

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 84560783	NSW DAN:
vendor's agent	Thomas Property Suite 203 156 Military Road NEUTRAL BAY JUNCTION NSW 2089		Phone: Fax: Ref:
co-agent			
vendor	LIDA ZHOU		
vendor's solicitor	CYC & ASSOCIATES P Po Box 301 Hurstville NSW 1481		Phone: 0415 841 016 Fax: Ref: S210610/C
date for completion	42 days after the contract date	(clause 15)	Email: admin@cycassociates.com.au
land (Address, plan details and title reference)	CRAGO FLOUR MILL STUDIOS 310/3 GLADSTONE ST NEWTOWN NSW 2042 LOT 26 IN STRATA PLAN 80980 26/SP80980		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor			Phone: Fax: Ref: Email:	
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

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier’s name:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

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

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

Amount purchaser must pay – price multiplied by the *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):

List of Documents

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

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

Strata Plus

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at CRAGO FLOUR MILL STUDIOS 310/3 GLADSTONE ST NEWTOWN NSW 2042 from LIDA ZHOU to in order that there is no cooling off period in relation to that contract;
3. I do not act for LIDA ZHOU and am not employed in the legal practice of a solicitor acting for LIDA ZHOU nor am I a member or employee of a firm of which a solicitor acting for LIDA ZHOU is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 Property, Stock and Business Agents Act 2002:

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

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the seller cannot be made unless the auctioneer has, before commencement of the auction, announced clearly and precisely, the number of the bids that may be made by or on behalf of the seller.
- (c) The highest bidder is the purchaser, subject to any reserve price.
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.
-

These are the special conditions to the contract for the sale of land

BETWEEN Lida Zhou of
(Vendor)

AND _____ of
_____ (Purchaser)

32. Amendments to Standard Clauses

The Vendor and the Purchaser agree that the provisions of the printed form of Contract for Sale of Land (2019 Edition) shall be amended as follows:

- Clauses 2.2, 4.1, 14.6: deleting the word “normally”;
- Clauses 6.2 and 6.3 are deleted;
- Clause 7.1.1 is deleted and replaced with the words “any amount is claimed”;
- Clause 7.1.3: substituting “14” with “7”.
- Clause 7.2.1: substituting “10%” with “1%” in the first line;
- Clause 8.1.1: deleting “on reasonable grounds”;
- Clause 8.1.2: deleting “that specifies ... grounds”;
- Clause 10: inserting “or delay completion” after “terminate”;
- Clause 11.2: insert “other than on account of the Purchaser’s breach” after “terminated”;
- Clause 16.8 is deleted.
- Deletion of 16.12: deleting the words “if it is in NSW, but the Vendor must pay the Purchaser’s additional expenses, including any agency or mortgage fee”.
- Clause 18.7 is deleted.
- Clause 20.6.5: inserting at the end “or if the fax is received by a party after 5.00 pm, whereby the document is deemed to be served on the next business day”.
- Clause 23.6.1: deleting the words “even if it is payable by instalments” and replacing with “to the extent of which is payable or falls due before the contract date. If any instalments fall due on or after the contract date the instalments are payable by the Purchaser.”
- Clause 23.9.1: deleting “1%” and substituting “5%” in the fourth line.
- Clause 23.13 – the word “vendor” is replaced with “purchaser” and insert “on the vendor” after the word “certificate”; and Clause 23.14 is deleted.
- Deletion of clause 24.3.3 entirely.

33. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent

or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

34. Notice to complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this period is considered reasonable by both parties. For this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- (b) In the event the vendor issues a Notice to Complete pursuant to this Clause, the Purchaser must allow an adjustment of \$450.00 in favour of the Vendor on Completion as the vendor's additional costs and service fees.

35. Purchaser acknowledgements

- (a) The purchaser acknowledges that they are purchasing the property:
 - (i) In its present condition and state of repair;
 - (ii) Subject to all defects latent and patent;
 - (iii) Subject to any infestations and dilapidation;
 - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

- (b) The purchaser is not entitled to make objections, requisitions or claims in respect to the condition of the property.
- (c) The purchaser shall not require the vendor to carry out any work or expenditure of any money in respect of the property or improvements after exchange of contracts.

36. Purchaser's acknowledgement

The purchaser acknowledges that he/she does not rely upon any warranty or representations by the vendor or anyone else on behalf of the vendor, except as expressly provided in this contract. The purchaser acknowledges that he/she has relied entirely upon his/her own enquiries and inspections before entering this contract.

37. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as

defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

38. Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completion for any reason, other than the vendor's default, on or before completion date then in addition to any other right which the vendor may have under this contract or otherwise, the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated daily on the balance of the purchase price, commencing on the Completion date and continuing until and including the actual day of completion.

39. Rescheduled settlements

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser shall pay to the vendor on completion the sum of \$250 plus GST for each cancellation and unreasonable rescheduled settlement. The purchaser accepts that this is a genuine estimation of the vendor's costs.

40. Swimming Pool

If there is a swimming pool, the purchaser cannot make a claim or requisition or rescind or terminate if the swimming pool on the property does not comply with the requirements of the Swimming Pools Act 1992.

41. REQUESTS FOR EXTENSION TO COOLING OFF PERIOD

If the Purchaser requests an extension to the cooling off period and such extension is agreed by the Vendor, the Purchaser shall on the earlier of completion, rescission or termination, pay to the Vendor an amount of \$150.00 (plus GST) as reimbursement of the Vendor's additional conveyancing expenses.

42. GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

43. Deposit Bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
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- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
 - (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

44. Release of Deposit

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

45. Stamp Duties

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection to this contract and the purchaser indemnifies against any liabilities which result from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties.

46. Errors in Adjustments

It is agreed by the Vendor and the Purchaser that on completion should an error be made in calculating the rating and other required adjustments pursuant to the Contract then such error shall be corrected when requested by a party and in accordance with the correct calculations the party owing the amount shall pay such amount due to the other party. The obligations contained in this clause are essential and shall not merge on completion.

47. FIRB

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

48. Discharge of Mortgage

The purchaser shall not be entitled to require the vendor prior to settlement to register a Discharge of any Mortgage or withdrawal of any Caveats affecting the subject land but will accept on settlement a properly executed Discharge of any such Mortgage or Withdrawal of any such Caveat together with the appropriate registration fees therefore.

49. Conflicts of Conditions

Should there be any discrepancies or conflict between the standard printed conditions and these special conditions, then these special conditions shall prevail to the extent of the inconsistency.

50. Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

51. Section 184 Certificate

The vendor authorises the purchaser to obtain the certificate under Section 184 Strata Schemes Management Act 2015 or section 26 Community Land Management Act 1989 in relation to the lot.

52. Electronic Settlement (PEXA)

Clause 30.1.2 is deleted. Notwithstanding clause 30, if the purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic transaction, the purchaser will pay to the vendor an amount of \$180.00 plus GST at completion as re-imbusement of the vendor's additional conveyancing expenses.

53. Warning: Smoke Alarms

- (a) If the subject of this property does not have smoke alarms and is required to under the Environmental Planning and Assessment Act 1979 or its regulations, or has smoke alarms that do not comply with this Act or its regulations, the purchaser cannot make a claim or requisition, rescind or terminate.
- (b) The owners of certain types of buildings and strata lot must have smoke 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.

54. Requisitions

- (a) The Purchaser agrees that the only form of requisition on title which the Purchaser may make under clause 5 of the Standard Conditions are the requisitions which are attached to this contract.
- (b) The Purchaser is satisfied with the attached Replies to Requisitions and is not entitled to make other requisitions or objections.

55. Deposit

If, with the written consent of the Vendor, the Purchaser is permitted to pay the deposit by instalments and not in accordance with the provisions of clause 2.2 then the Purchaser must pay the deposit as follows:-

- (a) one half of the deposit, equal to 5% of the price on the making of this contract; and
 - (b) the other half Deposit Balance the earlier of the Completion date and the date on which this contract is actually completed.
-

The times for making the payments of deposit set out to in this special condition are essential. The Vendor may recover the Deposit Balance as a liquidated debt in any court of competent jurisdiction together with the Vendor interest on the Deposit Balance at the rate set out in clause 2.

All interest earned on the investment of any deposit that is less than 10%, is to be paid to the Vendor.

56. Company Purchaser – Personal Guarantee

- (a) This clause applies if any purchaser is a company.
- (b) The officers or persons who sign this contract on behalf of the purchaser company jointly and severally
 - (i) Warrants that the Purchaser is incorporated;
 - (ii) Guarantees to the Vendor the observance by the Purchaser of the terms of this contract;
 - (iii) Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;
 - (iv) Agrees that the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the Vendor has exercised any of its rights under this contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.
 - (v) This guarantee and indemnity is given by each guarantor as a principal and is not discharged or release by any compromise or variation of the terms of this contract between the vendor and the purchaser.

PERSONAL GUARANTEE

In consideration of the vendor contracting with the corporate purchaser _____ (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)
the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness



FOLIO: 26/SP80980

SEARCH DATE	TIME	EDITION NO	DATE
9/7/2021	5:24 PM	4	8/9/2018

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

LAND

LOT 26 IN STRATA PLAN 80980
AT NEWTOWN
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

LIDA ZHOU (T AJ174505)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80980
- 2 AJ174506 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP80980

SEARCH DATE	TIME	EDITION NO	DATE
9/7/2021	5:24 PM	3	6/12/2014

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 80980
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEWTOWN
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP80980

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 80980
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX H181
AUSTRALIA SQUARE NSW 1215

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 W693853 COVENANT
- 4 BK 2023 NO 56 EASEMENTS TO USE AFFECTING THE PART(S) OF THE LAND ABOVE DESCRIBED SHOWN AS 0.23M G.E.D. PIPE, SEWER LINE, SEWER VENT, WATER METER AND 0.02M WATER PIPE IN THE TITLE DIAGRAM
- 5 DP1125377 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1125377
- 6 DP1127465 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1127465 EASEMENT FOR AWNING VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1127465 EASEMENT FOR OVERHANGING EAVES, GUTTERS AND SERVICES 0.4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1127465 EASEMENT FOR DRAINAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1127465
- 10 DP1127465 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1127465
- 11 DP1127465 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

-
- VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1127465 EASEMENT FOR DRAINAGE 2 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 13 SP80980 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN
THE S.88B INSTRUMENT
- 14 SP80980 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN
THE S.88B INSTRUMENT
- 15 SP80980 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN
THE S.88B INSTRUMENT
- 16 AJ96800 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 80980

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 12	2	- 11	3	- 11	4	- 12
5	- 13	6	- 22	7	- 24	8	- 25
9	- 46	10	- 12	11	- 17	12	- 12
13	- 12	14	- 21	15	- 14	16	- 15
17	- 19	18	- 13	19	- 28	20	- 23
21	- 17	22	- 23	23	- 30	24	- 17
25	- 12	26	- 12	27	- 10	28	- 12
29	- 9	30	- 15	31	- 15	32	- 19
33	- 14	34	- 25	35	- 22	36	- 10
37	- 12	38	- 10	39	- 14	40	- 37
41	- 20	42	- 26	43	- 26	44	- 35
45	- 43	46	- 53	47	- 100		

NOTATIONS

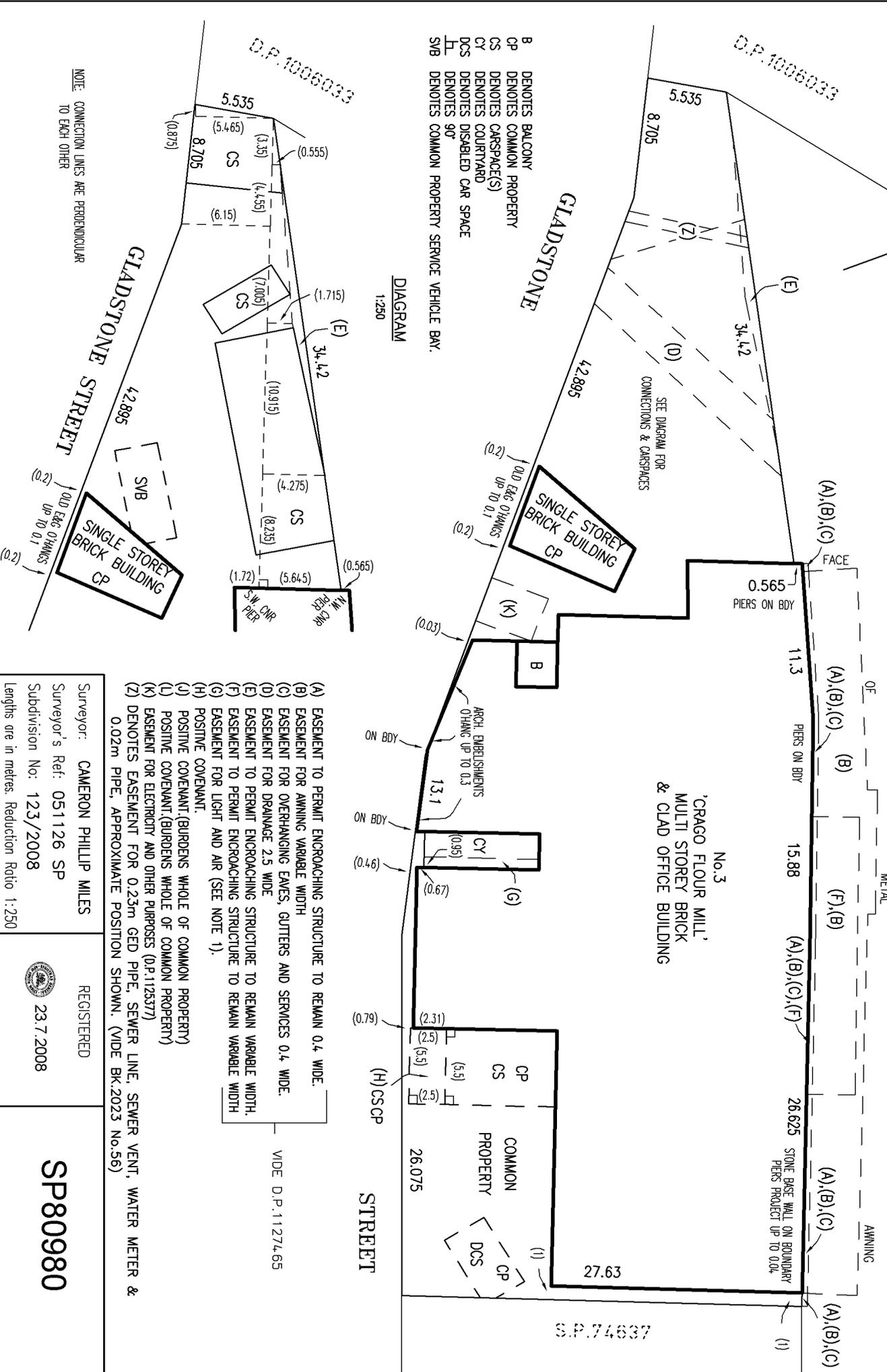
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LOCATION PLAN

D.P.239981

NOTE 1
 THE EASEMENT FOR LIGHT AND AIR IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE PT 9 CONCRETE FLOOR, EXCEPT WHERE COVERED. THE EASEMENT EFFECTS LOT 9 ONLY.



NOTE: CONNECTION LINES ARE PERPENDICULAR TO EACH OTHER

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

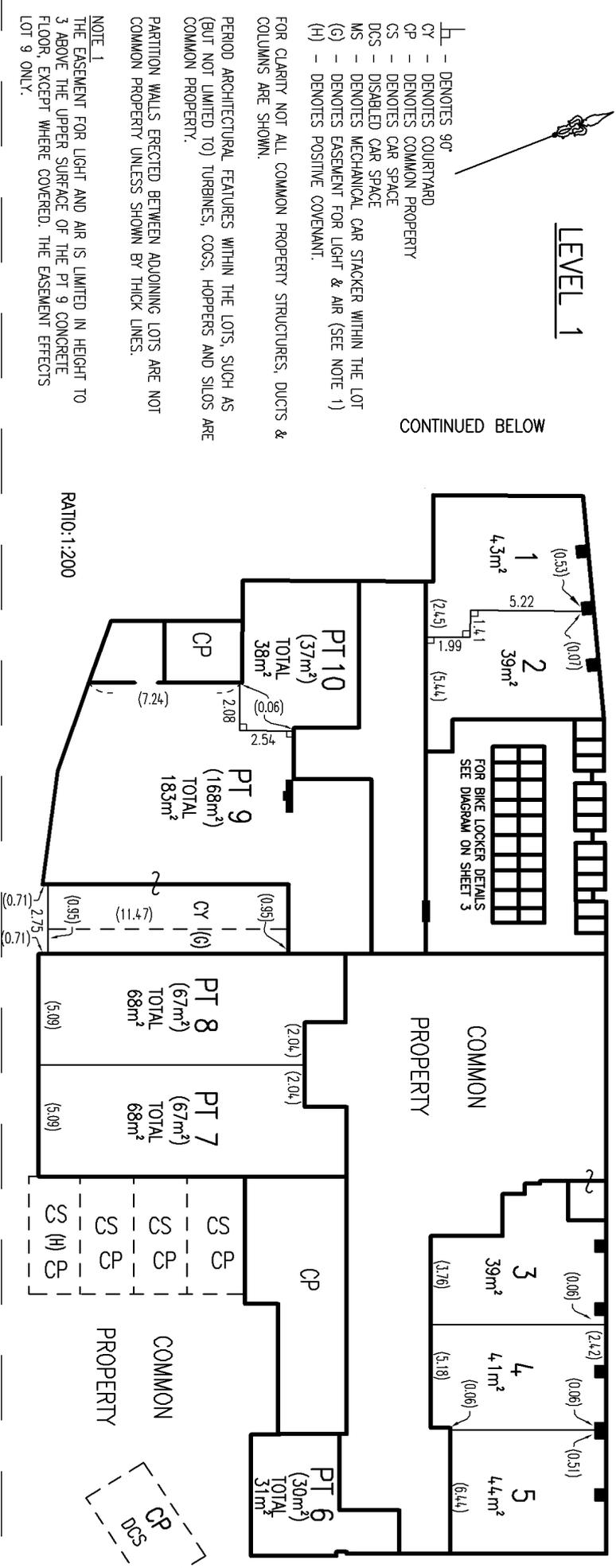
Surveyor: CAMERON PHILLIP MILES	REGISTERED	SP80980
Surveyor's Ref: 051126 SP	23.7.2008	
Subdivision No: 123/2008		

Lengths are in metres. Reduction Ratio 1:250

- (A) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN 0.4 WIDE.
 - (B) EASEMENT FOR AWNING VARIABLE WIDTH
 - (C) EASEMENT FOR OVERHANGING EAVES, GUTTERS AND SERVICES 0.4 WIDE.
 - (D) EASEMENT FOR DRAINAGE 2.5 WIDE
 - (E) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VARIABLE WIDTH.
 - (F) EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VARIABLE WIDTH
 - (G) EASEMENT FOR LIGHT AND AIR (SEE NOTE 1).
 - (H) POSITIVE COVENANT.
 - (I) POSITIVE COVENANT (BURDENS WHOLE OF COMMON PROPERTY)
 - (J) POSITIVE COVENANT (BURDENS WHOLE OF COMMON PROPERTY)
 - (K) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (D.P.1125377)
 - (Z) DENOTES EASEMENT FOR 0.25m GED PIPE, SEWER LINE, SEWER VENT, WATER METER & 0.02m PIPE, APPROXIMATE POSITION SHOWN. (VIDE BK.2023 No.56)
- VIDE D.P.1127465

LEVEL 1

CONTINUED BELOW



- └─ DENOTES 90°
- CP - DENOTES COURTYARD
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CAR SPACE
- CS - DENOTES DISABLED CAR SPACE
- MS - DENOTES MECHANICAL CAR STACKER WITHIN THE LOT
- (G) - DENOTES EASEMENT FOR LIGHT & AIR (SEE NOTE 1)
- (H) - DENOTES POSITIVE COVENANT.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

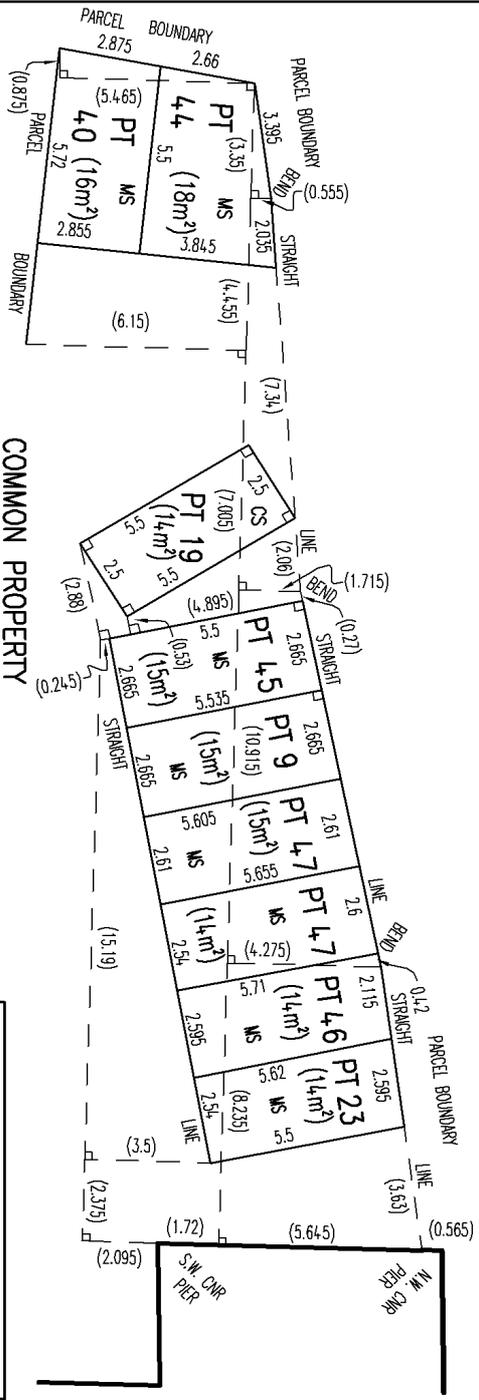
PERIOD ARCHITECTURAL FEATURES WITHIN THE LOTS, SUCH AS (BUT NOT LIMITED TO) TURBINES, COOS, HOPPERS AND SILOS ARE COMMON PROPERTY.

PARTITION WALLS ERECTED BETWEEN ADJOINING LOTS ARE NOT COMMON PROPERTY UNLESS SHOWN BY THICK LINES.

NOTE 1
THE EASEMENT FOR LIGHT AND AIR IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE PT 9 CONCRETE FLOOR EXCEPT WHERE COVERED. THE EASEMENT EFFECTS LOT 9 ONLY.

RATIO:1:150

RATIO:1:200



COMMON PROPERTY

CONTINUED ABOVE

NOTE:
AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

NOTE:
ALL MECHANICAL CAR STACKERS & THEIR ASSOCIATED PARTS ARE THE PROPERTY OF THE INDIVIDUAL LOTS.

THE COURTYARD OF PT 9 IS LIMITED IN HEIGHT, WHERE NOT COVERED, TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR

THE CAR SPACE OF PT 19 IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR

THE MECHANICAL CAR STACKER SPACES SPACES OF PT 9, 2.3, 4.0, 4.4, 4.5, 4.6 & 4.7 ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS

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

Surveyor: CAMERON PHILLIP MILES

Surveyor's Ref: 051126 SP

Subdivision No: 123/2008 AS

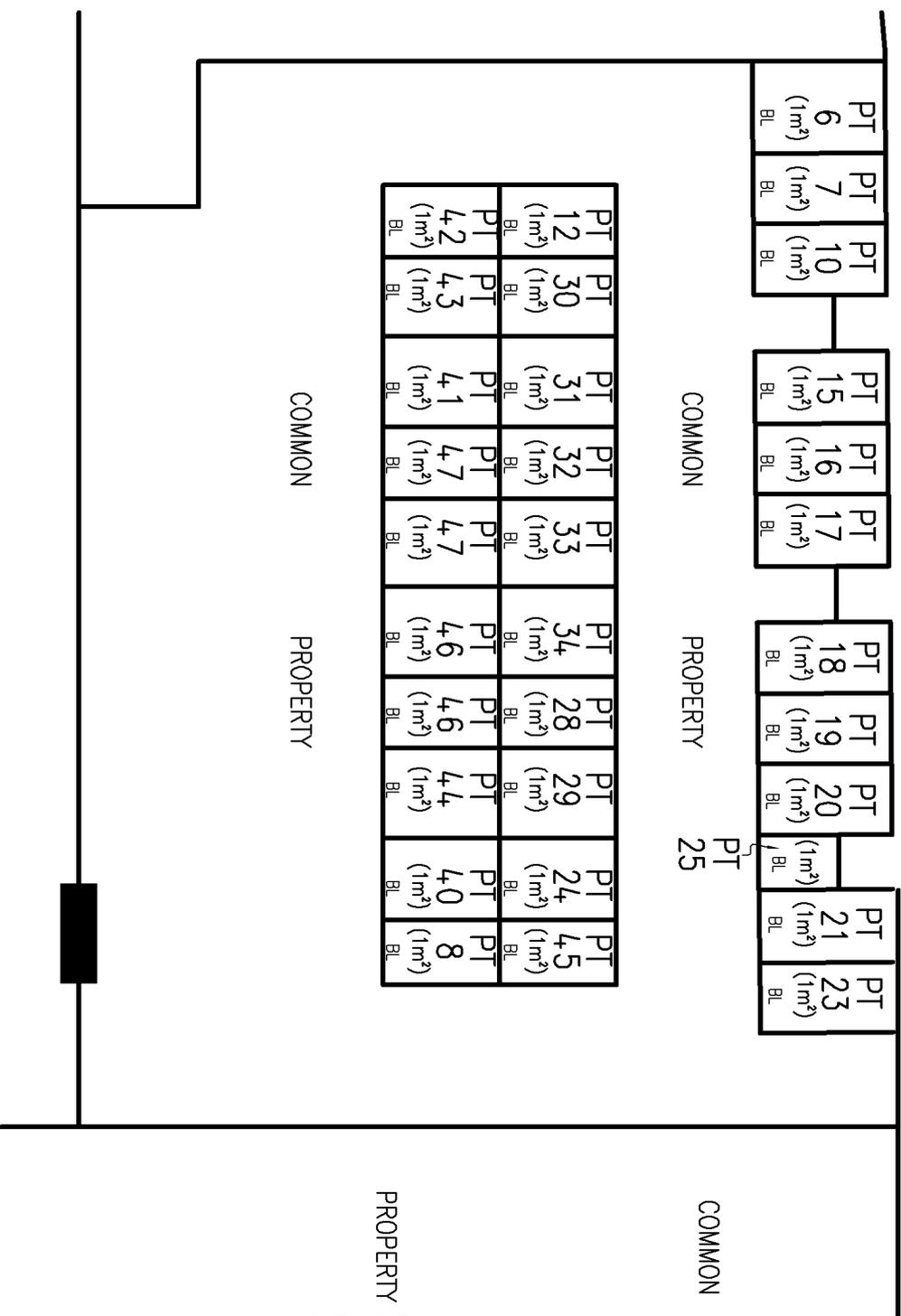
Lengths are in metres Reduction Ratio 1:STATED

REGISTERED 23.7.2008

SP80980

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LEVEL 1
DIAGRAM



NOTE:
AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

BL - DENOTES BIKE LOCKER

PROPERTY
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

PERIOD ARCHITECTURAL FEATURES WITHIN THE LOTS, SUCH AS (BUT NOT LIMITED TO) TURBINES, COGS, HOPPERS AND SILOS ARE COMMON PROPERTY.

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

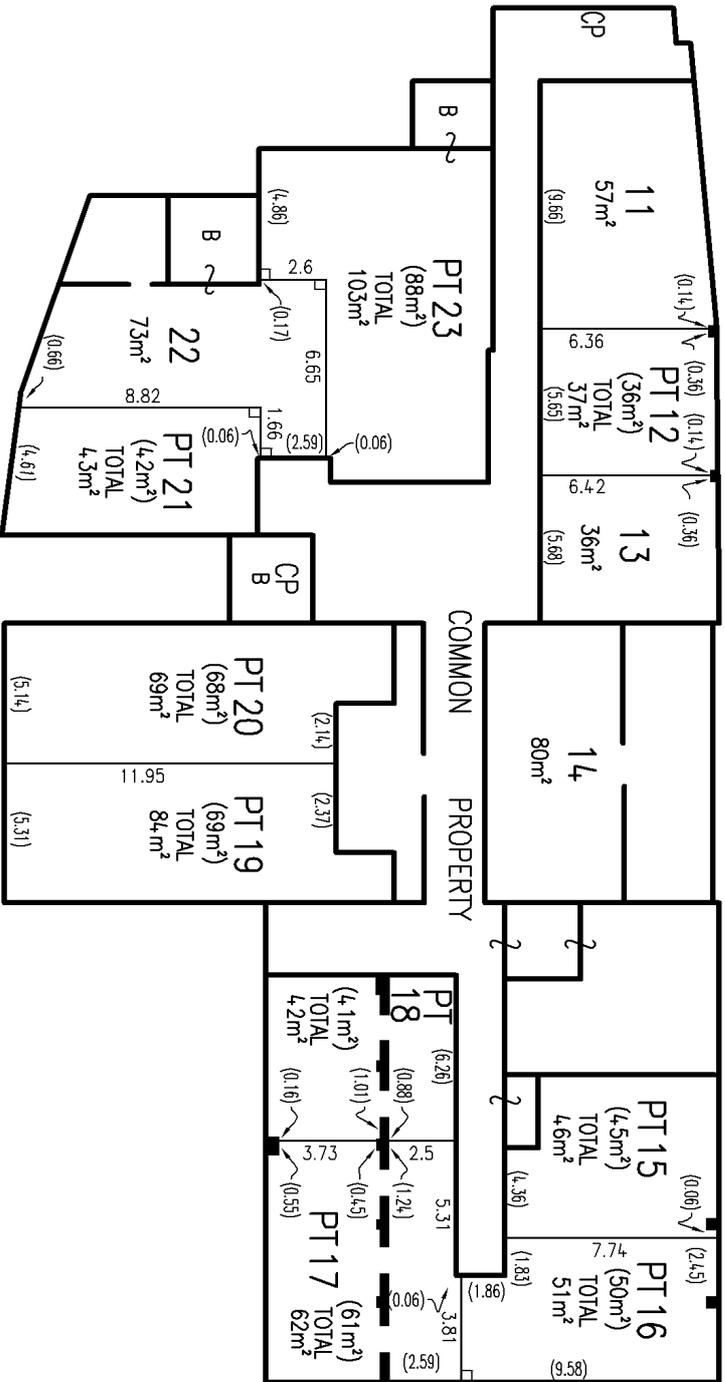
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Surveyor's Ref: 051126 SP
Subdivision No: 123/2008
Lengths are in metres. Reduction Ratio 1:50

REGISTERED
23.7.2008

SP80980



LEVEL 2



BALCONIES ARE LIMITED IN HEIGHT, WHERE NOT COVERED, TO 2.5 ABOVE THEIR UPPER SURFACE

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

PERIOD ARCHITECTURAL FEATURES WITHIN THE LOTS, SUCH AS (BUT NOT LIMITED TO) TURBINES, COGS, HOPPERS AND SILOS ARE COMMON PROPERTY.

PARTITION WALLS ERRECTED BETWEEN ADJOINING LOTS ARE NOT COMMON PROPERTY UNLESS SHOWN BY THICK LINES.

NOTE:
AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

- └ - DENOTES 90°
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY

Surveyor: **CAMERON PHILLIP MILES**

REGISTERED

Surveyor's Ref: 051126 SP

23.7.2008

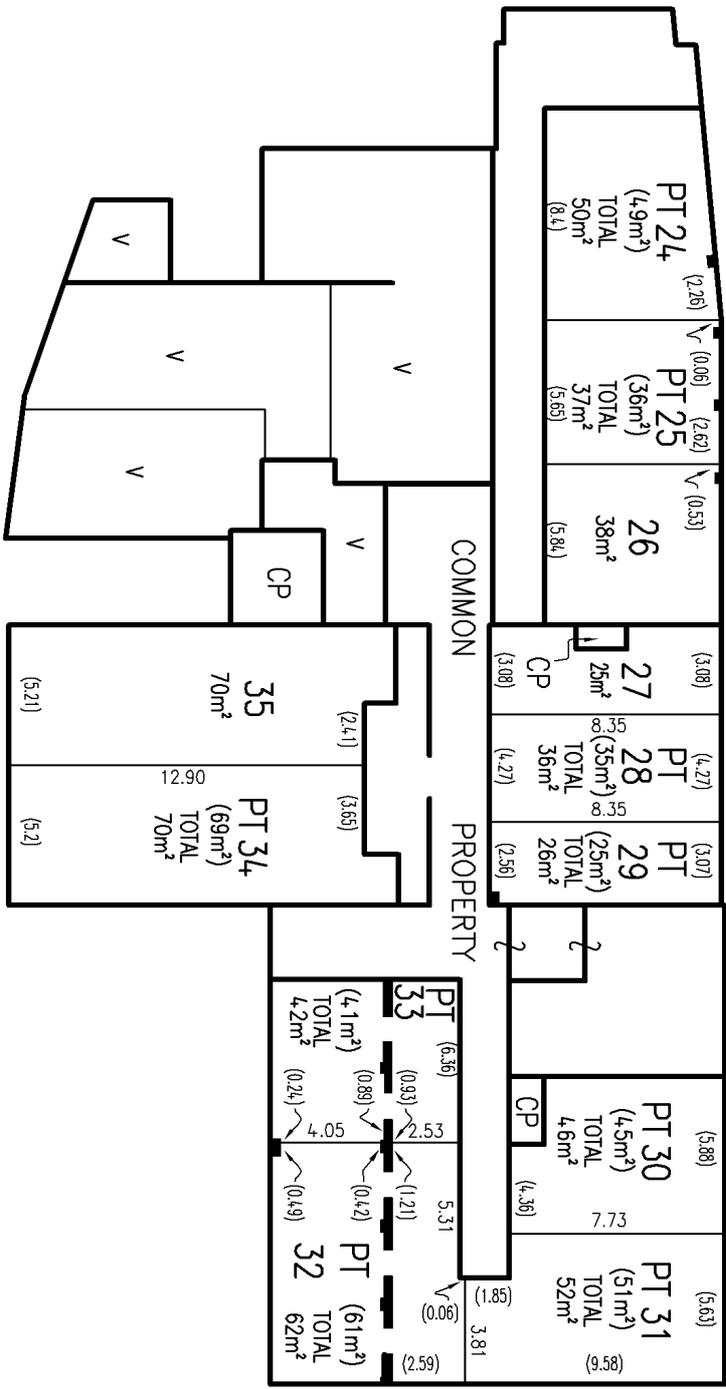
Subdivision No: 123/2008

SP80980

Lengths are in metres. Reduction Ratio 1:200



LEVEL 3



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.
 PERIOD ARCHITECTURAL FEATURES WITHIN THE LOTS, SUCH AS (BUT NOT LIMITED TO) TURBINES, COGS, HOPPERS AND SILOS ARE COMMON PROPERTY.
 PARTITION WALLS ERRECTED BETWEEN ADJOINING LOTS ARE NOT COMMON PROPERTY UNLESS SHOWN BY THICK LINES.

NOTE:
 AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

- ┌ - DENOTES 90°
- CP - DENOTES COMMON PROPERTY
- V - DENOTES VOID TO LEVEL 2 BELOW

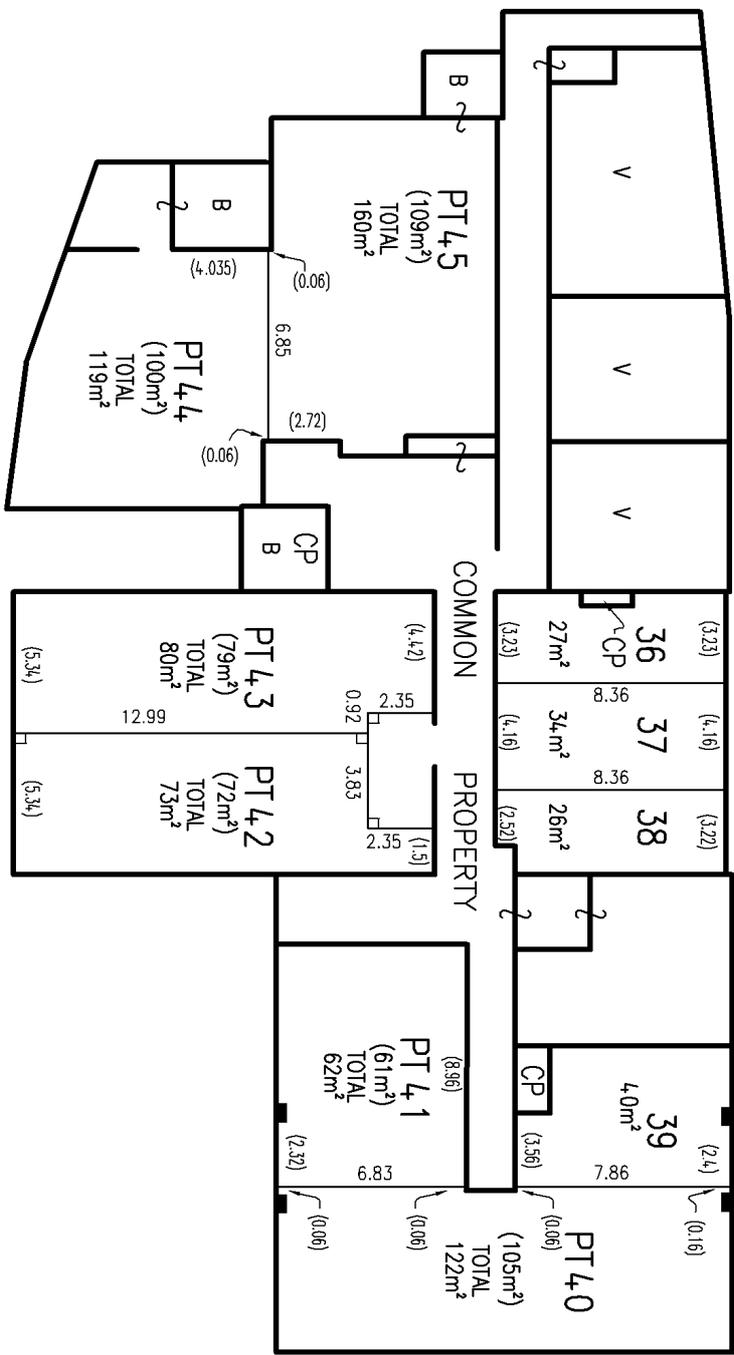
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Table of mm

Surveyor: CAMERON PHILLIP MILES Surveyor's Ref: 051126 SP Subdivision No: 123/2008 Lengths are in metres. Reduction Ratio 1:200	 REGISTERED 23.7.2008	SP80980
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LEVEL 4



- H - DENOTES 90°
 - B - DENOTES BALCONY
 - CP - DENOTES COMMON PROPERTY
 - V - DENOTES VOID TO LEVEL 3 BELOW
- BALCONIES ARE LIMITED IN HEIGHT, WHERE NOT COVERED, TO 2.5 ABOVE THEIR UPPER SURFACE

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

PERIOD ARCHITECTURAL FEATURES WITHIN THE LOTS, SUCH AS (BUT NOT LIMITED TO) TURBINES, COGS, HOPPERS AND SILOS ARE COMMON PROPERTY.

PARTITION WALLS ERRECTED BETWEEN ADJOINING LOTS ARE NOT COMMON PROPERTY UNLESS SHOWN BY THICK LINES.

NOTE:
 AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

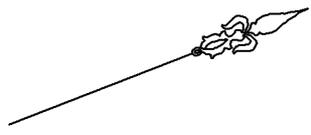
0mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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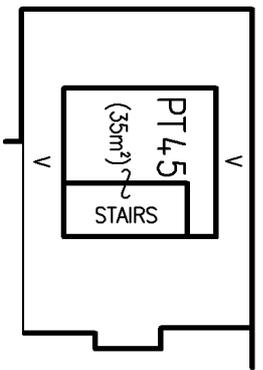
Surveyor: **CAMERON PHILLIP MILES**
 Surveyor's Ref: 051126 SP
 Subdivision No: 123/2008
 Lengths are in metres. Reduction Ratio 1:200

REGISTERED
 23.7.2008

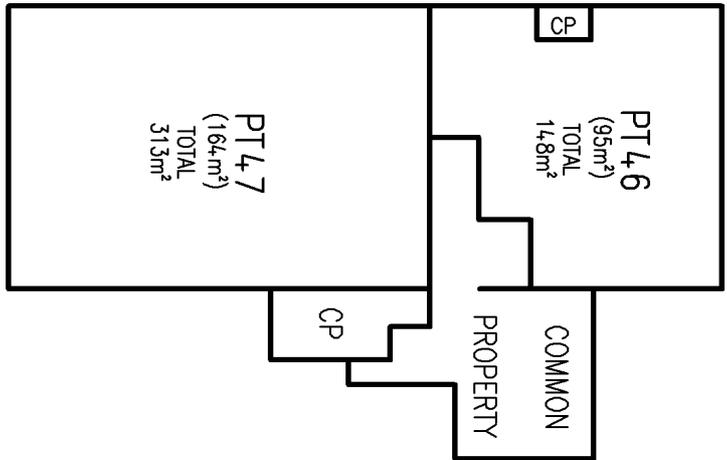
SP80980



LEVEL 4 MEZZANINE



LEVEL 5



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.
 PERIOD ARCHITECTURAL FEATURES WITHIN THE LOTS, SUCH AS (BUT NOT LIMITED TO) TURBINES, COGS, HOPPERS AND SILOS ARE COMMON PROPERTY.

CP - DENOTES COMMON PROPERTY
 V - DENOTES VOID TO LEVEL 4

NOTE:
 AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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

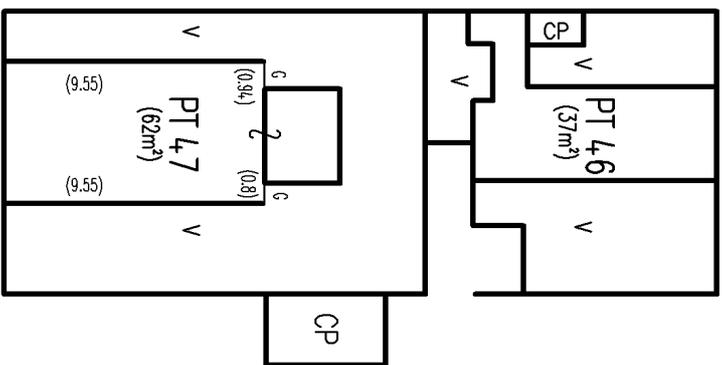
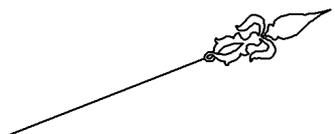
Surveyor: **CAMERON PHILLIP MILES**
 Surveyor's Ref: 051126 SP
 Subdivision No: 123/2008
 Lengths are in metres. Reduction Ratio 1:200

REGISTERED
 23.7.2008

SP80980

LEVEL 6

LEVEL 7



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

PERIOD ARCHITECTURAL FEATURES WITHIN THE LOTS, SUCH AS (BUT NOT LIMITED TO) TURBINES, COGS, HOPPERS AND SILOS ARE COMMON PROPERTY.

CP - DENOTES COMMON PROPERTY
 G - DENOTES INSIDE FACE OF GLASS MULLION
 V - DENOTES VOID TO LEVEL 5

NOTE:
 AREAS SHOWN ON FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

0mm	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

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Surveyor: CAMERON PHILLIP MILES Surveyor's Ref: 051126 SP Subdivision No: 123/2008 Lengths are in metres. Reduction Ratio 1:200	REGISTERED  23.7.2008	SP80980
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STRATA PLAN FORM 3 (Part 1) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

The Owners - Strata Plan No 80980

'CRAGO FLOUR MILL STUDIOS'
 3 GLADSTONE STREET
 NEWTOWN N.S.W 2042

SP80980

Registered:  23.7.2008
 Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 1 D.P. 1113177

~~*(insert type being adopted) Model by-laws adopted for this scheme~~
~~*Keeping of animals - Option*~~
 *Schedule of By-laws in 36 sheets filed with plan
 *No By-laws apply
 * strike out whichever is inapplicable

Strata Certificate

* Name of Council* Accredited Certifier ANTHONY ALLEN
 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) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date 30/6/08

Subdivision No 123/2008

Accreditation No BPB 0004

Relevant Development Consent No 200600188-03 *th.*

Issued by MARRICKVILLE COUNCIL

Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

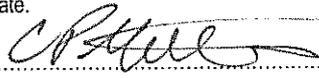
LGA: MARRICKVILLE
 Locality: NEWTOWN
 Parish: PETERSHAM
 County: CUMBERLAND

Surveyor's Certificate

CAMERON PHILLIP MILES

of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010
 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. 1127465
 - ~~*is to be created under section 88B of the Conveyancing Act 1919~~
- (3) * the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 22/05/2008

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.

SURVEYORS REFERENCE: 051126 SP

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

* OFFICE USE ONLY

STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 D.P. 1113177

SP80980

Registered:



23.7.2008

Strata Certificate Details: Subdivision No:

123 / 2008

Date:

30 / 6 / 08

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

<u>LOT No.</u>	<u>U.E.</u>	<u>LOT No.</u>	<u>U.E.</u>	<u>LOT No.</u>	<u>U.E.</u>
1	12	17	19	33	14
2	11	18	13	34	25
3	11	19	28	35	22
4	12	20	23	36	10
5	13	21	17	37	12
6	22	22	23	38	10
7	24	23	30	39	14
8	25	24	17	40	37
9	46	25	12	41	20
10	12	26	12	42	26
11	17	27	10	43	26
12	12	28	12	44	35
13	12	29	9	45	43
14	21	30	15	46	53
15	14	31	15	47	100
16	15	32	19	AGGREGATE	1000

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

(if insufficient space use additional annexure sheet)

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. EASEMENT FOR LIGHT AND AIR
2. POSITIVE COVENANT
3. POSITIVE COVENANT
4. POSITIVE COVENANT

SURVEYORS REFERENCE: 051126 SP

* OFFICE USE ONLY

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 D.P. 1113177

SP80980

Registered:  23.7.2008

Strata Certificate Details: Subdivision No: 123/2008

Date: 30/6/08

Executed by Podcorp Holdings Pty Limited pursuant to Section 127 of the Corporations Act 2001 by the following persons:



[Signature]
Signature of the Authorised Person

[Signature]
Signature of Witness

Sole Director/Secretary
Office held

MARK ANDREW
Name of Witness

Andrew Podgornik
Name of Person

SIGNED FOR ON BEHALF OF
ST GEORGE BANK LIMITED A.C.N. 055 513 070
BY ITS ATTORNEYS Claude Adamati AND
Joseph El Hachem PURSUANT TO POWER
OF ATTORNEY REGISTERED NO. 125 BOOK 4182

[Signature] *[Signature]*

SURVEYORS REFERENCE: 051126 SP

* OFFICE USE ONLY

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B & 88E OF THE
CONVEYANCING ACT 1919**

(Sheet 1 of 4)

Plan: SP80980

Plan of subdivision of Lot 1 D.P.1113177
covered by Strata Certificate Number 123/2008
Dated: 30/6/08

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

Podcorp Holdings Pty Limited
Suite 403, 19A Boundary Street
RUSHCUTTERS BAY NSW 2011

PART 1

Number of item shown in the intention panel on the plan	Identity of easement or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot/authority
1	Easement for light and air	Lot 9	Lots 8, 20 & 21
2	Positive covenant	Common Property	Marrickville Council
3	Positive covenant	Common Property	Marrickville Council
4	Positive covenant	Common Property	Marrickville Council

PART 2

TERMS OF THE FIRST EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

1. The owner of the lot burdened grants to the registered proprietor and every occupier of the lots benefited the right to full and unimpeded access to light and air to, through and for the windows or openings of the lots benefited, without any obstruction or interruption caused by or consequent upon the erection of any building, structure or thing (other than the existing improvements on the lot burdened) except as is reasonably incidental to the use by its owner or occupier of the lot burdened.
2. The owner of any lot benefited may enter on the site of the easement at any reasonable time with or without independent contractors, employees or agents and necessary materials and equipment for the purpose of taking all reasonable steps to prevent or remove any structures, trees or vegetation obstructing or interrupting the unimpeded access to light and air. The owner of the lot benefited, in exercising such right must cause as little inconvenience as is reasonably possible and must make good all damage caused in exercising the right of entry.
3. This easement is limited in height as defined in the associated plan prepared by a registered surveyor.

Pat F. Walsh
Authorized Officer
Marrickville Council

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B & 88E OF THE
CONVEYANCING ACT 1919**

(Sheet 2 of 4)

Plan: SP80980

Plan of subdivision of Lot 1 D.P.1113177
covered by Strata Certificate Number 123/2008
Dated : 30/6/08

**TERMS OF THE FIRST POSITIVE COVENANT REFERRED TO IN THE ABOVEMENTIONED
PLAN**

1. Stormwater Detention Facility

- 1.1 The stormwater detention facility as described by Marrickville Council's Development Consent No. 200600188 and the conditions of such consent, shall not be altered or removed in whole or in part without written approval of Marrickville Council.
- 1.2 The registered proprietor is to maintain the stormwater detention facility in working condition.
- 1.3 Authorised Marrickville Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.
- 1.4 In the event of the registered proprietor not complying with the notice, Council or its authorised agents may enter and carry out the specified work, and recover the costs due.

**TERMS OF THE SECOND POSITIVE COVENANT REFERRED TO IN THE
ABOVEMENTIONED PLAN**

2. Car Share Parking Space

- 2.1 The registered proprietor shall provide one (1) car parking space for a car sharing scheme vehicle ("the car share space"), and access to and from the car share space, in accordance with condition number 5 of Marrickville Council's Development Consent No. 200600188.
- 2.2 The car share space shall be located in the entry courtyard in the south-eastern corner of the land, closest to Gladstone Street, and shall be marked as a "Car Share Space". The space shall not be altered or removed without the written approval of Marrickville Council.
- 2.3 The registered proprietor shall maintain the car share space in good order and condition at all times.
- 2.4 Authorised Marrickville Council employees are to be allowed access to the car share space for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council relating to access to and maintenance of the car share space.



Pct F. Watt
Authorised officer
Marrickville Council

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B & 88E OF THE
CONVEYANCING ACT 1919**

(Sheet 3 of 4)

Plan: SP80980

Plan of subdivision of Lot 1 D.P.1113177
covered by Strata Certificate Number 123/2008
Dated : 30/6/08

**TERMS OF THE THIRD POSITIVE COVENANT REFERRED TO IN THE ABOVEMENTIONED
PLAN**

3. Management Plans

- 3.1 The registered proprietor shall at all times comply with the Conservation Management Plan, the Long-Term Maintenance Plan (contained in Appendix C to the Conservation Management Plan) and the Interpretation Plan (together "the Plans"), referred to in Marrickville Council's Development Consent No. 200600188.
- 3.2 The registered proprietor shall at all times comply with the Environmental Management Plan ("the EMP") prepared by Heggies Pty Limited, dated 17 June 2008, referred to in Marrickville Council's Development Consent No. 200600188. Inspections of the areas referred to in the EMP shall be carried out by the registered proprietor every 12 months and records of the inspections and any maintenance carried out shall be submitted by the registered proprietor to Marrickville Council.

**NAME OF AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE, VARY OR MODIFY
THE POSITIVE COVENANTS NUMBERED 2, 3 AND 4 IN THE ABOVEMENTIONED PLAN:**

Marrickville Council.

Pat F. Whit

Executed by the registered proprietor

Executed by **Podcorp Holdings Pty Limited** pursuant to Section 127 of the Corporations Act 2001 by the following persons:



.....
Signature of authorised person

..... *Sole Director/Secretary*
Office held

..... *[Signature]*
Signature of Witness

..... *Andrew Podgornik*
Name of authorised person (print)

..... *Cameron Phillip Miles*
Name of Witness (print)

[Handwritten signature]

Pat F. Whit
Authorised officer
Marrickville Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B & 88E OF THE
CONVEYANCING ACT 1919**

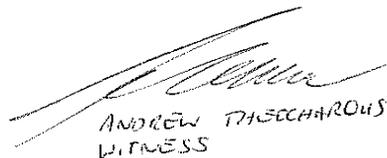
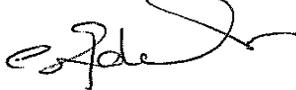
(Sheet 4 of 4)

Plan: **SP80980**

Plan of subdivision of Lot 1 D.P.1113177
covered by Strata Certificate Number 123/2008
Dated :

Executed by the mortgagee

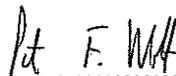
SIGNED FOR ON BEHALF OF
ST GEORGE BANK LIMITED A.C.N. 055 513 070
BY ITS ATTORNEYS Claude Adamati AND
Joseph El Mechem PURSUANT TO POWER
OF ATTORNEY REGISTERED NO. 125 BOOK 4182



ANDREW THEODOROUS
WITNESS

Level 5
2-14 Meredith Street
Bankstown, NSW 2200

Approved by Marrickville Council:



Authorised officer

REGISTERED



23.7.2008

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By-Laws for Flourmill Studios

REGISTERED



23.7.2008

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Dictionary

Meaning of words

1 In this document:

Air conditioning services means and includes, without limitation:

- (a) air handling units, cables, conduits, pipes, wires and ducts which are part of common property and exclusively service lots including, without limitation, by supplying air conditioning or reticulated water for air conditioning to a lot; and
- (b) reticulated water supplying air conditioning to lots.

The owners of lots have exclusive use of the air conditioning services which service their lot.

building manager means the building manager appointed by the owners corporation under by-laws 82 to 88.

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

- (a) common property structures, including the common property walls, floor and ceiling enclosing your lot. Common property walls include windows and doors in those walls;
- (b) the structure of your lot;
- (c) the internal walls inside your lot (eg a wall dividing two rooms in your lot);
- (d) common property services; or
- (e) services in Flourmill Studios, whether or not they are for the exclusive use of your lot.

building works include altering or removing an inter-tenancy wall according to by-laws 50 to 53. Building works exclude:

- (a) minor fit out works inside a lot; and
- (b) works or alterations to the interior of common property walls enclosing a lot (eg hanging pictures or attaching items to those walls).

café seating areas means those parts of the common property designated 'E6' on the plan annexed hereto and marked "B", which are designated for seating customers of the café operated from Lot 6.

common property: means

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strata manager means the person appointed by the owners corporation as its strata managing agent under section 27 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.

Interpreting the by-laws

- 2 Headings do not affect the interpretation of the by-laws.
- 3 In the by-laws a reference to:
 - 3.1 words that this by-law does not explain have the same meaning as they do in the Management Act;
 - 3.2 you means an owner or occupier of a lot;
 - 3.3 by-laws means the by-laws under the Management Act which are in force for Flourmill Studios;
 - 3.4 a thing includes the whole or each part of it;
 - 3.5 a document includes any variation or replacement of it;
 - 3.6 a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
 - 3.7 a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
 - 3.8 a third party includes a person who is not an owner;
 - 3.9 a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
 - 3.10 the singular includes the plural and vice versa.

About the by-laws

Purpose of the by-laws

- 4 The by-laws regulate the day to day management and operation of Flourmill Studios. They are an essential document for the owners corporation and everyone who owns or occupies a lot in Flourmill Studios.
- 5 The by-laws are designed to maintain the quality of Flourmill Studios. They operate to enhance everyone's use and enjoyment of their lot and the common property,

Who must comply with the by-laws?

- 6 Owners and occupiers of lots must comply with the by-laws.



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- 7 The owners corporation must comply with the by-laws, and ensure their invitees and agents so comply where appropriate.

Exclusive use by-laws

Purpose of the exclusive use by-law

- 8 To more fairly apportion the costs for maintaining, repairing and replacing common property, the exclusive use by-laws make owners responsible for the common property which they exclusively use or have the benefit of.

How to change an exclusive use by-law

- 9 The owners corporation may amend or cancel an exclusive use by-law only by special resolution and with the written consent of the owner of each lot which benefits from the exclusive use by-law.

Occupiers may exercise rights

- 10 The owner of each lot which has the benefit of an exclusive use by-law may allow the occupier of their lot to exercise the rights of the owner under the exclusive use by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies to comply with the obligations of the owner under the exclusive use by-law.

Repairing damage

- 11 The owner of a lot which has the benefit of an exclusive use by-law must repair damage caused by exercising rights under the exclusive use by-law to common property or the property of another owner or occupier.

Indemnities

- 12 The owner of each lot which has the benefit of an exclusive use by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the exclusive use by-law.

Additional insurances

- 13 In addition to their obligations under by-laws 59 and 60, the owner of each lot which has the benefit of an exclusive use by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's rights under the by-law.



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Your behaviour

What are your general obligations?

- 14 You must not:
- 14.1 make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a lot or common property by another owner or occupier;
 - 14.2 use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
 - 14.3 smoke cigarettes, cigars or pipes in any part of Flourmill Studios;
 - 14.4 obstruct the legal use of common property by any person;
 - 14.5 not park or stand any motor vehicle or other vehicle on common property or permit any invitees or occupants to park or stand any motor or other vehicle on common property without the prior written consent of the owners corporation;
 - 14.6 do anything in Flourmill Studios which is illegal; or
 - 14.7 do anything which might damage the good reputation of the owners corporation or Flourmill Studios.

Complying with the law

- 15 You must comply on time and at your cost with all laws relating to:
- 15.1 your lot;
 - 15.2 the use of your lot; and
 - 15.3 common property to which you have a licence, lease or a right to use under an exclusive use by-law.

The things with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of government agencies.

You are responsible for others

What are your obligations?

- 16 You must:
- 16.1 take all reasonable actions to ensure your visitors comply with the by-laws;



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- 16.2 make your visitors leave Flourmill Studios if they do not comply with the by-laws;
- 16.3 take reasonable care about who you invite into Flourmill Studios; and
- 16.4 if you are the owner or occupier of a studio, accompany your visitors at all times, except when they are entering or leaving Flourmill Studios.

You must not allow another person to do anything that you cannot do under the by-laws.

Requirements if you lease your lot

- 17 If you lease or licence your lot, you must:
 - 17.1 ensure that your tenant or licensee and their visitors comply with the by-laws; and
 - 17.2 take all action available to you, including action under the lease or licence agreement, to make them comply or leave Flourmill Studios.

Your lot

What are your general obligations?

- 18 You must:
 - 18.1 keep your lot clean and tidy and in good repair and condition;
 - 18.2 properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws which services your lot (whether or not you made the installation or alteration);
 - 18.3 notify the owners corporation if you change the existing use of your lot in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-law 60 for important information about increasing and paying for insurance premiums; and
 - 18.4 at your expense, comply with all laws about your lot including, without limitation, requirements of government agencies.

When will you need consent from the owners corporation?

- 19 You must have consent from the owners corporation to:
 - 19.1 carry out building works in your lot (see by-laws 44 to 49 for more information);
 - 19.2 subject to your rights under the by-laws, keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Flourmill Studios;



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- 19.3 install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your lot if they are visible from outside your lot or Flourmill Studios;
- 19.4 attach or hang an aerial or wires outside your lot or Flourmill Studios.

Floor coverings

- 20 You must keep the floors in your lot covered or treated to stop the transmission of noise which might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom or lavatory of your lot.
- 21 You must have consent from the owners corporation to remove or interfere with floor coverings or treatments in your lot that assist to prevent the transmission of noise which might unreasonably disturb another owner or occupier.

Window coverings

- 22 Window coverings (eg curtains, blinds and louvres) in your lot must not detract from the external visual appearance of the building.

Cleaning windows

- 23 You must clean the glass in windows and doors of your lot (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely.
- 24 The owners corporation may resolve to clean the glass in some or all of the windows and doors in Flourmill Studios. If the owners corporation resolves to clean glass in your lot, you are excused from your obligations under this by-law for the period the owners corporation resolves to clean the glass.

The balcony or courtyard of your lot (if any)

- 25 You may keep planter boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony or courtyard of your lot only if:
 - 25.1 it is of a type approved by the owners corporation;
 - 25.2 it is of a standard commensurate with the standard of Flourmill Studios;
 - 25.3 it will not (or is not likely to) cause damage;
 - 25.4 it is not (or is not likely to become) dangerous;
 - 25.5 it will not unreasonably interfere with the use or enjoyment of other lot owners' lots; and
 - 25.6 it will not obstruct the access of other lot owners' lots to light, air and ventilation.



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- 26 To enable the owners corporation to inspect, repair or replace common property, the owners corporation may require you, at your cost, to temporarily remove and store items from the balcony or courtyard of your lot that are not common property.

Erecting a sign

What are your obligations?

- 27 Subject to this by-law, you must have consent from the owners corporation to erect a sign:
- 27.1 in your lot that is visible from outside your lot; or
 - 27.2 on common property.
- 28 Signs that are erected without proper consent may be removed by the owners corporation at the owner or occupier's expense.

The developer

- 29 While the developer is an owner, the developer does not need consent from the owners corporation to erect and display 'For Sale' or 'For Lease' signs in a lot or on common property.

Fire Control

What are your obligations?

- 30 You may keep flammable materials in your lot only if you:
- 30.1 use them in connection with the lawful use of your lot; and
 - 30.2 keep them in reasonable quantities according to the guidelines of government agencies.
- 31 You and the owners corporation must comply with laws about fire control.

Restrictions about fire safety

- 32 You must not:
- 32.1 keep flammable materials on common property;
 - 32.2 interfere with fire safety equipment;
 - 32.3 obstruct fire stairs or fire escapes; or
 - 32.4 keep flammable materials in your car space.



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Moving and delivering furniture and goods

Moving in

- 33 You must make arrangements with the owners corporation at least 48 hours before you move in to or out of Flourmill Studios or move large articles (eg furniture) through common property.

What are your obligations?

- 34 When you take deliveries or move furniture or goods through Flourmill Studios, you must:
- 34.1 comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
 - 34.2 repair any damage you (or the person making the delivery) cause to common property; and
 - 34.3 if you (or the person making the delivery) spill anything onto common property, immediately remove the item and clean that part of the common property.

Rules

- 35 The owners corporation may make rules to control the delivery of furniture and goods and, in particular, the use of the common property lifts by owners and occupiers.

How to dispose of your garbage

Making rules

- 36 The owners corporation may make rules about the storage and removal of garbage from Flourmill Studios.

Requirements for lots

- 37 You must dispose of your garbage and recyclable materials according to by-laws 38 to 40.

General obligations

- 38 Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:
- 38.1 on common property;
 - 38.2 in an area of your lot which is visible from outside your lot; or
- 39 If you spill garbage on common property, you must immediately remove that rubbish and clean that part of the common property.



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Garbage disposal and the garbage room

What are the obligations of owners and occupiers?

- 40 An owner or occupier of a lot that does not have shared receptacles for garbage, recyclable material or waste:
- 40.1 must maintain all waste receptacles within their lot;
 - 40.2 is responsible for arranging the collection and removal of waste materials and recyclables from their lot in a manner that does not interfere with the operation of the Flourmill Studios and meets all local and government requirements;
 - 40.3 for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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 the garbage, recyclable material or waste is normally collected;
 - 40.4 when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to their lot; and
 - 40.5 must not place anything in the receptacles belonging to the owner or occupier of any other lot except with the permission of that owner or occupier.
- 41 By-laws 40.1 to 40.5 (inclusive) do not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

Obligations with respect to food waste

- 42 An owner or occupier of a lot that is used to operate a café, restaurant, coffee shop or food produce must:
- 42.1 remove all food and other waste, garbage and recyclable waste material (**food waste**) from their lot on a daily basis and in accordance with the requirements of the Marrickville Council; and
 - 42.2 at their own expense, store all food waste in appropriate bins provided by themselves.
- 43 By-laws 42.1 and 42.2 do not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.



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Carrying out building works

When do you need consent?

- 44 Subject to the by-laws, you must have consent from the owners corporation to carry out building works.

When is consent not necessary?

- 45 You do not need consent from the owners corporation under this by-law to:
- 45.1 if you are the developer, erect a 'For Sale' or 'For Lease' sign according to by-law 27;
 - 45.2 alter or remove an inter-tenancy wall according to by-law 50; or
 - 45.3 carry out building works which you are entitled to carry out under an exclusive use by-law.
- 46 You must comply with by-laws 47 to 49 and any other relevant by-laws when you erect the sign or carry out the building works.

Procedures before you carry out building works

- 47 When you carry out building works, you must:
- 47.1 obtain necessary consents from the owners corporation and government agencies;
 - 47.2 find out where service lines and pipes are located;
 - 47.3 obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
 - 47.4 if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the building works.

Procedures when you carry out building works

- 48 If you carry out building works, you must:
- 48.1 use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
 - 48.2 carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
 - 48.3 repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.



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Making arrangements with the owners corporation

- 49 Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:
- 49.1 arrange with the owners corporation a suitable time and means by which to access Flourmill Studios for purposes associated with those building works;
 - 49.2 comply with the reasonable requirements of the owners corporation about the time and means by which you must access Flourmill Studios; and
 - 49.3 ensure that contractors and any persons involved in carrying out the building works comply with the reasonable requirements of the owners corporation about the times and means by which they must access Flourmill Studios.

Inter-tenancy walls

When may you alter or remove an inter-tenancy wall?

- 50 You may alter or remove an inter-tenancy wall if:
- 50.1 you own the lots separated by the inter-tenancy wall or you have the consent of the owner of the adjoining lot;
 - 50.2 it is not a structural wall;
 - 50.3 before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other lots (including services to those lots); and
 - 50.4 you comply with the procedures in this by-law.
- 51 Otherwise, you must have the consent of the owners corporation to alter or remove an inter-tenancy wall.

What consents are necessary?

- 52 You do not need consent from the owners corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

What are the conditions for carrying out the work?

- 53 It is a condition of you altering or removing an inter-tenancy wall that you:
- 53.1 carry out the work in the method certified by the structural engineer under by-law 50.3;



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- 53.2 if appropriate, comply with section 14 of the Strata Schemes (Freehold Development) Act 1973 NSW) and lodge any necessary building alteration plan with the Registrar-General;
- 53.3 comply with by-laws 44 to 49; and
- 53.4 acknowledge for yourself and future owners of your lot that the owners corporation does not have to reinstate the inter-tenancy wall.

Licences

Powers of the owners corporation

- 54 In addition to its powers under the Management Act, the owners corporation has the power to grant licences to any party to use parts of common property.
- 55 The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

What provisions may a licence include?

- 56 Licences the owners corporation grants under this by-law may include provisions about, but need not be limited to:
 - 56.1 payments under the licence;
 - 56.2 the term of the licence;
 - 56.3 the permitted uses of the licensed areas;
 - 56.4 the maximum number of persons allowed in the licensed area;
 - 56.5 insurances the licensee must effect; and
 - 56.6 cleaning and maintaining the licensed area.

Damage to common property

What are your obligations?

- 57 Subject to the by-laws, you must:
 - 57.1 use common property equipment only for its intended purpose;
 - 57.2 immediately notify the owners corporation if you know about damage to or a defect in common property; and
 - 57.3 compensate the owners corporation for any damage to common property caused by you, your visitors or persons doing work or carrying out building works in Flourmill Studios on your behalf



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When will you need consent from the owners corporation?

- 58 Subject to the by-laws, you must have consent from the owners corporation to:
- 58.1 interfere with or damage common property;
 - 58.2 remove anything from common property that belongs to the owners corporation; or
 - 58.3 interfere with the operation of common property equipment.

Insurance premiums

Consent from the owners corporation

- 59 You must have consent from the owners corporation to do anything that might invalidate, suspend or increase the premium for an owners corporation insurance policy.

Payments for increased premiums

- 60 If the owners corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the owners corporation for any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

Security at Flourmill Studios

Rights and obligations of the owners corporation

- 61 The owners corporation must take reasonable steps to:
- 61.1 stop intruders coming into Flourmill Studios; and
 - 61.2 prevent fires and other hazards.

Installation of security equipment

- 62 In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to install and operate on common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Flourmill Studios.

Restricting access to common property

- 63 In addition to its powers under the Management Act and subject to the by-laws, the owners corporation has the power to:
- 63.1 close off or restrict by security key access to parts of common property that do not give access to a lot;



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- 63.2 restrict by security key your access to levels in Flourmill Studios where you do not own or occupy a lot or have access according to an exclusive use by-law; and
- 63.3 allow security personnel to use part of common property to operate or monitor security of Flourmill Studios. The owners corporation may exclude you from using these parts of common property.

What are your obligations?

- 64 You must not:
 - 64.1 interfere with security cameras or surveillance equipment;
 - 64.2 do anything that might prejudice the security or safety of Flourmill Studios; or
 - 64.3 contravene any occupational health and safety laws.
- 65 You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.
- 66 You must expressly comply with all occupational health and safety laws.

Security keys

Providing owners and occupiers with security keys

- 67 Subject to this by-law, the owners corporation may give you a security key if it restricts access to common property under by-law 63.
- 68 The owners corporation must provide you with at least one security key for:
 - 68.1 the common property lift;
 - 68.2 the access and exit doors into the Flourmill Studios building (eg to the common property foyer); and
 - 68.3 your level of Flourmill Studios.

Fees for additional security keys

- 69 The owners corporation may charge you a fee or bond if you require extra or replacement security keys (in addition to those which you are entitled to receive under by-law 68).

Who do security keys belong to?

- 70 Security keys belong to the owners corporation.

Managing the security key system

- 71 In addition to its powers under the Management Act, the owners corporation has the power to make agreements with another person to exercise its functions under this

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by-law and, in particular, to manage the security key system. The agreement may have provisions requiring owners to pay the other person an administration fee for the provision of security keys.

72 In addition to its powers under the Management Act, the owners corporation has the power to:

72.1 re-code security keys; and

72.2 require you to promptly return your security keys to the owners corporation to be re-coded.

What are your obligations?

73 You must:

73.1 comply with the reasonable instructions of the owners corporation about security keys and, in particular, instructions about re-coding and returning security keys;

73.2 take all reasonable steps not to lose security keys;

73.3 return security keys to the owners corporation if you do not need them or if you are no longer an owner or occupier; and

73.4 notify the owners corporation immediately if you lose a security key.

74 You must not:

74.1 copy a security key; or

74.2 give a security key to someone who is not an owner or occupier.

Procedures if you lease your lot

75 If you lease or licence your lot, you must include a requirement in the lease or licence that the occupier return security keys to the owners corporation when they no longer occupy a lot in Flourmill Studios.

Exclusive use of air Conditioning services

Exclusive use by-law

76 This is an exclusive use by-law. The owners corporation may amend or cancel it only by special resolution and with the written consent of the owner of each lot.

77 By-laws 8 to 13 apply to this exclusive use by-law.

Exclusive use rights

78 The owner of each lot has:



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-
- 78.1 exclusive use of the air conditioning services which exclusively service their lot (as shown in the plan annexed hereto and marked "A"); and
 - 78.2 the special privilege to connect to and use the air conditioning services which exclusively service their lot.

Obligations of the owners corporation

- 79 The owners corporation must operate, maintain, repair and, where necessary, replace all other components of the air conditioning services which are not for the exclusive use of a lot.
- 80 The owners corporation must provide reticulated water to each lot to supply air conditioning through air conditioning services.

Obligations of owners

- 81 The owner of each lot must, at the cost of the owner:
 - 81.1 operate, maintain, repair and, where necessary, replace air conditioning services exclusively servicing their lot;
 - 81.2 use contractors approved by the owners corporation to maintain, repair and replace air conditioning services exclusively servicing their lot; and
 - 81.3 comply with the requirements of government agencies about air conditioning services.

Agreement with the Building Manager

Purpose of the agreement

- 82 In addition to its powers under the Management Act, the owners corporation has the power to appoint and enter into an agreement with the building manager to provide management and operational services for Flourmill Studios.

Initial period

- 83 The owners corporation may not enter into an agreement with the building manager under this by-law during the initial period for Flourmill Studios.

Terms of the agreement

- 84 The terms of the agreement entered into by the owners corporation under this by-law must not exceed 10 years. The agreement may have provisions about:
 - 84.1 the rights of the owners corporation to terminate the agreement early if the building manager does not properly perform its functions or comply with its obligations under the agreement; and



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- 84.2 the rights of the building manager to terminate the agreement early if the owners corporation does not comply with its obligations under the agreement.

Remuneration of the building manager

- 85 The remuneration of the building manager for the first year of the initial agreement under this by-law must not exceed \$20,000.00.

Duties of the building manager

- 86 The duties of the building manager under an agreement may include:
- 86.1 caretaking, supervising and servicing common property;
 - 86.2 supervising cleaning and garbage removal services;
 - 86.3 supervising the repair, maintenance, renewal or replacement of common property;
 - 86.4 co-ordinating deliveries and the movement of goods, furniture and other large articles through common property;
 - 86.5 co-ordinating the carrying out of building works;
 - 86.6 managing the security key system and providing security keys according to the by-laws;
 - 86.7 providing services to the owners corporation, owners and occupiers;
 - 86.8 supervising employees and contractors of the owners corporation;
 - 86.9 supervising Flourmill Studios generally; and
 - 86.10 doing anything else that the owners corporation agrees is necessary for the operation and management of Flourmill Studios.

Consent from the building manager

- 87 While an agreement is in force, the owners corporation must have consent from the building manager to enter into an agreement with another person to provide the services contemplated by this by-law.

Building management and you

- 88 You must not:
- 88.1 interfere with or stop the building manager or the strata manager performing their obligations or exercising their rights under their agreements with the owners corporation; or



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- 88.2 interfere with or stop the building manager or the strata manager using common property that the owners corporation permits them to use.

Rules

Powers of the owners corporation

- 89 In addition to its powers under the Management Act, the owners corporation has the power to make rules about the security, control, management, operation, use and enjoyment of Flourmill Studios and, in particular, the use of common property.
- 90 The owners corporation may add to or change the rules at any time.

What are your obligations?

- 91 You must comply with the rules.

What if a rule is inconsistent with the by-laws?

- 92 If a rule is inconsistent with the by-laws or the requirements of a government agency, the by-laws or requirements of the government agency prevail to the extent of the inconsistency.

How are consents given?

Who may give consent?

- 93 Unless a by-law states otherwise, consents under the by-laws may be given by:
- 93.1 the owners corporation at a general meeting; or
 - 93.2 the executive committee at a meeting of the executive committee.

Conditions

- 94 The owners corporation or the executive committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

Can consent be revoked?

- 95 The owners corporation or the executive committee may revoke their consent if you do not comply with:
- 95.1 conditions made by them when they gave you consent; or
 - 95.2 the by-law under which they gave you consent.

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Failure to Comply with by-laws

Powers of the owners corporation

96 The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

What can the owners corporation do?

97 The owners corporation may do anything on your lot that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the owners corporation, have not done properly.

98 The owners corporation must give you a written notice specifying when it will enter your lot to do the work. You must:

98.1 give the owners corporation (or persons authorised by it) access to your lot according to the notice and at your cost; and

98.2 pay the owners corporation for its costs for doing the work.

99 The owners corporation may recover any money you owe it under the by-laws as a debt.

Applications and complaints

100 You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

Change in use of lot to be notified

101 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).

Controls on hours of operation and use of facilities

102 The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

102.1 that commercial or business activities may be conducted on a lot or common property only during certain times,

102.2 that facilities situated on the common property may be used only during certain times or on certain conditions.

103 An owner or occupier of a lot must comply with a determination referred to in by-law 102.



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Fitout Works

- 104 The owner of a lot must have the consent of the owners corporation to do Building Works in their lot or in the common property or to carry out Fit Out Works. The owners corporation's consent may include conditions.
- 105 For the purposes of this by-law "Fit Out Works" means any fit out works that an owner wishes to do to their lot for the purposes of fitting out their lot for use as an office or commercial premises.
- 106 For the purposes of this by-law "Building Works" means any works, alterations, damage, repairs, replacement or removal of:
- (a) common property structures including the common property walls, floor and ceiling enclosing a lot. Common property walls include windows and doors in those walls;
 - (b) the structure of a lot;
 - (c) the internal walls inside a lot ;
 - (d) common property services.
- 107 Before carrying out Building Works or Fit Out Works, an owner of a lot must obtain the necessary consents from the owners corporation and relevant government agencies; find out where service lines, pipes and conduits are located and obtain consent of the owners corporation if it is proposed that common property services are to be interfered with. In relation to Fit Out Works, the owner must also comply with the Fit Out Guide from time to time prescribed by the owners corporation.
- 108 In carrying out Building Works or Fit Out Works, an owner of a lot must comply with any conditions of the owners corporation attached to its approval; use qualified, reputable and where appropriate licensed and insured contractors reasonably approved by the owners corporation; carry out the Building Works or Fit Out Works in a proper manner and to the reasonable satisfaction of the owners corporation; and repair any damage and indemnify the owners corporation for any loss caused to the common property or to the lot or property of any other owner or occupier.
- 109 If the Building Works or Fit Out Works involve the removal of or alterations to a load bearing wall, then when applying for the consent of the owners corporation, the owner must provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the owners corporation that the proposed damage, alteration or removal of the load bearing wall and the method by which the work will be done will not adversely affect the structural integrity of the building of which the lot forms part.
- 110 Before commencing Building Works or Fit Out Works an owner of a lot must effect the following insurances in the joint names of the owner and the owners corporation:
- 110.1 contractors all works insurance;



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-
- 110.2 workers compensation insurance; and
 - 110.3 public liability insurance in the amount of \$20,000,000.
 - 111 In performing Building Works or Fit Out Works, the owner of a lot must
 - 111.1 transport all construction materials, equipment, debris and other material in the manner reasonably directed by the owners corporation;
 - 111.2 protect all areas of Flourmill Studios outside the owner's lot from damage by the Building Works or Fit Out Works or in the transportation of construction materials, equipment and debris in a manner reasonably acceptable to the owners corporation:
 - 111.3 keep all areas of Flourmill Studios outside the lot clean and tidy throughout the performance of the Building Works or Fit Out Works;
 - 111.4 not create noise that causes undue discomfort, disturbance or interference with activities of any other occupier of Flourmill Studios;
 - 111.5 comply with the requirements of the local council and any relevant statutory authority concerning the performance of the Building Works or Fit Out Works.
 - 112 The owner of the lot will be liable for any damage caused to any part of the common property as a result of the Building Works or Fit Out Works and will make good that damage immediately after it has occurred.
 - 113 The owner of the lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Building Works or Fit Out Works on the common property.
 - 114 Building Works and Fit Out Works must be undertaken at the cost of the owner of the lot.
 - 115 The owner of the lot will indemnify the owners corporation for all of the costs of considering and making any by-law, approving any plans, drawings or other documents or obtaining certification of the Building Works or Fit Out Works or changes to common property areas resulting from the works, incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation when requested.
 - 116 The Building Works or Fit Out Works shall remain the lot owner's fixture and the owner of the lot shall maintain them in a state of good and serviceable repair and for this purpose shall renew and replace whenever necessary.



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Access to Lots

- 117 An owner of a lot must give reasonable access to its lot to the developer for the purposes of carrying out the initial refurbishment of the building or to an owner of another lot for the purposes of doing Building Works or Fit Out Works or the owners corporation for the renewal of services if access to the common property or common property services is most convenient through that lot ("Access").
- 118 The person requiring the Access will give the owner of the lot affected not less than 7 days notice that Access is required and wherever possible, such Access need only be given outside of business hours. In the case of the developer only 24 hours notice will be required.

Lots Utilised for Retail Purposes

- 119 Lots 6 to 10 located on the ground floor of Flourmill Studios may be used from time to time for retail purposes.
- 120 The owners of all the lots in the strata plan acknowledge that Lots 6 to 10 are specifically designated for retail purposes and cannot object to the permitted use of these lots for retail purposes.

Rights of Lessees

- 121 In addition to its powers under the Management Act, the owners corporation has the power to execute and enter into any Deed or Deed Poll whereby the owners corporation covenants in favour of any lessee of any part of the Building (being Flourmill Studios, Sydney) who is in occupation of that part on the date of registration of the Strata Plan (in this by-law called a "lessee") to provide to such lessee access to, rights to use and services in relation to common property in accordance with the terms of their lease such that any lessee retains all of their rights over common property as provided in their lease and to the extent that there is an inconsistency between their lease and the by-laws of the strata scheme from time to time, the provisions of such lease shall prevail. The owners corporation is authorised to enter into such Deeds or Deeds Poll at any time including during the initial period of Flourmill Studios.
- 122 Despite anything in these by-laws to the contrary a lessee is not bound by the by-laws to the extent that they are inconsistent with their lease or impose on the lessee obligations under the by-laws but not provided for in their lease.
- 123 Despite anything in these by-laws to the contrary the lessee is entitled to remove from the Building its fixtures and fittings in the nature of tenant's fixtures which it is entitled to do pursuant to the provisions of their lease.

Car Parking

- 124 Any lot which is a lot for car parking may be used to park the number of vehicles permitted by Council from time to time.



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- 125 Owners must promptly lodge and pay any levy, charge or impost that may be payable in respect of any Lot which is a car space and subject to the *Parking Space Levy Act 1992 (NSW)*.

Car Stackers

- 126 This is an exclusive use and special privilege by-law. The owners corporation may amend or cancel it only by unanimous resolution and with the written consent of the owner of each lot which has the benefit of these exclusive use and special privilege rights.
- 127 By-laws 8 to 13 apply to this exclusive use by-law.
- 128 In this by-law, the Lot Owners means the owners from time to time of car parking lots fitted with mechanical car stackers.
- 129 The Lot Owners have:
- 129.1 exclusive use of that part of the common property below their car space which is necessary for the installation of the car stacker fitted to the car space;
 - 129.2 the special privilege to affix a car stacker to the common property referred to in clause 129.1;
 - 129.3 the special privilege to connect their car stacker to the common property electricity supply.

Obligations of owners

- 130 The Lot Owners must, at their cost:
- 130.1 maintain, repair and where necessary, replace the car stacker fitted to their car space;
 - 130.2 comply with the requirements of government agencies in relation to their car stacker, and obtain all necessary approvals.

Water Usage

- 131 If required by the owners corporation, an owner must at its expense procure the installation of a water meter on its lot to measure the volume of water used by the owner or occupier of that lot.

Café – Exclusive Use by-laws

- 132 This is an exclusive use and special privilege by-law. The owners corporation may amend or cancel it only by unanimous resolution and with the written consent of the owner of each lot which has the benefit of these exclusive use and special privilege rights.

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- 133 By-laws 8 to 13 apply to this exclusive use by-law.
- 134 In this By-law, the Café Owner means the owner from time to time of Lot 6.
- 135 The Café Owner has:
- 135.1 exclusive use of the grease trap;
 - 135.2 the special privilege to connect to and use the grease trap;
 - 135.3 exclusive use of the café seating area;
 - 135.4 the special privilege to place chairs, tables and such other ancillary items as may be required in the ordinary course of its business, to facilitate the use of the café seating area for customers of the business operated from Lot 6.

Obligations of owner

- 136 The Café Owner must, at its cost:
- 136.1 operate, maintain, repair and where necessary, replace the grease trap and café seating area;
 - 136.2 use contractors approved by the owners corporation to maintain, repair and replace the grease trap and café seating area; and
 - 136.3 comply with the requirements of government agencies in relation to the grease trap and café seating area, and obtain all necessary approvals.

Lots 42 & 43 – Exclusive Use by-laws

- 137 This is an exclusive use and special privilege by-law. The owners corporation may amend or cancel it only by unanimous resolution and with the written consent of the owner of each lot which has the benefit of these exclusive use and special privilege rights.
- 138 By-laws 8 to 13 apply to this exclusive use by-law.
- 139 In this by-law, the Lot Owners means the owners from time to time of Lots 42 and 43.
- 140 The Lot Owners have:
- 140.1 exclusive use of that part of the common property forming the entry foyer ("the entry foyer") to lots 42 and 43 (as shown at figure 'E1' on the plan annexed hereto and marked "C");
 - 140.2 exclusive use of that part of the common property leading to the entry foyer referred to in by-law 140.1 which they may require from time to time for the installation of a top-hung, glazed entry door ("the entry door") to the foyer; and



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- 140.3 the special privilege to construct and attach to any part of the common property referred to in 140.2 a top-hung, glazed entry door.

Obligations of owner

- 141 The Lot Owners must, at their cost:
- 141.1 maintain, repair and where necessary, replace/reinstate the entry foyer and entry door;
 - 141.2 use contractors approved by the owners corporation to maintain, repair and replace/reinstate the entry foyer and entry door; and
 - 141.3 comply with the requirements of government agencies in relation to the entry foyer and entry door, and obtain all necessary approvals.

Lot 24 – Special Privilege by-laws

- 142 This is a special privilege by-law. The owners corporation may amend or cancel it only by unanimous resolution and with the written consent of the owner of each lot which has the benefit of these special privilege rights.
- 143 By-laws 8 to 13 apply to this special privilege by-law.
- 144 With the exception of the requirement to obtain the consent of the owners corporation, all other by-laws relating to building works or fit-out works apply to any works carried out under this by-law.
- 145 In this by-law, the Lot Owner means the owner from time to time of Lot 24.
- 146 The Lot Owner has:
- 146.1 the special privilege to construct and, if necessary, attach to any part of the common property within its lot a mezzanine floor ("the mezzanine floor").

Obligations of owner

- 147 The Lot Owner must, at its cost:
- 147.1 maintain, repair and where necessary, replace the mezzanine floor;
 - 147.2 use contractors approved by the owners corporation to maintain, repair and replace the mezzanine floor; and
 - 147.3 comply with the requirements of government agencies in relation to the mezzanine floor, and obtain all necessary approvals.

Car parking – Exclusive Use by-laws

- 148 This is an exclusive use and special privilege by-law. The owners corporation may amend or cancel it only by unanimous resolution and with the written consent of the

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owner of each lot which has the benefit of these exclusive use and special privilege rights.

149 By-laws 8 to 13 apply to this exclusive use by-law.

150 In this By-law, the Lot Owner means the owner from time to time of the lot shown in the table below, and Car Space means the corresponding car space shown in the table (a plan of which is annexed hereto and marked "D").

151 The Lot Owner has:

151.1 exclusive use of the Car Space; and

151.2 the special privilege to park a car in the Car Space subject to the following conditions:

151.2.1 INSURANCE: The Lot Owner shall not to do or suffer to be done on the Car Space any act or thing by reason of which any increase or extra premium may become payable by the owners corporation for insurance;

151.2.2 MAINTENANCE: The Lot Owner shall maintain and keep the Car Space in good, clean and serviceable repair and condition including cleaning of grease and oil and shall ensure the Car Space is swept and hosed down with water at least once per year;

151.2.3 VEHICULAR PARKING: The Lot Owner shall not use the Car Space other than for parking of motor vehicles;

151.2.4 NON-ASSIGNMENT: The Lot Owner shall not assign the Car Space or any part thereof other than to the owner (which shall include any purchaser) of any lot in Flourmill Studios; this does not exclude allowing the use of the car space by a tenant of the lot;

151.2.5 GOVERNMENTAL REQUIREMENTS: The Lot Owner shall comply with the requirements of government agencies in relation to the Car Space, and obtain all necessary approvals;

151.2.6 CAR PARKING LEVY: The Lot Owner must promptly lodge and pay any levy, charge or impost that may be payable in respect of the Car Space and subject to the *Parking Space Levy Act 1992 (NSW)*; and

151.2.7 ENTRY: Notwithstanding anything herein contained, the owners corporation, its agents and servants, may at all times enter upon the Car Space for the purpose of inspecting, maintaining and repairing the same or for the purpose of ensuring that the by-laws of the Flourmill Studios are observed.



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Lot Number	Car Space Number
6	E2
7	E3
8	E4

Personal Lockers – Exclusive Use by-laws

- 152 This is an exclusive use and special privilege by-law. The owners corporation may amend or cancel it only by unanimous resolution and with the written consent of the owner of each lot which has the benefit of these exclusive use and special privilege rights.
- 153 By-laws 8 to 13 apply to this exclusive use by-law.
- 154 In this By-law, the Lot Owner means the owner from time to time of the lot shown in the table and Personal Locker means the corresponding personal locker shown in the table (a plan of the locker area and the table are annexed hereto and marked "F").
- 155 The Lot Owner has:
- 155.1 exclusive use of the Personal Locker; and
 - 155.2 the special privilege to use the Personal Locker for storage purposes.

Obligations of owner

- 156 The Lot Owner must, at its cost:
- 156.1 maintain, repair and where necessary, replace the Personal Locker; and
 - 156.2 not use the Personal Locker for the storage of dangerous, noxious or offensive materials.

Car share space

- 157 The owners corporation must provide one car parking space for a car sharing scheme vehicle ("the car share space"), and access to and from the car share space, in accordance with Marrickville Council's development consent number 200600188.
- 158 The owners corporation shall maintain the car share space in good order and condition at all times, and shall permit authorised officers of Marrickville Council to inspect the car share space upon reasonable notice.



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Maintenance Plans

- 159 The owners corporation, and where applicable, all lot owners, shall at all times comply with the Conservation Management Plan, the Long-Term Maintenance Plan (contained in Appendix C to the Conservation Management Plan), the Interpretation Plan and the Environmental Management Plan, referred to in Marrickville Council's development consent number 200600188.



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By-laws for Flourmill Studios

Annexures



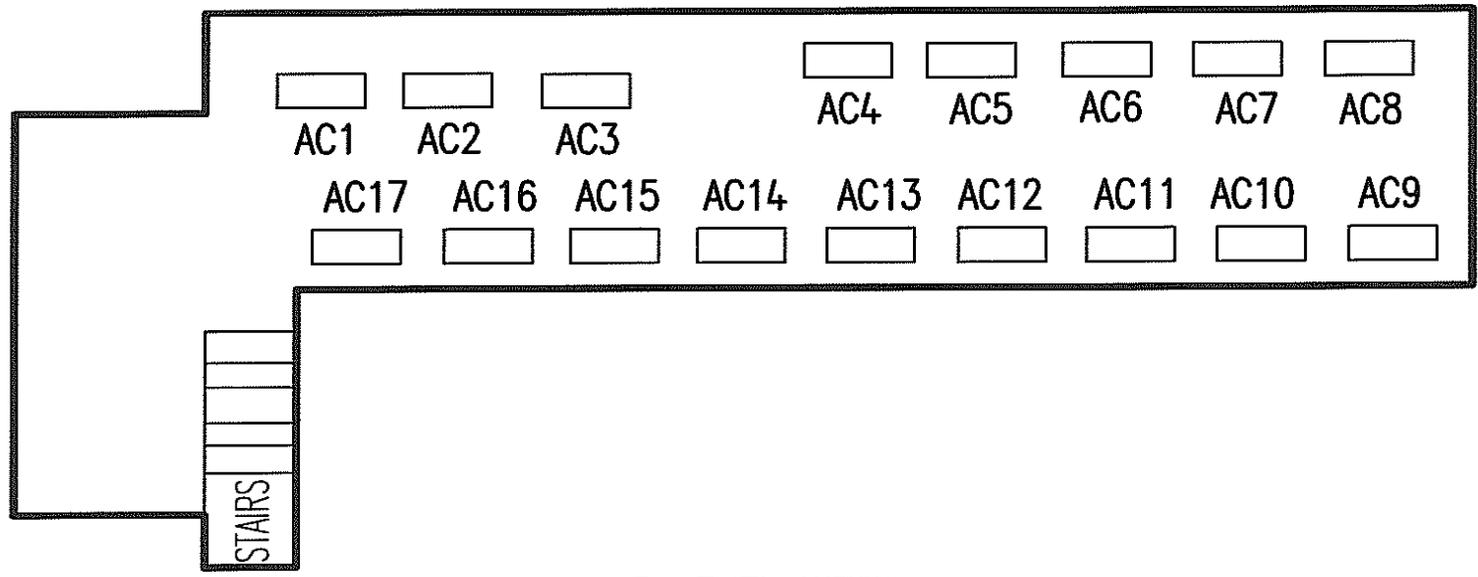
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ANNEXURE 'A'

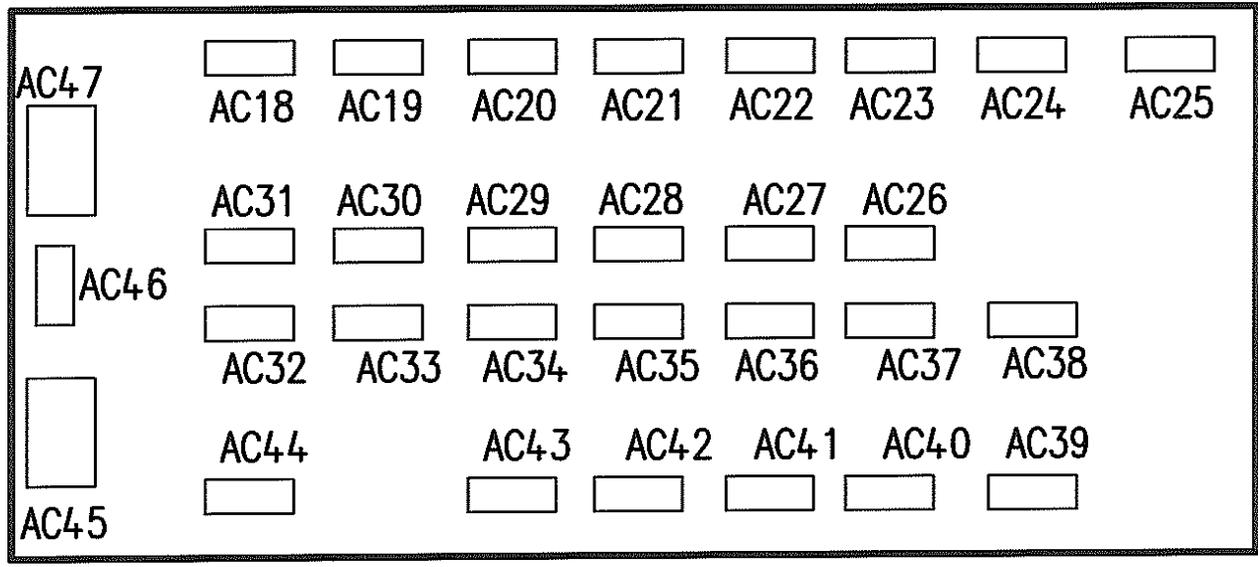
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EXCLUSIVE USE SKETCH FOR AIR CONDITIONING UNITS ROOF LEVEL 'CRAGO FLOUR MILL STUDIO'

ROOF LEVEL EAST



ROOF LEVEL WEST



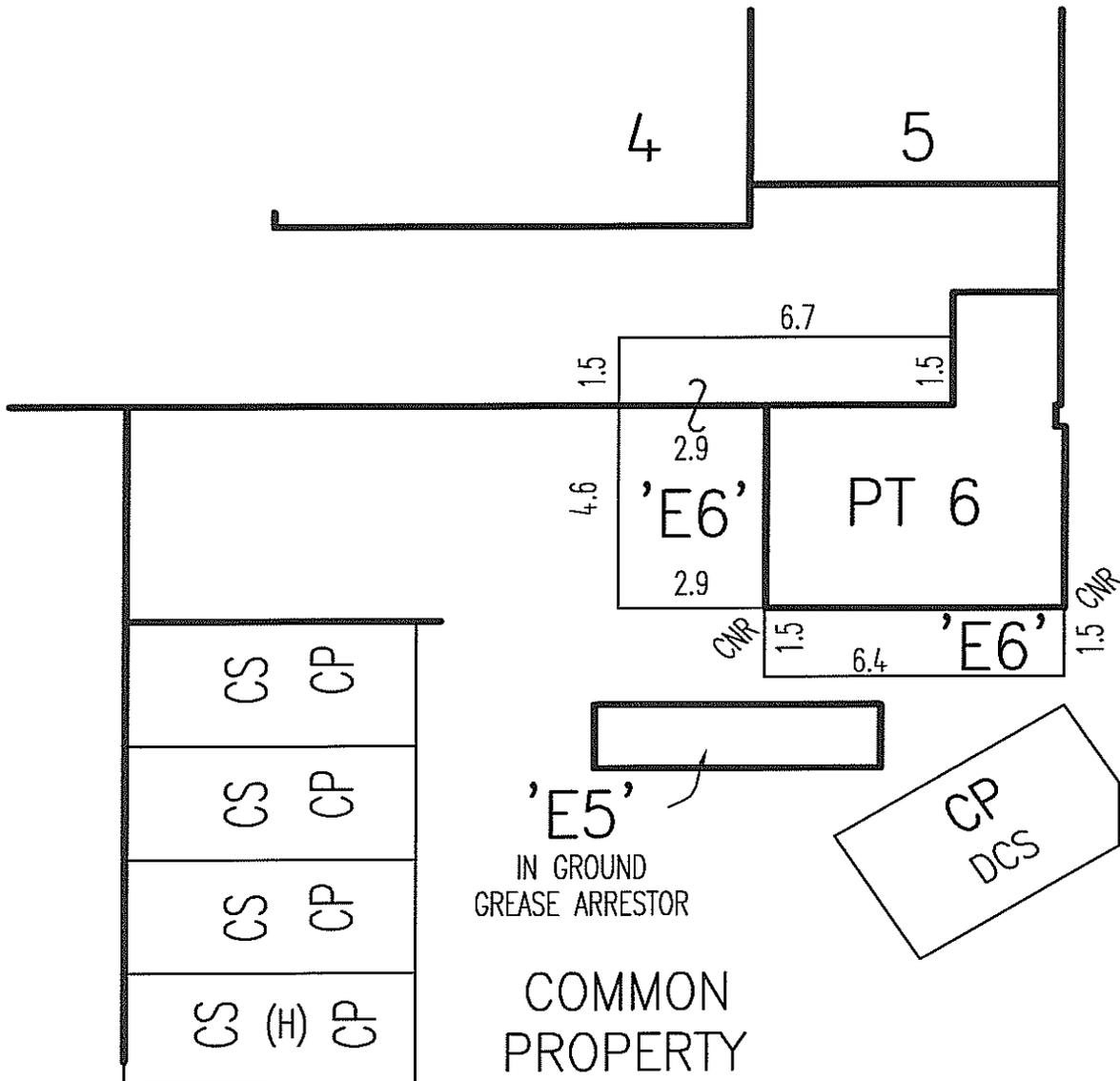
AC No.	LOT No.								
AC1	15	AC9	41	AC17	16	AC25	1	AC33	42
AC2	14	AC10	33	AC18	26	AC26	8	AC34	43
AC3	6	AC11	32	AC19	25	AC27	7	AC35	34
AC4	30	AC12	18	AC20	24	AC28	29	AC36	35
AC5	31	AC13	17	AC21	13	AC29	27	AC37	19
AC6	38	AC14	5	AC22	12	AC30	28	AC38	20
AC7	39	AC15	4	AC23	11	AC31	36	AC39	10
AC8	40	AC16	3	AC24	2	AC32	37	AC40	9
								AC41	23
								AC42	22
								AC43	21
								AC44	44
								AC45	47
								AC46	45
								AC47	46

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ANNEXURE 'B'

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EXCLUSIVE USE SKETCH FOR CAFE SEATING & GREASE ARRESTOR
EASTERN CAR PARK LEVEL 1 'CRAGO FLOUR MILL STUDIO'



GLADSTONE

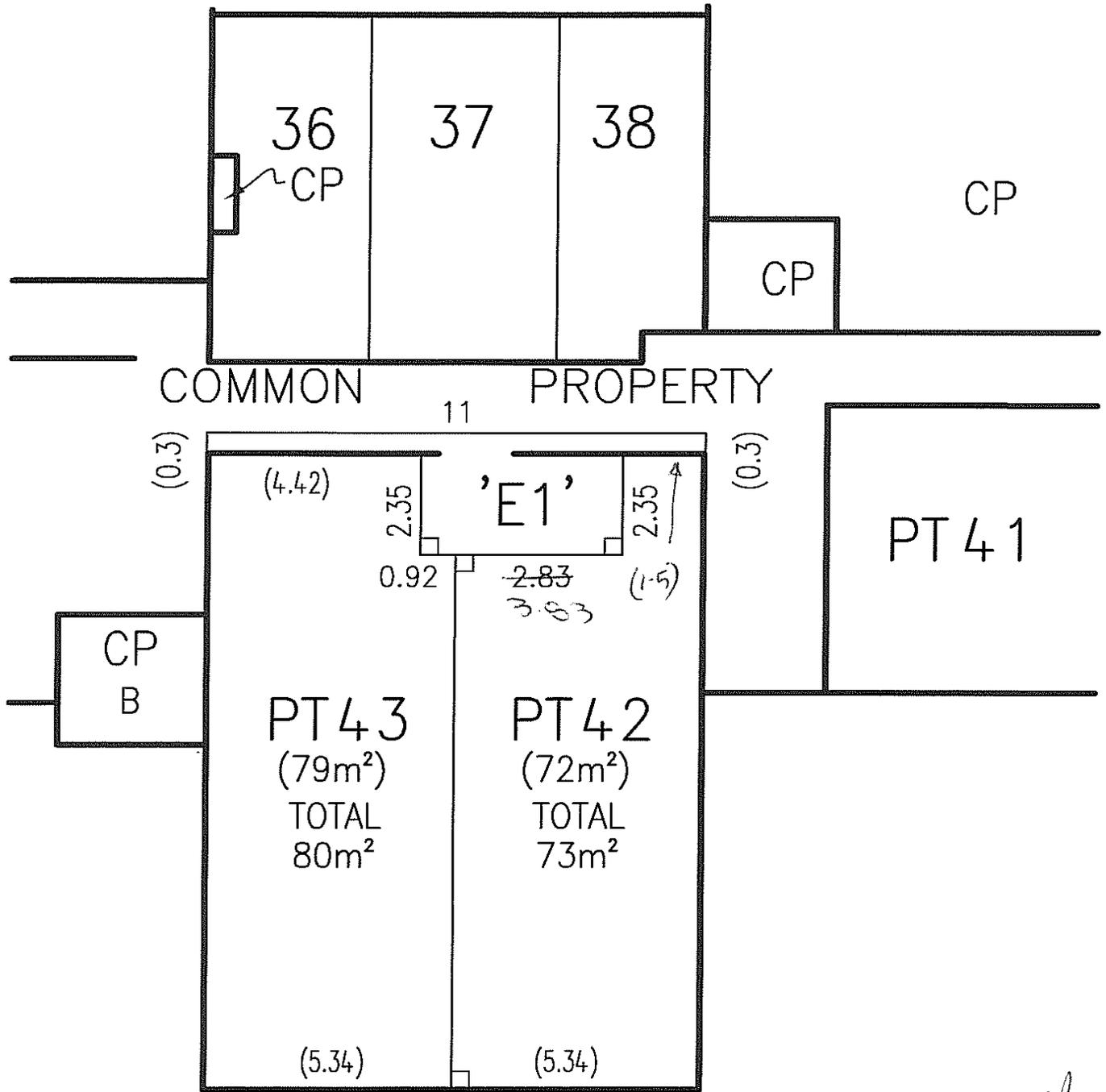
STREET

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ANNEXURE 'C'

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EXCLUSIVE USE SKETCH FOR COMMON PROPERTY FOYER 'CRAGO FLOUR MILL STUDIO' LEVEL 4

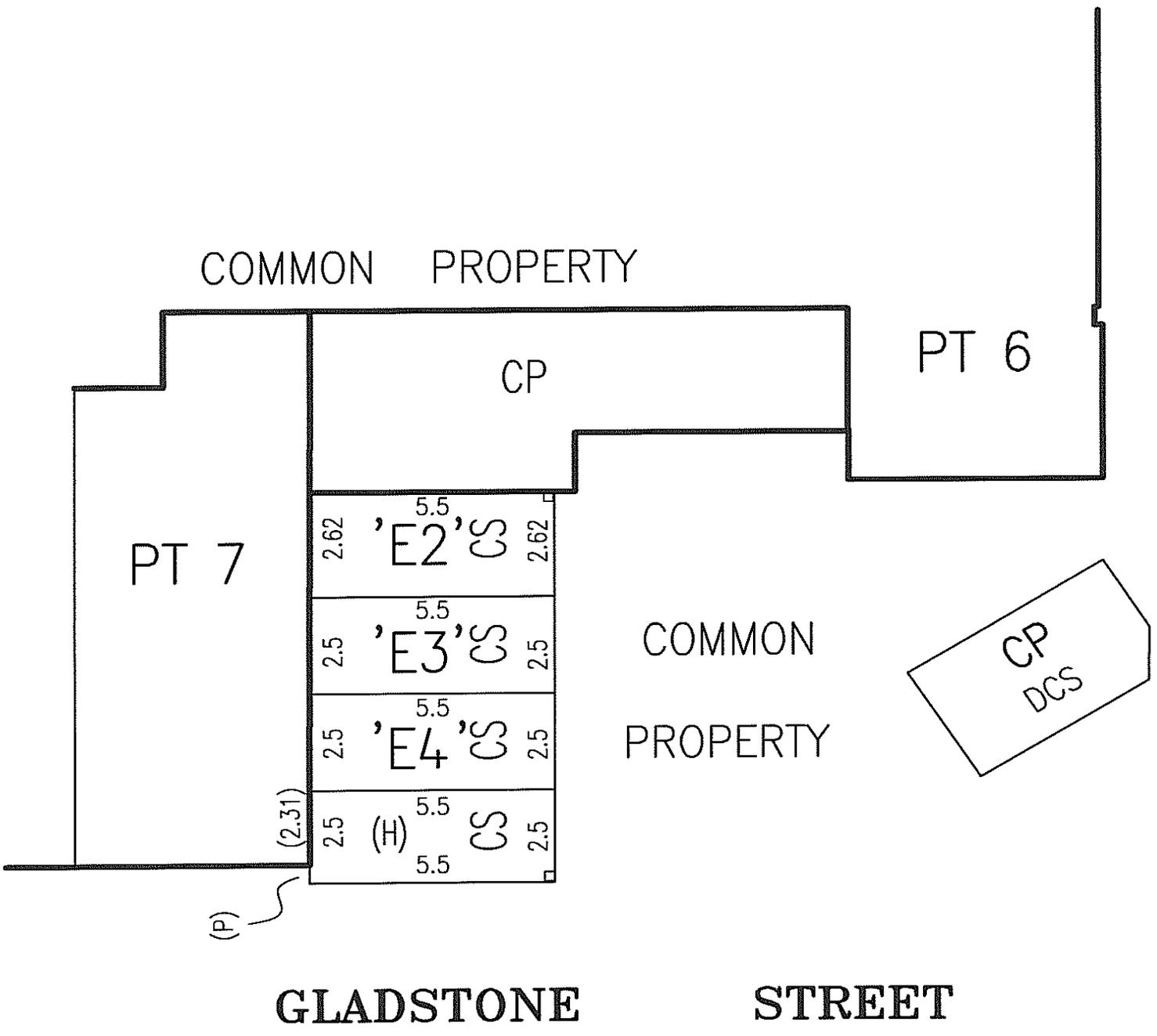


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ANNEXURE 'D'

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EXCLUSIVE USE SKETCH FOR COMMON PROPERTY CAR SPACES EASTERN CAR PARK LEVEL 1 'CRAGO FLOUR MILL STUDIO'



(P) DENOTES PROLONGATION OF FACE OF WALL
└┘ DENOTES 90 DEGREES

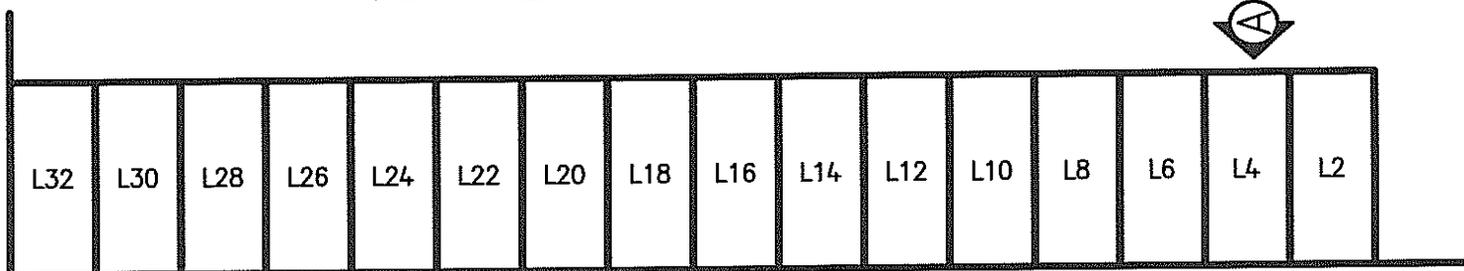
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ANNEXURE 'F'

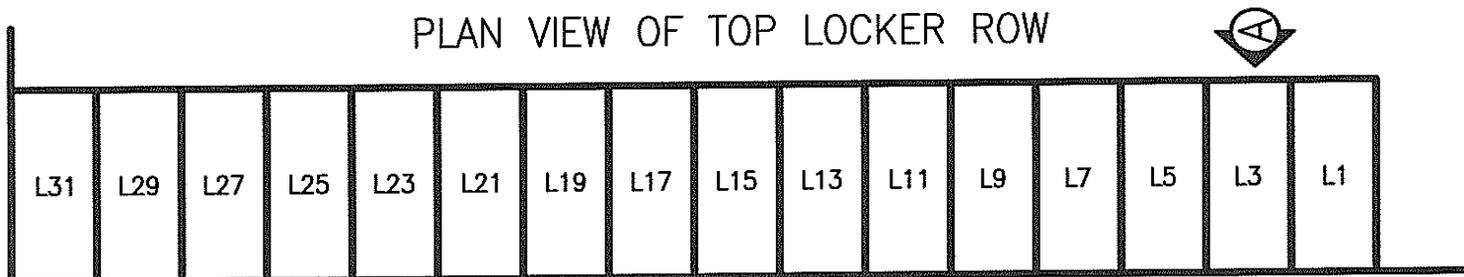
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EXCLUSIVE USE SKETCH FOR PERSONAL LOCKER ALLOCATION 'CRAGO FLOUR MILL STUDIO' LEVEL 1 BIKE LOCKER ROOM

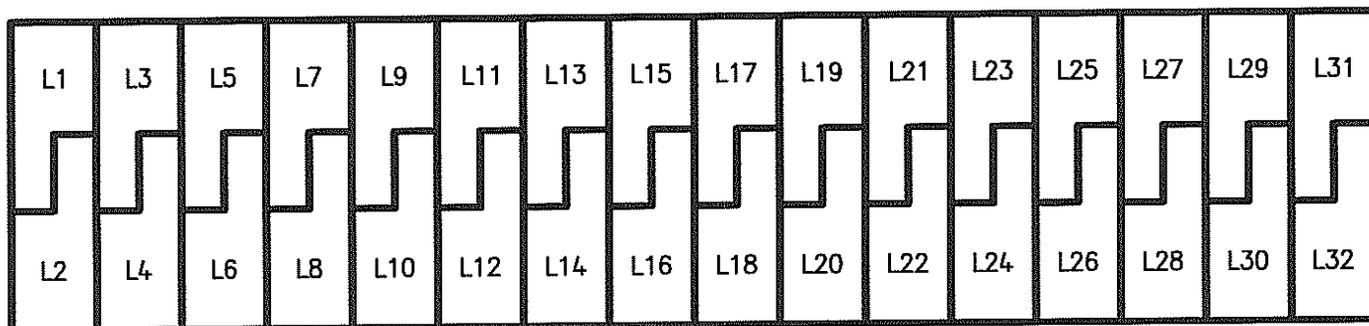
PLAN VIEW OF BOTTOM LOCKER ROW



PLAN VIEW OF TOP LOCKER ROW



ELEVATION 'A' OF LOCKERS



LOCKER ALLOCATION SCHEDULE

LOCKER No.	LOT						
1	46	9	34	17	17	25	25
2	46	10	10	18	18	26	44
3	47	11	45	19	19	27	40
4	47	12	12	20	20	28	28
5	33	13	42	21	21	29	29
6	6	14	43	22	41	30	30
7	7	15	15	23	23	31	31
8	8	16	16	24	24	32	32

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Execution

Executed by **Podcorp Holdings Pty Limited** acting by the following persons or, if the seal is affixed, witnessed by the following persons:



[Handwritten Signature]
.....
Signature of authorised person

.....
Signature of authorised person

Sole Director / Secretary
.....
Office held

.....
Office held

Andrew Podgornik
.....
Name of authorised person (print)

.....
Name of authorised person (print)

Executed by **St George Bank Limited** acting by the following persons or, if the seal is affixed, witnessed by the following persons:

[Handwritten Signature]
.....
Signature of authorised person

[Handwritten Signature]
.....
Signature of authorised person

Senior Relationship Manager
.....
Office held

Senior Relationship Manager
.....
Office held

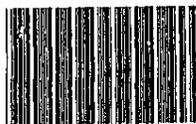
Claude Adamati
.....
Name of authorised person (print)

Joseph El Hachem
.....
Name of authorised person (print)

REGISTERED  23.7.2008

RP 13

STAMP DUTY



W693853

③

TRANSFER
 REAL PROPERTY ACT, 1900

B 1 of 2
 \$ 37
 EXTRA PAID
 37.00
 7.60
 2.87

DESCRIPTION OF LAND Note (a)	Torrens Title Reference VOLUME 13059 FOLIO 62 VOLUME 5771 FOLIO 74 VOLUME 1960 FOLIO 143	If Part Only, Delete Whole and Give Details WHOLE	PARISH: PETERSHAM COUNTY: CUMBERLAND
---------------------------------	---	--	---

TRANSFEROR Note (b)
ALLIED MILLS INDUSTRIES PTY. LIMITED

ESTATE Note (c)
 (the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ **330,000.00** and transfers an estate in fee simple in the land above described to the TRANSFEREE

TRANSFEREE Note (d)
ELONFOLD PTY. LIMITED of 28 Northwood Street, Newtown

TENANCY Note (e)
as joint tenants in common

PRIOR ENCUMBRANCES Note (f)
 subject to the following PRIOR ENCUMBRANCES 1. ...
 2. ...
 3. ...
AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in Annexure "A" hereto.
 DATE **2.5.86**

EXECUTION Note (g)
 Signed in my presence by the transferor who is personally known to me

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

The Common Seal of **ALLIED MILLS INDUSTRIES PTY. LTD.** was hereunto affixed by authority of the directors previously given and in the presence of:

Signature of Transferor

Note (g)
 Signed in my presence by the transferee who is personally known to me

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

THE COMMON SEAL of **ELONFOLD PTY. LIMITED** was duly affixed in the presence of:

Signature of Transferee

TO BE COMPLETED BY LODGING PARTY Notes (h) and (i) \$333 B	LOGGED BY V. ... SYDNEY TEL: PHONES 223-2511 DELIVERY BOX No. 271		LOCATION OF DOCUMENTS CT OTHER ✓ x 3, 11 Herewith. In R.G.O. with Produced by	
	Delivery Box Number	REGISTERED 11-2-1987	Secondary Directions update land information re 5771/74 off Loc K333049 & Book 2718/6 paid	Delivery Directions
OFFICE USE ONLY 009	Checked RBS	Passed RBS	Extra Fee \$ 37	Registrar General RB 6 BR

"A"

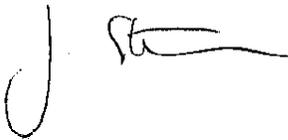
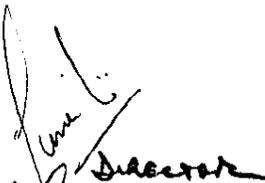
This is the annexure "A" referred to in the Transfer between ALLIED MILLS INDUSTRIES PTY. LIMITED and ELONFOLD PTY. LIMITED dated May 1986.

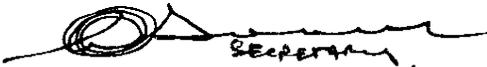
The Transferee for itself, its successors and assigns or other registered proprietors for the time being of the land hereinbefore described covenants with the transferor, its successors and assigns that the said land shall not be used for or in connection with flour milling, bread baking or stock feed manufacture.

The benefit of the foregoing covenants shall be appurtenant to the following land:

<u>Lot</u>	<u>Volume</u>	<u>Folio</u>
100	10289	171
1	10723	112
Part 17-19	3289	142
Part 19	4717	183
Part 18-19	8390	175
Part 17-18	4725	180
Part 17	3408	156
Parts 16 and 17	4361	204
16	5500	64
15	9277	93
Part 12	3240	101
Part 12	3240	78
11	9594	137
Part 10	2864	59
Part 9 - 10	2625	20
Part 19	3391	204
Part Portions 125 and 128	3322	77

The burden of the foregoing covenants shall be upon the said land hereby transferred. The aforesaid covenant may be released, varied and modified only with the consent of the transferor and shall be deemed to be released entirely as from the date being 25 years from the date hereof.



DIRECTOR

DIRECTOR

SECRETARY

Number 56

Book 2023

CONVEYANCE

AD VALOREM DUTY PAID

£ 12 - -

N.S.W.
STAMP DUTIES OFFICE

NEW SOUTH WALES STAMP

DUTY FIVE SHILLINGS

DULY STAMPED

B10747W

THIS DEED is made the *seventh* day of *July* One thousand nine hundred and fortyseven BETWEEN THE COMMISSIONER FOR RAILWAYS a body corporate created under or by virtue of the Transport (Division of Functions) Act, 1932-1943 (hereinafter called the Commissioner) of the one part and F. CRAGO & SONS PTY. LIMITED a Company duly incorporated under the Companies Act, 1936 of the State of New South Wales and having its registered office at Newtown in the said State (hereinafter called the Purchaser) of the other part WHEREAS the lands and hereditaments comprised and described in the First Schedule hereto and intended to be hereby conveyed are vested in the Commissioner for an estate of inheritance in fee simple free from encumbrances AND WHEREAS the Commissioner has agreed with the Purchaser for the sale to the Purchaser of the said lands and hereditaments together with certain other lands and hereditaments held under the provisions of the Real Property Act, 1900 for the total price or sum of One thousand two hundred pounds (£1,200/-/-) NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of One thousand two hundred pounds (£1,200/-/-) on or before the execution of these presents paid by the Purchaser to the Commissioner (the receipt whereof is hereby acknowledged) which said sum of One thousand two hundred pounds (£1,200/-/-) is the same consideration as is mentioned in a Memorandum of Transfer of even date herewith from the Commissioner to the Purchaser of certain land held under the provisions of the Real Property Act, 1900 being part of the land comprised in Certificate of Title Registered Volume 1967 Folio 4) the Commissioner in exercise of the powers conferred upon him by the Government Railways Act, 1912 of the State of New South Wales as amended and of all other powers (if any) him hereunto enabling and with the approval of His Excellency the Governor in Council doth hereby convey unto the Purchaser ALL those lands and hereditaments comprised and described in the First Schedule hereto TO HOLD the same unto the Purchaser in fee simple RESERVING unto the Commissioner his successors and assigns full right and liberty for him and them to retain and use the nine inch glazed earthenware drain pipe the sewer connection and sewer vent and the three quarter inch water pipe and water meter on or under the said land in the positions indicated by black blue and green lines respectively on the plan endorsed hereon with full power and authority at all times to enter upon the said land with his or their agents or workmen and do or cause to be done all things in the reasonable opinion of the Commissioner necessary for repairing renewing replacing removing or cleansing the same or any of them AND the Purchaser doth hereby for itself and its assigns and other the owner or owners for the time being of the said land covenant with the Commissioner his successors and assigns that it or they will not without the consent in writing of the Commissioner his successors or assigns carry out any work upon the said land which may prejudicially affect the said pipes and services and will not in any manner interfere nor permit any interference therewith AND the Commissioner as covenantor hereby covenants with the Purchaser as covenantee to produce the deeds and documents particularised in the Second Schedule hereto.

IN WITNESS whereof the Common Seals of the parties hereto were hereunto affixed on the day and year first hereinbefore written.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

2
2
ALL THAT parcel of land situate in the Municipality of Newtown Parish of Petersham County of Cumberland and State of New South Wales being part of the land comprised in Conveyance Registered No. 641 Book 109 Commencing at the most western corner of the land comprised in Certificate of Title Register Volume 1960 Folio 143 and bounded thence by part of the north-eastern side of Gladstone Street bearing 311 degrees 39 minutes 66 feet $\frac{1}{2}$ inch and 298 degrees 9 minutes 30 seconds 28 feet $6\frac{3}{4}$ inches thence by lines bearing 32 degrees 40 minutes 18 feet 2 inches and 104 degrees 12 minutes 108 feet $2\frac{3}{4}$ inches to the north-western boundary of Lot 11 Deposited Plan 273 thence by part of that boundary bearing 214 degrees 3 minutes 49 feet $\frac{1}{2}$ inch to a north-western boundary of the land comprised in Certificate of Title Register Volume 1960 Folio 143 aforesaid and thence by part of that boundary bearing 246 degrees 49 minutes 13 feet $10\frac{1}{2}$ inches to the point of commencement being $13\frac{3}{4}$ perches in area.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

14th July, 1868 Conveyance Thomas Chaplin Breillat to The Commissioner for Railways Registered No. 641 Book 109.

THE COMMON SEAL of F. CRAGO)
& SONS PTY. LIMITED was here)
to affixed by the authority)
of the Directors previously)
given and in the presence)
of one of such Directors)
whose signature is set)
opposite hereto:)

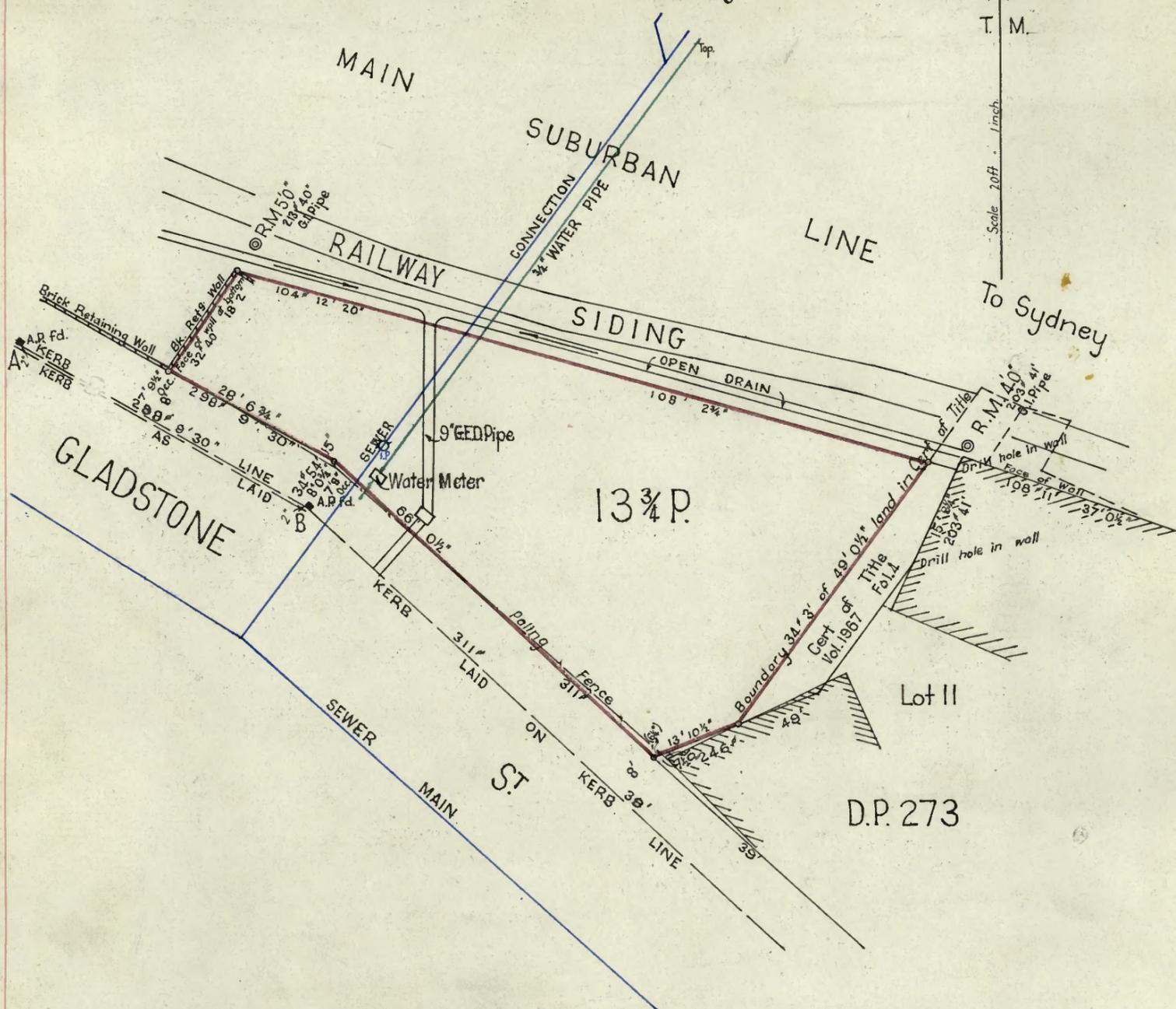
F. A. Crago
Secretary

101
17 JUL 1947
done

Handwritten signature

THE PLAN HEREINBEFORE REFERRED TO

Parish of Petersham County of Cumberland



T. M.
Scale 20ft. 1inch

THE COMMON SEAL of THE COMMISSIONER
 FOR RAILWAYS hath been hereunto
 duly affixed in the presence of:

W. A. Anderson
 Asst. Secretary for Railways

(L.S.)

CORRECT
Fred. W. Brettnall
 Solicitor for Railways

NEW SOUTH WALES)
 TO WIT)

I, DONALD LAWSON Clerk to Messrs. Tress, Cocks & Maddox, Solicitors, being duly sworn
 make oath and say as follows:-

1. The writing contained above and on the preceding page hereof has been compared
 by me with the original Conveyance and is a true copy thereof.

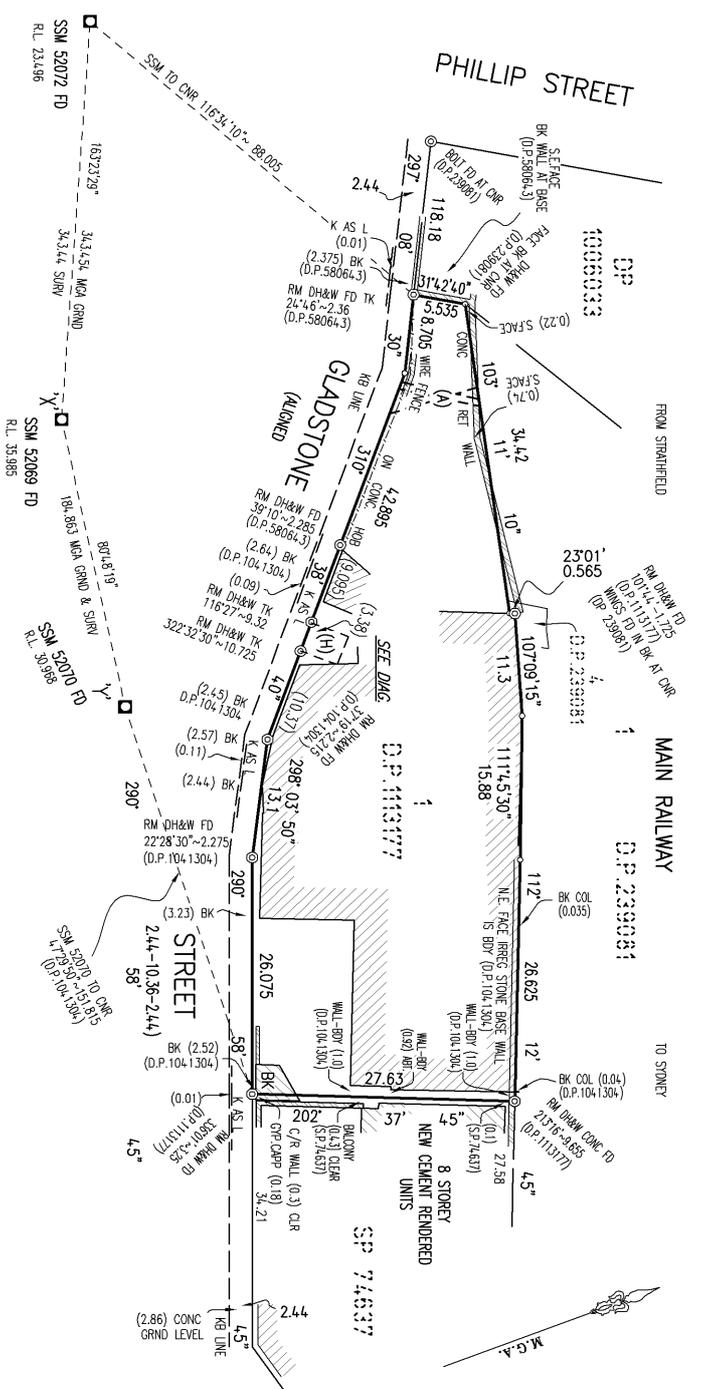
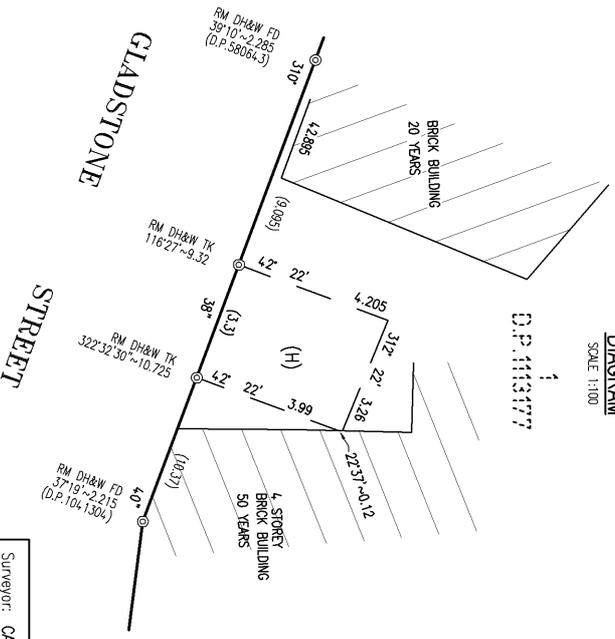
SWORN by the Deponent at Sydney
 this *seventeenth* day of *July*
 One thousand nine hundred and
 forty seven before me:

F. Astin
 DEPUTY REGISTRAR

RECEIVED into the office for the registration of Deeds at Sydney this *seventeenth* day
 of *July* One thousand nine hundred and forty seven at 30 minutes past *two*
 o'clock in the *afternoon* from the said Donald Lawson, Clerk to Messrs. Tress
 Cocks & Maddox of Sydney, Soliditors.

F. Astin
 DEPUTY REGISTRAR

0m 20 30 40 50 60 70 80 90 100 110 120 130 140 150m Date of mm



SURVEYING REGULATION, 2006, CLAUSE 61(2)
MGA CO-ORDINATES

MARK	EAST	NORTH	ZONE	CLASS	ORDER
SSM 52069	330 984.647	6 247.543.120	56	B	2
SSM 52070	331 167.125	6 247.572.657	56	B	2
SSM 52072	330 886.482	6 247.872.228	56	B	2

SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 10/03/2008
COMBINED SCALE FACTOR 0.9999947

(H) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
(A) DENOTES EASEMENT FOR 0.23m GED PIPE, SEWER LINE, SEWER VENT, WATER METER & 0.2m PIPE, APPROXIMATE POSITION SHOWN. (VIDE BK.2023 No.56)

Surveyor: CAMERON PHILLIP MILES
Date of Survey: 11/07/2007
Surveyor's Ref: 051126_EA

PLAN OF EASEMENTS OVER LOT 1
D.P.1113177

LGA: MARRICKVILLE
Locality: NEWTOWN
Subdivision No:

REGISTERED
21.4.2008

DP1125377

X:\051085\051126-GLADSTONE ST NEWTOWN\PLANS OF EASEMENT\EA EASEMENT\051126_EASE_EA.dwg

PLAN FORM 6

WARNING. Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, 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 IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES



[Signature]
 SOLE DIRECTOR/SECRETARY

SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401

[Signature] Attorney
[Signature] Witness

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
 Date of Endorsement:
 Accreditation no:
 Subdivision Certificate no:
 File no:

* Delete whichever is inapplicable.

DP1125377

Registered: 21.4.2008
 Title System: TORRENS
 Purpose: EASEMENT

PLAN OF EASEMENTS OVER LOT 1 D.P.1113177

LGA: MARRICKVILLE
 Locality: NEWTOWN
 Parish: PETERSHAM
 County: CUMBERLAND

Surveying Regulation, 2006

I, CAMERON PHILLIP MILES of DENNY LINKER & CO. PO Box 1807, Strawberry Hills NSW

a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 30/03/2008
 The survey relates to: EASEMENTS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *[Signature]* Dated: 30/3/08
 Surveyor registered under the Surveying Act, 2002

Datum Line: 'X' - 'Y'
 Type: Urban

Plans used in the preparation of survey/compilation

- D.P.208950
 - D.P.239081
 - D.P.433021
 - D.P.580643
 - D.P.1006033
 - D.P.1041304
 - D.P.1113177
- (if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 051126_EA

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF EASEMENT OVER LOT 1 D.P.1113177

DP1125377

Registered: 21.4.2008



Subdivision Certificate No:

Date of Endorsment:

SIGNED FOR ON BEHALF OF
ST GEORGE BANK LIMITED A.C.N. 055 513 070
BY ITS ATTORNEYS Claude Adamah AND
CYRIL CHASID PURSUANT TO POWER
OF ATTORNEY REGISTERED NO. 125 BOOK 4182



SURVEYORS REFERENCE: 051126_EA

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 3)

Plan: **Plan of Easement over Lot 1 DP 1113177**

DP1125377

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

Podcorp Holdings Pty Limited
Suite 403, 19A Boundary Street
RUSHCUTTERS BAY NSW 2011

PART 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s)	Benefited lot/authority
1	Easement for electricity and other purposes	Lot 1 Deposited Plan 1113177	EnergyAustralia ABN 67 505 337 385

PART 2

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 1 IN THE PLAN

An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority Empowered to Release Vary or Modify the easements numbered 1 in the Plan

EnergyAustralia.

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 3)

Plan:

Plan of Easement over Lot 1 DP 1113177

DP1125377

Executed by the registered proprietor

Executed by **Podcorp Holdings Pty Limited** pursuant to Section 127 of the Corporations Act 2001 by the following persons:



[Handwritten signature]
.....
Signature of authorised person

.....
Signature of authorised person

Sole Director/Secretary
.....
Office held

.....
Office held

Andrew Podgornik
.....
Name of authorised person (print)

.....
Name of authorised person (print)

EXECUTED for and on behalf of)
ENERGYAUSTRALIA by)

Katherine Margaret Gunton)

its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4528 No.)
401 in the presence of:)

[Handwritten signature]
.....
Attorney

[Handwritten signature]
.....
Witness

Bridget Anne Thomson
.....
Name of Witness (please print)

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 3)

Plan:

Plan of Easement over Lot 1 DP 1113177

DP1125377

Executed by the mortgagee

SIGNED FOR ON BEHALF OF
ST GEORGE BANK LIMITED A.C.N. 055 513 070
BY ITS ATTORNEYS Claude Adamah AND
CYRIL CRASO PURSUANT TO POWER
OF ATTORNEY REGISTERED NO. 125 BOOK 4182

Claude Adamah Cyril Craso

REGISTERED



21.4.2008



DP1127465

Req:R159752 / Doc:DP 1127465 P / Rev:27-Jun-2008 / SW LRS / Pgs:ALL / Pnt:09-Jul-2021 17:41 / Seq:1 of 3
 © Office of the Registrar-General / Scc:18070TRACK / Ref:210610/C

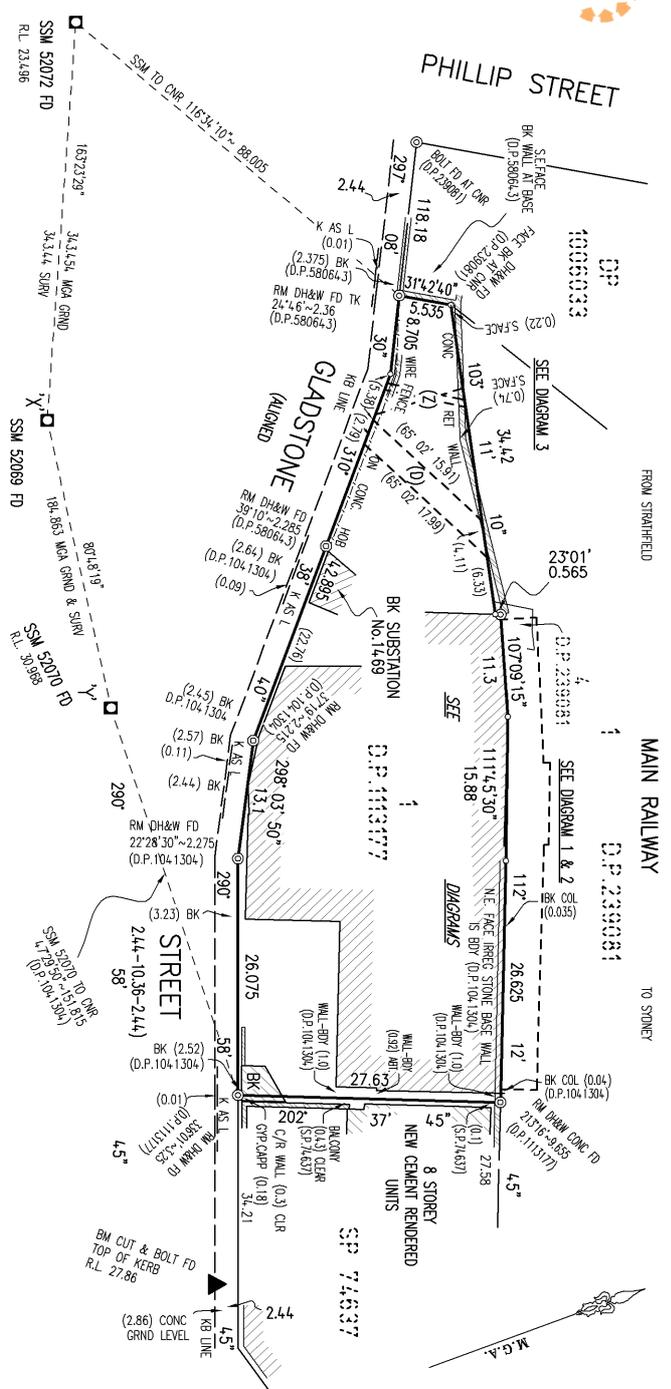


DIAGRAM 1
SCALE 1 : 150

SURVEYING REGULATION, 2006: CLAUSE 61(2)
MGA CO-ORDINATES

MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
SSM 52069	330 984.617	6 247 543.120	56	B	2	35.995	UB	L2
SSM 52070	331 167.725	6 247 572.657	56	B	2	30.988	UB	L2
SSM 52071	330 866.482	6 247 572.228	56	B	2	23.496	UB	L2
SSM 52072	330 866.482	6 247 572.228	56	B	2	23.496	UB	L2

SOURCE: MGA COORDINATES ADOPTED FROM SCMS COMBINED SCALE FACTOR 0.99999427

- (A) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN 0.4 MIDE.
- (B) EASEMENT FOR ANNING VARIABLE WIDTH (LIMITED IN STRATUM, SEE NOTE 1)
- (C) EASEMENT FOR OVERHANGING EAVES, GUTTERS AND SERVICES 0.4 MIDE.
- (D) EASEMENT FOR DRAINAGE 2.5 MIDE.
- (E) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH.
- (F) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM, SEE NOTE 2).
- (G) EASEMENT FOR DRAINAGE 2 MIDE.
- (H) DENOTES EASEMENT FOR 0.23m GED PIPE, SEWER LINE, SEWER VENT, WATER METER & 0.02m PIPE, APPROXIMATE POSITION SHOWN. (VIDE BK-2023 NO.56)

NOTE 1
THE EASEMENT FOR ANNING (B) IS LIMITED IN DEPTH TO THE LEVEL PLANE R.L.32 AND LIMITED IN HEIGHT TO THE LEVEL PLANE R.L. 33.5

NOTE 2
THE EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (F), IS LIMITED IN HEIGHT TO THE TOP OF THE CONCRETE STRUCTURE BEING A LEVEL PLANE R.L. 28.3

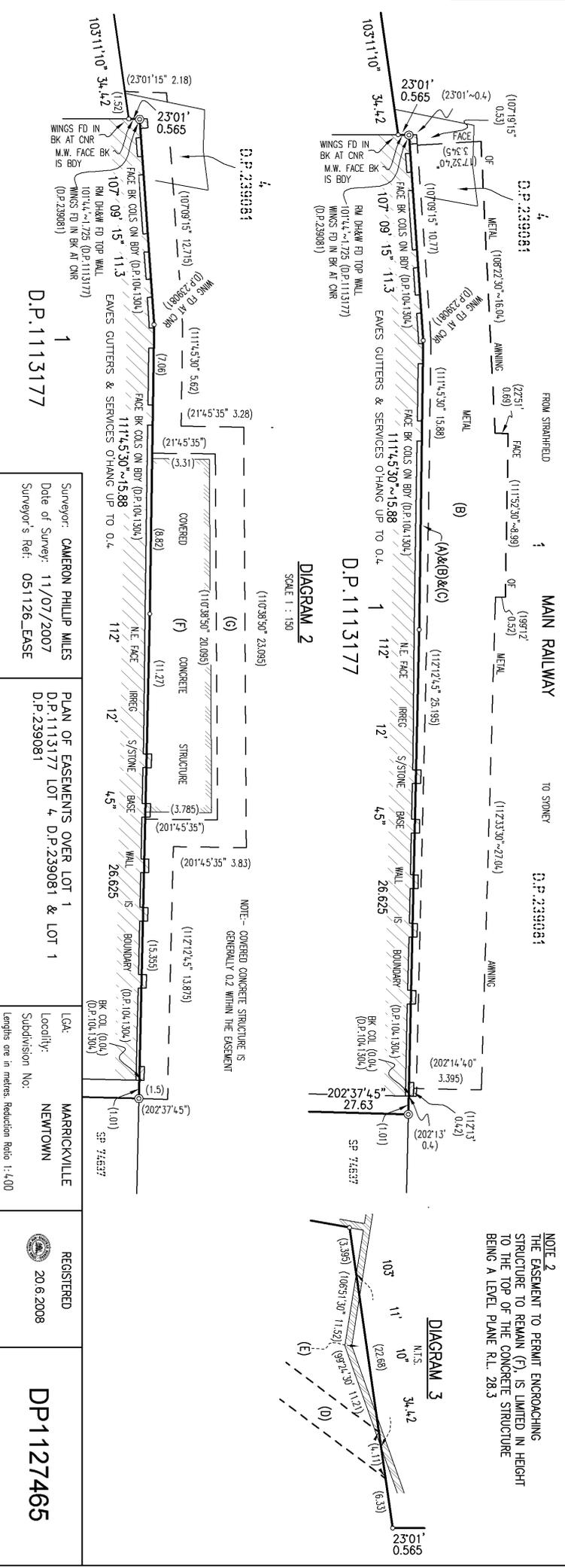


DIAGRAM 2
SCALE 1 : 150

DIAGRAM 3
SCALE 1 : 150

Surveyor: CAMERON PHILLIP MILES
Date of Survey: 11/07/2007
Surveyor's Ref: 051126_EASE

PLAN OF EASEMENTS OVER LOT 1
D.P.1113177 LOT 4, D.P.239081 & LOT 1

LGA: MARRICKVILLE
Locality: NEWTOWN
Subdivision No: 20 6 2008

REGISTERED
20 6 2008

DP1127465

0 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

DP1127465

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

Registered: 20.6.2008
Title System: TORRENS
Purpose: EASEMENT

- EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN 0.4 WIDE. (A)
- EASEMENT FOR AWNING VARIABLE WIDTH (LIMITED IN STRATUM). (B)
- EASEMENT FOR OVERHANGING EAVES, GUTTERS AND SERVICES 0.4 WIDE. (C)
- EASEMENT FOR DRAINAGE 2.5 WIDE. (D)
- EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VARIABLE WIDTH. (E)
- EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VARIABLE WIDTH (LIMITED IN STRATUM). (F)
- EASEMENT FOR DRAINAGE 2 WIDE. (G)

PLAN OF EASEMENTS OVER LOT 1 D.P.1113177 LOT 4 D.P.239081 & LOT 1 D.P.239081



Signature of Andrew Podgorink, Sole Director/Secretary

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

LGA: MARRICKVILLE
Locality: NEWTOWN
Parish: PETERSHAM
County: CUMBERLAND

Surveying Regulation, 2006

I, CAMERON PHILLIP MILES of DENNY LINKER & CO.

a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 11/07/2007
The survey relates to: EASEMENTS

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: [Signature] Dated: 11/3/08
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X' - 'Y'
Type: Urban

Plans used in the preparation of survey/compilation

- DP 208950
- DP 239081
- DP 433021
- DP 580643
- DP 1006033
- DP 1041304

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 051126_EASE

Crown Lands NSW/Western Lands Office Approval

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

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
Date of Endorsement:
Accreditation no:
Subdivision Certificate no:
File no:

* Delete whichever is inapplicable.

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF EASEMENTS OVER LOT 1 D.P.1113177 LOT 4
D.P.239081 & LOT 1 D.P.239081

DP1127465

Registered: 20.6.2008



Subdivision Certificate No:

Date of Endorsment:

Pit F. Whit
Authorised Officer
Team Leader Development Assessment (Mining)
Marrickville Council

The Common Seal of Rail Corporation
New South Wales was hereunto affixed
in the presence of:-

AUTHORISED OFFICER

General Ruxh
COMPANY
SECRETARY

Jean M. Howard
DEPUTY CORPORATE COUNSEL



SIGNED FOR ON BEHALF OF
ST GEORGE BANK LIMITED A.C.N. 055 513 070
BY ITS ATTORNEYS Claude Adamati AND
Geoff Oakley PURSUANT TO POWER
OF ATTORNEY REGISTERED NO. 125 BOOK 4182

[Signature]

SURVEYORS REFERENCE: 051126

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan
 (Sheet 1 of 8)

Plan: **DP1127465**

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

Podcorp Holdings Pty Limited
 Suite 403, 19A Boundary Street
 RUSHCUTTERS BAY NSW 2011

PART 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s)	Benefited lot/authority
1	Easement to permit encroaching structure to remain (0.4 wide) (A)	1/239081 & 4/239081	Lot 1 1/1113177
2	Easement for awning (variable width) limited in stratum (B)	1/239081 & 4/239081	Lot 1 1/1113177
3	Easement for overhanging eaves, gutters and services (0.4 wide) (C)	1/239081 & 4/239081	Lot 1 1/1113177
4	Easement for drainage (2.5 wide) (D)	Lot 1 1/1113177	Marrickville Council
5	Easement to permit encroaching structure to remain (variable width) (E)	Lot 1 1/1113177	51/1006033, 1/239081 & 4/239081 and Rail Corporation New South Wales
6	Easement to permit encroaching structure to remain (variable width) limited in stratum (F)	1/239081	Lot 1 1/1113177
7	Easement for drainage (2 wide) (G)	1/239081 & 4/239081	Lot 1 1/1113177

PART 2

TERMS OF THE FIRST EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

1. The owner of the lot benefited:
 - 1.1 may insist that the parts of the structure (***the encroaching structure***) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

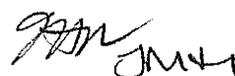
ePlan
(Sheet 2 of 8)

Plan: **DP1127465**

- 1.2 must keep the encroaching structure in good repair and safe condition, and
- 1.3 may do anything reasonably necessary for those purposes, including:
 - (a) entering the lot burdened, and
 - (b) taking anything on to the lot burdened, and
 - (c) carrying out work.
2. In exercising those powers, the owner of the lot benefited must:
 - 2.1 ensure all work is done properly, and
 - 2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - 2.3 restore the lot burdened as nearly as is practicable to its former condition, and
 - 2.4 make good all and any collateral damage, and
 - 2.5 as soon as reasonably practicable, dismantle and remove the encroaching structure if the owner of the lot burdened notifies the owner of the lot benefited that the encroaching structure is interfering with, or may interfere with or threaten the use of the lot burdened for railway purposes or the operation of the railway, the safe operation of the railway, the operational capacity or efficiency of the railway and/or the continued safe operation or operational efficiency of the railway (to be determined in the absolute discretion of Rail Corporation New South Wales).
3. The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
4. The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

TERMS OF THE SECOND EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

1. The owner of the lot benefited:
 - 1.1 has requested that the parts of the structure (***the encroaching structure***) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and
 - 1.2 must keep the encroaching structure in good repair and safe condition, and in accordance with any statutory requirements that may apply from time to time, and
 - 1.3 may do anything reasonably necessary for those purposes, including:
 - (a) entering the lot burdened, and
 - (b) taking anything on to the lot burdened, and

X 

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan
(Sheet 3 of 8)

Plan: **DP1127465**

- (c) carrying out work.
- 2.** In exercising those powers, the owner of the lot benefited must:
- 2.1 ensure all work is done properly, and in accordance with any requirements of the proprietor of the lot burdened. Written approval of the registered proprietor is required prior to entry onto the lot burdened.
- 2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- 2.3 restore the lot burdened as nearly as is practicable to its former condition, and
- 2.4 make good all and any collateral damage, and
- 2.5 as soon as reasonably practicable, dismantle and remove the encroaching structure if the owner of the lot burdened notifies the owner of the lot benefited that the encroaching structure is interfering with, or may interfere with or threaten the use of the lot burdened for railway purposes or the operation of the railway, the safe operation of the railway, the operational capacity or efficiency of the railway and/or the continued safe operation or operational efficiency of the railway (to be determined in the absolute discretion of Rail Corporation New South Wales).
- 3.** The owner of the lot burdened will insist that this easement be extinguished when the structure on the lot benefited is removed. All costs involved in the removal of the encroaching structure are to be borne by the registered proprietor(s) of the lot benefited, together with all costs reasonably incurred by the registered proprietor of the lot burdened.
- 4.** The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
- 5.** This easement is limited in both height and depth as defined in the associated plan prepared by a registered surveyor.

TERMS OF THE THIRD EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

- 1.** The owner of the lot benefited:
- 1.1 may insist that the overhanging eaves, gutters and services (***the overhanging structures***) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and
- 1.2 must keep the overhanging structures in good repair and safe condition, and
- 1.3 may do anything reasonably necessary for those purposes, including:
- (a) entering the lot burdened, and
- (b) taking anything on to the lot burdened, and

✓

JMH

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan
(Sheet 4 of 8)

Plan: **DP1127465**

- (c) carrying out work.
2. In exercising those powers, the owner of the lot benefited must:
 - 2.1 ensure all work is done properly, and
 - 2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - 2.3 restore the lot burdened as nearly as is practicable to its former condition, and
 - 2.4 make good all and any collateral damage, and
 - 2.5 as soon as reasonably practicable, dismantle and remove the overhanging structures if the owner of the lot burdened notifies the owner of the lot benefited that the overhanging structures are interfering with, or may interfere with or threaten the use of the lot burdened for railway purposes or the operation of the railway, the safe operation of the railway, the operational capacity or efficiency of the railway and/or the continued safe operation or operational efficiency of the railway (to be determined in the absolute discretion of Rail Corporation New South Wales).
 3. The owner of the lot burdened may insist that this easement be extinguished when the overhanging structures on the lot benefited are removed.
 4. The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the overhanging structures.

TERMS OF THE FOURTH EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

1. The owner of the lot burdened grants to Marrickville Council and its authorised officers full and free right from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the lot burdened, together with the right to use, for the purposes of the easement, any line of pipes already laid within the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the lot burdened and together with the right for Marrickville Council and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the lot burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the lot burdened to such extent as may be necessary provided that Marrickville Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

TERMS OF THE FIFTH EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

1. The owner of the lot benefited:



**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan
(Sheet 5 of 8)

Plan: **DP1127465**

- 1.1 may insist that the parts of the structure (***the encroaching structure***) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and
- 1.2 must keep the encroaching structure in good repair and safe condition, and
- 1.3 may do anything reasonably necessary for those purposes, including:
 - (a) entering the lot burdened, and
 - (b) taking anything on to the lot burdened, and
 - (c) carrying out work.
2. In exercising those powers, the owner of the lot benefited must:
 - 2.1 ensure all work is done properly, and
 - 2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - 2.3 restore the lot burdened as nearly as is practicable to its former condition, and
 - 2.4 make good all and any collateral damage.
3. The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
4. The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.

TERMS OF THE SIXTH EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

1. The owner of the lot benefited:
 - 1.1 may insist that the parts of the structure (***the encroaching structure***) on the lot benefited which, when this easement was created, encroached on the lot burdened remain, but only to the extent they are within the site of this easement, and
 - 1.2 must keep the encroaching structure in good repair and safe condition, and
 - 1.3 may do anything reasonably necessary for those purposes, including:
 - (a) entering the lot burdened, and
 - (b) taking anything on to the lot burdened, and
 - (c) carrying out work.
2. In exercising those powers, the owner of the lot benefited must:



**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan
(Sheet 6 of 8)

Plan: **DP1127465**

- 2.1 ensure all work is done properly, and
- 2.2 cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- 2.3 restore the lot burdened as nearly as is practicable to its former condition, and
- 2.4 make good all and any collateral damage, and
- 2.5 as soon as reasonably practicable, dismantle and remove the encroaching structure if the owner of the lot burdened notifies the owner of the lot benefited that the encroaching structure is interfering with, or may interfere with or threaten the use of the lot burdened for railway purposes or the operation of the railway, the safe operation of the railway, the operational capacity or efficiency of the railway and/or the continued safe operation or operational efficiency of the railway (to be determined in the absolute discretion of Rail Corporation New South Wales).
3. The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
4. The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the encroaching structure.
5. This easement is limited in height as defined in the associated plan prepared by a registered surveyor.

TERMS OF THE SEVENTH EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN

1. Full and free right for the body in whose favour this easement is created, and every person authorised by it, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the lot burdened (but only within the site of this easement), together with the right to use, for the purposes of the easement, any line of pipes already laid within the lot burdened for the purpose of draining water or any pipe or pipes in replacement or in substitution thereof and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the lot burdened and together with the right for the body in whose favour this easement is created and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the lot burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the lot burdened to such extent as may be necessary provided that the body 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 surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.
2. The owner of the lot benefited will, as soon as reasonably practicable, dismantle and remove the drainage works the subject of this easement if the owner of the lot burdened notifies the owner of the lot benefited that the drainage works are



**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

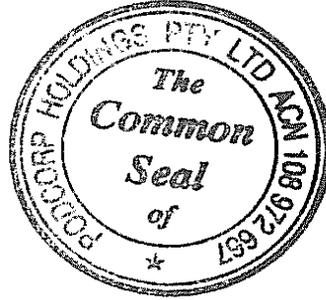
ePlan
(Sheet 7 of 8)

Plan: **DP1127465**

interfering with, or may interfere with or threaten the use of the lot burdened for railway purposes or the operation of the railway, the safe operation of the railway, the operational capacity or efficiency of the railway and/or the continued safe operation or operational efficiency of the railway (to be determined in the absolute discretion of Rail Corporation New South Wales).

Executed by the registered proprietor

Executed by **Podcorp Holdings Pty Limited** pursuant to Section 127 of the Corporations Act 2001 by the following persons:



[Handwritten Signature]
.....
Signature of authorised person

.....
Signature of authorised person

Sole Director/Secretary
.....
Office held

.....
Office held

Andrew Podgornik
.....
Name of authorised person (print)

.....
Name of authorised person (print)

Executed by the mortgagee

[Handwritten Signature]
JMH

**INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

ePlan
(Sheet 8 of 8)

Plan: **DP1127465**

**Executed by Rail Corporation New South
Wales BY ITS AUTHORISED OFFICER:**

Joan M. Howard
SIGNATURE OF WITNESS

Irene Rusak
SIGNATURE OF AUTHORISED OFFICER

JOAN MARY HOWARD
NAME OF WITNESS

IRENE RUSAK
NAME OF WITNESS

Approved by Marrickville Council:

Pt. F. WH
.....

Authorised officer
Team Leader Development Assessment (Planning)
Marrickville Council

WITNESSED BY: JAMES CALIA
[Signature]

Level 5
2-14 Meredith Street
Bankstown, NSW 2200

SIGNED FOR ON BEHALF OF
ST GEORGE BANK LIMITED A.C.N. 055 513 070
BY ITS ATTORNEYS Claudio Adamati AND
Geoff Coakley PURSUANT TO POWER
OF ATTORNEY REGISTERED NO. 125 BOOK 4182

[Signature]

REGISTERED  20.6.2008

Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AJ96800X

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

(A) **TORRENS TITLE** For the common property
CP/SP 80980

(B) **LODGED BY**

Document Collection Box 28A	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700 Reference: 13706310 - Strata P/Ls	CODE CB
---------------------------------------	---	-------------------

- (C) The Owners-Strata Plan No. 80980 certify that pursuant to a resolution passed on 24 November 2014 and
- (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

See attached

(F) The common seal of the Owners-Strata Plan No. 80980 was affixed on **27 November 2014** in the presence of—

Signature(s):
Name(s): **Reanne Rudy**



being the person(s) authorised by section 236 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**PAGE 2 APPENDICED TO FORM 15CB
BY-LAW STRATA PLAN 80980**

SPECIAL BY-LAW NO. 1

PAST WORKS LOT 3

PART 1

PREAMBLE

- 1.1 This by-law is made under the provisions of Division 4 of Part 5 of Chapter 2 of the *Strata Schemes Management Act 1996*.
- 1.1.1 The by-law relates to lot 3 in the strata scheme.
- 1.1.2 The Owners of lot 3 have previously carried out the Past Works.
- 1.1.3 The intended effect and purpose of this by-law is to:
- (a) permit the Owners of lot 3 to retain the Past Works; and
 - (b) to confer a right of exclusive use and enjoyment, and special privilege, in respect of the common property concerned or affected by the Past Works.

GRANT OF RIGHT

- 1.2 Notwithstanding anything contained in any by-law applicable to the strata scheme the Owners of lot 3 have the exclusive use and enjoyment of those parts of the common property occupied by the Past Works and the privilege to retain the Past Works (at the Owner's cost and to remain the Owner's fixtures) subject to the provisions of Part 3 of this by-law.

THIS BY-LAW TO PREVAIL

- 1.3 If there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

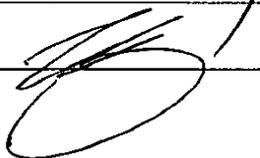
2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at Flourmill Studios 3 Gladstone Street, Newtown 2042.
- (d) **Lot** means lot 3 in strata plan no 80980.
- (e) **Owner** means the owner(s) of the Lot.
- (f) **Past Works** means the works to the Lot and common property previously carried out for and in connection with the Lot. The works include:
 - (i) the installation of a condenser unit on the common property roof top area;
 - (ii) the air conditioning unit to the Lot; and

THE COMMON SEAL OF STRATA PLAN 80980
WAS AFFIXED ON 27 November 2014 IN THE PRESENCE OF:

NAME: Deanne Rudy

SIGNATURE: 



- (iii) all relevant coils, pipes, conduits, wires, flanges, valves, caps, insulation and all other ancillary equipment and fittings on common property,

As shown on the plans attached to this by-law and marked 'A' and 'B'.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees.

PART 3

CONDITIONS

3.1 Enduring rights and obligations

The Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Past Works);
- (b) properly maintain and upkeep the Past Works in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the Past Works;
- (d) comply with all directions, orders and requirements of any Authority relating to the Past Works;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Past Works and will make good that damage immediately after it has occurred; and
- (f) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Past Works including their installation, repair, maintenance, replacement, removal and/or use.

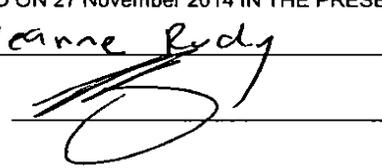
3.2 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- (a) request, in writing, that the Owner complies with the terms of it;
- (b) by its agents, employees or contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (c) recover the costs of such work from the Owner as a debt due; and
- (d) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) per cent. The owners corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

THE COMMON SEAL OF STRATA PLAN 80980
WAS AFFIXED ON 27 November 2014 IN THE PRESENCE OF:

NAME: Deanne Rudy

SIGNATURE: 



3.3 Ownership of Works

The Past Works will always remain the property of the respective Owner.

3.4 Applicability

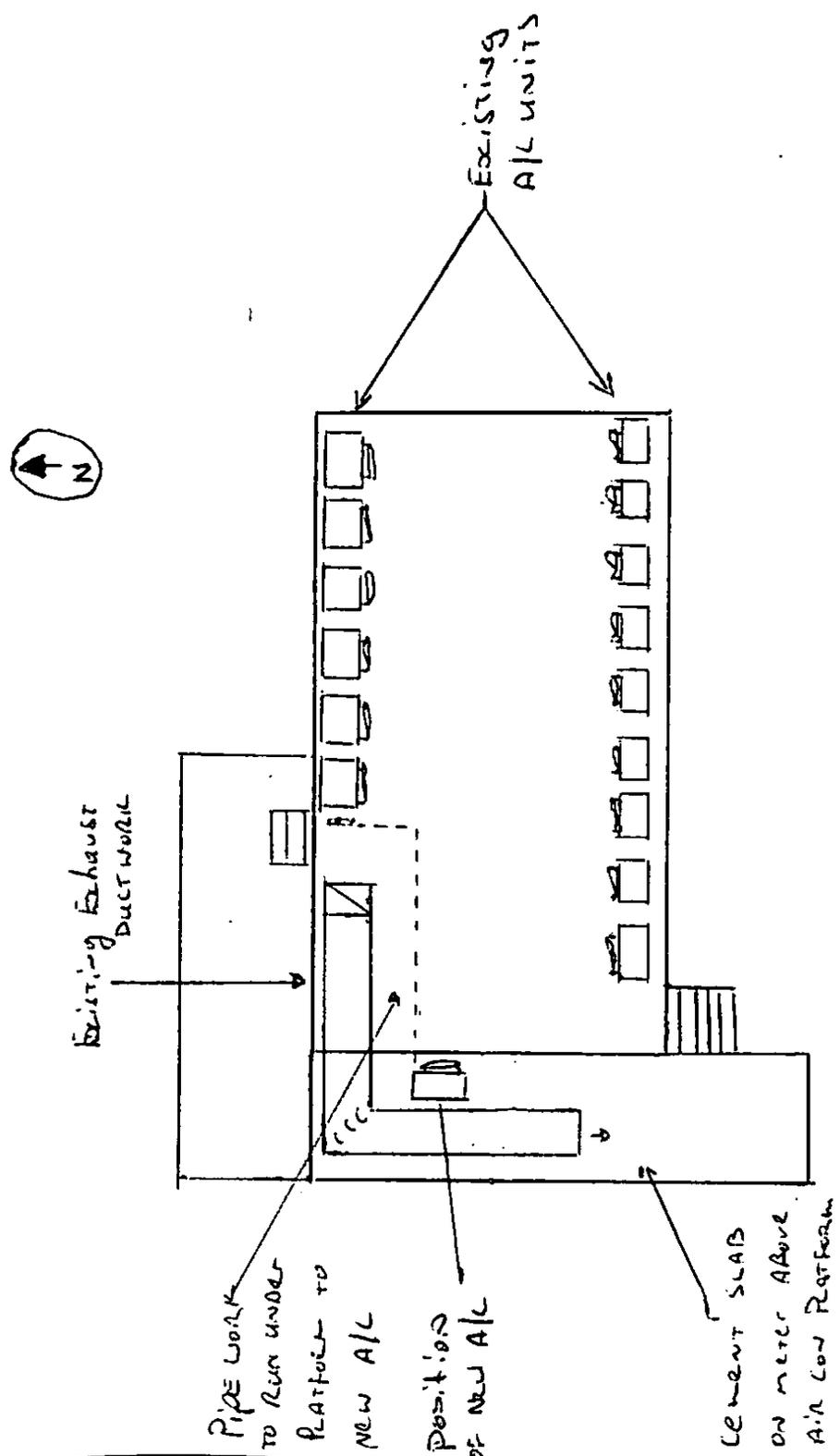
- (a) In the event that the Owner desires to remove the Past Works approved and/or installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

THE COMMON SEAL OF STRATA PLAN 80980
WAS AFFIXED ON 27 November 2014 IN THE PRESENCE OF:

NAME: Deanne Rudy

SIGNATURE: 



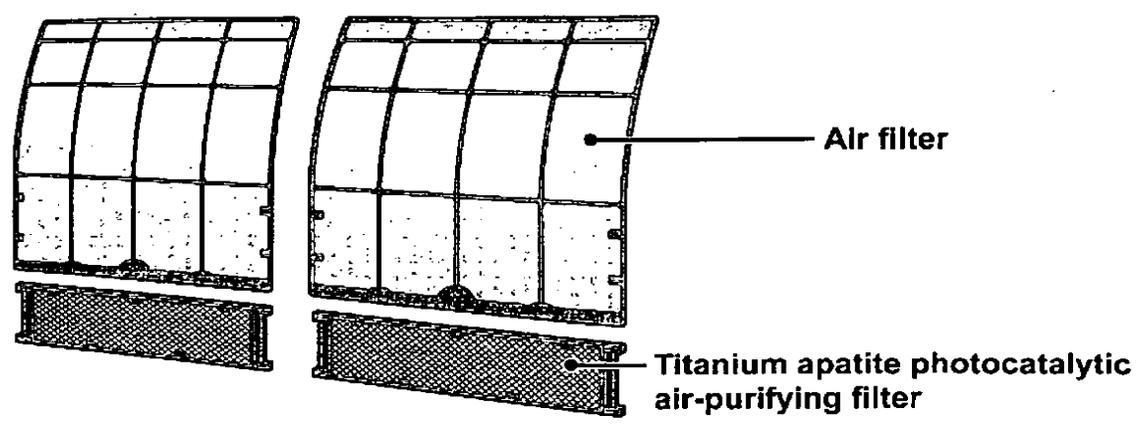
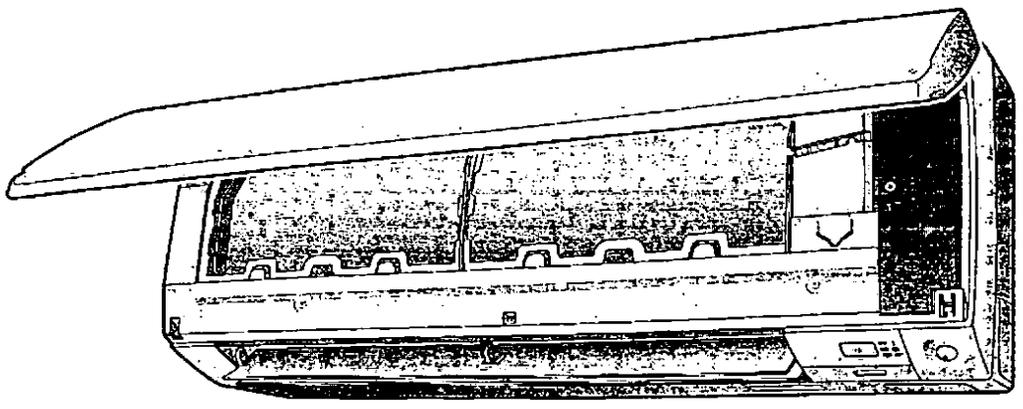


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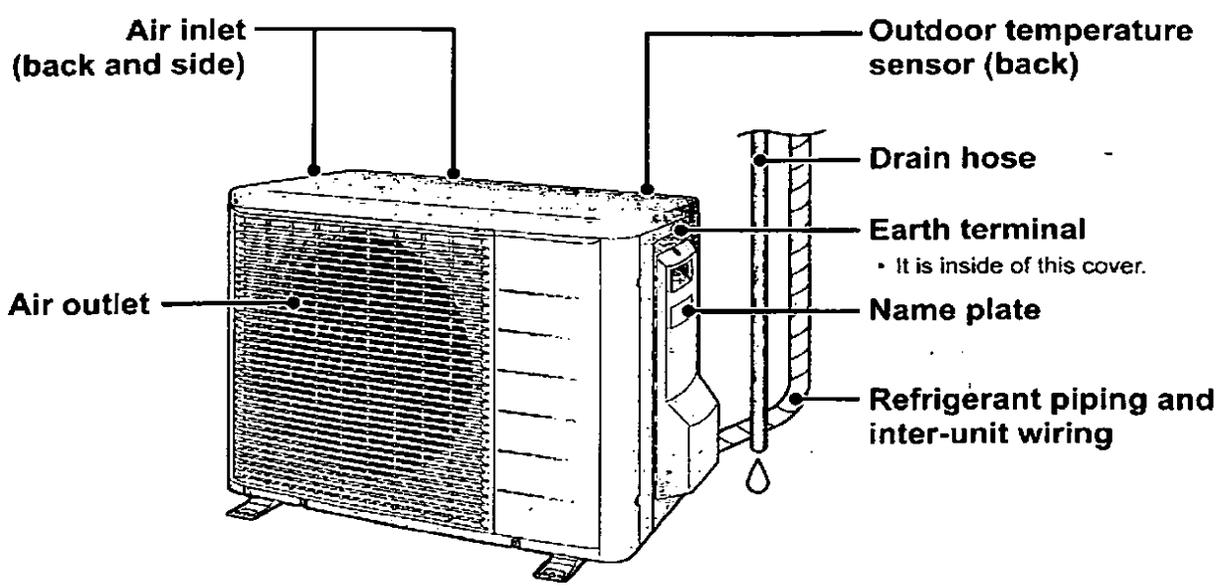
A

■ Open the front panel



Outdoor Unit

• Appearance of the outdoor unit may differ from some models.



Specifications

EDAU12-615

3.2 Outdoor Units

50Hz 230-240V

Model			3MXS52EVMA		3MXS68EVMA	
			Cooling	Heating	Cooling	Heating
Cooling Capacity *	kW	—		—		
Power Consumption *	W	—		—		
Running Current *	A	—		—		
Casing Color		Ivory White		Ivory White		
Compressor	Type	Hermetically Sealed Swing Type		Hermetically Sealed Swing Type		
	Model	2YC36BXD		2YC45BXD		
Motor Output	W	1,100		1,380		
Refrigerant Oil	Model	FVC50K		FVC50K		
	Charge	L	0.65		0.75	
Refrigerant	Type	R-410A		R-410A		
	Charge	kg	2.0		2.6	
Air Flow Rates	m ³ /min	H	45	45	51	47.6
		L	45	43	45	45
	cfm	H	1,589	1,589	1,801	1,681
		L	1,589	1,518	1,589	1,589
Fan	Type	Propeller		Propeller		
	Motor Output	W	53		53	
	Running Current	A	H: 0.33 / L: 0.33	H: 0.33 / L: 0.31	H: 0.33 / L: 0.25	H: 0.31 / L: 0.25
	Power Consumption	W	H: 43 / L: 43	H: 43 / L: 41	H: 68 / L: 46	H: 63 / L: 46
Starting Current	A	6.3		9.0		
Dimensions (HxWxD)	mm	735x936x300		735x936x300		
Packaged Dimensions (HxWxD)	mm	792x992x390		792x992x390		
Weight	kg	49		59		
Gross Weight	kg	56		64		
Operation Sound	dBA	46	47	48	49	
Sound Power	dBA	59	60	61	62	
Piping Connection	Liquid	mm	φ 6.4x3		φ 6.4x3	
	Gas	mm	φ 9.5x2, φ 12.7x1		φ 12.7x3	
	Drain	mm	φ 18.0		φ 18.0	
Heat Insulation		Both Liquid and Gas Pipes		Both Liquid and Gas Pipes		
No. of Wiring Connection		3 for Power Supply, 4 for Interunit Wiring		3 for Power Supply, 4 for Interunit Wiring		
Max. Interunit Piping Length	m	50 (for Total of Each Room)		60 (for Total of Each Room)		
	m	25 (for One Room)		25 (for One Room)		
Amount of Additional Charge	g/m	20 (30m or more)		20 (30m or more)		
Max. Installation Height Difference	m	15 (between Indoor Unit and Outdoor Unit)		15 (between Indoor Unit and Outdoor Unit)		
	m	7.5 (between Indoor Units)		7.5 (between Indoor Units)		
Drawing No.		3D055012		3D055072		

- Note:**
- ★ See Page 138 "Combination Capacity".
 - The data are based on the conditions shown in the table below.

Cooling	Heating	Piping Length
Indoor : 27°CDB/19°CWB Outdoor : 35°CDB	Indoor : 20°CDB Outdoor : 7°CDB/6°CWB	7.5m

Conversion Formulae
kcal/h=kWx860 Btu/h=kWx3414 cfm=m ³ /minx35.3

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

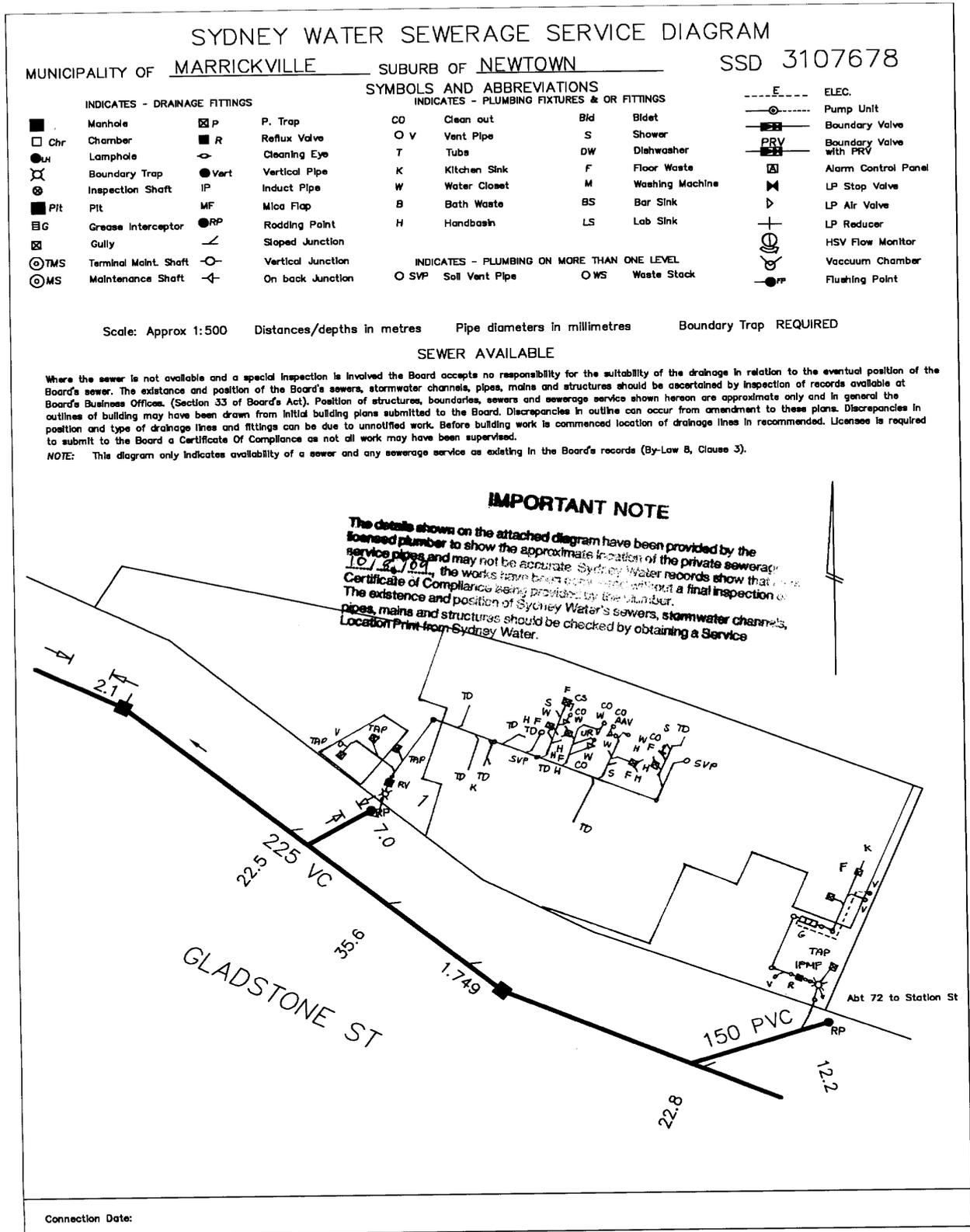
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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**.

Sewer Service Diagram

Application Number: 8000881354



Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

COMMERCIAL REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

-
- Possession and tenancies**
1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
 2. Is anyone in adverse possession of the property or any part of it?
 3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
 4. Is any tenancy subject to the *Retail Leases Act 1994*?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994*?
 5. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)?
 6. If any tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.
- Title**
7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise, except those to which the sale is expressly made subject.
 8. Any mortgage or caveat must be discharged or withdrawn (as the case may be) prior to completion or handed over on completion with an executed discharge or withdrawal and the fee for registration allowed.
 9. When and where may the title documents be inspected?
 10. Are any fixtures, fittings or chattels included in the sale subject to any hire purchase agreement, bill of sale, chattel mortgage or other charge? If so, details must be given and any indebtedness discharged prior to completion or Title transferred unencumbered to the vendor prior to completion.
 11. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
- Rates and taxes**
12. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
-

13. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax?
If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?
- Building, fencing, etc**
14. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations and schemes been complied with?
(b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
(c) Has the vendor a Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) Has there been any building work on the property to which provisions of the *Home Building Act 1989* apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
17. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* or are there circumstances which would give rise to a notice or application under that Act in respect of the property. If the answer is yes, please provide full details.
18. Are the improvements affected or have they been previously affected by:
(a) termite infestation, treatment or repair?
(b) flooding or dampness of areas below ground levels?
(c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
19. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
20. Is there any development approval consent to use the property which is not disclosed in the Contract?
21. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
22. If the answer to any of Requisitions 18 to 21 is yes, please provide full details.
23. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Local Council, the Sydney Water Corporation or any other authority concerning any development on the property?
24. (a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 24(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
25. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.
- Use and enjoyment of the property**
26. (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to user other than those disclosed in the Contract?
(b) Have the covenants and restrictions disclosed in the Contract been complied with?
27. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any building line fixed by the Local Council affecting the land?
(d) any judgment, order, decree or execution against the vendor or the property?

- (e) any suit current, pending or proposed in respect of the property?
 (f) any latent defects in the property?
28. Has the vendor any notice or knowledge that the property is affected by any of the following:
 (a) any resumption or acquisition or proposed resumption or acquisition?
 (b) any notice, order or proposed order requiring work to be done or money to be spent on the property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
 (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
 (e) any realignment or proposed realignment of any road adjoining the property?
 (f) any contamination?
 (g) any charge or liability including liability for restoration of the property, or proceedings under the Contaminated Land Management Act 1997 or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
29. If the answer to any of Requisitions 28(a) to (g) is yes, please:
 (a) provide full details;
 (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 (c) provide full details regarding the extent of any non-compliance.
30.
 (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
 (c) Do any service connections for any other property pass through the property?
31. Has asbestos, fibreglass or other material injurious to health been used in the construction of the property? If the answer is yes, please provide full details.
32. Is the property required for the purpose of paying a fine or satisfying an order for compensation?
33. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
- Warranties and service contracts**
34. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
35. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.
- Zoning**
36. Is the vendor aware of the property being subject to any existing or proposed planning scheme or other restriction on user not disclosed in the Contract? If the answer is yes, please provide full details.
- Capacity**
37. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
38. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
39. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
40. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
41. The purchaser reserves the right to make further requisitions prior to completion.
42. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.
- Completion**
43. Please confirm that on completion you will hand to us:
 (a) a discharge of any mortgage and withdrawal of any caveat;
 (b) the Certificate of Title Folio Identifier;
 (c) Transfer executed by the vendor;

- (d) the vendor's copies of all leases;
- (e) all keys in the possession of the vendor;
- (f) original of any Building Certificate;
- (g) original of any Survey Report;
- (h) instruction manuals and warranties for any plant belonging to the vendor;
- (i) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
- (j) notices of attornment;
- (k) any security deposits or bank guarantees pursuant to any of the leases; and
- (l) tax invoice.

Dear Sir/Madam,

We are instructed to reply to your requisitions as follows:

1. Noted, subject to contract.
2. No.
3. (a) Refer to third option exercise notice annexed to the contract.
(b) Noted, subject to contract.
(c) Not as far as the vendor is aware.
(d) Refer to third option exercise notice annexed to the contract.
(e) Noted.
(f) Vendor is not in possession of rental bond.
(g) Noted, subject to contract.
(h) Vendor is not in possession of security deposits or bank guarantees.
(i) Noted, subject to contract.
(j) Purchaser should make and rely on its own enquiries.
(k) Purchaser should make and rely on its own enquiries
4. (a) Noted, subject to contract.
(b) Noted, subject to contract.
(c) Not as far as the vendor is aware.
5. No.
6. (a) Not as far as the vendor is aware.
(b) Not as far as the vendor is aware.
7. Noted.
8. Noted.
9. At the office of the discharging mortgagee if there is a mortgage otherwise at your office.
10. No.
11. Noted.
12. See the contract as to adjustments and the s47 certificate.
13. Purchaser should make and rely on its own enquiries.
14. Noted.
15. No.
16. (a) As far as the vendor is aware yes.
(b) No.
(c) No.
(d) No.
(e) No.
17. As to the vendor no.
18. (a) No.
(b) No.
(c) No.
19. Not as far as the vendor is aware.
20. Not as far as the vendor is aware.
21. Purchaser should make and rely on its own enquiries.
22. Not applicable.
23. No.
24. (a) It is presumed to adjoining owners.

- (b) No.
- (c) Not applicable.
- (d) No.
- (e) No.
- 25. Purchaser should make and rely on its own enquiries.
- 26. (a) Other than as disclosed in the contract no.
 - (b) As far as the vendor is aware yes.
- 27. (a)-(f) Other than as disclosed in the contract no.
- 28. (a)-(g) Not as far as the vendor is aware.
- 29. Not applicable.
- 30. (a)-(c) Vendor relies on the contract.
- 31. Not as far as the vendor is aware.
- 32. Not as far as the vendor is aware.
- 33. Not as far as the vendor is aware.
- 34. Purchaser should make and rely on its own enquiries.
- 35. Purchaser should make and rely on its own enquiries.
- 36. Not as far as the vendor is aware.
- 37. Not applicable.
- 38. Not applicable.
- 39. No.
- 40. Noted, subject to contract.
- 41. Not agreed.
- 42. Noted.
- 43. (a)-(l) Noted, subject to contract.

Yours faithfully
CYC & Associates



Wu Yang
Licensed Conveyancer

PLANNING CERTIFICATE

**UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT,
1979**

Cert. No.: PCT/2021/2943

Fee: \$53.00

Application Date: 16 June 2021

Issued Date: 22 June 2021

Applicant's Reference: 210610

Applicant	Owner (as recorded by Council)
Name: CYC & Associates Address: B308, 458 Forest Road HURSTVILLE NSW 2220 Email: ADMIN@CYCASSOCIATES.COM.AU Phone: 0415 841 016	Name: Mr L Zhou

Subject property address	Legal description
Street address: 310/3 Gladstone Street NEWTOWN NSW 2042	Lot 26 SP 80980

Information provided pursuant to Section 10.7(2) of the EP&A Act
In accordance with the requirements of section 10.7(2) of the <i>Environmental Planning and Assessment Act 1979</i> , the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and DCPs

In accordance with Section 1 (1) & (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following is a list of State Environmental Planning Policies (SEPPs) & proposed SEPPs that may apply to the carrying out of development on the land:

- State Environmental Planning Policy No.19 – Bushland in Urban Areas
- State Environmental Planning Policy No. 21 – Caravan Parks
- State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
- State Environmental Planning Policy No. 55 – Remediation of Land
- State Environmental Planning Policy No. 64 – Advertising and Signage
- State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (COVID-19 Response) 2020
- State Environmental Planning Policy Amendment (Build-to-rent Housing) 2021
- Sydney Regional Environment Plan (Sydney Harbour Catchment) 2005
- Draft State Environmental Planning Policy (Environment) 2017
- Draft State Environmental Planning Policy (Remediation of Land) 2017
- Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
- Draft Housing Diversity State Environmental Planning Policy 2020
- Draft State Environmental Planning Policy (Design and Place) 2021

Note: As part of improvements to simplify the State's planning system, as of 1 July 2009, regional environmental plans (REPs) are no longer part of the hierarchy of environmental planning instruments in NSW. All existing REPs are now deemed State environmental planning policies (SEPPs). Any enquiries regarding these State Planning Policies should be directed to the Department of Planning and Environment. Find contact details on the Department's website at <http://www.planning.nsw.gov.au>

In accordance with Section 1 (1) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following Local Environmental Plan applies to the land:

- Marrickville Local Environmental Plan 2011

In accordance with Section 1 (2) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, the following proposed Local Environmental Plan(s) applies to the land. The following proposed Local Environmental Plan has been the subject of community consultation or has been placed on public exhibition:

- Draft Inner West Local Environment Plan 2020

In accordance with Section 1 (3) of Schedule 4 of the *Environmental Planning and Assessments Regulations 2000*, The following Development Control Plan applies to the land:

- Marrickville Development Control Plan 2011

2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

Lot 26 SP 80980

Marrickville Local Environmental Plan 2011

Zone B5 Business Development

1 Objectives of zone

- To enable a mix of business and warehouse uses, and specialised retail premises that require a large floor area, in locations that are close to, and that support the viability of, centres.
- To support urban renewal and a pattern of land use and density that reflects the existing and future capacity of the transport network.

2 Permitted without consent

Home occupations

3 Permitted with consent

Centre-based child care facilities; Food and drink premises; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Landscaping material supplies; Light industries; Markets; Oyster aquaculture; Passenger transport facilities; Respite day care centres; Roads; Serviced apartments; Specialised retail premises; Tank-based aquaculture; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture Port facilities; Recreation facilities (major); Residential accommodation; Retail premises; Rural industries; Sewerage systems; Sex services premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Lot 26 SP 80980

Proposed Zone B5 Business Development

1 Objectives of zone

- To provide a mix of business and warehouse uses, and specialised retail premises that require a large floor area, in locations that are close to, and that support the viability of, centres.
- To encourage innovative businesses and light industries to respond to changing markets.
- To maintain the productivity and operation of nearby industrial areas, by promoting a pattern of land uses in the zone that provides a buffer between the industrial activities and uses such as residential, that are sensitive to amenity impacts.
- To enhance the visual appearance of the area by ensuring new development achieves high architectural, urban design and landscape standards.

2 Permitted without consent

Home occupations;

3 Permitted with consent

Business premises; Centre-based child care facilities; Commercial premises; Garden centres; Food and drink premises; Hardware and building supplies; Industrial training facility; Landscaping material supplies; Light industries; Markets; Office premises; Oyster aquaculture; Passenger transport facilities; Respite day care centres; Roads; Serviced apartments; Specialised retail premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4

2. Zoning and land use under relevant environmental planning instruments referred to in clause 1 (other than a SEPP or proposed SEPP)

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Boat launching ramps; Boats sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishment; Helipads; Highway service centres; Home occupations (sex services); Hotel or motel accommodation; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Residential accommodation; Retail premises; Rural industries; Sewage systems; Sex services premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, and if so, the minimum land dimensions so fixed:

Lot 26 SP 80980 – NO

Whether the land includes or comprises critical habitat:

Lot 26 SP 80980 – NO

Whether the land is in a conservation area (however described):

Lot 26 SP 80980 – NO

Whether an item of environmental heritage (however described) is situation on the land:

Lot 26 SP 80980 – YES

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The land **IS NOT** land to which *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* applies.

Note: In accordance with 2A of Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*, *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* **DOES NOT** apply to any land in the Inner West Council.

3. Complying Development - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Housing Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Low Rise Housing Diversity Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Inland Code

NO, the Inland Code does not apply to land within the Inner West Local Government Area.

Rural Housing Code

NO, the Rural Housing Code does not apply to land within the Inner West Local Government Area.

Greenfield Housing Code

NO, the Greenfield Housing Code does not apply to land within the Inner West Local Government Area.

Commercial and Industrial (New Buildings and Additions) Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Housing Alterations Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

General Development Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Commercial and Industrial Alterations Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Container Recycling Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Subdivisions Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Demolition Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

Fire Safety Code

Lot 26 SP 80980:

NO.

Complying Development may not be carried out on this land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4) of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land that is excluded land is:

- Identified as an item of environmental heritage or a heritage item by Marrickville Local Environmental Plan 2011.

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

The land **IS NOT** subject to any annual charges under Section 496B of the *Local Government Act 1993*.

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

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Compensation Act 2017*:

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

Lot 26 SP 80980:

The land **IS NOT** affected by a road widening or road realignment.

7. Council and other public authority policies on hazard risk restrictions

- (a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	YES. Council has adopted a policy which may restrict the development of the land if the potential for the risk of land contamination exists. This policy is the Marrickville Development Control Plan 2011 refer to Part 2.24: Contamination Land. Persons relying on this certificate should refer to this Development Control Plan to satisfy themselves that the land is suitable for the intended use.

- (b) Whether or not the land is 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 in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:

Land Slip	NO
Bushfire	NO
Tidal Inundation	NO
Subsidence	NO
Acid Sulphate Soils	NO
Any Other Risk (Other than Flooding)	NO

7A. Flood related development controls information

(1) Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls:

Lot 26 SP 80980:

NO.

(2) Whether or not development on the land or part of the land for any other purpose is subject to flood related development controls:

Lot 26 SP 80980:

NO.

(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2006*.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Item 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act:

Lot 26 SP 80980:

The land **IS NOT** reserved, in part or whole, for acquisition by a public authority, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*.

9. Contributions plans

The name of each contributions plan applying to the land:

Marrickville Section 94/94A Development Contributions Plan 2014.

Note: The former Section 94 and 94A Development Contributions Plans are now known as Section 7.11 and Section 7.12 Local Infrastructure Contribution Plans under the *Environmental Planning and Assessment Act 1979*.

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*) a statement to that effect.

The land **IS NOT** biodiversity certified land as defined under Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

The land **IS NOT** biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

There are **NO** set asides areas on the land under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in section 4.14 of the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

The land **IS NOT** bush fire prone land as defined under the *Environmental Planning and Assessment Act, 1979*.

12. Property vegetation plans

If the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The land **DOES NOT** have an applicable property vegetation plan under the *Native Vegetation Act 2003*.

13. Orders under Tree (Disputes Between Neighbours) Act 2006

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the Council has been notified of the order):

Lot 26 SP 80980:

An order **HAS NOT** been made under the *Trees (Disputes Between Neighbours) Act 2006*.

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There **IS NOT** a direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

Note: Developments may no longer be lodged under Part 3A of the Act and must now be processed via the State Significant pathways of Part 4.7 for State Significant Development and Part 5.2 for State Significant Infrastructure.

15. Site compatibility certificates and conditions for seniors housing

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 **DOES** apply to this land.

Lot 26 SP 80980:

There **IS NOT** a current site compatibility (of which the Council is aware), issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Lot 26 SP 80980:

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land.

There **IS NOT** a valid site compatibility certificate (of which Council is aware) issued under clause 15 of *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017* in respect of proposed development on the land.

17. Site compatibility certificates for affordable rental housing

Lot 26 SP 80980:

There **IS NOT** a valid site compatibility certificate (of which the Council is aware), issued under clause 37 of *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land.

18. Paper subdivision information

- (1) There **IS NOT** any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) There **IS NOT** any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

A statement of whether there is a current site verification certificate, of which council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- a) the matter certified by the certificate, and

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

- b) the date on which the certificate ceases to be current (if any), and
- c) that a copy may be obtained from the head office of the Department

There **IS NOT** a current site verification certificate, of which the Council is aware, in respect of the land.

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

Council **IS NOT** aware of whether the land includes residential premises listed on the register maintained under Division 1A of Part 8 of the *Home Building Act 1989*).

21. Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

NO

(2) A statement of:

a. Whether there is any building rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with:

NO

b. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding:

NO

(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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

Lot 26 SP 80980 – NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of the Act – if it is subject to such an order at the date when the certificate issued,

Lot 26 SP 80980 – NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

Lot 26 SP 80980 – NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,

Lot 26 SP 80980 – NO

(e) that the that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Lot 26 SP 80980 – YES

Information regarding outstanding notices and orders

For information regarding outstanding notices and orders a Certificate for outstanding notices or intention and/or an Order under section 735A of the *Local Government Act 1993* may be applied for at any of the Inner West Council's Service Centres in Ashfield, Leichhardt or Petersham.

General Message on matters not able to be included in this Certificate

The s10.7 Certificate provides information relating to the land itself. Persons should make their own enquiries into external matters which may affect the enjoyment of the land such as development consents on adjacent land, Park Plans of Management etc.

General Information

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

Any enquiries regarding State Environmental Planning Policies and should be directed to Planning and Environment. Please contact Council's Strategic Planning section for further information about this Planning Certificate.

General Information

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the *Environmental Planning and Assessment Regulation 2000* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and section 2 of schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to NSW Department of Planning, Industry and Environment.

Please contact Council's Strategic Planning section for further information about this Planning Certificate.



**HARJEET ATWAL
SENIOR MANAGER PLANNING**

COMMERCIAL LEASE AGREEMENT

Item	Item Schedule
1. AGREEMENT	Clause 1(1)
THIS AGREEMENT is made on <u>14/07/2020</u> at <u>S203, 156 Military Road, Neutral Bay NSW 2089</u> N.S.W. Between the Landlord and the Tenant.	
2. LANDLORD	
Name:	<u>Lida ZHOU and Yining WANG</u>
Address: ACN:
 ABN:
Phone: Mobile:
Email: GST Registered: Yes / No
3. LANDLORD'S AGENT	Clause 23
Name:	<u>THOMAS DAYAL GROUP PTY LTD T/as THOMAS PROPERTY INNER CITY</u>
Address:	<u>SUITE 203, 156 MILITARY ROAD</u> ACN: <u>169 687 398</u>
	<u>NEUTRAL BAY, NSW, 2089</u> ABN: <u>43 169 687 398</u>
Phone:	<u>(02) 9953 1039</u> Mobile: <u>0455 021 341</u>
Email:	<u>accounts@thomasproperty.com.au</u> Licence No.: <u>1002 7775</u>
4. TENANT	
Name/s:	<u>Dr Paul Pusey + Associates Pty Ltd</u> DOB:
Address:	<u>3 Short Street, Summer Hill NSW 2130</u>
ABN:	<u>70619770419</u> Phone:
	Mobile: <u>0402 434 857</u>
Email:	<u>paul@drpaulpusey.com.au</u> GST Registered: Yes / No
5. GUARANTOR/S	If more than (2) Guarantors, attach additional names as a schedule to the Special Conditions Clause 33
(1) Name:	<u>Dr Paul Pusey</u>
Address:	<u>3 Short Street</u> ACN:
	<u>Summer Hill NSW 2130</u> ABN:
Phone: Mobile: <u>0402 434 857</u>
Email:	<u>paul@drpaulpusey.com.au</u>
(2) Name:	<u>Jacinta Pusey</u>
Address:	<u>3 Short Street</u> ACN:
	<u>Summer Hill NSW 2130</u> ABN:
Phone: Mobile: <u>0402 023 194</u>
Email:	<u>jacintapusey@hotmail.com</u> 
6. PREMISES	(Includes all Landlord's fittings and fixtures) Clause 1(15)
Address:	<u>310/3 Gladstone Street, Newtown NSW 2042</u>
Description:	<u>Office Space - As Per Condition Report</u> (e.g. as shown on attached diagram)
Area of Premises:	<u>38</u> m ² (approx.)
7. RENT	Clauses 1(6), 1(17), 4 and 24
Annual Rent year one:	<u>\$22,880.00</u> excluding / including / plus GST
	<u>\$1,906.66</u> payable weekly / fortnightly / monthly / quarterly in advance on the: <u>27/07/2020</u>
Other Information:	<u>Rental Amount is \$1,906.66 per calendar month Incl. GST, equating to \$438.49 per week Incl. GST.</u>
Rent Review Basis:	CPI / Other (if other, see Special Conditions)
Date of Initial Rent Review:	<u>28/04/2022</u>
And thereafter:	<u>Three (3) Months prior to lease expiry date.</u> (e.g. annually)

7. RENT (Continued)

Clauses 1(6), 1(17), 4 and 24

Payable:

- (a) as directed from time to time by the Landlord or the Landlord's Agent, or
 (b) into the following account

Bank: Westpac Banking Branch: Leichhardt, NSW BSB: 0 | 3 | 2 | 2 | 6 | 7
 Account Name: Thomas Dayal Group Pty Ltd Trust Account Number: 3 | 4 | 7 | 4 | 5 | 6 | | |
 or any other account nominated by the Landlord.

8. SECURITY BOND

Clauses 1(19) and 19

Cash Bond OR Bank Guarantee OR Other form of security: Rental Bond to OSBC

The sum equivalent to One (1) months gross rent plus GST.

Being, for the first year: \$ 1,906.66 **excluding / including / plus** GST

9. TERM

Clauses 1(12) and 3.1

Lease Commencement Date: 27 / 07 / 2020 Lease End Date: 27 / 07 / 2022

Lease Term: Twenty-Four (24) Months

10. OPTION TO RENEW

Clause 5

(Note: it is advised that the Tenant obtain professional legal advice regarding the registration of a renewed lease)

10.1 Option to renew given: Yes No

10.2 Option Details: (1) Term: Twelve (12) Months

(2) Rental Yr one: Tick ONE only

Current Market Rent (see Clause 5.4) Other (e.g. CPI) (insert as a Special Condition)

10.3 Period in which to exercise the option: (If no period is specified, notice shall be given no more than 6 and no less than 3 months from the date of expiry of the term.)

Three (3) month period prior to expiry date.

11. TENANT'S INSURANCE

Clauses 8.1(12) and 8.1(13)

Public Liability (including product liability) cover: \$250,000

Additional requirements:

**Lessee to provide a copy of insurance certificate for public liability in the amount not less than \$250,000.00.
 Public Liability Insurance to include Landlord as an 'Interested Party' and to have 'Glass' cover.**

12. PERMITTED USE

Clause 6.1

Commercial/Office.

13. OUTGOINGS

Clauses 1(2), 1(13) and 8.1(5)

Payable by Tenant: Yes No

Payable: weekly / fortnightly / monthly / quarterly in advance on the: Refer to Special Conditions.

Outgoings in addition to those specified in Clause 1(13): (1) _____
 (see attached Outgoings Schedule if insufficient room) (2) _____

Tenant's % of Outgoings: Tick ONE only

100 % of Outgoings

OR

_____ % of increases in Outgoings above the Base Year Outgoings where Base Year is 20 _____

14. OVERDUE MONIES

Clause 32

Interest charged: Yes No Interest Rate: Nil. % per annum.

15. SPECIAL CONDITIONS

Clause 31

Re: Item 13 - Outgoings: Refer to attached Outgoings Schedule.

Re: Item 10.2 - Option terms: CPI 2.0% ~~per annum~~. JP

Re: Amended Clause 18.1 (4): Any claims arising out of scope of works relating repairs, damages caused by the tenants, the Landlord is required to do under this contract, with an exception of unless it relates to the Landlord's negligence.

16. SIGNATURES

The Landlord and Tenant agree to be bound by this Agreement which also includes conditions implied by Section 84 and Section 85 of the Conveyancing Act 1919 unless modified or amended by this Agreement.

Landlord: _____

Witness: _____

Tenant(s): _____

Witness(es): _____

Guarantor(s): _____

Witness(es): _____

17. IF EXECUTED BY A CORPORATION (to be completed where the Landlord and/or Tenant is a corporation)

Note: A common seal need not be affixed.

Executed in accordance with Section 127 of the Corporations Act 2001.

Director: _____

Director/Secretary: _____

Print Name: Paul Pusey

Print Name: Jacinta Pusey

Date: 17.7.20

Date: 17.7.20

Director: _____

Director/Secretary: _____

Print Name: _____

Print Name: _____

Date: / /

Date: / /

Director: _____

Director/Secretary: _____

Print Name: _____

Print Name: _____

Date: / /

Date: / /

Surrender of Lease

NOTICE

In consideration of _____, receipt of which hereby acknowledged, the Tenant surrenders all the Tenant's estate and interest in the Lease and the Landlord accepts a surrender of the Lease such that the residue of the unexpired term will merge in the freehold reversion and be extinguished on the signing of this surrender.

SIGNATURES

Dated this _____ day of _____ 20 _____

Landlord: _____

Witness: _____

Tenant: _____

Witness: _____

Commercial Lease Agreement - Terms of Agreement - Pursuant to the *Conveyancing Act 1919*

1. Definitions

In this Schedule the following mean:

- (1) **Agreement:** this Commercial Lease Agreement consisting of the Item Schedule, the Terms of Agreement and any attached Schedule.
- (2) **Base Year Outgoings:** the Outgoings payable in the Base Year Item 13.
- (3) **Business Day:** Any day other than a Saturday, Sunday or public holiday under the *Public Holidays Act 2010* in the State of New South Wales.
- (4) **Commercial Building:** means the building or buildings used for carrying on commercial activities of which the Premises are a part.
- (5) **Common Areas:**
Includes:
 - (a) entrances and exits;
 - (b) pathways, escalators and elevators;
 - (c) malls and walkways;
 - (d) parking areas; and
 - (e) toilets and rest rooms,any areas of the Commercial Building which the Landlord may from time to time designate.
- (6) **Consumer Price Index (CPI):** is the Consumer Price Index (All Groups Index) for Sydney as published by the Australian Statistician.
- (7) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (8) **Electronic Document:** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (9) **GST:** has the same meaning used in the *A New Tax System (Goods and Services Tax) Act 1999* and "GST" includes any applicable rulings issued by the Commissioner of Taxation.
- (10) **Item:** means items detailed in the Item Schedule of this Agreement.
- (11) **Land:** the Land upon which the Commercial Building is constructed.
- (12) **Lease Term:** the period of time set out in Item 9.
- (13) **Outgoings:** expenses incurred by the Landlord with respect to the Land and Commercial Building including:
 - (a) all state and local government rates and charges including land tax, water and sewerage rates and general rates;
 - (b) periodic charges and levies including insurance premiums and fire protection services;
 - (c) repair, maintenance and cleaning (excluding structural matters and major repairs); and
 - (d) those things (if any) specified in Item 13.
- (14) **Personal Information:** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (15) **Premises:** the premises referred to in Item 6.
- (16) **Related Document:** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- ~~(17) **Rent Review Date:** the date the rental amount charged to the Tenant is reviewed (as provided in Item 7).~~
- (18) **Rules:** rules made by the Landlord from time to time for operating the Commercial Building.

- (19) **Security Bond:** a cash bond or bank guarantee in the amount as set out in Item 8 and thereafter, equivalent to the rental for the number of months stated in Item 8.
- (20) **Security Interest:** has the meaning given it in accordance with Section 12 of the *Personal Property Securities Act 2009 (Cth)*.
- (21) **Tenant's Chattels:** The Tenant's items of personal property.
- (22) **Valuer:** a Valuer registered in accordance with the provisions of the *Valuers Act 2003* and who is able to carry out rental determinations as may be required under this Agreement.

2. Interpretation

2.1 In this Agreement, unless the contrary intention appears:

- (1) the singular includes the plural and vice versa;
 - (2) 'person' includes a firm, a body corporate;
 - (3) an agreement, representation or warranty:
 - (a) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (b) on the part of two or more persons binds them jointly and severally;
 - (4) a reference to:
 - (a) an item number is a reference to an item in the Item Schedule;
 - (b) a person includes the person's executors, administrators, successors and assigns;
 - (c) a document includes any variation to that document; and
 - (d) any law includes all regulations and other instruments under it and amendments or replacements of any of them;
 - (5) the Item Schedule and any attached addendum pages and annexures shall form part of this Agreement;
 - (6) any party signing as trustee contracts personally and as trustee; and
 - (7) headings do not form part of this Agreement.
- 2.2 A reference to month or monthly means a calendar month or calendar monthly.

3. Holding Over

- 3.1 At the Lease End Date stated in Item 9 the Tenant may continue but only with the Landlord's prior written consent to occupy the Premises and shall do so as a monthly Tenant subject to the provisions of this Agreement.
- 3.2 A monthly tenancy may be terminated by either party giving to the other, not less than one month's notice.
- 3.3 To remain in occupation after the Lease End Date the Tenant must obtain the Landlord's consent not less than one month prior to that date.

4. Rent

- 4.1 The Tenant agrees to pay the Rent in advance as specified in Item 7.
- 4.2 Rent for any broken period of less than a month will be apportioned on a daily basis.
- 4.3 If specified in Item 7 that the Rent amount is to be reviewed in accordance with the CPI then the Rent shall be adjusted in accordance with the following formula:

$$R = A \times \frac{B}{C}$$

Where:

R represents the CPI adjusted Rent.

A is the Rent payable immediately prior to the Review Date.

B is the CPI for the quarter immediately prior to the relevant Review Date in Item 7.

C is the CPI published for the quarter ending one year prior to the quarter in **B**.

- 4.4 If the CPI is suspended or discontinued, the Index used for the formula in Clause 4.3 will be that which is substituted by the Australian Statistician.

5. Option/s to extend Lease Period

- 5.1 If an option to extend the Lease Term of the Agreement is given in Item 10 the Tenant must exercise the option in writing in accordance with the exercise period in Item 10.
- 5.2 An option to extend the Lease Term of the Agreement shall only be granted by the Landlord if the Tenant has complied with the Terms of this Agreement such that there is no existing or unremedied breach or default at the date of exercise of the option.
- 5.3 The Tenant, having complied with Clause 5.1 and 5.2, the Landlord will grant a further lease of the Premises to the Tenant on the same Terms as this Agreement subject to Clause 5.4, excluding Item 10 and this Clause and otherwise varying Item 9 as to the Lease Commencement and Lease End Date.
- 5.4 Rental for the further term will be:
 - (1) as agreed between the parties;Or failing agreement:
 - (2) as provided in Item 10.2;
 - (3) where the rental is to be reviewed in accordance with Current Market Rent, the rent will be determined by a Valuer within a reasonable time (not less than two months) prior to expiration of the current Term;
 - (4) in any case market rent or other, the rental shall not be less than the rental charged at the expiration of the prior term; and
 - (5) once determined, the rental for the future term will be payable from the commencement date of the new term.
- 5.5 The Landlord and the Tenant shall equally share any costs incurred relating to a rental determination under Clause 5.4.
- 5.6 No failure by the Tenant to comply with the Terms and Conditions of this Agreement precludes the Tenant's entitlement to the option unless notice has been served in compliance with Section 133(E) of the *Conveyancing Act 1919* and the Tenants rights are thereby extinguished.
- 6. Tenant's permitted use of the Premises**
- 6.1 The use of the Premises, by the Tenant, shall be for the Permitted Use (Item 12) only.
- 6.2 The Tenant must obtain all the necessary approvals from any statutory, public or other competent authorities regarding the use of the Premises.
- 6.3 The Tenant and/or the Tenant's employees must not:
 - (1) install any equipment in the Premises that may overload any Services; or
 - (2) carry on any illegal activities or interfere with the rights of other tenants; or
 - (3) do or neglect to do anything to or upon the Premises which may make void or increase the premium of any insurance on the Premises or any property in them; or
 - (4) use the fixtures and fittings within the Premises for any use other than that for which they are intended; or
 - (5) keep pets on the Premises and notify the presence of infectious diseases or vermin.
- 6.4 In common with other persons authorised by the Landlord, the Tenant and the Tenant's Employees may use the Common Areas and the fixtures and fittings within those areas for the purposes for which they were designed or intended.
- 6.5 The Tenant must comply with the Rules and all reasonable directions given to it by the Landlord relating to conduct in the Common Areas.
- 6.6 The Tenant and its employees must not interfere with or impede other persons using the Common Areas or facilities servicing same.
- 6.7 The Tenant acknowledges the Landlord has given no warranty regarding the suitability of the Premises for the use permitted under this Agreement. (See Item 12). The Tenant occupies the Premises at the Tenant's own risk.

7. Building Works and Other Alterations

The Tenant must not carry out any building works or other alterations including the erection, painting, writing or attachment of any sign to the Premises without:

- (1) obtaining written approval from the Landlord (and if required from the relevant authorities); and
- (2) submitting to the Landlord the necessary specifications and plans for the proposed works.

8. Tenant's Responsibilities

8.1 The Tenant will:

- (1) maintain the Premises and all fixtures and fittings in a reasonable state of repair without damage or loss. (fair wear and tear excepted). Provided however, the Tenant shall not be required to carry out any structural work unless it has become necessary because of any actions (negligent or deliberate) of the Tenant;
- (2) keep the Premises and immediate surrounds clean and tidy;
- (3) make repairs in respect to damage caused by the Tenant;
- (4) carry out works on the Premises in accordance with notice given by the Landlord under Clause 10.2(4);
- (5) on receipt of notice pay to the Landlord Outgoings in accordance with Item 13 and Stamp Duty under Clause 21 no later than the due date specified in the Item Schedule;
- (6) inform the Landlord, within a reasonable period of time, of any defect or damage in or to the Premises;
- (7) keep the Premises free of rodents, termites, cockroaches, and other vermin;
- (8) adhere to the terms of this Agreement;
- (9) pay to the Landlord any amounts relating to increases in the Landlord's insurance premiums due to the Tenant's failure to act in accordance with Clause 6.3(3);
- (10) not install any heavy equipment except as approved and subject to the conditions set out by the Landlord in writing. Any damage occasioned thereby will be rectified by the Tenant at its cost;
- (11) with respect to the Premises, ensure that charges for:
 - (a) electricity;
 - ~~(b) gas;~~
 - ~~(c) water;~~
 - ~~(d) garbage;~~
 - ~~(e) sanitary;~~ and
 - (f) telephone,are paid;
- (12) throughout the Lease Term at its' sole cost, in its name and noting the Landlords interest obtain the following insurances:
 - (a) Property: all stock, furnishings, plant and equipment including fixtures and improvements owned or installed by the Tenant in the Premises insured against loss or damage including fire, with standard extension coverage;
 - (b) Public Liability: in the amount specified in Item 11;
 - (c) Plate Glass: all plate glass including frames forming part of the Premises for reinstatement; and
 - (d) Business Interruption: business interruption insurance in an amount sufficient to reimburse the Tenant for loss of earnings;
- (13) maintain public liability insurance (including liability against damage caused to the Premises as a result of failure or neglect by the Tenant, their employees, contractors or equipment) in accordance with Item 11;
- (14) not carry on any offensive trade within the Premises;
- (15) keep the Premises secure at all times;

- (16) carry on its business in a fit and proper manner during the term of the Agreement or any extension;
- (17) maintain the appropriate licenses or permits, if any, relating to the Tenant's business and comply with statutes, orders and by-laws relating to the Tenant's use and occupation of the Premises and Building and promptly notify the Landlord on receipt of any notices or orders in relation to or affecting the Premises; and
- (18) ensure where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached such label or instruction is not defaced, damaged or removed.
- 8.2 The Tenant will ensure that all insurance policies required to be effected under this Lease:
- (1) have been approved by the Landlord; and
 - (2) are at all times current and cover the agreed risks in accordance with Item 11 and contain conditions acceptable to the Landlord and the Landlord's insurer.
- 8.3 Upon request provide copies of and provide certificates annually for each insurance policy confirming the currency of such policies to the Landlord.
- 8.4 At the end of the lease, unless otherwise agreed, the Tenant must vacate the Premises and:
- (1) remove all Tenant's Chattels;
 - (2) remove all Tenant's fittings and fixtures as directed or required by the Landlord;
 - (3) repair any damage caused by the removal of chattels, fittings and fixtures as provided for in Clauses 8.4(1) and 8.4(2);
 - (4) leave the Premises including fixtures and fittings in a clean and reasonable state of repair; and
 - (5) return all keys and other devices and codes for access to the Landlord or the Landlord's Agent.
- 8.5 If the Tenant fails to remove the Tenant's Chattels as required by Clause 8.4 the Landlord may:
- (1) remove and store the Tenant's Chattels at the Tenant's risk and expense; or
 - (2) treat the Tenant's Chattels as if the Tenant had abandoned its interest in it and the Tenant's Chattels has become the Landlord's property and may deal with it as the Landlord thinks fit without being liable to account to the Tenant.
- 8.6 After Termination or the expiry of the lease the Tenant remains liable for payments in respect of periods prior to such Termination or expiry.
- 8.7 The Tenant will ensure that its employees, invitees, agents and licensees comply with the terms of this Agreement and any Rules relating to it
- 8.8 For the purpose of Clause 8.1(5) land tax will be calculated as if the Land was the only land owned by the Landlord in New South Wales.
- 9. Quiet Enjoyment**
- The Tenant performing its obligations under this Agreement may use the Premises without interruption or disturbance from the Landlord or persons claiming through or under the Landlord.
- 10. Landlord's Rights and Responsibilities**
- 10.1 On delivery of possession of the Premises the Landlord will ensure the Premises:
- (1) are clean, safe and fit to occupy;
 - (2) comply with state and local authority building regulations;
 - (3) have, where required under the *Work Health and Safety Regulation 2017 (NSW)*, a current asbestos register and asbestos management plan; and
 - (4) are insured against all reasonable insurable contingencies in broad cover form (including public liability), such policies to be maintained for the Lease Term of this Agreement.
- 10.2 It is the Landlord's responsibility to:
- (1) provide to the Tenant, at the start of the Lease Term, a stamped copy of this Agreement duly signed by both parties;
 - (2) promptly carry out repairs of a structural nature except where such repairs have become necessary as a result of the actions of the Tenant. (refer Clause 8.1(1));
 - (3) maintain services for the Premises including services used in common with the Landlord and other Tenants;
 - (4) serve upon the Tenant written notice of any defect, requiring the Tenant to make repairs in accordance with any covenant expressed or implied in this Agreement;
 - (5) issue to the Tenant all relevant tax invoices for receipt of payments made by the Tenant throughout the Lease Term that may be reasonably required to be held for tax purposes by the Australian Tax Office; and
 - (6) make payment of all costs relating to the Landlord's management of the Premises.
- 10.3 On the giving of 2 days notice to the Tenant, the Landlord may at reasonable times enter the Premises for the purposes of:
- (1) inspecting the Premises; or
 - (2) viewing the state of repair of the Premises; or
 - (3) performing any building and other repair work in accordance with Clause 10.2(2) and 10.2(3) or those works that the Tenant has failed to complete in accordance with Clause 8.1(4); or
 - (4) carrying out requirements of state, local or other competent authorities; or
 - (5) in the case of a proposed sale or reletting of the Premises:
 - (a) showing the Premises to prospective purchasers or tenants; and/or
 - (b) erecting sale or lease signage at the Premises.
- 10.4 In the case of a proposed sale or reletting of the Premises the Landlord may at all reasonable times access the Premises with prospective purchasers or tenants.
- 10.5 The Landlord may in cases of:
- (1) Emergency; or
 - (2) if reasonable evidence suggests the Premises has been abandoned,
- enter the Premises without first giving notice to the Tenant.
- 10.6 If the Tenant fails to carry out any of its obligations hereunder the Landlord may after giving notice in accordance with Section 129 of the *Conveyancing Act 1919* rectify such breach and recover any expenditure from the Tenant.
- 11. Strata Plan**
- 11.1 If during the Lease Term the Landlord determines to register a Strata Plan in relation to, or affecting the Premises, the Tenant will consent if requested by the Landlord to the Strata Plan.
- 11.2 Subsequent to registration of the Strata Plan, compliance by the Landlord with the Strata Plan will not amount to default by the Landlord under this Agreement
- 11.3 The Landlord will comply with by-laws except in so far as such compliance would be contrary to the terms of this Agreement.
- 11.4 If required by the Landlord the Tenant will, at the cost of the Landlord, surrender the existing Agreement and enter into a new Agreement on the same Terms and Conditions as this Agreement save as follows:
- (1) the new Agreement shall commence from the date of surrender and terminate on the date this Agreement would have otherwise expired;
 - (2) the provisions of the Agreement will be altered to the extent necessary to enable compliance with the Strata Plan; and

(3) Outgoings will include levies payable by the Landlord in accordance with the Strata Plan.

12. Damage or Destruction

- 12.1 Where the Premises becomes wholly or partially unfit for the Tenant to occupy due to damage or destruction, not caused by the Tenant or the Tenant's Employees, the Landlord will adjust the Rent and other amounts payable by the Tenant in accordance with the degree of damage or destruction until the Premises are restored and made fit for the Tenant to occupy.
- 12.2 The Landlord is not required to restore the Premises. However should the Landlord not notify the Tenant of its intention to restore the Premises within one month of the date of damage or destruction either party may give one month's notice terminating the Tenancy.
- 12.3 Termination under this Clause is without prejudice to the rights of either party for any antecedent breach or non observance of any provision of this Agreement.
- 12.4 Should the damage or destruction have been caused or contributed to by the Tenant or its employees or should the Tenant or Tenant's employees actions result in the Landlord's insurer refusing to indemnify, Clause 12.1 and 12.2 will not apply.
- 12.5 In the case of any dispute arising under Clause 12, the provisions of Clause 27 will apply, however if the dispute is not resolved, the same shall be referred to arbitration under the provisions of the *Commercial Arbitration Act 2010*.

13. Joint Obligation

In the case of a breach of this Agreement the parties shall take reasonable steps to mitigate damages. Provided however, if the Tenant fails to notify the Landlord in accordance with Clause 8.1(6) the Landlord will not be liable for damages suffered by the Tenant.

14. Assignment or Subletting

- 14.1 The Tenant will not assign or sublet without the Landlord's consent.
- 14.2 The Landlord will not, in the case of suitable assigns, unreasonably refuse to grant the Tenant's requests where the Tenant is not in default.
- 14.3 The Tenant will pay the Landlord's costs in relation to any assignment or subletting.
- 14.4 The proposed assignee shall:
- (1) provide suitable references; and
 - (2) enter into a written agreement agreeing to comply with the terms of this Agreement.

15. Dealings

The Tenant is not entitled to deal with the lease or other assets of the business on, in or from the leased Premises by way of security or by way of creating a Security Interest, without first having obtained the Landlord's consent, which consent, is at the sole discretion of the Landlord and may be granted upon such terms and conditions as the Landlord considers reasonable.

16. Personal Property Securities

- 16.1 Security Interest notification
- The Tenant must notify the Landlord on or before the Commencement Date if any of the personal property owned or used by the Tenant which will be either located in the Premises or relevant to this Agreement is subject to any Security Interest.
- 16.2 Exclusion of *Personal Property Securities Act 2009 (Cth)* (PPS Act) provisions.
- To the extent the law permits:
- (1) the Tenant waives its rights to receive notifications, verifications, statements, disclosures, proposals and any other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPS Act; and

(2) the Landlord and the Tenant agree that sections 96, 125, 129, 142 and 143 of the PPS Act do not apply to this Agreement.

17. Registration and Release of Security Interest

- 17.1 Where registration or release of a Security Interest is required each party will do all things reasonably necessary to facilitate such registration or release.
- 17.2 The Tenant agrees the Landlord may register a Security Interest over any of the personal property (including Security Bond) owned or used by the Tenant which is either located in the Premises or relevant to this Agreement.
- 17.3 The Tenant having complied with its obligations under the Agreement and not being otherwise in default the Landlord will release any Security Interest over the Tenant's personal property at the end of the Lease Term or any extension of the Lease Term.

18. Indemnity

- 18.1 The Tenant indemnifies the Landlord from and against all claims including legal actions during or after this Agreement arising from;
- (1) neglect or default by the Tenant or Tenant's employees; or
 - (2) Tenant's failure to give notice of damage or defect to the Premises; or
 - (3) damage to person or property caused or contributed to by the Tenant or Tenant's employees; or
 - (4) ~~anything the Landlord is required to do under this Agreement unless arising from negligence of the Landlord or its employees; or~~
 - (5) a warning label or safety instructions having been removed, damaged or defaced where a product or fitting has been supplied to the Premises with such a label or instruction attached.
- 18.2 By signing this Agreement the Tenant for itself and its employees agrees that use and occupancy of the Premises will be at the Tenant's own risk.

19. Security Bond

- 19.1 If a requirement for a Security Bond is provided for in Item 8, for the purpose of securing the performance by the Tenant of its obligations under this Agreement, the Tenant must:
- (1) lodge with the Landlord a cash bond; or
 - (2) arrange for the issue of an unconditional bank guarantee, in favour of the Landlord which does not have an expiry date.
- 19.2 On the sale or the transfer of the Premises the Landlord may assign its right with respect to the Security Bond to the purchaser and upon notifying the Tenant the Landlord will be released from all obligations in relation to the Security Bond. Where the Security Bond is not assignable, the Tenant will cause a replacement guarantee to be issued in favour of the purchaser, the reasonable costs of which will be met by the Landlord. Where a replacement Security Bond has been issued the original must be released to the Tenant.
- 19.3 The Landlord may apply the Tenant's Security Bond towards compensation for any loss or damage incurred or sustained by the Landlord due to the Tenant's failure to comply with any of its obligations under this Agreement.
- 19.4 The Landlord's exercise of its rights with respect to the Security Bond does not prejudice any other rights of the Landlord arising from a breach of the terms of the Agreement.
- 19.5 The Landlord will as soon as practicable after the end of the Lease Term or any extension of the Lease Term cause to be released, subject to any unsatisfied claim under Clause 19.3, the Security Bond to the Tenant.
- 19.6 The amount of the Security Bond shall be adjusted in each year of the lease, subsequent to the first year, by using the same method as that used for Rent Reviews.

20. Tenant's Default

- 20.1 The following events are considered an act of default by the Tenant:
- (1) the Tenant's failure to pay the Rent or any other monies payable under this Agreement for any period in excess of 7 days after such monies have become due, whether any formal demand is made or not. (Section 85(1)(d) of the *Conveyancing Act 1919* is modified accordingly); or
 - (2) repairs required by any notice are not carried out by the Tenant within the time specified in the notice; or
 - (3) the Tenant fails to perform or observe any of its covenants or obligations under this Agreement; or
 - (4) the Tenant commits an act of bankruptcy or an act allowing the Tenant's property to become liable to be taken in execution; or
 - (5) the Tenant, being a corporation, has an administrator, liquidator, or receiver appointed (accept for the purposes of reconstruction).
- 20.2 If the act of default by the Tenant in Clause 20.1(1) is not resolved forthwith or any of the acts of default by the Tenant in 20.1(2) to 20.1(4) are not resolved by the Tenant in accordance with notice from the Landlord under the provisions of Section 129 of the *Conveyancing Act 1919*, the Landlord may without limiting other remedies, including action for damages and/or specific performance:
- (1) terminate this Agreement in accordance with Clause 29.1;
 - (2) resume possession of the Premises;
 - (3) claim the loss, if any, incurred by the Landlord; and/or
 - (4) continue the Agreement on a periodic basis.

~~21. Stamp Duty~~

~~Payment of Stamp Duty and/or all other taxes, levies or fees in relation to this Agreement are the responsibility of the Tenant.~~

~~22. Professional Fees~~

~~All professional fees incurred by the Landlord in relation to this Agreement shall be paid by the Tenant.~~

23. Landlord's Agent

The parties agree that the Landlord may appoint an Agent to administer this Agreement.

24. GST

- 24.1 The Tenant is required to pay to the Landlord the GST amount for a taxable supply made to the Tenant under this Agreement on provision by the Landlord of a valid tax invoice.
- 24.2 Unless otherwise expressly stated, all monies payable by the Tenant to the Landlord under this Agreement are expressed exclusive of GST.

25. Invoices

- 25.1 The Landlord will issue tax invoices when necessary in respect of all monies owing by the Tenant to the Landlord.
- 25.2 Invoices or statements (original or substituted) given to the Tenant detailing the amounts that the Tenant or the Guarantor (if applicable) must pay to the Landlord under this Agreement are presumed correct when issued.

26. Time

- 26.1 Time shall be of the essence regarding the carrying out of either party's obligations under this Agreement.
- 26.2 Any event that must occur on or before a specified date, in respect to this Agreement, which date does not fall on a Business Day shall be extended to the next Business Day following the specified date.

27. Notice of Dispute

In case of disputes either party may serve on the other a notice containing full details of the dispute in which case both parties will use their best endeavours to settle the dispute without recourse to litigation.

28. Applicable Law

- 28.1 The laws of New South Wales are the laws applicable to this Agreement.
- 28.2 Both parties agree to comply with statutes, regulations, orders and by-laws relating to the Commercial Premises.

29. Termination

- 29.1 The Landlord may give notice terminating this Agreement if:
- (1) the Tenant fails to remedy a default; or
 - (2) the Premises is permanently unfit for the Tenant to occupy in accordance with Clause 12.
- 29.2 If the Tenant fails to vacate the Premises upon receiving notice in accordance with Clause 29.1 the Tenant is liable to pay compensation to the Landlord for any loss occasioned by the Landlord resultant upon that failure and the receipt of funds by the Landlord shall not create a new Tenancy.
- 29.3 In the case of default, and the tenancy under this Agreement continuing (in accordance with notice given by the Landlord) on a periodic basis, the Tenant may continue to occupy the Premises on a periodic basis on the terms and conditions determined by the Landlord, but without prejudice to any rights accruing to the Landlord under this Agreement.
- 29.4 Should the Landlord be in breach of its provisions of this Agreement the Tenant may give to the Landlord notice in writing to remedy such breach. If within 14 days after receipt of such notice the Landlord has not taken steps to remedy the breach the Tenant may terminate this Agreement by giving 30 days notice in writing to the Landlord.

30. Entire Agreement

This Agreement forms the entire Agreement between the parties and each party has entered into this Agreement after making their own enquiries and without relying on representations not contained herein.

31. Special Conditions

Any Special Conditions to this Agreement shall form part of this Agreement. Should there be any inconsistency between the Terms of Agreement and the Special Conditions the Special Conditions shall apply.

32. Interest on Overdue Monies

- 32.1 Any monies payable under this Agreement, (or any judgment given in respect of this Agreement) not paid when due will attract interest from the due date for payment, to the date of payment at the rate prescribed in Item 14. If no rate is prescribed, the rate will be equivalent to the Landlord's bank overdraft rate plus 2%.
- 32.2 Interest due will not be payable until notice is given to the Tenant by the Landlord in respect to monies owed.

33. Guarantor

- 33.1 In consideration of the Landlord granting this lease to the Tenant at the Guarantor's request, the Guarantor guarantees to the Landlord:
- (1) the payment by the Tenant of the Rent and other money agreed to be paid;
 - (2) prompt performance and observance of all of the Tenant's covenants and obligations contained or implied in this Agreement; and
 - (3) ~~indemnifies the Landlord against all claims which the Landlord may suffer or incur in connection with any breach or default by the Tenant under this Agreement or any extension or renewal of the Lease Term.~~
- 33.2 The liability of the Guarantor under this guarantee and indemnity will not be affected by the granting of time or any other indulgence to the Tenant or by the compounding, compromise, release or variation of any of the rights of the Landlord against the Tenant.

34. Severability

Should any court or tribunal of competent jurisdiction determine any term, provision or obligation of this Agreement to be void, illegal or unenforceable by law, that term, provision or obligation must be read down to the extent possible or removed from the Agreement whilst keeping the operation of the remainder of the lease in effect.

35. Privacy

- 35.1 The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- 35.2 The Privacy Policy outlines how the Landlord's Agent collects and uses Personal Information provided by you as the Tenant, or obtained by other means, to provide the services required by you or on your behalf.
- 35.3 You as the Tenant agree the Landlord's Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the Landlord of the Premises to which this Agreement applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
 - (2) tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches; and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the Landlord/Landlord's Agent in order to facilitate the carrying out of works with respect to the Premises; and/or
 - (5) the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; and/or
 - (6) a utility connection provider where you request the Landlord's Agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- 35.4 Documents or copies of documents provided to establish the identity of the Tenant or persons entitled to deal on behalf of the Tenant, will be retained by the Landlord's Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- 35.5 Without provision of certain information the Landlord's Agent may not be able to act effectively or at all in the administration of this Agreement.
- 35.6 The Tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 35.7 The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

36. Data Collection

Upon signing this Agreement the parties agree the Landlord's Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Agreement.

37. Related Documents / Notices / Electronic Communication

- 37.1 The parties agree and confirm any documents and communications in relation to this Agreement may be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- 37.2 A Related Document to be served on any party under this Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Agreement; or

- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Agreement; or
- (4) by email to the party at the appropriate email address as stated in this Agreement; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 37.2(1) to (4) above.

- 37.3 A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- 37.4 A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- 37.5 Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- 37.6 Documents must be served before 5pm on a Business Day, failing which, such document will be deemed to have been served on the next Business Day.
- 37.7 The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- 37.8 The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTE

- (1) This Agreement is not suitable, nor intended to be used for leases under the *Residential Tenancies Act 2010* and/or the *Retail Leases Act 1994*.
- (2) Parties to this Agreement should refer to the *Conveyancing Act 1919* Schedule 4 Part 2 for clarification of short form covenants where used in this Agreement. (Refer to Clauses 8.1(1), 8.1(4), 8.1(5), 8.1(13), 8.1(15), 8.4(1), 9, 10.3, 12 and 14)
- (3) Any lease of a term longer than 3 years will require registration under the *Real Property Act 1900* in which case this document will form a schedule to the NSW Land Registry Services (NSWLRS) Lease Form 07L.