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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Adrian Willliam Real Estate**	**Mobile: 0424 998 008** **Contact: Danil Saveliev**
co-agent		
vendor	**Danny Kyle Eaves** **101/305 Trafalgar Street, Petersham, NSW 2049**	
vendor's solicitor	**GH Property Practice Pty Ltd** **Shop 2, 459-463 New Canterbury Road,** **Dulwich Hill NSW 2203** **PO Box 173, Dulwich Hill NSW 2203**	**Phone: 02 9590 3394** **Email: george@ghpropertypractice.com.au** **Ref: GH:20261122**
date for completion	**12 weeks after the contract date** (see special condition 63)	(clause 15)
land (address, plan details and title reference)	**101/305 Trafalgar Street, Petersham NSW 2049** **Strata Plan: Lot 144 Strata Plan SP 100143** **Folio Identifier: 144/SP100143**	
	☒ 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: 1,2,6,8,9,10,33,34,35. ☐ 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	☒ ducted air conditioning	☒ curtains	☐ insect screens	☒ range hood
	☐ blinds	☒ dishwasher	☐ TV antenna	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: microwave, oven, built-in retractable screen on balcony.		

exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer 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 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

Other

- ☐ 61

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

Jamison Strata Management
Telephone: 02 8969 3300

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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 residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

(b) ask the relevant local council whether it holds 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.

101/305 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

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 the Act, section 66W, 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, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 to resolve the dispute 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

101/305 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

10/605 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
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;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
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);
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;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
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*;
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*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
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);
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*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
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;*
populate	to complete data fields in the *Electronic Workspace*;

101/305 TRAFALGAR STREET SHAMNSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
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 20 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *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 4 can operate more than once.

LOT 803 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 16.5.
3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 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
4.2.2 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.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 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.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW 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*.

LOT 1 IN DP AFASCAN ST PETERSHAM NSW 2049

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4.13 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 –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 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 –

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

2019 EDITION TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

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

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary 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.

101/305 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

LOT 1 SP 1 PARKLANDS ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.

14.6 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.

14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 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.

16.4 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

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

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).

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

10/180 TRAFALGAR ST PETERSHAM NSW 2049

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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 4, 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.

LOT 1 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
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 14.6 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.

101/30 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

10/350 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 whatever is reasonably necessary 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 –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

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

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 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.

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

25.11 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.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

10/30 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

101/88 PRAHRAN ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a 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 burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 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
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 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.
30.8 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.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *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 –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 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).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *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.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

2016305 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

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.

101/305 TRAFALGAR ST PETERSHAM NSW 2049

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

THE FOLLOWING ARE SPECIAL CONDITIONS
TO THE CONTRACT FOR THE SALE AND PURCHASE OF LAND

BETWEEN: DANNY EAVES as VENDOR

AND: as PURCHASERS

DATED:

32. GENERAL VARIATIONS TO THE STANDARD CONDITIONS 1 TO 31

32.1 Delete the whole of clause 3;

32.2 Clause 7.1.1 is amended by replacing "5%" with "0.1%";

32.3 Deleting clause 7.2;

32.4 Deleting Clause 14.4;

32.5 Deleting Clause 17.3;

32.6 Deleting Clause 23.9;

32.7 Deleting Clauses 23.13 and 23.14, Purchaser must apply and pay for their own s184 Certificate and under authority of clause 23.15.

33. PURCHASER'S WARRANTIES

33.1 The Purchaser acknowledges that they do not rely upon any representations, if any, made to them by or on behalf of the Vendor other than those contained in this Contract.

33.2 The Agreements, provisions, terms, conditions and warranties contained in this Contract comprise the whole of the bargain between the Vendor and Purchaser and the Vendor and the Purchaser expressly agree and declare that no further or other agreements, provisions, terms, conditions or warranties whether oral or in writing exist or apply.

33.3 The property is sold in its present condition and state of repair with all faults, latent and patent and subject to any infestation and to any fair wear and tear, including any extension/alteration conducted with or without approval by the Local Government from the date of this Contract to the Completion date. The Purchaser acknowledges that they are purchasing the property in reliance upon their own inspection, their own legal advice, general enquiries, enquiries with regards to land size and that they shall have no objection, requisition or claims for compensation against the vendor or the vendor(s) legal representative and shall not be entitled to rescind this Contract in respect of all or any of the matters referred to in or arising from this Clause. In particular the purchaser shall not require the vendor to remove any chattels, items of furniture, debris or belongings or rubbish from or on the premises, including and not limited to underneath and the surrounding land of the property.

33.4 The Purchaser hereby acknowledges that a sufficient statement of the Vendor's title is contained in this Contract.

33.5 The Purchaser acknowledges that they have conducted their own professional searches on the property and accepts the property, the building, the drainage and sewer system, the fixtures, the fittings, the furnishings (where applicable), the alterations and/or the extensions therein in their present condition and state of repair with all faults latent, patent subject to fair wear and tear as provided in clause 10.1.4, the Purchaser cannot make a claim or requisition or rescind or terminate this Contract in this regard, including any extension/alteration/Pergola(s)/Shed or any other main structure conducted with or without approval by the Local Government.

33.6 The vendor does not hold a Building Certificate and/or Occupation Certificate issued under the Local Government Act 1993 in respect of the property. The Vendor shall not be required to apply for, carry out work required by the relevant Council or do anything else necessary for the issue of a Building Certificate and/or Occupation Certificate.

This Contract is not conditional upon the issue of a Building Certificate and/or Occupation Certificate.

34. GOODS AND SERVICES TAX

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

35. CAPACITY

35.1 Without in any matter negating, limiting or restricting any rights or remedies which would have been available to any party at law or in equity had this clause not been included herein. Should the Purchaser (or any one or more of them, if a party consists of more than one), prior to completion.

35.2 Die or become mentally ill, then the Vendor may rescind this Contract by notice in writing forwarded to the Solicitor named in this Contract as the Solicitor for the Purchaser and the provisions of clause 19 of the Contract shall apply; or

35.3 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 summons for its winding up presented against it or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Act 2001, or should any liquidator, receive or official manager appointed in respect of the Purchaser, then the Purchaser shall be deemed to be in default of this Contract.

36. INVALIDITY AND CONSTRUCTION

36.1 If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

36.2 Where there is any inconsistency between these Special Conditions and the printed provisions of this Contract, these Special Conditions shall prevail.

36.3 Headings are inserted for convenience of reference only.

37. AGENT

37.1 The Purchaser warrants to the Vendor that they were not introduced to the property by any agent other than the Vendor's Agent (if any) as shown on the front page of this Contract, nor was any other agent the effective cause of the sale in this Contract.

37.2 The Purchaser must at all times indemnify and keep indemnified the Vendor against any claim for commission by any person other than the Vendor's Agent arising out of a breach of the warranty in Special Condition 37.1 and all actions, proceedings and expenses arising out of any such claim.

37.3 The Purchaser(s) acknowledges that they are purchasing the property in reliance upon their own inspection, their own legal advice, general enquiries, enquiries with regards to land size and that they shall have no objection, requisition or claims for compensation against the vendor or the estate agent noted on the front page of this contract for any misrepresentation and shall not be entitled to rescind this Contract in respect of all or any of the matters referred to in or arising from this Clause.

37.4 This Clause 37 shall not merge on completion.

38. COMPLETION

38.1 The parties agree that completion shall take place as shown on the front page of this Contract.

38.2 The parties agree that fourteen (14) days from the date of service will be a sufficient period for any Notice to Complete, and time will be of the essence.

38.3 In addition to the right of the Vendor to issue a Notice to Complete, it is an essential term of this Contract that if completion does not take place as at the completion date shown on the front page of this Contract, the Purchaser must pay to the Vendor on completion (in addition to all other monies payable to the Vendor pursuant to this Contract) interest on the balance of the purchase price at the rate of eight per centum (8%) per annum calculated daily from and including the completion date shown on the front page of this Contract, up to and including the day of completion of this Contract provided however that should completion at any time be delayed by reason of the Vendor's default then interest shall not be charged for the period during which completion was so delayed. In addition to the interest, the Purchaser also agrees to pay to the Vendor on the date of actual completion, a sum of *Three hundred and thirty dollars ($330.00)* by way of liquidated damage to compensate the Vendor, being reasonable legal costs in respect of the issue and service of the notice and the Purchaser acknowledges this is to be a reasonable sum.

38.4 Completion shall take place not later than 30 minutes before banking closes on the day of settlement, and in the case of an incoming producing property should this not occur, then adjustments shall be calculated as at the next banking day.

38.5 The Purchaser shall not be entitled to delay completion of this Contract nor make any requisition, objection or claim for compensation by reason of:

38.5.1 charge on the land; or

38.5.2 any land tax being not assessed or assessed and not paid; or

38.5.3 any extra works requested by the Purchaser and agreed to be done by the Vendor not being completed.

PROVIDED ALWAYS that the Vendor shall upon completion provide to the Purchaser with a written undertaking to attend to payment of land tax or to complete as soon as possible the matters referred to in 38.5.1 and 38.5.3 above. The Purchaser agrees to accept such undertaking.

38.6 The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor shall not be deemed to be unable or not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

39. ENCUMBRANCES

Upon completion of this Contract the Vendor shall deliver to the purchaser the Certificate of Title, a proper form of discharge of mortgage or withdrawal of caveat in registrable form in respect of any mortgage or caveat (other than a caveat lodged upon the title to the property and to which this Contract is not subject) and shall allow the Purchaser the registration fee payable upon any such discharge or withdrawal and the Purchaser shall make no objection of such discharge of mortgage or withdrawal of caveat prior to completion of this Contract.

40. RELEASE OF DEPOSIT

40.1 Notwithstanding anything else in this Contract, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for:

40.1.1 Payment of land tax (if any);

40.1.2 The sole purpose of a deposit for the Vendor's to purchase another property; and

40.1.3 Payment of Stamp Duty for the vendors purchase (if required).

The execution of this Contract by the Purchaser shall be full and irrevocable authority to the Deposit holder to release such deposit.

41. SETTLEMENT ADJUSTMENT SHEET AND ADJUSTMENTS OF RATES

If at the time of completion there is an oversight or error on calculating the Settlement Figures, including the Purchase price, Deposit, Rates for Adjustment, the parties hereby agree that such oversight or error will be corrected upon either party by notice in writing advising the other of such oversight or error. After calculating the revised settlement figures or rates, the party shall make such payment or reimbursement to the Vendor or Purchaser respectively immediately. This clause shall not merge on completion.

42 DEPOSIT OF LESS THAN 10% (Vendor(s) consent is required)

In the event that the Vendor accepts a *five* (5%) or lesser amount or any other amount of deposit of the purchase price instead of the full (10%) deposit as at the date of this Contract, then the below clauses are agreed by the vendor and purchaser:

42.1 If the Purchaser defaults in any of their obligations under this Contract entitling the Vendor(s) to terminate, then the balance of the 10% deposit (the other 5% Deposit) (being $_____) will immediately become due and must be payable by the Purchaser to the Vendor(s) without further notice; and

42.2 In the event the deposit was invested into an interest bearing account, any interest earned on the deposit shall be paid to the Vendor only as the Vendor becomes entitled to both the interest and the deposit.

42.3 If the Vendor agrees to accept a lesser amount of the 10% deposit on exchange, it is agreed that the Vendor shall be entitled to recover the difference, balance and/or outstanding deposit from the Purchaser on completion or in the event the purchaser defaults and if the incorrect deposit is adjusted in the settlement figures the purchaser must pay the difference immediately upon notice and this clause does not merge on completion.

42.4 It is agreed that the Vendor shall be entitled to recover from the Purchaser the difference between the part deposit paid and the deposit as shown on the front page of this Contract as a liquidated debt.

42.5 In the event that this Contract is terminated and the Vendor is entitled to keep or recover the Deposit, the Vendor shall be entitled to sue for recovery of so much of the balance of the Deposit

43. FIRB

43.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser or this Contract.

43.2 If there is a breach of this warranty, the Purchaser must indemnify the Vendor in respect of any losses, damages, fines or legal costs incurred by the Vendor as a consequence of the breach. This clause shall not merge on completion and it's applied to this Contract notwithstanding the standard provisions 22.

PURCHASER'S WARRANTIES

44. Without in any matter excluding, modifying or restricting the rights of the purchaser under section 52A (2)(b) of the Conveyancing Act 1919 and the Conveyancing (Vendor disclosure and Warranty) Regulation 1986, the Vendor makes no Warranty as to the completeness or accuracy of any of the documents or copy documents annexed hereto.

45. The Purchaser must at all times indemnify and keep indemnified the Vendor against any claims in respect to any disclosed or non-disclosed encroachments on the subject property. The Purchaser must satisfy themselves at their own expense whether the property is subject to any encroachments. The Purchaser acknowledges that he takes title to the property subject to and cannot make any objection, requisition or claim nor delay completion nor rescind this Contract in respect of or arising out of any disclosed or non-disclosed encroachments.

46. The Purchaser will make no objection, requisition or claim for Compensation if there is any encroachment by or upon the subject property or if the property together with the improvements thereon does not comply with the provisions of the Local Government Act or any ordinance made thereunder.

47. The Purchaser acknowledges that he takes title to the property subject to and cannot make any objection, requisition or claim nor delay completion nor rescind this Contract in respect of or arising out of any installation or services (including sewers, drains, pipes, cables and wires) which are on or pass through or over the property or which are used in common with any adjoining land or pass through any other land or that there are or are not any easements or rights in respect of such installations or services affecting or benefiting the property.

48. If applicable to the property/land, the Vendor hereby specifically discloses to the Purchaser that, the Electricity Commission of New South Wales upon the Purchaser making an enquiry to them may make a statement to the effect that the land, the subject of this Contract lies within an area over which the Electricity Commission holds a petroleum licence pursuant to the Petroleum Act, 1955 and no objection or requisition can be made by the purchaser in relation thereto.

49. ZONING – Purchaser(s) satisfied itself

To the extent permitted by law, the Purchaser will be deemed to have satisfied itself as to the manner in which the property is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act* 1979 (as amended from time to time) or any restriction or prohibition whether statutory or otherwise relating to the zoning of the property or development on the property or to the use to which the property may be put and any existing proposals for realignment, widening or sitting of a road by any authority and the Purchaser must not take any Action by reason of any of those matters. The Purchaser acknowledges the Vendor's disclosure in the annexed planning certificate issued under Section 10.7 of the *Environmental Planning and Assessment Act 1979.*

50. SEWERAGE SERVICE DIAGRAM

The Purchaser acknowledges that the sewerage service diagram (if attached) and the sewer mains diagram annexed hereto is the only one available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage service diagram.

51. CREDIT/FINANCE TO PURCHASE

The Purchaser acknowledges that the vendor has entered into this contract in the reliance on the purchaser's warranty that:

(a) Finance has been obtained by the Purchaser;
(b) The terms of such finance are reasonable for the Purchaser's needs; and
(c) Such finance is sufficient to allow the Purchaser to complete this Contract; or
(d) The purchaser does not require credit in the order to pay for the property; or
(e) The purchaser cannot rescind the contract by virtue of any non-availability of credit/finance as at the completion date or at any other time.

52. DEPOSIT BOND (Vendor(s) Consent is required)

The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

The Purchaser MUST exchange contracts and provide the original deposit bond to the vendor or the vendors conveyancer/solicitor or estate agent on exchange.

Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor or conveyancer will be deemed to be payment of the deposit in accordance with this contract.

The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

53. DELETED

54. STRATA

Where the property hereby is sold is or is intended to be a lot or lots or otherwise Part of a Strata Plan under the Strata Scheme Management Act 1996, as amended, the purchaser shall make no requisition, objection, or claim for compensation in respect of the condition or state of repair or any fault or defects (whether latent or patent) in any common property which is comprised in such Strata Plan.

55. CHRISTMAS BREAK

For the purpose of this contract any notice or time limit for the doing of any act or compliance with any obligation by either party which expires or falls due on any date between 14th December 2026 and 15th January 2027 (both dates inclusive) shall be deemed to expire or fall due on 18th January 2027.

56. VENDOR NOT REQUIRED TO PROVE OLD SYSTEM TITLE WHEN OLD CAUTION ON FOLIO IDENTIFIER

As the folio identifier for the subject property issued more than 6 years prior to the proposed date of completion hereof the purchaser, following transfer to the purchaser, may remove the caution noted on the folio identifier by the making of an application. Therefore, the purchaser will not require the vendor to abstract the old system title of the subject property, nor prove title other than as a Torrens title with the caution noted thereon. The purchaser will following settlement make application for removal of the caution in accordance with section 28M of the Real Property Act 1900.

57. HOMEOWNERS WARRANTY INSURANCE

The vendor(s) discloses to the purchaser(s) that they do not hold a copy of the Home Owners Warranty Insurance and the Purchaser acknowledges that they are purchasing the property in reliance upon their own inspection, enquiries, searches and knowledge that there will not be a copy of the home owners warranty insurance policy provided to the purchaser(s) and the purchaser(s) shall have no objection, requisition or claims for compensation and shall not be entitled to rescind this Contract in respect of all or any of the matters referred to in or arising from this Clause

58. STRATA SPECIAL LEVIES (IF APPLICABLE)

If this Contract pertains to the Sale of a property within a Strata Plan, in the event that there is special contribution levied by the Owners Corporation which is not a regular periodic contribution:

(a) The Vendor(s) shall be liable for all instalments towards that special contribution, which are due and payable before the Contract date; and

(b) The Purchaser(s) shall be liable for all instalments towards that special contribution, which are due and payable after the Contract date.

59. ENTIRE AGREEMENT

The purchaser acknowledges that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties as at the date hereof notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the purchaser expressly acknowledges that it has not been induced to enter into this contract by any representation verbal or otherwise made by or on behalf of the vendor which is not set out in the body of this contract or the schedules or annexures hereto.

60. GUARANTEE FOR CORPORATE PURCHASER

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

SIGNED by)
the guarantors in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

SIGNED by)
the guarantors in the presence of:)

_____
Signature

_____
Signature of Witness

_____
Print Name of Witness

61. Land Tax payable by Purchaser Notwithstanding

Notwithstanding any other provision herein relating to the payment of land tax by the purchaser, if the vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to 31 December of the given year and the purchaser delays completion or requests a completion date after 31 December – the purchaser shall pay to the vendor on completion as part of the settlement monies the land tax.

62. Deposit required for settlement

If the vendor requires the deposit to be made available at completion of this sale for the Vendor to complete a simultaneous purchase of another property or to discharge the vendors liabilities under any mortgage associated with the property, the purchaser agrees to authorise the deposit holder to have the deposit available at settlement by transferring it to the trust account of PEXA to enable the deposit money to be uploaded on the PEXA platform for settlement. The selling agent may transfer the deposit money to the designated PEXA trust account upon request, without further authority from the Purchaser's solicitors.

63. COMPLETION WITHIN 12 WEEKS – EARLY COMPLETION BY VENDOR

63.1 Early Completion Notice

If for any reason the vendor wishes to complete this contract at any time prior to the completion date the vendor may complete on any such date provided that the vendor gives the purchaser written notice **("Early Completion Notice")** of its intention to complete prior to the completion date and specifying a date **("Early Completion date")** being a date not less than 14 days after the date of the Early Completion Notice.

63.2 Earliest Date

Despite special condition 63.1 the vendor may not give the purchaser an Early Completion Notice appointing an Early Completion Date being a date prior to the expiration of 28 days from the date of this Contract.

63.3 New Completion Date

If the vendor gives the purchaser an Early Completion Notice the Early Completion Date is and is deemed to be the Completion Date.

64. Conditions of sale of land by auction

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A vendor bid must not be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of vendor bids that may be made.

(c) The highest bidder is the purchaser, subject to any reserve price.

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(f) A bidder is taken to be bidding on their own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(g) A bid cannot be made or accepted after the fall of the hammer.

(h) As soon as practicable after the fall of the hammer, the purchaser must sign the agreement for sale.

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

(i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 14 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.

(j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.

(k) Immediately before making a vendor bid, the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land, or the sale of such land by a seller as executor or administrator:

(l) More than one vendor bid may be made to purchase the interest of a co-owner.

(m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.

Section 66W Certificate

I, _____ of _____, certify as follows:

1. I am a solicitor/licensed conveyancer currently entitled to practise in New South Wales.

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 101/305 Trafalgar Street, Petersham, from Danny Eaves to _____ in order that there is no cooling off period in relation to that contract.

3. I do not act for Danny Eaves and am not employed in the legal practice of a solicitor acting for Danny Eaves nor am I a member or employee of a firm of which a solicitor acting for Danny Eaves is a member or employee.

4. I have explained to _____:

   (a) the effect of the contract for the purchase of that property;

   (b) the nature of this certificate; and

   (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated:

_____

_____

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 144/SP100143

SEARCH DATE	TIME	EDITION NO	DATE
4/9/2026	12:49 PM	2	13/7/2022

LAND

LOT 144 IN STRATA PLAN 100143
AT PETERSHAM
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

DANNY KYLE EAVES (T AS304116)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100143
2 AS304117 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20261122... PRINTED ON 4/9/2026

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Received: 04/09/2026 12:49:35

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100143

SEARCH DATE	TIME	EDITION NO	DATE
4/9/2026	12:49 PM	5	6/5/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100143 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PETERSHAM
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP100143

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100143
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC
NSW 1481

SECOND SCHEDULE (27 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1256665
3 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH DP1256665
SP100143 THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE THE STRATA MANAGEMENT STATEMENT S.108 STRATA SCHEMES DEVELOPMENT ACT 2015
4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
5 AR432305 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO. 77892 DESIGNATED L1-L4 IN DP1275262 TOGETHER WITH THE RIGHT OF WAYS AND EASEMENTS REFERRED TO IN CLAUSES 1 AND 2 OF ANNEXURE A AND DESIGNATED (E1-E2) & (R1-R4) ON DP1275262. EXPIRES: 11/5/2071. OPTION OF RENEWAL: 25 YEARS.
6 DP1256665 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
7 DP1256665 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

8	DP1256665	EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
9	DP1256665	EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
10	DP1256665	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11	DP1256665	EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
12	DP1256665	RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13	DP1256665	RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
14	DP1256665	EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
15	DP1256665	EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
16	DP1256665	EASEMENT FOR LIFT ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	DP1256665	EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
18	DP1256665	EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
19	DP1256665	EASEMENT FOR FUTURE ACCESS AND MAINTENANCE AND EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
20	DP1256665	EASEMENT FOR FUTURE ACCESS AND MAINTENANCE AND EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
21	DP1256665	POSITIVE COVENANT
22	DP1256665	RESTRICTION(S) ON THE USE OF LAND
23	DP1256665	EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
24	DP1256665	EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED
25	DP1256665	EASEMENT FOR PUBLIC ACCESSWAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
26	AS653050	INITIAL PERIOD EXPIRED
27	AW95252	CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 2 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 100143

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	43	2	43	3	43	4	60
5	60	6	39	7	43	8	78
9	58	10	58	11	42	12	43
13	59	14	59	15	59	16	59
17	42	18	58	19	43	20	59
21	59	22	59	23	59	24	42
25	58	26	43	27	59	28	59
29	59	30	59	31	42	32	58
33	43	34	59	35	59	36	60
37	60	38	43	39	58	40	44
41	60	42	60	43	60	44	60
45	43	46	43	47	44	48	60
49	60	50	60	51	60	52	43
53	43	54	44	55	58	56	43
57	43	58	43	59	43	60	58
61	40	62	37	63	58	64	59
65	43	66	40	67	43	68	43
69	60	70	59	71	37	72	37
73	58	74	59	75	43	76	40
77	43	78	43	79	60	80	59
81	37	82	37	83	58	84	59
85	43	86	40	87	43	88	44
89	60	90	59	91	41	92	38
93	58	94	59	95	43	96	40
97	43	98	44	99	60	100	59
101	41	102	38	103	59	104	60
105	44	106	41	107	44	108	44
109	61	110	60	111	41	112	38
113	59	114	60	115	44	116	41
117	44	118	45	119	61	120	60
121	41	122	38	123	59	124	60
125	44	126	44	127	44	128	45
129	61	130	60	131	42	132	39
133	59	134	60	135	45	136	45
137	45	138	45	139	61	140	60
141	42	142	39	143	60	144	42
145	38	146	60	147	37	148	58
149	58	150	43	151	58	152	43
153	38	154	59	155	37	156	59
157	58	158	43	159	58	160	43
161	38	162	59	163	40	164	59
165	58	166	43	167	58	168	43
169	39	170	59	171	38	172	59
173	58	174	43	175	58	176	44

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP100143 PAGE 4

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

STRATA PLAN 100143

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
177	39	178	59	179	38	180	59
181	59	182	44	183	58	184	44
185	39	186	60	187	38	188	60
189	59	190	44	191	59	192	44
193	39	194	60	195	41	196	60
197	59	198	44	199	59		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20261122... PRINTED ON 4/9/2026

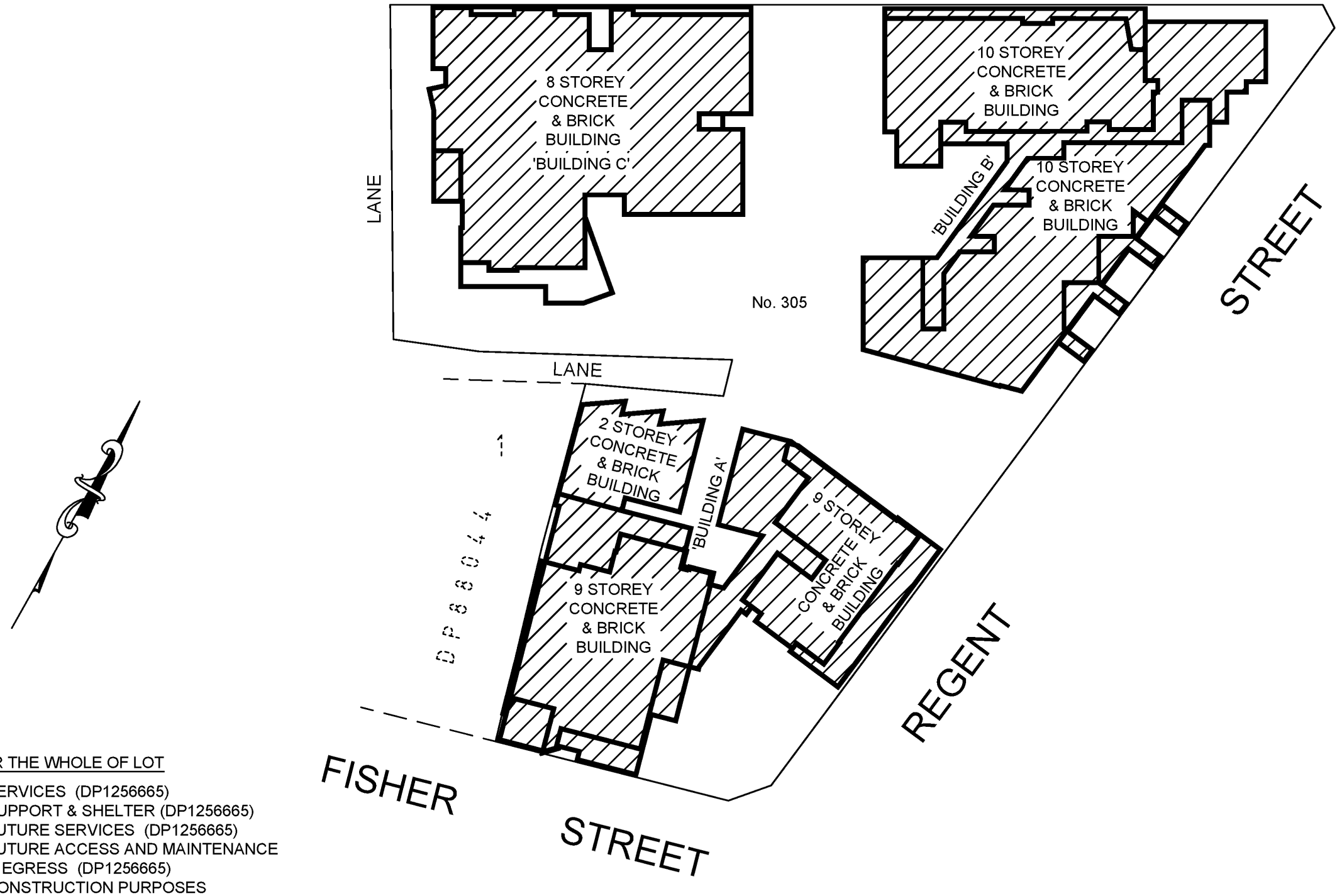
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Received: 04/09/2026 12:49:36

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN
SITE PLAN



EASEMENTS OVER THE WHOLE OF LOT

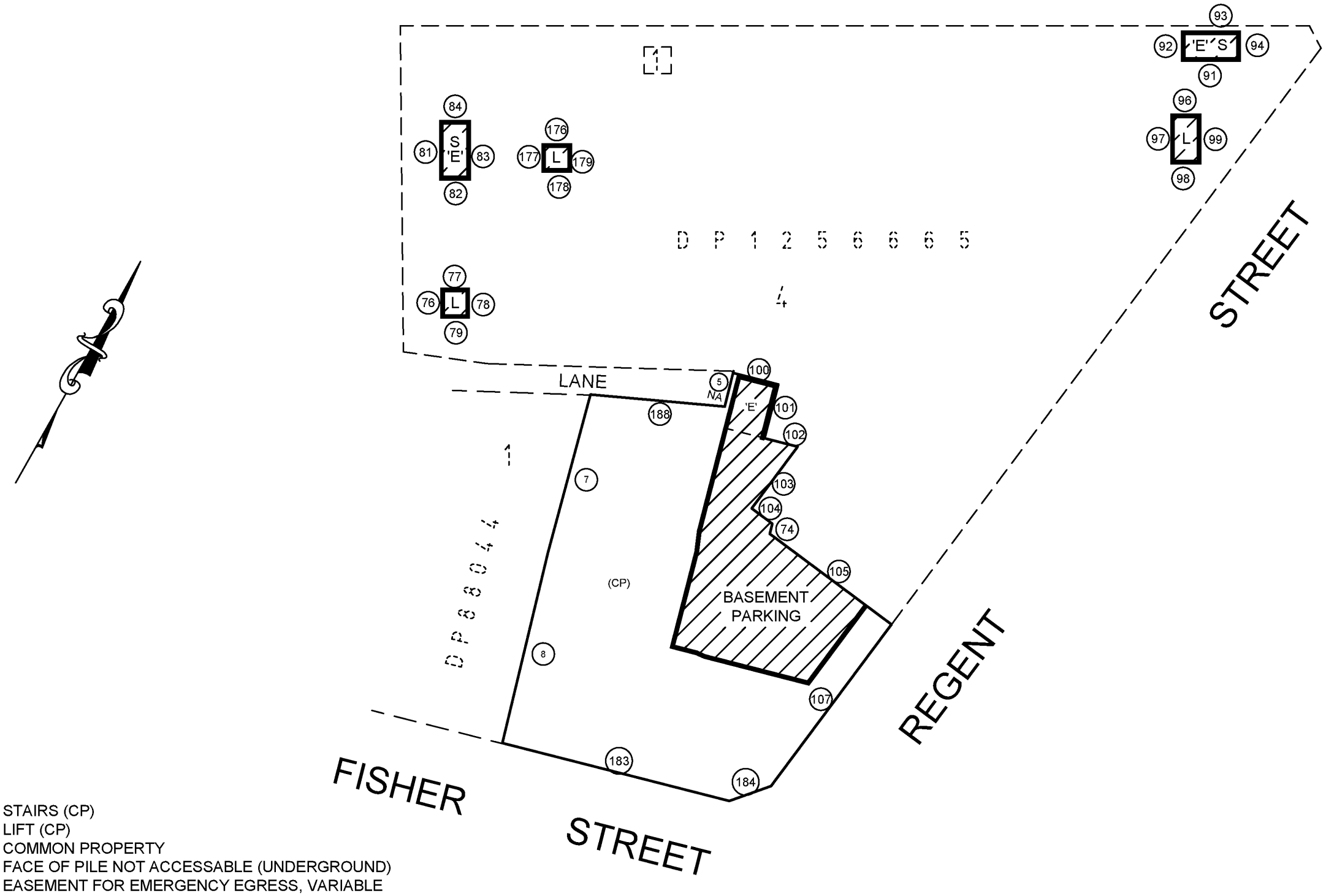
EASEMENT FOR SERVICES (DP1256665)
EASEMENT FOR SUPPORT & SHELTER (DP1256665)
EASEMENT FOR FUTURE SERVICES (DP1256665)
EASEMENT FOR FUTURE ACCESS AND MAINTENANCE AND EMERGENCY EGRESS (DP1256665)
EASEMENT FOR CONSTRUCTION PURPOSES (DP1256665)

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:1 of 58
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LOCATION PLAN
BASEMENT 5 AND BELOW



S DENOTES STAIRS (CP)
L DENOTES LIFT (CP)
CP DENOTES COMMON PROPERTY
NA DENOTES FACE OF PILE NOT ACCESSABLE (UNDERGROUND)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM) (DP1256665)

SEE SHEET 11 FOR SHORT LINE TABLE

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 500		
REFERENCE: 4440-18SP		Lengths are in metres		

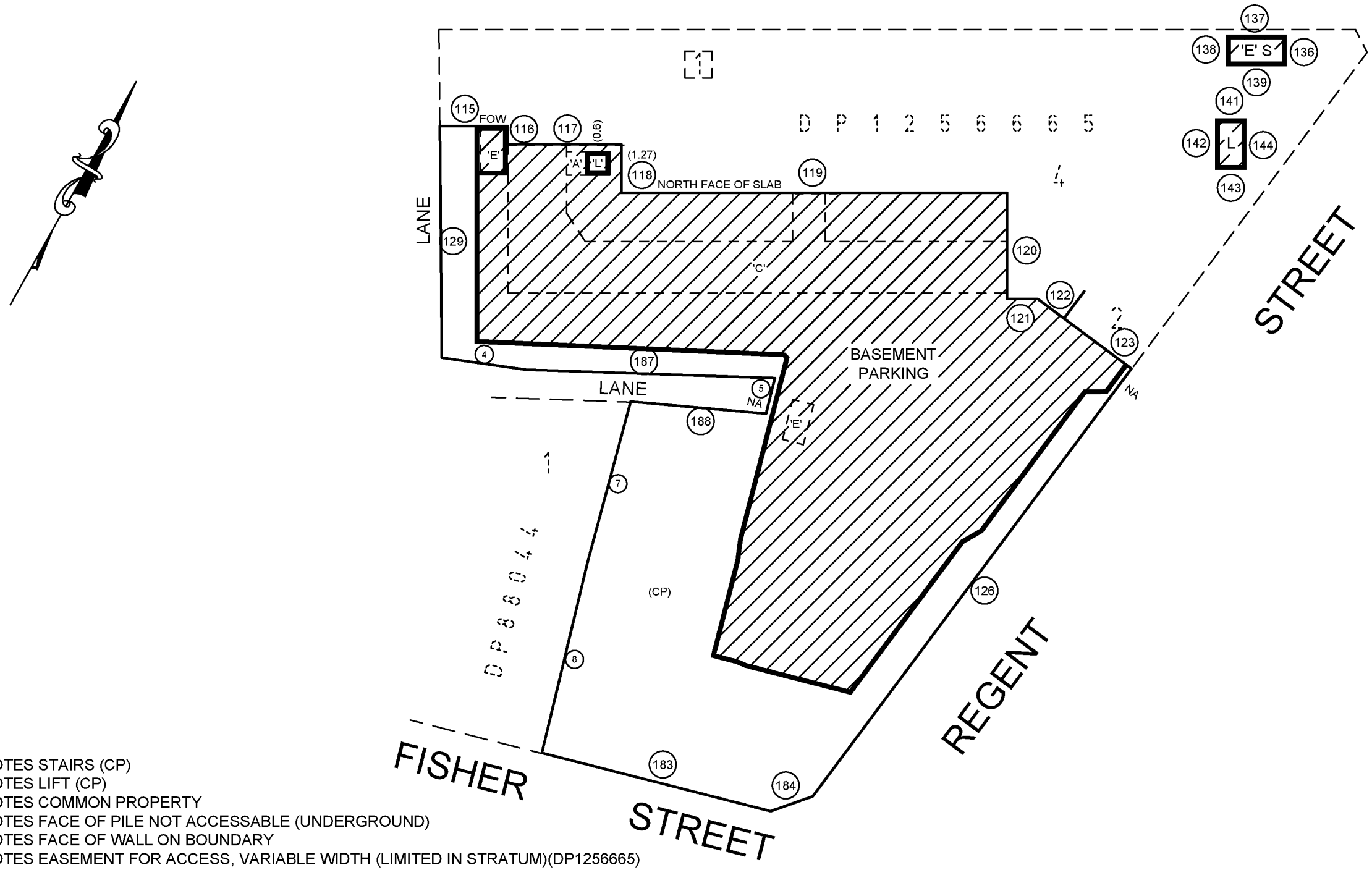
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LOCATION PLAN

BASEMENT 4



S DENOTES STAIRS (CP)
L DENOTES LIFT (CP)
CP DENOTES COMMON PROPERTY
NA DENOTES FACE OF PILE NOT ACCESSABLE (UNDERGROUND)
FOW DENOTES FACE OF WALL ON BOUNDARY
'A' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'L' DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)

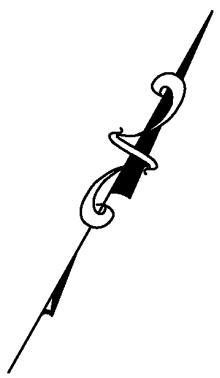
SEE SHEET 11 FOR SHORT LINE TABLE

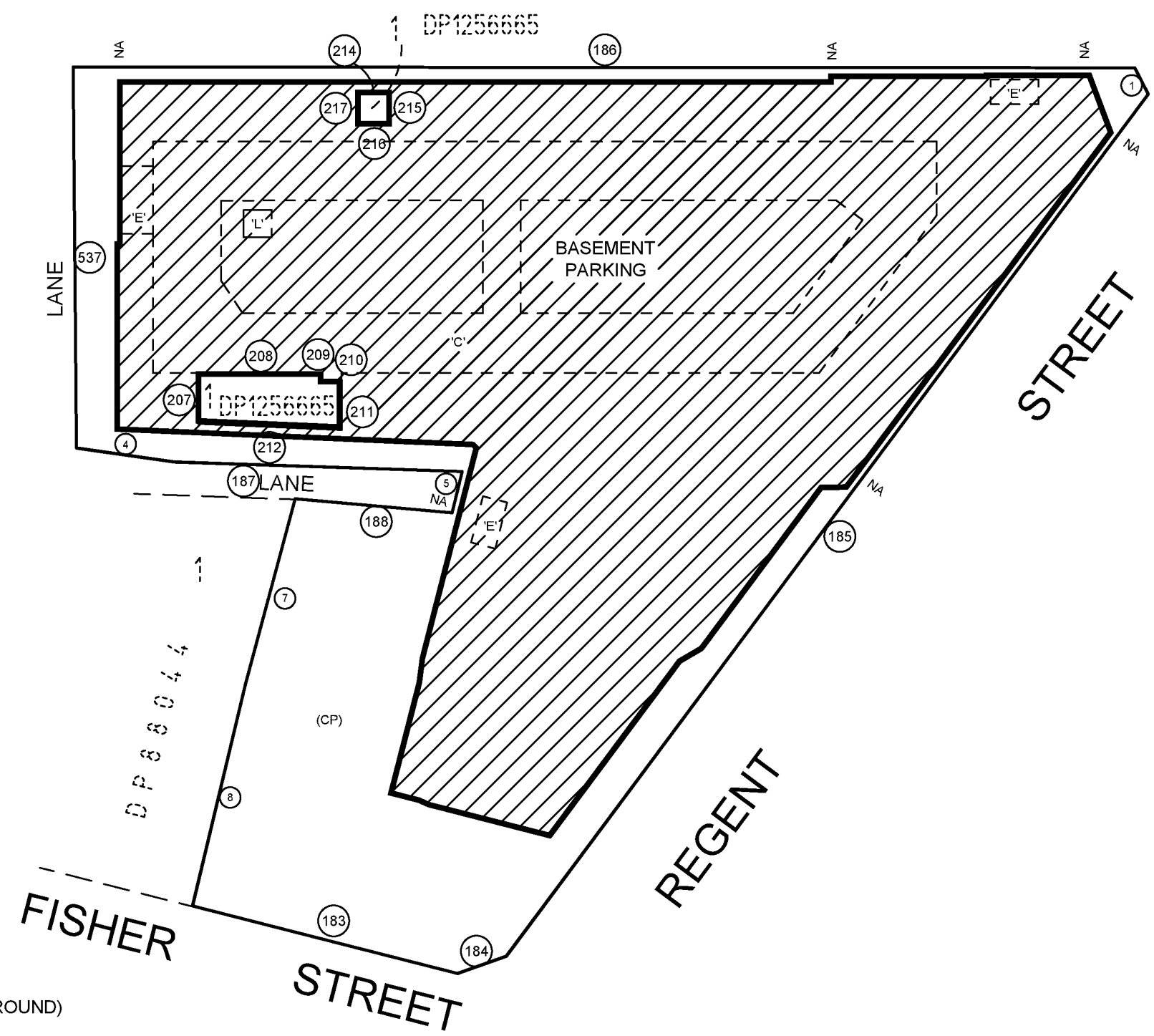
SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 500		
REFERENCE: 4440-18SP		Lengths are in metres		

DATE ADDED SEE 2022-347 26/04/2022

LOCATION PLAN

BASEMENT 3





CP DENOTES COMMON PROPERTY
NA DENOTES FACE OF PILE NOT ACCESSABLE (UNDERGROUND)
FOW DENOTES FACE OF WALL ON BOUNDARY
'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'L' DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)

SEE SHEET 11 FOR SHORT LINE TABLE

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

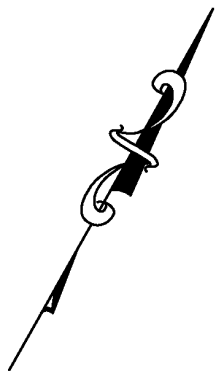
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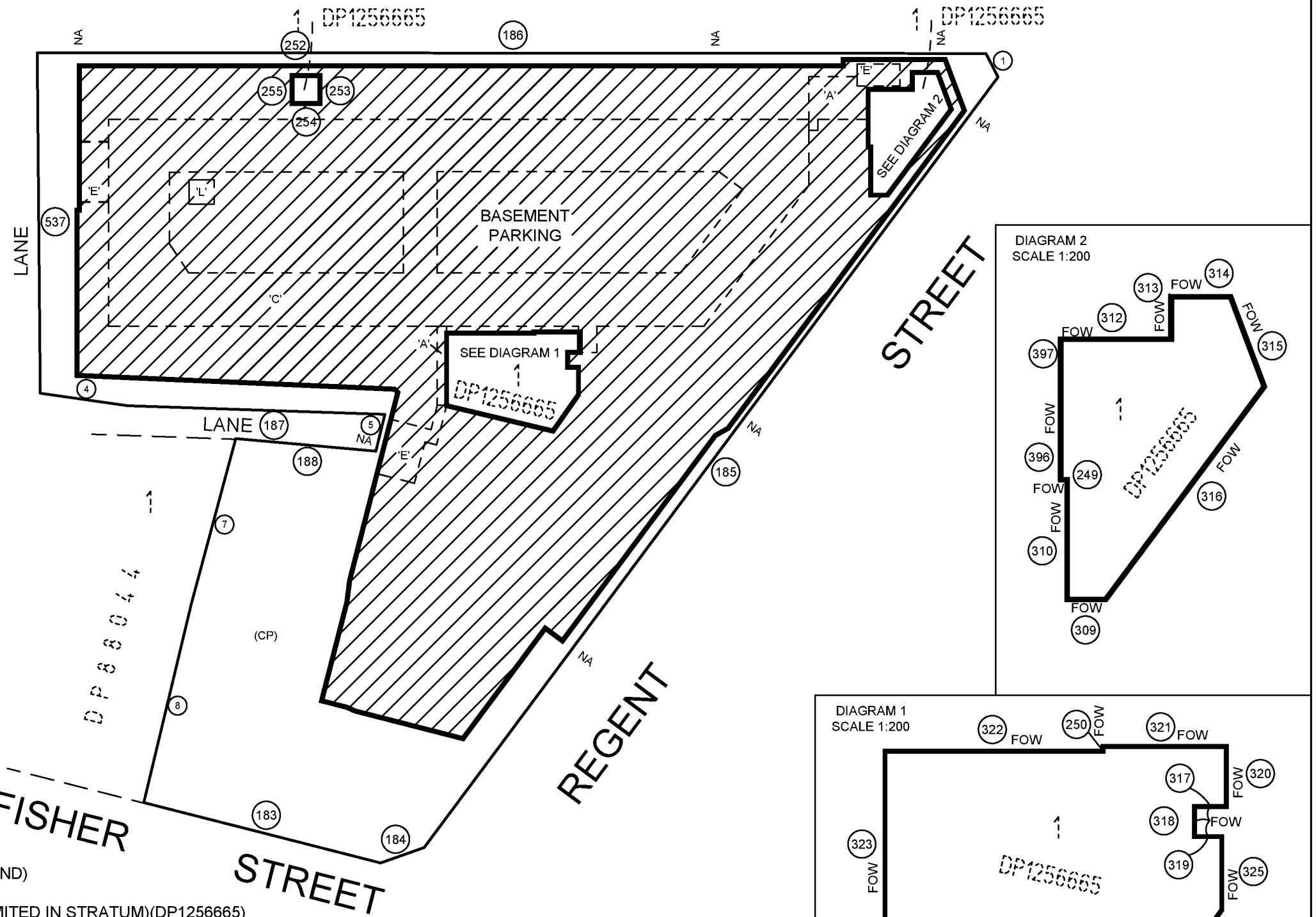
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Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:5 of 58
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LOCATION PLAN

BASEMENT 2





CP DENOTES COMMON PROPERTY
NA DENOTES FACE OF PILE NOT ACCESSABLE (UNDERGROUND)
FOW DENOTES FACE OF WALL ON BOUNDARY
'A' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'L' DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)

SEE SHEET 11 FOR SHORT LINE TABLE

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

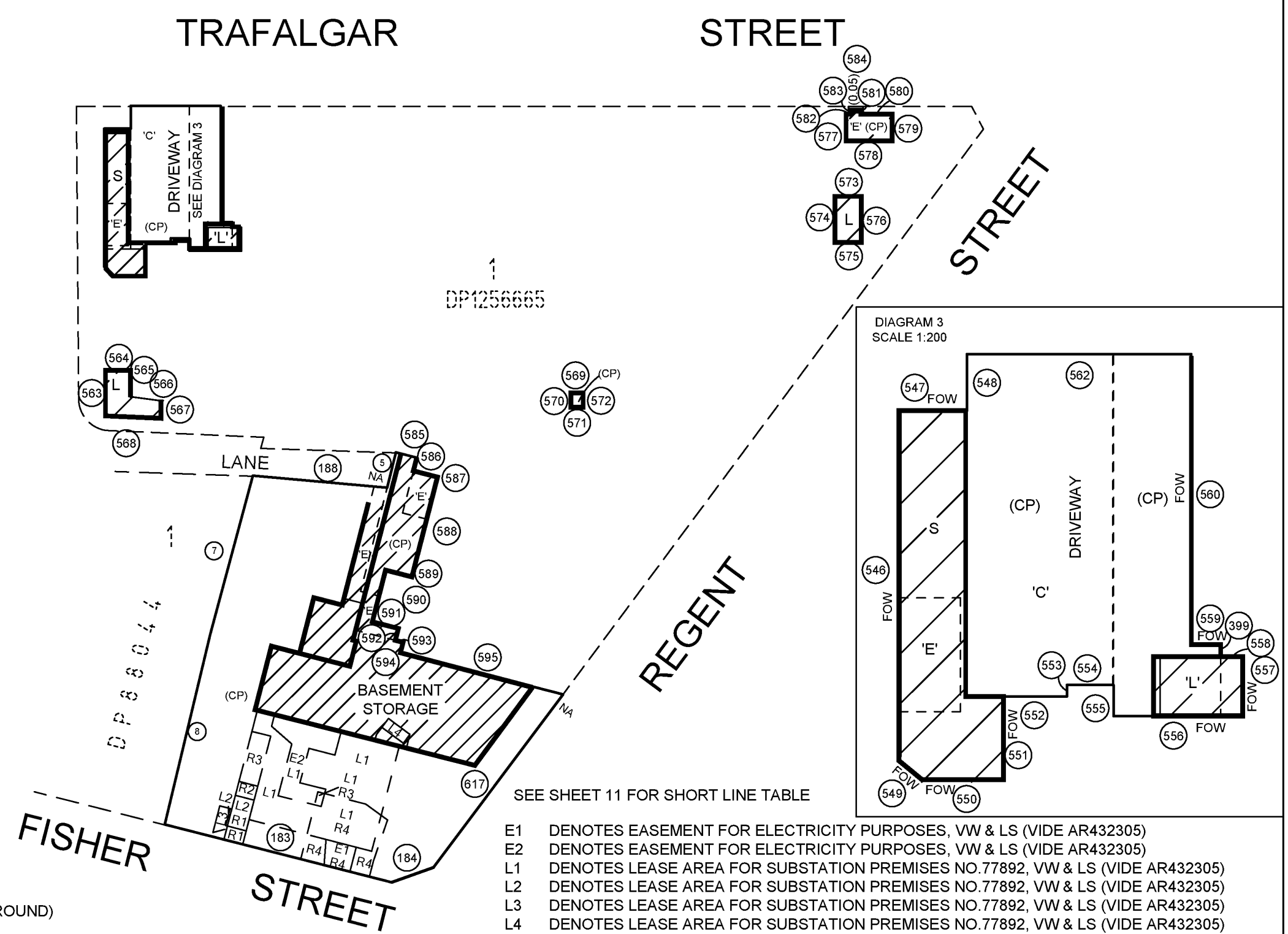
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LOCATION PLAN

GROUND





SEE SHEET 11 FOR SHORT LINE TABLE

L	DENOTES LIFT (CP)
S	DENOTES STAIRS (CP)
CP	DENOTES COMMON PROPERTY
VW	DENOTES VARIABLE WIDTH
LS	DENOTES LIMITED IN STRATUM
NA	DENOTES FACE OF PILE NOT ACCESSABLE (UNDERGROUND)
FOW	DENOTES FACE OF WALL ON BOUNDARY
'C'	DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'E'	DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'L'	DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)

E1	DENOTES EASEMENT FOR ELECTRICITY PURPOSES, VW & LS (VIDE AR432305)
E2	DENOTES EASEMENT FOR ELECTRICITY PURPOSES, VW & LS (VIDE AR432305)
L1	DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VW & LS (VIDE AR432305)
L2	DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VW & LS (VIDE AR432305)
L3	DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VW & LS (VIDE AR432305)
L4	DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VW & LS (VIDE AR432305)
R1	DENOTES RIGHT OF WAY, VW & LS (VIDE AR432305)
R2	DENOTES RIGHT OF WAY, VW & LS (VIDE AR432305)
R3	DENOTES RIGHT OF WAY, VW & LS (VIDE AR432305)
R4	DENOTES RIGHT OF WAY , VW & LS (VIDE AR432305)

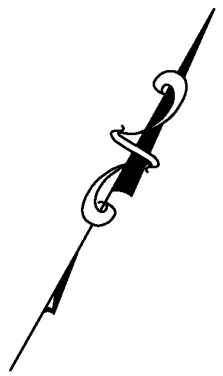
SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

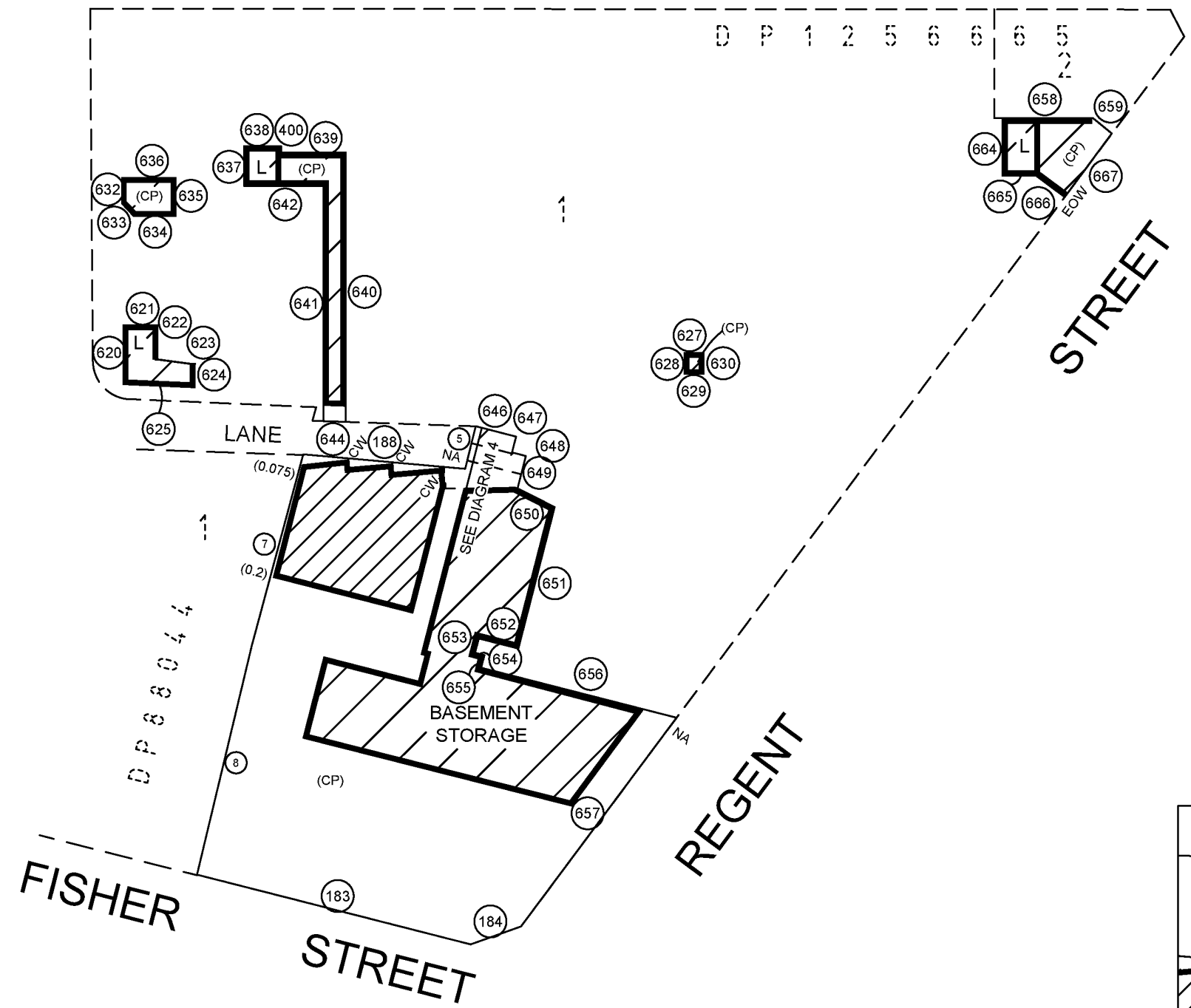
DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:7 of 58
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LOCATION PLAN

MEZZANINE

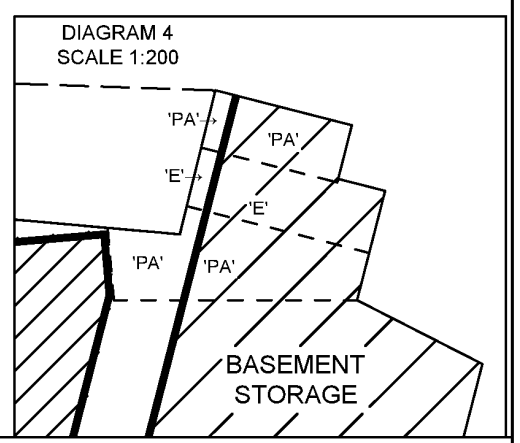




L DENOTES LIFT (CP)
CP DENOTES COMMON PROPERTY
EOW DENOTES END OF WALL ON BOUNDARY
CW DENOTES CORNER OF WALL ON BOUNDARY
NA DENOTES FACE OF PILE NOT ACCESSABLE (UNDERGROUND)
'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)
'PA' DENOTES EASEMENT FOR PUBLIC ACCESSWAY, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)

SEE SHEET 11 FOR SHORT LINE TABLE

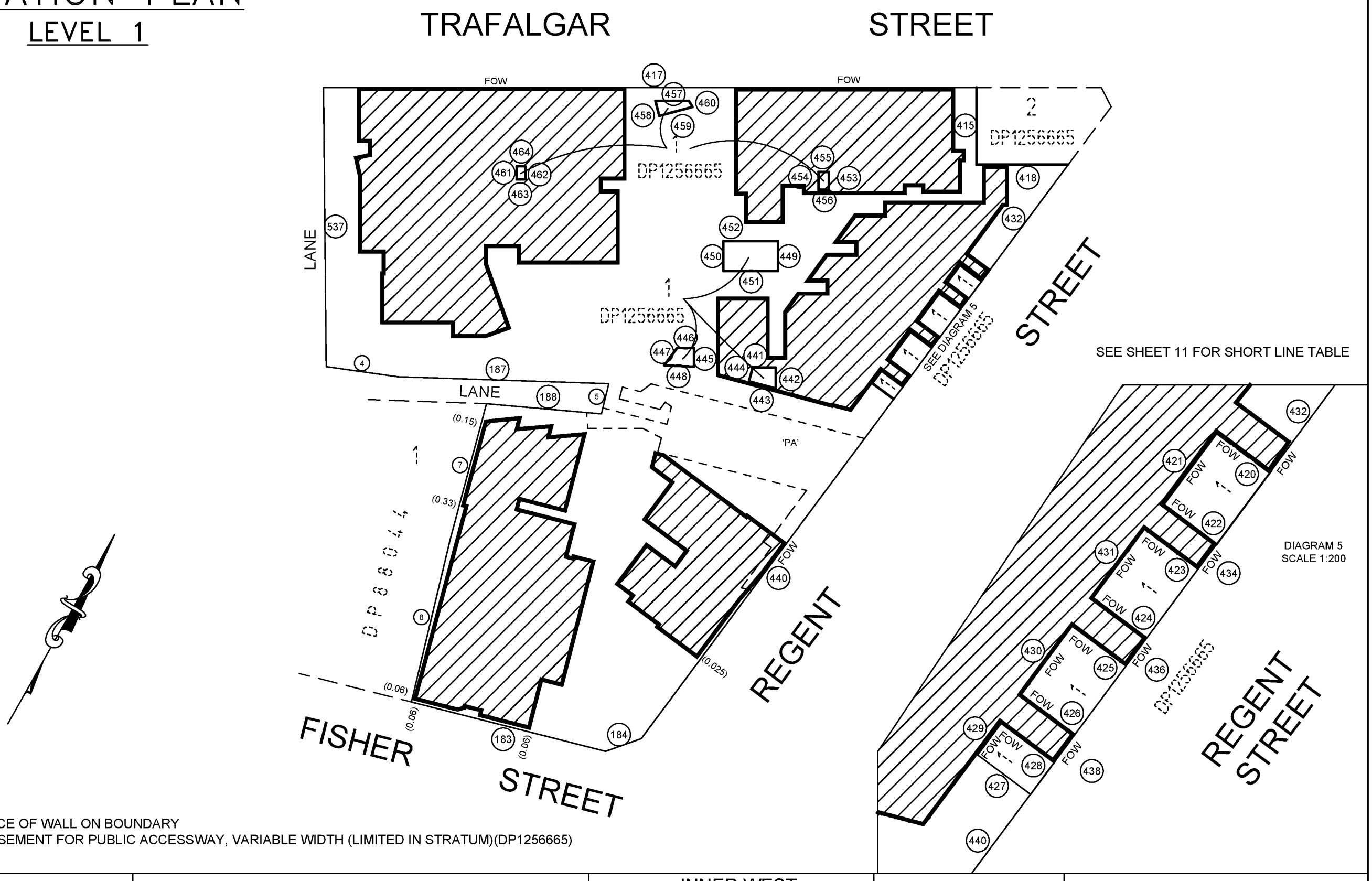
DIAGRAM 4
SCALE 1:200



SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

LOCATION PLAN
LEVEL 1



FOW DENOTES FACE OF WALL ON BOUNDARY
'PA' DENOTES EASEMENT FOR PUBLIC ACCESSWAY, VARIABLE WIDTH (LIMITED IN STRATUM)(DP1256665)

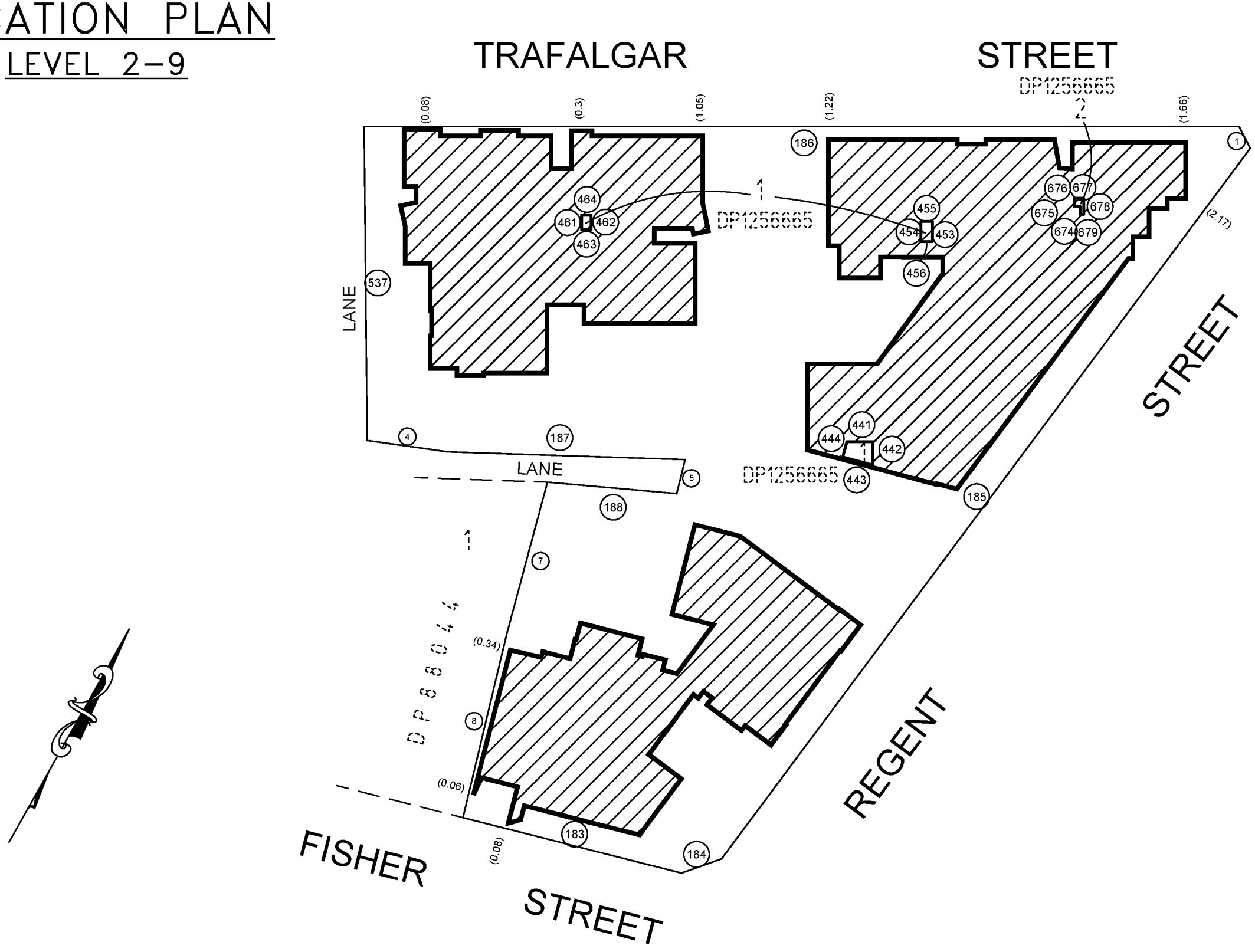
SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

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LOCATION PLAN

LEVEL 2–9



SEE SHEET 11 FOR SHORT LINE TABLE

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

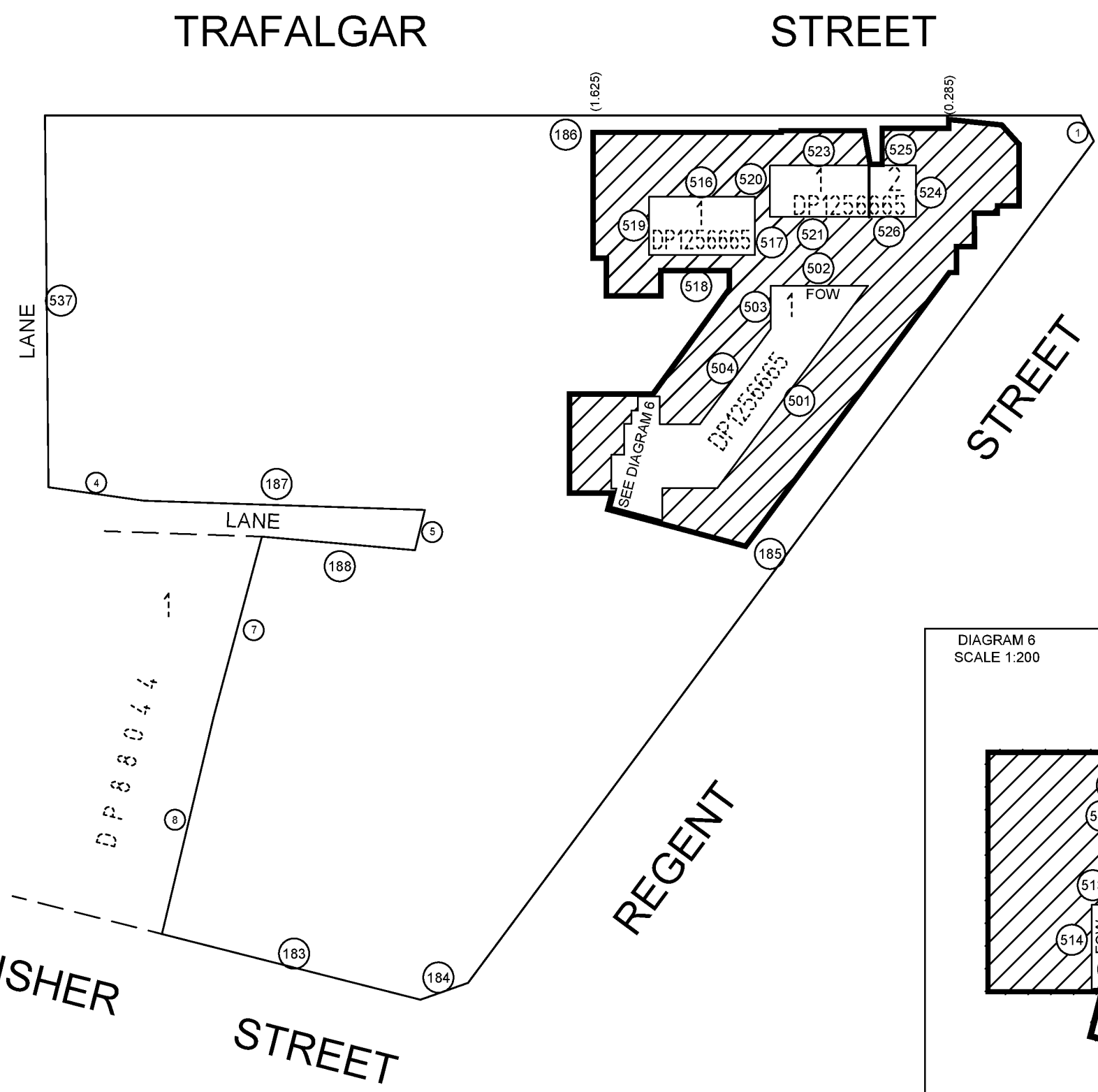
DATE ADDED SEE 2022-347 26/04/2022

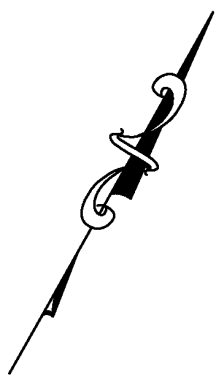
Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:9 of 58
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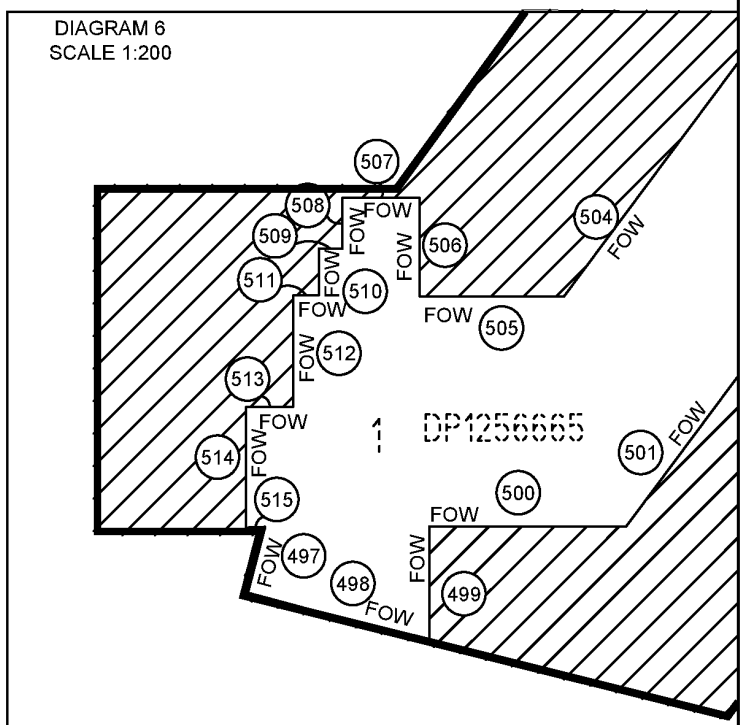
Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:10 of 58
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LOCATION PLAN

LEVEL 10
(ROOF)







FOW DENOTES FACE OF WALL ON BOUNDARY

SEE SHEET 11 FOR SHORT LINE TABLE

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

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LOCATION PLAN

SHORT LINE TABLE

Number	Distance	Description	Number	Distance	Description	Number	Distance	Description	Number	Distance	Description	Number	Distance	Description
1	2.85		185	103.605		430	4.635		520	5.08	EFOW	594	1.21	WFOW
4	9.51		186	102.32		431	4.65		521	9.8	NFOW	595	18.825	NFOW
5	4.095		187	27.77		432	19.1		523	9.8	SFOW	617	24.31	
7	18.46		188	15.175		434	1.7		524	5.08	WFOW	620	5.125	WFOW
8	22.02		207	4.845	WFOW	436	1.705		525	4.615	SFOW	621	2.81	NFOW
74	1.17		208	11.8	NFOW	438	1.68		526	4.615	NFOW	622	3.0	EFOW
76	3.0	WFOW	209	0.725	EFOW	440	55.665		537	36.72		623	3.465	
77	2.81	NFOW	210	1.96	NFOW	441	3.025	SFOW	546	15.545		624	2.0	WFOW
78	3.0	EFOW	211	4.71	EFOW	442	2.74	WFOW	547	3.0		625	6.26	NFOW
79	2.81	SFOW	212	13.775	SFOW	443	3.63	NFOW	548	2.555		627	1.38	NFOW
81	6.24	WFOW	214	3.01	NFOW	444	1.865	EFOW	549	1.44		628	1.6	WFOW
82	3.055	SFOW	215	3.01	EFOW	445	2.465		550	3.66		629	1.38	SFOW
83	6.24	EFOW	216	3.01	SFOW	446	2.23		551	3.75		630	1.6	EFOW
84	3.055	NFOW	217	3.01	WFOW	447	2.855		552	2.86		632	2.09	WFOW
91	6.22	SFOW	249	0.28		448	3.935		553	0.51		633	1.44	SFOW
92	3.01	WFOW	250	0.21		449	3.955		554	2.1		634	3.66	SFOW
93	6.22	NFOW	252	3.01	NFOW	450	3.955		555	1.405		635	3.15	EFOW
94	3.01	EFOW	253	3.01	EFOW	451	7.2		556	5.81		636	4.64	SFOW
96	2.98	NFOW	254	3.01	SFOW	452	7.2		557	2.61		637	3.225	WFOW
97	5.17	WFOW	255	3.01	WFOW	453	2.34	WFOW	558	0.985		638	2.95	
98	2.98	SFOW	309	1.785		454	2.34	EFOW	559	1.32		639	6.04	NFOW
99	5.17	EFOW	310	5.17		455	1.375	SFOW	560	13.07		640	24.88	EFOW
100	5.26	NFOW	312	4.775		456	1.375	NFOW	562	10.1		641	22.215	WFOW
101	6.25	EFOW	313	1.83		457	4.4		563	5.125	WFOW	642	7.405	SFOW
102	3.845		314	2.7		458	2.05		564	2.81	NFOW	644	1.585	
103	8.66		315	4.245		459	4.54		565	3.0	EFOW	646	3.89	
104	2.9		316	11.55		460	0.945		566	3.465		647	1.53	
105	17.08		317	1.16		461	1.72	EFOW	567	2.0	WFOW	648	1.335	
107	22.695		318	1.6		462	1.72	WFOW	568	6.26	NFOW	649	3.115	
115	7.595		319	1.175		463	1.11	NFOW	569	1.38	NFOW	650	3.88	NFOW
116	2.02	EFOW	320	2.29		464	1.11	SFOW	570	1.6	WFOW	651	13.63	EFOW
117	12.675		321	4.8		497	1.865		571	1.38	SFOW	652	3.82	SFOW
118	5.43		322	9.41		498	5.18		572	1.6	EFOW	653	1.38	WFOW
119	43.065		323	7.82		499	3.17		573	2.98	NFOW	654	0.9	SFOW
120	11.85		324	11.695		500	5.435		574	5.17	WFOW	655	1.21	WFOW
121	3.44		325	2.96		501	24.945		575	2.98	SFOW	656	18.825	NFOW
122	3.625		326	4.745		502	9.61	SFOW	576	5.17	EFOW	657	24.31	
123	9.385		396	3.0		503	4.27	EFOW	577	3.01	WFOW	658	9.145	NFOW
126	59.56		397	3.235		504	11.73		578	5.175	SFOW	659	2.335	
129	25.85		399	0.615		505	3.97		579	3.01	EFOW	664	5.125	WFOW
136	3.01	EFOW	400	0.615	EFOW	506	2.725		580	3.495	NFOW	665	2.98	SFOW
137	6.22	NFOW	415	10.16	EFOW	507	2.145		581	0.87		666	3.4	NFOW
138	3.01	WFOW	417	85.89		508	1.4		582	0.53	NFOW	667	7.185	
139	6.22	SFOW	418	12.065	NFOW	509	0.65		583	0.87		674	0.915	EFOW
141	2.98	NFOW	420	3.47	SFOW	510	1.285		584	1.15		675	0.685	NFOW
142	5.17	WFOW	421	2.87		511	0.7		585	2.43		676	0.97	EFOW
143	2.98	SFOW	422	3.47		512	3.075		586	1.53	EFOW	677	1.1	SFOW
144	5.17	EFOW	423	3.47		513	1.3		587	2.8	NFOW	678	1.885	WFOW
176	2.95	NFOW	424	3.47		514	3.335		588	11.595	EFOW	679	0.42	NFOW
177	2.8	WFOW	425	3.47		515	0.525		589	3.06	NFOW			
178	2.95	SFOW	426	3.47		516	10.46	NFOW	590	6.0	WFOW			
179	2.8	EFOW	427	3.47		517	5.74	EFOW	591	3.025	SFOW			
183	26.355		428	3.47		518	10.46	SFOW	592	1.38	WFOW			
184	4.985		429	2.11		519	5.74	WFOW	593	0.9	SFOW			

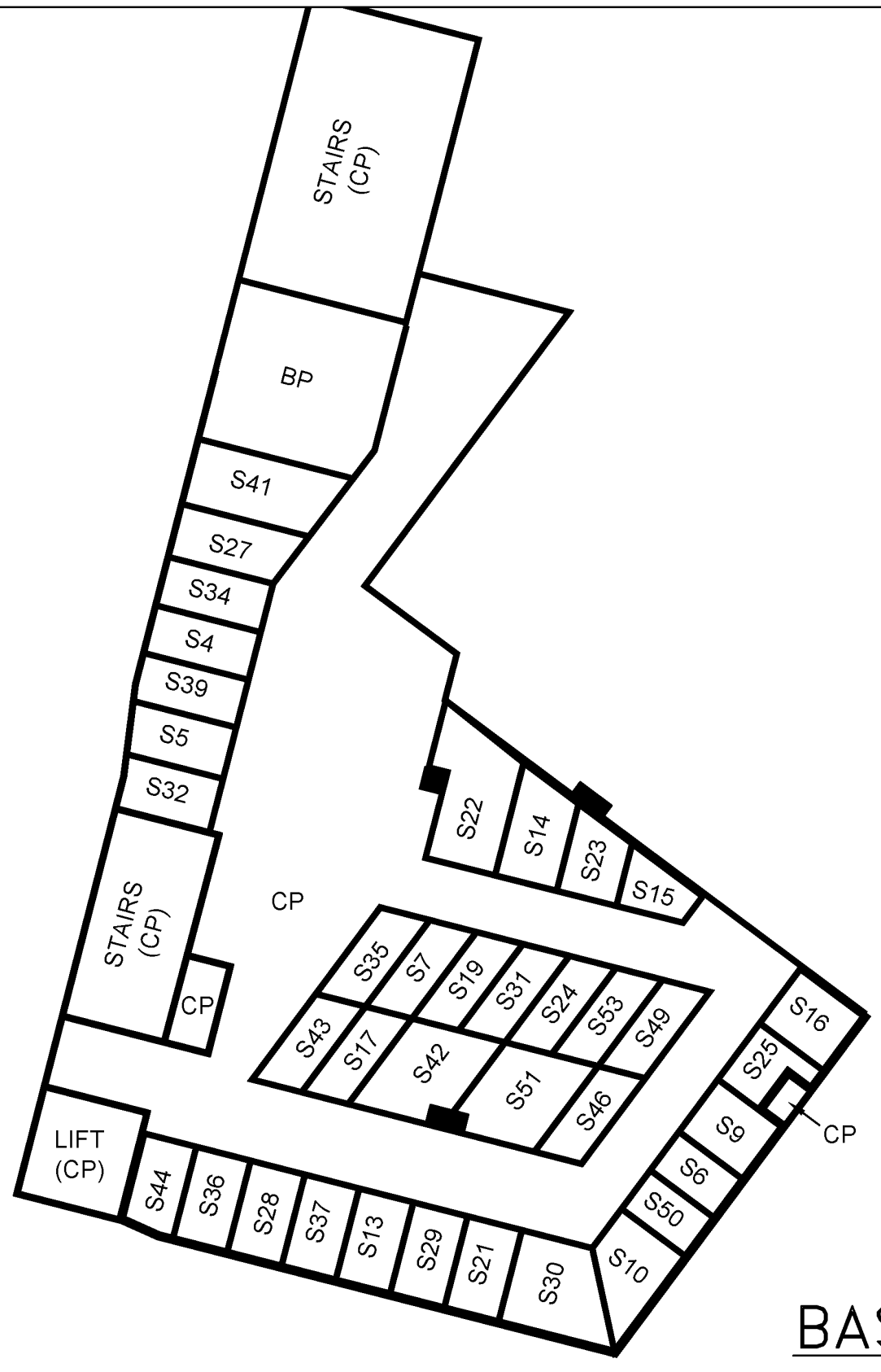
NFOW	DENOTES NORTH FACE OF WALL ON BOUNDARY
EFOW	DENOTES EAST FACE OF WALL ON BOUNDARY
SFOW	DENOTES SOUTH FACE OF WALL ON BOUNDARY
WFOW	DENOTES WEST FACE OF WALL ON BOUNDARY

26/04/2022

DATE ADDED SEE 2022-347

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 500 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:12 of 58
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BASEMENT 5

S4	DENOTES S, PT4 (3m²)	S29	DENOTES S, PT29 (3m²)
S5	DENOTES S, PT5 (3m²)	S30	DENOTES S, PT30 (5m²)
S6	DENOTES S, PT6 (3m²)	S31	DENOTES S, PT31 (3m²)
S7	DENOTES S, PT7 (2m²)	S32	DENOTES S, PT32 (3m²)
S9	DENOTES S, PT9 (3m²)	S34	DENOTES S, PT34 (3m²)
S10	DENOTES S, PT10 (4m²)	S35	DENOTES S, PT35 (3m²)
S13	DENOTES S, PT13 (3m²)	S36	DENOTES S, PT36 (3m²)
S14	DENOTES S, PT14 (4m²)	S37	DENOTES S, PT37 (3m²)
S15	DENOTES S, PT15 (2m²)	S39	DENOTES S, PT39 (3m²)
S16	DENOTES S, PT16 (3m²)	S41	DENOTES S, PT41 (5m²)
S17	DENOTES S, PT17 (3m²)	S42	DENOTES S, PT42 (6m²)
S19	DENOTES S, PT19 (3m²)	S43	DENOTES S, PT43 (3m²)
S21	DENOTES S, PT21 (3m²)	S44	DENOTES S, PT44 (2m²)
S22	DENOTES S, PT22 (6m²)	S46	DENOTES S, PT46 (3m²)
S23	DENOTES S, PT23 (3m²)	S49	DENOTES S, PT49 (3m²)
S24	DENOTES S, PT24 (3m²)	S50	DENOTES S, PT50 (2m²)
S25	DENOTES S, PT25 (2m²)	S51	DENOTES S, PT51 (6m²)
S27	DENOTES S, PT27 (4m²)	S53	DENOTES S, PT53 (3m²)
S28	DENOTES S, PT28 (3m²)		

S DENOTES STORAGE SPACE

BP DENOTES BICYCLE PARKING (CP)

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

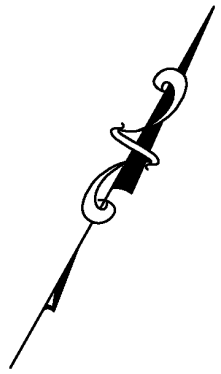
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

BASEMENT 4



S144 DENOTES S, PT144 (3m²)
S145 DENOTES S, PT145 (3m²)
S147 DENOTES S, PT147 (4m²)
S152 DENOTES S, PT152 (3m²)
S153 DENOTES S, PT153 (3m²)
S154 DENOTES S, PT154 (6m²)
S161 DENOTES S, PT161 (3m²)
S162 DENOTES S, PT162 (4m²)
S163 DENOTES S, PT163 (4m²)
S169 DENOTES S, PT169 (4m²)
S187 DENOTES S, PT187 (4m²)
S195 DENOTES S, PT195 (4m²)

D DENOTES DUCT (CP)

S DENOTES STORAGE SPACE

MP DENOTES MOTORCYCLE PARKING (CP)

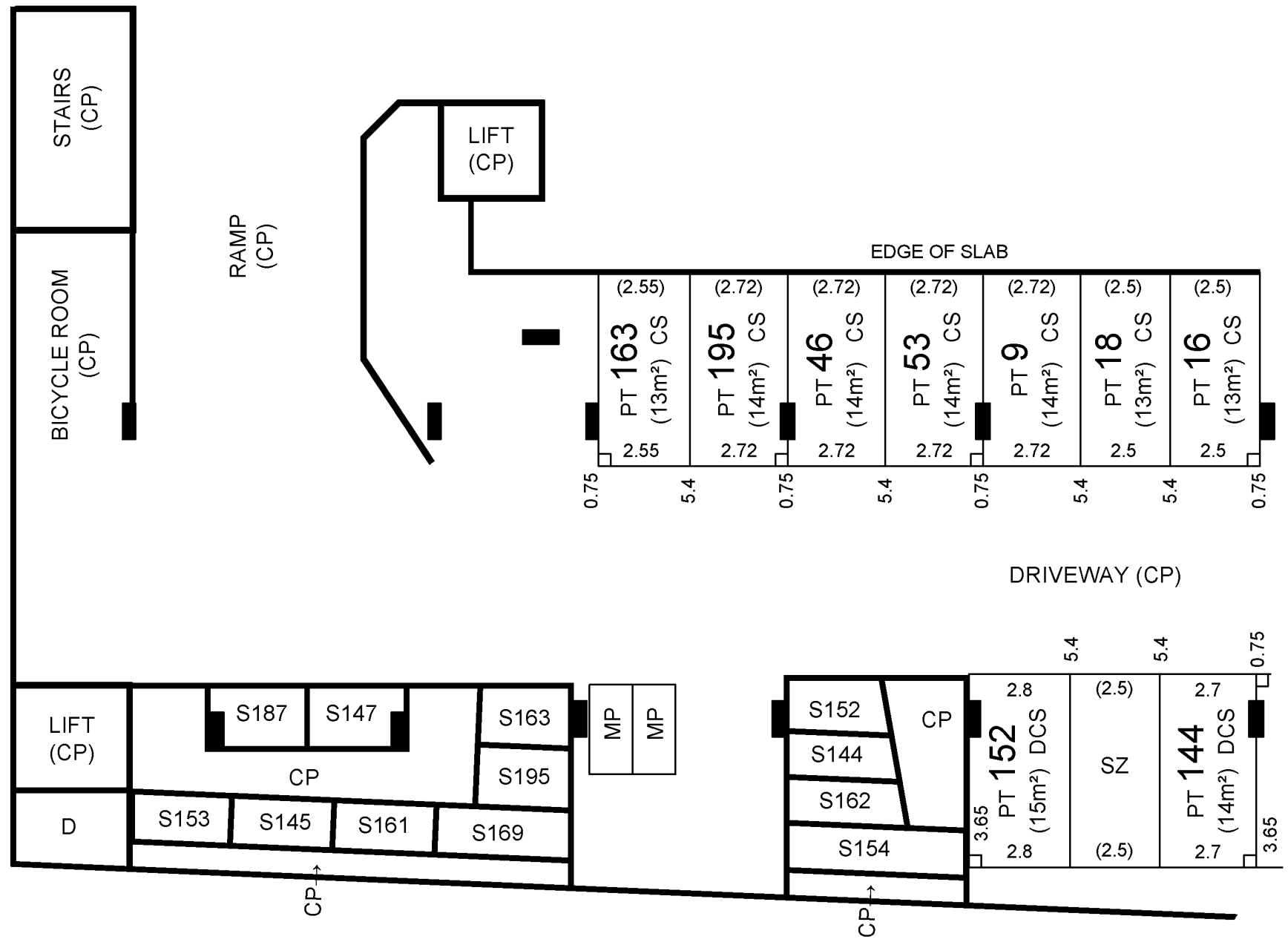
CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

SZ DENOTES SHARED ZONE (CP)

DCS DENOTES DISABLED CARSPACE

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY



- JOINS SHEET 14 -

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143
NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP				

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:13 of 58
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PLAN FORM 1 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

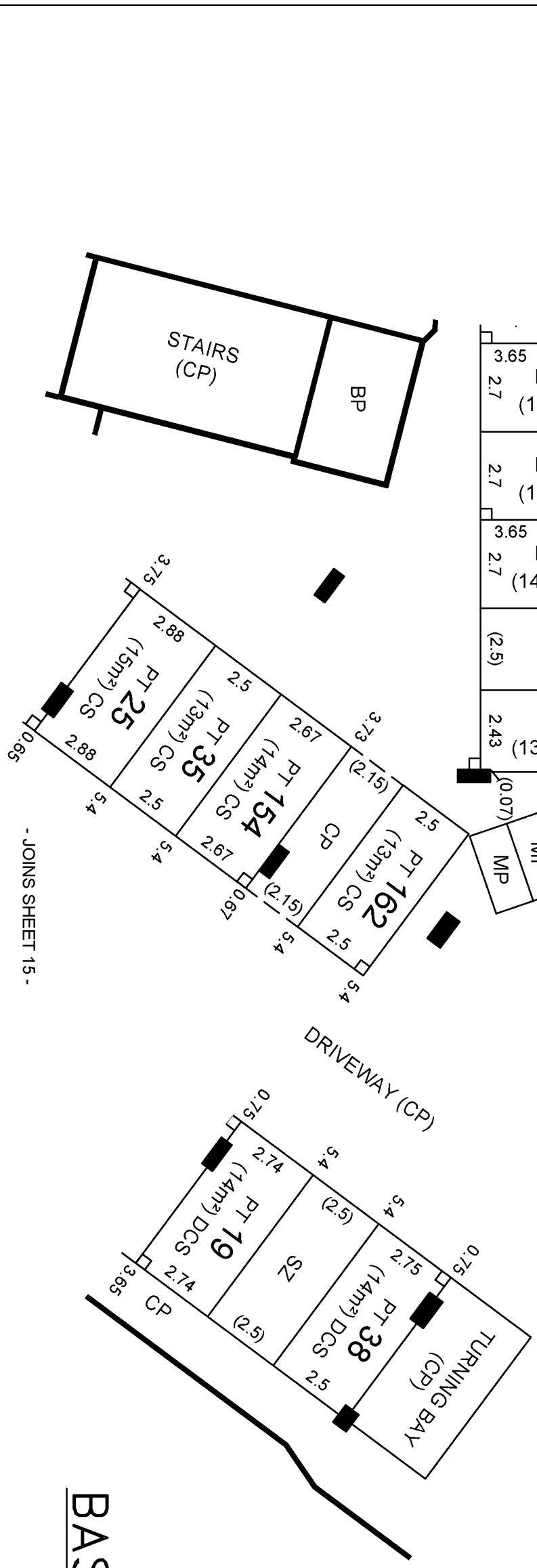
SURVEYOR
NAME: JOHN WALTON
DATE OF SURVEY: 24-03-2022
REFERENCE: 4440-18SP

PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665

LGA: INNER WEST
LOCALITY: PETERSHAM
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED: 13.4.2022

SP100143



BASEMENT 4

BP DENOTES BICYCLE PARKING (CP)
CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
MP DENOTES MOTORCYCLE PARKING (CP)
SZ DENOTES SHARED ZONE (CP)
DCS DENOTES DISABLED CARSPACE

DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINEOF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

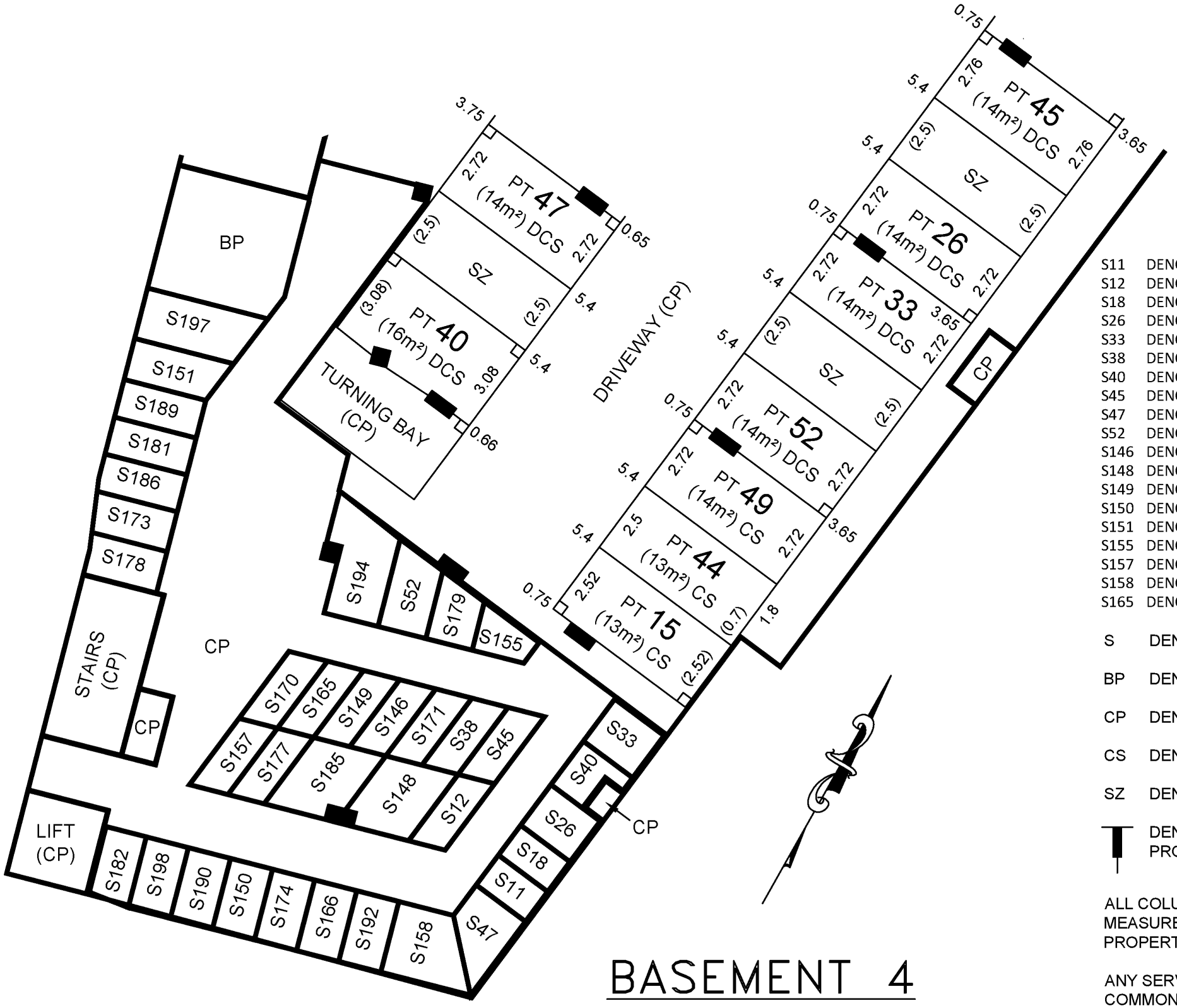
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

DATE ADDED SEE 2022-347 26/04/2022

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- JOINS SHEET 14 -



BASEMENT 4

S11	DENOTES S, PT11 (2m²)	S166	DENOTES S, PT166 (3m²)
S12	DENOTES S, PT12 (3m²)	S170	DENOTES S, PT170 (3m²)
S18	DENOTES S, PT18 (2m²)	S171	DENOTES S, PT171 (3m²)
S26	DENOTES S, PT26 (3m²)	S173	DENOTES S, PT173 (3m²)
S33	DENOTES S, PT33 (3m²)	S174	DENOTES S, PT174 (3m²)
S38	DENOTES S, PT38 (3m²)	S177	DENOTES S, PT177 (3m²)
S40	DENOTES S, PT40 (2m²)	S178	DENOTES S, PT178 (3m²)
S45	DENOTES S, PT45 (3m²)	S179	DENOTES S, PT179 (3m²)
S47	DENOTES S, PT47 (4m²)	S181	DENOTES S, PT181 (3m²)
S52	DENOTES S, PT52 (4m²)	S182	DENOTES S, PT182 (3m²)
S146	DENOTES S, PT146 (3m²)	S185	DENOTES S, PT185 (6m²)
S148	DENOTES S, PT148 (6m²)	S186	DENOTES S, PT186 (3m²)
S149	DENOTES S, PT149 (3m²)	S189	DENOTES S, PT189 (3m²)
S150	DENOTES S, PT150 (3m²)	S190	DENOTES S, PT190 (3m²)
S151	DENOTES S, PT151 (4m²)	S192	DENOTES S, PT192 (3m²)
S155	DENOTES S, PT155 (2m²)	S194	DENOTES S, PT194 (6m²)
S157	DENOTES S, PT157 (3m²)	S197	DENOTES S, PT197 (5m²)
S158	DENOTES S, PT158 (5m²)	S198	DENOTES S, PT198 (3m²)
S165	DENOTES S, PT165 (3m²)		

S DENOTES STORAGE SPACE

BP DENOTES BICYCLE PARKING (CP)

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

SZ DENOTES SHARED ZONE (CP)

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

BASEMENT 3



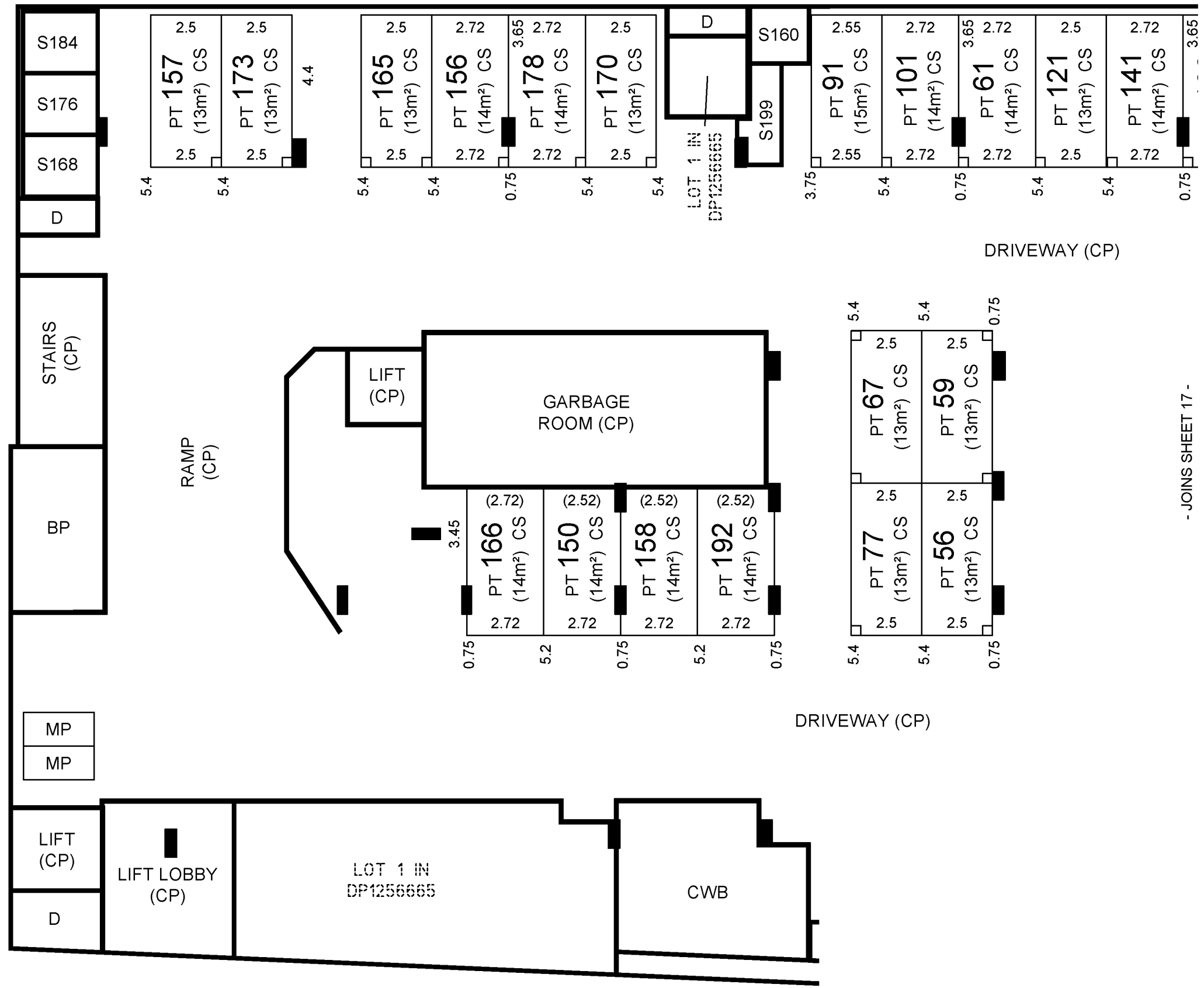
S160 DENOTES S, PT160 (4m²)
S168 DENOTES S, PT168 (5m²)
S176 DENOTES S, PT176 (5m²)
S184 DENOTES S, PT184 (5m²)
S199 DENOTES S, PT199 (4m²)

D DENOTES DUCT (CP)
S DENOTES STORAGE SPACE
BP DENOTES BICYCLE PARKING (CP)
CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
MP DENOTES MOTORCYCLE PARKING (CP)
CWB DENOTES CARWASH BAY (CP)
DCS DENOTES DISABLED CARSPACE
T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

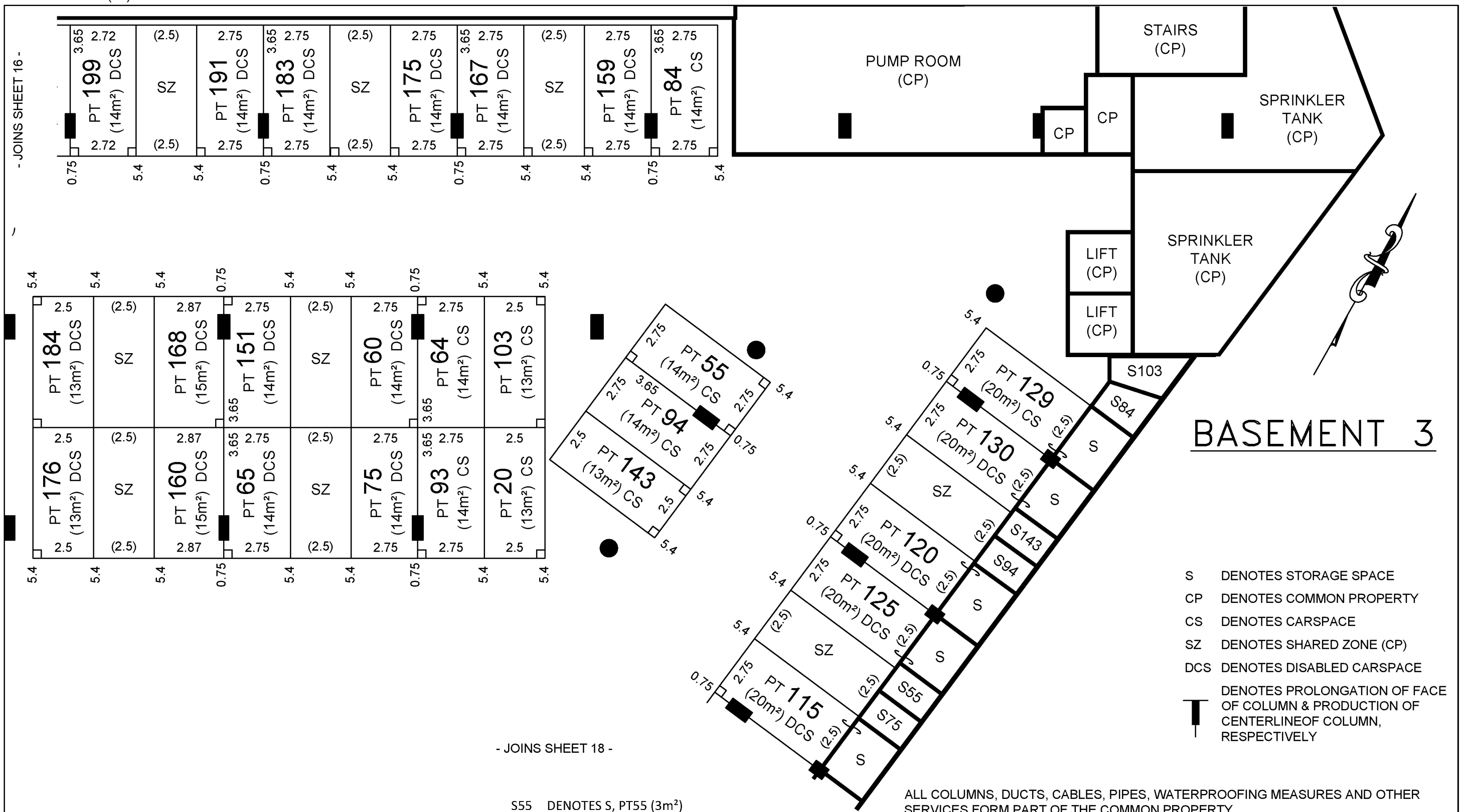


SURVEYOR	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143
NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP				

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:16 of 58
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Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:17 of 58
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S DENOTES STORAGE SPACE
CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
SZ DENOTES SHARED ZONE (CP)
DCS DENOTES DISABLED CARSPACE
T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINEOF COLUMN, RESPECTIVELY

S55 DENOTES S, PT55 (3m²)
S75 DENOTES S, PT75 (3m²)
S84 DENOTES S, PT84 (3m²)
S94 DENOTES S, PT94 (3m²)
S103 DENOTES S, PT103 (4m²)
S143 DENOTES S, PT143 (3m²)

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST	REGISTERED:	SP100143
NAME: JOHN WALTON		LOCALITY: PETERSHAM	13.4.2022	
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 150		
REFERENCE: 4440-18SP		Lengths are in metres		

26/04/2022
DATE ADDED SEE 2022-347

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:18 of 58
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- JOINS SHEET 17 -



- JOINS SHEET 19 -

S20	DENOTES S, PT20 (6m²)	S85	DENOTES S, PT85 (3m²)
S58	DENOTES S, PT58 (2m²)	S87	DENOTES S, PT87 (3m²)
S60	DENOTES S, PT60 (3m²)	S90	DENOTES S, PT90 (3m²)
S62	DENOTES S, PT62 (3m²)	S93	DENOTES S, PT93 (4m²)
S64	DENOTES S, PT64 (4m²)	S100	DENOTES S, PT100 (2m²)
S65	DENOTES S, PT65 (3m²)	S110	DENOTES S, PT110 (5m²)
S70	DENOTES S, PT70 (5m²)	S121	DENOTES S, PT121 (3m²)
S72	DENOTES S, PT72 (3m²)	S141	DENOTES S, PT141 (3m²)
S73	DENOTES S, PT73 (2m²)	S167	DENOTES S, PT167 (2m²)
S80	DENOTES S, PT80 (2m²)	S180	DENOTES S, PT180 (6m²)

S	DENOTES STORAGE SPACE
CP	DENOTES COMMON PROPERTY
CS	DENOTES CARSPACE
SZ	DENOTES SHARED ZONE (CP)
DCS	DENOTES DISABLED CARSPACE
T	DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINEOF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

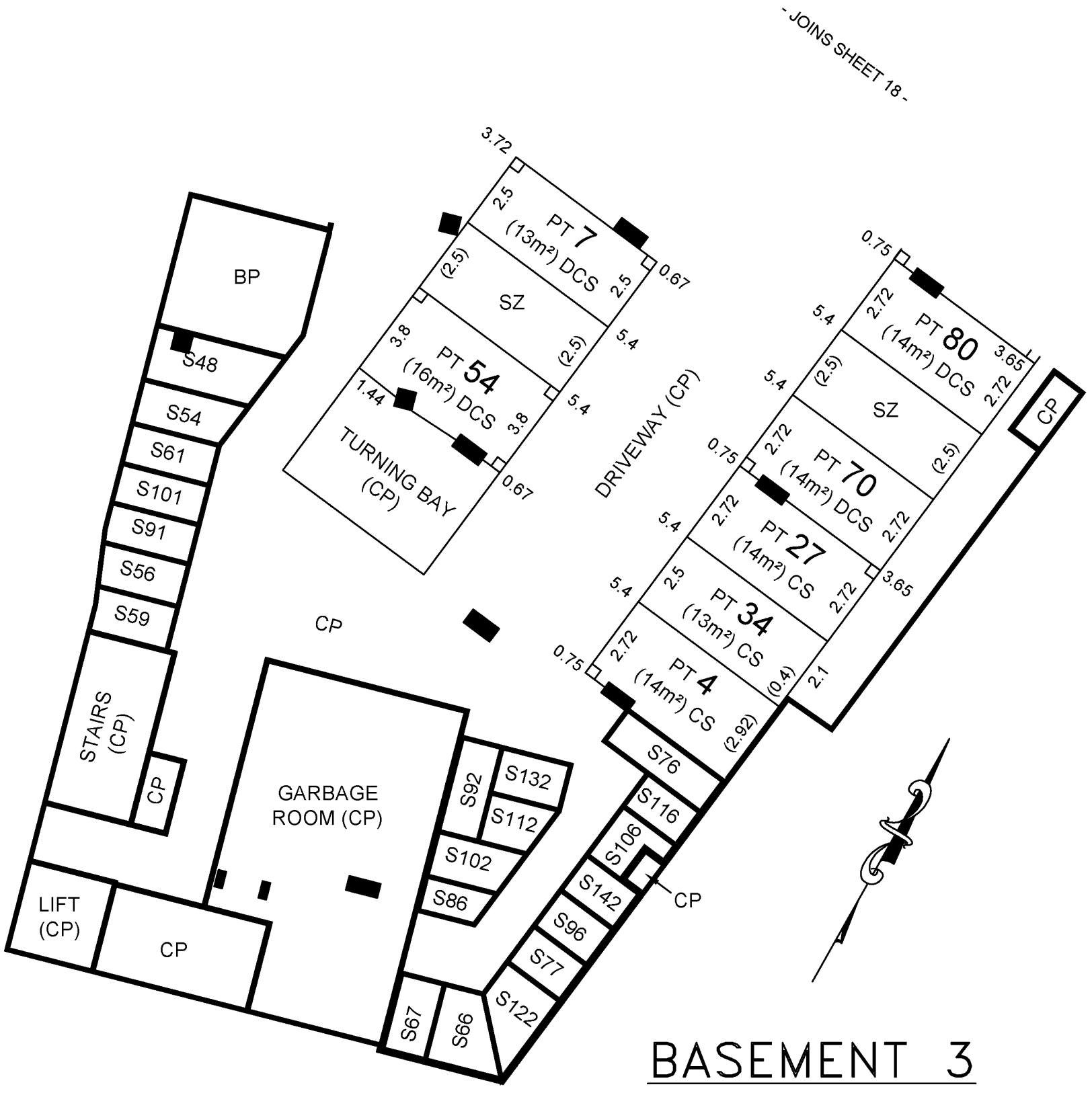
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:19 of 58
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BASEMENT 3

S48	DENOTES S, PT48 (5m²)
S54	DENOTES S, PT54 (4m²)
S56	DENOTES S, PT56 (3m²)
S59	DENOTES S, PT59 (3m²)
S61	DENOTES S, PT61 (3m²)
S66	DENOTES S, PT66 (4m²)
S67	DENOTES S, PT67 (3m²)
S76	DENOTES S, PT76 (4m²)
S77	DENOTES S, PT77 (2m²)
S86	DENOTES S, PT86 (2m²)
S91	DENOTES S, PT91 (3m²)
S92	DENOTES S, PT92 (3m²)
S96	DENOTES S, PT96 (2m²)
S101	DENOTES S, PT101 (3m²)
S102	DENOTES S, PT102 (3m²)
S106	DENOTES S, PT106 (2m²)
S112	DENOTES S, PT112 (2m²)
S116	DENOTES S, PT116 (2m²)
S122	DENOTES S, PT122 (4m²)
S132	DENOTES S, PT132 (3m²)
S142	DENOTES S, PT142 (2m²)

S	DENOTES STORAGE SPACE
BP	DENOTES BICYCLE PARKING (CP)
CP	DENOTES COMMON PROPERTY
CS	DENOTES CARSPACE
SZ	DENOTES SHARED ZONE (CP)
DCS	DENOTES DISABLED CARSPACE
T	DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:20 of 58
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PLAN FORM 1 (A3)

BASEMENT 2

D DENOTES DUCT (CP)

S DENOTES STORAGE SPACE

CP DENOTES COMMON PROPERTY

CS DENOTES CARSPACE

NEB DENOTES NORTH EDGE OF SLAB IS BOUNDARY

DCS DENOTES DISABLED CARSPACE

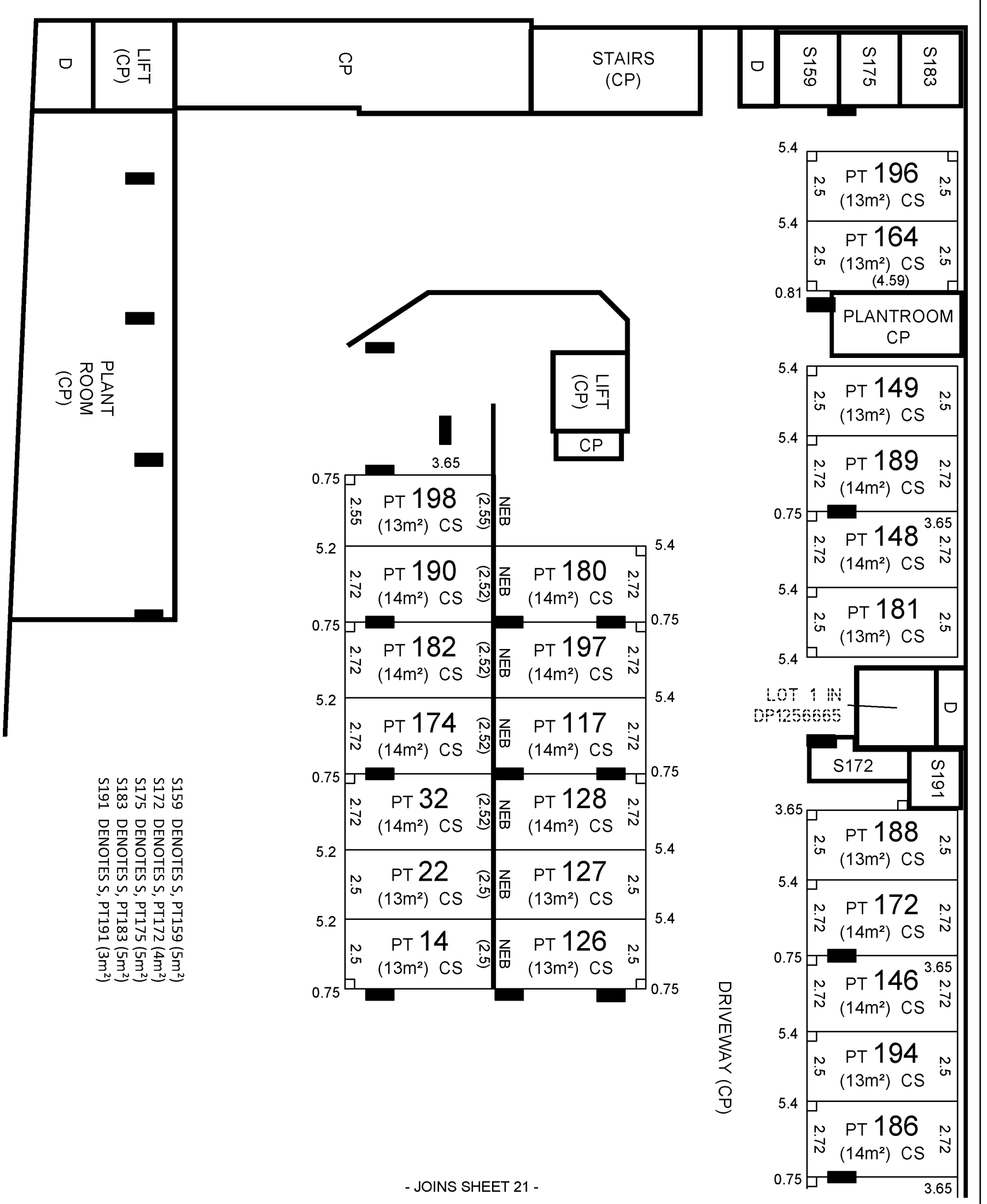
DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

S159 DENOTES S, PT159 (5m²)
S172 DENOTES S, PT172 (4m²)
S175 DENOTES S, PT175 (5m²)
S183 DENOTES S, PT183 (5m²)
S191 DENOTES S, PT191 (3m²)



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 50 Sheets

SURVEYOR
NAME: JOHN WALTON
DATE OF SURVEY: 24-03-2022
REFERENCE: 4440-18SP

PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665

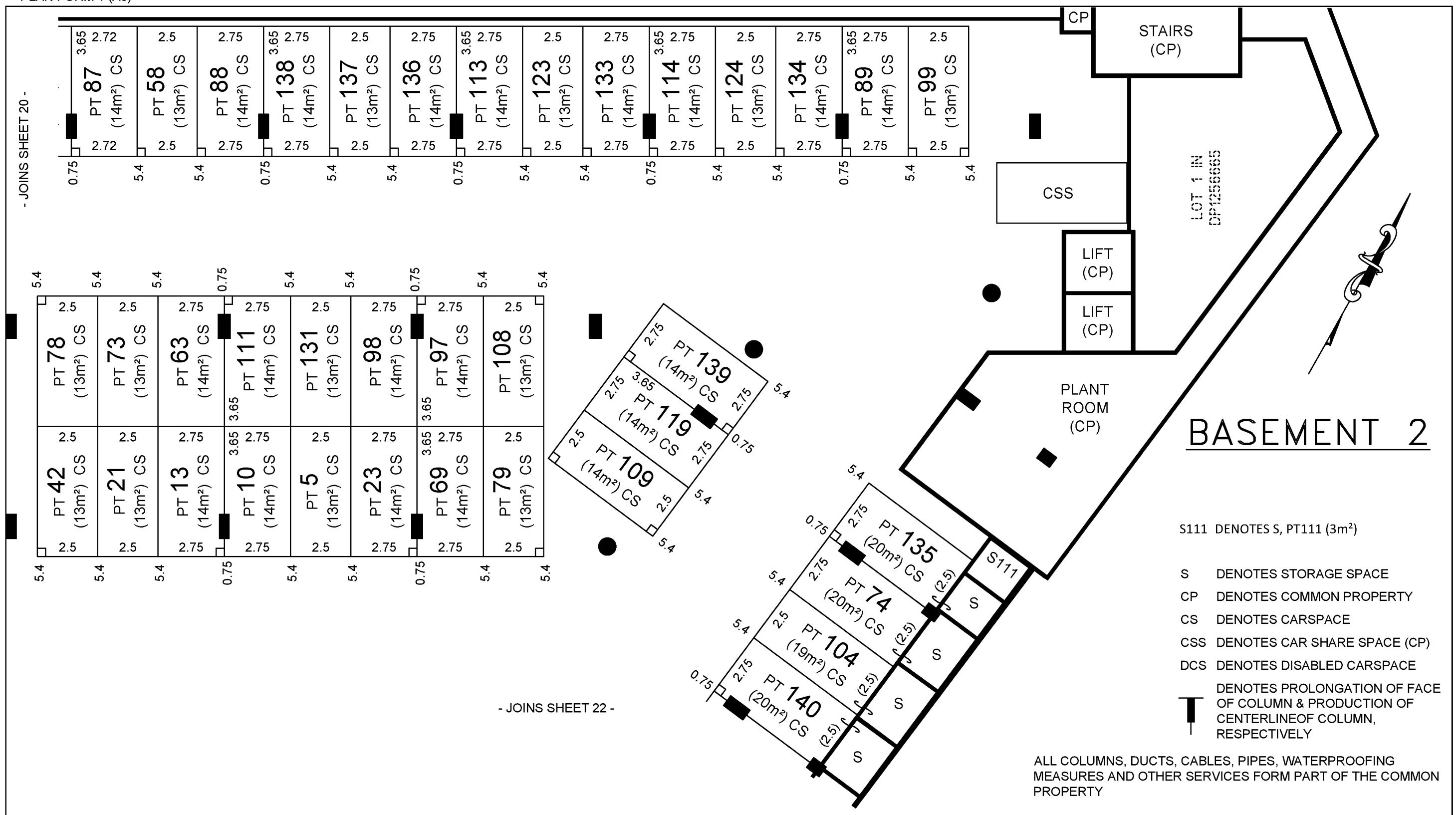
LGA: INNER WEST
LOCALITY: PETERSHAM
Reduction Ratio: 1 : 150
Lengths are in metres

REGISTERED: 13.4.2022

SP100143

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:21 of 58
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S111 DENOTES S, PT111 (3m²)

S	DENOTES STORAGE SPACE
CP	DENOTES COMMON PROPERTY
CS	DENOTES CARSPACE
CSS	DENOTES CAR SHARE SPACE (CP)
DCS	DENOTES DISABLED CARSPACE
T	DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINEOF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

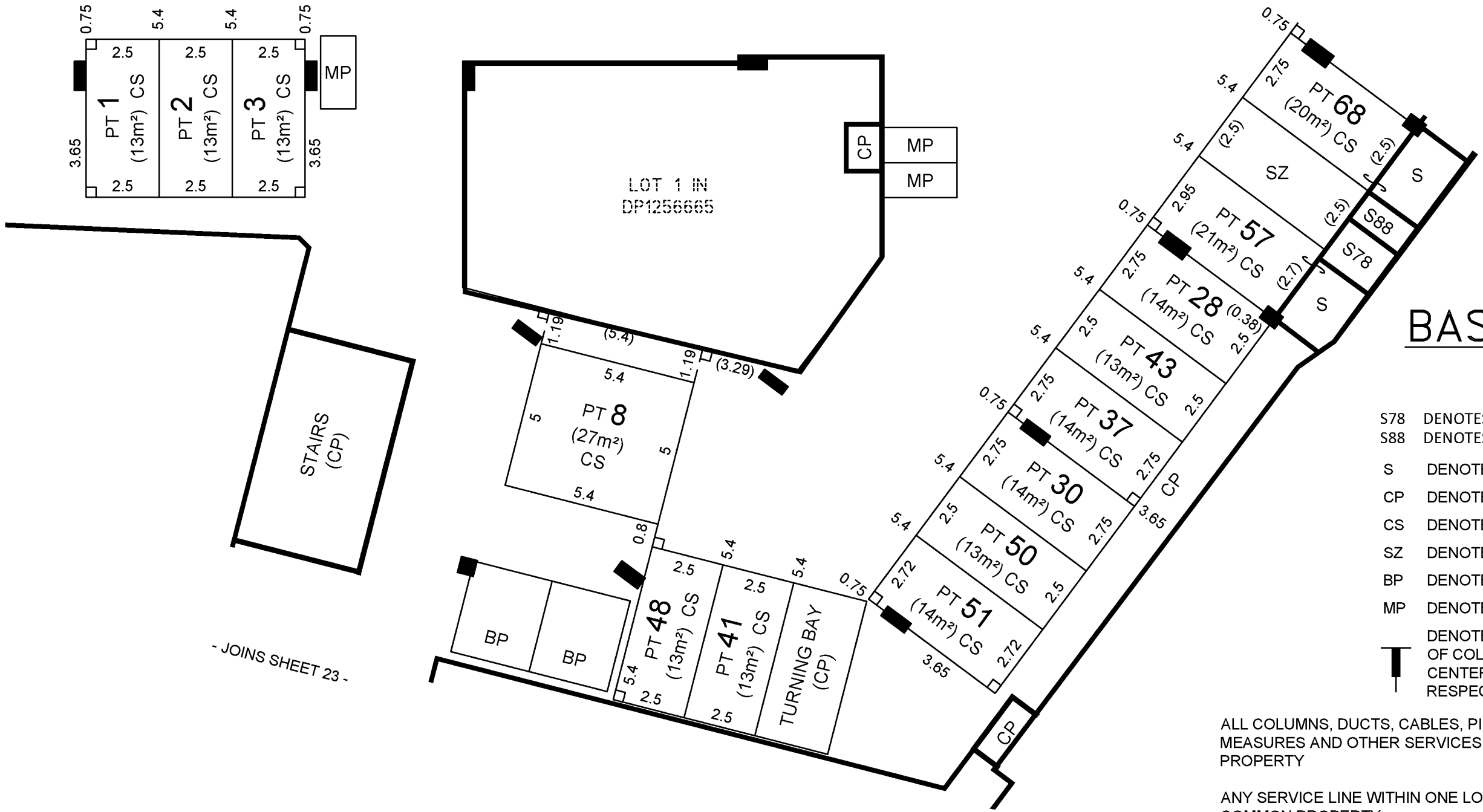
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

26/04/2022
DATE ADDED SEE 2022-347

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- JOINS SHEET 21 -



BASEMENT 2

S78 DENOTES S, PT78 (3m²)
S88 DENOTES S, PT88 (2m²)

S DENOTES STORAGE SPACE
CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
SZ DENOTES SHARED ZONE (CP)
BP DENOTES BICYCLE PARKING (CP)
MP DENOTES MOTORCYCLE PARKING (CP)

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINEOF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

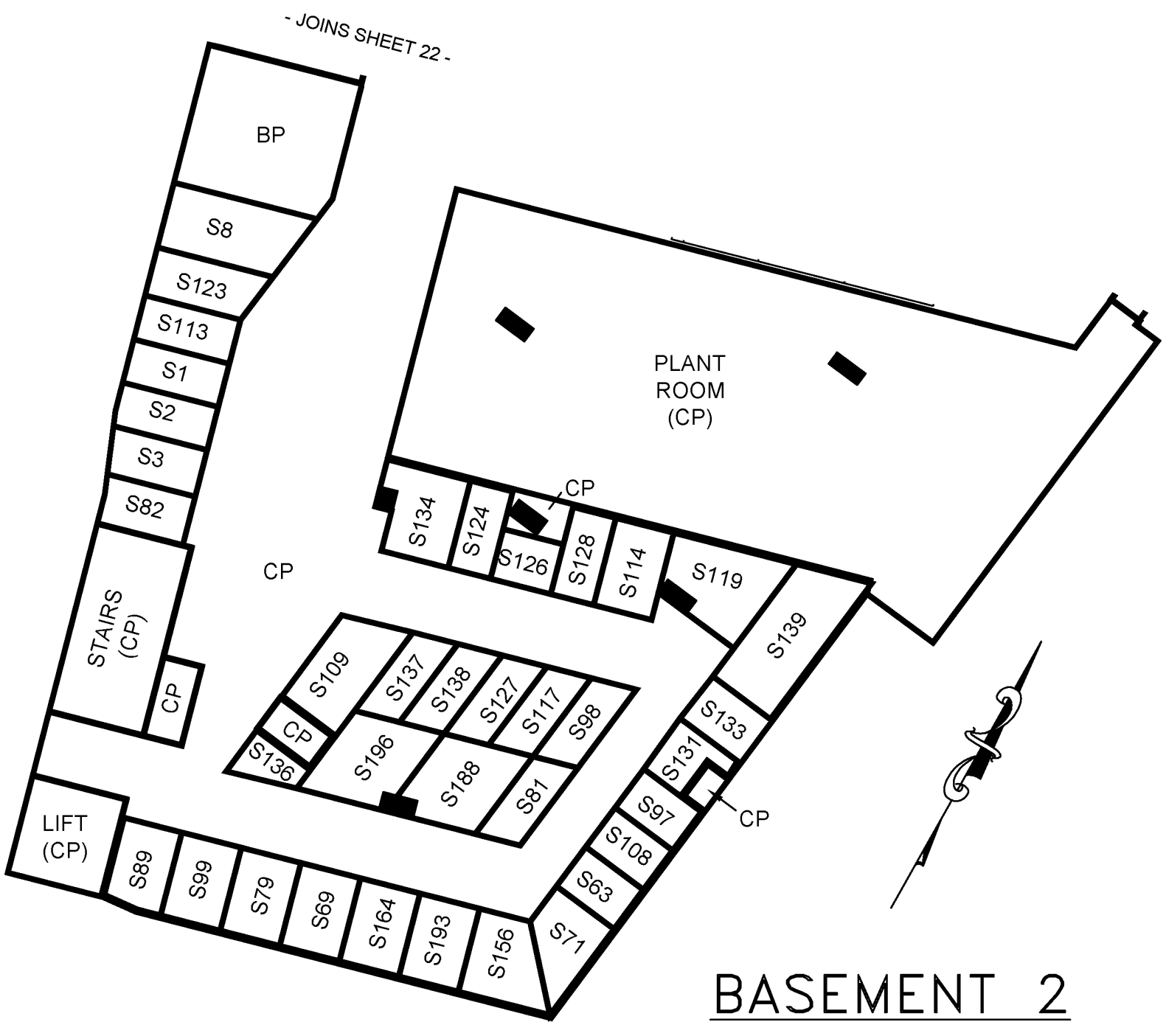
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 150 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

26/04/2022
DATE ADDED SEE 2022-347

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:23 of 58
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BASEMENT 2

S1	DENOTES S, PT1 (3m²)	S119	DENOTES S, PT119 (7m²)
S2	DENOTES S, PT2 (3m²)	S123	DENOTES S, PT123 (4m²)
S3	DENOTES S, PT3 (3m²)	S124	DENOTES S, PT124 (3m²)
S8	DENOTES S, PT8 (5m²)	S126	DENOTES S, PT126 (2m²)
S63	DENOTES S, PT63 (2m²)	S127	DENOTES S, PT127 (3m²)
S69	DENOTES S, PT69 (4m²)	S128	DENOTES S, PT128 (3m²)
S71	DENOTES S, PT71 (4m²)	S131	DENOTES S, PT131 (2m²)
S79	DENOTES S, PT79 (4m²)	S133	DENOTES S, PT133 (3m²)
S81	DENOTES S, PT81 (3m²)	S134	DENOTES S, PT134 (5m²)
S82	DENOTES S, PT82 (3m²)	S136	DENOTES S, PT136 (2m²)
S89	DENOTES S, PT89 (4m²)	S137	DENOTES S, PT137 (3m²)
S97	DENOTES S, PT97 (2m²)	S138	DENOTES S, PT138 (3m²)
S98	DENOTES S, PT98 (3m²)	S139	DENOTES S, PT139 (8m²)
S99	DENOTES S, PT99 (4m²)	S156	DENOTES S, PT156 (5m²)
S108	DENOTES S, PT108 (2m²)	S164	DENOTES S, PT164 (4m²)
S109	DENOTES S, PT109 (6m²)	S188	DENOTES S, PT188 (6m²)
S113	DENOTES S, PT113 (3m²)	S193	DENOTES S, PT193 (4m²)
S114	DENOTES S, PT114 (4m²)	S196	DENOTES S, PT196 (6m²)
S117	DENOTES S, PT117 (3m²)		

S DENOTES STORAGE SPACE

BP DENOTES BICYCLE PARKING (CP)

CP DENOTES COMMON PROPERTY

T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTERLINE OF COLUMN, RESPECTIVELY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

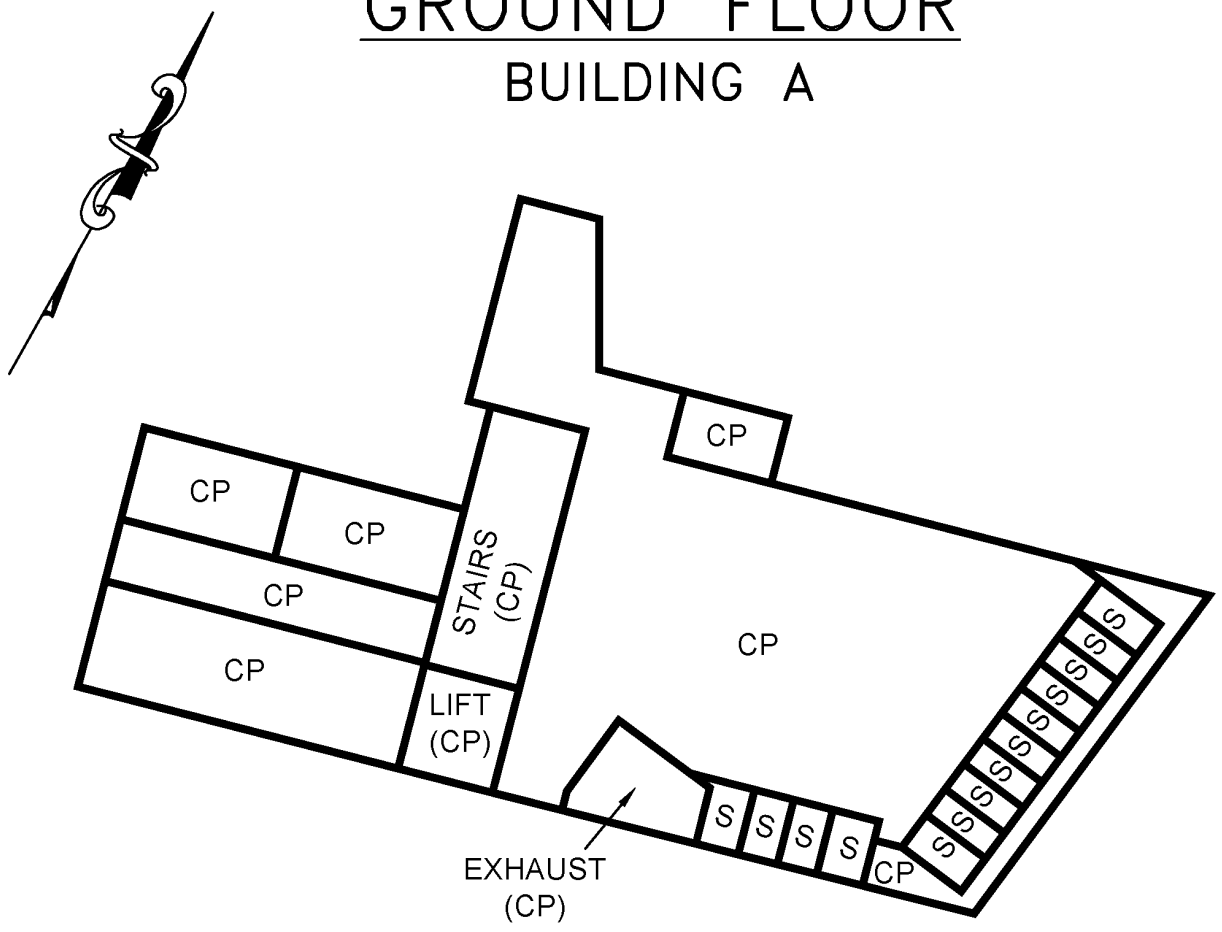
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 150		
REFERENCE: 4440-18SP		Lengths are in metres		

DATE ADDED SEE 2022-347 26/04/2022

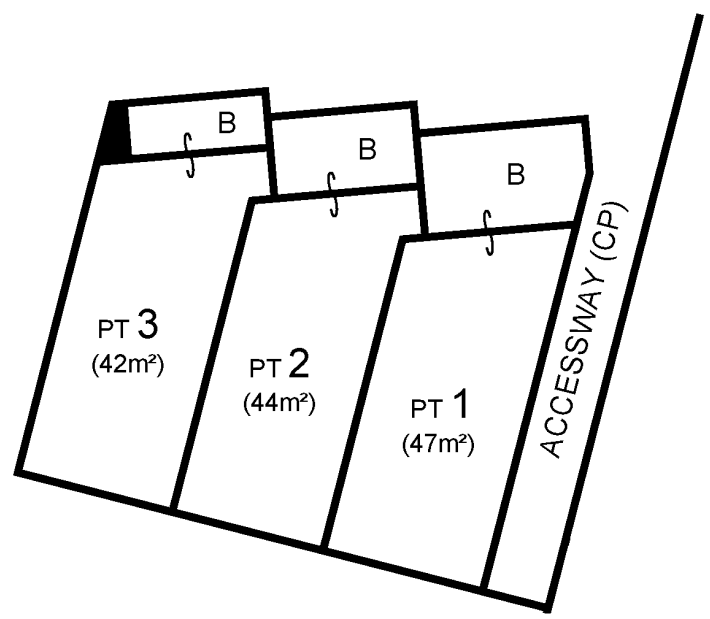
GROUND FLOOR

BUILDING A



MEZZANINE

BUILDING A



B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE SPACE (CP)

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

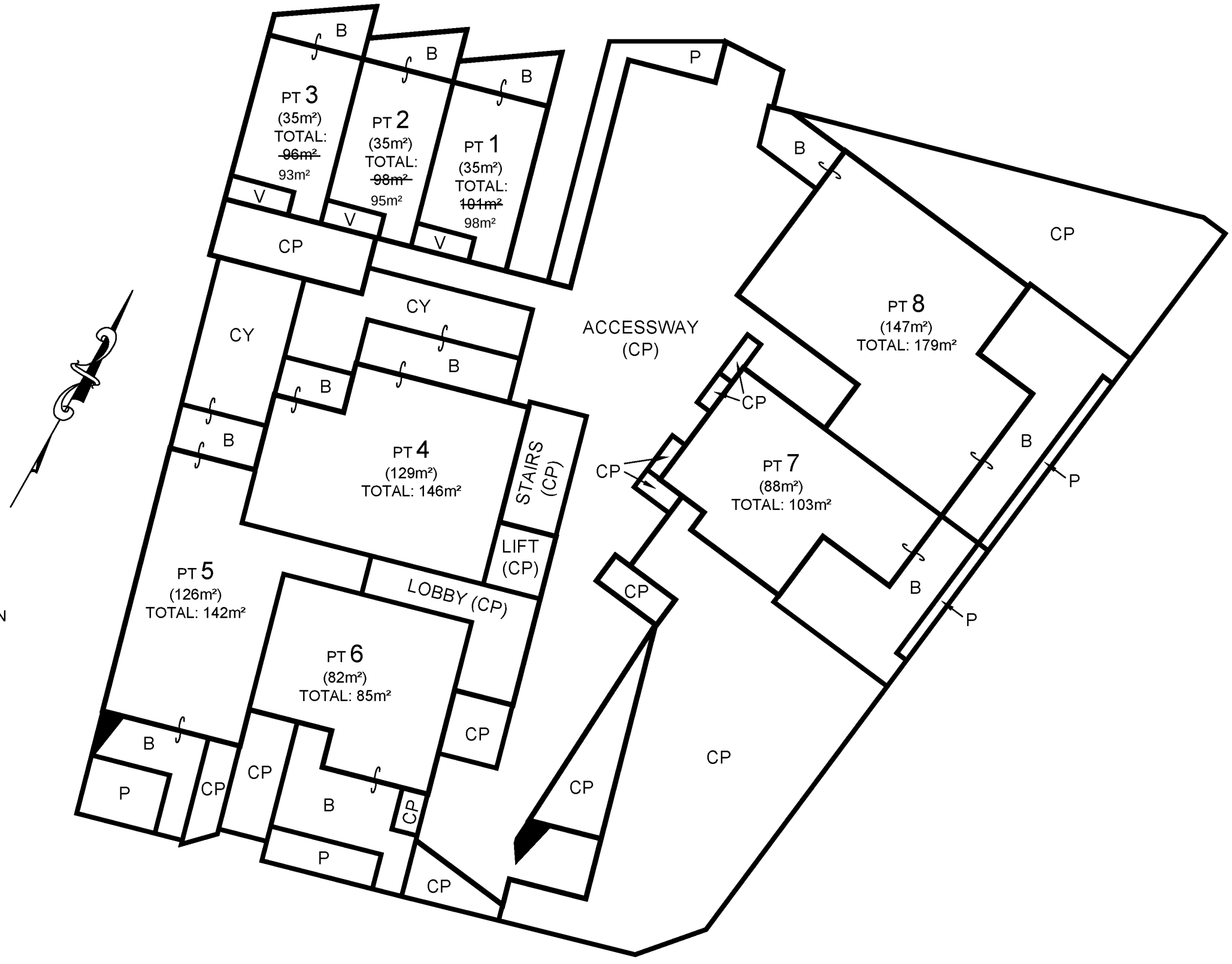
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:24 of 58
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FIRST FLOOR
BUILDING A



CY DENOTES COURTYARD LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

P DENOTES PLANTER BOX (CP)

V DENOTES VOID

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

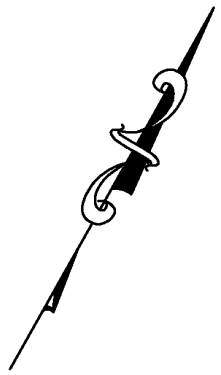
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

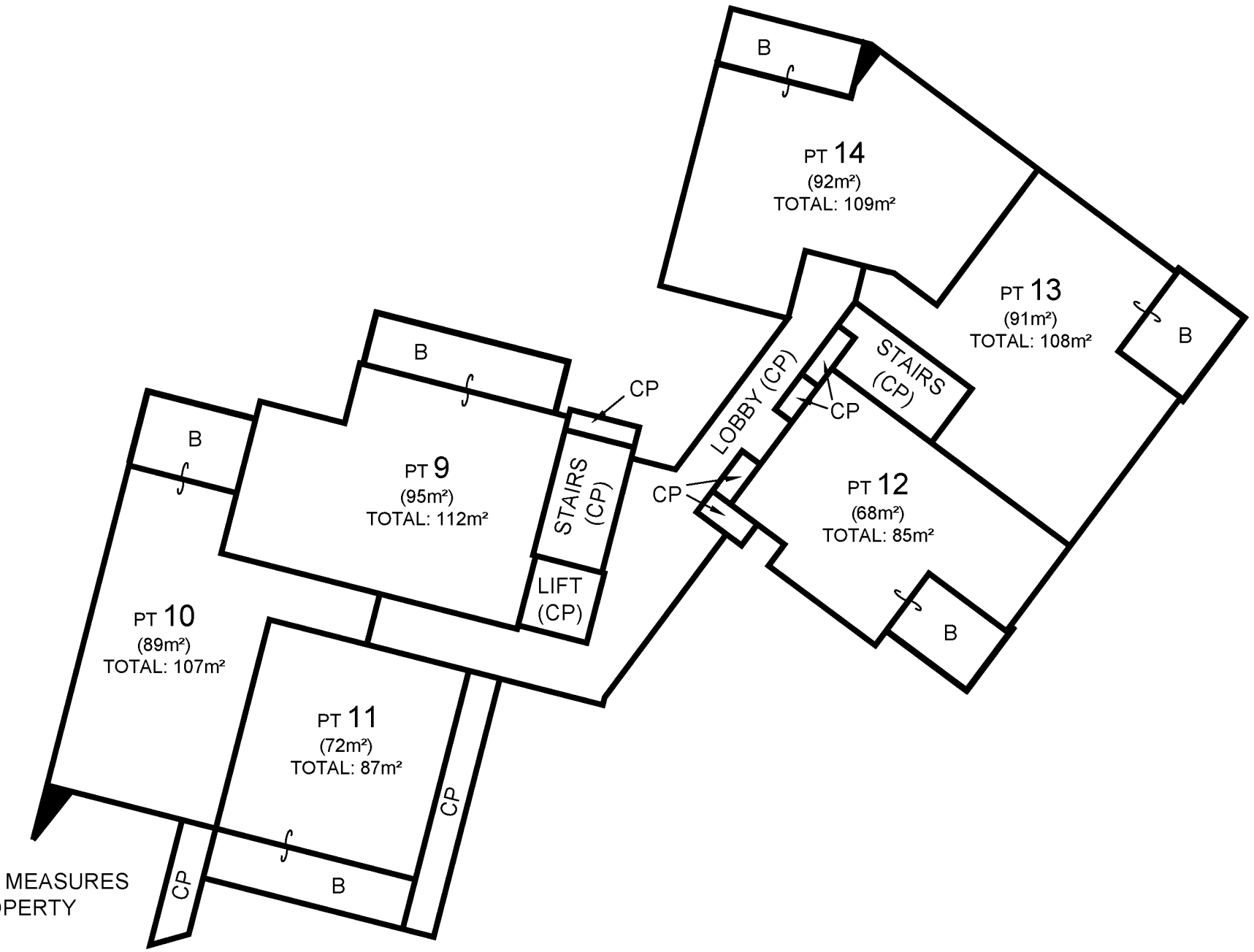
SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

DATE AND AREAS AMENDED SEE 2022-347 26/04/2022

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SECOND FLOOR
BUILDING A





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

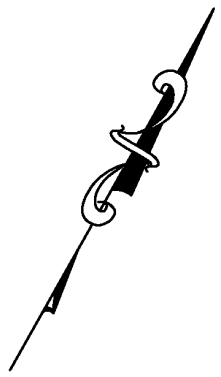
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:26 of 58
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THIRD FLOOR
BUILDING A





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

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FOURTH FLOOR
BUILDING A



B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

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FIFTH FLOOR
BUILDING A



B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

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SIXTH FLOOR
BUILDING A



B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

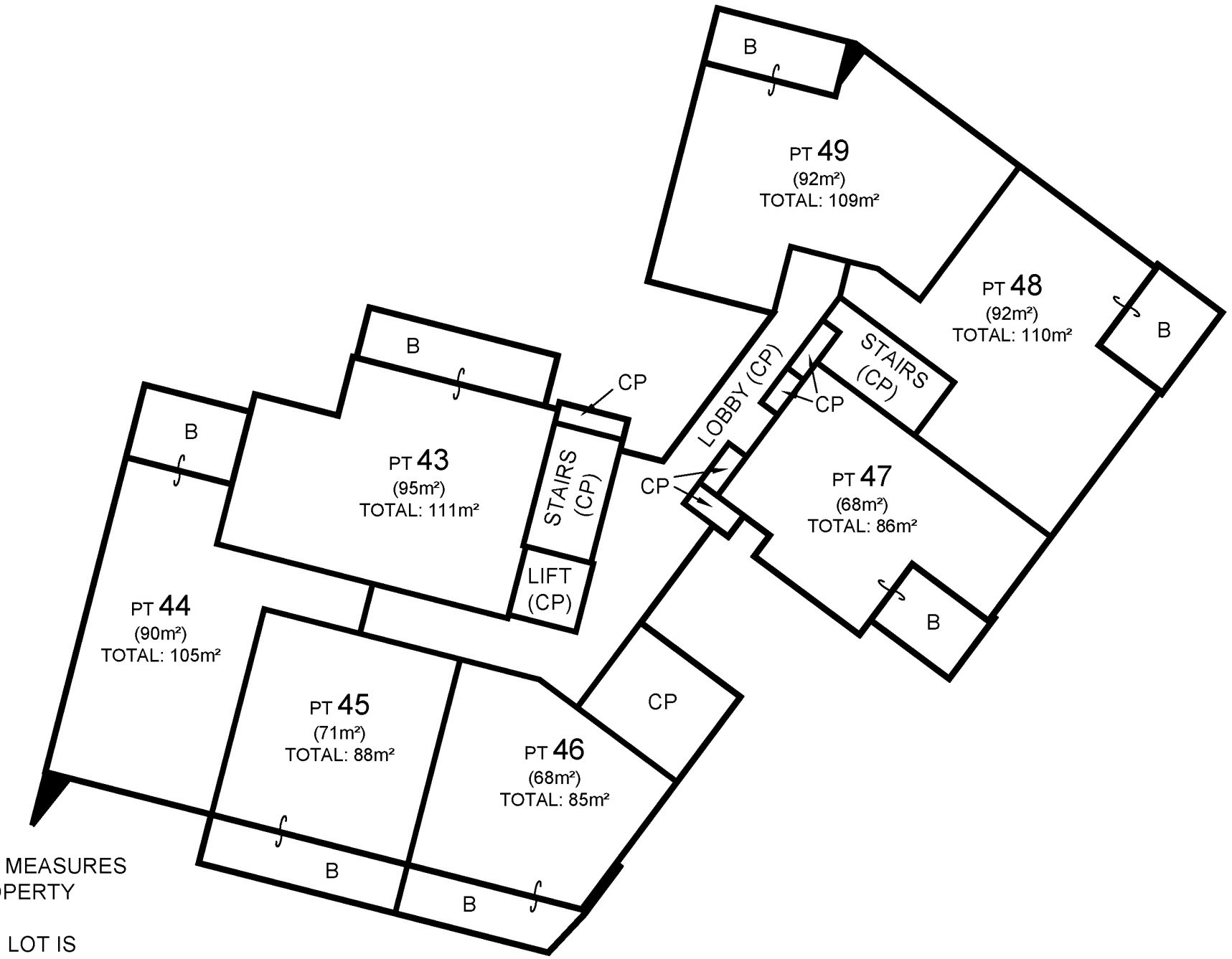
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SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
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DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

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SEVENTH FLOOR
BUILDING A



B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

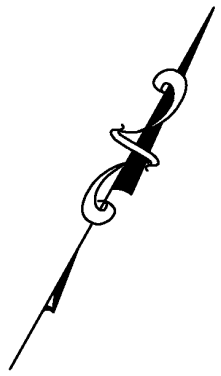
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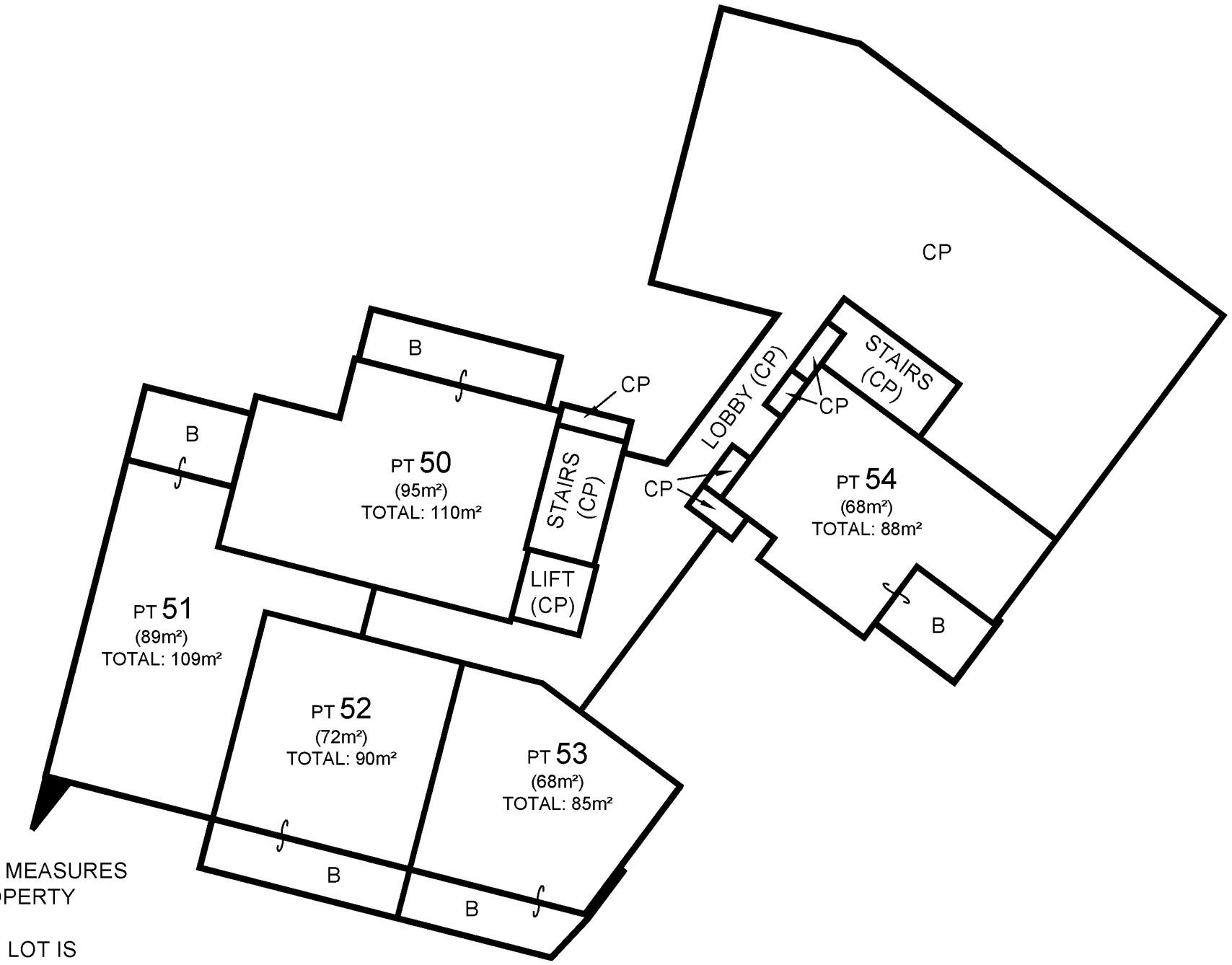
SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

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EIGHTH FLOOR
BUILDING A





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

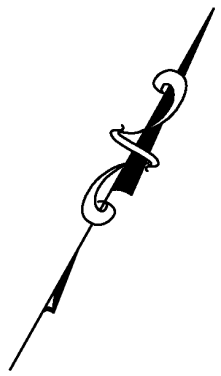
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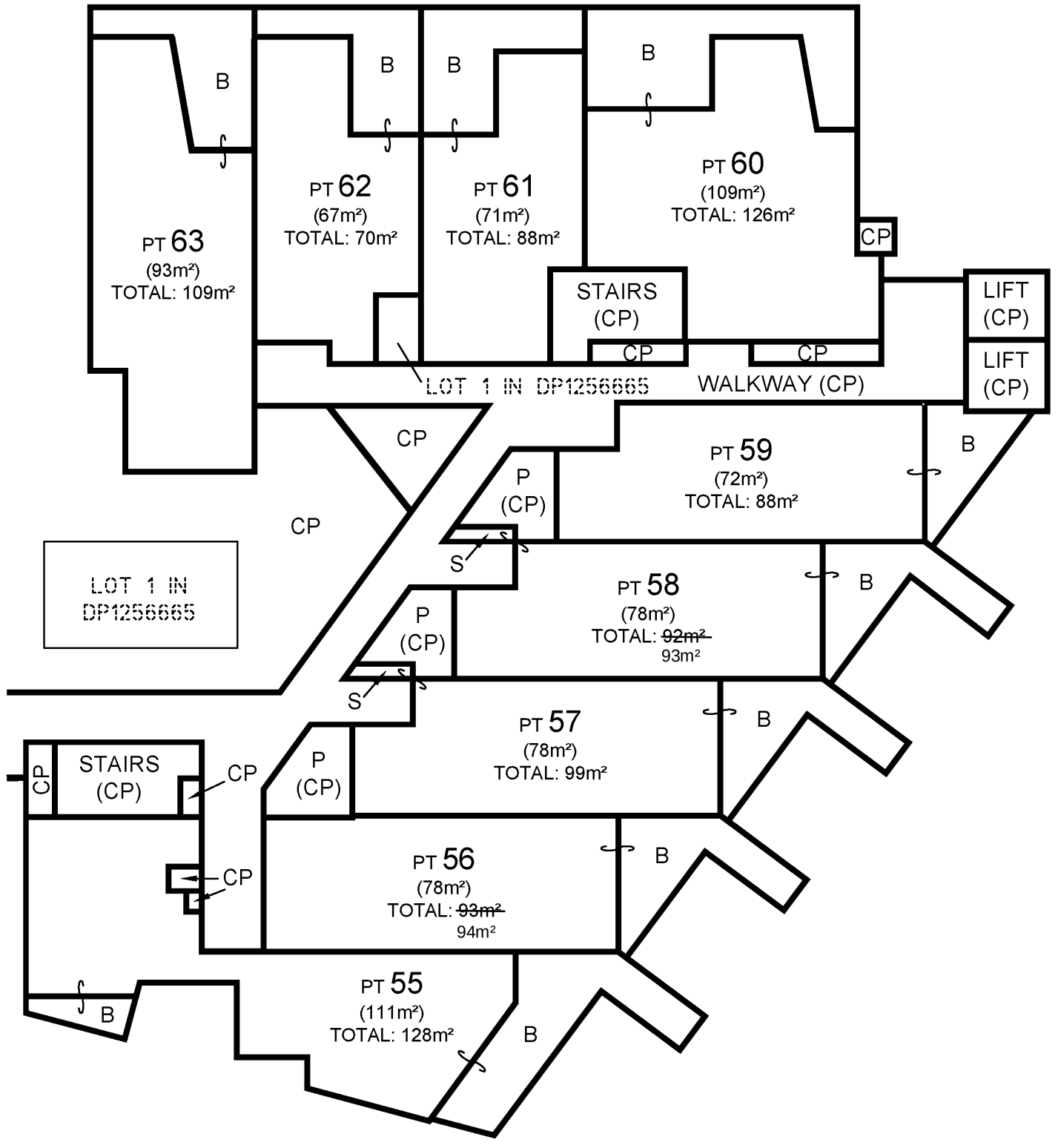
SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
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FIRST FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

P DENOTES PLANTER BOX (CP)

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

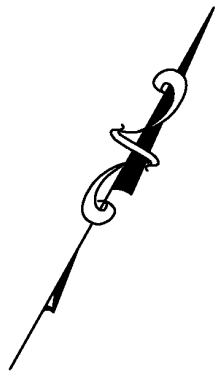
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

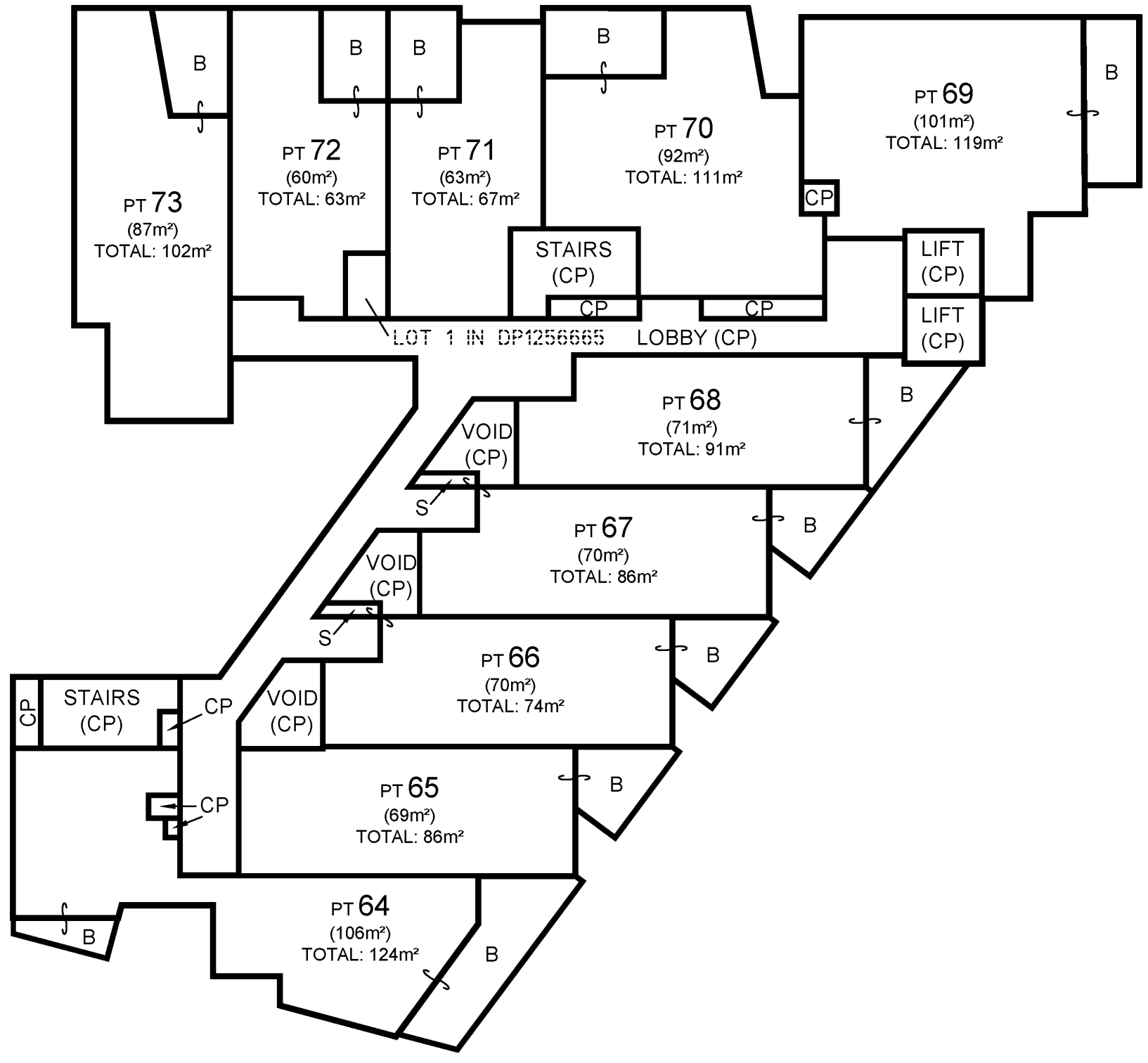
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NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
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DATE AND AREAS AMENDED SEE 2022-347 26/04/2022

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SECOND FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

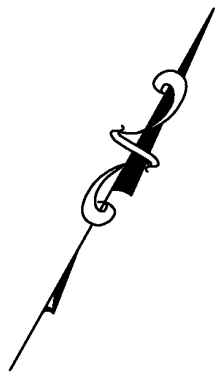
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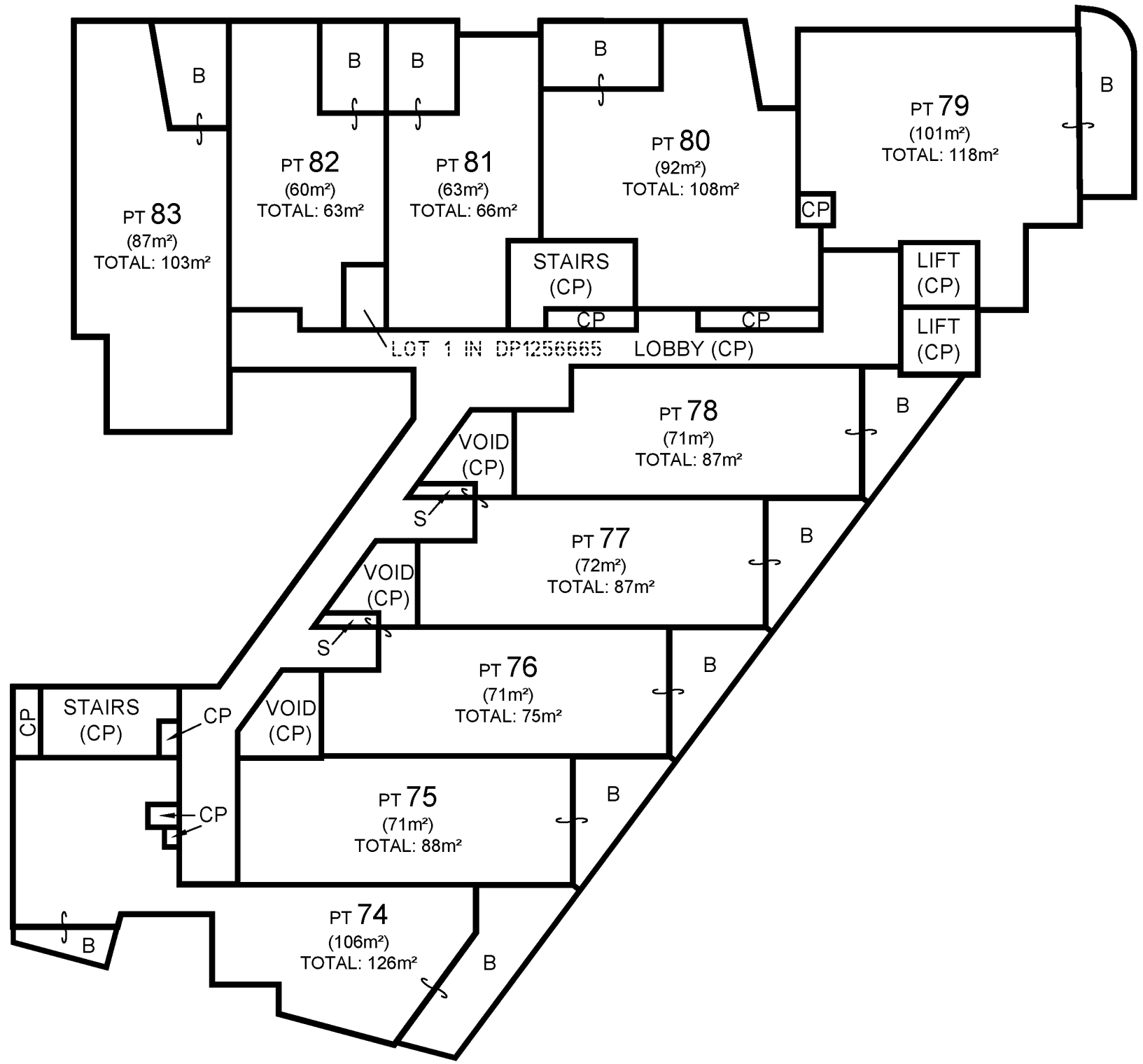
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NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
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THIRD FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

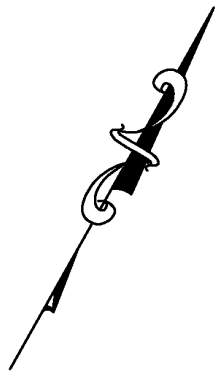
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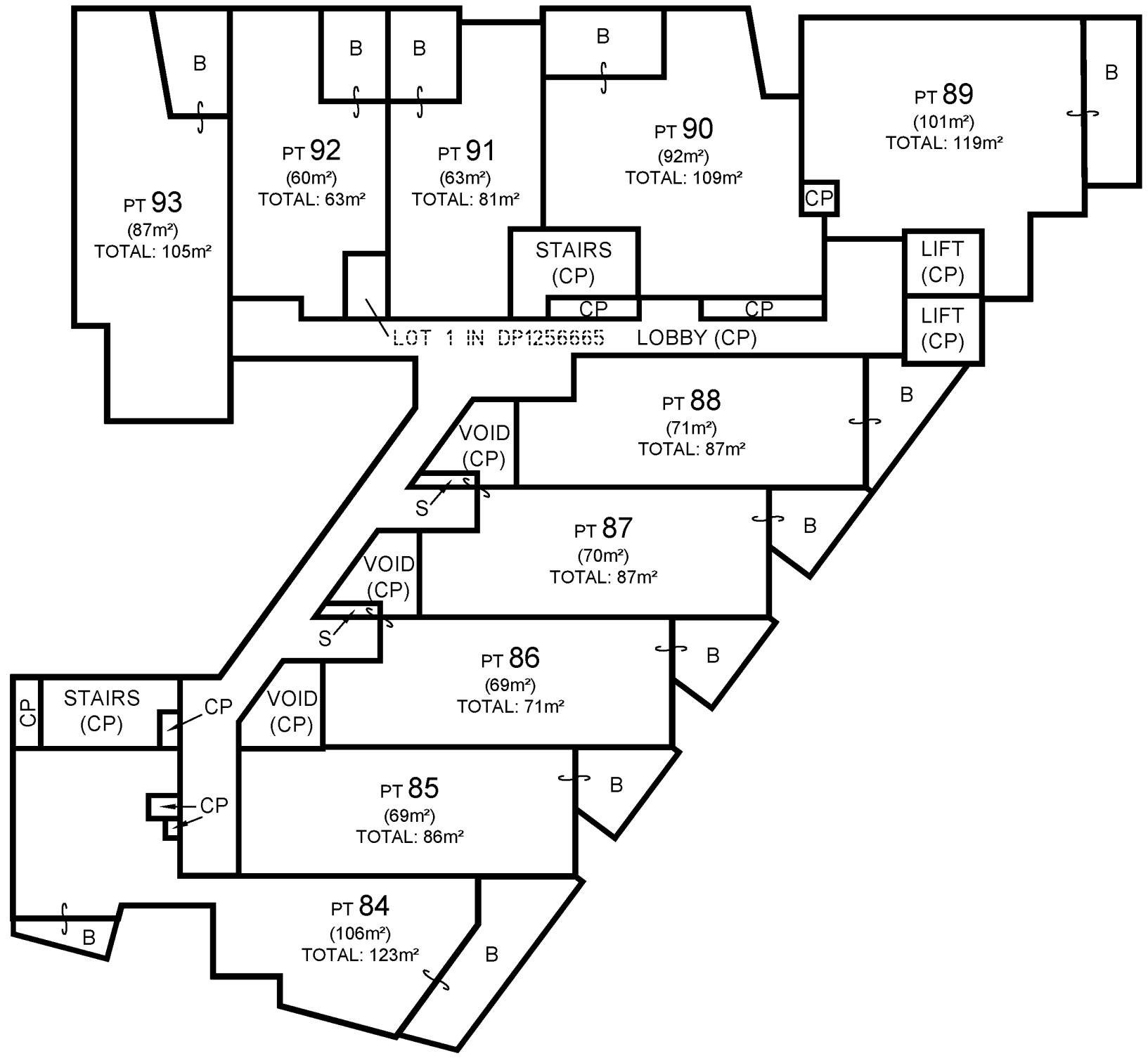
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DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
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FOURTH FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

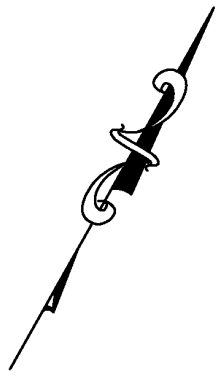
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NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
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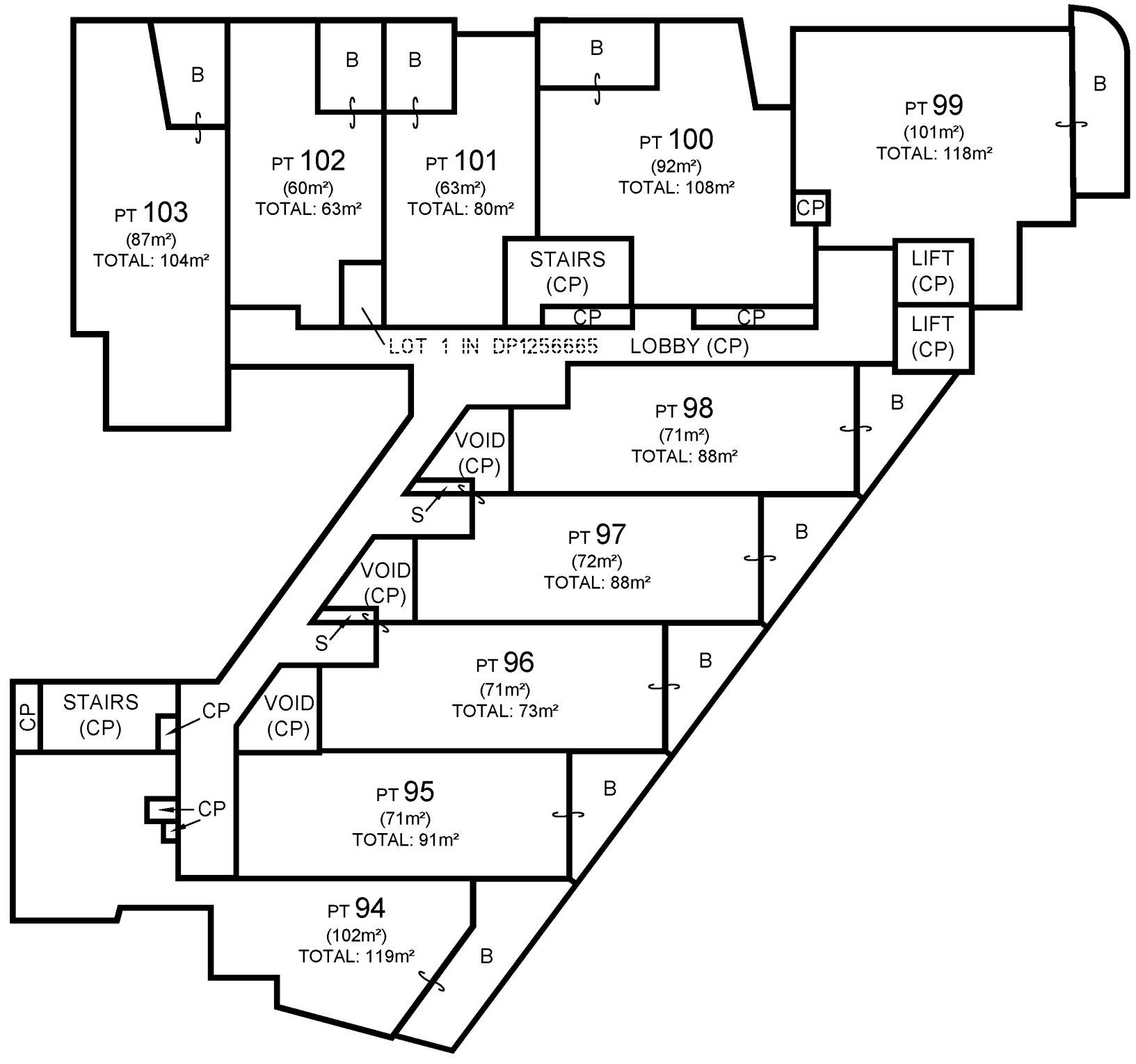
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FIFTH FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

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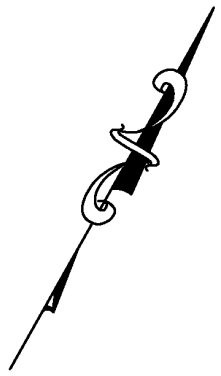
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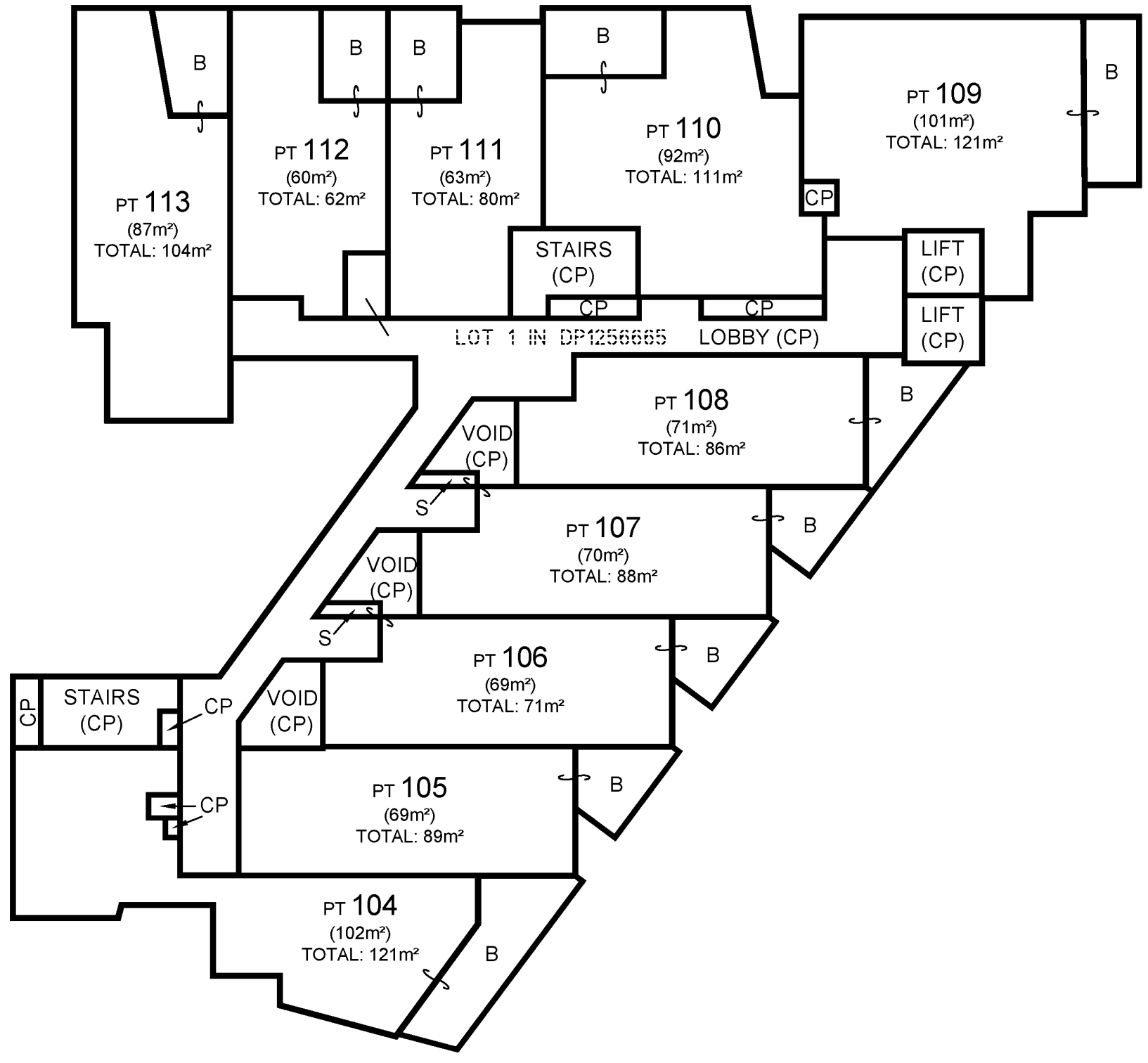
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SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

26/04/2022
DATE ADDED SEE 2022-347

SIXTH FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

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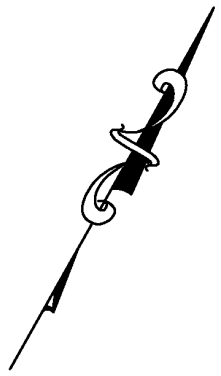
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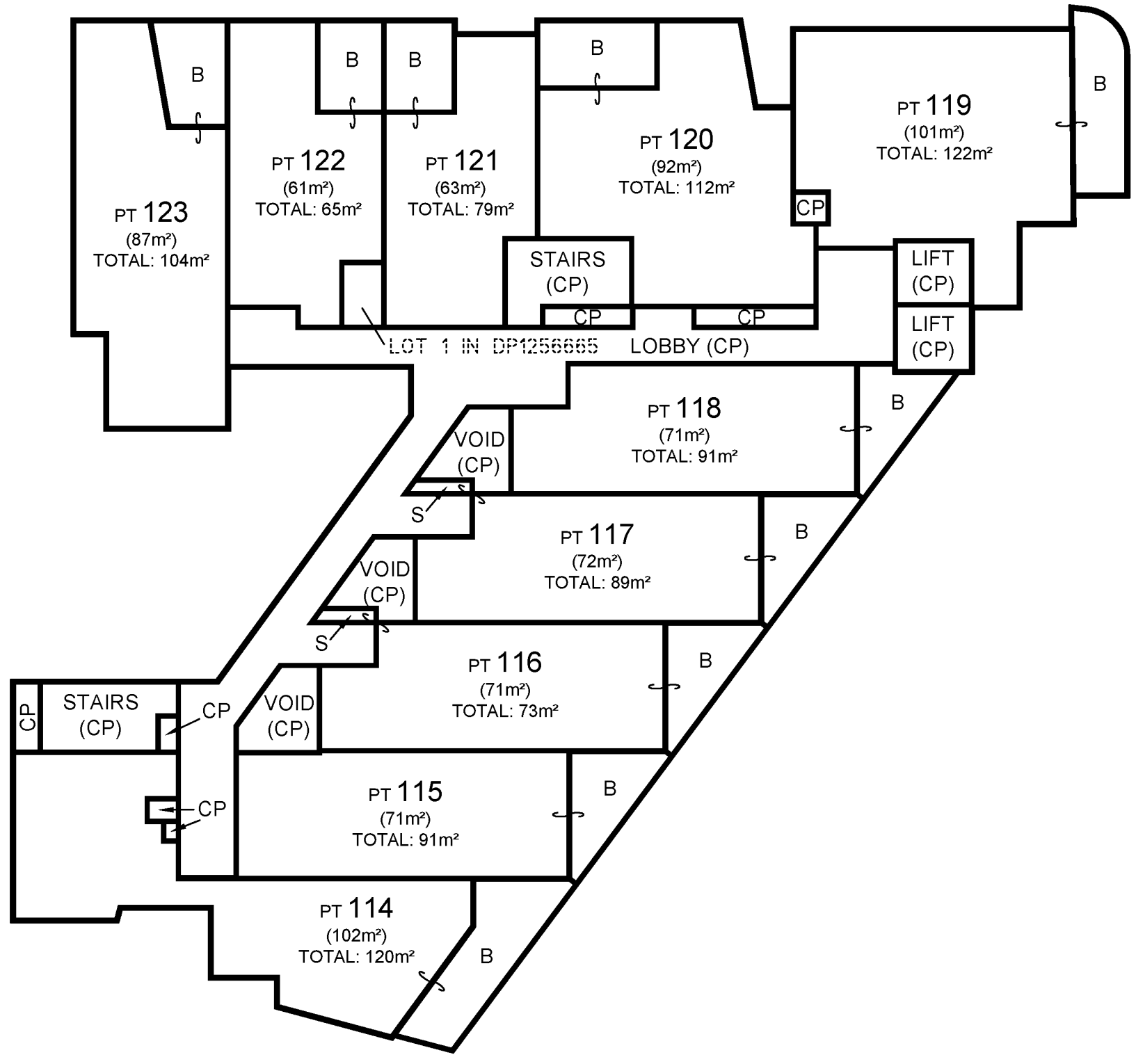
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NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
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SEVENTH FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

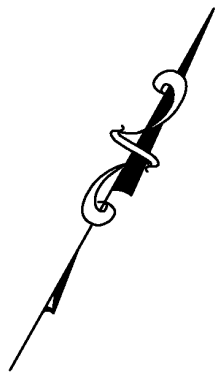
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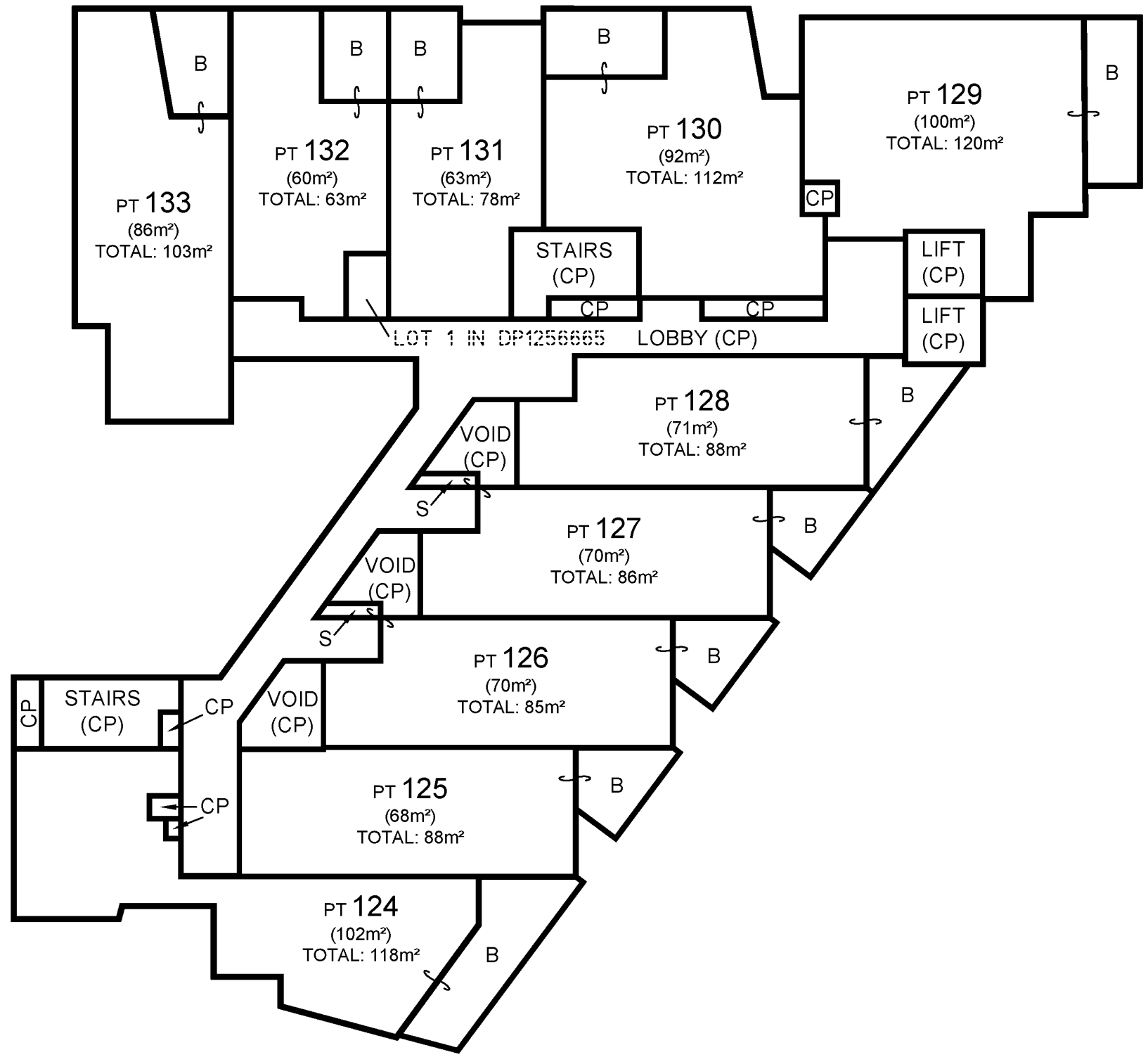
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EIGHTH FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

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ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

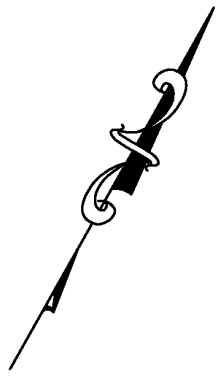
SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

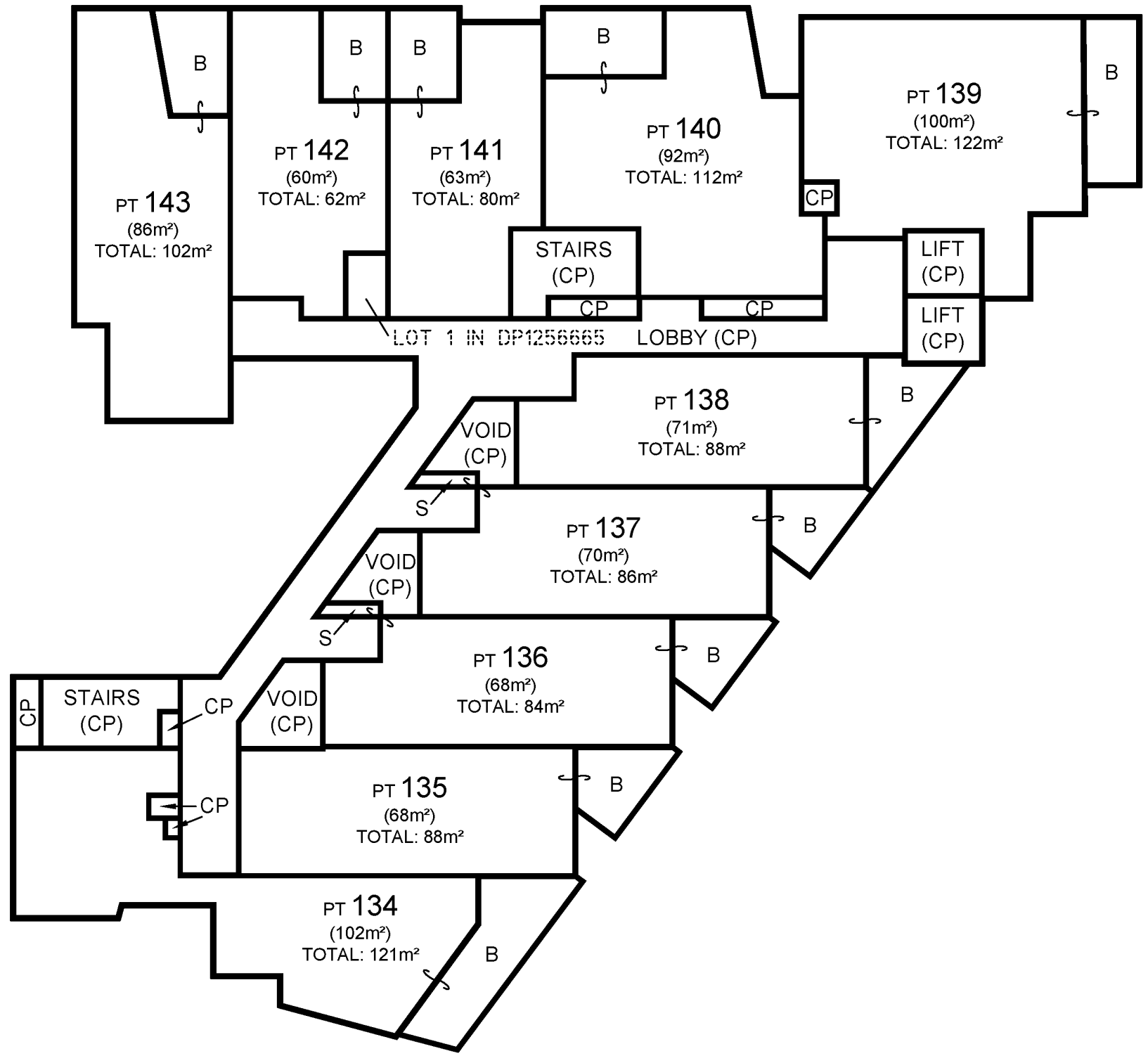
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NINETH FLOOR
BUILDING B





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

S DENOTES STORAGE CLOSET

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

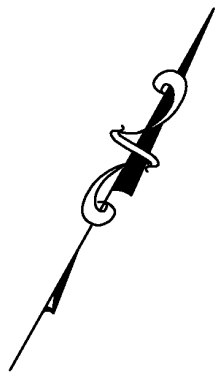
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

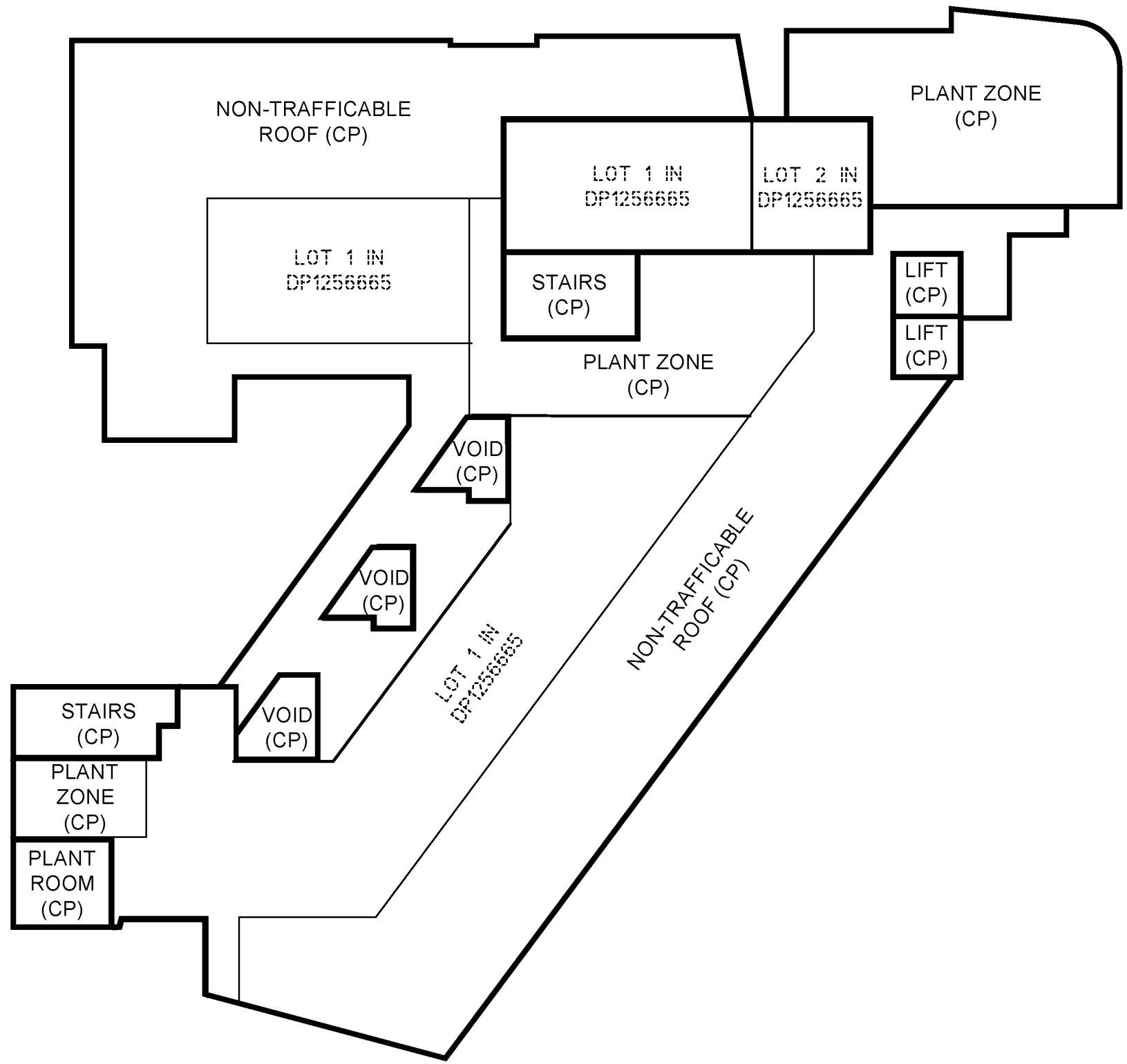
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

DATE ADDED SEE 2022-347 26/04/2022

ROOF LEVEL
BUILDING B





CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

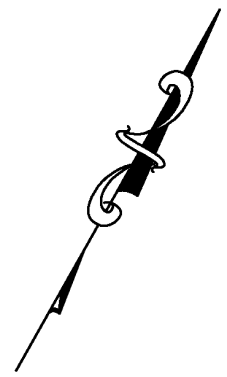
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

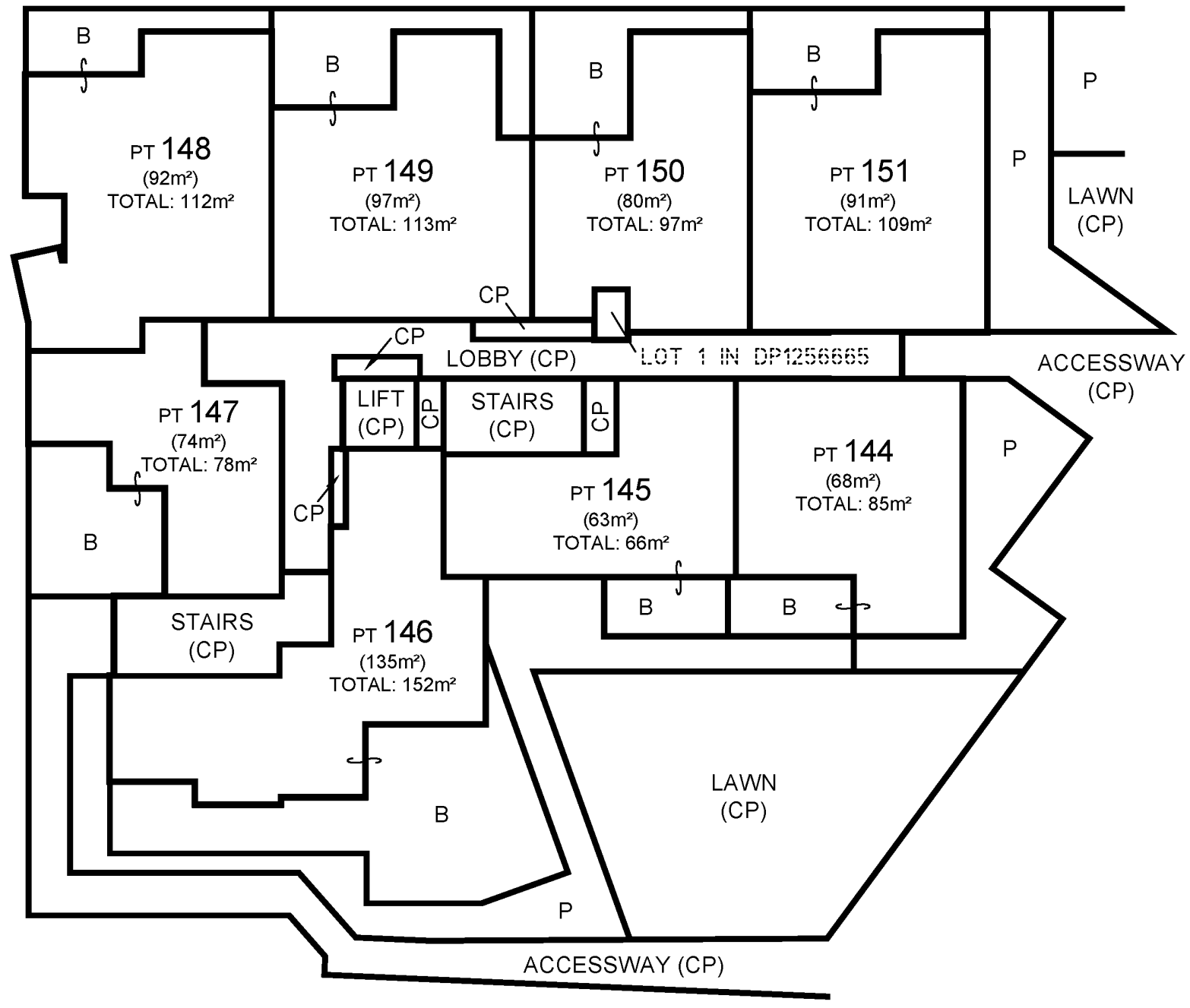
SURVEYOR	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143
NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP				

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:42 of 58
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FIRST FLOOR
BUILDING C





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

P DENOTES PLANTER BOX (CP)

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

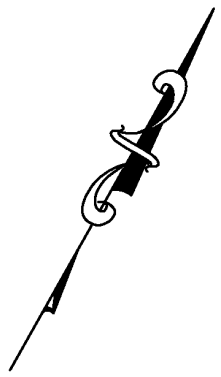
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

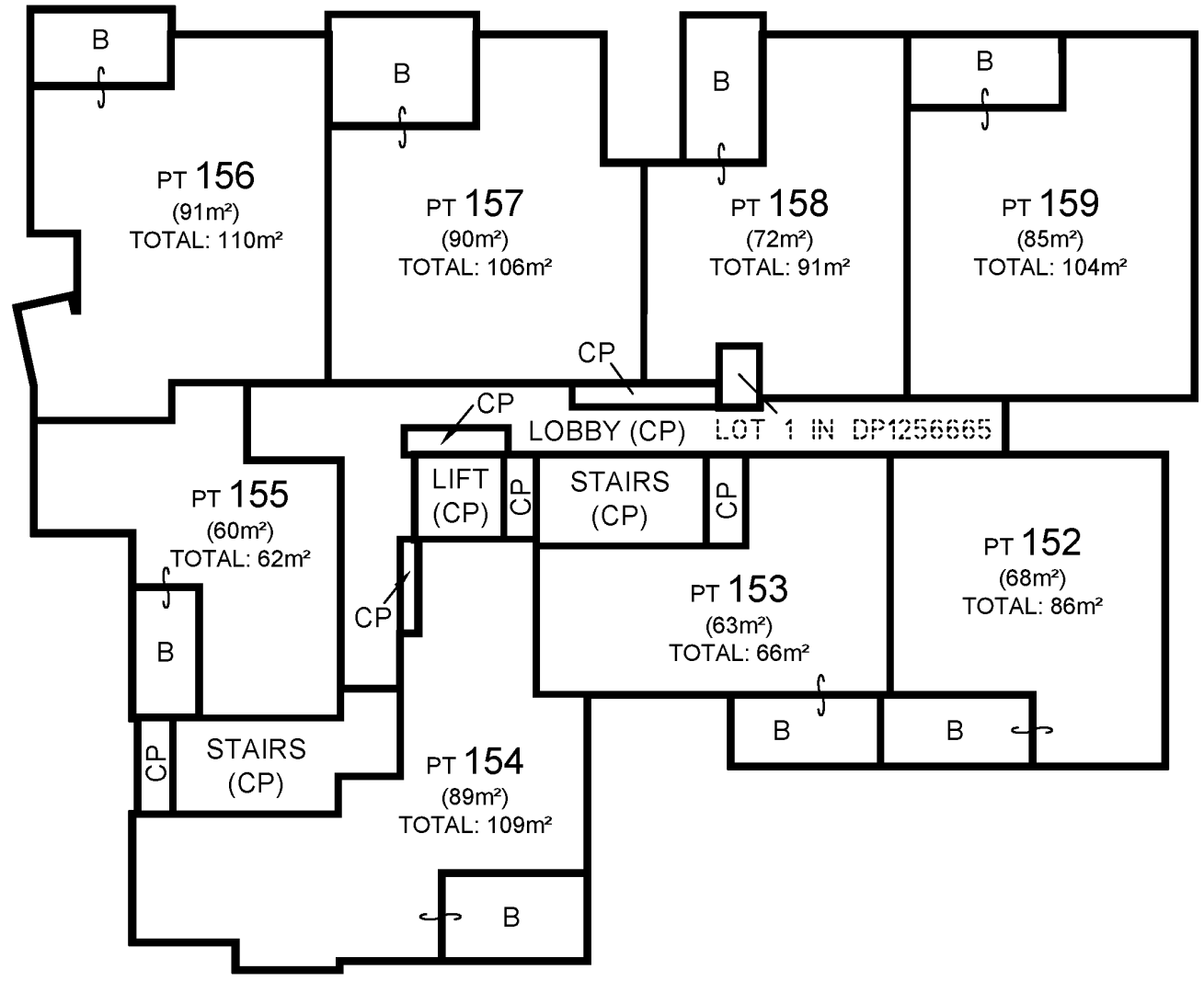
SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:43 of 58
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SECOND FLOOR
BUILDING C





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

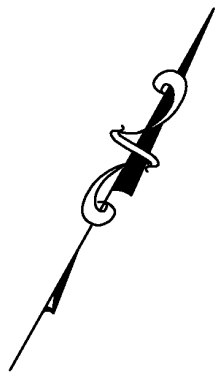
SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

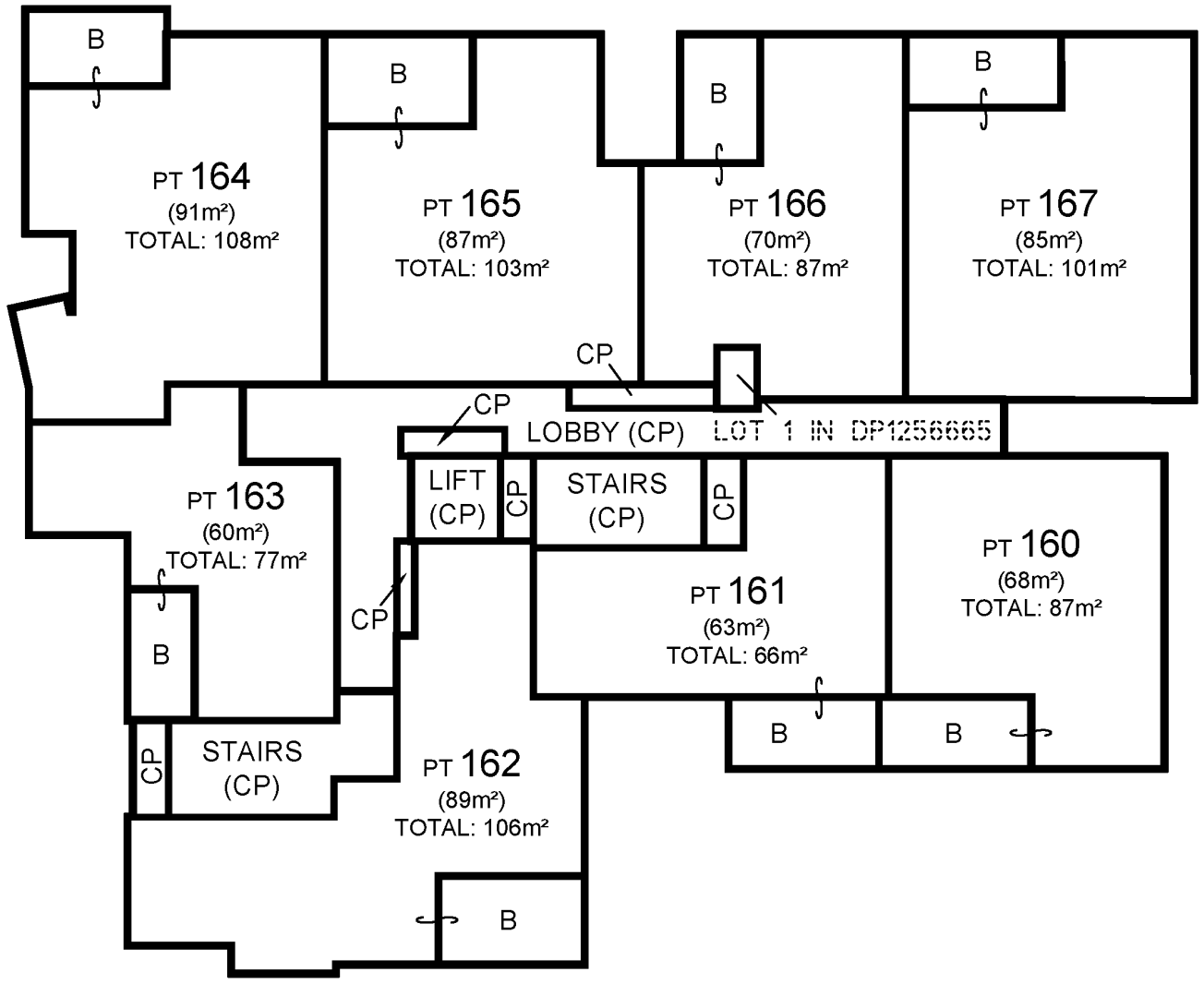
DATE ADDED SEE 2022-347 26/04/2022

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Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:45 of 58
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THIRD FLOOR
BUILDING C





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

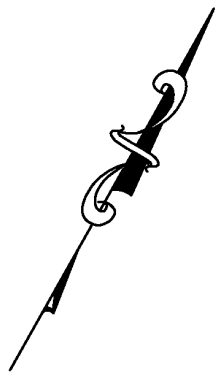
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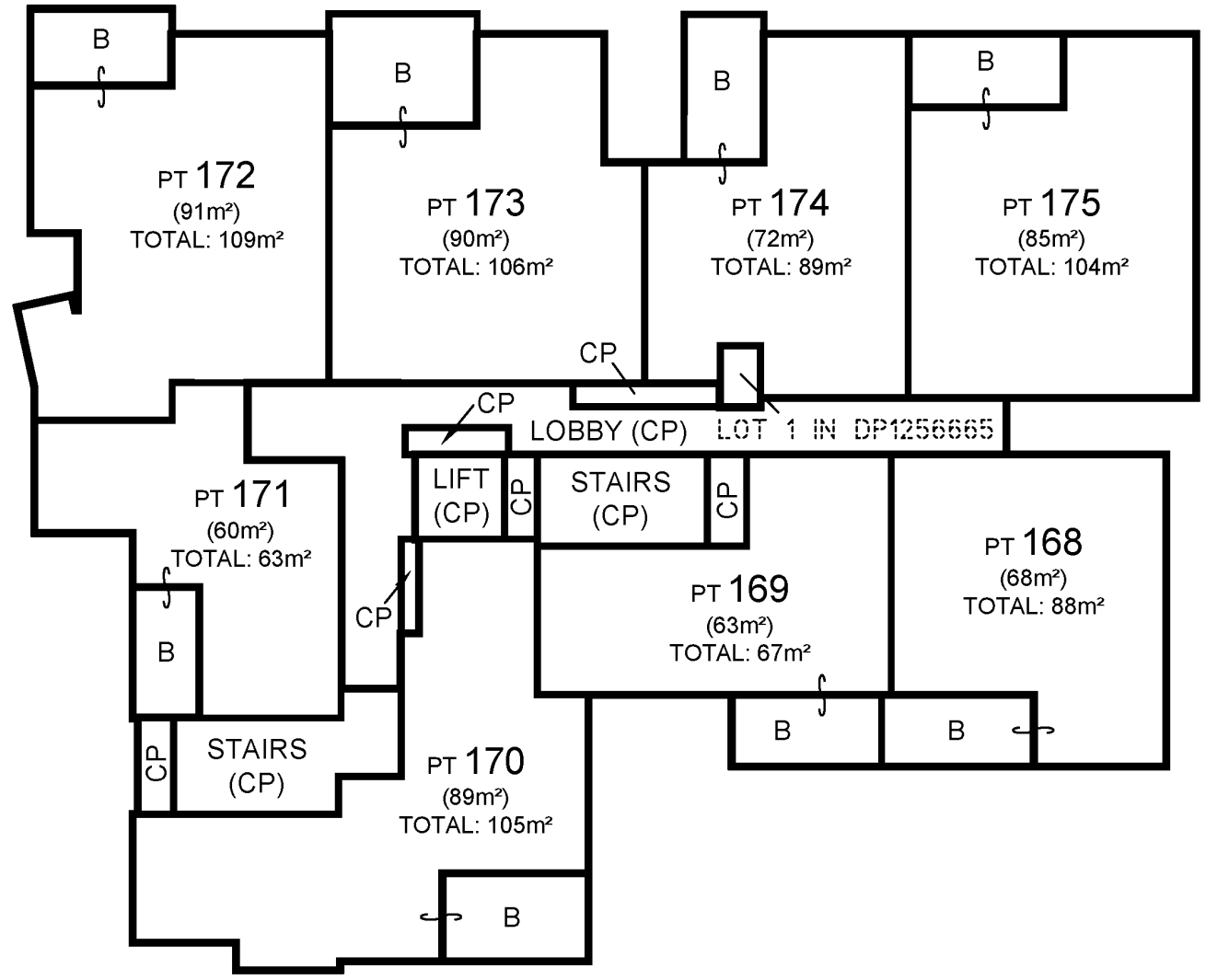
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

FOURTH FLOOR
BUILDING C





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CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

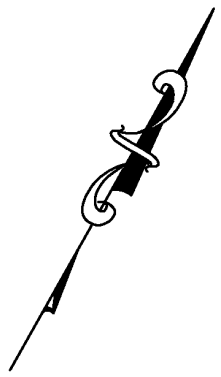
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

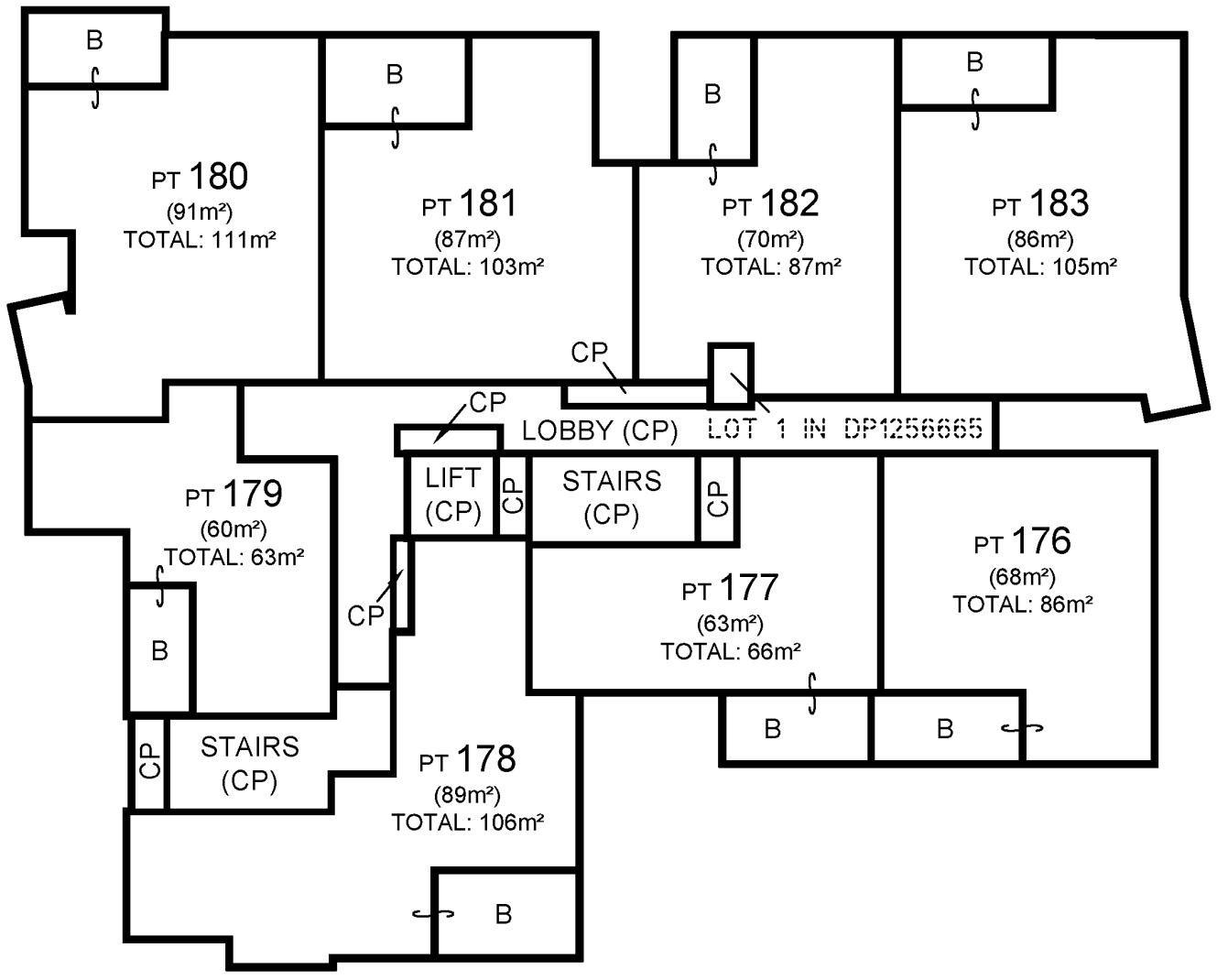
SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:46 of 58
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122 61122

26/04/2022
DATE ADDED SEE 2022-347

FIFTH FLOOR
BUILDING C





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

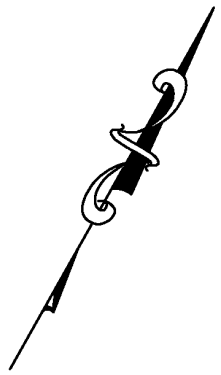
SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

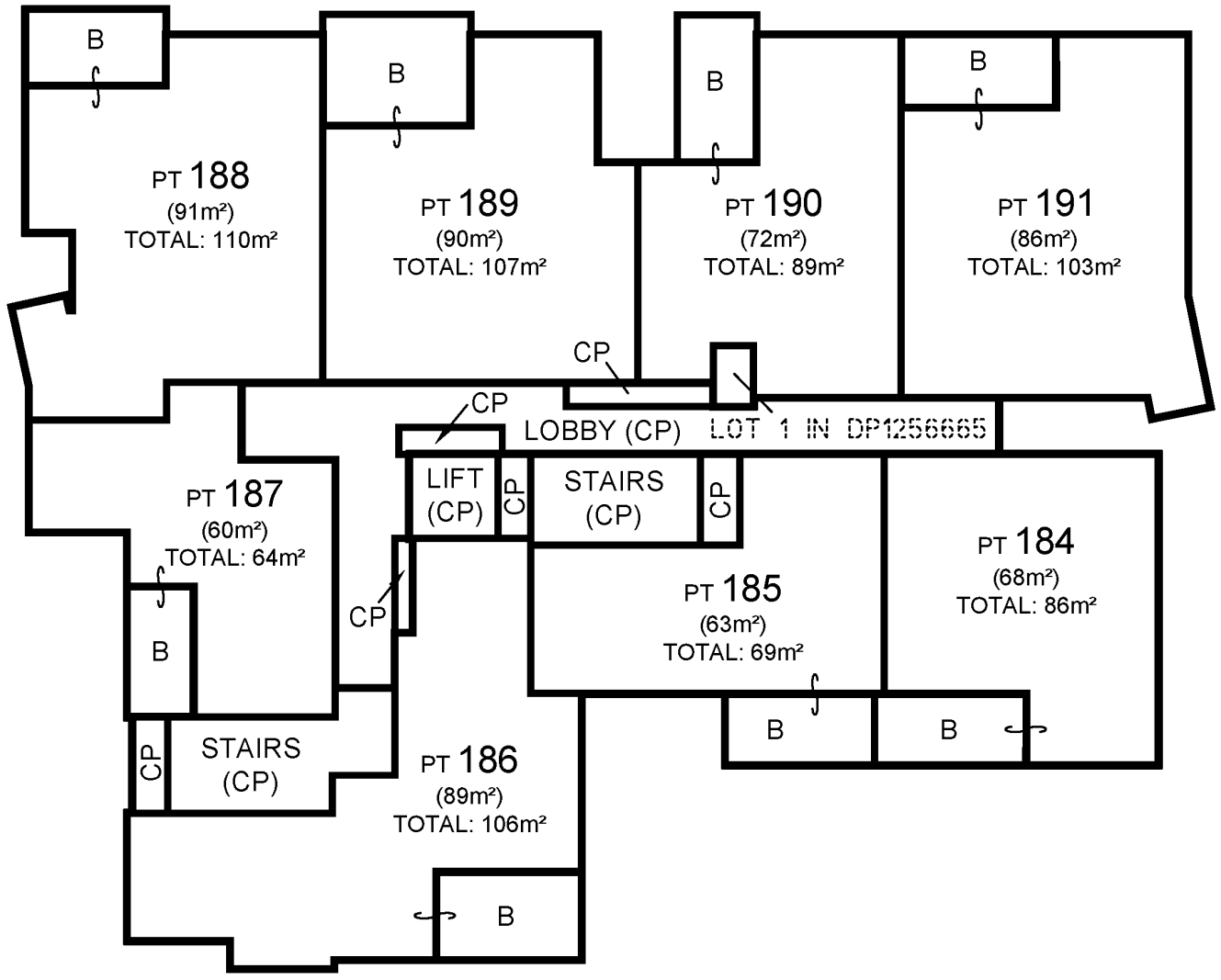
DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:47 of 58
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Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:48 of 58
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SIXTH FLOOR
BUILDING C





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

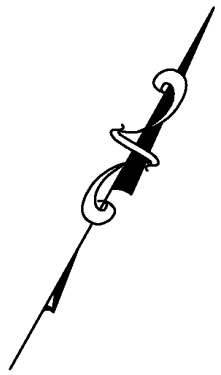
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

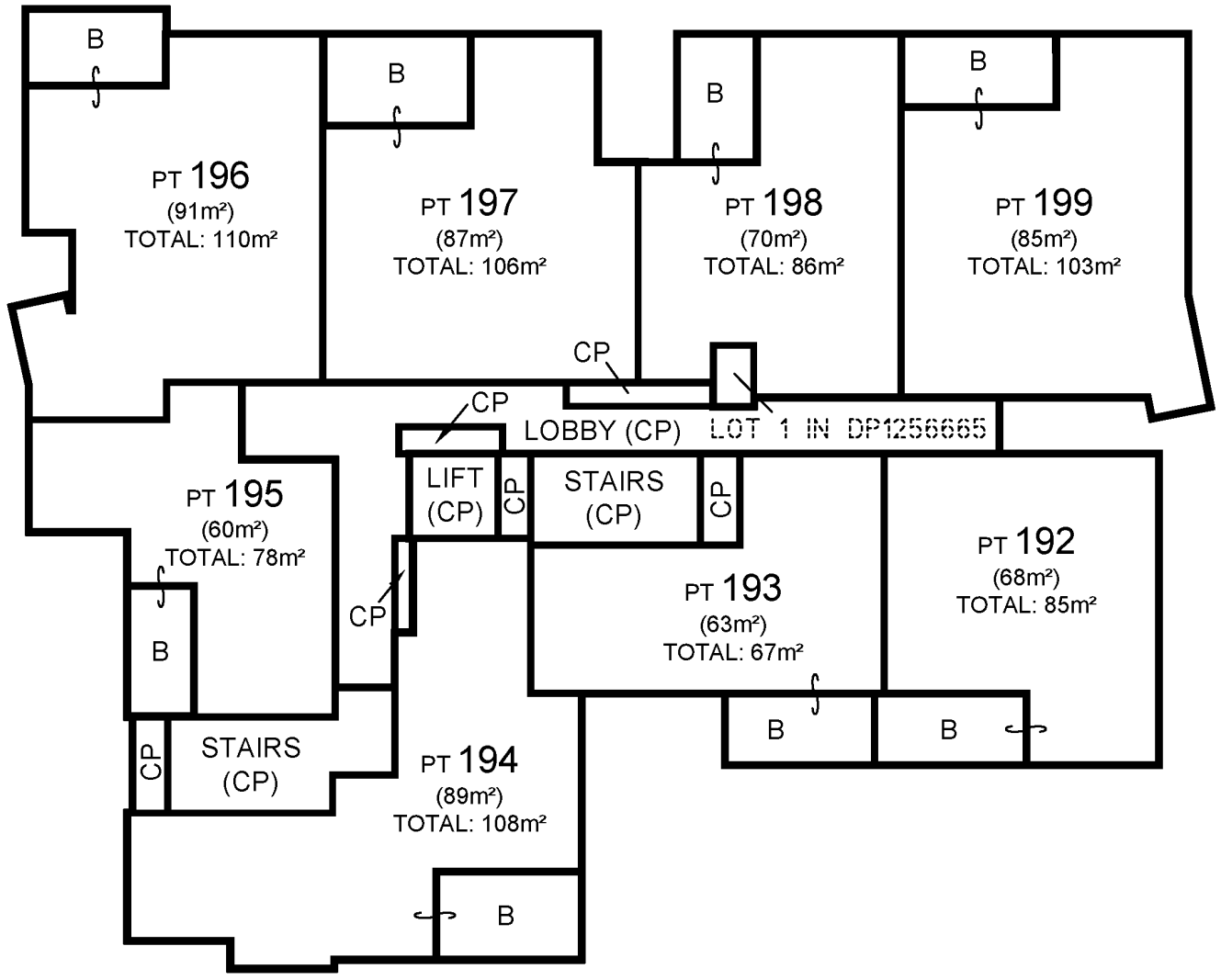
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143

DATE ADDED SEE 2022-347 26/04/2022

SEVENTH FLOOR
BUILDING C





B DENOTES BALCONY LIMITED IN HEIGHT TO 2.6 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY

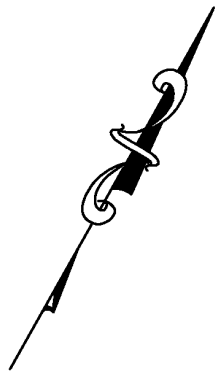
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

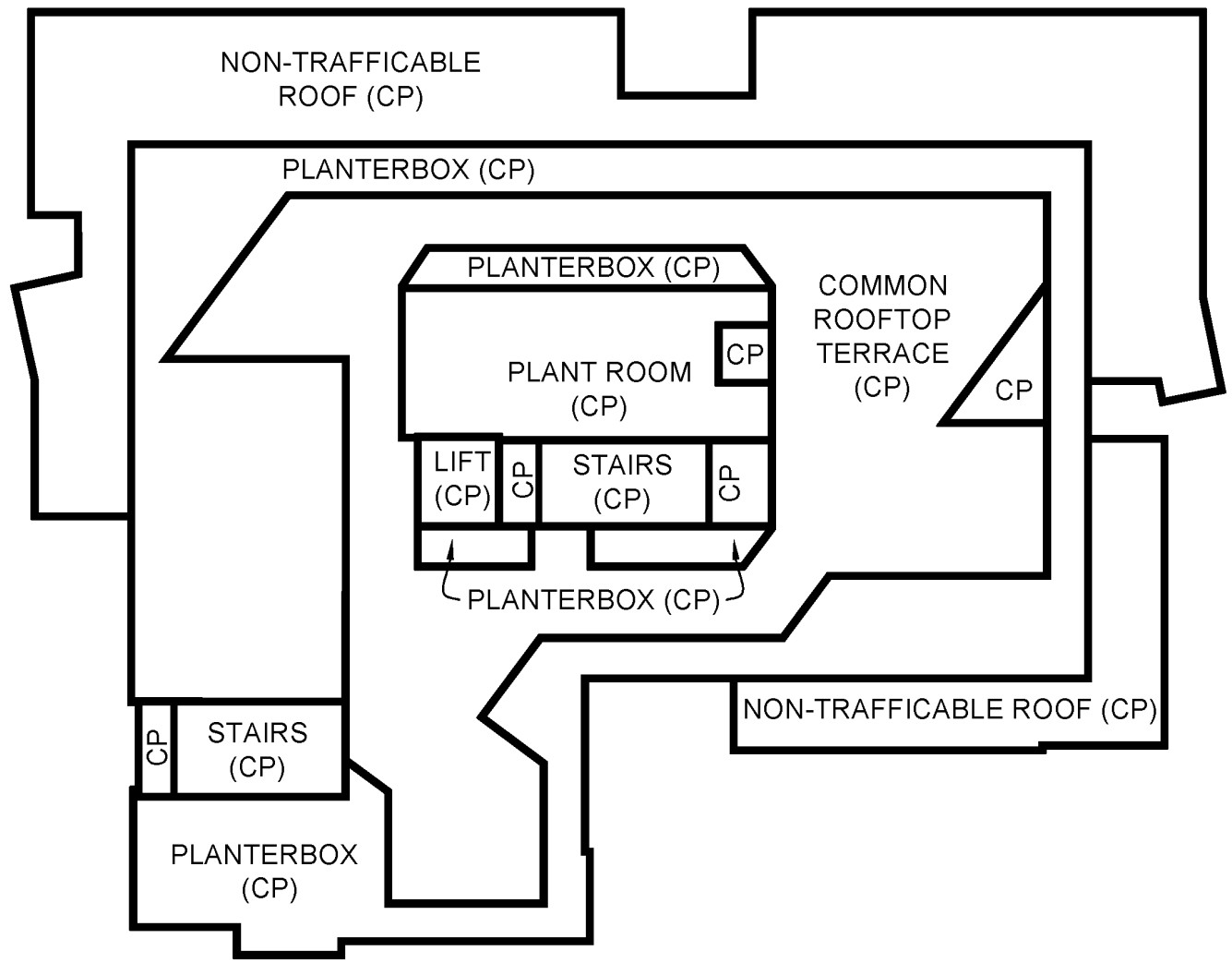
SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	SUBDIVISION OF LOT 3 IN DP1256665	LOCALITY: PETERSHAM	13.4.2022	SP100143
DATE OF SURVEY: 24-03-2022		Reduction Ratio: 1 : 200		
REFERENCE: 4440-18SP		Lengths are in metres		

DATE ADDED SEE 2022-347 26/04/2022

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ROOF LEVEL
BUILDING C





CP DENOTES COMMON PROPERTY

ALL COLUMNS, DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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SURVEYOR	PLAN OF: SUBDIVISION OF LOT 3 IN DP1256665	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED: 13.4.2022	SP100143
NAME: JOHN WALTON DATE OF SURVEY: 24-03-2022 REFERENCE: 4440-18SP				

DATE ADDED SEE 2022-347 26/04/2022

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:50 of 58
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Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Sc
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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 8 sheet(s)

Office Use Only

Registered: 13.4.2022

Office Use Only

SP100143

PLAN OF SUBDIVISION OF:

LOT 3 IN DP1256665

LGA: **INNER WEST**

Locality: **PETERSHAM**

Parish: **PETERSHAM**

County: **CUMBERLAND**

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

Address for Service of Documents

305 TRAFALGAR STREET,
PETERSHAM NSW 2049

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, **JOHN WALTON**,
of DAW & WALTON PTY LTD,
PO Box 3222, REDFERN NSW 2016,
survey@daw-walton.com.au,
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:

Date: 24-03-2022

Surveyor ID: **8430**

Surveyor's Reference: 4440-18SP

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

Strata Certificate (Registered Certifier)

I, GORDON WREN being an Registered Certifier, registration number BDC 0447 certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *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) ^ will be created as utility lots and restricted in accordance with ~~section 88 Strata Schemes Development Act 2015~~

Certificate Reference: SC3613

Relevant Planning Approval No.: CDC 1493

issued by: GORDON WREN

Signature:

Date: 29th march 2022

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Sc
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Registered: 13.4.2022

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VALUER'S CERTIFICATE

I, * PETER WILTSHIRE of RAY WHITE (VALUATIONS)
being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: AUSTRALIAN PROPERTY INSTITUTE
Class of membership: ASSOCIATE
Membership number: 68917

certify that the unit entitlements shown in the schedule herewith were apportioned on 21 FEBRUARY 2022 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: [signature] Date 21/02/2022

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

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

Surveyor's Reference: 4440-18SP

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Sc
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 8 sheet(s)

Office Use Only

Registered: 13.4.2022

Office Use Only

SP100143

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
- A schedule of street addresses
- 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*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	N / A	305	TRAFALGAR	STREET	PETERSHAM
1	N / A	1	FOZZARD	LANE	PETERSHAM
2	N / A	3	FOZZARD	LANE	PETERSHAM
3	N / A	5	FOZZARD	LANE	PETERSHAM
4	101	16	FISHER	STREET	PETERSHAM
5	102	16	FISHER	STREET	PETERSHAM
6	103	16	FISHER	STREET	PETERSHAM
7	104	16	FISHER	STREET	PETERSHAM
8	105	16	FISHER	STREET	PETERSHAM
9	201	16	FISHER	STREET	PETERSHAM
10	202	16	FISHER	STREET	PETERSHAM
11	203	16	FISHER	STREET	PETERSHAM
12	204	16	FISHER	STREET	PETERSHAM
13	205	16	FISHER	STREET	PETERSHAM
14	206	16	FISHER	STREET	PETERSHAM
15	301	16	FISHER	STREET	PETERSHAM
16	302	16	FISHER	STREET	PETERSHAM
17	303	16	FISHER	STREET	PETERSHAM
18	304	16	FISHER	STREET	PETERSHAM
19	305	16	FISHER	STREET	PETERSHAM
20	306	16	FISHER	STREET	PETERSHAM
21	307	16	FISHER	STREET	PETERSHAM
22	401	16	FISHER	STREET	PETERSHAM
23	402	16	FISHER	STREET	PETERSHAM
24	403	16	FISHER	STREET	PETERSHAM
25	404	16	FISHER	STREET	PETERSHAM
26	405	16	FISHER	STREET	PETERSHAM
27	406	16	FISHER	STREET	PETERSHAM
28	407	16	FISHER	STREET	PETERSHAM
29	501	16	FISHER	STREET	PETERSHAM
30	502	16	FISHER	STREET	PETERSHAM
31	503	16	FISHER	STREET	PETERSHAM
32	504	16	FISHER	STREET	PETERSHAM
33	505	16	FISHER	STREET	PETERSHAM
34	506	16	FISHER	STREET	PETERSHAM
35	507	16	FISHER	STREET	PETERSHAM
36	601	16	FISHER	STREET	PETERSHAM
37	602	16	FISHER	STREET	PETERSHAM
38	603	16	FISHER	STREET	PETERSHAM
39	604	16	FISHER	STREET	PETERSHAM
40	605	16	FISHER	STREET	PETERSHAM
41	606	16	FISHER	STREET	PETERSHAM
42	607	16	FISHER	STREET	PETERSHAM
43	701	16	FISHER	STREET	PETERSHAM
44	702	16	FISHER	STREET	PETERSHAM
45	703	16	FISHER	STREET	PETERSHAM
46	704	16	FISHER	STREET	PETERSHAM
47	705	16	FISHER	STREET	PETERSHAM
48	706	16	FISHER	STREET	PETERSHAM
49	707	16	FISHER	STREET	PETERSHAM
50	801	16	FISHER	STREET	PETERSHAM

Surveyor's Reference: 4440-18SP

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Sc
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of 8 sheet(s)

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Registered: 13.4.2022

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SP100143

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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
51	802	16	FISHER	STREET	PETERSHAM
52	803	16	FISHER	STREET	PETERSHAM
53	804	16	FISHER	STREET	PETERSHAM
54	805	16	FISHER	STREET	PETERSHAM
55	101	2	REGENT	STREET	PETERSHAM
56	102	2	REGENT	STREET	PETERSHAM
57	103	2	REGENT	STREET	PETERSHAM
58	104	2	REGENT	STREET	PETERSHAM
59	105	2	REGENT	STREET	PETERSHAM
60	106	2	REGENT	STREET	PETERSHAM
61	107	2	REGENT	STREET	PETERSHAM
62	108	2	REGENT	STREET	PETERSHAM
63	109	2	REGENT	STREET	PETERSHAM
64	201	2	REGENT	STREET	PETERSHAM
65	202	2	REGENT	STREET	PETERSHAM
66	203	2	REGENT	STREET	PETERSHAM
67	204	2	REGENT	STREET	PETERSHAM
68	205	2	REGENT	STREET	PETERSHAM
69	206	2	REGENT	STREET	PETERSHAM
70	207	2	REGENT	STREET	PETERSHAM
71	208	2	REGENT	STREET	PETERSHAM
72	209	2	REGENT	STREET	PETERSHAM
73	210	2	REGENT	STREET	PETERSHAM
74	301	2	REGENT	STREET	PETERSHAM
75	302	2	REGENT	STREET	PETERSHAM
76	303	2	REGENT	STREET	PETERSHAM
77	304	2	REGENT	STREET	PETERSHAM
78	305	2	REGENT	STREET	PETERSHAM
79	306	2	REGENT	STREET	PETERSHAM
80	307	2	REGENT	STREET	PETERSHAM
81	308	2	REGENT	STREET	PETERSHAM
82	309	2	REGENT	STREET	PETERSHAM
83	310	2	REGENT	STREET	PETERSHAM
84	401	2	REGENT	STREET	PETERSHAM
85	402	2	REGENT	STREET	PETERSHAM
86	403	2	REGENT	STREET	PETERSHAM
87	404	2	REGENT	STREET	PETERSHAM
88	405	2	REGENT	STREET	PETERSHAM
89	406	2	REGENT	STREET	PETERSHAM
90	407	2	REGENT	STREET	PETERSHAM
91	408	2	REGENT	STREET	PETERSHAM
92	409	2	REGENT	STREET	PETERSHAM
93	410	2	REGENT	STREET	PETERSHAM
94	501	2	REGENT	STREET	PETERSHAM
95	502	2	REGENT	STREET	PETERSHAM
96	503	2	REGENT	STREET	PETERSHAM
97	504	2	REGENT	STREET	PETERSHAM
98	505	2	REGENT	STREET	PETERSHAM
99	506	2	REGENT	STREET	PETERSHAM
100	507	2	REGENT	STREET	PETERSHAM

Surveyor's Reference: 4440-18SP

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Sc
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 8 sheet(s)

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Registered: 13.4.2022

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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
101	508	2	REGENT	STREET	PETERSHAM
102	509	2	REGENT	STREET	PETERSHAM
103	510	2	REGENT	STREET	PETERSHAM
104	601	2	REGENT	STREET	PETERSHAM
105	602	2	REGENT	STREET	PETERSHAM
106	603	2	REGENT	STREET	PETERSHAM
107	604	2	REGENT	STREET	PETERSHAM
108	605	2	REGENT	STREET	PETERSHAM
109	606	2	REGENT	STREET	PETERSHAM
110	607	2	REGENT	STREET	PETERSHAM
111	608	2	REGENT	STREET	PETERSHAM
112	609	2	REGENT	STREET	PETERSHAM
113	610	2	REGENT	STREET	PETERSHAM
114	701	2	REGENT	STREET	PETERSHAM
115	702	2	REGENT	STREET	PETERSHAM
116	703	2	REGENT	STREET	PETERSHAM
117	704	2	REGENT	STREET	PETERSHAM
118	705	2	REGENT	STREET	PETERSHAM
119	706	2	REGENT	STREET	PETERSHAM
120	707	2	REGENT	STREET	PETERSHAM
121	708	2	REGENT	STREET	PETERSHAM
122	709	2	REGENT	STREET	PETERSHAM
123	710	2	REGENT	STREET	PETERSHAM
124	801	2	REGENT	STREET	PETERSHAM
125	802	2	REGENT	STREET	PETERSHAM
126	803	2	REGENT	STREET	PETERSHAM
127	804	2	REGENT	STREET	PETERSHAM
128	805	2	REGENT	STREET	PETERSHAM
129	806	2	REGENT	STREET	PETERSHAM
130	807	2	REGENT	STREET	PETERSHAM
131	808	2	REGENT	STREET	PETERSHAM
132	809	2	REGENT	STREET	PETERSHAM
133	810	2	REGENT	STREET	PETERSHAM
134	901	2	REGENT	STREET	PETERSHAM
135	902	2	REGENT	STREET	PETERSHAM
136	903	2	REGENT	STREET	PETERSHAM
137	904	2	REGENT	STREET	PETERSHAM
138	905	2	REGENT	STREET	PETERSHAM
139	906	2	REGENT	STREET	PETERSHAM
140	907	2	REGENT	STREET	PETERSHAM
141	908	2	REGENT	STREET	PETERSHAM
142	909	2	REGENT	STREET	PETERSHAM
143	910	2	REGENT	STREET	PETERSHAM
144	101	305	TRAFALGAR	STREET	PETERSHAM
145	102	305	TRAFALGAR	STREET	PETERSHAM
146	103	305	TRAFALGAR	STREET	PETERSHAM
147	104	305	TRAFALGAR	STREET	PETERSHAM
148	105	305	TRAFALGAR	STREET	PETERSHAM
149	106	305	TRAFALGAR	STREET	PETERSHAM
150	107	305	TRAFALGAR	STREET	PETERSHAM

Surveyor's Reference: 4440-18SP

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Sc
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 6 of 8 sheet(s)

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Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
151	108	305	TRAFALGAR	STREET	PETERSHAM
152	201	305	TRAFALGAR	STREET	PETERSHAM
153	202	305	TRAFALGAR	STREET	PETERSHAM
154	203	305	TRAFALGAR	STREET	PETERSHAM
155	204	305	TRAFALGAR	STREET	PETERSHAM
156	205	305	TRAFALGAR	STREET	PETERSHAM
157	206	305	TRAFALGAR	STREET	PETERSHAM
158	207	305	TRAFALGAR	STREET	PETERSHAM
159	208	305	TRAFALGAR	STREET	PETERSHAM
160	301	305	TRAFALGAR	STREET	PETERSHAM
161	302	305	TRAFALGAR	STREET	PETERSHAM
162	303	305	TRAFALGAR	STREET	PETERSHAM
163	304	305	TRAFALGAR	STREET	PETERSHAM
164	305	305	TRAFALGAR	STREET	PETERSHAM
165	306	305	TRAFALGAR	STREET	PETERSHAM
166	307	305	TRAFALGAR	STREET	PETERSHAM
167	308	305	TRAFALGAR	STREET	PETERSHAM
168	401	305	TRAFALGAR	STREET	PETERSHAM
169	402	305	TRAFALGAR	STREET	PETERSHAM
170	403	305	TRAFALGAR	STREET	PETERSHAM
171	404	305	TRAFALGAR	STREET	PETERSHAM
172	405	305	TRAFALGAR	STREET	PETERSHAM
173	406	305	TRAFALGAR	STREET	PETERSHAM
174	407	305	TRAFALGAR	STREET	PETERSHAM
175	408	305	TRAFALGAR	STREET	PETERSHAM
176	501	305	TRAFALGAR	STREET	PETERSHAM
177	502	305	TRAFALGAR	STREET	PETERSHAM
178	503	305	TRAFALGAR	STREET	PETERSHAM
179	504	305	TRAFALGAR	STREET	PETERSHAM
180	505	305	TRAFALGAR	STREET	PETERSHAM
181	506	305	TRAFALGAR	STREET	PETERSHAM
182	507	305	TRAFALGAR	STREET	PETERSHAM
183	508	305	TRAFALGAR	STREET	PETERSHAM
184	601	305	TRAFALGAR	STREET	PETERSHAM
185	602	305	TRAFALGAR	STREET	PETERSHAM
186	603	305	TRAFALGAR	STREET	PETERSHAM
187	604	305	TRAFALGAR	STREET	PETERSHAM
188	605	305	TRAFALGAR	STREET	PETERSHAM
189	606	305	TRAFALGAR	STREET	PETERSHAM
190	607	305	TRAFALGAR	STREET	PETERSHAM
191	608	305	TRAFALGAR	STREET	PETERSHAM
192	701	305	TRAFALGAR	STREET	PETERSHAM
193	702	305	TRAFALGAR	STREET	PETERSHAM
194	703	305	TRAFALGAR	STREET	PETERSHAM
195	704	305	TRAFALGAR	STREET	PETERSHAM
196	705	305	TRAFALGAR	STREET	PETERSHAM
197	706	305	TRAFALGAR	STREET	PETERSHAM
198	707	305	TRAFALGAR	STREET	PETERSHAM
199	708	305	TRAFALGAR	STREET	PETERSHAM

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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 7 of 8 sheet(s)

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

Executed by: **PETERSHAM DEVELOPMENT SPV 1 PTY LTD, ACN 610 178 731**

In accordance with section 127 of the Corporations Act:

Name Daniel Fitzgerald

Authority SECRETARY

Name Barry Cotter

Authority DIRECTOR

Executed by **DEICORP PROJECTS PETERSHAM PTY LTD, ACN 602 239 789**

Mortgagee VIDE AP997793 & AP993523

In accordance with section 127 of the Corporations Act:

Name FOUAD DEIRI

Authority SOLE DIRECTOR/SECRETARY

Surveyor's Reference: 4440-18SP

Req:R779963 /Doc:SP 0100143 P /Rev:26-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Sc
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SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 8 of 8 sheet(s)

Office Use Only	Office Use Only
Registered: 13.4.2022	SP100143

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

Executed by **MCH AGENCY SERVICES PTY LTD, ACN 636 392 928**
Mortgagee VIDE AP997792 & AP993522
In accordance with section 127 of the Corporations Act:

Name ANDREW LOCKHART
Authority DIRECTOR

Name ANDREW TREMAIN
Authority DIRECTOR

Surveyor's Reference: 4440-18SP

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:1 of 18
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TRAFALGAR STREET

AUDLEY STREET

FISHER STREET

REGENT STREET

LANE (VARIABLE WIDTH)

M.G.A. SCIMS

RM DH&W FD 60° 35' 10" 4.165 (DP809479)

K as L ON K.L

RM DH&W FD 134° 43' 50" 3.04 (DP809479)

RM DH&W FD 167° 19' 2.99 (DP1253646)

RM DH&W FD 130° 09' 20" 20.67 (DP1253646)

(ALIGNED 3.05 - 12.19 - 3.05)

RM DH&W FD 146° 26' 20" 2.94 (DP1208130)

146° 32' 50" 2.915 (DP1253646)

RM DH&W FD 178° 57' 15" 18.6 (DP1208130)

179° 00' 18.575 (DP1253646)

RM DH&W FD 160° 25' 15" 3.015 (DP232716)

160° 42' 40" 2.995 (DP1253646)

RM DH&W FD 241° 22' 45" 9.635 & 209° 10' 21.51 (DP1253646)

DH&W'S FD (DP331025)

SP15765

RM GONE (DP1004198) RM GONE

FOW 14.945 (DP809479)

19.79 (BY SURVEY) 19.81 (DP809479)

No. 317 2 STOREY BRICK BUILDING 50Y/O+

No. 311 2 STOREY BRICK WAREHOUSE 50Y/O+

FOW (DP1208130)

(3.05 WIDE)

36.72

102.32

(56.75) 35' (7.035) (38.535)

(ALIGNED 3.66 - 12.8 - 3.66)

RM DH&WS FD (DP809479)

33.445 (BY SURVEY) 33.42 (DP809479)

DP809479

DP668052

DP1148280

1 & 2 STOREY BRICK BUILDING 30Y/O+

RM GONE (DP809479)

RM DH&W FD 333° 28' 20" 7.56 (DP1208130)

242° 27' 55" 27.77

RM BLD COR FD 63° 25' 55" 2.065 (DP440222) NOW GONE

RM DH&W FD 66° 16' 45" 26.99 (DP1253646)

RM DH&W FD 281° 20' 20" 15.38 (DP1253646)

103.6

(ALIGNED 3.05 - 12.19 - 3.05)

"SEE SHEET 3-13"

"SEE SHEET 2"

RM COR WALL FD 273° 00' 10" 3.04 (DP809479)

37° 55' 20" - 90.605

DP107805

SP651

DP88044

HIGH RISE BRICK BUILDING UNDER CONSTRUCTION

FOW (DP440676) (NOW GONE)

89° 05' 3.36 (DP1036484)

SSM103978 FD

INTS 15.845

K as L ON K.L (DP1004198)

COR-OCC (55.61) 74°

INT-COR 86.57

OCC'S (15.78) 50'

OCC-COR (15.18)

30+ y.o LOW BK WALL (0.125)

30+ y.o LOW BK WALL (0.43)

40Y/O+ BK WALL (0.02) (DP1023739)

'B'

(ALIGNED 2.54 - 10.16 - 2.54)

FACE OF BK WALL (DP1023739)

INT-CNR 58.695 (SURVEY) 58.680 (DP1036484)

DP312939

RM DH&W FD 164° 23' 2.445 (DP1036484)

RM DH&W FD 167° 32' 2.495 (DP1036484)

18.29

SEC.18 DP111207

SP69565 (DP1036484)

DP936576

37.0 (SURVEY) 37.01 (DP1036484)

DP186432

SSM103979 FD

RM DH&W FD 345° 43' 14.32 (DP1253646)

KB

K as L ON KERB LINE (DP1004198)

26.355 30"

221° 02' 4.985

DH&WS FD AT INT (DP 1023739)
BM RL: 37.405 (AHD)

RM DH&W FD 251° 21' 30" 17.1 (DP1253646)

285° 15' - 28.665 (DP1275262)

(16.48)

2° 34' 20" 15.22 (DP1004198)

187°

230° 45' - 1.8 (DP1036484)

'A'
SSM103977 FD

TOTAL AREA OF LOTS IN THE PLAN

LOT 1 : 8332m²

LOT 2 : 377m²

LOT 3 : 34016m²

LOT 4 : 5993m²

EASEMENTS OVER THE WHOLE OF LOTS 1-4

EASEMENT FOR SERVICES

EASEMENT FOR SUPPORT & SHELTER

EASEMENT FOR FUTURE SERVICES

EASEMENT FOR FUTURE ACCESS AND MAINTENANCE AND EMERGENCY EGRESS

EASEMENT FOR CONSTRUCTION PURPOSES

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

SHORT LINE TABLE		
	Bearing	Distance
1	123° 22' 00"	2.85
2	60° 35' 10"	3.8
3	75° 43' 30"	16.39
4	248° 37' 50"	9.51
5	164° 22' 40"	4.095
6	65° 39' 35"	15.18
7	345° 34' 15"	18.46
8	343° 59' 55"	22.02
9	242° 34' 05"	15.545
10	251° 48' 35"	15.015
11	253° 54' 35"	11.115
12	0° 50' 50"	12.19
13	0° 50' 50"	4.35

S.C.I.M.S. COMPARISONS			
SSM103977- -SSM103978	254° 53' 10"	118.876	(MGA GROUND)
	254° 53' 10"	118.883	(SURVEY)
SSM103978- -SSM103979	110° 02' 50"	111.671	(MGA GROUND)
	110° 02' 11"	111.678	(SURVEY)
SSM103979- -SSM103977	8° 06' 00"	69.974	(MGA GROUND)
	8° 05' 46"	69.957	(SURVEY)

HEIGHT SCHEDULE			
FROM	TO	HEIGHT Δ	METHOD
SSM103977	SSM103978	+0.029	TRIGONOMETRIC HEIGHTING
SSM103978	SSM103978	+6.849	TRIGONOMETRIC HEIGHTING
SSM103979	SSM103977	-6.878	TRIGONOMETRIC HEIGHTING
SSM103977	BM DHW	-0.456	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHD71			

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 103977	329442.106	6247923.820	B	--	SCIMS	FOUND
SSM 103978	329327.348	6247892.825	B	--	SCIMS	FOUND
SSM 103979	329432.247	6247854.548	B	--	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 17-01-21			MGA ZONE: 56		MGA DATUM: GDA2020	
COMBINED SCALE FACTOR: 0.999949						

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 103977	37.856	LB	--	SCIMS ADOPTED	FOUND
SSM 103978	37.885	LB	--	SCIMS - VALIDATION	FOUND
SSM 103979	44.734	LB	--	SCIMS - VALIDATION	FOUND
DATE OF SCIMS AHD VALUES: 17-01-21				HEIGHT DATUM: AHD71	

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 19-01-2021
SURVEYOR's REF: 4440-18DP3

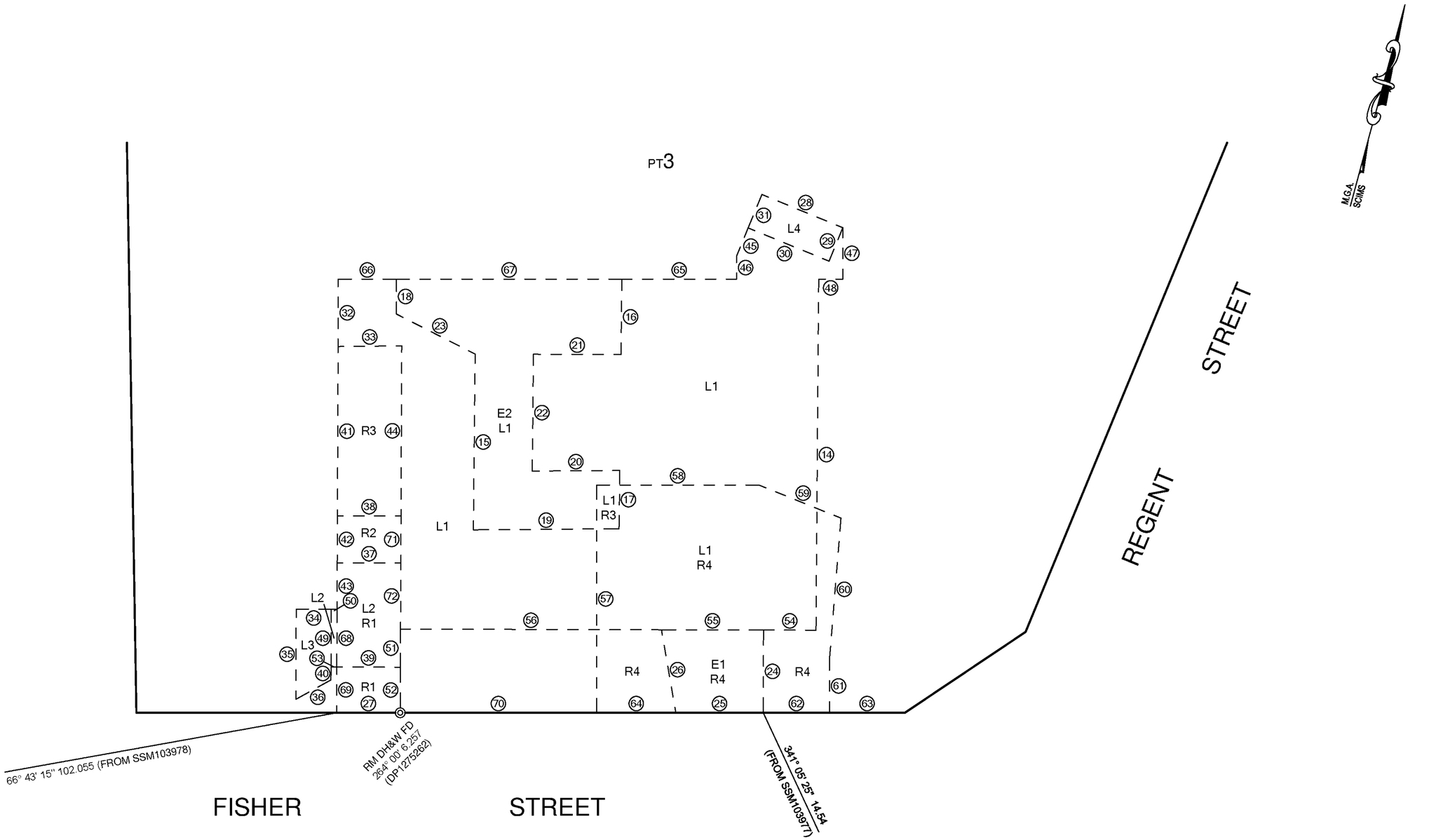
PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646

LGA: INNER WEST
LOCALITY: PETERSHAM
SUBDIVISION No: SC/2022/0006
Lengths are in metres. Reduction Ratio 1:300

REGISTERED: 14/03/2022

DP1256665

SHORT LINE TABLE		
	Bearing	Distance
14	165°16'40"	12.04
15	345°24'50"	6.03
16	165°29'10"	2.58
17	345°29'10"	2.0
18	344°50'30"	1.2
19	254°25'40"	4.995
20	254°25'40"	3.0
21	254°50'30"	3.005
22	165°24'50"	4.01
23	101°47'20"	3.025
24	344°59'30"	2.84
25	74°50'30"	3.0
26	155°01'40"	2.89
27	254°50'30"	2.18
28	97°09'10"	3.0
29	187°09'10"	1.24
30	277°09'10"	3.0
31	7°09'10"	1.24
32	164°50'40"	2.315
33	74°14'	2.18
34	75°04'30"	1.2
35	165°04'30"	3.09
36	46°02'30"	1.37
37	74°54'10"	2.18
38	74°54'10"	2.18
39	74°54'10"	2.18
40	345°04'30"	0.44
41	345°04'30"	5.805
42	345°04'30"	1.615
43	345°04'30"	1.59
44	165°04'30"	5.83
45	187°09'10"	1.05
46	164°50'30"	0.785
47	164°50'30"	1.765
48	254°50'30"	0.83
49	165°04'30"	1.985
50	75°04'30"	0.2
51	165°04'30"	1.305
52	165°04'30"	1.565
53	254°54'10"	0.2
54	254°59'30"	1.8
55	254°59'30"	3.5
56	254°59'30"	8.95
57	344°50'	7.81
58	74°50'20"	5.565
59	96°48'20"	3.035
60	169°30'	4.85
61	164°55'30"	1.84
62	74°50'30"	2.27
63	74°50'30"	2.585
64	254°50'30"	2.715
65	74°50'30"	3.93
66	74°50'30"	2.0
67	74°50'30"	7.73
68	165°04'30"	1.985
69	165°04'30"	1.565
70	254°50'30"	6.74
71	165°04'30"	1.615
72	165°04'30"	2.27



E1 DENOTES EASEMENT FOR ELECTRICITY PURPOSES, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:35.00 & IN HEIGHT TO RL:37.00 (VIDE AR432305)

E2 DENOTES EASEMENT FOR ELECTRICITY PURPOSES, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:26.00 & IN HEIGHT TO RL:32.20 (VIDE AR432305)

L1 DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:32.20 & IN HEIGHT TO RL:37.20 (VIDE AR432305)

L2 DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:37.20 (VIDE AR432305)

L3 DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:43.40 (VIDE AR432305)

L4 DENOTES LEASE AREA FOR SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:32.20 & IN HEIGHT TO RL:46.50 (VIDE AR432305)

R1 DENOTES RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:37.20 & IN HEIGHT TO RL:40.30 (VIDE AR432305)

R2 DENOTES RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:40.30 (VIDE AR432305)

R3 DENOTES RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:37.10 (VIDE AR432305)

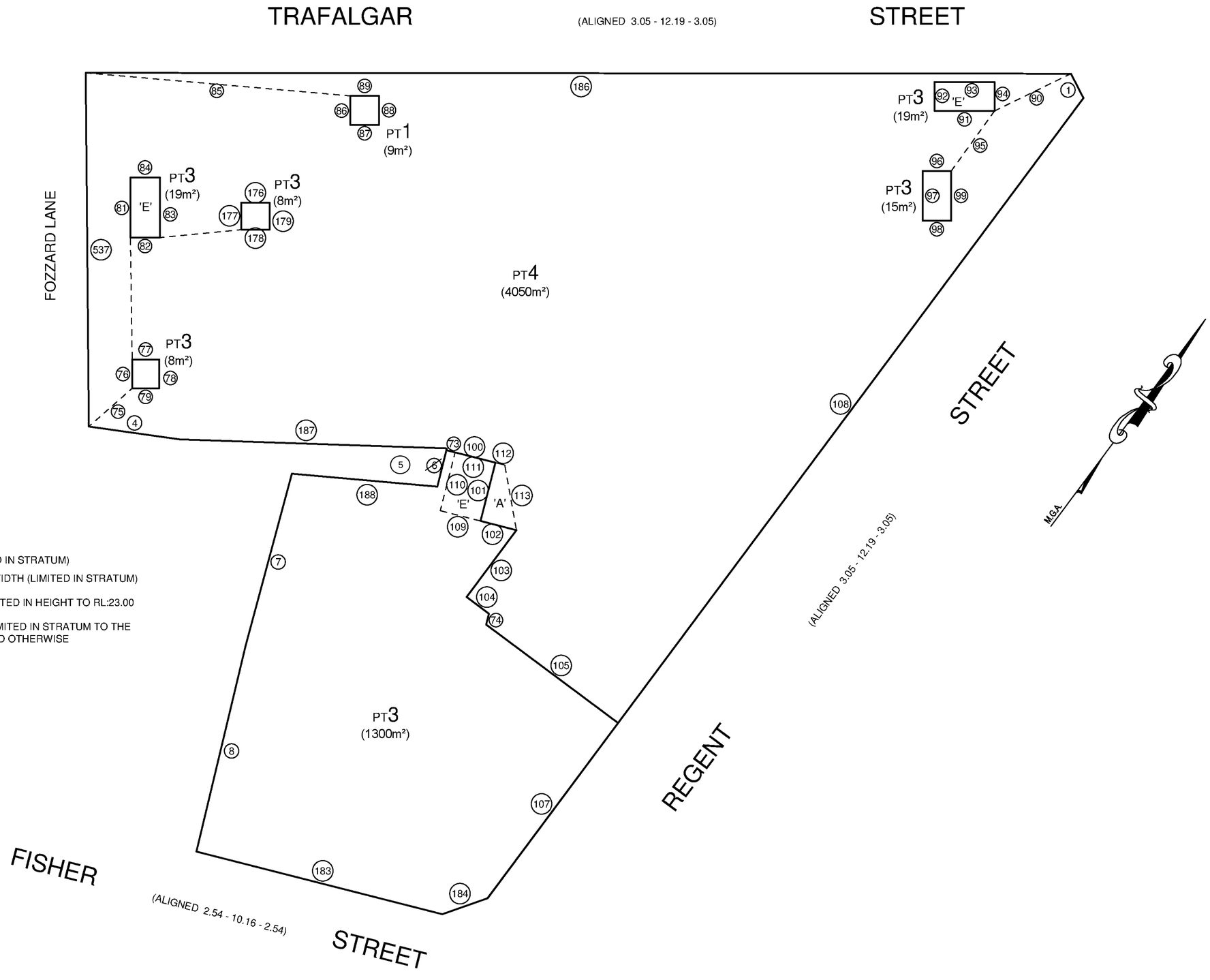
R4 DENOTES RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:37.20 & IN HEIGHT TO RL:43.40 (VIDE AR432305)

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:2 of 18
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BASEMENT 5 AND BELOW



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 9m²

LOT 2 : 0m²

LOT 3 : 1369m²

LOT 4 : 4050m²

'A' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)

ALL PART LOTS ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL:23.00

EASEMENTS SHOWN WITHIN BASEMENT 5 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 5 (ON THIS SHEET) UNLESS STATED OTHERWISE

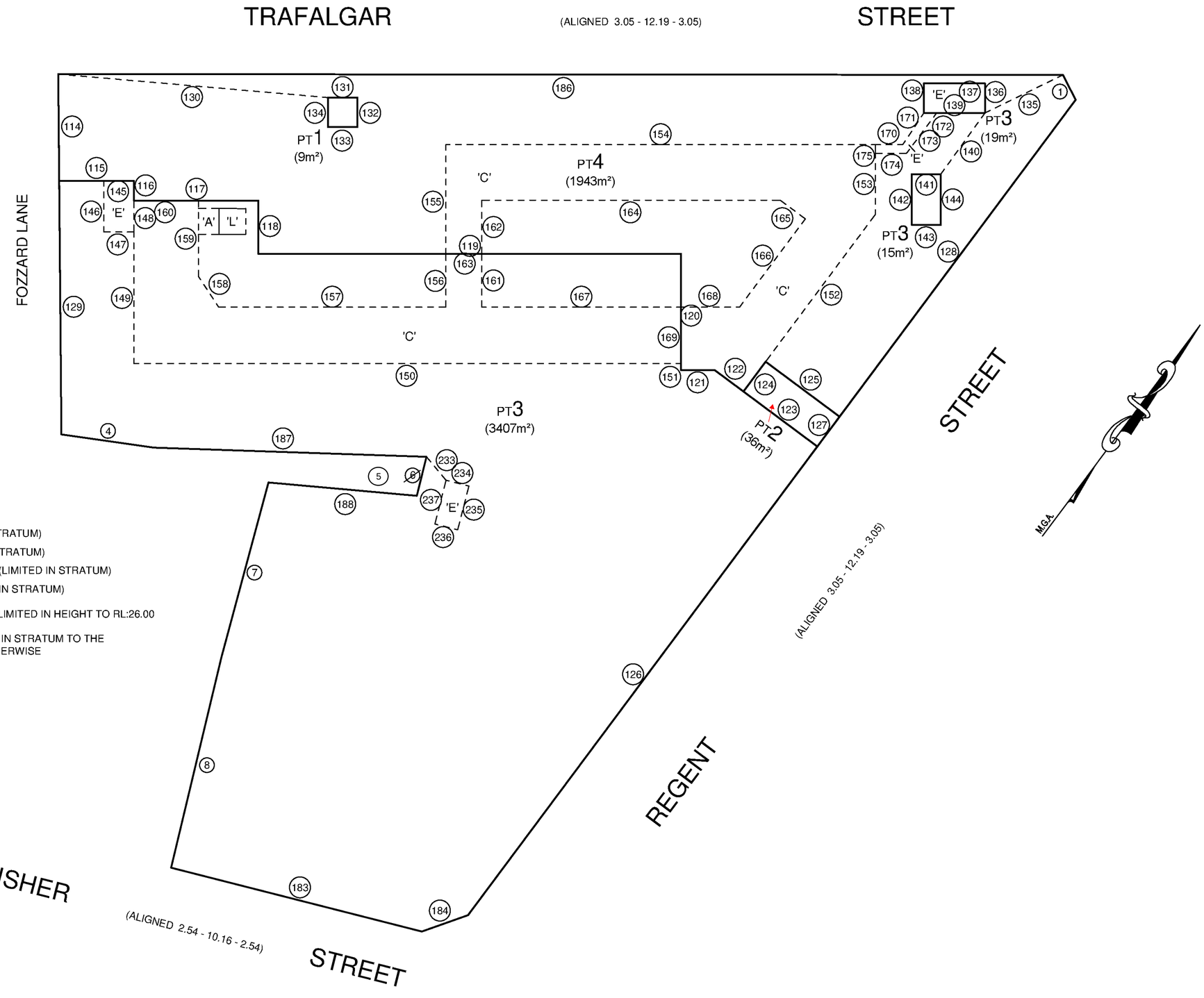
SEE SHEET 13 & 14 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:3 of 18
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BASEMENT 4



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 9m²

LOT 2 : 36m²

LOT 3 : 3441m²

LOT 4 : 1943m²

'A' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'L' DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL:23.00 AND LIMITED IN HEIGHT TO RL:26.00

EASEMENTS SHOWN WITHIN BASEMENT 4 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 4 (ON THIS SHEET) UNLESS STATED OTHERWISE

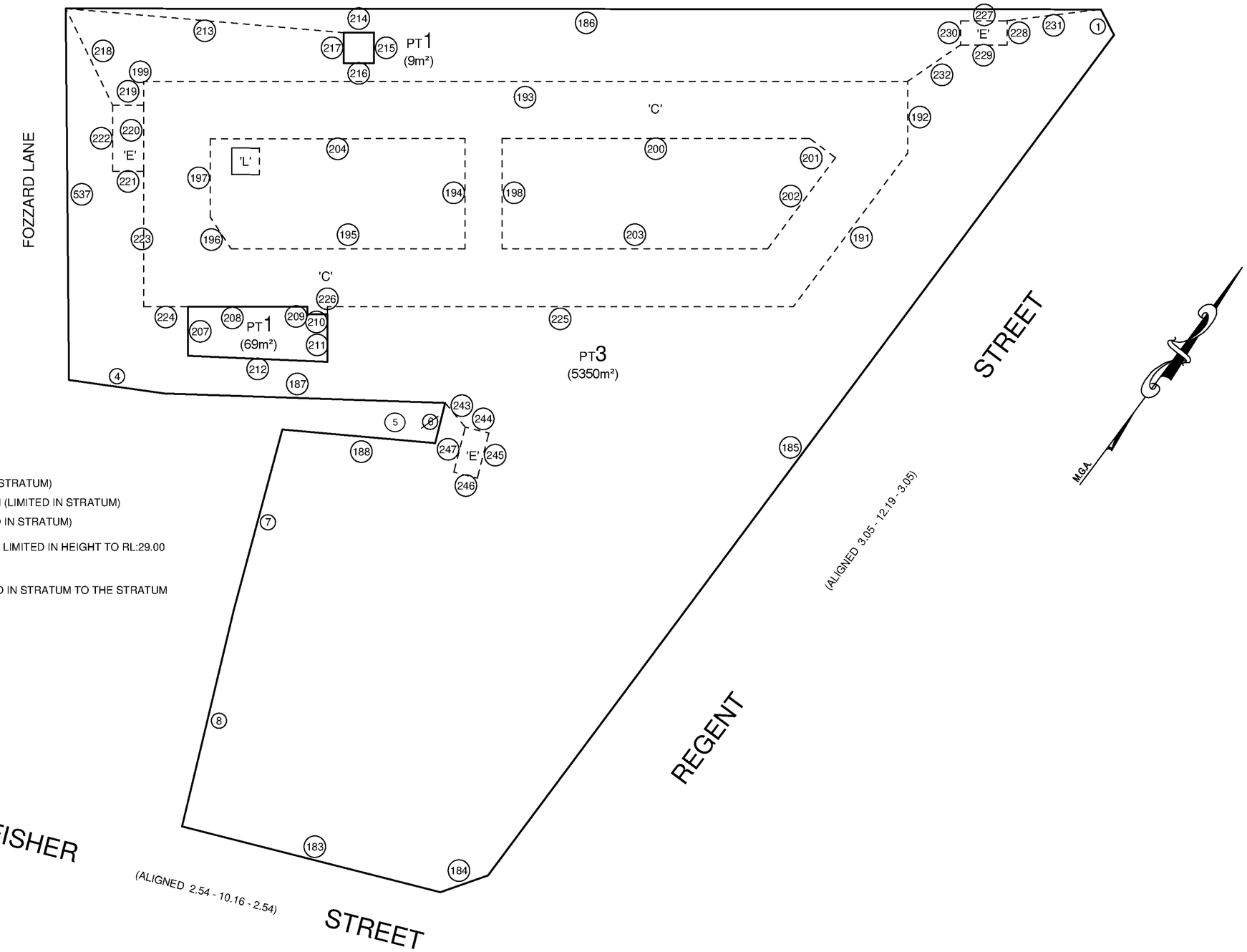
SEE SHEET 13 & 14 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:4 of 18
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BASEMENT 3



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 78m²

LOT 2 : 0m²

LOT 3 : 5330m²

LOT 4 : 0m²

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'L' DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL:26.00 AND LIMITED IN HEIGHT TO RL:29.00 UNLESS STATED OTHERWISE

EASEMENTS SHOWN WITHIN BASEMENT 3 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 3 (ON THIS SHEET) UNLESS STATED OTHERWISE

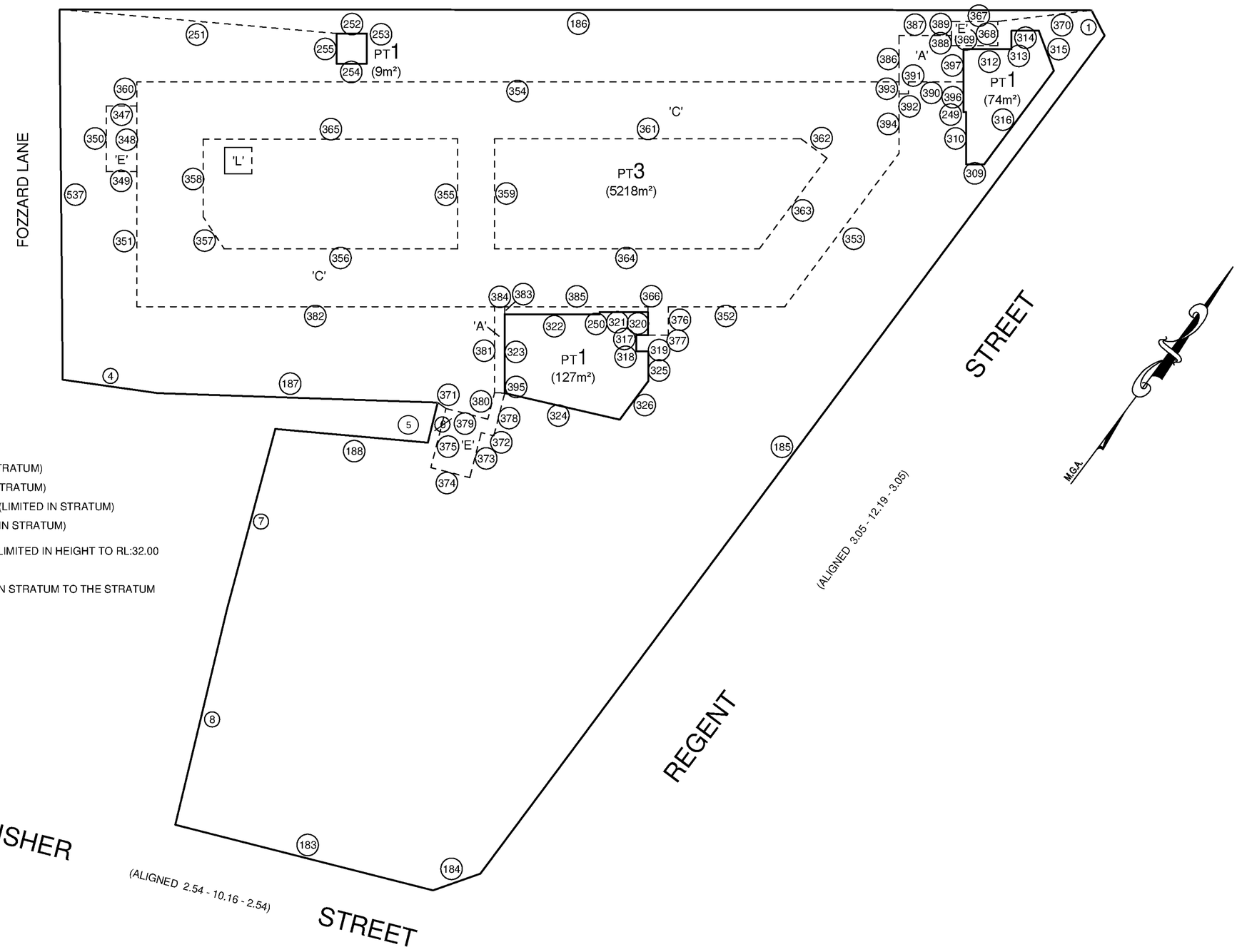
SEE SHEET 13 & 14 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:5 of 18
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BASEMENT 2



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 210m²

LOT 2 : 0m²

LOT 3 : 5218m²

LOT 4 : 0m²

'A' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'L' DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL:29.00 AND LIMITED IN HEIGHT TO RL:32.00 UNLESS STATED OTHERWISE

EASEMENTS SHOWN WITHIN BASEMENT (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT (ON THIS SHEET) UNLESS STATED OTHERWISE

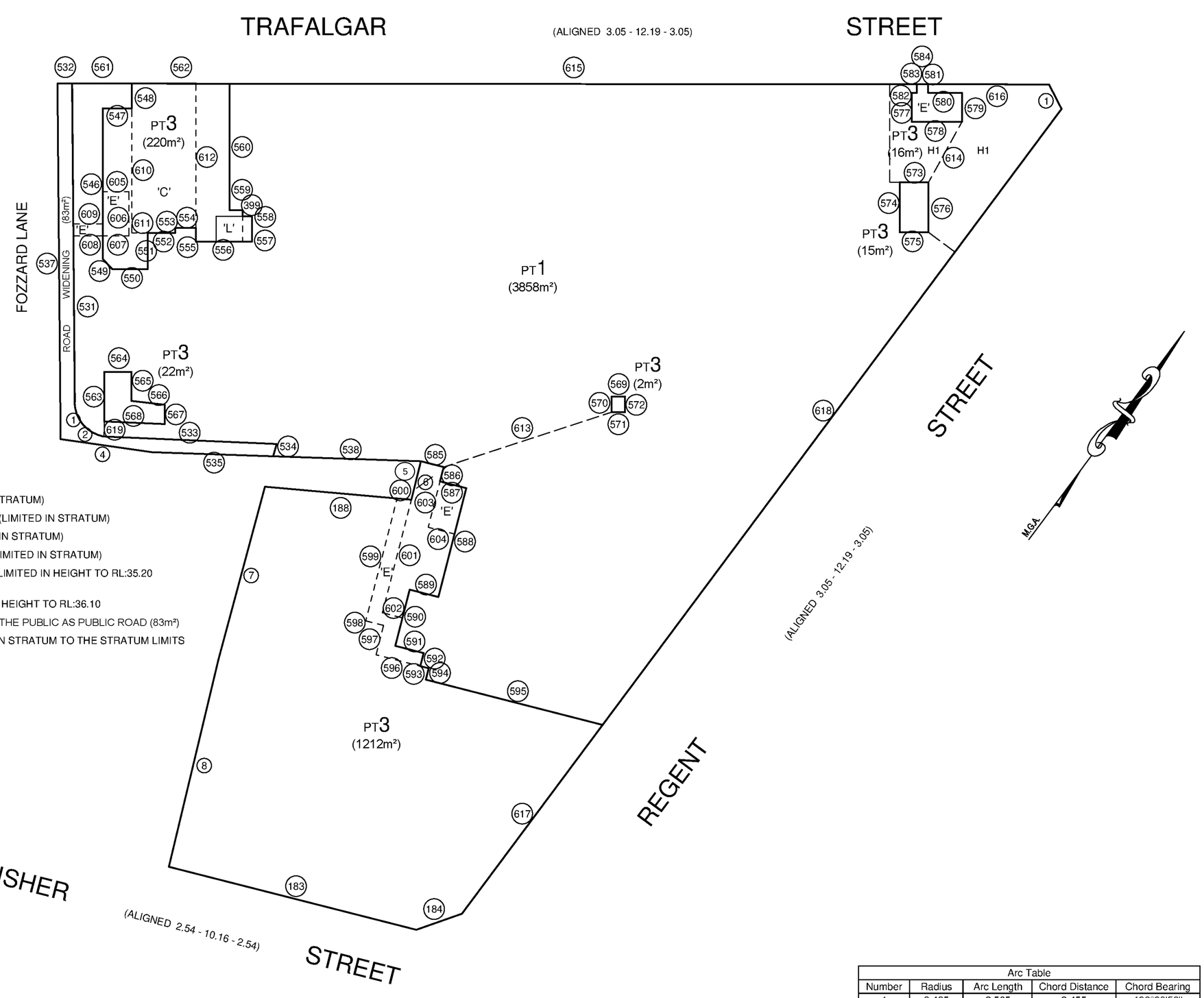
SEE SHEET 13 & 14 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:6 of 18
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GROUND



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 3858m²

LOT 2 : 0m²

LOT 3 : 1487m²

LOT 4 : 0m²

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATUM)

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'L' DENOTES EASEMENT FOR LIFT ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'PA' DENOTES EASEMENT FOR PUBLIC ACCESSWAY, VARIABLE WIDTH (LIMITED IN STRATUM)

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL:32.00 AND LIMITED IN HEIGHT TO RL:35.20 UNLESS STATED OTHERWISE

H1 DENOTES PART LOT LIMITED IN DEPTH TO RL:32.00 AND LIMITED IN HEIGHT TO RL:36.10

IT IS INTENDED TO DEDICATE THE AREA SHOWN AS ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD (83m²)

EASEMENTS SHOWN WITHIN BASEMENT (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEET 13 & 14 FOR SHORT LINE TABLE

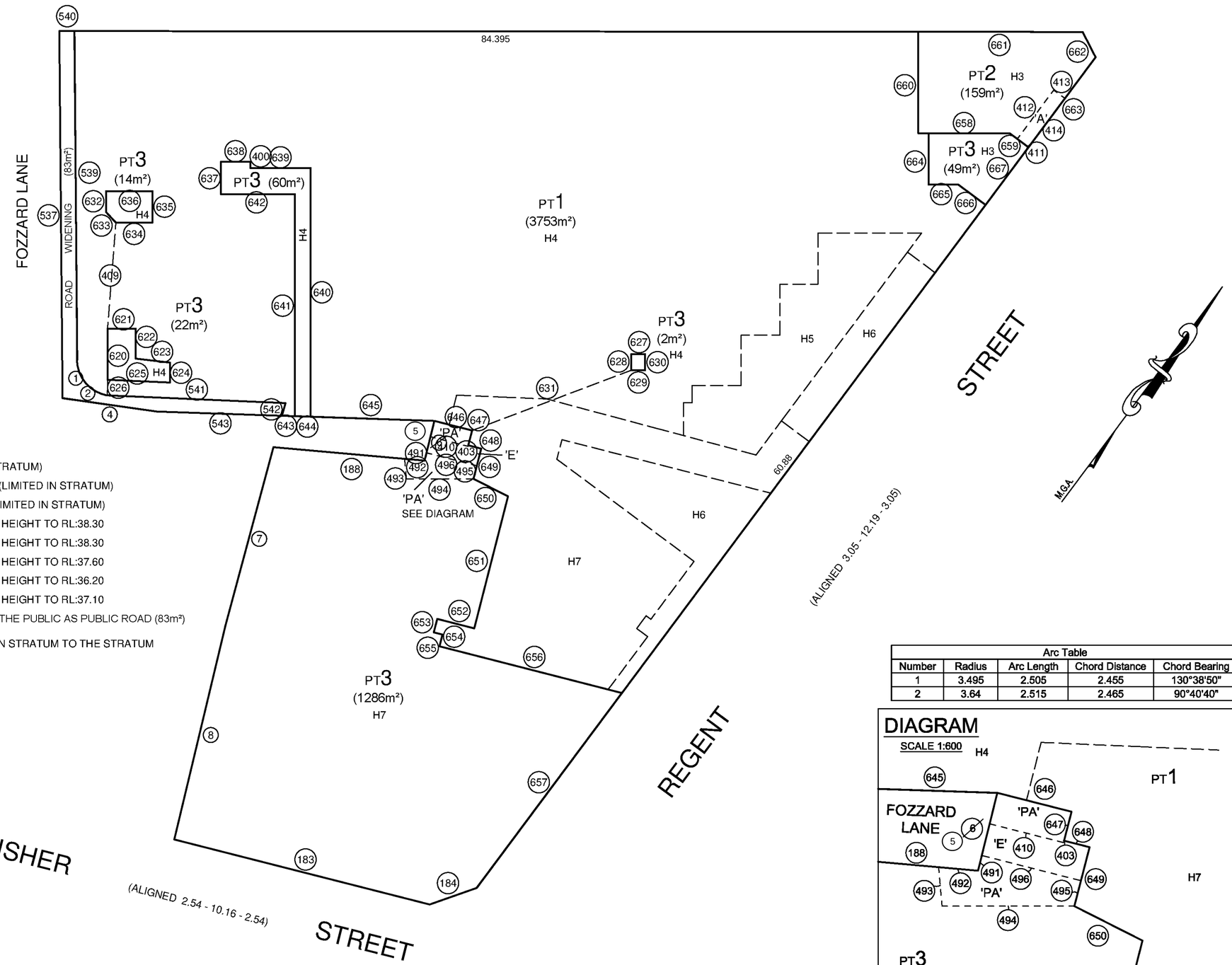
Arc Table				
Number	Radius	Arc Length	Chord Distance	Chord Bearing
1	3.495	2.505	2.455	130°38'50"
2	3.64	2.515	2.465	90°40'40"

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:7 of 18
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MEZZANINE



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 3753m²

LOT 2 : 159m²

LOT 3 : 1433m²

LOT 4 : 0m²

'A' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH (LIMITED IN STRATUM)

'PA' DENOTES EASEMENT FOR PUBLIC ACCESSWAY, VARIABLE WIDTH (LIMITED IN STRATUM)

H3 DENOTES PART LOT LIMITED IN DEPTH TO RL:36.10 AND LIMITED IN HEIGHT TO RL:38.30

H4 DENOTES PART LOT LIMITED IN DEPTH TO RL:35.20 AND LIMITED IN HEIGHT TO RL:38.30

H5 DENOTES PART LOT LIMITED IN DEPTH TO RL:35.20 AND LIMITED IN HEIGHT TO RL:37.60

H6 DENOTES PART LOT LIMITED IN DEPTH TO RL:35.20 AND LIMITED IN HEIGHT TO RL:36.20

H7 DENOTES PART LOT LIMITED IN DEPTH TO RL:35.20 AND LIMITED IN HEIGHT TO RL:37.10

IT IS INTENDED TO DEDICATE THE AREA SHOWN AS ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD (83m²)

EASEMENTS SHOWN WITHIN BASEMENT (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT (ON THIS SHEET) UNLESS STATED OTHERWISE

SEE SHEET 13 & 14 FOR SHORT LINE TABLE

Arc Table				
Number	Radius	Arc Length	Chord Distance	Chord Bearing
1	3.495	2.505	2.455	130°38'50"
2	3.64	2.515	2.465	90°40'40"

DIAGRAM

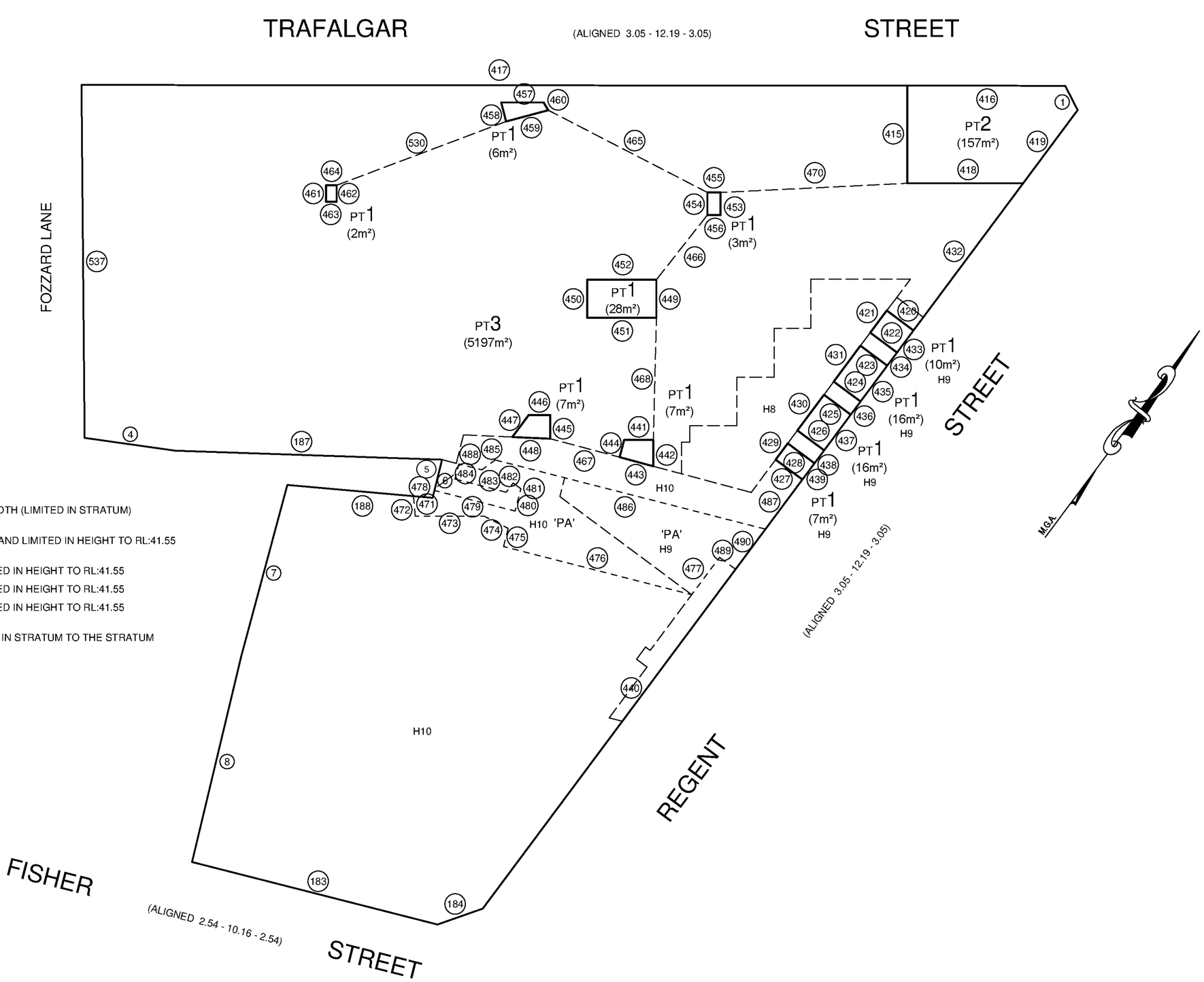
SCALE 1:600

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:8 of 18
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LEVEL 1



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 102m²

LOT 2 : 157m²

LOT 3 : 5197m²

LOT 4 : 0m²

'PA' DENOTES EASEMENT FOR PUBLIC ACCESSWAY, VARIABLE WIDTH (LIMITED IN STRATUM)

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL:38.30 AND LIMITED IN HEIGHT TO RL:41.55 UNLESS STATED OTHERWISE

H8 DENOTES PART LOT LIMITED IN DEPTH TO RL:37.60 AND LIMITED IN HEIGHT TO RL:41.55

H9 DENOTES PART LOT LIMITED IN DEPTH TO RL:36.20 AND LIMITED IN HEIGHT TO RL:41.55

H10 DENOTES PART LOT LIMITED IN DEPTH TO RL:37.10 AND LIMITED IN HEIGHT TO RL:41.55

EASEMENTS SHOWN WITHIN LEVEL 1 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 1 (ON THIS SHEET) UNLESS STATED OTHERWISE

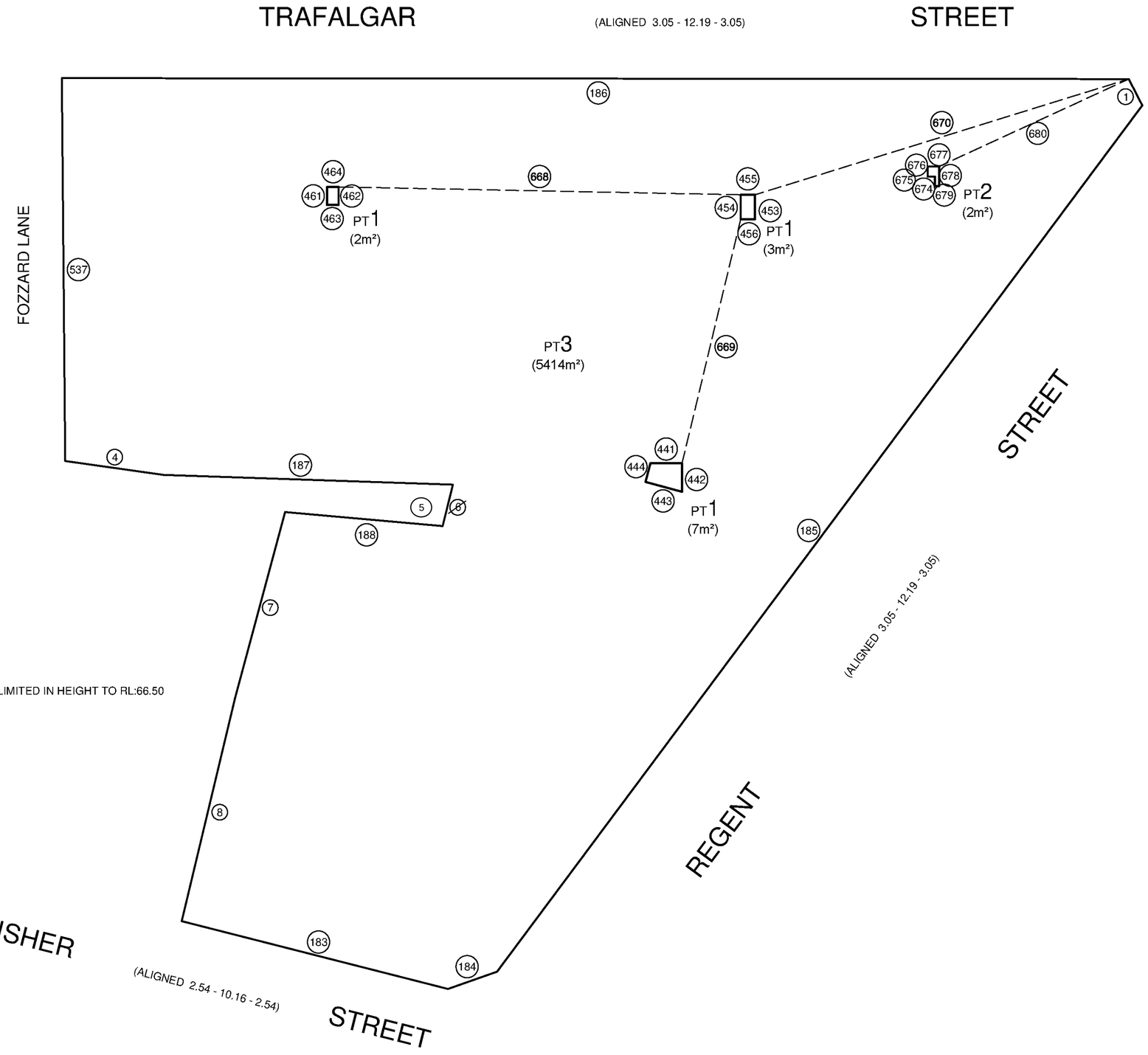
SEE SHEET 13 & 14 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:9 of 18
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LEVEL 2-9



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 12m²

LOT 2 : 2m²

LOT 3 : 5414m²

LOT 4 : 0m²

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL:41.55 AND LIMITED IN HEIGHT TO RL:66.50

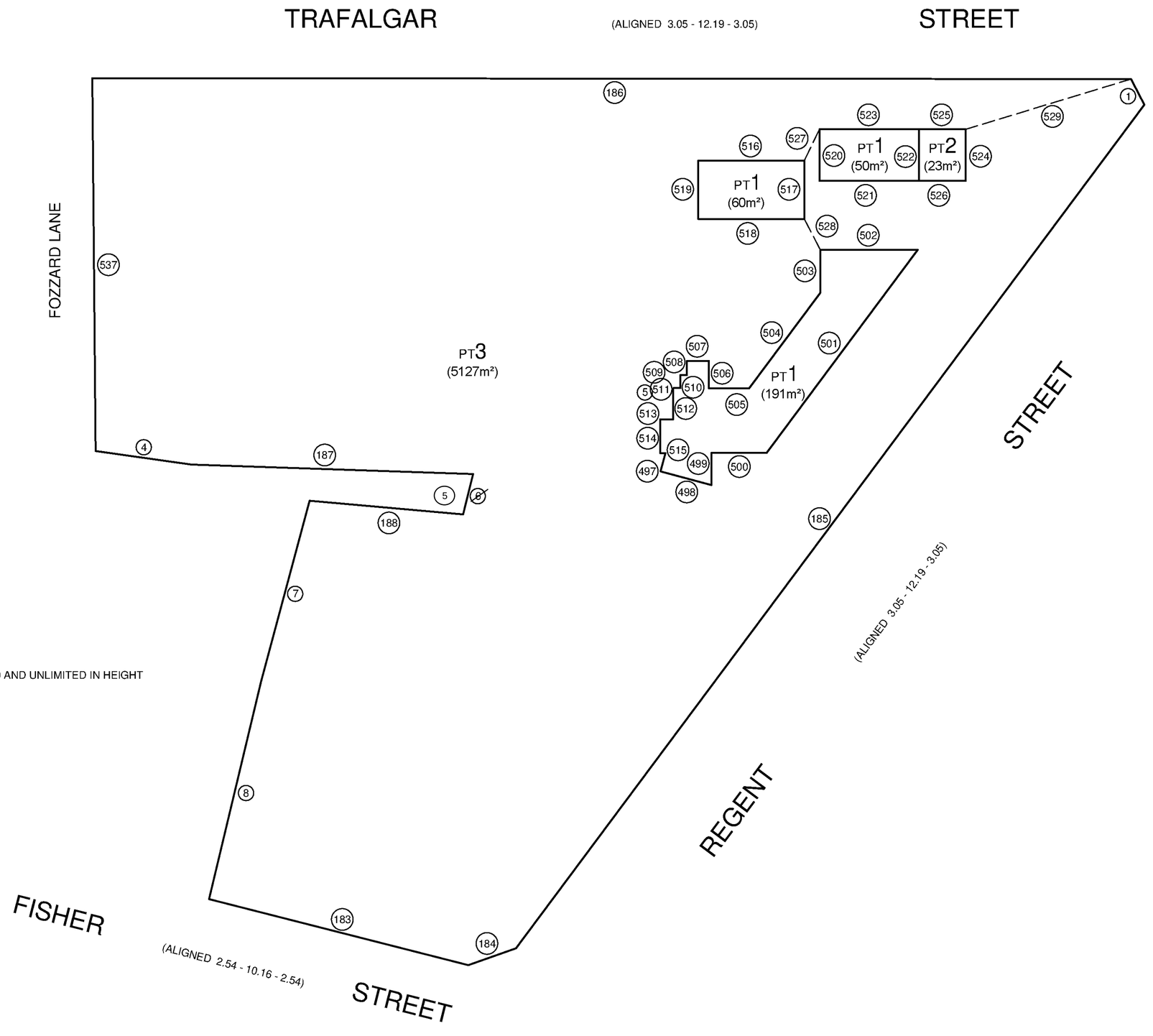
SEE SHEET 13 & 14 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:10 of 18
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LEVEL 10



TOTAL AREA OF LOTS ON THIS SHEET

LOT 1 : 301m²

LOT 2 : 23m²

LOT 3 : 5127m²

LOT 4 : 0m²

ALL PART LOTS ON THIS SHEET ARE LIMITED IN DEPTH TO RL:66.50 AND UNLIMITED IN HEIGHT

SEE SHEET 13 & 14 FOR SHORT LINE TABLE

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:11 of 18
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Number	Bearing	Distance	Description	Number	Bearing	Distance		Number	Bearing	Distance		Number	Bearing	Distance	
73	344°25'30"	0.19		141	240°35'10"	2.98		211	150°35'10"	4.71		358	330°35'10"	7.725	
74	164°57'	1.17		142	150°35'10"	5.17		212	63°02'30"	13.775		359	330°35'10"	10.9	
75	19°14'30"	5.99		143	60°35'10"	2.98		213	65°33'30"	27.57		360	330°35'10"	2.375	
76	330°35'10"			144	330°35'10"	5.17		214	60°35'10"	3.01		361	60°35'10"	30.4	
77	60°35'10"	2.81		145	240°35'10"	3.055		215	150°35'10"	3.01		362	97°16'10"	3.195	
78	150°35'10"			146	150°35'10"	5.22		216	240°35'10"	3.01		363	187°16'10"	11.215	
79	240°35'10"	2.81		147	60°35'10"	3.055		217	330°35'10"	3.01		364	60°35'10"	26.265	
81	150°35'10"	6.24		148	330°35'10"	3.2		218	124°43'50"	10.635		365	60°29'40"	25.215	
82	60°35'10"	3.055		149	150°35'10"	13.405		219	60°35'10"	3.055		366	150°35'10"	0.54	
83	330°35'10"	6.24		150	60°35'10"	55.745		220	150°35'10"	6.52		367	60°35'20"	4.6	
84	240°35'10"	3.055		151	150°35'10"	0.675		221	240°35'10"	3.055		368	150°35'10"	2.4	
85	65°33'30"	27.57		152	7°16'10"	18.71		222	330°35'10"	6.52		369	240°35'	4.6	
86	150°35'10"	3.01		153	150°35'10"	7.1		223	150°35'10"	13.405		370	53°42'10"	9.345	
87	60°35'10"	3.01		154	240°35'10"	43.74		224	60°35'10"	4.4		371	96°15'20"	1.015	
88	330°35'10"	3.01		155	150°35'10"	11.125		225	60°35'10"	46.05		372	254°57'	1.28	
89	240°35'10"	3.01		156	150°35'10"	5.425		226	150°35'10"	0.725		373	164°57'	4.6	
90	214°35'	8.825		157	240°35'10"	23.155		227	60°35'20"	4.6		374	254°57'	3.985	
91	240°35'10"	6.22		158	297°11'20"	3.75		228	150°35'10"	2.4		375	344°57'	6.05	
92	330°35'10"	3.01		159	330°35'10"	7.725		229	240°35'	4.6		376	150°35'10"	2.83	
93	60°35'10"	6.22		160	240°35'10"	6.575		230	330°35'10"	2.4		377	240°35'10"	2.0	
94	150°35'10"	3.01		161	330°35'10"	5.425		231	53°42'10"	9.345		378	344°57'	4.37	
95	186°22'20"	7.685		162	330°35'10"	5.475		232	26°05'	6.335		379	74°57'	4.28	
96	240°35'10"	2.98		163	240°35'10"	3.64		233	110°40'	3.115		380	344°57'	2.725	
97	150°35'10"	5.17		164	60°35'10"	30.4		234	74°57'	2.4		381	330°35'10"	8.515	
98	60°35'10"	2.98		165	97°16'10"	3.195		235	164°57'	4.6		382	60°35'10"	35.455	
99	330°35'10"	5.17		166	187°16'10"	11.215		236	254°57'	2.4		383	330°35'10"	0.75	
100	74°57'	5.26		167	60°35'10"	20.31		237	344°57'	4.6		384	60°35'10"	1.0	
101	164°57'	6.25		168	60°35'10"	5.955		243	110°40'	3.115		385	60°35'10"	14.21	
102	74°57'	3.845		169	330°35'10"	5.75		244	74°57'	2.4		386	330°35'10"	4.6	
103	187°16'30"	8.66		170	60°35'10"	2.79		245	164°57'	4.6		387	60°35'10"	5.22	
104	97°16'10"	2.9		171	4°14'40"	3.89		246	254°57'	2.4		388	330°35'10"	1.015	
105	97°16'10"	17.08		172	60°35'10"	1.3		247	344°57'	4.6		389	330°35'10"	1.385	
106	164°25'30"	3.905		173	187°18'40"	5.16		249	240°35'10"	0.28		390	60°35'10"	5.44	
107	7°16'20"	22.695		174	60°35'10"	3.155		250	150°35'10"	0.21		391	150°35'10"	1.2	
108	7°16'20"	80.91		175	330°35'10"	0.9		251	65°33'30"	27.57		392	240°35'10"	0.95	
109	254°56'50"	4.32		176	240°35'10"	2.95		252	60°35'10"	3.01		393	150°35'10"	1.2	
110	344°57'	6.25		177	150°35'10"	2.8		253	150°35'10"	3.01		394	150°35'10"	5.9	
111	74°57'	4.32		178	60°35'10"	2.95		254	240°35'10"	3.01		395	63°39'50"	1.0	
112	74°57'	1.0		179	330°35'10"	2.8		255	330°35'10"	3.01		396	330°35'10"	3.0	
113	140°27'40"	6.87		180	240°35'10"	8.45		309	240°35'10"	1.785		397	330°35'10"	3.235	
114	150°05'	10.87		181	330°35'10"	2.02		310	330°35'10"	5.17		399	330°35'30"	0.615	
115	60°35'10"	7.595		182	330°35'10"	0.595		312	60°35'10"	4.775		400	150°35'30"	0.615	
116	150°35'10"	2.02		183	254°53'20"	26.355		313	330°35'10"	1.83		403	344°57'	0.1	
117	60°35'10"	12.675		184	41°04'50"	4.985		314	60°35'10"	2.7		409	335°03'50"	10.63	
118	150°35'10"	5.43		185	187°16'20"	103.605		315	130°01'40"	4.245		410	74°57'	3.88	
119	60°35'10"	43.065		186	60°38'05"	102.32		316	187°16'50"	11.55		411	277°16'10"	1.4	
120	150°35'10"	11.85		187	62°30'50"	27.77		317	240°35'10"	1.16		412	7°16'20"	6.1	
121	60°35'10"	3.44		188	65°42'30"	15.175		318	150°35'10"	1.6		413	97°16'20"	1.4	
122	97°16'10"	3.625		189	350°05'20"	4.765		319	60°35'10"	1.175		414	187°16'20"	6.1	
123	97°16'10"	9.385		191	7°16'10"	18.955		320	330°35'10"	2.29		415	150°35'10"	10.16	
124	7°16'10"	3.79		192	150°35'10"	7.1		321	240°35'10"	4.8		416	60°38'	16.43	
125	97°16'10"	9.385		193	240°35'10"	75.53		322	240°35'10"	9.41		417	240°38'	85.89	
126	7°16'20"	59.56		194	150°35'10"	10.895		323	150°35'10"	7.82		418	60°35'10"	12.065	
127	7°16'20"	3.79		195	240°35'10"	23.155		324	73°34'	11.695		419	187°16'20"	9.49	
128	7°16'20"	40.255		196	297°11'20"	3.75		325	150°35'10"	2.96		420	97°16'20"	3.47	
129	150°05'	25.85		197	330°35'10"	7.725		326	187°13'30"	4.745		421	187°16'20"	2.87	
130	65°33'30"	27.57		198	330°35'10"	10.9		347	60°35'10"	3.055		422	97°16'20"	3.47	
131	60°35'10"	3.01		199	330°35'10"	2.375		348	150°35'10"	6.52		423	97°16'20"	3.47	
132	150°35'10"	3.01		200	60°35'10"	30.4		349	240°35'10"	3.055		424	97°16'20"	3.47	
133	240°35'10"	3.01		201	97°16'10"	3.195		350	330°35'10"	6.52		425	97°16'20"	3.47	
134	330°35'10"	3.01		202	187°16'10"	11.215		351	150°35'10"	13.405		426	97°16'20"	3.47	
135	214°35'	8.825		203	60°35'10"	26.265		352	60°35'10"	11.545		427	97°16'20"	3.47	
136	330°35'10"	3.01		204	60°29'40"	25.215		353	7°16'10"	18.955		428	97°16'20"	3.47	
137	240°35'10"	6.22		207	330°35'10"	4.845		354	240°35'10"	75.53		429	7°16'20"	2.11	
138	150°35'10"	3.01		208	60°35'10"	11.8		355	150°35'10"	10.895		430	7°16'20"	4.635	
139	60°35'10"	6.22		209	150°35'10"	0.725		356	240°35'10"	23.155		431	7°16'20"	4.65	
140	186°22'20"	7.685		210	60°35'10"	1.96		357	297°11'20"	3.75		432	187°16'20"	19.1	

SURVEYOR: JOHN WALTON DATE OF SURVEY: 19-01-2021 SURVEYOR's REF: 4440-18DP3	PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM SUBDIVISION No: SC/2022/0006 Lengths are in metres. Reduction Ratio 1:300	REGISTERED: 14/03/2022	DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:12 of 18
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Number	Bearing	Distance		Number	Bearing	Distance		Number	Bearing	Distance		Number	Bearing	Distance	
433	187°16'20"	2.87		500	60°34'50"	5.435		567	150°35'10"	2.0		634	60°35'10"	3.66	
434	187°16'20"	1.7		501	7°15'10"	24.945		568	243°04'30"	6.26		635	330°35'10"	3.15	
435	187°16'20"	4.65		502	240°38'	9.61		569	240°35'10"	1.38		636	240°35'10"	4.64	
436	187°16'20"	1.705		503	150°35'20"	4.27		570	150°35'10"	1.6		637	330°35'20"	3.225	
437	187°16'20"	4.635		504	187°16'20"	11.73		571	60°35'10"	1.38		638	60°35'10"	2.95	
438	187°16'20"	1.68		505	240°35'10"	3.97		572	330°35'10"	1.6		639	60°35'10"	6.04	
439	187°16'20"	2.11		506	330°35'10"	2.725		573	240°35'10"	2.98		640	150°35'10"	24.88	
440	187°16'20"	55.665		507	240°35'10"	2.145		574	150°35'10"	5.17		641	330°35'10"	22.215	
441	60°35'10"	3.025		508	150°35'10"	1.4		575	60°35'10"	2.98		642	60°35'10"	7.405	
442	150°35'10"	2.74		509	240°35'10"	0.65		576	330°35'10"	5.17		643	62°30'50"	1.29	
443	255°35'10"	3.63		510	150°35'10"	1.285		577	150°35'10"	3.01		644	62°30'50"	1.585	
444	165°35'10"	1.865		511	240°35'10"	0.7		578	60°35'10"	5.175		645	62°30'50"	12.375	
445	150°35'10"	2.465		512	150°35'10"	3.075		579	330°35'10"	3.01		646	74°57'	3.89	
446	60°35'10"	2.23		513	240°35'10"	1.3		580	240°35'10"	3.495		647	164°57'	1.53	
447	187°16'10"	2.855		514	150°35'10"	3.335		581	330°35'10"	0.87		648	74°57'	1.335	
448	63°04'30"	3.935		515	60°35'10"	0.525		582	60°35'10"	0.53		649	164°57'	3.115	
449	150°35'10"	3.955		516	60°35'10"	10.46		583	330°35'10"	0.87		650	87°35'10"	3.88	
450	150°35'10"	3.955		517	150°35'10"	5.74		584	60°38'	1.15		651	164°57'	13.63	
451	60°35'10"	7.2		518	240°35'10"	10.46		585	74°57'	2.43		652	254°56'40"	3.82	
452	60°35'10"	7.2		519	150°35'10"	5.74		586	164°57'	1.53		653	164°57'	1.38	
453	150°35'10"	2.34		520	330°35'10"	5.08		587	74°57'	2.8		654	74°57'	0.9	
454	150°35'10"	2.34		521	60°35'10"	9.8		588	164°57'	11.595		655	164°57'	1.21	
455	60°35'10"	1.375		522	330°35'10"	5.08		589	254°57'	3.06		656	74°57'	18.825	
456	240°35'10"	1.375		523	240°35'10"	9.8		590	164°56'50"	6.0		657	187°16'20"	24.31	
457	60°35'10"	4.4		524	330°35'10"	5.08		591	74°56'40"	3.025		658	240°35'10"	9.145	
458	136°29'20"	2.05		525	60°35'10"	4.615		592	164°57'	1.38		659	97°16'10"	2.335	
459	45°35'10"	4.54		526	240°35'10"	4.615		593	74°57'	0.9		660	150°35'10"	10.165	
460	299°50'50"	0.945		527	356°19'	3.425		594	164°57'	1.21		661	60°38'	16.425	
461	150°35'10"	1.72		528	123°17'30"	3.41		595	74°57'	18.825		662	123°24'50"	2.85	
462	150°35'10"	1.72		529	43°40'40"	17.02		596	254°56'40"	4.715		663	187°16'20"	11.235	
463	240°35'10"	1.11		530	219°57'40"	18.83		597	344°57'	3.13		664	150°35'10"	5.125	
464	240°35'10"	1.11		531	330°05'	32.89		598	254°42'20"	1.9		665	60°35'10"	2.98	
465	87°55'20"	18.64		532	60°38'	1.5		599	344°57'	13.05		666	97°16'10"	3.4	
466	8°46'	8.575		533	63°04'30"	17.825		600	65°42'50"	1.48		667	7°16'20"	7.185	
467	255°32'30"	7.48		534	166°04'30"	1.315		601	164°57'	12.04		668	61°42'10"	38.57	
468	332°02'20"	12.715		535	242°30'50"	12.52		602	74°57'	2.13		669	162°54'20"	26.355	
469	69°45'10"	12.885		536	260°37'	15.405		603	164°57'	4.89		670	43°22'20"	37.52	
470	57°45'40"	19.435		537	330°05'	36.72		604	74°57'	2.8		671	60°35'10"	2.375	
471	245°42'30"	2.0		538	62°30'50"	15.25		605	60°35'10"	2.71		672	240°35'10"	2.375	
472	145°39'	2.085		539	330°05'	32.89		606	150°35'10"	4.57		673	150°35'10"	4.55	
473	60°35'10"	7.17		540	60°38'	1.5		607	240°35'10"	2.71		674	330°35'10"	0.915	
474	87°35'10"	2.81		541	63°04'30"	17.825		608	240°35'10"	3.035		675	240°35'10"	0.685	
475	164°56'30"	1.95		542	166°04'30"	1.315		609	60°35'10"	3.045		676	330°35'10"	0.97	
476	74°57'	20.2		543	242°30'50"	12.52		610	150°35'10"	12.855		677	60°35'10"	1.1	
477	7°16'10"	4.85		544	241°32'	11.325		611	60°35'10"	1.64		678	150°35'10"	1.885	
478	344°25'30"	0.8		545	249°55'20"	13.85		612	330°35'10"	14.89		679	240°35'10"	0.42	
479	74°57'	8.66		546	150°35'10"	15.545		613	42°28'30"	18.25		680	215°49'30"	20.02	
480	344°57'	2.4		547	60°35'10"	3.0		614	359°31'50"	7.125					
481	277°16'10"	1.0		548	330°35'10"	2.555		615	60°38'	70.925					
482	187°16'10"	1.195		549	107°51'50"	1.44		616	60°38'	12.475					
483	254°57'	5.51		550	60°35'10"	3.66		617	7°16'20"	24.31					
484	344°57'	1.62		551	330°35'10"	3.75		618	7°16'20"	79.295					
485	23°48'40"	1.725		552	60°35'10"	2.86		619	331°16'20"	1.55					
486	74°57'	29.025		553	330°35'10"	0.51		620	330°35'10"	5.125					
487	7°16'20"	6.43		554	60°35'10"	2.1		621	60°35'10"	2.81					
488	74°56'40"	2.475		555	150°35'10"	1.405		622	150°35'10"	3.0					
489	97°16'20"	2.08		556	60°35'10"	5.81		623	67°08'40"	3.465					
490	7°18'50"	5.205		557	330°35'10"	2.61		624	150°35'10"	2.0					
491	164°24'10"	0.8		558	240°35'10"	0.985		625	243°04'30"	6.26					
492	245°42'30"	2.0		559	240°35'10"	1.32		626	331°16'20"	1.55					
493	145°39'	2.005		560	330°35'10"	13.07		627	240°35'10"	1.38					
494	60°35'10"	6.71		561	60°38'	6.17		628	150°35'10"	1.6					
495	344°57'	1.345		562	60°38'	10.1		629	60°35'10"	1.38					
496	254°57'	5.2		563	330°35'10"	5.125		630	330°35'10"	1.6					
497	165°35'10"	1.865		564	60°35'10"	2.81		631	39°49'50"	17.035					
498	75°35'10"	5.18		565	150°35'10"	3.0		632	150°35'10"	2.09					
499	330°35'10"	3.17		566	67°08'40"	3.465		633	107°51'50"	1.44					

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 19-01-2021
SURVEYOR's REF: 4440-18DP3

PLAN OF: BUILDING STRATUM SUBDIVISION OF LOT 1 IN DP1253646

LGA: INNER WEST
LOCALITY: PETERSHAM
SUBDIVISION No: SC/2022/0006
Lengths are in metres. Reduction Ratio 1:300

REGISTERED: 14/03/2022

DP1256665

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

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:13 of 18
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Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6 (2020)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)

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Registered: 14/03/2022

Title System: TORRENS

Office Use Only

DP1256665

PLAN OF **Building Stratum Subdivision of Lot 1 in DP1253646**

LGA: **INNER WEST**

Locality: **PERTERSHAM**

Parish: **PETERSHAM**

County: **CUMBERLAND**

Survey Certificate

I,.....**JOHN WALTON**.....

Of....**DAW & WALTON PTY LTD**.....

.....**PO Box 3222, REDFERN NSW 2016**.....

.....**survey@daw-walton.com.au**.....

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 ...19-01-21..., 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: ...'A'--'B' .....

Type: *~~Urban~~/*~~Rural~~

~~The terrain is *Level-Undulating / *Steep-Mountainous.~~

Signature: ..... Dated: 30-09-2021

Surveyor Identification No: ...8480

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, Kerry Hunt .....

Authorised Person/~~General Manager/*Accredited Certifier~~, certify that the provisions of s.6.15 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: .....

Registration number: .....

Consent Authority: Inner West Council

Date of endorsement: 14 February 2022

Subdivision Certificate number: SC/2022/0006

File number: DA201800173

* the document was signed as an original & witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP88044	DP107605	DP232716
DP331025	DP440222	DP440676
DP448280	DP809479	DP1004198
DP1023739	DP1036484	DP1208130

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE THE AREA SHOWN AS ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD

Surveyor's Reference: 4440-18DP3

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only

Registered: 14/03/2022

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PLAN OF Building Stratum Subdivision of Lot 1 in DP1253646

Subdivision Certificate number: SC/2022/0006

Date of Endorsement: 14 February 2022

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.

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality
1	--	301	TRAFALGAR	STREET	PETERSHAM
2	--	291	TRAFALGAR	STREET	PETERSHAM
3	--	305	TRAFALGAR	STREET	PETERSHAM
4	--	303	TRAFALGAR	STREET	PETERSHAM

Pursuant to section 88B of the Conveyancing Act 1919, as amended,

It is intended to create:

1. Easement for Services (Whole of Lot)
2. Easement for Support & Shelter (Whole of Lot)
3. Easement for Access, Variable Width (Limited in Stratum)
4. Right of Carriageway, Variable Width (Limited in Stratum)
5. Easement for Emergency Egress, Variable Width (Limited in Stratum)
6. Easement for Lift Access, Variable Width (Limited in Stratum)
7. Easement for Future Services (Whole of Lot)
8. Easement for Future Access and Maintenance and Emergency Egress (Whole of Lot)
9. Positive Covenant
10. Restriction on the Use of Land
11. Easement for Construction Purposes (Whole of Lot)
12. Easement for Public Accessway, Variable Width (Limited in Stratum)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4440-18DP3

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only

Registered: 14/03/2022

Office Use Only

DP1256665

PLAN OF Building Stratum Subdivision of Lot 1 in DP1253646

Subdivision Certificate number: SC/2022/0006

Date of Endorsement: 14 February 2022

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.

Executed by: **PETERSHAM DEVELOPMENT SPV 1 PTY LTD, ACN 610 178 731**

In accordance with section 127 of the Corporations Act:

Name: Barry Cottel
Authority: DIRECTOR

Name: Daniel Fitzgerald
Authority: Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4440-18DP3

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only

Registered: 14/03/2022

Office Use Only

DP1256665

PLAN OF Building Stratum Subdivision of Lot 1 in DP1253646

Subdivision Certificate number: SC/2022/0006

Date of Endorsement: 14 February 2022

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.

Executed by **DEICORP PROJECTS PETERSHAM PTY LTD, ACN 602 239 789**

Mortgagee VIDE AP997793 & AP993523

In accordance with section 127 of the Corporations Act:

Name.....FOUAD DEIRI.....

Authority...SOLE DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4440-18DP3

Req:R779958 /Doc:DP 1256665 P /Rev:12-Apr-2022 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 5 of 5 sheet(s)

Office Use Only

Registered: 14/03/2022

Office Use Only

DP1256665

PLAN OF Building Stratum Subdivision of Lot 1 in DP1253646

Subdivision Certificate number: SC/2022/0006

Date of Endorsement: 14 February 2022

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.

Executed by **MCH AGENCY SERVICES PTY LTD, ACN 636 392 928**

Mortgagee VIDE AP997792 & AP993522

In accordance with section 127 of the Corporations Act:

Name: JUSTIN HYNES

Authority: MANAGING PARTNER

Name: GRAHAM MCMURRAY

Authority: MANAGING PARTNER

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4440-18DP3

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:1 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Full name and address of the proprietor of the land: **PETERSHAM DEVELOPMENT SPV 1 PTY LTD, ACN 610 178 731, Level 4, 161 Redfern Street, Redfern NSW 2016**

Part 1 (Creation)

Number of item shown in the intention panel on this plan	Identity of easement, 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 for Services (Whole of Lot)	All Lots	Every Other Lot
2.	Easement for Support & Shelter (Whole of Lot)	All Lots	Every Other Lot
3.	Easement for Access, Variable Width (Limited in Stratum)	Lots 2,3,4	Every Other Lot
4.	Right of Carriageway, Variable Width (Limited in Stratum)	Lot 3 Lot 4	Lot(s) 1, 2 & 4 Lot 3
5.	Easement for Emergency Egress, Variable Width (Limited in Stratum)	Lot 1 Lot 3 Lot 4	Lot(s) 2, 3 & 4 Lot(s) 1, 2 & 4 Lot(s) 3
6.	Easement for Lift Access, Variable Width (Limited in Stratum)	Lot 3	Lot 2
7.	Easement for Future Services (Whole of Lot)	All Lots	Every Other Lot

Proprietor(s):.....

Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:2 of 26
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Instrument setting out terms 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:
DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Part 1 (Creation)

(Continued)

Number of item shown in the intention panel on this plan	Identity of easement, 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:
8.	Easement for Future Access and Maintenance and Emergency Egress (Whole of Lot)	All Lots	Every Other Lot
9.	Positive Covenant	All Lots	Inner West Council
10.	Restriction on the Use of Land	All Lots	Inner West Council
11.	Easement for Construction Purposes (Whole of Lot)	All Lots	Every Other Lot
12.	Easement for Public Accessway, Variable Width (Limited in Stratum)	Lot 3	Inner West Council

Proprietor(s):.....

Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:3 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Part 2 (Terms)

1. Definitions and interpretation

1.1 Definitions

In this instrument:

Benefited Lot means the relevant land (if any) referred to in the fourth column of the table in Part 1 of this instrument.

Burdened Lot means the relevant land referred to in the third column of the table in Part 1 of this Instrument and if that land becomes a Strata Scheme then the Common Property of that Strata Scheme.

Council means Inner West Council or its successor.

Detention System means in relation to the Burdened Lot the stormwater drainage detention basin or tank constructed or to be constructed on the Burdened Lot in accordance with the requirements of Council including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on any part of the Burdened Lot.

Development Works has the same meaning as in the building management statement registered on the Burdened Lot or strata management statement attached to the Strata Scheme.

Grantee means the owner of an estate in fee simple or mortgagee in possession of the Lot Benefited, from time to time.

Grantor means the owner of an estate in fee simple or a mortgagee in possession of the Lot Burdened, from time to time.

Instrument means this instrument registered with the Plan pursuant to s.88B Conveyancing Act 1919 (NSW).

Owner means:

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:4 of 26
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Plan:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

(a) the registered proprietor of the Burdened Lot and its successors (including those claiming under
or through the registered proprietor), or

(b) if the Burdened Lot is the subject of a Strata Scheme, the Owners Corporation.

Owner's Corporation means the owners corporation constituted under the Strata Schemes Management Act 2015 for a Strata Scheme.

Retention System means in relation to the Burdened Lot the stormwater retention and re-use tank or other device constructed or to be constructed on the Burdened Lot in accordance with the requirements of the Council including all ancillary, gutters, leaf gutter guards, downpipes, pipes, drains, filter, pump, delivery plumbing, trench barriers, walls, earthbanks, kerbs, pits, grates, tanks, basins and other surfaces designed to retain and re-usedand control stormwater located on any part of the Burdened Lot.

Service has the same meaning given in the Conveyancing Act 1919 and includes stormwater and sewerage.

Shared Facility has the meaning given in the Conveyancing Act 1919.

Strata Scheme has the meaning given in the Strata Schemes Management Act 2015.

1.2 Interpretation

For the purposes of this instrument, the following rules of interpretation apply:

(a) The singular includes the plural and conversely.

(b) A gender includes all genders.

(c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) "clause", "paragraph", "schedule" or "sub-clause" means a clause, paragraph, schedule or sub-clause, respectively, of this instrument.

(e) Unless stated otherwise, one provision does not limit the effect of another.

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:5 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

(f) A reference to any Law or to any provision of any Law includes any modification or re- enactment of it, any legislative provision substituted for it an all regulations and statutory instruments issued under it.

(g) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.

(h) Headings contained in this instrument are for information purposes only and must not affect the interpretation of this instrument.

(i) The terms implied by s.88A(2) and Schedule 4A Part 9 of the Conveyancing Act 1919 are excluded.

2. Terms of Easement for Services and Easement for Future Services numbered 1 and 7 in the plan:

(a) The Grantee and its Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to:

(i) the uninterrupted passage through a Burdened Lot of any Services to or from the Benefited Lot;

(ii) use any Service Equipment in a Burdened Lot through which a Service passes to or from the Benefited Lot (Relevant Service Equipment);

(iii) enter, remain in and use any plant rooms in the Burdened Lot where Relevant Service Equipment is located;

(iv) have Relevant Service Equipment supported vertically, horizontally and in each other plane by a Burdened Lot; and

(v) carry out Works in relation to Relevant Service Equipment that is not a Shared Facility and enter and remain in a Burdened Lot, together with any Equipment necessary for that purpose, for a reasonable time to carry out those Works.

(b) The Grantee has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in the Burdened Lot Service Equipment associated with a Service to or from a Benefited Lot which is additional to the Service Equipment actually existing at the date of registration of this Instrument and this

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:6 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

easement applies to such additional Service and Service Equipment as though they existed at the date of registration of this Instrument.

(c) The Grantee and the Grantor acknowledge that:

(i) some of the Services and associated Service Equipment may be Shared Facilities;

(ii) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and

(iii) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.

(d) The Grantee must:

(i) not permit Relevant Service Equipment which is not a Shared Facility to become a hazard or a nuisance; and

(ii) at its cost carry out Works to such Relevant Service Equipment as and when required, to ensure compliance with clause 2(d)(i).

(e) Before carrying out any Works under this easement on a Burdened Lot, the Grantee must:

(i) provide to the Grantor a Schedule of Works;

(ii) provide to the Grantor any other information which the Grantor reasonably requires in order to consider the effect of the Works: and

(iii) obtain the consent of the Grantor to the carrying out of the Works.

(f) The Grantor may withhold consent under clause 1.5(a)(iii) to carry out the Works if, in the reasonable opinion of the Grantor:

(i) the carrying out of the Works;

(ii) the physical result after the Works are carried out; or

(iii) both the carrying out of the Works and the physical result after the Works are carried out, will, either temporarily or permanently, interrupt, interfere with or prevent, to an unreasonable extent, the use and enjoyment of the Burdened Lot by the Grantor or any occupier of the Burdened Lot.

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:7 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

(g) The Grantor may not withhold consent under clause 1.5(a)(iii) if the Works:

(i) need to be carried out in circumstances which involve an emergency or a danger to public safety;

(ii) are necessary to enable the Grantee to comply with its obligations under this easement;

(iii) are necessary to enable the Grantee to comply with its obligations under the Management Statement; or

(iv) result from or arise out of any Law or requirements of any relevant Authority.

(h) The Grantee must, while works are being carried out in a Burdened Lot under this easement, take all reasonable steps:

(i) to minimise interruption to or interference with any Service:

(ii) to minimise interruption or interference with the use and enjoyment of the Burdened Lot; and

(iii) to ensure that:

(A) all necessary safety measures are taken;

(B) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;

(C) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened Lot;

(D) any damage caused to the Burdened Lot is made good as soon as reasonably practicable; and

(E) as soon as reasonably practicable after completing of the Works, the Burdened Lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

(I) The Grantee and the Grantor must, in good faith, consult with each other in relation to the nature and timing of the Works in the Burdened Lot with a view of reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:8 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Name of authority whose consent is required to release, vary or modify the Easement for Services and Easement for Future Services numbered 1 and 7 in the plan:

Council

3. Terms of Easement for Support & Shelter numbered 2 in the plan:

(a) An easement for subjacent and lateral support and shelter in any direction of those parts of the building now or in the future erected on the Lot Benefited by those parts of the Lot Burdened and any structures erected on the Lot Burdened as are capable of affording or reasonably intended to provide that support and shelter.

(b) The Grantee and its Authorised Users may enter and remain on the Lot Burdened for the purposes of inspecting, constructing, repairing, maintaining or renewing any support and shelter to the Lot Benefited located on the Lot Burdened subject to the following conditions:

(i) the Grantee and its Authorised Users must take all reasonable steps to minimise disturbance or damage to the Grantor, the Lot Burdened, the Occupiers and contents of the Lot Burdened; and

(ii) except in emergency, the Grantee and its Authorised Users must give reasonable notice to the Grantor of its intention to enter the Lot Burdened.

(c) If a strata management statement is registered under the Development Act resulting in the creation of an easement for support and shelter under section 8AA of the Development Act and there is an inconsistency between the terms of 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.

(d) If a Strata Plan subdividing a Lot Benefited is registered resulting in the creation of an easement for support and shelter under section 8AA of the Development Act, and there is an inconsistency between the terms of 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.

Name of authority whose consent is required to release, vary or modify the Easement for Support & Shelter numbered 2 in the plan:

Council

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:9 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No.SC/2022/0006 dated 14 February 2022

4. Terms of Easement for Access, Variable Width & Limited in Stratum and Emergency Egress, Variable Width & Limited in Stratum and Easement for Future Access and Maintenance and Emergency Egress, Whole of Lot numbered 3, 5 and 8 in the plan:

(a) The Grantee and its Authorised Users may pass and repass across fire stairs and passages within the Lots Burdened by foot only and only for the purpose of egressing from the Lots Benefited:

(i) in an emergency;

(ii) in the case of a fire or fire drill purposes; or

(iii) if the lifts are not operational or are otherwise unavailable.

(b) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

(ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(iii) make good any collateral damage.

(c) A Building Management Statement or Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

(d) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority whose consent is required to release, vary or modify the Easements numbered 3, 5 and 8 in the plan:

Council

Proprietor(s)..... Authorised Person.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:10 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

5. Terms of Right of Carriageway, Variable Width & Limited in Stratum numbered 4 in the plan:

(a) The Grantee and any Authorised Person of the Grantee have the full and free right to go, pass and repass the Easement Site:

(i) at all times;

(ii) for all purposes;

(iii) with or without Vehicles to access the Benefited Lot or any part of the Benefited Lot.

(b) In exercising rights under this easement, the Grantee and any Authorised Persons must:

(i) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;

(ii) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;

(iii) only use the Easement Site for its intended purpose;

(iv) not to cause any damage to the Burdened Lot and any improvements on it;

(v) comply with the Management Statement and any Rules; and

(vi) comply with any reasonable direction of the Committee or any person authorised by the Committee.

(c) The Grantee and the Grantor acknowledge that:

(i) the Easement Site is a Shared Facility;

(ii) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;

(iii) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:11 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

(d) The Grantee and its Authorised Persons must not:

(i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;

(ii) obstruct use of the Easement Site by any person.

(e) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.

Name of authority whose consent is required to release, vary or modify the Right of Carriageway numbered 4 in the plan:

Council

6. Terms of Easement for Lift Access, Variable Width & Limited in Stratum numbered 6 in the plan:

(a) Subject to the provisions of this Easement, the Grantee and its Authorised Users may use the Lift within the Easement Site and pass and repass over the Easement Site:

(i) on foot;

(ii) with wheelchairs or other disabled access aids; and

(iii) without vehicles, bicycles, skateboards, scooters, rollerblades or similar items or animals (but exempting guide dogs and hearing dogs for the visually or hearing impaired).

(b) The Grantee and its Authorised Users may use the Lift to transport Bulky Items and Goods.

(c) The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened) may remove (or refuse entry to) a Grantee or an Authorised User, if the Grantee or Authorised User:

Proprietor(s): ..... Authorised Person: .....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:12 of 26
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Plan:
DP1256665

Building Stratum
Subdivision of Lot 1 in
DP1253646 covered by
Subdivision Certificate
No. SC/2022/0006
dated 14 February 2022

(i) is not properly clothed;

(ii) is drunk or under the influence of drugs;

(iii) loiters or causes excessive noise;

(iv) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or

(v) does not comply with any rules made by the Grantor in relation to the use and enjoyment of the Easement Site.

(d) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

(ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(iii) make good any collateral damage.

(e) A Building Management Statement or Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Easement Site.

(f) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

(h) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

Name of authority whose consent is required to release, vary or modify the Easement for Lift Access numbered 6 in the plan:

Council

Proprietor(s):.....

Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:13 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

7. Terms of the Positive Covenant numbered 9 in the plan:

The registered proprietors covenant with the Council that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

I. the Registered Proprietor will:

(a) Keep the structure and works clean and free from silt, rubbish and debris

(b) Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

(c) Maintenance schedule

MAINTENANCE	FREQUENCY	RESPONSIBILITY	PROCEDURE
DISCHARGE CONTROL PIT			
INSPECT TRASH SCREEN CLEAN	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE GRATE & SCREEN IF REQUIRED TO CLEAN IT.
INSPECT & REMOVE ANY BLOCKAGE OF ORIFICE	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE GRATE & SCREEN TO INSPECT ORIFICE. SEE PLAN FOR LOCATION OF DCP.
CHECK ATTACHMENT OF ORIFICE PLATE TO WALL OF PIT (GAPS LESS THAN 5mm)	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE & SCREEN, ENSURE PLATE MOUNTED SECURELY, TIGHTEN FIXINGS IF REQUIRED & SEAL GAPS AS REQUIRED.
CHECK ORIFICE DIAMETER CORRECT & RETAINS SHARP EDGE	EVERY FIVE YEARS	MAINTENANCE CONTRACTOR	COMPARE DIAMETER TO DESIGN (SEE WORK-AS-EXECUTED) & ENSURE EDGE IS NOT PITTED OR DAMAGED.
CHECK ATTACHMENT OF SCREEN TO WALL OF PIT	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE & SCREEN, ENSURE SCREEN FIXINGS SECURE & REPAIR AS REQUIRED.
CHECK SCREEN FOR CORROSION	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE & EXAMINE SCREEN FOR RUST OR CORROSION, ESPECIALLY AT CORNERS OR WELDS.
INSPECT FLAP VALVE & REMOVE ANY BLOCKAGE	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE GRATE, ENSURE FLAP VALVE MOVES FREELY & REMOVE ANY BLOCKAGES OR DEBRIS.

Proprietor(s): ..... Authorised Person: .....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:14 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

CHECK ATTACHMENT OF FLAP VALVE TO WALL TO PIT	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE & ENSURE FIXINGS OF VALVE ARE SECURE.
CHECK FLAP VALVE SEALS AGAINST WALL OF PIT	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE, FILL PIT WITH WATER & CHECK THAT FLAP SEALS AGAINST SIDE OF PIT WITH MINIMAL LEAKAGE.
CHECK ANY HINGES OF FLAP VALVE MOVE FREELY	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE & TEST VALVE HINGE BY MOVING FLAP TO FULL EXTENT.
INSPECT OVERFLOW WEIR & REMOVE ANY BLOCKAGE	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE GRATE, OPEN COVER TO VENTILATE UNDERGROUND STORAGE IF PRESENT & ENSURE WEIR CLEAR OF BLOCKAGES.
EMPTY BASKET AT OVERFLOW WEIR (IF PRESENT)	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE GRATE, VENTILATE UNDERGROUND STORAGE CHAMBER IF PRESENT, EMPTY BASKET & CHECK FIXINGS SECURE & NOT CORRODED.
INSPECT DCP WALLS (INTERNAL & EXTERNAL (IF APPROPRIATE) FOR CRACKS OR SPILLING	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE TO INSPECT INTERNAL WALLS & REPAIR AS REQUIRED. CLEAR VEGETATION FROM EXTERNAL WALLS IF NECESSARY & REPAIR AS REQUIRED.
INSPECT DCP SUMP & REMOVE ANY SEDIMENTS/SLUDGE	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE GRATE & SCREEN, REMOVE SEDIMENTS/SLUDGE BUILD-UP & CHECK ORIFICE & FLAP VALVE CLEAR.
INSPECT GRATE FOR DAMAGE OR BLOCKAGE	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	CHECK BOTH SIDES OF GRATE FOR CORROSION, (ESPECIALLY CORNERS & WELDS) DAMAGE OR BLOCKAGE.
INSPECT RETURN PIPE FROM STORAGE & REMOVE ANY BLOCKAGE	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE GRATE & SCREEN, VENTILATE UNDERGROUND STORAGE IF PRESENT, OPEN FLAP VALVE, REMOVE ANY BLOCKAGES IN RETURN LINE & CHECK FOR SLUDGE/DEBRIS ON UPSTREAM SIDE OF RETURN LINE.
CHECK STEP IRONS FOR CORROSION	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE, EXAMINE STEP IRONS & REPAIR ANY CORROSION OR DAMAGE.
CHECK FIXING OF STEP IRONS IS SECURE	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE & ENSURE FIXINGS SECURE PRIOR TO PLACING WEIGHT ON STEP IRON.

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:15 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

STORAGE TANK			
INSPECT STORAGE AREAS & REMOVE DEBRIS/MULCH/LITTER LIKELY TO BLOCK SCREENS & GRATES	QUARTERLY	BUILDING MANAGER / MAINTENANCE CONTRACTOR	REMOVE DEBRIS & FLOATABLE MATERIAL LIKELY TO BE CARRIED TO GRATES.
INSPECT TANK & REMOVE ANY SEDIMENT/SLUDGE IN TANK	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE & SCREEN, & REMOVE SEDIMENT/SLUDGEBUILD-UP.
INSPECT INTERNAL WALLS OF TANK (AND EXTERNAL, IF APPROPRIATE) FOR CRACKS OR SPALLING	ANNUALLY	MAINTENANCE CONTRACTOR	REMOVE GRATE TO INSPECT INTERNAL WALL, REPAIR AS REQUIRED, CLEAR VEGETATION FROM EXTERNAL WALLS IF NECESSARY & REPAIR AS REQUIRED.
INSPECT STORAGE FOR SUBSIDENCE NEAR PITS	ANNUALLY	MAINTENANCE CONTRACTOR	CHECK ALONG DRAINAGE LINES & PITS FOR SUBSIDENCE LIKELY TO INDICATE LEAKAGES.

II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day upon giving to the person against whom the covenant is enforceable not less than two days' notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the; structure and works and that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

IV. Pursuant to section 88F (3) of the Act the authority shall have the following additional powers pursuant to this covenant:

i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in III hereof.

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:16 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(a) any expense reasonable incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

(b) 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

V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the Plan No. dated ..... (Council's File Ref: 201800173) including all gutters, pipes, drains walls, kerbs, pits, grates, tanks, chambers, basins, and surfaces designed to temporarily detain stormwater on the land.

For the purposes of this document:

1. The Act shall mean the Conveyancing Act 1919.
2. The Council means the Inner West Council

Name of authority whose consent is required to release, vary or modify the Positive Covenant numbered 9 in the plan:

Council

Proprietor(s):..... Authorised Person.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:17 of 26
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

8. Terms of the Restriction on the Use of the Land numbered 10 in the plan:

The registered proprietor covenants as follows with Inner West Council in respect to the structure erected on the land described as "On Site Stormwater Detention System" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) as described by the plan of the Inner West Council Development Consent No 201800173 and the conditions of such consent."

The Registered Proprietor shall not:

(i) Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

(ii) Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the Authority.

(iii) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E (5) of the Conveyancing Act, 1919.

Authorised Inner West Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance

Name of authority whose consent is required to release, vary or modify the Restriction on the Use of the Land numbered 10 in the plan:

Council

Proprietor(s):.....

Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:18 of 26
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

9. Terms of Easement for Construction Purposes Whole of Lot numbered 11 in the plan:

(a) The Grantee and its Authorised Users may pass and repass across the Lots Burdened for the purpose of undertaking the completion of the Development Works for the Lots Benefited.

(b) In exercising the powers granted under this Easement, a Grantee must:

(i) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lots Burdened;

(ii) cause as little damage as is practicable to the Lots Burdened and any improvement on it; and

(iii) make good any collateral damage.

(c) A Building Management Statement or Strata Management Statement may include provisions in respect of the Development Works.

(d) A Building Management Statement or Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

(e) The provisions of the Building Management Statement or Strata Management Statement, whichever is in force and current at the time, will apply to the extent of any inconsistency with the terms of this Easement.

(f) If a Strata Plan is registered over the Burdened Lot, then this Easement will be limited to the common property of that Strata Plan.

Name of Party whose consent is required to release, vary or modify the Easement for Construction Purposes numbered 12 in the plan:

PETERSHAM DEVELOPMENT SPV 1 PTY LTD, ACN 610 178 731

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:19 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

10. Terms of Easement for Public Accessway, Variable Width & Limited in Stratum numbered 12 in the plan:

1. Easement for Access

Council and its Authorised Users are granted full and free right to go, pass and repass at all times for the purpose of access to and from Regent Street and Fozzard Lane through the Lot Burdened:

(a) on foot; or

(b) by wheelchair or with other disabled access aids; and

(c) with or without animals; and

(d) with or without perambulators, strollers and other vehicles and equipment of like nature; and

(e) consistent with use as a public footpath and public accessway.

2. Obligations relating to access - Council

(a) When exercising a right under this easement Council must, and must ensure that it's Authorised User:

(1) cause as little disturbance and inconvenience as is possible to the Granter and any occupier of the Lot Burdened;

(2) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;

(3) leave the Lot Burdened in a clean and tidy state;

(4) comply with any Strata Management Statement, all applicable laws and approvals and requirements of all Authorities; and

(5) comply with all reasonable directions of the Grantor and any occupier of the Lot Burdened.

(b) For the purposes of this clause, the reference to Authorised User is not to capture members of the public irrespective of whether they may constitute invitees of Council.

Proprietor(s): ..... Authorised Person: .....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:20 of 26
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Plan:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

(c) For the purposes of this clause, Council acknowledges and agrees that the rights granted under this easement may be restricted by the Granter:

(1) at times determined by the Granter (acting reasonably having regard to the fact that the Easement Site is intended to function as a permanent public path) in compliance with any Strata Management Statement; and

(2) from time to time as a consequence of any right of the Grantor to permit the placement of chairs, furniture, shading devices, tables or similar items within the Lot Burdened provided that the placement of the chairs etc. does not unreasonably burden the access rights granted under this Easement.

3. Construction

Council acknowledges that the Granter has at its own cost constructed a public footpath along the Easement Site to a standard suitable for use as a public accessway including lighting and compliance with requirements for access by persons with a disability to the satisfaction of Council (acting reasonably).

4. Maintenance and repair of shared access

The Granter must at its own cost:

(a) maintain the Easement Site and all the improvements on the Easement Site in a clean and tidy condition; and

(b) repair or restore (or both) any or all of the surface of the Easement Site to a safe and good condition.

5. Works by Council

(a) Without limiting clause 10.4, Council may do anything reasonably necessary to enjoy its rights including carrying out work within the Easement Site such as installing lighting and constructing, placing, repairing or maintaining boardwalks, pathways and other trafficable surfaces.

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:21 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

(b) For the purposes set out in clause 10.5(a), Council may:

(1) enter the Easement Site;

(2) take all necessary equipment onto the Easement Site;

(3) carry out work on the Easement Site; and

(4) enter and take all necessary equipment onto the Lot Burdened, outside but in the vicinity of the Easement Site, but only at the times and to the extent necessary for the purposes of constructing, maintaining, repairing or doing any work to the Easement Site.

6. Obligations relating to access - Council

(a) In carrying out the works referred to in clause 10.5, Council must, and must ensure that its Authorised Users:

(1) carry out all work in a proper and workmanlike manner;

(2) cause as little inconvenience as is practicable to the Granter and any occupier of the Lot Burdened;

(3) leave the Lot Burdened in a clean and tidy state;

(4) ensure that any access to and from the Lot Burdened is reasonably maintained to ensure that the Lot Burdened remains reasonably accessible;

(5) comply with all reasonable directions of the Granter and any occupier of the Lot Burdened;

(6) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(7) make good any damage caused.

(b) Council must bear its own costs and expenses in relation to and arising out of the exercise of its rights under clause 10.1, including costs and expenses incurred in complying with the obligations imposed on Council under clause 10.5.

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:22 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

(c) Council is not obliged to exercise its rights under clause 8.5 and is not liable in any circumstances to the Grantor or any occupier of the Lot Burdened or their Authorised Users as a result of any failure by Council to exercise any of its rights under clause 8.5.

(d) Council is entitled to erect a sign at its own cost, at either or each end of the Easement Site notifying the public that it is a public access way.

(e) Council is not responsible for any liability arising out of or in connection with injury, loss or damage to any Authorised User using the Easement Site Benefited, save to the extent that that any injury, loss or damage is caused or Insurance contributed to by any breach of these terms or any wrongful or negligent act or omission by the Council.

7. Insurance

The Grantor must at all times maintain in force an insurance policy for public risk and public liability for at least $20 million in respect of each event.

Name of authority whose consent is required to release, vary or modify the Easement for Public Accessway numbered 12 in the plan:

Council

Proprietor(s):..... Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:23 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Executed by **PETERSHAM DEVELOPMENT SPV 1 PTY LTD, ACN 610 178 731**

In accordance with section 127 of the Corporations Act:

Name: Barry Cottle
Authority: Director

Name: Daniel Fitzgerald
Authority: Secretary

Proprietor(s):

Authorised Person:

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:24 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Executed by **DEICORP PROJECTS PETERSHAM PTY LTD, ACN 602 239 789**

Mortgagee VIDE AP997793 & AP993523

In accordance with section 127 of the Corporations Act:

.....

Name.....FOUAD DEIRI.....

Authority...SOLE DIRECTOR/SECRETARY.....

Proprietor(s):.....

Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:25 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Executed by **MCH AGENCY SERVICES PTY LTD, ACN 636 392 928**
Mortgagee VIDE AP997792 & AP993522
In accordance with section 127 of the Corporations Act:

Name... JUSTIN HYNES
Authority... MANAGING PARTNER

Name... GRAHAM McNAMARA
Authority... MANAGING PARTNER

Proprietor(s):.....

Authorised Person:.....

Req:R779962 /Doc:DP 1256665 B /Rev:14-Mar-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:26 of 26
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Instrument setting out terms 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:

DP1256665

Building Stratum Subdivision of Lot 1 in DP1253646 covered by Subdivision Certificate No. SC/2022/0006 dated 14 February 2022

Executed on behalf of **INNER WEST COUNCIL** by its Authorised Person pursuant to Section 377 Local Government Act 1919 by:

.....	.....
Signature of Witness	Signature of Authorised Person
...Mirjana Kovacevic.....	Kerry Hunt
Name of Witness	Authorised Person's Name
7-15 Wetherill St Leichhardt	Inner West Council
	Authority of Person
.....	
Address of Witness	

* the document was signed as an original & witnessed over audio visual link in accordance with s14G of the Electronic Transactions Act 2000

REGISTERED: 14/03/2022

Proprietor(s):..... Authorised Person:.....

Req:R779960 /Doc:DP 1275262 P /Rev:06-Sep-2021 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:1 of 6
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TRAFALGAR STREET

AUDLEY STREET

FISHER STREET

REGENT STREET

LANE

LANE (VARIABLE WIDTH)

M.G.A. SCIMS

RM DH&W FD 60° 35' 10" 4.165 (DP809479)

K as L ON K.L

RM DH&W FD 134° 43' 50" 3.04 (DP809479)

RM DH&W FD 167° 19' 2.99 (DP1253646)

RM DH&W FD 130° 09' 20" 20.67 (DP1253646)

(ALIGNED 3.05 - 12.19 - 3.05)

RM DH&W FD 146° 26' 20" 2.94 (DP1208130) 146° 32' 50" 2.915 (DP1253646)

RM DH&W FD 178° 57' 15" 18.6 (DP1208130) 179° 00' 18.575 (DP1253646)

RM DH&W FD 160° 25' 15" 3.015 (DP232716) 160° 42' 40" 2.995 (DP1253646)

RM DH&W FD 241° 22' 45" 9.635 & 209° 10' 21.51 (DP1253646)

DH&W'S FD (DP331025)

SP15765

RM GONE (DP11004198) RM GONE

No. 317 2 STOREY BRICK BUILDING 50Y/O+

No. 311 2 STOREY BRICK WAREHOUSE 50Y/O+

1 & 2 STOREY BRICK BUILDING 30Y/O+

FOW (DP809479)

FOW (DP1208130) (3.05 WIDE)

19.79 (BY SURVEY) 19.81 (DP809749)

14.945

35'

(56.75)

102.32

(7.035)

(38.535)

10"

(3.19)

(3.16)

(3.05)

(0.02)

(0.04)

(0.025) (DP107805)

(0.09) (DP809479)

(0.05)

33.445 (BY SURVEY) 33.42 (DP809479)

36.72

3.05

(ALIGNED 3.66 - 12.8 - 3.66)

RM DH&WS FD (DP809479)

RM GONE (DP809479)

RM DH&W FD 333° 28' 20" 7.56 (DP1208130)

RM BLD COR FD 63° 26' 55" 2.065 (DP440222) NOW GONE

242° 27' 55" 27.77

RM DH&W PL 281° 20' 20" 15.38

RM DH&W FD 86° 16' 45" 26.99 (DP1253646)

RM COR WALL FD (DP809479) 273° 00' 10" 3.04

91° 33.53 24' 30"

43' 35.39

(30) 30°

K as L ON K.L

103.6

(ALIGNED 3.05 - 12.19 - 3.05)

13'

1 DP1253646

DP809479

DP107805

SP6551

DP88044 HIGH RISE BRICK BUILDING UNDER CONSTRUCTION

DP448280

DP668662

37° 55' 20" - 90.605

COR-OCC (55.61) 74°

INT-COR 86.57

INTS 15.845

K as L ON K.L (DP1004198)

89° 05' 3.36 (DP1036484)

SSM103978 FD 'B'

40Y/O+ BK WALL (0.02) (DP1023739)

30+ y.o LOW BK WALL (0.125)

OCC'S (15.78) 50'

OCC-COR (15.18)

30+ y.o LOW BK WALL (0.43)

(0.06)

FOW (DP440676) (NOW GONE)

"SEE SHEET 2"

26.355 30"

221° 02' 4.985

(3.0)

K as L (0.05) (DP1004198)

K as L ON KERB LINE (DP1004198)

DH&WS FD AT INT (DP 1023739) BM RL: 37.405 (AHD)

RM DH&W FD 251° 21' 30" 17.1 (DP1253646)

RM DH&W FD 345° 43' 14.32 (DP1253646)

KB KL (0.03)

(ALIGNED 2.54 - 10.16 - 2.54)

FACE OF BK WALL (DP1023739)

0°

INT-CNR 58.695 (SURVEY) 58.680 (DP1036484)

RM DH&W FD 164° 23' 2.445 (DP1036484)

RM DH&W FD 167° 32' 2.495 (DP1036484)

18.29

37.0 (SURVEY) 37.01 (DP1036484)

285° 15' (16.48) -28.685

187°

2° 34' 20" 15.22 (DP1004198)

230° 45' - 1.8 (DP1036484)

'A' SSM103977 FD

SSM103979 FD

DP312939

SEC.16 DP111207

SP69565 (DP1036484)

DP936576

DP186432

FOW DENOTES FACE OF WALL

SHORT LINE TABLE		
	Bearing	Distance
1	123° 22' 00"	2.85
2	60° 35' 10"	3.8
3	75° 43' 30"	16.39
4	248° 37' 50"	9.51
5	164° 22' 40"	4.095
6	65° 39' 35"	15.18
7	345° 34' 15"	18.46
8	343° 59' 55"	22.02
9	242° 34' 05"	15.545
10	251° 48' 35"	15.015
11	253° 54' 35"	11.115
12	0° 50' 50"	12.19
13	0° 50' 50"	4.35

S.C.I.M.S. COMPARISONS			
SSM103977- -SSM103978	254° 53' 10" 254° 53' 10"	118.876 118.883	(MGA GROUND) (SURVEY)
SSM103978- -SSM103979	110° 02' 50" 110° 02' 11"	111.671 111.678	(MGA GROUND) (SURVEY)
SSM103979- -SSM103977	8° 06' 00" 8° 05' 46"	69.974 69.957	(MGA GROUND) (SURVEY)

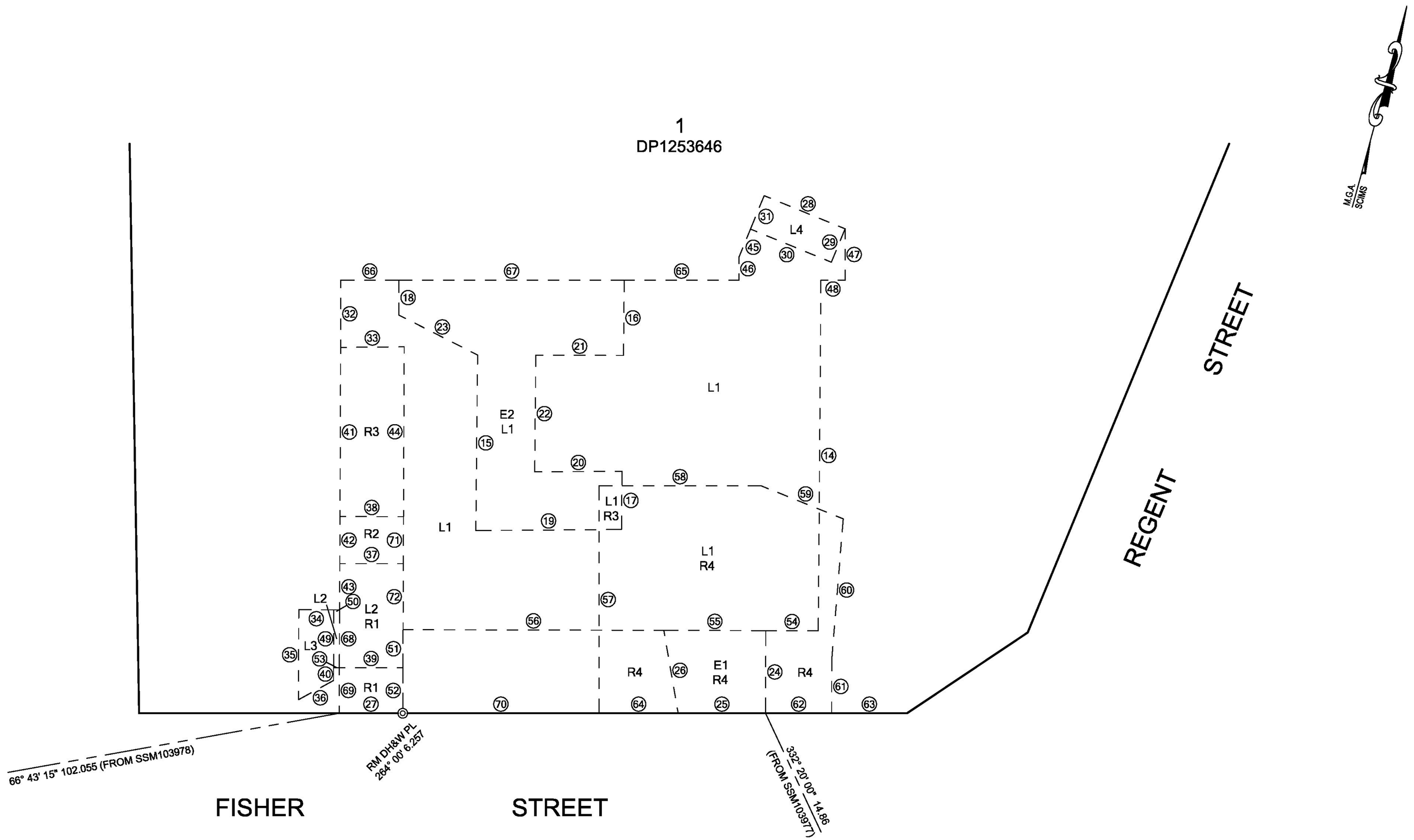
HEIGHT SCHEDULE			
FROM	TO	HEIGHT Δ	METHOD
SSM103977	SSM103978	+0.029	TRIGONOMETRIC HEIGHTING
SSM103978	SSM103978	+6.849	TRIGONOMETRIC HEIGHTING
SSM103979	SSM103977	-6.878	TRIGONOMETRIC HEIGHTING
SSM103977	BM DHW	-0.456	TRIGONOMETRIC HEIGHTING
HEIGHT DATUM: AHD71			

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 103977	329442.106	6247923.820	B	--	SCIMS	FOUND
SSM 103978	329327.348	6247892.825	B	--	SCIMS	FOUND
SSM 103979	329432.247	6247854.548	B	--	SCIMS	FOUND
DATE OF SCIMS COORDINATES: 17-01-21			MGA ZONE: 56		MGA DATUM: GDA2020	
COMBINED SCALE FACTOR: 0.999949						

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
SSM 103977	37.856	LB	--	SCIMS ADOPTED	FOUND
SSM 103978	37.885	LB	--	SCIMS - VALIDATION	FOUND
SSM 103979	44.734	LB	--	SCIMS - VALIDATION	FOUND
DATE OF SCIMS AHD VALUES: 17-01-21				HEIGHT DATUM: AHD71	

SURVEYOR NAME: JOHN WALTON DATE OF SURVEY: 19-01-2021 REFERENCE: 4440-18DPE	PLAN OF: LEASE & EASEMENT OVER LOT 1 IN DP1253646	LGA: INNER WEST LOCALITY: PETERSHAM Reduction Ratio: 1 : 400 Lengths are in metres	REGISTERED: 3/09/2021	DP1275262

SHORT LINE TABLE		
	Bearing	Distance
14	165°16'40"	12.04
15	345°24'50"	6.03
16	165°29'10"	2.58
17	345°29'10"	2.0
18	344°50'30"	1.2
19	254°25'40"	4.995
20	254°25'40"	3.0
21	254°50'30"	3.005
22	165°24'50"	4.01
23	101°47'20"	3.025
24	344°59'30"	2.84
25	74°50'30"	3.0
26	155°01'40"	2.89
27	254°50'30"	2.18
28	97°09'10"	3.0
29	187°09'10"	1.24
30	277°09'10"	3.0
31	7°09'10"	1.24
32	164°50'40"	2.315
33	74°14'	2.18
34	75°04'30"	1.2
35	165°04'30"	3.09
36	46°02'30"	1.37
37	74°54'10"	2.18
38	74°54'10"	2.18
39	74°54'10"	2.18
40	345°04'30"	0.44
41	345°04'30"	5.805
42	345°04'30"	1.615
43	345°04'30"	1.59
44	165°04'30"	5.83
45	187°09'10"	1.05
46	164°50'30"	0.785
47	164°50'30"	1.765
48	254°50'30"	0.83
49	165°04'30"	1.985
50	75°04'30"	0.2
51	165°04'30"	1.305
52	165°04'30"	1.565
53	254°54'10"	0.2
54	254°59'30"	1.8
55	254°59'30"	3.5
56	254°59'30"	8.95
57	344°50'	7.81
58	74°50'20"	5.565
59	96°48'20"	3.035
60	169°30'	4.85
61	164°55'30"	1.84
62	74°50'30"	2.27
63	74°50'30"	2.585
64	254°50'30"	2.715
65	74°50'30"	3.93
66	74°50'30"	2.0
67	74°50'30"	7.73
68	165°04'30"	1.985
69	165°04'30"	1.565
70	254°50'30"	6.74
71	165°04'30"	1.615
72	165°04'30"	2.27



E1 PROPOSED EASEMENT FOR ELECTRICITY PURPOSES, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:35.00 & IN HEIGHT TO RL:37.00
E2 PROPOSED EASEMENT FOR ELECTRICITY PURPOSES, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:26.00 & IN HEIGHT TO RL:32.20
L1 SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:32.20 & IN HEIGHT TO RL:37.20
L2 SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:37.20
L3 SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:43.40
L4 SUBSTATION PREMISES NO.77892, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:32.20 & IN HEIGHT TO RL:46.50
R1 PROPOSED RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:37.20 & IN HEIGHT TO RL:40.30
R2 PROPOSED RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:40.30
R3 PROPOSED RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:33.20 & IN HEIGHT TO RL:37.10
R4 PROPOSED RIGHT OF WAY, VARIABLE WIDTH AND LIMITED IN DEPTH TO RL:37.20 & IN HEIGHT TO RL:43.40

L1-L4 DENOTES SUBSTATION PREMISES S.77892

SURVEYOR	PLAN OF:	LGA: INNER WEST	REGISTERED:	
NAME: JOHN WALTON	LEASE & EASEMENT OVER LOT 1 IN DP1253646	LOCALITY: PETERSHAM	3/09/2021	DP1275262
DATE OF SURVEY: 19-01-2021		Reduction Ratio: 1 : 100		
REFERENCE: 4440-18DPE		Lengths are in metres		

Req:R779960 /Doc:DP 1275262 P /Rev:06-Sep-2021 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:2 of 6
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Req:R779960 /Doc:DP 1275262 P /Rev:06-Sep-2021 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 3/09/2021

Title System: TORRENS

Office Use Only

DP1275262

PLAN OF **LEASE & EASEMENTS OVER LOT 1 IN DP1253646**

LGA: **INNER WEST**

Locality: **PETERSHAM**

Parish: **PETERSHAM**

County: **CUMBERLAND**

Survey Certificate

I,.....**JOHN WALTON**.....

Of....**DAW & WALTON PTY LTD**.....

.....**PO Box 3222, REDFERN NSW 2016**.....

.....**survey@daw-walton.com.au**.....

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 .....19-01-2021....., 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: ....'A'-'B'.....

Type: *Urban/*~~Rural~~

~~The terrain is *Level-Undulating / *Steep-Mountainous.~~

Signature:..... Dated: 8-7-21

Surveyor Identification No: 8430.....

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office:

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 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: .....

Registration number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP88044	DP107805	DP232716
DP331025	DP440222	DP440676
DP448280	DP809479	DP1004198
DP1023739	DP1036484	DP1208130

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 4440-18DPE

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R779960 /Doc:DP 1275262 P /Rev:06-Sep-2021 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 3/09/2021

Office Use Only

DP1275262

PLAN OF LEASE & EASEMENTS OVER LOT 1 IN DP1253646

Subdivision Certificate number: .....

Date of Endorsement: .....

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.

EXECUTED by PETERSHAM DEVELOPMENT SPV 1 PTY LTD, (ACN 610 178 731)
In accordance with section 127 of the Corporations Act:

.....

Name: Barry Cotter

Authority: Director

.....

Name: Daniel Fitzgerald

Authority: Company Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4440-18DPE

Req:R779960 /Doc:DP 1275262 P /Rev:06-Sep-2021 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 3/09/2021

Office Use Only

DP1275262

PLAN OF LEASE & EASEMENTS OVER LOT 1 IN DP1253646

Subdivision Certificate number: .....

Date of Endorsement: .....

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.

EXECUTED by **DEICORP PROJECTS PETERSHAM PTY LTD, ACN 602 239 789**

Mortgagee VIDE AP997793 & AP993523

FOUAD DEIRI
SOLE DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4440-18DPE

Req:R779960 /Doc:DP 1275262 P /Rev:06-Sep-2021 /NSW LRS /Prt:08-Sep-2
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PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 3/09/2021

Office Use Only

DP1275262

PLAN OF LEASE & EASEMENTS OVER LOT 1 IN DP1253646

Subdivision Certificate number: .....

Date of Endorsement: .....

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.

EXECUTED by MCH AGENCY SERVICES PTY LTD, ACN 636 392 928
Mortgagee VIDE AP997792 & AP993522

by its attorneys under power of attorney dated 14 January 2020, registered number 620 Book number 4770 in the presence of:

JUSTIN HYNES
Attorney

ANDREW TREMAIN
Attorney

Signature of Witness
JOHN VAMVAKARIS
NAME OF WITNESS
Level 3, 161 Redfern St
Redfern NSW 2016
ADDRESS OF WITNESS

Signature of Witness
JOHN VAMVAKARIS
NAME OF WITNESS
Level 3, 161 Redfern St
Redfern NSW 2016
ADDRESS OF WITNESS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 4440-18DPE

Req:R779957 /Doc:DL AR432305 /Rev:08-Oct-2021 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:1 of 5
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Form: 07L
Release: 2.0
www.lands.nsw.gov.au

LEASE

AR432305P

New South Wales
Real Property Act 1900

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

STAMP DUTY Office of State Revenue use only

(A) **TORRENS TITLE** Folio 1/1253646 Part being the premises shown as Substation Premises No.77892 designated L1-L4 in DP1275262 together with the Right of Ways and Easements referred to in Clauses 1 and 2 of Annexure A and denoted E1-E2 & R1-R4 on DP1275262 respectivly.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
6199N	DAW & WALTON PTY LTD, ID: 130213 PO Box 3222, Redfern NSW 2016 Ph: 80651156 Em: survey@daw-walton.com.au Reference: 4440-18	L

(C) **LESSOR** PETERSHAM DEVELOPMENT SPV 1 PTY LTD,
(ACN 610 178 731)

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) **LESSEE** ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

(F) **TENANCY:**

(G)
1. **TERM** 50 years
2. **COMMENCING DATE** 12 MAY 2021
3. **TERMINATING DATE** 11 MAY 2071
4. With an **OPTION TO RENEW** for a period of 25 years set out in clause 29 of Memorandum AK980904
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A"
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Propert Information Division as No(s). AK980904
9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

Req:R779957 /Doc:DL AR432305 /Rev:08-Oct-2021 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:2 of 5
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DATE

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: PETERSHAM DEVELOPMENT SPV 1 PTY LTD, (ACN 610 178 731)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Barry C Cotter

Name of authorised person: Barry Cotter

Office held: Director

Signature of authorised person: D.Fitzgerald

Name of authorised person: Daniel Fitzgerald

Office held: Company Secretary

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.

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

Signature of witness:

Signature of lessee:

Name of witness: For execution by the

Address of witness: Lessee see page 3

(I) **STATUTORY DECLARATION** *

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at _____ in the State of New South Wales

on _____ in the presence of—

Signature of witness: _____ Signature of lessor: _____

Full name of witness: _____

Address of witness: _____

Qualification of witness: *[tick one]*

- ☐ Justice of the Peace
- ☐ Practising Solicitor
- ☐ Other *[specify]* _____

* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

Req:R779957 /Doc:DL AR432305 /Rev:08-Oct-2021 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:3 of 5
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Annexure **A** to LEASE

Parties:

PETERSHAM DEVELOPMENT SPV 1 PTY LTD (ACN 610 178 731) and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

Dated

The Lessee shall have the benefit of the following rights:

1 A RIGHT OF WAY over the land shown as R1-R4 in DP1275262 on the terms contained in clause 18(a) of Memorandum AK980904 filed in Land Registry Services.

2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as E1-E2 in DP1275262 on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land Registry Services.

Certified correct for the purposes of the Real Property Act 1900 by the Lessee's 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 and 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

.....	.....
Signature of Attorney	Signature of Attorney
Nigel Lowry	Michael Bradburn
.....	.....
Print Name of Attorney	Print Name of Attorney
20 July 2021	20 July 2021
.....	.....
Date electronic signature affixed	Date electronic signature affixed
I certify that I am an eligible witness and that the Lessee's attorney signed this dealing in my presence [See note* below].	I certify that I am an eligible witness and that the Lessee's attorney signed this dealing in my presence [See note* below].
S. Daley	
.....	.....
Signature of Witness	Signature of Witness
Sharon Daley	Kyla Stahl
.....	.....
Print Name of Witness	Print Name of Witness
24 Campbell St, Sydney	24 Campbell St, Sydney
.....	.....
Print address	Print address
20 July 2021	20 July 2021
.....	.....
Date electronic signature affixed	Date electronic signature affixed

*S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Req:R779957 /Doc:DL AR432305 /Rev:08-Oct-2021 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:4 of 5
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FILM WITH AR432305P

sparke HELMORE LAWYERS

16 July 2021

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease from Petersham Development SPV1 Pty Limited
Property: 287 Trafalgar Street, Petersham
Caveat: AQ299696, AQ347083 and AQ347084
Our ref: HEM/AUS096-02297

We act for Ausgrid Operator Partnership, a partnership carried on under the name of Ausgrid by:

1 Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

2 ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

3 ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

4 ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

5 ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4,

("**Ausgrid**").

Ausgrid exercises the land acquisition functions of the caveator Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 (**ADMHC**), the caveator pursuant to the above caveat pursuant to s36 of the *Electricity and Network Assets (Authorised Transactions) Act 2015*.

We are instructed to consent to the registration of:

1 a lease in favour of ADMHC; and

2 a plan of lease and easements prepared by John Walton surveyor (**Surveyor's Reference 4440-18DPE**).

Caveats AQ347083 and AQ347084 should be removed from the title on the registration of these documents.

Newcastle
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

HEM\LBW\799593711\1

Req:R779957 /Doc:DL AR432305 /Rev:08-Oct-2021 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:5 of 5
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Caveat AQ299696 should remain on the title pending the registration of an easement in favour of ADMHC.

If you require any additional information please contact our office.

Yours faithfully

Partner responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:1 of 62
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Lodger Details

Lodger Code	506562H
Name	STRATA SPECIALIST LAWYERS
Address	PO BOX 515 ROSE BAY 2029
Lodger Box	1W
Email	BYLAWS@STRATASPECIALISTLAWYERS.COM.AU
Reference	7006

Land Registry Document Identification

AW95252

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP100143	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100143

Other legal entity

Meeting Date

02/04/2026

Repealed by-law No.	
Details	N/A
Added by-law No.	
Details	Special By-Law 12
Amended by-law No.	
Details	N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP100143
Signer Name	COLIN CUNIO
Signer Organisation	COLIN CUNIO SOLICITORS PTY. LTD.
Signer Role	PRACTITIONER CERTIFIER
Execution Date	06/05/2026

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:2 of 62
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STRATA | SPECIALIST | LAWYERS

THE OWNERS – STRATA PLAN NO 100143

CONSOLIDATED BY-LAWS

Table of Contents

1 DEFINITIONS AND INTERPRETATION 3
2 OWNERS CORPORATION CONSENT 6
3 LAWS AND INSTRUMENTS 6
4 BUILDING MANAGEMENT STATEMENT AND BUILDING MANAGEMENT COMMITTEE 8
5 BEHAVIOUR OF OWNERS, OCCUPIERS AND PERMITTED PERSONS 9
6 COMMON PROPERTY AND SHARED FACILITIES 11
7 FACILITIES MANAGER 12
8 EXTERNAL APPEARANCE 13
9 STORAGE AREAS ON COMMON PROPERTY 14
10 ACCESSIBLE PARKING MOTOR CYCLE PARKING, CAR SHARE SPACE AND BICYCLE PARKING ON COMMON PROPERTY 15
11 CAR WASH BAY 16
12 KEEPING OF ANIMALS 17
13 CLEANING 18
14 MOVING GOODS AND FURNITURE 19
15 GARBAGE DISPOSAL 19
16 PROVISION OF AMENITIES OR SERVICES 20
17 SECURITY KEYS 21
18 BUILDING WORKS & ALTERATIONS 22
19 OWNERS CORPORATION MAY CARRY OUT WORK 23
20 AIR CONDITIONING 24
21 CHANGE IN USE 25
22 INTEGRITY OF FIRE SAFETY SYSTEMS 26

This is page 1 of a total of 59 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 100143 was affixed on the 1st **day of** May **2026 in the presence of:**

Authority: Strata Manager

Signature: Electronic signature of me, Paul Culbi. Affixed at my direction on 01/05/2026 at 12:00pm

Name: Paul Culbi

THE OWNERS STRATA PLAN NO. 100143 The Common Seal of

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

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:3 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

23 USE OF BALCONIES AND COURTYARDS 26
24 PLANTERS 28
25 DEVELOPMENT CONSENT CONDITIONS 28
26 SERVICE OF DOCUMENTS 28
SPECIAL BY-LAW 1 – PRE-MEETING & ELECTRONIC VOTING 29
SPECIAL BY-LAW 2 – ABSOLUTION OF MAINTENANCE LOT FIXTURES & FITTINGS 30
SPECIAL BY-LAW 3 – ENFORCEMENT OF BY-LAWS 33
SPECIAL BY-LAW 4 – LOT OWNER CHARGES 35
SPECIAL BY-LAW 5 – RECOVERY OF STATIONERY EXPENSES 37
SPECIAL BY-LAW 6 – PARKING BY-LAW 38
SPECIAL BY-LAW 7 – SHORT-TERM LEASING 41
SPECIAL BY-LAW 8 – INSTALLATION OF PARKING BOLLARD 44
SPECIAL BY-LAW 9 – RECOVERY OF COSTS FOR FIRE SERVICES & WORKS BY OWNERS 45
SPECIAL BY-LAW 10 – RECOVERY OF TENANT RELATED COSTS 47
SPECIAL BY-LAW 11 – MINOR RENOVATIONS BY-LAW 49
SPECIAL BY-LAW 12 – LOT 8 WORKS (PASSED 2 APRIL 2026) 53

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:4 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

1 Definitions and Interpretation

1.1 **Definitions**

In these by-laws these terms (in any form) mean:

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

(b) **Air Conditioning Unit** means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches, etc. that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, existing at the time of registration of the Strata Plan;

(c) **Balcony** means that part of a Lot which is noted as "B" on the Strata Plan;

(d) **Building** means the building in which the Parcel is located;

(e) **Bike Space** means that part of the Common Property as shown as "BS" on the Strata Plan;

(f) **Building Management Committee** means the committee appointed under the Building Management Statement;

(g) **Building Management Statement** means the building management statement registered with the Strata Plan;

(h) **by-laws** means these by-laws;

(i) **Car Share Space** means that part of the Common Property allocated for use and operation by the Owners Corporation or car share operator as a shared car park space;

(j) **Car Space** means a part of a Lot or a separate lot which has been or will be allocated for use as a car space, as shown as "CS" or "CST" on the Strata Plan;

(k) **Car Wash Bay** means that part of the Common Property as shown as "CWB" on the Strata Plan;

(l) **Common Property** means so much of the Parcel as from time to time is not comprised in any Lot;

(m) **Courtyard** means the areas shown as "CY" on the Strata Plan;

(n) **Council** means Inner West Council or its successor;

(o) **Development Consent** means the development consent (as varied or amended) for construction of the Building;

(p) **Disabled Car Space** means a part of a Lot or a separate lot which has been allocated for use as a disabled car space, as shown as "DCS" on the Strata Plan;

(q) **Excluded Dog** means an unregistered, restricted or dangerous dog under the *Companion Animals Act 1998*;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:5 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(r) **Facilities Manager** means any person or corporation appointed under by-law, whether appointed by the Original Owner or the Owners Corporation;

(s) **Fire Safety Device** any structure or device contained within a Lot or Common Property that:

(i) monitors or signals the incidence of smoke, heat or fire within the Parcel;

(ii) provides lighting in the case of smoke, heat or fire within the Parcel;

(iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);

(iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or

(v) is required by Law for fire safety or that otherwise improves fire safety;

(t) **Garbage Room** the garbage and recycling bin areas or rooms located on the Common Property;

(u) **Government Agency** means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

(v) **Law** includes:

(i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and

(ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

(w) **Lift** means any lift or lifts located on the Common Property;

(x) **Lot** means a lot in the Strata Plan;

(y) **Motor Cycle Space** means that part of the Common Property as shown as “MS” on the Strata Plan;

(z) **Occupier** means any person in lawful occupation of a Lot or any part of a Lot;

(aa) **Original Owner** means Petersham Development SPV 1 Pty Ltd ACN 610 178 731;

(bb) **Owner** means:

(i) except as provided in paragraph (ii), a person for the time being recorded in the register as entitled to an estate in that Lot; or

(ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 178 of the Act;

(cc) **Owners Corporation** means the owners corporation for the Strata Scheme and to the extent permitted by s.36 (3) of the Strata Schemes Management Act, the Strata Committee of the Owners Corporation;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:6 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(dd) **Parcel** means the land comprised in the Strata Scheme;

(ee) **Permitted Person** means a person on the Parcel with the express or implied consent of an Owner or Occupier;

(ff) **Planter** means that part of the Building shown as "P" on the Strata Plan;

(gg) **Representative** means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;

(hh) **Rules** means the rules made under these by-laws;

(ii) **Screens** means any fly screens or other external screen or door which is attached to windows or doors;

(jj) **Security Key** means any key, swipe card, magnetic or other device used to:

(i) open and close gates or locks; or

(ii) operate alarms, security systems or communications systems; or

(iii) operate any equipment or system if applicable;

(kk) **Shared Facilities** has that meaning in the Building Management Statement;

(ll) **Storage Area** means that part of a Lot which is noted as "S" or "ST" on the Strata Plan;

(mm) **Strata Committee** means the committee established under s.29 of the *Strata Schemes Management Act 2015* by the Owners Corporation;

(nn) **Strata Manager** is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

(oo) **Strata Plan** the strata plan registered with these by-laws;

(pp) **Strata Scheme** the strata scheme constituted on registration of the Strata Plan;

(qq) **Substitute Representative** means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend;

1.2 **Interpretation**

(a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.

(b) In these by-laws unless the contrary intention appears a reference to:

(i) the singular includes the plural and vice versa;

(ii) any gender includes all other genders;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:7 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and

(iv) this instrument includes any variation or replacement of it.

(c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.

(d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.

(e) The word "includes" in any form is not a word of limitation.

(f) A reference to Law includes all Law amending, consolidating or replacing Law.

2 Owners Corporation Consent

2.1 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.

2.2 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:

(a) give consent conditionally or unconditionally; or

(b) withhold its consent.

2.3 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

2.4 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:

(a) the Owners Corporation at a general meeting; or

(b) the executive committee of the Owners Corporation at an executive committee meeting.

2.5 The Owners Corporation must give any consent required under these by-laws in writing.

3 Laws and Instruments

3.1 **Application**

These by-laws set out the rules of the Strata Scheme and bind:

(a) Owners;

(b) Occupiers;

(c) the Owners Corporation;

(d) Permitted Persons; and

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:8 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(e) mortgagees in possession of a Lot

3.2 **Rules**

(a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.

(b) The Rules must be consistent with these by-laws.

(c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.

(d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.

(e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

3.3 **Compliance with these By Laws**

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their Invitees and Permitted Persons also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

3.4 **Compliance with Laws**

Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

3.5 **Covenants and Easements**

Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

3.6 **Levies**

Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

3.7 **Non-compliance**

The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

(a) the Owners Corporation may enforce a by-law by legal means;

(b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;

(c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:

(i) give the Owners Corporation or persons authorised by it access to the Lot; and

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:9 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(ii) pay the Owners Corporation for its costs of doing the work;

any monies due to the Owners Corporation, shall upon notice given by the Owners Corporation become a debt due to the Owners Corporation from the date of the notice;

(d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt or as a set off the amount against any amount owed by the Owner;

(e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act; and

(f) The Strata Manager may take any action under this by-law on behalf of the Owners Corporation, whether or not the Owners Corporation has resolved to do so.

3.8 **Applications**

Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

4 Building Management Statement and Building Management Committee

4.1 **Building Management Statement**

(a) The Building Management Statement regulates the management and operational issues affecting the Building and Other Lots and includes provisions relating to:

(i) the use and operation of Shared Facilities; and

(ii) the apportionment of costs for Shared Facilities; and

(iii) insurance requirements.

(b) Each Owner and the Owners Corporation must perform and observe the provisions of the Building Management Statement.

(c) When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.

4.2 **Building Management Committee**

(a) The Building Management Committee is established under the Building Management Statement to administer issues affecting the Building.

(b) The Owners Corporation is a member of the Building Management Committee.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:10 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

4.3 **Appointing a Representative and Substitute Representative**

The Strata Committee may:

(a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the Strata Committee; and

(b) terminate the appointment of a Representative or Substitute Representative at any time.

4.4 **Consents under Building Management Statement**

If a consent is required under the Building Management Statement, that consent must be obtained in addition to any consents required under this by-law instrument.

4.5 **Inconsistencies**

If there is any inconsistency between a by-law and the Building Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Building Management Statement.

5 Behaviour of Owners, Occupiers and Permitted Persons

5.1 **Noise and Vibration**

An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

5.2 **Behaviour**

An Owner or Occupier must not:

(a) obstruct lawful use of Common Property; or

(b) use language or behave in a manner likely to cause offence or embarrassment to an Owner, Occupier, Building Manager or contractor engaged by the Owners Corporation.

5.3 **Children**

An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

5.4 **Permitted Persons**

An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:11 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

5.5 **Increasing Insurance**

(a) An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.

(b) If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.

(c) Provided the Owner of the relevant Lot complies with by-law (b), it will not be in breach of by-law (a) with respect to any increase in premium arising out of the use of its Lot.

5.6 **Damage to lawns and plants**

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

(i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or

(ii) use for his or her own purposes as a garden any portion of the Common Property.

(b) All plants and planter boxes will be maintained by the Owners Corporation to ensure consistency of appearance.

5.7 **Storage of inflammable liquids and other substances and materials**

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

5.8 **Signage**

(a) An Owner or Occupier may not place any sign on the Common Property, without the consent of the Owners Corporation and if required, any Government Agency.

(b) By-law 5.8(a) shall not apply to the original Owner of the Lots whilst any Lots remain unsold.

5.9 **Smoking**

An Owner or Occupier of a Lot shall not permit smoking in the Lot or any part of the Common Property.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:12 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

6 Common Property and Shared Facilities

6.1 **Obligations of Owners and Occupiers**

(a) An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:

(i) leave anything on Common Property;

(ii) obstruct the use of Common Property;

(iii) use any part of Common Property for the Owner's or Occupier's own purposes;

(iv) erect any structure on Common Property;

(v) attach any item to Common Property;

(vi) do or permit anything to be done to Common Property which might cause damage; or

(vii) alter Common Property.

(b) By-law 18 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).

(c) An Owner or Occupier must:

(i) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;

(ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and

(iii) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

(d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

6.2 **Damage to Common Property**

(a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under by-law 6.1(a) cannot authorise any additions to the Common Property.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:13 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(c) If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:

(i) promptly notify the Owners Corporation of the damage caused; and

(ii) compensate the Owners Corporation accordingly.

6.3 **Fire**

The Owners Corporation must:

(a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;

(b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and

(c) provide a copy of the annual fire safety statement referred to in by-law 6.3(a) to Council.

The Owners Corporation do not have to comply with this by-law if the Building Management Committee have complied with this by-law.

7 Facilities Manager

7.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Facilities Manager to provide management and operational services.

7.2 The duties of the Facilities Manager under an agreement between it and the Owners Corporation may include, without limitation:

(a) caretaking, supervising and servicing Common Property;

(b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;

(c) arranging for the inspection and certification of plant and equipment as required by laws;

(d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;

(e) supervising employees and contractors of the Owners Corporation;

(f) coordinating and managing collection of garbage and recyclable materials; and

(g) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:14 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

7.3 The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.

7.4 Subject to by-law 7.3, the Owners Corporation may enter into a caretaking agreement with a Facilities Manager. Any such caretaking agreement must include provisions for:

(a) the remuneration of the Facilities Manager for the term of the agreement; and

(b) the duties of the Facilities Manager (being any of those listed in by-law 7.2).

(c) and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Facilities Manager possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Facilities Manager appointed by the Original Owner (if any).

7.5 An Owner or Occupier or any Permitted Person must not:

(a) interfere with or stop the Facilities Manager or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or

(b) interfere with or stop the Facilities Manager or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

8 External Appearance

8.1 **General**

An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

8.2 **Window Coverings**

To ensure the architectural integrity of the Building:

(a) window coverings shall be blinds or curtains which viewed from the exterior of the Building must be white or off-white in colour; and

(b) no louvres of any kind may be installed on any window.

8.3 **Hanging of Washing & Other Items**

An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Terrace if they can be viewed from outside the Lot.

8.4 **Screens**

(a) An Owner or Occupier must not install Screens to an entry door to a Lot.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:15 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

8.5 **Floor Coverings**

(a) 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.

(b) Except where an Owner or Occupier of a Lot is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law (c) has been furnished to the Owners Corporation.

(c) An application for consent by an Owner under by-law (b) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law (a).

(d) This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

8.6 **Furniture**

Where a floor finish other than carpet and underlay has been installed (whether by the Original Owner or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self-adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

9 Storage Areas on Common Property

9.1 **Storage Areas**

An Owner or Occupier must:

(a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;

(b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;

(c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;

(d) ensure that a Storage Area is kept clean and free of rubbish and vermin;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:16 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and

(f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

9.2 **Storage Cages**

(a) The Owners and Occupiers acknowledge and accept that:

(i) the storage cages are located in the basement of the Building;

(ii) the basement of the Building has been designed with a wet wall system; and

(iii) in times of heavy rain, moisture may be present in these areas.

(b) The Owners and Occupiers must:

(i) take care of all belongings and items stored in the storage cages; and

(ii) not leave any items or value in the storage cages.

(c) Subject to s106 of the Act, the Owners and Occupiers accept that items are stored in the storage cages at their own risk and the Owners Corporation accepts no liability for any damaged items stored in the storage areas as a result of the wet wall system or otherwise.

10 Accessible Parking Motor Cycle Parking, Car Share Space and Bicycle Parking on Common Property

10.1 **Car Parking spaces**

(a) Car parking spaces allocated to a Lot must only be used in conjunction with the relevant Lot by an Occupier.

(b) An Owner or Occupier must not lease, licence or grant any other rights in respect of any car parking space to any person who is not an Occupier.

(c) An Owner or Occupier will not be eligible to obtain parking permits under any existing or future resident parking scheme for the area in accordance with the Development Consent.

10.2 **Car Share Space**

(a) The Owners Corporation is permitted to lease or licence the Car Share Space to a car share operator in accordance with the Development Consent such lease or licence is to include a right for the car share operator to install on the Common Property any access points or signs and all necessary equipment required to operate the Car Share Space.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:17 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) The Owners Corporation, or the car share operator (whichever is applicable), must ensure that at all times there is:

(i) free use and operation of the Car Share Space for the Owners Corporation or car share operator;

(ii) public access to the vehicle parked in the Car Share Space; and

(iii) an effective insurance policy noting the Owners Corporation's interest as landowner for public liability insurance for an amount not less than $20,000,000 in respect of one occurrence.

(c) An Owner or Occupier must not at any time park a vehicle in a Car Share Space.

(d) An Owner or Occupier must not park, stand in or otherwise obstruct a Car Share Space or permit a Car Share Space to be used by any person.

10.3 **Parking on Common Property**

Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

10.4 **Accessible Parking**

(a) The Disabled Car Space allocated to a Lot must only be used in conjunction with the relevant Lot by an Owner or Occupier.

(b) An Owner or Occupier must not lease, licence or grant any other rights in respect of any car parking space to any person who is not an Occupier.

10.5 **Motor Cycle Parking**

An Owner or Occupier must only use the Motor Cycle Space for the purpose of parking a motor cycle vehicle.

10.6 **Bicycle Parking**

(a) An Owner or Occupier may only leave bicycles in the Bike Park areas.

(b) Owners and Occupiers acknowledge that bicycles are left in the Bike Park areas at their own risk and the Owners Corporation accepts no liability for any lost, damaged or stolen bicycles.

11 Car Wash Bay

11.1 **Use of Car Wash Bay**

(a) Owners and Occupiers may only use the Car Wash Bay for the washing and cleaning of vehicles.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:18 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) Owners and Occupiers must:

(i) not park or stand any vehicle in the Car Wash Bay other than for washing and cleaning the vehicle;

(ii) not permit any other person to park or stand a vehicle in the Car Wash Bay;

(iii) comply with the directions of the Owners Corporation and the Facilities Manager in connection with access to and use of the Car Wash Bay; and

(iv) comply with the Rules and Laws relating to the use of the Car Wash Bay.

12 Keeping of Animals

12.1 **Permitted Animals**

An Owner or Occupier may keep without the consent of the Owners Corporation no more than 1 dog (other than an Excluded Dog).

12.2 **Excluded Dog**

An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

12.3 **Consent**

An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:

(a) any other type of animal; or

(b) more dogs than allowed under by-law 12.1 at the same time.

12.4 **Rules**

If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

(a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;

(b) must ensure that, when in or any other part of the Building, the animal is accompanied by the Owner or Occupier;

(c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and

(d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:

(i) any noise which is disturbing to an extent which is unreasonable;

(ii) for damage to or loss of property or injury to any person caused by the animal; and

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:19 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.

(f) the animals is not permitted to be on any grassed area within the building complex at any time.

12.5 **Notice**

(a) Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.

(b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law (a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

13 Cleaning

13.1 **Cleaning and Maintenance of Lot**

Each Owner and Occupier must keep their Lot:

(a) clean and tidy;

(b) free from rubbish; and

(c) in good repair and condition.

13.2 **Windows and Doors**

An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

13.3 **Balconies**

(a) An Owner or Occupier must keep all internal gardens within a Lot and Balconies clean, tidy and well maintained.

(b) If there are planter boxes on or within a Balcony, an Owner or Occupier must:

(i) properly maintain the soil in the planter boxes;

(ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:20 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(c) Balconies must not be:

(i) used for the storage of goods; or

(ii) enclosed in any way.

14 Moving Goods and Furniture

14.1 **Notice**

An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

14.2 **Owners Corporation may determine**

The Owners Corporation may determine 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.

14.3 **Determination**

(a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.

(b) Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.

(c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 6.2(c).

14.4 **Facilities Manager**

If the Owners Corporation appoints the Facilities Manager to assist it to perform its functions under this by-law, then and Owner or Occupier must:

(a) make arrangements with the Facilities Manager to transport any furniture or large objects through or on Common Property; and

(b) comply with the reasonable requirements of the Facilities Manager when transporting furniture or large objects through or on Common Property.

15 Garbage Disposal

15.1 **General Waste**

An Owner or Occupier of a Lot must

(a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:21 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;

(c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;

(d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

15.2 **Council Collection**

(a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point nominated by Council.

(b) The Owners Corporation must comply with Council requirements for garbage collection.

(c) Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

15.3 **Owner and Occupier obligations**

An Owner or Occupier of a Lot must ensure that:

(a) garbage is drained and securely wrapped before being placed in the general waste chute;

(b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and

(c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

15.4 **Cleaning up spills**

(a) An Owner or Occupier of a Lot must immediately clean up any spillage of waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.

(b) If an Owner or Occupier of a Lot does not comply with by-law 15.4(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

16 Provision of Amenities or Services

16.1 Subject to by-law 16.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:

(a) window cleaning;

(b) garbage disposal and recycling services;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:22 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(c) electricity, water or gas supply;

(d) telecommunication service;

(e) landscaping and gardening;

(f) general cleaning; and

(g) security services.

16.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

17 Security Keys

17.1 **Owners Corporation**

(a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

(b) The Owners Corporation must make Security Keys available to:

(i) Owner; and

(ii) persons authorised by the Owners Corporation.

(c) The Security Keys shall remain at all times the property of the Owners Corporation

17.2 **Fee**

The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

17.3 **Occupiers**

An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

17.4 **Rules**

A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;

(b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;

(c) use reasonable endeavours to ensure the Security Key remains within that person's control;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:23 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation;

(e) return the Security Key to the Owners Corporation upon ceasing to be an Owner or an Occupier, or on the demand of the Owners Corporation; and

(f) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

18 Building Works & Alterations

18.1 **Consents**

(a) Subject to this by-law 18, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.

(b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.

(c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.

(d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.

(e) Consent of the Owners Corporation to the carrying out of the building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

18.2 **Notice to Owners Corporation**

(a) Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.

(b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

(i) the estimated time period for the carrying out of the proposed alterations or building works;

(ii) the nature and extent of the proposed alterations or building works; and

(iii) whether any Common Property or another Lot will be affected.

18.3 **Carrying out of building works or alterations**

During the carrying out of any building works or alterations an Owner must:

(a) ensure no damage is caused to services or pipes within the Building;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:24 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;

(c) repair any damage caused to the Common Property as a result of the building works or alterations;

(d) carry out the building works or alterations promptly; and

(e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

18.4 **Audio or Audio Visual Equipment**

(a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.

(b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

18.5 Minor renovations as defined in s.110(3) of the *Strata Schemes Management Act 2015* may be approved by the Strata Committee at any meeting of the Strata Committee under s.39 of the *Strata Schemes Management Act 2015*, and references in the by-laws to the Owners Corporation shall be references to the Strata Committee except for functions reserved to the Owners Corporation under s.36(3) of the *Strata Schemes Management Act 2015*.

19 Owners Corporation may carry out work

19.1 **Owners Corporation rights**

(a) The Owners Corporation may do anything on or in a Lot:

(i) which should have been done under these by-laws but has not been done or has not been done properly;

(ii) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or

(iii) to gain access to Common Property for any reasonable purpose.

(b) If by-law (a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

(c) enter and remain on the Lot for as long as is necessary; and

(d) recover any costs associated with carrying out works under these by-laws from the Owner.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:25 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

19.2 **Notice**

(a) An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

(i) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and

(ii) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

(b) By-law (a) is in addition to the powers of the Owners Corporation under the Act.

20 Air conditioning

20.1 **Exclusive Use**

This is an exclusive use by-law made under sections the Act.

20.2 **Maintenance**

(a) The Owner of each Lot has the exclusive use of the Air Conditioning Unit that exclusively services their Lot at the date of registration of the Strata Plan and has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit is located.

(b) An Owner must maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.

20.3 **Use of an Air Conditioning Unit**

(a) An Owner or Occupier must not use an Air Conditioning Unit in breach of the Protection of the *Environment Operations Act 1997* or any other applicable law.

(b) An Owner may remove and replace an Air Conditioning Unit but must do so at his or her expense and in a workmanlike manner. Any replacement Air Conditioning Unit must be of the equivalent or more efficient energy rating and have the equivalent or reduced noise levels. An Owner must ensure that after an Air Conditioning Unit is permanently removed from the Common Property it is repaired to the standard reasonably required by the Owners Corporation.

20.4 **Air Conditioning Unit is Property of Owner**

(a) An Air Conditioning Unit remains the personal property of the Owner of the Lot from time to time and each Lot Owner bears the sole responsibility for insuring their Air Conditioning Unit.

(b) An Owner or Occupier of a Lot must not install any component of an Air Conditioning Unit to serve his or her Lot that has a component on any Balcony, deck, terrace or area that is visible from outside the Lot.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:26 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

20.5 **Make Good and Indemnity**

(a) Damage to the Common Property adjacent to the Air Conditioning Unit referred to in this by-law caused or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

(b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

(c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

21 Change in Use

21.1 **Notice**

(a) An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

(b) If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation in accordance with s82 of the Act.

21.2 **Restrictions on the Use of Lots:**

(a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.

(b) Owners and Occupiers must not use its Lot or permit its Lot to be used:

(i) except for a use permitted by a development consent granted by a relevant authority;

(ii) for any illegal use;

(iii) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;

(iv) in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or

(v) for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.

(c) Owners and Occupiers are directed to by-law 24.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:27 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

22 Integrity of Fire Safety Systems

22.1 An Owner or Occupier must not:

(a) interfere with or damage any Fire Safety Device; or

(b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

22.2 An Owner or Occupier must:

(a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;

(b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;

(c) notify the Owners Corporation of a risk of fire other hazard within the Parcel;

(d) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;

(e) reimburse the Owners Corporation for any costs or charges incurred by the Owners Corporation as a result of an Owner or Occupier activating a Fire Safety Device which results in the Owners Corporation incurring a cost or charge;

(f) subject to receiving notice under by-law 22.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

22.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

22.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 22.2(f).

22.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 19.

23 Use of Balconies and Courtyards

23.1 Furniture

(a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Courtyard to store furniture, goods or any other item.

(b) Outdoor furniture or other loose items kept on a Balcony or Courtyard must:

(i) have an appearance in keeping with the appearance of the rest of the Building;

(ii) not cause damage or be dangerous or have potential to cause damage or injury;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:28 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(iii) be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and

(iv) not be placed near balustrades in a manner which may create a safety hazard.

23.2 Balustrades, handrail and grilles

(a) Subject to (b), an Owner or Occupier must keep all Balconies, Courtyards, balustrades (including glass balustrades if any), handrails and grilles within or servicing the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:

(i) the Owners Corporation resolves that it will keep the balustrades, handrails and grilles clean; or

(ii) the balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.

(b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.

(c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 23.2(a).

(d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

23.3 Rules

(a) An Owner or Occupier must ensure animals do not soil on any Balcony surface.

(b) An Owner or Occupier must not:

(i) modify a balustrades of a Balcony or Courtyard in any way; or

(ii) affix or install any item to a wall or ceiling of a Balcony or Courtyard; or

(iii) use the glass balustrade or hand rail for any purpose other than for what it was designed.

(c) An Owner or Occupier must not place item on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.

(d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:29 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

24 Planters

The Owners Corporation, or the Facilities Manager if one has been appointed, must ensure that the Planters are properly watered and maintained for the benefit of the Owners and Occupiers.

25 Development Consent Conditions

Owners and Occupiers are required to comply with the provisions of the Development Consent to the extent that apply to a Lot or to Owners and Occupiers.

26 Service of Documents

26.1 Any notice or document referred to in these by laws may be served:

(a) by post or delivery to the mailbox of the Owner or Occupier of a Lot;

(b) by e-mail to any e-mail address of the Owner or Occupier; and by placing the document on a notice board of the main entry to the Common Property.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:30 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SPECIAL BY-LAW 1 – Pre-Meeting & Electronic Voting

Registration Date: 27/10/2022

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the *Strata Schemes Management Act 2015*, *Strata Schemes Management Regulation 2016* as well as the terms of this By-law, and

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:31 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SPECIAL BY-LAW 2 – Absolution of Maintenance Lot Fixtures & Fittings

Registration Date: 27/10/2022

PART 1 – Introduction and Intent

a. This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

b. The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.

c. Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

d. At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

e. This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 – Definitions

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

a. **Act** means the *Strata Schemes Management Act 2015 (NSW)* or any amendment

b. **Lot** means any lot in the strata plan

c. **Owner** means the owner of the Lot

d. **Owners Corporation** means the owners corporation created by the registration of strata plan 100143

e. **Internal Area** means any area within the envelope of a lot as defined by the Strata Plan

f. **Internal Pipe Work and Wiring** means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

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

a. the singular includes plural and vice versa;

b. any gender includes the other genders;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:32 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

c. any terms in the by-law will have the same meaning as those defined in the Act; and

d. references to legislation include references to amending and replacing legislation.

PART 3 – Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme:

3.1 **Internal Areas**

All decorative finishes within a lot, including but not limited to:

a. All Cornices

b. All Skirting Boards

c. All Architraves and Internal Door Jams

d. Wall tiles wherever located, including kitchen, bathroom and laundries

e. Floor Tiles wherever located, including kitchen, bathroom and laundries

f. False Ceilings

g. Mezzanines, Stairs and Handrails

h. All paintwork and wall paper

i. The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 **Bathroom, Ensuites and Laundry Areas**

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to:

a. All taps and internal pipe work

b. Shower screens

c. Bathtub, including internal floor waste and drainage pipes

d. Sinks and hand basins including internal drainage pipes,

e. Cabinets and mirrors

f. Toilet pan, including cistern and internal waste pipes

g. All lights, light fittings and exhaust fans that only service the lot, wherever located

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:33 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

3.3 **Kitchen Areas**

All Kitchen fixtures and fittings, including but not limited to:

a. All taps and internal pipe work

b. All internal waste and drainage pipes, including connection to the common stack

c. Bench tops

d. Sinks and insinkerators

e. Ovens, Stoves and Cook Tops

f. All lights, light fittings, exhaust fans and rangehoods that only service the lot, wherever located, including ducting and external ventilation points

3.4 **Floor Coverings**

a. All carpet within the lot

b. All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles

c. All Floor boards, whether floating or fixed

d. All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 **Balcony/Courtyard Areas**

a. All tiles, pavers and decking

b. All stairs and handrails within the balcony or courtyard area

c. All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan

d. All plants and grassed areas within the balcony or courtyard

e. The pruning, trimming or removal of a tree or trees, including damage caused by roots

f. Fences that divide two lots

g. All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 **Electrical Fittings & Appliances**

a. All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling

b. All electrical sockets and wall plates

c. Electrical main and sub-main that services only one lot including fuses wherever located

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:34 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

d. Smoke Detectors that only service one lot

e. Alarm Systems that only service one lot

f. Individual Garage Door Motors

g. Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located

h. Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;

i. Ceiling Fans

j. Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.

k. Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 **Front Door, Balcony Doors, Windows and Garage Area**

a. All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;

b. Automatic door closers

c. Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;

d. Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote-control units that operate common entry doors and garage doors at the scheme.

SPECIAL BY-LAW 3 – Enforcement of By-Laws

Registration Date: 03/10/2023

Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.

b) The Owners Corporation may enforce a By-Law by legal means.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:35 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.

d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.

e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.

f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach

Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:

a) A fee of $50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).

b) A fee of $100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.

c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Definitions

The following terms are defined to mean:

'**Common Property**' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'**Lot**' means any Lot in the Strata Plan.

'**Owner**' means the owner/s of the Lot.

'**Owners Corporation**' means the Owners Corporation created by the registration of a Strata Plan.

'**Strata Committee**' means the Strata Committee elected by the Owners Corporation at any given time.

'**Strata Manager**' means the Strata Managing Agent for the Owners Corporation.

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

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:36 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Where any terms used in this By-Law are defined in the *Strata Schemes Management Act 2015* (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

SPECIAL BY-LAW 4 – Lot Owner Charges

Registration Date: 03/10/2023

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):

I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.

II. Administrative Fees imposed to arrange afterhours emergencies.

III. By-Law Breaches

IV. Fines for the late submission of the A.F.S.S.

V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).

VI. Security key and key fob/swipe Administration Fees

VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.

VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:37 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights

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

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.

b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.

c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.

d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

e) All monies recovered by the Owners Corporation shall form part of the Fund to which the relevant contribution belongs.

Definitions

The following terms are defined to mean:

'**Common Property**' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'**Lot**' means any Lot in the Strata Plan.

'**Owner**' means the Owner/s of the Lot.

'**Occupier**' means the Occupier of a Lot.

'**Owners Corporation**' means the Owners Corporation created by the registration of a Strata Plan.

'**Strata Committee**' means the Strata Committee elected by the Owners Corporation at any given time.

'**The Act**' means the *Strata Schemes Management Act 2015*.

Where any terms used in this By-Law are defined in the *Strata Schemes Management Act 2015*, they will have the same meaning as the terms attributed under that Act.

'**Works**' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:38 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SPECIAL BY-LAW 5 – Recovery of Stationery Expenses

Registration Date: 03/10/2023

Intention

i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.

ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

i. Terms used in this By-law which are defined in the *Strata Schemes Management Act 2015* have the same meaning given to them in that Act

ii. The following terms are defined to mean:

'**Stationery Expense**' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;

'**Administrative Fee**' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation

'**New Owners**' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered. 'Notice' means any written correspondence that is issued by the Owners Corporation by post or other nonelectronic means

'**the Act**' means the *Strata Schemes Management Act 2015*

B) Rights and Obligation of Owners

i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.

ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.

iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:39 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.

v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;

iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;

iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

SPECIAL BY-LAW 6 – Parking By-Law

Registration Date: 03/10/2023

1. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("**vehicle**") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and

(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:40 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law – No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("**removal notice**"),

(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and

(iii) recover as a debt from the owner or occupier in breach of this by-law:

(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and

(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("**recovery costs**").

(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:41 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

9. Breach of By-Law – Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(a) rectify the breach, and/or

(b) to the extent permitted by law, recover from the owner or occupier as a debt:

(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("**breach expenses**"); and

(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("**recovery expenses**").

(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the *Strata Schemes Management Act 2015*) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

(a) the owner's account with the owners corporation;

(b) levy notices given to that owner; and

(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:42 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SPECIAL BY-LAW 7 – Short-Term Leasing

Registration Date: 03/10/2023

PART 1
COMPLIANCE WITH USE & OCCUPANCY

1.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the following additional powers, authorities, duties and functions at the strata scheme on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

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

PART 2
DEFINITIONS & INTERPRETATION

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

(a) **Act** means the *Strata Schemes Management Act 2015*.

(b) **Approved Tenancy** means a tenancy or accommodation arrangement for a rental or other payment of money which provides accommodation:

(i) for a term which is no less than three (3) months in duration; and/or

(ii) that is not, or is not analogous to, accommodation for Itinerant Use.

(c) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.

(d) **Council** means the Local Council.

(e) **Itinerant Use** means short term accommodation or shelter or itinerant use, that is or may be available for public accommodation, including:

(i) to short-term tourists or backpackers; or

(ii) in hotels, motels, apartment hotels, bed and breakfast facilities, rental cabins and/or hostels.

(f) **Lot** means any lot in strata plan 100143

(g) **LEP** means Local Environmental Plan 2012.

(h) **Minimum Lease Term** means a period of more than three (3) months.

(i) **Owner** means the owner of a Lot.

(j) **Occupier** means the occupier of a Lot.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:43 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(k) **Strata Scheme** means the strata scheme relating to Strata plan 100143 at 305 Trafalgar St, Petersham.

(l) **Zone** means B3 – Commercial Core, pursuant to the LEP.

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

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation include references to amending and replacing legislation.

PART 3
BY-LAW FOR COMPLIANCE WITH USE & OCCUPANCY

Prohibitions

3.1 An Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law or this by-law.

3.2 An Owner or Occupier of a Lot used for residential purposes must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

3.3 For the avoidance of doubt, Owners or Occupiers of a Lot shall ensure that except where consent is acquired in accordance with clause 3.7:

a. no more than the maximum number of 2 persons per bedroom occupy the Lot;

b. the layout of the bedrooms is not modified or beds arranged in such a way so as to attempt to exceed the maximum permissible occupancy;

c. where the Owner is not the occupant of its Lot, occupation is given solely to tenants or other lawful occupants for an Approved Tenancy.

3.4 An Owner or Occupier must not advertise, or permit or authorise any agent, servant or contractor to advertise, that the Lot is available for the purpose of use contrary to this by-law or the LEP.

3.5 An Owner or Occupier who wishes to lease a Lot for Itinerant Use must not lease a Lot that is less than the Minimum Lease Term.

Requirement for development consent for change of use and occupancy

3.6 An Owner or Occupier acknowledges and agrees that:

a. the Strata Scheme is located within the Zone;

b. development consent of the Council for all purposes is required;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:44 of 62
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c. use of the Lot for such purposes as boarding house, hotel or motel accommodation and shop top housing may be a purpose for which development consent is necessary; and

d. council has the responsibility for enforcing the LEP.

3.7 An Owner who wishes to lease a lot for Itinerant Use, and uses of the nature referred to in clause 3.6(c) hereof, must:

a. lodge an application for development consent;

b. obtain any necessary approvals from the Council; and

c. provide a copy of the development consent and approval from the Council to the owners corporation.

3.8 In the absence of the relevant development consent or otherwise in breach of the zoning restrictions:

a. an Owner can be prosecuted by the Council and may thereafter receive substantial fines; and;

b. an Owner may be restrained by a court order from using a Lot for such purposes.

Owners' Obligations

3.9 Notwithstanding the provisions of section 119 of the Act and, in addition to the requirements of that section, an Owner will give to the owners corporation a notice specifying the names of any Occupiers, the period of their occupancy, and the date of anticipated termination of the occupancy for each Occupier.

3.10 The owners corporation shall have a right to access the Lot upon the giving of written notice to the Owner if it is satisfied that the Owner is in breach of the LEP or this by-law.

3.11 Upon service of the notice provided for in clause 3.10 hereof, the Owner or Occupier of a Lot must provide access to the Lot to the owners corporation, by its agents or employees, within twenty-four (24) hours of such service.

PART 4
ADDITIONAL PROVISIONS

4.1 An Owner or Occupier must comply with any reasonable directions of the owners corporation given under this by-law.

4.2 The owners corporation, or the strata managing agent, may serve a notice under section 45 of the Act, requiring the Owner or Occupier to comply with this by-law if it is satisfied that there has been a contravention of it.

4.3 The owners corporation may apply for an order of the tribunal under section 203 of the Act that an Owner pay a pecuniary penalty, if it is satisfied that the Owner has, following service of the notice served under section 45, contravened the by-law.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:45 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

4.4 The owners corporation may, in addition to the order sought under clause 4.3 hereof, seek an order under section 204 for the payment of costs.

SPECIAL BY-LAW 8 – Installation of Parking Bollard

Registration Date: 03/10/2023

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a collapsible bollard from supplier "thatsmyspot" (hereinafter referred to as a "bollard") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of a bollard must submit comprehensive plans and diagrams of the proposed installation to the strata managing agent of the strata scheme not less than fourteen (14) days before the bollard is to be installed;

(b) the bollard must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the bollard must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;

(d) the owners of any lot undertaking the installation of a bollard must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of the bollard must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the bollard must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(g) the bollard must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;

(h) any costs for repairs or replacement of the bollard shall be borne by the lot owner in which the bollard services at no cost to the Owners Corporation;

(i) the owner shall inform the strata managing agent of the scheme not later fourteen (14) days before the bollard is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in conditions (a) to (i) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the bollard.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:46 of 62
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SPECIAL BY-LAW 9 – Recovery of Costs for Fire Services & Works by Owners

Registration Date: 06/08/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms

2.1 An owner or occupier must not trigger a false fire alarm.

2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:

2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;

2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or

2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.

2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:

2.3.1 trigger a false fire alarm; or

2.3.2 carry out any works to which clause 2.2 applies, and:

2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and

3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its reasonable costs or damages flowing from that breach, including:

3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;

3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:47 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;

3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;

3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Schedule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation In this by-law:

5.1 **common property** means the common property for this strata scheme.

5.2 **debt** means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.2.1-3.2.5 including any administrative costs (or Schedule B Costs).

5.3 **false fire alarm** means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:

5.3.1 is required to attend the strata scheme; and

5.3.2 charges the Owners Corporation a fee for that attendance.

5.4 **Law** means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 **Legislation** means the Strata Schemes Management Act and all other related legislation.

5.6 **lot** means a lot in the strata scheme.

5.7 **occupier** means an occupier of a lot in the strata scheme.

5.8 **owner** means an owner of a lot in the strata scheme.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:48 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

5.9 **person responsible** means, at the Owners Corporation's discretion:

5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or

5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.10 **Schedule B Costs** means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.11 **SSMA** means the *Strata Schemes Management Act 2015*.

5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

SPECIAL BY-LAW 10 – Recovery of Tenant Related Costs

Registration Date: 06/08/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers

2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:

2.1.1 The name of the Tenant;

2.1.2 The address for service of the Tenant;

2.1.3 The date of commencement of the lease; and

2.1.4 The name of any letting agent acting for the owner in respect of that lease.

2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:

2.2.1 An Australian mobile phone number for the Tenant; and

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:49 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

2.2.2 An email address for the Tenant.

2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.

2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.

3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its reasonable costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Schedule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation In this by-law:

5.1 **common property** means the common property for this strata scheme.

5.2 **debt** means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).

5.3 **false fire alarm** means setting off a fire alarm (including a false fire alarm).

5.4 **Law** means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:50 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

5.5 **lot** means a lot in the strata scheme.

5.6 **Tenant** means a person who is a tenant or sub-tenant at a lot.

5.7 **owner** means an owner of a lot in the strata scheme.

5.8 **person** responsible means, at the Owners Corporation's discretion:

5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or

5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.9 **Schedule B Costs** means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.10 **SSMA** means the *Strata Schemes Management Act 2015*.

5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

SPECIAL BY-LAW 11 – Minor Renovations By-Law

Registration Date: 06/08/2024

1. Intention

The intention of this By-law is:

i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,

ii. Define what Minor Works may be approved by the committee,

iii. Provide owners with an application process to have their Minor Works approved,

iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:51 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

2. Definitions

i. The terms and references used in this By-law have the same meaning as the terms and references found in the *Strata Schemes Management Act 2015* (**the Act**) and *Strata Schemes Management Regulation 2016* (**the Regulations**).

ii. **Minor Renovations** means any work to the common property in the building in connection with a lot for the following purposes:

a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)

b. Renovating any other room within a lot (not including structural works)

c. Changing or installing recessed light fittings,

d. Installing or replacing wood or other hard floors,

e. Installing or replacing wiring or cabling or power or access points,

f. Work involving reconfiguring walls,

g. Installing or replacing pipes and duct work,

h. Installing a rainwater tank,

i. Installing a clothesline,

j. Installing a reverse cycle split system or ducted air-conditioning system,

k. Installing double or triple glazed windows,

l. Installing a heat pump or hot water service,

m. Installing ceiling, wall or floor insulation,

n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),

o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,

p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot

q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:52 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.

iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.

iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.

v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.

vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.

vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to:

i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,

ii. A description of the Minor Renovations proposed,

iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including:

   a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;

   b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,

iv. Details of how any rubbish and debris will be disposed of during the construction process,

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:53 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

v. The estimated duration of the work,

vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

(1) The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;

ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;

iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;

v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to:

i. The supply of a Dilapidation Report prior to the commencement of the works,

ii. The supply of additional expert reports relevant to the proposed works,

iii. Payment of a Bond before commencement of the works,

iv. Conditions surrounding noise and proposed times of work,

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:54 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

v. Provisions for cleaning and removal of debris,

vi. Conditions surrounding access to common property for trades, equipment and vehicles.

vii. Any other matter relevant to the application.

SPECIAL BY-LAW 12 – Lot 8 Works (passed 2 April 2026)

1. The owners corporation has given authority pursuant s.108 of the *Strata Schemes Management Act 2015* to the owner lot 8/Unit A105 ("the owner"), to add to, to alter and to erect new structures on the common property, by undertaking:

   (a) Replace bath with shower described in the documents submitted by the owners of lot 8, namely the quotation with scope of work from Origin Bathrooms dated 3 February 2026, copies of which form an exhibit to the minutes of the meeting at which this by-law was made; and

   (b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.

3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:

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

   (b) "**Authority**" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the *Environmental Planning and Assessment Act 1979*);

   (c) "**Lot**" means lot 8/Unit A105;

   (d) "**work**" means the work referred to in clause 1 of this by-law;

   (e) Unless the context or subject matter otherwise indicates or requires:

      (i) Reference to the singular includes the plural and vice versa;

      (ii) A thing incudes the whole or part of it;

      (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:55 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(iv) A document includes any amendment or replacement of it;

(v) "Including" and similar expressions are not words of limitation;

(vi) Headings are for convenience only and do not affect the interpretation of this by-law;

(vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

5. Before carrying out work, the owner must:

(a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979*.

(b) Give to the owners corporation evidence at those persons carrying out the work has:

(i) Any requisite current licence to conduct the work;

(ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $10,000,000);

(iii) Insurance if required under Section 92 of the *Home Building Act 1989*;

(iv) Workers compensation insurance if required by law;

(c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;

(d) If the work involves:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation certification from an acoustical consultant approved by the owners corporation, that new flooring will have an acoustical star rating of 5 Stars or better, according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants, such certification to be in favour of the owners corporation;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:56 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(e) If requested by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely affect the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation, such a report to be in writing and include photographs of any area of the building that may be affected by the work;

(iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:

(a) Comply with any condition or requirement of any Authority;

(b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;

(c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;

(d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);

(e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;

(f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:

(i) All noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 9am and 3pm Monday to Friday only and not on a public holiday. Any extremely noisy work (such as work involving the use of jackhammers and rotary hammer drills) outside a single four-hour period between 9am and 3pm in any week (that is from Monday to Friday, excluding public holidays) is prohibited;

(ii) All other work between 9am and 5pm Monday to Friday and 9am to 3pm on a Saturday and not on a public holiday or any other time;

(g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:57 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

(i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

(l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(m) Not use common property power or water;

(n) Give access to the owners corporation's nominee to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee to the Lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If the work involved:

(i) Removing carpet or other soft floor coverings to expose underlying hard floors; or,

(ii) The installation or replacement of wood or other hard floors;

to an area other than a kitchen, bathroom, or laundry, provide to the owners corporation a report from an acoustical consultant approved by the owners corporation, that the new flooring has an acoustical star rating of 5 Stars or better,

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:58 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

according to the Guideline for Apartment and Townhouse Acoustic Rating promulgated by the Australian Association of Acoustical Consultants;

(e) If required by the owners corporation:

(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) Give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) Give a post works dilapidation report prepared by the same person who prepared the report in clause 5(e)(ii).

Use of Work

8. The owner (or other user of the work) must ensure that the use of the work following completion:

(a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;

(b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any Damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and Maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:59 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:

    (a) Performance of the work;

    (b) Use of the work;

    (c) Failure to comply the duty to maintain, repair, renew or replace;

    (d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

    (e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this By-Law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

    (a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

    (b) If the owner fails to comply with the request in sub clause (a):

        (i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

        (ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:60 of 62
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

This is page 59 of a total of 59 pages of the Consolidation of By-Laws. The seal of THE OWNERS – STRATA PLAN NO 100143 was affixed on the 1st **day of** May **2026 in the presence of:**

Authority: Strata Manager

Signature: Electronic signature of me, Paul Culbi. Affixed at my direction on 01/05/2026 at 12:00pm

Name: Paul Culbi

THE OWNERS STRATA PLAN NO. 100143 The Common Seal of

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

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:61 of 62
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Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 100143 was affixed on ^ 01 May 2026 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Electronic signature of me, Paul Culbi.
Affixed at my direction on 01/05/2026 at 12:00pm

Signature: ..... Name: Paul Culbi Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date
* Strike through if inapplicable.

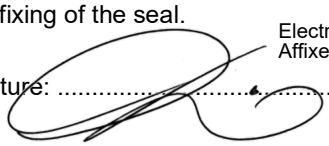
THE OWNERS STRATA PLAN NO. 100143 The Common Seal of

Req:R779961 /Doc:DL AW095252 /Rev:06-May-2026 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:62 of 62
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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 100143 was affixed on ^ 01 May 2026 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Electronic signature of me, Paul Culbi.
Affixed at my direction on 01/05/2026 at 12:00pm

Signature: ..... Name: Paul Culbi Authority: Strata Manager

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date



Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:1 of 24
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Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP100143-1676

Land Registry Document Identification

AS653050

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP100143	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP100143

Other legal entity

Meeting Date

23/08/2022

Repealed by-law No.	
Details	NOT APPLICABLE
Added by-law No.	
Details	SPECIAL BY LAW 1, 2
Amended by-law No.	
Details	NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP100143
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/11/2022

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:2 of 24
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NETSTRATA

By-Laws

Electronic signature of me, Anita Dalag, affixed by me, on 27/10/22 at 10:50 AM Property & Stock Agent Act 2002 Licence No 867112

Strata Plan 100143

305 TRAFALGAR STREET PETERSHAM

"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 13/04/2022

Strata Plan ...100143.... Common Seal

1 Definitions and Interpretation

1.1 Definitions
In these by-laws these terms (in any form) mean:
(a) Act means the Strata Schemes Management Act 2015;
(b) Air Conditioning Unit means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches, etc. that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, existing at the time of registration of the Strata Plan;
(c) Balcony means that part of a Lot which is noted as "B" on the Strata Plan;
(d) Building means the building in which the Parcel is located;
(e) Bike Space means that part of the Common Property as shown as "BS" on the Strata Plan;
(f) Building Management Committee means the committee appointed under the Building Management Statement;
(g) Building Management Statement means the building management statement registered with the Strata Plan;
(h) by-laws means these by-laws;
(i) Car Share Space means that part of the Common Property allocated for use and operation by the Owners Corporation or car share operator as a shared car park space;
(j) Car Space means a part of a Lot or a separate lot which has been or will be allocated for use as a car space, as shown as "CS" or "CST" on the Strata Plan;
(k) Car Wash Bay means that part of the Common Property as shown as "CWB" on the Strata Plan:
(l) Common Property means so much of the Parcel as from time to time is not comprised in any Lot;
(m) Courtyard means the areas shown as "CY" on the Strata Plan;
(n) Council means Inner West Council or its successor;
(o) Development Consent means the development consent (as varied or amended) for construction of the Building;
(p) Disabled Car Space means a part of a Lot or a separate lot which has been allocated for use as a disabled car space, as shown as "DCS" on the Strata Plan;
(q) Excluded Dog means an unregistered, restricted or dangerous dog under the Companion Animals Act 1998;
(r) Facilities Manager means any person or corporation appointed under by-law, whether appointed by the Original Owner or the Owners Corporation;
(s) Fire Safety Device any structure or device contained within a Lot or Common Property that:
(i) monitors or signals the incidence of smoke, heat or fire within the Parcel;
(ii) provides lighting in the case of smoke, heat or fire within the Parcel;
(iii) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
(iv) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or
(v) is required by Law for fire safety or that otherwise improves fire safety;
(t) Garbage Room the garbage and recycling bin areas or rooms located on the Common Property;
(u) Government Agency means any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;
(v) Law includes:
(i) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
(ii) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;
(w) Lift means any lift or lifts located on the Common Property;
(x) Lot means a lot in the Strata Plan;
(y) Motor Cycle Space means that part of the Common Property as shown as "MS" on the Strata Plan:
(z) Occupier means any person in lawful occupation of a Lot or any part of a Lot;
(aa) Original Owner means Petersham Development SPV 1 Pty Ltd ACN 610 178 731;

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:3 of 24
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(bb) Owner means:
(i) except as provided in paragraph (ii), a person for the time being recorded in the register as entitled to an estate in that Lot; or
(ii) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 178 of the Act;
(cc) Owners Corporation means the owners corporation for the Strata Scheme and to the extent permitted by s.36 (3) of the Strata Schemes Management Act, the Strata Committee of the Owners Corporation;
(dd) Parcel means the land comprised in the Strata Scheme;
(ee) Permitted Person means a person on the Parcel with the express or implied consent of an Owner or Occupier;
(ff) Planter means that part of the Building shown as "P" on the Strata Plan;
(gg) Representative means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee;
(hh) Rules means the rules made under these by-laws;
(ii) Screens means any fly screens or other external screen or door which is attached to windows or doors;
(jj) Security Key means any key, swipe card, magnetic or other device used to:
(i) open and close gates or locks; or
(ii) operate alarms, security systems or communications systems; or
(iii) operate any equipment or system if applicable;
(kk) Shared Facilities has that meaning in the Building Management Statement;
(ll) Storage Area means that part of a Lot which is noted as "S" or "ST" on the Strata Plan;
(mm) Strata Committee means the committee established under s.29 of the Strata Schemes Management Act 2015 by the Owners Corporation;
(nn) Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;
(oo) Strata Plan the strata plan registered with these by-laws;
(pp) Strata Scheme the strata scheme constituted on registration of the Strata Plan;
(qq) Substitute Representative means a person appointed by the Strata Committee to represent and vote for the Owners Corporation at meetings of the Building Management Committee if the Representative cannot attend;

1.2 Interpretation
(a) A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
(b) In these by-laws unless the contrary intention appears a reference to:
(i) the singular includes the plural and vice versa;
(ii) any gender includes all other genders;
(iii) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
(iv) this instrument includes any variation or replacement of it.
(c) If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
(d) Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
(e) The word "includes" in any form is not a word of limitation.
(f) A reference to Law includes all Law amending, consolidating or replacing Law.

2 Owners Corporation Consent

2.1 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.

2.2 Subject to an express provision in these by-laws the Owners Corporation must acting reasonably:
(a) give consent conditionally or unconditionally; or
(b) withhold its consent.

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:4 of 24
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2.3 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.

2.4 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
(a) the Owners Corporation at a general meeting; or
(b) the executive committee of the Owners Corporation at an executive committee meeting.

2.5 The Owners Corporation must give any consent required under these by-laws in writing.

3 Laws and Instruments

3.1 Application
These by-laws set out the rules of the Strata Scheme and bind:
(a) Owners;
(b) Occupiers;
(c) the Owners Corporation;
(d) Permitted Persons; and
(e) mortgagees in possession of a Lot

3.2 Rules
(a) The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
(b) The Rules must be consistent with these by-laws.
(c) The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
(d) If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
(e) The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

3.3 Compliance with these By Laws
Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their Invitees and Permitted Persons also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

3.4 Compliance with Laws
Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

3.5 Covenants and Easements
Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

3.6 Levies
Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

3.7 Non-compliance
The following provisions apply if an Owner or Occupier fails to comply with these by-laws:

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:5 of 24
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(a) the Owners Corporation may enforce a by-law by legal means;
(b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
(c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
(i) give the Owners Corporation or persons authorised by it access to the Lot; and
(ii) pay the Owners Corporation for its costs of doing the work;
any monies due to the Owners Corporation, shall upon notice given by the Owners Corporation become a debt due to the Owners Corporation from the date of the notice;
(d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt or as a set off the amount against any amount owed by the Owner;
(e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act; and
(f) The Strata Manager may take any action under this by-law on behalf of the Owners Corporation, whether or not the Owners Corporation has resolved to do so.

3.8 Applications
Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

4 Building Management Statement and Building Management Committee

4.1 Building Management Statement
(a) The Building Management Statement regulates the management and operational issues affecting the Building and Other Lots and includes provisions relating to:
(i) the use and operation of Shared Facilities; and
(ii) the apportionment of costs for Shared Facilities; and
(iii) insurance requirements.
(b) Each Owner and the Owners Corporation must perform and observe the provisions of the Building Management Statement.
(c) When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.

4.2 Building Management Committee
(a) The Building Management Committee is established under the Building Management Statement to administer issues affecting the Building.
(b) The Owners Corporation is a member of the Building Management Committee.

4.3 Appointing a Representative and Substitute Representative
The Strata Committee may:
(a) appoint a Representative and Substitute Representative for the Owners Corporation from one or more of the Strata Committee; and
(b) terminate the appointment of a Representative or Substitute Representative at any time.

4.4 Consents under Building Management Statement
If a consent is required under the Building Management Statement, that consent must be obtained in addition to any consents required under this by-law instrument.

4.5 Inconsistencies
If there is any inconsistency between a by-law and the Building Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Building Management Statement.

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:6 of 24
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Strata Plan 100143
305 TRAFALGAR STREET PETERSHAM

5 Behaviour of Owners, Occupiers and Permitted Persons

5.1 Noise and Vibration
An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might reasonably interfere with another Owner, Occupier's right to peaceful enjoyment of a Lot or the Common Property.

5.2 Behaviour
An Owner or Occupier must not:
(a) obstruct lawful use of Common Property; or
(b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

5.3 Children
An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

5.4 Permitted Persons
An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to reasonably interfere with an Owner or Occupier's or any other Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

5.5 Increasing Insurance
(a) An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
(b) If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
(c) Provided the Owner of the relevant Lot complies with by-law (b), it will not be in breach of by-law (a) with respect to any increase in premium arising out of the use of its Lot.

5.6 Damage to lawns and plants
(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:
(i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
(ii) use for his or her own purposes as a garden any portion of the Common Property.
(b) All plants and planter boxes will be maintained by the Owners Corporation to ensure consistency of appearance.

5.7 Storage of inflammable liquids and other substances and materials
(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
(b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

5.8 Signage
(a) An Owner or Occupier may not place any sign on the Common Property, without the consent of the Owners Corporation and if required, any Government Agency.
(b) By-law 5.8(a) shall not apply to the original Owner of the Lots whilst any Lots remain unsold.

5.9 Smoking
An Owner or Occupier of a Lot shall not permit smoking in the Lot or any part of the Common Property.

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:7 of 24
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6 Common Property and Shared Facilities

6.1 Obligations of Owners and Occupiers
(a) An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
(i) leave anything on Common Property;
(ii) obstruct the use of Common Property;
(iii) use any part of Common Property for the Owner's or Occupier's own purposes;
(iv) erect any structure on Common Property;
(v) attach any item to Common Property;
(vi) do or permit anything to be done to Common Property which might cause damage; or
(vii) alter Common Property.
(b) By-law 18 applies to the carrying out of building works or alterations and may apply to paragraph (iv), (v) or (vi) of by-law (a).
(c) An Owner or Occupier must:
(i) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
(ii) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
(iii) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
(d) Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

6.2 Damage to Common Property
(a) An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior writen approval of the Owners Corporation.
(b) An approval given by the Owners Corporation under by-law 6.1(a) cannot authorise any additions to the Common Property.
(c) If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
(i) promptly notify the Owners Corporation of the damage caused; and
(ii) compensate the Owners Corporation accordingly.

6.3 Fire
The Owners Corporation must:
(a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
(b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
(c) provide a copy of the annual fire safety statement referred to in by-law 6.3(a) to Council.
The Owners Corporation do not have to comply with this by-law if the Building Management Committee have complied with this by-law.

7 Facilities Manager

7.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Facilities Manager to provide management and operational services.

7.2 The duties of the Facilities Manager under an agreement between it and the Owners Corporation may include,

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:8 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

without limitation:
(a) caretaking, supervising and servicing Common Property;
(b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
(c) arranging for the inspection and certification of plant and equipment as required by laws;
(d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
(e) supervising employees and contractors of the Owners Corporation;
(f) coordinating and managing collection of garbage and recyclable materials; and
(g) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.

7.3 The Owners Corporation must accept and comply with the terms of any caretaking agreement entered into by the Original Owner for the purposes of the Strata Scheme prior to the creation of the Strata Scheme, provided that any such caretaking agreement expires at the conclusion of the first annual general meeting of the Owners Corporation.

7.4 Subject to by-law 7.3, the Owners Corporation may enter into a caretaking agreement with a Facilities Manager. Any such caretaking agreement must include provisions for:
(a) the remuneration of the Facilities Manager for the term of the agreement; and
(b) the duties of the Facilities Manager (being any of those listed in by-law 7.2).
(c) and otherwise be on terms and conditions reasonably determined by the Owners Corporation. The agreement may include a provision granting the Facilities Manager possession over part of the Common Property. The Owners Corporation is not obliged to appoint the same Facilities Manager appointed by the Original Owner (if any).

7.5 An Owner or Occupier or any Permitted Person must not:
(a) interfere with or stop the Facilities Manager or the Strata Manager performing their obligations or exercising their rights under their respective agreements with the Owners Corporation; or
(b) interfere with or stop the Facilities Manager or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

8 External Appearance

8.1 General
An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

8.2 Window Coverings
To ensure the architectural integrity of the Building:
(a) window coverings shall be blinds or curtains which viewed from the exterior of the Building must be white or off -white in colour; and
(b) no louvres of any kind may be installed on any window.

8.3 Hanging of Washing & Other Items
An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including from the Balcony or Terrace if they can be viewed from outside the Lot.

8.4 Screens
(a) An Owner or Occupier must not install Screens to an entry door to a Lot.
(b) An Owner or Occupier may install Screens which face the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames. Any enquiries in relation to the colour and finish

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:9 of 24
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must be directed to the Owners Corporation.

8.5 Floor Coverings
(a) 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.
(b) Except where an Owner or Occupier of a Lot is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law (c) has been furnished to the Owners Corporation.
(c) An application for consent by an Owner under by-law (b) must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by -law(a).
(d) This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

8.6 Furniture
Where a floor finish other than carpet and underlay has been installed (whether by the Original Owner or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self-adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

9 Storage Areas on Common Property

9.1 Storage Areas
An Owner or Occupier must:
(a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
(b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
(c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
(d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
(e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
(f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

9.2 Storage Cages
(a) The Owners and Occupiers acknowledge and accept that:
(i) the storage cages are located in the basement of the Building;
(ii) the basement of the Building has been designed with a wet wall system; and
(iii) in times of heavy rain, moisture may be present in these areas.
(b) The Owners and Occupiers must:
(i) take care of all belongings and items stored in the storage cages; and
(ii) not leave any items or value in the storage cages.
(c) Subject to s106 of the Act, the Owners and Occupiers accept that items are stored in the storage cases at their own risk and the Owners Corporation accepts no liability for any damaged items stored in the storage areas as a

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:10 of 24
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result of the wet wall system or otherwise.

10 Accessible Parking Motor Cycle Parking, Car Share Space and Bicycle Parking on Common Property

10.1 Car Parking spaces
(a) Car parking spaces allocated to a Lot must only be used on conjunction with the relevant Lot by an Occupier.
(b) An Owner or Occupier must not lease licence or grant any other rights in respect of any car parking space to any person who is not an Occupier.
(c) An Owner or Occupier will not be eligible to obtain parking permits under any existing or future resident parking scheme for the area in accordance with the Development Consent.

10.2 Car Share Space
(a) The Owners Corporation is permitted to lease or licence the Car Share Space to a car share operator in accordance with the Development Consent such lease or licence is to include a right for the car share operator to install on the Common Property any access points or signs and all necessary equipment required to operate the Car Share Space.
(b) The Owners Corporation, or the car share operator (whichever is applicable), must ensure that at all times there is:
(i) free use and operation of the Car Share Space for the Owners Corporation or car share operator;
(ii) public access to the vehicle parked in the Car Share Space; and
(iii) an effective insurance policy noting the Owners Corporation's interest as landowner for public liability insurance for an amount not less than $20,000,000 in respect of one occurrence.
(c) An Owner or Occupier must not at any time park a vehicle in a Car Share Space.
(d) An Owner or Occupier must not park, stand in or otherwise obstruct a Car Share Space or permit a Car Share Space to be used by any person.

10.3 Parking on Common Property
Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

10.4 Accessible Parking
(a) The Disabled Car Space allocated to a Lot must only be used in conjunction with the relevant Lot by an Owner or Occupier.
(b) An Owner or Occupier must not lease licence or grant any other rights in respect of any car parking space to any person who is not an Occupier.

10.5 Motor Cycle Parking
An Owner or Occupier must only use the Motor Cycle Space for the purpose of parking a motor cycle vehicle.

10.6 Bicycle Parking
(a) An Owner or Occupier may only leave bicycles in the Bike Park areas.
(b) Owners and Occupiers acknowledge that bicycles are left in the Bike Park areas at their own risk and the Owners Corporation accepts no liability for any lost, damaged or stolen bicycles.

11 Car Wash Bay

11.1 Use of Car Wash Bay
(a) Owners and Occupiers may only use the Car Wash Bay for the washing and cleaning of vehicles.
(b) Owners and Occupiers must:

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:11 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(i) not park or stand any vehicle in the Car Wash Bay other than for washing and cleaning the vehicle;
(ii) not permit any other person to park or stand a vehicle in the Car Wash Bay;
(iii) comply with the directions of the Owners Corporation and the Facilities Manager in connection with access to and use of the Car Wash Bay; and
(iv) comply with the Rules and Laws relating to the use of the Car Wash Bay.

12 Keeping of Animals

12.1 Permitted Animals
An Owner or Occupier may keep without the consent of the Owners Corporation no more than 1 dog (other than an Excluded Dog).

12.2 Excluded Dog
An Owner or Occupier must not keep an Excluded Dog and the Owners Corporation will not give consent to the keeping of an Excluded Dog.

12.3 Consent
An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:
(a) any other type of animal; or
(b) more dogs than allowed under by-law 12.1 at the same time.

12.4 Rules
If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:
(a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
(b) must ensure that, when in or any other part of the Building, the animal is accompanied by the Owner or Occupier;
(c) must, when on any other part of the Building, keep the animal appropriately tethered and under control; and
(d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
(i) any noise which is disturbing to an extent which is unreasonable;
(ii) for damage to or loss of property or injury to any person caused by the animal; and
(e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.
(f) This by-law:
(i) applies to any Permitted Person; and
(ii) does not permit the keeping of an Excluded Dog; but
(iii) does not prevent the keeping of a dog used as a guide or hearing dog.

12.5 Notice
(a) Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.
(b) A further breach under this by-law after notice has been served on an Owner or Occupier under by-law (a), will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

13 Cleaning

13.1 Cleaning and Maintenance of Lot
Each Owner and Occupier must keep their Lot:
(a) clean and tidy;
(b) free from rubbish; and
(c) in good repair and condition.

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:12 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

13.2 Windows and Doors
An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass Balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:
(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
(b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

13.3 Balconies
(a) An Owner or Occupier must keep all internal gardens within a Lot and Balconies clean, tidy and well maintained.
(b) If there are planter boxes on or within a Balcony, an Owner or Occupier must:
(i) properly maintain the soil in the planter boxes;
(ii) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
(c) Balconies must not be:
(i) used for the storage of goods; or
(ii) enclosed in any way.

14 Moving Goods and Furniture

14.1 Notice
An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

14.2 Owners Corporation may determine
The Owners Corporation may determine 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.

14.3 Determination
(a) If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on Common Property except in accordance with that determination.
(b) Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
(c) If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 6.2(c).

14.4 Facilities Manager
If the Owners Corporation appoints the Facilities Manager to assist it to perform its functions under this by-law, then and Owner or Occupier must:
(a) make arrangements with the Facilities Manager to transport any furniture or large objects through or on Common Property; and
(b) comply with the reasonable requirements of the Facilities Manager when transporting furniture or large objects through or on Common Property.

15 Garbage Disposal

15.1 General Waste
An Owner or Occupier of a Lot must
(a) only dispose of general waste by placing it in the general waste chute or other receptacle located in a Garbage Room on that Owner or Occupiers level of the Building;

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:13 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) not place any liquids, large items or recyclable waste including bottles, glass and boxes in the general waste chute;
(c) only dispose of recyclable waste by placing it in the appropriate recyclable container located in the Garbage Room on that Owner or Occupiers level of the Building;
(d) only use the Garbage Room located on that Owner or Occupiers level of the Building.

15.2 Council Collection
(a) The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the garbage collection point nominated by Council.
(b) The Owners Corporation must comply with Council requirements for garbage collection.
(c) Other than in accordance with this by-law, garbage, trade waste or recyclable material must not be placed outside the Building at any time.

15.3 Owner and Occupier obligations
An Owner or Occupier of a Lot must ensure that:
(a) garbage is drained and securely wrapped before being placed in the general waste chute;
(b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines; and
(c) bottles are drained and cleaned and not broken before placing them in a recyclable container designated for that purpose.

15.4 Cleaning up spills
(a) An Owner or Occupier of a Lot must immediately clean up any spillage of waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
(b) If an Owner or Occupier of a Lot does not comply with by-law 15.4(a), the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

16 Provision of Amenities or Services

16.1 Subject to by-law 16.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
(a) window cleaning;
(b) garbage disposal and recycling services;
(c) electricity, water or gas supply;
(d) telecommunication service;
(e) landscaping and gardening;
(f) general cleaning; and
(g) security services.

16.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a lot or to an Owner or Occupier, it must indicate in the determination the amount for which, or the conditions on which, it will provide the amenity or service.

17 Security Keys

17.1 Owners Corporation
(a) The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.
(b) The Owners Corporation must make Security Keys available to:
(i) Owner; and
(ii) persons authorised by the Owners Corporation.

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:14 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(c) The Security Keys shall remain at all times the property of the Owners Corporation

17.2 Fee
The Owners Corporation may charge a reasonable fee and/or deposit for an additional or replacement Security Key required by an Owner.

17.3 Occupiers
An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

17.4 Rules
A person to whom a Security Key is made available must:
(a) not duplicate or copy the Security Key;
(b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
(c) use reasonable endeavours to ensure the Security Key remains within that person's control;
(d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation;
(e) return the Security Key to the Owners Corporation upon ceasing to be an Owner or an Occupier, or on the demand of the Owners Corporation; and
(f) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

18 Building Works & Alterations

18.1 Consents
(a) Subject to this by-law 18, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
(b) In addition to the consent of the Owners Corporation under by-law (a), an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.
(c) Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
(d) Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
(e) Consent of the Owners Corporation to the carrying out of the building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

18.2 Notice to Owners Corporation
(a) Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days' notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
(b) The notice under by-law (a) must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
(i) the estimated time period for the carrying out of the proposed alterations or building works;
(ii) the nature and extent of the proposed alterations or building works; and
(iii) whether any Common Property or another Lot will be affected.

18.3 Carrying out of building works or alterations
During the carrying out of any building works or alterations an Owner must:
(a) ensure no damage is caused to services or pipes within the Building;
(b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:15 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(c) repair any damage caused to the Common Property as a result of the building works or alterations;
(d) carry out the building works or alterations promptly; and
(e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

18.4 Audio or Audio Visual Equipment
(a) An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
(b) The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performace of the wall or ceiling will not be compromised by the proposed installation.

18.5 Minor renovations as defined in s.110(3) of the Strata Schemes Management Act 2015 may be approved by the Strata Committee at any meeting of the Strata Committee under s.39 of the Strata Schemes Management Act 2015, and references in the by-laws to the Owners Corporation shall be references to the Strata Committee except for functions reserved to the Owners Corporation under s.36(3) of the Strata Schemes Management Act 2015.

19 Owners Corporation may carry out work

19.1 Owners Corporation rights
(a) The Owners Corporation may do anything on or in a Lot:
(i) which should have been done under these by-laws but has not been done or has not been done properly;
(ii) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
(iii) to gain access to Common Property for any reasonable purpose.
(b) If by-law (a) applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
(c) enter and remain on the Lot for as long as is necessary; and
(d) recover any costs associated with carrying out works under these by-laws from the Owner.

19.2 Notice
(a) An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
(i) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
(ii) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
(b) By-law (a) is in addition to the powers of the Owners Corporation under the Act.

20 Air conditioning

20.1 Exclusive Use
This is an exclusive use by-law made under sections the Act.

20.2 Maintenance
(a) The Owner of each Lot has the exclusive use of the Air Conditioning Unit that exclusively services their Lot at the date of registration of the Strata Plan and has the exlusive right to use the area of the Common Property, if any, where the Air Conditioning Unit is located.
(b) An Owner must maintain and keep the Air Conditioning Unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.

20.3 Use of an Air Conditioning Unit

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:16 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) An Owner or Occupier must not use an Air Conditioning Unit in breach of the Protection of the Environment Operations Act 1997 or any other applicable law.
(b) An Owner may remove and replace an Air Conditioning Unit but must do so at his or her expense and in a workmanlike manner. Any replacement Air Conditioning Unit must be of the equivalent or more efficient energy rating and have the equivalent or reduced noise levels. An Owner must ensure that after an Air Conditioning Unit is permanently removed from the Common Property it is repaied to the standard reasonably required by the Owners Corporation.

20.4 Air Conditioning Unit is Property of Owner
(a) An Air Conditioning Unit remains the personal property of the Owner of the Lot from time to time and each Lot Owner bears the sole responsibility for insuing their Air Conditioning Unit.
(b) An Owner or Occupier of a Lot must not install any component of an Air Conditioning Unit to serve his or her Lot that has a component on any Balcony, deck, terrace or area that is visible from outside the Lot.

20.5 Make Good and Indemnity
(a) Damage to the Common Property adjacent to the Air Conditioning Unit referred to in this by-law caused or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
(b) An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.
(c) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this by-law. The Owner of the Lot remains liable under these by-laws for all obligations under this by-law.

21 Change in Use

21.1 Notice
(a) An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
(b) If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation in accordance with s82 of the Act.

21.2 Restrictions on the Use of Lots:
(a) Lots may only be used as a single residential dwelling for occupation by Owners and Occupiers.
(b) Owners and Occupiers must not use its Lot or permit its Lot to be used:
(i) except for a use permitted by a development consent granted by a relevant authority;
(ii) for any illegal use;
(iii) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
(iv) in any manner that interferes with the reasonable enjoyment of an Owner or Occupier of any other Lot; or
(v) for any industrial or commercial purpose, including backpackers accommodation, serviced apartments or a boarding house.
(c) Owners and Occupiers are directed to by-law 24.

22 Integrity of Fire Safety Systems

22.1 An Owner or Occupier must not:
(a) interfere with or damage any Fire Safety Device; or
(b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:17 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Parcel.

22.2 An Owner or Occupier must:
(a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
(b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
(c) notify the Owners Corporation of a risk of fire other hazard within the Parcel;
(d) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware;
(e) reimburse the Owners Corporation for any costs or changes incurred by the Owners Corporation as a result of an Owner or Occupier activating a Fire Safety Device which results in the Ownes Corporation incurring a cost or charge;
(f) subject to receiving notice under by-law 22.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

22.3 Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

22.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 22.2(f).

22.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under by-law 19.

23 Use of Balconies and Courtyards

23.1 Furniture
(a) An Owner, Occupier or Permitted Person must not, without the written consent of the Owners Corporation, use a Balcony or Courtyard to store furniture, goods or any other item.
(b) Outdoor furniture or other loose items kept on a Balcony or Courtyard must:
(i) have an appearance in keeping with the appearance of the rest of the Building;
(ii) not cause damage or be dangerous or have potential to cause damage or injury;
(iii) be adequately secured to ensure that they do not cause damage to a person or property in windy conditions; and
(iv) not be placed near balustrades in a manner which may create a safety hazard.

23.2 Balustrades, handrail and grilles
(a) Subject to (b), an Owner or Occupier must keep all Balconies, Courtyards, balustrades (including glass balustrades if any), handrails and grilles within or servicing the Owner or Occupier's Lot clean, tidy and well maintained including so much as is Common Property unless:
(i) the Owners Corporation resolves that it will keep the balustrades, handrails and grilles clean; or
(ii) the balustrades, handrail and grilles cannot be accessed by the Owner or Occupier of the Lot safely or at all.
(b) Owners are responsible for the cost of keeping clean that part of the glass balustrades, handrail and grilles of the Lot that cannot be accessed by an Owner or Occupier safely or at all and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
(c) An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in by-law 23.2(a).
(d) An Owner or Occupier must not tint or cover a glass balustrade or place any sign on the balustrade.

23.3 Rules

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:18 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) An Owner of Occupier must ensure animals do not soil on any Balcony surface.
(b) An Owner or Occupier must not:
(i) modify a balustrades of a Balcony or Courtyard in any way; or
(ii) affix or install any item to a wall or ceiling of a Balcony or Courtyard; or
(iii) use the glass balustrade or hand rail for any purpose other than for what it was designed.
(c) An Owner or Occupier must not place item on Balconies which may be capable of falling or being blown by wind off the Balcony or in a manner which might create a safety hazard.
(d) An Owner or Occupier must not place any items on ledges, hand rails or balustrades of Balconies.

24 Planters

The Owners Corporation, or the Facilities Manager if one has been appointed, must ensure that the Planters are properly watered and maintained for the benefit of the Owners and Occupiers.

25 Development Consent Conditions

Owners and Occupiers are required to comply with the provisions of the Development Consent to the extent that apply to a Lot or to Owners and Occupiers.

26 Service of Documents

26.1 Any notice or document referred to in these by laws may be served:
(a) by post or delivery to the mailbox of the Owner or Occupier of a Lot;
(b) by e-mail to any e-mail address of the Owner or Occupier; and by placing the document on a notice board of the main entry to the Common Property.

The Following are the Special By-laws registered with the scheme.

1 Pre-Meeting & Electronic Voting

Registration Date: 27/10/2022

A) Intention
The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting
(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting
The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:19 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability
Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;
(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

2 Absolution of Maintenance Lot Fixtures & Fittings

Registration Date: 27/10/2022

PART 1 - Introduction and Intent
a. This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
b. The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.
c. Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
d. At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
e. This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
a. Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
b. Lot means any lot in the strata plan
c. Owner means the owner of the Lot
d. Owners Corporation means the owners corporation created by the registration of strata plan 100143
e. Internal Area means any area within the envelope of a lot as defined by the Strata Plan
f. Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
a. the singular includes plural and vice versa;
b. any gender includes the other genders;
c. any terms in the by-law will have the same meaning as those defined in the Act; and
d. references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:20 of 24
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within the Strata Scheme;
3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
a. All Cornices
b. All Skirting Boards
c. All Architraves and Internal Door Jams
d. Wall tiles wherever located, including kitchen, bathroom and laundries
e. Floor Tiles wherever located, including kitchen, bathroom and laundries
f. False Ceilings
g. Mezzanines, Stairs and Handrails
h. All paintwork and wall paper
i. The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
a. All taps and internal pipe work
b. Shower screens
c. Bathtub, including internal floor waste and drainage pipes
d. Sinks and hand basins including internal drainage pipes,
e. Cabinets and mirrors
f. Toilet pan, including cistern and internal waste pipes
g. All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;
a. All taps and internal pipe work
b. All internal waste and drainage pipes, including connection to the common stack
c. Bench tops
d. Sinks and insinkerators
e. Ovens, Stoves and Cook Tops
f. All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings
a. All carpet within the lot
b. All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
c. All Floor boards, whether floating or fixed
d. All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas
a. All tiles, pavers and decking
b. All stairs and handrails within the balcony or courtyard area
c. All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
d. All plants and grassed areas within the balcony or courtyard
e. The pruning, trimming or removal of a tree or trees, including damage caused by roots
f. Fences that divide two lots
g. All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances
a. All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:21 of 24
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b. All electrical sockets and wall plates
c. Electrical main and sub-main that services only one lot including fuses wherever located
d. Smoke Detectors that only service one lot
e. Alarm Systems that only service one lot
f. Individual Garage Door Motors
g. Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
h. Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
i. Ceiling Fans
j. Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
k. Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area
a. All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
b. Automatic door closers
c. Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
d. Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.



Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:22 of 24
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

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

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) TORRENS TITLE

For the common property
CP/SP 100143

(B) LODGED BY

Document Collection Box	Name / Company / Address / E-mail / Customer Account Number	CODE
573X	Name Company Network Streta Services Pty Limited 123421L Address P.O. Box 265 HURSTVILLE BC NSW 1481 E-mail anita.dalag@nestrata.com.au Contact Number 8567 6445 Customer Account Number (IF APPLICABLE) Reference 100143	CH

(C) The Owner-Strata Plan No. 100143 certify that a special resolution was passed on 23/8/2022

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

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 1,2
Amended by-law No. NOT APPLICABLE
as fully set out below :

Strata Plan
...100143....
Common Seal

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

(G) The seal of The Owners-Strata Plan No. 100143 was affixed on 27/10/2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :
Name :
Authority :

Electronic signature of me, Anita Dalag, affixed by me, on 27/10/22 at 10:50 AM
Property & Stock Agent Act 2002 Licence No 867112

Signature :
Name :
Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:23 of 24
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Approved Form 10

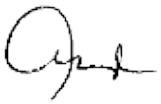
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme SP100143:

*that the initial period has expired.

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

The seal of The Owners - Strata Plan 100143 was affixed 27/10/2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015 to* attest the affixing of the seal.



Signature: ..... Electronic signature of me, Anita Dalag, affixed by me, on 27/10/22 at 10:50 AM
Property & Stock Agent Act 2002 Licence No 867112

Name: **Anita Dalag of Netstrata**

Authority:. **Appointed Managing Agent**



Req:R779964 /Doc:DL AS653050 /Rev:24-Nov-2022 /NSW LRS /Prt:08-Sep-2026 11:58 /Seq:24 of 24
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Owners Corporation Consent Strata Scheme No 100143

Date 27 October 2022

CP/SP 100143

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 100143

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 100143 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws
  Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 100143 was affixed on 27/10/2022 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Anita Dalag, affixed by me, on 27/10/22 at 10:50 AM
Property & Stock Agent Act 2002 Licence No 867112

Strata Plan
...100143....
Common Seal

^ Insert appropriate date

"WARNING"

THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/3907

Fee: $62.00

Certificate Date: 08/09/2026

Applicant	Owner (as recorded by Council)
InfoTrack DX 578 SYDNEY ecertificates@infotrack.com.au	Mr D K Eaves

Subject property address (if applicable)	Legal description
101/305 Trafalgar Street PETERSHAM NSW 2049	Lot 144 SP 100143

Information provided pursuant to *Environmental Planning and Assessment Act 1979* and *Environment Planning and Assessment Regulation 2021*

In accordance with the requirements of section 10.7 of the *Environmental Planning and Assessment Act 1979 ("the Act")* and Schedule 2 of the *Environment Planning and Assessment Regulation 2021,* the following prescribed matters relate to the land at the date of this certificate.

1. Names of relevant planning instruments and Development Control Plans

The following is a list of State Environmental Planning Policies (SEPPs) and proposed SEPPs that may apply to the carrying out of development on the land:

- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*

The following Local Environmental Plan applies to the land:

- *Inner West Local Environmental Plan 2022*

The following Development Control Plan applies to the land:

- Marrickville Development Control Plan 2011

The following proposed Local Environmental Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

NONE APPLICABLE

The following proposed Development Control Plan (which is, or has been, subject to community consultation or public exhibition) applies to the land:

- Draft Inner West Development Control Plan

Note: it has been less than 3 years since the end of the public exhibition period for the draft Development Control Plan.

2. Zoning and land use under relevant environmental planning instruments

Inner West Local Environmental Plan 2022

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that results in appropriate amenity for a high density residential area.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Kiosks; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Emergency services facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Moorings; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Do any additional permitted uses apply to the land?

YES

See Inner West LEP Additional Uses Map for further information.

Are there any development standards that fix minimum land dimensions for the erection of a dwelling-house on the land?

NO

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

2. Zoning and land use under relevant environmental planning instruments

Is the land in a conservation area, (however described)?

NO

Is there an item of environmental heritage, however described, on the land?

NO

3. Contributions plans

1. The following contributions plans apply to the land under Division 7.1 of the *Environmental Planning and Assessment Act 1979*:
   - Section 7.11 and 7.12 Inner West Local Infrastructure Contributions Plan 2023.
   - *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
2. This land is identified as being within a region within the meaning of the *Environmental Planning and Assessment Act*, under Division 7.1, Subdivision 4 –
   (a) The name of this region is the Greater Sydney region.
   (b) The name of the Ministerial planning order in which this region is identified is *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024.*
3. This land is not in a special contribution area to which a continued 7.23 determination applies.
4. In this section –

   Continued 7.23 determination means a s7.23 determination that –
   (a) Has been continued in force by the Act, Schedule 4, Part 1, and
   (b) Has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

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

Housing Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Rural Housing Code

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

Low Rise Housing Diversity Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Pattern Book Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Greenfield Housing Code

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

Inland Code

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

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

Housing Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Development Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Alterations Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Industrial and Business Buildings Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Container Recycling Facilities Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Subdivisions Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Fire Safety Code

YES. Complying Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

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

Can exempt development be carried out on the land?

YES. Exempt Development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* It is necessary to review the Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

6. Affected building notices and building product rectification orders

Is the council aware of an affected building notice (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) in force in relation to the land?

NO

Is the council aware of a building product rectification order (as defined under the *Building Products (Safety) Act 2017*) in force in relation to the land that has not been fully complied with?

NO

Is the council aware of any outstanding notice of intention (as defined under the Part 4 of the *Building Products (Safety) Act 2017*) to make a building product rectification order that has been given in relation to the land?

NO

7. Land reserved for acquisition

Is Council aware of an environmental planning instrument or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

NO

8. Road widening and road realignment

Is the land affected by any road widening or road realignment?

NO

9. Flood related development controls

Is the land or part of the land located within a flood planning area and subject to flood related development controls?

YES

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

YES

In this section—

- **flood planning area** has the same meaning as in the Flood Risk Management Manual.
- **Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.
- **probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

Note:

- The property is located within the Flood Planning Area, as determined through Inner West Council's adopted Flood Studies, and is identified as a Flood Affected Property under Council's Development Control Plan.
- Clause 5.21 – Flood Planning of the Inner West Local Environment Plan 2022 applies all development.
- Further information on flooding, including copies of Council's adopted Flood Studies, can be found on Council's Flooding webpage at https://www.innerwest.nsw.gov.au/rivers-and-waterways/flooding.
- If you wish to obtain specific information about flood levels in the vicinity of the property you may choose to apply for a Flood Certificate. Please see https://www.innerwest.nsw.gov.au/building-and-environment/flood-certificate for further information.
- For further information, please contact Council's Stormwater and Asset Planning Team.

Note:

- The property is located within the affected area of the Probable Maximum Flood, as determined through Inner West Council's adopted Flood Studies.
- Clause 5.22 – Special Flood Considerations of the *Inner West Local Environment Plan 2022* applies to Sensitive and Hazardous development or development that may require the evacuation of vulnerable people.
- Further information on flooding, including copies of Council's adopted Flood Studies, can be found on Council's Flooding webpage at https://www.innerwest.nsw.gov.au/rivers-and-waterways/flooding.
- If you wish to obtain specific information about flood levels in the vicinity of the property you may choose to apply for a Flood Certificate. Please see https://www.innerwest.nsw.gov.au/building-and-environment/flood-certificate for further information.
- For further information, please contact Council's Stormwater and Asset Planning Team.

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

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding?

a) Land slip	**NO**
b) Bushfire	**NO**
c) Tidal inundation	**NO**
d) Subsidence	**NO**
e) Acid sulfate soils	**NO**
f) Contamination	**NO**
g) Aircraft noise	**NO**
h) Salinity	**NO**
i) Coastal hazards	**NO**
j) Sea level rise	**NO**

11. Bush fire prone land

Is any part of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*?

NO

12. Loose-fill asbestos insulation

Does the land include residential premises that are listed in the loose-fill asbestos insulation register maintained by the NSW Fair Trading as containing loose-fill asbestos ceiling insulation?

NO

13. Mine subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

NO

14. Paper subdivision information

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land?

NO

15. Property vegetation plans

Has council been notified that a property vegetation plan is approved (and in force) in relation to the land under Part 4 of the *Native Vegetation Act 2003*?

NO

16. Biodiversity stewardship sites

Has council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

NO

17. Biodiversity certified land

Is the land biodiversity certified under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

18. Orders under *Tree (Disputes Between Neighbours) Act 2006*

Has council been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

NO

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has a current (or previous owner) provided written consent to the land being subject to annual charges for coastal protection services under the section 496B *Local Government Act 1993* that relates to existing coastal protection works?

NO

20. Western Sydney Aerotropolis

Does Chapter 4 of the *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

NO

21. Development consent conditions for seniors housing

Does Chapter 3 of Part 5 of the *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

Do any conditions of a development consent granted after 11 October 2007 that are of the kind set out in Section 88(2) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

NO

22. Site compatibility certificates and development consent conditions for affordable rental housing

1. Is the council aware of a current (or former) site compatibility certificate in relation to proposed development on the land under the *State Environmental Planning Policy (Housing) 2021*?

   NO

2. Do any conditions of development consent that are of the kind referred to in sections 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* apply to the land?

   NO

3. Do any conditions of development consent that are of the kind referred to in clauses 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* apply to the land?

   NO

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

- **NO.** Properties in the Inner West are not provided water or sewerage services under the *Water Industry Competition Act 2006*.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B?

NO

25. Interim development in future infrastructure corridors

Does section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* apply to the land?

NO

MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 TO BE INCLUDED IN S10.7(2) PLANNING CERTIFICATE

Section 59(2) of the *Contaminated Land Management Act 1997* (CLM Act)

Is the land:

(a) Significantly contaminated land within the meaning of the CLM Act?

NO

(b) Subject to a management order within the meaning of the CLM Act?

NO

(c) Subject of an approved voluntary management proposal within the meaning of the CLM Act?

NO

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

NO

(e) Subject of a site audit statement within the meaning of the CLM Act?

NO

Information regarding outstanding notices and orders

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

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

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

General Information

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

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by relevant departments or public authorities.

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

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

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

DANIEL EAST
SENIOR MANAGER STRATEGIC PLANNING

8 September 2026

Infotrack Pty Limited

Reference number: **8005528617**

Property address: **U 101/305-309 Regent St Petersham NSW 2049**

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

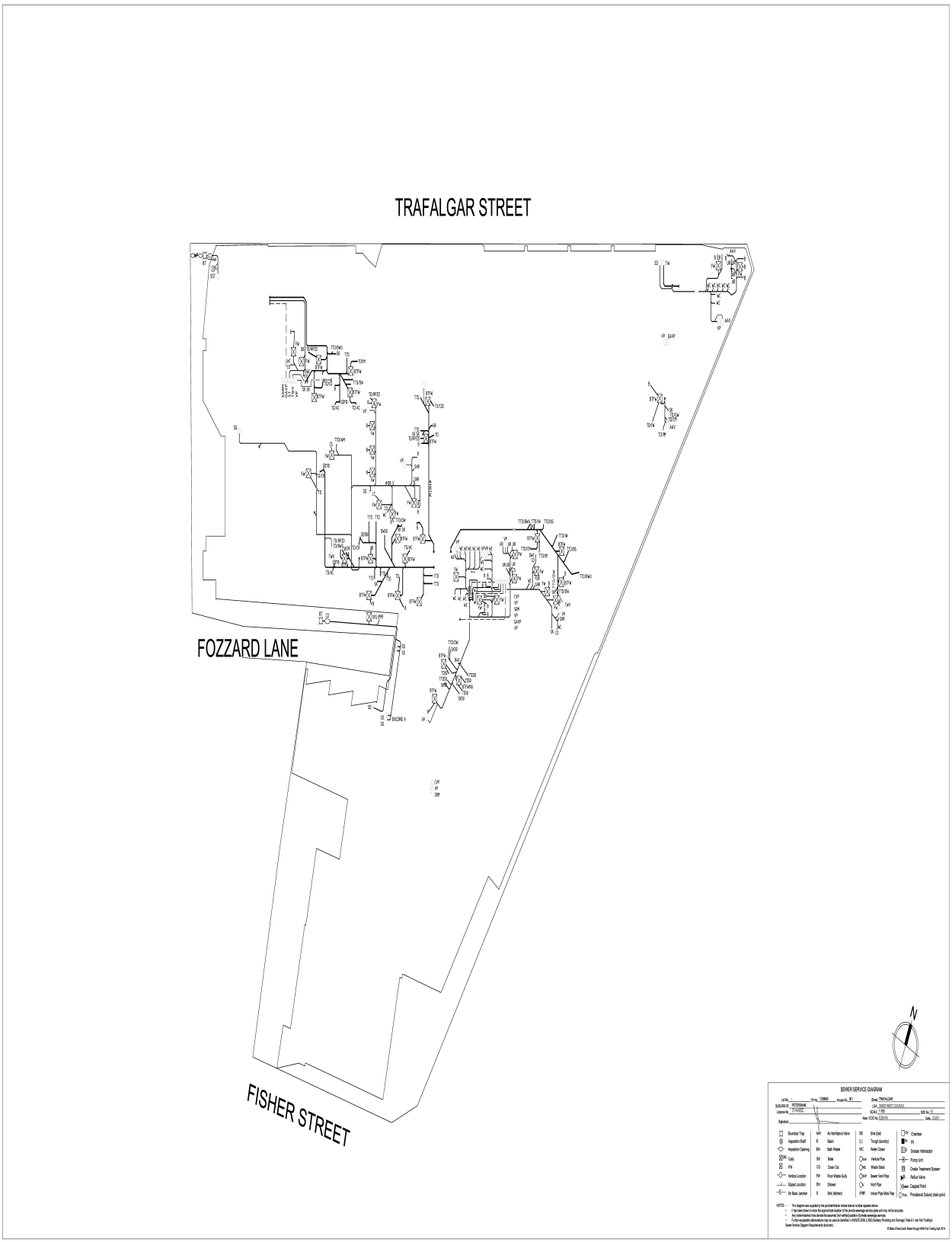
The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Sewer Service Diagram

Application Number: 8005528594



Document generated at 08-09-2026 12:11:30 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**.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:1 of 65
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Approved Form 12	**Building Management Statement**	Sheet 1 of 65 sheets
Office use only Registered 14/03/2022		Office use only DP1256665

Building Management Statement

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

(a) each owner for the time being of any part of the building or its site affected by the statement,

(b) any mortgagee in possession or lessee or sublessee of any part of the building or its site affected by the statement. (See section 196I Conveyancing Act 1919)

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:2 of 65
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Approved Form 12	**Building Management Statement**	Sheet 2 of 65 sheets
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Table of Contents

1. Background and disclosure and nature of this statement 3
2. Definitions and Interpretation 4
3. Members and Occupiers Obligations 11
4. Building Management Committee and Managers 13
5. Meetings and voting 16
6. Appointment of a Manager 18
7. Facilities Manager 19
8. Shared facilities 20
9. Shared Costs 21
10. Access 22
11. Developer access 24
12. Maintenance, repair and upgrading 24
13. Emergency Repairs 25
14. Upgrading and Redevelopment 26
15. Construction period 26
16. Development and Subdivision by the Developer 28
17. Financial matters & insurance 31
18. Books and Records 34
19. Insurances 35
20. Use by a Party of property 36
21. General disputes 37
22. Notices and Service 39
23. General 40

Schedule 1 – List of Shared Facilities 43

Schedule 2 – Division of costs for Shared Facilities 63

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:3 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

1. Background and disclosure and nature of this statement

1.1 Background

(a) "The Siding" is a mixed use development comprised of 4 distinct components, each being a Stratum Lot to be developed as follows:

(i) Lot 1 will comprise of stratum lot for the purposes of a RSL Club;

(ii) Lot 2 will comprise of a stratum lot for retail and commercial purposes and associated car parking;

(iii) Lot 3 will comprise residential apartments, parking spaces and storage spaces and will be subdivided into a Strata Scheme; and

(iv) Lot 4 will comprise of parking spaces for a RSL Club.

(b) The Members are the Owners of the different components of the Building. At "The Siding" the Members will, following completion of the development, comprise:

(i) the owner of Lot 1;

(ii) the owner of Lot 2;

(iii) the owner of Lot 3; and

(iv) the owner of Lot 4.

1.2 Disclosure and nature of this Statement

(a) This Statement is a building management statement under Division 3B of Part 23 of the *Conveyancing Act 1919* (NSW).

(b) On registration of the Strata Plan, subject to the Registrar General waiving the requirement for a strata management pursuant to section 99(2) of the Development Act, this Statement will be taken to be the strata management statement for the for the Building and its site in accordance with section 108 of the Development Act.

(c) By Law, this Statement must:

(i) include the information required by the *Conveyancing Act 1919* (NSW); and

(ii) must not be inconsistent with any conditions imposed before the registration of this Statement by a development consent relating to the Building to which the statement relates or the site, or with any other Law.

(d) This Statement has effect as an agreement under seal binding:

(i) each Owner for the time being of any part of the Building or its site;

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:4 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(ii) a mortgagee in possession or lessee of any such part of the Building or its site.

(e) This Statement will terminate on the date:

(i) agreed to by each Owner for the time being; or

(ii) that a strata management statement is registered if any Lot is subdivided into a strata scheme.

(f) This Statement may be registered on the title to the Land under Division 3B Part 23 of the *Conveyancing Act 1919* (NSW).

(g) If there is any inconsistency between the terms of this Statement and:

(i) any easement, covenant or restriction registered on the title to a Lot; or

(ii) by laws registered for a strata subdivision for a Lot,

the terms of this Statement will prevail to the extent of the inconsistency, unless the Committee passes an Unanimous Resolution to the contrary.

2. Definitions and Interpretation

2.1 Definitions

In this Statement:

(a) **Act** means the Development Act or the Management Act or both as the context requires.

(b) **Application** means each application lodged or to be lodged with the relevant Authority for Approvals.

(c) **Approvals** means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of the Land.

(d) **Authority** means any government or semi government authority or instrumentality, statutory or judicial authority, including Council.

(e) **Authorised Party** has the meaning given in **clause 16**.

(f) **Building** means the improvements erected or intended to be erected on part of the Land generally in accordance with the Development Consent.

(g) **Building Management Committee** means the committee required by the Development Act and the subject of **clause 4**.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:5 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(h) **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Sydney, New South Wales.

(i) **Chairperson** means the person appointed by the Building Management Committee as chairperson from time to time under **clause 4.6(a)**.

(j) **Common Property** means the common property created on registration of a Strata Plan.

(k) **Construction Period** means the period starting on the date of registration of this Statement and ending on the date of registration of the last strata plan to be registered for the Building.

(l) **Construction Works** means all works which are considered, in the absolute discretion of the Developer, necessary or desirable for the Developer to construct the buildings on the Land (including the Building) and install Services including:

(i) building and demolition works;

(ii) installation, augmentation, relocation, connection and temporary disconnection of Services and Shared Facilities;

(iii) placing in the Building anything in connection with (i)-(ii) above including temporary signs, structures, building materials, fences, cranes and other equipment;

(iv) if necessary, making Applications (even if an Approval in respect of the subject matter of that Application has already been granted);

(v) applying to, varying or appealing an Approval;

(vi) dedicating those parts of the Land to be dedicated;

(vii) engaging contractors and consultants to construct the buildings and install the Services; and

(viii) subdividing (including by strata plan) and consolidating of one or more Stratum Lots or any part of the Land.

(m) **Contractor** means a person who provides services to the Building Management Committee who is not the Manager.

(n) **Council** means Inner West Council or its successor.

(o) **Dedicate** includes dedicate or transfer with or without consideration.

(p) **Defaulting Member** has the meaning stated in **clause 17.5**.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:6 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(q) **Developer** means Deicorp Projects Petersham Pty Ltd ACN 602 239 789 or its successors.

(r) **Development Act** means the *Strata Schemes Development Act 2015* (NSW).

(s) **Development Consent** means development consent dated 4 June 2019 with reference no. DA201800173 issued by Council for the development of the Land and the Building as amended or substituted from time to time.

(t) **Easements** means the easements which benefit or burden the Land from time to time.

(u) **Emergency Repairs** means any repairs that require immediate rectification due to the nature of the fault and the impact on the operation, use, or enjoyment of the Building (or any part) or the occupational health and safety of any Occupiers or visitors to the Building.

(v) **Expert** means a person appointed under **clause 21.2(b)**.

(w) **Facilities Manager** means any person or corporation appointed under **clause 7**.

(x) **Facilities Management Fee** means the fee for the Facilities Manager under **clause 7** (and payable in the proportions set out in the Shared Facilities Schedule).

(y) **Insurance** means the insurances taken out by the Building Management Committee under **clause 19.1**.

(z) **Land** means the land that was formerly comprised in folio identifier 1/1253646, prior to stratum subdivision.

(aa) **Law** includes:

(i) the provisions of a statute, rule, regulation, proclamation, ordinance or by law, present or future, whether state, federal or otherwise; and

(ii) a requirement, notice, order or direction received from or given by a statutory, public or other competent Authority.

(bb) **Lot** means a Stratum Lot or a lot in a Strata Plan within the Building.

(cc) **Lot 1** means lot 1 in the Stratum Plan.

(dd) **Lot 2** means lot 2 in the Stratum Plan.

(ee) **Lot 3** means lot 3 in the Stratum Plan.

(ff) **Lot 4** means lot 4 in the Stratum Plan.

(gg) **Management Act** means the *Strata Schemes Management Act 2015* (NSW).

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:7 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(hh) **Management Fee** means the fee for the Manager under **clause 6** (and payable in the proportions set out in the Shared Facilities Schedule).

(ii) **Manager** means the licensed strata managing agent appointed under **clause 6**.

(jj) **Majority Resolution** means a resolution which is passed at a meeting of the Building Management Committee by at least 50% of those present and entitled to vote at the meeting.

(kk) **Members** means those persons described in **clause 4.2**.

(ll) **Occupier** means a person in lawful occupation of a Lot.

(mm) **Officer** means a secretary, chairperson or treasurer of the Building Management Committee or other officer as determined by the Building Management Committee under **clause 4.6(b)**.

(nn) **Owner** means the registered proprietor of a Stratum Lot or a Strata Lot.

(oo) **Owners Corporation** means an owners corporation created upon registration of a Strata Plan (as may be applicable).

(pp) **Party** means a party bound by this Statement as stated in **clause 3.2**.

(qq) **Representative** means a representative of a Member appointed under **clause 4.3** from time to time.

(rr) **Residential Lots** means proposed Lot 3 in the Stratum Plan comprising residential apartments.

(ss) **Resolution** means a Majority Resolution or Unanimous Resolution, as the context provides.

(tt) **Retail Lots** means proposed Lot 2 in the Stratum Plan comprising of retail units.

(uu) **RSL Club** means proposed Lot 1 in the Stratum Plan comprised of a club for the Returned and Services League of Australia.

(vv) **Secretary** means the person appointed by the Building Management Committee as secretary from time to time under **clause 4.4(b)**.

(ww) **Security Key** a key, magnetic or other device used to:

(i) open and close gates or locks; or

(ii) operate alarms, security systems or communications systems; or

(iii) operate any equipment or system if applicable.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:8 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(xx) **Service** means:

(i) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;

(ii) the provision of sewerage and drainage;

(iii) transmission by telephone, radio, television, satellite or other means;

(iv) the provision of security systems; and

(v) any other facility, supply or transmission.

(yy) **Shared Costs** means the following expenses:

(i) in relation to a Shared Facility:

(A) repair, maintenance, cleaning and operating costs (including energy and water usage);

(B) renewal or replacement costs; and

(C) any amount payable to a Contractor under any maintenance or other agreement for services;

(ii) costs of services provided for services as set out in the Shared Facilities Schedule;

(iii) costs of Insurance;

(iv) the fees and administrative costs in relation to this Statement, the Building Management Committee and the Manager; and

(v) any amount determined by Resolution to be Shared Costs.

(zz) **Shared Facilities** means:

(i) the Services, facilities, shared areas, other shared services, machinery and equipment referred to in the Shared Facilities Schedule as may be amended or varied in accordance with this Statement;

(ii) any alterations, additions or replacement of those items, as applicable;

(iii) any pipes, wires, cables and ducts connected to or forming part of these items but not those parts exclusively serving a Member's Lot or Common Property;

(iv) any items necessary to operate or service the facilities, such as cleaning equipment and materials;

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:9 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(v) any area in which the Shared Facilities are located; and

(vi) any Services, facilities, machinery and equipment which the Building Management Committee determines by Resolution are Shared Facilities.

(aaa) **Shared Facilities Register** means any register listing the Shared Facilities for the Building.

(bbb) **Shared Facilities Schedule** means the list of Shared Facilities attached to this Statement in **Schedule 1** and the division of costs for Shared Facilities attached to this Statement in **Schedule 2**.

(ccc) **Statement** means this building management statement.

(ddd) **Strata Lot** means a lot within a Strata Scheme.

(eee) **Strata Plan** means a strata plan under the Act.

(fff) **Strata Scheme** means a strata scheme created on registration of a Strata Plan under the Development Act.

(ggg) **Stratum Lot** means a lot in the Stratum Plan which has not been subdivided by a Strata Plan.

(hhh) **Stratum Lot Owner** means the registered proprietor of a Stratum Lot.

(iii) **Stratum Plan** means stratum plan of subdivision being deposited plan no. DP1256665.

(jjj) **Substitute Representative** means a person appointed by a Member to represent them for the purpose of this Statement as a substitute for their Representative.

(kkk) **Treasurer** means the person appointed by the Building Management Committee from time to time as treasurer under **clause 4.6(b)**.

(lll) **Tribunal** means the Civil and Administrative Tribunal of New South Wales (which may also be called *NCAT*) established by the *Civil and Administrative Tribunal Act 2013* (NSW).

(mmm) **Unanimous Resolution** means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.

(nnn) **Year** means any of the following (as the context requires):

(i) Year 1; and

(ii) a successive 12 month period commencing on the day after the end of Year 1.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:10 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(ooo) **Year End** means the year end for accounting purposes determined by the Building Management Committee in accordance with **clause 17.3(a)**.

(ppp) **Year 1** means the period commencing on the date of registration of this Statement and ending on the Year End.

2.2 **Interpretation**

Unless expressed to the contrary, in this Statement:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) "includes" means includes without limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and

(f) a reference to:

(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

(v) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;

(vi) a right includes a benefit, remedy, discretion or power;

(vii) time is to local time in Sydney;

(viii) "$" or "dollars" is a reference to Australian currency;

(ix) this or any other Statement includes the statement as novated, varied or replaced and despite any change in the identity of the parties;

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:11 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(x) writing includes:

(A) any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and

(B) words created or stored in any electronic medium and retrievable in perceivable form;

(xi) this Statement includes all schedules and annexures to it; and

(xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Statement.

2.3 **Parties Bound Jointly and Individually**

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

2.4 **Headings**

Headings do not affect the interpretation of this Statement.

2.5 **Business Day**

(i) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.

(ii) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.

(iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.

(iv) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

3. Members and Occupiers Obligations

3.1 **Parties Bound and General Obligations**

(a) The Building will, on completion of the Construction Works, have 4 components, being:

(i) Lot 1;

(ii) Lot 2;

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:12 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(iii) Lot 3; and

(iv) Lot 4.

(b) The owners of the components are the Members of the Building Management Committee.

(c) In the event that a Stratum Lot is subdivided by registration of a strata plan, the Owners Corporation in respect of that strata plan becomes a Member in place of the owner of the relevant Stratum Lot.

3.2 **Parties Bound**

This Statement has effect as an agreement under seal binding the Members and every Owner, lessee, Occupier or mortgagee in possession of a Lot in the Building.

3.3 **General Obligations**

The Members must:

(a) promptly comply with their obligations under this Statement and the Act (as and where applicable);

(b) promptly pay their contributions for amounts they owe to the Building Management Committee under this Statement and the Act (as and where applicable);

(c) obey the directions of the Building Management Committee;

(d) make sure the Insurances are effected and maintained;

(e) implement decisions of the Building Management Committee; and

(f) comply with the Easements.

3.4 **Inconsistency**

(a) The by laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.

(b) If a by law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by law.

3.5 **Amending this Statement**

Unless otherwise provided in this Statement or the Act, this Statement can only be amended by a Majority Resolution.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:13 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

4. Building Management Committee and Managers

4.1 Establishing the Building Management Committee

(a) The Members must establish the Building Management Committee within 3 months after the registration of this Statement.

(b) The Building Management Committee cannot be dissolved while this Statement is in force.

4.2 Members of the Building Management Committee

(a) Each Stratum Lot Owner and Owners Corporation is a Member of the Committee.

(b) On registration of this Statement, the Members of the Building Management Committee will be the Stratum Lot Owners in relation to Lot 1, Lot 2, Lot 3 and Lot 4.

4.3 Representatives

(a) Each Member must

(i) appoint a representative;

(ii) give to each other Member notice of the name, address, email address (if applicable) and telephone number of the representative; and

(iii) serve notice on the other Members each time their contact details change.

(b) Each Member may:

(i) change its representative at any time; and

(ii) appoint a casual representative for a particular meeting or meetings.

(c) The representative or casual representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with a resolution or a by law made by the Member.

(d) If a Member is the registered proprietor of more than one Stratum Lot, the Member may appoint one representative to represent the Member for both Stratum Lots.

4.4 Functions

The functions of the Building Management Committee are to:

(a) make decisions about matters delegated to the Building Management Committee under this Statement;

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:14 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) determine and levy contributions for the administrative fund and the capital works fund under **clause 17**;

(c) operate, maintain, renew, replace and control the use of Shared Facilities;

(d) change or add to or extend Shared Facilities;

(e) change or add to or adjust Shared Costs;

(f) effect the Insurances;

(g) appoint and supervise any Contractor or agent engaged by the Building Management Committee;

(h) monitor the Manager;

(i) register any variation to this Statement; and

(j) comply with this Statement and the Act (as and where applicable).

4.5 **Decision Making**

The Building Management Committee can only make decisions in accordance with this Statement and at a meeting by Resolution.

4.6 **Officers of the Building Management Committee**

The Building Management Committee:

(a) must appoint a Chairperson, Treasurer and Secretary as Officers;

(b) may appoint any other Officer who the Building Management Committee considers necessary; and

(c) must immediately appoint a replacement Officer if an Officer vacates his or her position.

4.7 **Eligibility for Office**

Officers must be a Representative, Substitute Representative or the Manager.

4.8 **Appointment of Officers**

(a) The Building Management Committee must appoint Officers within 3 months after the registration of this Statement.

(b) The Building Management Committee may appoint new Officers at any time.

4.9 **Vacating Office**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:15 of 65
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An Officer will have vacated their position if:

(a) they are no longer an Owner, Representative or the Manager;

(b) the Building Management Committee:

(i) dismisses the Officer from their position; and

(ii) appoints a replacement Officer to that position; or

(c) an Officer submits their resignation in writing stating the date which their resignation will become effective.

4.10 **Performing functions**

An Officer must perform his or her functions according to the Act, this Statement and the directions of the Building Management Committee.

4.11 **Functions of Secretary**

The functions of the Secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee including:

(a) answer communications sent to the Building Management Committee;

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

(c) convene meetings and prepare and distribute notices, agendas and minutes for those meetings;

(d) serve notices on behalf of the Building Management Committee;

(e) keep records (other than records which the treasurer must keep) for the Building Management Committee; and

(f) make the records of the Building Management Committee available for inspection.

4.12 **Functions of the Treasurer**

The functions of the Treasurer are to:

(a) prepare budgets;

(b) prepare financial statements;

(c) send out notices for, collect and bank contributions to the administrative fund and the capital works fund;

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:16 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(d) prepare outstanding levy certificates;

(e) arrange for the preparation audit reports;

(f) pay accounts; and

(g) keep the accounting records of the Building Management Committee.

4.13 **Functions of the Chairperson**

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends. The Chairperson may appoint the Manager to chair meetings of the Building Management Committee in the Chairpersons absence or as desired by the chairperson from time to time.

4.14 **Other Appointees**

If the Building Management Committee appoints an Officer under **clause 4.6(b)**, it must clearly define the duties of the Officer.

5. Meetings and voting

5.1 **Holding of Meetings**

The Building Management Committee must hold a meeting:

(i) if a Member requests by notice in writing;

(ii) at least once annually from the date of the first meeting of the Building Management Committee;

(iii) if the Building Management Committee is otherwise required to do so under this Statement; or

(iv) if the Manager determines to hold a meeting.

5.2 **Request for Meeting**

(a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.

5.3 **Notice of Meetings**

(a) The Secretary of the Building Management Committee must normally give at least 5 Business Days' notice of a meeting to each Member in accordance with this Statement.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:17 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.

(c) A notice of a meeting must include:

(i) the time, date and place for the meeting; and

(ii) an agenda for the meeting.

(d) An agenda for a meeting must include:

(i) the terms of the motions for resolution at the meeting;

(ii) the matters requested by notice in writing to be considered at the meeting by Members, Owners or Occupiers;

(iii) a copy of the minutes of the last meeting; and

(iv) include a motion to adopt the minutes of the last meeting.

(e) In the case of an emergency meeting a notice is not required to include the matters set out in paragraphs (iii) to (v) above.

5.4 **Quorum**

(a) At any meeting of the Building Management Committee, a quorum consists of a Representative of each Member.

(b) If a quorum is not present within an hour from the time appointed for a meeting, the meeting is adjourned for 2 Business Days.

(c) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.

(d) The quorum for the adjourned meeting is that number of Representatives present at the time appointed for the adjourned meeting.

(e) At an adjourned meeting, 2 Representatives may constitute a quorum.

5.5 **Voting**

(a) At each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise 1 vote.

(b) The Chairperson does not have a casting vote at meetings of the Building Management Committee.

(c) If the Building Management Committee decide on a matter, it must be decided by a Majority Resolution unless otherwise required by an Act.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:18 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(d) In the event that a vote results in a deadlock between the Members, the motion will be lost.

6. Appointment of a Manager

6.1 Appointment of a Manager

(a) The Building Management Committee may appoint a Manager to assist the Building Management Committee in performing its functions, in particular its financial and secretarial functions.

(b) When appointing a Manager, the Building Management Committee may (but is not obliged to) appoint the same person as a Manager appointed by an Owners Corporation.

(c) Any appointment must:

(i) be in writing;

(ii) be signed by each Member;

(iii) be for a term (with options) not exceeding 2 years;

(iv) reserve to the Building Management Committee the power to continue exercising any or all of the functions delegated to the Manager.

(d) The Building Management Committee must monitor the performance of the Manager.

6.2 Management Fee

If a Manager is appointed, the Members must contribute to the Management Fee in the proportions set out in the Shared Facilities Schedule.

6.3 Delegation of functions

(a) Subject to **clause 6.3(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Manager.

(b) The Building Management Committee may not delegate functions to the Manager which the Building Management Committee may only exercise by Resolution or functions which the Building Management Committee determines by Majority Resolution may only be exercised by the Building Management Committee.

6.4 Manager's Duties

The Manager's duties may include to:

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:19 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) ensure the proper operation, repair, maintenance and renovation and replacement of the Shared Facilities;

(b) effect and maintain Insurance on behalf of the Members;

(c) implement decisions made by the Building Management Committee;

(d) carry out the Building Management Committee's obligations in respect of any maintenance agreement;

(e) undertake secretarial and other functions arising from this Statement;

(f) maintain taxation and other statutory records, provide a public office and obtain an Australian Business Number for the Building Management Committee, and ensure compliance with all legal obligations with respect to taxation;

(g) comply with any obligations of the Building Management Committee under the Management Act or this Statement; and

(h) comply with any other duties determined by Resolution.

7. Facilities Manager

7.1 Appointment

(a) The Building Management Committee has the power to and may:

(i) appoint a Facilities Manager; and

(ii) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its functions in connection with the operation, insurance and repair of the Shared Facilities.

7.2 The Building Management Committee must monitor the performance of the Facilities Manager.

7.3 Delegation of Functions

(a) The Building Management Committee may, subject to **clause 7.3(b)**, delegate some of its functions to the Facilities Manager.

(b) The Building Management Committee may not delegate the following functions to the Facilities Manager:

(i) any functions which the Building Management Committee may only exercise by Unanimous Resolution;

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:20 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(ii) the function to determine and levy contributions on Members; and

(iii) any function which the Building Management Committee decides by Unanimous Resolution may only be performed by the Building Management Committee.

7.4 Facilities Management Fee

If a Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in the Shared Facilities Schedule.

7.5 Obligations of the Facilities Manager

The Building Management Committee may require the Facilities Manager to:

(a) ensure or supervise the proper operation and repair of the Shared Facilities;

(b) implement decisions made by the Building Management Committee;

(c) carry out the obligations of the Building Management Committee in respect of any agreement;

(d) comply with any obligations of the Building Management Committee under the Law or this Statement; and

(e) carry out any other functions agreed between the Building Management Committee and the Facilities Manager.

8. Shared facilities

8.1 Shared Facilities

(a) Shared Facilities are facilities and Services which are used by more than one Member or are located on the land of a Member but used by another Member.

(b) A list of the Shared Facilities is set out in the Shared Facilities Schedule.

(c) As at the date this Statement is registered:

(i) not all of the Shared Facilities may have been included in the Shared Facilities Schedule; and

(ii) not all of the Shared Facilities listed in the Shared Facilities Schedule will be constructed and available for use by the Parties.

8.2 Use of Shared Facilities

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:21 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) The Shared Facilities Schedule specifies which Members and Occupiers are entitled to use each Shared Facility. If the Shared Facilities Schedule does not specify entitlement, each Member is entitled to use and enjoy the Shared Facility unless a specific provision of this Statement provides otherwise.

(b) Each Party must use the Shared Facilities only for their intended purpose and follow the directions of the Building Management Committee.

(c) The Building Management Committee may make rules in relation to the use of any Shared Facility.

8.3 **Maintenance of Shared Facilities**

(a) Except as otherwise specified in this Statement, the Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation and replacement of the Shared Facilities.

(b) The Building Management Committee may at its discretion enter into maintenance agreements with Contractors to maintain the Shared Facilities.

8.4 **Damage to Shared Facilities**

A Party must pay the costs of repair for any damage to the Shared Facilities caused by that Party.

9. Shared Costs

9.1 **Shared Costs**

(a) Subject to **clause 9.2,** the Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in the Shared Facilities Schedule.

(b) Each Member agrees to the apportionment of Shared Costs as set out in Schedule 1 and acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.

(c) The Building Management Committee must advise each Member of its proportion of the Shared Costs and must levy Members for contributions in accordance with **clause 17**.

(d) Each Member must pay its proportion of the Shared Costs.

9.2 **Review of Shared Costs**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:22 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) The Shared Cost must be reviewed as soon as reasonably practicable after any change in the Shared Facilities or services (including any change in the use of the Shared Facilities or services) to ensure that the allocation of those costs remain fair, in accordance with clause 2(1)(e2) of Schedule 8A of the *Conveyancing Act 1919* (NSW).

(b) Even if there is no change in the Shared Facilities or services (or their use), the Building Management Committee must nevertheless review the Shared Costs at least once every five years to ensure that the allocation of the Shared Costs remains fair, in accordance with clause 2(1)(e2) of Schedule 8A of the *Conveyancing Act 1919* (NSW).

(c) If the actual usage of a Member is substantially different to the percentage cost allocation in the Shared Facilities Schedule the Parties must adjust the percentage cost allocation in the Shared Facilities Schedule to accord with the percentages of actual use.

(d) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

9.3 **Government Agency Compliance**

The Building Management Committee must:

(a) arrange for the inspection of Shared Facilities if required by a Government Agency; and

(b) obtain any certification of the Shared Facilities required by Law.

9.4 **Powers of Building Management Committee**

(a) The rights under this **clause 9.4** do not apply during the Construction Period.

(b) The Building Management Committee may vary, modify, add a new facility, repair, renew or replace the Shared Facilities.

(c) The Building Management Committee may add Shared Costs or adjust the division of Shared Costs if required.

10. Access

10.1 **Access to Shared Facilities**

(a) Each Party must give the Building Management Committee, Members and Owners:

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:23 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(i) access to and from the Shared Facilities by the most appropriate means provided access does not unreasonably interfere with that Members, Owners and Occupiers awful use of the area; and

(ii) access to operate, maintain, repair, renovate and replace the Shared Facilities.

(b) Appropriate means of access to a Shared Facility does not include:

(i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot; and

(ii) any other means of access prohibited under this Statement.

(c) Occupiers must give the Building Management Committee, Members, Owners and Occupiers access to use the Shared Facilities located within that Occupiers' Lot in accordance with the provisions of this Statement.

(d) Reasonable notice must be given to an Occupier under **clause 10.1(a)** if access is required to maintain, repair or replace Shared Facilities.

10.2 **Right to Access**

Members, Owners and Occupiers who access parts of the Building in accordance with their rights set out in this Statement must not unreasonably interfere with other Members, Owners and Occupiers lawful use of the Building.

10.3 **Emergency Access**

In an emergency, each Member, Owner and Occupier must give to all Parties access to all exit routes in the Building.

10.4 **Conditions of Access**

Except in an emergency and unless otherwise specified in this Statement, Occupiers may determine the times and reasonable terms of access (including reimbursement of costs) under this **clause 10**.

10.5 **Security Keys**

(a) The Building Management Committee may restrict access to the Building or parts of the Building by means of Security Keys.

(b) The Building Management Committee must make Security Keys available to:

(i) Owners; and

(ii) persons authorised by the Building Management Committee.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:24 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(c) The Building Management Committee may charge a reasonable fee and/or deposit for an additional or replacement Security key required by an Owner.

(d) An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Building Management Committee.

(e) A person to whom a Security Key is made available must:

(i) not duplicate or copy the Security Key;

(ii) immediately notify the Building Management Committee if the Security Key is lost, stolen or misplaced;

(iii) use reasonable endeavours to ensure the Security Key remains within that person's control;

(iv) when requested by the Building Management Committee, immediately return the Security Key to the Building Management Committee; and

(v) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

11. Developer access

While the Developer is an Owner of any Stratum Lot, and while the Developer requires access to Shared Facilities to rectify any defect in Shared Facilities pursuant to any agreement, warranty, contract or Law, the Developer is entitled to exercise all rights of access under **clause 10**.

12. Maintenance, repair and upgrading

12.1 Owners Corporation

(a) An Owners Corporation who is a Member must carry out its obligations under Section 106 of the Management Act.

(b) An Owners Corporation who is a Member must not make a determination under Section 106(3) of the Management Act without the consent of the Building Management Committee.

(c) If an Owners Corporation breaches **clause 12.1(b)**, the Owners Corporation must still maintain, renew, replace or repair the particular item which is the subject of the determination.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:25 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(d) The obligations of a Stratum Lot Owner under **clause 12.1** commence on creation of an Owners Corporation with respect to the relevant Stratum Lot.

12.2 **Stratum Lot Owners**

(a) If a Member is not an Owners Corporation, the Member must properly maintain and keep in a state of good and serviceable repair that part of the Building within the relevant Member's Lot.

(b) The obligations of the a Stratum Lot Owner under **clause 12.2(a)** commences upon the date being the date of first issue of a final occupation certificate with respect to the relevant Stratum Lot after the date of this Statement.

12.3 **Access into other Members' areas**

Each Member must allow the other Members at reasonable times on reasonable notice to access that Member's Lot, or if the Member is an Owners Corporation, the Common Property of the relevant Strata Scheme, in order to have access to:

(a) items within that Member's Lot; or

(b) the Common Property of the relevant Strata Scheme; or

(c) the site of any Easement,

to carry out repairs, maintenance, inspections, tests, renewals and replacements where alternative access is not reasonably available for is likely to be substantially more costly.

12.4 **Exclusion**

Clauses 12.1, **12.2** and **12.3** do not apply to the Shared Facilities.

13. Emergency Repairs

13.1 **Rights of access**

(a) The Building Management Committee and persons authorised by the Building Management Committee can enter and remain in all parts of the Building in order to carry out Emergency Repairs to the Building.

(b) The Building Management Committee must cause as little inconvenience as is reasonable to Members and Occupiers in carrying out its rights under this clause given the type of emergency.

13.2 **Negligence by Member**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:26 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

If the Emergency Repairs carried out by the Building Management Committee are a required as a result of the negligence of a Member or an Occupier, that Member is responsible to reimburse the Building Management Committee for those costs.

14. Upgrading and Redevelopment

14.1 Works

Each Party acknowledges that upgrading and redevelopment works may be carried out to Common Property or to Lots within the relevant Strata Plan or to a Stratum Lot or to any of them.

14.2 Consent

The other Members agree to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member.

15. Construction period

15.1 Construction Period

(a) During the Construction Period the balance of the Building will be built in stages to be determined in the absolute discretion of the Developer.

(b) During the Construction Period, the Parties must allow the Developer and the Developer's employees, contractors and consultants to carry out the Construction Works in any part of the Building on and from the date of this Statement without any need for the approval of the Parties, but subject to the terms of any easements and covenants and to the requirements of any Laws.

15.2 Consent

(a) A Party must consent to, and must execute all documentation and do all things necessary to provide consent to, any plans and documents (including the creation of any Easements and covenants) as required by the Developer for the:

(i) carrying out of the Construction Works; and

(ii) completion of a stage or stages in the Building.

(b) Each Member must:

(i) give consent to and do all things reasonably necessary, including signing all documents and passing resolutions; and

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:27 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(ii) procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot,

if required by the Developer for any matter contemplated under this **clause**.

15.3 **Right to Access**

The Parties will allow the Developer and the Developer's employees, contractors and consultants during the Construction Period to access all parts of the Building which the Developer reasonably requires to access for the purpose of:

(a) carrying out the Construction Works for the relevant stage;

(b) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;

(c) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and

(d) carrying out any work relating to the temporary propping or structural support of the Building.

15.4 **Shared Facilities**

The Parties will allow the Developer and the Developer's employees, contractors and consultants during the Construction Period access to the Shared Facilities and the Building for the purpose of:

(a) connecting, installing, extending, augmenting, maintaining, temporarily disconnecting or accessing any Shared Facilities;

(b) connecting or installing additional Shared Facilities;

(c) relocating existing Shared Facilities; and

(d) completing Construction Works on Shared Facilities.

15.5 **Repair**

The Building Management Committee must procure the Developer to:

(a) repair without delay any damage caused to the Common Property or other parts of the Building as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 15.3**;

(b) not cause unreasonable inconvenience to the Parties as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 15.3**.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:28 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

16. Development and Subdivision by the Developer

16.1 References to Developer

(a) The Owners and Occupiers acknowledge that the Construction Works the subject of this clause may not be carried out by the Developer but may be carried out by a party with the authority of the Developer (**Authorised Party**).

(b) The Owners and Occupiers agree references in this clause to "Developer" are references to the Developer and an Authorised Party.

16.2 Subdivision and Development Works

(a) The Developer may do the following in connection with a Building or a Lot:

(i) effect a development of it or any part of it;

(ii) effect a subdivision of it or any part of it; and

(iii) carry out Construction Works.

(b) If the Developer wants to effect a development, a subdivision or carry our Construction Works to a Building or Lot which is owned by an Owner other than the Developer, then it must exercise its rights in this clause with the written consent of that Owner.

(c) Each Owner agrees development, subdivision and Construction Works by the Developer may be carried out without the consent of that Owner.

16.3 Access

(a) When carrying out development, subdivision or Construction Works, the Developer and the party or parties carrying out the Construction Works, without notice to any Owner:

(i) may access all reasonable and relevant parts of the Building (including Common Property in a Strata Building and Shared Facilities) for the purposes of carrying out the subdivision and Construction Works for such reasonable period of time as may be necessary to carry out the subdivision or Construction Works; and

(ii) may authorise other parties to do so.

16.4 Shared Facilities and Shared Costs

(a) When carrying out development, subdivision or Construction Works, the Developer may access, use, change, relocate, alter, add to or temporarily disconnect any Shared Facility.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:29 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(b) Members, Owners and Occupiers acknowledge:

(i) as a consequence of the Developer carrying out any development, subdivision or Construction Works it may be necessary to alter or add to the Shared Facilities or the Shared Costs to more accurately reflect the arrangements in connection with those facilities and costs; and

(ii) any such change would require an amendment to this Statement registered at NSW Land Registry Services.

(c) Members, Owners and Occupiers agree not to object to any such change or amendment recommended by the Developer and will be regarded as having consented to:

(i) any such change to the Shared Facilities Register; and

(ii) any amendment to this Statement,

which may be recommended by the Developer and which has been notified to the Building Management Committee in writing.

(d) If the Construction Works require an amendment to this Statement:

(i) the Building Management Committee must put in place arrangements to effect the amendment;

(ii) each Member and Owner must vote in the appropriate manner at the relevant meeting to enable the Building Management Committee to fulfil its obligations to make the amendment; and

(iii) without limiting the generality of the preceding clause:

(iv) each Owners Corporation (in its own capacity and as a Member) must pass the necessary resolutions at its own meetings and vote in favour of the necessary resolutions at the relevant meetings of the Building Management Committee;

(v) each Strata Lot Owner must vote in favour of the necessary resolutions at the relevant meetings of its Owners Corporation to enable its Owners Corporation to meet its obligations in this clause; and

(vi) each Stratum Lot Owner (in its own capacity and as a Member) must vote in favour of the necessary resolutions at the relevant meetings of the Building Management Committee.

16.5 **General obligations of the Members and Parties about Construction Works**

(a) Each Member, Owner and Occupier agrees:

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:30 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(i) it will not object to Construction Works by the Developer or by any party authorised by the Developer;

(ii) it will not do anything to hinder or prevent the Developer or any party authorised by the Developer carrying out the Construction Works;

(iii) if its consent is required to an Application to enable the Developer or any party authorised by the Developer to carry out the Construction Works, it will endorse its consent on that Application within 14 days of a request from the Developer to do so;

(iv) if it is required to execute a document to enable the Developer or any party authorised by the Developer to carry out the Construction Works, it will execute that document within 14 days of a request from the Developer to do so; and

(v) if its vote is required at a meeting to enable the Developer to carry out the Construction Works, it will vote in the appropriate manner at that meeting to enable the Construction Works to be carried out.

(b) Without limiting the generality of the preceding clause:

(i) each Owners Corporation (in its own capacity and as a Member) must pass the necessary resolutions at its own meetings and vote in favour of the necessary resolutions at the relevant meetings of the Building Management Committee;

(ii) each Strata Lot Owner must vote in favour of the necessary resolutions at the relevant meetings of its Owners Corporation to enable its Owners Corporation to meet its obligations in this clause; and

(iii) each Stratum Lot Owner (in its own capacity and as a Member) must vote in favour of the necessary resolutions at the relevant meetings of the Building Management Committee.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:31 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

16.6 **Qualification**

Notwithstanding anything to the contrary in this clause, an Owner or Occupier is not obliged to do any act required of it in this clause if it would result in that Owner or Occupier not having access to a Shared Facility which it would have had but for the activity.

16.7 **Indemnity in favour of the Developer**

An Owner or Occupier who breaches its obligations in this clause agrees to indemnify the Developer and keep the Developer indemnified for all costs, losses, expenses and damages incurred by the Developer arising out of breach by that Owner or Occupier.

17. Financial matters & insurance

17.1 **Administrative and Capital Works Fund**

(a) The Building Management Committee must establish an administrative fund and a capital works fund within 3 months of registration of this Statement.

(b) Until such time as a capital works fund report is completed and received by the Building Management Committee, the capital works fund may be determined by the Building Management Committee to be a nominal amount.

(c) As soon as practicable after the capital works fund report is completed and received by the Building Management Committee, the Building Management Committee must determine the contribution of each Member to the capital works fund, having regard to the Shared Facilities and to the recommendations of the capital works fund report.

(d) The administrative fund and capital works fund must be maintained by the Manager or if no Manager is appointed, by the Building Management Committee.

(e) The administrative fund must be used to pay the costs of:

(i) operating and maintenance of the Shared Facilities (including energy and water usage);

(ii) Insurance;

(iii) administration; and

(iv) any other costs which are not amounts which are to be paid from the capital works fund.

(f) The Building Management Committee must use the capital works fund to pay the costs of renewal or replacement of the Shared Facilities.

17.2 **Budget**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:32 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) The Building Management Committee must determine a budget for each 12 month period.

(b) The budget must be based on an estimate of the costs and expenditures to:

(i) pay Shared Costs;

(ii) pay any Management Fees;

(iii) effect the Insurances; and

(iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.

(c) The budget must contain details of:

(i) each item or matter, including Shared Costs, for which a Member is responsible;

(ii) each Member's proportion of a particular matter or item;

(iii) the amount of that proportion to be paid into the capital works fund and administrative fund (if applicable); and

(iv) the amount and date of each payment which a Member must make.

(d) The budget must reflect that until the completion of the Building, only some of the Shared Facilities will be operational.

17.3 **Year End**

(a) The Building Management Committee must determine the Year End for accounting purposes.

(b) The budget must be for the relevant Year.

17.4 **Notice of Payment to Members**

The budget must be submitted to each Member together with a notice advising:

(a) the total expenditure for the 12 month period to which the budget relates;

(b) the amount that each Member must pay in the 12 month period to the administrative and capital works funds in accordance with the budget; and

(c) the date each payment is due.

17.5 **Payment by Members**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:33 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) The Building Management Committee must levy Members for contributions it will need for its administrative fund and capital works fund based on the budget for each Year.

(b) A Member must pay each amount on the date the payment is due.

(c) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

17.6 **Interest for Late Payment**

(a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.

(b) The Building Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the Building Management Committee's bank, building society or credit union at the time of default.

(c) A certificate from the Building Management Committee's bank, building society or credit union stating the interest rate is final and binding on a Member.

17.7 **Financial Statement**

As soon as practicable, but no later than 3 months, after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds of the Building Management Committee.

17.8 **Additional Amounts Payable**

If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

17.9 **Deposit of Moneys**

The Building Management Committee must:

(a) deposit all amounts received from Members into its administrative fund and capital works fund as applicable;

(b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and

(c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

17.10 **Dispute**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:34 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.

(b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

17.11 **Surplus Funds**

The Building Management Committee may decide to distribute surplus funds to the Members by Majority Resolution (having regard to the proportions in which the Members contributed the surplus funds).

18. Books and Records

18.1 **Obligations of the Building Management Committee**

(a) The Building Management Committee must:

(i) keep records and books of account of all the amounts payable and payments made under this Statement;

(ii) enter all matters and transactions usually entered in books of account kept by property managers;

(iii) keep a copy of this Statement;

(iv) keep copies of all agendas, motions and minutes;

(v) hold the executed agreement with the Manager and any other agreements it has entered into in relation to Shared Facilities;

(vi) keep the details of Representatives and Substitute Representatives in accordance with **clause 4.3**;

(vii) keep audit reports and budgets;

(viii) keep notices served on the Building Management Committee and notices served by the Building Management Committee; and

(ix) keep insurance records.

(b) The Building Management Committee must retain all records, agreements and books of account for a period of 6 years.

18.2 **Inspection of Books and Records**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:35 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) Members and persons authorised by Members may inspect the Building Management Committee's records by:

(i) applying in writing to the Building Management Committee; and

(ii) paying the Building Management Committee a fee (determined by the Building Management Committee acting reasonably).

(b) Copies may be taken by persons inspecting the records under **clause 18.2(a)** so long as the Building Management Committee is reimbursed for any costs incurred.

19. Insurances

19.1 Insurances

(a) The Building Management Committee must:

(i) effect building insurance in accordance with the Act or the *Conveyancing Act 1919* (NSW) as applicable including in respect to a damage policy pursuant to item 3 of 'Schedule 8A Building s' *Conveyancing Act 1919* (NSW);

(ii) effect machinery breakdown insurance for Shared Facilities (which are not covered under warranty);

(iii) effect public liability insurance for Shared Facilities;

(iv) effect workers compensation insurance if required by Law;

(v) effect enough insurance cover to pay for increased costs during the period of insurance;

(vi) against the possibility of the Owners becoming jointly liable by reason of a claim arising in respect of any other occurrence against which the Building Management Committee decides to insure;

(vii) against any damages for which the Building Management Committee could become liable by reason that, without fee or reward or any expectation of fee or reward, a person acting on behalf of the committee does work in the Building or on its site; and

(viii) effect any other type of insurance which the Building Management Committee determines by Resolution (such as office bearers liability insurance or workers compensation insurance).

(b) Each Member must have a current public liability insurance policy at all times.

19.2 Insurance Policies

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:36 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

The Building Management Committee must take out each policy:

(a) in the joint names of each Member; and

(b) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.

19.3 **Review Insurances**

The Building Management Committee must:

(a) review the Insurances at least once every 12 months;

(b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and

(c) immediately effect new insurance or adjust existing Insurances if there is an increase in or a new risk to the Building.

19.4 **Payment of Premiums**

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in **Schedule 2 - Division of costs for Shared Facilities**.

19.5 **Affect Insurances**

(a) A Party must not at any time do anything that might:

(i) void or prejudice the Insurances; or

(ii) increase the Insurance premiums,

except with the consent of the Building Management Committee.

(b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.

20. Use by a Party of property

If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Building, that Party:

(a) does so at its own risk; and

(b) releases the other Party from any:

(i) claim and demand of any kind; and

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:37 of 65
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(ii) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Buildings,

unless the damage, death or injury is caused by the negligence of that Party.

21. General disputes

21.1 Notice of Dispute

(a) Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this **clause**.

(b) A Member may at any time notify the other Members of a dispute in connection with this Statement.

(c) A notice advising of a dispute must:

(i) identify the subject matter of the dispute;

(ii) state the facts upon which the Member relies;

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

(iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and

(v) contain any particulars of the amount in dispute (if any).

(d) Members must use all reasonable endeavours to resolve a dispute within 10 Business Days after a notice is served under **clause 21.1(c)**.

(e) If the dispute is not resolved within 10 Business Days from the time of receipt of the notice referred to in **clause 21.1(b)**, a Member may (in the event the Tribunal has jurisdiction in respect of this Statement and the Building) by written notice request the Building Management Committee to convene a meeting to discuss whether to:

(i) refer the dispute for mediation under Part 12 Division 2 of the Management Act; or

(ii) if the dispute is not appropriate for mediation, apply for an order under Part 12 Division 4 of the Management Act.

21.2 Appointment of an Expert

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:38 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of 5 Business Days from the meeting, submit the dispute for decision by an Expert.

(b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of NSW to appoint an appropriate Expert given the nature and subject of the dispute.

(c) The Expert acts as an expert and not as an arbitrator.

(d) Except as to matters of Law, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.

(e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.

(f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.

(g) Each Member may make written submissions to the Expert about the dispute and costs.

21.3 **Submission to Expert**

(a) If a Member makes a submission, that Member must:

(i) submit it within 10 Business Days of the appointment of the Expert; and

(ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.

(b) A Member who makes a submission must:

(i) co-operate with the Expert; and

(ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.

(c) **Clause 21.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

(d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

21.4 **Expert's Determination**

The Expert must:

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:39 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) give reasons for the determination; and

(b) determine how the cost of any determination is paid.

21.5 **Commencement of Action**

(a) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause 21**.

(b) When a dispute concerns a matter that falls within the jurisdiction of the Tribunal (if and when applicable), legal proceedings must, in the first instance, be commenced in the Tribunal.

22. Notices and Service

22.1 **Notices**

(a) A notice or communication under this Statement must be in writing in English.

(b) A notice or communication under this Statement may be given:

(i) by hand, delivered personally to the addressee;

(ii) by facsimile transmission;

(iii) by email; or

(iv) by security post.

(c) A notice is deemed to be given:

(i) if sent by hand, at the time of delivery;

(ii) if sent by facsimile transmission, at the time the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time recorded on the transmission report;

(iii) if sent by email, at the time a delivery confirmation report is received by the sender, which records the time that the email was delivered to the addressee's last notified email address and is prima facie evidence of its receipt by the addressee; and

(iv) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:40 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

22.2 **Service by Facsimile**

Clause 22.1(c)(ii) does not apply if:

(a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or

(b) the transmission report of the sender indicates a faulty or incomplete transmission.

22.3 **Service by Email**

Clause 22.1(c)(iii) does not apply if the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee.

22.4 **Process for service of documents on Building Management Committee**

(a) Each Member must address a notice to the Representative of a Member as notified under **clause 4.3(a)**.

(b) Anything done by a Representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.

(c) All notices required or permitted to be given to the Building Management Committee under this Statement must be in writing, addressed to the Secretary of the Committee and delivered or posted to the following address or transmitted by email or facsimile transmission to the following address or number:

Street Address:	Suite 301, Level 3, 161 Redfern Street, Redfern NSW 2016
Email address	admin@deicorp.com.au
Facsimile Number:	02 8665 4111
Attention:	The Secretary, Building Management Committee – The Siding, 287-309 Trafalgar Street, Petersham, NSW 2049

23. General

23.1 **Waiver**

A provision of or right created under this Statement may only be:

(a) waived if the waiver is in writing and signed by the Member granting the waiver; or

(b) varied if the variation is in writing and signed by each Member.

23.2 **Exercise of a right**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:41 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

(a) A Member may exercise a right:

(i) at the Member's discretion: and

(ii) separately or together with another right.

(b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.

(c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

23.3 **Severance**

(a) Subject to **clause 23.3(b)**:

(i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

(ii) if, despite **clause 23.3(a)(i)**, a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole provision must be severed.

(b) If an event under **clause 23.3(a)** occurs, the remainder of this Statement continues in full force and effect.

23.4 **Consent**

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

(a) give the Member's consent conditionally or unconditionally; or

(b) withhold the Member's consent.

23.5 **Entire Statement**

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

23.6 **To the extent the Law permits**

The terms of this Statement apply to the extent the Law permits.

23.7 **Cumulative rights**

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:42 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

A Member's rights under this Statement are in addition to the rights of the Members at Law.

23.8 **Further assurances**

Each Member at the Member's own expense must:

(a) do everything reasonably necessary to give effect to:

(i) this Statement; and

(ii) the transactions contemplated by this Statement, including the execution of documents; and

(b) make a reasonable effort to cause relevant third parties to do likewise.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:43 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Schedule 1 – List of Shared Facilities

Clauses 8 ("Shared facilities") and **9** ("Shared Costs") without limitation to any other provision of this building management statement have important provisions about the use, costs and operation of Shared Facilities. This schedule should be considered in the context of **clauses 8** and **9**, along with all other provisions as applicable.

This Section describes:

a) The shared facilities;
b) The proportion of the shared costs payable by each of the buildings; and
c) The method of determining the proportions.

In this Section:

1. ***Conducting Medium*** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained and access to each item.

2. ***Service*** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

3. ***Services Apparatus*** means any item of services equipment or any conducting medium.

4. ***Services Equipment*** means an item of plant or equipment in which a service is generated, contained or stores.

5. ***Exclusive Services Apparatus is Services Apparatus*** which is used exclusively by a lot and is located in another lot is to be maintained by the lot that has the exclusive use.

6. ***Access*** to a shared facility or a services apparatus is available to a benefited member for the purpose of using, operating or maintaining the said shared facility or the services apparatus.

7. Where a shared facility has a 100% apportionment to a lot, then that lot has total responsibility for the operation, maintenance and replacement of the said shared facility – and not the Building Management Committee, unless stated otherwise in the shared facility.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:44 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
SF1	Strata Management Services	Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation: a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement; b) Other costs incurred by the Management Committee according to its agreement with the strata manager; and c) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.	14.5%	0.4%	64%	21.1%	1
SF2	Facility Management Services	Facilities management services include the services provided by the manager appointed by the Management Committee. Costs for facilities management services include, without limitation: a) Management fees and other fees that the Management Committee must pay the manager according to their agreement; and b) Other costs incurred by the Management Committee according to	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:45 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Office use only	Office use only
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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		its agreement with the manager.					
SF3	Commercial Exhaust Risers Commercial Exhaust Risers (cont.)	This shared facility includes: a) The fans, exhaust system and ducting to convey exhaust fumes and air from the commercial lots and shared facilities benefiting the retail lots through the risers to the Shared Facilities Plan; b) The service apparatus required to operate this shared facility; c) The maintenance of and when necessary, the replacement of all of the components of the shared facility; d) All of the consumables including electricity required to operate the shared facility; e) Access to the shared facility for operational and maintenance matters; and f) All costs incurred to operate the shared facility as well as the costs associated with the compliance and the obligations of this shared facility.	100%	0%	0%	0%	4
SF4	Insurance	Costs for insurance include, without limitation: a) Building insurance premiums; b) Public liability insurance;	Replacement Value	Replacement Value	Replacement Value	Replacement Value	3

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:46 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and g) Other costs incurred by the Committee to affect an insurance policy or under and existing policy.					
SF5	Car Park Access Car Park Access (cont.)	This shared facility provides vehicular access within Lots 1 to 4. This shared facility includes: a) Installing, maintaining and repairing the roller shutter or boom gate (if any) and other security devices in the car park access ways marked SF5; b) Vehicular access to a lot's car park spaces; c) Maintaining and repairing the car park access way and all services located within it; d) Costs and access associated with the operation, maintenance and replacement of the shared facility; and	0%	0.3%	52.8%	46.9%	2

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:47 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		e) Service apparatus required to operate the shared facility. Any boom gate which services only one lot is excluded from the shared facility.					
SF6	Car Park Ventilation and Lighting System	The car park ventilation and lighting system is located on car park levels and includes: a) The fan room; b) The service apparatus required to operate the shared facility; c) The exhaust system to the point of discharge at ground level, car parking levels and / or on the roof via an exhaust riser; d) The lighting on the car park levels; and e) Costs and access associated with the operation, maintenance and replacement of the shared facility.	0%	0.3%	52.8%	46.9%	2
SF7	Lift	The lift is used for access and egress to and from Basement Level 5 and Ground Level. The shared facility includes: a) Access to the lift; b) The cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the	10%	0%	0%	90%	5

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:48 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Office use only	Office use only
Registered  14/03/2022	DP1256665

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		shared facility.					
SF8	Goods Lift Goods Lift (cont.)	The goods lift is used to convey goods and refuse between the Basement Level 3 and Ground Level. The shared facility includes: a) Access to the goods lift; b) Cost of operation, maintenance and replacement of the lift; and c) The service apparatus required to operate the shared facility.	47%	0%	53%	0%	6
SF9	Loading Dock	The loading dock and its turntable are located on Ground Level. The loading dock can be used by both members for the loading and unloading of goods, furniture and consumables required to operate business, furnish an apartment and the removal of waste. The loading dock can also be used to access the Residential Bulky Waste Holding Area. The shared facility includes the service apparatus required to operate the facility. Costs and access associated with the operation, maintenance and replacement of the shared facility.	95%	1%	4%	0%	5
SF10	RSL Street Awning	The RSL street awning includes:	90%	0%	10%	0%	5

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:49 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		a) The awning fixed above the ground level to provide shelter along Trafalgar Street; b) All supporting structures and anchor points associated with the awnings; c) All costs associated with operating, cleaning, maintaining, repairing and replacing the awnings; d) Safety system on the awning; e) Service apparatus required to operate the shared facility; and f) Costs and access associated with the operation, maintenance and replacement of the shared facility. It does not include any signage, advertising, lighting or associated expenses which are for the benefit and exclusive use of an individual owner or occupier.					
SF11	Gas Infrastructure	This shared facility includes: a) The gas meter and regulator; b) The master data logging system for the gas supply to all lots; c) Main gas regulator; d) Any associated exclusive services apparatus and the	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:50 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; e) Gas pipes, wires, cables and ducts exclusively servicing shared facilities and leading to the various buildings; f) Ventilation system; g) Gas pipes, wires, cables and ducts that service more than that one component; h) Costs and access associated with the operation, maintenance and replacement of the shared facility; and i) The service apparatus required to operate the facility. Gas infrastructure excludes: a) Costs for gas consumption by an individual Member, Owner or Occupier; and b) Pipes, regulators, valves etc. which are for the exclusive use of a member, owner or occupier.					
SF12	Sewerage System	The sewerage system includes: a) Sewer pipes, pumps, vent pipes and hydraulic pipes that service the lots from the boundary trap to the junction point;	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:51 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Office use only	Office use only
Registered  14/03/2022	DP1256665

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
	Sewerage System (cont.)	b) Costs and access associated with the operation, maintenance and replacement of the shared facility; c) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; and d) The service apparatus required to operate the facility. The sewerage system excludes the sewerage components which are located inside each lot which are for the exclusive use of a member, an owner or an occupier.					
SF13	Stormwater System	The stormwater system includes: a) The stormwater tank; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits; d) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus;	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:52 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Office use only	Office use only
Registered  14/03/2022	DP1256665

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		e) The onsite detention tank; f) Drainage pipes into the drainage system; g) Costs and access associated with the operation, maintenance and replacement of the shared facility; and h) The service apparatus required to operate the facility. This shared facility excludes: a) All drainage pipes which exclusive service a lot and are not part of the shared facility.					
SF14	Street Awning	The street awning includes: a) The awning fixed above the ground level to provide shelter along Trafalgar and Regent Streets; b) All supporting structures and anchor points associated with the awnings; c) All costs associated with operating, cleaning, maintaining, repairing and replacing the awnings; d) Safety system on the awning;	20%	0%	80%	0%	5

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:53 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Office use only	Office use only
Registered  14/03/2022	DP1256665

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			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		e) Service apparatus required to operate the shared facility; and f) Costs and access associated with the operation, maintenance and replacement of the shared facility; It does not include any signage, advertising, lighting or associated expenses which are for the benefit and exclusive use of an individual owner or occupier.					
SF15	Cold Water Service Cold Water Service (cont.)	The cold water supply throughout the building is through a network of pipe reticulation, including metering and booster pumps. The cold water supply system includes: a) The domestic pumps and hydraulic pipes which exclusively service shared facilities and more than one strata scheme or lot (or a combination of both). It does not include any hydraulic pipes which are for the exclusive use of a member, owner or occupier; b) Any associated exclusive services apparatus and the lot that has the exclusive use of such apparatus, has the responsibility to operate, maintain and replace such apparatus; and c) Any service apparatus	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:54 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		required to operate the shared facility. Separate meters measure individual member's water consumption. Each member must pay for its own cold water supply for its lot past the point of independent building metering for its building.					
SF16	Fire Control System	The fire control system is an integrated system located throughout the building generally. This shared facility includes, without limitation, each of the following items: a) The fire control room and its ventilation system and lighting; b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system; c) The fire hydrant and sprinkler booster assembly; d) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system; e) The sprinkler water tank; f) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components;	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:55 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
	Fire Control System (cont.)	g) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; h) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; i) Fire indicator panels located on and mimic panels together with their associated electrical components servicing the sprinkler valve room; j) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety; k) Stair pressurisation system; l) All costs associated with obtaining fire safety certification and fire safety statements; and m) The service apparatus required to operate the facility. The fire system does not include: a) Additional fire safety equipment or services					

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:56 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		installed by a member, owner or occupier.					
SF17	Fire Stairs	This shared facility includes: a) The stairs and egress corridors; b) Access to the shared facility; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; and d) The service apparatus required to operate the facility.	14.5%	0.4%	64%	21.1%	1
SF18	RSL Signage	This shared facility is for signage associated with the RSL Club affixed to the northern facade of the building at street level and roof level. a) Cost of maintaining, repairing and replacing the signage; and b) The service apparatus required to operate the facility.	100%	0%	0%	0%	4
SF19	Signage Signage	This shared facility is any directional signage associated with access to the car park, lane ways, communal facilities and other shared facilities and includes: a) Cost of maintaining, repairing and replacing the directional signage within the building; and b) The service apparatus	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:57 of 65
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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
	(cont.)	required to operate the facility. This shared facility does not include signage installed for the exclusive use of a lot or signage for any other purpose than noted above.					
SF20	Public Access Area	The public access area is part of the ground floor area of Lot 3 which is external to buildings. The public access area provides pedestrian access between Regent Street and Fozzard Lane. It is available for use by the general public between the hours of 7:00am and 6:00pm – 7 days per week or at other times determined buy the building management committee. The costs for this shared facility include, but are not limited to, the costs for: a) Maintaining, repairing the lift, security gates, fencing and the paved areas of the public access area; b) Maintaining, repairing, servicing, landscape gardens for the public access area; c) Service agreements between landscaping agents, companies and landscaping service providers for the public access area; d) Structural repairs for the public access area; e) Capital expenditure to the public access area; and	18.4%	0.5%	81.1%	0%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:58 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		f) The service apparatus required to operate the shared facility.					
SF21	Retail Plant Room Retail Plant Room (cont.)	This shared facility includes the required installations to provide hot water, air conditioning, ventilation, and hydraulic services to the Retail Lot and is located on the roof of Building B and includes: a) Condenser / compressor units; b) Refrigerant pipes; c) Electrical wiring; d) Drainage pipes; e) Fans; f) Hot water heaters; g) Electronic equipment; h) Service apparatus required to operate this shared facility; and i) Costs and access associated with the operation, maintenance and replacement of the shared facility.	0%	100%	0%	0%	1
SF22	RSL Grease Arrestors	The two grease arrestors are located on basement level 2 and are for the use by Lot 1. The shared facility includes: a) Water consumption of the grease arrestors; b) Ventilation ducting to the roof, which is for the exclusive use of the grease arrestor and any	100%	0%	0%	0%	4

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:59 of 65
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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		associated taps and / or mechanical services; c) Clearing of the grease arrestors and any leakages from the grease arrestors; d) Access to the shared facility for operational and maintenance matters; and e) Service apparatus required to operate the shared facility.					
SF23	Pest Control	This shared facility includes: a) Regular inspections of shared facilities for pest infestations; and b) Treatment of shared facilities for pests (including preventative treatments).	14.5%	0.4%	64%	21.1%	1
SF24	Retail Grease Arrestor	The grease arrestor is located on basement level 2. The grease arrestor is for the use by Lot 2. The shared facility includes: a) Water consumption of the grease arrestor; b) Ventilation ducting to the roof, which is for the exclusive use of the grease arrestor and any associated taps and / or mechanical services; c) Clearing of the grease arrestor and any leakages from the grease arrestor;	0%	100%	0%	0%	4

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:60 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		d) Access to the shared facility for operational and maintenance matters; and e) Service apparatus required to operate the shared facility.					
SF25	Car Share Space	Includes a car space on basement level 2 and access thereto. The car space in this shared facility have been allocated for "car share" parking spaces in accordance with the Development Approval. Costs and access associated with the operation, maintenance and replacement of the shared facility.	0%	0%	100%	0%	4
SF26	RSL Plant Rooms	This shared facility includes the required installations to provide hot water, air conditioning, ventilation, and hydraulic services to the RSL Club and is located on the roof of Building B and includes: a) Condenser / compressor units; b) Refrigerant pipes; c) Electrical wiring; d) Drainage pipes; e) Fans; f) Hot water heaters; g) Electronic equipment; h) Service apparatus required to operate this shared facility; and	100%	0%	0%	0%	4

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:61 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		i) Costs and access associated with the operation, maintenance and replacement of the shared facility.					
SF27	Cleaning	This shared facility includes all costs incurred by the Management Committee to clean all shared facilities identified in this schedule. This shared facility excludes the cleaning of the external areas of building.	14.5%	0.4%	64%	21.1%	1
SF28	Electricity Consumption by Shared Facilities	This shared facility includes the cost of the electrical consumption of the shared facilities where such a facility does not have their own separate electrical metering system. This shared facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.	14.5%	0.4%	64%	21.1%	1
SF29	Accounting, Audits and Taxation Fees	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and / or auditor appointed by the Committee according to this Management Statement. It includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:62 of 65
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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION)	SHARED FACILITY OR SERVICE INCLUSION	STRATUM LOTS BENEFITED BY APPORTIONMENT OF COSTS				COST ALLOCATION METHOD
			RSL Club Stratum Lot 1	Retail Stratum Lot 2	Residential Stratum Lot 3	RSL Carpark Stratum Lot 4	
		access.					
SF30	Legal Fees	This shared service includes legal fees incurred by the Committee.	14.5%	0.4%	64%	21.1%	1
SF31	Consultant's Fees	This shared service includes consultant's costs including, without limitation: a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; and c) Preparation of WHS audit report and any other reports required by the Committee.	14.5%	0.4%	64%	21.1%	1

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:63 of 65
© Office of the Registrar-General /Src:InfoTrack /Ref:20261122

Schedule 2 – Division of costs for Shared Facilities

This Schedule 2 sets out the percentage of the total cost for each shared facility (including a shared service or shared area) as set out in Schedule 1 that each Member must pay. See Schedule 1 for an explanation of each shared facility (including a shared service or shared area).
This Section describes the cost allocation methods used for dividing Shared Costs.

Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.

Method 2

The relative proportion of the number of car parking spaces allocated to each Stratum Lot.

Method 3

Proportion based on the relative replacement cost value of each Stratum Lot as required by the Strata Schemes Management Act 2015.

Method 4

The Shared Facility is for the exclusive benefit of a Stratum Lot.

Method 5

The estimated proportional usage of the Shared Facility by those benefited members.

Method 6

The proportion of waste generated by each stratum lot as quoted in the Waste Management Plan.

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:64 of 65
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Execution Page

Executed by **Petersham Development SPV 1 Pty Ltd ACN 610 178 731** in accordance with section 127 of the *Corporations Act* 2001 (Cth)

.....
~~Director~~/Secretary

.....
Director

Daniel Fitzgerald
.....
Name of ~~Director~~/Secretary (print)

Barry Cottrell
.....
Name of Director (print)

Consent of Mortgagees

Signed sealed and delivered by **MCH Agency Services Pty Ltd (ACN 636 392 928)** attorneys (who by signing this document confirm that they do not have notice of termination, or suspension of the power) under the power of attorney specified:

.....
Signature of witness

JUSTIN HYNES
.....
(Print) Full Name

2 RIDGE ST, NORTH SYDNEY NSW 2060
.....
Address of Witness

.....
Signature of attorney

(Print) Full Name: GRAHAM MCNAMARA

2 RIDGE ST, NORTH SYDNEY NSW 2060
.....
Address of Attorney

Power of attorney dated 14.01.20

Book: 4770

Number: 620

Req:R945528 /Doc:DP 1256665 M /Rev:14-Mar-2022 /NSW LRS /Prt:09-Oct-2026 09:01 /Seq:65 of 65
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Approved Form 12	**Building Management Statement**	Sheet 65 of 65 sheets
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.....
Signature of witness

GIA TAMAYO
.....
(Print) Full Name

2 RIDGE ST, NORTH SYDNEY
NSW 2060
.....
Address of Witness

.....
Signature of attorney
(Print) Full Name: JUSTIN HYNES
2 RIDGE ST, NORTH SYDNEY
.....NSW 2060.....
Address of Attorney

Power of attorney dated 14.01.20
Book: 4770
Number: 620

Executed by **Deicorp Projects Petersham Pty Ltd (ACN 602 239 789)** in accordance with section 127 of the *Corporations Act* 2001 (Cth):

.....
Signature of sole director and secretary
Fouad Deiri