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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 98759977	NSW DAN:	
vendor's agent	SINGER RESIDENTIAL		Phone:	9528 8738
	2/78 Railway Crescent, Jannali NSW 2226		Fax:	
co-agent			Ref:	Izabela
vendor	SARAH MARIE GAUDIOSI			
	310 258 Railway Pde Kogarah NSW 2217			
vendor's solicitor	ALL SAINTS CONVEYANCING		Phone:	1300 95 95 23
	15 Hinkler Street Brighton Le Sands NSW 2216		Fax:	
			Ref:	22777
date for completion	42 days after the contract date	(clause 15)	Email:	info@allsaintsconveyancing.net
land (Address, plan details and title reference)	310/258 RAILWAY PDE KOGARAH NSW 2217 LOT 36 IN STRATA PLAN 97728 36/SP97728			
	☑ VACANT POSSESSION ☐ Subject to existing tenancies			
improvements	☐ HOUSE ☐ garage ☐ carport ☑ home unit ☑ carspace ☐ storage space			
	☐ none ☐ other:			
attached copies	☐ documents in the List of Documents as marked or as numbered:			
	☐ other documents:			

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

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

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**

Choices

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):

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- [ ] 59

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

BCS Strata management pty ltd (02) 8216 0398

Level 27/66-68 Goulburn St, Sydney NSW 2000

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

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

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

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

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

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. 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.

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WARNINGS

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

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

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.**

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

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

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

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

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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.

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7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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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 –

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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.

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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.

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20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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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.

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24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

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

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 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 –

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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

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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*.

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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*;

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

31.2.2 produce on completion a *settlement cheque* for the *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.

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ADDITIONAL SPECIAL CONDITIONS TO CONTRACT FOR SALE OF LAND

33. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included herein, it is hereby agreed and declared that should either party or there being more than one of either party, any one or more of them, prior to completion:

    (i) die or become mentally ill;

    (ii) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a Petition for winding up presented or enter into any scheme or arrangement with its creditors or should any liquidator receiver or manager or administrator be appointed,

    then the other party may rescind this Contract by notice in writing forwarded to the solicitor named herein as that party's solicitor and thereupon this Contract shall be at an end and the provisions of Condition 19 hereof shall apply.

34. The Purchaser acknowledges that he is purchasing the property in its present condition and state of repair and with any defects as regards its construction and subject to any infestation contamination and dilapidation as at the date of this Contract and as a result of his own inspection, knowledge and enquiries and that the Vendor has not nor has any one on his behalf made any representation or warranty in respect of the property whether as to its fitness for any particular purpose or otherwise and the Purchaser acknowledges that he shall not be entitled to call upon the Vendor to effect any repairs or remediation whatsoever, whether of a structural nature or otherwise, to the property or the improvements erected upon the property nor make any objection, requisition or claim for compensation in respect of any such matter as is referred to herein.

35. The Purchaser takes title subject to the existing water, sewerage, gas, telephone and electricity installations and services, if any, and no objection shall be taken and no requisition made by the Purchaser in respect of any such installations and services including but without limiting the generality of the foregoing, on the grounds that any connections are made through any other property and that no rights or easements exist in respect of such installations and services, or that such rights or easements cannot be obtained or on the grounds of any defects in such installations or services or on the grounds that any water or sewerage main or any underground or surface stormwater drain, or any gas, telephone or electricity installations and services pass through, over or under the subject property or the improvements thereon or in respect of any manhole or vent upon the subject property.

36. If the purchase price is not paid by the Purchaser to the Vendor upon the date specified for completion of this Contract then (in addition to all other remedies available to the Vendor) the balance of purchase moneys payable hereunder shall carry interest calculated at the rate of 10% per annum computed from the said specified completion date, or, if the Vendor has delayed completion, the date seven (7) days after the Vendor notifies the Purchaser that the Vendor is ready to complete, whichever is the later, until the date of payment to the Vendor, both dates inclusive. Any such interest shall be a liquidated debt due to the Vendor and shall be immediately recoverable by the Vendor in any Court of appropriate jurisdiction together with all costs and expenses

of the Vendor relating to such enforcement and collection and shall be payable by the Purchaser to the Vendor upon completion should the Vendor so require.

37. Subject always to any specific right of rescission that may be available under this Contract or under the *Conveyancing (Sale of Land) Regulation 2010*, no objection, requisition or claim shall be made by the Purchaser in respect of any of the following matters:

    (a) the identification of the property;

    (b) the position of any improvements thereon;

    (c) the non-compliance of the property with the provisions of the Local Government Act, 1993 and the Ordinances and Regulations thereunder;

    (d) any irregularities in respect of the provisions of the *Local Government Act 1993* or the *Environmental Planning & Assessment Act 1979* or any Ordinance or Regulation made thereunder.

38. The Purchaser warrants that he has not been introduced to the Vendor or to the property directly or indirectly by any Real Estate Agent or other persons who might be entitled to claim commission from the Vendor in respect of this sale other than as named in this Contract and the Purchaser shall indemnify and keep indemnified the Vendor from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty and any costs including legal costs on an indemnity basis incurred by the Vendor as a consequence thereof and the Vendor's rights under this clause continue after completion, whether or not other rights continue.

39. It is expressly agreed by both parties hereto that fourteen (14) days shall be reasonable and adequate time for the insertion in any Notice served by one party upon the other, requiring completion of this Contract. The parties further agree that either party having served a Notice to Complete, shall be entitled by notice in writing served upon the other party prior to expiration of that Notice to Complete to:

    39.1 extend the time in which the other party is required to settle; or
    39.2 withdraw the said Notice to Complete.

40. In the event that:-

    (i) The Vendor issues a Notice to Complete the Purchaser shall pay to the Vendor the sum of $275.00 (inclusive of GST);

    (iii) The Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall pay to the Vendor the sum of $165.00 (inclusive of GST) for each such failure;

    (iv) The Purchaser requests an extension pursuant to Section 66S of the *Conveyancing Act 1919* and does not serve a notice pursuant to Section 66U of the *Conveyancing Act 1919*, for each extension granted by the Vendor the Purchaser shall pay to the Vendor the sum of $110.00 (inclusive of GST).

41. If the deposit agreed to be paid by the Purchaser is less than 10% of the purchase price and the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser shall immediately on demand pay to the Vendor the difference between the 10% of the purchase price and the amount actually paid (to the intent that a full 10% of the purchase price is forfeitable upon default).

42. In the event that the property is sold subject to a cooling off period pursuant to section 66S of the *Conveyancing Act 1919* then notwithstanding the provisions of clause 2 the deposit shall be paid in the following manner:

    (a) As to the sum of 0.25% of the purchase price on the date hereof;

    (b) As to the sum of 9.75% of the purchase price on or before expiry of the cooling off period.

43. 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 they shall require for the purpose of 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.

44. It is hereby agreed that the Purchaser has not entered into this agreement as a result of any representation, oral or written by the Vendor or any one on the Vendor's behalf other than as set forth in this agreement and the Purchaser acknowledges having made all such investigations and inquiries as the Purchaser deems appropriate. This agreement comprises all of the terms in the agreement between the Vendor and the Purchaser.

45. Because the Purchaser has had the opportunity before entering into this Contract to conduct its own enquiries in respect of the Property, the Property is sold in an as is condition, with all faults or defects (if any), whether or not apparent.

46. The Purchaser acknowledges that it has inspected the Property and the improvements (if any) erected thereon and accepts it and them (if any) in their state of repair as at the date of this Contract and shall not be entitled to make any objection, requisition or claim for compensation arising out of the state of repair or condition of the buildings erected on the Property (including, without limitation, by infestation of the buildings by white ants, borers or termites, or make any objection, requisition or claim for compensation concerning the state of construction or repair (or otherwise) of the Property or any part thereof.

47. The Purchaser warrants to the Vendor that it is not a "foreign corporation" or "foreign person" as defined in the Foreign Acquisitions and Takeovers Act, 1975, as amended (the "Act") or has obtained approval from the Foreign Investment Review Board to purchase the Property. The Purchaser irrevocably indemnifies and will keep indemnified the Vendor against all liability, loss, damage and expense the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

48. The Purchaser acknowledges that, except as expressly provided in this Contract:-

    a. At the vendor's discretion, the parties may have agreed to an Electronic Exchange in relation to this Contract.

b. The parties agree and acknowledge that that the requirement for a signature to be provided by either party on or in relation to this Contract may be met in accordance with section 9 of the *Electronic Transactions Act 2000* (NSW) and that the parties may rely on scanned copies of signatures for the purposes of this Contract.

c. The parties acknowledge that the *Electronic Transactions Act 2000* (NSW) applies to this Contract and consent to the use of electronic communication (as the term is defined in the *Electronic Transactions Act 2000* (NSW).

d. If the parties have undertaken an Electronic Exchange, the Buyer agrees as follows:

i. The purchaser and the purchaser's solicitor have appointed the vendor and the vendor's solicitor for the limited purpose of effecting and exchange of contracts;

ii. The digital or electronic copy of this Contract sent by the vendor to the purchaser acknowledging that exchange has taken place shall be binding on the parties as if it were an original document with original signatures (whether or not a hard copy of same is provided from the vendor to the purchaser).

49. The Vendor does not warrant any building erected on the land complies with the Environmental Planning and Assessment regulation 2000 (Regulation) which enquires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.

The Purchaser must make his/her own enquiries as to whether any building erected on the Property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.

The Purchaser must not make any objection, requisitions or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.

50. The Purchaser agrees that the Requisitions on Title annexed to this contract are the only form of general requisitions that they are entitled to make under clause 5 (although this does not limit the right to make further specific requisition resulting from the replies to requisitions).

51. Amendments to Printed Form of the contract

In the event of any discrepancy between these special conditions and printed form of contract these special conditions shall prevail. The standard printed clauses of this contract are herein deemed to be amended as follows:

a. Clause 7.1.1 – deleted

b. Clause 7.2.1,7.2.2 and 7.2.5– deleted

c. Clause 8.1 is amended by deleting the words "on reasonable grounds".

d. Clause 8.1.2: the words "and those grounds" are deleted.

e. Clause 8.1.3 the words "14 days" are deleted and replaced with the words "7 days".

f. Clause 8.2.2 is deleted.

g. Clause 16.5 – delete the words “plus another 20% of that fee”.

h. Clause 16.7 and 16.8 – deleted.

i. Clause 16.12 – delete all words after “NSW”.

j. Delete "unless it is not received" from clause 20.6.5.

k. Add clause 20.6.8: "served if it is sent by email to the party's solicitor".

l. Clause 23.5.2 - delete the words "but is disclosed in this contract".

m. Clauses 23.6, 23.7, 23.9, 23.14 and 23.17— delete the entire clause.

n. Clause 23.13 – delete “Vendor” in the first line and insert “Purchaser” Purchaser needs to order an S184 certificate and pay the fees.

o. Clause 25 - delete the clause entirely and the parties agree that the Vendor shall not supply nor be required to supply an abstract of title to the property.

p. Clauses 28 and 29 - delete the entire clause.

q. Delete Clause 30.1 and replace with: "This Conveyancing Transaction is to be conducted as an electronic transaction."

r. Clauses 31.4— replace the figure "7" with the figure "2".

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.

14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

15. In respect of the property and the common property:
    (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?
        (iii) please state the builder's name and licence number;
        (iv) please provide details of insurance under the *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?

18.
    (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
    (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
    (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?

(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?

(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any resumption or acquisition or proposed resumption or acquisition?
  (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
  (v) any realignment or proposed realignment of any road adjoining them?
  (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 36/SP97728

SEARCH DATE	TIME	EDITION NO	DATE
3/5/2022	4:44 PM	4	5/10/2021

LAND

LOT 36 IN STRATA PLAN 97728
AT KOGARAH
LOCAL GOVERNMENT AREA GEORGES RIVER

FIRST SCHEDULE

SARAH MARIE GAUDIOSI (T AP326504)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97728
2 AR490719 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. triSearch an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 03/05/2022 16:44:31

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97728

SEARCH DATE	TIME	EDITION NO	DATE
3/5/2022	4:44 PM	2	19/7/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97728 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KOGARAH
LOCAL GOVERNMENT AREA GEORGES RIVER
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP97728

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97728
ADDRESS FOR SERVICE OF DOCUMENTS:
BCS STRATA MANAGEMENT
27/66-68 GOULBURN STREET
SYDNEY
NSW 2000

SECOND SCHEDULE (21 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 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1251807
4 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP97728
5 H510947 EASEMENT FOR SEWERAGE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1108591 EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
7 AF408216 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 AF408217 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1251807 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1251807 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (21 NOTIFICATIONS) (CONTINUED)

		DIAGRAM
11	DP1251807	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	DP1251807	EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
13	DP1251807	EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
14	DP1251807	EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
15	DP1251807	EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
16	DP1251807	EASEMENT FOR EMERGENCY ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
17	DP1251807	EASEMENT FOR EMERGENCY ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
18	DP1251807	RESTRICTION(S) ON THE USE OF LAND
19	DP1251807	POSITIVE COVENANT
20	EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015	
21	SP97728	PURSUANT TO S.63 STRATA SCHEMES DEVELOPMENT ACT 2015 THIS STRATA SCHEME CONTAINS UTILITY LOT(S) 221-223

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97728

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

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP97728 PAGE 3

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

STRATA PLAN 97728

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
73	48	74	55	75	56	76	50
77	48	78	47	79	47	80	61
81	51	82	49	83	49	84	55
85	57	86	50	87	48	88	48
89	48	90	59	91	54	92	49
93	49	94	56	95	57	96	50
97	49	98	48	99	48	100	59
101	54	102	49	103	49	104	56
105	58	106	50	107	49	108	48
109	49	110	62	111	52	112	50
113	50	114	57	115	58	116	51
117	50	118	49	119	50	120	66
121	56	122	51	123	51	124	58
125	38	126	38	127	38	128	38
129	47	130	41	131	39	132	38
133	41	134	38	135	53	136	41
137	71	138	59	139	54	140	39
141	38	142	38	143	38	144	53
145	41	146	66	147	38	148	47
149	39	150	39	151	38	152	38
153	54	154	41	155	67	156	38
157	48	158	40	159	40	160	40
161	39	162	55	163	40	164	58
165	41	166	47	167	40	168	39
169	39	170	39	171	49	172	38
173	52	174	39	175	47	176	40
177	40	178	39	179	39	180	49
181	38	182	51	183	39	184	48
185	41	186	40	187	40	188	40
189	50	190	39	191	54	192	39
193	49	194	41	195	40	196	40
197	40	198	50	199	40	200	52
201	42	202	48	203	41	204	41
205	40	206	41	207	50	208	40
209	54	210	40	211	49	212	43
213	42	214	41	215	41	216	52
217	43	218	56	219	42	220	49
221	4	222	4	223	4		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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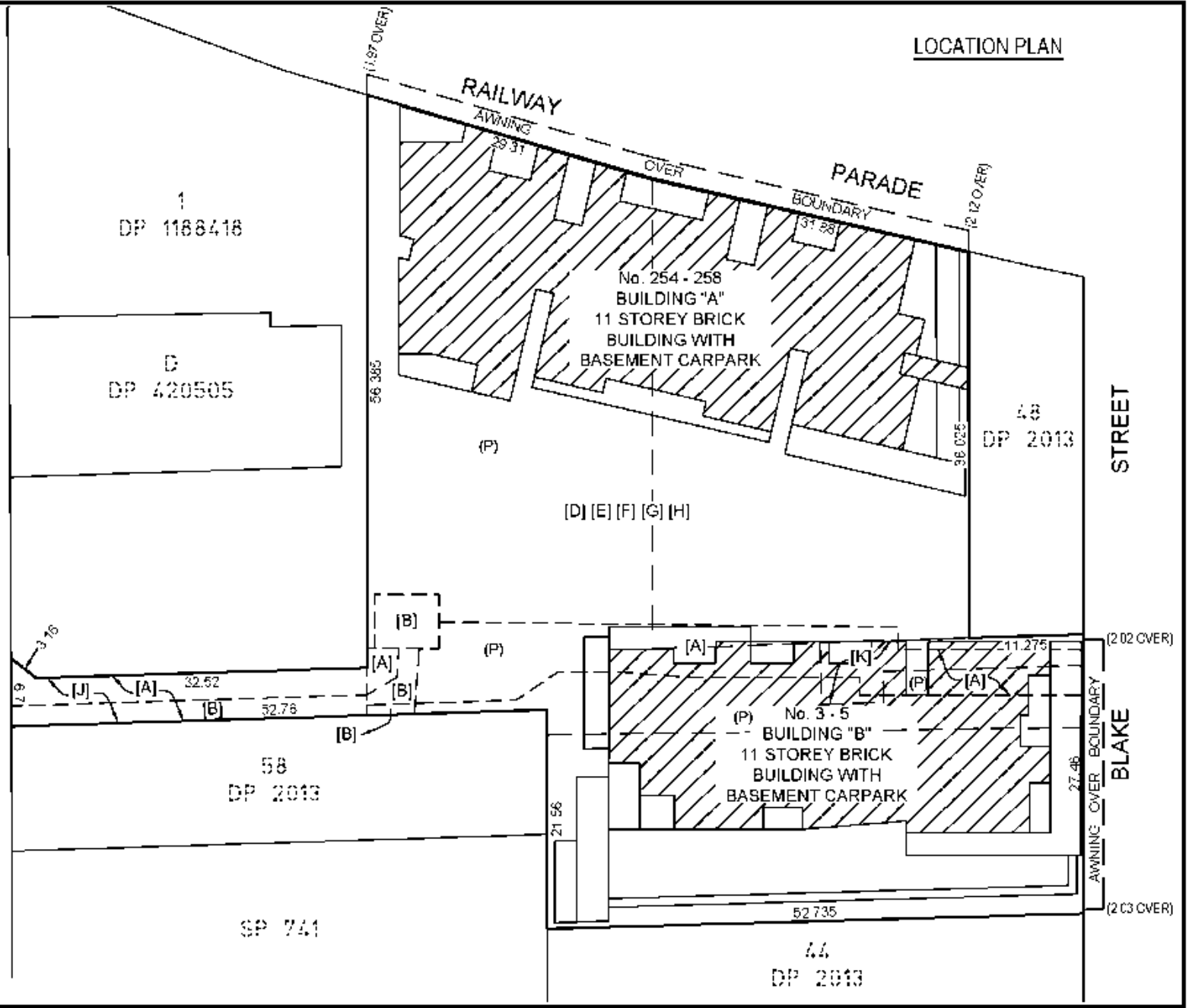
LOCATION PLAN



[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM) (DP 1251807)
[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
[E] EASEMENT FOR SERVICES (WHOLE OF LOT) (DP 1251807)
[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (DP 1251807)
[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (DP 1251807)
[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT) (DP 1251807)
[J] POSITIVE COVENANT (AF408216) RESTRICTION(S) ON USE (AF408217)
[K] EASEMENT FOR SEWERAGE (I510947)
(P) BENEFITED BY EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (DP1108591)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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LOCATION PLAN
(BASEMENT LEVEL 3 AND BELOW)



[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM) (DP 1251807)
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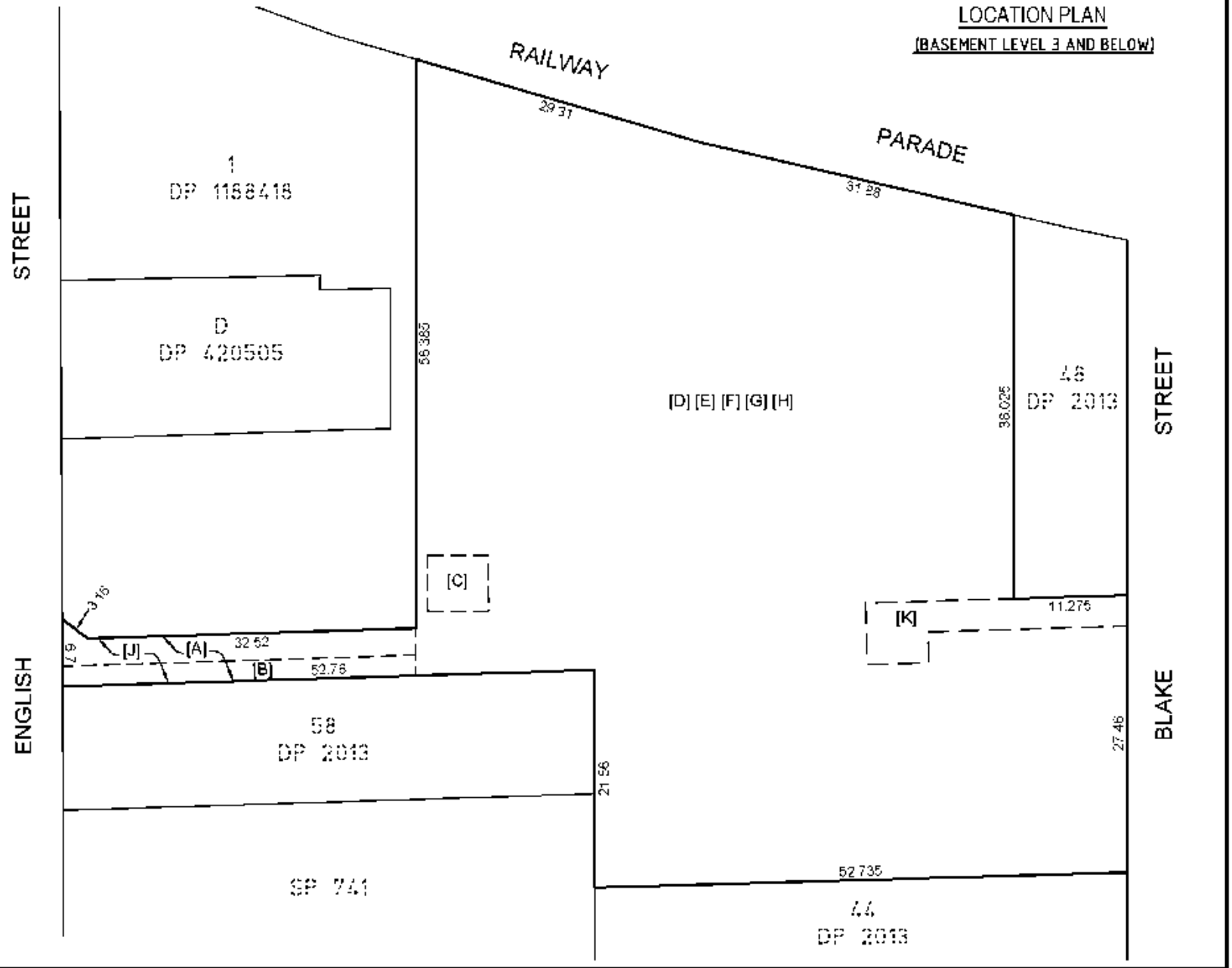
[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (DP 1251807)
[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT) (DP 1251807)
[J] POSITIVE COVENANT (AF408216) RESTRICTION(S) ON USE (AF408217)
[K] EASEMENT FOR SEWERAGE (I1510947)



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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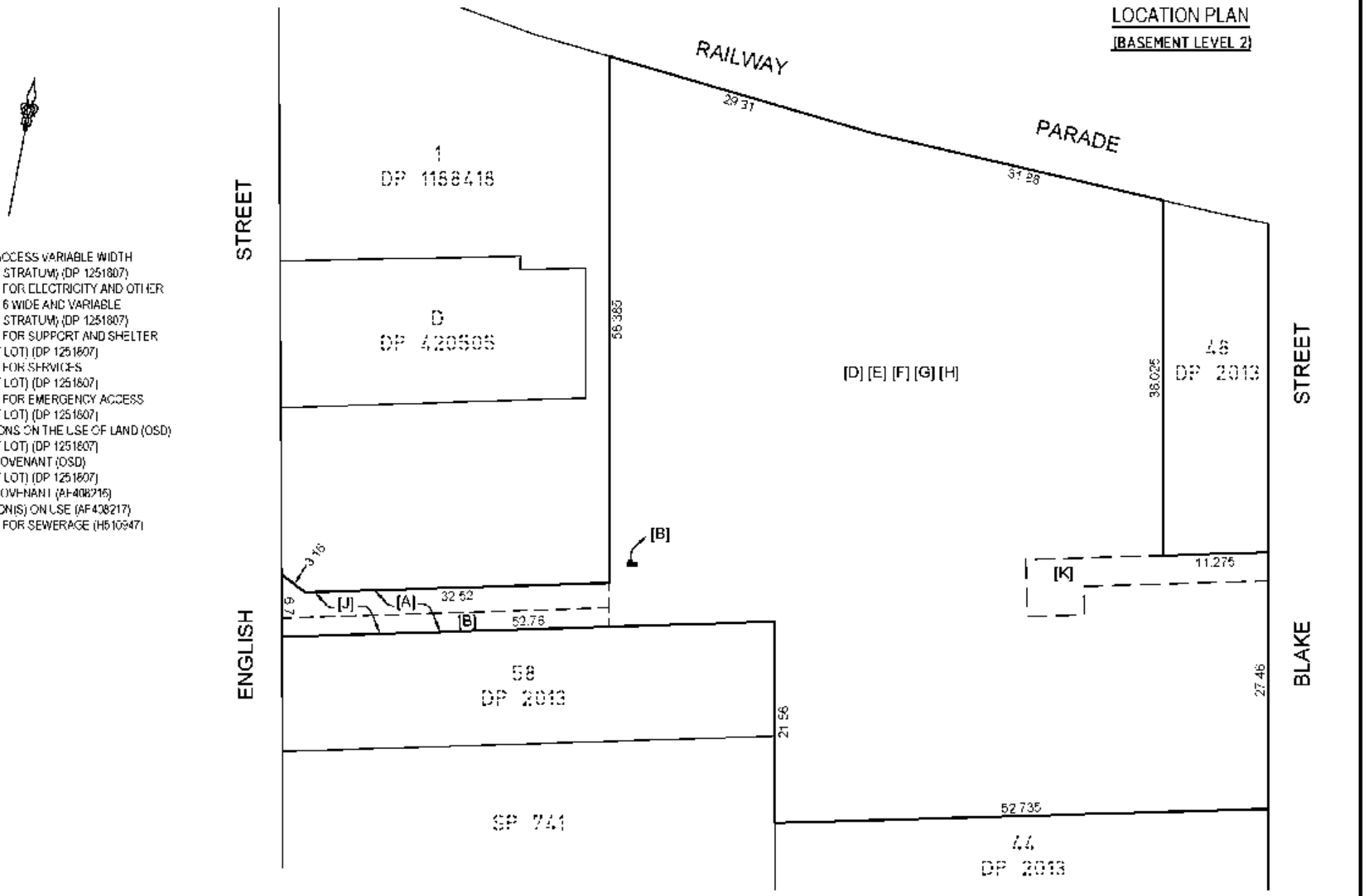
LOCATION PLAN
(BASEMENT LEVEL 2)



[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
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[E] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (DP 1251807)
[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (DP 1251807)
[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT) (DP 1251807)
[J] POSITIVE COVENANT (AF408216) RESTRICTION(S) ON USE (AF408217)
[K] EASEMENT FOR SEWERAGE (H510947)

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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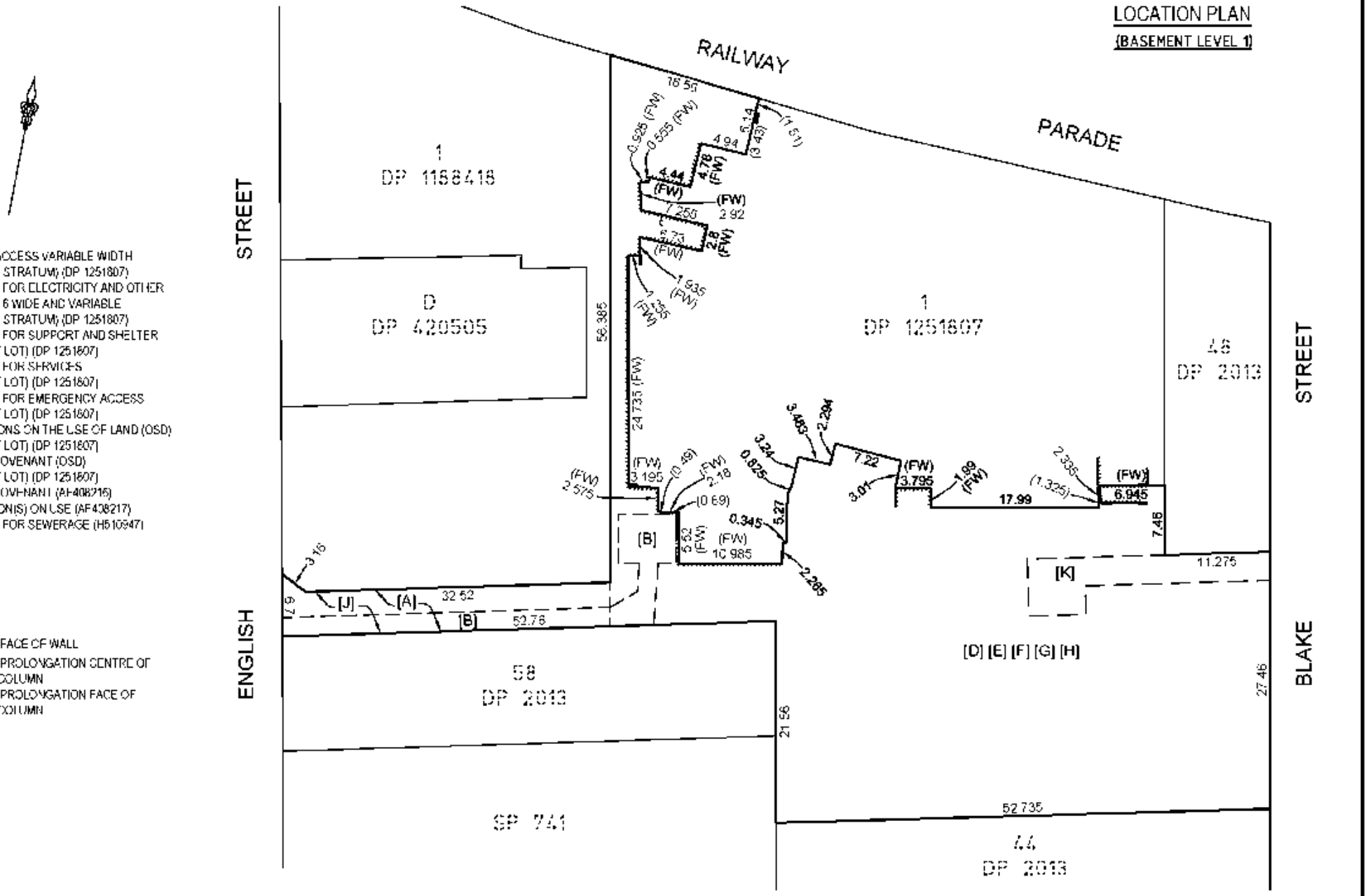
LOCATION PLAN
(BASEMENT LEVEL 1)



SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 25/03/2019 Reference: 180411-SP1	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER Locality: KOGARAH Reduction Ratio: 1:400 Lengths are in metres	REGISTERED 15.5.2019	SP97728

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|B| EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
|D| EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
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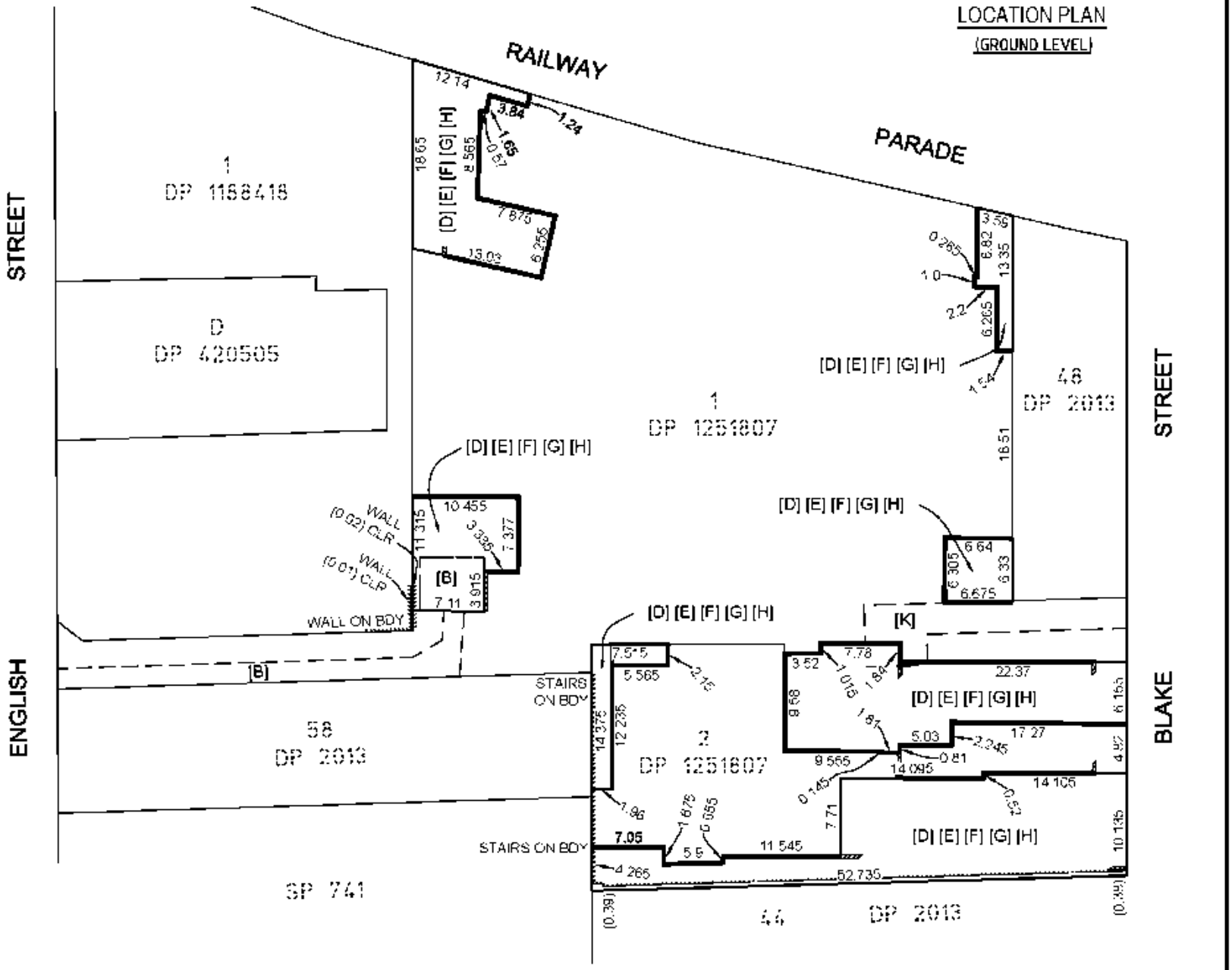
|F| EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (DP 1251807)
|G| RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (DP 1251807)
|H| POSITIVE COVENANT (OSD) (WHOLE OF LOT) (DP 1251807)
|K| EASEMENT FOR SEWERAGE (H510947)

DENOTES CENTRELINE OF 0.14 WIDE WALL UNLESS NOTED OTHERWISE
DENOTES INSIDE FACE OF WALL

LOCATION PLAN
(GROUND LEVEL)



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
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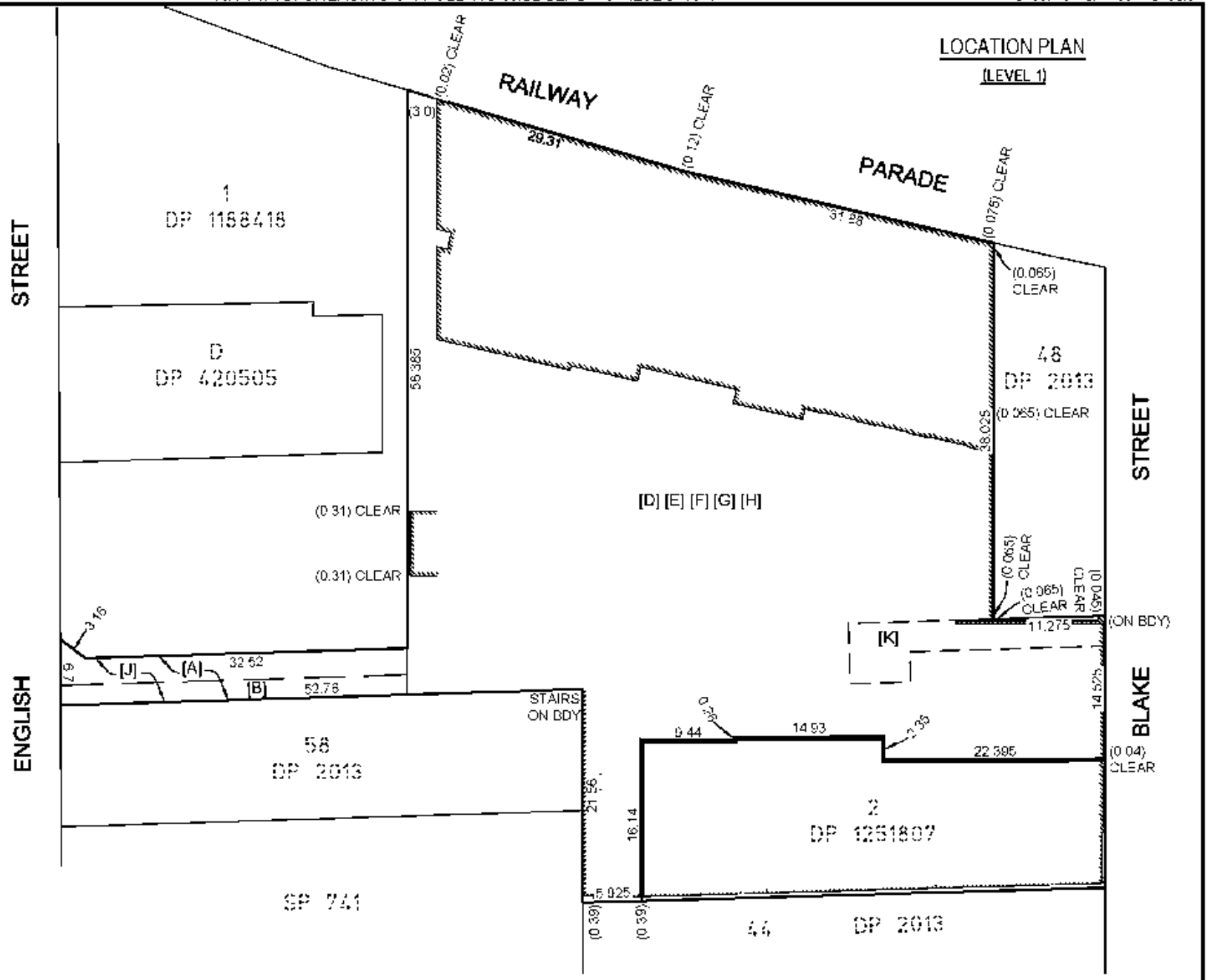
[J] POSITIVE COVENANT (AF408216) RESTRICTION(S) ON USE (AF408217)
[K] EASEMENT FOR SEWERAGE (H510947)

DENOTES CENTRELINE OF 0.14 WIDE WALL UNLESS NOTED OTHERWISE
DENOTES INSIDE FACE OF WALL

LOCATION PLAN
(LEVEL 1)



SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

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[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1251807)
[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (DP 1251807)
[C] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP 1251807)
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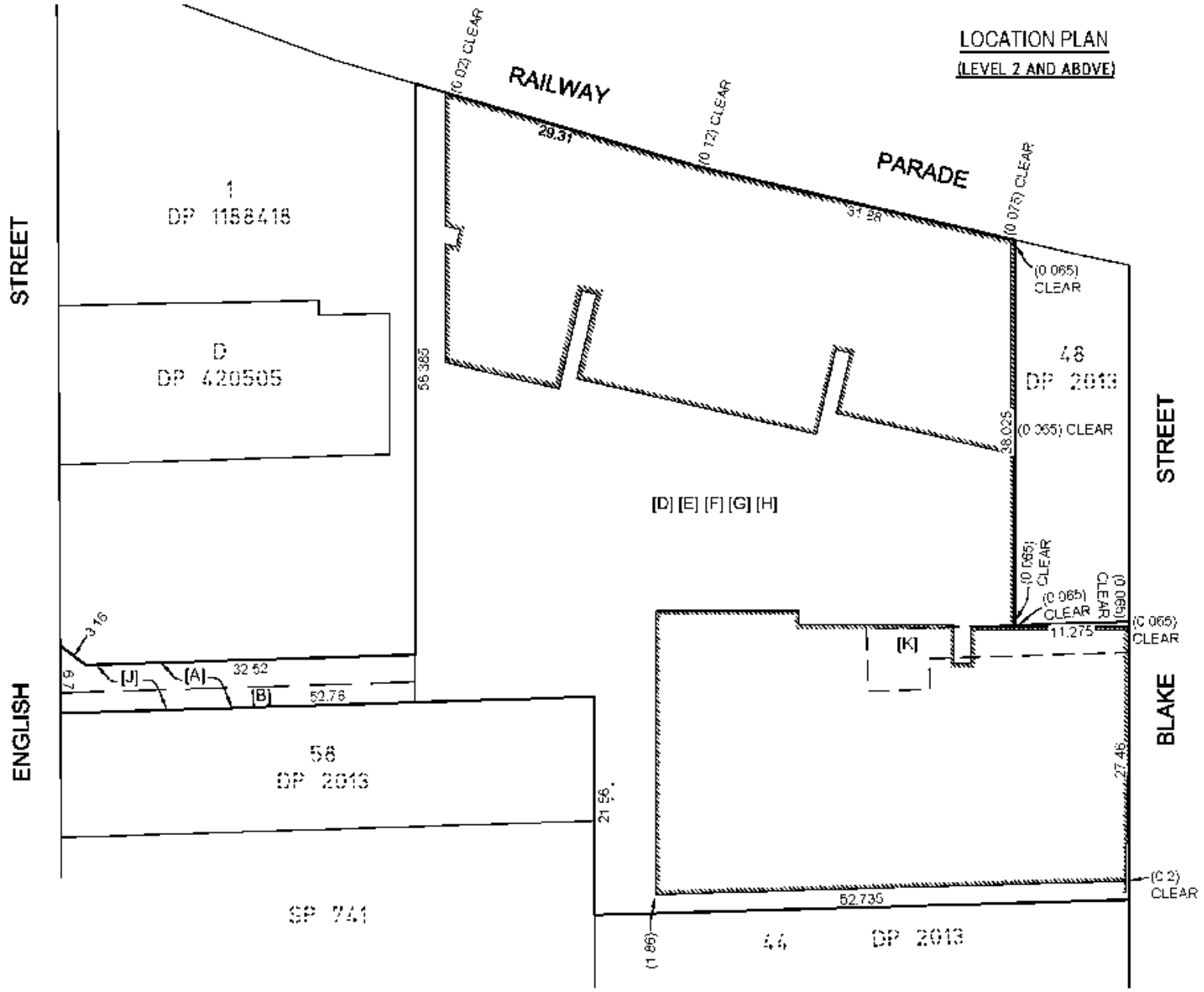


SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:400		
Reference: 180411-SP1		Lengths are in metres		

BASEMENT LEVEL 3 (NORTH)

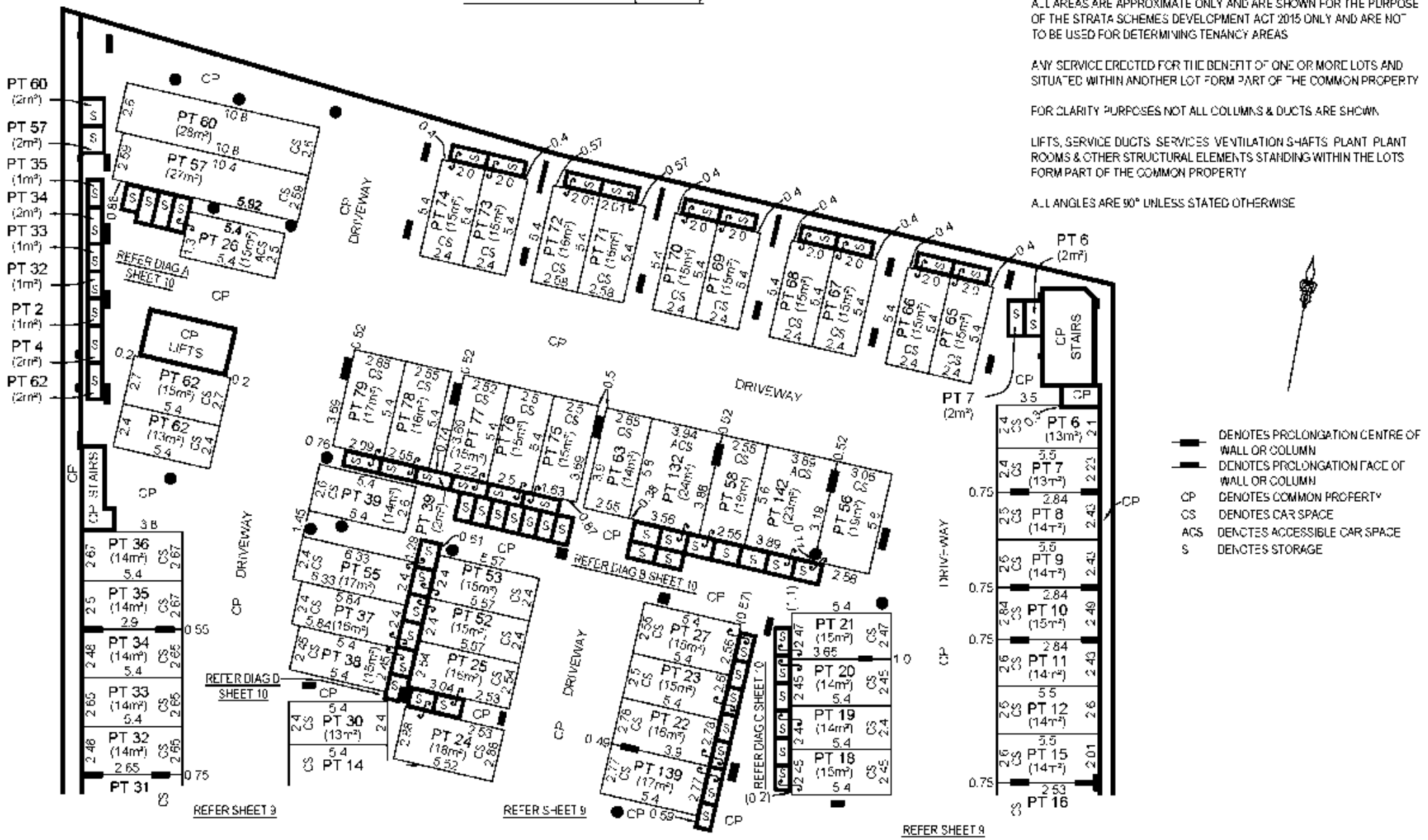
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE



CP DENOTES PROLONGATION CENTRE OF WALL OR COLUMN

DENOTES PROLONGATION FACE OF WALL OR COLUMN

CP DENOTES COMMON PROPERTY

CS DENOTES CAR SPACE

ACS DENOTES ACCESSIBLE CAR SPACE

S DENOTES STORAGE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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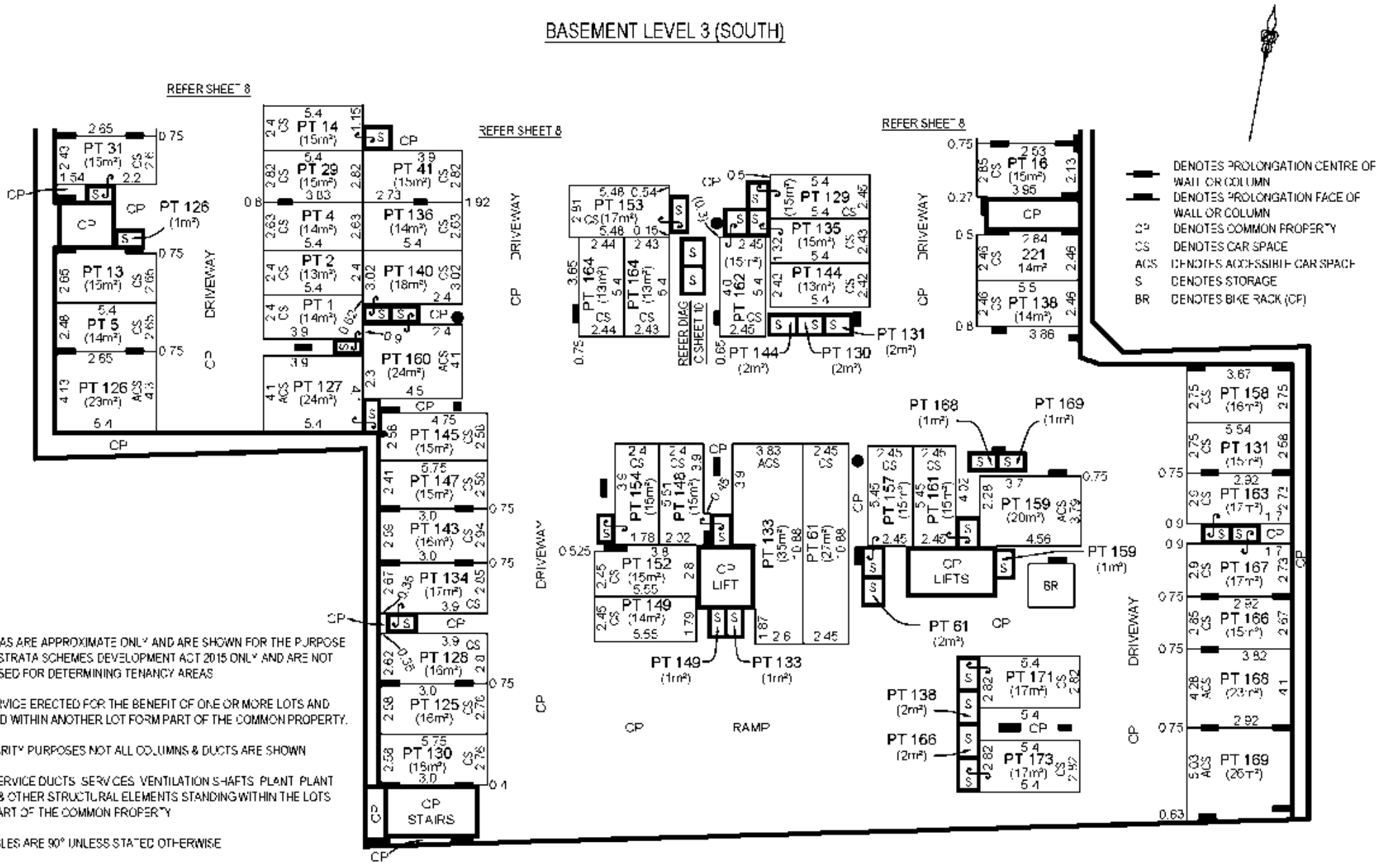
BASEMENT LEVEL 3 (SOUTH)



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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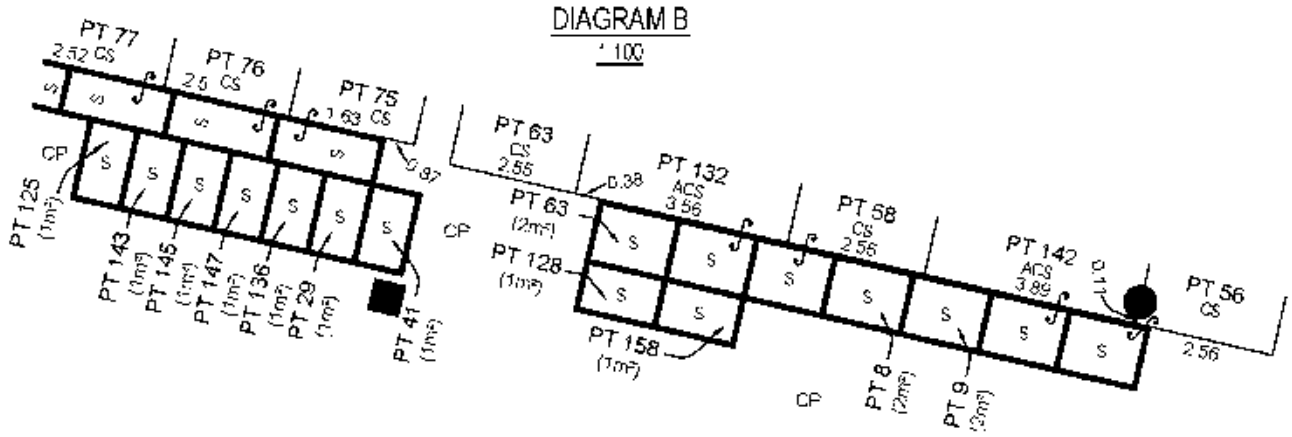
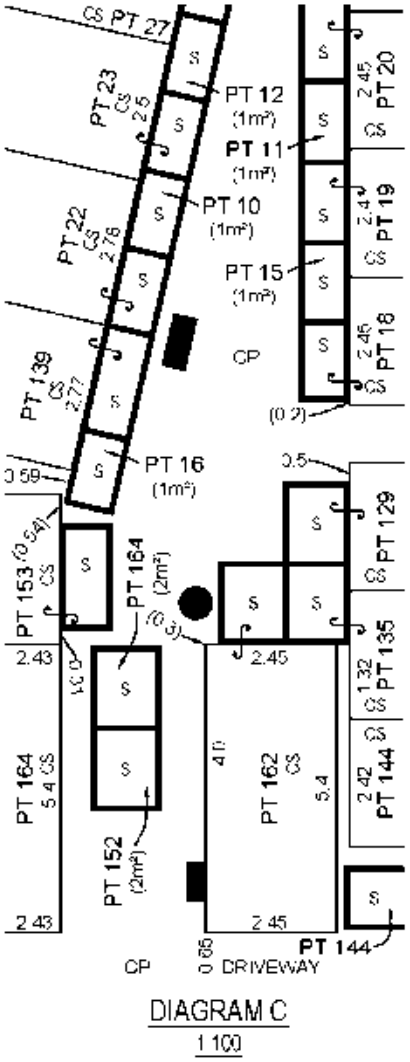
BASEMENT LEVEL 3 (DIAGRAMS)





DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

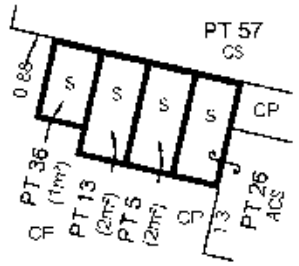


DIAGRAM A
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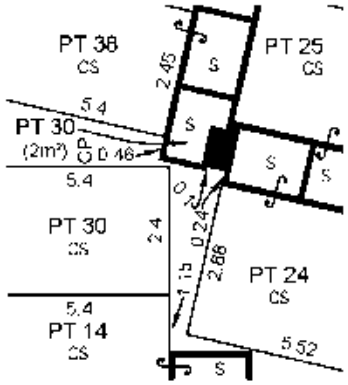

DIAGRAM D
1:100

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:100		
Reference: 180411-SP1		Lengths are in metres		

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BASEMENT LEVEL 2 (NORTH)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE



DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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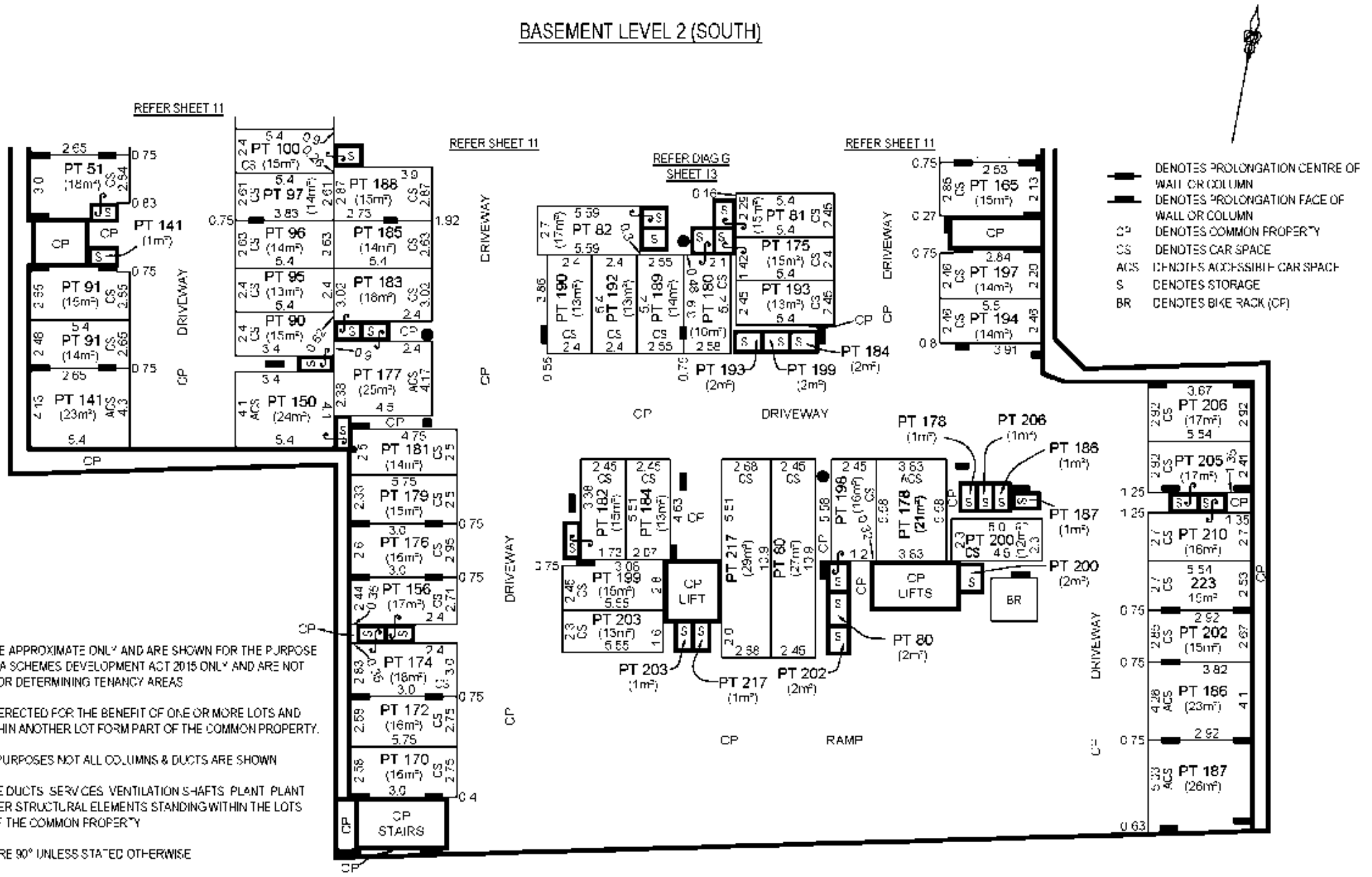
BASEMENT LEVEL 2 (SOUTH)



DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE
BR DENOTES BIKE RACK (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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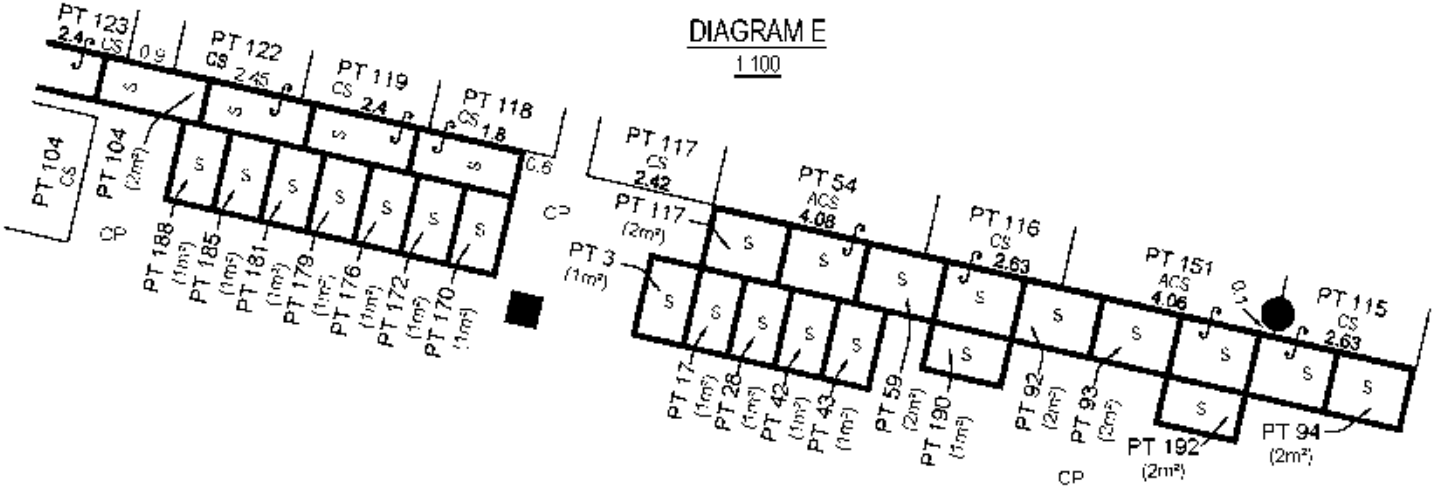
BASEMENT LEVEL 2 (DIAGRAMS)

DIAGRAM E
1:100



DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP DENOTES COMMON PROPERTY
CS DENOTES CAR SPACE
ACS DENOTES ACCESSIBLE CAR SPACE
S DENOTES STORAGE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

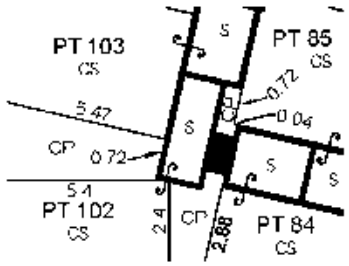

DIAGRAM F
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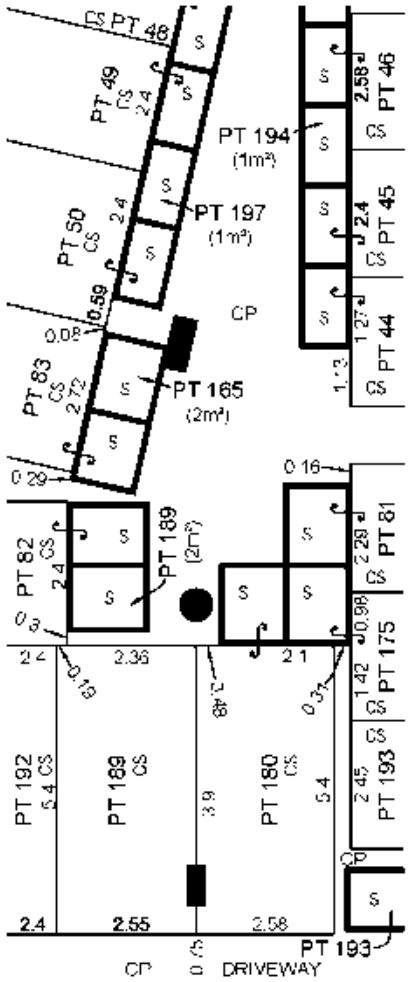

DIAGRAM G
1:100

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:100		
Reference: 180411-SP1		Lengths are in metres		

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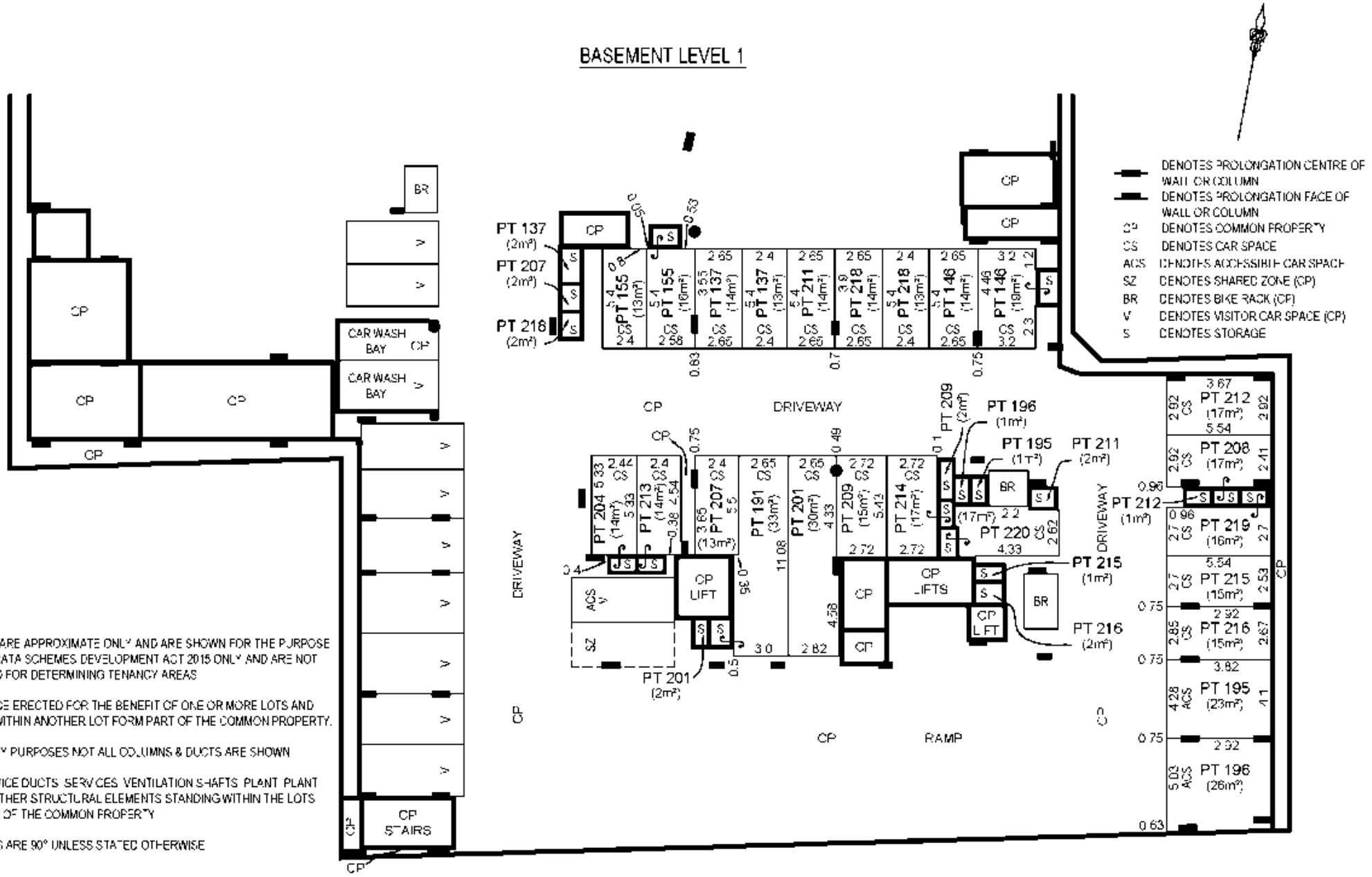
BASEMENT LEVEL 1



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS SERVICES VENTILATION SHAFTS PLANT PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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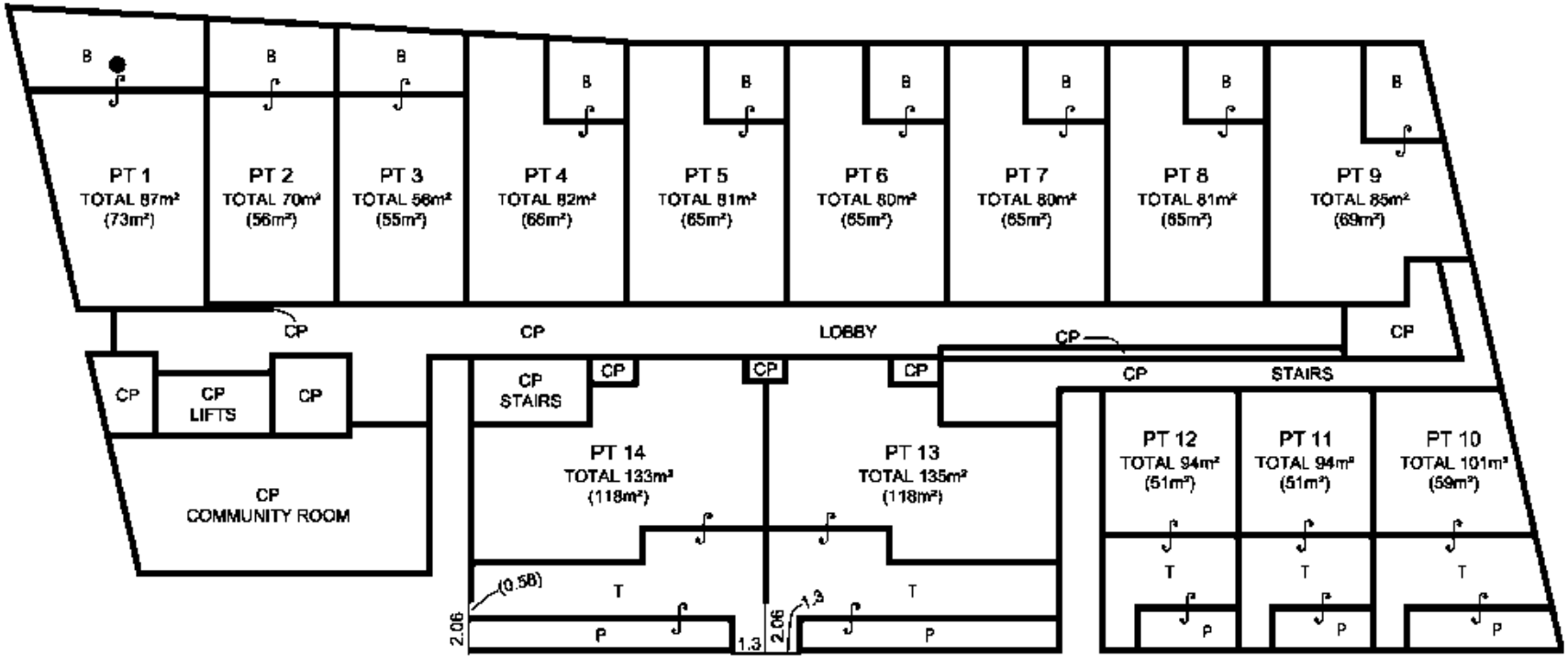
BUILDING 'A' - LEVEL 1



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES, TERRACES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE.

	DENOTES PROLONGATION CENTRE OF WALL OR COLUMN
	DENOTES PROLONGATION FACE OF WALL OR COLUMN
CP	DENOTES COMMON PROPERTY
B	DENOTES BALCONY
T	DENOTES TERRACE
P	DENOTES PLANTER

SURVEYOR Name: PETER WILLIAM VANDERGRAAF Date: 25/03/2019 Reference: 180411-SP1	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER Locality: KOGARAH Reduction Ratio: 1:200 Lengths are in metres	REGISTERED 15.5.2019	SP97728

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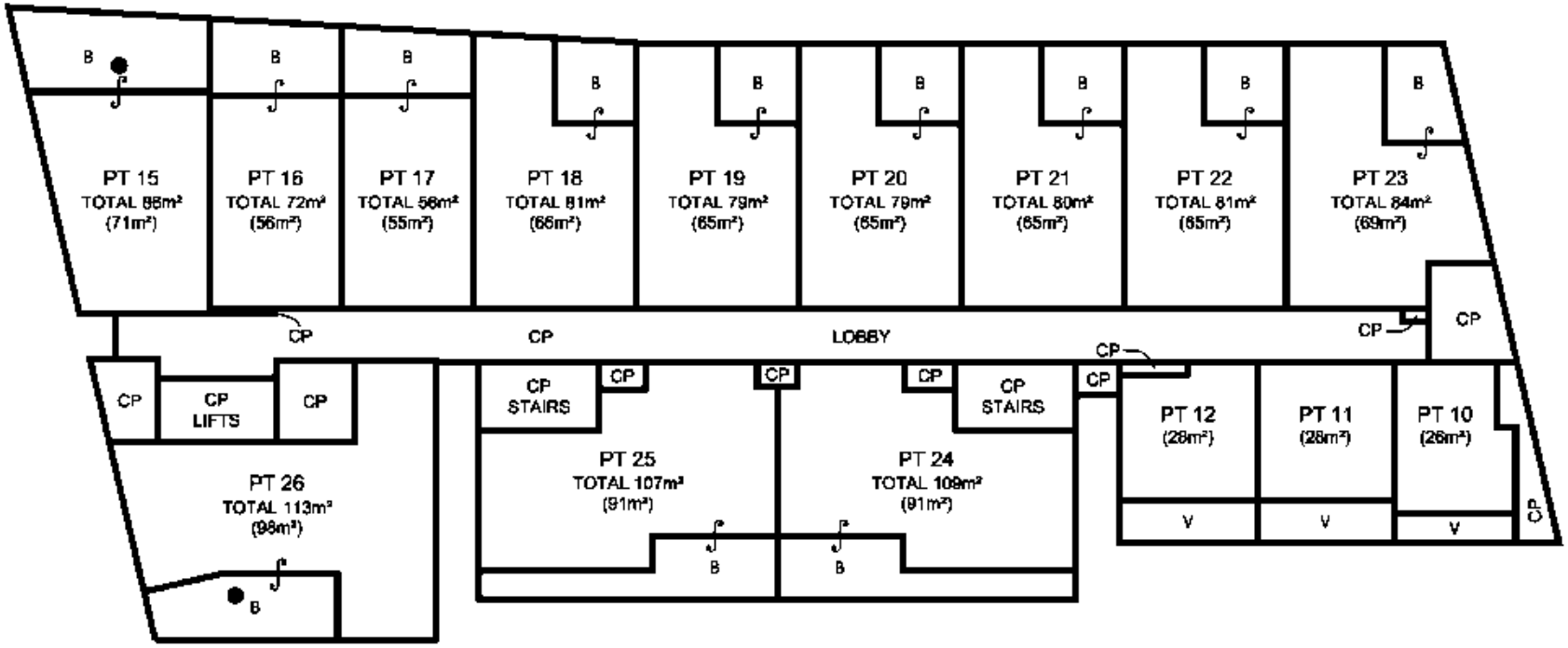
BUILDING 'A' - LEVEL 2



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
V DENOTES VOID

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R756950 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2022 16:47 /Seq:17 of 46
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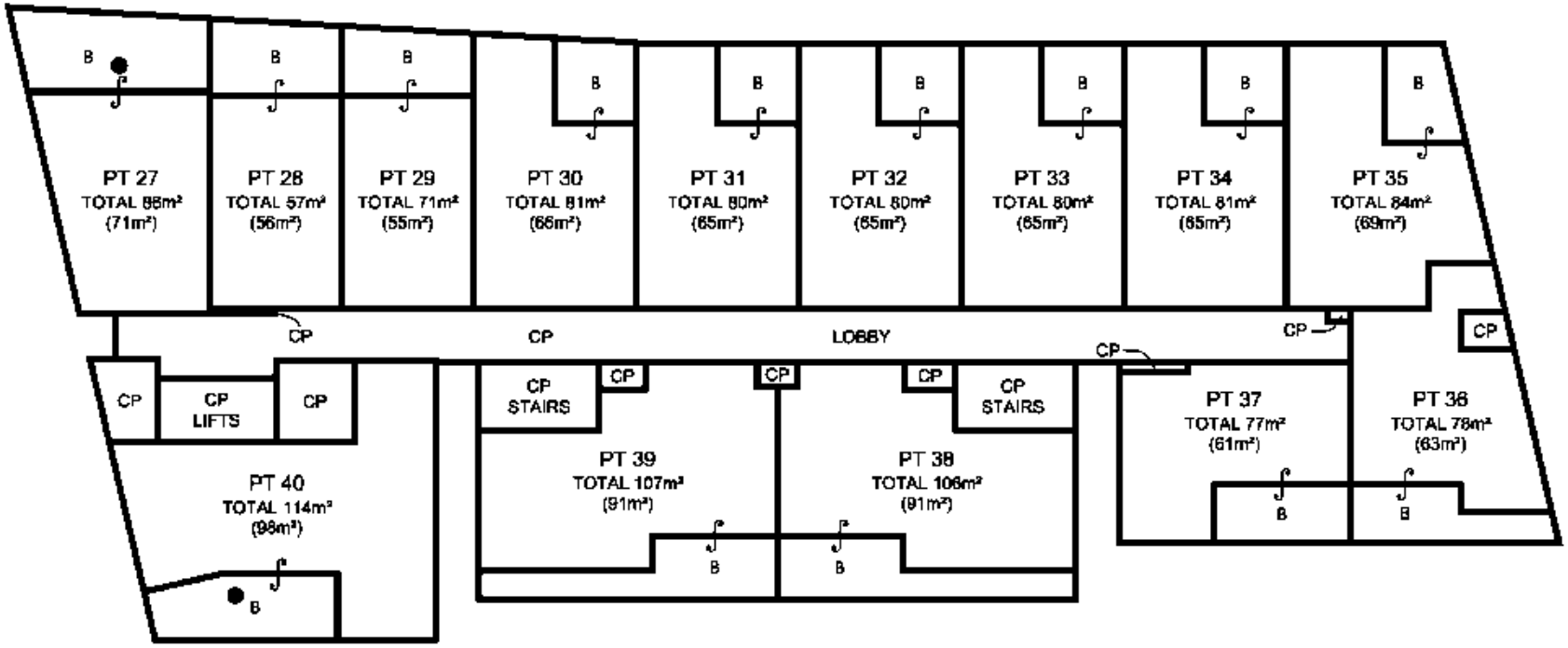
BUILDING 'A' - LEVEL 3



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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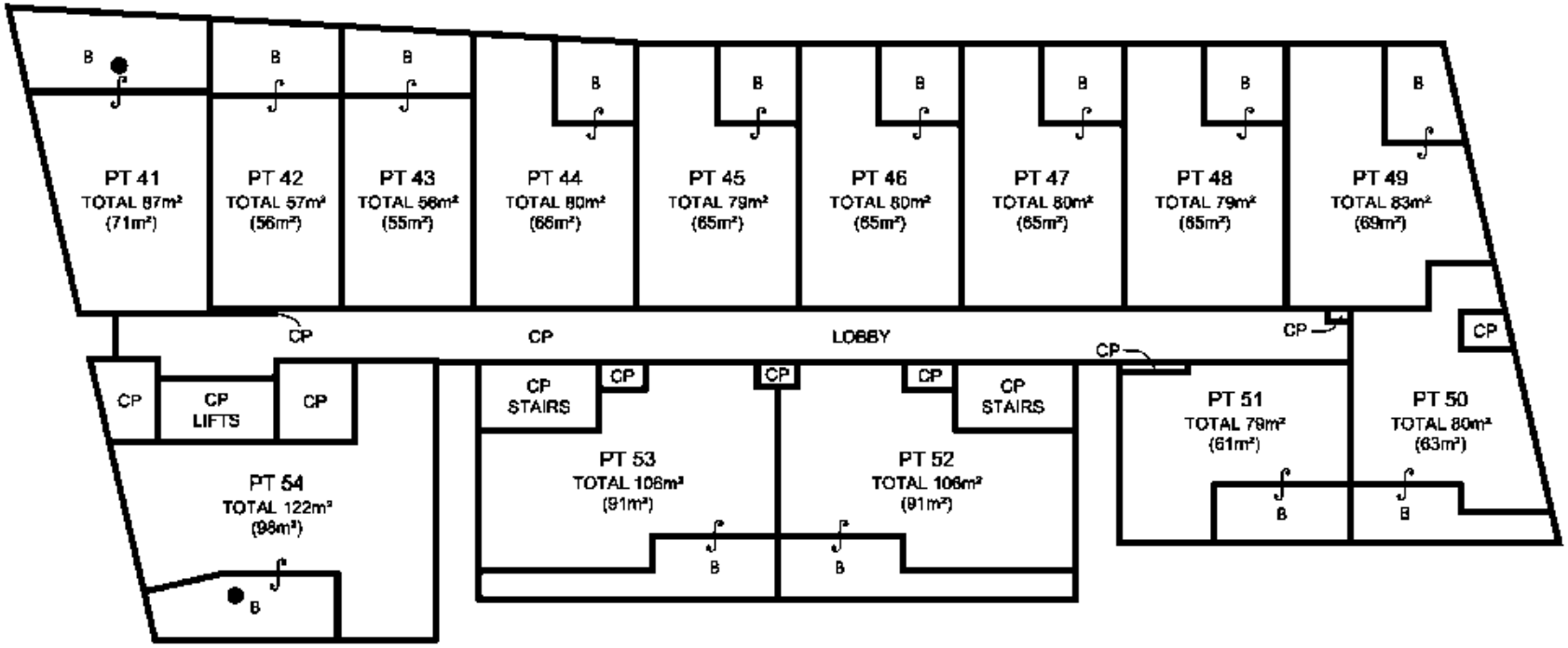
BUILDING 'A' - LEVEL 4



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ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R756950 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2022 16:47 /Seq:19 of 46
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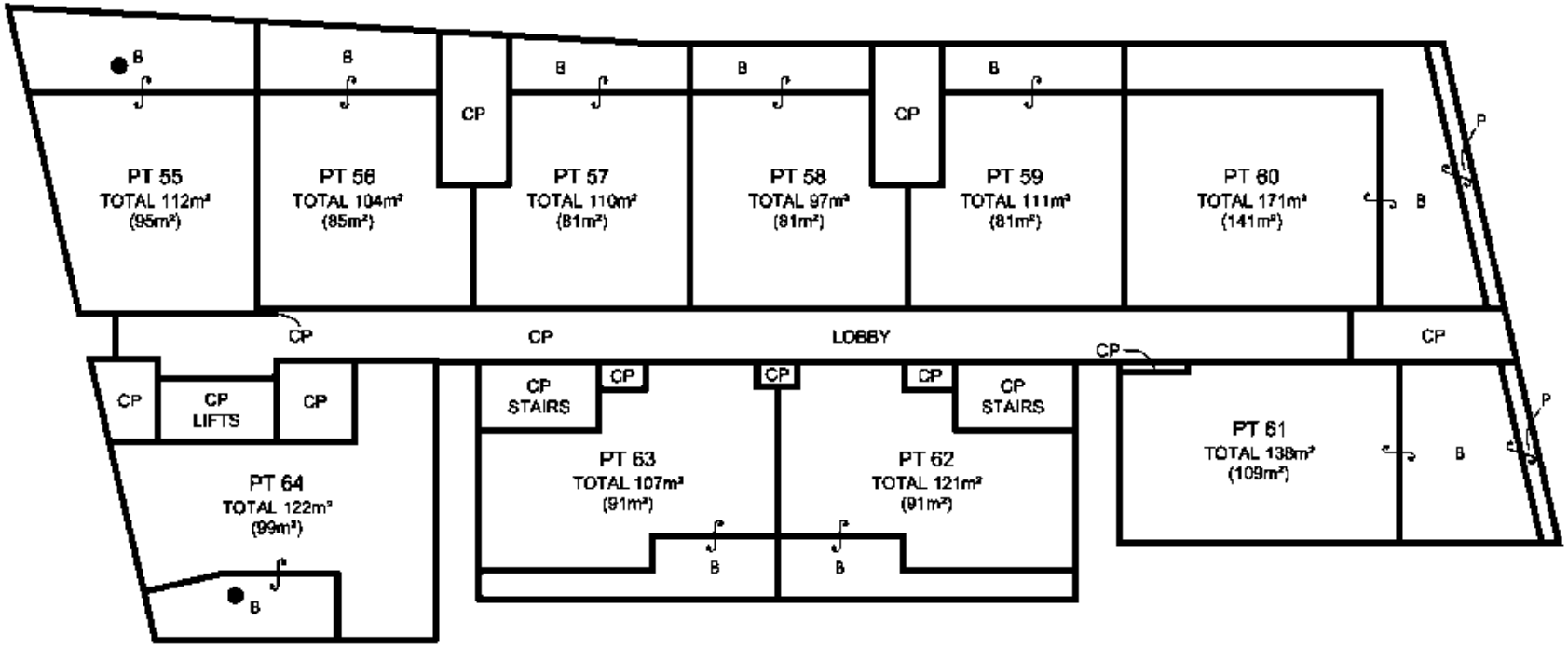
BUILDING 'A' - LEVEL 5



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
P DENOTES PLANTER

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R756950 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2022 16:47 /Seq:20 of 46
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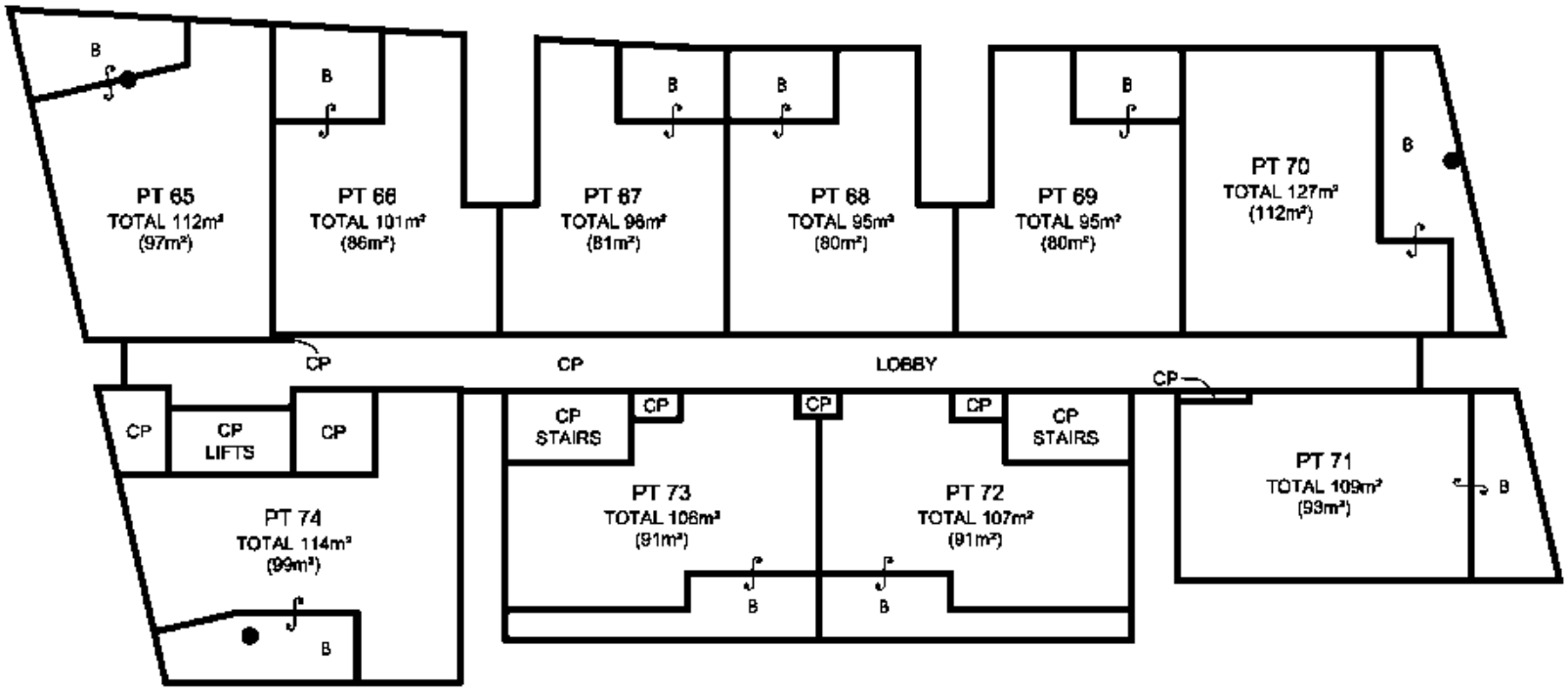
BUILDING 'A' - LEVEL 6



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FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

Reg:R756950 /Doc:SP 0097728 P /Rev:16-May-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2022 16:47 /Seq:21 of 46
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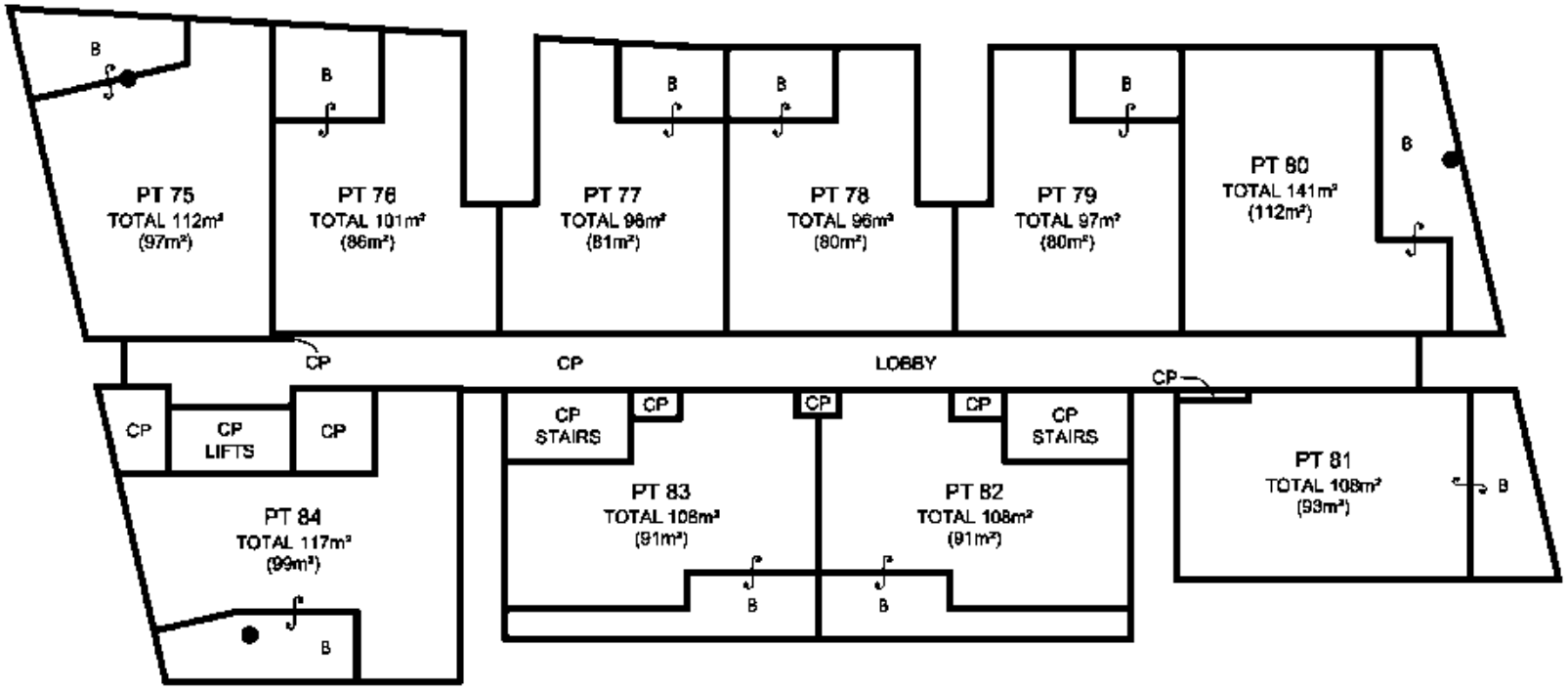
BUILDING 'A' - LEVEL 7



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METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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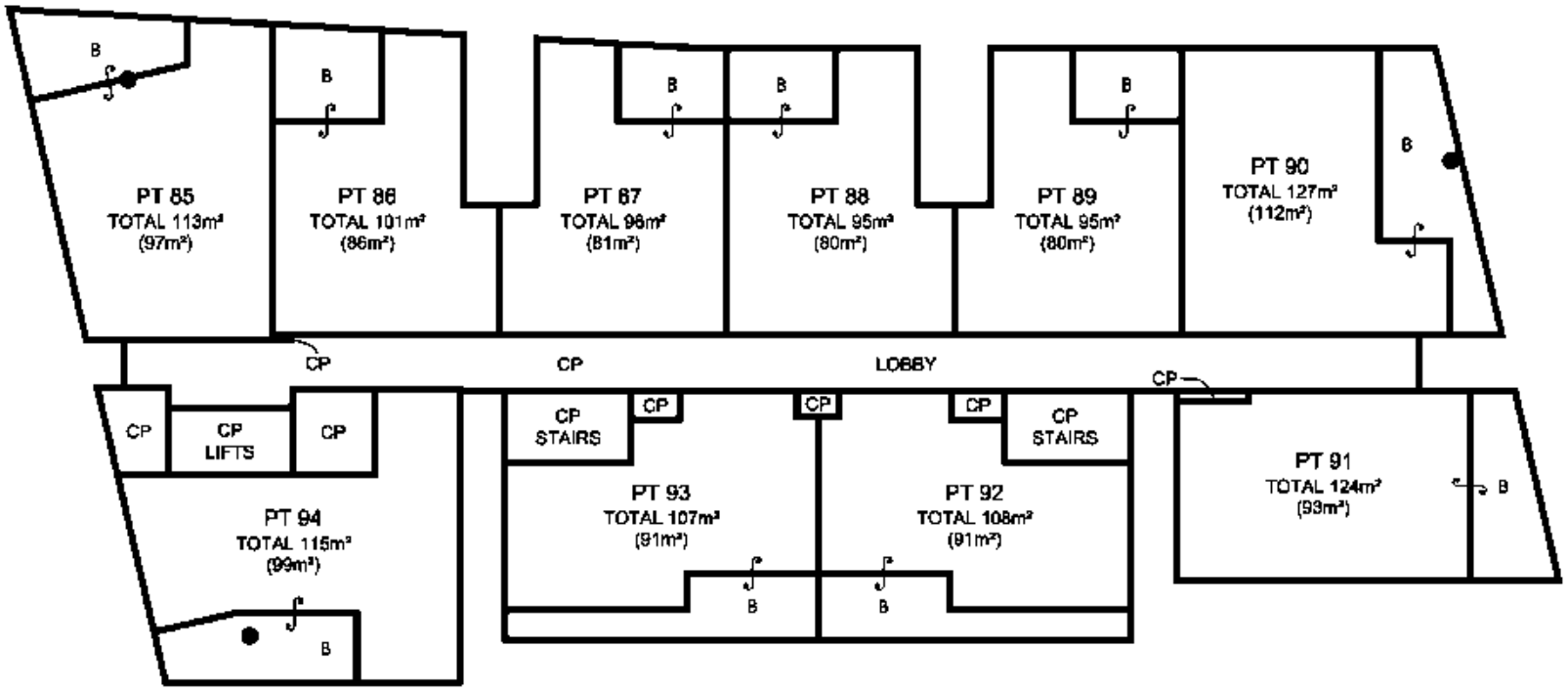
BUILDING 'A' - LEVEL 8



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METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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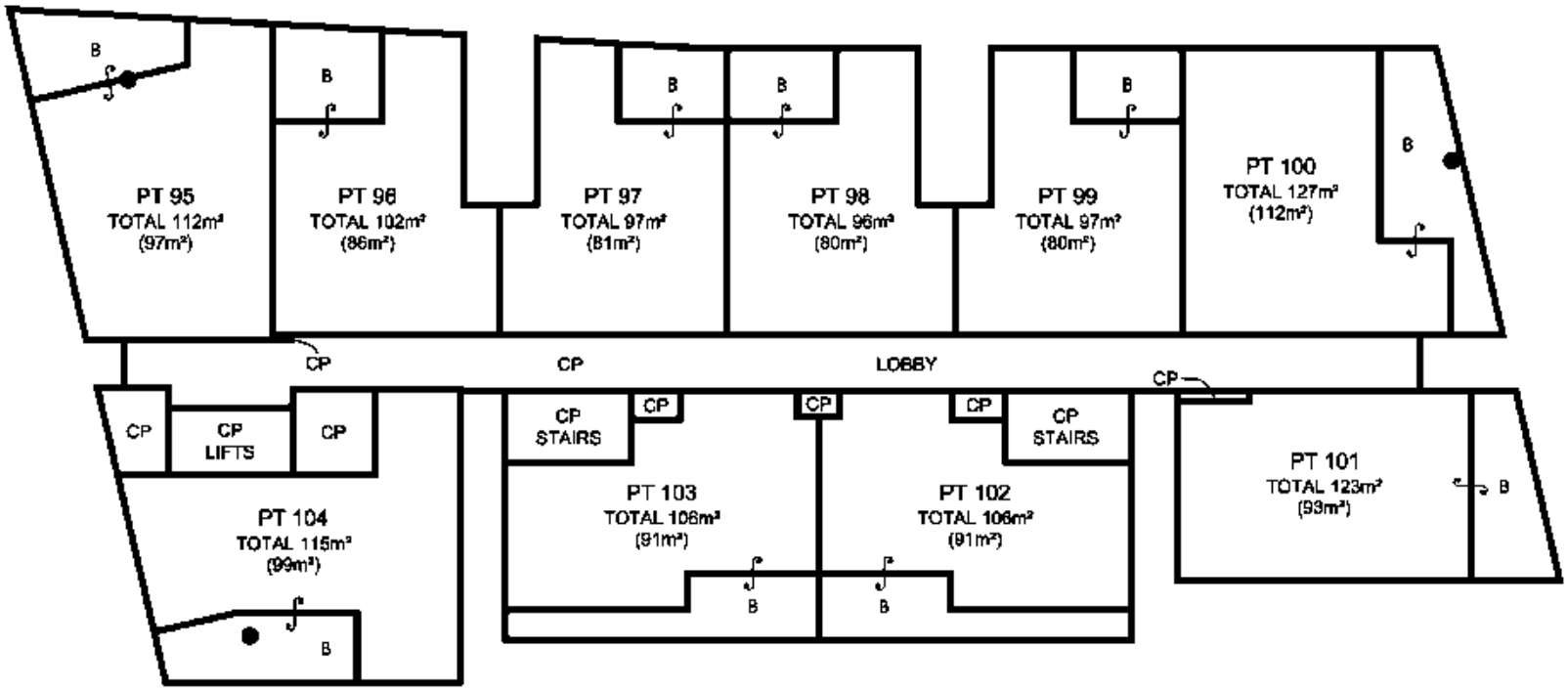
BUILDING 'A' - LEVEL 9



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN

LIFTS, SERVICE DUCTS, SERVICES VENTILATION SHAFTS PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT

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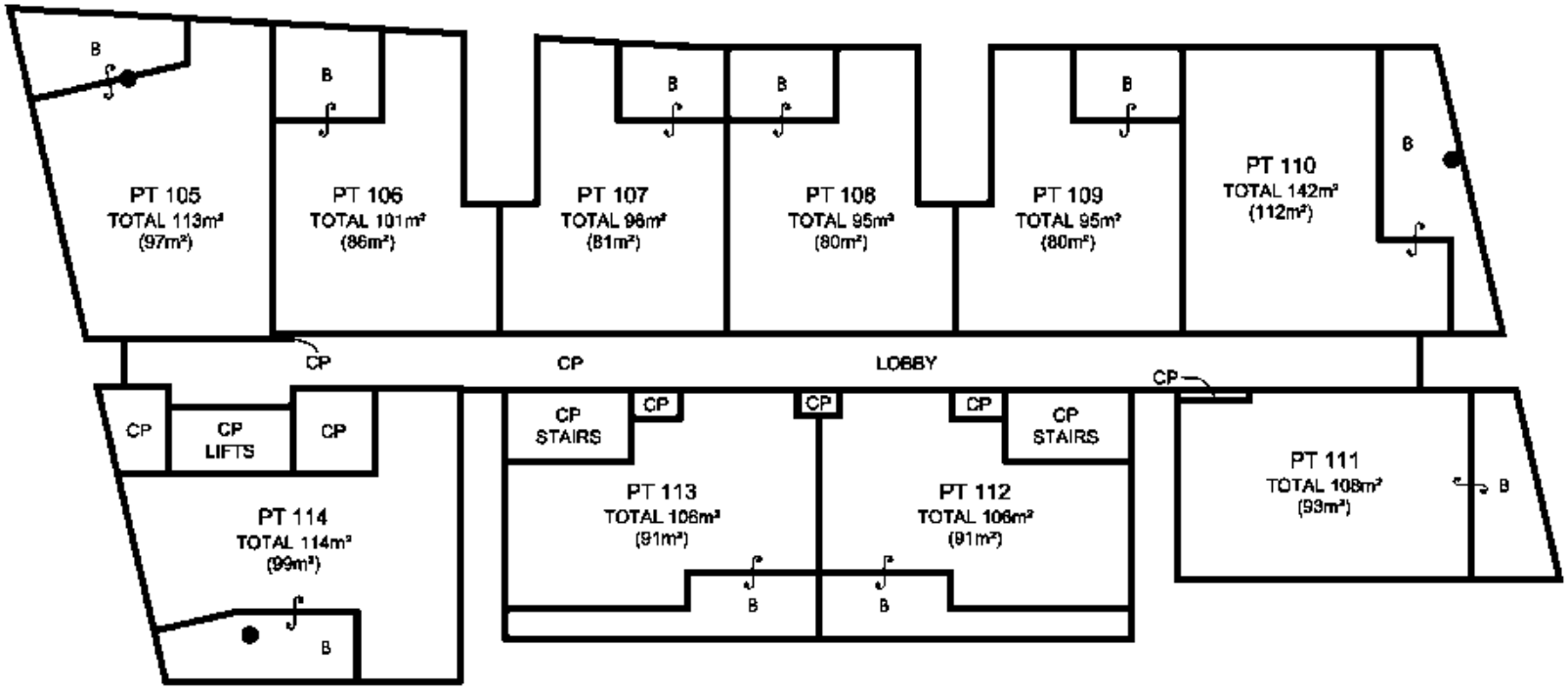
BUILDING 'A' - LEVEL 10



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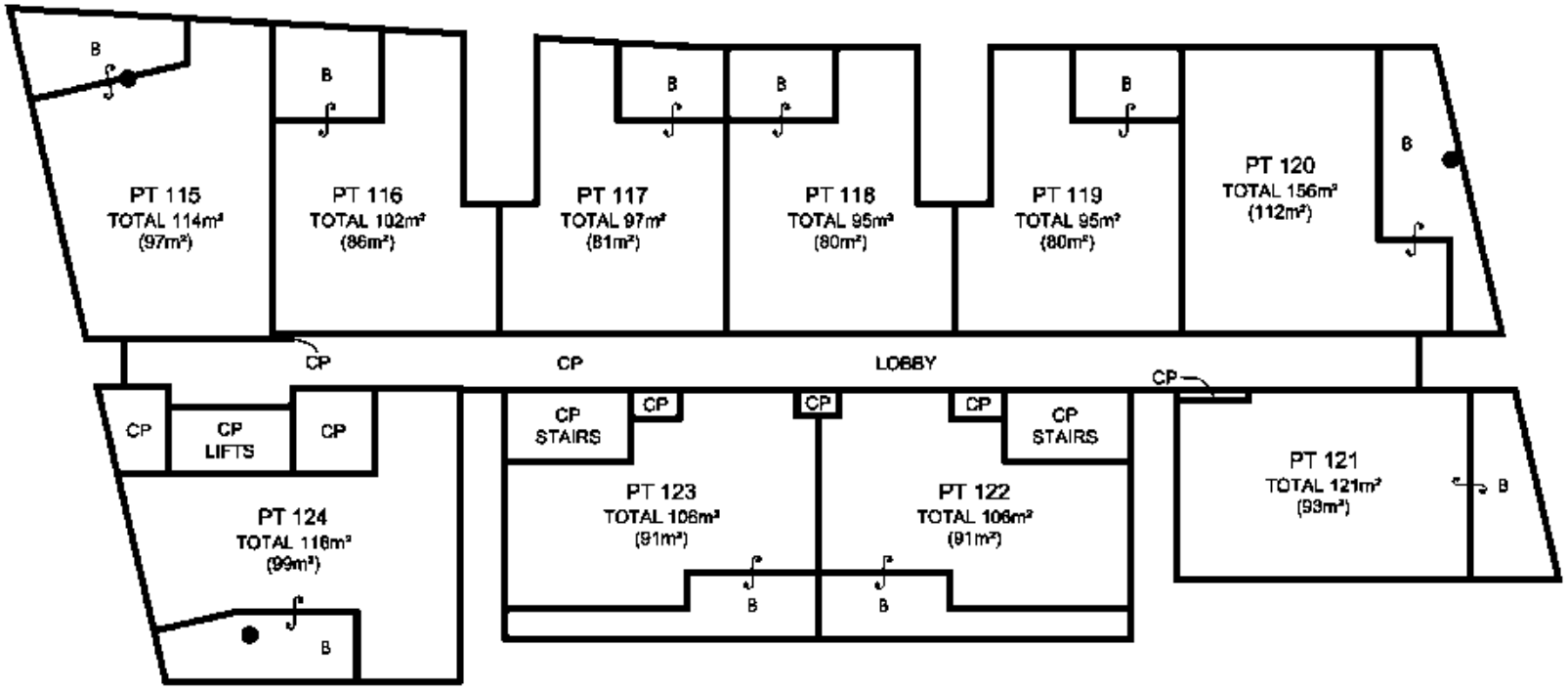
BUILDING 'A' - LEVEL 11



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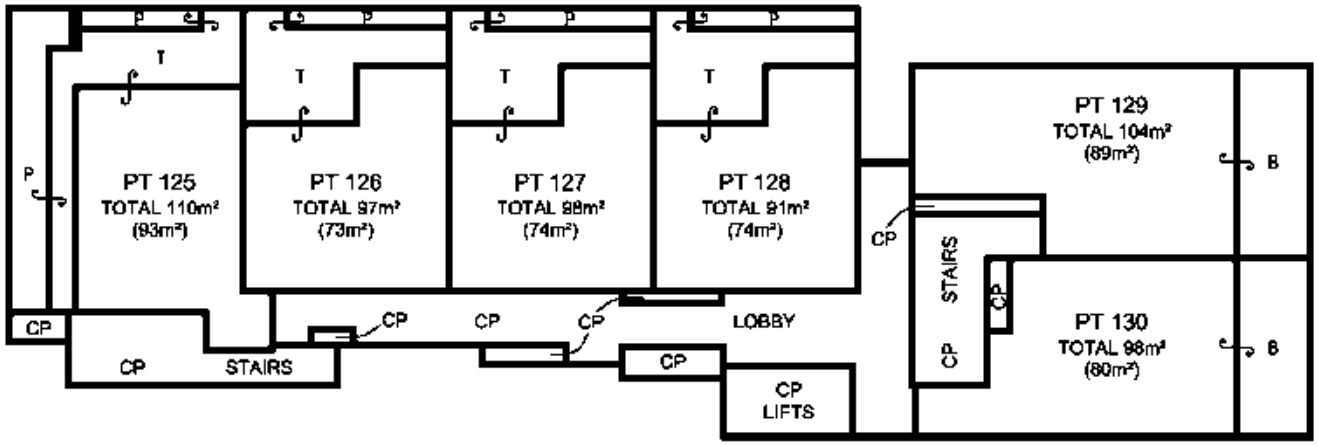
BUILDING 'B' - LEVEL 1



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CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
T DENOTES TERRACE
P DENOTES PLANTER

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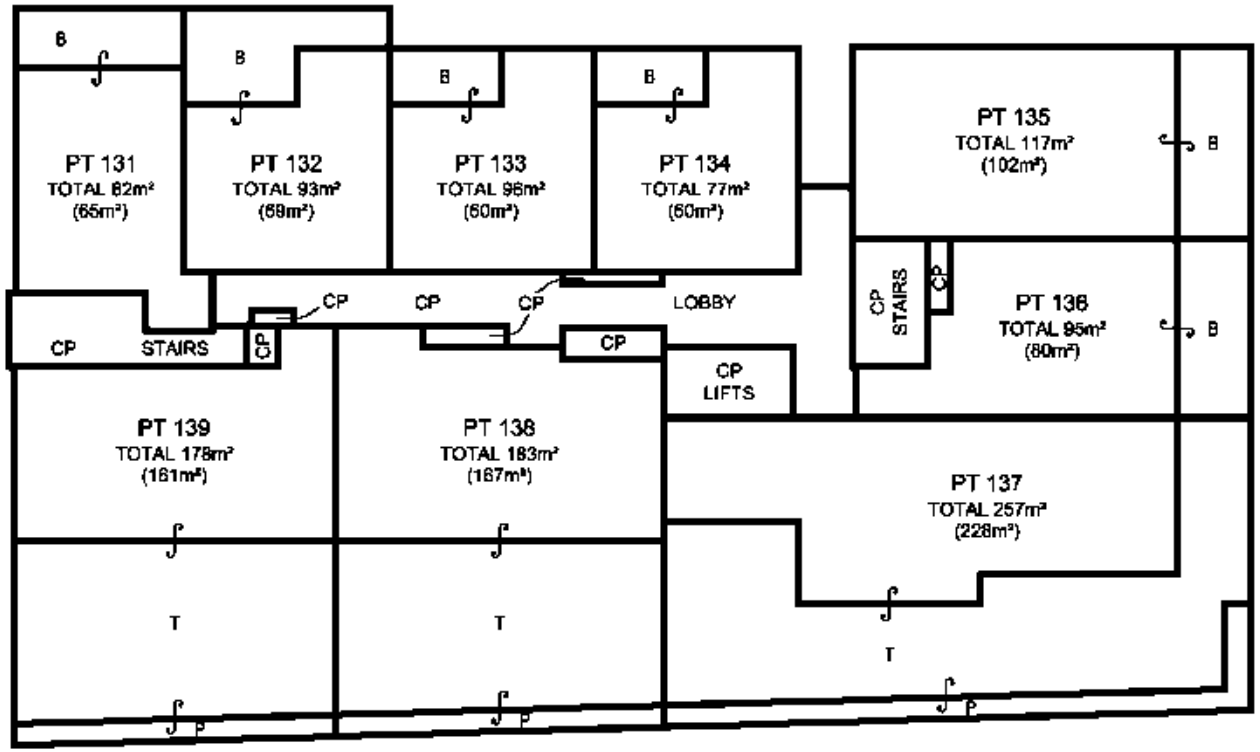
BUILDING 'B' - LEVEL 2



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CP DENOTES COMMON PROPERTY
B DENOTES BALCONY
T DENOTES TERRACE
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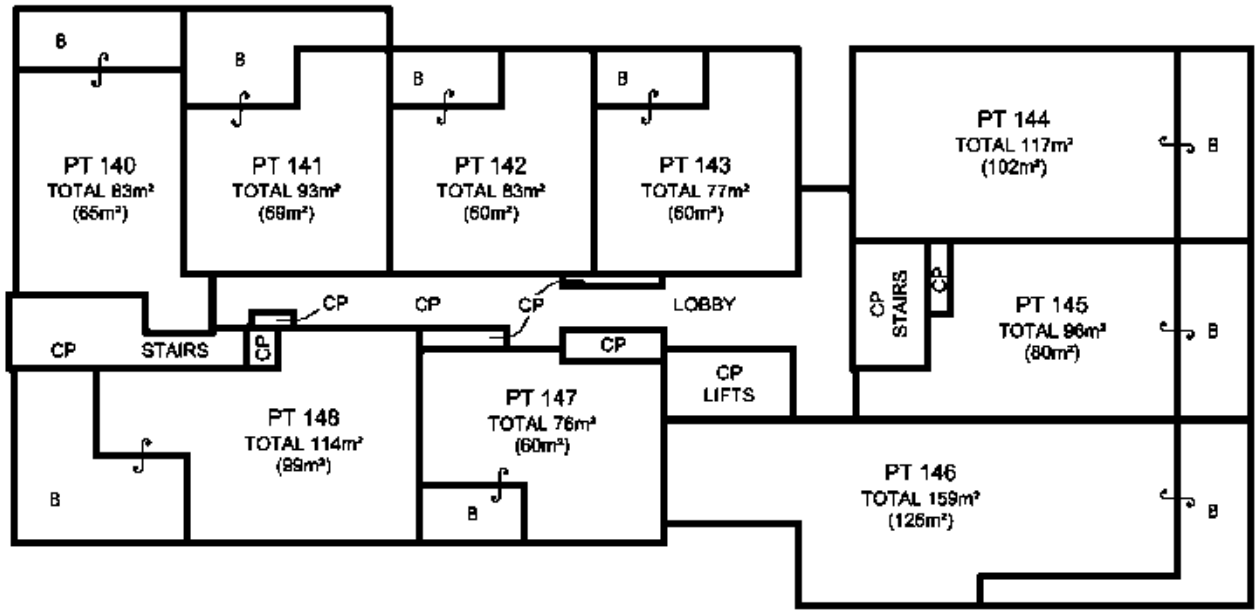
BUILDING 'B' - LEVEL 3



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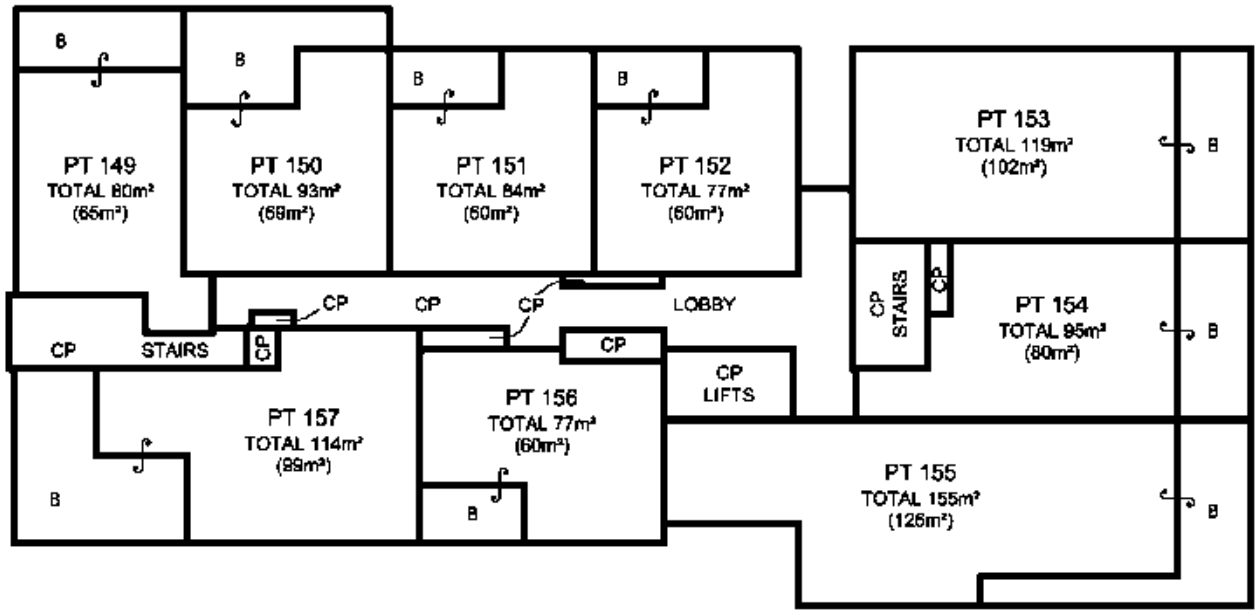
BUILDING 'B' - LEVEL 4



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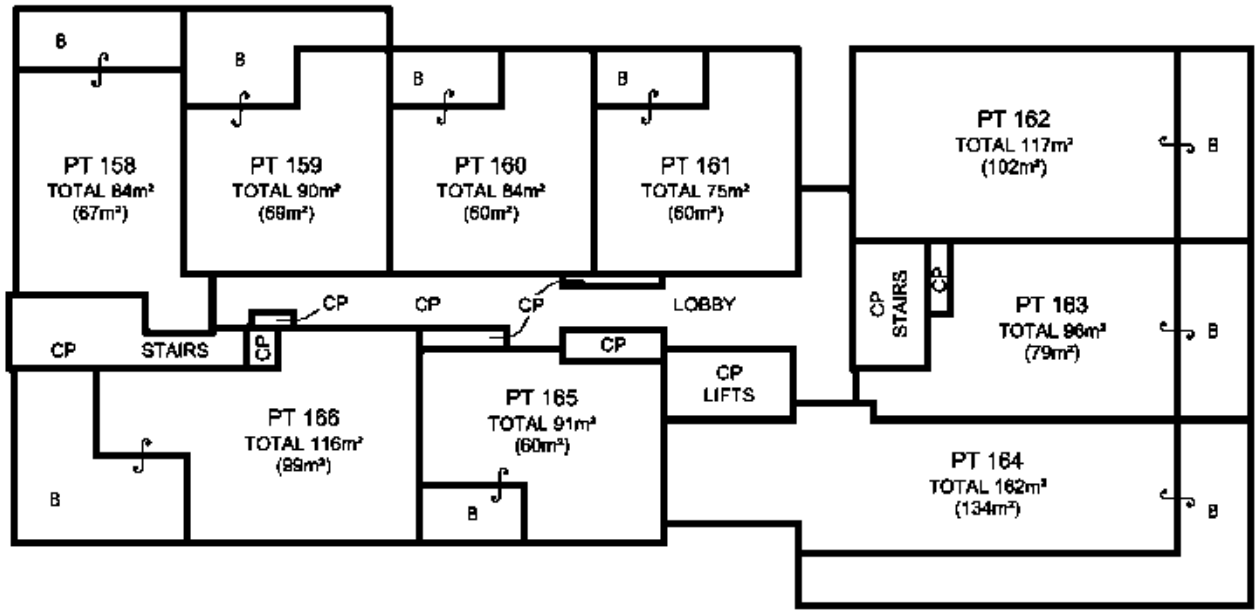
BUILDING 'B' - LEVEL 5



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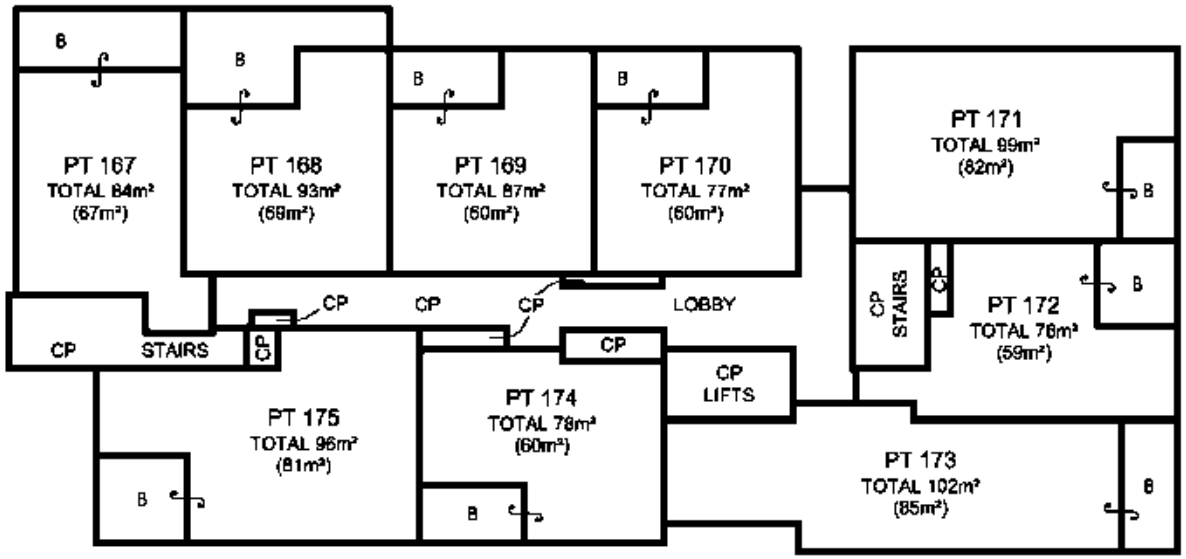
BUILDING 'B' - LEVEL 6



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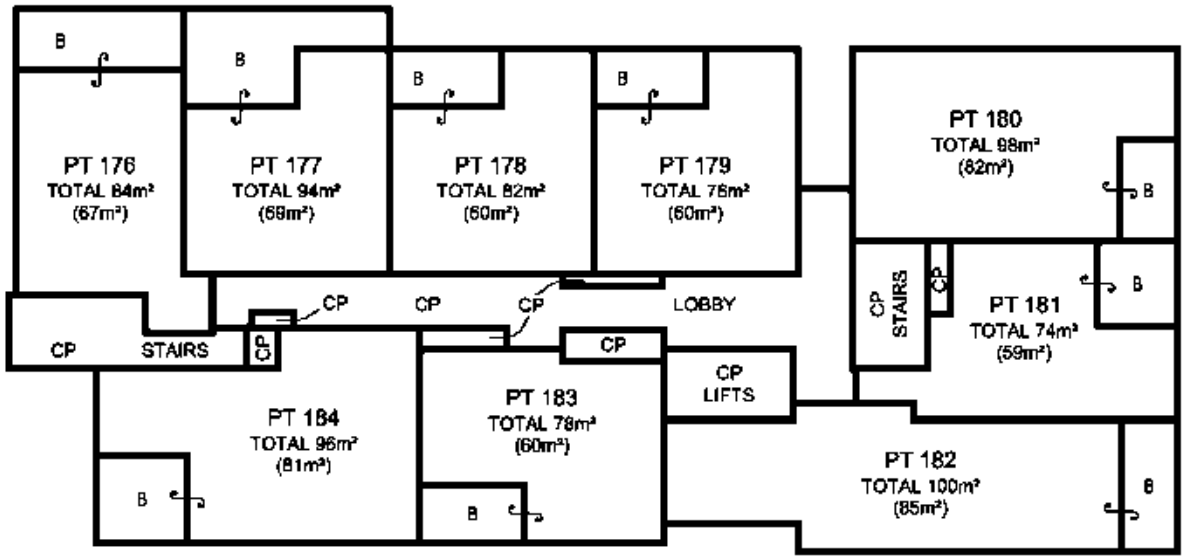
BUILDING 'B' - LEVEL 7



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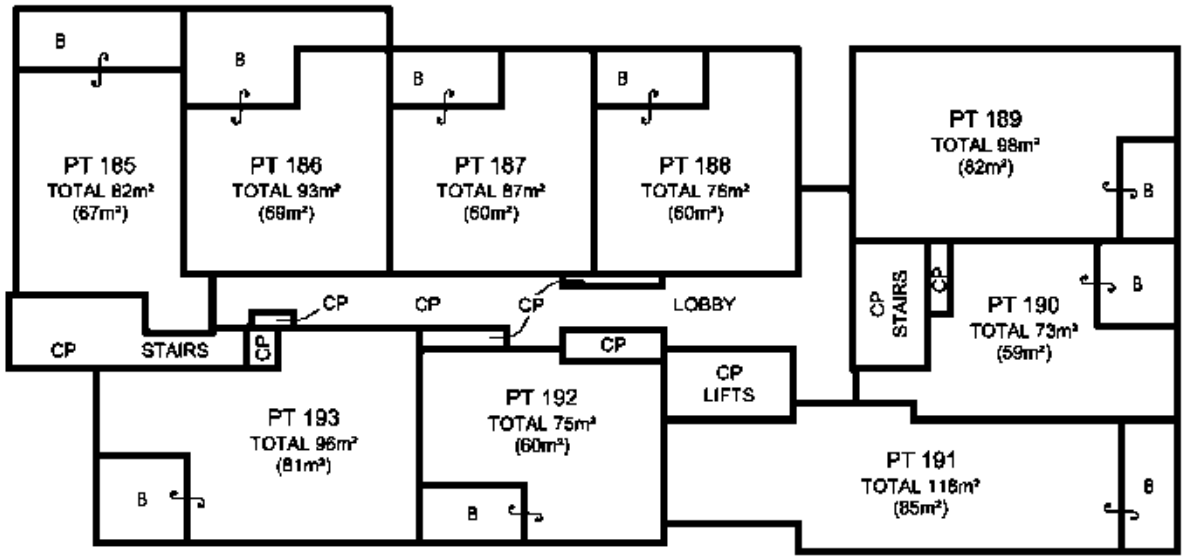
BUILDING 'B' - LEVEL 8



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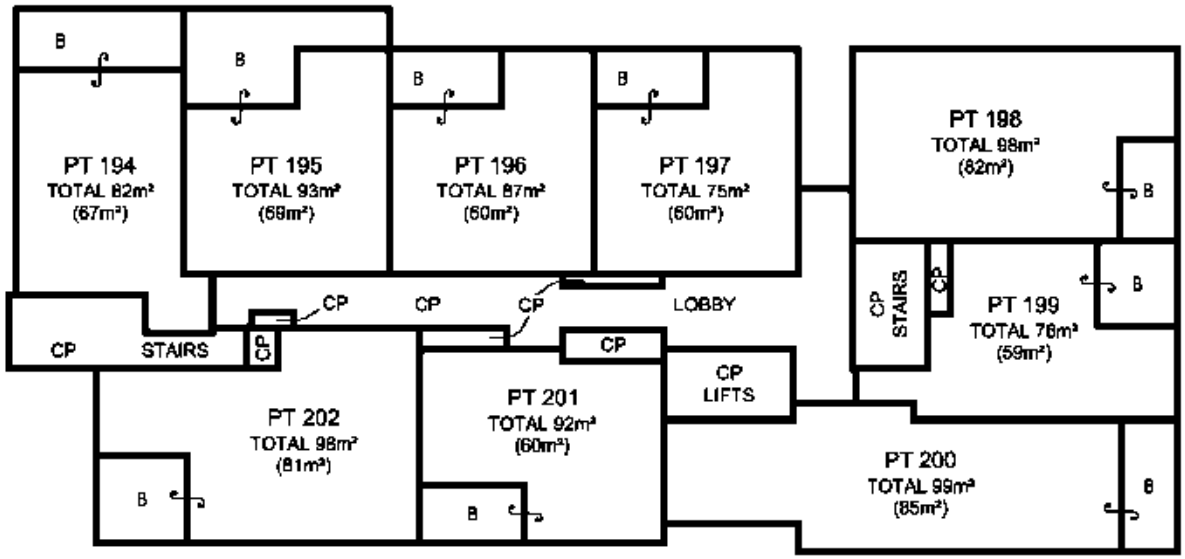
BUILDING 'B' - LEVEL 9



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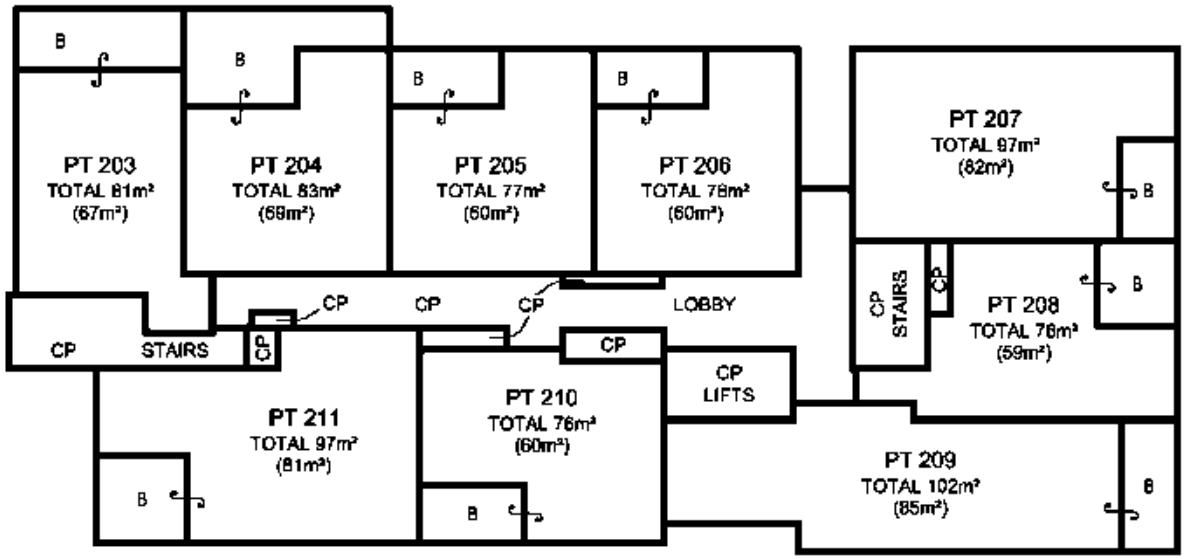
BUILDING 'B' - LEVEL 10



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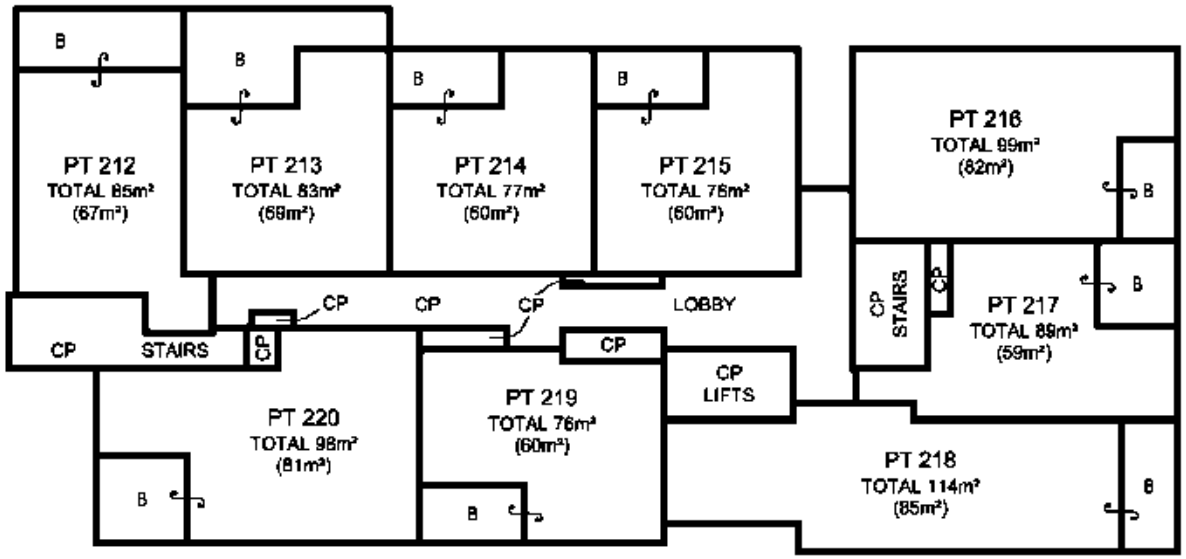
BUILDING 'B' - LEVEL 11



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE NOT TO BE USED FOR DETERMINING TENANCY AREAS.

ANY SERVICE ERECTED FOR THE BENEFIT OF ONE OR MORE LOTS AND SITUATED WITHIN ANOTHER LOT FORM PART OF THE COMMON PROPERTY.

FOR CLARITY PURPOSES NOT ALL COLUMNS & DUCTS ARE SHOWN.

LIFTS, SERVICE DUCTS, SERVICES, VENTILATION SHAFTS, PLANT, PLANT ROOMS & OTHER STRUCTURAL ELEMENTS STANDING WITHIN THE LOTS FORM PART OF THE COMMON PROPERTY.

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.6 ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

METAL AWNINGS ATTACHED TO THE BALCONIES AND EXTERNAL FACE OF THE BUILDING ARE COMMON PROPERTY.

CP DENOTES COMMON PROPERTY
B DENOTES BALCONY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 3 DP 1251807	L.G.A.: GEORGES RIVER	REGISTERED	SP97728
Name: PETER WILLIAM VANDERGRAAF		Locality: KOGARAH	15.5.2019	
Date: 25/03/2019		Reduction Ratio: 1:200		
Reference: 180411-SP1		Lengths are in metres		

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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 10 sheet(s)

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PLAN OF SUBDIVISION OF
LOT 3 IN DP 1251807

LGA: GEORGES RIVER
Locality: KOGARAH
Parish: ST. GEORGE
County: CUMBERLAND

This is a *FREEHOLD/*~~LEASEHOLD~~ Strata Scheme

Address for Service of Documents

258 RAILWAY PARADE
KOGARAH NSW 2217

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata schemes together with:~~
~~Keeping of animals: Option *A/*B~~
~~Smoke penetration: Option *A/*B~~
~~(see Schedule 3 *Strata Schemes Management Regulation 2016*)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I PETER WILLIAM VANDERGRAAF
of GEOSURV PTY LTD
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

*The building encroaches on:

*(a) a public place

~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....~~

Signature: P Vandergraaf
Date: 26 / 03 / 2019
Surveyor ID: 2129
Surveyor's Reference: 180411-SP1

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I GORDON WREN being an Accredited Certifier, accreditation number BPB0447 certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

~~*(a) This plan is part of a development scheme.~~

*(b) The building encroaches on a public place and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ 221-223 INC will be created as utility lots and restricted in accordance with section 63 *Strata Schemes Development Act 2015*.

Certificate Reference: SC 3280
Relevant Planning Approval No.: CDC 1314
issued by: GORDON WREN
Signature:
Date: 5TH APRIL 2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

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SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 10 sheet(s)

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VALUER'S CERTIFICATE

I, Jarrad Owen being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: ..... Date 2/4/19

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	36	40	53	79	47	118	49	157	48	196	40
2	32	41	37	80	61	119	50	158	40	197	40
3	28	42	32	81	51	120	66	159	40	198	50
4	39	43	30	82	49	121	56	160	40	199	40
5	38	44	40	83	49	122	51	161	39	200	52
6	38	45	39	84	55	123	51	162	55	201	42
7	39	46	39	85	57	124	58	163	40	202	48
8	39	47	40	86	50	125	38	164	58	203	41
9	40	48	39	87	48	126	38	165	41	204	41
10	40	49	41	88	48	127	38	166	47	205	40
11	40	50	38	89	48	128	38	167	40	206	41
12	40	51	37	90	59	129	47	168	39	207	50
13	48	52	48	91	54	130	41	169	39	208	40
14	47	53	48	92	49	131	39	170	39	209	54
15	36	54	54	93	49	132	38	171	49	210	40
16	33	55	44	94	56	133	41	172	38	211	49
17	31	56	45	95	57	134	38	173	52	212	43
18	39	57	47	96	50	135	53	174	39	213	42
19	39	58	46	97	49	136	41	175	47	214	41
20	39	59	48	98	48	137	71	176	40	215	41
21	39	60	58	99	48	138	59	177	40	216	52
22	39	61	52	100	59	139	54	178	39	217	43
23	40	62	50	101	54	140	39	179	39	218	58
24	47	63	48	102	49	141	38	180	49	219	42
25	47	64	53	103	49	142	38	181	38	220	49
26	52	65	56	104	56	143	38	182	51	221	4
27	36	66	49	105	58	144	53	183	39	222	4
28	30	67	48	106	50	145	41	184	48	223	4
29	34	68	47	107	49	146	66	185	41	Aggregate	10000
30	40	69	48	108	48	147	38	186	40		
31	39	70	58	109	49	148	47	187	40		
32	39	71	61	110	62	149	39	188	40		
33	39	72	48	111	52	150	39	189	50		
34	39	73	48	112	50	151	38	190	39		
35	41	74	55	113	50	152	38	191	54		
36	38	75	56	114	57	153	54	192	39		
37	37	76	50	115	58	154	41	193	49		
38	47	77	48	116	51	155	67	194	41		
39	47	78	47	117	50	156	38	195	40		

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- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
CP	N/A	258	Railway	Parade	Kogarah
1	101	258	Railway	Parade	Kogarah
2	102	258	Railway	Parade	Kogarah
3	103	258	Railway	Parade	Kogarah
4	104	258	Railway	Parade	Kogarah
5	105	258	Railway	Parade	Kogarah
6	106	258	Railway	Parade	Kogarah
7	107	258	Railway	Parade	Kogarah
8	108	258	Railway	Parade	Kogarah
9	109	258	Railway	Parade	Kogarah
13	110	258	Railway	Parade	Kogarah
14	111	258	Railway	Parade	Kogarah
15	201	258	Railway	Parade	Kogarah
16	202	258	Railway	Parade	Kogarah
17	203	258	Railway	Parade	Kogarah
18	204	258	Railway	Parade	Kogarah
19	205	258	Railway	Parade	Kogarah
20	206	258	Railway	Parade	Kogarah
21	207	258	Railway	Parade	Kogarah
22	208	258	Railway	Parade	Kogarah
23	209	258	Railway	Parade	Kogarah
10	210	258	Railway	Parade	Kogarah
11	211	258	Railway	Parade	Kogarah
12	212	258	Railway	Parade	Kogarah
24	213	258	Railway	Parade	Kogarah
25	214	258	Railway	Parade	Kogarah
26	215	258	Railway	Parade	Kogarah
27	301	258	Railway	Parade	Kogarah
28	302	258	Railway	Parade	Kogarah
29	303	258	Railway	Parade	Kogarah
30	304	258	Railway	Parade	Kogarah
31	305	258	Railway	Parade	Kogarah
32	306	258	Railway	Parade	Kogarah
33	307	258	Railway	Parade	Kogarah
34	308	258	Railway	Parade	Kogarah
35	309	258	Railway	Parade	Kogarah
36	310	258	Railway	Parade	Kogarah
37	311	258	Railway	Parade	Kogarah
38	312	258	Railway	Parade	Kogarah

Surveyor's Reference: 180411-SP1

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
39	313	258	Railway Parade	Parade	Kogarah
40	314	258	Railway Parade	Parade	Kogarah
41	401	258	Railway Parade	Parade	Kogarah
42	402	258	Railway Parade	Parade	Kogarah
43	403	258	Railway Parade	Parade	Kogarah
44	404	258	Railway Parade	Parade	Kogarah
45	405	258	Railway Parade	Parade	Kogarah
46	406	258	Railway Parade	Parade	Kogarah
47	407	258	Railway Parade	Parade	Kogarah
48	408	258	Railway Parade	Parade	Kogarah
49	409	258	Railway Parade	Parade	Kogarah
50	410	258	Railway Parade	Parade	Kogarah
51	411	258	Railway Parade	Parade	Kogarah
52	412	258	Railway Parade	Parade	Kogarah
53	413	258	Railway Parade	Parade	Kogarah
54	414	258	Railway Parade	Parade	Kogarah
55	501	258	Railway Parade	Parade	Kogarah
56	502	258	Railway Parade	Parade	Kogarah
57	503	258	Railway Parade	Parade	Kogarah
58	504	258	Railway Parade	Parade	Kogarah
59	505	258	Railway Parade	Parade	Kogarah
60	506	258	Railway Parade	Parade	Kogarah
61	507	258	Railway Parade	Parade	Kogarah
62	508	258	Railway Parade	Parade	Kogarah
63	509	258	Railway Parade	Parade	Kogarah
64	510	258	Railway Parade	Parade	Kogarah
65	601	258	Railway Parade	Parade	Kogarah
66	602	258	Railway Parade	Parade	Kogarah
67	603	258	Railway Parade	Parade	Kogarah
68	604	258	Railway Parade	Parade	Kogarah
69	605	258	Railway Parade	Parade	Kogarah
70	606	258	Railway Parade	Parade	Kogarah
71	607	258	Railway Parade	Parade	Kogarah
72	608	258	Railway Parade	Parade	Kogarah
73	609	258	Railway Parade	Parade	Kogarah
74	610	258	Railway Parade	Parade	Kogarah
75	701	258	Railway Parade	Parade	Kogarah
76	702	258	Railway Parade	Parade	Kogarah

Surveyor's Reference: 180411-SP1

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
77	703	258	Railway Parade	Parade	Kogarah
78	704	258	Railway Parade	Parade	Kogarah
79	705	258	Railway Parade	Parade	Kogarah
80	706	258	Railway Parade	Parade	Kogarah
81	707	258	Railway Parade	Parade	Kogarah
82	708	258	Railway Parade	Parade	Kogarah
83	709	258	Railway Parade	Parade	Kogarah
84	710	258	Railway Parade	Parade	Kogarah
85	801	258	Railway Parade	Parade	Kogarah
86	802	258	Railway Parade	Parade	Kogarah
87	803	258	Railway Parade	Parade	Kogarah
88	804	258	Railway Parade	Parade	Kogarah
89	805	258	Railway Parade	Parade	Kogarah
90	806	258	Railway Parade	Parade	Kogarah
91	807	258	Railway Parade	Parade	Kogarah
92	808	258	Railway Parade	Parade	Kogarah
93	809	258	Railway Parade	Parade	Kogarah
94	810	258	Railway Parade	Parade	Kogarah
95	901	258	Railway Parade	Parade	Kogarah
96	902	258	Railway Parade	Parade	Kogarah
97	903	258	Railway Parade	Parade	Kogarah
98	904	258	Railway Parade	Parade	Kogarah
99	905	258	Railway Parade	Parade	Kogarah
100	906	258	Railway Parade	Parade	Kogarah
101	907	258	Railway Parade	Parade	Kogarah
102	908	258	Railway Parade	Parade	Kogarah
103	909	258	Railway Parade	Parade	Kogarah
104	910	258	Railway Parade	Parade	Kogarah
105	1001	258	Railway Parade	Parade	Kogarah
106	1002	258	Railway Parade	Parade	Kogarah
107	1003	258	Railway Parade	Parade	Kogarah
108	1004	258	Railway Parade	Parade	Kogarah
109	1006	258	Railway Parade	Parade	Kogarah
110	1006	258	Railway Parade	Parade	Kogarah
111	1007	258	Railway Parade	Parade	Kogarah
112	1008	258	Railway Parade	Parade	Kogarah
113	1009	258	Railway Parade	Parade	Kogarah

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
114	1010	258	Railway	Parade	Kogarah
115	1101	258	Railway	Parade	Kogarah
116	1102	258	Railway	Parade	Kogarah
117	1103	258	Railway	Parade	Kogarah
118	1104	258	Railway	Parade	Kogarah
119	1105	258	Railway	Parade	Kogarah
120	1106	258	Railway	Parade	Kogarah
121	1107	258	Railway	Parade	Kogarah
122	1108	258	Railway	Parade	Kogarah
123	1109	258	Railway	Parade	Kogarah
124	1110	258	Railway	Parade	Kogarah
125	103	3	Blake	Street	Kogarah
126	104	3	Blake	Street	Kogarah
127	105	3	Blake	Street	Kogarah
128	106	3	Blake	Street	Kogarah
129	101	3	Blake	Street	Kogarah
130	102	3	Blake	Street	Kogarah
131	206	3	Blake	Street	Kogarah
132	207	3	Blake	Street	Kogarah
133	208	3	Blake	Street	Kogarah
134	209	3	Blake	Street	Kogarah
135	201	3	Blake	Street	Kogarah
136	202	3	Blake	Street	Kogarah
137	203	3	Blake	Street	Kogarah
138	204	3	Blake	Street	Kogarah
139	205	3	Blake	Street	Kogarah
140	306	3	Blake	Street	Kogarah
141	307	3	Blake	Street	Kogarah
142	308	3	Blake	Street	Kogarah
143	309	3	Blake	Street	Kogarah
144	301	3	Blake	Street	Kogarah
145	302	3	Blake	Street	Kogarah
146	303	3	Blake	Street	Kogarah
147	304	3	Blake	Street	Kogarah
148	305	3	Blake	Street	Kogarah
149	406	3	Blake	Street	Kogarah

Surveyor's Reference: 180411-SP1

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
150	407	3	Blake	Street	Kogarah
151	408	3	Blake	Street	Kogarah
152	409	3	Blake	Street	Kogarah
153	401	3	Blake	Street	Kogarah
154	402	3	Blake	Street	Kogarah
155	403	3	Blake	Street	Kogarah
156	404	3	Blake	Street	Kogarah
157	405	3	Blake	Street	Kogarah
158	506	3	Blake	Street	Kogarah
159	507	3	Blake	Street	Kogarah
160	508	3	Blake	Street	Kogarah
161	509	3	Blake	Street	Kogarah
162	501	3	Blake	Street	Kogarah
163	502	3	Blake	Street	Kogarah
164	503	3	Blake	Street	Kogarah
165	504	3	Blake	Street	Kogarah
166	505	3	Blake	Street	Kogarah
167	606	3	Blake	Street	Kogarah
168	607	3	Blake	Street	Kogarah
169	608	3	Blake	Street	Kogarah
170	609	3	Blake	Street	Kogarah
171	601	3	Blake	Street	Kogarah
172	602	3	Blake	Street	Kogarah
173	603	3	Blake	Street	Kogarah
174	604	3	Blake	Street	Kogarah
175	605	3	Blake	Street	Kogarah
176	706	3	Blake	Street	Kogarah
177	707	3	Blake	Street	Kogarah
178	708	3	Blake	Street	Kogarah
179	709	3	Blake	Street	Kogarah
180	701	3	Blake	Street	Kogarah
181	702	3	Blake	Street	Kogarah
182	703	3	Blake	Street	Kogarah
183	704	3	Blake	Street	Kogarah
184	705	3	Blake	Street	Kogarah
185	806	3	Blake	Street	Kogarah
186	807	3	Blake	Street	Kogarah
187	808	3	Blake	Street	Kogarah

Surveyor's Reference: 180411-SP1

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SCHEDULE OF STREET ADDRESSES

LOT No.	SUB-ADDRESS No.	ADDRESS No.	STREET NAME	STREET TYPE	LOCALITY
188	809	3	Blake	Street	Kogarah
189	801	3	Blake	Street	Kogarah
190	802	3	Blake	Street	Kogarah
191	803	3	Blake	Street	Kogarah
192	804	3	Blake	Street	Kogarah
193	805	3	Blake	Street	Kogarah
194	906	3	Blake	Street	Kogarah
195	907	3	Blake	Street	Kogarah
196	908	3	Blake	Street	Kogarah
197	909	3	Blake	Street	Kogarah
198	901	3	Blake	Street	Kogarah
199	902	3	Blake	Street	Kogarah
200	903	3	Blake	Street	Kogarah
201	904	3	Blake	Street	Kogarah
202	905	3	Blake	Street	Kogarah
203	1006	3	Blake	Street	Kogarah
204	1007	3	Blake	Street	Kogarah
205	1008	3	Blake	Street	Kogarah
206	1009	3	Blake	Street	Kogarah
207	1001	3	Blake	Street	Kogarah
208	1002	3	Blake	Street	Kogarah
209	1003	3	Blake	Street	Kogarah
210	1004	3	Blake	Street	Kogarah
211	1005	3	Blake	Street	Kogarah
212	1106	3	Blake	Street	Kogarah
213	1107	3	Blake	Street	Kogarah
214	1108	3	Blake	Street	Kogarah
215	1109	3	Blake	Street	Kogarah
216	1101	3	Blake	Street	Kogarah
217	1102	3	Blake	Street	Kogarah
218	1103	3	Blake	Street	Kogarah
219	1104	3	Blake	Street	Kogarah
220	1105	3	Blake	Street	Kogarah
221	CARS1	258	Railway	Parade	Kogarah
222	CARS2	258	Railway	Parade	Kogarah
223	CARS3	258	Railway	Parade	Kogarah

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 9 of 10 sheet(s)

Office Use Only	Office Use Only
Registered: 15.5.2019	SP97728

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

REGISTERED PROPRIETOR:

KOGARAH RSL CLUB LIMITED ACN 75 001 032 355
in accordance with section 127 of the Corporations Act 2001

Signature of Director

Signature of Director/Secretary

Brian Brown

Name of Director (block letters)

GRANT AMER

Name of Director/Secretary (block letters)

PLAN CONTAINS A MANAGEMENT STATEMENT OF 110 PAGES

Surveyor's Reference: 180411-SP1

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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 10 of 10 sheet(s)

Office Use Only	Office Use Only
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MORTGAGEE:

Executed for and on behalf of **Australia and New Zealand Banking Group Limited** ABN 11 005 357 522 under Power of Attorney dated 18 November 2002 and registered in New South Wales *Book: 4376 Folio: 410* by:

ANDREW CYALL

who certifies that he/she is a Senior Manager/Manager and that he/she has not received notice of revocation of that Power

Signature of Attorney
In the presence of

Signature of Witness

ASHOK KRISHNAN
Name of Witness

242 Pitt Street
Sydney NSW 2000
Address of Witness

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

Surveyor's Reference: 180411-SP1

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Approved Form 7	Strata Plan By-Laws	Sheet 1 of 17 sheet(s)
Registered: 15.5.2019 Office use only		Office use only SP97728

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

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws

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Approved Form 7	Strata Plan By-Laws	Sheet 2 of 17 sheet(s)
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51 Service of documents **15**
52 Vendor's right to sell **15**
53 Lot owners jointly benefitted by easements or other rights **15**
54 Management Statement **15**
Execution **16**

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws

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Approved Form 7	Strata Plan By-Laws	Sheet 3 of 17 sheet(s)
Registered: 15.5.2019 Office use only		Office use only SP97728

BY-LAWS FOR USE OF LOTS AND COMMON PROPERTY

1 Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:

(a) "**Act**" means the *Strata Schemes Management Act 2015*;

(b) "**Air Conditioning System**" means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.

(c) "**building**" means that part of the building as defined in the Act comprised in Stratum Lot 3, the subject of these by-laws.

(d) "**Carparking Owner**" means the owner(s) from time to time of any car space in the strata scheme.

(e) "**Carparking Area**" means the area dedicated for vehicle parking in or on the common property on the Strata Plan.

(f) "**Council**" means Kogarah City Council and any successor and where applicable includes any other relevant authority.

(g) "**Garbage Disposal Area**" means the area dedicated for the storage of garbage on the common property on the Strata Plan.

(h) "**lot**" means a lot in the strata scheme.

(i) "**Manager**" means the person appointed by the Owners Corporation as its strata managing agent under the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.

(j) "**Owners Corporation**" means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.

(k) **"Parcel"** means the land contained in Certificate of Title Folio Identifier 2/1188418

(l) "**Plant Room**" means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.

(m) "**Security Key**" a key (including electronic key or swipe card) or any other security device enabling the Carparking Owner or any other owner or occupier of a lot in the Strata Plan access to the Carparking Area and/or the System.

(n) "**Strata Committee**" means the Strata Committee as defined in the Act.

(o) **"Strata Plan"** means the strata plan registered in respect of the building.

(p) "**strata scheme**" means the strata scheme as defined in the Act in respect of the Strata Plan.

(q) **"Management Statement"** means the Management Statement relating to the complex known as Vendian of which the strata scheme is a part of.

(r) "**Stratum Lot**" means the lot in the Stratum Plan.

(s) **"Stratum Plan"** means Deposited Plan registered at the Department of lands subdividing the Parcel into 3 stratum lots.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws

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(t) "**Vendor**" means Kogarah RSL Club Limited ACN 001 032 355.

1.2 In these by-laws, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of the by-laws;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate,

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(f) a reference to any thing includes a part of that thing,

(g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and

(h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.

1.3 The provisions of registered memorandum AG520000 are incorporated into these by-laws in full as though they form part of these by-laws.

2 Noise

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

3 Vehicles etc. on common property

3.1 An owner or occupier of a lot must not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.

3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a registered vehicle as defined in the *Road Transport (Vehicle Registration) Act 1997* or associated legislation as amended

4 Obstruction of common property

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

5 Not to damage to common property

5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.

5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

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5.3 An owner or occupier of a lot must not mark, paint, drive nails or screws of the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.

5.4 An approval given by the Owners Corporation under by-law **Error! Reference source not found.** cannot authorise any additions to the common property.

5.5 This by-law does not prevent an owner or person authorised by him from installing:

(a) any locking or other safety device for protection of his lot against intruders; or

(b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

subject to the locking or safety device or other device as the case may be being installed in the workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

5.6 Notwithstanding the provisions of the Act:

(a) the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and

(b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

6 No overloading

An owner or occupier must ensure that they do not place or allow to be placed any object in the lot or on common property which has the effect of overloading the structural adequacy of the building or any part of it.

7 Compensation for damage to common property

7.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.

7.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 7.1 by way of compensation.

7.3 Any amount payable by way of compensation in accordance with this by-law 5.3 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation

8 Not to Deposit rubbish etc. on common property

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

8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

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9 Notice of defects, breakages and accidents

9.1 An owner or occupier of a lot must promptly report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

9.2 An owner or occupier of a lot must, promptly after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.

10 Storage of flammable liquids

10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.

10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or internal combustion engine which is stored appropriately within the Carparking Area

11 Appearance of lot

11.1 An owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

11.2 An owner or occupier of a lot must not erect, install or apply any blinds, shutters, window treatments, security devices (including grills and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation. Unless otherwise approved by the Owners Corporation, all curtains must have a warm white backing (to the extent they are in front of the facade glazing)

12 Not misuse lifts

An owner or occupier of a lot must not misuse or permit to be misused any lift within or upon the common property and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

13 Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way and must obtain the Strata Committee's consent prior to obtaining any necessary council or other approvals required at law.

14 No alteration to internal walls or structural features

An owner or occupier of a lot must not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval must not be unreasonably withheld.

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16 Water closets and water apparatuses

An owner or occupier of a lot must not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and must not deposit or throw any sweepings, rubbish, rags, napkins or any other similar article into that apparatus.

16 Maintenance of air conditioning, ducting etc

An owner or occupier must at its cost:

(a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System,

(b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;

(c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot,

(d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and

(e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

17 Installation of air-conditioning, ducting etc

The owner or occupier of the lot must not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation.

18 Strata Committee may ensure security

The Strata Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any part of the common property

19 Keys

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

(a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;

(b) the Owners Corporation may at is discretion make additional numbers of the keys or devices available to owners on the payment of a reasonable charge as may be determined from time to time by the Strata Committee;

(c) the owner of a lot to whom any key or any operating system is given under this by-law must:

(1) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and

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(2) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and

(d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise then by returning it to the Owners Corporation.

20 Not interfere with security and keep fire doors locked

An owner or occupier of a lot must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

21 Not interfere with fire fighting equipment

An owner or occupier of a lot must not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

22 Fire protection systems, smoke detectors etc

22.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot

22.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.

23 Signage on common property

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme

24 Movement of goods

An owner or occupier of a lot is permitted to use for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Strata Committee.

25 Invitees and licensees to comply with by-laws

25.1 An owner or occupier of a lot which is the subject to a lease or licence agreement must take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

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

26 Owners Corporation to provide for management of lots, common property etc. and appoint Manager

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

(a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;

(b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises,

(c) the supervision of any employees and/or contractors of the Owners Corporation;

(d) the control and supervision of the common property generally; and

(e) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

27 Strata Committee to make rules

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme and the times and manner in which any part of the common property may be used.

28 Building rules

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted

29 Terms of Owners Corporation consents and approvals

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

30 No smoking

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property.

31 Behaviour of owners and occupiers

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

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32 Children playing on common property in building

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

33 Drying of laundry items

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

34 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless the Owners Corporation resolves that:

(a) it will keep the glass or specified part of the glass clean; or

(b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all

35 Moving furniture and other objects on or through common property

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

35.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

35.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

36 Garbage disposal

36.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the lot on a regular basis

36.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.

36.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:

(a) permitted means and times for disposal;

(b) disposal routes;

(c) permitted pick-up areas (if any);

(d) location of garbage removal;

(e) storage of garbage;

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(f) containment of garbage;

(g) regularity of garbage removal;

(h) segregation of garbage; and

(i) special garbage requirements,

and may also incorporate or address other matter as determined by the Owners Corporation from time to time.

36.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Owners Corporation, to:

(a) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;

(b) clean the Garbage Disposal Area on at least a weekly basis; and

(c) conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.

36.5 An owner or occupier of a lot must.

(a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

(b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;

(c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;

(d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;

(e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 36.3.

36.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

36.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.

37 Keeping of animals

37.1 Subject to the Act, an owner or occupier of a lot may keep 1 small dog, 1 small cat, 1 small caged bird or 1 ordinarily available residential aquarium to house small fish on the lot.

37.1 An owner or occupier may request the Strata Committee to provide confirmation that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Strata Committee as complying with this by-law 37.

37.2 For the purposes of by-law 37.1, the term "small" means:

(a) fish which an ordinary person may legally acquire and keep in an aquarium as a companion animal which is not poisonous or otherwise dangerous to persons,

(b) a bird which an ordinary person may legally acquire and keep in a cage as a companion animal which is not dangerous to any persons but excluding any type of chicken or other foul;

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(c) a dog or cat under 15kgs in weight and which, under the terms of the *Companion Animals Act 1998* (NSW), **is not**:

(1) declared a menacing, dangerous or nuisance dog;

(2) declared a nuisance cat; or

(3) a restricted breed.

37.3 If an owner or occupier of a lot keeps an animal as referred to in by-law 37.1 the owner or occupier must.

(a) notify the Owners Corporation;

(b) keep the animal within the lot;

(c) carry the animal when it is on the common property for egress and ingress purposes; and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

38 Provision of amenities or services

38.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply; and

(d) telecommunication services (for example, cable television).

38.2 If the Owners Corporation makes a resolution referred to in by-law 38 1 to provide an amenity or service to a lot or to the owner of occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

39 Traffic on common property

39.1 The Strata Committee has the power to:

(a) impose a speed limit for traffic in common property;

(b) impose reasonable restrictions on the use of common property driveways and parking areas;

(c) install speed humps and other traffic control devices in common property; and

(d) install signs in relation to parking and to control traffic in common property.

39.2 An owner or occupier of a lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Strata Committee.

39.3 An owner or occupier of a lot must comply at all times with any carparking management plan implemented from time to time by the Strata Committee.

40 Access to a lot by the Owners Corporation

The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with the Act.

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41 Landscaping

The owners and occupies must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot.

(a) are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;

(b) are regularly maintained and kept neat and tidy at all times;

(c) are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and

(d) do not hang or grow over the boundary of the lot.

42 Restrictions on use of lot

42.1 An occupier or owner of a lot must not (and is not entitled to) use any lot as a brothel or massage parlour or any other use that is prohibited by law.

42.2 An owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

42.3 The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010*.

43 Restricted areas of common property

Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter into the roof of the building or any Plant Room.

44 Right of entry

An owner or occupier any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them ("**Authorised Contractor**"), together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their lot or to another lot or Common Property or the Carparking Area.

45 Lifts

45.1 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme must use lifts contrary to this capacity.

45.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.

45.3 An owner or occupier of a lot must not misuse or permit to be misused any lift in the strata scheme and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

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46 Insurance premiums

46.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

46.2 If the Owners Corporation gives approval under this by-law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

47 Storage

An owner or occupier of a lot must not use any part of a lot designated for the use of storage to store any flammable substance nor for any purpose that creates a nuisance or harm.

48 Floor coverings

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

48.2 An owner or occupier of a lot must notify the Owners Corporation no less than 21 days before changing any of the floor coverings or surfaces of a lot The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier to reduce or otherwise ensure that by-law **Error! Reference source not found.** is complied with.

48.3 This by-law does not affect any requirement under any law to obtain consent, approval or other authorisation which may be required for the changing of the floor covering or surface concerned.

48.4 An owner or occupier must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.

49 Failure to comply with by-laws

49.1 The Owners Corporation may do anything on a lot that an owner or occupier should have done under the by-laws which an owner or occupier has not undertaken or in the opinion of the Owners Corporation has not been done properly.

49.2 The Owners Corporation must give the occupier or owner written notice specifying when it will enter into a lot to do the work. An owner or occupier must.

(a) give the Owners Corporation (or persons authorised by it) access to the lot according to the notice and at the owner or occupier's cost; and

(b) pay the Owners Corporation for its costs for doing the work.

49.3 The Owners Corporation may recover any money the owner or occupier owes the Owners Corporation under the by-laws as a debt, and this debt may be added to the owner's levy notice.

50 Short term leasing

The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010* (as amended or replaced).

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51 Service of documents

A document which is otherwise required to be served by the Owners Corporation or Strata Committee or any of their representatives may be served on an owner or occupier of a lot by electronic means provided that the person has given the Owners Corporation or Strata Committee an email address for the service of notices and the document is sent to that address.

52 Vendor's right to sell

52.1 For such time as the Vendor remains an owner of a lot in the strata scheme, those companies shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.

52.2 The Vendor shall (whilst it owns a lot in the strata scheme) have a special privilege to:

(a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and

(b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

53 Lot owners jointly benefitted by easements or other rights

53.1 Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extent of the use and benefit between the lots cannot be determined from the Stratum Plan, and any instrument registered in conjunction with the Stratum Plan, then the Strata Committee appointed from time to time may make rules and regulations about the extent of the use and benefit between lots and the owners and occupiers of lots must comply with those rules and regulations at all times.

53.2 The Strata Committee must seek to be as equitable as possible to all the lots referred to in by-law 53.1 having regard to all the circumstances.

54 Management Statement

54.1 If there is an inconsistency with a by-law in the Strata Scheme and the Management Statement the Owners Corporation must amend the by-law to make it consistent with the Management Statement

54.2 The Owners Corporation and owners or occupiers of lots in the Strata Plan must at all times comply with the Management Statement and a consent from the Owners Corporation or the Strata Committee does not relieve the obtaining of consent under the Management Statement if required.

54.3 The Strata Committee may appoint a Representative or Substitute Representative under the Management Statement from a member of the Strata Committee and terminate or appoint a new Representative or Substitute Representative at any time.

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Execution

Registered proprietor

Executed by Kogarah RSL Club Limited ACN 001 032 355 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Brian Brown
Signature of Director

Brian Brown
Print name of Director 5/4/19

Signature of ~~Director~~/Secretary

GRANT AMER
Print name of ~~Director~~/Secretary 5/4/19

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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Mortgagee:

Signed, sealed and delivered for and on behalf of **Australia and New Zealand Banking Limited** ACN 005 357 522 by its attorney under a Power of Attorney and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:

Power of Attorney
Dateed: 18/11/2002
Book: 4376
No: 410

Signature of Witness

Signature of Attorney

ASHOK KRISTNAN
Print name of Witness

ANDREW LYALL
Print name of Attorney

242 PITT STREET SYDNEY

NSW, 2000
Address of Witness

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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STRATA MANAGEMENT STATEMENT

Note: This strata management statement has effect as an agreement under seal binding:

(a) The owners corporation of a strata scheme for part of the building; or

(b) An owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building; or

(c) Another person in whom is vested the fee simple of a part of the building or site affected by the statement; or

(d) The mortgagee in possession or lessee of a part of the building or site referred to in (c).

(see section 105 Strata Schemes Development Act 2015)

PART 1 DEFINITIONS AND INTERPRETATION

1.1 *Dictionary*

In this Management Statement, unless the contrary intention appears:

"Administrative Fund" has the same meaning as in the Act.

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

"Approved Insurer" has the same meaning as in the Act.

"Architectural Code" means the architectural codes for Veridian, attached at Schedule 3 agreed to at a Meeting of the Management Committee.

"Awning" means any awning attached to Veridian and overhanging pavement.

"Authority" means any government or any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity with jurisdiction over Veridian.

"Building or Buildings" means the structure and structures and improvements located on Veridian.

"Budget" means the estimate of Shared Costs determined under clause 18.

"Business Day(s)" means a day which is not a Saturday, Sunday or a Public Holiday.

"By-Laws" means the by-laws of a Strata Plan.

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"Chairperson" means the Chairperson appointed pursuant to clause 3.3.

"Car Park" means the car park area for the Commercial Stratum and Residential Stratum

"Car Space" means the car space allocated to the Owner or Occupier of a Lot.

"Commercial Lot" means a Lot which can only be used for commercial purposes.

"Commercial Owners Corporation means the Owners Corporation of the Commercial Stratum.

"Common Property" means the common property within a Strata Plan.

"Commercial Stratum" means Lot 2 in DP1251807.

"Council" means Kogarah City Council.

"Defaulting Member" means a Member who fails to comply with a notice in clause 6.11.

"Default Notice" means the default notice issued in accordance with clause 6.11(a).

"Developer" means Kogarah RSL Club Ltd ACN 001 032 355

"DP" means Deposited Plan.

"Easements" means all registered easements created and notified on the Stratum Plan or Strata Plan, being easements for personal access, service access and vehicular access defined in the Act or any other statutory easements for support or shelter as defined in the Act and this Management Statement.

"Emergency" means a situation posing an immediate threat to human safety or loss or damage to physical property.

"Excluded Services" means:

(a) all interior fixtures, furniture, finishings, fittings within a Lot including but not limited to wall linings, windows and fixed glass, carpet and underlay, lighting, hot water systems and plumbing fittings; and

(b) all pipes, wires, ducts and cables within a Lot for the exclusive use of that Lot, including, but not limited to cable television, telephones, facsimiles, air conditioning systems and related equipment.

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"Facilities Manager" means the facilities manager appointed in accordance with clause 14.

"Financial Statements" means the statements to be prepared by the Management Committee in accordance with clauses 19.8 and 19.9.

"Fire Control Equipment" means all sprinklers, pipes, cables, wires, conduits and other structures, equipment or services installed within the Building for the purpose of fire control.

"Fund" means the fund used to levy, collect, deposit and make payment for the Shared Costs.

"Funds" means the funds levied by the Management Committee on the Members for the Shared Facilities in accordance with Shared Costs portions specified in Schedule 2.

"Garbage Disposal Area" means that part of the Common Property designated by the Management Committee from time to time for the storage of garbage for Owners and Occupiers.

"Insurance" means all insurances required to be effected under clause 20 with an Approved Insurer in which more than one Member has an interest and any other insurance determined by Unanimous Resolution to be insurance.

"Law" means includes any requirement of any statute, regulation, proclamation, ordinance, by-law or common law, present or future and whether state, federal or otherwise.

"Lot or Lots" means any of the RSL Stratum, Commercial Stratum and the Residential Stratum and where those stratum lots have been strata subdivided, the lots within such strata scheme or schemes.

"Management Committee" means the Committee to be formed under clause 2.1, which is responsible for managing Veridian on behalf of the Members.

"Management Statement" means this management statement including all annexures, schedules and attachments.

"Meeting(s) and Emergency Meeting(s)" means a meeting or emergency meeting of the Management Committee conducted in accordance with this Management Statement.

"Member(s)" means each of the parties referred to in clause 2.2.

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"**Member's Proportion**" means the amount calculated by applying the following formula:

MP = TA x (SLA / TSLA)

Where:

MP is the Member's Proportion

TA is the total amount of the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be)

SLA is the area of the relevant Member's Lot as shown in the Stratum Plan except where such Lot has been subdivided by strata subdivision or otherwise in which case it will be the aggregate of the areas of the Lots as shown in such subdivision plan (excluding common property)

TSLA is the aggregate of each other Member's SLA who must bear the expenditure or the Shared Costs of the relevant Shared Facilities (whichever the case may be) together with the relevant Member's SLA.

"Occupier" means an occupier of a Lot or part of a Lot including but not limited to a lessee, licensee or invitee.

"Officers or Officer" means the Chairperson, Secretary and the Treasurer.

"Owner" means the owner of a Lot.

"Owners Corporation" has the same meaning as in the Act.

"**Parcel**" means that part of the Property upon which Veridian is located being the Property.

"Payment Notice" means the notice issued in accordance with clause 6.3.

"**Property**" means all of the land contained in folio identifier 2/1188418.

"Replacement Representative" means a replacement representative for the Representative for Meeting purposes.

"Representative" means each of the natural persons appointed by each of the Members in accordance with clause 2.3.

"Residential Owners Corporation" means the Owners Corporation of the Residential Stratum.

"**Residential Stratum**" means Lot 3 in DP1251807.

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"Resolution" means a motion of the Management Committee in favour of which more than 50% of votes of the Members of the Management Committee present and entitled to vote, are cast.

"Restricted Period" means the period commencing from the date that this Management Statement is entered into up until the Developer is no longer the Owner of a Lot within Veridian.

Review Expert means a quantity surveyor or other suitable expert to a level and type of qualification, experience and skill as may be required for preparation of the Shared Facilities Review:

(a) as may be agreed between the Owners; or

(b) where the Owners are unable to agree, as appointed by the President of the Institute of Architects (NSW Chapter).

"RSL Lot" means a Lot within the RSL Stratum.

"RSL Stratum" means Lot 1 in DP1251807.

"Schedule(s)" means the schedules or a schedule for this Management Statement.

"Secretary" means the secretary appointed in accordance with clause 3.1.

"Selling Activities" means:

(a) the placing of 'For Sale' or 'For Leasing' signs;

(b) having a sales office;

(c) having display suites or apartments; and/or

(d) conducting any marketing activities to sell or lease Lots.

"Service" means any Service whether existing or proposed and any extension to or augmentation thereof or any part of a Service as contemplated in Schedule 1 of the Act as well as ventilation systems and ducts and stairwell pressurisation systems located within Veridian and on top of the Buildings comprising Veridian.

"Shared Costs" means all expenses in relation to:

(a) the Shared Facilities;

(b) amounts payable to the appointed Strata Manager; and

(c) all other amounts determined by the Management Committee by a Unanimous Resolution to be Shared Costs.

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"Shared Facilities" means the shared facilities in clause 21.1 and Schedule 1.

"Shared Facilities Plan" means the plan in Schedule 4 showing the location of various Shared Facilities.

Shared Facilities Review means a review carried out and by the Review Expert, determining:

(a) the fair allocation of costs and expenses between the Owners in respect of Shared Facilities; and

(b) whether any other structure, facility, service, utility on any Lot ought fairly to comprise a Shared Facility;

(c) whether any contract, arrangement or benefit used or enjoyed by two or more of the Owners should fairly comprise a Shared Cost;

(d) whether any Shared Facility or Shared Cost should no longer be a Shared Facility or Shared Cost; and

where subclause (b) or (c) applies, the fair allocation of costs in respect of that Shared Facility.

"Sinking Fund" has the meaning given to the term "capital works fund" in the Act.

"Strata Manager" means the person from time to time appointed by the Management Committee under clause 13.

"Strata Manager Fee" means the cost of the Strata Manager under this Management Statement not exceeding an amount which would be considered reasonable by an independent member of the NSW Institute of Strata Management experienced in managing a building commensurate with Veridian.

"Stratum Plan" means the plan of subdivision of the Parcel which creates the Commercial Stratum, Residential Retail and the RSL Stratum.

"Strata Scheme" means a strata scheme (as defined in the Act) comprised within the Parcel.

"Special Resolution" means a resolution of the Management Committee in favour of which at least 75% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

"Strata Plan" means a strata plan of a Strata Scheme.

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"Treasurer" means the treasurer appointed in accordance with clause 3.2.

"Unanimous Resolution" means a resolution of the Management Committee in favour of which 100% of the votes of the Members of the Management Committee present and entitled to vote, are cast.

"Veridian" means all the Lots that comprise the Stratum Plan, the Shared Facilities and all open space common property areas located on the Parcel.

1.2 Interpretation

In this Management Statement unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of the Management Statement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) a reference to a natural person includes any corporation or other body corporate or government body and vice versa;

(e) references to legislation or legislative provisions include modifying, consolidating or replacement legislation or legislative provisions;

(f) a reference applying to or binding more than one person will refer to or bind them jointly and each of them severally;

(g) references to months and years means calendar months and years;

(h) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;

(i) if the day on which any act, matter or thing is to be done under or pursuant to this Management Statement is not a Business Day, that act, matter or thing may be done on the next Business Day.

(j) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body;

(k) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Management Statement or any part of it;

(l) references to sections means sections of the Act;

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(m) Words with a capital letter are defined in the Dictionary contained in clause 1.1.

1.3 Provisions to prevail

The provisions of this Management Statement incorporate and are subject to and include the provisions implied by Schedule 4 *Strata Schemes Development Act 2015*, except to the extent this Management Statement provides otherwise.

PART 2 COMPULSORY MATTERS

2 Establishment and composition of the Management Committee and appointment of its office holders

2.1 Establishing Management Committee

The Members must:

(a) establish the Management Committee within three (3) months after this Management Statement is registered; and

(b) continue to always have a Management Committee.

2.2 Members of the Management Committee

The Members of the Management Committee are:

(a) the owner or Owners Corporation of the Strata Plan of the Commercial Stratum; and

(b) the owner or Owners Corporation of the Strata Plan of the Residential Stratum; and

(c) the owner or Owners Corporation of the RSL Stratum.

2.3 Representatives and Substitute Representatives

(a) Each of the Members has the right to appoint one (1) Representative to represent it at meetings.

(b) Each Representative must represent the Member who appointed him or her at Meetings and Emergency Meetings.

(c) An Owners Corporation or other corporation that is a Member of the Management Committee may be represented for the purposes of the Management Committee by a person appointed by, or selected in accordance with, a special resolution or By-Law made by the Owners Corporation or a resolution made by the other corporation.

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(d) Each Member must give to the other Members and the Management Committee written notice of its Representative's address, telephone and facsimile numbers and the name, address and telephone and facsimile numbers of the Representatives who for the time being will represent it at Meetings or Emergency Meetings of the Management Committee.

(e) A Member may at any time give to the other Members and the Management Committee written notice of the name, address, telephone and facsimile numbers of a Replacement Representative.

(f) Anything done by a Representative or a Replacement Representative for the Member that appointed them has the same effect as if the Member undertook such activities.

2.4 Election not to be a Member

(a) An Owners Corporation is not required to be a Member of the Management Committee if the Owners Corporation decides, by special resolution, not to be a Member and all other Members of the Management Committee agree.

(b) A person other than an Owners Corporation, is not required to be a Member of the Management Committee if the person, by written notice to the Management Committee, decides not to be a Member and all other Members of the Management Committee agree.

2.5 Office Bearers

The Management Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

2.6 Who May be Officers

An officer must be:

(a) a Representative;

(b) a Replacement Representative; or

(c) the Strata Manager.

2.7 Officers and Compliance

(a) The Management Committee may appoint a Representative, Replacement Representative or the Strata Manager to one or more of the offices of Secretary, Treasurer or Chairperson.

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(b) An Officer must perform their functions according to this Management Statement, the Act and the directions of the Management Committee.

2.8 Appointing Officers

The Management Committee:

(a) must appoint its Officers within one month after the establishment of the Management Committee;

(b) may appoint new Officers at any time; and

(c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

3 Functions of the Committee and its office holders in managing the building and site

3.1 The Secretary

The functions of the Secretary are to:

(a) convene Meetings and Emergency Meetings;

(b) prepare notices and agendas for Meetings and Emergency Meetings;

(c) prepare and distribute minutes of Meetings and Emergency Meetings;

(d) give notices for the Management Committee;

(e) answer communications sent to the Management Committee;

(f) perform administrative and secretarial functions for the Management Committee;

(g) keep records (other than records which the Treasurer must keep) for the Management Committee according to this Management Statement and the Act;

(h) forward copies of the records prepared under clause 3.1(g) to the Strata Manager, within a reasonable time after they are prepared (if the Secretary and the Strata Manager are not the same person or entity).

3.2 The Treasurer

The functions of the Treasurer are to:

(a) prepare the Budgets and the Financial Statements for the Fund;

(b) prepare (or arrange for the preparation of) financial statements for the Management Committee;

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(c) prepare (or arrange for the preparation of) audit reports;

(d) send notices of the Funds contributions to Members;

(e) collect contributions from Members;

(f) receive, acknowledge, bank and account for contributions and other money paid to the Management Committee;

(g) keep accounting records for the Management Committee; and

(h) provide a copy of the accounting reports prepared under clause 3.2(g) to the Strata Manager, within a reasonable time after the accounting reports are prepared (if the Treasurer and the Strata Manager are not the same person or entity).

3.3 The Chairperson

The Chairperson is to preside at each Meeting and each Emergency Meeting. In the event that the Chairperson does not attend a Meeting or an Emergency Meeting, the Management Committee may appoint another Representative, Replacement Representative or the Strata Manager to preside at the Meeting or at the Emergency Meeting as chairperson.

3.4 Functions of Management Committee

The functions of the Management Committee are to:

(a) make decisions for relevant matters referred to in this Management Statement;

(b) consider any proposal submitted to the Management Committee by any Member;

(c) subject to the Law, consider and determine any other matter which the Members determine by Special Resolution should be considered by the Management Committee;

(d) agree on the Architectural Code for Veridian;

(e) monitor the performance of the Strata Manager;

(f) monitor the performance of the Facilities Manager;

(g) determine, levy and recover contributions for the Fund and make payments from the Fund;

(h) operate, maintain, renew and replace the Shared Facilities;

(i) change or add to the Shared Facilities;

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(j) fairly control the use of the Shared Facilities;

(k) effect insurance according to the Act and this Management Statement;

(l) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this Management Statement;

(m) arrange for the maintenance of Shared Facilities and other contracts so that the insurances required under this Management Statement are not affected; and

(n) comply with the Act and this Management Statement.

3.5 *External Contracts*

The Management Committee may enter into contracts or arrangements or undertakings with third parties to assist the Management Committee to perform the obligations of the Management Committee set out under this Management Statement.

4 The way in which the Management Statement may be amended

4.1 *Proposals*

(a) A Member or the Facilities Manager may submit to the Management Committee a proposal to amend the Management Statement;

(b) A proposal submitted to the Management Committee must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

4.2 *Decisions*

Unless otherwise specified in this Management Statement, a decision to amend this Management Statement must be decided by Unanimous Resolution of the Management Committee.

5 Dispute Resolution

5.1 *Disputes*

The Members must use their best endeavours and good faith to resolve disputes in relation to this Management Statement before they take action under this clause.

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5.2 Notice of Disputes

(a) If a dispute arises in connection with this Management Statement then any Member (including the Strata Manager) may serve on the other Member(s) and the Management Committee a written notice of dispute following which the provisions of this clause apply.

(b) The written notice referred to in paragraph (a) must:

(i) identify the subject matter of the dispute or complaint;

(ii) set out the facts upon which the dispute or complaint is based;

(iii) identify the provisions of the Management Statement relevant to the dispute or complaint;

(iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and

(v) contain any particulars of quantification of the dispute or complaint.

5.3 Management Committee to negotiate

Within 14 days after a Member serves a dispute notice under clause 5.2 the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If the parties cannot agree on a time and place, they must meet at the offices of the Strata Manager at an agreed time, on the day which is 14 days after the dispute notice was served to try to resolve the dispute by negotiation.

5.4 Mediation

If the parties cannot resolve any dispute arising under or concerning this Management Statement by negotiation under clause 5.3 then the parties must first refer the dispute to mediation. The mediator must be appointed by an office bearer of the Australian Commercial Disputes Centre and the parties agree to do all things on their part necessary to enable such mediation to proceed including without limitation all payments payable to the Australian Commercial Disputes Centre and any mediator appointed by that body of their one-half share of any costs incurred with respect to such mediation. The parties must:

(a) mediate the dispute according to the dispute mediation rules of the Law Society of New South Wales, within 14 days after the mediator is appointed by the office bearer of the Australian Commercial Dispute Centre;

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(b) if the parties cannot agree on a mediation timetable or location, then the mediation timetable will be established by the mediator appointed and the location being in Sydney, New South Wales.

5.5 Expert decision

If a dispute cannot be resolved by mediation under clause 5.4 then the dispute may be submitted for final determination to an expert to be agreed upon between the parties or failing agreement by such expert as may be nominated for that purpose by the President for the time being of the New South Wales Law Society.

5.6 Expert instructions

The parties must instruct the expert appointed under clause 5.5 that the expert:

(a) must act as an expert and not as an arbitrator; and

(b) may decide on rules of conduct and enquire into the dispute as that person thinks fit including hearing representations and taking advice from people that person considers appropriate; and

(c) must give a written decision including reasons within one (1) month of being appointed.

5.7 Decision

The experts decision in clause 6.6 is final and binding on the parties to the extent permitted by Law.

5.8 Costs

Unless the person decides otherwise:

(a) each party must pay its own costs in connection with the dispute under this clause 5 and

(b) the costs of referring the dispute to an expert and that experts costs and the cost of enquiries by the expert must be shared equally between the parties.

5.9 Pre - Condition

A party must not begin legal proceedings (other than for an interlocutory, interim or urgent injunction) in connection with a dispute under this Management Statement unless that dispute has first been decided by a person appointed under clause 5.5 or the person appointed under clause 5.5

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has failed to give a decision within a reasonable time after that person's appointment.

5.10 Information confidential

A Member must not divulge any confidential information obtained from another Member under this clause 5 other than to their legal or financial advisers for the purposes of resolving the complaint or dispute or otherwise as required by Law.

6 Allocation of the costs of shared expenses and details of the method used to apportion costs of shared expenses

6.1 Apportioning Shared Facilities Costs

Schedule 2 sets out how much each Member must contribute towards the Shared Costs of the Shared Facilities. The Management Committee must charge Members for Shared Facilities according to Schedule 2. If Schedule 2 does not make a provision for a charge, then each Member must contribute as determined by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be contributed by each Member shall be the Member's Proportion.

6.2 Payment of Shared Costs by Members

Members must pay their proportion of the Shared Costs for Shared Facilities according to Schedule 2 (or according to the determination of the Management Committee if there is no provision in Schedule 2 for that cost). Subject to the description of each Shared Facility in Schedule 1, Shared Costs relating to the Shared Facilities include Shared Costs for:

(a) the maintenance, repair, operating cleaning and replacement of the Shared Facilities;

(b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(c) labour used in the maintenance, repair, operation, cleaning and replacement of the Shared Facilities;

(d) the inspection of Shared Facilities (if applicable) by a Authority; and

(e) the certification of Shared Facilities for the purposes of the Law

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6.3 Paying Contributions

Subject to this clause, the Management Committee must give each Member at least 30 days' notice, called a Payment Notice, before the Fund contribution is due. The Payment Notice must be in writing and must show:

(a) the total contribution to be raised;

(b) the portion of the contribution the Member must pay; and

(c) the date the payment is due.

If the Management Committee has to raise Funds in an emergency, it may give less than 30 days' notice of the contribution.

6.4 Banking money and interest on accounts

The Management Committee must deposit all contributions and other money paid to the Management Committee by Members or otherwise into its bank or building society accounts.

6.5 Drawing from accounts

The Management Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement.

6.6 Late payments

A Member must:

(a) pay the Management Committee interest on any amount the Member owes the Management Committee under this Management Statement but do not pay on time; and

(b) pay interest from (and including) the date on which the payment was due until the date it was paid.

6.7 Interest

The Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft quoted by the bank or building society of the Management Committee.

6.8 Debt

The Management Committee may recover unpaid contributions and other money owed to it under this Management Statement as a debt.

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6.9 Dealing with surplus Funds

If there is surplus money in the Fund at the end of a budget cycle under this clause, the Management Committee may distribute it between the Members in shares decided by the Management Committee. When deciding the shares for the distribution of surplus money according to this clause, the Management Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus Funds. The Management Committee may decide to distribute surplus Funds under this clause only by Special Resolution.

6.10 Adjustments

If there has been an overpayment by a Member, that amount must be credited against the Member's proportion for the next ensuing quarter period.

6.11 Defaulting Member

(a) If a Member fails to comply with a valid Payment Notice that Member is not a Defaulting Member until:

(i) the Management Committee (or the Strata Manager) serves on the Member a further notice containing particulars of the default and requiring the Member to remedy the default within thirty days of service of that notice ("Default Notice"); and

(ii) the Member has failed to pay the money necessary to remedy the default within that time.

(b) The Management Committee (or the Strata Manager) is not entitled to serve on an Member a notice under sub paragraph (a)(i) if:

(i) that Member has served a notice seeking reasonable clarification of an amount in accordance with clause 6.15 and is complying with the requirements of that clause; or

(ii) the Management Committee has failed to comply with its obligations in this clause 6.

6.12 Obligations of Members on Default by an Member

If a Member to whom a Payment Notice has been given is a Defaulting Member, the following apply:

(a) at the time of giving the Default Notice referred to in sub paragraph (b) the Management Committee (or the Strata Manager) must give to the

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Defaulting Member a Default Notice informing the Defaulting Member that it is in breach.

(b) on giving a notice referred to in sub paragraph (a), the money payable by the Defaulting Member may be recovered by the Management Committee from the Defaulting Member as a debt due and owing together with interest at the rate in accordance with clause 6.7, such interest to be computed on a daily basis from the date on which the payment is due until the date upon which it is paid.

(c) while a Member remains a Defaulting Member:

(i) neither it nor its Representative or Replacement Representative on the Management Committee is entitled to exercise a vote at any Management Committee Meeting or any Emergency Meeting;

(ii) the requirement of a quorum in clause 10.1 will be varied to reduce the quorum by deleting the requirements for the presence of a Representative of the Defaulting Member; and

(iii) it is not entitled to request a Meeting or Emergency Meeting of the Management Committee under clause 9.1 or submit a proposal to the Management Committee under clause 15.

6.13 Dispute Shared Costs

If there is a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities, the Member must pay according to the proportion in Schedule 2 (or according to clause 6.2 if there is no provision in Schedule 2 for that Shared Cost). After the Member and the Management Committee resolve the dispute, the Members or the Management Committee must pay any necessary adjustments.

6.14 Dispute – Negotiation, Mediation Arbitration

If a dispute about the proportion of a Member's Shared Costs for a Shared Facility or Shared Facilities is determined under clause 6.6, the negotiator, mediator or expert who determines the dispute must determine any adjustments the Member or the Management Committee must pay.

6.15 Clarification

If a Member requires clarification of an amount it is requested to pay under this Management Statement or a Payment Notice it may within seven (7) days of receipt of a Payment Notice notify the Management Committee (or the

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Strata Manager) that it requires the matter to be clarified, identifying the matters and setting out any facts which need clarification together with any further relevant particulars.

6.16 GST

(a) In this clause 6.16:

(i) "GST", "Input Tax Credit", "Supply", "Supplies", "Taxable Supply" and "Tax Invoice" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*; and

(ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.

(b) The Management Committee must comply with the GST legislation (including lodging Business Activity Statements when required).

(c) The Shared Costs for the Shared Facilities and any other consideration payable under this Management Statement by the Members has not been calculated to include GST.

(d) The Member must pay to the Management Committee, on each date the Member must make payment for a Taxable Supply under this Management Statement, an additional amount equal to the GST payable on the Taxable Supply or component of the Supply for which that payment is made.

7 Review process regarding allocation of costs

7.1 Changing and Adding to the Shared Facilities

(a) The Management Committee may, by Unanimous Resolution:

(i) add Shared Facilities if it identifies new Shared Facilities;

(ii) create new Shared Facilities;

(iii) change existing Shared Facilities;

(iv) change the use of existing Shared Facilities;

(v) modify or replace existing Shared Facilities;

(vi) extend Shared Facilities; or

(vii) determine a charge for a Shared Facility where Schedule 2 does not make provision for a charge.

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(b) The Management Committee may by Special Resolution change the Shared Costs, add new Shared Costs or adjust the division of Shared Costs for Shared Facilities only if:

(i) the Shared Costs for Shared Facilities will be more fairly divided; and

(ii) the fairness of the division of Shared Costs is supported by at least two expert consultants reports (unless all Members agree to waive this requirement).

(c) The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause.

7.2 Changing Facilities – Pre-Conditions

Before the Management Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities the Management Committee must resolve to deal with the Shared Facility under clause 7.1 and at least one of the following must occur.

(a) the Management Committee identifies new Shared Facilities;

(b) the use of Shared Facilities changes;

(c) Shared Facilities are repaired, modified or replaced; or

(d) anything else happens which affects the Shared Costs of the Shared Facilities.

The Members must amend Schedule 1 and Schedule 2 to reflect anything the Management Committee resolves to do under this clause. A copy of the altered Schedule 1 and Schedule 2 must be provided to each Member, within 15 Business Days after such alteration has occurred.

7.3 Review Mechanism

The Management Committee must engage the Review Expert to carry out the Shared Facilities Review:

(a) at least once in each five year period (or more frequently where the Management Committee may require by Unanimous Resolution);

(b) as soon as practicable following any subdivision as contemplated by clause 32; and

(c) as soon as practicable following any change or addition to the Shared Facilities, shared used or enjoyed between one or more of the Owners,.

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7.4 Submissions

Each of the Owners may make written and oral submissions to the Review Expert in respect of the subject matters of the Shared Facilities Review.

7.5 Final & Binding

The Review Expert in undertaking the Shared Facilities Review does so as an expert and not as an arbiter and the Shared Facilities Review will be final and binding on the Owners.

7.6 Variation to Management Statement

Following the Shared Facilities Review, the Owners must jointly and at their shared cost do all things required to:

(a) vary this Management Statement in accordance with the Shared Facilities Review; and

(b) where the Shared Facilities Review arises as a result of a subdivision as contemplated by clause 32 vary this Management Statement in accordance with clause 32.2.

7.7 Disputes

Where there is any dispute between the Owners in respect of the interpretation of the Shared Facilities Review, the Owners must in good faith endeavour to resolve the dispute in accordance with clause 6 of the Management Statement.

7.8 Registration

Each Owner must do all things (including executing all documents and procuring any mortgagee or chargee to execute documents and produce the title) required to effect the registration of a variation of the Management Statement or register a replacement Management Statement to give effect to this clause 7.

8 Service of Notices and other documents on the Management Committee

8.1 Service

A notice, approval, consent or other communication in connection with this Management Statement:

(a) must be in writing; and

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(b) must be left at the address of the addressee, or sent by pre-paid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Members and the Management Committee in accordance with clause 2.3(e) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

8.2 Date when effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

8.3 Receipt of notices

A letter or facsimile is taken to be received:

(a) if posted, on a third day after posting;

(b) if delivered to the party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day; and

(c) if transmitted by facsimile to a party's address and the correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next following Business Day.

8.4 Notices by email

The Management Committee, an owner, a member or any other interested party under this Management Statement may elect to allow receipt of notices by email at any time by providing their email address to the Management Committee to be made available to all other owners, members and interested parties for this purpose.

8.5 Service of Notices on the Management Committee

Notices on the Management Committee may be served upon the Management Committee or the building manager as appointed from time to time.

PART 3 Other Matters

9 Meetings of Management Committee

9.1 Convening Meetings and Delegates

The Management Committee must convene a Meeting:

(a) if the Management Committee decides to hold a Meeting;

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(b) if requested by notice in writing by a Member not being a Defaulting Member setting out the issue or proposal required to be addressed in the Meeting, if the Management Committee receives a notice under this clause 9.1(a) and there is an emergency the Management Committee must hold the Meeting within 14 days or sooner from the day the Management Committee receives the notice from the Member; or

(c) within one (1) month after the establishment of the Management Committee; and

(d) at least every six (6) months.

9.2 Notices

The Management Committee must give each Member at least 10 Business Days written notice of a Meeting, which includes the Meeting agenda and details. In the case of an emergency, shorter notice may be given and the manner of notice may include telephone calls depending upon the circumstances.

9.3 Management Committee Meeting Minutes

The Management Committee must prepare, keep and maintain:

(a) notices of Meetings and agendas for Meetings,

(b) minutes of all Meetings and distribute those minutes to each Member within 14 days of the relevant Meeting.

9.4 Members Rights to Inspect Records

Members, Owners and Occupiers may inspect the Management Committee's records in the following manner:

(a) the Members, Owners or Occupiers must apply in writing to the Management Committee;

(b) must pay the Management Committee the inspection fee prescribed from time to time by the regulations to the Act; and

(c) the Management Committee must allow the Member, Owner or Occupier to inspect Management Committee's records within five (5) Business Days after a request has been made in writing and the payment of the inspection fee under clause 9.4(b).

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10 Quorum

10.1 Quorum

One (1) Representative or Replacement Representative of each Member will constitute a quorum for any Meeting of the Management Committee. If a quorum is not present within half an hour from the time appointed for a Meeting, the Meeting will be adjourned, without the need for further notice, for two (2) business days, to be held at the same time and at the same place notified for the original Meeting. The quorum for the adjourned Meeting will be that number of Representatives present at the time appointed for the adjourned Meeting.

10.2 Decisions in Writing

The Management Committee may make decisions in writing without holding a Meeting if:

(a) the Management Committee serves on the Members according to this Management Statement notice of the Meeting and the motions to be considered by the Management Committee; and

(b) the required Members or the Members have approved each motion within the notice in clause 10.2(a) in writing.

11 Voting

11.1 Voting

Subject to clause 11.2, at all Meetings of the Management Committee a Member is entitled to vote with the vote to its respective Representative.

11.2 Restrictions on voting

The following restrictions apply to the voting at any Meeting or Emergency Meeting:

(a) a Member may only vote on a motion regarding any of the Shared Facilities if:

(i) the Member contributes towards the cost of such of the Shared Facilities; and

(ii) the effect of the motion is to require the Member to contribute towards the cost of such of the Shared Facilities; and

(b) the Chairperson does not have a casting vote.

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11.3 Subdivision of Stratum Lots

The Owner of the Commercial Stratum or the Residential Stratum or the RSL Stratum may subdivide such Stratum by way of strata plan or otherwise without the consent of the Management Committee so long as the subdivision complies with the Law and does not conflict with this Management Statement.

11.4 *Voting Rights*

(a) For the purposes of this Management Statement:

(i) the Residential Stratum shall hold an entitlement of one (1) vote;

(ii) the Commercial Stratum shall hold an entitlement of one (1) vote; and

(iii) the RSL Stratum shall hold an entitlement of one (1) vote.

12 Management Committee decisions

12.1 Decisions

The Management Committee may make decisions:

(a) according to this Management Statement;

(b) by a Resolution or Special Resolution or Unanimous Resolution according to this Management Statement.

12.2 Resolutions Required

A decision of the Management Committee may be made by a Resolution unless otherwise specified in this Management Statement.

12.3 Unanimous Resolution Required

The matters which the Management Committee must decide by Unanimous Resolution are:

(a) amending this Management Statement;

(b) changing the Architectural Code;

(c) changing, adding to or extending the Shared Facilities;

(d) changing, adding or varying the Shared Costs;

(e) changing, adding or varying the portion of Shared Costs levied in Schedule 2;

(f) the repayment of part or in whole of the Funds to Members.

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13 Appointing the Strata Manager

13.1 Appointment of the Strata Manager

The Management Committee may appoint a Strata Manager to manage the Management Committee's functions relating to Veridian. The appointment and terminating the appointment of the Strata Manager under this clause may be by a Resolution.

13.2 Delegation of Functions

Subject to clause 13.3, the Management Committee may delegate its functions and the functions of the Officers to the Strata Manager.

13.3 Restricted Functions

The Management Committee may not delegate the following functions to the Strata Manager:

(a) functions which the Management Committee may exercise only by Special Resolution;

(b) functions which the Management Committee decides by Special Resolution may be performed only by the Management Committee; and

(c) the function to determine and levy the Fund and the Fund contributions on Members.

13.4 Strata Manager Fees

The Strata Manager Fee of the Strata Manager for the term of appointment may be the amount reasonably determined by the Management Committee.

13.5 Strata Manager and Management Committee Contract

The agreement between the Management Committee and the Strata Manager must:

(a) be in writing and be signed by each Member and the Strata Manager;

(b) reserve the power for the Management Committee and the Officers to continue to exercise the functions which the Management Committee delegates to the Strata Manager; and

(c) have provisions regulating the rights of the Management Committee and the Strata Manager to terminate the agreement if a party does not perform their obligations under the agreement.

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13.6 *Strata Manager Obligations*

Subject to this clause, the Strata Manager under an agreement may undertake the following duties, without limitation:

(a) performing the functions of the Secretary;

(b) performing the functions of the Treasurer;

(c) performing the functions of the Chairperson; and

(d) doing anything else that the Management Committee agrees is necessary for the operation and management of Veridian.

13.7 *Strata Manager's Licence*

The Strata Manager must have and keep current at all times the licence required by Law to be a strata managing agent.

14 Facilities Manager

14.1 *Facilities Manager*

Subject to this clause, the Management Committee has the power to appoint and enter into agreements with the Facilities Manager to provide:

(a) for the operation, maintenance, repair and replacement of Shared Facilities; and

(b) for the management and operational services for Veridian.

14.2 *Facilities*

The Facilities Manager may provide services for the Management Committee which Members must pay for according to Schedule 2.

14.3 *Terms of the Agreement*

The term of the initial agreement between the Management Committee and the Facilities Manager must not exceed 12 months (including options to renew the agreement). The term of a new agreement may be for the period reasonably determined by the Management Committee.

14.4 *Facilities Manager's Fee First Year*

The remuneration of the Facilities Manager for the first year of the initial agreement under this clause must not exceed an amount determined by the Management Committee as being the market rate, and may provide separate amounts for facilities management duties and the supervision of service contracts entered into by the Management Committee (or its agent).

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14.5 Facilities Manager's Fees

The remuneration of the Facilities Manager for subsequent years of the initial agreement under this clause or for a new agreement must not exceed the market rate agreed between the Management Committee and the Facilities Manager for performing the duties of the Facilities Manager.

14.6 Agreement

An agreement between the Management Committee and the Facilities Manager must:

(a) be in writing and be signed by each Member and the Facilities Manager; and

(b) have provisions about the rights of the Management Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

14.7 Duties of the Facilities Manager

Subject to this clause, the duties of the Facilities Manager under an agreement may include, without limitation:

(a) managing the maintenance, repair and replacement of the Shared Facilities;

(b) preparing and keeping current a short and long term maintenance, repair and replacement programme for the Shared Facilities,

(c) preparing and keeping current an asset management plan for the Shared Facilities;

(d) performing an annual audit of the Shared Facilities (which are readily accessible to the Facilities Manager);

(e) supervising contracts entered into by the Management Committee or by the Facilities Manager on behalf of the Management Committee; and

(f) doing anything else which the Management Committee considers is necessary for the operation and management of Shared Facilities and Veridian.

14.8 Agent

Under an agreement with the Facilities Manager, the Members may authorise the Facilities Manager to act as their agent and:

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(a) negotiate contracts, including contracts for the operation, use, maintenance, repair and renewal of Shared Facilities; and

(b) enter into contracts on behalf of the Members.

14.9 Services

Under an agreement, the Facilities Manager may provide services to Members, Owners and Occupiers on the terms, and for the cost, agreed between the parties.

15 Submissions to Management Committee

15.1 Proposals

A Member or the Strata Manager may submit to the Management Committee a proposal for one (1) or more of the following:b

(a) maintenance, repair, refurbishment or replacement of any external area of The Veridian.

(b) provision or variation of any Service to or within The Veridian;

(c) amendment of this Management Statement;

(d) the alteration of the external appearance of The Veridian;

(e) repair, renewal or replacement of a Shared Facility;

(f) acquisition of a new Shared Facility;

(g) entry into, variation of or termination of a maintenance agreement or insurance policy;

(h) alteration of the apportionment of the Shared Costs for Members; and

(i) consideration of any other matter to which this Management Statement applies.

15.2 Resolutions

(a) Proposals under clause 15.1(a) to 15.1(h) will require a Unanimous Resolution for determination; and

(b) a proposal under clause 15.1(i) will require a Resolution for determination unless otherwise set out in this Management Statement.

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15.3 Submission of Proposals

A proposal submitted to the Management Committee under clause 15.1 must be in writing and submitted to the Secretary who must then submit copies to each Member's Representative of the Management Committee.

15.4 Not Performed

The Management Committee may do anything in The Veridian which a Member, an Owner or an Occupier should have done under this Management Statement but which they have not done, or in the opinion of the Management Committee, acting reasonably, the Member, Owner or Occupier has not done properly.

15.5 Entry

The Management Committee may enter the affected part:

(a) of The Veridian and stay there for as long as necessary and to do what is required to remedy under clause 15.4; or

(b) in an Emergency.

15.6 Costs

The Member, Owner or Occupier who has not completed properly what it must have done under this Management Statement, is liable to pay the costs of the Management Committee for such works within seven (7) Business Days after such works are completed.

15.7 Liability

The Management Committee is not liable for damage arising out of exercising rights under this clause 15 (except for damage caused by the Management Committee's negligence or the Management Committee's agents or representatives negligence).

16 Architectural compliance

16.1 Architectural Code

The Architectural Code for Veridian helps to preserve the architectural integrity of Veridian. The Architectural Code for Veridian is in Schedule 3 of this Management Statement. The Architectural Code does not bind the Developer and may be unilaterally varied, amended or replaced from time to time by the Developer during the Restricted Period.

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16.2 Architectural Code Compliance

Subject to this Management Statement, the Members, Owners and Occupiers (other than the Developer during the Restricted Period) must:

(a) comply with the Architectural Code for Veridian; and

(b) obtain necessary consents from the Management Committee according to the Architectural Code for Veridian before they carry out works in Veridian or a Lot of Veridian.

16.3 Amending Architectural Code

The Developer has the right to amend the Architectural Code at any time without consent of the Members during the Restricted Period at the Developer's expense.

16.4 No Requirements for Consent – Commercial and RSL

Provided consent from the relevant Authority has been obtained, the Member, Owner and Occupier of a Lot may carry out refurbishment works, fitout and modification to the interior of a Lot or to the Excluded Services without the need for consent from the Management Committee provided the refurbishment works, fitout and modifications comply with the Architectural Code.

16.5 Compliance with clause 16.2

Compliance with clause 16.2 does not relieve any person from an obligation to obtain a consent under the By Laws or from any Authority.

17 Obligations and rights of the Members, Owners and Occupiers

17.1 General obligations of the Members

(a) The Members, Owners and Occupiers must:

(i) ensure the Management Committee is and remains properly constituted in accordance with the Act and this Management Statement;

(ii) ensure the insurance is effected and maintained in accordance with clause 20, the Act and this Management Statement;

(iii) comply with the terms of the Easements;

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(iv) pay any cost incurred as a Shared Costs in the relevant proportions specified in this Management Statement or as determined in accordance with this Management Statement;

(v) ensure the Management Committee is properly constituted.

(vi) comply with the decisions of the Management Committee;

(vii) implement decisions of the Management Committee;

(viii) comply with the By-Laws;

(ix) comply with the Architectural Code for Veridian;

(x) comply with the Act and this Management Statement;

(xi) promptly pay the contributions for the Shared Facilities and other amounts they owe under this Management Statement; and

(xii) effect and maintain the insurance required by this Management Statement and the Act.

17.2 Nature of Member's obligations

(a) The obligations of the Members under this Management Statement are several and not joint and accordingly no Member incurs a liability to another party by reason only of the default of another Member;

(b) Each Member:

(i) must promptly comply with its obligations contained or implied in this Management Statement; and

(ii) is responsible for its own acts and those of its contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its contractors, employees and agents from any costs, claims or liability unless the other Member, its contractors, employees, Representatives or agents have been negligent.

17.3 Maintenance obligations

Except for Shared Facilities, subject to this Management Statement and the Easements, each Member, Owner and Occupier must, at the cost of the Member:

(a) maintain and keep in good repair the part of Veridian owned or occupied by the Member, Owner or Occupier.

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(b) maintain and keep in good repair the external appearance of Veridian owned or occupied by the Member, Owner or Occupier; and

(c) maintain, inspect and operate plant and equipment owned or used exclusively by the Member, Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian Standard.

17.4 Members responsibility

The Members, Owners and Occupiers:

(a) are liable for damages for the loss caused to another Member or Owner or Occupier or a person who must comply with this Management Statement, properly caused by things they do or fail to do (including consequential damage or loss) in occupying or using parts of another Member's property, and

(b) releases the other Member or Owner or Occupier from any costs, claims or liability except costs, claims, or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

18 Budget

18.1 Preparation of Budgets

The Management Committee must prepare a budget for each 12 month period showing how much money or monies will be required for;

(a) operating, maintaining, renewing, insuring and replacing the Shared Facilities; and

(b) any other Shared Costs.

18.2 Timeframe for First Budget

The Management Committee must prepare the first budget within one (1) month after the Management Committee is established.

18.3 What funds must the Management Committee establish

Within one (1) month after the Management Committee is established, the Management Committee must establish:

(a) the Administrative Fund; and

(b) the Sinking Fund.

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18.4 Payments – Fund

The Management Committee must:

(a) use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities such as maintenance costs, operational costs, insurance costs and administrative costs;

(b) use the Sinking Fund to pay for the renewal and replacement of Shared Facilities;

(c) hold Funds in the Sinking Fund in a manner which readily identifies the respective accumulated contributions of each Member, and

(d) deduct expenditure from the Sinking Fund from the respective accumulated contributions of each Member as shown in Schedule 2 (or otherwise by Unanimous Resolution and failing upon obtaining a Unanimous Resolution then the amount to be deducted for each Member shall be the Member's Proportion).

18.5 Preparing Budgets

Subject to this Management Statement, the Management Committee must prepare a budget for each 12 month period showing:

(a) how much money it will need during that period for the Fund; and

(b) the income the Management Committee budgets to receive in that period.

18.6 Budget details

A budget must contain itemised details of:

(a) each Shared Facility and Shared Costs for which a Member is responsible to contribute under the Fund;

(b) the proportion which each Member must contribute to each Shared Facility and Shared Costs; and

(c) the amount of the proportion which each Member must contribute to each Shared Facility and the Shared Costs.

18.7 Budget requirements

The Management Committee must budget enough money to comply with its obligations under this Management Statement and the Act.

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19 Contributions

19.1 Management Committee - contributions

The Management Committee must:

(a) levy Members the contribution it will need for the Fund for each 12 month period. The amount of contributions must coincide with the budget prepared by the Management Committee under clause 18; and

(b) levy the first contribution within one (1) month after the budget has been approved; and

(c) coincide the contribution cycle with the budget cycle in clause 18.

19.2 Procedures for determining contributions

Contributions are due and payable by Members in equal quarterly instalments in advance (or for other periods reasonably determined by the Management Committee).

19.3 12 Month contributions

The Management Committee must decide contributions for each 12 month period at a Meeting.

19.4 Contribution details

The person who convenes a Meeting to determine contributions must include with the notice of the Meeting:

(a) the budget prepared by the Management Committee according to clause 18;

(b) the current Financial Statement prepared by the Management Committee according to clause 19.7(a).

19.5 Insufficient funds

The Management Committee must levy Members additional contributions to the Fund if it cannot pay its debts for a 12 month contribution period.

19.6 Additional Funds Meeting

The person who convenes a Meeting to determine additional contributions must include with the notice of the Meeting a budget prepared by the Management Committee for the remainder of the 12 month contribution period which shows:

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(a) how much money the Management Committee will need for the remainder of the period for the Fund for which the additional contribution will be levied; and

(b) income which the Management Committee knows it will receive for that Fund during the remainder of the period.

19.7 Preparing Financial Statements

Within two (2) months after the end of each 12 month contribution period, the Management Committee must:

(a) prepare Financial Statements for each of its accounts; and

(b) have its accounts audited by a qualified auditor.

19.8 Financial Statements

The Management Committee must prepare Financial Statements for each of its accounts:

(a) from the date of the last Financial Statement to within two (2) months after the next contribution period starts; and

(b) where possible, in time for Members which are Corporations to include in their budgets their portion of costs under this Management Statement.

19.9 Details of Financial Statements

Each Financial Statement(s) must show for the Fund:

(a) details of income and expenditure;

(b) the balance carried forward from the last period;

(c) particulars and amounts of each item of income;

(d) particulars and amounts of each item of expenditure;

(e) the cash in the Fund at the end of the period;

(f) the balance of the Fund;

(g) contribution arrears for each Member;

(h) the amount of credit or debit in the Fund, and

(i) other relevant information.

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20 Insurance and Indemnity

20.1 Required Insurances

(a) The Management Committee must effect and maintain insurances for:

(i) the full insurable value of the structure of Veridian in accordance with the Act; and

(ii) Public Liability insurance for liability not less than $20,000,000.00 for any one claim or such higher amount as the Management Committee may determine by Resolution; and

(iii) machinery breakdown insurance for the Shared Facilities plant and equipment which is not covered under warranty; and

(iv) workers' compensation insurance if required by Law; and

(v) increased costs during the period of insurance.

(b) All policies are to be taken out with an Approved Insurer in the names of the Management Committee, and, if applicable, any mortgagees in possession holding under a registered mortgage for their respective rights and interests.

(c) Duplicate copies of all policies and all renewal certificates and endorsement slips are to be held by the Management Committee (or the Strata Manager) and certified copies must be supplied to each Member upon request.

(d) The Management Committee must reassess the full insurable value of the structure of Veridian at least once every consecutive three (3) year period from the date of registration of this Management Statement.

(e) The Management Committee must effect as a Shared Cost office bearers liability cover for all Representatives and Replacement Representatives Members of the Management Committee.

20.2 Valuation

The Management Committee must have Veridian valued for insurance purposes at least every three (3) years from the date this Management Statement is registered or such other period as is prescribed by the Act. The valuation must be done by a qualified valuer or quantity surveyor who has:

(a) a minimum of seven (7) years' experience; and

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(b) experience in valuing for insurance purposes project properties like Veridian.

20.3 Insurance records

The Management Committee must keep with its records all duplicate or certified copies of the insurance policies, renewal certificates and endorsements for insurances it effects under this Management Statement.

20.4 Basis of Apportionment

Premiums for the Insurance are to be paid by the Members in the proportions set out in Schedule 2.

20.5 Total or Partial Destruction of Veridian

In the event of Veridian or any part of Veridian being totally destroyed or so extensively damaged as to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

(a) the Members will, from the insurance money available and to the extent this may be insufficient from their own money in the relevant proportions, reinstate Veridian or that part of Veridian substantially in accordance with its original design and the Architectural Code for Veridian or that part of Veridian; or

(b) if the Members by Special Resolution agree that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that design, then the Members will from the insurance monies available and to the extent that this may be insufficient from their own monies, in the relevant proportions stipulated in Schedule 2, prepare the land for the new building and then construct Veridian or that part of Veridian in accordance with the agreed plans and specifications, or

(c) if the Members by Unanimous Resolution agree that:

(i) Veridian or that part of Veridian is not to be reinstated; and

(ii) Veridian or that part of Veridian is not to be rebuilt to a different design, the Members will promptly demolish Veridian or that part of Veridian and clear the land or that part of the land of all improvements, structures, rubbish and debris and following the demolition clearance being carried out to the satisfaction of the Members then no Member will have a claim against another Member.

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(d) If the Members acting reasonably are unable to reach agreement under sub paragraphs (b) or (c) then sub paragraph 20.5(a) must apply.

20.6 Insurance not to be Avoided

A Member must not at any time do, permit or omit or suffer to be done, committed or omitted any act, matter or thing upon Veridian or to bring or keep anything on Veridian so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Member promptly pays all additional premiums required.

20.7 Indemnity

Each Member agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Member's property in Veridian, those parties will:

(a) do so at their own risk; and

(b) release to the extent not excluded by Law that other Member, its agents, contractors, employees and servants from any:

(i) claims and demands of any kind;

(ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near that other Member's property or Veridian,

unless the damage, death or injury is caused by the negligence of that other Member or its agents, contractors, employees, members or servants.

21 Shared Facilities

21.1 What are Shared Facilities?

A number of facilities and services in Veridian are used by two (2) or more Members. These facilities are called the Shared Facilities. The Shared Facilities include:

(a) the Shared Facilities (with a description of each) in Schedule 1;

(b) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service one Member's part of Veridian;

(c) any rooms or areas in which Shared Facilities are located;

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(d) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(f) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

(g) the inspection of Shared Facilities (if applicable) by an Authority; and

(h) the certification of Shared Facilities for the purposes of the Law.

21.2 Management of Shared Facilities

Subject to this Management Statement, the Management Committee must operate, manage, control, maintain, repair and replace the Shared Facilities. The Management Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.

21.3 Who may use Shared Facilities?

This Management Statement may specify which Members and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility. If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Member, Owner and Occupier according to this Management Statement.

21.4 Using approved contractors

Many of the Shared Facilities in Veridian are highly technical and affect other components in Veridian. As a result:

(a) the Shared Facilities, the Shared Facilities building works and Shared Facilities Services must be maintained to a high standard; and

(b) only contractors approved by the Management Committee may do structural building works and maintain or replace the Shared Facilities.

21.5 Contractors Used

The Management Committee must:

(a) appoint and make sure that contractors approved by it are always available to maintain the Shared Facilities and do structural building works; and

(b) give each Member a list of current approved contractors.

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21.6 Approving Contractors

The Management Committee may make a decision to approve a contractor in its absolute discretion. The Members, Owners and Occupiers must use approved contractors for all work described in this clause.

21.7 Damage to Shared Facilities

A Member, an Owner or an Occupier must:

(a) use Shared Facilities only for their intended purposes;

(b) immediately notify the Management Committee if they know about damage to or a defect in a Shared Facility; and

(c) compensate the Management Committee for any damage to any Shared Facilities caused by them, their visitors or persons doing work in Veridian on their behalf.

21.8 Management Committee and Contractor Access

(a) In addition to any rights at Law, the Management Committee and its employees and contractors may access any part of a Lot or Common Property to operate, inspect, test, treat, use, maintain, repair or replace Shared Facilities and otherwise to comply with this Management Statement.

(b) In exercising its rights referred to in clause 21.8(a) the Management Committee must:

(i) give reasonable prior notice to the relevant Lot Owner (excepting in an emergency situation if it is not practical to do so);

(ii) not unreasonably interfere with the quiet enjoyment of the Lot depending upon the circumstances; and

(iii) make good any damage to a Lot occasioned by this access.

22 Security

22.1 Security control at Veridian

Security of Veridian is important to all Members, Owners and Occupiers. To maintain an integrated security system, this Management Statement regulates access and security issues and the use of security equipment (e.g. the provision of security keys).

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22.2 Restricting access to parts of Veridian

The Management Committee may:

(a) close off or restrict access to Members, Owners and Occupiers to parts of Veridian to which they do not require access to get to a Lot which they own or occupy; and

(b) subject to this Management Statement, restrict access to the Shared Facilities.

(c) secure doors or gates in Veridian between the hours it determines are appropriate to preserve the security of Veridian and to protect Owners and Occupiers and their property

(d) not restrict access to a Strata Scheme without the consent of the Owner's Corporation for that Strata Scheme.

23 Powers of the Management Committee to act on behalf of the Members

23.1 Powers

Each Member agrees that the Management Committee (or a person appointed by the Management Committee) may act as agent for all the Members and take legal proceedings about:

(a) the failure of a Member to pay Fund contributions; and/or

(b) the failure of an Member or Owner or Occupier to comply with their obligations under this Management Statement.

23.2 Attorney

Each Member appoints the Management Committee as its agent and attorney to enable the Management Committee or a person appointed by the Management Committee to take any action authorised by a Resolution made by the Management Committee according to this Management Statement.

23.3 Member

This clause does not prevent a Member from taking legal proceedings in its own name.

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24 Consents by the Management Committee

24.1 Consent

The Management Committee may give consents under this Management Statement at a Meeting or an Emergency Meeting. Unless a clause states otherwise, the Management Committee may give consents under this Management Statement by Resolution.

24.2 Conditions

The Management Committee may make conditions if it grants consent under this Management Statement.

24.3 Revoked Consent

The Management Committee may revoke its consent if the person who has been granted the consent does not comply with:

(a) conditions made by the Management Committee when it granted the consent; and

(b) the clause under which the Management Committee granted the consent.

25 Owners Corporations By Laws

25.1 Changing By Laws

An Owners Corporation may change, alter, cancel or amend the By-laws for its Strata Scheme, provided:

(a) the Owners Corporation must consult with the Management Committee prior to making the alteration, amendment, change or amendment to the by-law; and

(b) the alteration, amendment, change or amendment to the By-law must not conflict with this Management Statement.

26 Car Park

(a) Some areas of the Car Park and the car parking facilities in Veridian are a Shared Facility and are subject to Shared Costs which are apportioned and levied in accordance with Schedule 2.

(b) The Owner or Occupier of a Lot who is allocated a Car Space for that Lot must:

(i) park only in the Car Space allocated to the Lot;

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(ii) only drive in the direction indicated by arrows in the Car Park;

(iii) when driving a motor vehicle in the Car Park not exceed the speed of 10 kph;

(iv) co-operate with other Lot Owners or Occupiers in the Car Park; and

(v) keep the Car Space clean and tidy.

(c) The Owner or Occupier of a Lot who is allocated a Car Space and the rights to the Car Park must not;

(i) park vehicles greater than size of the Car Space;

(ii) use the Car Space of another Owner or Occupier of a Lot; or

(iii) create any noise within the Car Park or in the Car Space which is likely to interfere with the peaceful enjoyment of Owner or Occupier of another Lot or of any person lawfully using the Car Park;

(iv) assign the security keys, access keys and necessary access devices for the Car Park without the consent of the Management Committee;

(v) assign, lease or licence the Car Space within the Car Park without the consent of the Management Committee, which may not be unreasonably withheld.

(d) The Management Committee must:

(i) maintain, clean and service the Shared Facility areas, including the mechanical ventilation, water sumps, access system, entrance gates and ramp;

(ii) provide adequate security for the Car Park;

(iii) issue each Owner or Occupier who has a Car Space in the Car Park access keys, security keys and necessary access devices for the Car Park.

(e) The Management Committee may charge an Owner or an Occupier of a Lot a fee, charge or bond for the issue of access keys, security keys and necessary access devices for the Car Park under clause 26(c).

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(f) The Owners and Occupiers of a Lot must notify the Management Committee properly if an access key, security key or necessary access device is lost or misplaced by the relevant party.

(g) The Management Committee, Owners and Occupiers of a Lot acknowledge the rights of the Owners and Occupiers of each other Lot to use the Shared Facilities, including the mechanical ventilation, water sumps, fire control devices which are contained in easements for the Car Park created under the *Conveyancing Act 1919* (NSW).

27 Use of Veridian in relation to movement of stock, goods, furniture

(a) An Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to or from the Lot through Veridian or the Car Park, without sufficient notice to the Strata Manager or the Facilities Manager. The Strata Manager has the absolute discretion to limit such movement of furniture, large objects or deliveries to a specific time, so to limit the inconvenience to an Owner or Occupier of another Lot.

(b) An Owner or Occupier of a Lot transporting items as specified in subparagraph (a) must use the protective material required to be used by the Strata Manager or Management Committee, when transporting any item in or across or through Veridian.

(c) The Management Committee may resolve by Special Resolution that furniture, large objects or deliveries to and from the Lot are to be transported through or on Veridian (whether in the building or not) in a specified manner.

(d) If the Management Committee has specified, by Special Resolution, the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier of a Lot must not transport any furniture, large object or deliveries to and from the Lot through or on Veridian except in accordance with that Special Resolution.

28 Garbage disposal

(a) Subject to all the requirements of Council, each Owner or Occupier must ensure the removal of garbage from the Lot on a regular basis.

(b) Garbage may be stored or disposed of by each Owner or Occupier in the Garbage Disposal Area until collection.

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(c) The Management Committee must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, must incorporate or address:

(i) permitted means, times and regularity of disposal;

(ii) disposal routes;

(iii) permitted pick-up areas (if any);

(iv) location of garbage removal;

(v) storage of garbage;

(vi) containment of garbage;

(vii) regularity of garbage removal;

(viii) washing of bins;

(ix) segregation of recycling from general garbage; and

(x) special garbage requirements generally.

(d) and may also incorporate or address other matter as determined by the Management Committee from time to time.

(e) The Management Committee must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Management Committee, to:

(i) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;

(ii) clean the Garbage Disposal Area on at least a weekly basis; and

(iii) conduct daily inspections of Common Property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until collection.

(f) An Owner or Occupier must:

(i) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;

(ii) drain and securely wrap in an impermeable material all garbage and store garbage in the Garbage Disposal Area until collection;

(iii) not dispose of any liquid substances in the Garbage Disposal Area;

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(iv) dispose of recyclable material in recycling bins in the Garbage Disposal Area;

(v) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots; and

(vi) comply with the garbage removal rules, including any garbage removal system put in place by the Management Committee.

(g) The Management Committee must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.

(h) Each Owner must display in its lot at all times a copy of the current garbage removal rules of the Management Committee, including details of the garbage removal system.

(i) Each Owner acknowledges and agrees that this by- law is required by Council and it must be maintained at all times and cannot be revoked or amended unless Council expressly agrees otherwise.

29 Awning Signage

(a) An Owner or Occupier of a Lot in the Commercial Stratum may place a sign hanging down from the Awning, immediately adjacent to such Lot subject to first obtaining the consent of the Management Committee which consent must be provided where such signage:

(i) describes the business which is operating from the Lot;

(ii) the sign is made of new material;

(iii) has been consented to by all relevant Authorities.

(iv) the dimensions of the sign are no more than 1.5 metres at the top x 0.4 metres down from the top :

(v) the top of the sign at no point is lower than 0.2 metres from the underside of the Awning: and

(vi) the sign must be illuminated.

(b) Prior to the Management Committee consenting to a sign referred to in subparagraph (a), the Management Committee may require the relevant Owner of the Lot to provide an indemnity to all other Owners in Veridian for any loss, damage, interest or cost that may be suffered by any other Owner as a consequence of such sign.

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(c) Any sign consented to by the Management Committee pursuant to subparagraph (a) must be maintained and repaired at all times by the Owner of the Lot immediately adjacent to such sign, otherwise the sign must be immediately removed by that Owner at the direction of the Management Committee (or the Management Committee may procure its removal at the cost of that Owner).

30 Restricted Period

(a) During the Restricted Period and without the consent of the Management Committee, the Developer may (or may procure to):

(i) undertake any construction or demolition work on the Parcel;

(ii) install temporary services or disconnect services;

(iii) augment or change the location of Shared Services;

(iv) place temporary signs, structures, building material, fences, plant and equipment including cranes, hoardings and/or scaffolding;

(v) create construction noise and interference for the purposes referred to in clause 30(a); and

(vi) access any part of the Parcel for the purposes referred to in this clause 30(a).

(b) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the matters referred to in clause 30(a) and in applying for such consents the Management Committee, if required, must promptly evidence its consent to such application(s).

(c) In relation to the matters referred to in clauses 30(a)(ii), (iii) and (vi), the Developer must provide the Management Committee with reasonable notice (except in an emergency when no notice is required) of its requirement to avail itself of these clauses and the detail of what the Developer intends to do.

(d) During the Restricted Period the Developer may (or may procure to) carry out Selling Activities anywhere within Veridian without the consent of the Management Committee.

(e) The Developer must obtain all appropriate consents from all necessary Authorities to undertake the Selling Activities referred to in subparagraph (d) and in applying for such consents the Management

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Committee, if required, must promptly evidence its consent to such application(s).

31 Strata Subdivisions

31.1 Strata Plan

Where an Owner (**Former Lot Owner**) registers a Strata Plan in respect of its Lot (**Former Lot**):

(a) the Former Lot Owner's Representative on the Management Committee immediately vacates its appointment;

(b) the Owners Corporation of the Strata Scheme of the Former Lot will be entitled to appoint a Representative to take the place of the Former Lot Owner's Representative on the Management Committee and vote in accordance with this Management Statement;

(c) the Owners Corporation of the Strata Scheme of the Former Lot will be liable for all of the Former Lot Owner's contributions and the payment of all monies previously required by the Former Lot Owner under this Management Statement;

(d) except as set out in clause 31.1(b) and 31.1(c) all references to the Former Lot will be deemed to be a reference to all land comprising in the Strata Scheme for the Former Lot; and

(e) all Owners with an interest in the Lot in the Strata Scheme of the Former Lot will otherwise be bound by this Management Statement.

32 Subdivision

32.1 Volumetric Subdivisions

If the Owner or the Owners Corporation of a Lot proposes at any time to subdivide its lot (or part of it Lot) to create two or more lots other than by way of strata subdivision or leasehold subdivision (**Subdivision**), each Owner must:

(a) give its consent to the proposed Subdivision;

(b) obtain consent from any party connected to the Owner or the Owner's Lot which is required for the Subdivision (such as a mortgagee and/or tenant); and

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(c) do all things reasonably necessary, including signing all documents and passing resolutions, to allow registration of the plan and ancillary instruments giving effect to the Subdivision.

32.2 Variation of Management Statement

(a) Consent to the Subdivision may, at the discretion of the Management Committee, be subject to a Shared Facilities Review in accordance with clause 7.

(b) In the event that a Shared Facilities Review is required for the Subdivision, the Management Committee will procure this Management Statement is amended and/or replaced (if so required) so that:

(i) the details of the additional lot or lots created pursuant to the Subdivision of the Former Lot (each a **New Lot**) are included in this Management Statement in the same manner as the existing Lots subject to any appropriate changes;

(ii) for completeness, references to the Former Lot are removed from this Management Statement; and

(iii) the liabilities of the Owner of the Former Lot under this Management Statement are apportioned in accordance with the Review Expert's determination under the Shared Facilities Review.

32.3 Voting

For clarity, each Owner of a New Lot will upon virtue of the Subdivision become:

(a) a member of the Management Committee, and

(b) an Owner,

for the purposes of voting and otherwise for the purposes of this Management Statement and each Owner of a New Lot shall be entitled to one vote.

33 Building A Rooftop Services and Access

33.1 Building A Rooftop Use

(a) The common property rooftop space of Building A (**Rooftop Area**) shall form part of the shared facility under this Management Statement subject to the terms of this by-law.

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(b) The Rooftop Area shall be used by the RSL Lot and the Residential Lot for the purposes of installation, service and maintenance of certain facilities that solely service particular lots. As a result, the entire Rooftop Area must be accessible by the RSL Lot and Residential Lot.

(c) As the Rooftop Area comprises part of the Residential Lot, the Parties acknowledge that the RSL Lot may access the Rooftop Area either:

(i) through the fire stairwells available; or

(ii) by use of the lift from ground level to level 11 of Building A and then the use of the fire stairwell.

(d) The Residential Lot may put in place reasonable rules in relation to notice and use requirements for the RSL Lot utilising the lift provided that such rules do not impinge upon any rights of the RSL Lot under this Management Statement.

(e) If, during the accessing of the Rooftop Area any damages is caused then the party accessing (or the Owner upon who's authority the party is accessing the Rooftop Area) must promptly make good at its own cost any such damage and where such damage is not made good within a reasonable period of time then the Management Committee may undertake the necessary make good and recovery the costs of doing so from the Lot Owner as part of the levies otherwise recoverable under this Management Statement or as a liquidated debt in its discretion.

33.2 RSL Lot - Exclusive Use to parts of the Rooftop Area

(a) The RSL Lot shall have the benefit of the exclusive use of that part of the Rooftop Area marked "A" in the plan attached at Schedule 5 for the purposes of installation, maintenance and repair and replacement as necessary of a solar electricity bank of solar panels and related cables, conduits, pipes and other materials.

(b) The RSL Lot shall have the benefit of the exclusive use of that part of the Rooftop Area marked "B" in the plan attached at Schedule 5 for the purposes of installation, maintenance and repair and replacement as necessary of a air-condition condenser systems and related cables, conduits, pipes and other materials.

(c) The parties acknowledge and agree that all equipment will at all times be and remain the property of the RSL Lot alone and all costs, claims and expenses will at all times remain the sole responsibility of the RSL Lot and the RSL Lot indemnifies the Residential Lot in relation to all

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costs, claims and expenses suffered by the Residential Lot, other than as set out in this Management Statement or otherwise to the extent it is caused or contributed to by the negligent or wilful act or omission of the Residential Lot.

33.3 Service Shafts

The parties acknowledge that the service shafts servicing the Rooftop Area shall be a shared facility under this Management Statement for the benefit of the RSL Lot and Residential Lot and in particular to allow the RSL Lot to connect services located upon the exclusive use areas on the Rooftop Area benefiting it to other localised services through cables, conduits, pipes and other materials.

PART 4 The provisions of this Strata Management Statement incorporate and are subject to the provisions imposed by clause 5 Schedule 4 Strata Schemes Development Act 2015 except to the extent this Strata Management Statement provides otherwise.

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Execution

Registered Proprietor

Executed by Kogarah RSL Club Limited)
ACN 001 032 365 in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth) by:)
)

Signature of Director

Signature of ~~Director~~/Secretary

Brian Brown

Print name of Director

5/4/19

Grant Amer

Print name of ~~Director~~/Secretary

5/4/19

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ePlan

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Mortgagee

Executed by Bluestone Capital Ventures (Kogarah) Pty Limited ACN 169 822 477 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Sole Director and Sole Secretary

Stephen Grant

Print name of Sole Director and Sole Secretary

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Mortgagee

Signed, sealed and delivered for and on behalf of **Australia and New Zealand Banking Group Limited** ACN 005 357 522 by its attorney under a Power of Attorney and the Attorney declares that the Attorney has not received notice of the revocation of such Power of Attorney in the presence of:

Power of Attorney
Dated: 18 / 11 / 2002
Book: 4276
No.: 410

Signature of Witness

Signature of Attorney

ASHOK KRISHNAN

Print name of Witness

ANDREW LYALL

Print name of Attorney

242, PITT STREET, SYDNEY

Address of Witness NSW, 2000

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Schedule 1 List of Shared Facilities

SF	Shared Facility	Description
1.	**Gas Meter Room**	The gas meter room is marked on the Shared Facilities Plan. This includes: • the master data logging system for the gas supply to all components of Veridian; • main gas regulator; • gas pipes, wires, cables and ducts exclusively servicing Shared Facilities; • ventilation; • lighting and electricity consumption for this room; • gas pipes, wires, cables and ducts that service more than one component of Veridian; and • cleaning. This Shared Facility excludes: • costs for gas consumption; • gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier; and • gas meters located inside apartments, suites or a stratum lot.

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SF	Shared Facility	Description
2.	**Main Switch Room**	This room is marked on the Shared Facilities Plan. This includes: • electrical wires, cables and ducts exclusively servicing Shared Facilities; • switchboard; • ventilation system; • lighting and electricity consumption for this room; • electrical wires, cables and ducts that service more than one component of Veridian; and • cleaning. This excludes: • costs for electrical consumption other than electricity consumed in the main switch room, and • electrical wires, cables and ducts that are for the exclusive use of a Member, an Owner or an Occupier.
3.	**Substation**	The substation is marked on the Shared Facilities Plan. The electrical substation includes, without limitation, the building structure and fabric comprising the substation. This excludes: • the electrical transformers and other equipment servicing the electrical substation that are the property of Energy Australia; • lighting; and • cleaning costs.

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SF	Shared Facility	Description
4.	Insurance	Costs for insurance include, without limitation: • building insurance premiums, and • public liability insurance; and • premiums under other policies effected by the Management Committee according to the management statement; and • excess on insurance policies effected by the Management Committee; and • valuations of the building for insurance purposes; and • insurance broker fees; and • office bearers premium for members of the Management Committee as well as members of any owners corporation forming part of Veridian. other costs incurred by the Management Committee to effect an insurance policy or under an existing insurance policy.

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SF	Shared Facility	Description
5.	**Garbage Holding and Compaction Area and Paper Bale Store and Removal Service**	The Garbage Holding and Compaction Area is marked on the Shared Facilities Plan. This includes: • electricity (see note below); • electric hot water heaters; • hose taps and connected hoses; • the cost of garbage compaction and removal; • any compaction plant and equipment including its repair and maintenance. • any paper baling equipment including its repair and maintenance; • ventilation system for the area; • garbage bins and receptacles located in the area. • water costs; • maintenance and repair of roller shutters and motors if applicable; and • cleaning costs. This excludes costs incurred to transport garbage and recyclable materials to the garbage holding and compaction area by the Members, Owners or Occupiers.
6.	**Loading Dock Area**	The loading dock area is marked on the Shared Facilities Plan. This includes: • lighting costs and electricity; • hose taps and connected hoses; • ventilation system for the area; • cleaning costs; and • line markings and signage.

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SF	Shared Facility	Description
7.	**Roller Shutters and Security Gates (Loading Dock)**	The Roller Shutters and Security Gates (including any associated motors) marked on the Shared Facilities Plan. This includes: • repair and maintenance of the roller shutters and security gates (including their motors); and • electricity. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
8.	**Roller Shutters and Security Gates (Basement)**	The Roller Shutters and Security Gates (including any associated motors) marked on the Shared Facilities Plan. This includes: • repair and maintenance of the roller shutters and security gates (including their motors); and • electricity. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
9.	**Fire Stairs and Fire Corridors**	The Fire Stairs and Fire Corridors located throughout all buildings in Veridian (regardless of whether they are marked on the Shared Facilities Plan. The Fire Stairs and Fire Corridors may only be used for fire evacuation or testing purposes. This includes: • cleaning; and • lighting. This also includes access to and from the fire stairs. The electricity to the Fire Stairs and Fire Corridors are serviced from the Strata Plan to which they are connected and the relevant Strata Plan will be responsible for the electricity costs.

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SF	Shared Facility	Description
10.	**Mail boxes**	The Mailboxes are marked SF10 on the Shared Facilities Plan. This includes: • maintenance and repairs; • lighting, and • cleaning This also includes access to and from the mailboxes using the most direct route or a route nominated by the Management Committee, from, time to time.
11.	**Open Space Areas**	The open space areas are marked SF11 on the Shared Facilities Plan. This includes: • signage; • cleaning; • lighting, electrical power; and • general repair and maintenance.
12.	**Facility Manager's Office and Store Room**	The Facility Manager's Office and Store Room are marked SF12 on the Shared Facilities Plan. This includes: • repairs and maintenance; • consumables; • furniture and FF&E, computers including replacement; • cleaning; and • electricity costs.

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SF	Shared Facility	Description
13.	**Bike Racks**	The bike racks are marked SF13 on the Shared Facilities Plan. This includes: • Repairs and maintenance; and • Lighting and electricity This includes access to and from the bike racks using the most direct route or the route nominated by the Management Committee from time to time.

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SF	Shared Facility	Description
14.	**Fire Control Systems etc**	The fire system is an integrated system located throughout Veridian generally regardless of whether or not they are marked SF14 on the Shared Facilities Plan. It includes without limitation, each of the following items, whether or not marked on the Shared Facilities Plan: • fire hydrant system, which includes all booster pumps, valves, pipe work and tanks associated with the fire hydrant system; • the sprinkler system including all booster pumps, valves, tanks, pipe work and electrical components that form part of the fire sprinkler system; • emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components; • the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; • emergency and exit lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; • fire indicator panel and mimic panel together with their associated electrical components (including fans and ducting work); • ventilation system to fire control plant area; • stair pressurisation systems; • Separate smoke control; • fire control equipment, and • the fire stairs providing access to open space. The fire system also includes the cost to comply with any obligations of the Management Committee regarding fire certification and safety. The fire system does not include additional fire safety equipment or services installed in Veridian by a Member, Owner or Occupier.

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SF	Shared Facility	Description
15.	**Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts**	The Fan Rooms for Car Park Exhaust and Supply Systems and Ducts whether or not marked SF15 on the Shared Facilities Plan. This includes: • electrical wires, cables and ducts; • fans; • motors; • the garage exhaust system to the point of discharge and air supply systems; • cleaning; and • electricity and lighting costs.
16.	**Strata Management Services**	Strata management services include the services provided by the Strata Manager appointed by the Management Committee. Costs for strata management services include, without limitation: • management fees and other fees that the Management Committee must pay the Strata Manager according to their agreement; • other costs incurred by the Management Committee according to its agreement with the Strata Manager; • audit fees incurred by the Management Committee; and • costs incurred by the Management Committee to maintain its records (including its financial records) according to this management statement.
17.	**Domestic Cold Water Mains and Sewer Mains**	The Domestic Cold Water Mains and Sewer Mains. Hydraulic infrastructure excludes: • costs for water consumption; and • water and sewer pipes that are for the exclusive use of a Member, an Owner or an Occupier.

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SF	Shared Facility	Description
18.	**Security Systems**	Security systems generally include all security items giving access to Shared Facilities and vehicular access into the Common Property at ground level and the basement levels of Veridian. In particular, security systems include: • security keys (and equipment for encoding security keys); • security cameras in Common Property at ground level and basement levels and Shared Facilities; • security equipment (for example, computers, monitors) monitoring security cameras in Common Property at ground level and basement levels or Shared Facilities; and • the security access card reader located at the entrance to Veridian, the residential lobbies and the car park.
19.	**Facilities Management Services**	Facilities Management Services include the services provided by the Facilities Manager appointed by the Management Committee. Costs for facilities management services include, without limitation: • management fees and other fees that the Management Committee must pay the Facilities Manager according to their agreement: and • other costs incurred by the Management Committee according to its agreement with the Facilities Manager.
20.	**MDF Room**	The MDF (main distribution frame for telecommunications) is marked on the Shared Facilities Plan. It is located on the ground level This includes: • all telephone equipment other than the property of the service; • all wiring; • all lighting and electricity consumption for the room; and • ventilation.

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SF	Shared Facility	Description
21.	**Subsurface Drainage System**	The Subsurface Drainage System is marked on the Shared Facilities Plan. This includes pump out chambers, pumps, cabling, rising mains, electricity, maintenance and repairs.
22.	**Hydraulic Plant Room**	The Hydraulic Plant Room is marked on the Shared Facilities Plan. This includes: • pump assemblies, • valves and piping; and • lighting and electricity costs. This excludes: • costs for water consumption; and • water pipes that are for the exclusive use of a Member an Owner or an Occupier.
23.	**Surface Water Drains**	Surface Water Drains. This includes: • regular cleaning; • unblocking; and • repair and maintenance of grates.
24.	**Building Structure, Perimeter and Retaining Walls**	This includes all footings, columns, beams, slabs, perimeter walls and retaining walls and other structural elements located on basement levels and open areas at ground level which support the buildings that comprise Veridian. This includes structural repairs and structural maintenance (but not ordinary maintenance and repairs such as painting and cleaning), waterproofing and replacement where necessary.

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SF	Shared Facility	Description
25.	**Ramps and Basement Circulation Areas**	The Ramps and Besement Circulation Areas including all ramps, aisles, driveways and other open circulation areas. This includes. • line marking on the ramps and circulation areas (excluding individual car spaces); • cleaning; • repair and maintenance excluding structural repairs and maintenance, • lighting; • signage in the driveways and ramps; and • electricity. This also includes access to and from the car park using the most direct route or the route nominated by the Management Committee from time to time.
26.	**Lighting in Open Areas of the Basement Levels including Ramps**	Lighting in Open Areas of the Basement including Ramps is located throughout all open areas of the basement levels including above car parking spaces but excluding where it is located in closed rooms and lift lobbies in the basement levels. This includes: • Lighting fittings (repairs, maintenance and replacement; • Electrical wires to the light fittings, • Electricity consumption of the lights; and • Replacement of light tubes, globes and starters
27.	**Building (A) Roof**	Roof space including all maintenance and repair.

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SF	Shared Facility	Description
28.	**Cleaning**	Cleaning of shared areas This includes : • Lighting fittings • Awnings • Pathways • Common areas that are shared • Carpark and basement areas including loading dock • Signage
29.	**OSD**	On-Site Detention Tanks for the retention of stormwater and water for fire fighting purposes.
30.	**Awnings**	Awnings that cover the area on Railway Parade and Blake Street.
31.	**Electricity**	Consumption of electricity for shared areas as noted above.
32.	**Evacuation & Emergency Plan**	Preparation , review and maintenance of Emergency Evaluation Plan for the site.
33.	**Fall Arrest & Anchor Points**	Maintenance of anchor points on roof of Building A and B and where exist on podium for the safe access of maintenance personnel
34.	**Pest Control**	Vermin and Pest control over shared areas.

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Schedule 2 Shared Costs

SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
1	Gas Meter Room	0%	50%	50%	Members Proportion as a percentage of usage
2	Main Switch Room	5%	50%	45%	Members Proportion as a percentage of usage
3.	Substation	5%	50%	45%	Members Proportion as a percentage of usage
4.	Insurance	3%	88%	9%	Distribution based on the relative proportion of the replacement cost of each Members Lot
5	Garbage Holding and Compaction Area and Paper Bale Store and Removal Service	5%	95%	0%	Members Proportion as a percentage of occupancy
6.	Loading Dock Area	5%	50%	45%	Members Proportion as a percentage of usage
7.	Roller Shutters and Security Gates (Loading Dock)	5%	50%	45%	Members Proportion as a percentage of usage
8.	Roller Shutters and Security Gates (Basement)	0%	60%	40%	Members Proportion as a percentage of usage
9.	Fire Stairs and Fire Corridors	8%	75%	17%	Members Proportion as a percentage of floor area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
10.	Mail boxes	5%	90%	5%	Members Proportion as a percentage of area and use

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SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
11.	**Open Space Areas**	0%	90%	10%	Members Proportion as a percentage of floor area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
12.	**Facility Manager's Office and Store Room**	8%	75%	17%	Members Proportion as a percentage of area and use (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
13.	**Bike Racks**	10%	90%	0%	Members Proportion as a percentage of area and use (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
14.	**Fire Control Systems etc**	8%	75%	17%	Members Proportion as a percentage of area
15.	**Fan Rooms for Car Park, Car Park Exhaust and Supply Systems and Ducts**	0%	80%	20%	The relative proportion that the number of car spaces of each Member bears to the total number of car spaces in the basement levels of Veridian
16.	**Strata Management Services**	8%	75%	17%	Members Proportion as a percentage of outgoings (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
17.	**Domestic Cold Water Mains and Sewer Mains**	5%	85%	10%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)

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SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
18.	**Security Systems**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
19.	**Facilities Management Services**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
20.	**MDF Room**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
21.	**Subsurface Drainage System**	0%	84%	16%	Members Proportion as a percentage of car park area
22.	**Hydraulic Plant Room**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
23.	**Surface Water Drains**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
24.	**Building Structure, Perimeter and Retaining walls**	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)

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SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
25.	Ramps and Basement Circulation Areas	0%	85%	15%	The relative proportion that the number of car spaces of each Member bears to the total number of car spaces in the basement levels of Veridian
26.	Lighting in Open Areas of the Basement Levels including Ramps	4%	82%	14%	The relative proportion that the number of car spaces of each Member bears to the total number of car spaces in the basement levels of Veridian
27.	Building (A) Roof	0%	90%	10%	Members Proportion as percentage of usage
28.	Cleaning	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
29.	OSD	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
30.	Awnings	10%	20%	70%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
31.	Electricity	5%	60%	35%	Members Proportion as percentage of usage

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SF	Shared Facility	Commercial Stratum Proportion	Residential Proportion	RSL Club	Methodology of Apportionment
32.	Evacuation & Emergency Plan	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
33.	Fall Arrest & Anchor Points	5%	90%	5%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)
34.	Pest Control	8%	75%	17%	Members Proportion as a percentage of area (excluding the area of car parking and storage areas forming part of a Lot in this calculation)

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Schedule 3 Architectural Code

Veridian

MANAGEMENT STATEMENT

Schedule C - Architectural Code

Part 1

Introduction

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling Building Works and the External Appearance of Veridian are:

(a) to preserve the design integrity and architectural quality of Veridian;

(b) to recognise the different requirements of the main and separate components of Veridian, while having proper regard to the common interest of all Members, Owners and Occupiers;

(c) to maintain the high aesthetic standards that make Veridian such an attractive and desirable place in which to live or operate a business; and

(d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

(a) the External Appearance of Veridian;

(b) works which you may carry out without consent from the Committee or your Owners Corporation;

(c) works which you may not carry out without consent from the Committee or your Owners Corporation;

(d) acoustic requirements and noise control; and

(e) works which you cannot carry out.

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1.3 Disputes

The dispute resolution provisions in the Management Statement apply to the Architectural Code and to approvals granted or refused under it.

1.4 Easements

Despite anything to the contrary in this management statement the Management Statement or the Architectural Code, you do not need to obtain approval from the Committee to carry out works Building Works or other works or do anything which you are entitled to do under the Easements.

2 Who must comply with the Architectural Code?

2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those who are exempt under clause 15 ("Architectural Compliance") of the Management Statement this management statement).

2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under the Management Statement (unless the contrary intention is expressed).

2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Management Statement exempts the Developer from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

3 Management Statement and By-Laws

3.1 Inconsistencies with this the Management Statement

If there is an inconsistency between a clause in this the Management Statement and the Architectural Code, the clause in the Management Statement prevails.

3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.

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4 Where to get more information

Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

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Veridian

MANAGEMENT STATEMENT

Part 2

Architectural Standards and Architectural Works

5 Objectives

5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in Veridian:

(a) which is not in conformity with the appearance of Veridian; or

(b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of Veridian.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in Veridian.

5.2 Architectural Works

You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

(a) for which the Architectural Standards in this Part 2 require you to obtain consent;

(b) which affect the architectural integrity of Veridian and are not approved under the Architectural Standards;

(c) which otherwise changes the External Appearance of Veridian; or

(d) which are not Building Works; or

(e) referred to in clauses 6 to 13 below.

5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of Veridian and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in

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a Lot. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

6 General requirements

6.1 Owners Corporations

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property:

(a) that is not in conformity with the External Appearance of Veridian; or

(b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Veridian.

6.2 Retail, Commercial and RSL Lots

The Owner or Occupier of a Lot, must not place, install or retain anything on its Balcony or in a part of its Lot visible from the outside:

(a) that is not in conformity with the Architectural Code; or

(b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of Veridian.

6.3 Powers of the Committee

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of Veridian if, in the opinion of the Committee acting reasonably, the item:

(a) is not in conformity with the Architectural Code; or

(b) is not in conformity with the External Appearance of Veridian; or

(c) affects the External Appearance of Veridian.

7 Window coverings and blinds

7.1 The need for a co-ordinated approach

The Committee must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors for Lots.

7.2 Curtains, blinds and other window coverings in the Lots

If you are the Owner or Occupier of a Commercial Lot, you may install curtains, blinds, louvres, shutters and other window coverings in your Lot provided that they are:

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(a) in conformity with the appearance of Veridian and have an appearance from outside the Lot that is warm white; and

(b) of a quality commensurate to the quality of Veridian.

7.3 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

(a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance from outside the Strata Scheme which is warm white; and

(b) you must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.3(a).

7.4 Sun shades

You must have consent from the Committee to install a sun shade, sun blind, awning or other sun shading device:

(a) in your Lot; or

(b) if you are an Owners Corporation, in your Strata Scheme.

7.5 Window treatments

Subject to clause 7.6, you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

(a) in your Lot; or

(b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

7.6 Window treatments for Commercial Lots and RSL Lots

(a) Window treatments for Commercial Lots and RSL Lots must:

(i) be of high quality materials; and

(ii) incorporate a form of display into the shopfront (where possible).

(b) The window treatments for Commercial Lots and RSL Lots do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Commercial Lot or

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RSL Lot. Any proposal for a Commercial Lot or RSL Lot shop front treatment or display must be consented to by the Committee generally.

8 Colour schemes and paint work

8.1 Your obligations

(a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Lot or Common Property if the proposed colour or surface changes or is not in keeping with the External Appearance of Veridian. This clause does not apply to the Commercial Lot or RSL Lot.

(b) If you are the Owner or Occupier of a Commercial Lot or RSL Lot, you must have consent from the Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or Veridian. The Committee will generally consent to a change if it is in keeping with the design and colour scheme of with the ground floor external areas of Veridian.

9 External lighting

9.1 Your obligations

You must have consent from the Committee to change the existing exterior lighting in your RSL Lot, Commercial Lot or Common Property.

10 External finishes

10.1 Your obligations

Subject to clause 11 ("Commercial Shared Facilities"), you must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your RSL Lot, Commercial Lot or Common Property.

11 Signage

11.1 Signs on Common Property

An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act)

11.2 Signs in Commercial Lots

(a) The Owner or Occupier of a Commercial Lot may erect a sign or shopfront display in your Commercial Lot provided that it complies with the following guidelines:

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(i) signage and display to be designed by a professional signage consultant with appropriate Separate experience;

(ii) signage above the frontage entry doors may occupy up to 25% of the area around the entrance;

(iii) total area of signage and shopfront displays not to exceed 10% of the total glazed frontage to the Commercial Lot (being frontage to the Open Space Areas or);

(iv) all 3-dimensional signs must be placed inside glazed frontage;

(v) no signs or displays are permitted on the external surface of the glazed frontage;

(vi) lettering or symbols incorporated in illuminated signage must be 3-dimensional;

(vii) no signs are permitted to the internal or external surface of glazing that faces onto the External Courtyard Space (being Shared Facility SF17);

(viii) no flat box signs are permitted.

(b) Illuminated signs must be switched off during hours determined by the Committee (acting reasonably).

(c) The Owner or Occupier of a Commercial Lot must have consent from the Committee generally to erect a sign or shopfront display in your Commercial Lot which does not comply with the guidelines set out in clause 11.2(a) above.

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Veridian

MANAGEMENT STATEMENT

Part 3

Building Standards and Building Works

12 Objectives

12.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of Veridian. The purposes of the Building Standards are:

(a) to maintain the External Appearance of Veridian;

(b) to ensure that Building Works are co-ordinated and consistent throughout Veridian; and

(c) to prevent damage to structures and services in Veridian.

12.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, a Residential Lot or Commercial Lot:

(a) that are not approved under the Building Standards in this Part 3;

(b) that affect the External Appearance of Veridian;

(c) that the Building Standards in this Part 3 require you to obtain consent; or

(d) that are not Architectural Works.

12.3 Types of Building Works

There are 3 types of Building Works that regulate works may be carried out in Veridian. They are:

(a) Common Property Building Works. See clause 13 ("Common Property Building Works");

(b) External Appearance Building Works. See clause 14 ("External Appearance Building Works"); and

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(c) Shared Facility Building Works. See clause 15 ("Shared Facilities Building Works").

12.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

(a) your Owners Corporation (if applicable) to carry out Common Property Building Works,

(b) the Committee to carry out External Appearance Building Works; and

(c) the Committee to carry out Shared Facility Building Works.

13 Common Property Building Works

13.1 Definition

Subject to this clause 13, Common Property Building Works are all works in a Residential Lot, Commercial Lot or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

13.2 What is Common Property?

Common Property in a Strata Scheme includes:

(a) the boundaries of an Residential Lot or Commercial Lot or RSL Lot;

(b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of Veridian. As these items affect all of Veridian, the Committee will control alterations to them under this part of the Architectural Code.

13.3 Common Property in a Commercial Lot

The Common Property boundaries of a RSL Lot, Residential Lot or Commercial Lot are usually the boundary walls (e.g. a wall between 2 Residential Lots), the floor and the ceiling of the RSL Lot, Residential Lot or Commercial Lot. Important points to note in this regard are:

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(a) the door onto the Balcony of an RSL Lot, Residential Lot or Commercial Lot will generally be Common Property; and

(b) a "wall" includes a window or door in the wall.

13.4 When is consent necessary?

Subject to clause 13.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works. Examples of when you will require consent are where you propose to:

(a) alter the existing materials in the floor of your Lot;

(b) install a security system in your Lot if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Lot); and

(c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Lot

13.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Committee to carry out Common Property Building Works if the proposed works are:

(a) minor fit out works inside your Lot;

(b) works or alterations to the interior of Common Property walls enclosing your Lot (e.g. hanging pictures or attaching items to a Common Property wall).

14 External Appearance Building Works

14.1 Your obligations

You must obtain consent from the Committee before you carry out External Appearance Building Works.

14.2 Definition

Subject to this clause 14.2, External Appearance Building Works are all works in Common Property, Shared Facilities, a Lot that affect (or will affect) the External Appearance of Veridian. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

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14.3 What is the External Appearance?

The External Appearance of Veridian is the appearance of any external surface of a Strata Scheme, a Residential Lot, Commercial Lot, RSL Lot, the Separate Area that is visible from outside the Strata Scheme. Residential Lot, Commercial Lot, RSL Lot or Separate Area.

15 Shared Facilities Building Works

15.1 Your obligations

You must obtain consent from the Committee before you carry out Shared Facilities Building Works.

15.2 Definition

Subject to this clause 15.2, Shared Facilities Building Works are:

(a) all works that affect Shared Facilities;

(b) works in a Lot that affect another component of Veridian; and

(c) works in Common Property that affect another component in Veridian.

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

16 Installing security devices

16.1 When is consent necessary?

Subject to this clause 16.1, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

16.2 Security doors and windows

Subject to this clause 16.2, the Committee will generally consent to an application to install a security door or window in a Lot or Common Property if:

(a) the door or window is finished in:

  (i) a colour that matches the existing door or window frame; or

  (ii) a warm white colour for an Residential Lot; and

(b) the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail. The Committee will generally not consent to the installation of a security door to the entry door to a Lot.

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16.3 Alarms

You may install a security alarm in your Lot or Common Property without consent from the Committee or your Owners Corporation if:

(a) the alarm is a "back to base" facility;

(b) the alarm is silent;

(c) the alarm does not have flashing lights;

(d) the installation is not attached to or does not interferes with Common Property (e.g. is not attached to the ceiling of the Balcony of your Lot); and

(e) the installation is not attached to or does not interferes with a Shared Facility.

16.4 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

(a) Common Property in your Strata Scheme, you must have consent from your Owners Corporation before you install the alarm; or

(b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

16.5 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 16.5. The Committee will generally consent to the installation of other security devices if:

(a) the device is in keeping with the appearance of Veridian; and

(b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

17 Procedures to enclose a Carspace

17.1 What are the procedures?

You must have consent from Council and the Committee to enclose a Carspace. The Committee will not consent to the enclosure of a Carspace unless:

(a) the enclosure takes place wholly within the Carspace;

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(b) the enclosure complies with the current car parking requirements of Council;

(c) you have consent of the adjoining Carspace owner;

(d) the enclosure is on the centre line between the Carspace and an adjoining Carspace;

(e) all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the Committee;

(f) you obtain consent from your Owners Corporation; and

(g) if you are an Occupier, you obtain consent from the Owner of your Lot.

18 Some prohibitions

You must not:

(a) install a solid fuel burning appliance in Veridian;

(b) install a mounted air conditioning unit on the Balcony of a Lot or on Common Property;

(c) enclose the Balcony of a Lot;

(d) hang clothes, laundry, bedding or similar items on your Balcony or in any area that is visible from street level and outside a component in Veridian; or

(e) attach or hang an aerial, security device or wires outside a component in Veridian.

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Veridian

MANAGEMENT STATEMENT

Part 4

Acoustic Standards

19 Objectives

19.1 Acoustic Standards

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of Veridian.

19.2 Your obligations

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

19.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 20.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

20 General requirements

20.1 Noise which affects your neighbours

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of their Lot or Common Property.

20.2 Equipment and machinery

You must ensure that equipment and machinery in your Lot, Common Property does not cause vibrations or noise in another part of Veridian (e.g. tread mills, weight machines or washing machines).

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20.3 Using power tools

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

20.4 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. You must not play or rehearse on percussion instruments.

20.5 Playing music

Subject to the Architectural Standards and, in particular, clause 5 ("Objectives") and this clause 20.5, you must not play live or other music that exceeds 65dB(A) at the boundary of your Strata Scheme after 11.00pm (or another hour reasonably determined by the Committee).

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Veridian

MANAGEMENT STATEMENT

Part 5

The approval process and carrying out work

21 Application process

21.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with your application under the Architectural Code.

21.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

(a) be in writing;

(b) include the plans, drawings and other documents specified by the Committee according to this clause 21.2 for the type of works for which you are seeking approval; and

(c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application. However, the Committee or an Owners Corporation may:

(d) require you to submit additional plans, diagrams or other information which it has not specified according to clause 21.2 to assist in the decision making process; and

(e) waive the requirements it makes under clause 21.2 about the plans, diagrams and other information which you must submit with your application.

21.3 Lodging your application

You must address your application to the Strata Manager or the strata manager of your Owners Corporation (depending on who must give consent to the application).

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21.4 Discretion

Subject to any Standing Approvals, the Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

21.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (eg an architect or engineer for applications affecting the External Appearance of Veridian).

21.6 Appointing an expert

(a) If an application to carry out Architectural Works is made under any clause of this Architectural Code, and will (or is likely to):

(i) impact on the appearance of areas used by visitors and Commercial Lots; or

(ii) impact on the External Appearance of Veridian as viewed by visitors and residents entering and exiting the Residential Lots, Commercial Lots or RSL Lots,

and the Commercial Lot or Residential Lot or RSL Lot either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee may refer the application for expert determination.

(b) Any expert determination under this clause will proceed in accordance with clauses 5.5 ("Expert Decision") to 5.9 ("Pre-Condition") of the Management Statement except that:

(i) the expert must have requisite expertise in design or architecture to act as an expert and review and make a determination about the application;

(ii) the expert to be appointed must be approved by the Committee.

21.7 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 21.

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21.8 Time frame for making a decision

Subject to this clause 21, the Committee or an Owners Corporation must review and make a decision about an application within 1 month after receiving the application (or another period agreed between the parties).

21.9 Time frame for making a decision where a consultant has been appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within one month after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

21.10 Notifying the applicant of a decision

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

(a) clearly describe any conditions which attach to the approval; and

(b) if the application is not approved, explain in detail the reasons for the decision.

22 Approval process

22.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

22.2 Standing approvals by an Owners Corporation

An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property building Works.

22.3 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:

(a) a reasonable time frame in which the works must be completed;

(b) the hours and days during which the works must be carried out, and

(c) methods of accessing Veridian to carry out the works.

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22.4 Revoking approval

The Committee and an Owners Corporation may revoke their approval if an applicant you does not comply with the conditions for the approval.

22.5 Approvals from Council and Government Agencies

You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee or an Owners Corporation has created a Standing Approval.

22.6 When can you apply for consent from Council?

Subject to this clause 22, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

22.7 Approving applications to Council and Government Agencies

You must not unreasonably refuse to approve or sign an application to Council or a Government Agency if the works contemplated in the application have been approved by the Committee.

23 Additional obligations for Owners Corporation

23.1 Notice of approvals

An Owners Corporation must promptly:

(a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and

(b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

23.2 Notice of works on Common Property

An Owners Corporation must promptly:

(a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and

(b) provide the Committee with details of the works carried out.

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24 Procedures for carrying out work

24.1 Procedures before you carry out work

Before you carry out works under the Architectural Code, you must:

(a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;

(b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access Veridian to carry out the work; and

(c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access Veridian to carry out the work.

24.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

(a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;

(b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation;

(c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work;

(d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

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Veridian
MANAGEMENT STATEMENT

Part 6

Fit Out Guide

25 Alterations & Fit-Outs

25.1 What Must Be Submitted?

Plans for ***any*** alterations, additions and/or fit-outs to be carried out within a Commercial Lot must be submitted to the Owners Corporation via the Building Manager for approval ***prior*** to the commencement of ***any*** works. Fit-Outs and Renovations Form (Application 1) is to be completed and given to the Facilities Manager.

The design of a fit-out must be in keeping with the standards and concepts of Veridian and the Architectural Code

Where appropriate a copy of Fire Safety Certificate must be provided.

Applications for Construction Certificates and Development Applications to Council require approval by the Owners Corporation. The particular DA, CDC or CC being lodged with the appropriate certifying authority must be submitted to the Building Manager for the approval of the Owners Corporation.

25.2 What is Available?

The following documentation is available from the Building Manager to assist with preparation of plans:

- Floor plans
- Reflected ceiling plans detailing the lighting layout
- Mechanical air conditioning duct layout and base design criteria
- Sprinkler and fire services layout
- Finish specifications: ceilings and bulkheads: carpets; walls
- Design standards including: floor loadings; lift capacities, wall to window mullions; electrical and communication cabling.

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25.3 Requirements When Works are Approved

Once fit-out works are approved the Building Manager must be consulted and informed of the work schedule.

All contractors will be required to sign a Contactors On-site Form (Application 2) before commencing any work. This is not required in instances where a regular contractor of the Building is used.

Any contractors working within Veridian ***must***:

- be fully licensed;
- hold current $20 Million Public Liability and Workers Compensation Insurance policies;
- operate within the Building's construction hours;
- comply with all areas of the *Work Health and Safety Act 2011* to ensure a safe working environment;
- take due care to avoid any damage to the Building, common areas and the lifts;
- maintain the worksite and common areas in clean condition at all times.

A contractor or workman that causes damage to Veridian will be liable for the repair costs to correct the damage.

Any rubbish created by the contractor or workmen is to be removed by the contractor or workmen at their expense at regular intervals.

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Application 1

Veridian

Fit-outs & Renovations Form

Regulations and Requirements

This Form is to be signed by Company Principal or authorised agent as acknowledgement of the conditions hereon.

As stated in this Fit-Out Guide any work carried out to any Commercial Lot or area within the boundaries of the Building must be fully approved by Management, Council and the Owners Corporation.

Plans of the fit-out or renovations must be submitted to and approved by Management as well as the relevant authorities **BEFORE ANY WORK IS COMMENCED.**

All changes to any areas must fully comply with Fire Safety requirements and all systems such as fire sprinklers and smoke detectors must be situated in the suite in such positions and configurations to fully comply with all Council and Fire Regulations and the Fire Safety Certificate at your expense.

No fit-out should be placed into any configuration where it will obstruct any required inspection access such as to fire dampers, air conditioning turn off valves or electrical switches.

All work carried out within the Building must be carried out within the building's construction work hours, and must be performed by competent tradespersons fully licensed in the field of work being carried out and fully insured for coverage of such work. A copy of the contractor's insurance status and work cover clearance will be required by the Building Manager before the contractor commences work.

Hence, copies of the following documentation are to be provided to the Building Manager:

- fit-out / renovation plans;
- DA / or Complying Development Certificate
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation.

I HAVE FULLY READ AND UNDERSTAND THE ABOVE CONDITIONS AND AGREE TO ABIDE BY THOSE CONDITIONS, THE BY-LAWS AND ARCHITECTURAL CODE FOR VERIDIAN.

Name _____

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Company Position _____

Signature _____

Date _____

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Application 2

Veridian

Contractors On-Site Form

Work initiated by • Individual's Name • Business Name • Suite No. • Contact No.	
Contractor's details • Contact Name • Business Name • Contact No.	
Contractor's Insurances • Policy Cover • Policy Number (copy attached)	
Area(s) to be accessed	
Description of work	
Date(s) and time to be on-site	

I undertake that in signing this Form *all* contractors

- are currently covered by Public Liability and Workers Compensation policies

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- are operating within appropriate Australian Standards
- will operate within the Building's construction work hours
- will comply with all areas of OH&S to ensure a safe working environment
- will take due care to avoid any damage to the building, its fixtures and lifts. (Any damage will be made good at the expense of the contractors)
- will maintain the cleanliness of the site (this includes daily removal of any resulting rubbish at the expense of the contractor) and understand that smoking is not permitted within the Building
- understand that deliveries are not allowed through the front foyer, that there is a loading dock with limited capacity. Parking is not available in the loading dock.

Name	Signature	Date

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Application 3

Veridian

Checklist for Fit-outs

A. Prior to Fit-out

1 Make sure all essential services are not affected by your fit-out plans. These include sprinkler heads, smoke detectors, speakers and the positioning of fire exit signs, air-conditioning, and electrical wiring.

2 Ensure that the work to be undertaken will comply with the relevant Australian standards and that all contractors are fully licensed.

3 Submit / organise the following with Council:

- DA;
- your fit-out plans,
- Construction Certificate (can also be from a private certifier).

4 Submit copies of the following to the Building Manager:

- fit-out / renovation plans;
- approved DA or Complying Development Certificate & Construction Certificate;
- Fire Safety Certificate;
- contractors' insurance policies – public indemnity & workers compensation;
- signed Fit-out & Renovations Form;
- the appropriate number of Contractor On-site Forms.

5 Prior to commencing work request that your Principal Contractor meet with the Building Manager. This will help to create a desired and smooth working relationship.

B. During Fit-out

1 Where possible the fit-out work should not be in view of passing residents or visitors of Commercial Lots or Residential Lots. For example, glass can be covered with suitable material such as plastic or paper so as to hide the work in progress.

2 The buildings construction work hours are to be adhered to.

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3 No unnecessary noise is to be created disturbing the operation of existing businesses.

4 During the fit-out all WH&S conditions must be complied with and the safe free flow of regular pedestrian traffic will not be hindered.

5 All common areas are to be fully protected and not damaged through the use of protective coverings to all floors and walls.

6 Any soiling of any common areas is to be immediately cleaned to management satisfaction.

7 Any rubbish is *not* to be stored in the garbage room or other areas of the building, and is to be removed daily by the contractor.

8 Give notice to the Building Manager for deliveries required for the fit-out.

Note that:

- Heavy deliveries may incur additional assessment
- After hours deliveries may require security guard supervision
- Unauthorised deliveries will be turned away.

9 There is No Smoking in the Building.

10 No penetrations to fire rated areas shall be allowed without written approval.

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Schedule 4 Shared Facilities Plan

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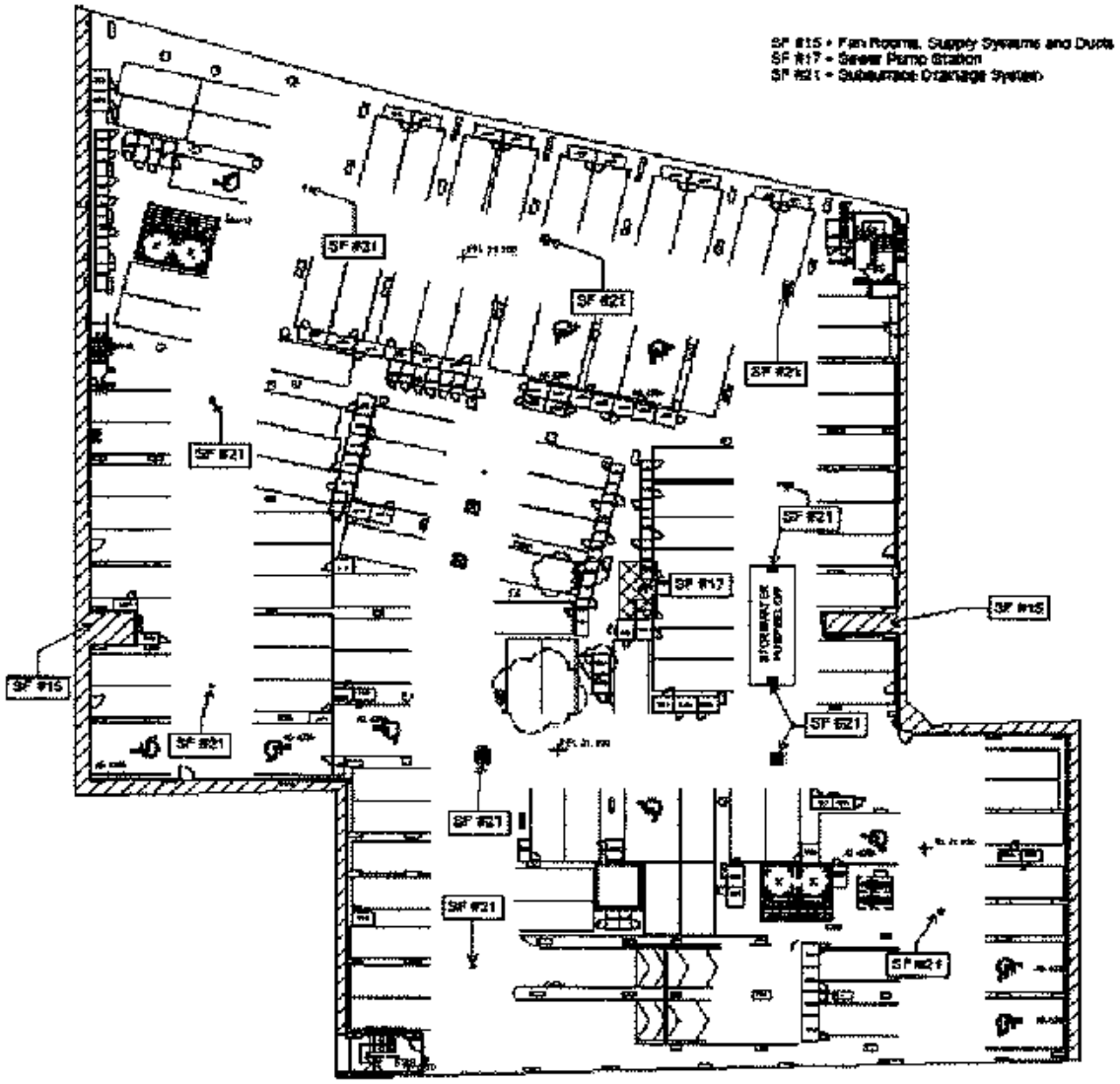
SCHEDULE 4
SHARED FACILITIES PLAN
BASEMENT 3



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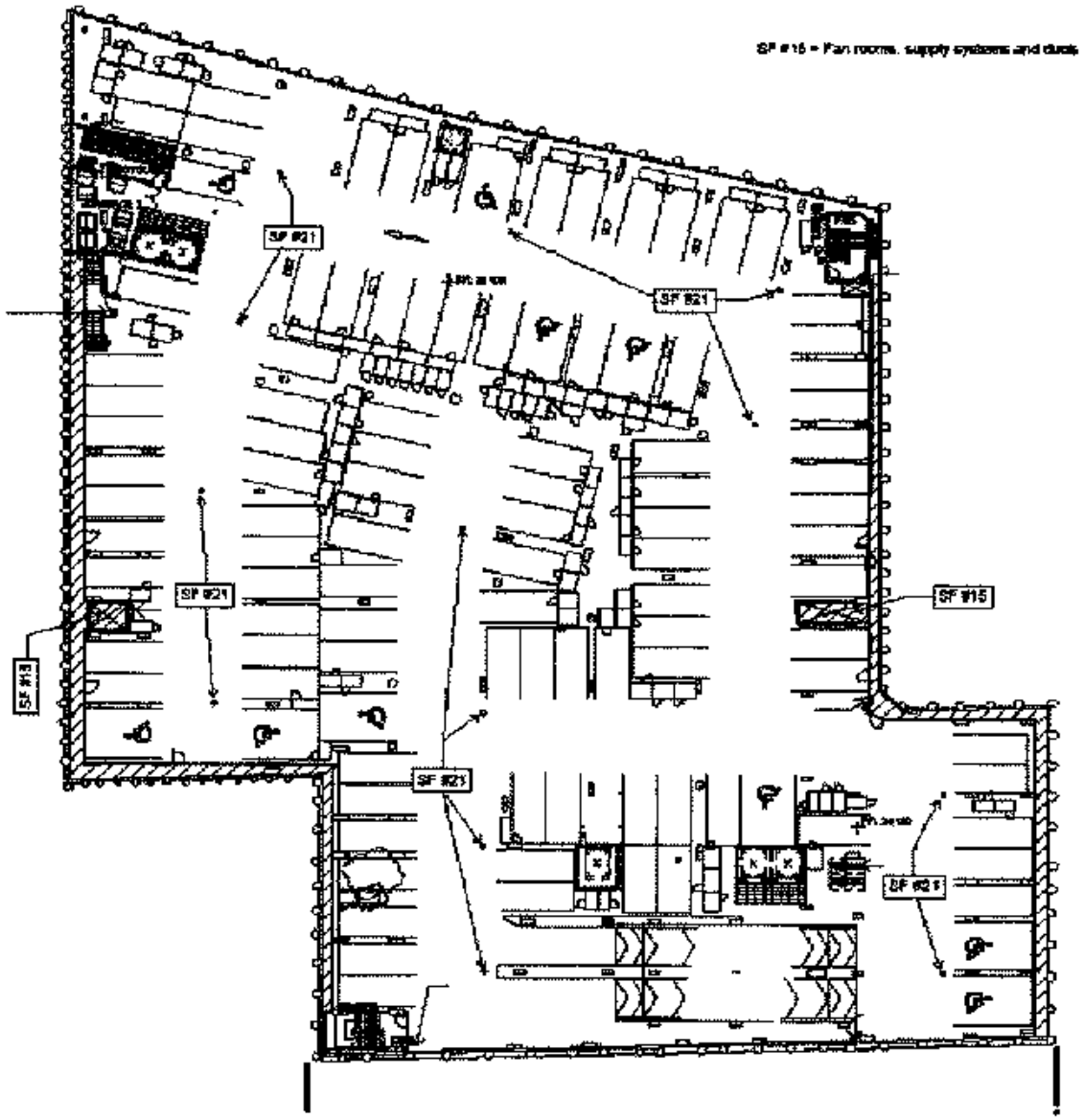
SCHEDULE 4
SHARED FACILITIES PLAN
BASEMENT 2



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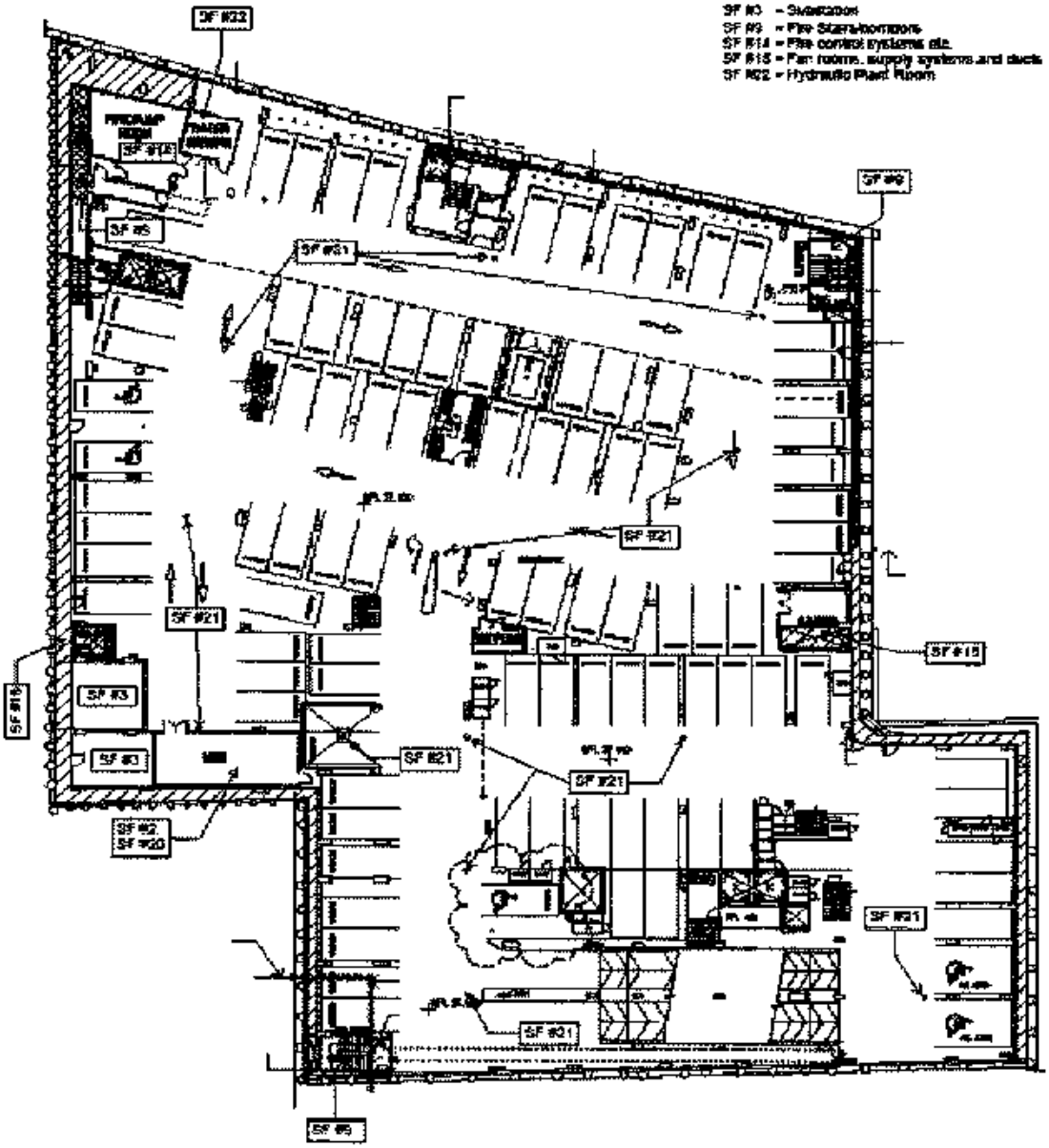
SCHEDULE 4
SHARED FACILITIES PLAN
BASEMENT 1



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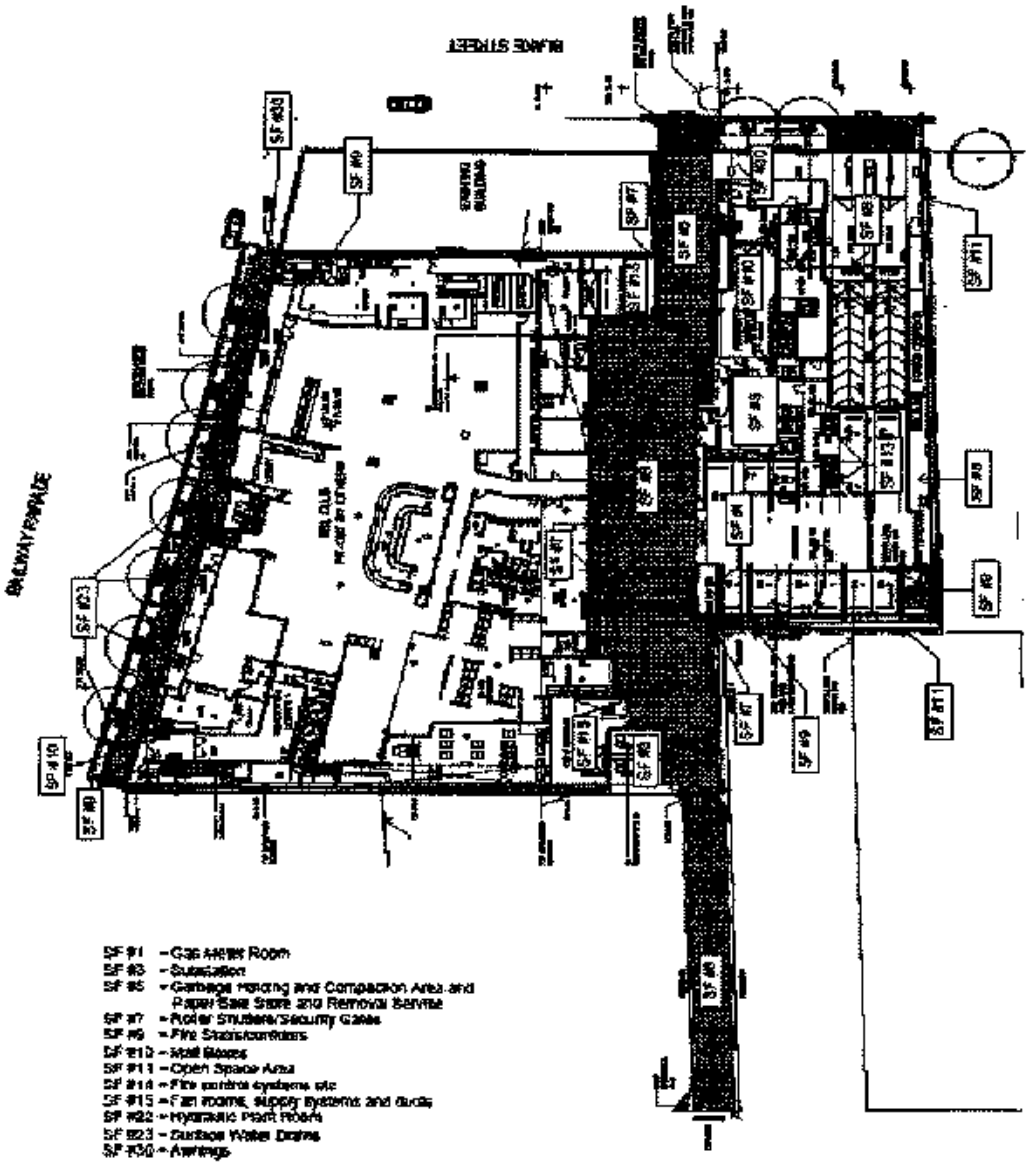
SCHEDULE 4
SHARED FACILITIES PLAN
GROUND FLOOR



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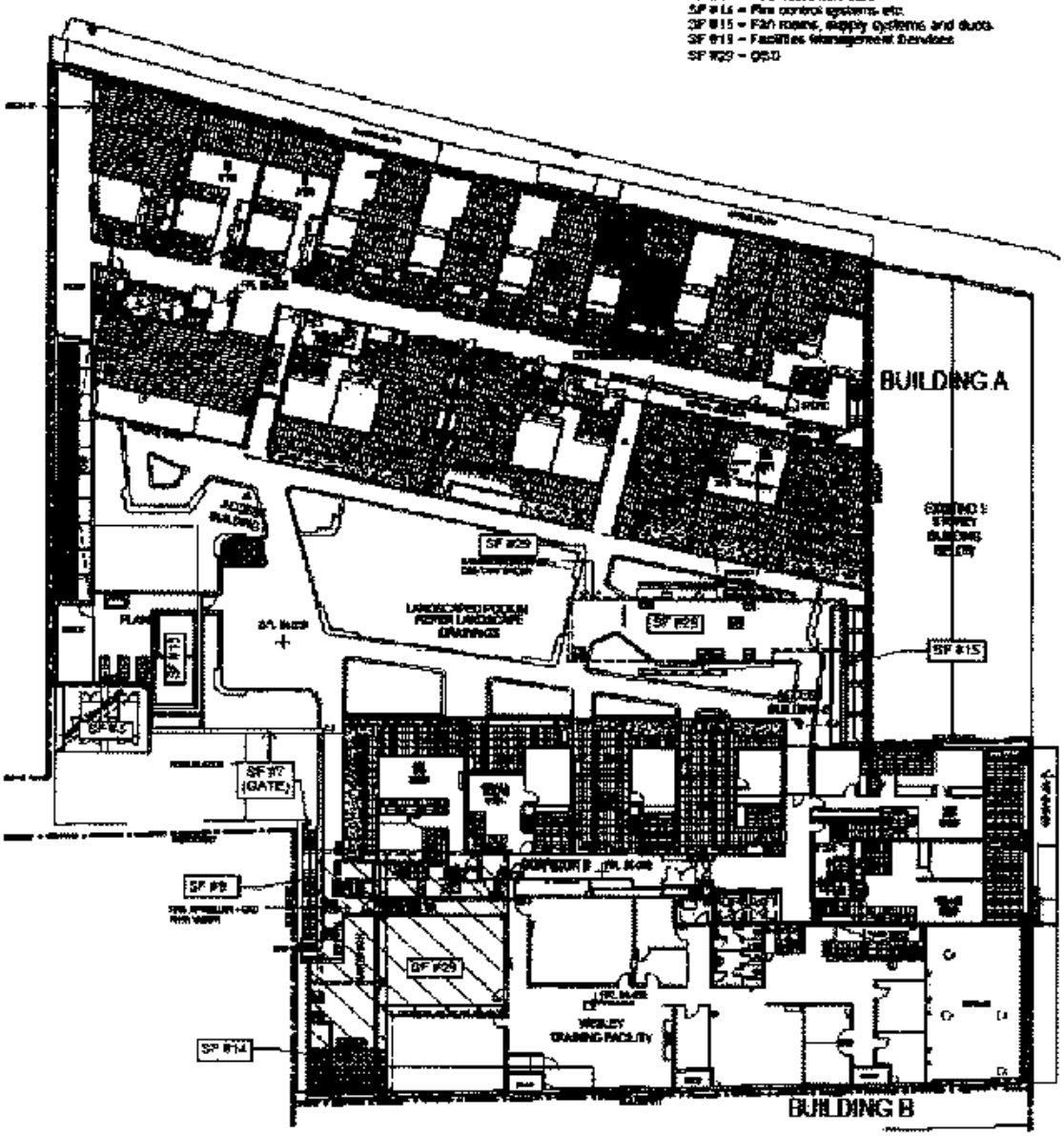
SCHEDULE 4
SHARED FACILITIES PLAN
LEVEL 1

SF #3 – Substation
SF #4 – Fire Stairs/corridors
SF #15 – Fire control systems etc
SF #15 – Fan rooms, supply systems and ducts
SF #19 – Facilities Management Services
SF #29 – OSD



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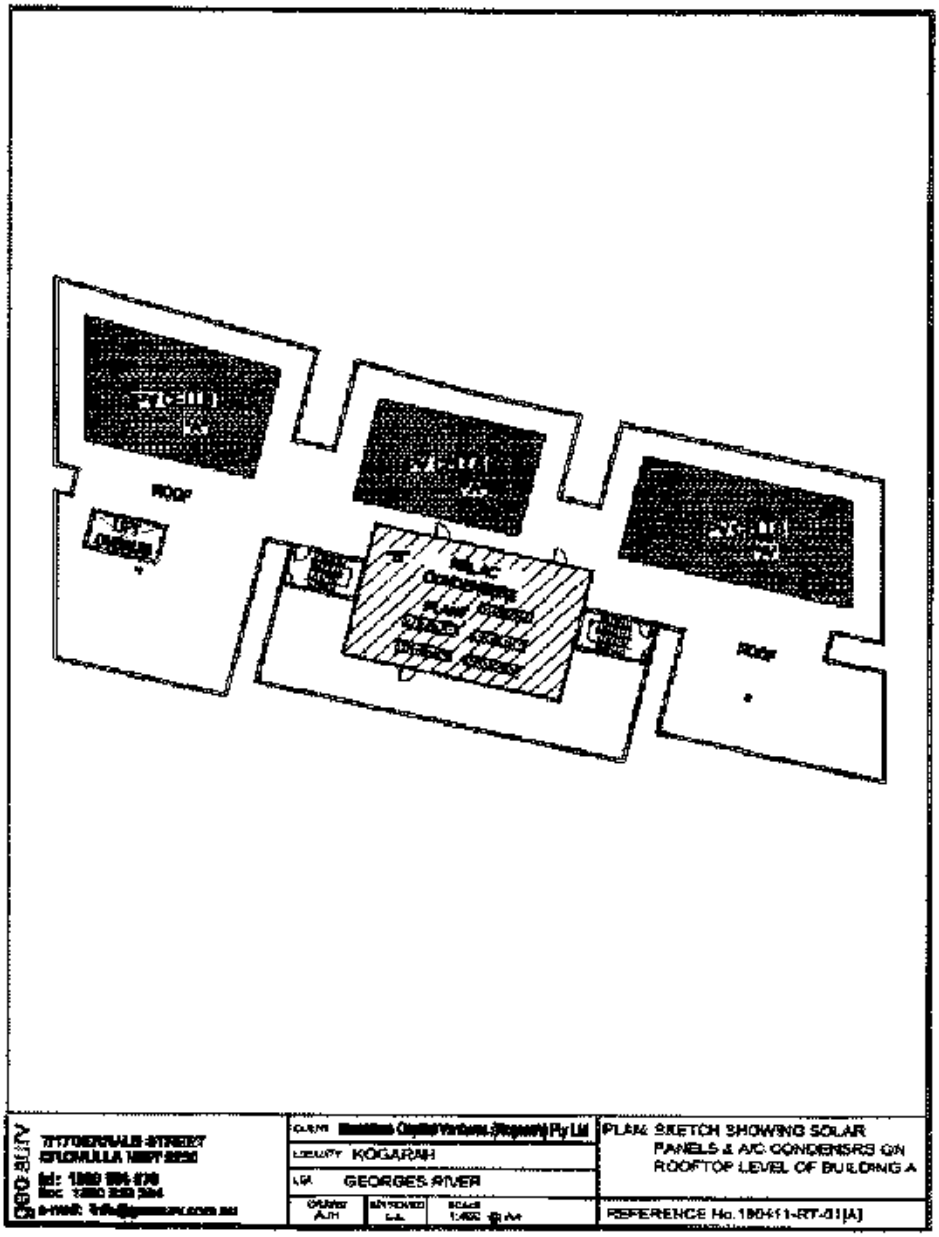
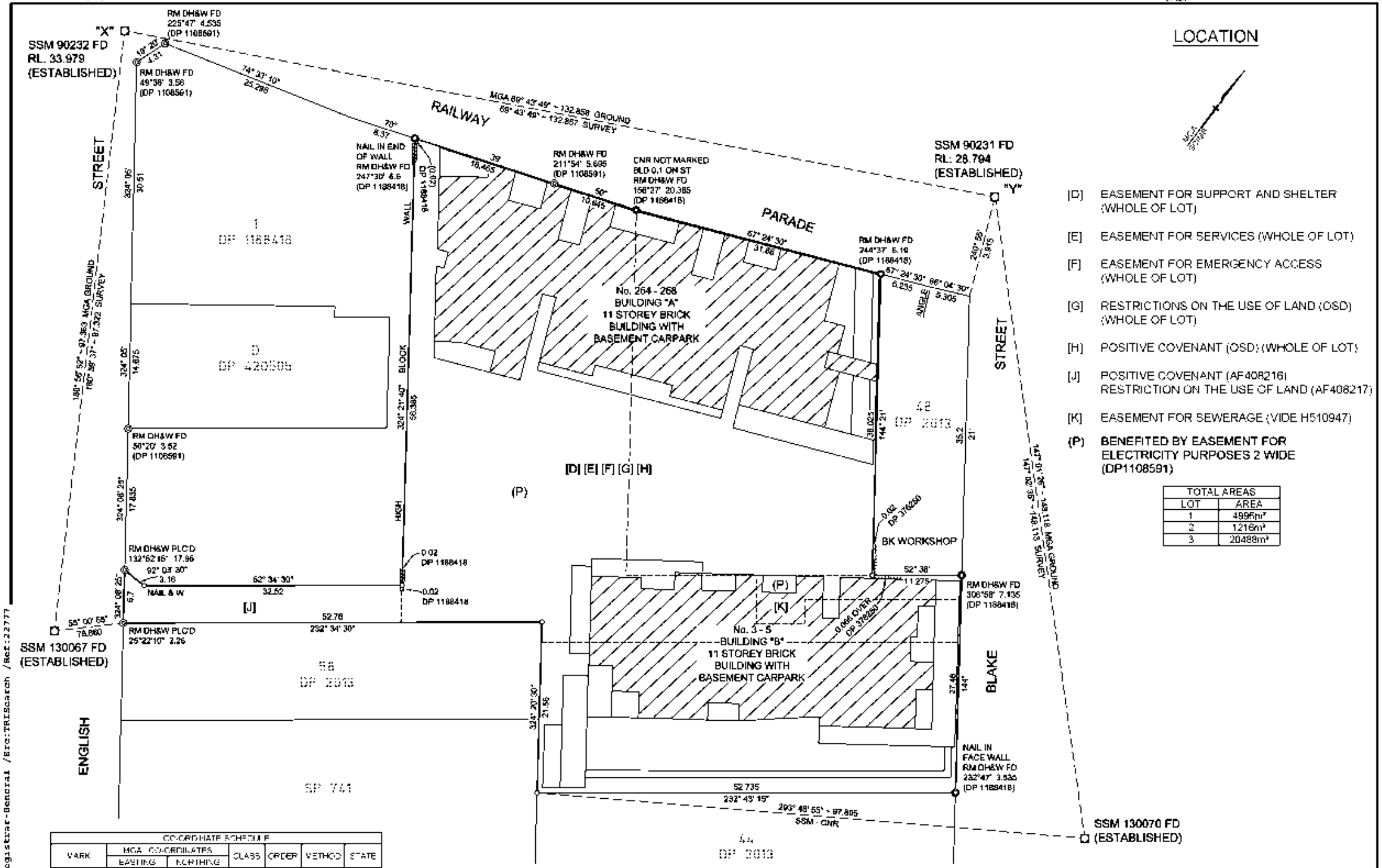
Schedule 5 Exclusive Use Area – Building A Rooftop





[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216) RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

(P) BENEFITED BY EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE (DP1108591)

TOTAL AREAS	
LOT	AREA
1	4995m²
2	1216m²
3	20488m²

CO-ORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 90231	327 105 798	6 239 852 627	D	2	SC MS	FOUND
SSM 90232	325 982 172	6 239 805 601	D	2	SC MS	FOUND
SSM 130067	325 980 505	6 239 709 255	B	2	SC MS	FOUND
SSM 130070	327 147 414	[illegible]	B	2	SC MS	FOUND
SOURCE: G.3454 MGA CO-ORDINATES ADOPTED FROM SCIMS ON 14/07/2016						
COMBINED SCALE & SEA LEVEL CORRECTION FACTOR = 0.999960 ZONE 56						

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

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BASEMENT 3

(AND BELOW)

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[C] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM)

[D] [EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

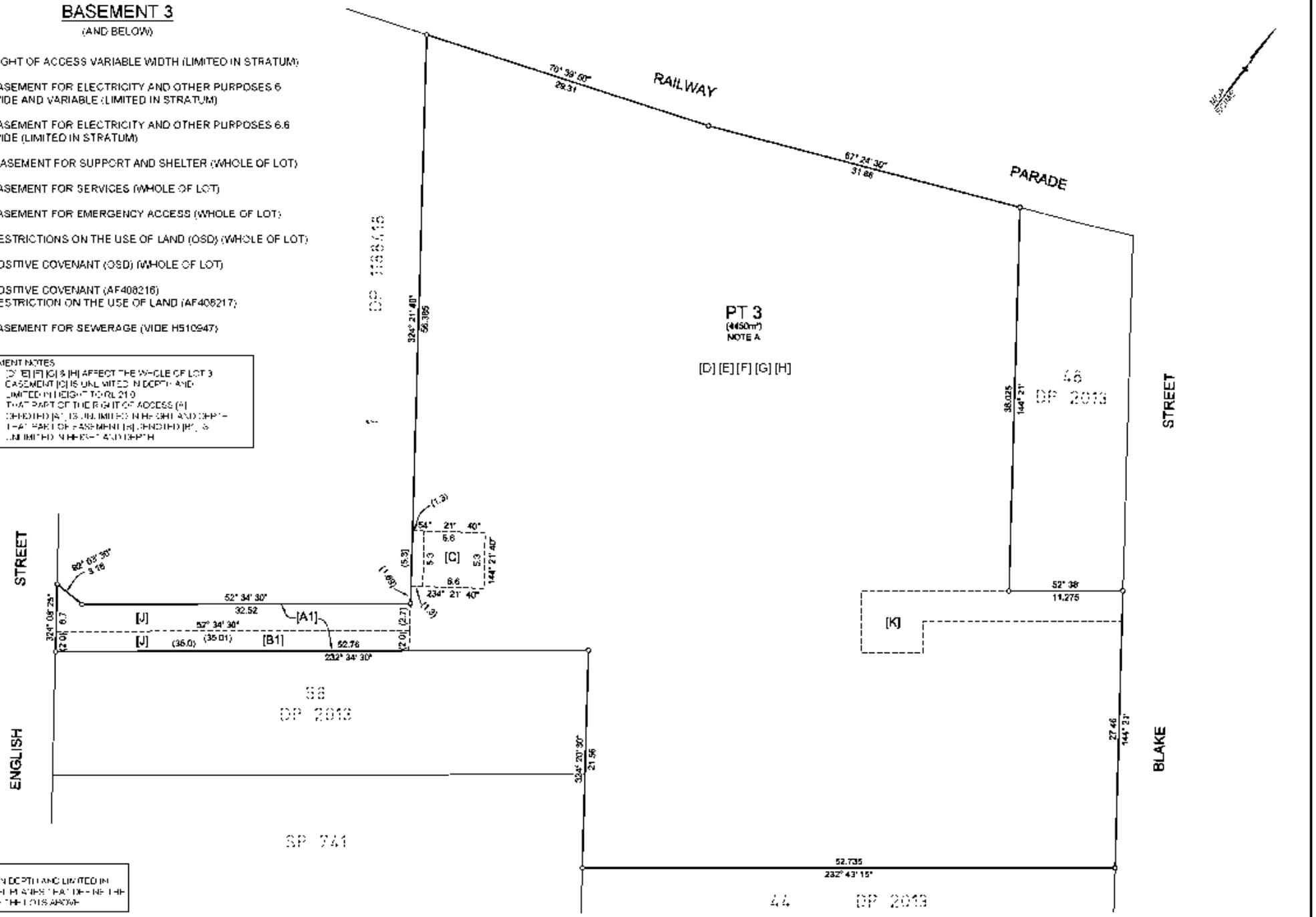
[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOT 3
- EASEMENT [C] IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 21.0
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH



Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

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BASEMENT 2

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

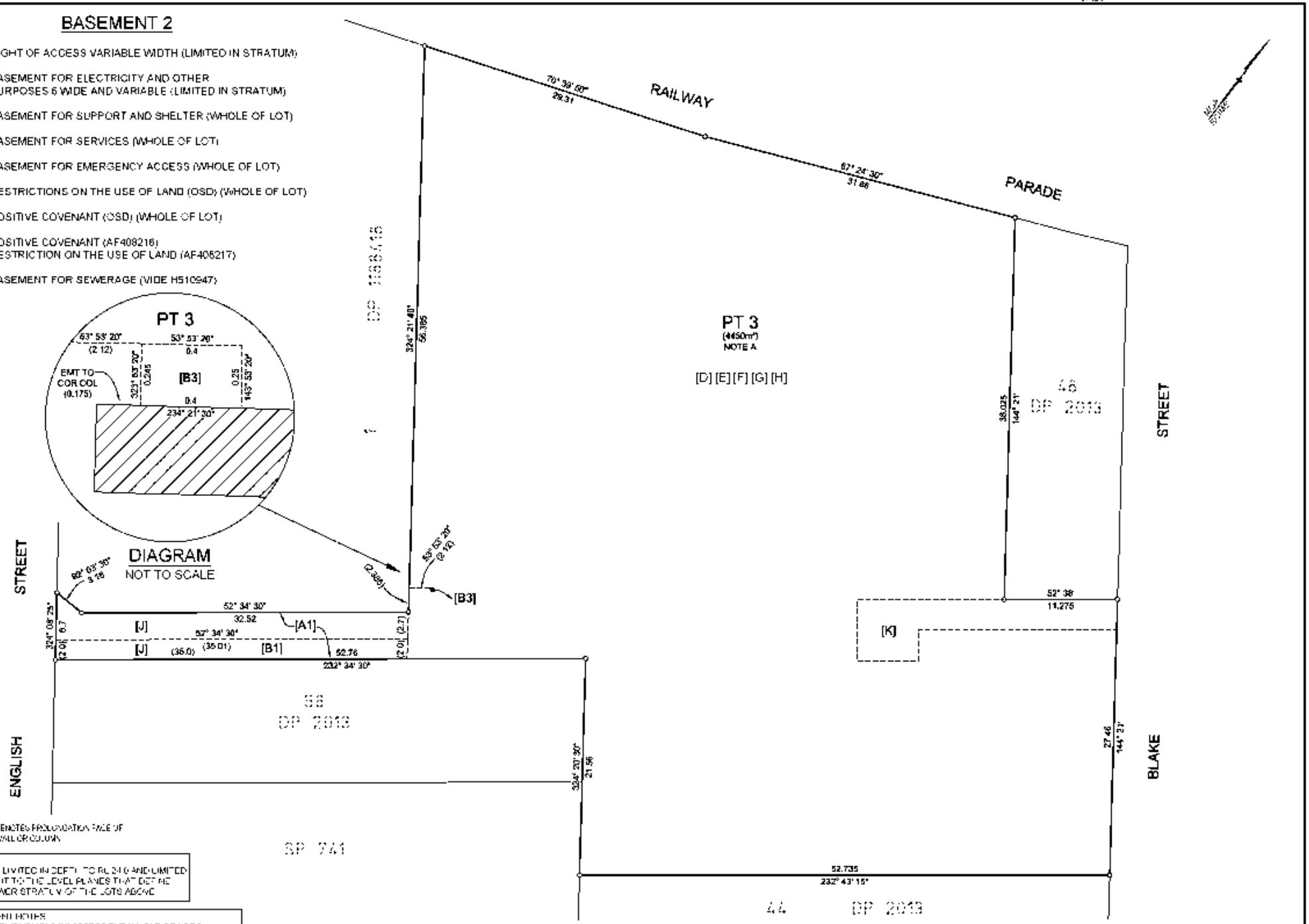
[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216) RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)



NOTE A
LOT 3 IS LIMITED IN DEPTH TO RL 24.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOT 3
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B3] IS LIMITED IN DEPTH TO RL 21.0 AND LIMITED IN HEIGHT TO RL 27.1

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

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BASEMENT 1

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] [EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

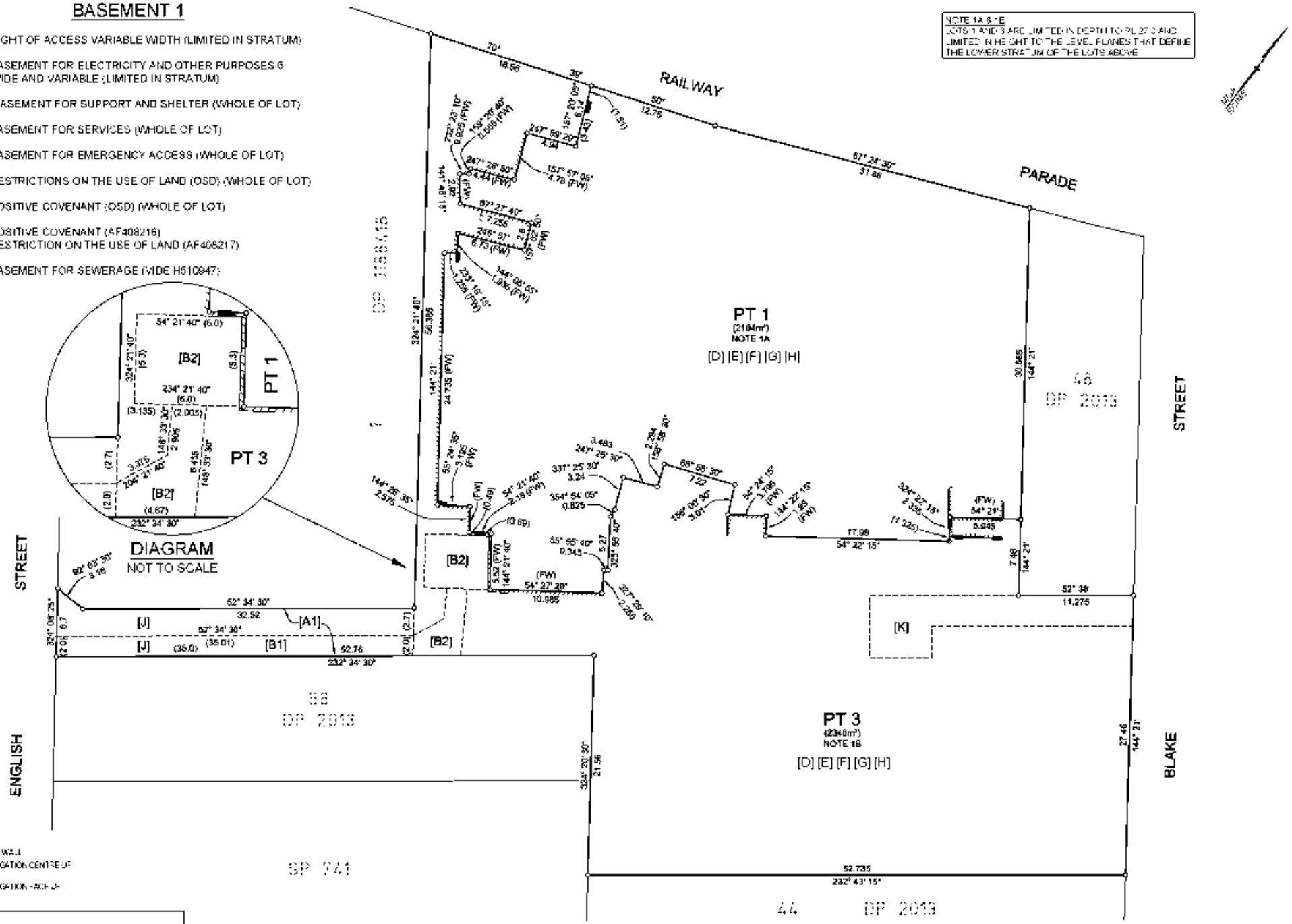
[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)



EASEMENT NOTES
[D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOTS 1 AND 3
THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH
THAT PART OF EASEMENT [B] DENOTED [B2] IS LIMITED IN DEPTH TO RL 27.1 AND UNLIMITED IN HEIGHT

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177 Original Sheet Size A1 Scale 1:250	Registered 15.05.2019	DP1251807

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GROUND LEVEL

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] [EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

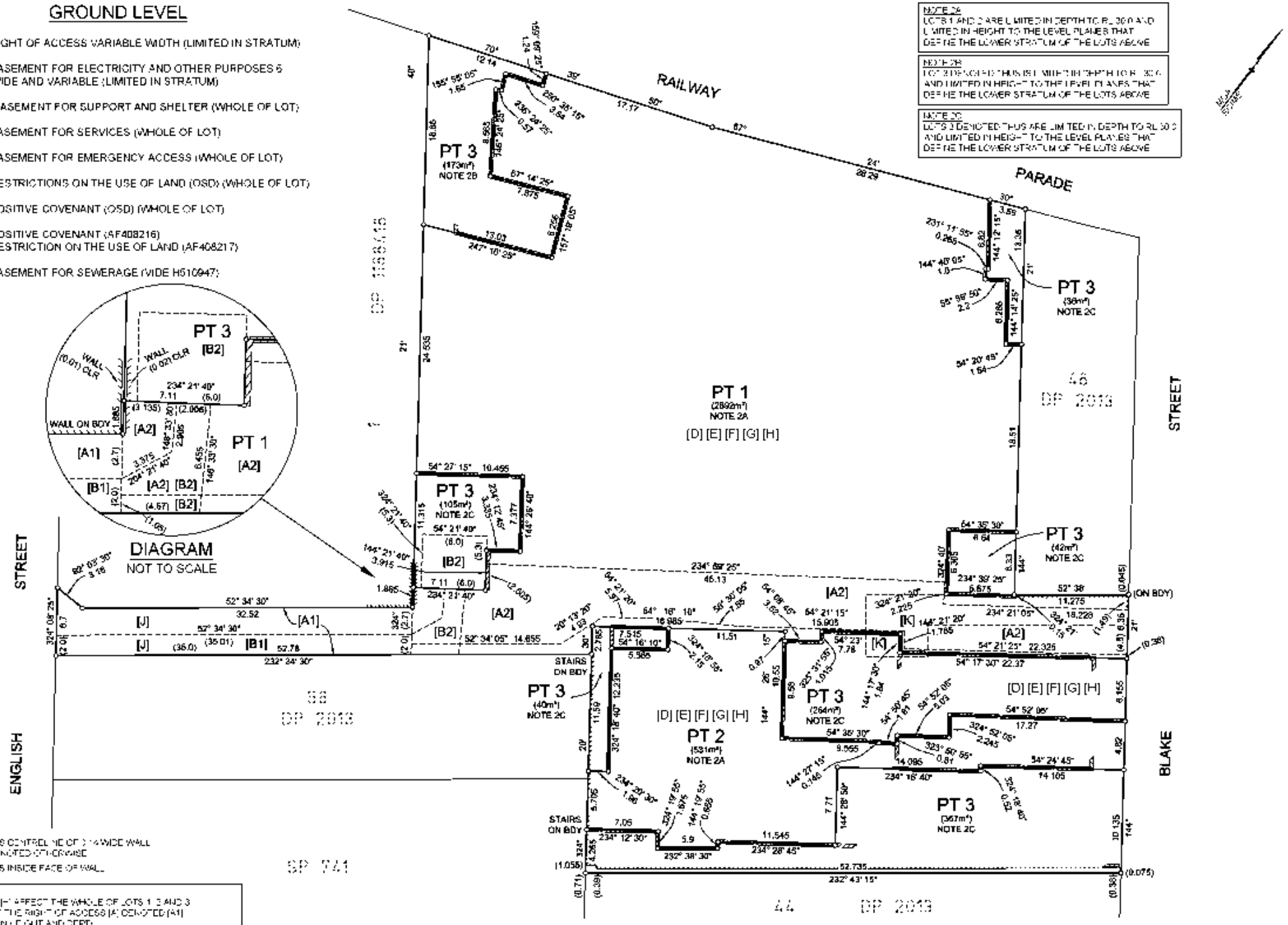
[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

NOTE 2A
LOTS 1 AND 2 ARE LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE

NOTE 2B
LOT 3 DENOTED THUS IS LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE

NOTE 2C
LOTS 3 DENOTED THUS ARE LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO THE LEVEL PLANES THAT DEFINE THE LOWER STRATUM OF THE LOTS ABOVE



DENOTES CENTRELINE OF 0.14 WIDE WALL UNLESS NOTED OTHERWISE

DENOTES INSIDE FACE OF WALL

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOTS 1, 2 AND 3
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF RIGHT OF ACCESS [A] DENOTED [A2] IS LIMITED IN DEPTH TO RL 30.0 AND LIMITED IN HEIGHT TO RL 33.0
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B2] IS LIMITED IN DEPTH TO RL 27.1 AND UNLIMITED IN HEIGHT

Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

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LEVEL 1

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] (EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

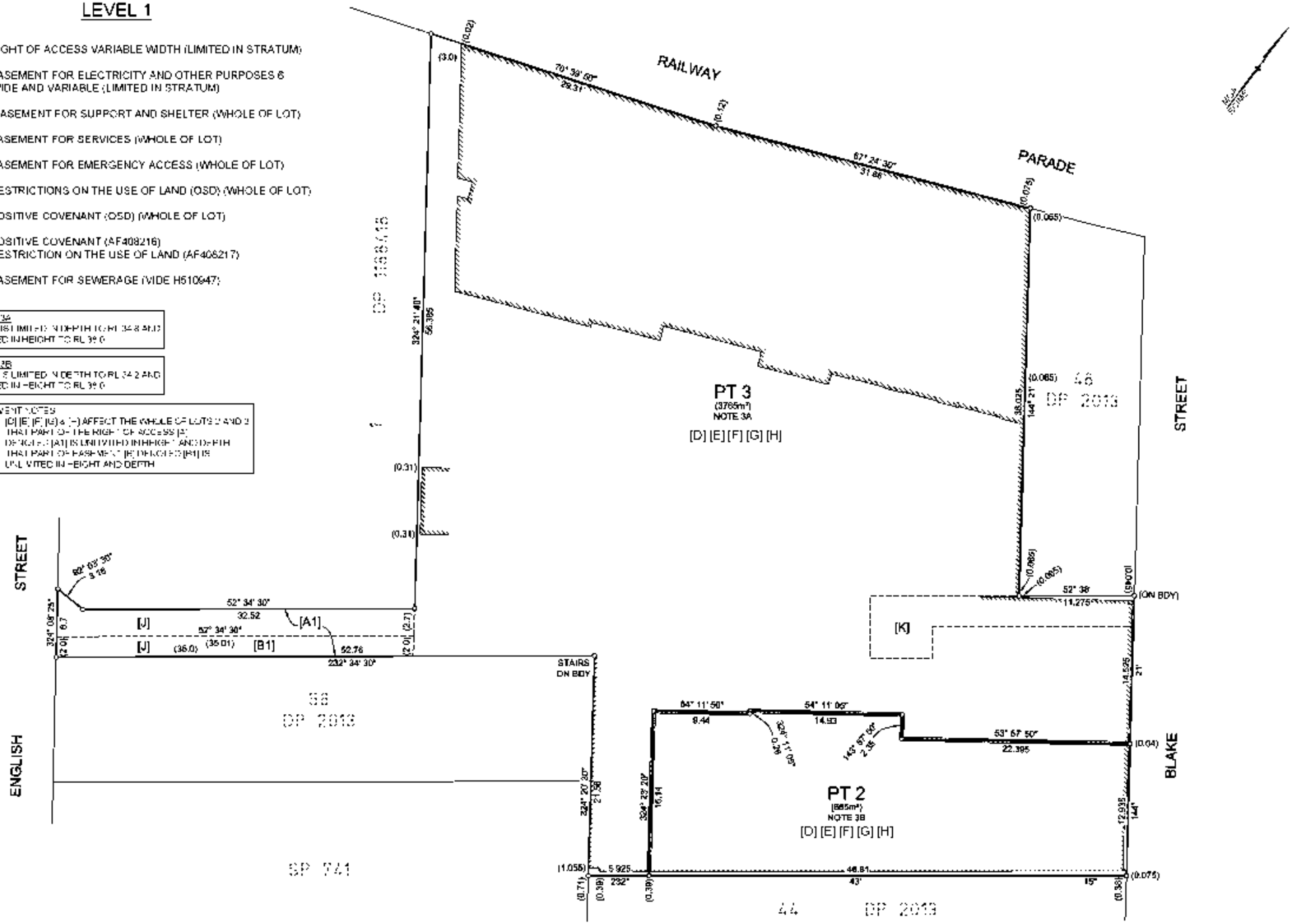
[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

NOTE 3A
LOT 3 IS LIMITED IN DEPTH TO RL 34.8 AND LIMITED IN HEIGHT TO RL 39.0

NOTE 3B
LOT 2 IS LIMITED IN DEPTH TO RL 34.2 AND LIMITED IN HEIGHT TO RL 39.0

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOTS 2 AND 3
- THAT PART OF THE RIGHT OF ACCESS [A] DESIGNATED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DESIGNATED [B1] IS UNLIMITED IN HEIGHT AND DEPTH



Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177	Registered 15.05.2019	DP1251807

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LEVEL 2
(AND ABOVE)

[A] RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

[B] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM)

[D] [EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)

[E] EASEMENT FOR SERVICES (WHOLE OF LOT)

[F] EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT)

[G] RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT)

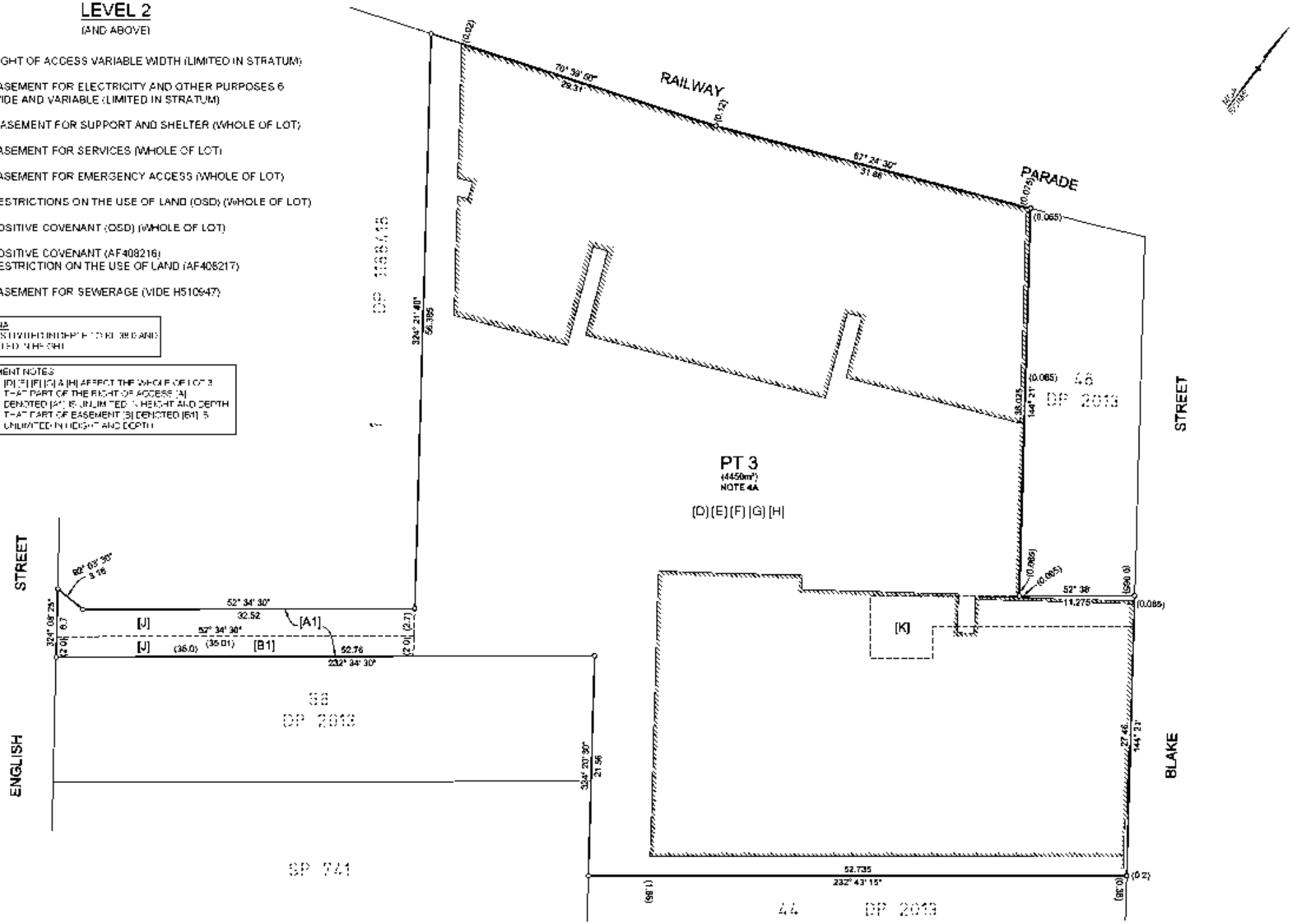
[H] POSITIVE COVENANT (OSD) (WHOLE OF LOT)

[J] POSITIVE COVENANT (AF408216)
RESTRICTION ON THE USE OF LAND (AF408217)

[K] EASEMENT FOR SEWERAGE (VIDE H510947)

NOTE 4A
[illegible]

EASEMENT NOTES
- [D] [E] [F] [G] & [H] AFFECT THE WHOLE OF LOT 3
- THAT PART OF THE RIGHT OF ACCESS [A] DENOTED [A1] IS UNLIMITED IN HEIGHT AND DEPTH
- THAT PART OF EASEMENT [B] DENOTED [B1] IS UNLIMITED IN HEIGHT AND DEPTH



Surveyor MARK WILLIAMS Date of Survey: 18 / 12 / 2018 Surveyor's Ref. 180411-STRATUM	PLAN OF SUBDIVISION OF LOT 2 DP 1188418	L G A GEORGES RIVER Locality: KOGARAH Subdivision No. SC2018/0177 [illegible]	Registered 15.05.2019	DP1251807

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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)

Office Use Only

Registered: 15.05.2019

Title System: TORRENS

Office Use Only

DP1251807

PLAN OF SUBDIVISION OF
LOT 2 IN DP 1188418

LGA: GEORGES RIVER
Locality: KOGARAH
Parish: ST GEORGE
County: CUMBERLAND

Survey Certificate

I, MARK OWEN WILLIAMS

of 888 SURVEY PTY LTD, 137 SHOAL BAY ROAD, NELSON BAY NSW 2315

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

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 18 / 12 / 2018, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "X"-"Y"

Type: *Urban/~~*Rural~~

The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

Signature: ..... Dated: 18 / 12 / 2018

Surveyor Identification No: 7975
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, MICHAEL ALEXANDER

*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: Georges River Council

Date of endorsement: 29/01/2019

Subdivision Certificate number: SC 2018/0177

File number: DA 176/2016

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 1188418

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 180411 - STRATUM

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 6 sheet(s)

Office Use Only

Registered: 15.05.2019

Office Use Only

DP1251807

PLAN OF SUBDIVISION OF
LOT 2 IN DP 1188418

Subdivision Certificate number: SC2018/0177

Date of Endorsement: 29/01/2019

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED
IT IS INTENDED TO CREATE:

1. RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A)
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (B)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.6 WIDE (LIMITED IN STRATUM) (C)
4. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (D)
5. EASEMENT FOR SERVICES (WHOLE OF LOT) (E)
6. EASEMENT FOR EMERGENCY ACCESS (WHOLE OF LOT) (F)
7. RESTRICTIONS ON THE USE OF LAND (OSD) (WHOLE OF LOT) (G)
8. POSITIVE COVENANT (OSD) (WHOLE OF LOT) (H)

IT IS INTENDED TO RELEASE:

1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (VARIABLE WIDTH) DP 1108591
2. EASEMENT FOR ELECTRICITY PURPOSES (2 WIDE AND VARIABLE WIDTH) DP 1108591

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019
signed under S. 377 Local Government Act 1993

SCHEDULE OF LOT AND ADDRESS

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	254	RAILWAY	PARADE	KOGARAH
2	5	BLAKE	STREET	KOGARAH
3	258	RAILWAY	PARADE	KOGARAH

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180411 - STRATUM

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet(s)

Office Use Only

Registered: 15.05.2019

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DP1251807

PLAN OF SUBDIVISION OF
LOT 2 IN DP 1188418

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

REGISTERED PROPRIETOR

KOGARAH RSL CLUB LIMITED
ABN 75 001 032 355
In accordance with sec 127 of
The corporations Act 2001

Director Signature

~~Director~~/Secretary Signature

BRIAN BROWN

Director Name

GRANT AMER

~~Director~~/Secretary Name

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180411 - STRATUM

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet(s)

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DP1251807

PLAN OF SUBDIVISION OF LOT 2 IN DP 1188418

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

MORTGAGEE

Executed for and on behalf of **Australia and New Zealand Banking Group Limited** ABN 11 005 357 522 under Power of Attorney dated 18 November 2002 and registered in New South Wales *Book: 4376 Folio: 410* by:

ASHOK KRISHNAN

who certifies that he/she is a Senior Manager/Manager and that he/she has not received notice of revocation of that Power

Signature of Attorney
In the presence of

Signature of Witness

ANDREW LYALL

Name of Witness

242 Pitt Street
Sydney NSW 2000

Address of Witness

CONSENT AUTHORITY
GEORGES RIVER COUNCIL

Authorised Person

Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180411 - STRATUM

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 6 sheet(s)

Office Use Only

Registered: 15.05.2019

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DP1251807

PLAN OF SUBDIVISION OF LOT 2 IN DP 1188418

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

MORTGAGEE

BLUESTONE CAPITAL VENTURES (KOGARAH) PTY LIMITED
ACN 169 822 477 AS TRUSTEE FOR
BLUESTONE CAPITAL VENTURES (KOGARAH) UNIT TRUST
ABN 27 692 845 375

Stephen Peter Grant
Sole Director + Secretary

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019

signed under S. 377 Local Government Act 1993

If space is insufficient use additional annexure sheet

Surveyor's Reference: 180411 - STRATUM

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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 6 of 6 sheet(s)

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Registered: 15.05.2019

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DP1251807

PLAN OF SUBDIVISION OF LOT 2 IN DP 1188418

Subdivision Certificate number: SC 2018/0177

Date of Endorsement: 29/01/2019

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Deed

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

at

sign here ▶ Attorney	*sign here* ▶ Attorney
print name NIGEL PETER JOHN LOWRY	*print name* TREVOR MARK ARMSTRONG
I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]	I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]
sign here ▶ Witness	*sign here* ▶ Witness
print name Sharon Lee Daley	*print name* Effie Dimitriou
print address 570 George St, Sydney	*print address* 570 George St, Sydney

If space is insufficient use additional annexure sheet

Surveyor's Reference:180411 - STRATUM

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APPROVED FORM 10

CONVEYANCING ACT 1919

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

Full name and address of owner of the land:

Kogarah RSL Club Ltd
ACN 001 032 355
c/- Sparke Helmore, Level 29, 19 Martin Place, Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access variable width (limited in stratum) (A)	1, 3	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement for electricity and other purposes 6 wide and variable (limited in stratum) (B)	1, 3	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Easement for electricity and other purposes 6.6 wide (limited in stratum) (C)	3	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement for support and shelter (Whole of lot) (D)	Each lot	Each other lot
5	Easement for services (Whole of lot) (E)	Each lot	Each other lot
6	Easement for Emergency Access (Whole of lot) (F)	Each lot	Each other lot
7	Restriction on the Use of Land (OSD) (Whole of lot) (G)	Each lot	Georges River Council
8	Positive Covenant (OSD) (Whole of lot) (H)	Each lot	Georges River Council

EZO\EZO\67228398\1

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person .....
Date of Endorsement: 29/01/2019

signed under S.377 Local Government Act 1993

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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to permit encroaching structure to remain (variable width) DP1108591	2/DP1188418	2/DP1188418
2	Easement for electricity purposes (2 wide and variable width) DP1108591	2/DP1188418	2/DP1188418

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019

EZO\EZO\672283981

Signed under S.377 Local Government Act 1993

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DP1251807

Plan of Subdivision of Lot 2 in DP1188418
SC 2018/0177

PART 2 (Terms)

A Interpretation and General Provisions

(a) In this instrument the following terms have the following meaning:

Authorised User means every person authorised by the Person Benefited for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use an Authorised User may include a management committee, any lessees, employees, agents, contractors, licensees or invitees of the Person Benefited.

Council means the George River Council and includes any successor.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance, present or future and whether state, federal or otherwise.

Management Committee means a committee of that name formed under a Strata Management Statement.

Services means

Strata Management Statement means a strata management statement registered under the *Strata Titles (Freehold Development) Act 1973* which applies to any or all of the lots in the plan accompanying this instrument (or any lots created upon further subdivision of a lot in the plan) from time to time.

(b) For each easement, positive covenant and restriction on use in this instrument, each Person Benefited must comply and must ensure that its Authorised Users comply with the terms of this instrument and the Strata Management Statement when they exercise their rights or comply with their obligations under this instrument.

2 Right of Access variable width (limited in stratum) (A)

2.1 A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.

3 Easement for electricity and other purposes 6 wide and variable (limited in stratum) (B)

3.1 An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S. 377 Local Government Act 1993

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Plan of Subdivision of Lot 2 in DP1188418
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4 Easement for electricity and other purposes 6.6 wide (limited in stratum) (C)

4.1 An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

5 Easement for support and shelter (Whole of lot) (D)

5.1 An easement for support and shelter is created in any direction for those parts of the buildings now or in the future erected on the lot benefited by those parts of the lots burdened and any structures erected on it as are capable of affording that support and shelter.

5.2 The benefited lot and its Authorised Users may enter and remain on the lot burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support to the lot benefited located on the lot burdened subject to the following conditions:

(a) the benefited lot and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the owner of the lot burdened, the lot burdened and the occupiers and contents of the lot burdened; and

(b) except in the case of emergency, the benefited lot and its Authorised Users must give reasonable notice to the owner of the lot burdened of its intentions to enter the lot burdened.

5.3 If a strata plan subdividing any lot burdened is registered resulting in the creation of an easement for support under section 8AA of the *Strata Schemes (Freehold Development) Act 1973* there is an inconsistency between this easement and the easement created under section 8AA, then to the extent of that inconsistency the terms of the easement under section 8AA apply.

6 Easement for services (Whole of lot) (E)

6.1 Subject to this clause, an easement for services in terms of section 196L of the *Conveyancing Act 1919* is created in respect of all wires, cables, conduits, equipment and other structures and things relating to the Services (as defined in section 196L) which pass through or are situated in the easement site and service the lot benefited. For the purposes of this clause, Services includes those Services installed up to an including the date of issue of the final occupation certificate (within the meaning of the *Environmental Planning & Assessment Act 1979*) for the last (in time) residential building to be constructed or completed on the burdened lots or any of them

6.2 This easement has effect from the date of registration of this Instrument and continues to apply if a Strata Management Statement is registered.

6.3 The provisions of schedule 8 of the *Conveyancing Act 1919* are varied as follows:

(a) except in an emergency the benefited lot or Authorised User must give to the owner of the lot burdened or its nominee at least 48 hours notice of their intention to enter the lot burdened;

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S. 377 Local Government Act 1993

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(b) If required by the owner of the lot burdened, when exercising rights or complying with obligations, the benefited lot or Authorised User must be accompanied by and comply with the reasonable directions of the nominee of the owner of the lot burdened;

(c) in an emergency, the benefited lot or Authorised User is not required to give the owner of the lot burdened notice prior to access but must provide the owner of the lot burdened notice and details of the access undertaken during that emergency as soon as practicable afterwards; and

(d) a benefited lot or an Authorised User must cause as little inconvenience and interruption as is practicable to the Services or the usual activities carried out in the lot burdened.

6.4 When exercising rights or complying with obligations under this Instrument, each benefited lot and Authorised User must:

(a) ensure that any person carrying out the works on Services or the easement site on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to the owner or occupier of the lot burdened.

6.5 The benefited lot and each Authorised User must repair damage which they cause to a Service or the easement site.

6.6 A benefited lot and each Authorised User entering the lot burdened shall do so at his or her own risk and the benefited lot and each Authorised User releases the owner of the lot burdened and its contractors, agents and employees from all claims and demands of every kind and from all liabilities which may arise in connection with any accident or damage to property or death or injury to any person entering upon the lot burdened during the exercise of any rights granted under this easement other than as may be caused by the negligence of the owner of the lot burdened, its contractors, agents or employees.

6.7 If a strata plan subdividing any lot burdened is registered resulting in the creation of an easement for services under section 8AB of the *Strata Schemes (Freehold Development) Act 1973* then the provisions of schedule 1B of that Act as varied as set out in section 6.3 of this easement apply and if there is an inconsistency between this easement and the easement created under section 8AB, then to the extent of that inconsistency the terms of the easement under section 8AB apply.

6.8 The benefited lot and each Authorised User must not interfere with the enjoyment of the lot burdened.

7 Easement for Emergency Access (Whole of lot) (F)

7.1 During any event of emergency full and free right for the benefited lot and its Authorised Users from time to time to go pass and repass for the purposes of ingress or egress without vehicles

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019
Signed under S.377 Local Government Act 1993

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across the lot burdened for the purposes of evacuating the lot benefited in the event of fire or a fire drill or emergency.

7.2 The benefited lot and its Authorised Users entering upon the lot burdened shall do so at his or her own risk and the benefited lot and each Authorised User releases the owner of the lot burdened and its contractors, agents and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted under this easement other than as may be caused by the negligence of the owner of the lot burdened, its contractors, agents or employees.

7.3 If a Strata Management Statement affecting the lot benefited and the lot burdened is registered and it contains provisions relating to the exercise of rights under this easement, then to the extent of the inconsistency, the Strata Management Statement prevails.

8 Restriction on the Use of Land (OSD) (Whole of lot) (G)

8.1 The Registered Proprietor shall not make or permit or suffer the making of any alterations to any on-site storm water management system which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of Council. The expression "on-site storm water management system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to manage storm water quantity or quality including the temporary detention or permanent retention of storm water storages. Any on-site storm water management system constructed on the lot(s) burdened is hereafter referred to as "the system".

8.2 Name of Authority having the power to release, vary or modify the Restriction referred to is Council.

9 Positive Covenant (OSD) (Whole of lot) (H)

9.1 The Registered Proprietor will in respect of the System:

(a) keep the System clean and free from silt, rubbish and debris;

(b) maintain and repair at the sole expense of the Registered Proprietor the whole of the System in accordance with the Maintenance Schedule so that it functions in a safe and efficient manner;

(c) provided that the Council complies with its obligations under clause 9.4, permit the Council or its authorised agents from time to time and upon giving reasonable written notice to the Registered Proprietor, to enter upon the land only for the purposes of inspecting compliance with the requirements of this positive covenant;

(d) comply with the terms of any written notice issued to the Registered Proprietor by the Council in respect of the requirements of this covenant within the time stated in the notice provided that:

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

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(1) the Registered Proprietor in complying with such notice would:

(A) not be in breach of any Law or Code in respect of the Electricity Works located on the burdened land; or

(B) not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator; or

(C) if the notice provides details of any Work required to be carried out, then such Work and the time for carrying out Work must be approved by the Registered Proprietor in accordance with clause 9.2.

9.2 The Registered Proprietor will consent to the Work and/or the time for carrying out the Work under a notice referred to in clause 9.1(d)(1)(C) if the carrying pout of such Work in the requested time:

(a) is not in breach of any Law or Code in respect of the Electricity Works located on the burdened land;

(b) will not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator.

The Registered Proprietor can issue consent with or without conditions.

9.3 Pursuant to section 88F(3) of the *Conveyancing Act 1919* (Act) the Council shall have the following additional powers:

(a) in the event that the Registered Proprietor fails to carry out any Authorised Work within the time set out in a written notice issued in accordance with clause 9.1(d), the Council or its authorised agents may upon giving reasonable written notice enter the burdened land with all necessary materials and equipment and carry out the Authorised Work provided that in the exercise of its rights, the Council complies with its obligations under clause 9.4;

(b) the Council may recover from the Registered Proprietor in a court of competent jurisdiction:

(1) any expense reasonably incurred by it in exercising its powers under sub clause 9.3(a) hereof. Such expenses shall include reasonable wages for the Council's employees engaged in effecting the Authorised Work referred to in sub clause 9.3(a) above, supervising and administering the said Authorised Work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the Authorised Work; and

(2) legal costs on an indemnity basis for issue of the said notices and recovery of the sad costs and expenses together with the costs and

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

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expenses of registration of a covenant charge pursuant to s.88F of the Act or providing any certificate required pursuant to s.88G of the Act or obtaining any injunction pursuant to s.88H of the Act.

9.4 In the exercise of its rights under clause 9.1(c) and 9.3(a), the Council will or procure that its authorised agents will comply with the Registered Proprietor's reasonable directions and requirements for entry to, inspection of any carrying out of Authorised Work on burden land including but not limited to compliance with the Registered Proprietor's safety rules and procedures by an authorised officer of the Registered Proprietor at all times.

9.5 Nothing in this positive covenant is to be construed as affecting any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the Registered Proprietor may have under the *Electricity Supply Act 1995* (**Electricity Supply Act**) or Code.

9.6 Nothing in this positive covenant is intended to, or does, constitute any fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or Code. If, contrary to the operation of this clause, any provision of this positive covenant is held by a court of competent jurisdiction to constitute a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code then:

(a) Council will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied; and

(b) In the event that sub clause 9.6(a) cannot be achieved without giving rise to a fetter on the exercise by the Registered Proprietor of a statutory discretion or authority or duty specified in the Electricity Supply Act or a Code, the relevant provision is to be severed and the remainder of this positive covenant has full force and effect.

(c) The name of the Authority having the power to release vary or modify this positive covenant is Georges River Council.

9.7 For the purposes of this positive covenant:

Authorised Work means any Work approved by the Registered Proprietor in accordance with clause 9.2 and includes the method of carrying such work.

Code means any code, standard, policy or guideline regulating the operation and maintenance of electricity works or an electricity network, a Network Operator or the supply of electricity by the Registered Proprietor from time to time including the Registered Proprietor's own codes, standards, policies or guidelines.

Electricity Works has the same meaning it has in the Electricity Supply Act, being any electricity power lines or associated equipment or electricity structures that form part of a transmission or distribution system (as those terms are defined in the Electricity Supply Act).

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019
Signed under S.377 Local Government Act 1993

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Maintenance Schedule means the maintenance schedule for the System as agreed between the and Council from time to time but which shall provide for cleaning and maintenance of the System at least every 6 months.

Network Operator has the same meaning it has in the Electricity Supply Act.

System means the on-site storm water management system constructed on the burdened land.

Work means the activity or work Council requires the Registered Proprietor to carry out on the burdened land for compliance with the requirements of clause 9.1 of this positive covenant as set out under a notice issued in accordance with clause 9.1(d) and includes the method of carrying out the activity of work.

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: .....
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

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Execution:

Registered Proprietor

Executed by **Kogarah RSL Club Ltd**)
ACN 001 032 355 in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth) by:)
)

Signature of Director

BRIAN BROWN
Print name of Director

Signature of ~~Director~~/Secretary

GRANT AMER
Print name of ~~Director~~/Secretary

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person:
Date of Endorsement: 29/01/2019

EZO\EZO\6722839\1

Signed under S.377 Local Government Act 1993

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* Bluestone Capital Ventures (Kogarah) Pty Limited ACN 169 822 477 as Trustee for Bluestone Capital Ventures (Kogarah) Unit Trust ABN 27 692 845 375

Execution:

Stephen Peter Grant
Sole Director and Secretary

Mortgagee:

* Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney dated 18th November 2002 and registered in New South Wales Book: 4376 Folio: 410 by ASHOK KRISHNAN who certifies that he/she is a Senior Manager/Manager and that he/she has not received notice of revocation of that Power

Signature of Attorney
in the presence of

Signature of Witness
ANDREW LYALL
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person.
Date of Endorsement: 29/01/2019

EZO\EZO\67228398\1

Signed under S.377 Local Government Act 1993

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Execution:

Council

CONSENT AUTHORITY
GEORGES RIVER COUNCIL
Authorised Person: ...
Date of Endorsement: 29/01/2019

Signed under S.377 Local Government Act 1993

Georges River Council by its authority delegate pursuant to S. 377 Local Government Act 1993, Michael Alexander

Michael Alexander

29/01/2019
Date

I certify that I am an eligible witness and that the delegate signed by my presence

Signature of Witness

PRIYANI JAYANEERA
Name of Witness

Georges River Council, 16-32 MacMahon Street
Address of Witness Hurstville NSW 2220

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Deed

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for
ERIC Alpha Asset Corporation 1 Pty Ltd
ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd
ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd
ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd
ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015
by its attorneys under power of attorney registered book 4734 no. 366

at

sign here ▶ ..... Attorney

NIGEL PETER JOHN LOWRY

print name .....

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

sign here ▶ ..... Witness

print name Sharon Lee Daley

print address 570 George St, Sydney

sign here ▶ ..... Attorney

TREVOR MARK ARMSTRONG

print name .....

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note*below]

sign here ▶ ..... Witness

print name Effie Dimitriou

print address 570 George St, Sydney

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

REGISTERED 15.05.2019

SIGNATURES AND SEALS ONLY

FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM

Department of Lands Approval

SEE SIGNATURES FORM

Subdivision Certificate

SEE SIGNATURES FORM

SURVEYING REGULATION 2006 CLAUSE 6(2)					
	MGA CO-ORDINATES		CLASS (ORDER)	ORDER (ORDER)	ZONE
MARK	EASTING	NORTHING			
SSM 90251	341 156.198	6 239 852.631	B	2	56
SSM 90252	336 987.722	6 239 796.667	B	2	56
SSM 90253	341 015.891	6 239 720.977	B	2	56
SSM 135970	341 187.4 5	6 239 720.917	B	2	56
COMBINED FACTOR AND SCALE FACTOR 0.999955					
SOURCE MGA CO-ORDINATES ADOPTED FROM SCIMS 31-8-2014					

(A) RIGHT OF WAY AND EASEMENT (VIDE W810062)
(B) LEASE TO ENERGY AUSTRALIA FOR SUBSTATION PREMISES No 1039C (VIDE W810062)
(C) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH
(D) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE
(E) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH

BOWNS ROAD
BLAKE STREET
PARADE
RAILWAY
ENGLISH STREET
HAMPTON COURT ROAD
NEILSEN AVENUE
BELLEVUE STREET

SURVEY DIAGRAM NOT TO SCALE

SURVEY REFERENCE 15986 S16971

MPR 2012

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

DP1108591

Registered 23-5-2007
Title System TORRENS
Purpose SUBDIVISION
Ref Map UD697-72#
Last Plan DP2013, DP313556, DP843745, DP377065, DP508606

PLAN OF SUBDIVISION OF LOTS 58 & 59 DP 2013, LOT 1 DP 313556, LOT A DP 377065, LOT 1 DP 508606 AND LOT 1 DP 843745

Lengths are in metres Reduction Ratio 1 : 500

LGA KOGARAH
Locality KOGARAH
Parish ST GEORGE
County CUMBERLAND

This is sheet 1 of my plan in 2 sheets

Surveyor's Reference: 4046

SEE SIGNATURES FORM

Plans used in preparation of Survey / Compilation
DP 15 2013, 313556, 315235, 377065, 420505, 508606, 561961, 574083, 613743, 1038089

PANEL FOR USE ONLY for 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 SECTION 88B OF THE CONVEYANCING ACT 1919-1964, IT IS INTENDED TO CREATE

1. EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH
2. EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE
3. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH

APPROVED

SEE SIGNATURES FORM

MANAGER, SURVEY UNIT
DEVELOPMENT SERVICES
ENERGY AUSTRALIA

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PLAN FORM 6 ePlan * OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

PLAN OF SUBDIVISION OF LOTS 56 & 57 D.P.2013, LOT 1 D.P.313556, LOT A D.P.377065, LOT 1 D.P.506806 AND LOT 1 D.P.943745

DP1108591 *

Registered: 23-5-2007 *

Surveying Regulation, 2006

I, DANIEL G WILLIAMS
DUNLOP THORPE & CO. PTY. LTD.
of 447 KENT STREET, SYDNEY 2000
a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on

18-01-2007

The survey relates to LOTS 11 & 12

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

(Signature) Daniel G Williams *Dated:* 31-01-2007
Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y"
Type: Urban / ~~Rural~~

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 hereon 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.

"subdivision" *set out herein*
(insert 'subdivision' or 'new road')

(Authorised Person/~~General Manager/Accredited Certifier~~)
Consent Authority KOGARAH COUNCIL
Date of Endorsement 4 MAY 2007
Accreditation No. –
Subdivision Certificate No. 498/06
File No. DA /2006/498

Delete whichever is inapplicable

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves

Michael John Leonard
Solicitor for KOGARAH RSL CLUB.

COMMON
DAVID LAURENCE SMITH
SECRETARY
KOGARAH
R.S.L. CLUB
LIMITED
B.C.N. 001 032 355
SEAL
JOHN WILLIAM SAMUEL
CHAIRMAN.

Mortgagee under Mortgage No. 2905082
Signed at Sydney this 17th day of April 2007 for National Australia Bank Limited ABN 12 004 044 937 by Lynette Irene Darby its duly appointed Attorney under Power of Attorney No. 3834

Manager

Witness/Bank Officer GERALDINE MIGUEL
255 George Street, Sydney NSW

APPROVED:

MANAGER, SURVEY UNIT
DEVELOPMENT SERVICES
ENERGYAUSTRALIA

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

EA (TC) Jan 2006

SURVEYOR'S REFERENCE: 15966 S 16971

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ePlan

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

Plan: DP1108591

Plan of Subdivision of Lots 56 and 57 DP 2013, Lot 1 DP 313556, Lot A DP 377065, Lot 1 DP 506806 and Lot 1 DP 943745

Full name and address of the owner of the land:

Kogarah RSL Club Limited
254 Railway Parade
Kogarah NSW 2217

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies of Prescribed Authorities:
1	Easement for Electricity Purposes (2 wide and variable width)	Lot 12	Lot 47 DP 2013 Lot 52 DP 2013
2	Easement for Electricity Purposes (2 wide)	Lot 11	Lot 12 Lot 47 DP 2013 Lot 52 DP 2013
3	Easement to Permit Encroaching Structure to Remain (variable width)	Lot 12	Lot 47 DP 2013 Lot 52 DP 2013

Part 2 (Terms)

Name of person empowered to release, vary or modify Easement for Electricity Purposes 2 Wide numbered 2 in the plan

The easement is intended to continue only until a new substation is commissioned for the benefited lots and is released when the new substation is commissioned. On or as soon as practicable after a new substation is commissioned, the owners of the benefited lots must execute all such documents as the owner of the burdened lots may reasonably require in relation to the release of the easement.

Legal\103968381.1

Authorised Person
Kogarah Council

Req:R758957 /Doc:DP 1108591 B /Rev:30-May-2007 /NSW LRS /Pgs:ALL /Prt:03-May-2022 16:47 /Seq:2 of 2
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Plan: DP1108591

Plan of Subdivision of Lots 56 and 57 DP 2013,
Lot 1 DP 313556, Lot A DP 377065,
Lot 1 DP 506806 and Lot 1 DP 943745

Executed by **Kogarah RSL Club Limited** by
or in the presence of:

COMMON
KOGARAH
R.S.L. CLUB
LIMITED
A.C.N. 001 032 355
SEAL

Signature of Director

JOHN WILLIAM SAMUEL
Name of Director in full

Signature of Secretary/other Director

DAVID LAURENCE SMITH
Name of Secretary/other Director in full

Mortgagee:

Mortgagee under Mortgage No. 2905082
Signed at Sydney this 17th **day of** April **2007 for National Australia Bank Limited ABN 12 004 044 937**
by Lynette Vere Darby
its duly appointed Attorney under Power of Attorney No. 549 Book 3834

.....
Manager

.....
Witness/Bank Officer GERALDINE MIGUEL
255 George Street, Sydney NSW

REGISTERED 23-5-2007

Legal\103968381 1

Authorised Person
Kogarah Council

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FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM OTHERWISE REQUIRES, FORM T.P. 13A SHOULD BE USED.

T.P. 13. No. H 510947

Land Titles Office

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Lodged for Endorsement Certificate

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD of SYDNEY

(herein called transferor) being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the SUM OF SEVEN HUNDRED AND TWENTY FIVE POUNDS (£ 725.0.0) (the receipt whereof is hereby acknowledged) paid to it by

JAMES FINLAYSON STEWART OLIVER CHARLES ALDIS and JOHN HERBERT BURT do hereby transfer to

JAMES FINLAYSON STEWART, 25 High Street, Carlton Retired Master Plumber, OLIVER CHARLES ALDIS, 12 O'Brian's Road, Burwood Solicitor and JOHN HERBERT BURT, 52 Hampton Court Road, Carlton Retired Public Servant (herein called transferee) as joint tenants

ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title			Description of Part
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	ST GEORGE	WHOLE	1424	153	EXCEPTING THEREOUT the Transferor's submain sewer, manhole and shaft constructed in the said land and shown on the plan marked "A" annexed hereto and that will remain the property of the Transferor and RESERVING SUCH EASEMENT mainly for sewerage purposes as hereinafter mentioned

H15216
H 510946
H 510947

ENCUMBRANCES, &c., REFERRED TO:

(1) Lease P819740.

(2) Easement as annexed.

Signed at Sydney the ninth day of March 1960

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the Ninth day of March 1960 and signed AS WITNESS the hands of George Ernest Maunder and Andrew Noble Campbell two of the Members in whose presence the Seal was so affixed.

Seal

Transferor.

Signed in my presence by the transferee who is personally known to me

Transferee.

† Accepted, and I hereby certify this Transfer to be duly stamped for the purposes of the Real Property Act.

Transferee.

---

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with such dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by such Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer who must sign his own name, and not that of his firm, is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose any liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, certificate must be signed by Transferee personally.

NOT TO BE ALTERED BY ERASURE—See Post Note.

Description in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attestation of witness should appear before one of the above functionaries who having questioned the witness about it signs the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1954, Section 166 of the Conveyancing Act, 1919-1954 and Section 45A of the Evidence Act 1898-1954.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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...ty of Kogarah

PLAN

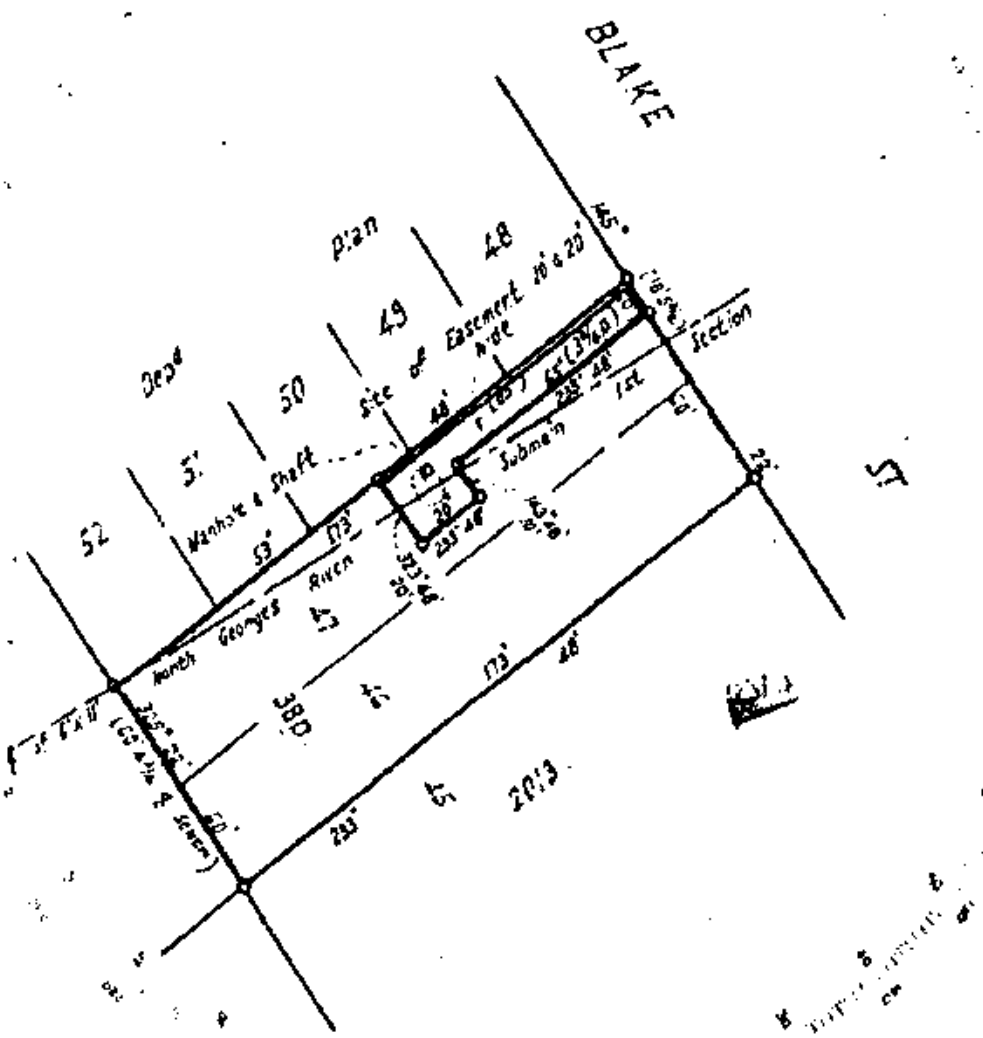
of the land in CT, Vol: 1424 Fol: 153.

Parish of St George County of Cumberland.

Scale 40 feet to an inch.

"A"

PLAN NOT REFILED



John H Bent
J. F. Stewart.

No Survey has been made.

I certify that this plan has been compiled from the information in CT V 1424 F: 153 & plan S00248 (M & S 38) and is accurate

Asst. Secretary
pl 5/2

ASST. SECRETARY
METROPOLITAN WATER
SEWERAGE & DRAINAGE
BOARD

H. Gowland.
Surveyor registered under Surveyors Act 1929-46

125510.

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EASEMENT.

EXCEPTING AND RESERVING unto the transferor full and free right and liberty for the transferor from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the land shown as "Site of Easement 10' & 20' wide on the plan marked "A" hereto annexed (hereinafter called "the said land") and upon or at such depths or levels below the surface of the said land as the transferor shall think fit such submain sewer shaft and manhole and other works with fittings and appurtenances thereto (all of which are included in the term "Works" wherever hereinafter appearing) as in its opinion may be required for sewerage purposes and to use such works for the conveyance and passage of sewage and to take up any such works and substitute in lieu thereof any new works and with the right of support at all times of all such works of the transferor as shall for the time being be in or upon the said land **AND** for any of the purposes aforesaid to enter go return pass and repass upon along and over the said land and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom all such machinery materials implements tools articles and things as the transferor shall think fit **AND** generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the transferor under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-1954 without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers or authorities hereby or by virtue of the said Act conferred on or vested in or granted to the transferor **AND** in relation to such easement and rights as are hereinbefore excepted and reserved to the transferor the transferees DO and each of them DOTH **COVENANT** with the transferor **THAT** the transferees will not erect construct or place upon the said land shown as Site of Easement 10' & 20' wide on the said plan marked "A" hereto annexed any building or other structure whatsoever **AND** that the transferees will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land **AND** the transferees **COVENANT** with the transferor that whenever in the exercise of the rights powers and authorities aforesaid it shall be necessary to break up the surface of the said land or damage any fencing of the transferees the transferor shall upon completion of such work reinstate and restore such land or fencing (as the case may be) to its former condition so far as shall be reasonably practicable.

John H Burt

J. G. Stewart

Transferees.

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the Ninth day of March, 1960 AS WITNESS the hands of George Ernest Saunder and Thomas de Burgh two of the Members in whose presence the Seal was so affixed.

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marginal note.)

225 FOREST ROAD
HURSTVILLE

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

b This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19 .

Signed in the presence of—

c Strike out unnecessary words. Add any words matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[d]

Appeared before me at , the day of , one thousand nine hundred and , the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

d To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER

Transfer [illegible] new number
[illegible] Grant for [illegible]

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 4
2 5
3 6

Received Date
Nos.
Receiving Clerk

Checked by

Particulars entered in Register Book,
Volume 11424 Folio 153

Signed in Duplicate by

the 19th day of May 19 61
15 minutes past 3 o'clock in the afternoon.

Signed by

Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

Vol. Fol.

FEES.

The Fees, which are payable on lodgment, are as follows—

(a) $2 where the memorandum of transfer is accompanied by the [illegible] Certificate of Title or Crown Grant, otherwise $5 for the first. Where the instrument is to be endorsed on more than one folium of the [illegible] additional charge of $1 is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of $2 is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the same charges are—
(i) $2 for every Certificate of Title not exceeding 15 folios and without [illegible]
(ii) $5 [illegible] for every Certificate of Title not exceeding 15 folios with [illegible] simple diagram;
(iii) as approved where more than one simple diagram, or an extensive [illegible] will appear.

Where the engrossing exceeds 15 folios, an amount of 4c per [illegible] folio is payable.

LRS 6457-F

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Form: 13PC
Release: 2.1
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POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 19

AF408216A

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Re 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**

11/1108591 and D/420505

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
602T	DLA Phillips Fox T: 9286 8000 201 Elizabeth Street, Sydney NSW 2000 LLPN: 123441E Reference: TJL:CLS:0479794	PC

(C) **REGISTERED PROPRIETOR**

EnergyAustralia (ABN 67 505 337 385)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Kogarah Council

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

DATE 31/03/10

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

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

Signature of witness:☐

Name of witness:☐ MATTHEW DELLO

Address of witness:☐ Kogarah City Council 84 Railway Parade, Kogarah 2217

Signature of authorised officer:☐

Name of authorised officer:☐ GEORGE ANDONOSKI

Position of authorised officer:☐ MANAGER PLANNING & DEVELOPMENT

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

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: BRIDGET ANNE THOMSON

Address of witness: 570 GEORGE ST SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: KATHERINE MARGARET GUNTON

Signing on behalf of: ENERGY AUSTRALIA

Power of attorney-Book: ~~4350~~ 4528

-No.: 401

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

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

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

Signature of witness:☐

Name of witness:☐

Address of witness:☐

Signature of N.A.

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DLA PHILLIPS FOX

THIS IS ANNEXURE 'A' REFERRED TO IN THE POSITIVE COVENANT BETWEEN ENERGYAUSTRALIA (AS REGISTERED PROPRIETOR) AND KOGARAH COUNCIL (AS PRESCRIBED AUTHORITY) IN RESPECT OF FOLIO IDENTIFIER 11/1108591 and FOLIO IDENTIFIER D/420505

DATED: 31 March 2010

Positive covenant

1 The Registered Proprietor will in respect of the System:

1.1 keep the System clean and free from silt, rubbish and debris;

1.2 maintain and repair at the sole expense of the Registered Proprietor the whole of the System in accordance with the Maintenance Schedule so that it functions in a safe and efficient manner;

1.3 provided that the Council complies with its obligations under clause 4, permit the Council or its authorised agents from time to time and upon giving reasonable written notice to the Registered Proprietor, to enter the land only for the purposes of inspecting compliance with the requirements of this positive covenant;

1.4 comply with the terms of any written notice issued to the Registered Proprietor by the Council in respect of the requirements of this covenant within the time stated in the notice provided that:

1.4.1 the Registered Proprietor in complying with such notice would:

(a) not be in breach of any Law or Code in respect of the Electricity Works located on the Burdened Land; or

(b) not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator, or

Executed by Kogarah Council	**Executed by EnergyAustralia**

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1.4.2 if the notice provides details of any Work required to be carried out, then such Work and the time for carrying out Work must be approved by the Registered Proprietor in accordance with clause 2.

2 The Registered Proprietor will consent to the Work and/or the time for carrying out the Work under a notice referred to in clause 1.4.2 if the carrying out of such Work in the requested time:

2.1 is not in breach of any Law or Code in respect of the Electricity Works located on the Burdened Land; and

2.2 will not prevent or be likely to prevent the Registered Proprietor from complying with its obligations in its capacity as a Network Operator.

The Registered Proprietor can issue consent with or without conditions.

3 Pursuant to Section 88F(3) of the Conveyancing Act 1919 ('**Act**') the Council shall have the following additional powers:

3.1 in the event that the Registered Proprietor fails to carry out any Authorised Work within the time set out in a written notice issued in accordance with clause 1.4, the Council or its authorised agents may upon giving reasonable written notice enter the Burdened Land with all necessary materials and equipment and carry out the Authorised Work provided that in the exercise of its rights, the Council complies with its obligations under clause 4;

3.2 the Council may recover from the Registered Proprietor in a court of competent jurisdiction:

3.2.1 any expense reasonably incurred by it in exercising its powers under subclause 3.1 hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the Authorised Work referred to in subclause 3.1 above, supervising and administering the said Authorised Work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said Authorised Work; and

Executed by Kogarah Council	**Executed by EnergyAustralia**

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3.2.2 legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

4 In the exercise of its rights under clauses 1.3 and 3.1, the Council will or procure that its authorised agents will comply with the Registered Proprietor's reasonable directions and requirements for entry to, inspection of and carrying out of Authorised Work on the Burdened Land including but not limited to compliance with the Registered Proprietor's safety rules and procedures and the requirement for Council or its authorised agents to be accompanied by an authorised officer of the Registered Proprietor at all times.

5 Nothing in this positive covenant is to be construed as affecting any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the Registered Proprietor may have under the Electricity Supply Act or a Code.

6 Nothing in this positive covenant is intended to, or does, constitute any fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code. If, contrary to the operation of this clause, any provision of this positive covenant is held by a court of competent jurisdiction to constitute a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, then:

6.1 Council will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied; and

6.2 in the event that subclause 6.1 cannot be achieved without giving rise to a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, the relevant provision is to be severed and the remainder of this positive covenant has full force and effect.

7 The name of the Authority having the power to release vary or modify this positive covenant is Kogarah Council.

Executed by Kogarah Council	**Executed by EnergyAustralia**

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DLA PHILLIPS FOX

8 For the purposes of this positive covenant:

'**Act**' means the *Conveyancing Act 1919 (NSW)* as amended from time to time and any re-enactment or subordinate legislation or regulations issued under that act.

'**Authorised Work**' means any Work approved by the Registered Proprietor in accordance with clause 2 and includes the method of carrying out such Work.

'**Burdened Land**' means the land burdened by this positive covenant.

'**Code**' means any code, standard, policy or guideline regulating the operation and maintenance of electricity works or an electricity network, a Network Operator or the supply of electricity by the Registered Proprietor from time to time including the Registered Proprietor's own codes, standards, policies or guidelines.

'**Council**' means Kogarah Council.

'**Electricity Supply Act**' means the *Electricity Supply Act 1995 (NSW)* as amended from time to time and any re-enactment or subordinate legislation or regulations issued under that act.

'**Electricity Works**' has the same meaning it has in the Electricity Supply Act, being any electricity power lines or associated equipment or electricity structures that form part of a transmission or distribution system (as those terms are defined in the Electricity Supply Act).

'**Law**' includes any requirement of any statute, rule, regulation, proclamation, ordinance, present or future, and whether state, federal or otherwise and includes the Electricity Supply Act.

'**Maintenance Schedule**' means the maintenance schedule for the System as agreed between the Registered Proprietor and Council from time to time but which shall provide for cleaning and maintenance of the System at least every 6 months.

'**Network Operator**' has the same meaning it has in the Electricity Supply Act.

'**Registered Proprietor**' means the registered proprietor of the Burdened Land.

Executed by Kogarah Council	**Executed by EnergyAustralia**

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'**System**' means the on-site stormwater management system constructed on the Burdened Land as detailed on drawing number 183516 prepared by Kann Finch Group dated 20 July 2007 and approved by Kogarah Council in conjunction with Development Consent number 347/07.

'**Work**' means the activity or work Council requires the Registered Proprietor to carry out on the Burdened Land for compliance with the requirements of clause 1 of this positive covenant as set out under a notice issued in accordance with clause 1.4 and includes the method of carrying out the activity or work.

Executed by Kogarah Council	**Executed by EnergyAustralia**

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DLA PHILLIPS FOX

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence:

.....
Signature of witness

MATTHEW DERLIN
Name of witness (print)

KOGARAH CITY COUNCIL
Address of witness (print)
84 Railway Parade
KOGARAH NSW 2217

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

.....
Signature of authorised officer

GEORGE ANDONOSKI
Authorised officer's name

Signing on behalf of **Kogarah Council**

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence:

.....
Signature of witness

BRIDGET ANNE THOMSON
Name of witness (print)

570 GEORGE STREET
Address of witness (print)
SYDNEY 2000 NSW

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

.....
Signature of attorney

KATHERINE MARGARET GUNTON
Name of attorney (print)

Signing on behalf of **EnergyAustralia**

Power of attorney - Book: 4528 No: 401

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Form: 13RPA
Release: 2.2
www.lands.nsw.gov.au

RESTRICTION ON TH USE OF LAND BY A PRESCRIBED AUTHOR

New South Wales
Section 88E(3) Conveyancing Act 19..

AF408217X

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**

11/1108591 and D/420505

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
602T	DLA Phillips Fox T: 9286 8000 201 Elizabeth Street, Sydney NSW 2000 LLPN: 123441E Reference: TJL:CLS:0479794	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
EnergyAustralia (ABN 67 505 337 385)

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Kogarah Council

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

DATE 31/03/10

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

Signature of witness:
Name of witness: MATTHEW DEVLIN
Address of witness: Kogarah City Council
84 Railway Parade
Kogarah NSW 2217

Signature of authorised officer:
Name of authorised officer: GEORGE ANDONOSKI
Position of authorised officer: MANAGER PLANNING & DEVELOPMENT

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:
Name of witness: BRIDGET ANNE THOMSON
Address of witness: 570 GEORGE ST. SYDNEY 2000 NSW

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:
Attorney's name: KATHERINE MARGARET GUNTON
Signing on behalf of: ENERGYAUSTRALIA
Power of attorney-Book: ~~4250~~ 4528
No.: 401

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

Signature of witness:
Name of witness:
Address of witness:

Signature of N.A.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0807

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

Req:R758960 /Doc:DL AF408217 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2022 16:47 /Seq:2 of 5
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DLA PHILLIPS FOX

THIS IS ANNEXURE 'A' REFERRED TO IN THE RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY BETWEEN ENERGYAUSTRALIA (AS REGISTERED PROPRIETOR) AND KOGARAH COUNCIL (AS PRESCRIBED AUTHORITY) IN RESPECT OF FOLIO IDENTIFIER 11/1108591 and FOLIO IDENTIFIER D/420505

DATED: 31 March 2010

Restrictions on Use of Land for On-site Stormwater Management Systems

1 The Registered Proprietor shall not make or permit or suffer the making of any alterations to any System which is constructed on the Burdened Land without the prior consent in writing of Council ('**Restriction**'), such consent not to be withheld where the carrying out of such alterations is required:

(a) to remedy or prevent a breach of any Law or Code in respect of the Electricity Works located on the Burdened Land; or

(b) to allow the Registered Proprietor to comply with its obligations in its capacity as a Network Operator.

2 The expression '**System**' shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to manage stormwater quantity or quality including the temporary detention or permanent retention of stormwater storages.

3 Nothing in this restriction on use is to be construed as affecting any obligation, privilege, right, power, authority, duty, liability, immunity or remedy that the Registered Proprietor may have under the Electricity Supply Act or a Code.

4 Nothing in this restriction on use is intended to, or does, constitute any fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code. If, contrary to the operation of this clause, any provision of this restriction on use is held by a court of competent jurisdiction to constitute a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, then:

(a) Council will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied; and

Executed by Kogarah Council	**Executed by EnergyAustralia**

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(b) in the event that subclause 4(b) cannot be achieved without giving rise to a fetter on the exercise by the Registered Proprietor of any statutory power or discretion or authority or duty specified in the Electricity Supply Act or a Code, the relevant provision is to be severed and the remainder of this restriction on use has full force and effect.

5 The name of the Authority having the power to release, vary or modify this restriction on use is Council.

6 For the purposes of this restriction on use:

'Burdened Land' means the land burdened by this restriction on use.

'Code' means any code, standard, policy or guideline regulating the operation and maintenance of electricity works or electricity network, a Network Operator or the supply of electricity by the Registered Proprietor from time to time including the Registered Proprietor's own codes, standards, policies or guidelines.

'Council' means Kogarah Council.

'Electricity Supply Act' means the *Electricity Supply Act 1995 (NSW)* as amended from time to time and any re-enactment or subordinate legislation or regulations issued under that act.

'Electricity Works' has the same meaning it has in the Electricity Supply Act, being any electricity power lines or associated equipment or electricity structures that form part of a transmission or distribution system (as those terms are defined in the Electricity Supply Act).

'Law' includes any requirement of any statute, rule, regulation, proclamation, ordinance, present or future, and whether state, federal or otherwise and includes the Electricity Supply Act.

'Network Operator' has the same meaning it has in the Electricity Supply Act.

Executed by Kogarah Council	**Executed by EnergyAustralia**

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'**System**' means the on-site stormwater management system constructed on the Burdened Land as detailed on drawing number 183516 prepared by Kann Finch Group dated 20 July 2007 and approved by Kogarah Council in conjunction with Development Consent number 347/07.

'**Registered Proprietor**' means the registered proprietor of the Burdened Land.

Executed by Kogarah Council	**Executed by EnergyAustralia**

Req:R758960 /Doc:DL AF408217 /Rev:07-Apr-2010 /NSW LRS /Pgs:ALL /Prt:03-May-2022 16:47 /Seq:5 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:22777

DLA PHILLIPS FOX

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence:

Signature of witness

MATTHEW DEANE

Name of witness (print)

KOGARAH CITY COUNCIL

Address of witness (print)
84 Railway Parade
KOGARAH NSW 2217

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer

GEORGE ANDONOSKI

Authorised officer's name

Signing on behalf of **Kogarah Council**

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence:

Signature of witness

BRIDGET DUNNE THOMSON

Name of witness (print)

50 GEORGE ST

Address of witness (print)
SYDNEY 2000 NSW

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney

KATHERINE MARGARET GUNTON.

Name of attorney (print)

Signing on behalf of **EnergyAustralia**

Power of attorney - Book: 4528 No: 401

GEORGES RIVER COUNCIL

PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2) and 10.7(5)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Our Reference: **PL2022/1572**
Your Reference: **22777**
Date of Issue: **03/05/2022**

Infotrack Pty Ltd
Dx 578
SYDNEY NSW 2000

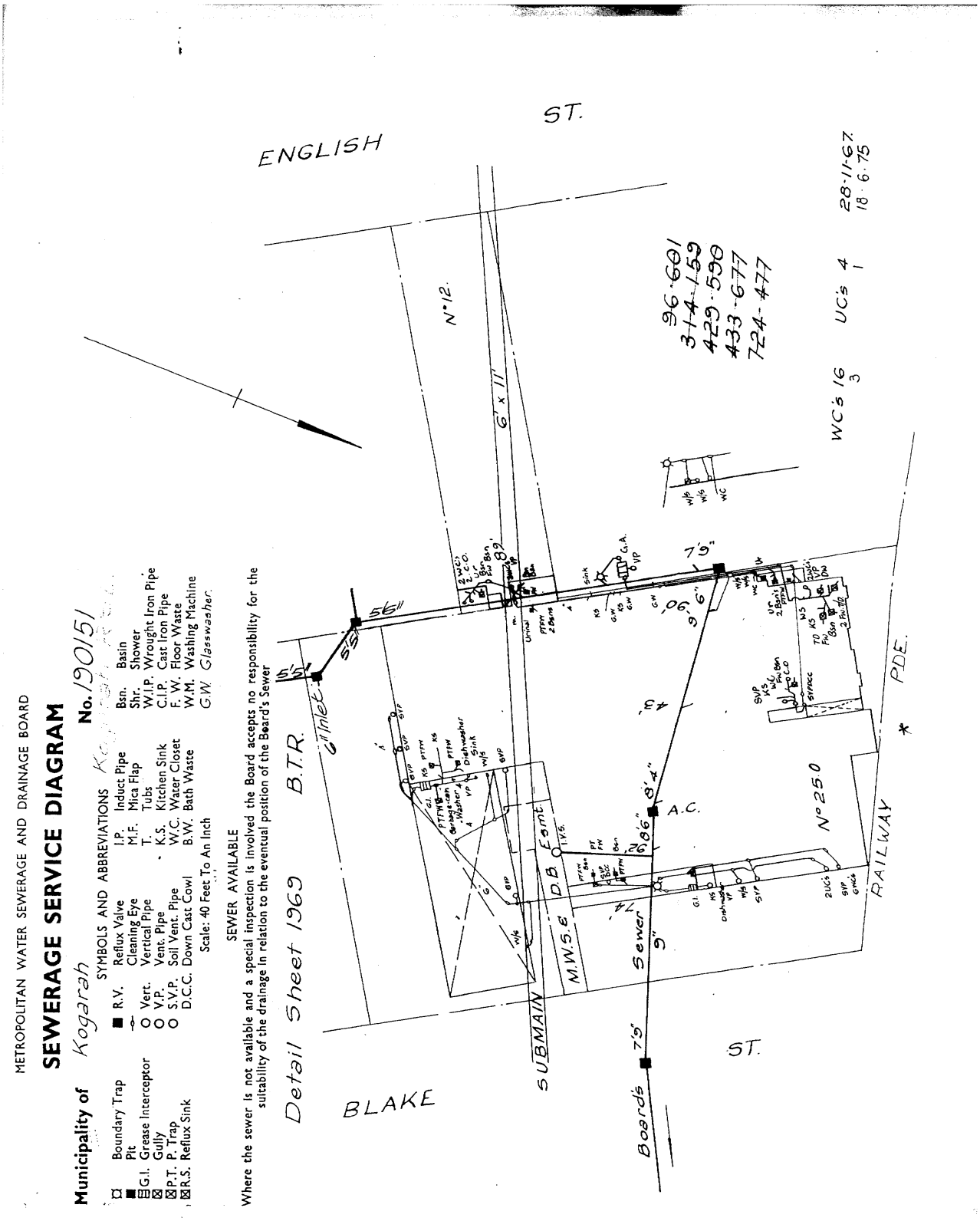
Property Number:	**82943**
Property Address:	**310/258 Railway Parade KOGARAH NSW 2217**
Legal Description:	**Lot 36 SP 97728**

Thank you for your Section 10.7 Planning Certificate Application. Council is unable to generate an automatic online certificate for this property at this time. Your application has been forwarded to Council's Planning Assistant and will be manually processed within five (5) working days.

Please contact Council on 9330 6400 for further information.

Sewer Service Diagram

Application Number: 8001625178

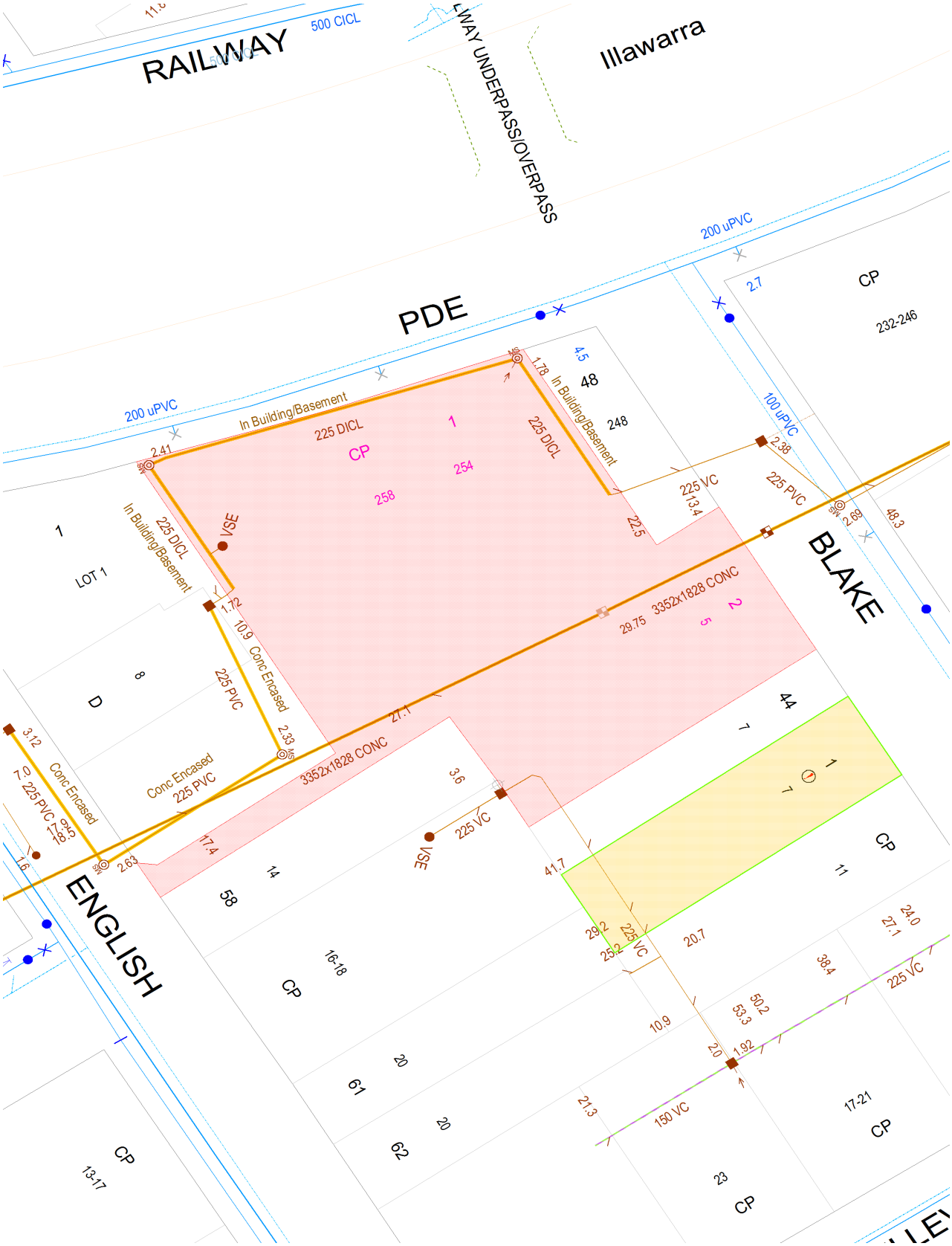


Document generated at 03-05-2022 05:00:33 PM

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**.

Service Location Print

Application Number: 8001625179



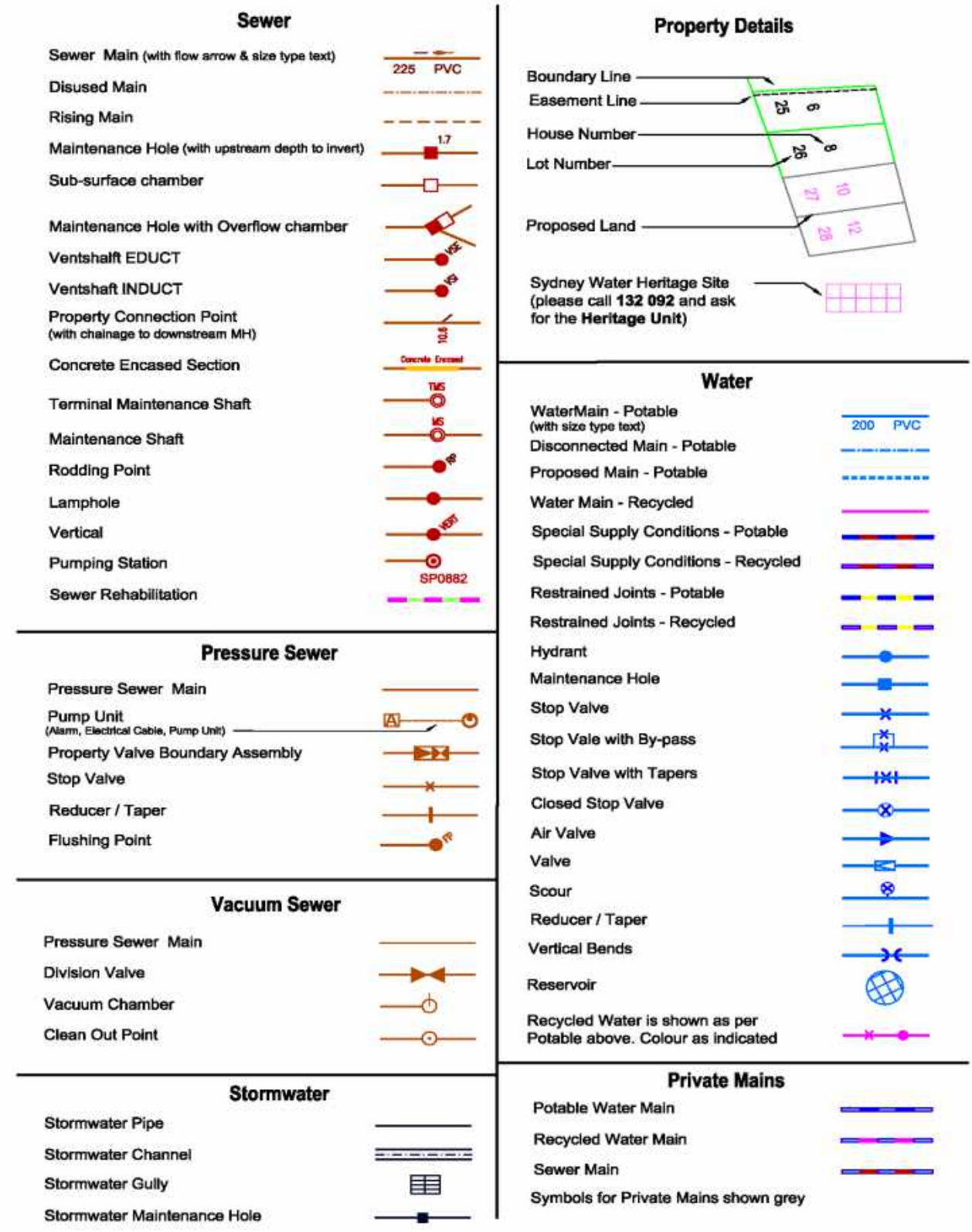
Document generated at 03-05-2022 05:00:44 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend



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**.