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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Adrian William Real Estate 270-276 King St, Newtown NSW 2042	phone: 0421 749 644 email: JosephL@adrianwilliam.com.au ref: Joseph Lombardo
co-agent		
vendor	ALEKSANDAR BOSHESKI AND ANNA BOSHESKI	
vendor's solicitor	Anne E Clarke Solicitor, 37 Morris St Summer Hill NSW 2130	**phone**: (02) 9716 7890 **email**: rosa@aecsolicitor.com.au **ref**: 1673 Bosheski
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	135/22 Hudson Street LEWISHAM NSW 2049 LOT 86 STRATA PLAN SP94030 Folio Identifier 86/SP94030	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☐ curtains	☐ insect screens	☐ range hood
	☒ blinds	☒ dishwasher	☒ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☐ ceiling fans	☐ fixed floor coverings	☐ pool equipment	☒ stove
	☐ clothes line	☐ other:		

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

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	Anne E Clarke and Co Solicitors 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)

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

Strata Sense
Suite 903 418a Elizabeth Street Surry Hills
1300 859 044

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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.

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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.

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WARNINGS

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

Australian Taxation Office	**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.**

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

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

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*;

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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 3.4 can operate more than once.

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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*.

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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*.

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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.

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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.

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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).

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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SPECIAL CONDITIONS

REFERRED TO IN ANNEXED CONTRACT FOR SALE OF LAND

DATED THE	DAY OF 2026	
BETWEEN	**ALEKSANDAR AND ANNA BOSHESKI**	AS VENDOR
AND		AS PURCHASER
FOR	135/22 HUDSON STREET LEWISHAM, NSW 2049	AS PROPERTY

If there is any inconsistency between any clause in the printed form and any typed clause in this contract, the typed clause shall prevail

33. Acceptance of Condition, Defects, Breach of Legislation etc.

It is hereby acknowledged between the parties hereto that the particulars noted in the Contract for Sale of Land are a general reference only and the Purchaser acknowledges that it/he/she has made all necessary searches, inspections and enquiries in the matters noted or referred to therein and shall not make any objection, requisition or claim for compensation in respect of any matter so noted or referred or any mis-description of any such matter by virtue of the general particulars so noted.

34. Property sold in present state

The property is sold with all faults and defects (if any) whether patent or latent, subject to any infestations and dilapidations and subject to all existing services and the Purchaser acknowledges that he has acquainted himself with the state and condition of the property (including any buildings and improvements thereon) and has satisfied himself on all matters pertaining thereto.

The Purchaser acknowledges that any furniture and chattels included in this sale are used goods and are sold in their present condition without any warranty as to condition or fitness. The Vendor shall not be liable for any fair wear and tear of any such furniture and chattels as from the date of this Contract.

Subject to the rights of the Purchaser pursuant to s52A(2)(b) of the Conveyancing Act 1919, the Purchaser shall not make any objection, requisition or claim for compensation arising out of any of the matters referred to in this Special Condition.

35. Party dying or Becoming Mentally Ill

Notwithstanding any rule of law or equity to the contrary, should either party prior to completion die or become mentally ill, then the other party may rescind the within Contract and the provisions of Clause 19 of the Contract shall apply. The right to rescind under this clause must be exercised within fourteen (14) days of the party exercising the right receiving notice in writing of the happening of an event giving rise to such right. Such notice must specify the ground and the facts giving rise to the claim. If such notice is not given in this time, the right is lost.

36. Party Becoming Bankrupt

Notwithstanding any rule of law or equity to the contrary, should the Purchaser prior to completion be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolved to go into liquidation or have a petition for the winding up presented or enter into any scheme or arrangement with its creditors under the Corporations Act or should a liquidator, receiver or official manager be appointed, then the Purchaser shall be deemed to be in default of this Contract and the provisions of Clause 9 of the Contract shall apply.

37. Notice to Complete

If completion of this Contract has not been effected by the completion date (as required by Clause 15 of the Contract) then either party may give the other a notice in writing requiring completion hereof to be effected on a date two (2) weeks after the date of the giving of that notice and making time of the essence of this Contract in respect of the time specified in that Notice. If the Vendor issues a Notice to Complete, the Purchaser shall allow the Vendor at Settlement an amount of $250.00 plus GST. The payment of such monies is an essential term of this contract.

38. Real Estate Agent

The Purchaser warrants that he/she was not introduced to either the property or the Vendor by any Real Estate Agent other than the Agent specified in this Contract and hereby agrees to indemnify the Vendor in respect of any claim for commission, costs and expenses which may be incurred by the Vendor arising out of any breach of this Warranty. This Condition will not merge on Completion of this Contract but subsist independently thereof for the benefit of the Vendor. The Vendor warrants that they have not signed an agency agreement with any real estate agent other than the agent named on the front page of the contract.

39. Release of Deposit

Notwithstanding Clauses 2 and 3 in this Contract the Purchaser acknowledges that the Stakeholder named herein is at liberty to release to the Vendor the full deposit paid herein in order that the Vendor can utilise the said deposit as deposit monies on entering into a Contract for Sale of Land to purchase property and, if necessary, for payment of stamp duty on said property. The Stakeholder is authorised to release the deposit to the Vendor upon written advice from the Vendor or the Vendor's solicitor as to details for the proposed purchase by the Vendor notwithstanding that confirmation has not been received by the Stakeholder from the Purchaser. The Purchaser warrants that it will, if requested by the Vendor or the Vendor's solicitor, provide written confirmation to the Stakeholder to release the deposit to the Vendor. If the deposit is released in accordance with this special condition then the Vendor's Solicitor must notify the Purchaser's Solicitor of the details of where the deposit is to be held and the deposit shall not be further released before completion.

40. Interest on Purchase Money

If the Purchaser fails to complete the purchase within the time specified the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase price payable, interest on the balance calculated at the rate of 10% per annum computed from the expiration of the period specified to the date on which completion takes place. Payment of interest in accordance with this clause is an essential term of this Agreement. This clause does not apply if the failure of the Purchaser to complete on the date stipulated for completion is caused solely by the Vendor.

41. Swimming Pool Conditions

The Purchaser acknowledges that it is aware that if there is a swimming pool on the property, the Vendor is unaware whether the said pool complies with the regulations of the Swimming Pool Act, 1992. The Purchaser acknowledges that it shall not be entitled to make any objections, requisitions, and claim for compensation or delay completion arising from any non-compliance with the Swimming Pool Act, 1992.

42. Deposit by Instalments

Notwithstanding clause 2.2, the Purchaser shall pay the total deposit of $ as specified on the front page of the contract in the amounts and upon the dates as follows:

$ – upon the date of this contract, and

$ – upon the first to occur of:

(i) completion of this contract, and

(ii) the date upon which the Vendor terminates this contract due to default by the Purchaser.

Notwithstanding clause 2.2, the Purchaser shall pay the instalment of the deposit payable upon completion by electronic transfer through the PEXA workspace. As provided for in clause 2.3, time is essential in the due payment of this instalment of the deposit.

The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and, in particular, from the Agent or any representative of the Vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this contract.

43. Claim for Compensation

The provisions of Clause 7 of the printed form of agreement are deleted. Any claims for compensation shall be deemed to be an objection or requisition for the purposes of Clause 8 of the printed form of agreement.

44. Severability

In the event that any one or more items, conditions or other provisions of this Agreement are found or held to be unlawful or unenforceable at law, it or they shall be deemed to be void and severed from this Agreement but all other terms, conditions and provisions of the agreement shall remain valid with full force and effect at law.

45. Requisitions on Title

The Vendor shall not be required to answer requisitions on title that are not in the form annexed hereto.

46. Electronic Settlement (PEXA)

If settlement takes place through the PEXA workspace, no 'cheque direction' will be provided as all amounts required for settlement will be entered into the distribution account in the PEXA workspace and will be sufficient evidence of distribution of settlement proceeds.

47. Special Levies

This Clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community

Scheme (or on completion is to be a Lot in a Scheme of that kind).

47.1. Notwithstanding any other provisions of this Contract, the Vendor and Purchaser covenant and agree that if a contribution is not a regular periodic contribution and irrespective of whether or not it is disclosed in this Contract, the Vendor is liable for it if it is payable before the date of Contract and the Purchaser is liable for it if it is payable on or after the date of Contract. If it is payable by instalments, then the Vendor is liable for all/any instalments payable prior to the date of this Contract and the Purchaser is liable for all/any instalments payable on or after the date of Contract.

47.2. The Purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract, and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order and/or a proposed special levy.

47.3. Clause 23.5.2 is amended by the deletion of the words “but is disclosed in this contract”;

47.4. Clause 23.6 is amended by the deletion of the words “and is not disclosed in this contract”;

47.5. Clause 23.6.1 is deleted

47.6. Clause 23.6.2 are deleted and replaced with “the purchaser is solely liable for it if levied on or after the contract date.”; and

47.7. Clause 23.9.1 is deleted.

48 Adjustment and if any error

The parties agreed to adjust the usual outgoings and all amounts pursuant to the contract on completion. However, if any amount is incorrectly calculated, adjusted or overlooked during the settlement, the parties agree to correct such error and to reimburse each other accordingly on notice even after settlement. This clause shall not merge on completion.

49. 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.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the property for land tax purposes for the current year?
    (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
    (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

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(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989*.

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

17. In relation to any swimming pool on the property or the parcel:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

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

Affectations, notices and claims

19. In respect of the property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
(c) Is the vendor aware of:
- (i) any road, drain, sewer or storm water channel which intersects or runs through them?
- (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
- (iii) any latent defects in them?

(d) Has the vendor any notice or knowledge of them being affected by the following:
- (i) any resumption or acquisition or proposed resumption or acquisition?
- (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
- (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
- (v) any realignment or proposed realignment of any road adjoining them?
- (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 86/SP94030

SEARCH DATE	TIME	EDITION NO	DATE
9/2/2026	4:20 PM	5	20/6/2025

LAND

LOT 86 IN STRATA PLAN 94030
AT LEWISHAM
LOCAL GOVERNMENT AREA INNER WEST

FIRST SCHEDULE

ALEKSANDAR BOSHESKI
ANNA BOSHESKI
AS JOINT TENANTS (T AK880237)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP93231
2 AV168562 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the

Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP93231

SEARCH DATE	TIME	EDITION NO	DATE
11/2/2026	8:03 AM	9	5/12/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 93231 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LEWISHAM
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP93231

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 93231
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA PLUS PTY LTD,
P O BOX H181,
AUSTRALIA SQUARE NSW 1215

SECOND SCHEDULE (63 NOTIFICATIONS)

1 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 38 & 136
SP94594 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP93231
3 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP93231
4 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT
5 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
6 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1210614
7 DP1210614 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
8 DP1210614 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1210614 EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
10 DP1210614 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (63 NOTIFICATIONS) (CONTINUED)

DESCRIBED

11 DP1210614 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

12 DP1210614 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED

13 DP1210614 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

14 DP1210614 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

15 DP1210614 EASEMENT FOR FIRE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

16 DP1210614 EASEMENT FOR FIRE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

17 DP1210614 EASEMENT FOR ACCESS AND USE OF THE GARBAGE COLLECTION ROOM,LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

18 DP1210614 EASEMENT FOR ACCESS AND USE OF THE HYDRANT AND SPRINKLER PUMP ROOMS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

19 DP1210614 EASEMENT FOR ACCESS AND USE OF THE COLD WATER PUMP ROOM VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED

20 DP1210614 EASEMENT FOR ACCESS AND USE OF THE HOT WATER FACILITIES ROOM VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED

21 DP1210614 EASEMENT FOR ACCESS AND USE OF THE MDF & COMMS ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

22 DP1210614 EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

23 DP1210614 EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED

24 DP1210614 EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED

25 DP1210614 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

26 DP1210614 EASEMENT FOR MAINTENANCE AND ACCESS TO STORMWATER PITS 2 AND 1.6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

27 DP1210614 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (63 NOTIFICATIONS) (CONTINUED)

		TITLE DIAGRAM
28	DP1210614	POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN THE S. 88B INSTRUMENT
29	DP1210614	EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL SWITCH ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
30	DP1210614	EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
31	DP1210614	EASEMENT FOR ACCESS AND USE OF THE AIR CONDITIONING EQUIPMENT 0.8 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
32	DP1210614	EASEMENT FOR ACCESS AND USE OF CAR WASHING BAY 3.65 METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
33	DP1210614	EASEMENT FOR ACCESS AND USE OF SEWER CONNECTION AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
34	DP1210614	EASEMENT FOR ACCESS AND USE OF SEWER CONNECTION APPURTENANT TO THE LAND ABOVE DESCRIBED
35	DP1210614	EASEMENT FOR ACCESS AND USE OF THE CARPARK LOADING ZONE AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
36	DP1210614	EASEMENT FOR ACCESS AND USE OF THE STORMWATER PUMP OUT PITS 4.3 METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
37	DP1210614	EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
38	DP1210614	EASEMENT FOR ACCESS AND USE OF THE CARPARK VENTILATION OVERHEAD FANS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
39	DP1210614	EASEMENT FOR ACCESS AND USE OF THE CARPARK VENTILATION OVERHEAD FANS APPURTENANT TO THE LAND ABOVE DESCRIBED
40	DP1210614	EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
41	DP1210614	EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM APPURTENANT TO THE LAND ABOVE DESCRIBED
42	DP1210614	EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
43	DP1210614	EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (63 NOTIFICATIONS) (CONTINUED)

SPACES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

44 DP1210614 EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

45 DP1210614 EASEMENT FOR ACCESS AND USE OF THE MANAGERS FACILITY 3.12 METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

46 DP1210614 EASEMENT FOR ACCESS AND USE OF THE FIRE CONTROL ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

47 DP1210614 EASEMENT FOR ACCESS AND USE OF THE VALVE ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

48 DP1210614 EASEMENT FOR ACCESS AND USE OF THE HYDRANT BOOSTER AND MAIN WATER METER ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

49 DP1210614 EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

50 DP1210614 EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR APPURTENANT TO THE LAND ABOVE DESCRIBED

51 DP1210614 EASEMENT FOR ACCESS AND USE OF THE GAS EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED

52 DP1210614 EASEMENT FOR ACCESS AND USE OF THE FIRE REGULATOR PANEL AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

53 DP1210614 EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL METER CUPBOARD AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

54 DP1210614 EASEMENT FOR ACCESS AND USE OF THE COMMUNICATIONS CUPBOARD AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

55 DP1210614 EASEMENT FOR ACCESS AND USE OF THE BUILDING ROOFTOP TV AERIAL AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

56 DP1210614 EASEMENT FOR ACCESS AND USE OF THE ROOFTOP COMMUNICATIONS ROOM,DISH AND EQUIPMENT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

57 DP1210614 EASEMENT FOR ACCESS AND USE OF THE POST BOX ROOM VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

58 DP1210614 EASEMENT FOR LIGHT & VENTILATION 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

59 DP1210614 EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 4 - CONTINUED OVER

FOLIO: CP/SP93231 PAGE 5

SECOND SCHEDULE (63 NOTIFICATIONS) (CONTINUED)

60 DP1210614 POSITIVE COVENANT REFERRED TO AND NUMBERED (46) IN THE S.88B INSTRUMENT
61 DP1210614 EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
62 AT656603 INITIAL PERIOD EXPIRED
63 AT656603 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 217060)

STRATA PLAN 93231

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	659	2	665	3	902	4	715
5	650	6	900	7	900	8	895
9	650	10	900	11	652	12	902
13	902	14	897	15	652	16	902
17	654	18	904	19	904	20	899
21	654	22	904	23	710	24	735
25	730	26	906	27	705	28	730
29	730	30	908	31	980	32	910
33	910	34	907	35	668	36	610
37	650	38	SP94030				

STRATA PLAN 94030

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
39	649	40	649	41	738	42	896
43	896	44	670	45	901	46	650
47	891	48	955	49	935	50	888
51	638	52	640	53	888	54	640
55	881	56	891	57	886	58	957
59	937	60	890	61	640	62	642
63	890	64	642	65	883	66	893
67	890	68	955	69	953	70	642
71	644	72	892	73	644	74	885
75	957	76	890	77	895	78	866
79	969	80	891	81	960	82	975
83	962	84	973	85	945	86	689
87	647	88	901	89	640	90	640
91	881	92	935	93	886	94	642
95	903	96	642	97	640	98	883
99	937	100	888	101	644	102	905
103	644	104	642	105	885	106	939
107	890	108	646	109	907	110	646
111	644	112	887	113	941	114	892
115	704	116	946	117	894	118	889
119	942	120	894	121	706	122	948

END OF PAGE 5 - CONTINUED OVER

FOLIO: CP/SP93231 PAGE 6

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 217060) (CONTINUED)

STRATA PLAN 94030

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
123	896	124	891	125	944	126	896
127	708	128	950	129	898	130	893
131	946	132	901	133	960	134	946
135	1083	136	SP94594				

STRATA PLAN 94594

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
137	638	138	891	139	896	140	709
141	688	142	682	143	862	144	886
145	650	146	896	147	886	148	640
149	640	150	684	151	864	152	888
153	701	154	898	155	890	156	642
157	642	158	686	159	865	160	890
161	703	162	900	163	892	164	644
165	644	166	645	167	889	168	889
169	655	170	902	171	894	172	647
173	646	174	690	175	904	176	955
177	904	178	896	179	649	180	648
181	692	182	906	183	957	184	906
185	898	186	651	187	650	188	694
189	908	190	959	191	908	192	900
193	653	194	652	195	906	196	663
197	906	198	910	199	902	200	655
201	654	202	965	203	965	204	907
205	904	206	902	207	670	208	896
209	906	210	670	211	945	212	911
213	896	214	635	215	699	216	891
217	881	218	635	219	889	220	889
221	881	222	637	223	701	224	893
225	883	226	637	227	891	228	891
229	883	230	639	231	703	232	895
233	885	234	639	235	893	236	893
237	885	238	891	239	906	240	908
241	651	242	887	243	867	244	867
245	889	246	643	247	889	248	881
249	881	250	891	251	645	252	891
253	883	254	883	255	893	256	647
257	893	258	885	259	885	260	906
261	902	262	887	263	887	264	904
265	904	266	738	267	955		

NOTATIONS

END OF PAGE 6 - CONTINUED OVER

FOLIO: CP/SP93231 PAGE 7

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

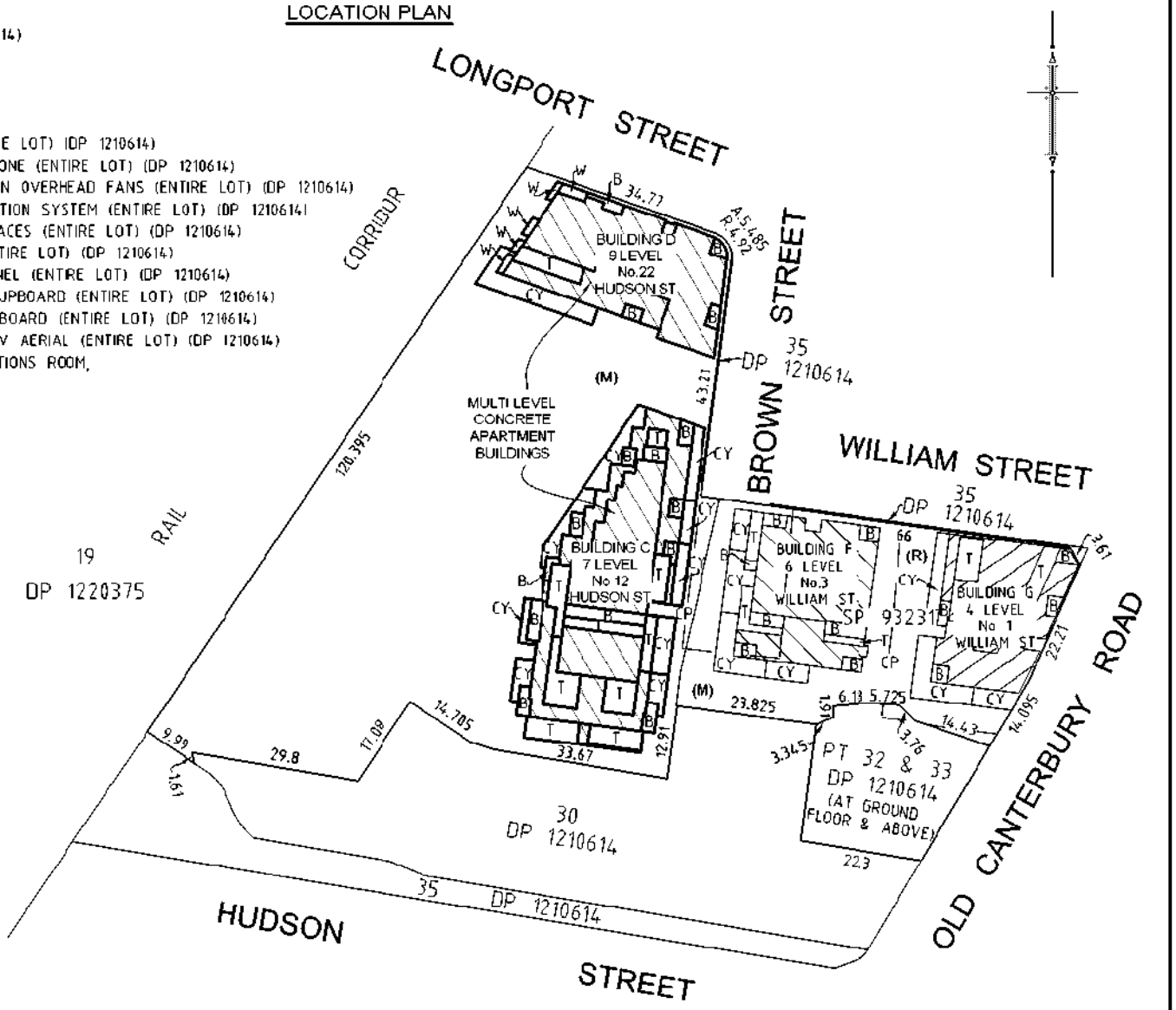
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- EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR SERVICES (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR FIRE SERVICES (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF SEWER CONNECTION (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE CARPARK LOADING ZONE (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE CARPARK VENTILATION OVERHEAD FANS (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING SPACES (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE FIRE REGULATOR PANEL (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL METER CUPBOARD (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE COMMUNICATIONS CUPBOARD (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE BUILDING ROOFTOP TV AERIAL (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE ROOFTOP COMMUNICATIONS ROOM, DISH AND EQUIPMENT (ENTIRE LOT) (DP 1210614)
- POSITIVE COVENANT (DP 1210614)

(M) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

(R) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

LOCATION PLAN



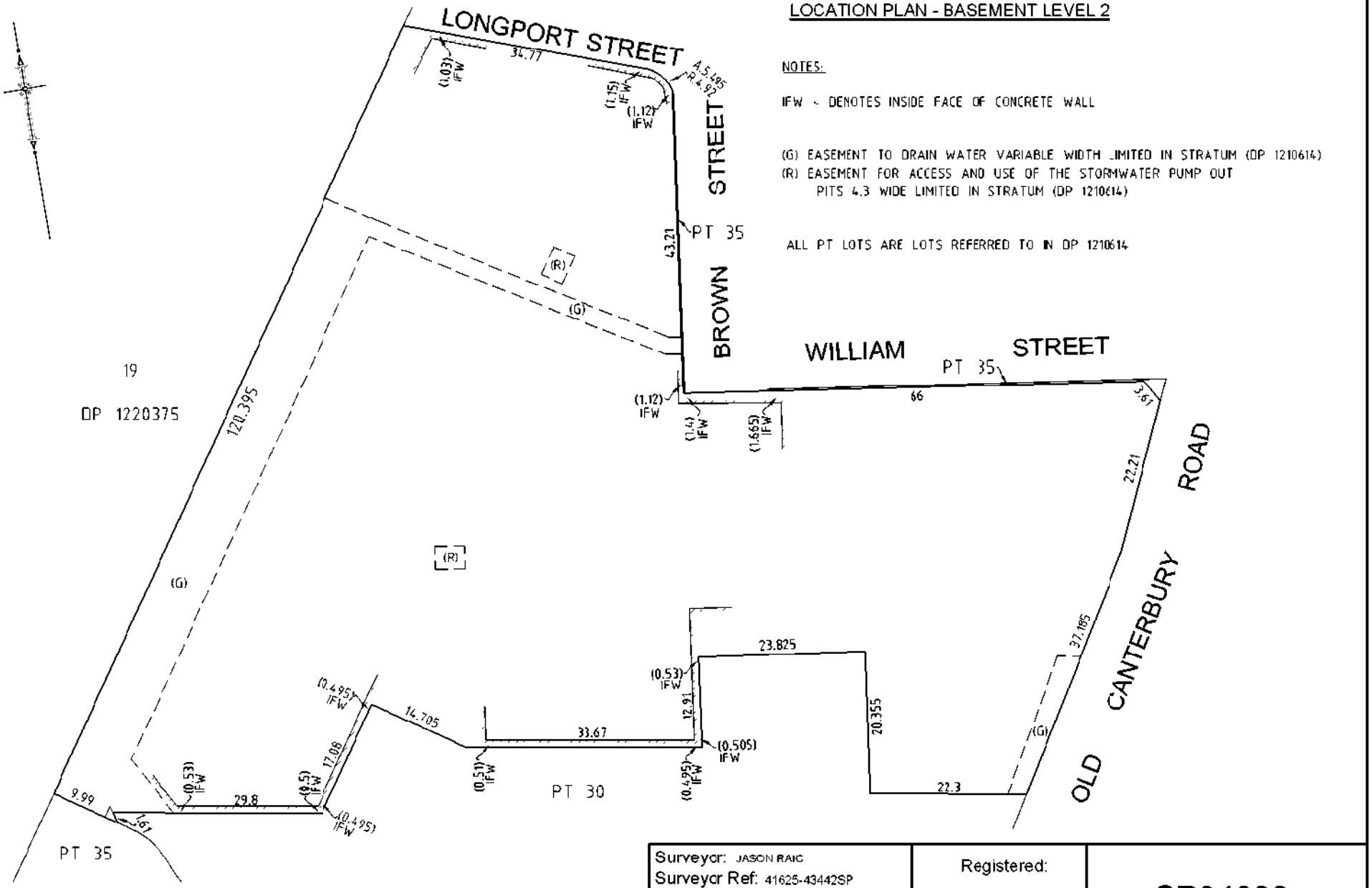
NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
CY ~ COURTYARD
T ~ TERRACE
W ~ WINTERGARDEN

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 750	Registered: 10.10.2016	SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:1 of 29
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LOCATION PLAN - BASEMENT LEVEL 2



NOTES:

IFW - DENOTES INSIDE FACE OF CONCRETE WALL

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(R) EASEMENT FOR ACCESS AND USE OF THE STORMWATER PUMP OUT PITS 4.3 WIDE LIMITED IN STRATUM (DP 1210614)

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 500	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 96 100 110 120 130 140 150

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:2 of 29
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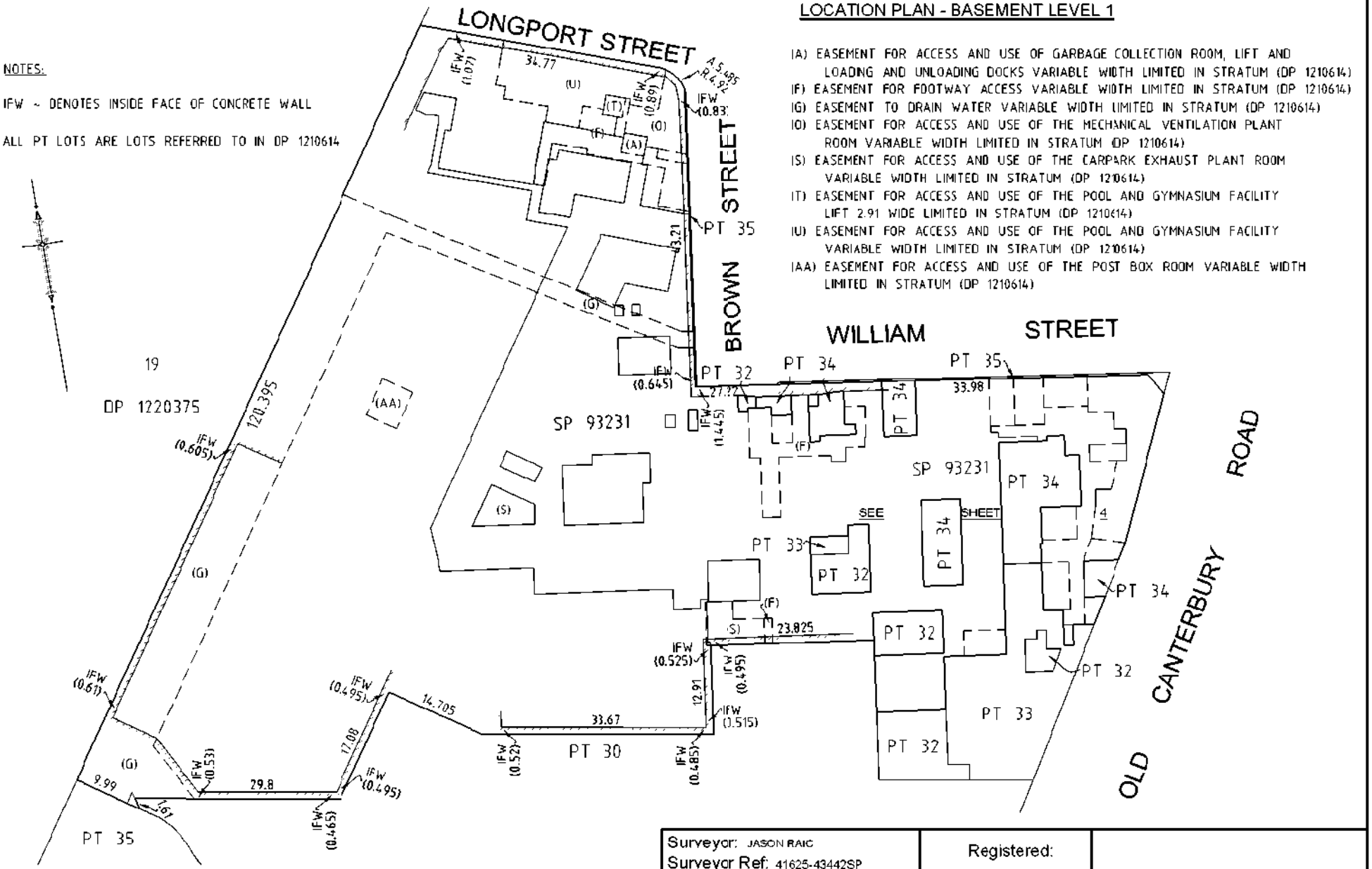
LOCATION PLAN - BASEMENT LEVEL 1

NOTES:

IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(O) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(S) EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(T) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN STRATUM (DP 1210614)
(U) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(AA) EASEMENT FOR ACCESS AND USE OF THE POST BOX ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)



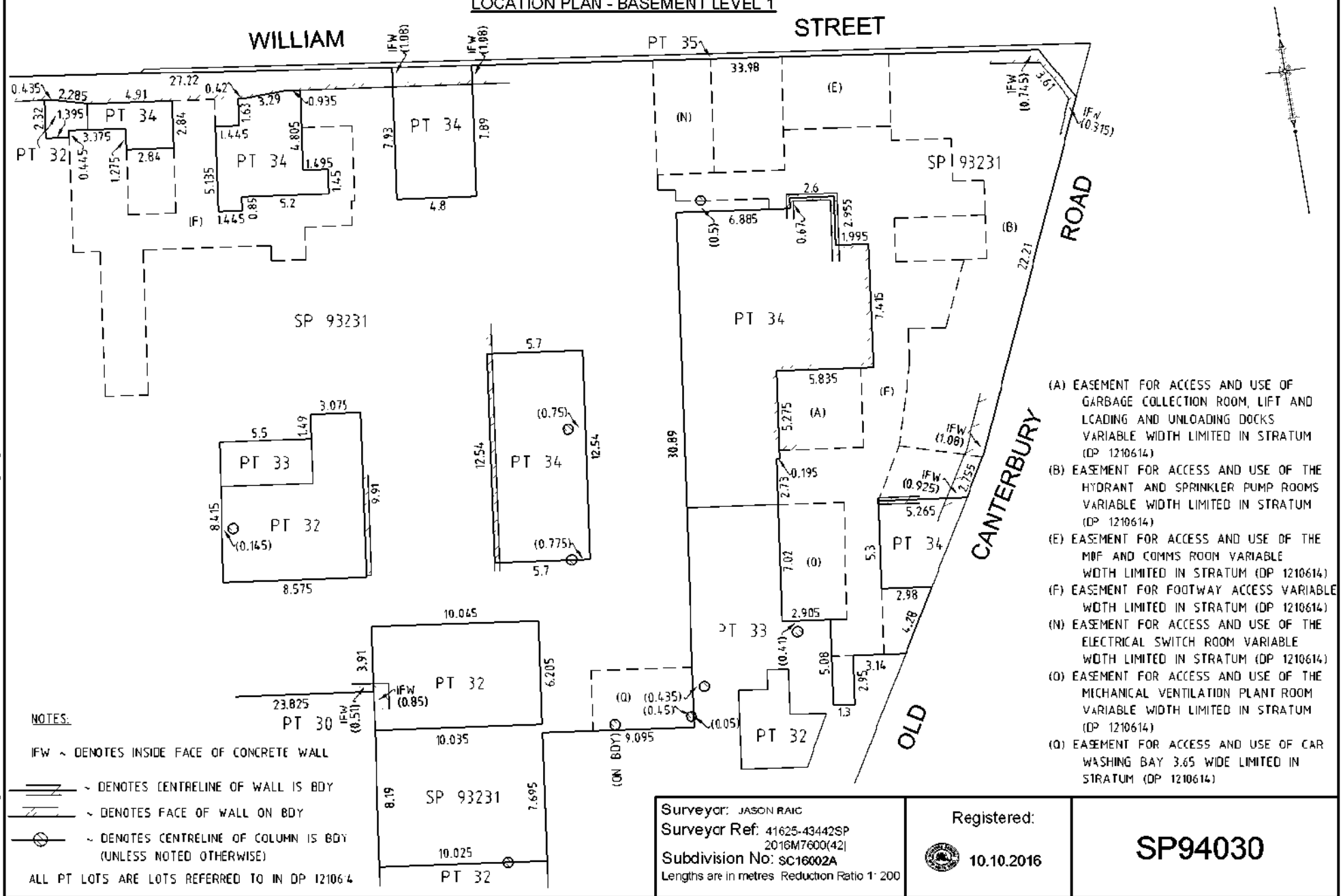
Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 500	Registered: 10.10.2016	SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:3 of 29
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SP94030

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 4 of 25 sheets

LOCATION PLAN - BASEMENT LEVEL 1



(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(B) EASEMENT FOR ACCESS AND USE OF THE HYDRANT AND SPRINKLER PUMP ROOMS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(E) EASEMENT FOR ACCESS AND USE OF THE MDF AND COMMS ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(N) EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL SWITCH ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(O) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(Q) EASEMENT FOR ACCESS AND USE OF CAR WASHING BAY 3.65 WIDE LIMITED IN STRATUM (DP 1210614)

NOTES:

IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

~ DENOTES CENTRELINE OF WALL IS BDY

~ DENOTES FACE OF WALL ON BDY

~ DENOTES CENTRELINE OF COLUMN IS BDY (UNLESS NOTED OTHERWISE)

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

10 20 30 40 50 60 90 100 110 120 130 140 150

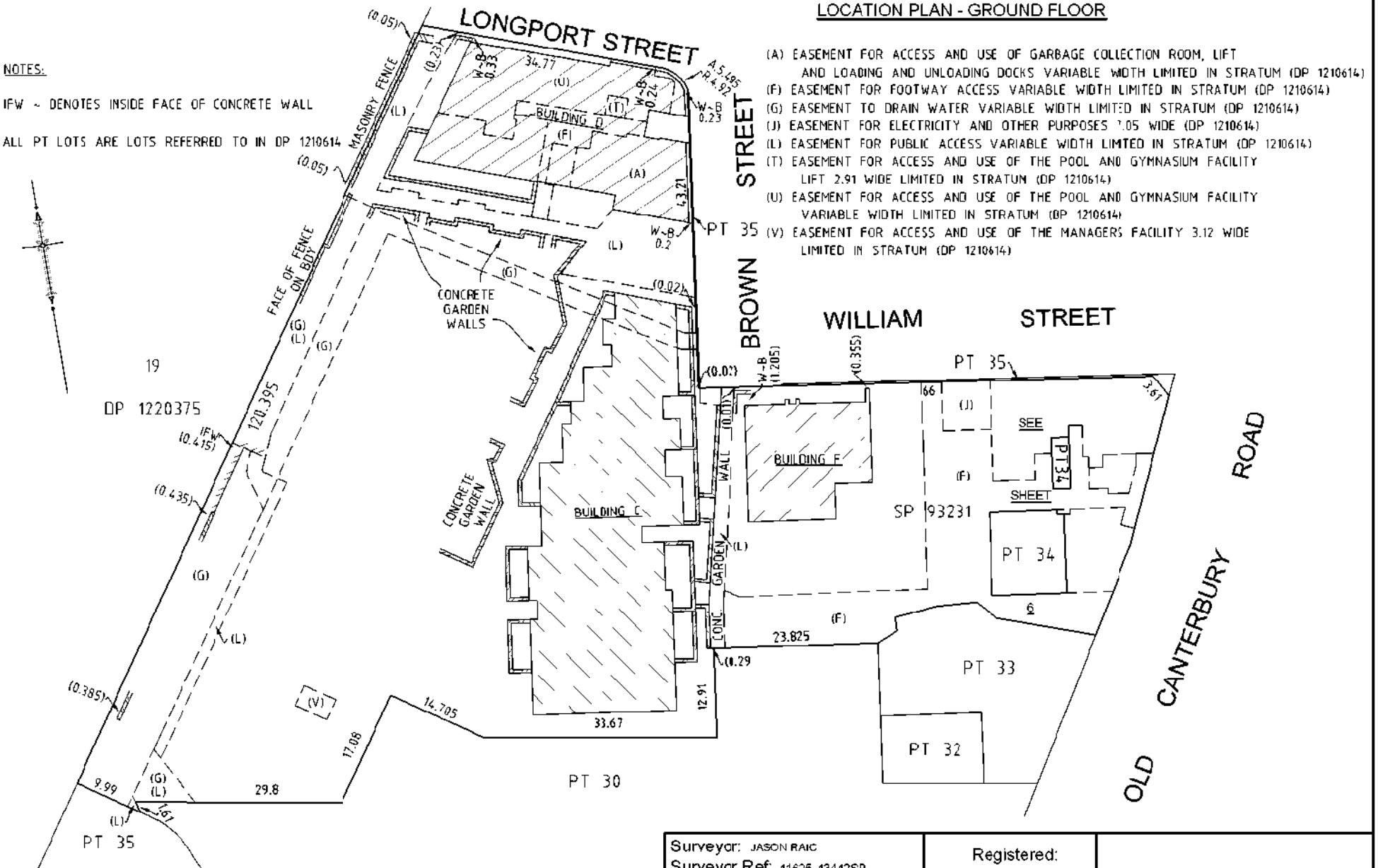
Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP 2016M7600(42)
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 200

Registered: 10.10.2016

SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:4 of 29
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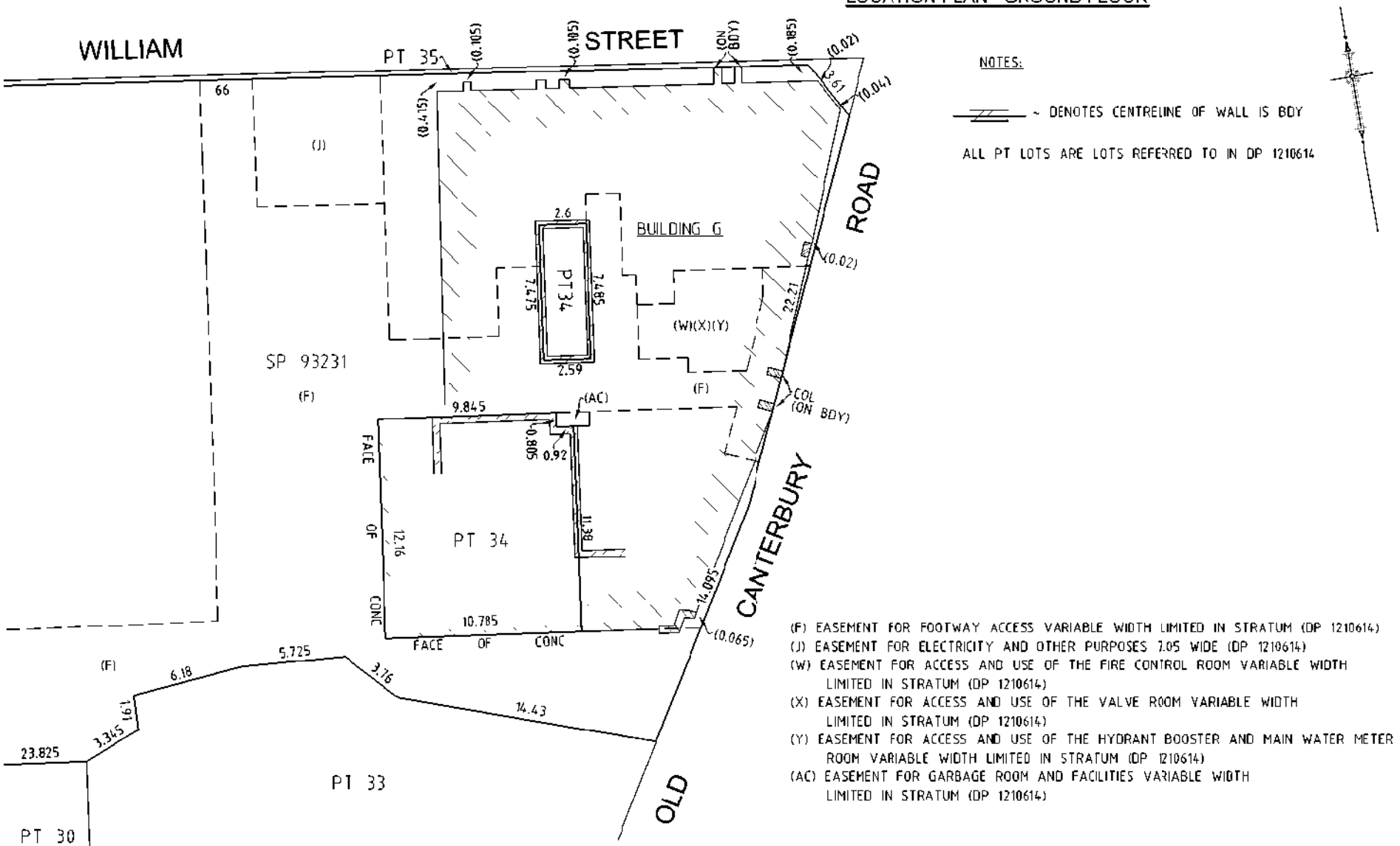
LOCATION PLAN - GROUND FLOOR



Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42] Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 500	Registered: 10.10.2016	SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:5 of 29
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LOCATION PLAN - GROUND FLOOR



NOTES:

~ DENOTES CENTRELINE OF WALL IS BDY

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

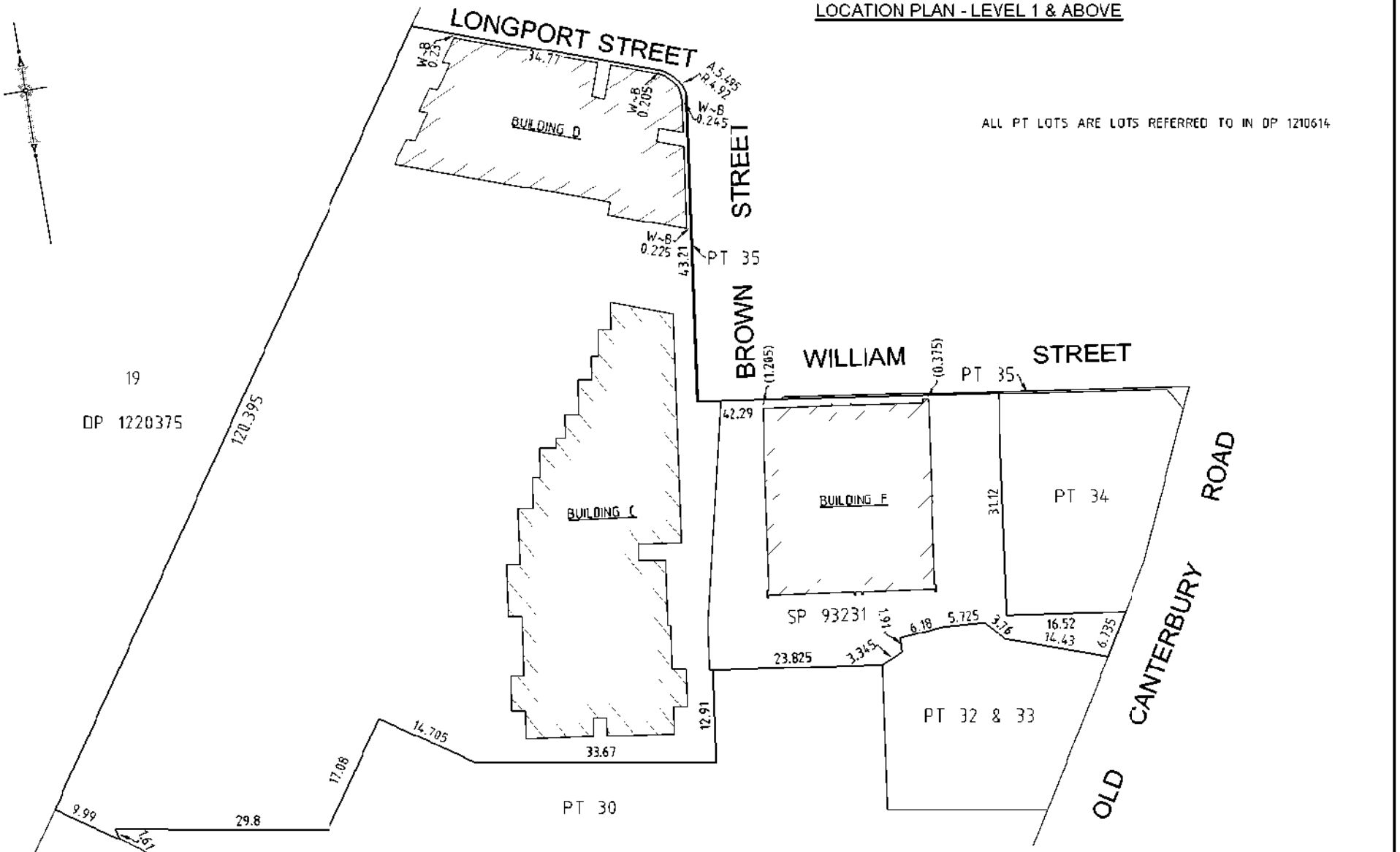
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(J) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.05 WIDE (DP 1210614)
(W) EASEMENT FOR ACCESS AND USE OF THE FIRE CONTROL ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(X) EASEMENT FOR ACCESS AND USE OF THE VALVE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(Y) EASEMENT FOR ACCESS AND USE OF THE HYDRANT BOOSTER AND MAIN WATER METER ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 200	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 98 100 110 120 130 140 150

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:6 of 29
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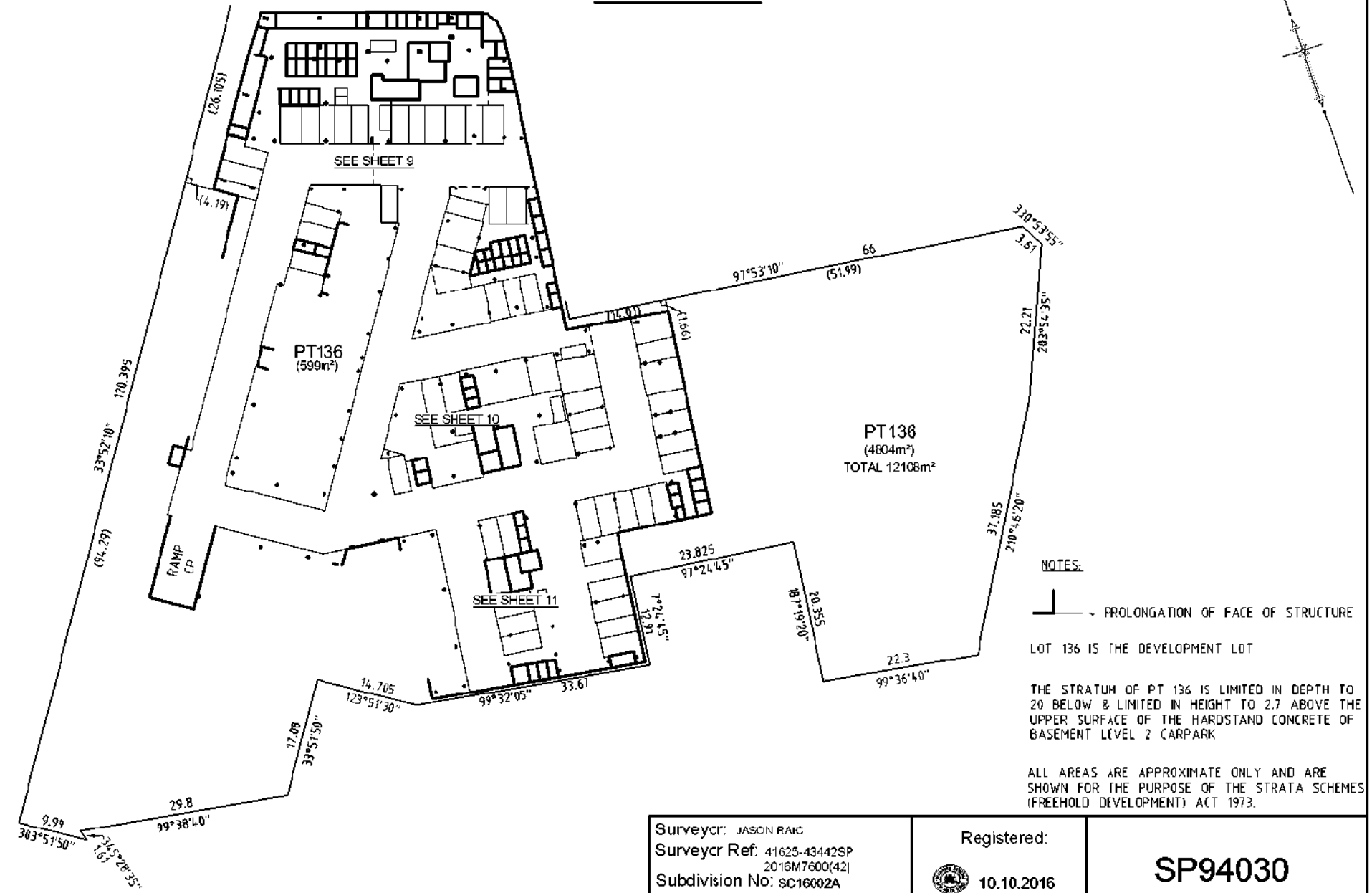
LOCATION PLAN - LEVEL 1 & ABOVE



Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 500	Registered: 10.10.2016	SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:7 of 29
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BASEMENT LEVEL 2



NOTES:

~ PROLONGATION OF FACE OF STRUCTURE

LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 20 BELOW & LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

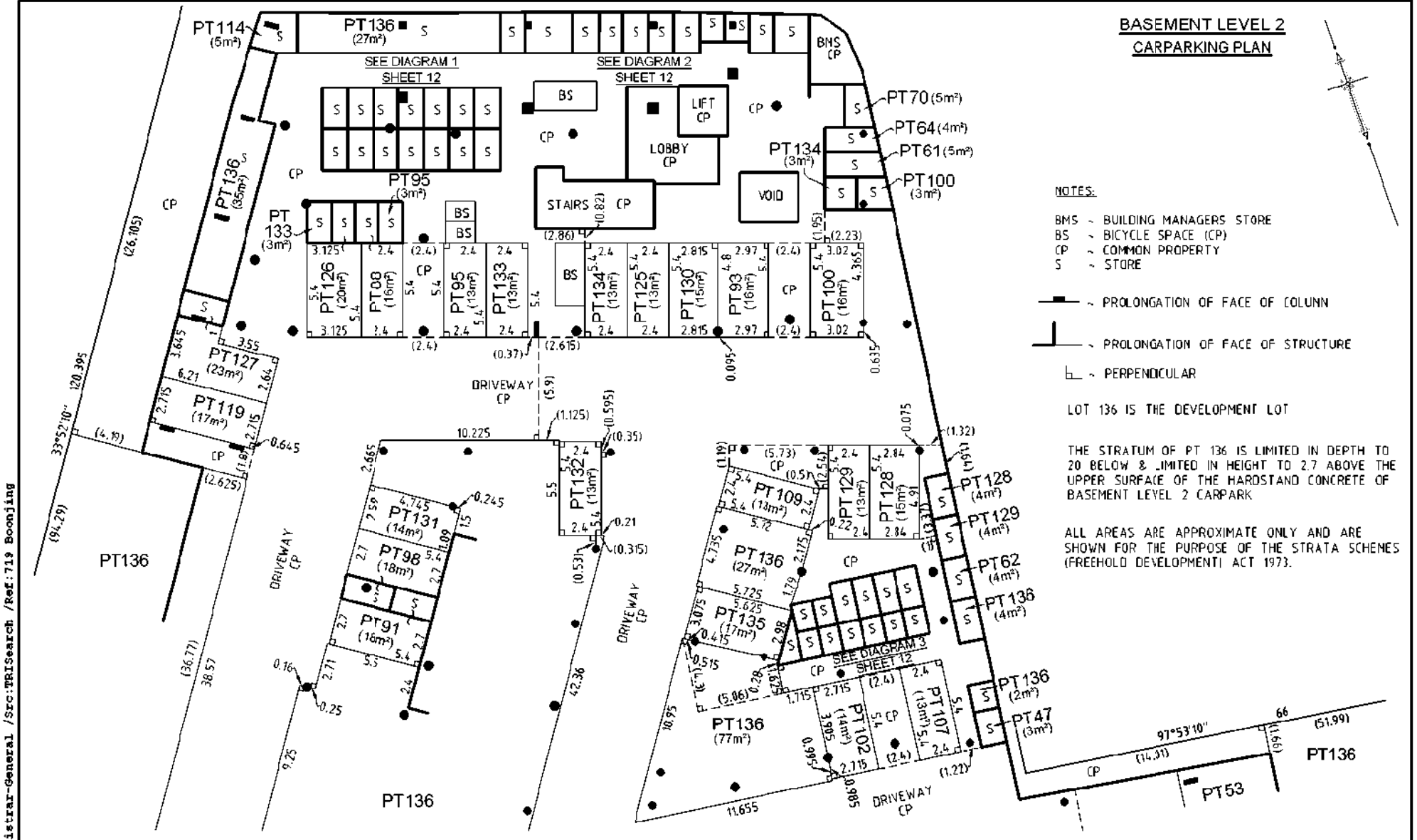
Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 500	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 96 100 110 120 130 140 150

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:8 of 29
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SP94030

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 9 of 25 sheets



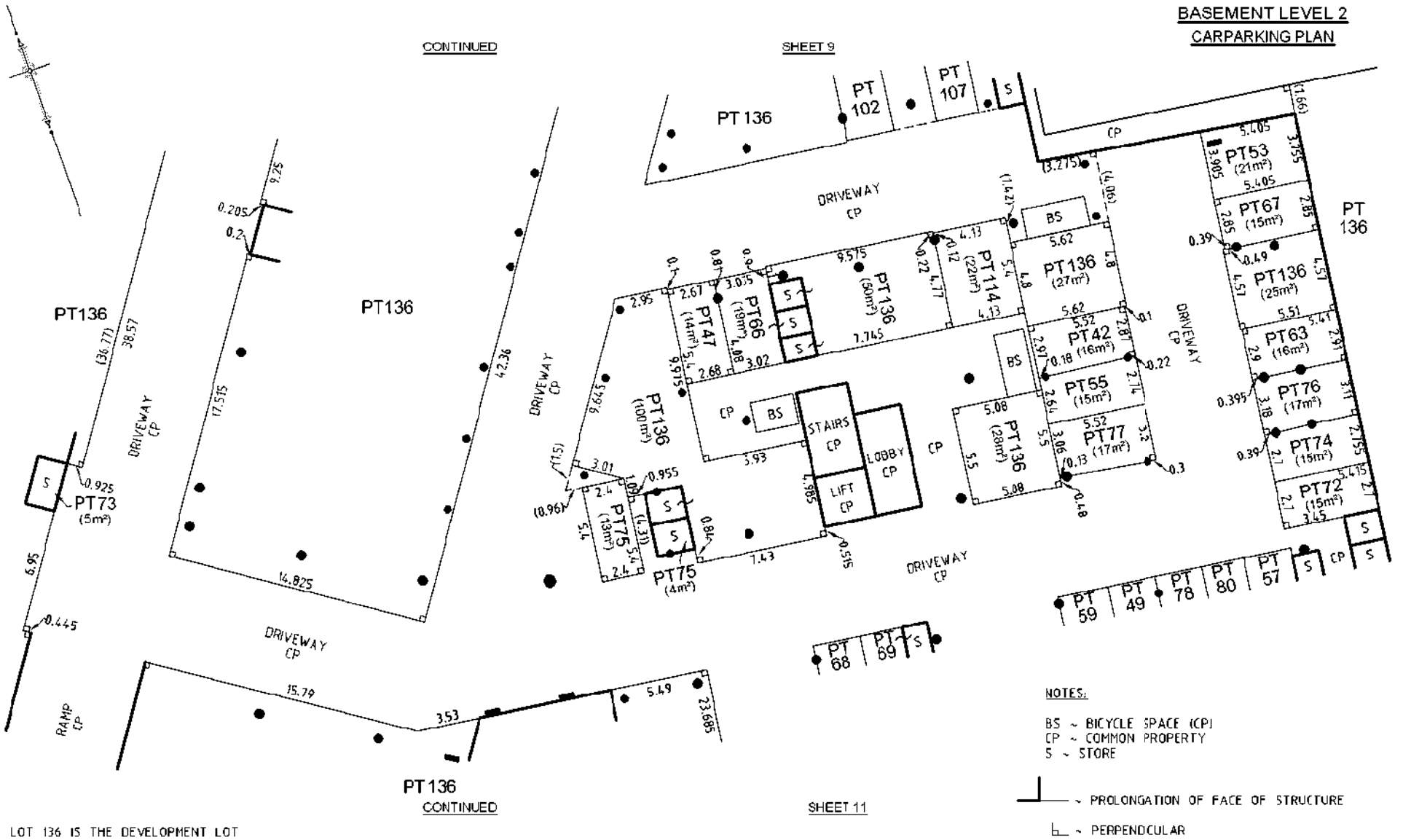
Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 200	Registered: 10.10.2016	SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:9 of 29
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BASEMENT LEVEL 2 CARPARKING PLAN

CONTINUED SHEET 9



NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
S ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

⊾ ~ PERPENDICULAR

CONTINUED SHEET 11

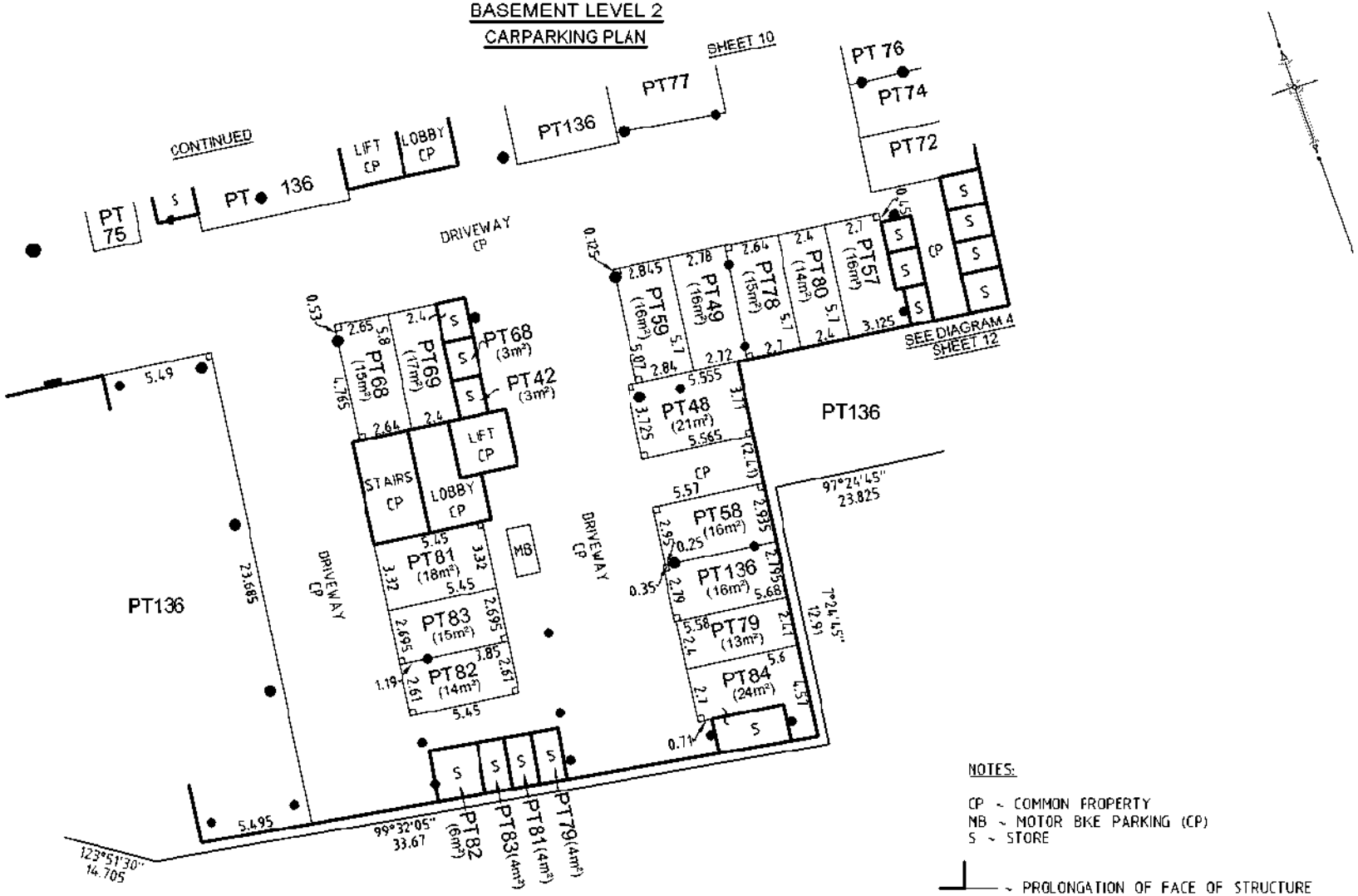
LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 20 BELOW & LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 300	Registered: 10.10.2016	SP94030

BASEMENT LEVEL 2
CARPARKING PLAN



NOTES:

CP ~ COMMON PROPERTY
MB ~ MOTOR BIKE PARKING (CP)
S ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDCULAR

LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO :0 BELOW & LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP 2016M7600(42|
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 200

Registered: 10.10.2016

SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:11 of 29
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BASEMENT LEVEL 2
STORE DIAGRAMS

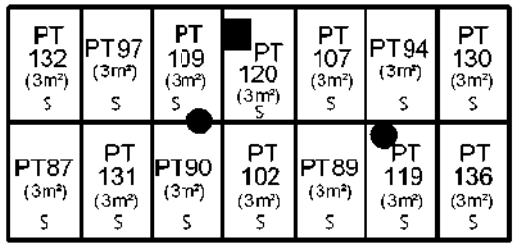


DIAGRAM 1

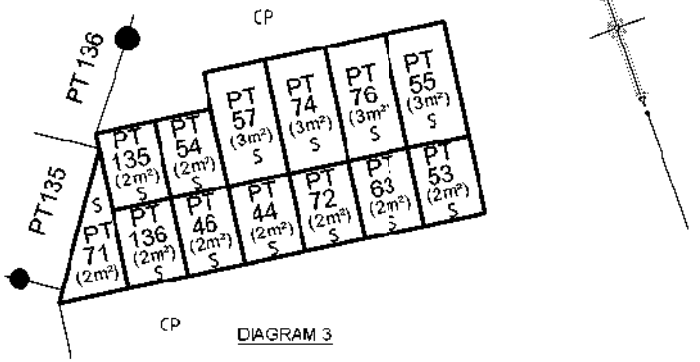


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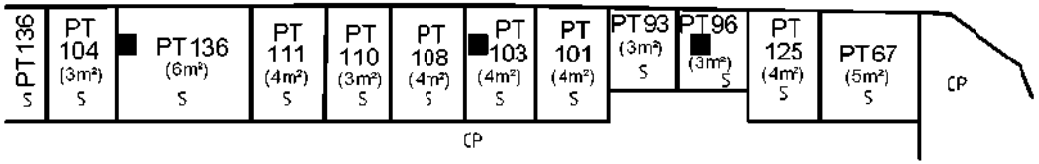


DIAGRAM 2

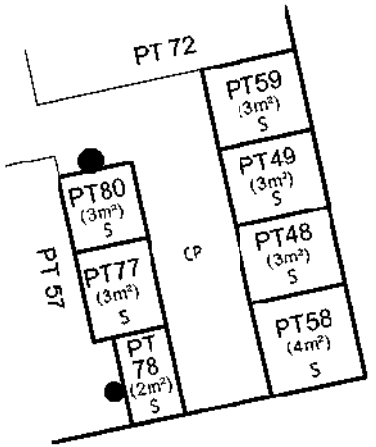


DIAGRAM 4

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

LOT 136 IS THE DEVELOPMENT LOT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

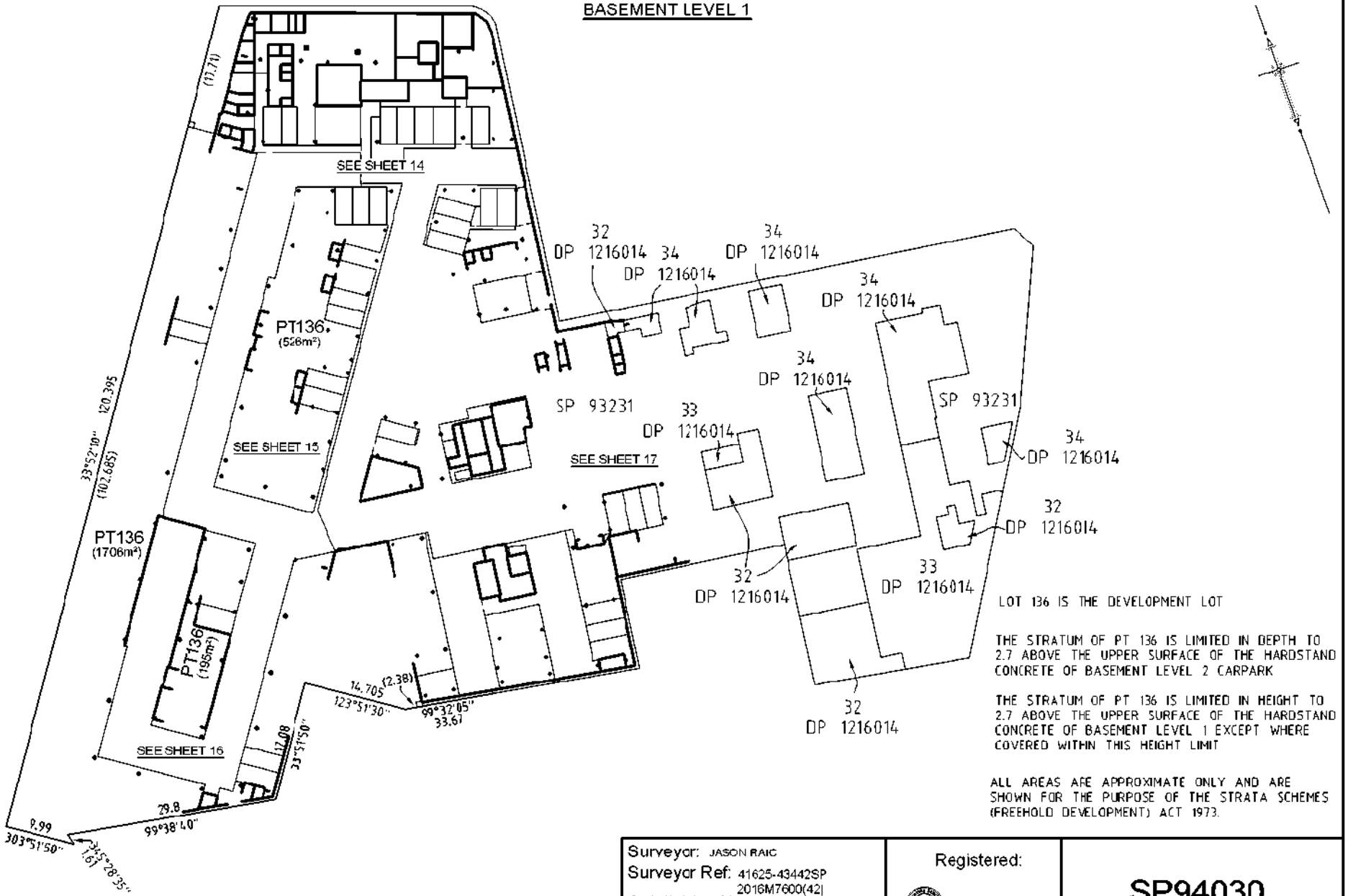
Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 100	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 100 110 120 130 140 150

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:12 of 29
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Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:13 of 29
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BASEMENT LEVEL 1



LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

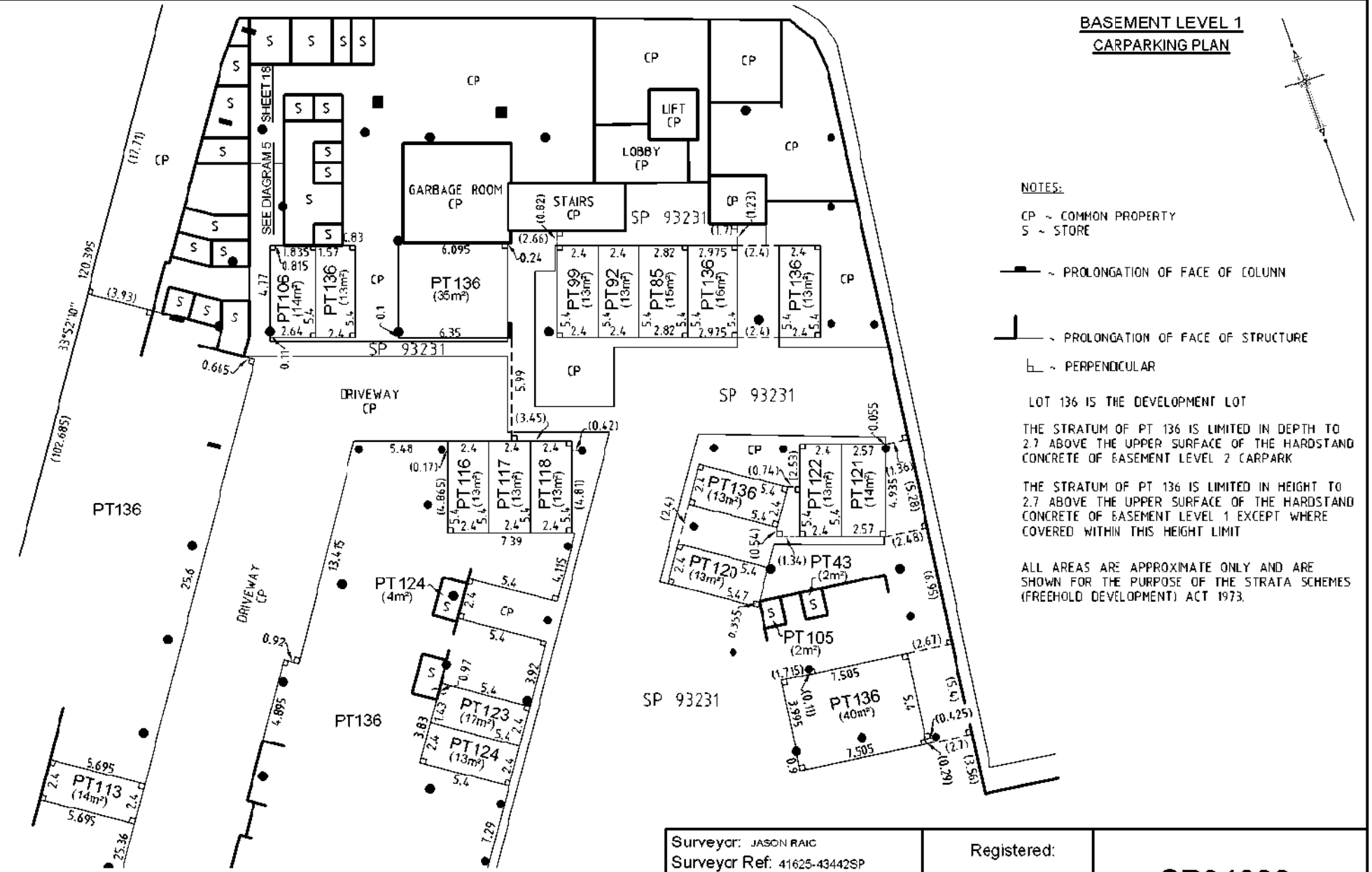
THE STRATUM OF PT 136 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 200	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 100 110 120 130 140 150

BASEMENT LEVEL 1 CARPARKING PLAN



NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

~ PROLONGATION OF FACE OF COLUNN

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 136 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42)
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 200

Registered: 10.10.2016

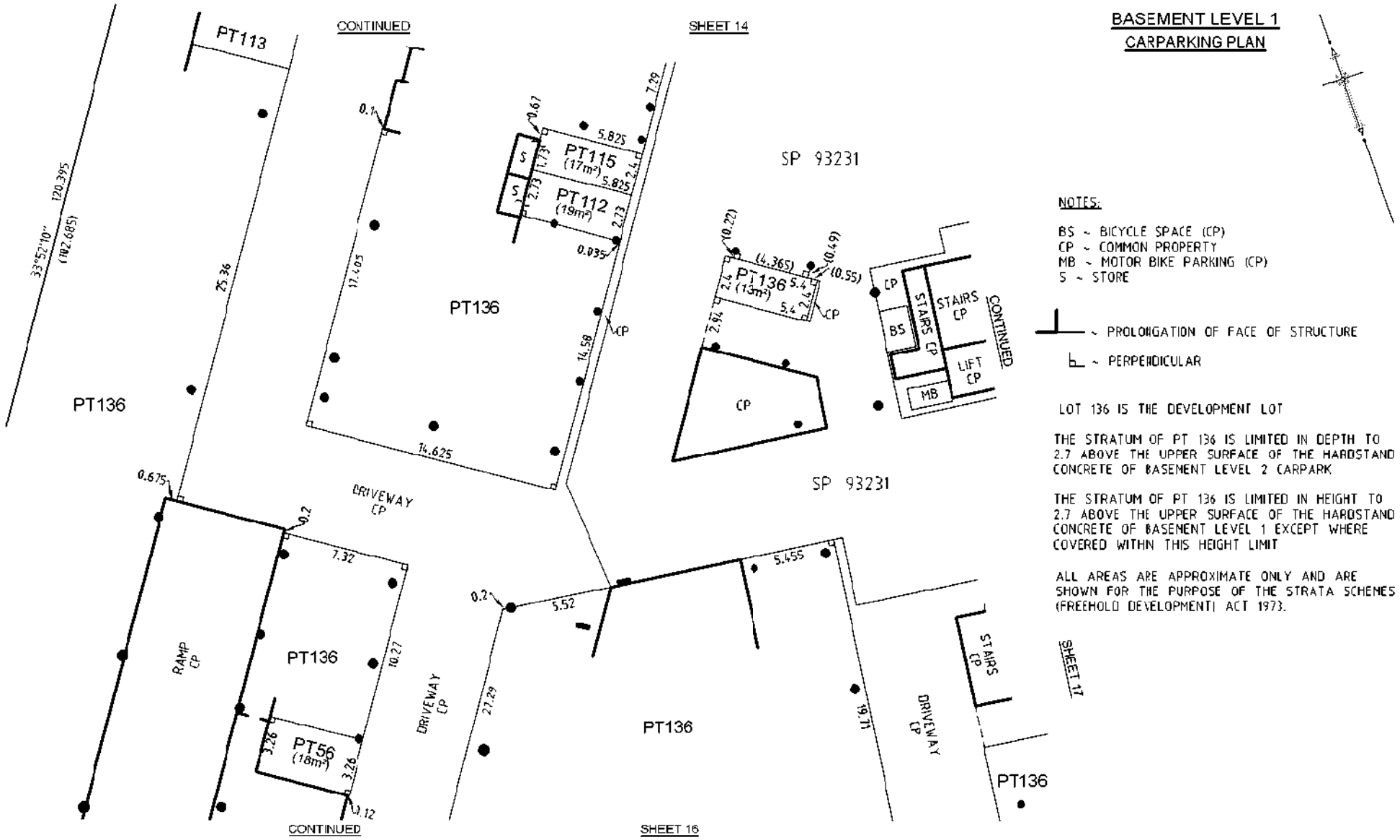
SP94030

10 20 30 40 50 60 90 100 110 120 130 140 150

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:14 of 29
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Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:15 of 29
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BASEMENT LEVEL 1 CARPARKING PLAN



NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
MB ~ MOTOR BIKE PARKING (CP)
S ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 136 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

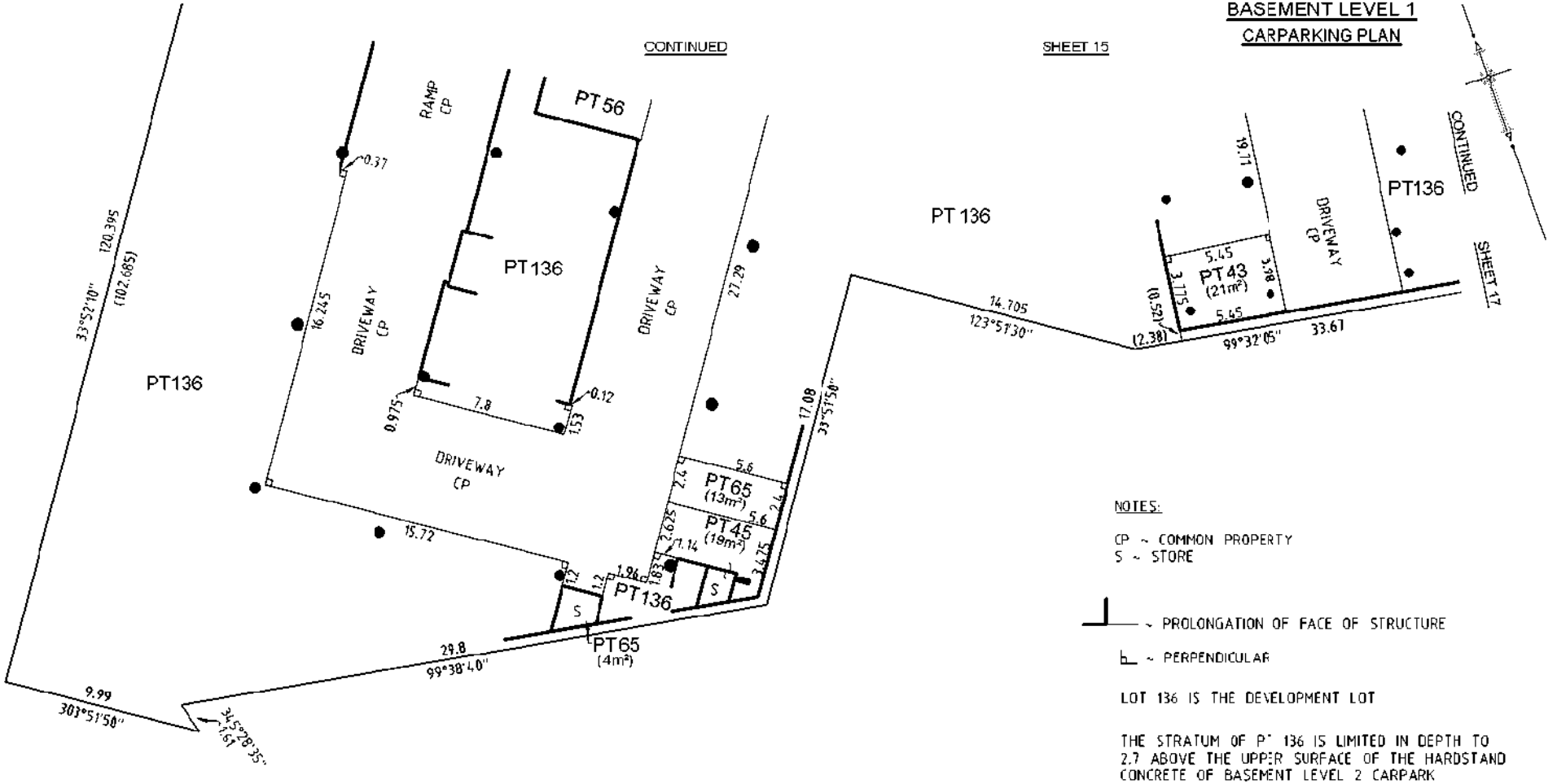
Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 200	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 100 110 120 130 140 150

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:16 of 29
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BASEMENT LEVEL 1
CARPARKING PLAN

CONTINUED SHEET 15



NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 136 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

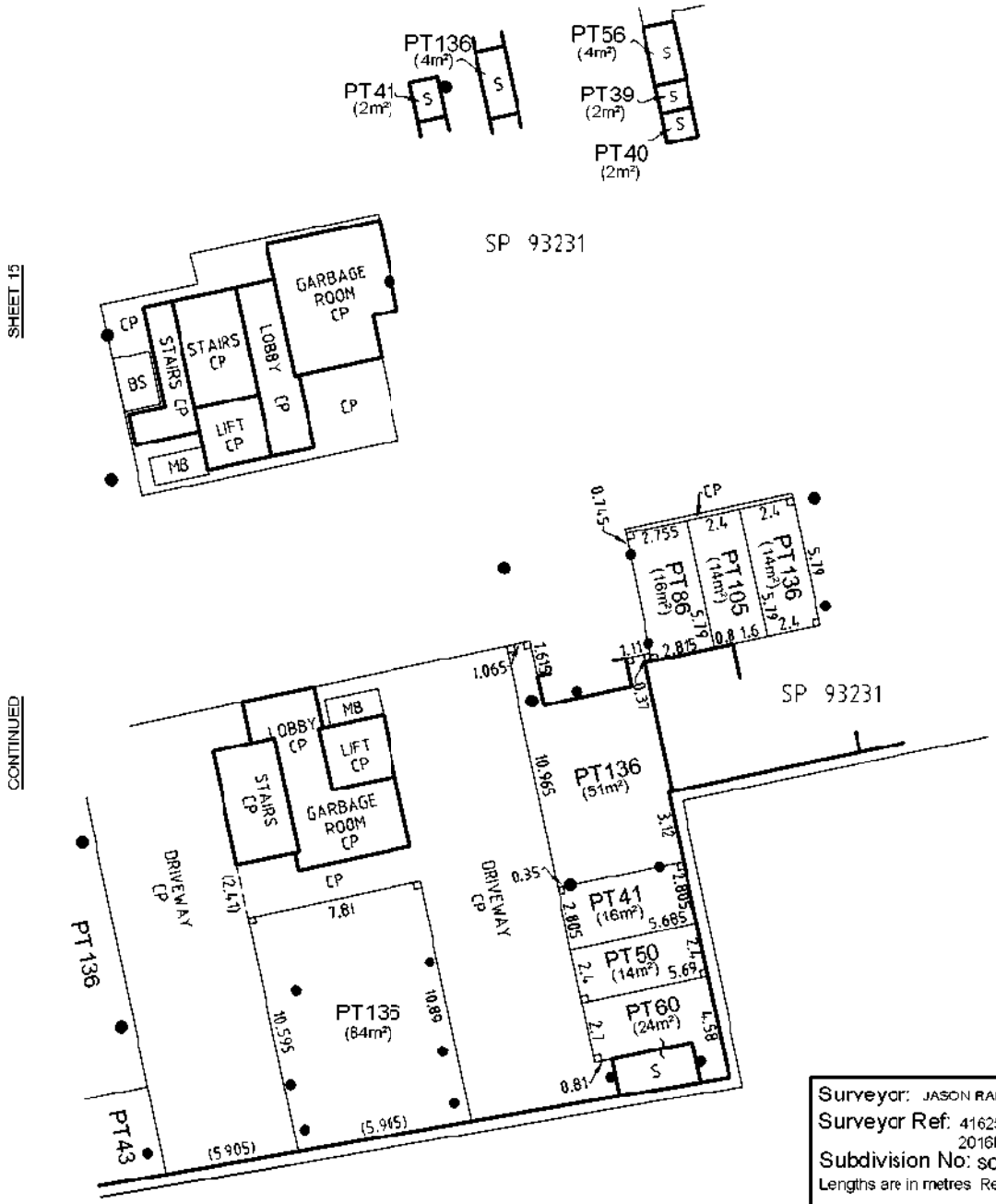
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 200	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 95 100 110 120 130 140 150

BASEMENT LEVEL 1 CARPARKING PLAN





NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
MB ~ MOTOR BIKE PARKING (CP)
S ~ STORE

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 136 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 200	Registered: 10.10.2016	SP94030

10 20 30 40 50 60 90 100 110 120 130 140 150

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:17 of 29
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BASEMENT LEVEL 1
STORE DIAGRAM

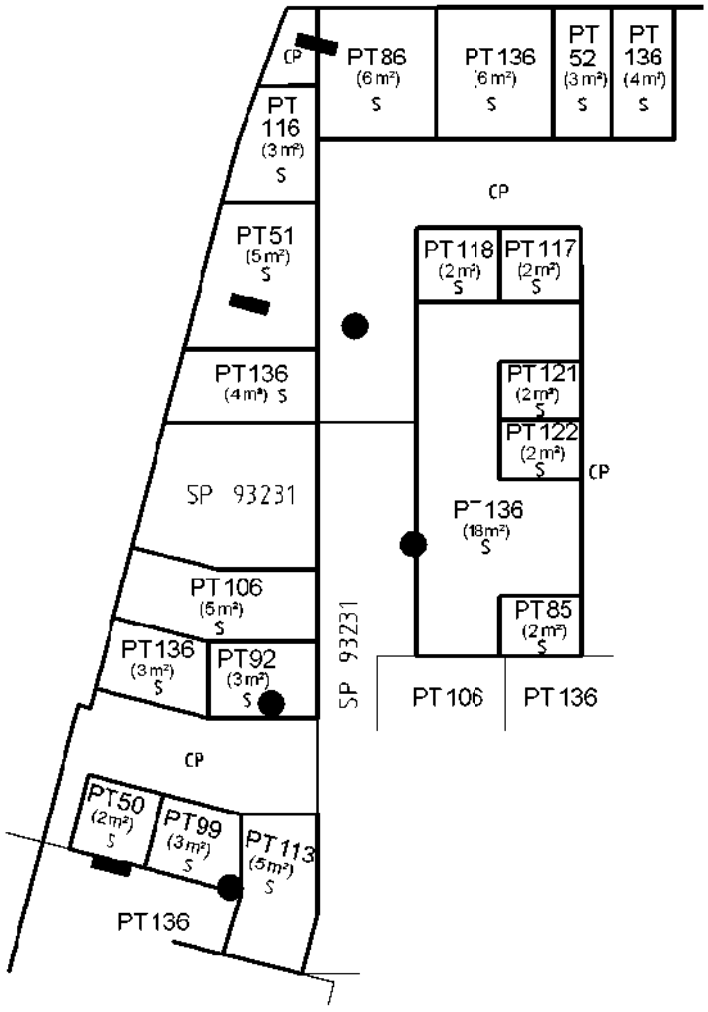


DIAGRAM 5

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

LOT 136 IS THE DEVELOPMENT LOT

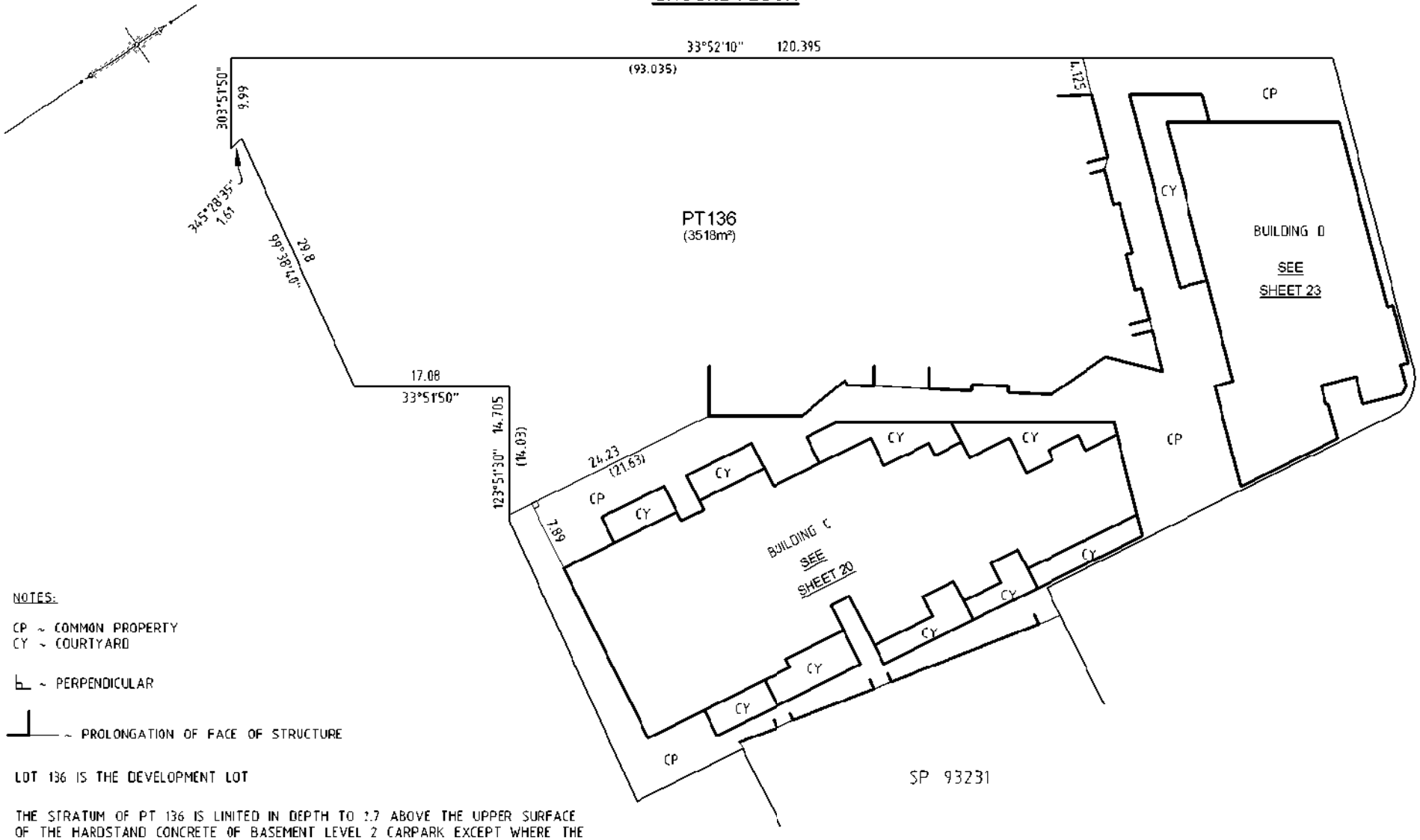
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43442SP 2016M7600(42) Subdivision No: SC16002A Lengths are in metres Reduction Ratio 1: 100	Registered: 10.10.2016	SP94030

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Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:18 of 29
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GROUND FLOOR



NOTES:

CP ~ COMMON PROPERTY
CY ~ COURTYARD

⊾ ~ PERPENDICULAR

~ PROLONGATION OF FACE OF STRUCTURE

LOT 136 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 136 IS LIMITED IN DEPTH TO 1.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK EXCEPT WHERE THE CONCRETE CEILING OF BASEMENT LEVEL 1 EXISTS WITHIN THIS HEIGHT LIMIT

THE STRATUM OF PT 136 IS LIMITED IN HEIGHT TO 60 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 CARPARK

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

10 20 30 40 50 60 90 98 100 110 120 130 140 150

Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42)
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 400

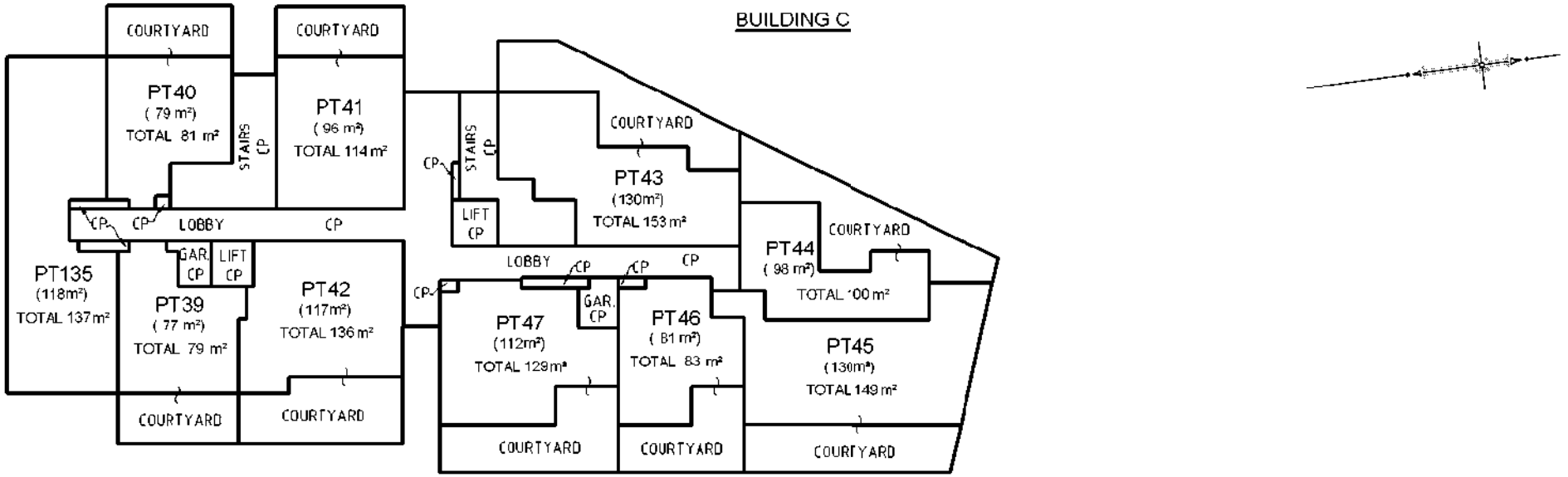
Registered:
10.10.2016

SP94030

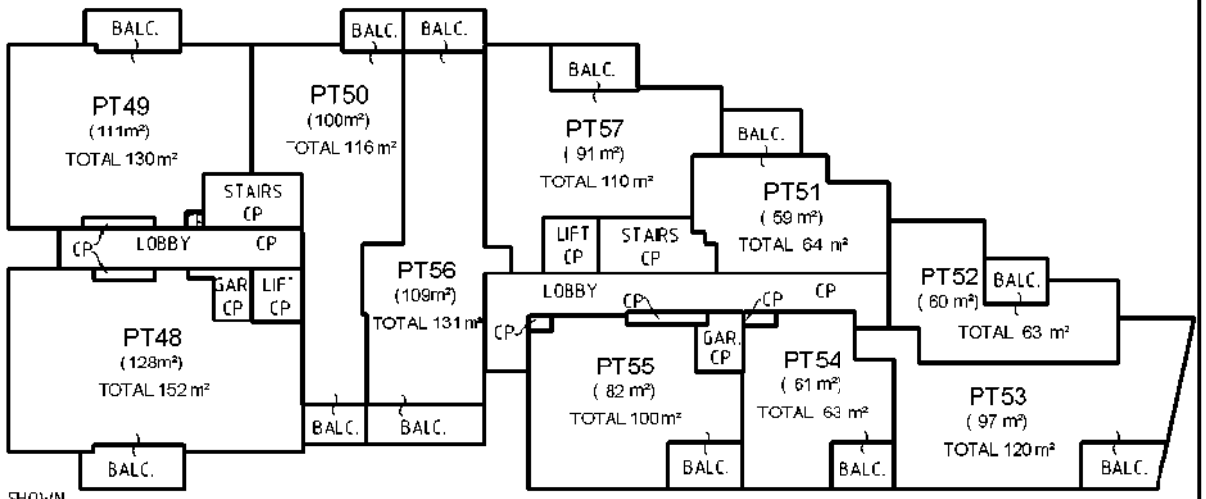
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Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:20 of 29
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BUILDING C



GROUND FLOOR



LEVEL 1

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES AND COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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

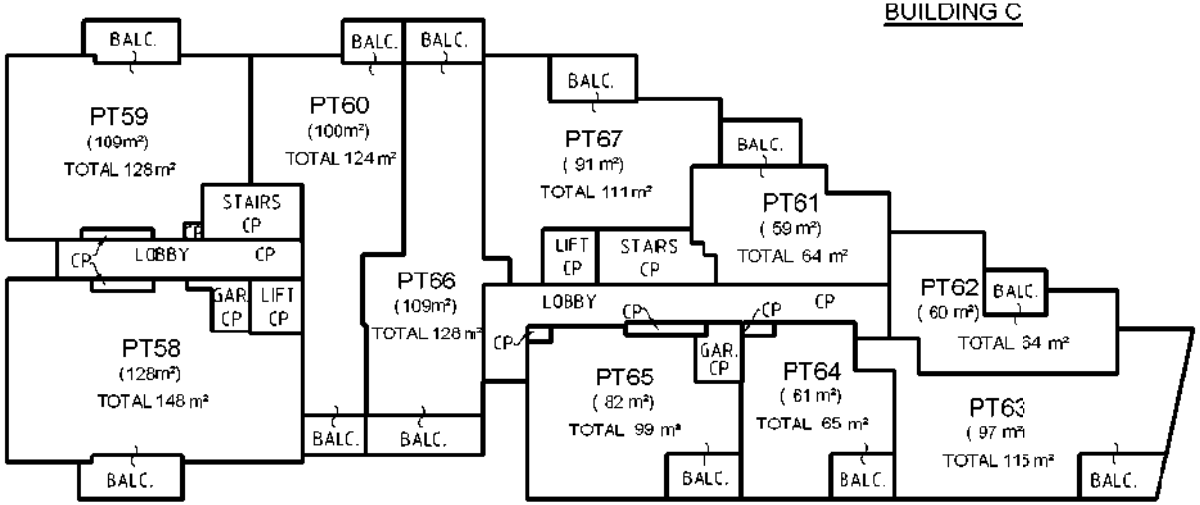
Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42|
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 250

Registered:
10.10.2016

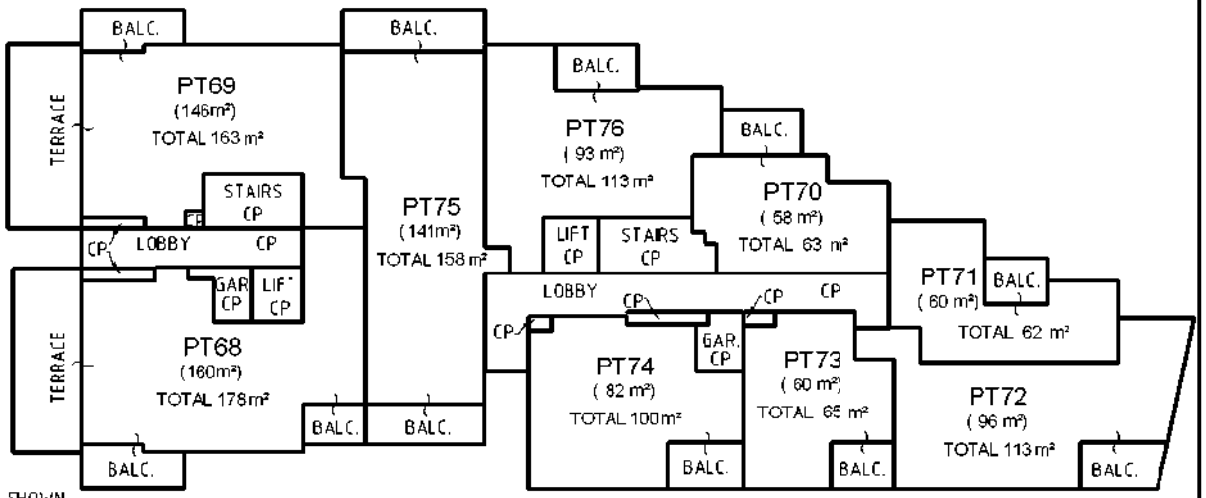
SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:21 of 29
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BUILDING C



LEVEL 2



LEVEL 3

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

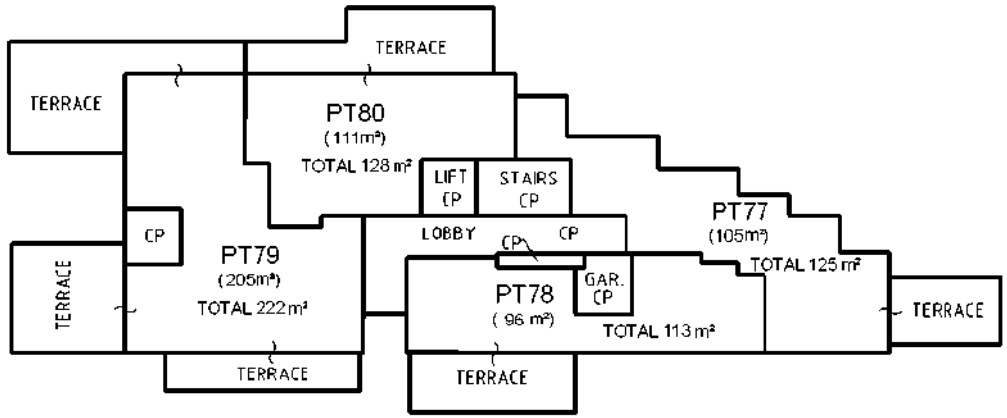
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Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42)
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 250

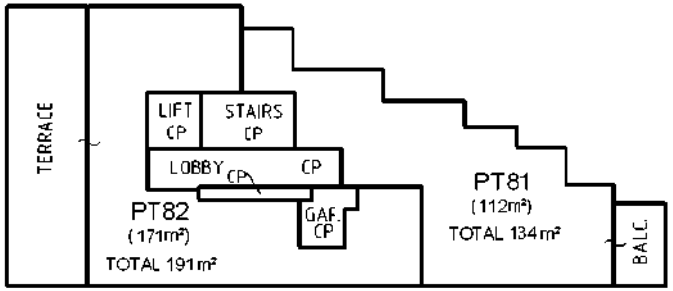
Registered:
10.10.2016

SP94030

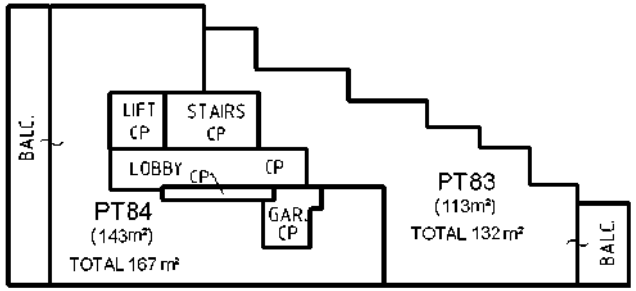
BUILDING C



LEVEL 4



LEVEL 5



LEVEL 6

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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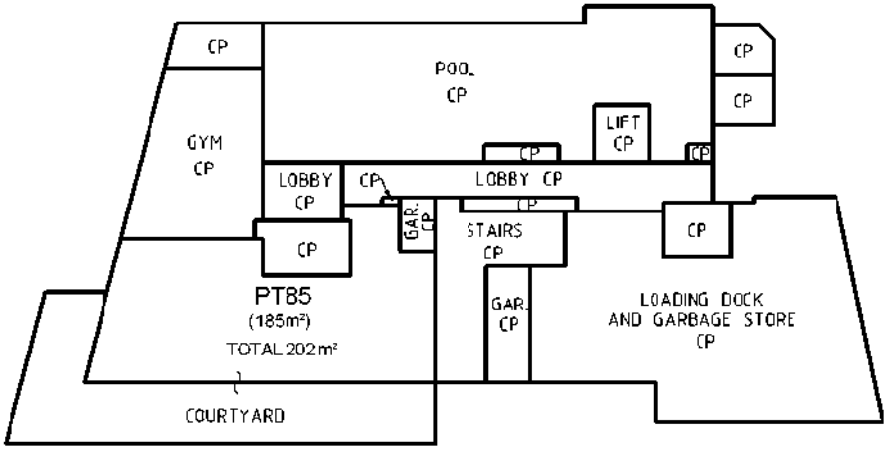
Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42)
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 250

Registered:
10.10.2016

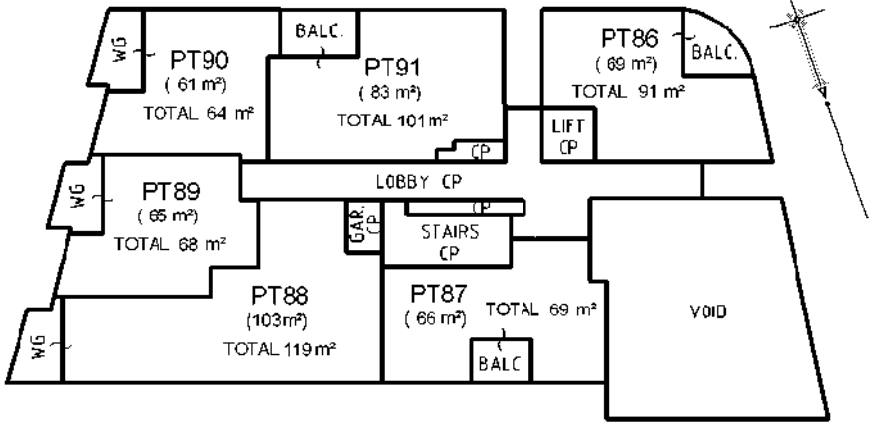
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Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:22 of 29
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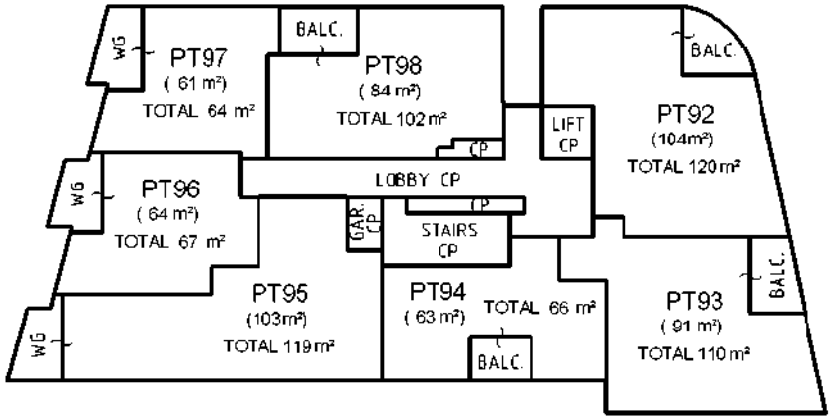
BUILDING D



GROUND FLOOR



LEVEL 1



LEVEL 2

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTER GARDEN (FULLY ENCLOSED)

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES AND COURTYARD ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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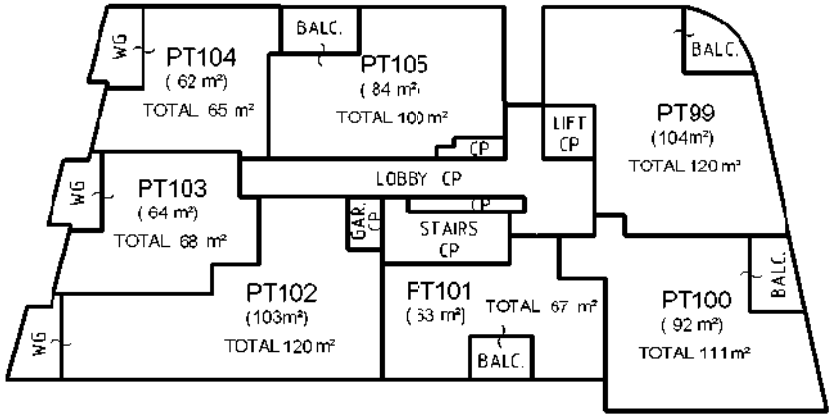
Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42)
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 250

Registered:
10.10.2016

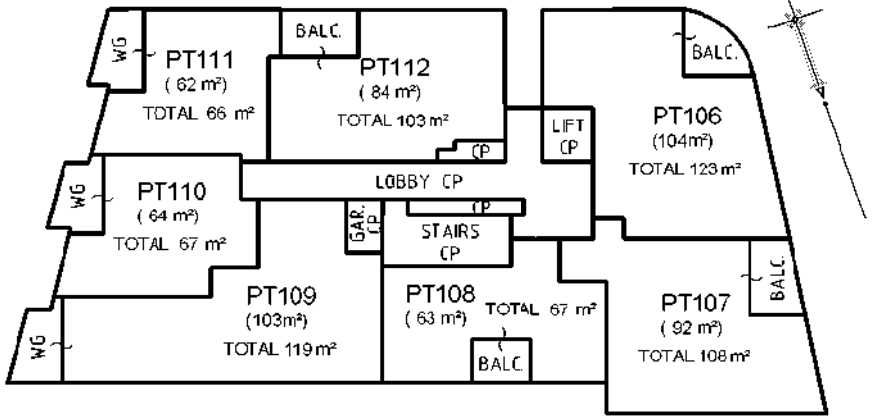
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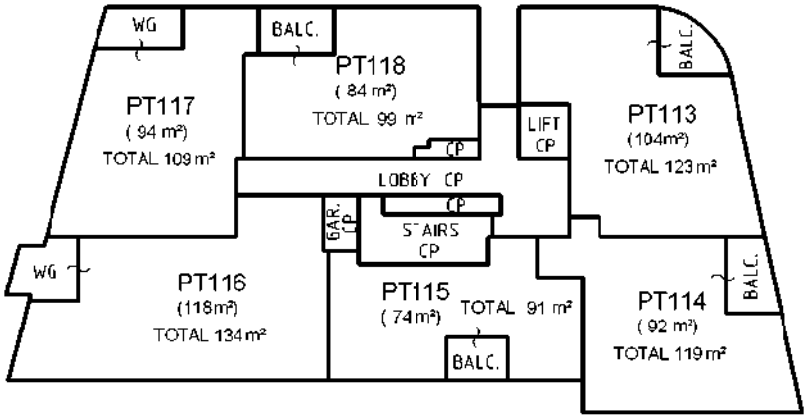
BUILDING D



LEVEL 3



LEVEL 4



LEVEL 5

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTER GARDEN (FULLY ENCLOSED)

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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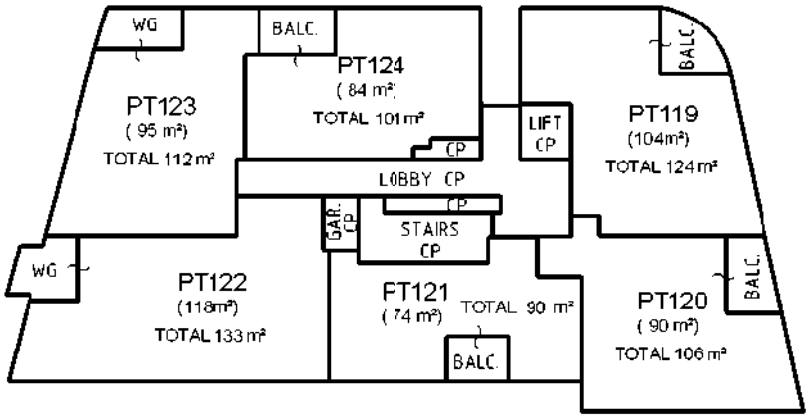
Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42|
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 250

Registered:
10.10.2016

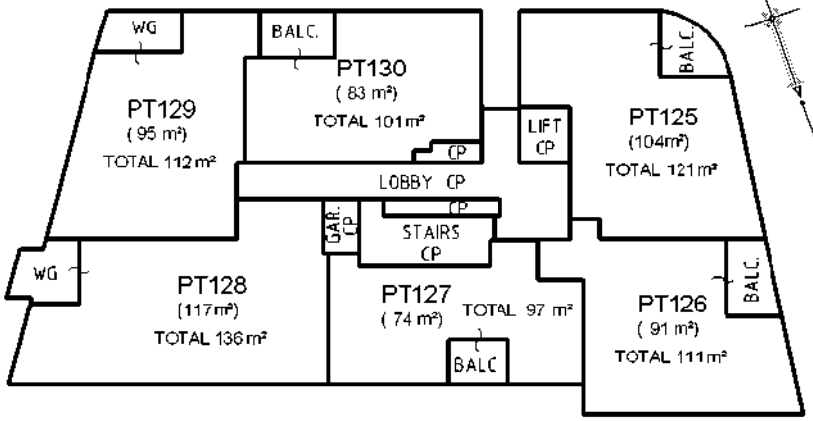
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Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:24 of 29
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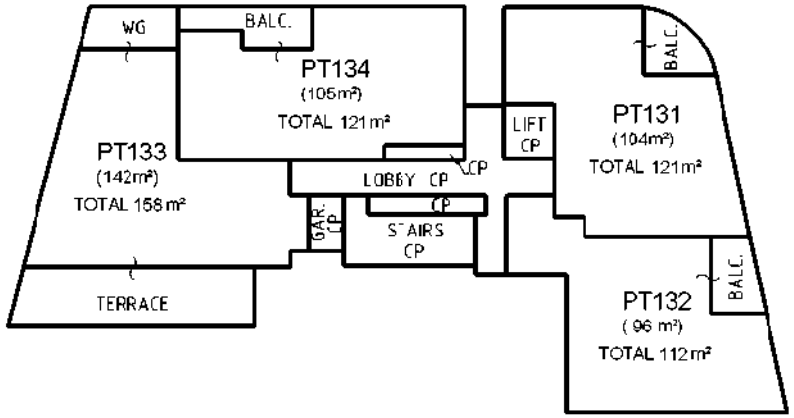
BUILDING D



LEVEL 6



LEVEL 7



LEVEL 8

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTER GARDEN (FULLY ENCLOSED)

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES AND TERRACE ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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

Surveyor: JASON RAIC
Surveyor Ref: 41625-43442SP
2016M7600(42)
Subdivision No: SC16002A
Lengths are in metres Reduction Ratio 1: 250

Registered:
10.10.2016

SP94030

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:25 of 29
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Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:26 of 29
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 10.10.2016

Purpose: STRATA PLAN

Office Use Only

SP94030 S

PLAN SUBDIVISION OF LOT 38 IN SP93231

LGA: INNER WEST

Locality: LEWISHAM

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~*The Council of .....~~

*The Accredited Certifier: Saeid Askarian

Accreditation number: BPB0014,

has made the required inspections and is satisfied that the requirements of:

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

~~*(b) Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

~~*(4) The building encroaches on a public place and;~~

~~*(a) The Council does not object to the encroachment of the building beyond the alignment of .....~~

~~*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.~~

~~*(5) This approval is given on the condition that lot(s) ^ ..... are created as utility lots in accordance with section 36 of the *Strata Schemes (Freehold Development) Act 1973* of section 68 of the *Strata Schemes (Leasehold Development) Act 1986*.~~

Date: 12/9/2016

Subdivision number: SC160021A

Relevant Development Consent number: DA 2015 00348; DA 2014 00354

Issued by: Marrickville Council

Signature: .....

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

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No 93231

~~**90 Old Canterbury Road**~~

~~**Lewisham NSW 2049**~~

The adopted by-laws for the scheme are:

*^ ..... ~~Model By-laws~~

~~* together with, Keeping of animals: Option *A/*B/*C~~

~~* By-laws in ____ sheets filed with plan.~~

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 *Strata Schemes Management Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

a surveyor registered under the *Surveying and Spatial Information Act 2002*, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has been met

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

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

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

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

Signature: .....

Date: 7/09/2016

* Strike through if inapplicable.

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

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 41625-43442SP 2016M7600(42)

ADMINISTRATION SHEET AMENDED IN LPI AT SURVEYOR'S REQUEST 6.10.2016

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:27 of 29
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 10.10.2016

Office Use Only

SP94030

PLAN SUBDIVISION OF LOT 38 IN SP93231

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC/6002A

Date of endorsement: 12/9/2016

SCHEDULE OF UNIT ENTITLEMENTS

LOT	U/E	LOT	U/E	LOT	U/E
39.	649	72.	892	105.	885
40.	649	73.	644	106.	939
41.	738	74.	885	107.	890
42.	896	75.	957	108.	646
43.	896	76.	890	109.	907
44.	670	77.	895	110.	646
45.	901	78.	866	111.	644
46.	650	79.	969	112.	887
47.	891	80.	891	113.	941
48.	955	81.	960	114.	892
49.	935	82.	975	115	704
50.	888	83.	962	116.	946
51.	638	84.	973	117.	894
52.	640	85.	945	118.	889
53.	888	86.	689	119.	942
54.	640	87.	647	120.	894
55.	881	88.	901	121.	706
56.	891	89.	640	122.	948
57.	886	90.	640	123.	896
58.	957	91.	881	124.	891
59.	937	92.	935	125.	944
60.	890	93.	886	126.	896
61.	640	94.	642	127.	708
62.	642	95.	903	128.	950
63.	890	96.	642	129.	898
64.	642	97.	640	130.	893
65.	883	98.	883	131.	946
66.	893	99.	937	132.	901
67.	890	100.	888	133.	960
68.	955	101.	644	134.	946
69.	953	102.	905	135.	1083
70.	642	103.	644	136.	106564
71.	644	104.	642	Total	187609

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with Section 28QAA Strata Schemes (Freehold Development) Act 1973 or Section 57AAA Strata Schemes Leasehold Development Act 1986.

Surveyor's Reference: 41625-43442SP 2016M7600(42)

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:28 of 29
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 10.10.2016

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SP94030

PLAN SUBDIVISION OF LOT 38 IN SP93231

Subdivision Certificate number: SC.16.02.A

Date of endorsement: 12/9/2016

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

- A Schedule of Unit Entitlements.
- 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.

SCHEDULE OF DOOR NUMBERS

LOT	DOOR	LOT	DOOR	LOT	DOOR
39.	G20	72.	328	105.	341
40.	G21	73.	329	106.	435
41.	G22	74.	330	107.	436
42.	G23	75.	331	108.	437
43.	G26	76.	332	109.	438
44.	G27	77.	426	110.	439
45.	G28	78.	427	111.	440
46.	G29	79.	428	112.	441
47.	G30	80.	429	113.	535
48.	120	81.	526	114.	536
49.	121	82.	527	115	537
50.	122	83.	626	116.	538
51.	126	84.	627	117.	539
52.	127	85.	G35	118.	540
53.	128	86.	135	119.	635
54.	129	87.	136	120.	636
55.	130	88.	137	121.	637
56.	131	89.	138	122.	638
57.	132	90.	139	123.	639
58.	220	91.	140	124.	640
59.	221	92.	235	125.	735
60.	222	93.	236	126.	736
61.	226	94.	237	127.	737
62.	227	95.	238	128.	738
63.	228	96.	239	129.	739
64.	229	97.	240	130.	740
65.	230	98.	241	131.	835
66.	231	99.	335	132.	836
67.	232	100.	336	133.	837
68.	320	101.	337	134.	838
69.	321	102.	338	135.	COMMUNITY
70.	326	103.	339	136.	Development Lot
71.	327	104.	340		

The Schedule of Door Numbers does not form part of the Administration Sheet required by the Strata Schemes (Freehold Development Act 1973. Information not checked in LPI.

Surveyor's Reference: 41625-43442SP 2016M7600(42)

Req:R450184 /Doc:SP 0094030 P /Rev:10-Oct-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:45 /Seq:29 of 29
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STRATA PLAN FORM 3A (Annexure Sheet) **WARNING: Creasing or folding will lead to rejection**

STRATA PLAN ADMINISTRATION SHEET

PLAN SUBDIVISION OF LOT 38 IN SP93231

ffice Use Only

SP94030

Office Use Only

Registered: 10.10.2016

Strata Certificate Details: Subdivision No: SC 16002A Date: 12/9/2016

EXECUTED by
KARIMBLA PROPERTIES (NO.23) PTY LTD
ACN 115 511 236
in accordance with Section 127
of the Corporations Act

Signature of Director

James Sialepis
NAME (please print)

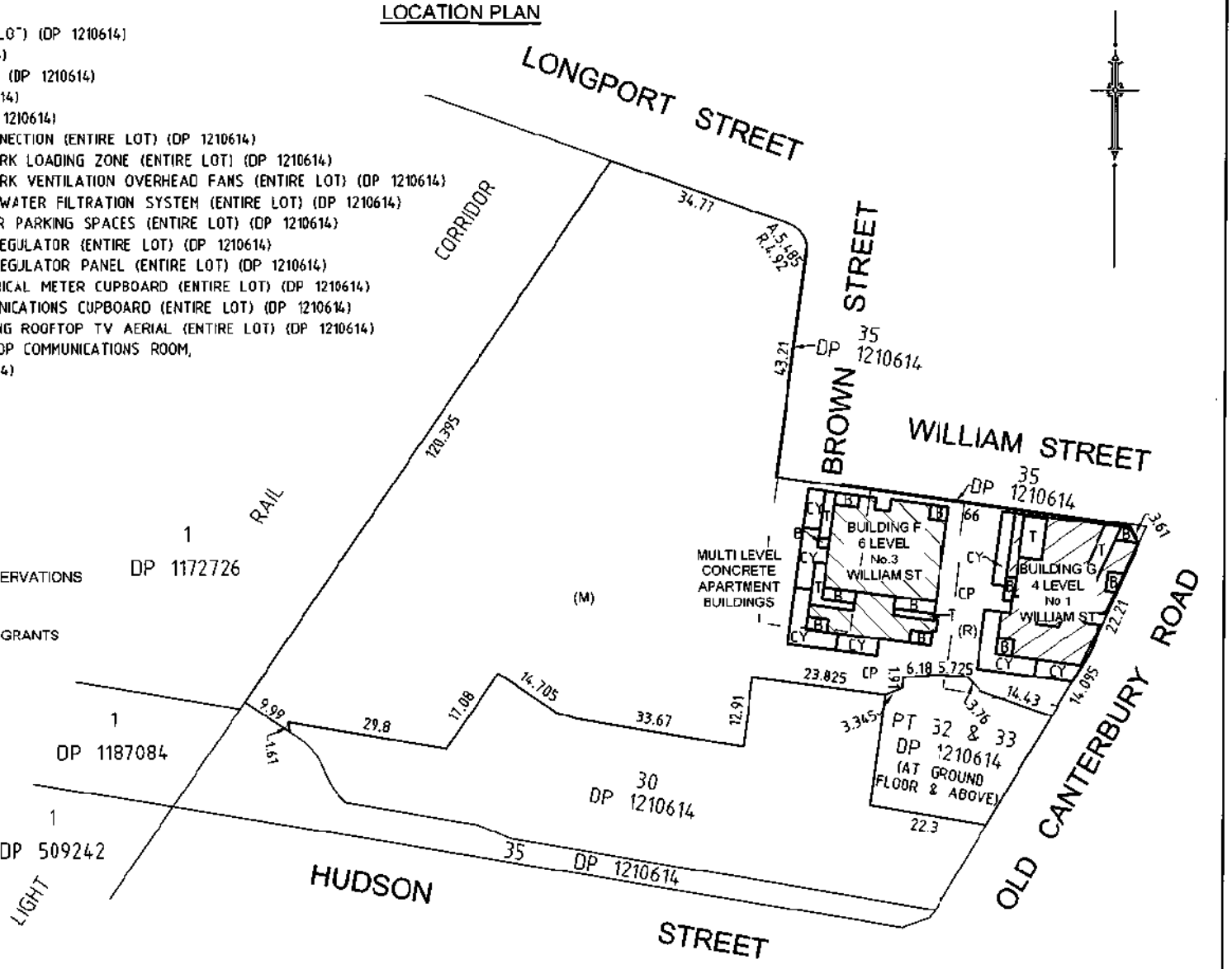
Signature of Director/secretary

ROBIN McCULLY
NAME (please print)

SURVEYOR'S REFERENCE: 41625-43442SP 2016M7600(42)

LOCATION PLAN

× EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR SERVICES (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR FIRE SERVICES (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF SEWER CONNECTION (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE CARPARK LOADING ZONE (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE CARPARK VENTILATION OVERHEAD FANS (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING SPACES (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE FIRE REGULATOR PANEL (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL METER CUPBOARD (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE COMMUNICATIONS CUPBOARD (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE BUILDING ROOFTOP TV AERIAL (ENTIRE LOT) (DP 1210614)
× EASEMENT FOR ACCESS AND USE OF THE ROOFTOP COMMUNICATIONS ROOM, DISH AND EQUIPMENT (ENTIRE LOT) (DP 1210614)
× POSITIVE COVENANT (DP 1210614)



(M) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT

(R) RESERVATIONS AND CONDITIONS IN THE CROWN GRANTS

NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
CY ~ COURTYARD
T ~ TERRACE

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

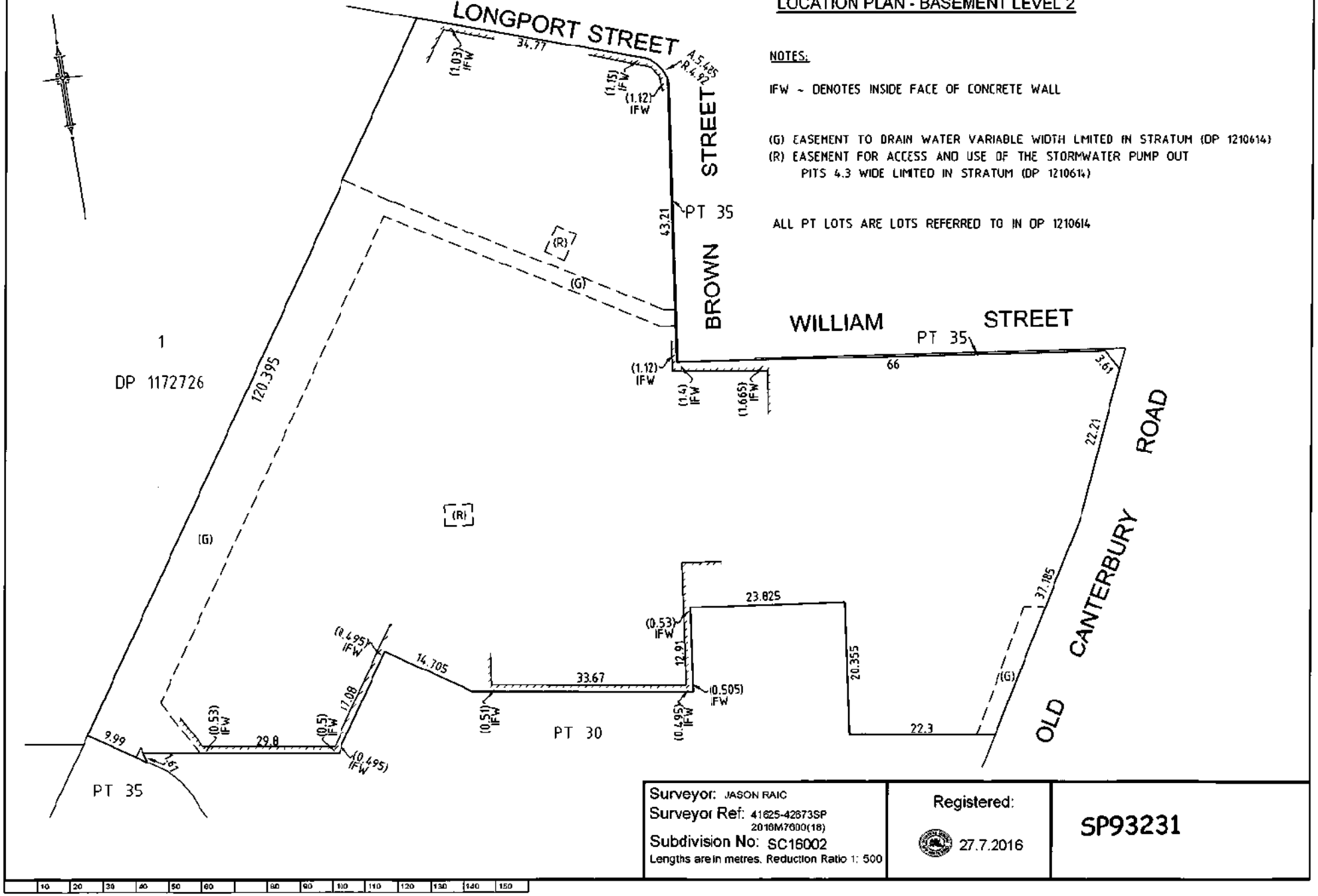
Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7600(16)
Subdivision No: SC16002
Lengths are in metres. Reduction Ratio 1: 750

Registered: 27.7.2016

SP93231 P

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:1 of 21
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LOCATION PLAN - BASEMENT LEVEL 2



NOTES:

IFW - DENOTES INSIDE FACE OF CONCRETE WALL

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH LMITED IN STRATUM (DP 1210614)
(R) EASEMENT FOR ACCESS AND USE OF THE STORMWATER PUMP OUT PITS 4.3 WIDE LIMITED IN STRATUM (DP 1210614)

ALL PT LOTS ARE LOTS REFERRED TO IN OP 1210614

Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2016M7600(18) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 500	Registered: 27.7.2016	SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:2 of 21
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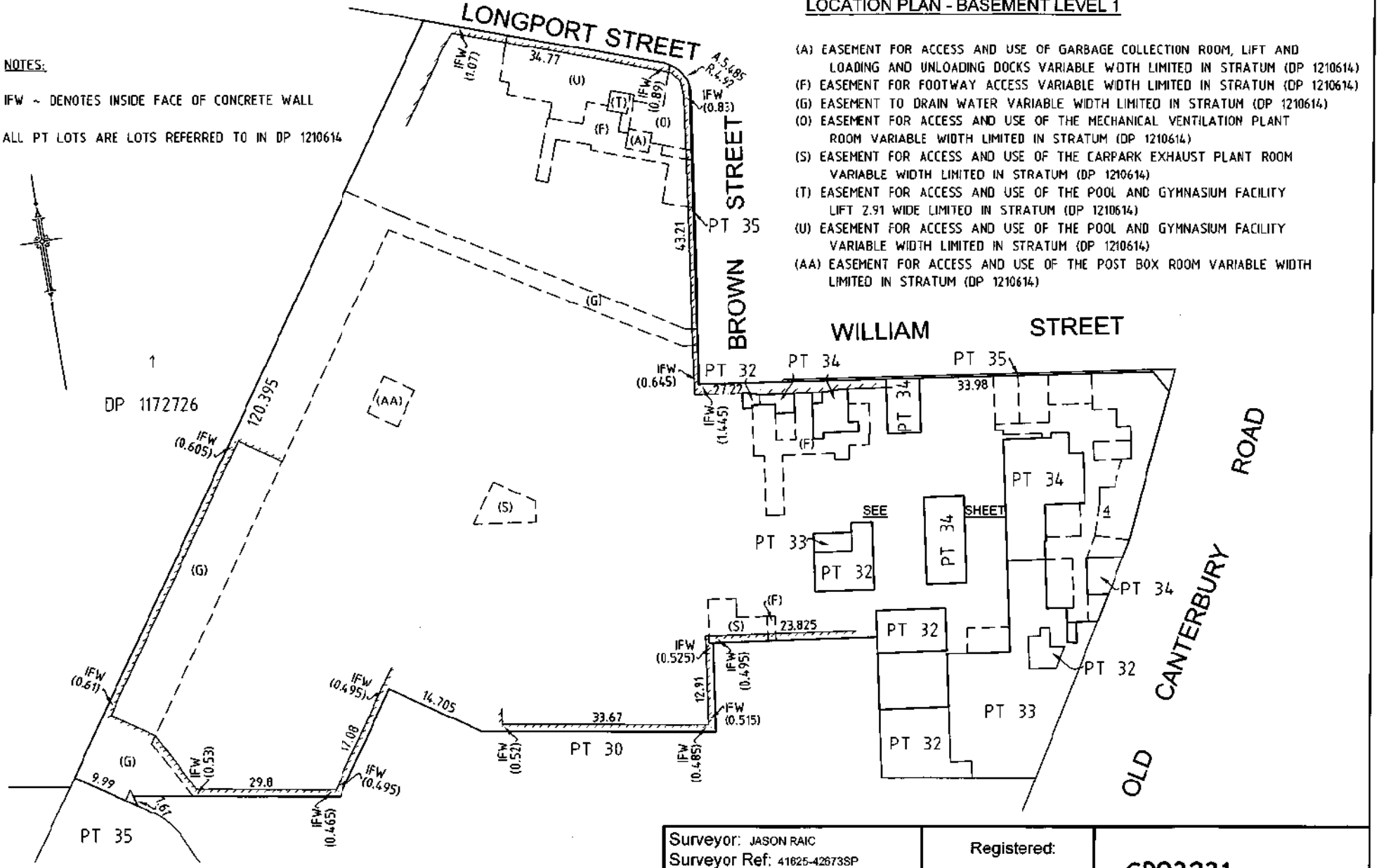
LOCATION PLAN - BASEMENT LEVEL 1

NOTES:

IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

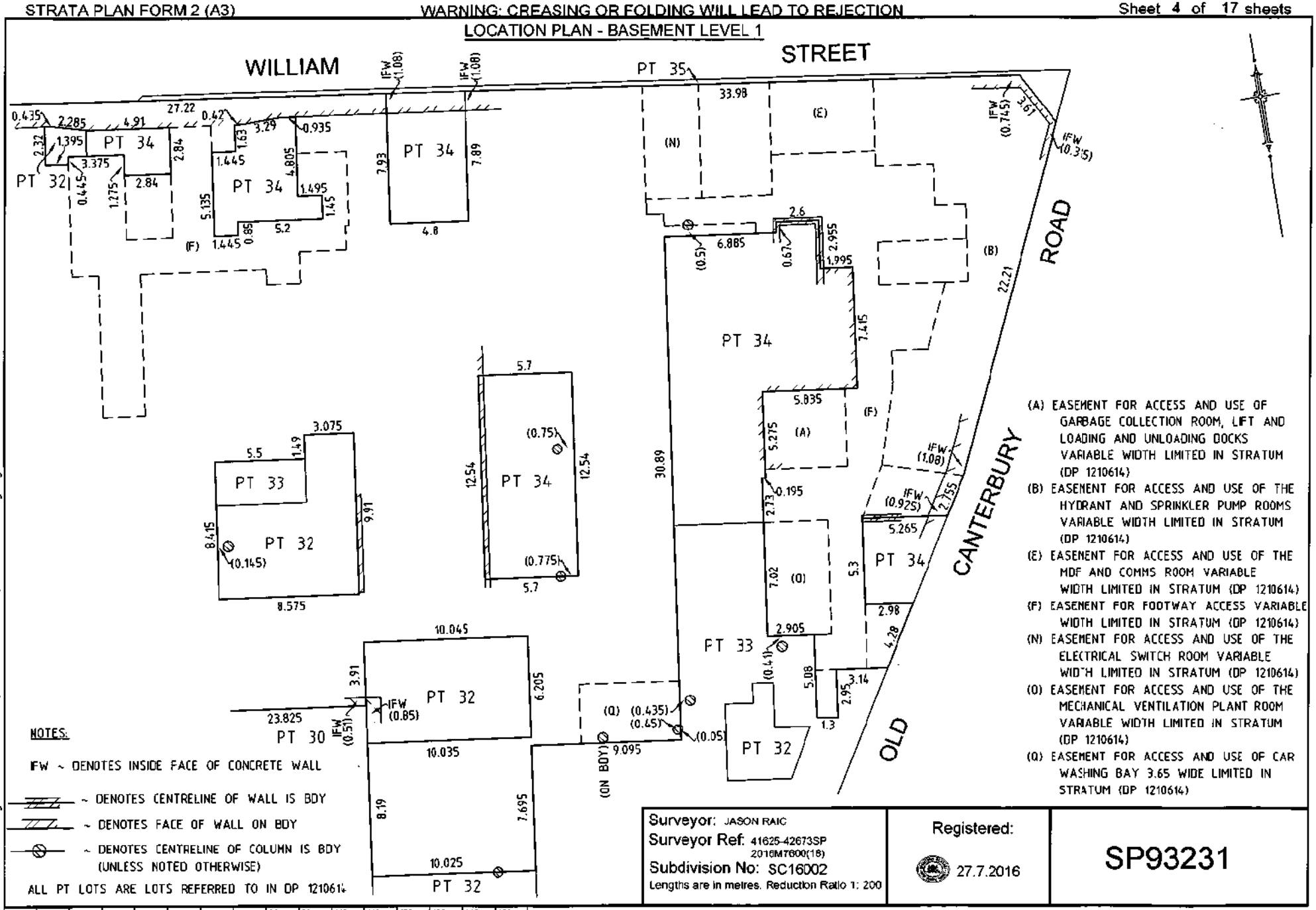
(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(O) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(S) EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(T) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN STRATUM (DP 1210614)
(U) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(AA) EASEMENT FOR ACCESS AND USE OF THE POST BOX ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)



Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2016M7600(18) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 500	Registered: 27.7.2016	SP93231

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LOCATION PLAN - BASEMENT LEVEL 1



NOTES:

IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

~ DENOTES CENTRELINE OF WALL IS BDY

~ DENOTES FACE OF WALL ON BDY

~ DENOTES CENTRELINE OF COLUMN IS BDY (UNLESS NOTED OTHERWISE)

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(B) EASEMENT FOR ACCESS AND USE OF THE HYDRANT AND SPRINKLER PUMP ROOMS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(E) EASEMENT FOR ACCESS AND USE OF THE MDF AND COMMS ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(N) EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL SWITCH ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

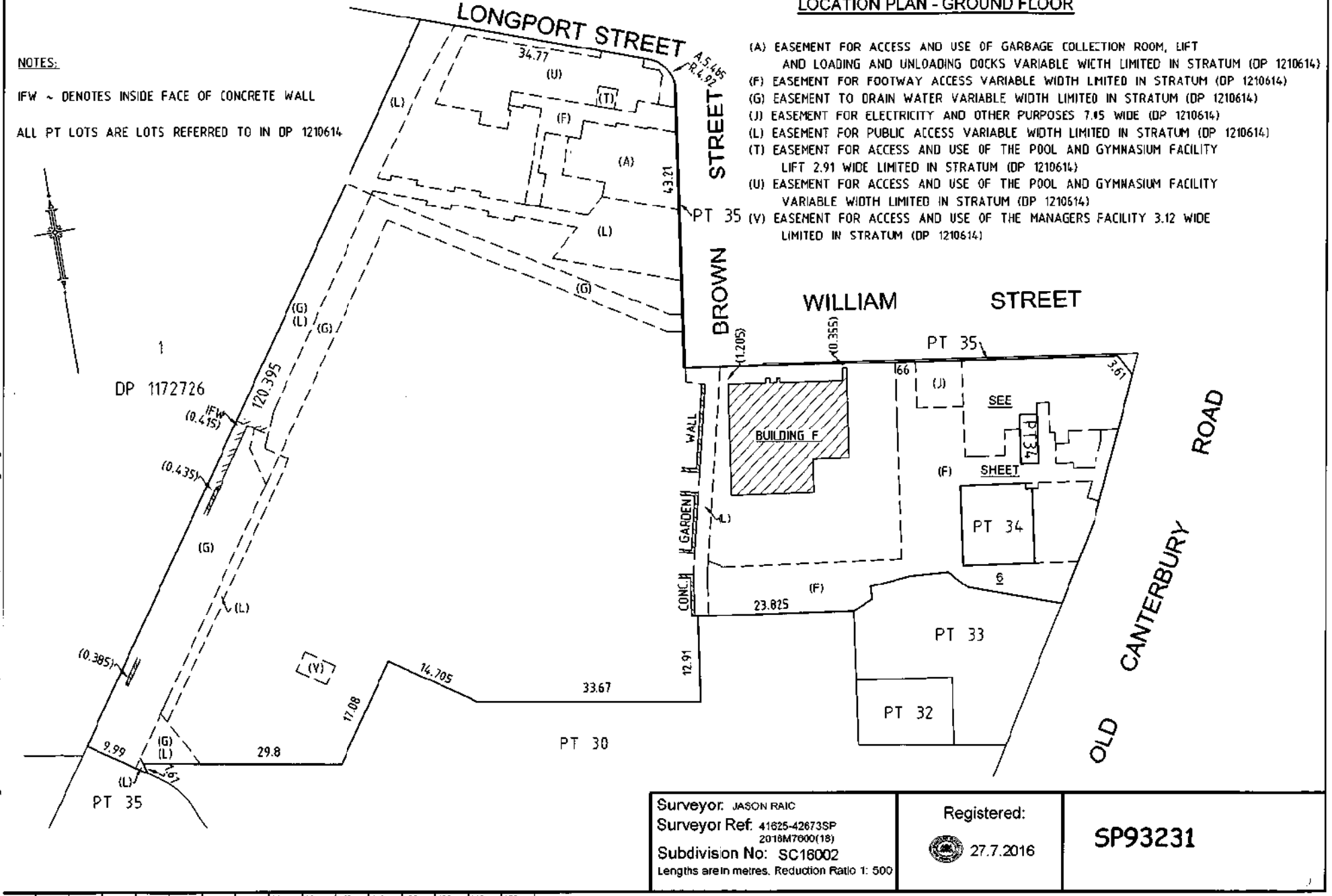
(O) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(Q) EASEMENT FOR ACCESS AND USE OF CAR WASHING BAY 3.65 WIDE LIMITED IN STRATUM (DP 1210614)

Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2016M7600(18) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 200	Registered: 27.7.2016	SP93231

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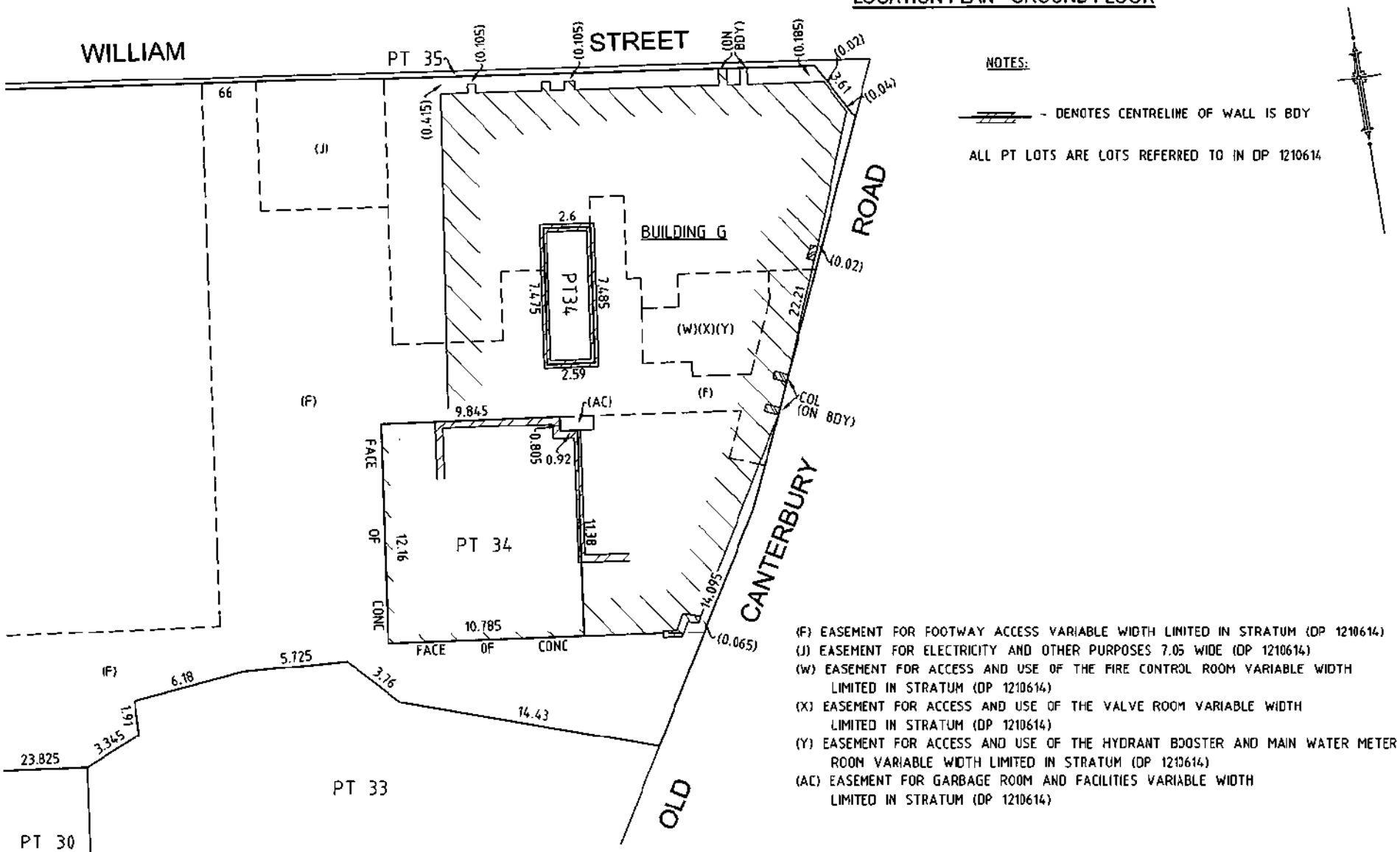
LOCATION PLAN - GROUND FLOOR



Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2018M7600(18) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 500	Registered: 27.7.2016	SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:5 of 21
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LOCATION PLAN - GROUND FLOOR



NOTES:

- DENOTES CENTRELINE OF WALL IS BDY

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

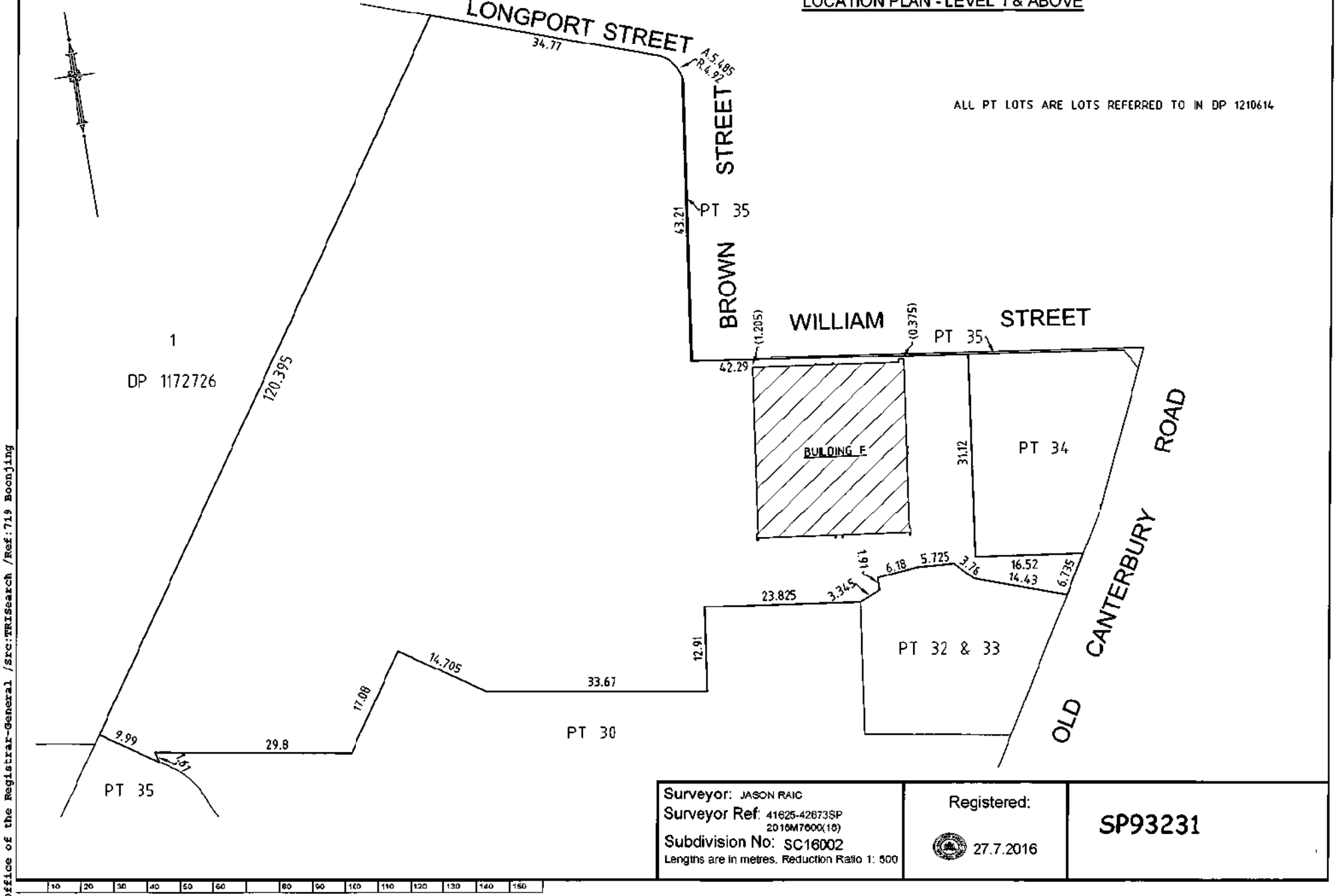
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(J) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.05 WIDE (DP 1210614)
(W) EASEMENT FOR ACCESS AND USE OF THE FIRE CONTROL ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(X) EASEMENT FOR ACCESS AND USE OF THE VALVE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(Y) EASEMENT FOR ACCESS AND USE OF THE HYDRANT BOOSTER AND MAIN WATER METER ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2016M7600(16) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 200	Registered: 27.7.2016	SP93231

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

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:6 of 21
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LOCATION PLAN - LEVEL 1 & ABOVE

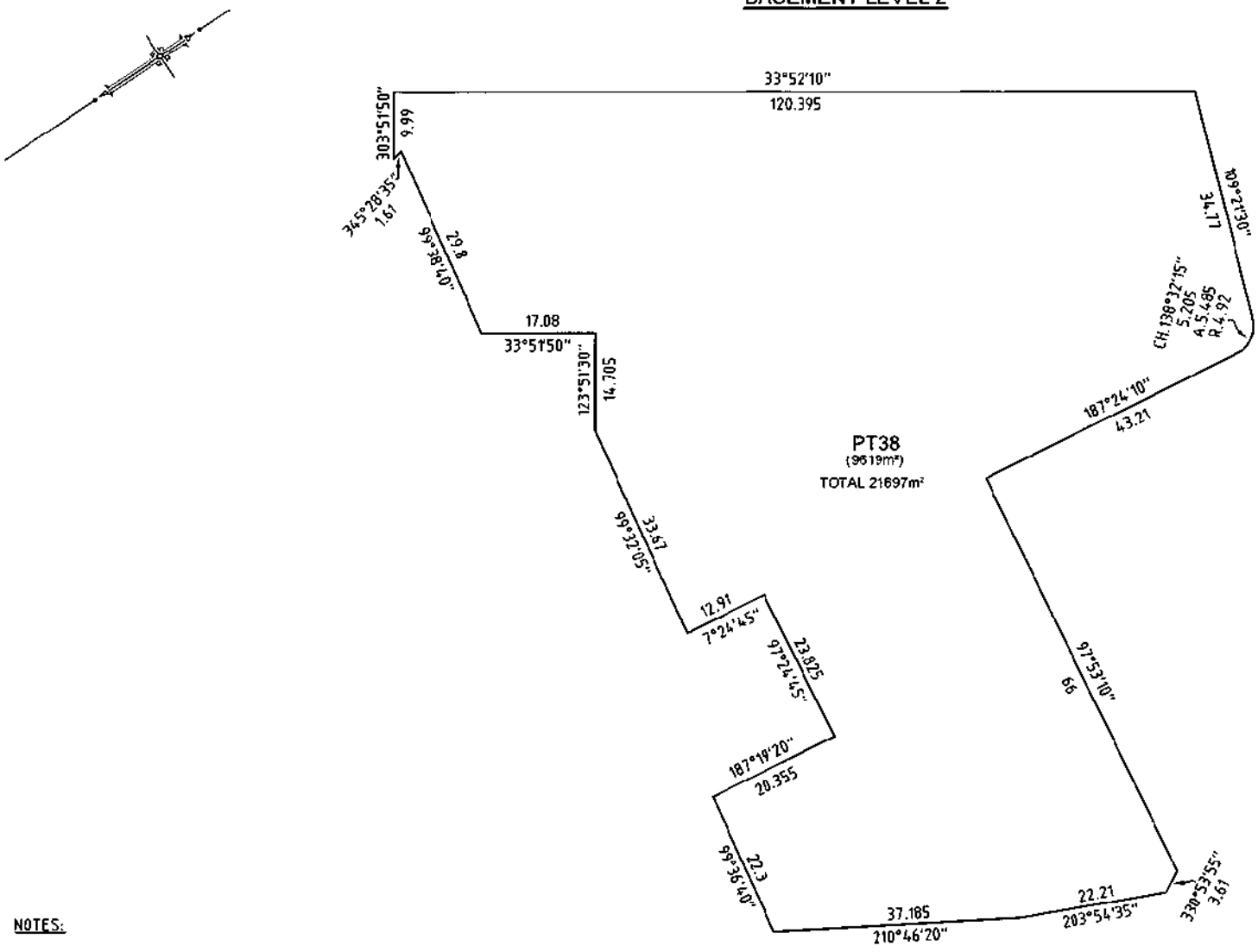


ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2015M7600(16) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 500	Registered: 27.7.2016	SP93231

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BASEMENT LEVEL 2



NOTES:

LOT 38 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 38 IS LIMITED IN DEPTH TO 20 BELOW & LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

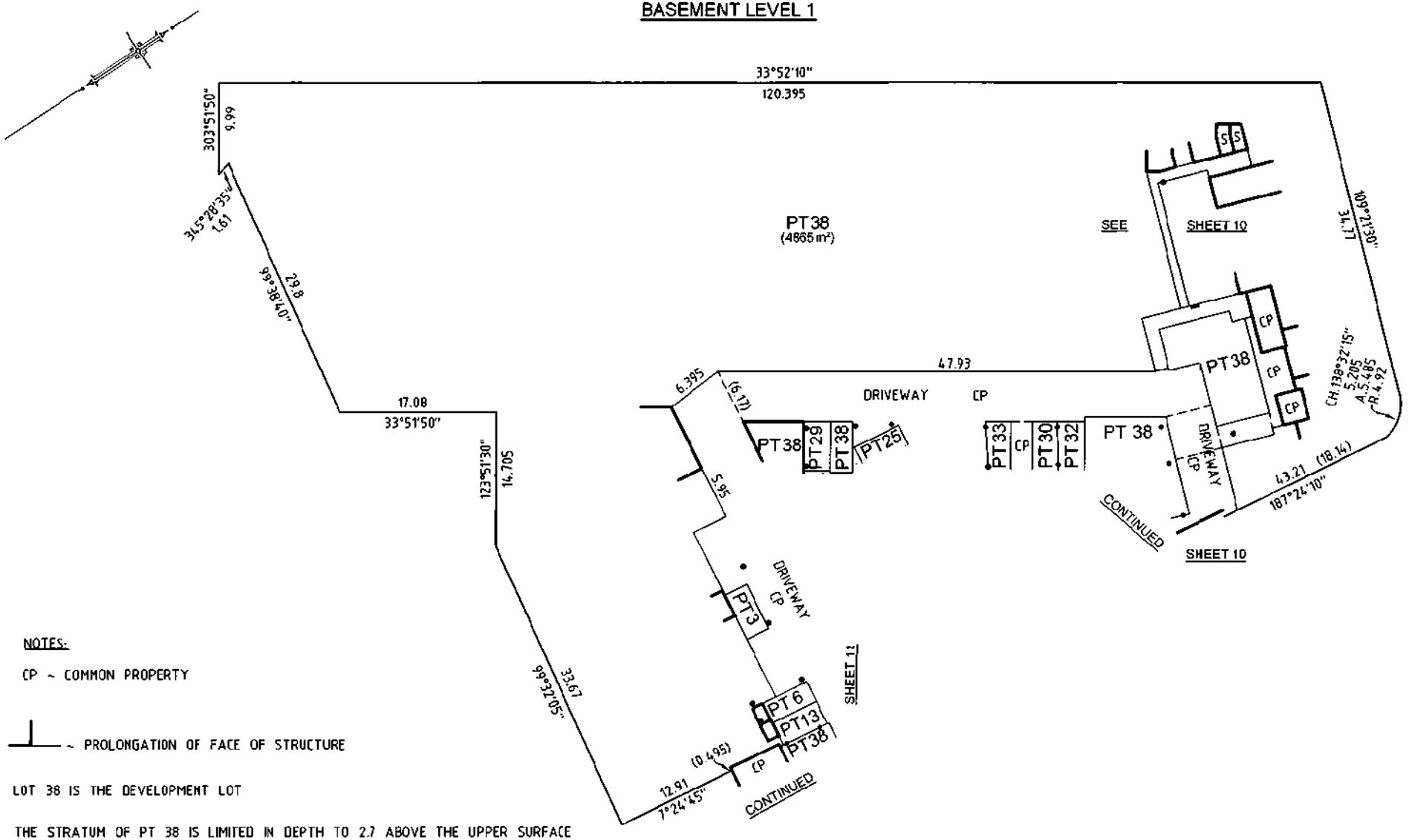
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2016M7600(16) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 600	Registered: 27.7.2016	SP93231

10 20 30 40 50 60 80 90 100 110 120 130 140 150

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:8 of 21
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BASEMENT LEVEL 1



NOTES:

CP ~ COMMON PROPERTY

~ PROLONGATION OF FACE OF STRUCTURE

LOT 38 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 38 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 38 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

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

Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7600(16)
Subdivision No: SC16002
Lengths are in metres. Reduction Ratio 1: 400

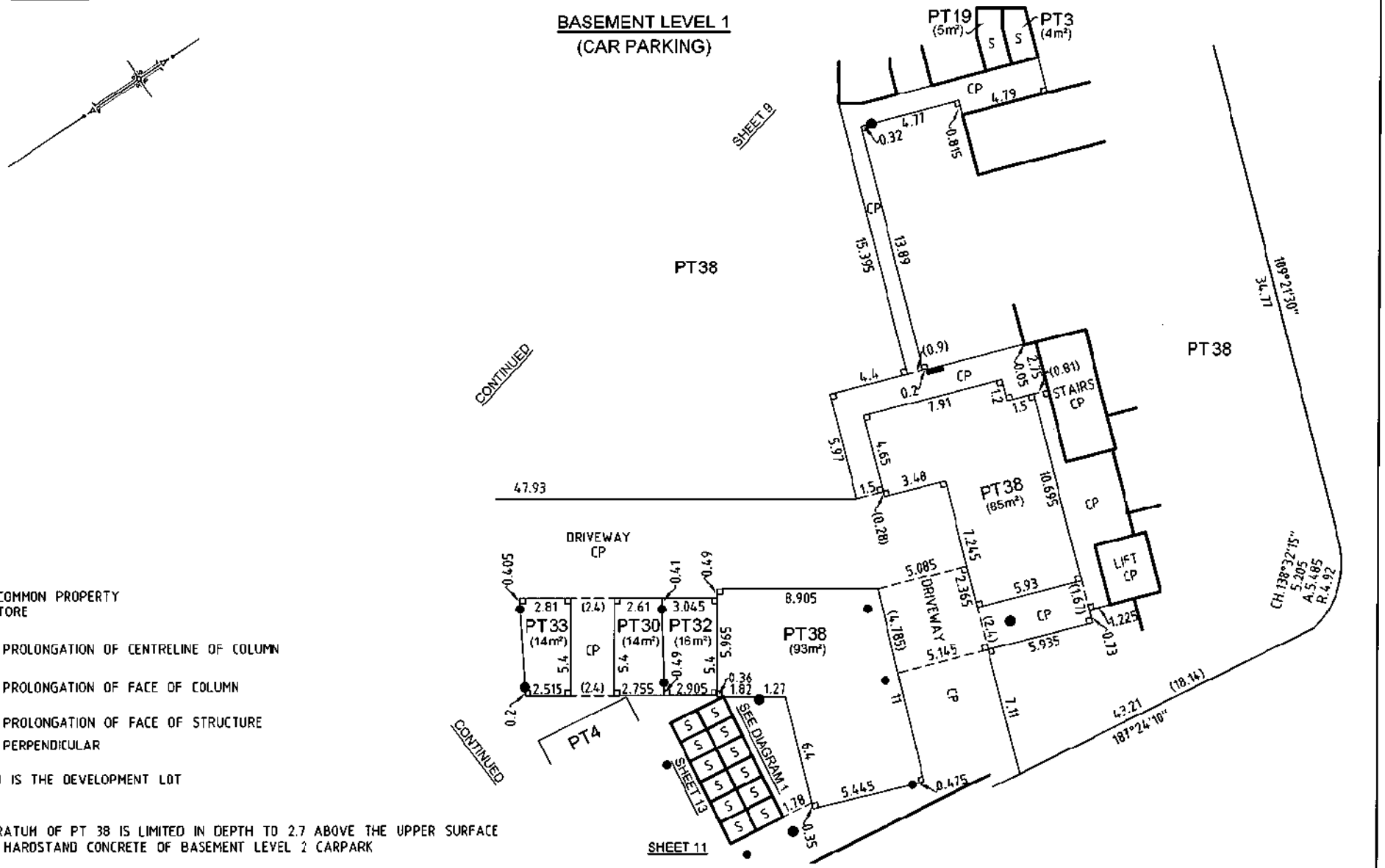
Registered: 27.7.2016

SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:9 of 21
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BASEMENT LEVEL 1
(CAR PARKING)



NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

~ PROLONGATION OF CENTRELINE OF COLUMN

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

LOT 38 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 38 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 38 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

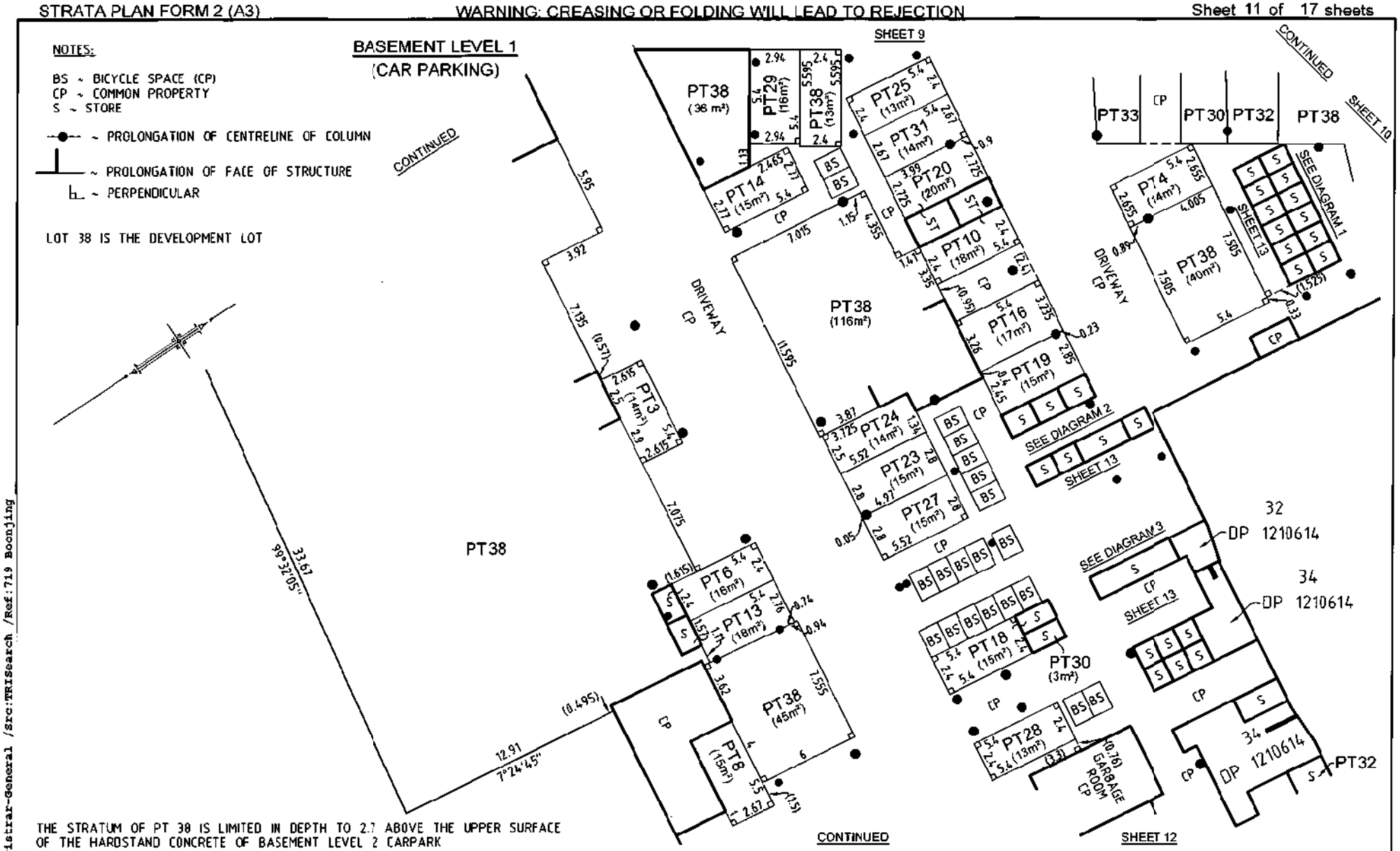
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

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

Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7600(18)
Subdivision No: SC16002
Lengths are in metres. Reduction Ratio 1: 200

Registered: 27.7.2016

SP93231



THE STRATUM OF PT 38 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 38 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2016M7600(18) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 200	Registered: 27.7.2016	SP93231

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BASEMENT LEVEL 1
(CAR PARKING)

CONTINUED SHEET 11

NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
MB ~ MOTOR BIKE PARKING (CP)
S ~ STORE

~ PROLONGATION OF CENTRELINE OF COLUMN

~ PROLONGATION OF FACE OF STRUCTURE

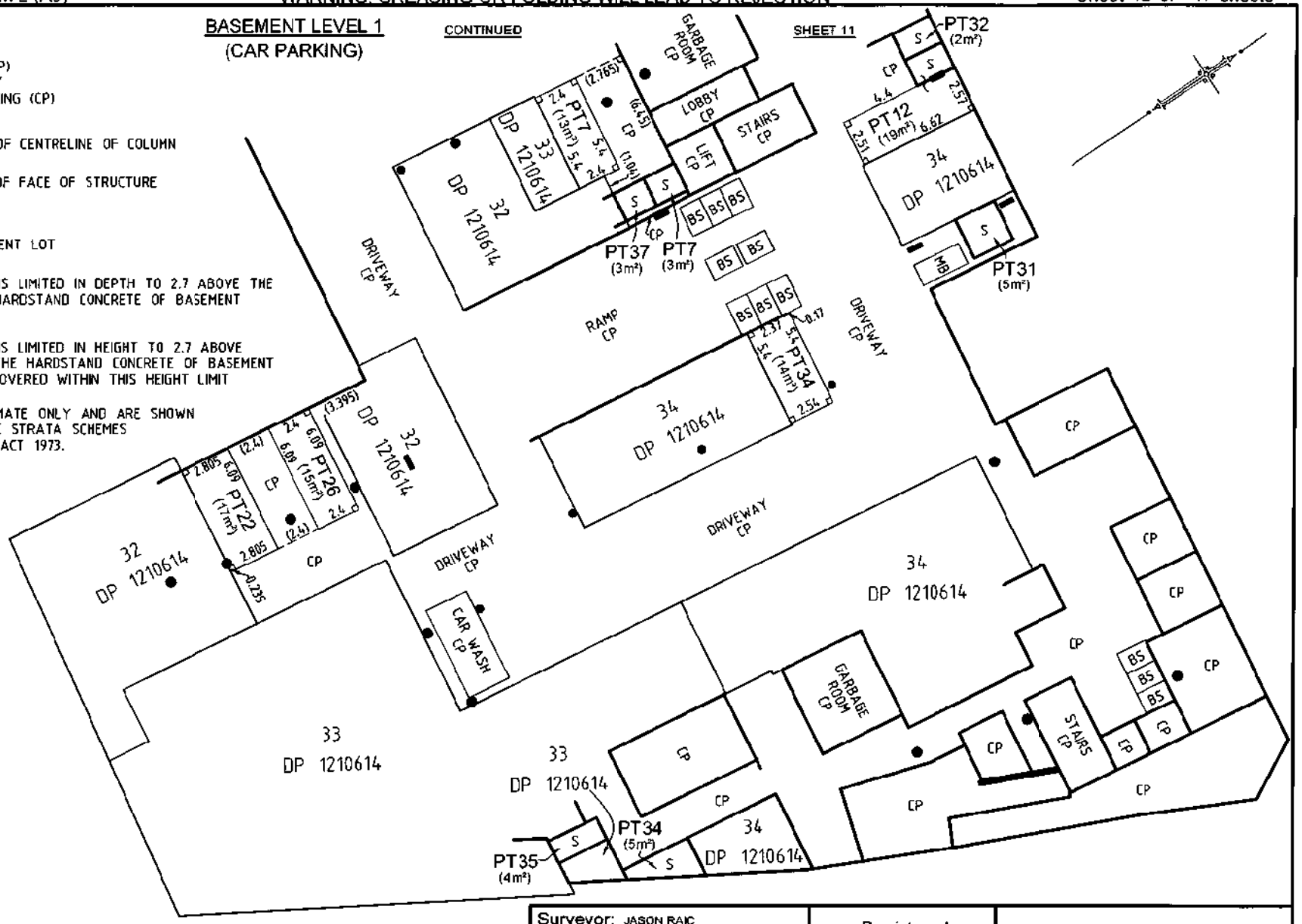
~ PERPENDICULAR

LOT 38 IS THE DEVELOPMENT LOT

THE STRATUM OF PT 38 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK

THE STRATUM OF PT 38 IS LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

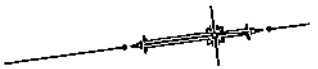


Surveyor: JASON RAIC Surveyor Ref: 41625-42673SP 2016M7600(16) Subdivision No: SC16002 Lengths are in metres. Reduction Ratio 1: 200	Registered: 27.7.2016	SP93231

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

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:12 of 21
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BASEMENT LEVEL 1
(STORE DIAGRAMS)



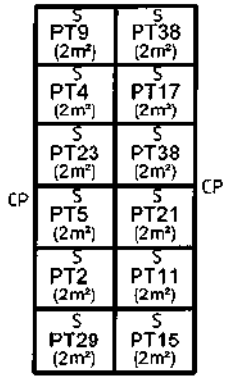


DIAGRAM 1

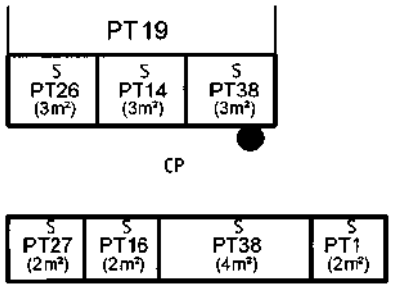


DIAGRAM 2

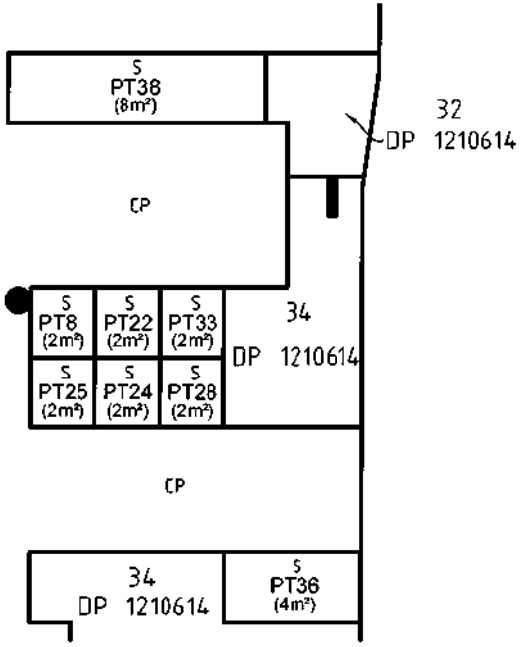


DIAGRAM 3

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

LOT 38 IS THE DEVELOPMENT LOT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

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

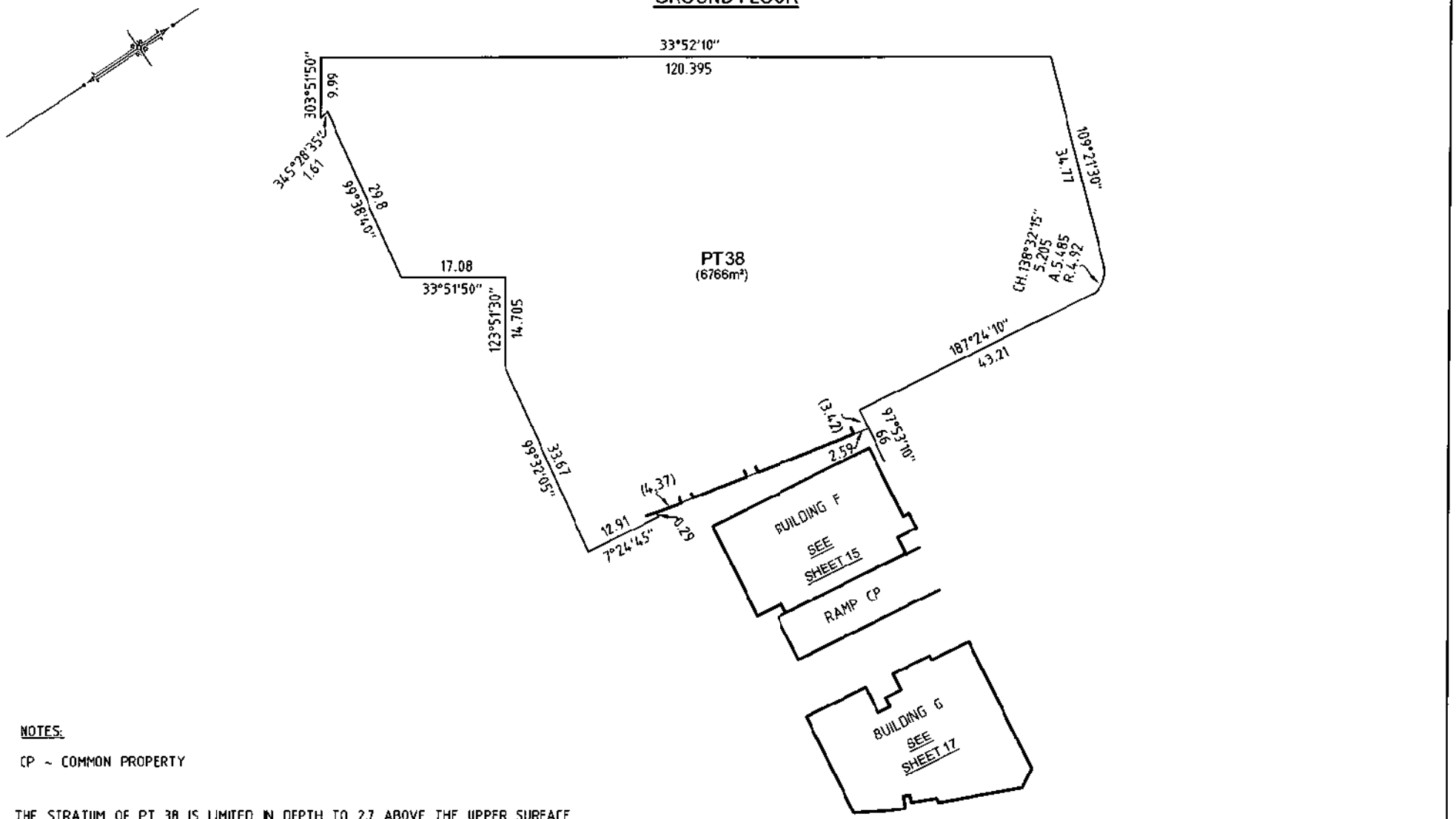
Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7600(16)
Subdivision No: SC16002
Lengths are in metres. Reduction Ratio 1: 100

Registered: 27.7.2016

SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:13 of 21
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GROUND FLOOR



NOTES:

CP ~ COMMON PROPERTY

THE STRATUM OF PT 38 IS LIMITED IN DEPTH TO 2.7 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 2 CARPARK EXCEPT WHERE THE CONCRETE CEILING OF BASEMENT LEVEL 1 EXISTS WITHIN THIS HEIGHT LIMIT

THE STRATUM OF PT 38 IS LIMITED IN HEIGHT TO 60 ABOVE THE UPPER SURFACE OF THE HARDSTAND CONCRETE OF BASEMENT LEVEL 1 CARPARK

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

10 20 30 40 50 60 80 90 100 110 120 130 140 150

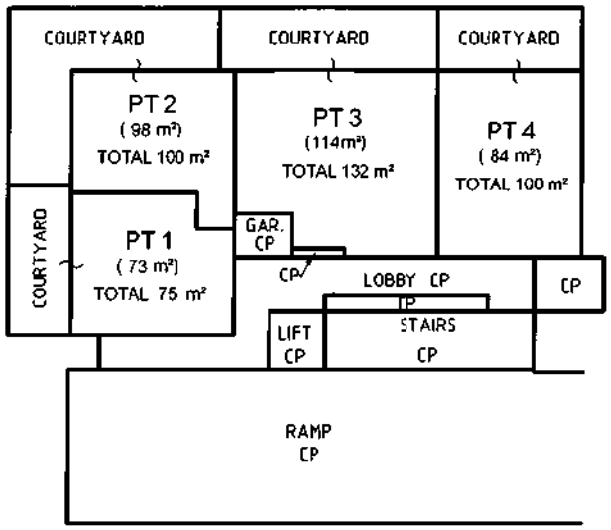
Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7600(16)
Subdivison No: SC16002
Lengths are in metres. Reduction Ratio 1: 600

Registered: 27.7.2016

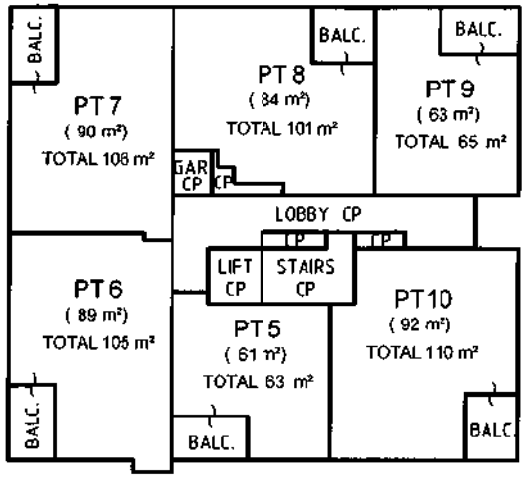
SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:14 of 21
© Office of the Registrar-General /Src:TRISearch /Ref:719 Boonjing

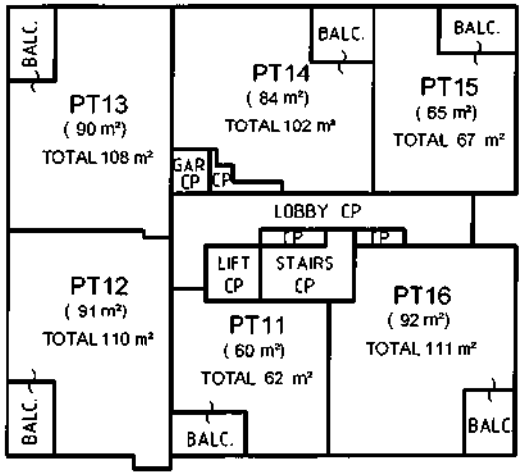
BUILDING F



GROUND FLOOR



LEVEL 1



LEVEL 2

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM

FOR CLARITY COMMON PROPERTY DUCTS AND PILLARS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES AND COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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

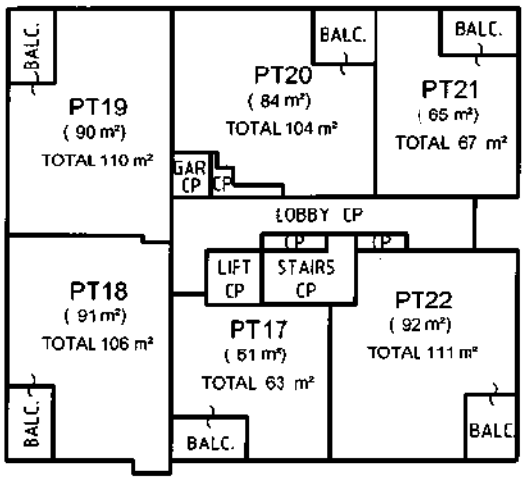
Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7600(18)
Subdivision No: SC16002
Lengths are in metres. Reduction Ratio 1: 250

Registered: 27.7.2016

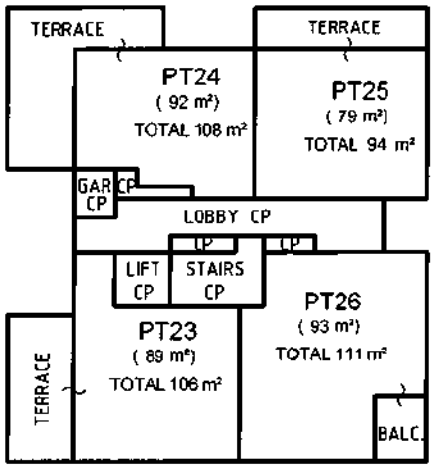
SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:15 of 21
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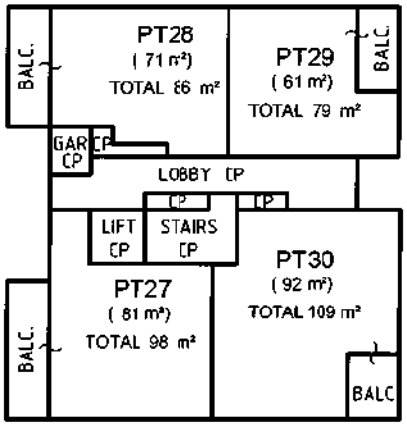
BUILDING F



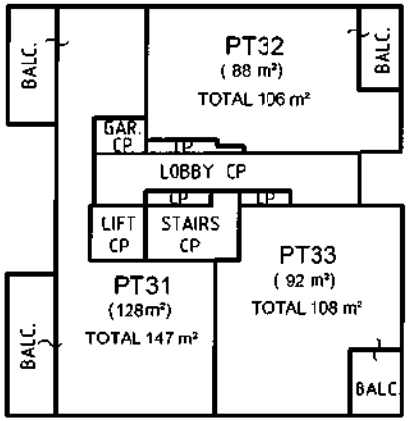
LEVEL 3



LEVEL 4



LEVEL 5



LEVEL 6

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM

FOR CLARITY COMMON PROPERTY DUCTS AND PILLARS HAVE NOT BEEN SHOWN

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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

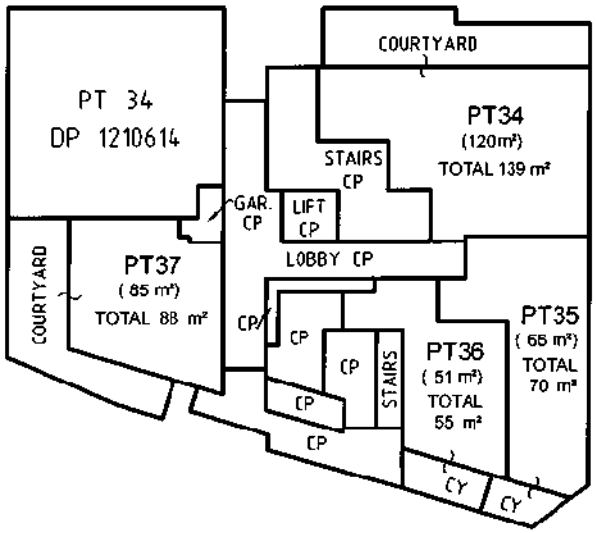
Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7600(16)
Subdivision No: SC16002
Lengths are in metres. Reduction Ratio 1: 250

Registered: 27.7.2016

SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:16 of 21
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BUILDING G



GROUND FLOOR

NOTES:

CP ~ COMMON PROPERTY
CY ~ COURTYARD
GAR. ~ GARBAGE ROOM

FOR CLARITY COMMON PROPERTY DUCTS AND PILLARS HAVE NOT BEEN SHOWN

THE STRATUM OF THE COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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

Surveyor: JASON RAIC
Surveyor Ref: 41625-42673SP 2016M7500(18)
Subdivision No: SC16002
Lengths are in metres. Reduction Ratio 1: 250

Registered: 27.7.2016

SP93231

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:17 of 21
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Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:18 of 21
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 27.7.2016

Purpose: STRATA PLAN

ce Use Only

SP93231 S

PLAN SUBDIVISION OF LOT 31 IN DP1210614

LGA: MARRICKVILLE

Locality: LEWISHAM

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~*The Council of~~ .....,

*The Accredited Certifier: Saeid Askarian

Accreditation number: BPB 0014,

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

~~*(b) Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and~~ clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*,

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

~~*(4) The building encroaches on a public place and;~~

~~*(a)~~ The Council does not object to the encroachment of the ~~building~~ beyond the alignment of .....

.....

~~*(b)~~ The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

~~*(5) This approval is given on the condition that lot(s) ^ .....~~ are created as utility lots in accordance with ~~section 39~~ of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*

Date: 17 / June / 2016

Subdivision number: SC 16002

Relevant Development Consent number: DA 2015 00348

Issued by: Marrickville Council DA 2014 00354

Signature: .....

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

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No 93231

90 Old Canterbury Road
Lewisham NSW 2049

The adopted by-laws for the scheme are:

~~*^ Model By-laws~~

~~* together with, Keeping of animals: Option *A/*B/*C~~

* By-laws in 12 sheets filed with plan.

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 *Strata Schemes Management Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

a surveyor registered under the *Surveying and Spatial Information Act 2002*, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has been met

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

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

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

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

Signature: .....

Date: 30/05/2016

* Strike through if inapplicable.

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

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE:
41625-42673SP
2016M7600(18)

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:19 of 21
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 27.7.2016

ce Use Only

SP93231

PLAN SUBDIVISION OF LOT 31 IN DP1210614

Subdivision Certificate number: SC 16002

Date of endorsement: 17/Jun/2016

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919.*
- Signatures and seals - see 195D *Conveyancing Act 1919.*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENTS

LOT	U/E	LOT	U/E	LOT	U/E
1.	659	15.	652	29.	730
2.	665	16.	902	30.	908
3.	902	17.	654	31.	980
4.	715	18.	904	32.	910
5.	650	19.	904	33.	910
6.	900	20.	899	34.	907
7.	900	21.	654	35.	668
8.	895	22.	904	36.	610
9.	650	23.	710	37.	650
10.	900	24.	735	38.	187609
11.	652	25.	730	TOTAL	217060
12.	902	26.	906		
13.	902	27.	705		
14.	897	28.	730		

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with Section 28QAA Strata Schemes (Freehold Development) Act 1973 or Section 57AAA Strata Schemes Leasehold Development Act 1986.

This plan contains Development Contract comprising ~~8~~ 20 sheets.

This plan contains a Strata Management Statement comprising 22 pages.

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 41625-42673SP 2016M7600(18)

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:20 of 21
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 27.7.2016

Office Use Only

SP93231

PLAN SUBDIVISION OF LOT 31 IN DP1210614

Subdivision Certificate number: SC.16.00.2

Date of endorsement: 17 / June / 2016

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

- A Schedule of Unit Entitlements.
- 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.

SCHEDULE OF DOOR NUMBERS

LOT	DOOR	LOT	DOOR	LOT	DOOR
1.	G50	15.	255	29.	552
2.	G51	16.	256	30.	553
3.	G52	17.	350	31.	650
4.	G53	18.	351	32.	651
5.	150	19.	352	33.	652
6.	151	20.	353	34.	G58
7.	152	21.	355	35.	G59
8.	153	22.	356	36.	G60
9.	155	23.	450	37.	G61
10.	156	24.	451	38.	DL
11.	250	25.	452	TOTAL	
12.	251	26.	453		
13.	252	27.	550		
14.	253	28.	551		

This Schedule of Door Numbers does not form part of the Administration Sheet required by the Strata Schemes (Freehold Development) Act 1973.

Information not checked in LPI

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 41625-42673SP 2016M7600(18)

Req:R449152 /Doc:SP 0093231 P /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 12:13 /Seq:21 of 21
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STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

PLAN SUBDIVISION OF LOT 31 IN DP1210614

ce Use Only

SP93231

Office Use Only

Registered: 27.7.2016

Strata Certificate Details: Subdivision No: SC 16002 Date: 17/6/2016

EXECUTED by
KARIMBLA PROPERTIES (NO.23) PTY LTD
ACN 115 511 236
in accordance with Section 127
of the Corporations Act

KARIMBLA PROPERTIES (NO. 30) PTY LTD ACN 156 425 928 THE COMMON SEAL OF

KARIMBLA PROPERTIES (NO. 23) PTY LIMITED Common Seal A.C.N. 115 511 236

.....
Signature of Director

DAVID CREMONA
.....
NAME (please print)

.....
Signature of Director/secretary

ROBYN McCULLY
.....
NAME (please print)

SURVEYOR'S REFERENCE:41625-42673SP 2016M7600(18)

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SP93231 C

Strata Development Contract – Strata Plan No.

Warning

This contract contains details of a strata scheme, which is proposed to be developed in up to ten stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973 or section 57AAA of the Strata Schemes (Leasehold Development) Act 1986.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973 or section 50 of the Strata Schemes (Leasehold Development) Act 1986.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or of the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

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SP93231

Description of Development

1. Description of Land

Lot 31 in Deposited Plan number 1210614 (Formally Lot 11 in DP774322 & Lots 6-8 in DP977044).

2. Description of any non-strata land that is to be developed along with the strata scheme

(i) Lots 30, 32, 33, 34 & 35 in DP 1210614.

(ii) A strata management statement will govern the relationship between the non-strata land and the strata scheme. A copy of the strata management statement may be obtained from the Registrar-General if the strata plan, to which this strata development contract relates, has already been registered. It should be noted that a provision of the strata development contract is void if it is inconsistent with any provision of the strata management statement.

3. Description of any Land proposed to be added to the Scheme

Not applicable.

4. Description of Development Lot

Lot 38 (and possible future Development Lot/s)

5. Covenants implied in Strata Development Contracts by the Strata Schemes (Freehold Development) Act 1973, Strata Schemes (Leasehold Development) Act 1986

5.1 Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** - proposed development subject to a warranty" in the strata development contract and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

5.2 Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any) and
- such other development as is described and identified as "**authorised proposals** - proposed development ***not*** subject to a warranty" in the contract.

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5.3 Owners Corporation expenses

The developer agrees with the owners corporation that the developer will pay the reasonable expenses incurred by the owners corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

5.4 Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

5.5 Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract or
- to such other extent as may be specified in the contract.

5.6 Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

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5.7 Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, **"damage"** does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

5.8 Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise and
- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support and
- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. Warranted Development - proposed development subject to a warranty.

Not applicable.

7. Authorised Proposals (Stage 2 – Lot 38 and possible future stages) –

Proposed development not subject to warranty.

Development that the Developers are permitted to carry out but not compelled to carry out

(i) **Description of Development**

Up to 4 buildings (including Buildings A, B, C & D) of up to 10 levels containing up to 235 residential units ,1 community facility and 2 retail Units with associated basement carparking, loading dock and storage, in accordance with the approved DA201400354 as amended from time to time – OR,

Any combination of the above in any order with the creation of up to 10 additional development lots as necessary.

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(ii) **Common Property Amenities**

Access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, a swimming pool, a gymnaium and visitor parking.

(iii) **Schedule of Commencement and Completion**

Not applicable.

(iv) **Schedule of Lots**

Up to 235 lots, in accordance with DA201400354 as amended from time to time.

(v) **Working Hours**

Between 7am and 5.30pm Monday to Saturday excluding public holidays, or as advised by Marrickville Council and the Department of Planning.

(vi) **Landscaping**

In accordance with landscape plans approved by the Certifying Authority.

(vii) **Vertical Staging**

Construction of development lot 38, or the future development lots, could be situated above and below preceding stages in the scheme. The developer holds a Construction Insurance Policy with Zurich Australia Insurance Limited (Policy No. 78-401288A-21A) and AIG Australia Limited (Policy No. SX121857) and a Combined Public and Products Liability with QBE Insurance (Australia) Limited (Policy No. 06A205846PLB).

(viii) **Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications**

By-Laws as required.

Restrictions, Easements, Positive Covenants or other rights as required by Consent Authorities, Government Departments, Service Authorities or other parties.

Creation of management agreement as required.

(ix) **Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development**

Construction access to Lot 38 will be in accordance with requirements of the approvals issued by Marrickville Council including:

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(i) access over lifts and other common accessways forming part of the Common Property, including driveways, the section of the central courtyard designated as part of development lot 38 and the car park;

(ii) storage of construction equipment and loading and unloading of equipment and materials in the central courtyard and the car park;

(iii) access over all of Lot 38; and

(iv) the use of crane which will enter the air space above stage 1 and lot 38.

(x) **Schedule of Materials and Finishes**

External walls of masonry, concrete, glass and aluminum.

(xi) **Contribution to Common Property Expenses**

The developer is not liable for any Common Property expenses, excepting in relation to costs payable to effect insurance policies required because of construction activities.

8. DATE OF CONCLUSION OF DEVELOPMENT SCHEME

30 December 2018

9. CONCEPT PLAN

See attached sheets.

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SP93231

Signatures, Consents, Approvals

EXECUTED by KARIMBLA PROPERTIES (NO. 23) PTY LTD
ACN: ~~14 651 236~~ 115 511 236
In accordance with 5127 of
The Corporations Act 2001 by

KARIMBLA PROPERTIES (NO. 23) PTY LIMITED
Common Seal
A.C.N.
115 511 236

Signature of Director

Signature of ~~Director~~/Secretary

DAVID CREMONA
Name

ROBYN McCULLY
Name

REGISTERED 27.7.2016

Ref 41625-41816StrataDevtCont 30-5-2016.doc

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Certificate of Approval

It is certified:

(a) That the consent authority has consented to the development described in Development Application No 20140035 4 And

(b) The carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:

(i) Any condition subject to which the consent was granted; or

(ii) The provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: 31 May 2016

Execution of consent authority: .....

~~(Marrickville Council)~~

JAMIE ERKEN

(INNER WEST COUNCIL)

APPROVED FORM 15A

Sheet 1 of 12 sheets

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

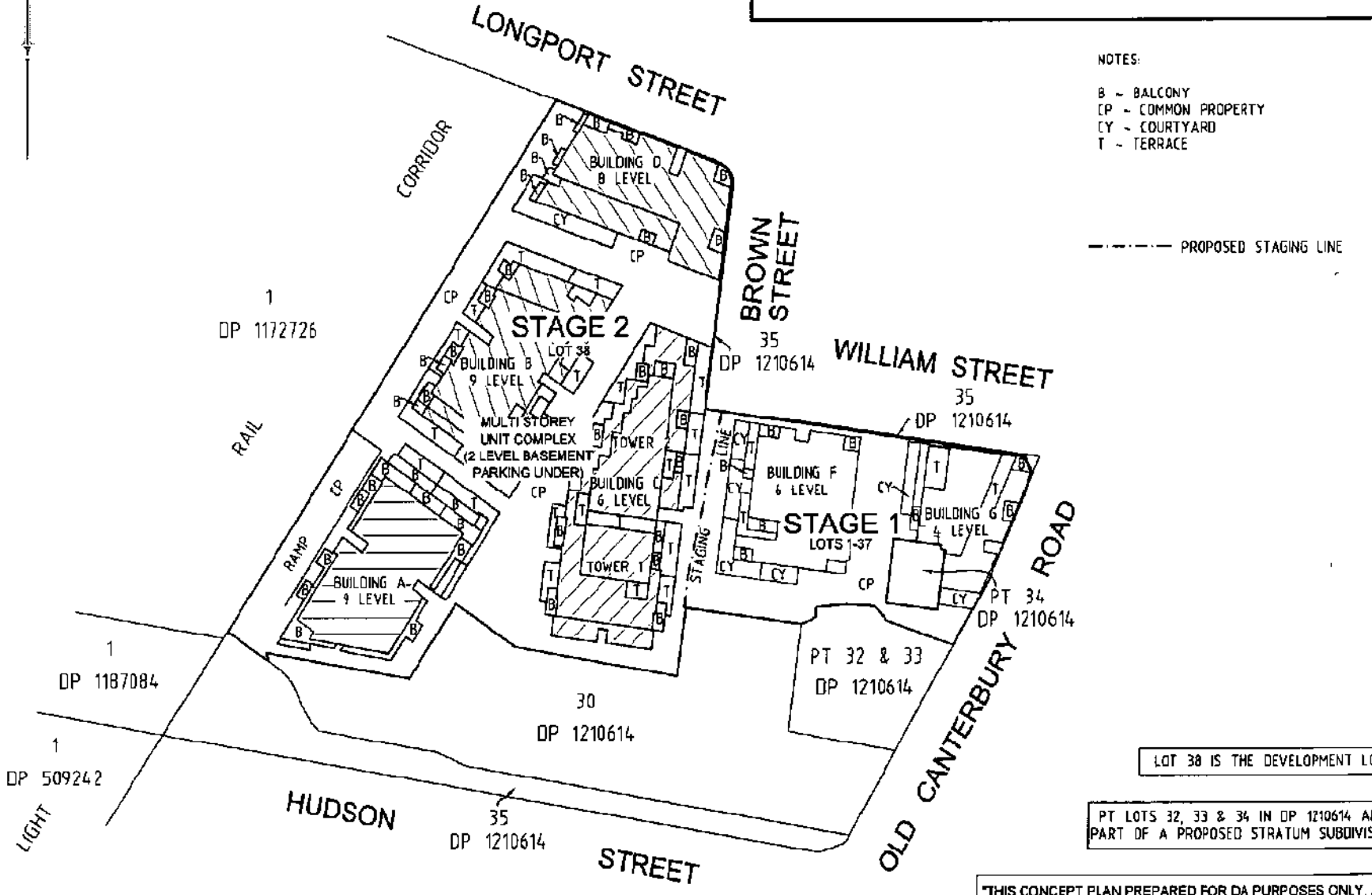
Strata Plan No.

Consented to

Application No.

Registered Date

LOCATION PLAN



NOTES:

B ~ BALCONY
CP ~ COMMON PROPERTY
CY ~ COURTYARD
T ~ TERRACE

—·—·— PROPOSED STAGING LINE

LOT 38 IS THE DEVELOPMENT LOT

PT LOTS 32, 33 & 34 IN DP 1210614 ARE PART OF A PROPOSED STRATUM SUBDIVISION

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

Sheet 1 of 20

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SP93231

Strata Plan No.

Consented to

Application No.

Registered Date

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

-.-.-.- PROPOSED STAGING LINE

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

BASEMENT B2

OLD CANTERBURY ROAD

WILLIAM STREET

BROWN STREET

LONGPORT STREET

STAGE 2

CORRIDOR

RAIL

HUDSON STREET

LIGHT

35 DP 1210614

30 DP 1210614

1 DP 1172726

M.G.A.

APPROVED FORM 15A

SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

APPROVED FORM 15A

Strata Development Contract

CONCEPT PLAN

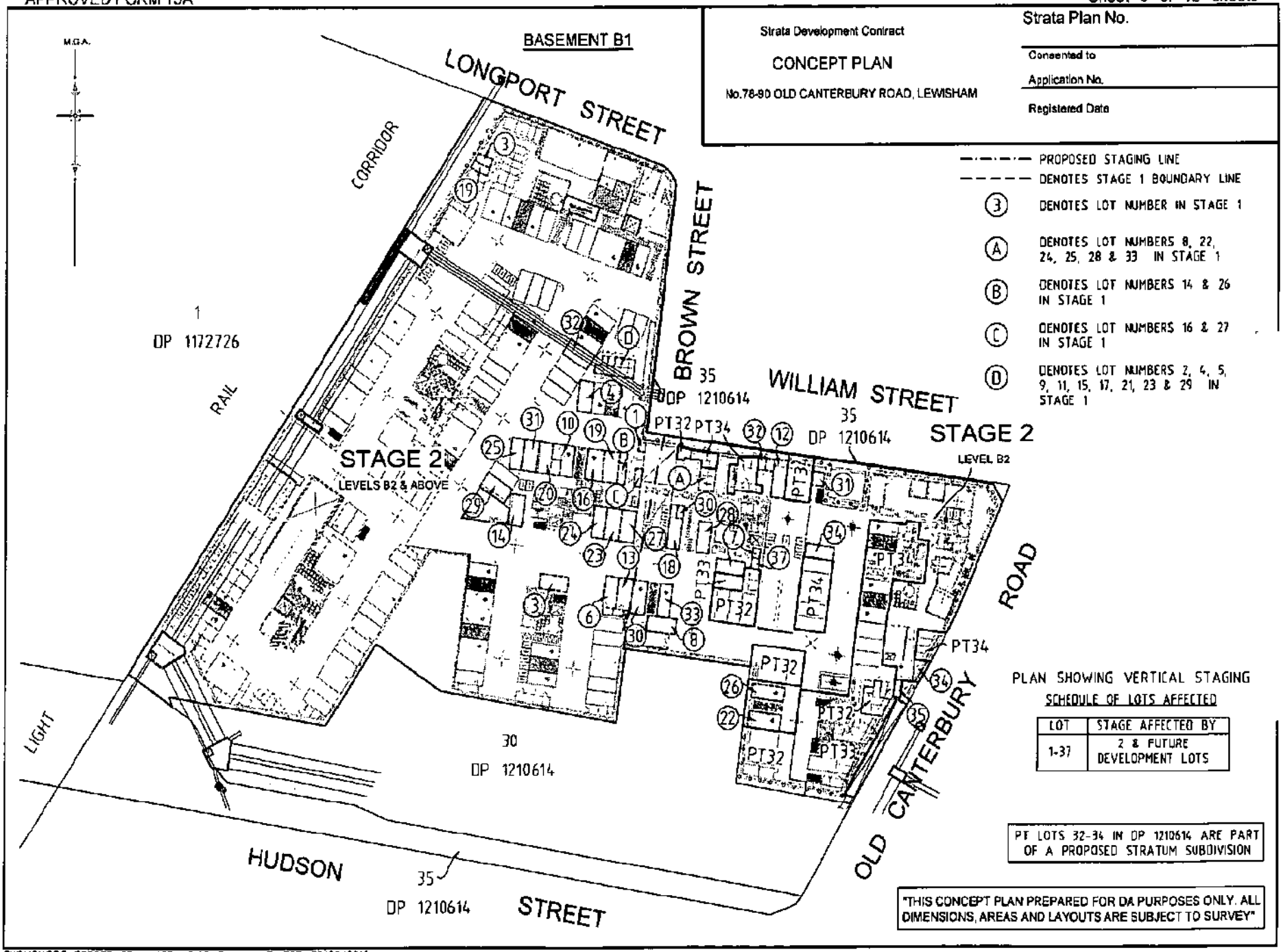
No.78-90 OLD CANTERBURY ROAD, LEWISHAM

Strata Plan No.

Consented to

Application No.

Registered Date



PLAN SHOWING VERTICAL STAGING

SCHEDULE OF LOTS AFFECTED

LOT	STAGE AFFECTED BY
1-37	2 & FUTURE DEVELOPMENT LOTS

PT LOTS 32-34 IN DP 1210614 ARE PART OF A PROPOSED STRATUM SUBDIVISION

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

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SP93231

Sheet 4 of 12 sheets

Strata Plan No.

Consented to

Application No.

Registered Date

Strata Development Contract

CONCEPT PLAN

No.78-80 OLD CANTERBURY ROAD, LEWISHAM

— · — · — PROPOSED STAGING LINE

PT LOTS 32-34 IN DP 1210614 ARE PART OF A PROPOSED STRATUM SUBDIVISION

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

GROUND FLOOR

OLD CANTERBURY ROAD

WILLIAM STREET

BROWN STREET

LONGPORT STREET

HUDSON STREET

STAGE 1

STAGE 2

PT34 DP 1210614

PT34 DP 1210614

PT 32 & 33 DP 1210614

35 DP 1210614

35 DP 1210614

30 DP 1210614

35 DP 1210614

1 DP 1172726

CORRIDOR

RAIL

LIGHT

M.G.A.

APPROVED FORM 15A

SURVEYORS REFERENCE: C1625-L2162 Concept DATED 30/05/2016

Sheet 12 of 20

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SP93231

Strata Plan No.

Consented to

Application No.

Registered Date

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

-.-.-.- PROPOSED STAGING LINE

PT LOTS 32-34 IN DP 1210614 ARE PART OF A PROPOSED STRATUM SUBDIVISION

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

OLD CANTERBURY ROAD

WILLIAM STREET

BROWN STREET

LONGPORT STREET

HUDSON STREET

CORRIDOR

RAIL

LIGHT

PT34 DP 1210614

PT 32 & 33 DP 1210614

35 DP 1210614

30 DP 1210614

1 DP 1172726

STAGE 1

STAGE 2

LEVEL 1 - LEVEL 4

M.G.A.

APPROVED FORM 15A

SURVEYORS REFERENCE: 41625-L2162 Concept DATED 30/05/2016

Req:R749413 /Doc:SP 0093231 C /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:17-Jul-2024 11:07 /Seq:14 of 20
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SP93231

Sheet 6 of 12 sheets

Strata Plan No.

Consented to

Application No.

Registered Date

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

—·—·— PROPOSED STAGING LINE

PT LOTS 33 & 34 IN DP 1210614 ARE PART OF A PROPOSED STRATUM SUBDIVISION

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

OLD CANTERBURY ROAD

WILLIAM STREET

BROWN STREET

LONGPORT STREET

HUDSON STREET

RAIL CORRIDOR

LIGHT

PT34 DP 1210614

PT 33 DP 1210614

35 DP 1210614

STAGE 1

STAGE 2

LEVEL 5- LEVEL 6

30 DP 1210614

1 DP 1172726

M.G.A.

APPROVED FORM 15A

SURVEYORS REFERENCE: 41625-12W2 Concept DATED 30/05/2016

Sheet 14 of 20

APPROVED FORM 15A

Sheet 7 of 12 sheets

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

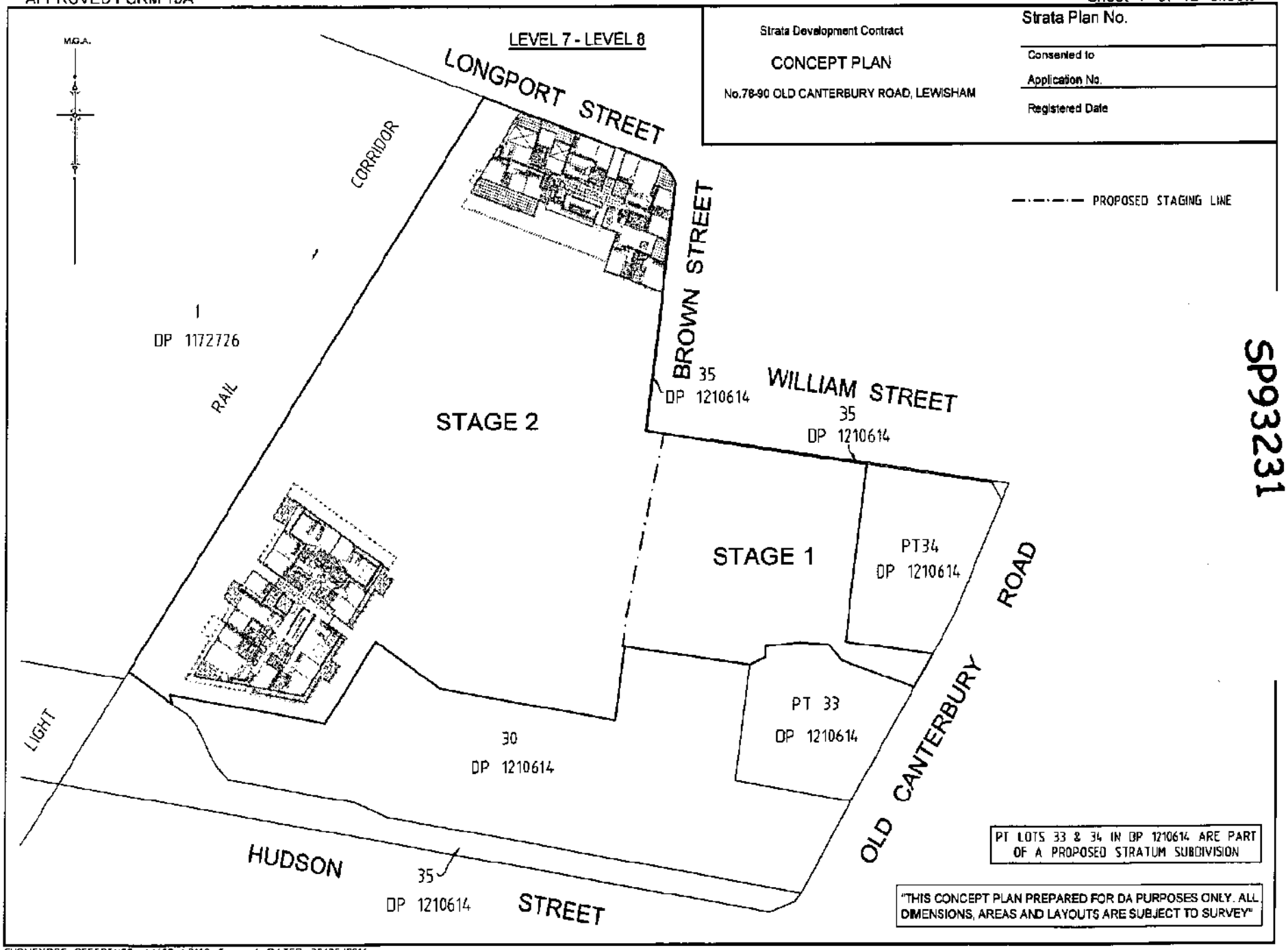
Strata Plan No.

Consented to

Application No.

Registered Date

SP93231



SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

sheet 15 of 20

Req:R749413 /Doc:SP 0093231 C /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:17-Jul-2024 11:07 /Seq:15 of 20
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APPROVED FORM 15A

Sheet 8 of 12 sheets

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

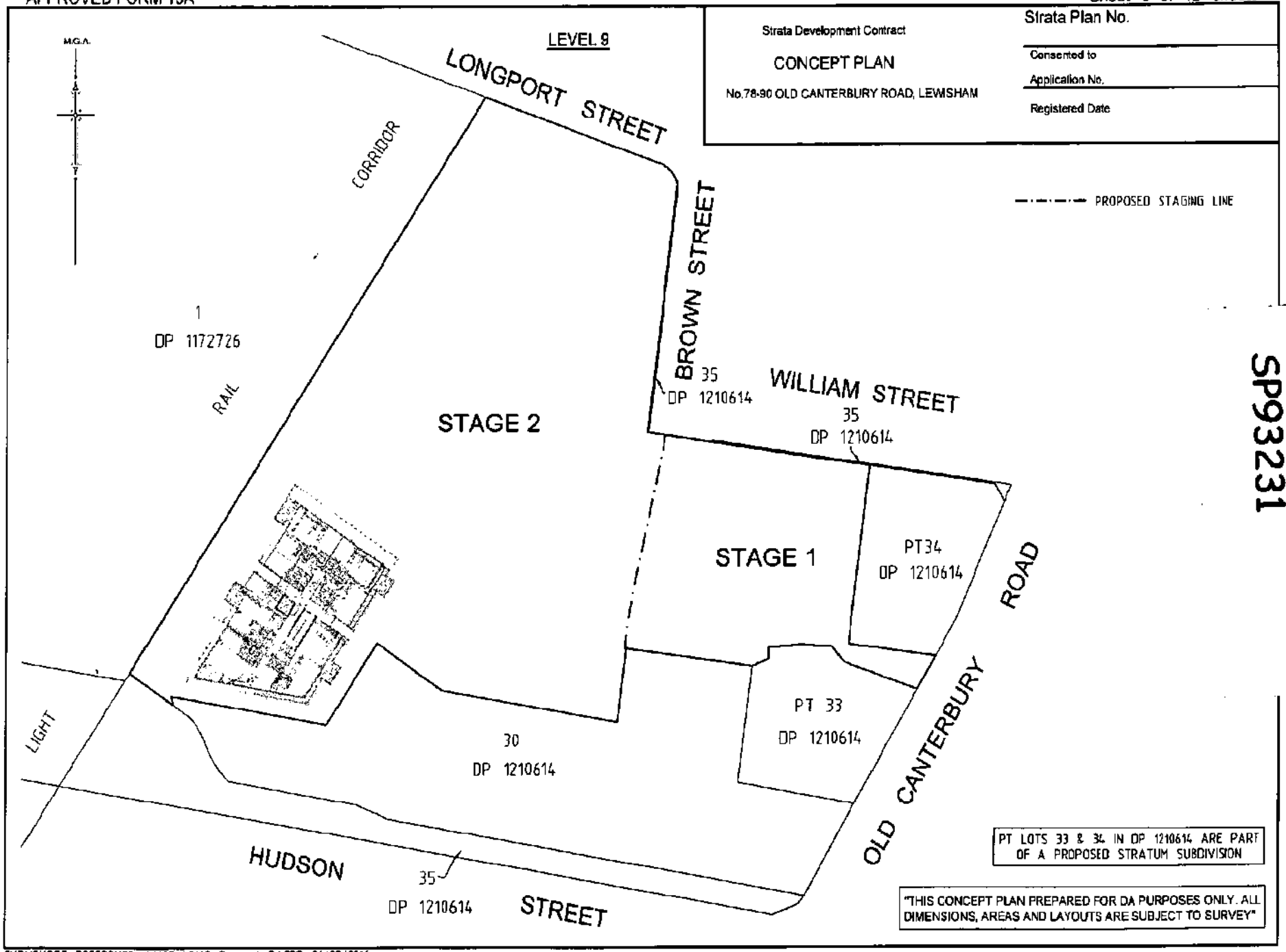
Strata Plan No.

Consented to

Application No.

Registered Date

SP93231



SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

sheet 11 of 20

SP93231

Req:R749413 /Doc:SP 0093231 C /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:17-Jul-2024 11:07 /Seq:16 of 20
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Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

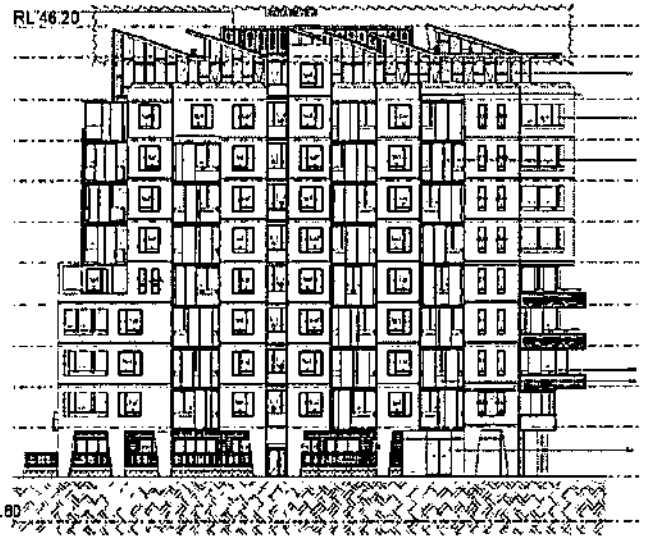
Strata Plan No.

Consented to

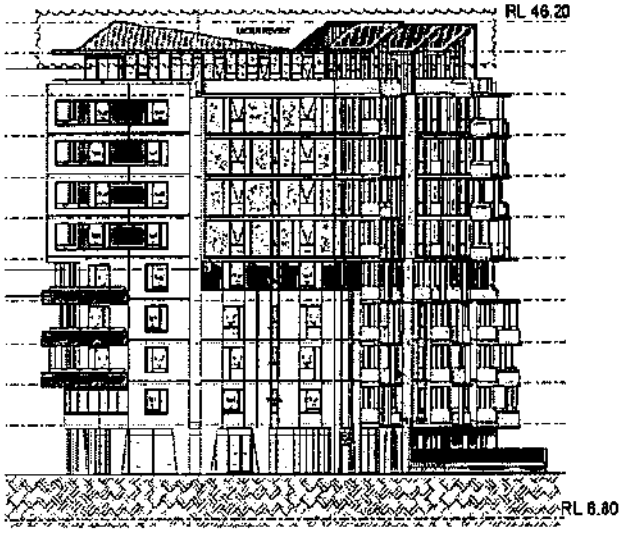
Application No.

Registered Date

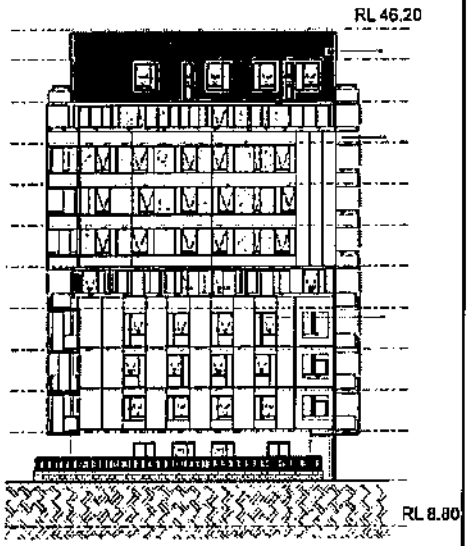
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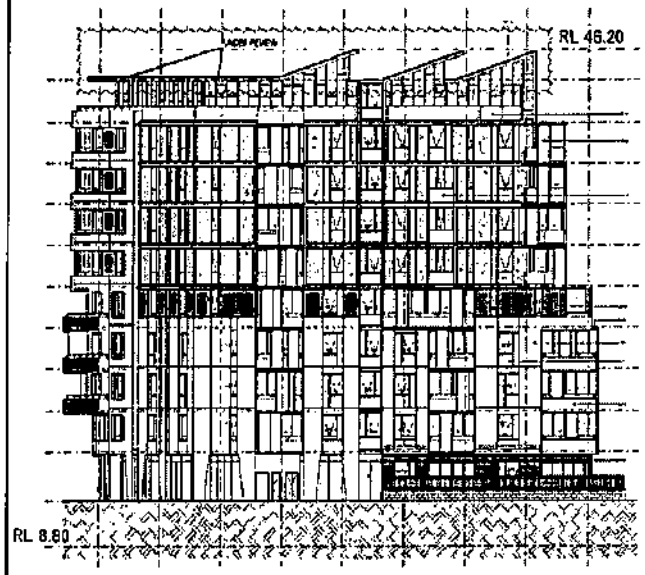
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

SP93231

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

SURVEYORS REFERENCE: 41625-42152 Concept DATED 30/05/2016

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SP93231

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Sheet 10 of 12 sheets

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

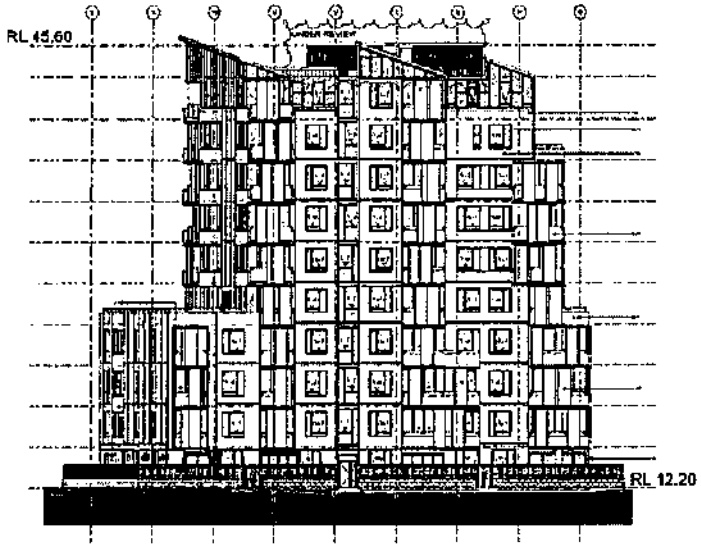
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Consented to

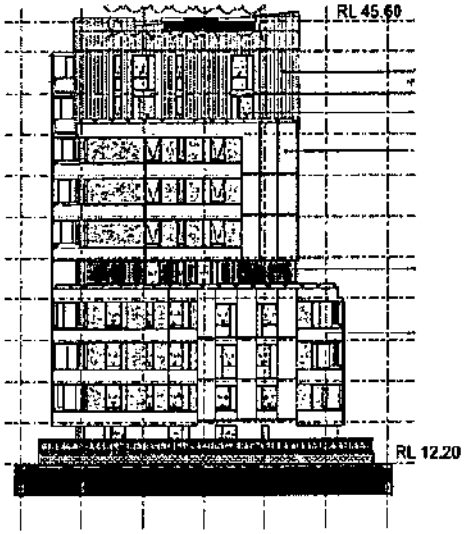
Application No.

Registered Date

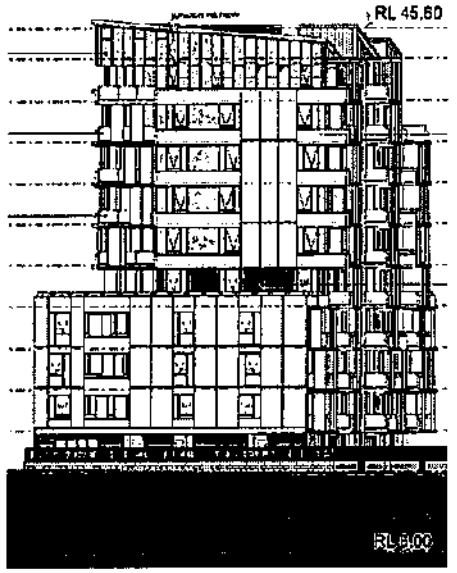
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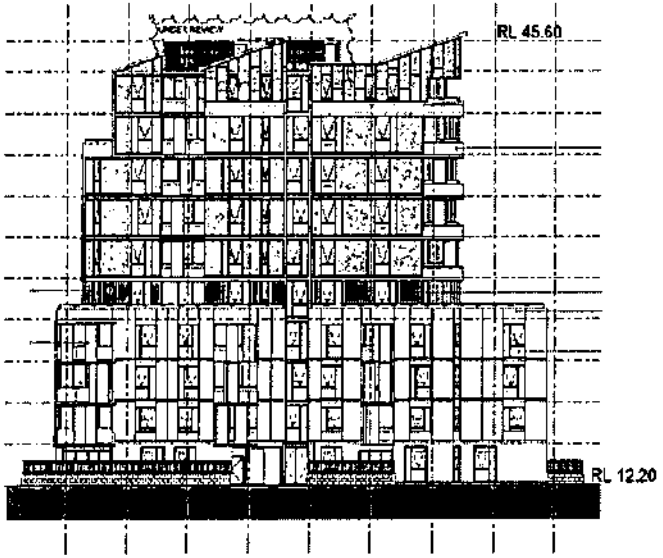
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

SP93231

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SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

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SP93231

APPROVED FORM 15A

Sheet 11 of 12 sheets

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

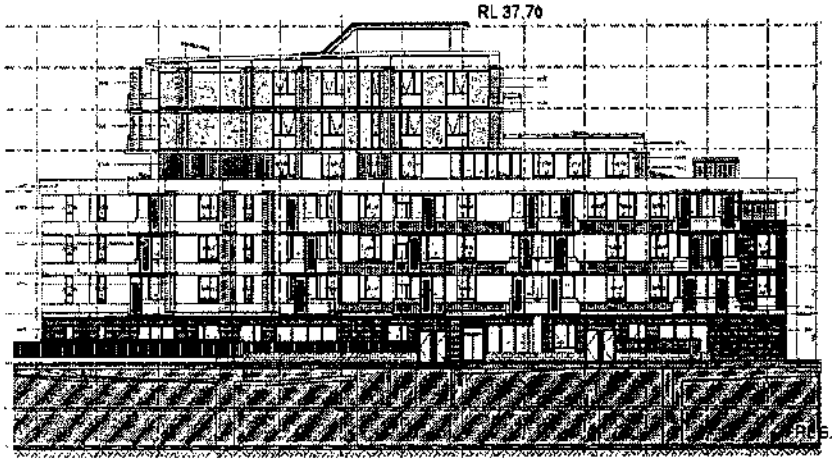
Strata Plan No.

Consented to

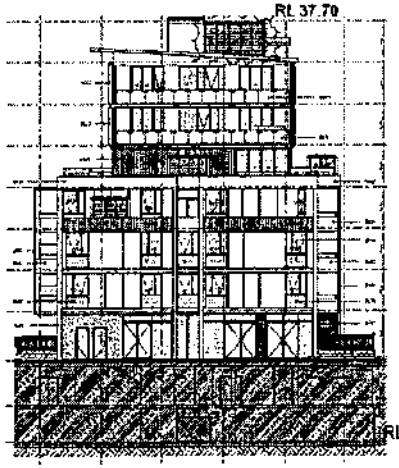
Application No.

Registered Date

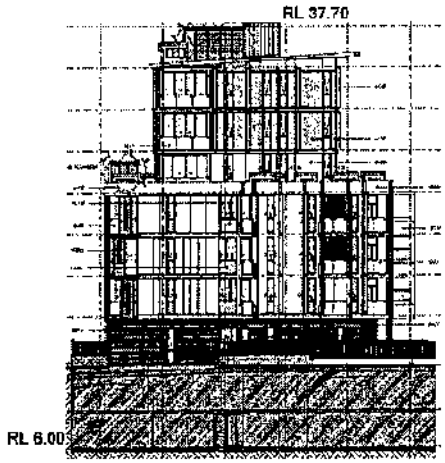
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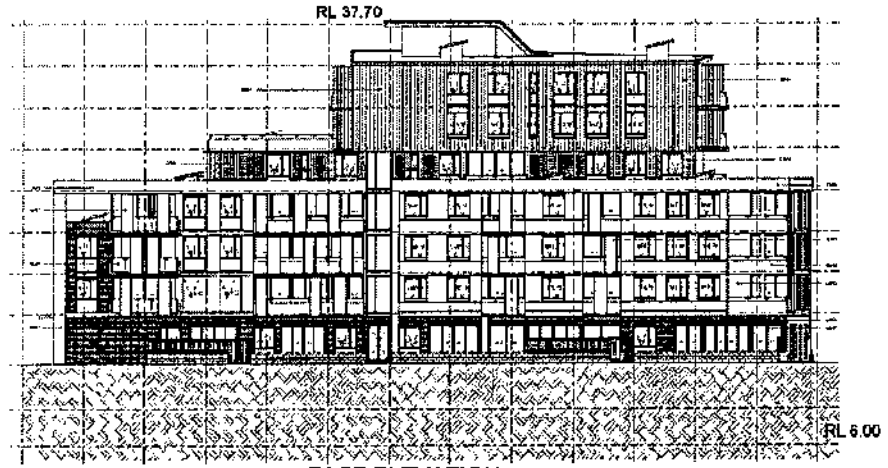
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

SP93231

"THIS CONCEPT PLAN PREPARED FOR DA PURPOSES ONLY. ALL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY"

SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

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SP93231

Strata Development Contract

CONCEPT PLAN

No.78-90 OLD CANTERBURY ROAD, LEWISHAM

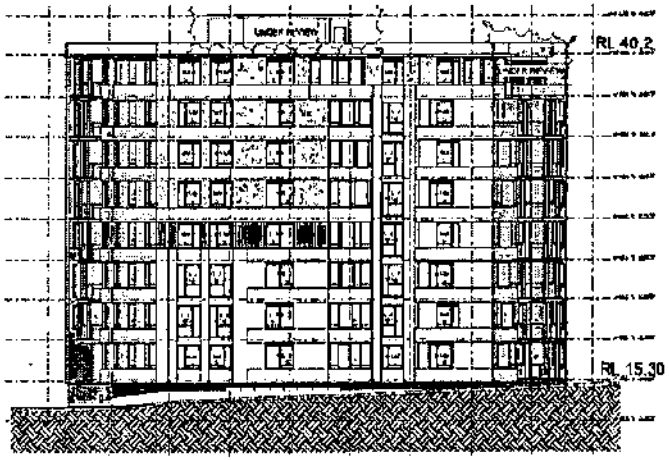
Strata Plan No.

Consented to

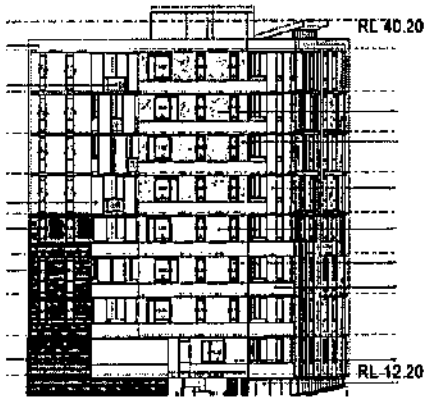
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Registered Date

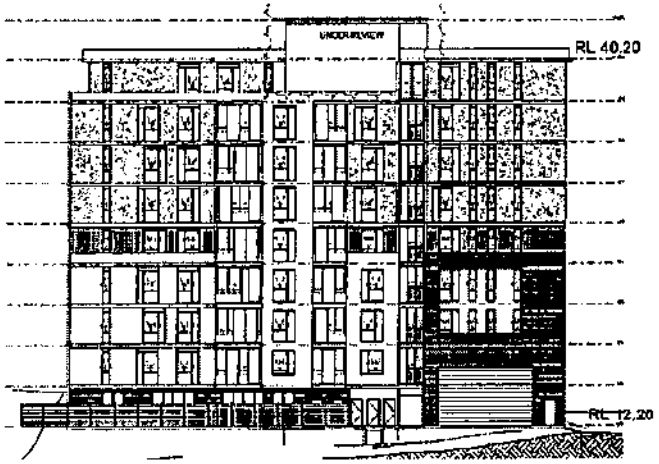
BUILDING D



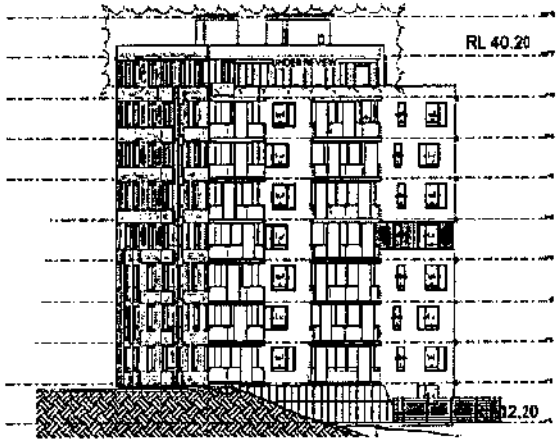
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

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SURVEYORS REFERENCE: 41625-42162 Concept DATED 30/05/2016

REGISTERED 27.7.2016

Sheet 20 of 20

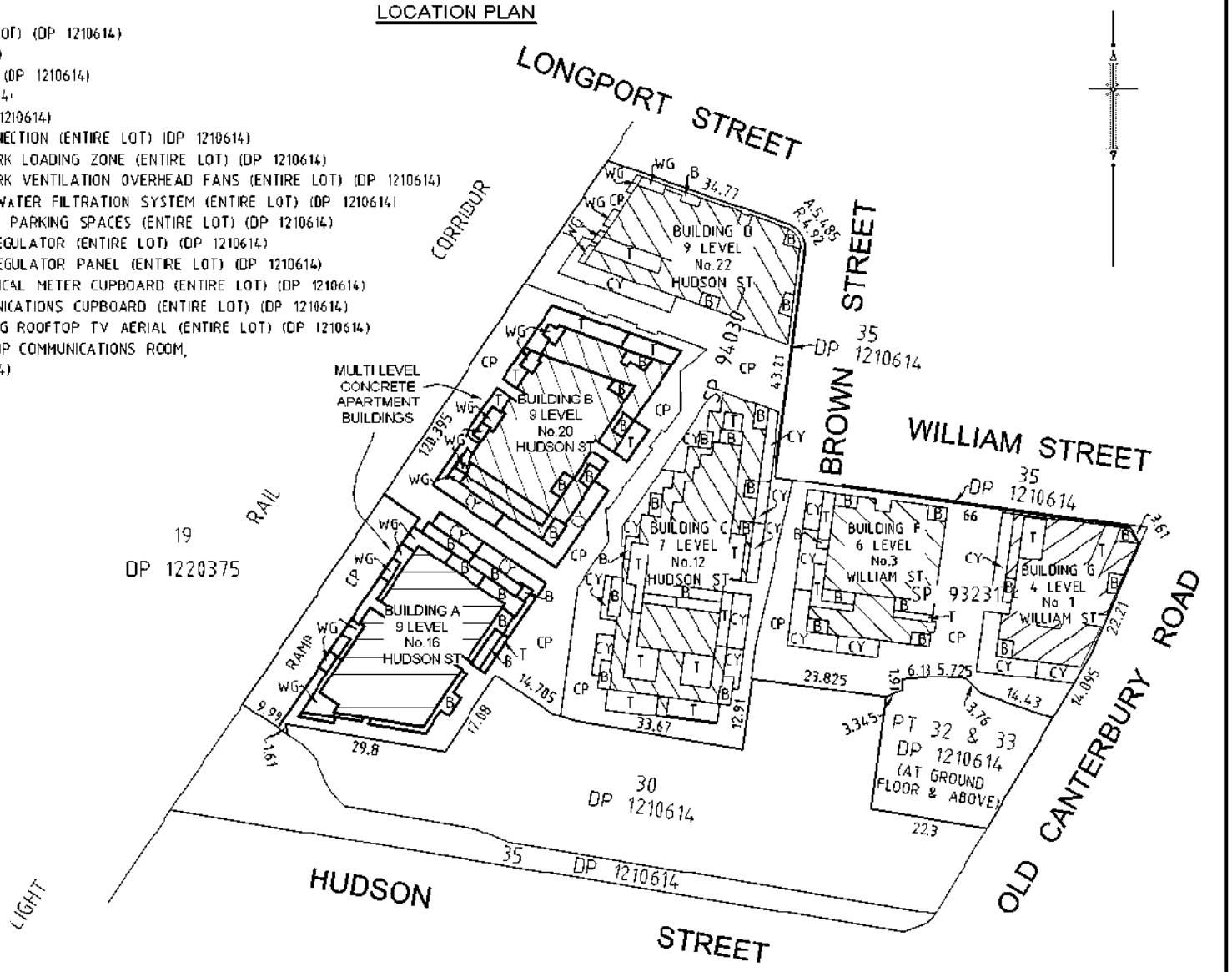
SP93231

SP94594

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 24 sheets

- EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR SERVICES (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR FIRE SERVICES (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF SEWER CONNECTION (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE CARPARK LOADING ZONE (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE CARPARK VENTILATION OVERHEAD FANS (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING SPACES (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE FIRE REGULATOR PANEL (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL METER CUPBOARD (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE COMMUNICATIONS CUPBOARD (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE BUILDING ROOFTOP TV AERIAL (ENTIRE LOT) (DP 1210614)
- EASEMENT FOR ACCESS AND USE OF THE ROOFTOP COMMUNICATIONS ROOM, DISH AND EQUIPMENT (ENTIRE LOT) (DP 1210614)
- POSITIVE COVENANT (DP 1210614)

LOCATION PLAN



NOTES:

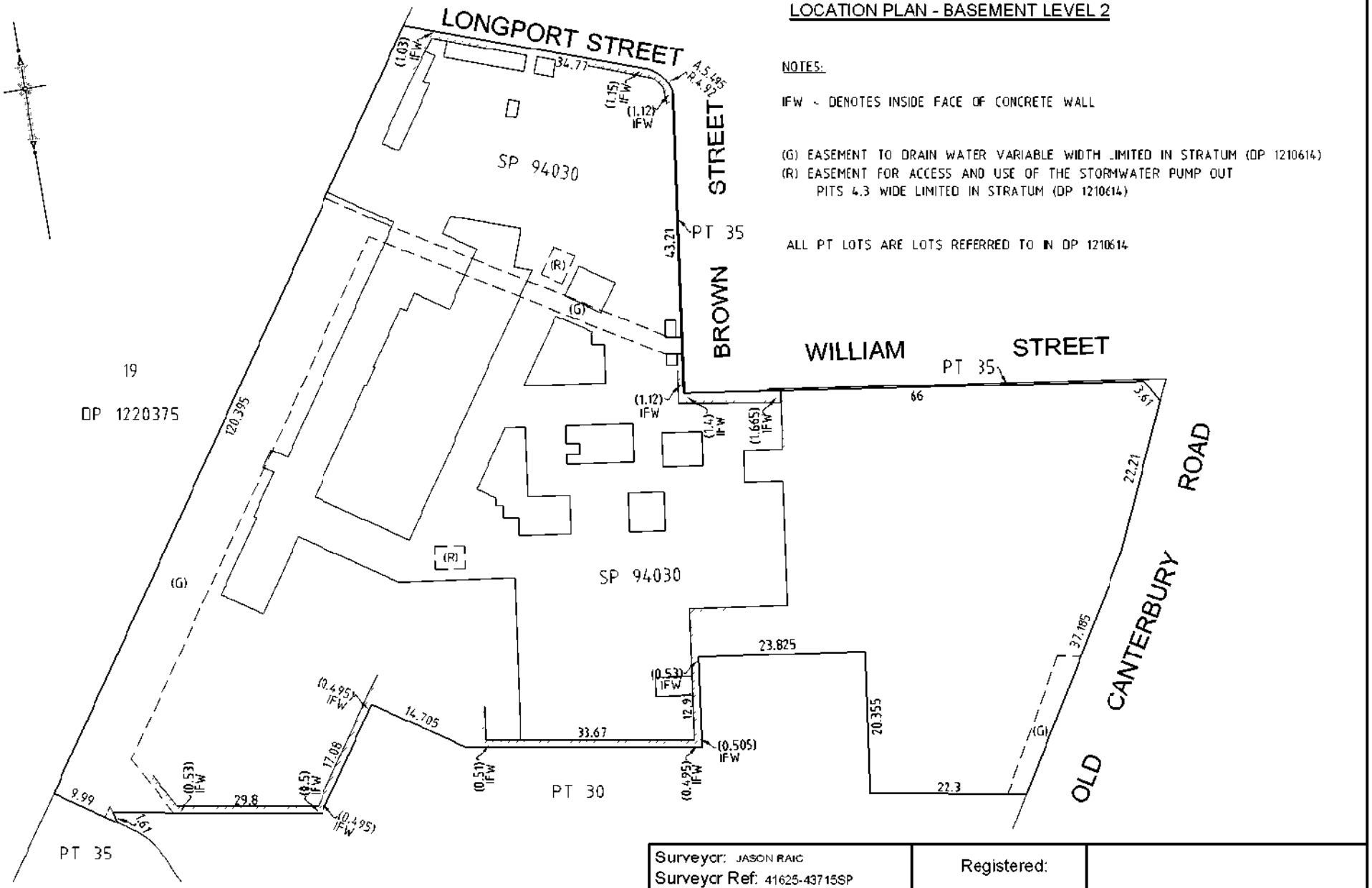
B ~ BALCONY
CP ~ COMMON PROPERTY
CY ~ COURTYARD
T ~ TERRACE
WG ~ WINTERGARDEN

Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 750	Registered: 17.11.2016	SP94594

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LOCATION PLAN - BASEMENT LEVEL 2



NOTES:

IFW - DENOTES INSIDE FACE OF CONCRETE WALL

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(R) EASEMENT FOR ACCESS AND USE OF THE STORMWATER PUMP OUT PITS 4.3 WIDE LIMITED IN STRATUM (DP 1210614)

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 500	Registered: 17.11.2016	SP94594

Req:R449913 /Doc:SP 0094594 P /Rev:17-Nov-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:2 of 30
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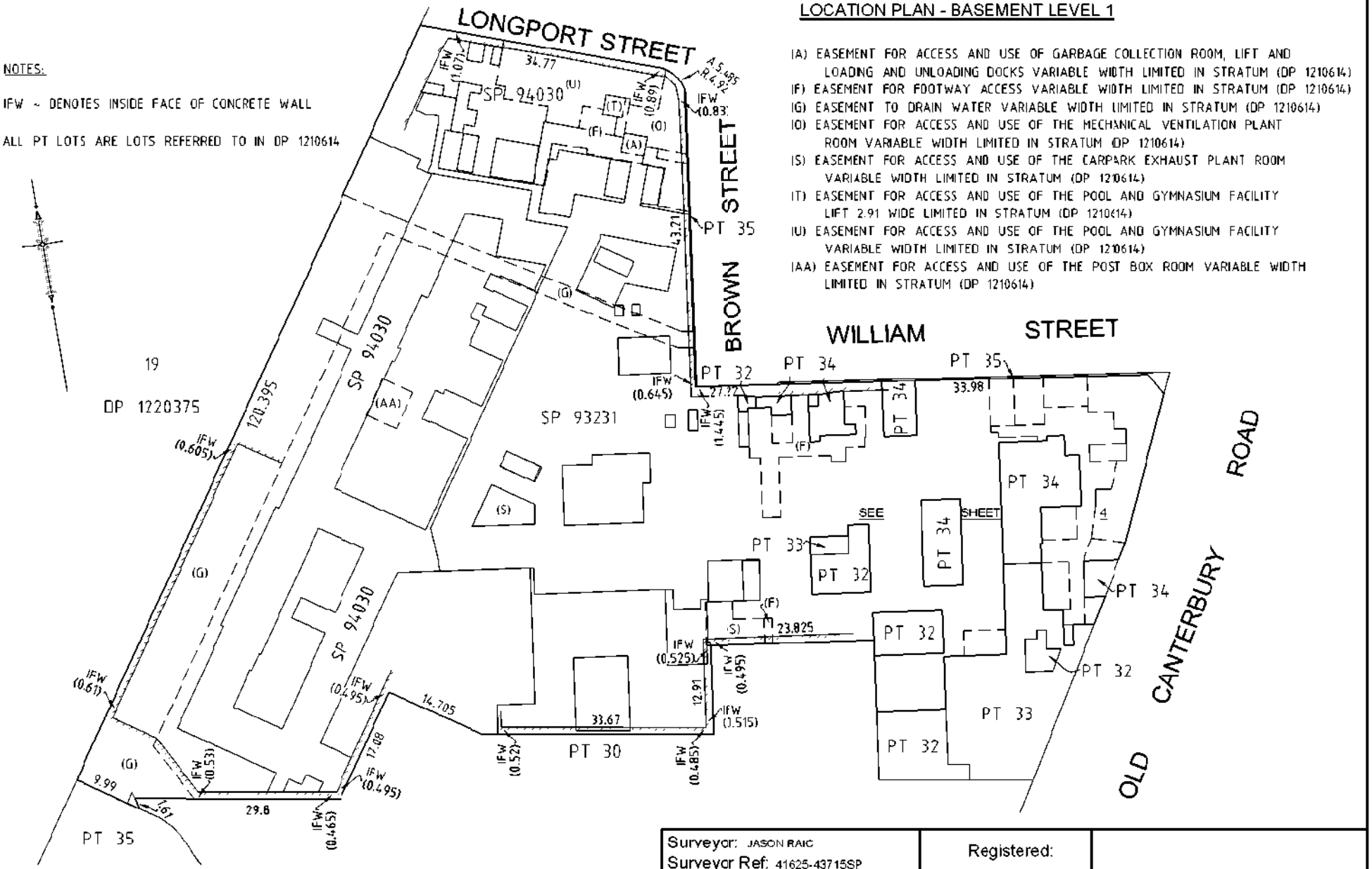
LOCATION PLAN - BASEMENT LEVEL 1

NOTES:

IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(O) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(S) EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(T) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN STRATUM (DP 1210614)
(U) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(AA) EASEMENT FOR ACCESS AND USE OF THE POST BOX ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)



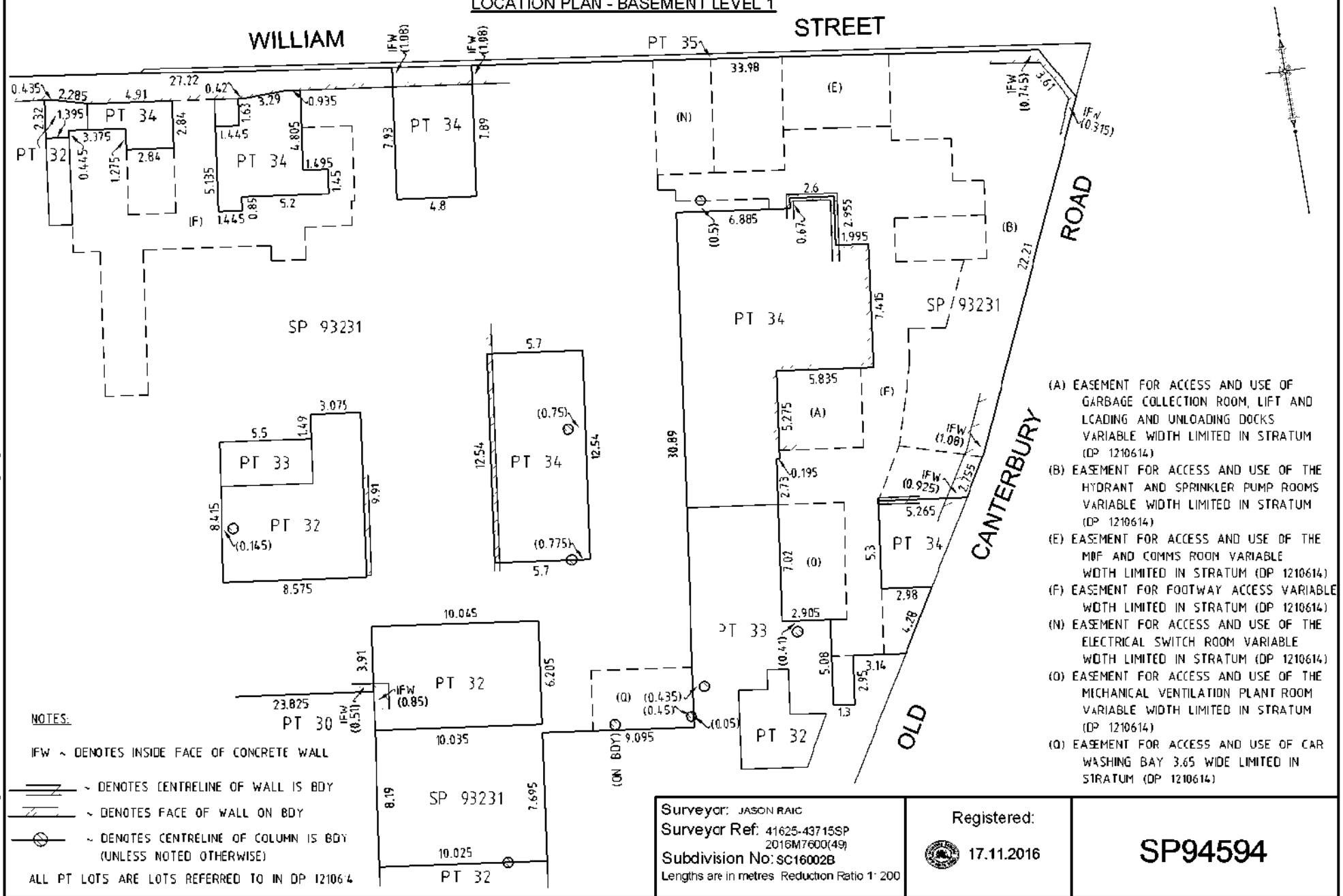
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SP94594

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 4 of 24 sheets

LOCATION PLAN - BASEMENT LEVEL 1



(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(B) EASEMENT FOR ACCESS AND USE OF THE HYDRANT AND SPRINKLER PUMP ROOMS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(E) EASEMENT FOR ACCESS AND USE OF THE MDF AND COMMS ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(N) EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL SWITCH ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(O) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

(Q) EASEMENT FOR ACCESS AND USE OF CAR WASHING BAY 3.65 WIDE LIMITED IN STRATUM (DP 1210614)

Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP 2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 200

Registered: 17.11.2016

SP94594

Req:R449913 /Doc:SP 0094594 P /Rev:17-Nov-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:4 of 30
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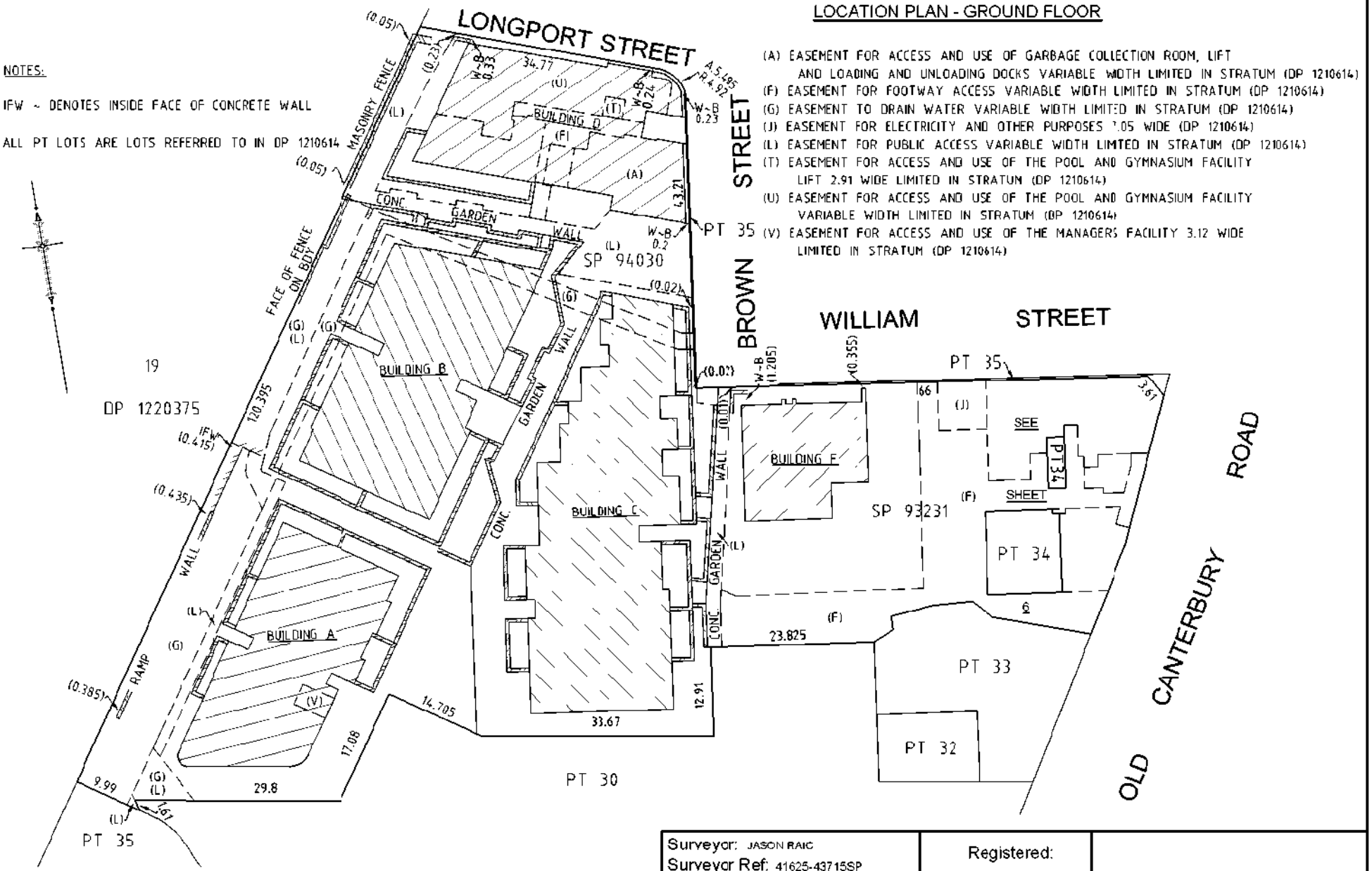
LOCATION PLAN - GROUND FLOOR

NOTES:

IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

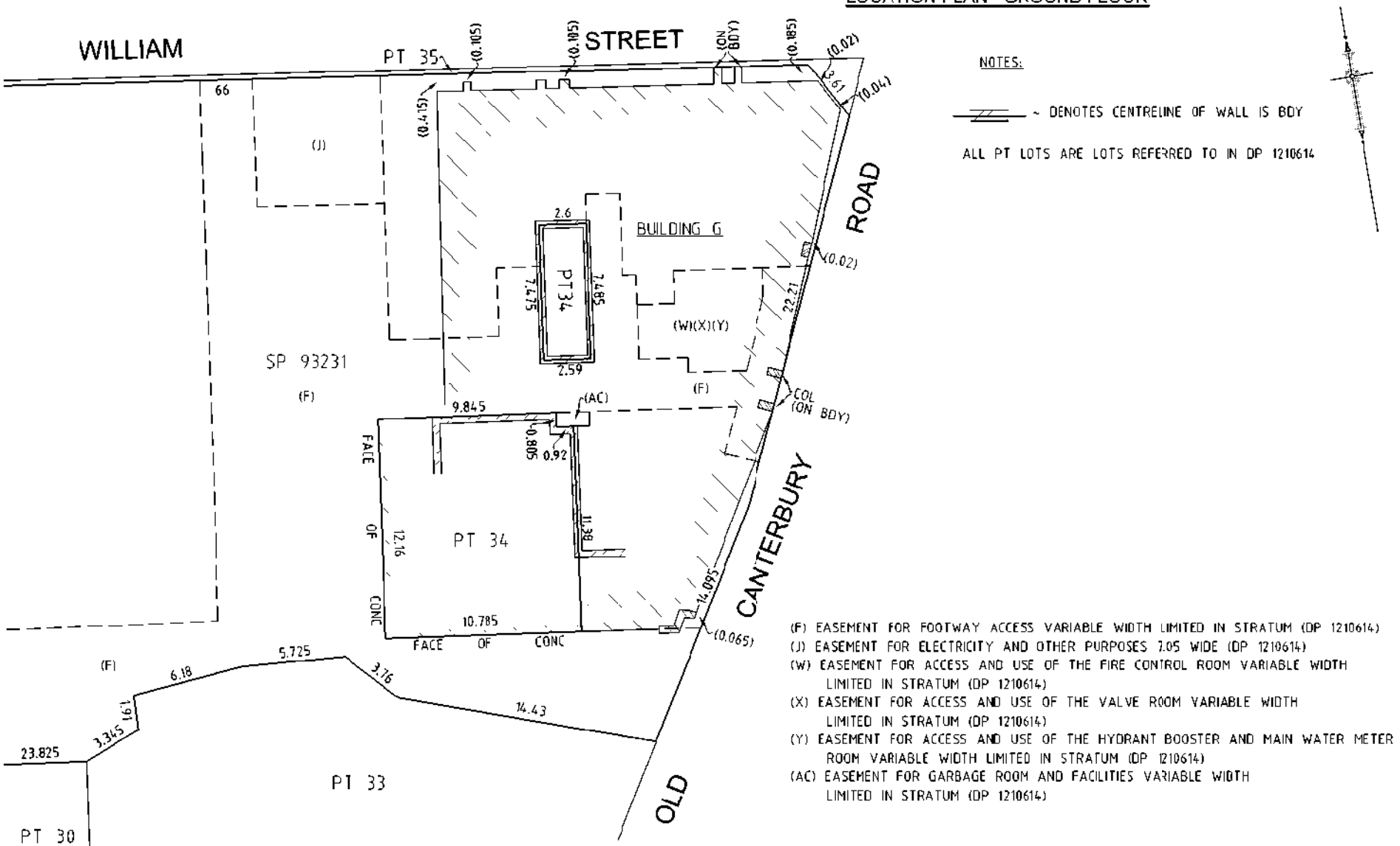
(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(J) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.05 WIDE (DP 1210614)
(L) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMTED IN STRATUM (DP 1210614)
(T) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN STRATUN (DP 1210614)
(U) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(V) EASEMENT FOR ACCESS AND USE OF THE MANAGERS FACILITY 3.12 WIDE LIMITED IN STRATUM (DP 1210614)



Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 500	Registered: 17.11.2016	SP94594

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LOCATION PLAN - GROUND FLOOR



NOTES:

~ DENOTES CENTRELINE OF WALL IS BDY

ALL PT LOTS ARE LOTS REFERRED TO IN DP 1210614

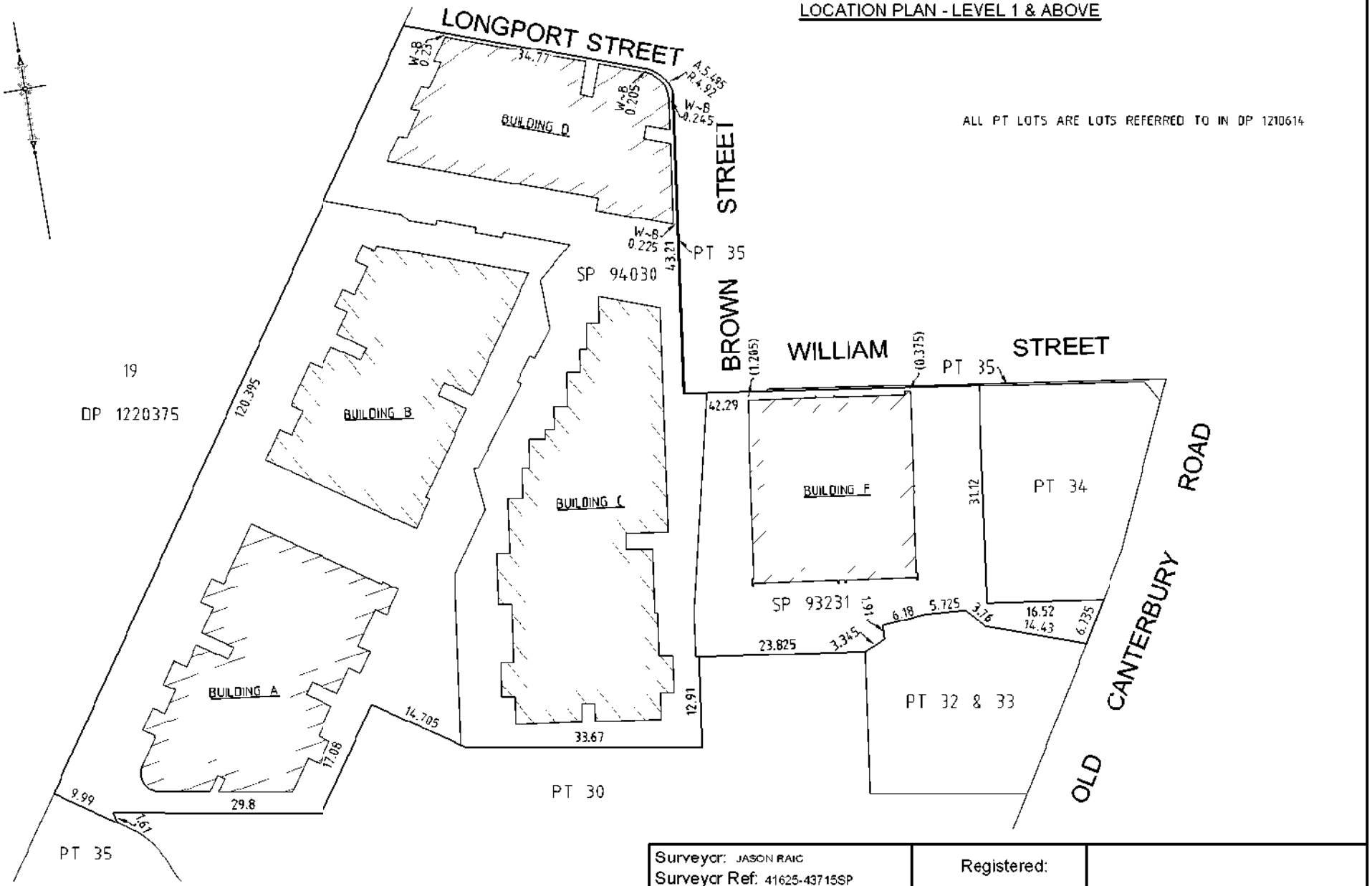
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(J) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.05 WIDE (DP 1210614)
(W) EASEMENT FOR ACCESS AND USE OF THE FIRE CONTROL ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(X) EASEMENT FOR ACCESS AND USE OF THE VALVE ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(Y) EASEMENT FOR ACCESS AND USE OF THE HYDRANT BOOSTER AND MAIN WATER METER ROOM VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (DP 1210614)

Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 200	Registered: 17.11.2016	SP94594

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LOCATION PLAN - LEVEL 1 & ABOVE



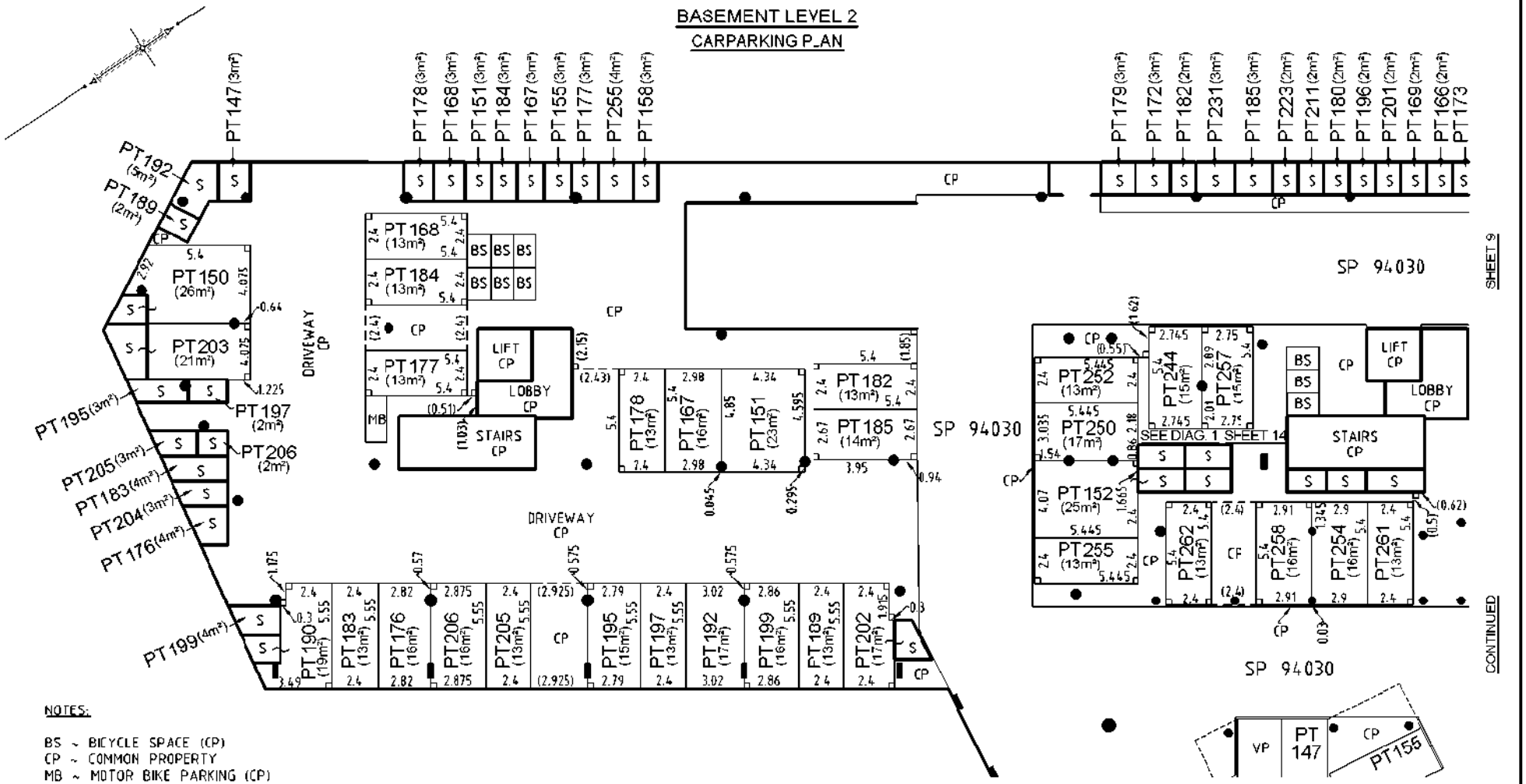
Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 500	Registered: 17.11.2016	SP94594

Req:R449913 /Doc:SP 0094594 P /Rev:17-Nov-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:7 of 30
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STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 8 of 24 sheets

BASEMENT LEVEL 2
CARPARKING PLAN



NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
MB ~ MOTOR BIKE PARKING (CP)
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ CENTRE OF COLUMN

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP 2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 200

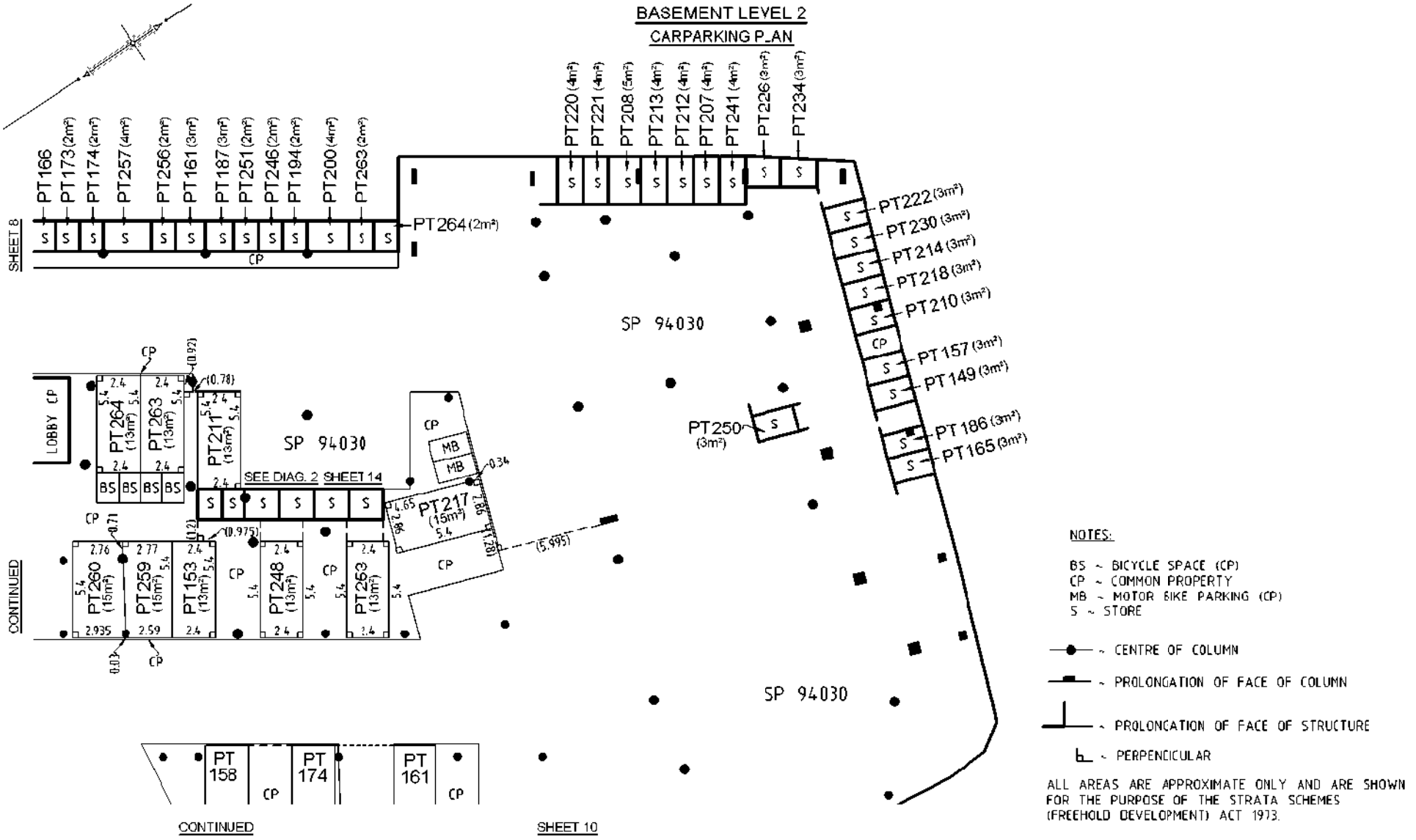
Registered: 17.11.2016

SP94594

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BASEMENT LEVEL 2
CARPARKING PLAN



NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
MB ~ MOTOR BIKE PARKING (CP)
S ~ STORE

~ CENTRE OF COLUMN

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP
2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 200

Registered:
17.11.2016

SP94594

CONTINUED SHEET 8

CONTINUED SHEET 9

BASEMENT LEVEL 2
CARPARKING PLAN



NOTES:

CP ~ COMMON PROPERTY
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ CENTRE OF COLUMN

~ PRELONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

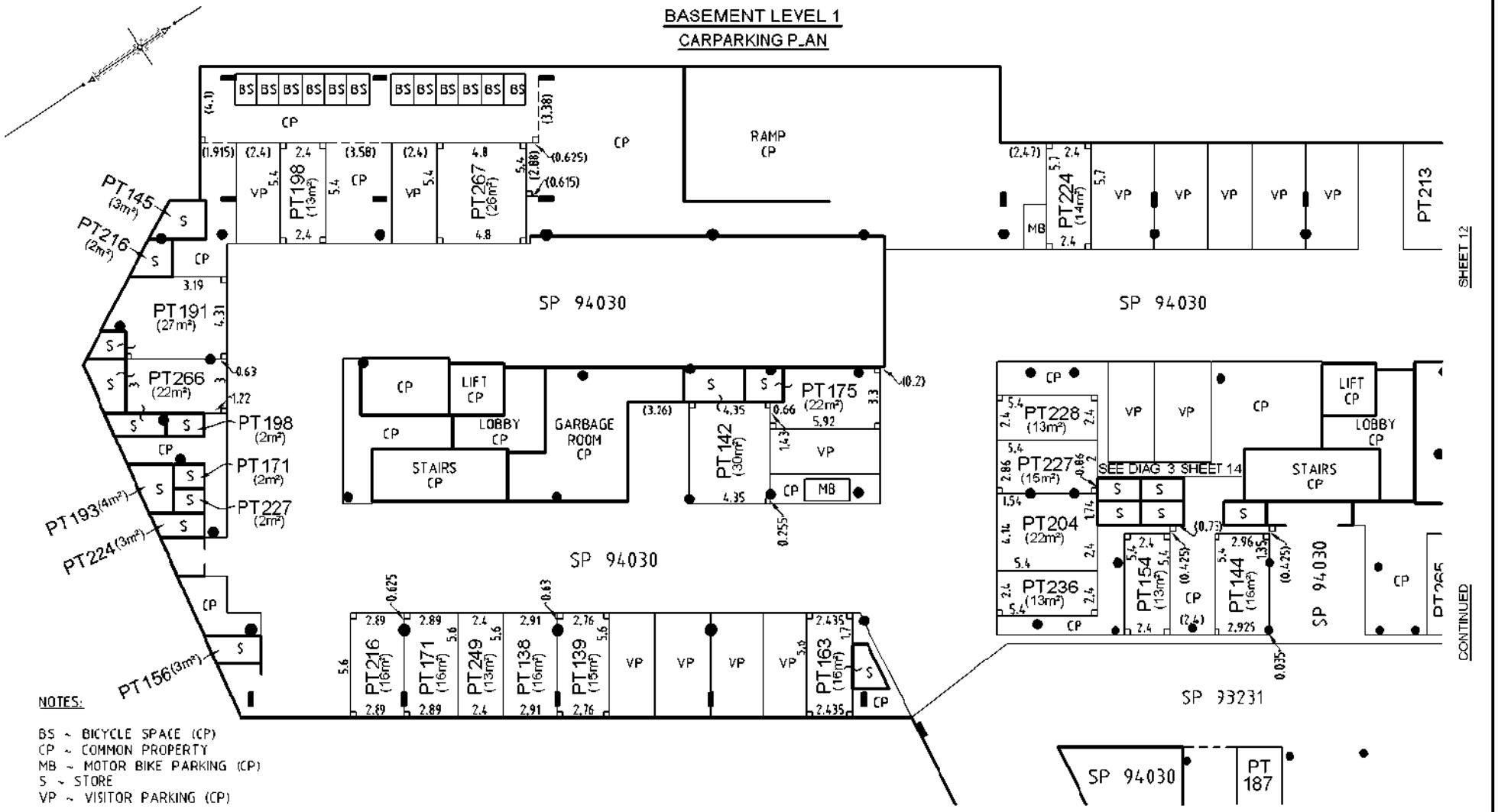
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 200	Registered: 17.11.2016	SP94594

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BASEMENT LEVEL 1
CARPARKING PLAN



NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
MB ~ MOTOR BIKE PARKING (CP)
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ CENTRE OF COLUMN

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

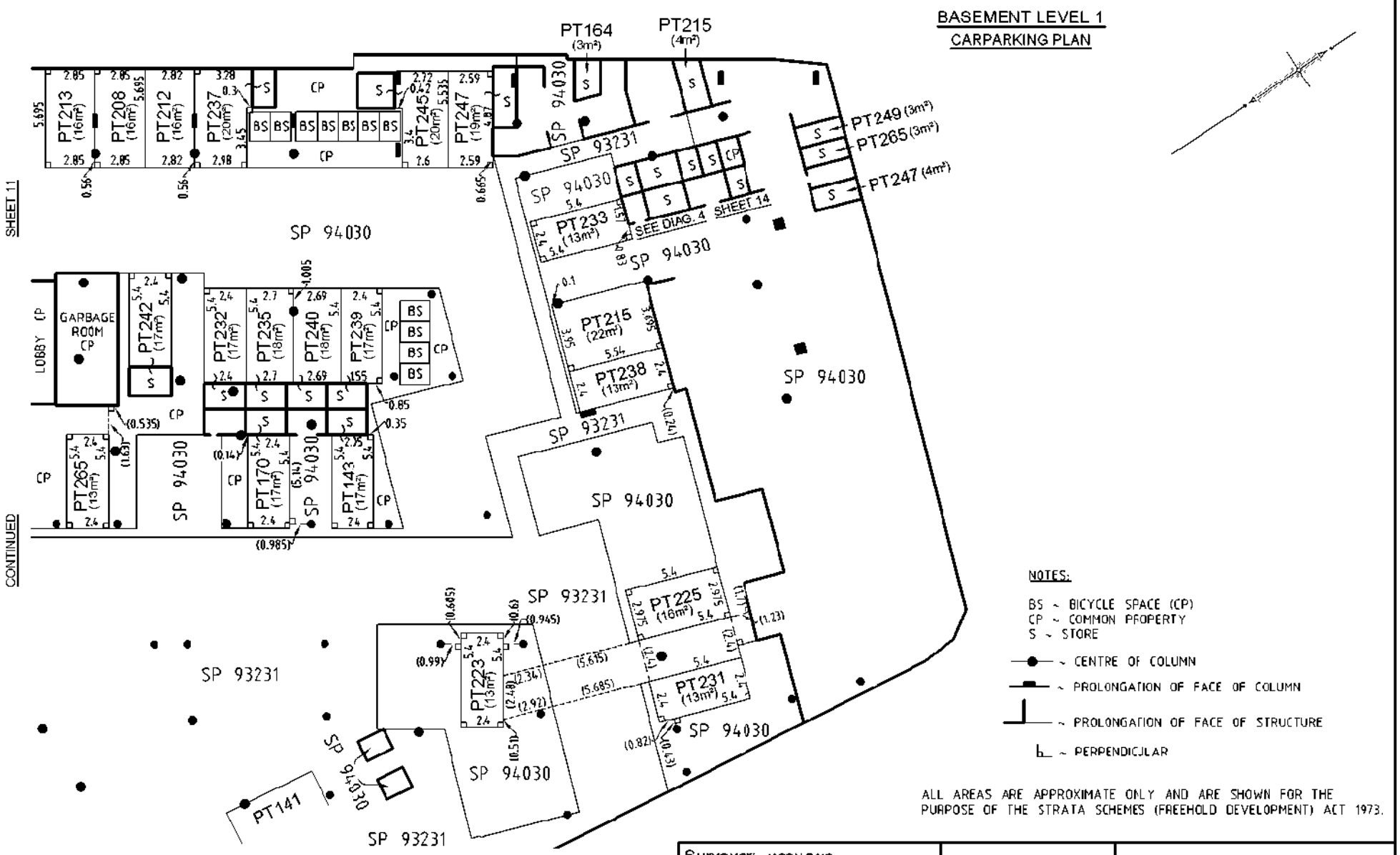
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 200	Registered: 17.11.2016	SP94594

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BASEMENT LEVEL 1
CARPARKING PLAN



NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
S ~ STORE

~ CENTRE OF COLUMN

~ PROLONGATION OF FACE OF COLUMN

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

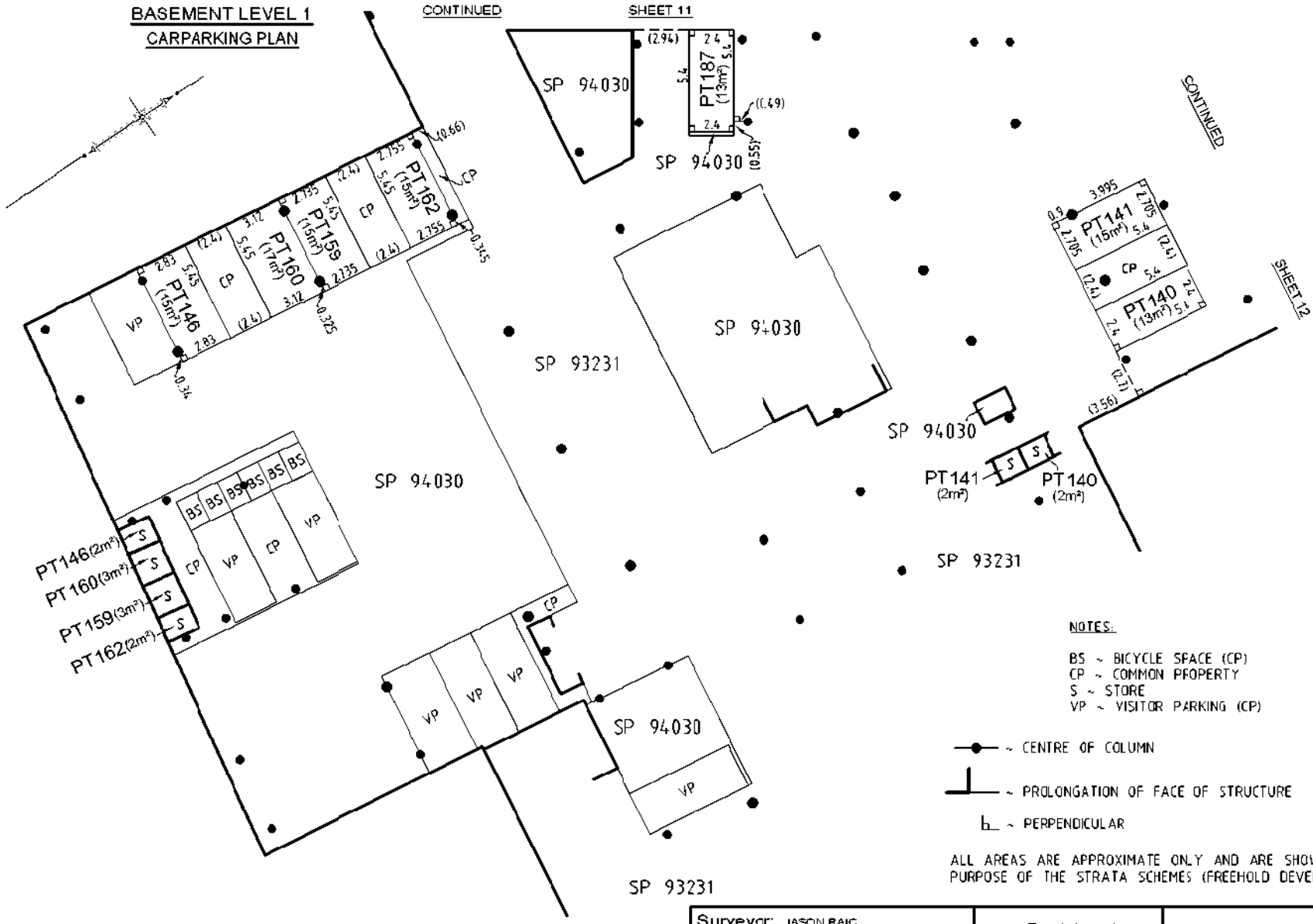
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Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP
2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 200

Registered: 17.11.2016

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BASEMENT LEVEL 1
CARPARKING PLAN



NOTES:

BS ~ BICYCLE SPACE (CP)
CP ~ COMMON PROPERTY
S ~ STORE
VP ~ VISITOR PARKING (CP)

~ CENTRE OF COLUMN

~ PROLONGATION OF FACE OF STRUCTURE

~ PERPENDICULAR

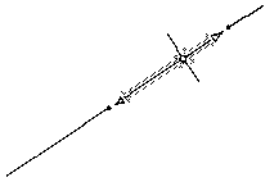
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Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 200	Registered: 17.11.2016	SP94594

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STORE DIAGRAMS



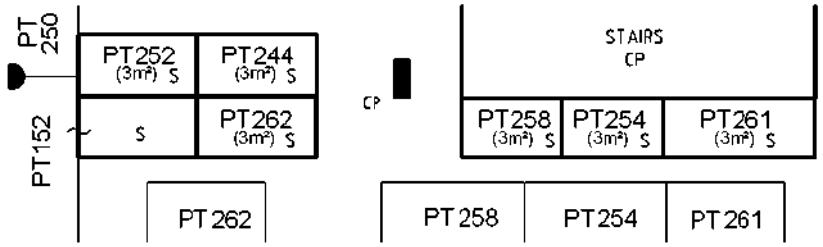


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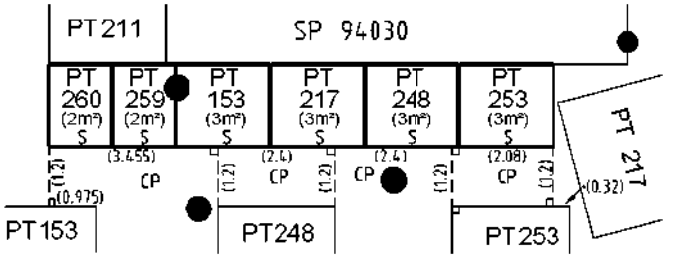


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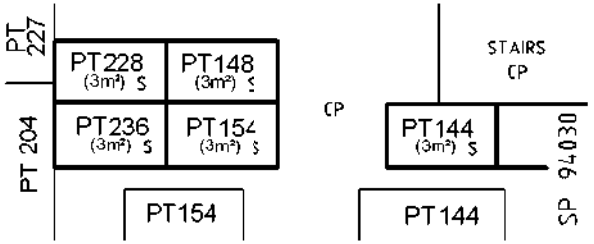


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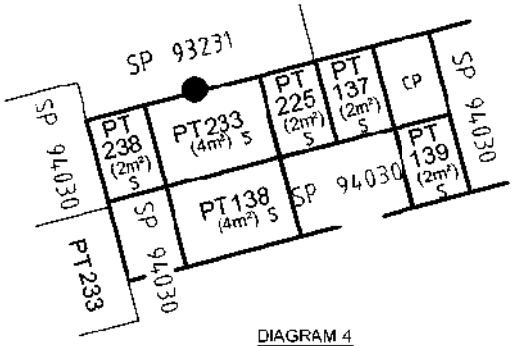


DIAGRAM 4

NOTES:

CP ~ COMMON PROPERTY
S ~ STORE

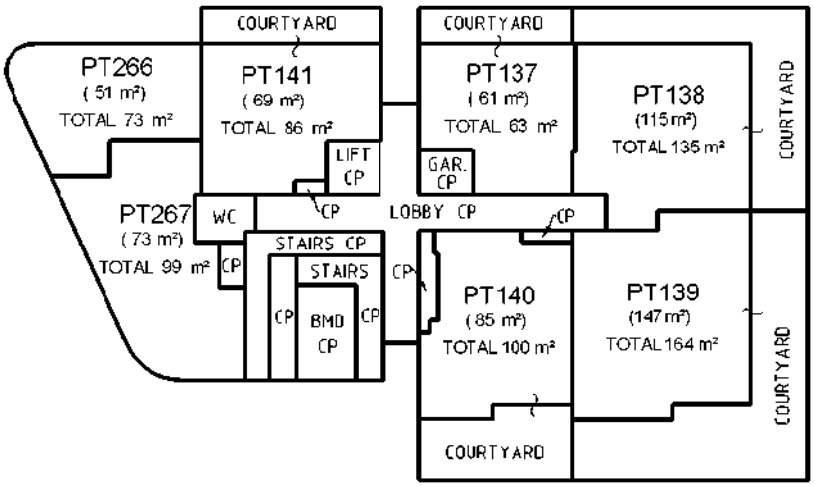
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Surveyor: JASON RAIC Surveyor Ref: 41625-43715SP 2016M7600(49) Subdivision No: SC16002B Lengths are in metres Reduction Ratio 1: 100	Registered: 17.11.2016	SP94594

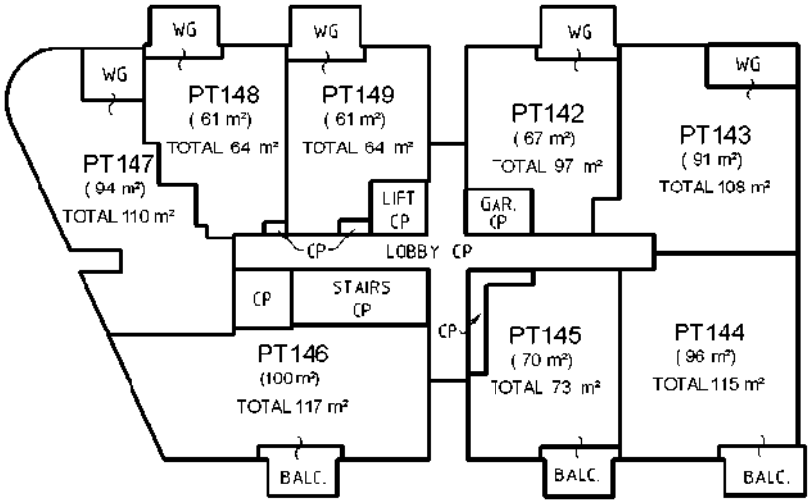
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BUILDING A



GROUND FLOOR



LEVEL 1

NOTES:

BALC. ~ BALCONY
BMD ~ BUILDING MANAGERS OFFICE (CP)
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WC ~ WATER CLOSET (CP)
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES AND COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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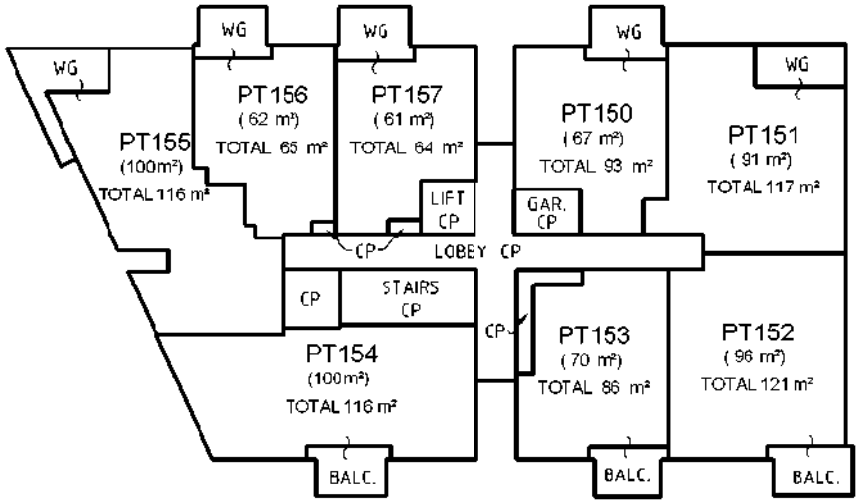
Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP
2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

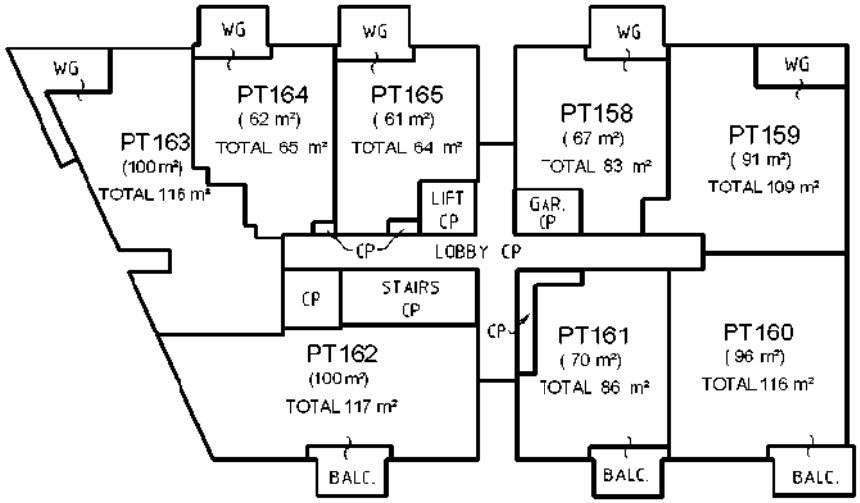
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BUILDING A



LEVEL 2



LEVEL 3

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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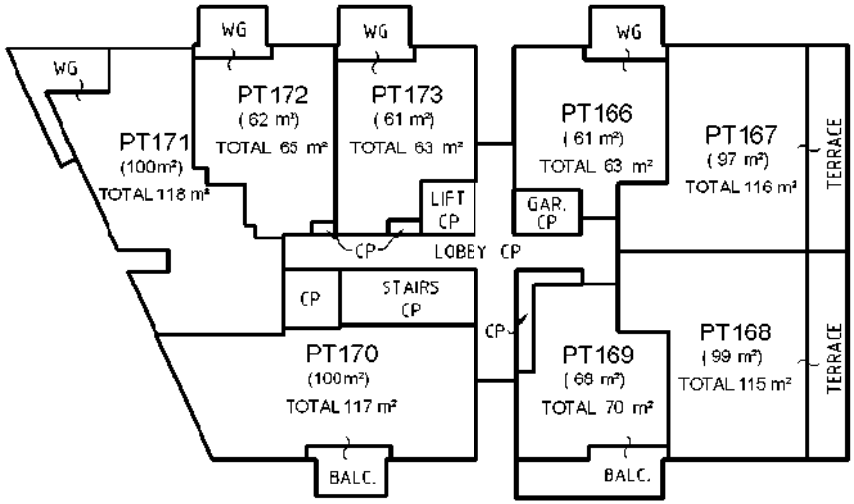
Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP
2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

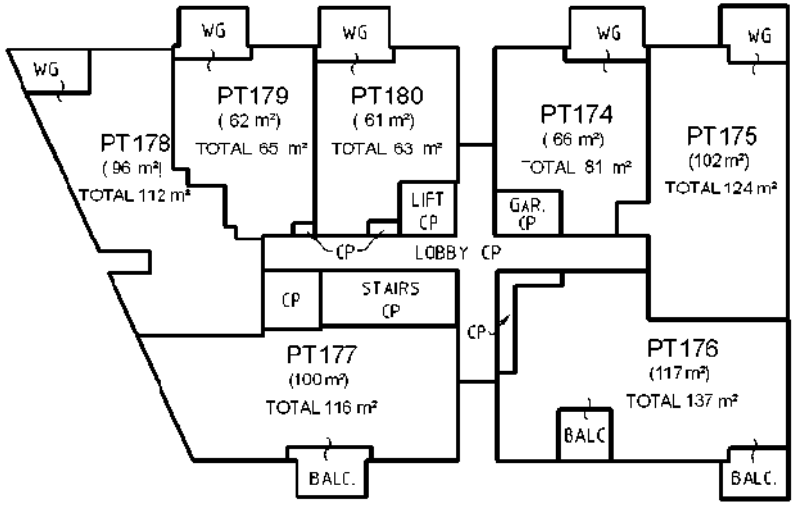
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BUILDING A



LEVEL 4



LEVEL 5

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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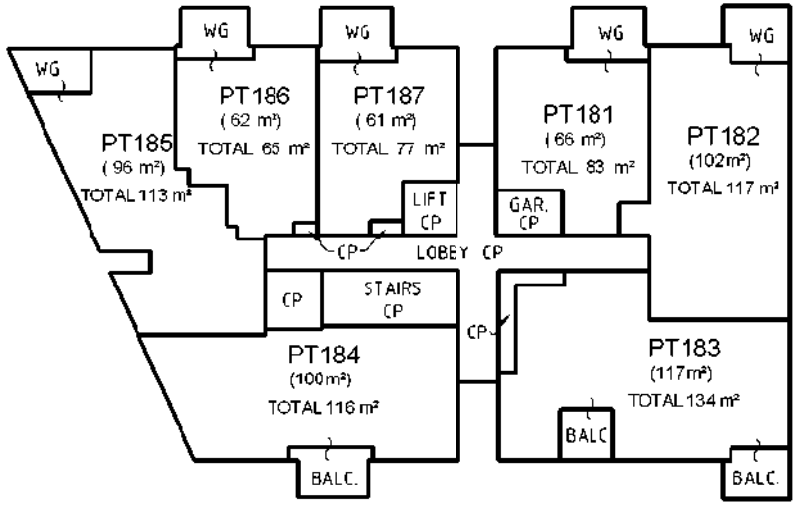
Surveyor: JASON RAIC
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2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

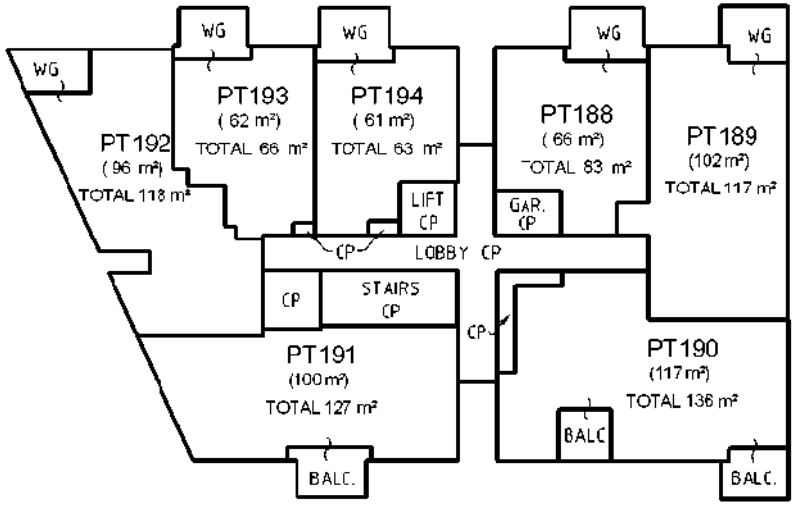
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BUILDING A



LEVEL 6



LEVEL 7

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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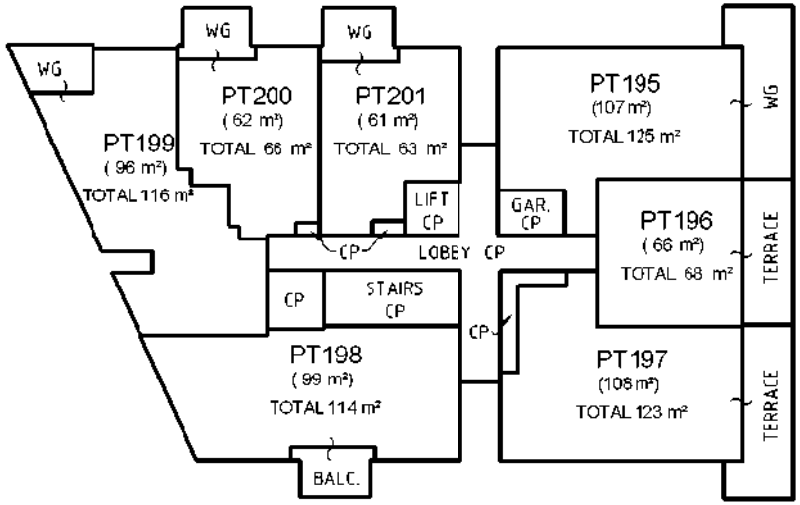
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2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

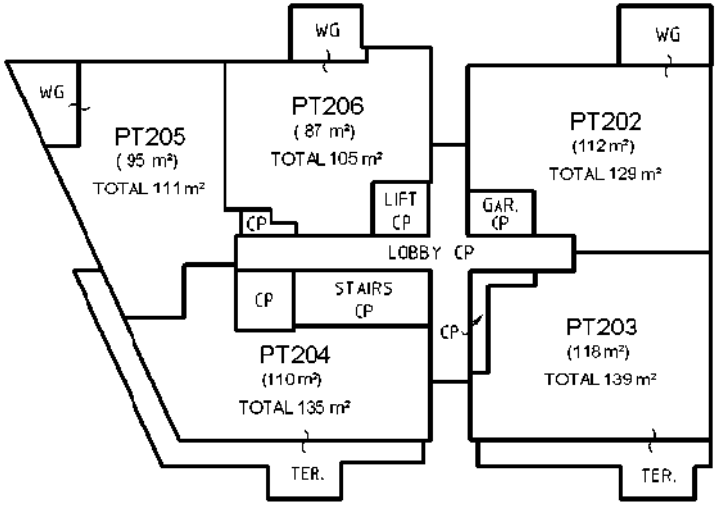
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BUILDING A



LEVEL 8



LEVEL 9

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
TER. ~ TERRACE
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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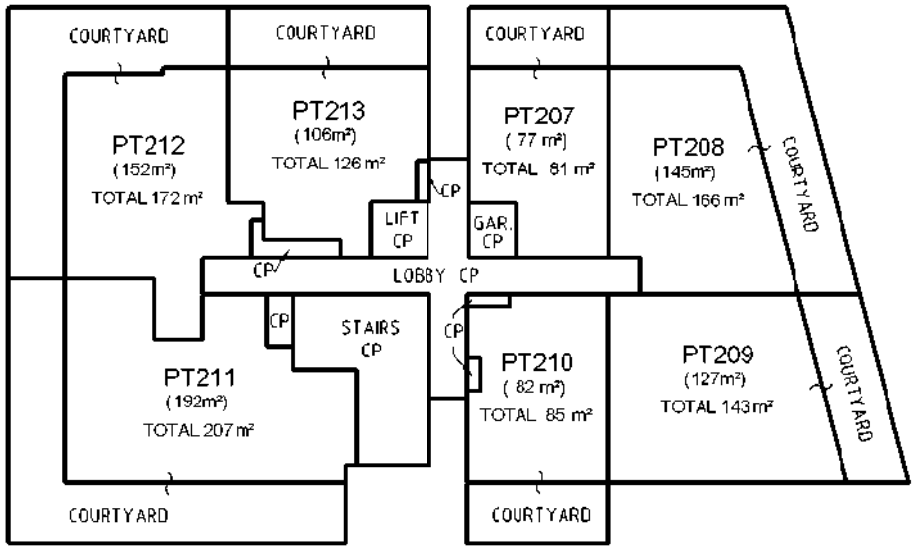
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Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

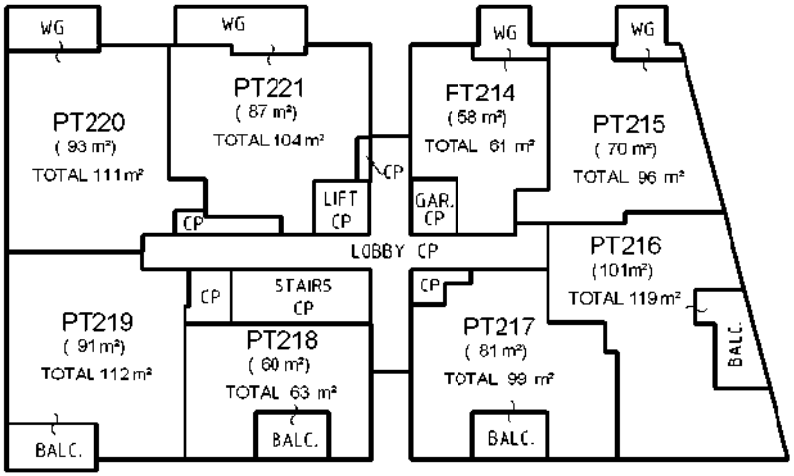
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BUILDING B



GROUND FLOOR



LEVEL 1

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES AND COURTYARDS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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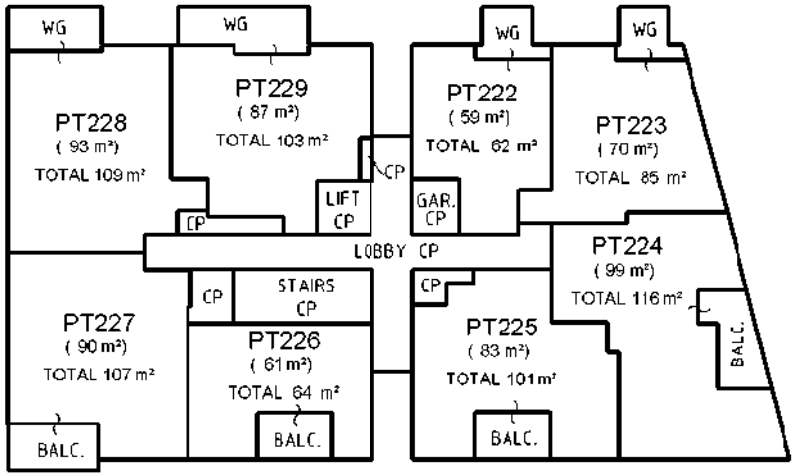
Surveyor: JASON RAIC
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2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
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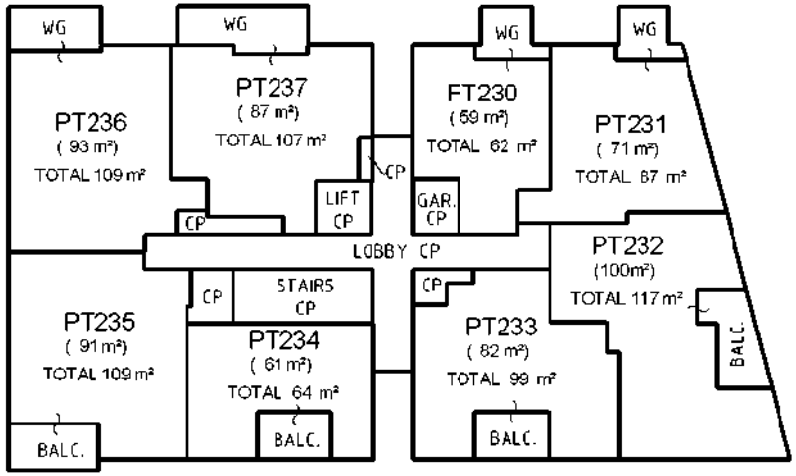
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BUILDING B



LEVEL 2



LEVEL 3

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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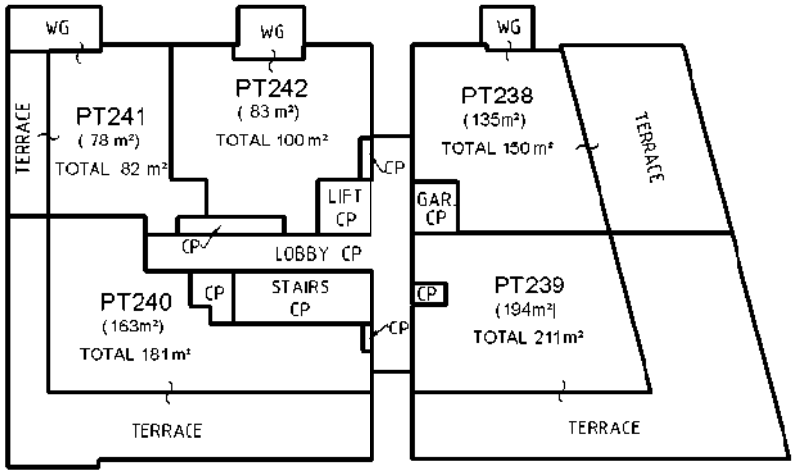
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2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

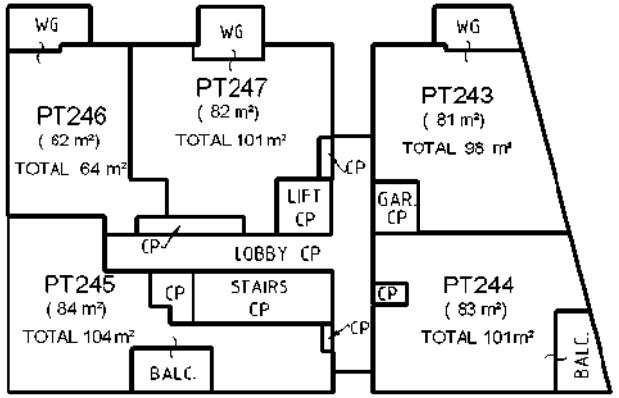
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BUILDING B



LEVEL 4



LEVEL 5

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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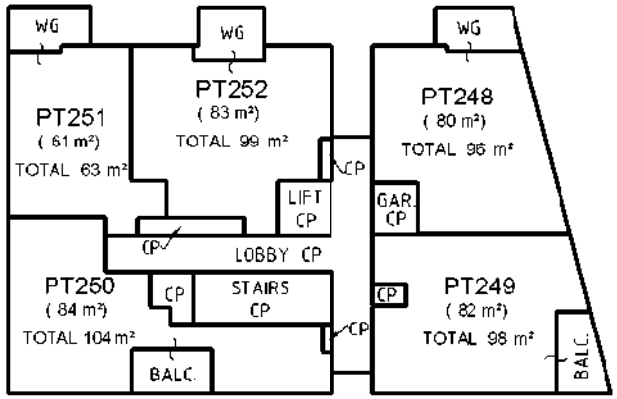
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Surveyor Ref: 41625-43715SP
2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

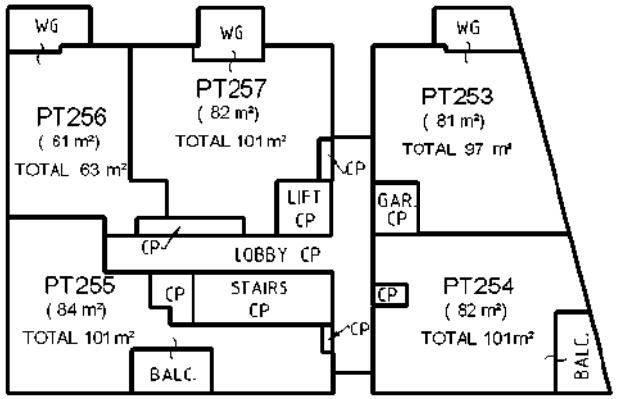
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Req:R449913 /Doc:SP 0094594 P /Rev:17-Nov-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:22 of 30
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BUILDING B



LEVEL 6



LEVEL 7

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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

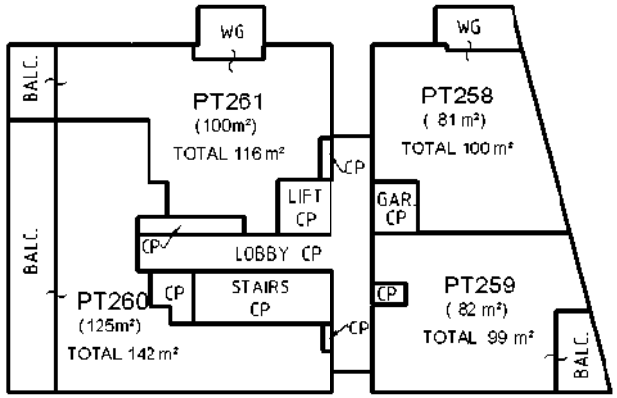
Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP
2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

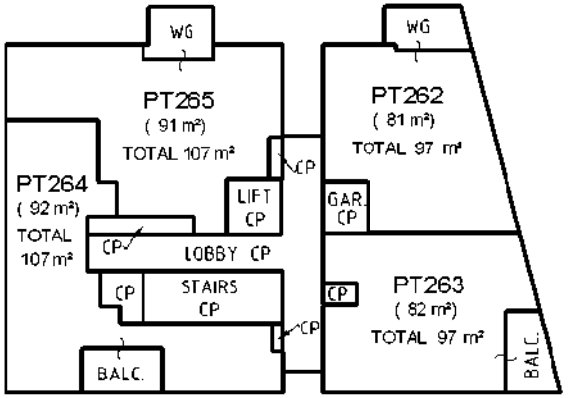
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Req:R449913 /Doc:SP 0094594 P /Rev:17-Nov-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:23 of 30
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BUILDING B



LEVEL 8



LEVEL 9

NOTES:

BALC. ~ BALCONY
CP ~ COMMON PROPERTY
GAR. ~ GARBAGE ROOM
WG ~ WINTERGARDEN

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE NOT BEEN SHOWN

ALL WINTERGARDENS ARE FULLY ENCLOSED

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

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

Surveyor: JASON RAIC
Surveyor Ref: 41625-43715SP
2016M7600(49)
Subdivision No: SC16002B
Lengths are in metres Reduction Ratio 1: 250

Registered:
17.11.2016

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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 17.11.2016

Purpose: STRATA PLAN

Use Only

SP94594 S

PLAN SUBDIVISION OF LOT 136 IN SP94030

LGA: INNER WEST

Locality: LEWISHAM

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~*The Council of .....~~,

*The Accredited Certifier: Saeid Askarian

Accreditation number: BPB 0014,

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

~~*(b) Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

*(4) ~~The building encroaches on a public place and;~~

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

.....

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) ~~This approval is given on the condition that lot(s) ^~~ are created as utility lots in accordance with section 36 of the *Strata Schemes (Freehold Development) Act 1973* or section 68 of the *Strata Schemes (Leasehold Development) Act 1986*

Date: 21/10/2016

Subdivision number: SC/6002B

Relevant Development Consent number: DA 2015 00348

Issued by: Marrickville Council DA 2014 00354

Signature: .....

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

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No ~~94249~~ 93231

The adopted by-laws for the scheme are:

~~* ^ ..... Model By-laws~~

~~* together with, Keeping of animals: Option *A/*B/*C~~

~~* By-laws in ____ sheets filed with plan.~~

* Strike through if inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 *Strata Schemes Management Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

a surveyor registered under the *Surveying and Spatial Information Act 2002*, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has been met

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

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

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

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

Signature: .....

Date: 18/10/2016

* Strike through if inapplicable.

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

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 41625-43715SP 2016M7600(49)

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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 17.11.2016

Office Use Only

SP94594

PLAN SUBDIVISION OF LOT 136 IN SP94030

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: S.C. 1600.2B

Date of endorsement: 21/10/2016

SCHEDULE OF UNIT ENTITLEMENTS

LOT	U/E	LOT	U/E	LOT	U/E
137	638	170	902	203	965
138	891	171	894	204	907
139	896	172	647	205	904
140	709	173	646	206	902
141	688	174	690	207	670
142	682	175	904	208	896
143	862	176	955	209	906
144	886	177	904	210	670
145	650	178	896	211	945
146	896	179	649	212	911
147	886	180	648	213	896
148	640	181	692	214	635
149	640	182	906	215	699
150	684	183	957	216	891
151	864	184	906	217	881
152	888	185	898	218	635
153	701	186	651	219	889
154	898	187	650	220	889
155	890	188	694	221	881
156	642	189	908	222	637
157	642	190	959	223	701
158	686	191	908	224	893
159	865	192	900	225	883
160	890	193	653	226	637
161	703	194	652	227	891
162	900	195	906	228	891
163	892	196	663	229	883
164	644	197	906	230	639
165	644	198	910	231	703
166	645	199	902	232	895
167	889	200	655	233	885
168	889	201	654	234	639
169	655	202	965	235	893

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with Section 28QAA Strata Schemes (Freehold Development) Act 1973 or Section 57AAA Strata Schemes Leasehold Development Act 1986.

Surveyor's Reference: 41625-43715SP 2016M7600(49)

Req:R449913 /Doc:SP 0094594 P /Rev:17-Nov-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:27 of 30
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 17.11.2016

Office Use Only

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PLAN SUBDIVISION OF LOT 136 IN SP94030

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC/6002B

Date of endorsement: 21/10/2016

SCHEDULE OF UNIT ENTITLEMENTS

LOT	U/E	LOT	U/E	LOT	U/E
236	893	247	889	258	885
237	885	248	881	259	885
238	891	249	881	260	906
239	906	250	891	261	902
240	908	251	645	262	887
241	651	252	891	263	887
242	887	253	883	264	904
243	867	254	883	265	904
244	867	255	893	266	738
245	889	256	647	267	955
246	643	257	893	Total	106564

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with Section 28QAA Strata Schemes (Freehold Development) Act 1973 or Section 57AAA Strata Schemes Leasehold Development Act 1986.

Surveyor's Reference: 41625-43715SP 2016M7600(49)

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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 17.11.2016

Office Use Only

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PLAN SUBDIVISION OF LOT 136 IN SP94030

Subdivision Certificate number: SC.16.00.28

Date of endorsement: 12/9/2016

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

- A Schedule of Unit Entitlements.
- 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.

SCHEDULE OF DOOR NUMBERS

LOT	DOOR	LOT	DOOR	LOT	DOOR
137	1	170	406	203	902
138	2	171	407	204	903
139	3	172	408	205	905
140	5	173	409	206	906
141	6	174	501	207	11
142	101	175	502	208	12
143	102	176	503	209	13
144	103	177	505	210	15
145	105	178	506	211	16
146	106	179	507	212	17
147	107	180	508	213	18
148	108	181	601	214	111
149	109	182	602	215	112
150	201	183	603	216	113
151	202	184	605	217	115
152	203	185	606	218	116
153	205	186	607	219	117
154	206	187	608	220	118
155	207	188	701	221	119
156	208	189	702	222	211
157	209	190	703	223	212
158	301	191	705	224	213
159	302	192	706	225	215
160	303	193	707	226	216
161	305	194	708	227	217
162	306	195	801	228	218
163	307	196	802	229	219
164	308	197	803	230	311
165	309	198	805	231	312
166	401	199	806	232	313
167	402	200	807	233	315
168	403	201	808	234	316
169	405	202	901	235	317

The Schedule of Door Numbers does not form part of the Administration Sheet required by the Strata Schemes (Freehold Development Act 1973. Information not checked in LPI.

Surveyor's Reference: 41625-43715SP 2016M7600(49)

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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

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Registered: 17.11.2016

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PLAN SUBDIVISION OF LOT 136 IN SP94030

Subdivision Certificate number: SC.16.0.2.B

Date of endorsement: 21/10/2016

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

- A Schedule of Unit Entitlements.
- 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.

SCHEDULE OF DOOR NUMBERS

LOT	DOOR	LOT	DOOR	LOT	DOOR
236	318	247	516	258	811
237	319	248	611	259	812
238	411	249	612	260	813
239	412	250	613	261	815
240	413	251	615	262	911
241	415	252	616	263	912
242	416	253	711	264	913
243	511	254	712	265	915
244	512	255	713	266	7
245	513	256	715	267	8
246	515	257	716		

The Schedule of Door Numbers does not form part of the Administration Sheet required by the Strata Schemes (Freehold Development Act 1973. Information not checked in LPI.

Surveyor's Reference: 41625-43715SP 2016M7600(49)

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

PLAN SUBDIVISION OF LOT 136 IN SP94030

Office Use Only

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Office Use Only

Registered: 17.11.2016

Strata Certificate Details: Subdivision No: SC 16002B Date: 21/10/2016

EXECUTED by)
KARIMBLA PROPERTIES (NO.23) PTY LTD)
ACN 115 511 236)
in accordance with Section 127)
of the Corporations Act)

.....
Signature of Director

DAVID CREMONA
.....
NAME (please print)

.....
Signature of Director/secretary

ROBYN McCULLY
.....
NAME (please print)

SURVEYOR'S REFERENCE: 41625-43715SP 2016M7600(49)

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SP93231 M

APPROVED FORM 28

S528R – 28W(F) / SS 57A – 57F(L)

STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

STRATA SCHEME (LEASEHOLD DEVELOPMENT) ACT 1986

LUNA APARTMENTS, LEWISHAM

STRATA MANAGEMENT STATEMENT

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

- an owners corporation of a strata scheme for part of the Building;
- a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and
- any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (Section 28 W, Strata Schemes (Freehold Development) Act 1973; Section 57F, Strata Schemes (Leasehold Development) Act 1986.

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SP93231

STRATA MANAGEMENT STATEMENT

BETWEEN Karimbla Properties (No. 23) Pty Ltd ACN 115 511 236 of Level 11, 528 Kent Street, Sydney NSW 2000

AND Karimbla Properties (No. 23) Pty Ltd ACN 115 511 236 of Level 11, 528 Kent Street, Sydney NSW 2000

AND Karimbla Properties (No. 23) Pty Ltd ACN 115 511 236 of Level 11, 528 Kent Street, Sydney NSW 2000

AND Karimbla Properties (No. 23) Pty Ltd ACN 115 511 236 of Level 11, 528 Kent Street, Sydney NSW 2000

AND Karimbla Properties (No. 23) Pty Ltd ACN 115 511 236 of Level 11, 528 Kent Street, Sydney NSW 2000

WHAT IS A STRATA MANAGEMENT STATEMENT?

Strata Management Statement

A strata management statement is a set of rules that regulate the management and operation of a building, where part of the building is subdivided by a strata scheme or schemes. These types of strata scheme are called "part building strata schemes". If a stratum lot is subdivided by a strata plan, the building will become a building containing a part building strata scheme.

ABOUT THE BUILDING

What are the different components in the Building?

The Building has been subdivided into ~~two~~ SIX distinct components. The Owner of each component (or Stratum Lot) and the Associate must comply with this Statement. If a Stratum Lot or part of a Stratum Lot is further subdivided by a Strata Plan, the Owner is the Owners Corporation for the Strata Scheme. At the date of registration of this Statement, the components of the Building are as follows:

Component	Description	Owner
Luna Proposed Dedication of Public Reserve	Lot 30 in the Plan	The Owner of lot 30 from time to time
Luna Apartments Buildings A, B, C, D, F and Part G	Lot 31 in the Plan	The Owner of lot 31 from time to time
Luna Apartments Part Building E1	Lot 32 in the Plan	The Owner of lot 32 from time to time
Luna Apartments Part Building E2	Lot 33 in the Plan	The Owner of lot 33 from time to time
Luna Apartments Part Building G	Lot 34 in the Plan	The Owner of lot 34 from time to time
Luna Proposed Dedication of Road	Lot 35 in the Plan	The Owner of lot 35 from time to time

What is the effect of this management statement?

This Statement has effect as an agreement under seal.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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The following words have the meaning given, unless the context requires otherwise:

Administrative Fund has the same meaning given in the *Strata Schemes Management Act 1996*.

Associate means a lessee, occupier or mortgagee in possession of a Stratum Lot or a strata lot if the Stratum Lot is subdivided by a plan of strata subdivision, but does not include an Owner.

Building means the improvements and fixtures on the Land.

Chairman means the chairman of the Committee.

Committee means the Committee formed under clause 3.

Common Areas has the meaning given in the Section 88B instrument registered with the Plan.

Easements means the easements created under the *Conveyancing Act 1919* or otherwise benefiting or burdening a Stratum Lot and/or the Land from time to time.

Land means Folio Identifier 100/1206848.

LEADR means Leading Edge Alternate Dispute Resolution or any successors from reconstruction or merger of this body or other alternative dispute resolution entity or body nominated by the Members from time to time.

Luna Apartments Buildings A, B, C, D, F and Part G means the Stratum Lot, Lot 31 in the Plan.

Luna Apartments Part Building E1 means the Stratum Lot, Lot 32 in the Plan.

Luna Apartments Part Building E2 means the Stratum Lot, Lot 33 in the Plan.

Luna Apartments Part Building G means the Stratum Lot, Lot 34 in the Plan.

Luna Proposed Dedication of Public Reserve means the Stratum Lot, Lot 30 in the Plan.

Luna Proposed Dedication of Road means the Stratum Lot, Lot 35 in the Plan.

Owner means the registered proprietor of a Stratum Lot and the Owners Corporation if the Stratum Lot is subdivided by a plan of strata subdivision.

Owners Corporation means an Owners corporation constituted under section 11 of the *Strata Schemes Management Act 1996*.

Plan means the Deposited Plan 1210614.

Secretary means the secretary of the Committee.

Shared Areas/Facilities includes (subject to the description of each Shared Area/Facility in Schedule A):

(a) plant and equipment which constitute a Shared Area/Facility;

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(b) pipes, wire, cables and ducts which are connected to or form part of a Shared Area/Facility but excluding any of those things which exclusively service an Owner's part of the Building;

(c) any room or areas in which a Shared Area/Facility is located.

Shared Area/Facility Costs means the costs of security, maintenance, repair, operation, cleaning and replacement of the Shared Areas/Facilities including but not limited to the costs of:

(a) parts or consumables used in the security, maintenance, repair, operation, cleaning and replacement of Shared Areas/Facilities;

(b) labour used in the security, maintenance, repair, operation, cleaning and replacement of Shared Areas/Facilities;

(c) inspection of the Shared Areas/Facilities (if applicable) by a government agency;

(d) the certification of Shared Areas/Facilities for the purposes of the law;

(e) power, gas, lighting, water and other utility expenses; and

(f) insurance of the Shared Areas/Facilities.

Sinking Fund has the same meaning given in the *Strata Schemes Management Act 1996*.

Statement means this strata management statement as amended from time to time and includes the schedules to this Statement.

Stratum Lot means a stratum lot (as defined in section 196C of the *Conveyancing Act* 1919) in the Building.

Unanimous Resolution means a motion that is passed at a duly convened meeting of the Committee and against which no vote is cast.

Interpretation

1.2 A reference to any law or any provisions of any law includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it or them.

1.3 Any agreement, warranty, representation or obligation that binds or benefits two or more persons under this Statement bind or benefits those persons jointly and severally.

1.4 A reference to a person includes:

(a) an individual, the estate of an individual, a corporation, an association (incorporated or unincorporated) and a statutory or other authority; and

(b) the trustee, executor, administrator or successor in title of that person

1.5 The singular includes the plural and vice versa.

1.6 Headings are for convenience and do not affect the interpretation of this Statement.

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1.7 Any operative development consent relating to the Land prevails to the extent that it is inconsistent with any provisions of this Statement.

1.8 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Statement or any part of it.

1.9 A reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose.

1.10 Where this Statement is required by law to include a reference to a matter, then that matter is deemed to be included to the extent necessary, and any inconsistency in this Statement is void to the extent of any inconsistency.

2. COMPLIANCE WITH THIS STATEMENT

SP93231

Who must comply with this Statement?

2.1 Each Owner and Associate must comply with this Statement as if it is an agreement under seal that they entered into.

How to comply?

2.2 To comply with this Statement, a person must:

(a) carry out their obligations under this Statement; and

(b) allow other persons to carry out their obligations under this Statement.

2.3 A person need not comply with this Statement to the extent that it is inconsistent with the Plan.

3. THE BUILDING MANAGEMENT COMMITTEE

Constitution

3.1 The building management committee is established by this clause. Each Owner (and no other person) is a member of the Committee.

3.2 The Committee must perform the responsibilities imposed on it by this Statement.

3.3 In performing its responsibilities, the Committee may engage or employ other persons. The Owners shall be responsible jointly for any consequent liability.

Office Bearers

3.4 The Committee will have a Chairman and Secretary, to be elected by the Owners from their authorised representative under clause 4.1. For the avoidance of doubt, the Chairman and Secretary must not be the same person. The Committee may appoint other officers to help it perform its functions. If the Committee appoints an officer, it must clearly define the duties of that officer.

3.5 The Chairman shall preside at meetings of the Committee. The Chairman shall not have a casting vote.

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3.6 The Secretary shall prepare and distribute notices and minutes of meetings of the Committee, and establish and maintain the books and records of the Committee, according to this Statement and the law.

Delegation of functions

3.7 The Committee may appoint as manager an individual or corporation which carries a strata managing agent's licence under the *Property, Stock & Business Agents Act 2002* and all other relevant licences, and may, subject to clause 3.8 delegate its functions and the functions of its officers to the manager.

3.8 The Committee may not delegate to the manager:

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

(b) the function to determine and levy shares payable by the Owners; and

(c) any function which it cannot delegate by law.

3.9 The terms of the manager's appointment and delegation must be recorded in writing.

3.10 The Committee may continue to exercise the functions it delegates to the manager.

Costs

3.11 The Owners shall be jointly liable for costs incurred by the Committee under this Statement.

4. COMMITTEE MEETINGS

Representation

4.1 Each Owner must in writing to the Secretary authorise a single individual to represent it on the Committee.

Convening meetings

4.2 The Secretary must convene a meeting of the Committee:

(a) if requested by an Owner in writing detailing the matter to be addressed, as soon as practicable but in any event, not later than two months after the request has been made; and

(b) within one month of each anniversary of the date of this Statement.

4.3 At least seven (7) days' written notice of a meeting must be given to each Owner, and a notice must specify, if practicable, each matter to be addressed at the meeting. However, shorter notice and/or oral notice may be given in the event of an emergency.

4.4 The Secretary must distribute minutes of a meeting within 14 days after the meeting.

Quorum

4.5 There is a quorum at a meeting of the Committee in respect of any particular matter only if all Owners entitled to vote on that matter are present.

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4.6. If a quorum is not present at a meeting within 30 minutes of a matter arising for consideration, the meeting stands adjourned for 2 business days, to reconvene at the same time and at the same place. At the reconvened meeting, the Owners present and entitled to vote on that matter constitute a quorum.

Adjournments

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4.7. The Owners may resolve to adjourn a meeting.

Voting

4.8. On each matter before the Committee, each Owner present except for Owners of Lot 30 and 35 and not prevented from voting by clause 7.7, is entitled to one (1) vote. The value of each Owner's vote is:

(i) owner of Lot 30 – 0%

(ii) owner of Lot 31 – 88%

(iii) owner of Lot 32 - 3%

(iv) owner of Lot 33 - 3%

(v) owner of Lot 34 - 6%

(vi) owner of Lot 35 - 0%

4.9 Subject to any requirements in this Statement for a Unanimous Resolution, the decision represented by a majority of votes on a matter at a meeting at which a quorum is present is the decision of the Committee.

Circular resolutions of the Committee

4.10 The Committee may make decisions in writing without holding a meeting if:

(a) notice of the meeting and the motions to be considered by the Committee have been served on the Owners; and

(b) each Owner has approved the motion in writing.

Owner more than one person

4.11 Where any Owner comprises more than one person:

(a) those persons together have one vote for and on behalf of the relevant Owner;

(b) if only one such person is represent at a Committee meeting, that person may vote on behalf of the relevant Owner;

(c) if more than one of such persons is present at a Committee meeting, they must appoint one of their number to exercise the vote on behalf of the relevant Owner; and

(d) if those persons cannot agree on how the Owner's vote is to be exercised, that Owner shall abstain from voting on that matter.

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Dispute Resolution

4.12 For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, the Owners, an Associate or anyone bound by this Statement.

4.13 The parties must endeavour in good faith to resolve disputes about this Statement before taking action under clauses 4.14 to 4.21.

4.14 Disputes include, without limitation:

(a) the Committee unreasonably refusing to consent to an application to amend this Statement; or

(b) the Committee or anyone on behalf of the Committee failing to comply with the provisions of this Statement about meetings; or

(c) the exercise of, or a failure to exercise, a function or a discretion referred to in this Statement or in the Easement;

(d) a dispute about a resolution of the Committee; or

(e) a dispute about an Easement; or

(f) where there is a deadlock.

4.15 A party may give a dispute notice to another party which must specify:

(a) what the dispute is a about;

(b) the provisions of this Statement or the law that applies to the dispute;

(c) the position of the party; and

(d) the facts and other circumstances on which the party relies,

and which attaches copies of correspondence and other documents mentioned in the dispute notice.

4.16 Within 5 business days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation at 2.00pm on the day which is 5 business days after the dispute notice was given.

4.17 If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice (referred to in clause 4.18).

4.18 If a party gives a mediation notice the notice must require the parties to:

(a) refer the dispute to mediation;

(b) appoint a mediator agreed to by the parties from the panel of mediators kept by LEADR; and

(c) mediate according to the rules of LEADR.

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4.19 If the parties cannot agree on the mediator from the LEADR panel within 5 business days after a party gives a mediation notice either party may ask the chairperson of LEADR, or the vice chairperson, if the chairperson declines to appoint a mediator from the LEADR panel or to appoint an appropriate expert having regard to the nature of the dispute.

4.20 The mediation must take place in Sydney, New South Wales.

4.21 The parties must pay the mediator's costs and expenses equally.

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5 FUNCTIONS OF THE COMMITTEE

General

5.1 The determinations and decisions of the Committee under this Statement must be reasonable and in the interests of those persons having an interest in fee simple in any part of the Building.

Functions

5.2 The functions of the Committee are:

(a) to make decisions about the matters in this Statement;

(b) to operate, maintain, renew and replace the Shared Areas/Facilities;

(c) having regard to the interests of the Owners, to control use of the Shared Areas/Facilities;

(d) to change or add to the Shared Areas/Facilities;

(e) to effect and maintain insurances according to this Statement;

(f) to arrange for maintenance and other contracts so that insurances are not affected;

(g) to monitor the performance of the Owners of their obligations under this Statement and any applicable law;

(h) to monitor the Shared Area/Facility Costs and to make a just and fair allocation of the Shared Area/Facility Costs;

(i) to comply with the Committee's obligations under this Statement;

(j) to enter into contracts to assist the Committee to perform its function; and

(k) to make rules in respect of the Shared Areas/Facilities.

5.3 For the purposes of clause 5.2, the Committee must consider and select quotations or tenders obtained by the Owners from reputable contractors.

5.4 Each Owner must pay to the Committee its share of the Shared Areas/Facility costs in accordance with Schedule A and at the times and frequency determined by the Committee. Despite the foregoing, no Owner is required to contribute to the Shared Areas/Facility Costs until an occupation certificate has issued for the Owner's Stratum Lot.

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5.5 Schedule A may come to be inaccurate or incomplete by reason of the addition, removal, modification or replacement of the Shared Areas/Facilities. In such cases, the Committee shall by Unanimous Resolution add, remove, modify or replace Shared Areas/Facilities and by Unanimous Resolution determine the share of the costs to be borne by each Owner having regard to:

(a) the extent to which the addition, removal, modification or replacement is necessitated by an Owner or the use of the Owner's property;

(b) the extent of an Owner's intended use of the particular facility or Area/Facility;

(c) whether the addition or adjustment more fairly divides the Shared Area/Facility Costs; and

(d) other matters that may be taken reasonably into account.

5.6 In respect of so much of its property that is not the subject of these arrangements for Shared Areas/Facilities, each Owner must use reasonable endeavours to:

(a) keep it clean, tidy and in a well-ordered condition;

(b) maintain it in a state of good and serviceable repair, and in a condition which satisfies any statutory requirements; and

(c) subject to clauses 5.7 to 5.14, renew or replace it, if necessary.

Refurbishment of Shared Areas/Facilities

5.7 The Committee must prepare and consider a plan for the refurbishment of the Shared Areas/Facilities, so as to ensure that those parts of the building are well maintained and in good working order (the "Refurbishment Plan").

5.8 The Refurbishment Plan shall include specifications, estimated costing and timing of the proposed refurbishment and timing of proposed payments by the Owners.

5.9 The Committee must do so at intervals of not less than seven (7) or more than ten (10) years after the date of this Statement, or the preparation of the last Refurbishment Plan, as appropriate.

5.10 At least 14 days' written notice of a meeting must be given to each Owner of a meeting at which it will be proposed that a draft Refurbishment Plan be prepared.

5.11 Each Owner shall be provided with a copy of the draft Refurbishment Plan at least two (2) months prior to the meeting of the Committee at which the draft Refurbishment Plan is to be considered.

5.12 The Committee may only approve the draft Refurbishment Plan and determine the manner of its implementation, by a Unanimous Resolution.

5.13 The Committee must implement the approved Refurbishment Plan as soon as practicable and may do everything necessary for that purpose, including applying for any requisite approval of statutory authorities.

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5.14 To the extent to which the Owners' respective shares of the cost of the refurbishment are not determined by clause 5.4, their shares shall be determined by the Committee having regard to the criteria referred to in clause 5.5.

Restrictions on alterations

5.15 An Owner or Associate must not do any building work or allow any building work to be done, without the approval in writing of the Committee or as required or permitted by this Statement, so as to alter the appearance of the Building when viewed:

(a) from outside the Building; and

(b) from the Shared Areas/Facilities.

5.16 The approval of the Committee pursuant to clause 5.15 requires the Unanimous Resolution of the Committee.

5.17 An Owner or Associate must not do any building, refurbishing or decorating work not in keeping with the standards of a high-class residential complex.

Administrative and sinking fund

5.18 The Committee must establish an Administrative Fund within 1 month after this Statement is registered. The Committee must use the Administrative fund to pay the Shared Costs that are not Sinking Fund costs.

5.19 The Committee must establish a Sinking Fund within 1 month after this Statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of the Shared Areas/Facilities.

5.20 The Committee must pay all money it receives into the appropriate bank account managed by the Committee.

5.21 The Committee may only withdraw money from its account to pay for things allowed by this Statement.

6 INSURANCE

6.1 The Owners must comply with all relevant requirements concerning insurance of the Building, ~~including but not limited to the requirement to obtain a damage policy in~~ accordance with Clause 3 Schedule 8A of the *Conveyancing Act 1919* and other insurances in ~~accordance with Clause 4 Schedule 8A of the *Conveyancing Act 1919*~~.

6.2 Each Owner and Associate must:

(a) do everything reasonably necessary to assist an Owner to comply with the Owner's obligations under any insurance policy relating to the Building, at the request of the Owner; and

(b) not act or omit to act so as to render any insurance policy void or voidable.

7 CONTRIBUTIONS

Budget

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7.1 The Committee must determine annually a budget for a period of 12 months following the determination. The budget shall consist of the Committee's estimate of the costs and expenses to be incurred by the Committee under this Statement in that period, and shall specify:

(a) each cost or expense;

(b) each Owner's share of that cost or expense; and

(c) the date or dates on which the Owners must pay their shares to the Committee.

7.2 Each Owner shall be provided with a copy of the proposed budget at least one (1) month prior to the meeting of the Committee at which the proposed budget is to be considered.

7.3 The Committee may only approve the budget and determine the manner of its implementation, by a Unanimous Resolution.

Payment of costs and expenses

7.4 Each Owner must pay to the Committee its share of the Committee's actual or anticipated costs and expenses, according to the budget or other determination by the Committee. The Secretary must forward a copy of the budget or advice in writing of other determination of the Committee to each Owner. The budget or other determination may not require payment by an Owner of its share less than 28 days after service on it of the budget or notice of other determination.

Clarification of payment of costs and expenses

7.5 At any time before the first of the days on which an Owner must pay an amount to the Committee, an Owner may seek clarification of the liability of that Owner by written notice to the Secretary. The notice must:

(a) specify the matter which requires clarification; and

(b) specify any matters or facts which the Owner considers affect that Owner's share of any costs or expense.

7.6 The Committee must consider the request for clarification as soon as practicable. Thereafter, it shall notify each Owner:

(a) that the liability of the Owner to the Committee remains unchanged; or

(b) of a change in that liability, including the amount and date on which payment must be paid.

Default

7.7 If an Owner fails to pay any amount payable pursuant to this Statement by the due date:

(a) that Owner may not vote at any meeting of the Committee until such time as the outstanding payment has been paid;

(b) at the option of the Committee, that Owner shall incur interest on the amount unpaid at the rate reasonably determined as appropriate by the Committee, but

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not exceeding 2% per annum above the highest overdraft rate from time to time charged by the Commonwealth Bank of Australia, if any; and

(c) that Owner must pay any expense incurred by the Committee in recovering or attempting to recover the outstanding payment.

7.8 If an Owner has sought clarification pursuant to clause 7.5, an Owner shall be deemed not to have failed to pay its share until the later of the date it receives notice under clause 7.6 and the date by which the payment is required by the clarification.

Records

7.9 The Secretary must keep proper accounting records of the financial transactions of the Committee, and must prepare a statement of the Committee's income and expenditure for consideration by the Committee at each of its meetings referred to in clause 4.2(b).

7.10 The Secretary must make the accounting records and financial statements available for inspection by an Owner during normal business hours, upon reasonable notice and the Secretary shall keep the accounting records and financial statements for seven (7) years from the date they are prepared or issued.

8 CLEANING

8.1 Despite anything else in this Statement, each Owner must arrange and pay for any graffiti apparent on the exterior portion of the Building forming part of its Stratum Lot to be removed on a regular basis.

9 SIGNAGE

9.1 No Owner or Associate may, without the prior written consent of the Committee, affix or exhibit any sign, light, advertisement, name or notice to the Building if it is visible from the Shared Areas/Facilities of the Building.

10 APPLICATIONS

Applications

10.1 An Owner or Associate may ask the Committee to approve an activity that, without the approval of the Committee, is proscribed by this Statement.

10.2 Any request must be in writing and must be accompanied by all documents to which the Owner or Associate asks the Committee to have regard when considering the request.

10.3 The request must be forwarded to the Secretary, who must submit the request to the Committee for its consideration at its next meeting.

11 ACCESS TO SHARED AREAS/FACILITIES

11.1 Each Owner and Associate and the Committee may access the Shared Areas/Facilities to do things required or allowed by this Statement or under an Easement. Anything done under this clause must take account of and not adversely affect a tenant or lawful occupant of a Stratum Lot.

11.2 Subject to this Statement, the Committee may:

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(a) restrict access to parts of the Building which an Owner or Associate does not require access to get to the Owner's or Associate's Stratum Lot;

(b) restrict access to the Shared Areas/Facilities;

(c) specify which Owners and Associates and other persons are entitled to use and enjoy a Shared Area/Facility;

(d) secure doors or gates in the building between hours the Committee reasonably determines are appropriate to preserve the security of the Building and to protect the Owners and Associates and their property; and

(e) install and monitor CCTV cameras and engage security personnel as the Committee reasonably determines as appropriate to preserve the security of the Building and to protect the Owners and Associates and their property.

11.3 The Owners must pay for the costs and expenses incurred by the Committee under clauses 11.2(d) and (e) in accordance with the cost allocation in Schedule 1.

12 COMMITTEE ACCESS AND OTHER RIGHTS

12.1 The Committee (or its authorised users and contractors):

(a) may access and conduct works in relation to the Shared Areas/Facilities to do all things required by or allowed under this Statement so long as reasonable notice is given to the Owners, except in the case of an emergency when no notice is required;

(b) must maintain the Shared Areas/Facilities to an operational standard, or any higher standard as determined by the Committee;

(c) must, if the Shared Areas/Facilities are damaged, destroyed or fail to operate at any time and for any reason, as soon as possible, repair or replace the Shared Areas/Facilities;

(d) must not permit any of the Shared Areas/Facilities to fall into disrepair so as to become a hazard or nuisance;

(e) must consult, in good faith, with the Owners in relation to the nature, timing and location of any works the Committee carries out in relation to the Shared Areas/Facilities;

(f) in carrying out any rights under this Statement, must take all reasonable steps to ensure that:

(i) reasonable safety measures are taken in relation to any works;

(ii) the nature and extent of the works do not substantially and adversely effect the use of the relevant Stratum Lot;

(iii) due consideration is given to the activities and operations carried on within the relevant Stratum Lot;

(iv) all works are conducted in a proper and workmanlike manner and in accordance with all laws and the requirements of all authorities;

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(v) as little damage as possible occurs to the Stratum Lot in which the works are being conducted; and

(vi) any damage to the relevant Stratum Lot is immediately made good

13. WATER USAGE, SEWER AND FIRE SERVICES

13.1 The Owners acknowledge that water usage for the Building will be measured by one master meter in accordance with Sydney Water requirements.

13.2 The Owners acknowledge that the water usage are separately metered and the Owners must pay the water usage for their respective Stratum Lots and Shared Areas/Facilities in accordance with their water usage.

13.3 The Owners acknowledge that the Building has one water connection and three sewer connections but that such connections are not divided up into different uses. Further, the Owners acknowledge that the water and sewer system for the Building is a Shared Area/Facility in which all Owners must contribute towards the costs of the repair, maintenance and replacement in accordance with this Statement.

13.4 Finally, the Owners acknowledge that the Building is one building for the purposes of the safety and compliance with the Building Code of Australia and that they will not do anything to their Stratum Lot that would cause a breach of any fire safety legislation or Building Code of Australia.

14. NOTICES

Contact Details

14.1 Each Owner must notify the other Owners of its own and its authorised representative's address, and telephone and facsimile numbers.

Service

14.2 Any notice, approval or other communication under this Statement ("Notice") including to an Owner or to the Committee must be in writing and must be:

(a) delivered to the addressee personally;

(b) left at the then current address of the addressee;

(c) sent by pre-paid ordinary post to the current address of the addressee; or

(d) sent to the current facsimile number of the addressee.

14.3 The Notice will be deemed to have been received:

(a) on the day the addressee received the Notice, if delivered to the addressee personally.

(b) on the second business day after posting, if posted.

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(c) on the date on which the entire Notice was transmitted according to the transmission report of the machine from which the facsimile was sent, if sent by facsimile transmission.

15 LEGAL PROCEEDINGS

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The Owners authorise and appoint:

(a) the Committee; and/or

(b) each Owner or other person appointed by the Committee (with that Owner's or person's consent)

to initiate, defend and maintain legal proceedings on behalf of the Committee.

16. GST

16.1 In this clause "GST" means any tax payable under *A New Tax System (Goods and Services Tax) Act 1999* (as amended) (the "Act") or any goods and services tax, consumption, value added or similar tax.

16.2 If the Committee is liable to pay GST with respect to anything supplied by or to the Committee, the Owners must pay the amount of GST in addition to any sum otherwise payable under this Statement ("the Sum Otherwise Payable"). Each Owner's liability will be apportioned in proportion to their liability for the supply.

16.3 An Owner must make payment under this clause after being given a tax invoice as required under the Act, on the date the Sum Otherwise Payable falls due or is paid, whichever is the earlier.

17. AMENDMENT OF STATEMENT

This Statement may be amended but only in accordance with section 28U of the *Strata Schemes (Freehold Development) Act 1973*.

18. FURTHER SUBDIVISION AND PROPOSED DEDICATION

18.1 Each person bound by this Statement acknowledges and agrees that an Owner may carry out construction of the Building in a number of stages which may involve the registration of one or more strata plans or plans of stratum subdivision in respect of any part of the Building after the date of registration of this Statement.

18.2 All Owners must ensure that any lease or similar disposal of any portion of their Stratum Lot must include a term that provides the consent of the lessee or other right holder to (and requires them to do everything necessary to sign) any subdivision or strata plan or associated documentation contemplated in this clause 18.

18.3 Each Owner and Associate in the Building must:

(a) give consent to a subdivision or strata plan prepared pursuant to clause 18.1; and

(b) do all things necessary to ensure that an Owner can lodge any subdivision or strata plan prepared pursuant to clause 18.1 for registration, including

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but not limited to signing all such documentation as may be reasonably required by the Owner and producing certificates of title.

18.4 Each person bound by this Statement acknowledges and agrees that Owner of Lot 30 intends to dedicate Lot 30 as a public reserve and each Owner and Associate in the Building must give consent to a plan of dedication or transfer and do all things necessary to ensure that the Owner of Lot 30 can lodge any plan, transfer or documentation prepared pursuant to clause 18.14 for registration so that Lot 30 can be dedicated as a public reserve, including but not limited to signing all such documentation as may be reasonably required by the Owner of Lot 30.

18.5 Each person bound by this Statement acknowledges and agrees that Owner of Lot 35 intends to dedicate Lot 35 as a road and each Owner and Associate in the Building must give consent to a plan of dedication or transfer and do all things necessary to ensure that the Owner of Lot 35 can lodge any plan, transfer or documentation prepared pursuant to clause 18.14 for registration so that Lot 35 can be dedicated as a road, including but not limited to signing all such documentation as may be reasonably required by the Owner of Lot 35.

19 MAINTENANCE, REPAIR AND STRUCTURAL ADEQUACY

19.1 Stratum Lot Owner responsible for own Stratum Lot

Each Stratum Lot Owner must:

(a) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Stratum Lot Owner's Stratum Lot;

(b) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Stratum Lot Owner's Stratum Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition;

(c) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Building Facilities; and

(d) allow the other Members at reasonable times on reasonable notice to enter a Stratum Lot Owner's Stratum Lot so as to access items within their own Stratum Lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access that Stratum Lot or another Stratum Lot pursuant to any Easement in order to carry out maintenance, repairs, inspections, tests, renewals and renovations.

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19.2 Failure of Stratum Lot Owner to carry out its obligations

(a) If the Stratum Lot Owner does not carry out its obligations under clause 19.1 then the Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 19.1, including:

(i) carrying out work on the Stratum Lot Owner's Lot to do anything the Stratum Lot Owner has failed to do under clause 19.1;

(ii) enter the Stratum Lot Owner's Lot with or without tools and equipment and remain there for the period of time for that purpose.

(b) In exercising its rights under this clause, the Committee must:

(i) ensure that all work is done properly;

(ii) cause as little interference as practical to any occupier of the Stratum Lot Owner's Lot;

(iii) cause as little damage as possible to the Stratum Lot Owner's Lot and any improvements on it; and

(iv) if damage (being damage arising because the Stratum Lot Owner's Lot has not complied with clause 19.1) is caused, restore the Stratum Lot Owner's Lot as nearly as practicable to the condition it was in before the damage occurred.

(c) Except where urgent work is required, the Committee must:

(i) before exercising its rights under clause 19.2(a), by written notice, give the Stratum Lot Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;

(ii) give the Stratum Lot Owner reasonable notice of intention to enter the Stratum Lot Owner's Lot.

20. UPGRADING AND REDEVELOPMENT

20.1 Members' acknowledgment

(a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this Statement, the Building will require upgrading from time to time.

(b) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading work, so long as the proposed upgrading works are in accordance with the requirements of Sydney City Council or any other Governmental Agencies or the Maintenance Manual.

20.2 Members' rights

Each member may, in its absolute discretion and at its sole cost upgrade the part of the land that it owns.

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20.3 Members to meet

The Members must, at intervals of not less than five years commencing on the date of this Statement, convene a meeting of the Committee to discuss the state of the whole of the building. If the Committee by Unanimous Resolution decides to carry out upgrading of the building, it will request the Secretary to prepare a detailed plan to carry out the upgrading works.

20.4 Plan preparation

The Secretary must, if requested by the Committee, prepare detailed plans for the upgrading works including costings and funding arrangements, and submit the plan to the members for their consideration.

20.5 Consideration of plan

Within 42 days after the Secretary submits the plan to each member, the Committee must meet to consider the plan and to decide if the plan will be implemented.

20.6 Effecting works

If the Committee reaches agreement under Clause 20.5, the Secretary must obtain any approvals required by statutory authorities for undertaking and completing the upgrading works, and engage contractors as necessary to complete the works. The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors.

EXECUTION

EXECUTED by **KARIMBLA PROPERTIES (NO. 23) PTY LTD ACN 115 511 236** in accordance with the Corporations Act 2001)

KARIMBLA PROPERTIES (NO. 23) PTY LIMITED
Common Seal
A.C.N. 115 511 236

Signature of Authorised Person

DIRECTOR

Office held

DAVID CREMONA

Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)

REGISTERED 27.7.2016

SCHEDULE A - SHARED AREAS/FACILITIES AND COST ALLOCATION

No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 30	% of Cost to be allocated to Owner of Lot 31	% of Cost to be allocated to Owner of Lot 32	% of Cost to be allocated to Owner of Lot 33	% of Cost to be allocated to Owner of Lot 34	% of Cost to be allocated to Owner of Lot 35
1.	Common Areas	Various	0%	88%	3%	3%	6%	0%
2.	Emergency Egress	Various	0%	88%	3%	3%	6%	0%
3.	Services	Various	0%	88%	3%	3%	6%	0%
4.	Fire Services	Various	0%	88%	3%	3%	6%	0%
5.	Garbage Collection Room, Lift and Loading and Unloading Docks	Basement Level 1 near grids 57/DD, 40/CM and 38/CF and Ground Level near grids 57/DC	0%	88%	3%	3%	6%	0%
6.	Hydrant and Sprinkler Pump Rooms	Basement Level 1 near grids 42/CP	0%	88%	3%	3%	6%	0%
7.	Cold Water Pump Room	Level 5 near grids 39/CN and Level 6 near grids 38/CF	0%	88%	3%	3%	6%	0%
8.	Hot Water Facilities Room	Level 5 near grids 39/CN and Level 6 near grids 38/CF	0%	88%	3%	3%	6%	0%
9.	MDF & Comms Room	Basement Level 1 near grids 40/CQ3	0%	88%	3%	3%	6%	0%
10.	Lift in Lot 34		0%	93%	0%	0%	7%	0%
11.	Lift in Lot 33		0%	0%	54%	46%	0%	0%
12.	Stormwater Pits		0%	88%	3%	3%	6%	0%
13.	Electrical Switch Room	Basement Level 1 near grids 38/CQ	0%	88%	3%	3%	6%	0%
14.	Mechanical Ventilation Plant Room	Basement Level 1 near grids 57/DE and 40/CK	0%	88%	3%	3%	6%	0%

SP93231

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No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 30	% of Cost to be allocated to Owner of Lot 31	% of Cost to be allocated to Owner of Lot 32	% of Cost to be allocated to Owner of Lot 33	% of Cost to be allocated to Owner of Lot 34	% of Cost to be allocated to Owner of Lot 35
15.	Air Conditioning Equipment	Level 6 near grids 38/CG and Roof Level near grids 36/CF	0%	0%	54%	46%	0%	0%
16.	Boomgates	Ground Level near grids 35/CP	0%	88%	3%	3%	6%	0%
17.	Car Washing Bay	Basement Level 1 near grids 38/CH	0%	88%	3%	3%	6%	0%
18.	Carpark Loading Zone		0%	88%	3%	3%	6%	0%
19.	Stormwater Pump Out Pits	Basement Level 2 near grids 8/Q and 8/Y	0%	88%	3%	3%	6%	0%
20.	Carpark Exhaust Plant Room	Basement Level 1 near grids 9/R and 30/CS	0%	88%	3%	3%	6%	0%
21.	Carpark Ventilation Overhead Fans		0%	88%	3%	3%	6%	0%
22.	Stormwater Filtration System		0%	88%	3%	3%	6%	0%
23.	Pool and Gymnasium Facility Lift	Basement Level 1 and Ground Level near grids 56/DE	0%	88%	3%	3%	6%	0%
24.	Visitor Parking Spaces		0%	88%	3%	3%	6%	0%
25.	Pool and Gymnasium Facility	Basement Level 1 and Ground Level near grids 55/DE	0%	88%	3%	3%	6%	0%
26.	Managers Facility	Ground Level near grids 6/K	0%	88%	3%	3%	6%	0%
27.	Fire Control Room	Ground Level 1 near grids 41/CN	0%	88%	3%	3%	6%	0%

SP93231

Req:R449914 /Doc:SP 0093231 M /Rev:27-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:21 of 22
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No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 30	% of Cost to be allocated to Owner of Lot 31	% of Cost to be allocated to Owner of Lot 32	% of Cost to be allocated to Owner of Lot 33	% of Cost to be allocated to Owner of Lot 34	% of Cost to be allocated to Owner of Lot 35
28.	Valve Room	Ground Level 1 near grids 41/CN	0%	88%	3%	3%	6%	0%
29.	Hydrant Booster and Main Water Meter Room	Ground Level 1 near grids 41/CN	0%	88%	3%	3%	6%	0%
30.	Gas Regulator		0%	88%	3%	3%	6%	0%
31.	Gas Equipment	Level 5 near grids 39/CN and Level 6 near grids 38/CF	0%	88%	3%	3%	6%	0%
32.	Fire Regulator Panel		0%	88%	3%	3%	6%	0%
33.	Electrical Meter Cupboard		0%	88%	3%	3%	6%	0%
34.	Communications Cupboard		0%	88%	3%	3%	6%	0%
35.	Rooftop TV Aerial		0%	88%	3%	3%	6%	0%
36.	Rooftop Communications Room, Dish and Equipment		0%	88%	3%	3%	6%	0%
37.	Post Box Room	Basement Level 1 near grids 5/T	0%	88%	3%	3%	6%	0%
38.	Garbage Room and Facilities	Ground level near grids 40/CM and ground level to level 5 near grids 38/CF	0%	88%	3%	3%	6%	0%
39.	Water and Sewer maintenance		0%	88%	3%	3%	6%	0%

Note:

1. For shared facilities that have a reference to 'near grid' consult the architectural design drawings held by the Building Management Committee to locate the grid line intersection referred to.

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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 30 sheet(s)

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)						
MARK	MGA CO-ORDINATES ZONE 56		CLASS	ORDER	METHOD	SOURCE
	EASTING	NORTHING				
SSM 25092	328 405.263	6248 208.335	B	2	-	SCIMS
SSM 81797	328 550.535	6248 166.110	B	2	-	SCIMS
SSM 81798	328 457.762	6248 165.623	B	2	-	SCIMS

2 FEBRUARY 2016
COMBINED SCALE FACTOR 0.999957

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 13 & 62			
MARK	RL (AHD)	CLASS	ORDER
SSM 25092	15.630	LB	L2
PM 54256	23.620	LB	L2

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
1	55°26"	4.875	DH&W FD (DP 1206848)
	187°50'30"	16.8	DH&W FD (DP 1206848)
2	186°04'30"	3.555	DH&W FD (DP 1206848)
	197°33'40"	16.55	DH&W FD (DP 1206848)
3	197°28"	8.5	DH&W FD (DP 1213059)
4	155°39'40"	11.185	DH&W FD (DP 1213059)
5	302°08'15"	3.54	DH&W FD (DP 1206848)
	275°11'45"	17.535	DH&W FD (DP 1206848)
6	310°18"	16.855	DH&W FD (DP 1206848)
7	288°19'30"	17.315	DH&W FD (DP 1206848)
8	41°02'30"	7.45	CNR BK WALL FD (DP 774322)
9	9°23'30"	0.565	DH&W FD (DP 85975)
10	24°09'	0.545	DH&W FD (DP 1206848)
	16°08'30"	9.585	DH&W FD (DP 1206848)
11	114°52'	3.175	DH&W FD (DP 1206848)
	119°51'50"	13.585	DH&W FD (DP 1206848)
12	191°37'10"	0.78	DH&W FD (DP 747317)
13	188°43'40"	5.75	DH&W FD (DP 747317)
	173°01'10"	0.74	DH&W FD (DP 747317)
14	165°26'	0.575	DH&W FD (DP 437039)
15	283°20'	3.71	DH&W FD (DP 226469)
16	7°25'10"	1.52	DH&W FD (DP 215127)

SCHEDULE OF AREAS

LEVEL	LOT 31	LOT 32	LOT 33	LOT 34	TOTAL
BASEMENT 2 & BELOW	9619m²	-	-	-	9619m²
BASEMENT 1	8648m²	258m²	385.8m²	328.9m²	9619m²
GROUND FLOOR	8636m²	130.4m²	603.3m²	149.8m²	9619.5m²
LEVEL 1	8292m²	630.4m²	19.4m²	677.8m²	9619.6m²
LEVEL 2	8292m²	630.4m²	19.4m²	677.8m²	9619.6m²
LEVEL 3	8292m²	143.7m²	506.1m²	677.8m²	9619.6m²
LEVEL 4	8292m²	383.3m²	266.5m²	677.8m²	9619.6m²
LEVEL 5	8292m²	-	649.8m²	677.8m²	9619.6m²
LEVEL 6	8292m²	-	649.8m²	677.8m²	9619.6m²
LEVEL 7 & ABOVE	8292m²	-	649.8m²	677.8m²	9619.6m²
TOTAL AREA	8514.7m²	2176.2m²	3648.2m²	5223.8m²	99164.7m²

SCHEDULE OF SHORT LINES & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°33'30"	6.205	6.275	12.08
2	326°31'25"	7.595	7.67	15.605
3	338°32'15"	5.205	5.485	4.92
4	330°53'55"	3.61		
5	250°15	5.235		

(M) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS IN THE CROWN GRANT.

(R) RESERVATIONS & CONDITIONS IN THE CROWN GRANT

LOTS 31-34 INCLUSIVE ARE STRATUM LOTS LIMITED IN HEIGHT AND DEPTH BY REGULAR AND INCLINED PLANES ON AUSTRALIAN HEIGHT DATUM (A.H.D.)

LIGHT

LONGPORT STREET

BROWN STREET

WILLIAM STREET

CANTERBURY ROAD

HUDSON STREET

MCGILL STREET

OLD PAIL CORRIDOR

LOTS 31-34
9619m²
MULTI STOREY APARTMENT BUILDINGS
(2 LEVEL BASEMENT UNDER)

LOT 35
LOT 30
2801m²
LOT 35
836.2m²

DP 1172726
DP 215127
DP 977044
DP 226469
DP 917917
DP 385075
DP 1187084
DP 509242
DP 533963
DP 229252
DP 747317

SEE DIAGRAM 1
SEE DIAGRAM 2
SEE DIAGRAM 3
SHEET 2

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 3-27 FOR NEW EASEMENTS
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON HAIG Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality: LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 500	Registered 18.7.2016	DP1210614 P

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

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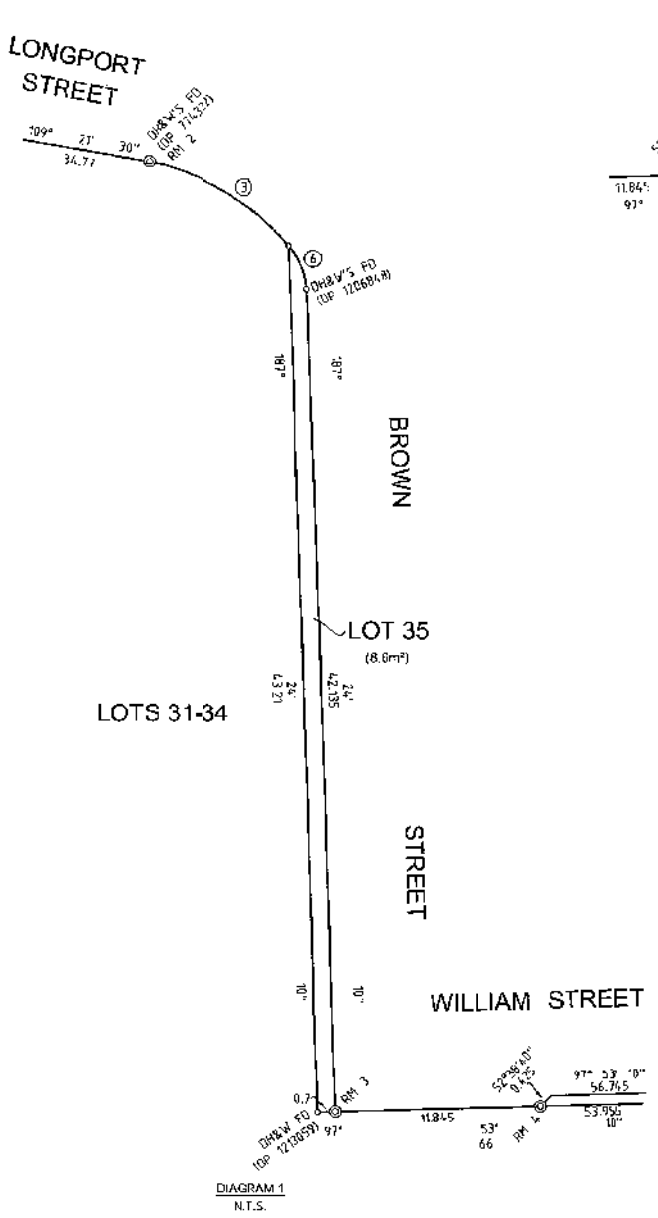


DIAGRAM 1
N.T.S.

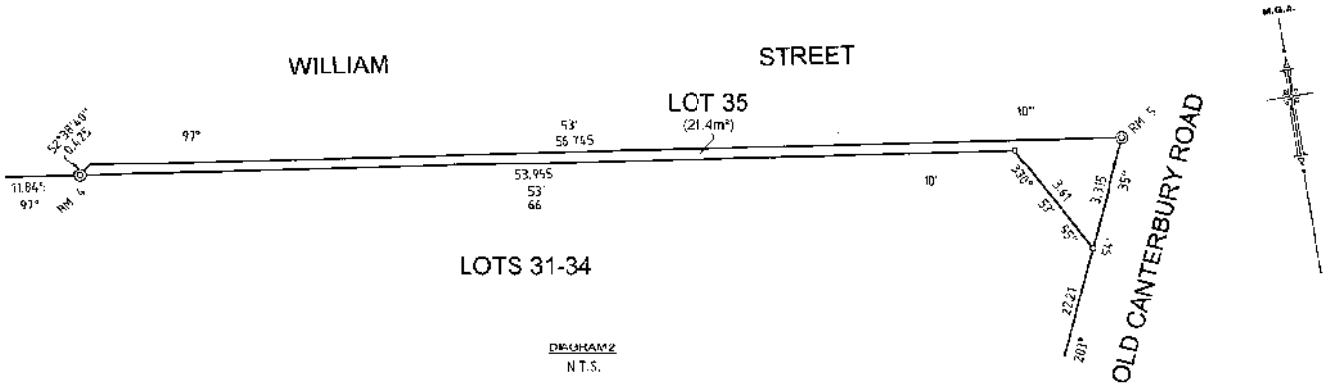


DIAGRAM 2
N.T.S.

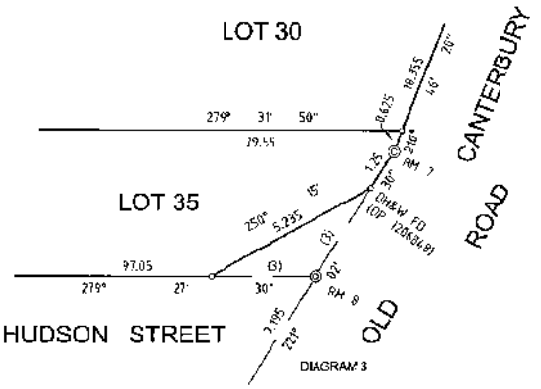


DIAGRAM 3

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
3	138°32'5"	5.205	5.485	4.92
6	76°50'55"	1.09	1.095	4.92

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	MARK
2	136°04'30"	3.555	DH&W FD (DP 1206848)
	197°33'40"	16.65	DH&W FD (DP 1206843)
3	197°28'	8.5	DH&W FD (DP 1213059)
4	165°39'40"	11.185	DH&W FD (DP 1213059)
5	302°08'15"	3.64	DH&W FD (DP 1206848)
	275°11'45"	17.555	DH&W FD (DP 1206840)
7	288°29'30"	17.315	DH&W FD (DP 1206843)
8	41°62'30"	7.45	CNR BK WALL FD (DP 774322)

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RANC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-4367DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: NARRICKVILLE INNER WEST Locality: LEWISHAM Subdivision No 201600004 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

1C | 20 | 30 | 40 | 50 | 80 | Table of mm | 90 | 100 | 110 | 120 | 130 | 240

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LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

BASEMENT LEVEL 2

SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.205	6.275	12.08
2	326°31'25"	7.595	7.67	15.605
3	138°32'15"	5.205	5.485	4.92
7	97°45'15"	1.63		
8	97°45'15"	2.165		
9	7°24'15"	2.73		
10	163°33'10"	0.56		
17	277°25'45"	3.13		
18	97°15'10"	3.195		

NOTES.

IFW - DENOTES INSIDE FACE OF CONCRETE WALL

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(G1) EASEMENT TO DRAIN WATER VARIABLE WIDTH
LIMITED IN HEIGHT TO RLS SHOWN (RL) & UNLIMITED IN DEPTH
(R) EASEMENT FOR ACCESS AND USE OF THE STORMWATER PUMP OUT PITS 4.3 WIDE
LIMITED IN HEIGHT TO RLS SHOWN (RL) & UNLIMITED IN DEPTH

LONGPORT STREET

BROWN STREET

WILLIAM STREET

CANTERBURY ROAD

OLD

HUDSON STREET

PT 35

PT 31
(9619m²)

30

DP 1172726

DP 1167084

DP 509242

SEE SHEET 30 FOR STRATUM STATEMENTS
& EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON RAIC Date of Survey: 02/07/2016 Surveyor's Reference: 4° 625-42572DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~HARRISONVILLE~~ INNER WEST Locality: LEWISHAM Subdivison No: 201600004 Lengths are in metres. Reduction Ratio 1: 400	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

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BASEMENT LEVEL 1

SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.205	6.275	12.08
2	326°31'25"	7.595	7.67	15.665
3	138°32'15"	5.205	5.485	4.92
7	97°45'25"	1.63		
8	97°45'15"	2.165		
9	7°24'15"	2.73		
10	163°33'12"	0.96		
44	277°24'45"	0.35		
45	7°27'20"	6.345		
46	97°27'20"	4		
47	188°07'20"	2.675		
48	97°20'45"	4.5		
49	97°20'45"	1.845		
50	187°25'05"	3.66		
51	187°20'45"	3.67		

NOTES:

IFW - DENOTES INSIDE FACE OF CONCRETE WALL

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(G1) EASEMENT TO DRAIN WATER VARIABLE WIDTH
LIMITED IN HEIGHT TO RLS SHOWN (RL) & UNLIMITED IN DEPTH
(K) EASEMENT FOR MAINTENANCE AND ACCESS TO STORMWATER PITS 2 & 16 WIDE
(S) EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH
LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL12.
(AA) EASEMENT FOR ACCESS AND USE OF THE POST BOX ROOM VARIABLE WIDTH
LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL10.7

LONGPORT STREET

BROWN STREET

WILLIAM STREET

OLD CANTERBURY ROAD

HUDSON STREET

PT 35

PT 31
(8648m²)
L20

PT 31
L20

30

DP 1172726

DP 1197694

DP 509242

SEE DIAGRAM 5 SHEET 5

SEE DIAGRAM 8 SHEET 5

SEE DIAGRAM 7 SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE DIAGRAM 4

DIAGRAM 4
(1:100)

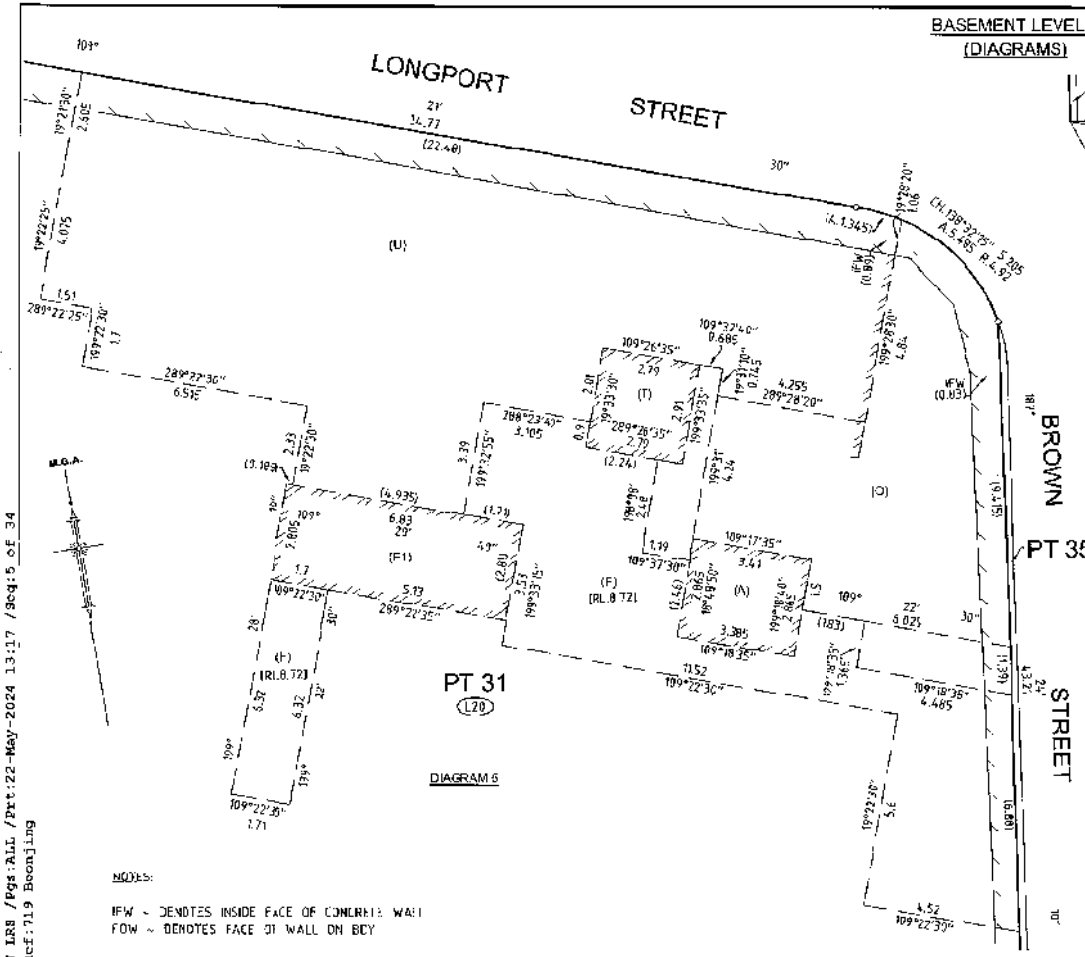
SEE SHEET 30 FOR STRATUM STATEMENTS
& EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

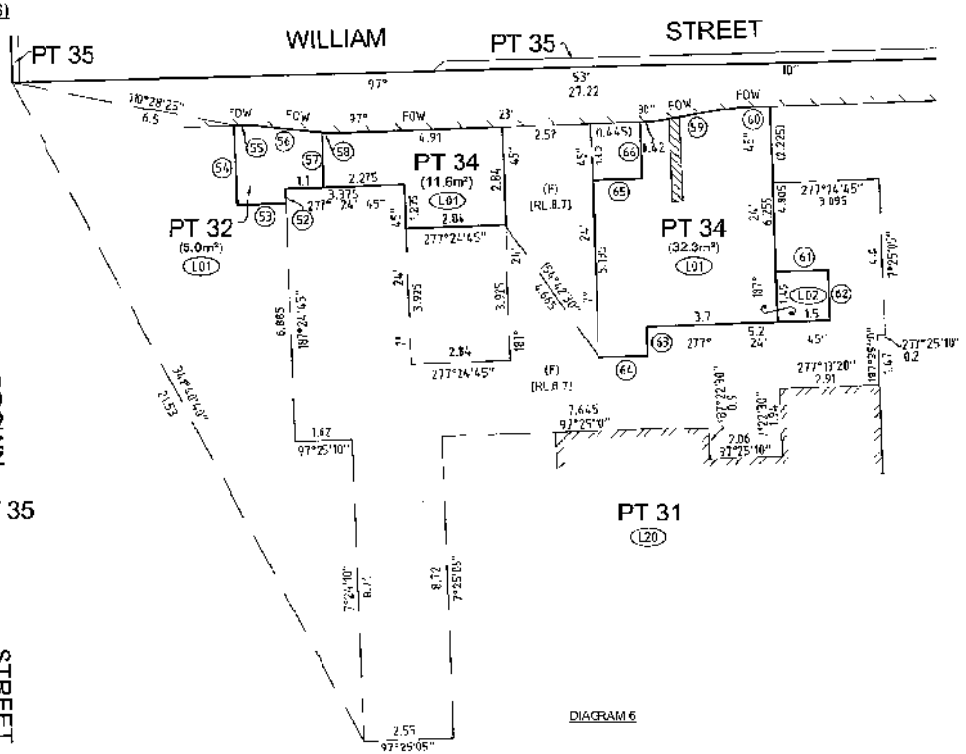
Surveyor: JASON RA C Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42572DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality: LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 400	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

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BASEMENT LEVEL 1
(DIAGRAMS)





NOTES:

IFW - DENOTES INSIDE FACE OF CONCRETE WALL
FOW - DENOTES FACE OF WALL ON BDY

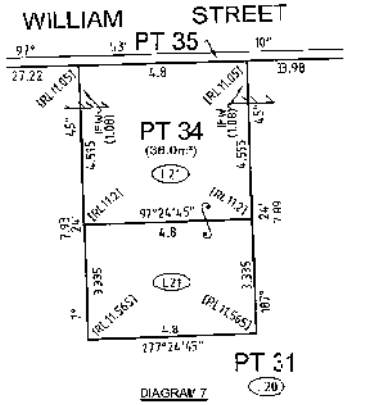
- DENOTES FACE OF COLUMN ON BDY

- DENOTES FACE OF WALL ON EASEMENT

(A) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.72 & LIMITED IN HEIGHT TO RL.12.0
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN [RL] & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(F1) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.72 & LIMITED IN HEIGHT TO RL15.2
(O) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.1 & LIMITED IN HEIGHT TO RL.12.0
(S) EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.72 & LIMITED IN HEIGHT TO RL.12.1
(T) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN IN DEPTH TO RL8.72 & LIMITED IN HEIGHT TO RL.15.2
(U) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN DEPTH TO RL8.72 & LIMITED IN HEIGHT TO RL.12.1

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
52	187°24'45"	0.445
53	277°24'45"	1.395
54	7°24'45"	2.32
55	97°41'35"	0.431
56	105°11'10"	2.08
57	187°24'45"	1.59
58	105°11'10"	0.205
59	69°3'	3.29
60	97°27'20"	0.935
61	97°25'20"	1.495
62	187°24'45"	1.46
63	187°24'45"	0.85
64	277°24'45"	1.445
65	97°24'45"	1.445
66	7°24'45"	1.63



SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 11625-426/2DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE — INNER WEST Locality : LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1 : 100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

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(A1) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL.1[illegible]

(B) EASEMENT FOR ACCESS AND USE OF THE HYDRANT AND SPRINKLER PUMP ROOMS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL.12.9

(F) EASEMENT FOR ACCESS AND USE OF THE MDF AND COMMS ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL.13

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN [RL [illegible] AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

(F2) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL.28.9

(H) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN DEPTH TO RL 8.7 & LIMITED IN HEIGHT TO RL.31.05

(K) EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL SWITCH ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO TO RL.12.9

(O1) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL 8.7 & LIMITED IN HEIGHT TO RL.13

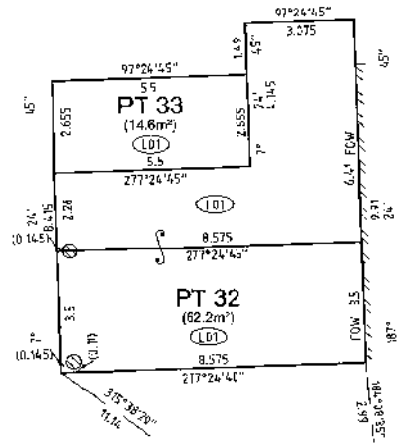
NOTES:

IFW - DENOTES INSIDE FACE OF CONCRETE WALL

FOW - DENOTES FACE OF WALL ON BDY

- DENOTES CENTRELINE OF COLUMN IS BDY
- DENOTES CENTRELINE OF WALL IS BDY
- DENOTES CENTRELINE OF COLUMN IS BDY
- DENOTES FACE OF WALL ON EASEMENT BDY
- DENOTES CENTRELINE OF WALL IS EASEMENT BDY

BASEMENT LEVEL 1 (DIAGRAMS)



CONTINUED

SHEET 7

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42872DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality : LEWISHAM Subdivision No. 20160009 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:6 of 34
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Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:7 of 34
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 7 of 30 sheet(s)

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

NOTES:

IFW ~ DENOTES INSIDE FACE OF CONCRETE WALL
FOW ~ DENOTES FACE OF WALL ON BOY
IP ~ DENOTES TANGENT POINT OF COLUMN ON BOY

~ DENOTES CENTRELINE OF COLUMN AS BOY

~ DENOTES CENTRELINE OF WALL AS BOY

~ DENOTES CENTRELINE OF COLUMN AS BOY UNLESS SHOWN OTHERWISE)

(A4) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN DEPTH TO RL 8.7 & LIMITED IN HEIGHT TO R...2.75

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN ON & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

(F3) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL 8.7 & LIMITED IN HEIGHT TO RL 34.75

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH

(G1) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN HEIGHT TO RLS SHOWN ON & UNLIMITED IN DEPTH

(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN DEPTH TO RL 8.7 & LIMITED IN HEIGHT TO RL 33.95

(K) EASEMENT FOR MAINTENANCE AND ACCESS TO STORMWATER PITS 2 & 16 WIDE

(J1) EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL 33

(O) EASEMENT FOR ACCESS AND USE OF CAR WASHING BAY 3.65 WIDE LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL11.95

CONTINUED

BASEMENT LEVEL 1 (DIAGRAMS)

SHEET 6

PT 32 (L03) 9.375 — PT 32 (L01) (92.3dm²) — PT 31 (L20) — PT 32 (L09) (107.8m²) — PT 33 (369.5m²) (L08) — PT 32 (20.7m²) (L08) — PT 31 (L20) — PT 34 (L03) — PT 34 (L04) — PT 34 (L05) — PT 34 (L06) — PT 31 (L20) — PT 34 (218m²) (L06)

OLD CANTERBURY ROAD

Surveyor: JASON RAIC	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST	Registered
Date of Survey: 02/02/2016		Locality: LEWISHAM	18.7.2016
Surveyor's Reference: 41225-42872SP		Subdivision No: 20160606004	
		Lengths are in metres. Reduction Ratio 1: 100	

DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 8 of 30 sheet(s)

GROUND FLOOR

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.205	6.275	12.08
2	326°31'25"	7.595	7.67	15.605
3	134°32'15"	5.205	5.485	6.92

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(K) EASEMENT FOR MAINTENANCE AND ACCESS TO STORMWATER PITS 2 & 16 WIDE
(V) EASEMENT FOR ACCESS AND USE OF THE MANAGERS FACILITY 3.2 WIDE LIMITED IN DEPTH TO RL12.05 & LIMITED IN HEIGHT TO RL15.8
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

LONGPORT STREET

BROWN STREET

WILLIAM STREET

CANTERBURY ROAD

OLD

HUDSON STREET

PT 31 (8836m²) L20

PT 35

PT 31 (23)

30

DP 1172726

DP 1187084

DP 509242

SEE DIAGRAM 12 SHEET 10

SEE DIAGRAM 11 SHEET 9

SEE DIAGRAM 13 SHEET 11

SEE DIAGRAM 10 SHEET 9

SEE DIAGRAM 14 SHEET 11

SEE SHEET 12

SEE SHEET 13

SEE DIAGRAM 9 SHEET 9

SEE DIAGRAM 8

DIAGRAM 8 (1:100)

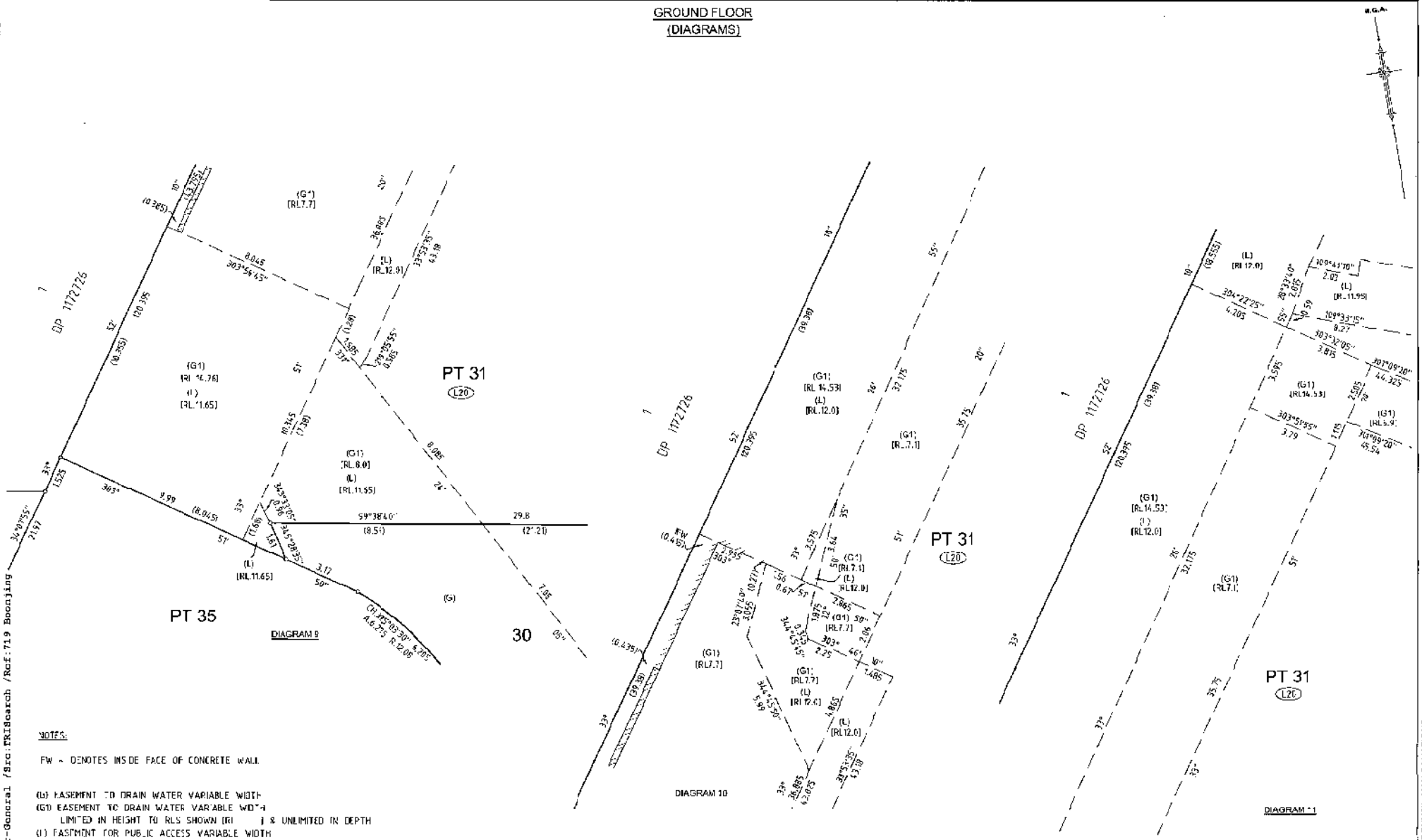
SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625 42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality : LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 400	Registered 18.7.2016	DP1210614

LEA AMENDED IMAGE DUE TO COUNCIL AMALGAMATIONS

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GROUND FLOOR (DIAGRAMS)



NOTES:

FW - DENOTES INSIDE FACE OF CONCRETE WALL

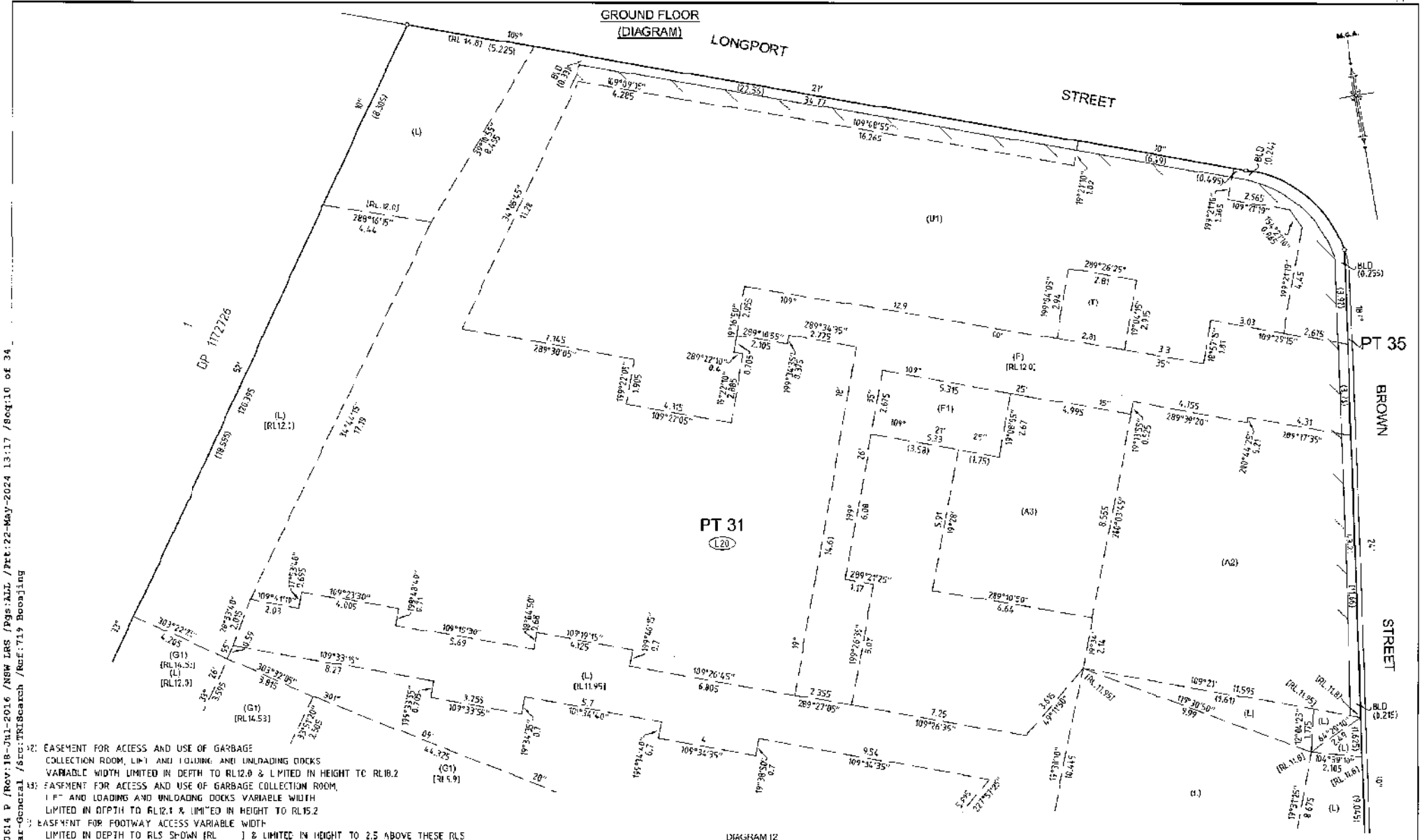
(b) EASEMENT TO DRAIN WATER VARIABLE WIDTH
(G1) EASEMENT TO DRAIN WATER VARIABLE WIDTH
LIMITED IN HEIGHT TO RLS SHOWN [RL] & UNLIMITED IN DEPTH
(I) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
LIMITED DEPTH TO RLS SHOWN [RL] & LIMITED IN HEIGHT TO 3 ABOVE THESE RLS

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality: LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1:100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

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E2) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN DEPTH TO RL12.0 & LIMITED IN HEIGHT TO RL18.2

E3) EASEMENT FOR ACCESS AND USE OF GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN DEPTH TO RL12.1 & LIMITED IN HEIGHT TO RL15.2

E9) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

E10) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.72 & LIMITED IN HEIGHT TO RL15.2

E11) EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN HEIGHT TO RLS SHOWN (RL) & UNLIMITED IN DEPTH

E12) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 3 ABOVE THESE RLS

E13) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN DEPTH TO RL8.72 & LIMITED IN HEIGHT TO RL15.2

E14) EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN DEPTH TO RL12.1 & LIMITED IN HEIGHT TO RL15.2

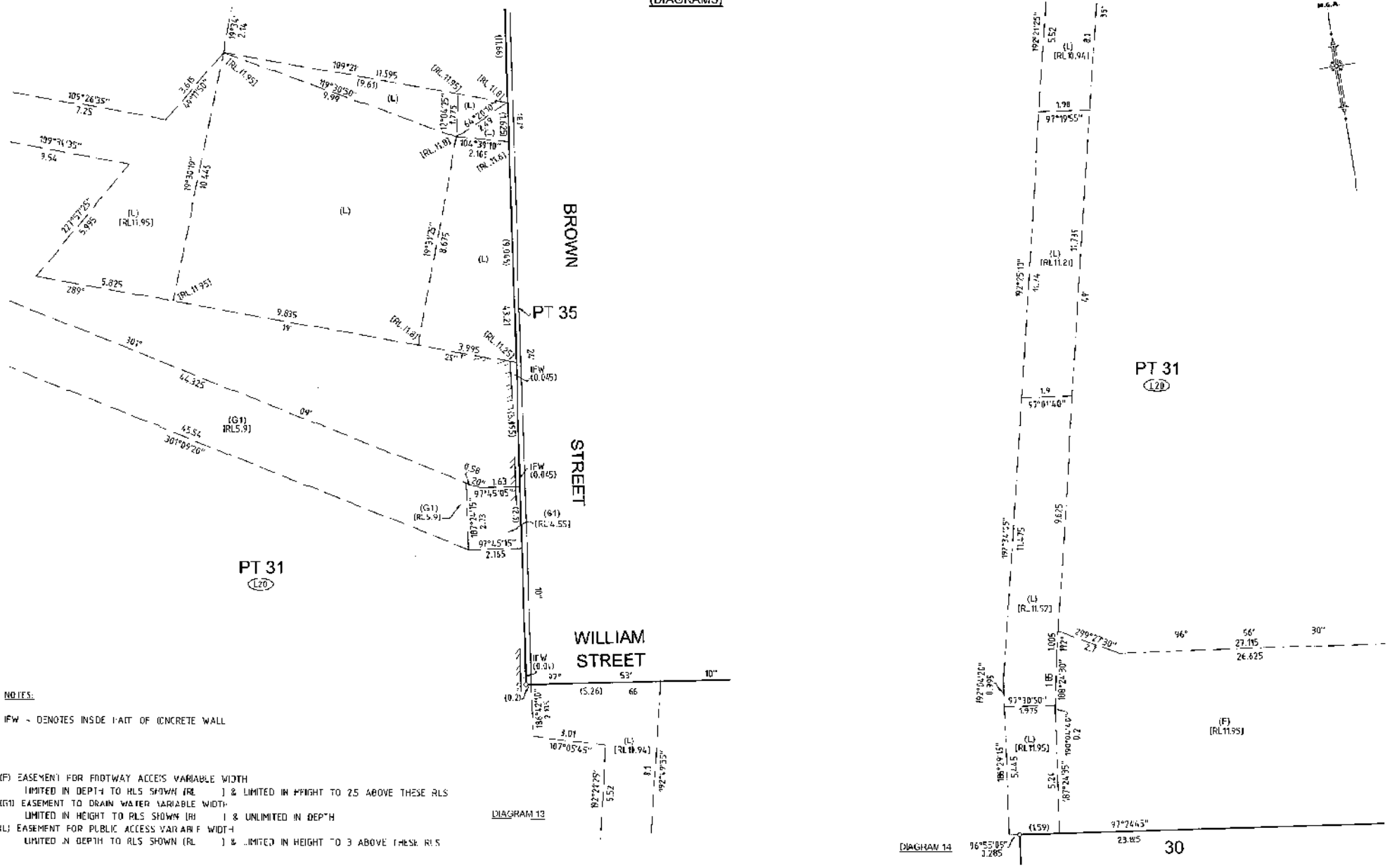
SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE- INNER WEST Locality : NEWTOWN Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

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LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

GROUND FLOOR (DIAGRAMS)



NOTES:

IFW - DENOTES INSIDE FACE OF CONCRETE WALL

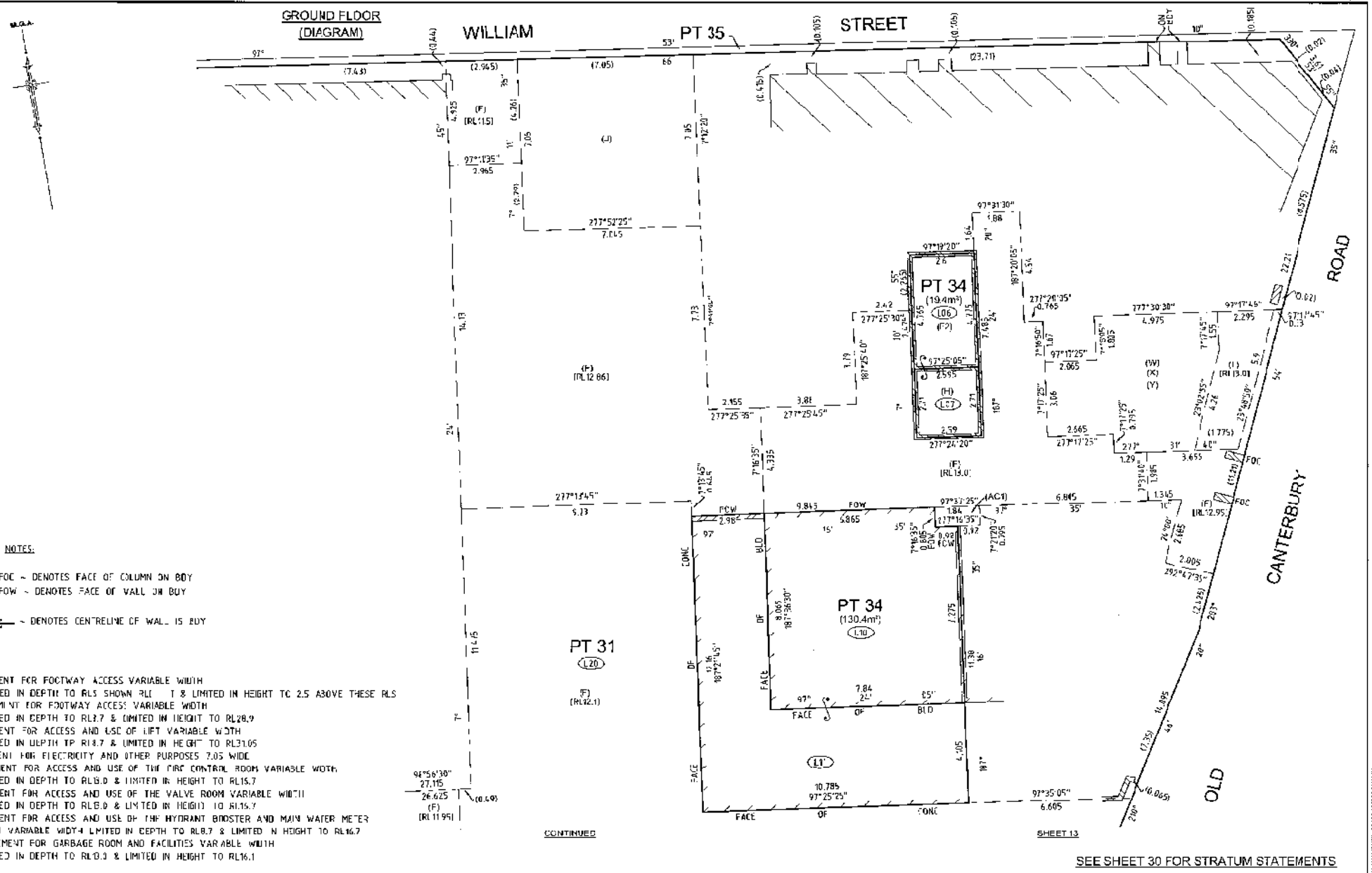
(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(G1) EASEMENT TO DRAIN WATER VARIABLE WIDTH
LIMITED IN HEIGHT TO RLS SHOWN (RL) & UNLIMITED IN DEPTH
(L) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 3 ABOVE THESE RLS

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42612DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No 201600004 Lengths are in metres. Reduction Ratio 1:100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

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1) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN RL T & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
2) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL28.9
3) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL31.05
4) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.05 WIDE
5) EASEMENT FOR ACCESS AND USE OF THE FIRE CONTROL ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.0 & LIMITED IN HEIGHT TO RL15.7
6) EASEMENT FOR ACCESS AND USE OF THE VALVE ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.0 & LIMITED IN HEIGHT TO RL15.7
7) EASEMENT FOR ACCESS AND USE OF THE HYDRANT BOOSTER AND MAIN WATER METER ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL16.7
8) 10) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN DEPTH TO RL8.0 & LIMITED IN HEIGHT TO RL16.1

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 21625-428'2DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality: LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

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LGA AMENDED IN LIEU TO COUNCIL AMALGAMATIONS

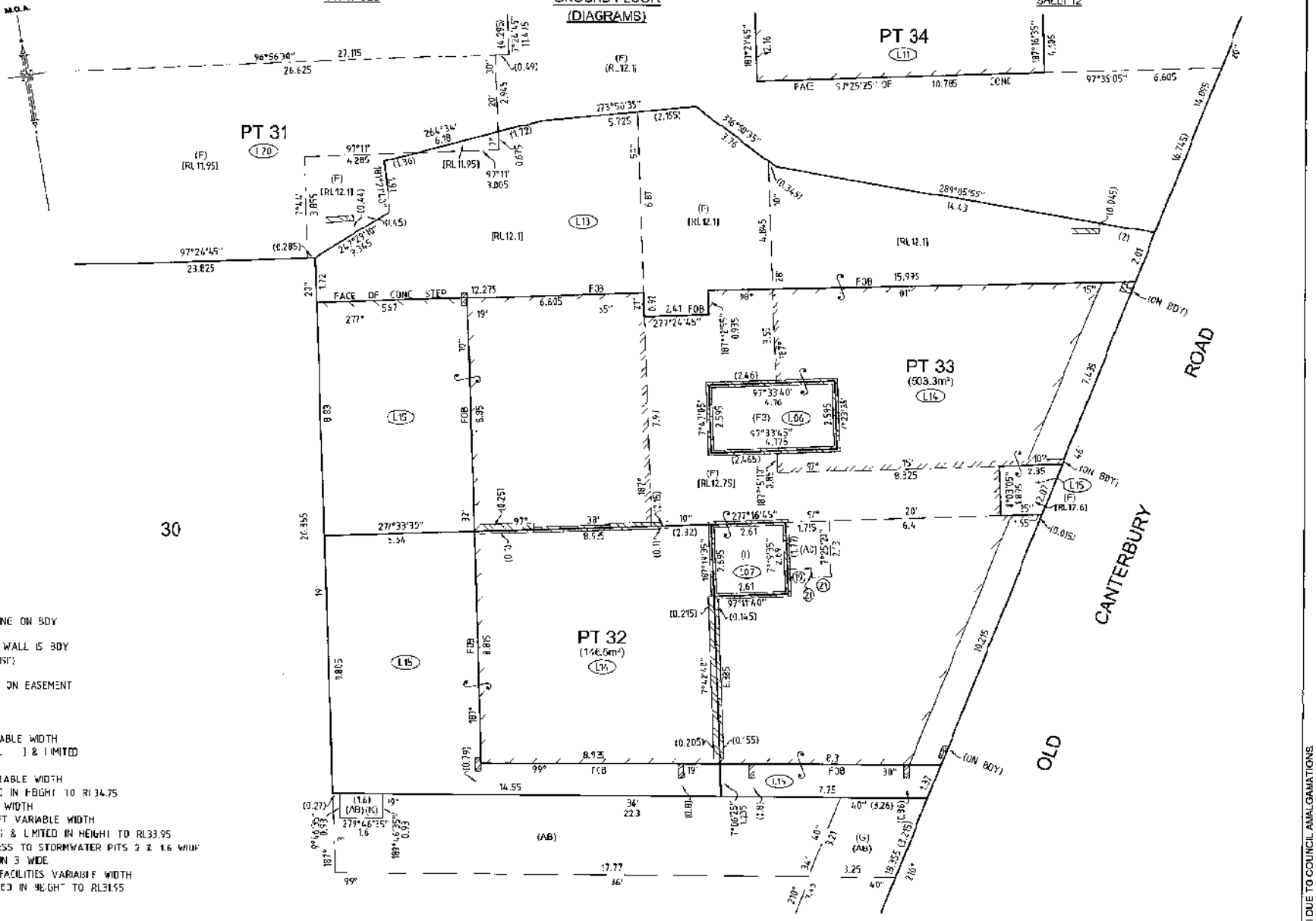
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GROUND FLOOR (DIAGRAMS)

SHEET 12

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
19	37°18'55"	1.04
20	187°19'	0.375
21	97°18'55"	0.78



NOTES:

FOB ~ DENOTES FACE OF BUILDING ON BDY

~ DENOTES CENTRELINE OF WALL IS BDY (UNLESS SHOWN OTHERWISE)

~ DENOTES FALL OF WALL ON EASEMENT

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN [RL] & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

(F3) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL34.75

(G) EASEMENT TO DRAIN WATER VARIABLE WIDTH

(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN LIMITED IN DEPTH TO RL7.1 & LIMITED IN HEIGHT TO RL33.95

(K) EASEMENT FOR MAINTENANCE AND ACCESS TO STORMWATER PITS 2 & 1.6 WIDE

(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN DEPTH TO RL12.75 & LIMITED IN HEIGHT TO RL31.95

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41025-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1 : 100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

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LEVEL 1

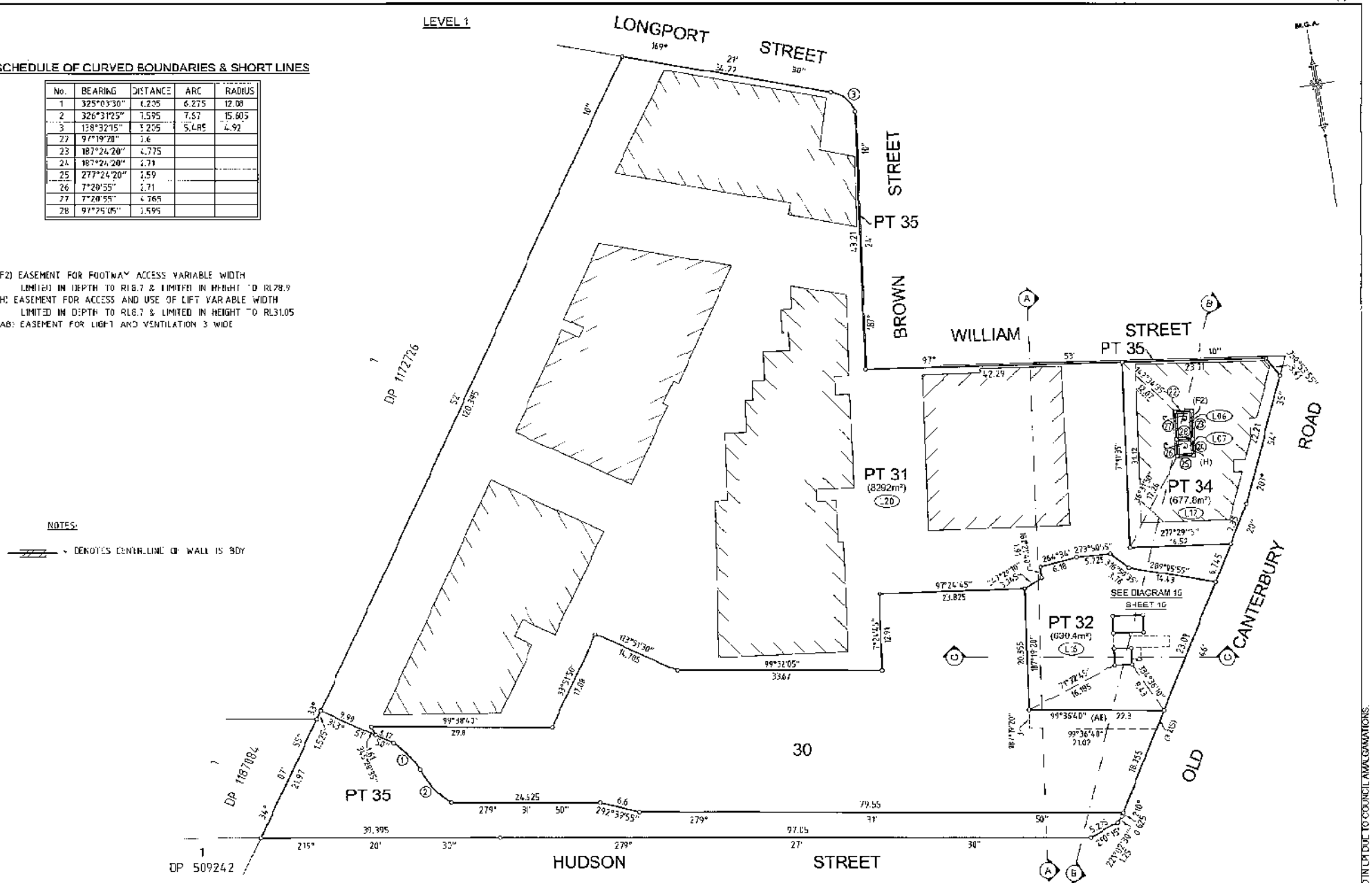
SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.235	6.275	12.08
2	326°31'25"	7.595	7.67	15.605
3	138°32'15"	5.205	5.285	4.92
22	97°19'20"	2.6		
23	187°24'20"	4.775		
24	187°24'20"	2.71		
25	277°24'20"	2.59		
26	7°20'55"	2.71		
27	7°20'55"	4.765		
28	97°25'05"	2.595		

(F2) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL29.9
(H) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL31.05
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

NOTES:

DENOTES CENTRELINE OF WALL IS BDY



SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON RAU Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42612DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No. 2016000004 Lengths are in metres Reduction Ratio 1 : 400	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

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LEVEL 1
(DIAGRAM)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN [RL] & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(F3) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RL6.7 & LIMITED IN HEIGHT TO RL34.75
(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH
LIMITED IN DEPTH TO RL7.1 & LIMITED IN HEIGHT TO RL33.95
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH
LIMITED IN DEPTH TO RL10.75 & LIMITED IN HEIGHT TO RL31.95

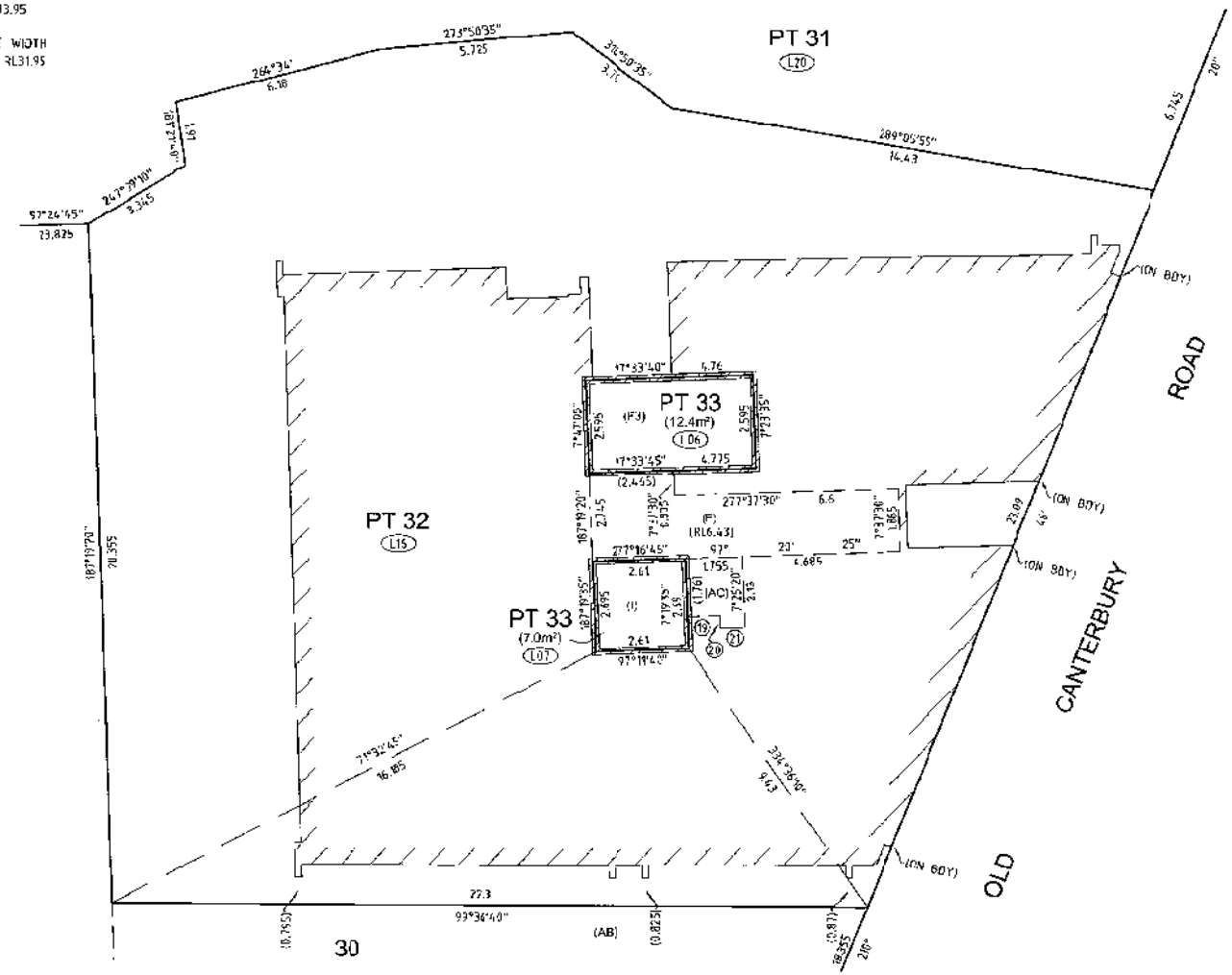


DIAGRAM 15

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
19	97°18'55"	104
20	187°19'	0.375
21	97°18'55"	0.71

NOTES

~ DENOTES CENTRELINE OF WALL IS BDY

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAE Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ – INNER WEST Locality: LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

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LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

LEVEL 2

SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.205	6.275	12.08
2	325°31'45"	7.595	7.67	15.605
3	138°32'15"	1.205	5.485	4.92
22	97°19'20"	1.6		
23	187°24'20"	1.775		
24	187°24'20"	1.71		
25	277°24'20"	1.59		
26	7°20'55"	1.71		
27	7°20'55"	1.765		
28	97°25'05"	1.595		

(F2) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.1 & LIMITED IN HEIGHT TO RL28.9
(H) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN DEPTH TO RL8.1 & LIMITED IN HEIGHT TO RL31.05
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

NOTES:

~~~~ ~ DENOTES CENTRELINE OF WALL IS BDY

LONGPORT STREET
BROWN STREET
WILLIAM STREET
CANTERBURY ROAD
OLD HUDSON ROAD
HUDSON STREET
PT 35
PT 31 (8292m²) (L7)
PT 34 (677.8m²) (L12)
PT 32 (630.4m²) (L16)
30
1 DP 1112726
1 DP 1187084
1 DP 509242
SEE DIAGRAM 16 SHEET 17

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON HAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42612DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ — INNER WEST Locality: LEWISHAM Subdivision No: 2016000004 Lengths are in metres. Reduction Ratio 1:400	Registered 187.2016	DP1210614

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IGA ANNEXED IN CLOSE TO COUNCIL AMALGAMATIONS.
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LEVEL 2
(DIAGRAM)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(F1) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL34.75 ABOVE THESE RLS
(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH
LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL33.95
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH
LIMITED IN DEPTH TO RL12.75 & LIMITED IN HEIGHT TO RL31.95

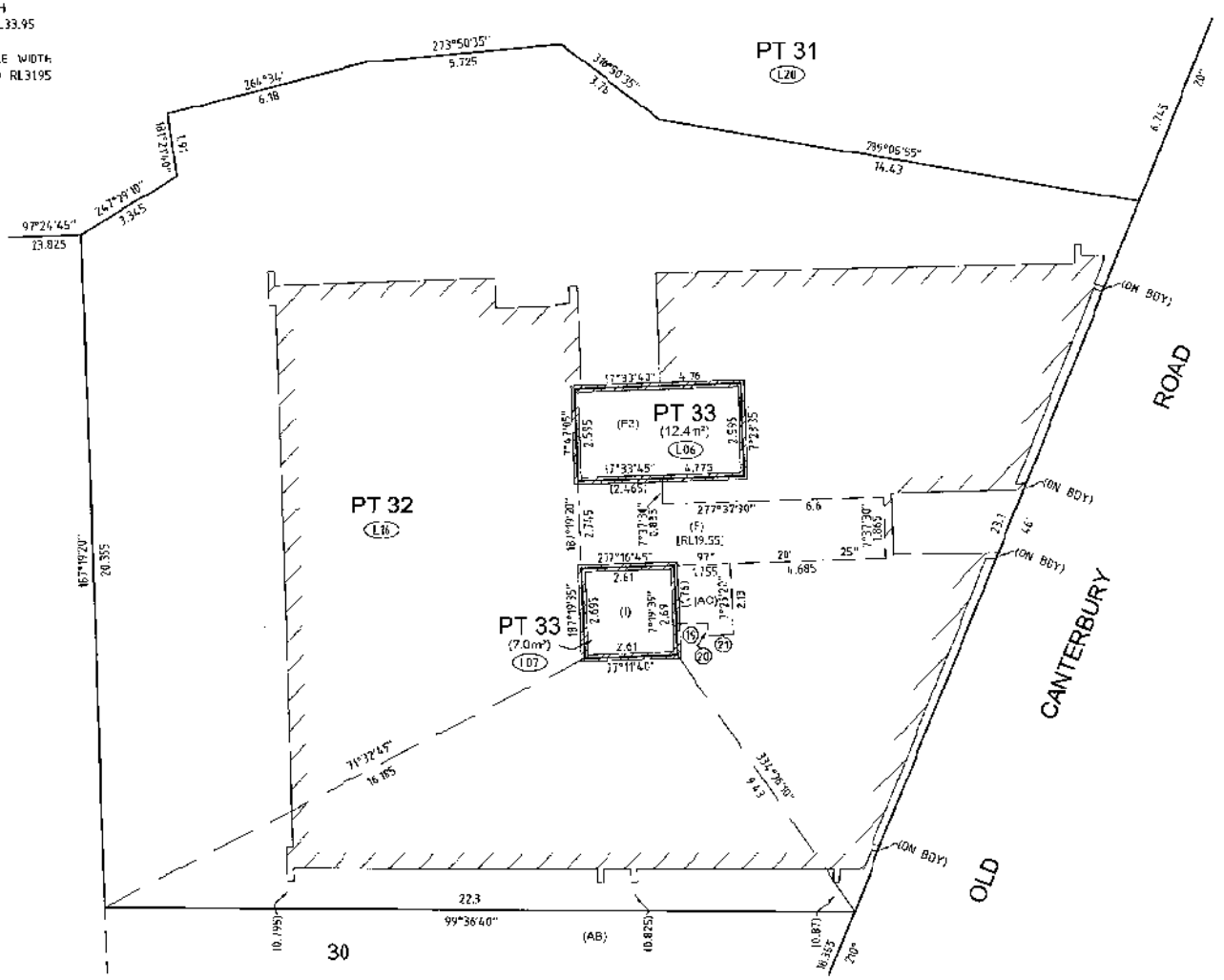


DIAGRAM 16

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
19	97°18'55"	1.14
20	187°19'	0.375
21	97°18'55"	0.71

NOTES:

~~~~ ~ DENOTES CENTRELINE OF WALL IS BDY

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/03/2016 Surveyor's Reference: 41625-42612DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality: LEWISHAM Subdivision No: 2016S00004 Lengths are in metres Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LIEU DUE TO COUNCIL AMALGAMATIONS.

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:17 of 34
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~~~~

LEVEL 3

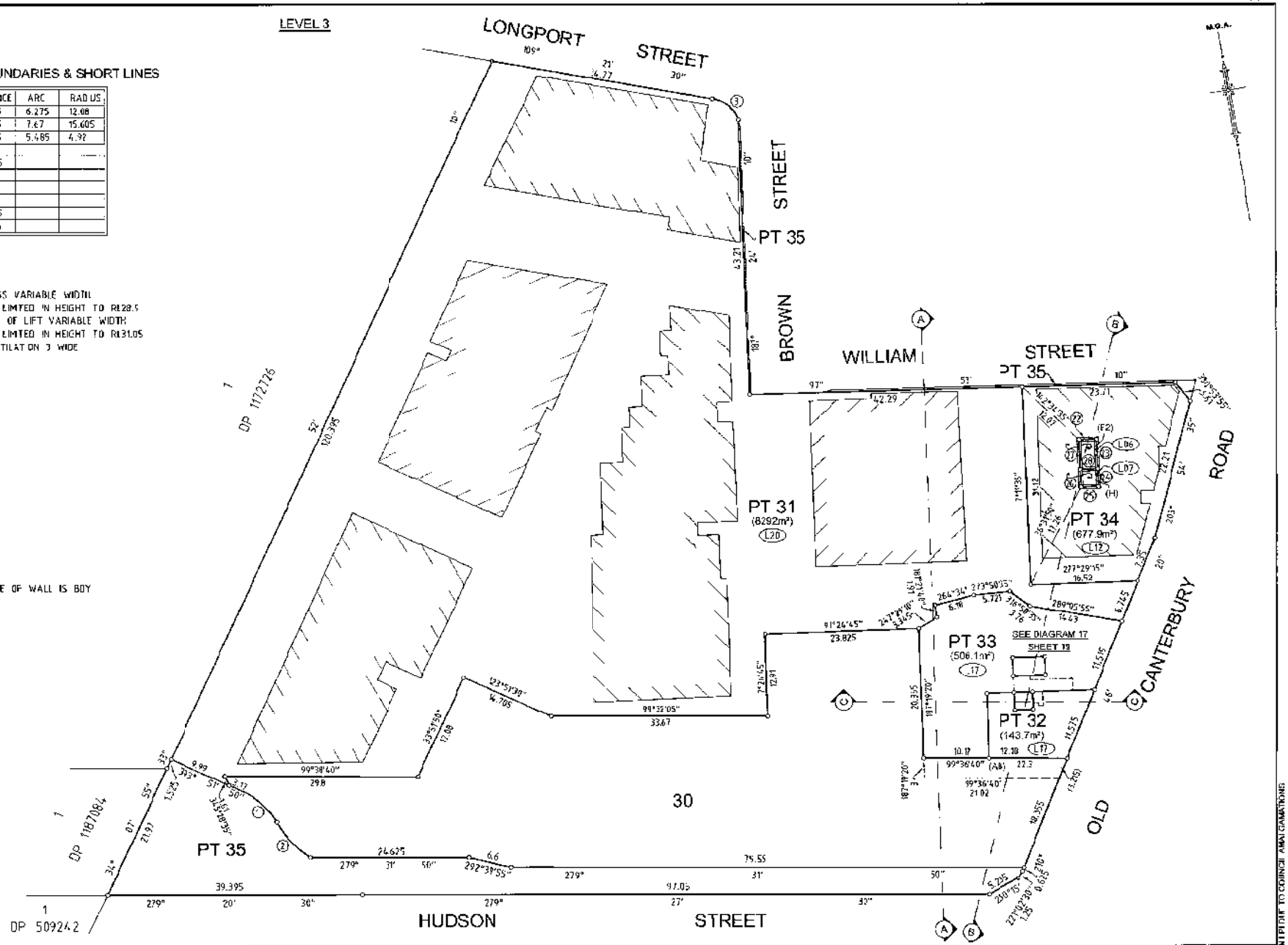
SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.265	6.275	12.08
2	326°31'25"	1.565	7.67	15.605
3	138°32'15"	5.265	5.485	4.92
22	97°19'20"	2.6		
23	187°24'20"	4.775		
24	187°24'20"	7.71		
25	277°24'20"	2.59		
26	7°20'55"	7.71		
27	7°20'55"	4.765		
28	97°25'05"	2.565		

(F2) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.1 & LIMITED IN HEIGHT TO RL28.5
(H) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN DEPTH TO RL8.1 & LIMITED IN HEIGHT TO RL31.05
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

NOTES:

~ DENOTES CENTRELINE OF WALL IS BOY



SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

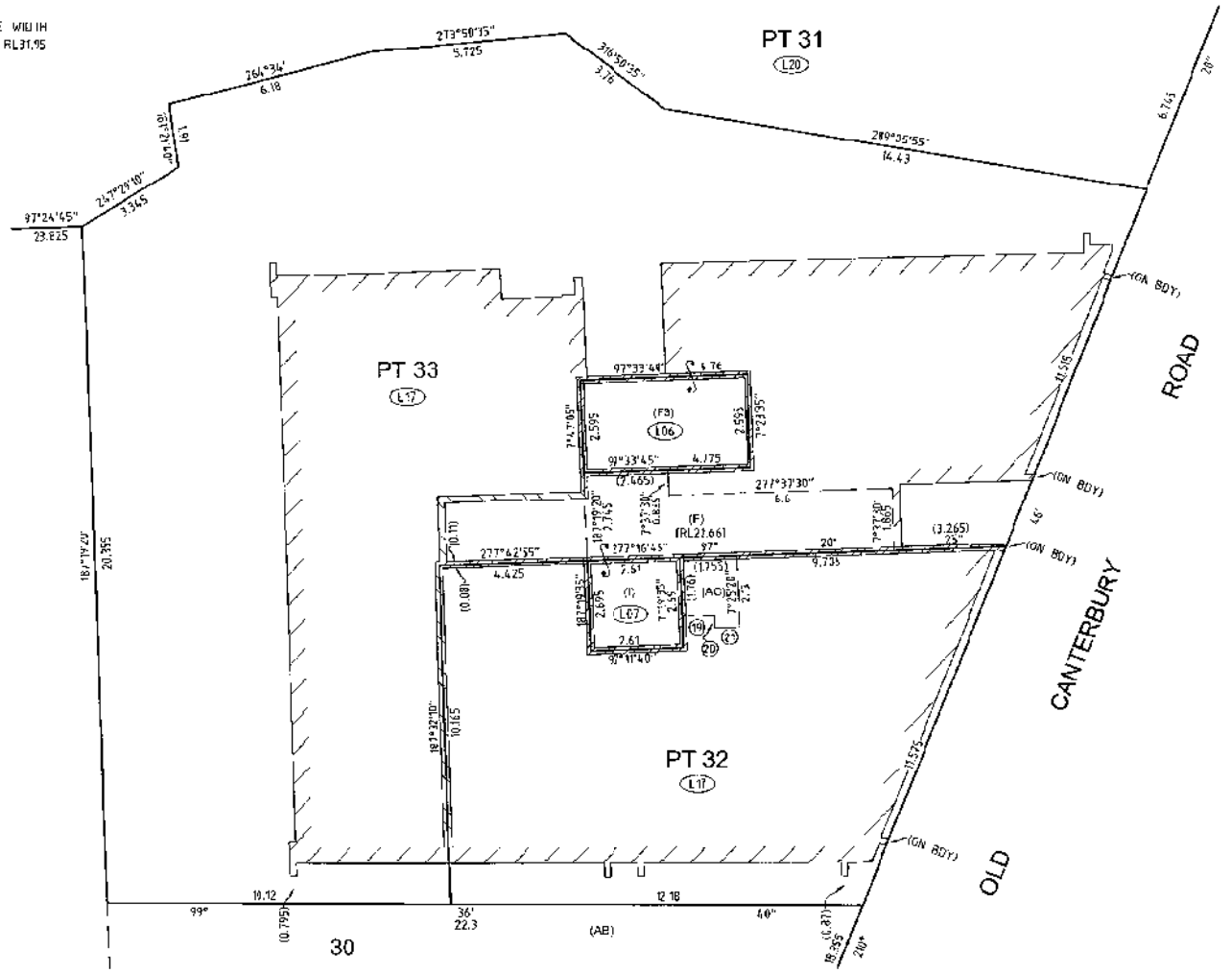
Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality : LEWISHAM Subdivision No: 2016000084 Lengths are in metres. Reduction Ratio 1:400	Registered 18.7.2016	DP1210614

LGA AMENDED IN PDF TO COUNCIL AMALGAMATIONS

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LEVEL 3
(DIAGRAM)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(F3) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO R.34.75
(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH
LIMITED IN DEPTH TO RL7.' & LIMITED IN HEIGHT TO RL33.95
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITES VARIABLE WIDTH
LIMITED IN DEPTH TO RL12.75 & LIMITED IN HEIGHT TO RL31.95



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
19	97°18'55"	1.04
20	187°19'	0.375
21	97°18'55"	0.71

NOTES:

~ DENOTES CENTRELINE OF WALL IS BDY UNLESS SHOWN OTHERWISE)

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42612DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No: ZD1600084 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:19 of 34
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LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.205	6.275	12.08
2	326°31'25"	7.595	7.67	15.695
3	136°32'15"	5.205	5.485	4.92
22	97°19'20"	2.6		
23	187°24'20"	4.775		
24	187°24'20"	2.71		
25	277°24'20"	2.59		
26	7°26'55"	2.71		
27	7°26'55"	4.765		
28	97°25'05"	2.595		
29	97°24'45"	1.45		
30	187°24'45"	1.77		
31	97°24'45"	2.31		
32	187°24'45"	7.225		
33	277°24'45"	3.725		
34	7°24'45"	1.495		

(C) EASEMENT FOR ACCESS AND USE OF THE COLD WATER PUMP ROOM VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN [RL] AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

(E) EASEMENT FOR ACCESS AND USE OF THE HOT WATER FACILITIES ROOM VARIABLE WIDTH LIMITED IN IN DEPTH TO RLS SHOWN [RL] AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

(F2) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO RL8.0 & LIMITED IN HEIGHT TO RL28.9

(H) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL31.05

(F) EASEMENT FOR ACCESS AND USE OF THE AIR CONDITIONING EQUIPMENT 0.8 WIDE & VARIABLE WIDTH LIMITED IN IN DEPTH TO RLS SHOWN [RL] AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

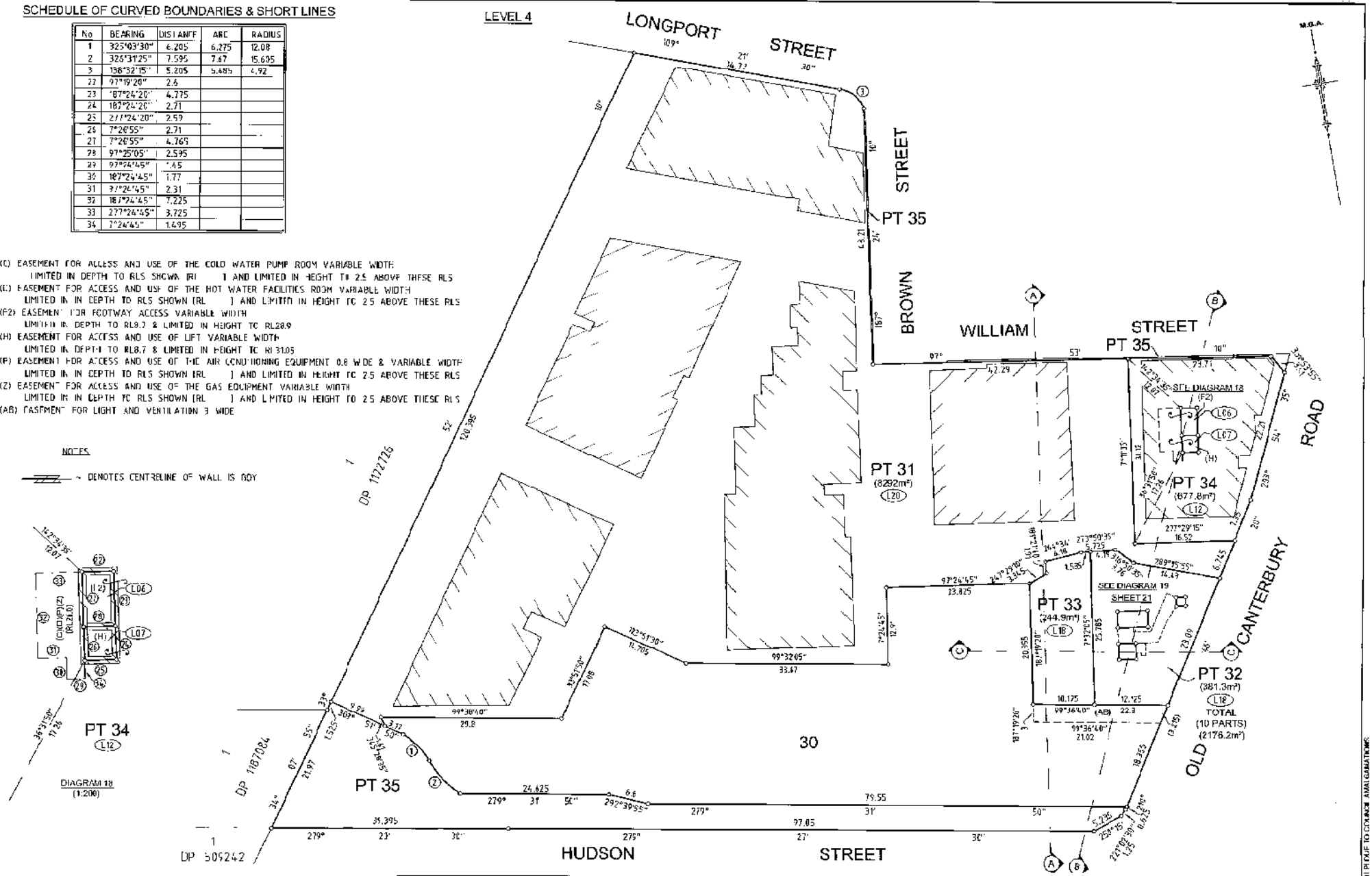
(Z) EASEMENT FOR ACCESS AND USE OF THE GAS EQUIPMENT VARIABLE WIDTH LIMITED IN IN DEPTH TO RLS SHOWN [RL] AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

NOTES

~ DENOTES CENTRELINE OF WALL IS BOY

LEVEL 4



SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

SEE SHEETS 27 - 29 FOR SECTIONS

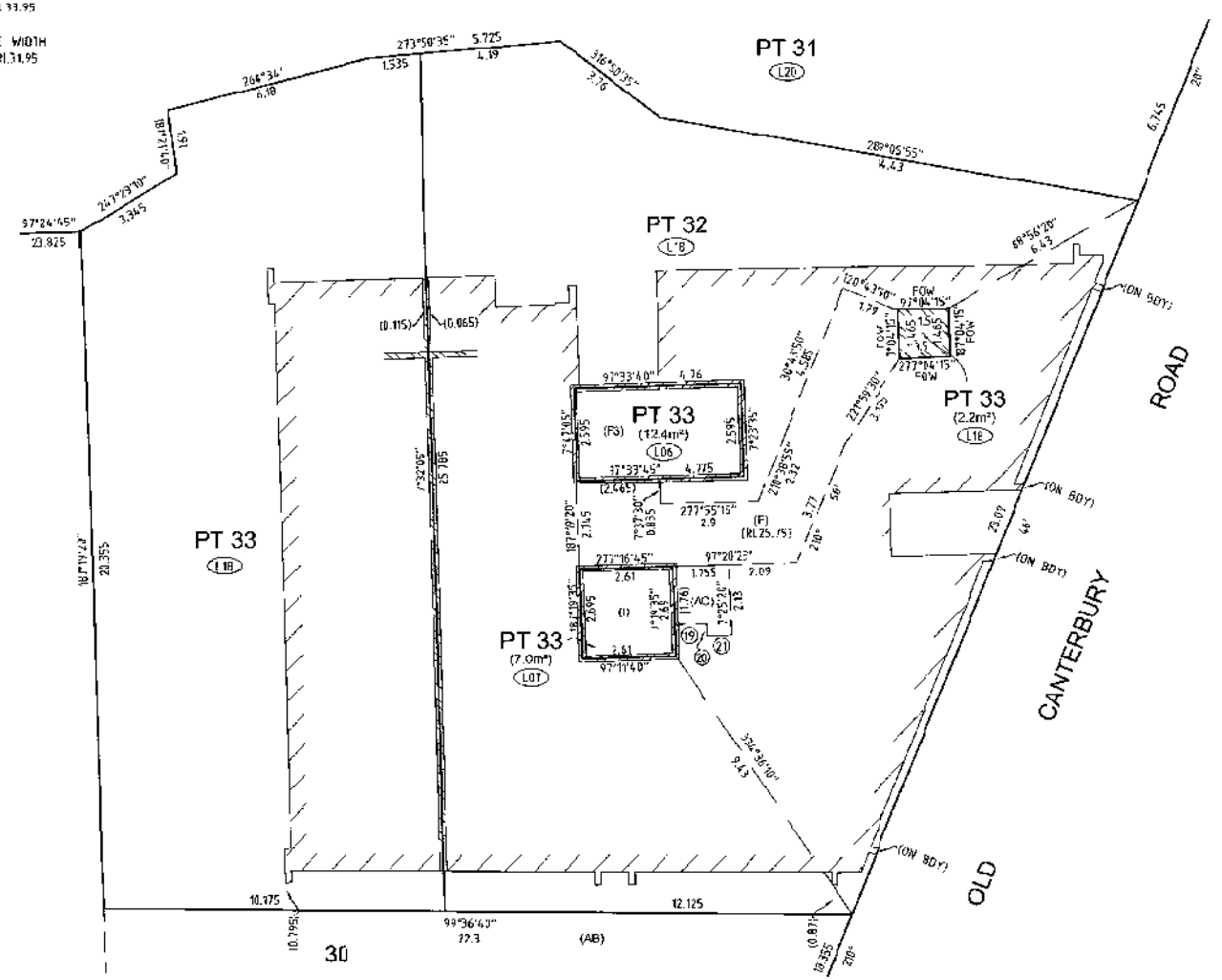
Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No: 2016000004 Lengths are in metres. Reduction Ratio 1 : 400	Registered 18.7.2016	DP1210614

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:20 of 34
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LGA AMENDED WHERE PLAN TO CONFORM AMALGAMATIONS

LEVEL 4
(DIAGRAM)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(F3) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RL87 & LIMITED IN HEIGHT TO RL94.75
(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH
LIMITED IN DEPTH TO RL 7.1 & LIMITED IN HEIGHT TO RL93.95
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH
LIMITED IN DEPTH TO RL11.75 & LIMITED IN HEIGHT TO RL31.95



SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
19	97°18'55"	1.94
20	187°19'	9.375
21	97°18'55"	3.71

NOTES

FOW - DENOTES FACE OF WALL ON BDY

—— - DENOTES CENTRELINE OF WALL IS BDY (UNLESS NOTED OTHERWISE)

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-4267DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality : LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LIEU TO COUNCIL AMALGAMATIONS

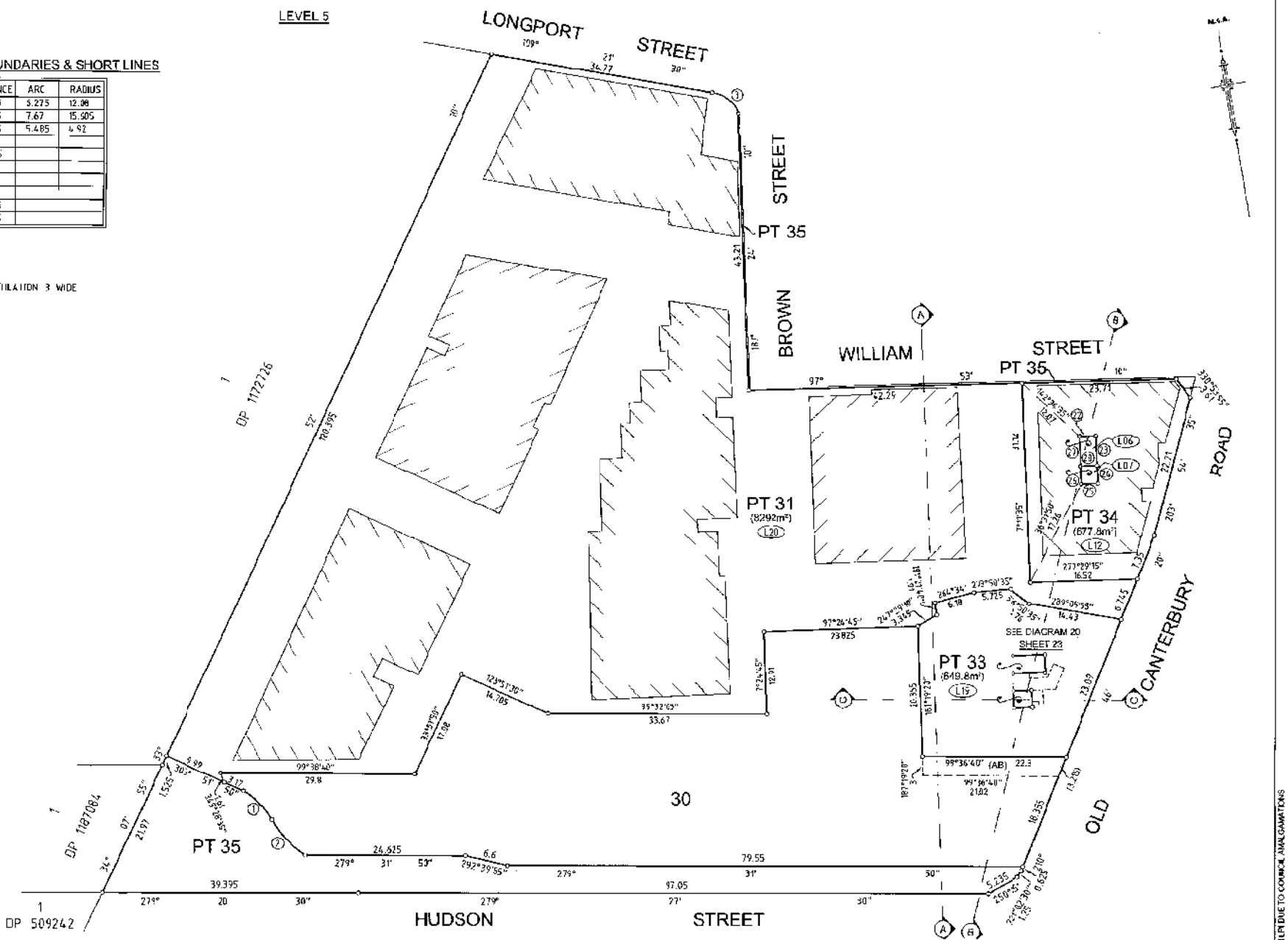
Req:R449915 /Doc:DP 1210614 P /Rcv:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:21 of 34
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LEVEL 5

SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'50"	5.205	5.275	12.08
2	126°37'25"	7.595	7.67	15.905
3	138°32'15"	5.205	5.485	4.92
22	97°19'20"	2.6		
23	187°24'20"	4.775		
24	187°24'20"	2.71		
25	277°24'20"	2.59		
26	7°20'55"	2.71		
27	7°20'55"	4.765		
28	97°25'05"	2.595		

(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE



SEE SHEET 30 FOR STRATUM STATEMENTS
& EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No: 2016000004 Lengths are in metres. Reduction Ratio 1 : 400	Registered 18.7.2016	DP1210614

LGA AMENDED IN ERROR DUE TO COUNCIL AMALGAMATIONS

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LEVEL 5
(DIAGRAM)

(F) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN [RL] AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(F3) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL34.75
(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH
LIMITED IN DEPTH TO RL7.1 & LIMITED IN HEIGHT TO RL33.95
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE
(AC) EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH
LIMITED IN DEPTH TO RL12.15 & LIMITED IN HEIGHT TO RL31.95

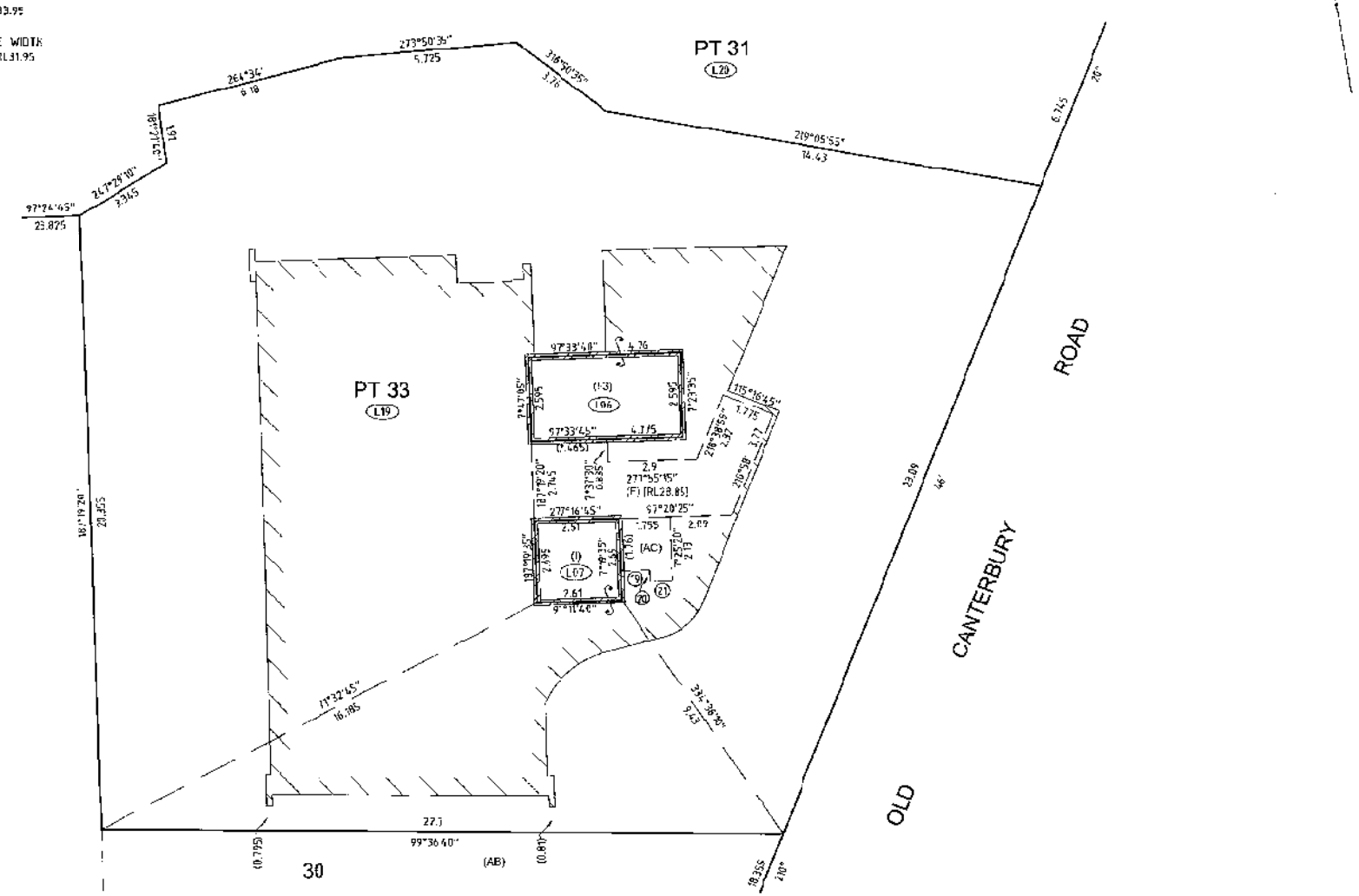


DIAGRAM 20

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
19	97°18'55"	1.06
20	187°19'	0.375
21	97°18'55"	0.71

NOTES:

~~~~ DENOTES CENTRELINE OF WALL IS BDY

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-4267ZDP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ — INNER WEST Locality : LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 100	Registered 18.7.2016	DP1210614

LGA AMENDED IN LIEU OF COUNCIL AMALGAMATIONS

Req:R449915 /Doc:DP 1210614 P /Rcv:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:23 of 34
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 24 of 30 sheet(s)

LEVEL 6

SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6.205	6.275	12.98
2	325°31'35"	7.595	7.67	15.905
3	138°32'15"	5.205	5.485	4.92
22	97°19'20"	2.6		
23	187°24'20"	4.775		
24	187°24'20"	2.71		
25	277°24'20"	2.59		
26	7°20'55"	2.71		
27	7°20'55"	4.765		
28	97°25'05"	2.595		

(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

LONGPORT STREET

BROWN STREET

WILLIAM STREET

OLD CANTERBURY ROAD

HUDSON STREET

PT 35

PT 31 (8292m²)

PT 34 (877.8m²)

PT 33 (649.8m²)

30

1 DP 1172726

1 DP 1197084

1 DP 509242

SEE DUNSHAW 21 SHEET 25

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality: LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1:400	Registered 18.7.2016	DP1210614

LGA AMENDED IN TRUE TO COUNCIL AMALGAMATIONS.

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:24 of 34
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(C) EASEMENT FOR ACCESS AND USE OF THE COLD WATER PUMP ROOM VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(D) EASEMENT FOR FOR ACCESS AND USE OF THE HOT WATER FACILITIES ROOM VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(F5) EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH
LIMITED IN DEPTH TO RL8.7 & LIMITED IN HEIGHT TO RL34.75
(I) EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH
LIMITED IN DEPTH TO RL7.1 & LIMITED IN HEIGHT TO RL33.95
(P) EASEMENT FOR ACCESS AND USE OF THE AIR CONDITIONING EQUIPMENT 0.8 WIDE & VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SHOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(Z) EASEMENT FOR ACCESS AND USE OF THE GAS EQUIPMENT VARIABLE WIDTH
LIMITED IN DEPTH TO RLS SIOWN (RL) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS
(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

LEVEL 6
(DIAGRAM)

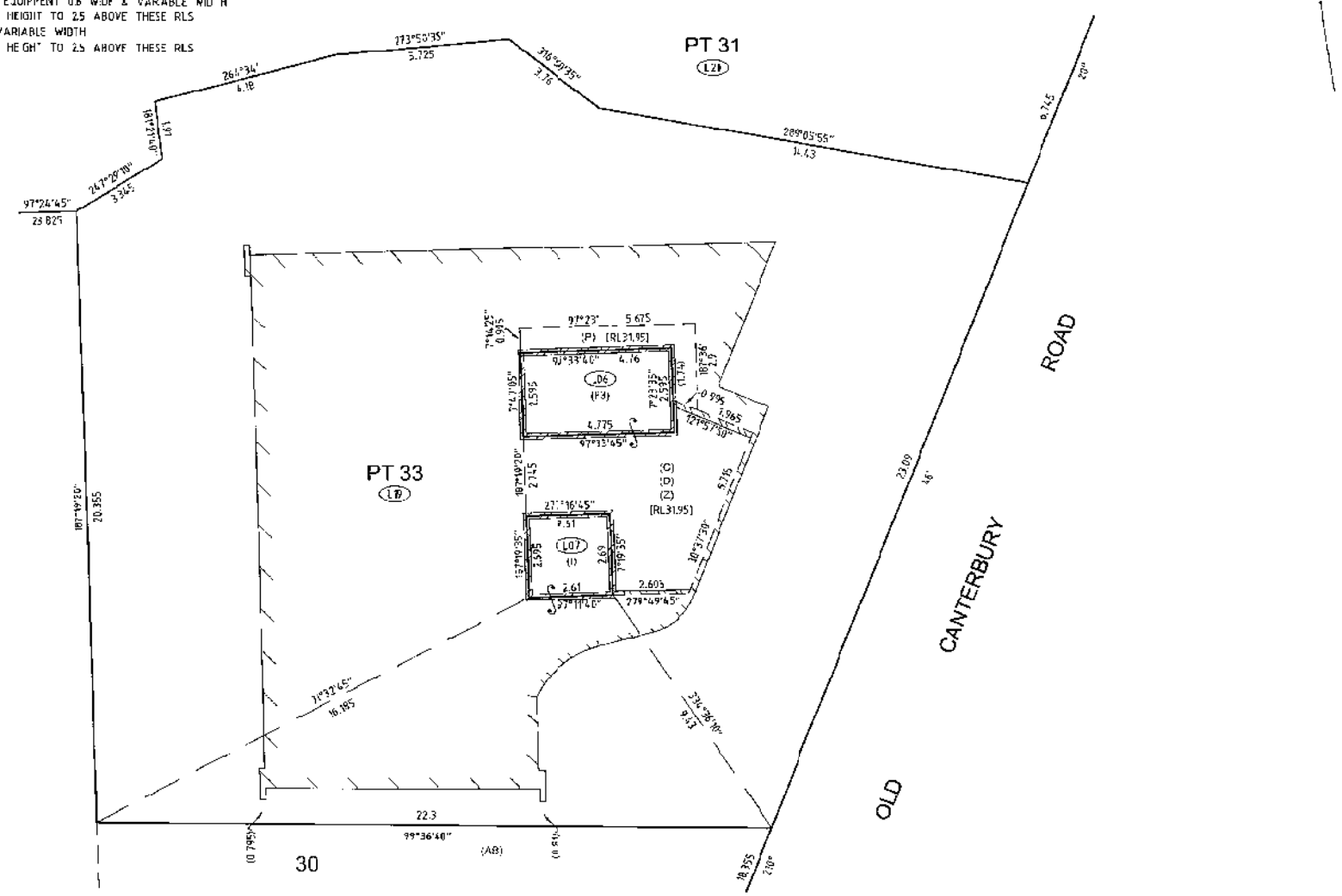


DIAGRAM 2*

NOTES:

~ DENOTES CENTRELINE OF WALL IS BUY

SEE SHEET 30 FOR STRATUM STATEMENTS & EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 4162s-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : ERSKINEVILLE Subdivision No: 2016000004 Lengths are in metres. Reduction Ratio 1:100	Registered 18.7.2016	DP1210614

LGA AMENDED IN PLOT DUE TO COUNCIL AMALGAMATIONS.

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SCHEDULE OF CURVED BOUNDARIES & SHORT LINES

No.	BEARING	DISTANCE	ARC	RADIUS
1	325°03'30"	6205	6.275	12.08
2	326°3'25"	7595	7.67	15.605
3	338°32'15"	5205	5.485	4.92
22	97°19'21"	26		
23	187°24'20"	4775		
24	187°24'20"	271		
25	277°24'20"	259		
26	7°26'55"	271		
27	7°26'55"	4765		
28	97°25'05"	2595		
35	7°47'05"	2595		
36	97°33'40"	476		
37	7°23'35"	2595		
38	97°33'45"	4775		
39	187°19'35"	2695		
40	277°16'45"	261		
41	7°19'35"	269		
42	97°11'40"	261		
43	187°19'20"	2745		

LEVEL 7

(P) EASEMENT FOR ACCESS AND USE OF THE AIR CONDITIONING EQUIPMENT 0.8 WIDE & VARIABLE WIDTH LIMITED IN DEPTH TO RLS SHOWN (RL[ ]) & LIMITED IN HEIGHT TO 2.5 ABOVE THESE RLS

(AB) EASEMENT FOR LIGHT AND VENTILATION 3 WIDE

LONGPORT STREET

BROWN STREET

WILLIAM STREET

CANTERBURY ROAD

OLD HUDSON STREET

PT 35

PT 34 (677.8m²) TOTAL (15 PARTS) (5223.3m²)

PT 31 (8292m²) TOTAL (16 PARTS) (85147m²)

PT 33 (649.8m²) TOTAL (15 PARTS) (3648.2m²)

PT 33 (L19) .07

30

DP 1172726

DP 1187084

DP 509242

SEE DIAGRAM 22

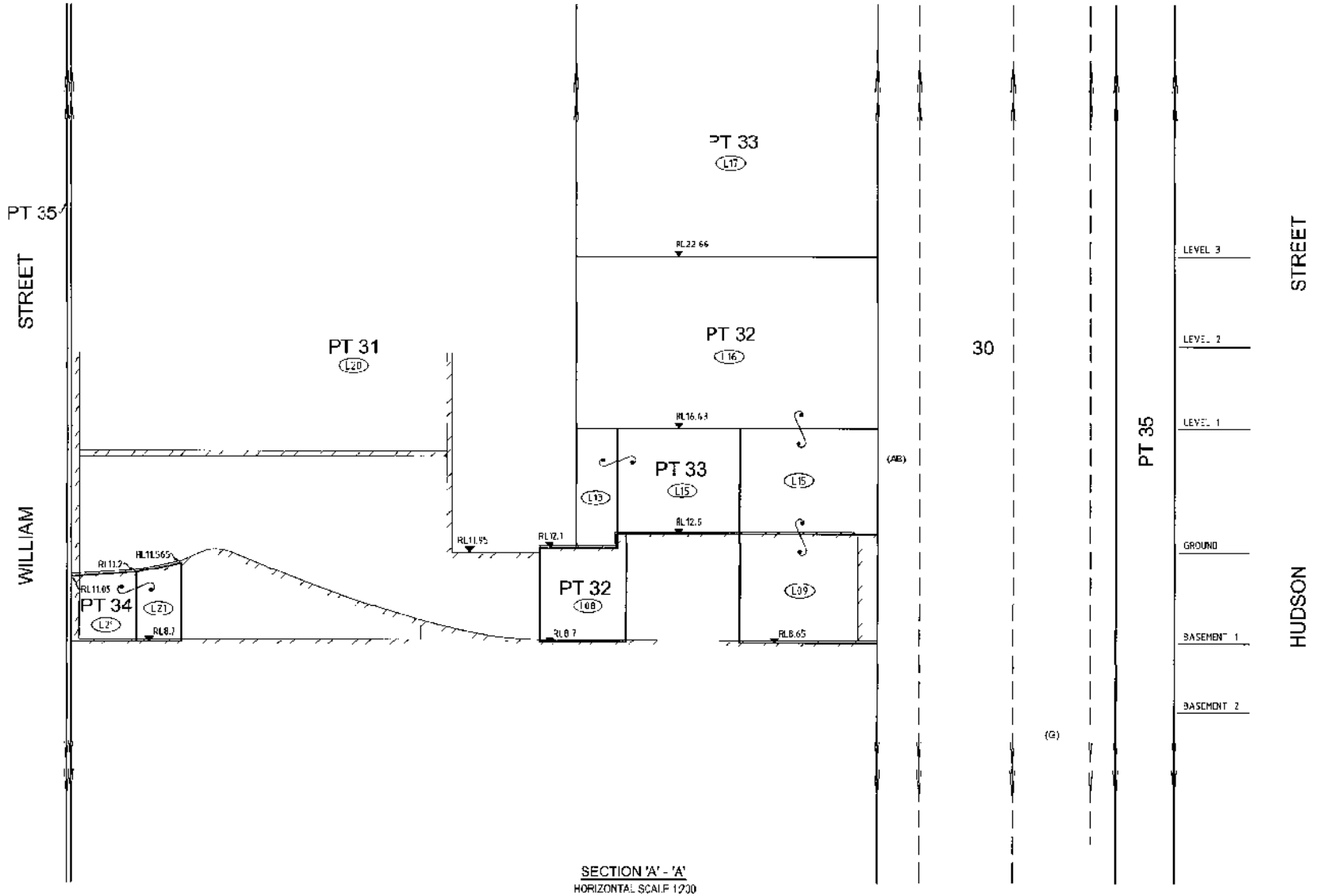
DIAGRAM 22
1:200

SEE SHEET 30 FOR STRATUM STATEMENTS
& EASEMENTS AFFECTING ENTIRE LOT
SEE SHEETS 27 - 29 FOR SECTIONS

Surveyor: JASON RAIC Date of Survey: 08/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No: 2016000004 Lengths are in metres Reduction Ratio 1: 400	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:26 of 34
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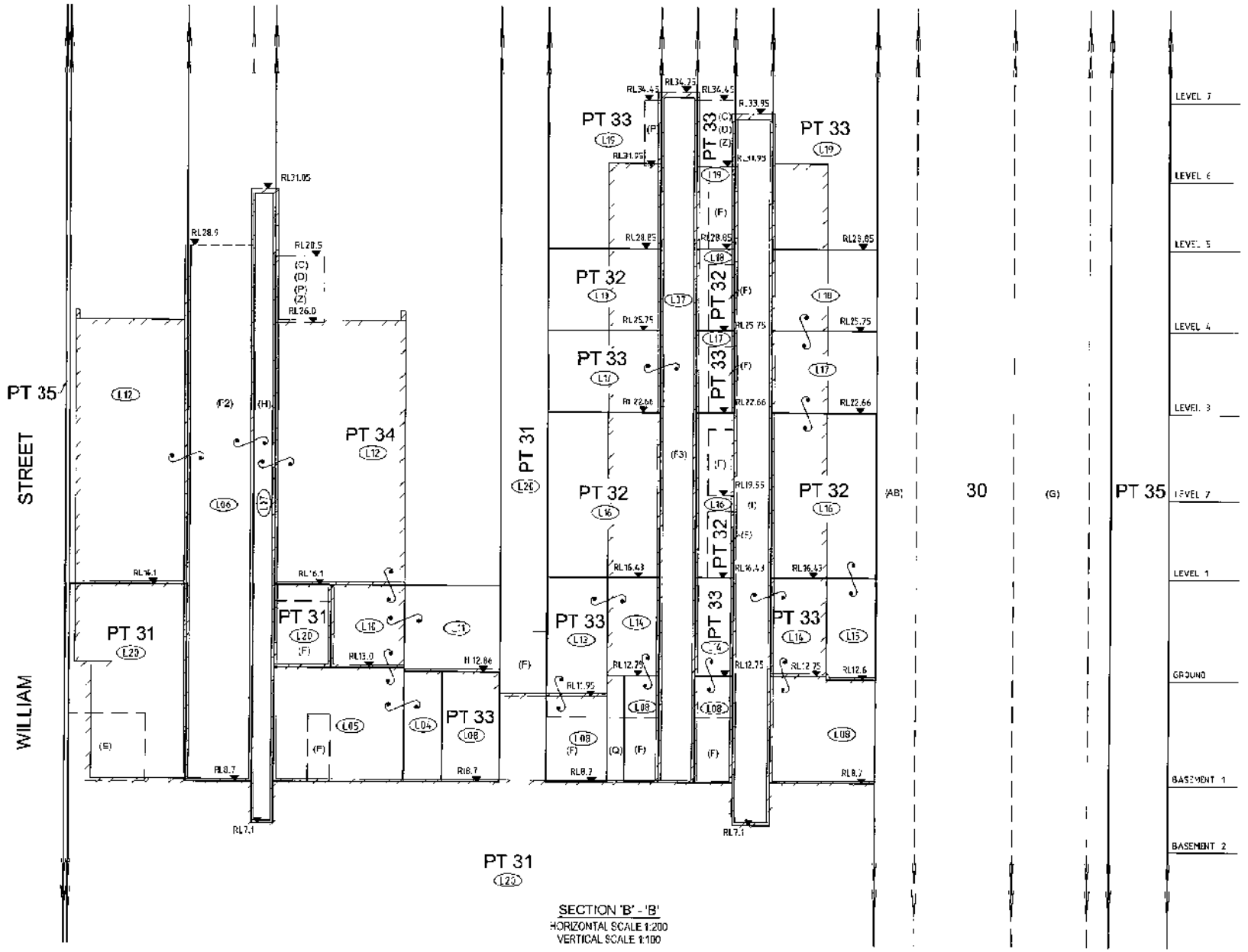
SECTION 'A' - 'A'
HORIZONTAL SCALE 1:200
VERTICAL SCALE 1:100

SEE SHEETS 3-26 FOR NEW EASEMENTS
& SHEET 30 FOR EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-42672DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1:200	Registered 18.7.2016	DP1210614

LGA AMENDED IN LTR DUE TO COUNCIL AMALGAMATIONS

Rcg:K449915 /Doc:DP 1210614 P /Rcv:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:27 of 34
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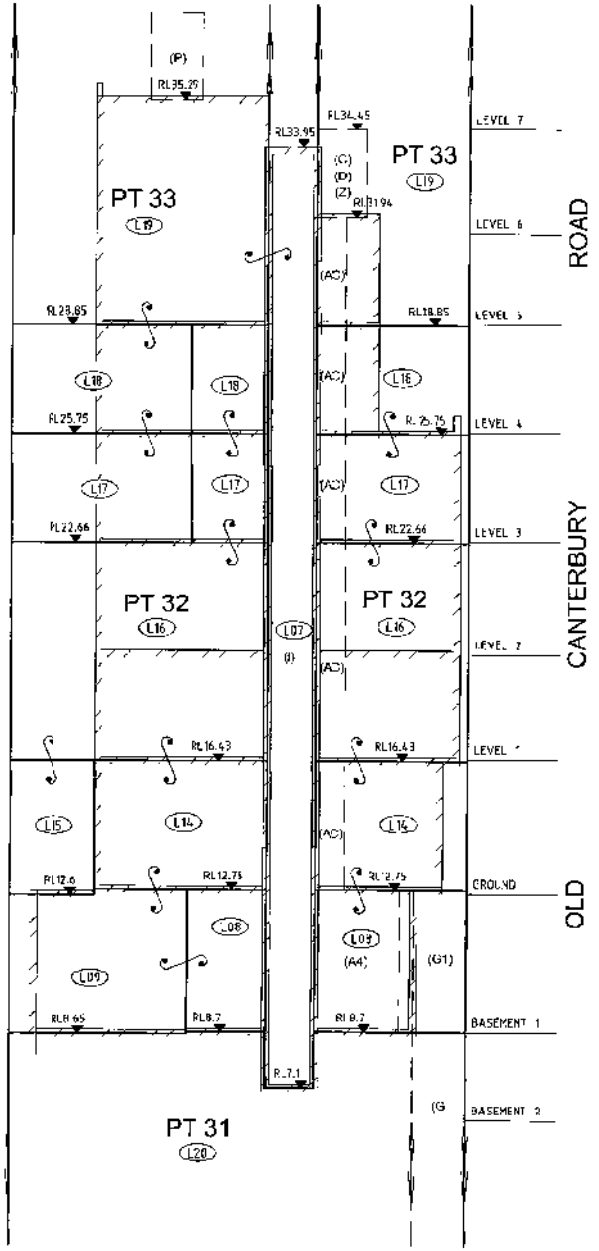
SECTION 'B' - 'B'
HORIZONTAL SCALE 1:200
VERTICAL SCALE 1:100

SEE SHEETS 3-26 FOR NEW EASEMENTS
& SHEET 30 FOR EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41825-42872DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: MARRICKVILLE INNER WEST Locality : LEWISHAM Subdivision No: 20160009 Lengths are in metres. Reduction Ratio 1 :200	Registered 18.7.2016	DP1210614

LGA AMENDED IN DRAFT TO COUNCIL AMALGAMATIONS

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:28 of 34
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SECTION 'C' - 'C'
HORIZONTAL SCALE 1:200
VERTICAL SCALE 1:100

SEE SHEETS 3-26 FOR NEW EASEMENTS
& SHEET 30 FOR EASEMENTS AFFECTING ENTIRE LOT

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625-4267/DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality : LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: 200	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

Req:R449915 /Doc:DP 1210614 P /Rev:18-Jul-2016 /NSW LRS /Pgs:ALL /Prt:22-May-2024 13:17 /Seq:29 of 34
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EASEMENTS AFFECTING ENTIRE LOT

× EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR SERVICES (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR FIRE SERVICES (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF SEWER CONNECTION (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE CARPARK LOADING ZONE (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE CARPARK VENTILATION OVERHEAD FANS (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM (ENTIRE LOTS 31 34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING SPACES (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE FIRE REGULATOR PANEL (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL METER CUPBOARD (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE COMMUNICATIONS CUPBOARD (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE BUILDING ROOFTOP TV AERIAL (ENTIRE LOTS 31-34 INCLUSIVE)
× EASEMENT FOR ACCESS AND USE OF THE ROOFTOP COMMUNICATIONS ROOM, DISH AND EQUIPMENT (ENTIRE LOTS 31 34 INCLUSIVE)
× POSITIVE COVENANT

STRATUM STATEMENTS

(L01)	LIMITED IN DEPTH TO RL 8.7 LIMITED IN HEIGHT TO RL 12.1
(L02)	LIMITED IN DEPTH TO RL 8.7 LIMITED IN HEIGHT TO RL 11.1
(L03)	LIMITED IN DEPTH TO RL 8.7 LIMITED IN HEIGHT TO RL 11.95
(L04)	LIMITED IN DEPTH TO RL 8.7 LIMITED IN HEIGHT TO RL 12.86
(L05)	LIMITED IN DEPTH TO RL 8.7 LIMITED IN HEIGHT TO RL 13
(L06)	LIMITED IN DEPTH TO RL 8.7 UNLIMITED IN HEIGHT
(L07)	LIMITED IN DEPTH TO RL 7.1 UNLIMITED IN HEIGHT
(L08)	LIMITED IN DEPTH TO RL 8.7 LIMITED IN HEIGHT TO THE LOWER STRATUM LIMIT OF PT33 AT GROUND FLOOR AND TO RL 11.95 WHERE NOT COVERED BY PT 33 AT GROUND FLOOR
(L09)	LIMITED IN DEPTH TO RL 8.65 LIMITED IN HEIGHT TO THE LOWER STRATUM LIMITS OF PT 32 AND PT 33 AT GROUND FLOOR
(L10)	LIMITED IN DEPTH TO RL 13 LIMITED IN HEIGHT TO RL 16.1
(L11)	LIMITED IN DEPTH TO RL 12.86 LIMITED IN HEIGHT TO 16.1
(L12)	LIMITED IN DEPTH TO RL 16.1 UNLIMITED IN HEIGHT
(L13)	LIMITED IN DEPTH TO RL'S SHOWN [RL] LIMITED IN HEIGHT TO RL 16.43
(L14)	LIMITED IN DEPTH TO RL 12.75 LIMITED IN HEIGHT TO RL 16.43
(L15)	LIMITED IN DEPTH TO RL 12.6 LIMITED IN HEIGHT TO RL 16.43
(L16)	LIMITED IN DEPTH TO RL 16.43 LIMITED IN HEIGHT TO RL 22.66
(L17)	LIMITED IN DEPTH TO RL 22.66 LIMITED IN HEIGHT TO RL 25.75
(L18)	LIMITED IN DEPTH TO RL 25.75 LIMITED IN HEIGHT TO RL 28.85
(L19)	LIMITED IN DEPTH TO RL 28.85 UNLIMITED IN HEIGHT
(L20)	LOT 31 IS A STRATUM LOT ABOVE AND BELOW LOT 32, LOT 33 AND LOT 34 AND IS EXCLUSIVE OF LOT 32, LOT 33 AND LOT 34 AND IS OTHERWISE UNLIMITED IN HEIGHT AND DEPTH
(L21)	LIMITED IN DEPTH TO RL 8.7 LIMITED IN HEIGHT TO RL'S SHOWN [RL]

Surveyor: JASON RAIC Date of Survey: 02/02/2016 Surveyor's Reference: 41625 426/3DP	PLAN OF SUBDIVISION OF LOT 100 IN DP 1206848	LGA: ~~MARRICKVILLE~~ INNER WEST Locality: LEWISHAM Subdivision No: 201600004 Lengths are in metres. Reduction Ratio 1: N/A	Registered 18.7.2016	DP1210614

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

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Office Use Only

Registered: 18.7.2016

Title System: TORRENS

Purpose: SUBDIVISION

Use Only

DP1210614 S

PLAN OF SUBDIVISION OF LOT 100 IN DP1206848

LGA: ~~MARRICKVILLE~~ INNER WEST

Locality: LEWISHAM

Parish: PETERSHAM

County: CUMBERLAND

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, JAMIE ERKEN

Authorised Person/~~General Manager~~/*~~Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: INNER WEST COUNCIL

Date of endorsement: 27 MAY 2016

Subdivision Certificate number: 20160000 4

File number: DA 201400354

*Strike through if inapplicable.

Survey Certificate

I, JASON RAIC

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

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 2012*, is accurate and the survey was completed on 2/2/2016

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.~~

Signature: ..... Dated: 13/5/16

Surveyor ID: 8255

Datum Line: "X" – "Y"

Type: *Urban/*~~Rural~~

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

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

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

Plans used in the preparation of survey/~~compilation.~~

DP215127 DP1206848

DP226469

DP437039

DP747317

DP774322

DP1213059

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 41625-42672DP

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS.

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 18.7.2016

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DP1210614

PLAN OF SUBDIVISION OF LOT 100 IN DP1206848

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 20160004

Date of Endorsement: 27 MAY 2016

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT AND SHELTER (ENTIRE LOT)
2. EASEMENT FOR ACCESS (ENTIRE LOT)
3. EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
4. EASEMENT FOR SERVICES (ENTIRE LOT)
5. EASEMENT FOR FIRE SERVICES (ENTIRE LOT)
6. EASEMENT FOR ACCESS AND USE OF THE GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (A, A1-A4)
7. EASEMENT FOR ACCESS AND USE OF THE HYDRANT AND SPRINKLER PUMP ROOMS VARIABLE WIDTH LIMITED IN STRATUM (B)
8. EASEMENT FOR ACCESS AND USE OF THE COLD WATER PUMP ROOM VARIABLE WIDTH LIMITED IN STRATUM (C)
9. EASEMENT FOR ACCESS AND USE OF THE HOT WATER FACILITIES ROOM VARIABLE WIDTH LIMITED IN STRATUM (D)
10. EASEMENT FOR ACCESS AND USE OF THE MDF AND COMMS ROOM VARIABLE WIDTH LIMITED IN STRATUM (E)
11. EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (F, F1-F3)
12. EASEMENT TO DRAIN WATER VARIABLE WIDTH (G)
13. EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN STRATUM (H)
14. EASEMENT FOR ACCESS AND USE OF LIFT VARIABLE WIDTH LIMITED IN STRATUM (I)
15. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.05 WIDE (J)
16. EASEMENT FOR MAINTENANCE AND ACCESS TO STORMWATER PITS 2 AND 1.6 WIDE (K)
17. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (L)
18. POSITIVE COVENANT
19. EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL SWITCH ROOM VARIABLE WIDTH LIMITED IN STRATUM (N)
20. EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (O, O1)
21. EASEMENT FOR ACCESS AND USE OF THE AIR CONDITIONING EQUIPMENT 0.8 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (P)
22. EASEMENT FOR ACCESS AND USE OF CAR WASHING BAY 3.65 WIDE LIMITED IN STRATUM (Q)
23. EASEMENT FOR ACCESS AND USE OF SEWER CONNECTION (ENTIRE LOT)
24. EASEMENT FOR ACCESS AND USE OF THE CARPARK LOADING ZONE (ENTIRE LOT)
25. EASEMENT FOR ACCESS AND USE OF THE STORMWATER PUMP OUT PITS 4.3 WIDE LIMITED IN STRATUM (R)
26. EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (S)
27. EASEMENT FOR ACCESS AND USE OF THE CARPARK VENTILATION OVERHEAD FANS (ENTIRE LOT)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41625-42672DP

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DP1210614

PLAN OF SUBDIVISION OF LOT 100 IN DP1206848

Subdivision Certificate number: 20160004

Date of Endorsement: 27 MAY 2016

This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE cont:

28. EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM (ENTIRE LOT)
29. EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN STRATUM (T)
30. EASEMENT FOR ACCESS AND USE OF THE VISITOR PARKING SPACES (ENTIRE LOT)
31. EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN STRATUM (U, U1)
32. EASEMENT FOR ACCESS AND USE OF THE MANAGERS FACILITY 3.12 WIDE LIMITED IN STRATUM (V)
33. EASEMENT FOR ACCESS AND USE OF THE FIRE CONTROL ROOM VARIABLE WIDTH LIMITED IN STRATUM (W)
34. EASEMENT FOR ACCESS AND USE OF THE VALVE ROOM VARIABLE WIDTH LIMITED IN STRATUM (X)
35. EASEMENT FOR ACCESS AND USE OF THE HYDRANT BOOSTER AND MAIN WATER METER ROOM VARIABLE WIDTH LIMITED IN STRATUM (Y)
36. EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR (ENTIRE LOT)
37. EASEMENT FOR ACCESS AND USE OF THE GAS EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (Z)
38. EASEMENT FOR ACCESS AND USE OF THE FIRE REGULATOR PANEL (ENTIRE LOT)
39. EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL METER CUPBOARD (ENTIRE LOT)
40. EASEMENT FOR ACCESS AND USE OF THE COMMUNICATIONS CUPBOARD (ENTIRE LOT)
41. EASEMENT FOR ACCESS AND USE OF THE BUILDING ROOFTOP TV AERIAL (ENTIRE LOT)
42. EASEMENT FOR ACCESS AND USE OF THE ROOFTOP COMMUNICATIONS ROOM, DISH AND EQUIPMENT (ENTIRE LOT)
43. EASEMENT FOR ACCESS AND USE OF THE POST BOX ROOM VARIABLE WIDTH LIMITED IN STRATUM (AA)
44. EASEMENT FOR LIGHT AND VENTILATION 3 WIDE (AB)
45. EASEMENT FOR GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (AC, AC1)
46. POSITIVE COVENANT
47. EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (G1)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO RELEASE:
1. EASEMENT TO DRAIN WATER ~~3.535~~ 0.535 WIDE (DP580963) lw

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
30	N/A	N/A	N/A	LEWISHAM
31	12-22	HUDSON	STREET	LEWISHAM
32	90	OLD CANTERBURY	ROAD	LEWISHAM
33	90	OLD CANTERBURY	ROAD	LEWISHAM
34	78	OLD CANTERBURY	ROAD	LEWISHAM
35	N/A	N/A	N/A	LEWISHAM

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41625-42672DP

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DP1210614

PLAN OF SUBDIVISION OF LOT 100 IN DP1206848

Subdivision Certificate number: 20160004

Date of Endorsement: 27 MAY 2016

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- 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
KARIMBLA PROPERTIES (NO. 23) PTY LTD
ACN 115 511 236
in accordance with Section 127
of the Corporations Act

KARIMBLA PROPERTIES (NO. 23) PTY. LIMITED
A.C.N. 115 511 236

Signature of Authorised Person

DIRECTOR
Office Held

DAVID CREMONA
Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY
Office Held

ROBYN McCULLY
Name of Authorised Person (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41625-42672DP

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Instrument setting out terms of easements or profit 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

Lengths are in metres

DP1210614 B

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Karimbla Properties (No. 23) Pty Ltd ACN 115 511 236 of Level 11, 528 Kent Street, Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for Support and Shelter (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
2.	Easement for Access (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
3.	Easement for Emergency Egress (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
4.	Easement for Services (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
5.	Easement for Fire Services (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33

(JAMIE ERLEN)

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres

Plan: **DP1210614**

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

6.	Easement for access and use of the Garbage Collection Room, Lift and Loading and Unloading Docks Variable Width Limited in Stratum (A, A1 – A4)	31 32 33	32, 33, 34 33 32
7.	Easement for access and use of the Hydrant and Sprinkler Pump Rooms Variable Width Limited in Stratum (B)	31	32, 33, 34
8.	Easement for access and use of the Cold Water Pump Room Variable Width Limited in Stratum (C)	33 34	32 31
9.	Easement for access and use of the Hot Water Facilities Room Variable Width Limited in Stratum (D)	33 34	32 31
10.	Easement for access and use of the MDF & Comms Room Variable Width Limited in Stratum (E)	31	32, 33, 34
11.	Easement for Footway Access Variable Width Limited in Stratum (F, F1 – F3)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
12.	Easement to Drain Water Variable Width (G)	30	Marrickville Council

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 3 of 38 Sheets)**

Plan: DP1210614

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

13.	Easement for access and use of Lift Variable Width Limited in Stratum (H)	34	31
14.	Easement for access and use of Lift Variable Width Limited in Stratum (I)	33	32
15.	Easement for Electricity and Other Purposes 7.05 Wide (J)	31	Ausgrid (ABN 67 505 337 385)
16.	Easement for maintenance and access to Stormwater Pits 2 and 1.6 Wide (K)	30	31, 32, 33, 34
17.	Easement for Public Access Variable Width Limited in Stratum (L)	31	Marrickville Council
18.	Positive Covenant	31	Marrickville Council
19.	Easement for access and use of the Electrical Switch Room Variable Width Limited in Stratum (N)	31	32, 33, 34
20.	Easement for access and use of the Mechanical Ventilation Plant Room Variable Width Limited in Stratum (O, O1)	31	32, 33, 34
21.	Easement for access and use of the Air Conditioning Equipment 0.8 Wide and Variable Width Limited in Stratum (P)	33 34	32 31

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 4 of 38 Sheets)**

Plan: DP1210614

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

22.	Easement for access and use of Car Washing Bay 3.65 Wide Limited in Stratum (Q)	31	32, 33, 34
23.	Easement for access and use of Sewer Connection (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
24.	Easement for access and use of the Carpark Loading Zone (Entire Lot)	31	32, 33, 34
25.	Easement for access and use of the Stormwater Pump Out Pits 4.3 Wide Limited in Stratum (R)	31	32, 33, 34
26.	Easement for access and use of the Carpark Exhaust Plant Room Variable Width Limited in Stratum (S)	31	32, 33, 34
27.	Easement for access and use of the Carpark Ventilation Overhead Fans (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
28.	Easement for access and use of the Stormwater Filtration System (Entire Lot)	31 32 33 34	32, 33, 34 31, 33, 34 31, 32, 34 31, 32, 33
29.	Easement for access and use of the Pool and Gymnasium Facility Lift 2.91 Wide Limited in Stratum (T)	31	32, 33, 34

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres

Plan: **DP1210614**

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

30.	Easement for access and use of the Visitor Parking Spaces (Entire Lot)	31	32, 33, 34
31.	Easement for access and use of the Pool and Gymnasium Facility Variable Width Limited in Stratum (U, U1)	31	32, 33, 34
32.	Easement for access and use of the Managers Facility 3.12 Wide Limited in Stratum (V)	31	32, 33, 34
33.	Easement for access and use of the Fire Control Room Variable Width Limited in Stratum (W)	31	32, 33, 34
34.	Easement for access and use of the Valve Room Variable Width Limited in Stratum (X)	31	32, 33, 34
35.	Easement for access and use of the Hydrant Booster and Main Water Meter Room Variable Width Limited in Stratum (Y)	31	32, 33, 34
36.	Easement for access and use of the Gas Regulator (Entire Lot)	31 33	32, 33, 34 31, 32, 34
37.	Easement for access and use of the Gas Equipment Variable Width Limited in Stratum (Z)	33 34	32 31

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres

Plan: **DP1210614**

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

38.	Easement for access and use of the Fire Regulator Panel (Entire Lot)	31	32, 33, 34
39.	Easement for access and use of the Electrical Meter Cupboard (Entire Lot)	31 32 33	34 33 32
40.	Easement for access and use of the Communications Cupboard (Entire Lot)	31 33	32, 34 32, 34
41.	Easement for access and use of the Building Rooftop TV Aerial (Entire Lot)	31	32, 33, 34
42.	Easement for access and use of the Rooftop Communications Room, Dish and Equipment (Entire Lot)	31	32, 33, 34
43.	Easement for access and use of the Post Box Room Variable Width Limited in Stratum (AA)	31	32, 33, 34
44.	Easement for Light & Ventilation 3 Wide (AB)	30	31, 32, 33
45.	Easement for Garbage Room and Facilities Variable Width Limited in Stratum (AC, AC1)	31 32 33	34 33 32
46.	Positive Covenant	31, 32, 33, 34	Marrickville Council

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 7 of 38 Sheets)**

Plan: DP1210614

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

47.	Easement to Drain Water Variable Width Limited in Stratum (G1)	31, 33	Marrickville Council

PART 1A (RELEASE)

Number of item shown in the intention panel on the plan:	**Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:**	**Burdened lot(s) or parcel(s):**	**Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:**
1	Easement to Drain Water ~~7.525~~ 0.535 Wide (DP580963)	100/1206848	Marrickville Council

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR SUPPORT AND SHELTER NUMBERED 1 IN THE PLAN**

1.1 An easement for support and shelter in the terms of section 196K of the Conveyancing Act 1919 is created and applies to all support and shelter constructed after the date of registration of this Instrument.

1.2 The provisions of clause 48 apply to this easement.

2. **TERMS OF EASEMENT FOR ACCESS NUMBERED 2 IN THE PLAN**

2.1 Subject to the terms of this easement, the owner of the lot burdened grants to the owner of lot benefited and any person authorised by the owner of the lot benefited full, free and unimpeded right to pass and repass across the Common Areas of the lot burdened for all lawful purposes with or without vehicles or on foot only as appropriate that is constructed to a standard suitable for access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.

2.2 The provisions of clause 48 apply to this easement.

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 8 of 38 Sheets)**

Plan: **DP1210614** Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

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3. **TERMS OF EASEMENT FOR EMERGENCY EGRESS NUMBERED 3 IN THE PLAN**

3.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened by means only of the Emergency Egress during any emergency situation or for fire drill purposes.

3.2 The provisions of clause 48 apply to this easement.

4. **TERMS OF EASEMENT FOR SERVICES NUMBERED 4 IN THE PLAN**

4.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 4.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any materials, tools and equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits; and

(d) to have Services travel along the Conduits.

4.2

(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably); and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

4.3 The owner of the lot benefited must, at its cost, ensure that:

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(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

4.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

4.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

4.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 4.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

4.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval

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must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

(ii) the Conduits (in the case of the owner of the lot benefited).

4.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

4.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

4.10 The provisions of clause 48 apply to this easement.

5. **TERMS OF EASEMENT FOR FIRE SERVICES NUMBERED 5 IN THE PLAN**

5.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 5.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits; and

(d) to have Fire Services travel along the Conduits.

5.2

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(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably); and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

5.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

5.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

5.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

5.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this

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easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 5.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

5.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

(ii) the Conduits (in the case of the owner of the lot benefited).

5.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

5.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

5.10 The provisions of clause 48 apply to this easement.

6. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GARBAGE COLLECTION ROOM, LIFT AND LOADING AND UNLOADING DOCKS VARIABLE WIDTH LIMITED IN STRATUM (A, A1 – A4) NUMBERED 6 IN THE PLAN**

6.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to

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(a) go, pass and repass with or without vehicles or on foot only as appropriate over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Garbage Collection Room;

(b) use the Garbage Collection Room for the purposes of collecting, storing and disposing of garbage materials from the lot benefited; and

(c) go, pass and repass with or without vehicle or on foot only as appropriate over the Common Areas of the lot burdened for the purpose of accessing the Lift and Loading and Unloading Docks in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

6.2 The provisions of clause 48 apply to this easement.

7. **TERMS OF EASEMENT FOR ACCESS AND USE OF HYDRANT AND SPRINKLER PUMP ROOMS VARIABLE WIDTH LIMITED IN STRATUM (B) NUMBERED 7 IN THE PLAN**

7.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and without or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Hydrant and Sprinkler Pump Rooms;

(b) install or allow to remain in the Hydrant and Sprinkler Pump Rooms the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Hydrant and Sprinkler Pump Rooms which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Hydrant and Sprinkler Pump Rooms which the owner of the lot benefited owns or which service the lot benefited.

7.2 The provisions of clause 48 apply to this easement.

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 14 of 38 Sheets)**

Plan: DP1210614

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

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8. **TERMS OF EASEMENT FOR ACCESS AND USE OF COLD WATER PUMP ROOM VARIABLE WIDTH LIMITED IN STRATUM (C) NUMBERED 8 IN THE PLAN**

8.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and without or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Cold Water Pump Room;

(b) install or allow to remain in the Cold Water Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Cold Water Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Cold Water Pump Room which the owner of the lot benefited owns or which service the lot benefited.

8.2 The provisions of clause 48 apply to this easement.

9. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE HOT WATER FACILITIES ROOM VARIABLE WIDTH LIMITED IN STRATUM (D) NUMBERED 9 IN THE PLAN**

9.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Hot Water Facilities Room;

(b) install or allow to remain in the Hot Water Facilities Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the Hot Water Facilities Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Hot Water Facilities Room which the owner of the lot benefited owns or which service the lot benefited.

9.2 The provisions of clause 48 apply to this easement.

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10. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE MDF & COMMS ROOM VARIABLE WIDTH LIMITED IN STRATUM (E) NUMBERED 10 IN THE PLAN**

10.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without a vehicle or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the MDF & Comms Room;

(b) install or allow to remain in the MDF & Comms Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the MDF & Comms Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the MDF & Comms Room which the owner of the lot benefited owns or which service the lot benefited.

10.2 The provisions of clause 48 apply to this easement.

11. **TERMS OF EASEMENT FOR FOOTWAY ACCESS VARIABLE WIDTH LIMITED IN STRATUM (F, F1 – F3) NUMBERED 11 IN THE PLAN**

11.1 Subject to the terms of this easement, the owner of the lot burdened grants to the owner of lot benefited and any person authorised by the owner of the lot benefited full, free and unimpeded right to pass and repass over the Easement for Footway Access for all lawful purposes on foot only that is constructed to a standard suitable for access purposes PROVIDED ALWAYS that nothing herein contained shall entitle the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.

11.2 The provisions of clause 48 apply to this easement.

12. **TERMS OF EASEMENT TO DRAIN WATER VARIABLE WIDTH (G) NUMBERED 12 IN THE PLAN**

12.1 An easement in the terms of the Easement to drain water in Part 3 of Schedule 8 of the *Conveyancing Act 1919* is created.

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Plan: DP1210614

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

12.2 This easement cannot be released, varied or modified without the consent of the authority benefited.

13. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE LIFT VARIABLE WIDTH LIMITED IN STRATUM (H) NUMBERED 13 IN THE PLAN**

13.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only as appropriate for the purpose of accessing the Lift and using the Lift in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

13.2 The provisions of clause 48 apply to this easement.

14. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE LIFT LIMITED IN STRATUM (I) NUMBERED 14 IN THE PLAN**

14.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only as appropriate for the purpose of accessing the Lift and using the Lift in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

14.2 The provisions of clause 48 apply to this easement.

15. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.05 WIDE (J) NUMBERED 15 IN THE PLAN**

15.1 An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

16. **TERMS OF EASEMENT FOR MAINTENANCE AND ACCESS TO STORMWATER PITS 2 AND 1.6 WIDE (K) NUMBERED 16 IN THE PLAN**

16.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of maintaining and accessing the Stormwater Pits and using the Stormwater Pits in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

16.2 The provisions of clause 48 apply to this easement.

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Plan: **DP1210614** Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

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17. **TERMS OF EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (L) NUMBERED 17 IN THE PLAN**

17.1 Subject to the terms of this easement, the authority benefited and any person authorised by the authority benefited and members of the public ("Authorised Users") have full and free right to pass and repass at all times:

(a) on foot; and/or

(b) with wheelchairs or other disabled access aids; and

(c) without animals (excepting those providing assistance for the disabled);

(d) without vehicles, bikes, skateboards, rollerblades and any other similar equipment as nominated by the owner of the lot burdened,

over the Easement for Public Access area.

17.2 The owner of lot burdened must effect and maintain public liability insurance in respect of third party personal injury or damage to third party property where the injury arises out or is caused by the use of the Easement for Public Access. The policy must be in the amount of $20,000,000 for any one occurrence, with an insurer acceptable to the authority benefited, such acceptance not to be unreasonably withheld.

17.3 This easement cannot be released, varied or modified without the consent of the authority benefited.

18. **TERMS OF POSITIVE COVENANT NUMBERED 18 IN THE PLAN**

18.1 The owner of the lot burdened in respect of the wombat pedestrian crossing ("Wombat Pedestrian Crossing") constructed or to be constructed on the lot burdened must:

(a) be responsible for maintaining the Wombat Pedestrian Crossing including signage, line marking and lighting; and

(b) ensure that the Wombat Pedestrian Crossing is inspected annually by a competent person and must provide a written copy of the inspection reports to the authority benefited.

18.2 The authority benefited shall have the right to enter upon the burdened lot, at all reasonable times, to inspect, construct, repair and maintain the Wombat Pedestrian Crossing to a suitable standard and recover the costs of any such works from the owner of the lot burdened.

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18.3 This positive covenant cannot be released, varied or modified without the consent of the authority benefited.

19. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL SWITCH ROOM VARIABLE WIDTH LIMITED IN STRATUM (N) NUMBERED 19 IN THE PLAN**

19.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Electrical Switch Room;

(b) install or allow to remain in the Electrical Switch Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the Electrical Switch Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Electrical Switch Room which the owner of the lot benefited owns or which service the lot benefited.

19.2 The provisions of clause 48 apply to this easement.

20. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE MECHANICAL VENTILATION PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (O, O1) NUMBERED 20 IN THE PLAN**

20.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Mechanical Ventilation Plant Room;

(b) install or allow to remain in the Mechanical Ventilation Plant Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the Mechanical Ventilation Plant Room which the owner of the lot benefited owns or which service the lot benefited;

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and

(d) use the plant and equipment in the Mechanical Ventilation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

20.2 The provisions of clause 48 apply to this easement.

21. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE AIR CONDITIONING EQUIPMENT 0.8 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (P) NUMBERED 21 IN THE PLAN**

21.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Air Conditioning Equipment and using the Air Conditioning Equipment in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

21.2 The provisions of clause 48 apply to this easement.

22. **TERMS OF EASEMENT FOR ACCESS AND USE OF CAR WASHING BAY 3.65 WIDE LIMITED IN STRATUM (Q) NUMBERED 22 IN THE PLAN**

22.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with a vehicle over the lot burdened by the most practicable direct route to access the Car Washing Bay; and

(b) use the Car Washing Bay to wash and clean that motor vehicle.

22.2 The provisions of clause 48 apply to this easement.

23. **TERMS OF EASEMENT FOR ACCESS TO SEWER CONNECTION NUMBERED 23 IN THE PLAN**

23.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicles or on foot only as appropriate for the purpose of accessing the Sewer Connection and using the Sewer Connection in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

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23.2 The provisions of clause 48 apply to this easement.

24. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE CARPARK LOADING ZONE NUMBERED 24 IN THE PLAN**

24.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Carpark Loading Zone and using the Carpark Loading Zone in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

24.2 The provisions of clause 48 apply to this easement.

25. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE STORMWATER PUMP OUT PITS 4.3 WIDE NUMBERED 25 IN THE PLAN**

25.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Stormwater Pump Out Pits and using the Stormwater Pump Out Pits in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

25.2 The provisions of clause 48 apply to this easement.

26. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE CARPARK EXHAUST PLANT ROOM VARIABLE WIDTH LIMITED IN STRATUM (S) NUMBERED 26 IN THE PLAN**

26.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Carpark Exhaust Plant Room;

(b) install or allow to remain in the Carpark Exhaust Plant Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the Carpark Exhaust Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

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(d) use the plant and equipment in the Carpark Exhaust Plant Room which the owner of the lot benefited owns or which service the lot benefited.

26.2 The provisions of clause 48 apply to this easement.

27. **TERMS OF EASEMENT FOR ACCESS AND USE OF CARPARK VENTILATION OVERHEAD FANS NUMBERED 27 IN THE PLAN**

27.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Carpark Ventilation Overhead Fans and using the Carpark Ventilation Overhead Fans in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

27.2 The provisions of clause 48 apply to this easement.

28. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE STORMWATER FILTRATION SYSTEM NUMBERED 28 IN THE PLAN**

28.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Stormwater Filtration System and using the Stormwater Filtration System in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

28.2 The provisions of clause 48 apply to this easement.

29. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY LIFT 2.91 WIDE LIMITED IN STRATUM (T) NUMBERED 29 IN THE PLAN**

29.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Pool and Gymnasium Facility Lift and using the Pool and Gymnasium Facility Lift in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

29.2 The provisions of clause 48 apply to this easement.

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 22 of 38 Sheets)**

Plan: **DP1210614** Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

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30. **TERMS OF EASEMENT FOR ACCESS AND USE OF VISITOR PARKING SPACES NUMBERED 30 IN THE PLAN**

30.1 Full, free and unimpeded right for the invitees of the owner of the lot benefited to:

(a) pass and repass over the lot burdened by the most practicable direct route to access the Visitor Parking Spaces;

(b) park and stand within the Visitor Parking Spaces a motor vehicle of any size reasonably capable of accessing and fitting within a car space located on the Visitor Parking Spaces.

30.2 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must ensure that no mechanical or other work is carried out on any motor vehicle while it is parked in a car space in the Visitor Parking Spaces; and

(f) must ensure that the Visitor Parking Spaces are kept clean and tidy and not used for the storage of any articles.

30.3 The provisions of clause 48 apply to this easement.

31. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE POOL AND GYMNASIUM FACILITY VARIABLE WIDTH LIMITED IN STRATUM (U, U1) NUMBERED 31 IN THE PLAN**

31.1 Full, free and unimpeded right for the owner of the lot benefited to use the Pool and Gymnasium Facility for its intended purpose.

31.2 The provisions of clause 48 apply to this easement.

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32. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE MANAGERS FACILITY 3.12 WIDE LIMITED IN STRATUM (V) NUMBERED 32 IN THE PLAN**

32.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Managers Facility and using the Managers Facility in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

32.2 The provisions of clause 48 apply to this easement.

33. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE FIRE CONTROL ROOM VARIABLE WIDTH LIMITED IN STRATUM (W) NUMBERED 33 IN THE PLAN**

33.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Fire Control Room;

(b) install or allow to remain in the Fire Control Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the Fire Control Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Fire Control Room which the owner of the lot benefited owns or which service the lot benefited.

33.2 The provisions of clause 48 apply to this easement.

34. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE VALVE ROOM VARIABLE WIDTH LIMITED IN STRATUM (X) NUMBERED 34 IN THE PLAN**

34.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Valve Room;

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(b) install or allow to remain in the Valve Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the Valve Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Valve Room which the owner of the lot benefited owns or which service the lot benefited.

34.2 The provisions of clause 48 apply to this easement.

35. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE HYDRANT BOOSTER AND MAIN WATER METER ROOM VARIABLE WIDTH LIMITED IN STRATUM (Y) NUMBERED 35 IN THE PLAN**

35.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and without or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Hydrant Booster and Main Water Meter Room;

(b) install or allow to remain in the Hydrant Booster and Main Water Meter Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Hydrant Booster and Main Water Meter Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Hydrant Booster and Main Water Meter Room which the owner of the lot benefited owns or which service the lot benefited.

35.2 The provisions of clause 48 apply to this easement.

36. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GAS REGULATOR NUMBERED 36 IN THE PLAN**

36.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Gas Regulator and using the Gas Regulator in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

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36.2 The provisions of clause 48 apply to this easement.

37. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GAS EQUIPMENT VARIABLE WIDTH LIMITED IN STRATUM (Z) NUMBERED 37 IN THE PLAN**

37.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Gas Equipment and using the Gas Equipment in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

37.2 The provisions of clause 48 apply to this easement.

38. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE FIRE REGULATOR PANEL NUMBERED 38 IN THE PLAN**

38.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Fire Regulator Panel and using the Fire Regulator Panel in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

38.2 The provisions of clause 48 apply to this easement.

39. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE ELECTRICAL METER CUPBOARD NUMBERED 39 IN THE PLAN**

39.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and without or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of accessing the Electrical Meter Cupboard;

(b) install or allow to remain in the Electrical Meter Cupboard; the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Electrical Meter Cupboard; which the owner of the lot benefited owns or which service the lot benefited; and

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(d) use the plant and equipment in the Electrical Meter Cupboard; which the owner of the lot benefited owns or which service the lot benefited.

39.2 The provisions of clause 48 apply to this easement.

40. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE COMMUNICATIONS CUPBOARD NUMBERED 40 IN THE PLAN**

40.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and without or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of accessing the Communications Cupboard;

(b) install or allow to remain in the Communications Cupboard the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Communications Cupboard which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Communications Cupboard which the owner of the lot benefited owns or which service the lot benefited.

40.2 The provisions of clause 48 apply to this easement.

41. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE BUILDING ROOFTOP TV AERIAL NUMBERED 41 IN THE PLAN**

41.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Building Rooftop TV Aerial in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

41.2 The provisions of clause 48 apply to this easement.

42. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE ROOFTOP COMMUNICATIONS ROOM, DISH AND EQUIPMENT NUMBERED 42 IN THE PLAN**

42.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

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(a) pass and repass on foot only and without or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of accessing the Rooftop Communications Room, Dish and Equipment;

(b) install or allow to remain in the Rooftop Communications Room, Dish and Equipment the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Rooftop Communications Room, Dish and Equipment which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Rooftop Communications Room, Dish and Equipment which the owner of the lot benefited owns or which service the lot benefited.

42.2 The provisions of clause 48 apply to this easement.

43. **TERMS OF EASEMENT FOR ACCESS AND USE OF POST BOX ROOM VARIABLE WIDTH LIMITED IN STRATUM (AA) NUMBERED 43 IN THE PLAN**

43.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Post Box Room and using the Post Box Room in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

43.2 The provisions of clause 48 apply to this easement.

44. **TERMS OF EASEMENT FOR LIGHT & VENTILATION 3 WIDE NUMBERED 44 IN THE PLAN**

44.1 Full, free and interrupted access by the owner of the lot benefited and any person authorised by the owner of the lot benefited to the transmission and enjoyment of light and ventilation over and across the Easement Site without any obstruction or interruption caused by or resulting from the erection, construction or presence of any building, structure or other thing on, in or over the Easement Site.

44.2 The provisions of clause 48 apply to this easement.

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 28 of 38 Sheets)**

Plan: DP1210614

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

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45. TERMS OF EASEMENT FOR ACCESS AND USE OF THE GARBAGE ROOM AND FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (AC) NUMBERED 45 IN THE PLAN

45.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to

(a) go, pass and repass with or without vehicles or on foot only as appropriate over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Garbage Room and Facilities;

(b) use the Garbage Room and Facilities for the purposes of collecting, storing and disposing of garbage materials from the lot benefited; and

45.2 The provisions of clause 48 apply to this easement.

46. TERMS OF POSITIVE COVENANT NUMBERED 46 IN THE PLAN

The owner of the lot burdened in respect of the System constructed or to be constructed on the lot burdened must:

(a) maintain the System in accordance with the Stormwater Management Report prepared by Cardno (version 3 dated 31 October 2014) (herein called the Stormwater Management Report"); and

(b) ensure that the System is inspected by a competent person in accordance with the requirements of the approved WSUD maintenance plan (Appendix E of the Stormwater Management Report) and keep a record of the inspections, PROVIDED HOWEVER that the authority benefited shall have the right to enter upon the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of emergency):

(i) to inspect, construct, install, clean, repair and maintain in good working order all element of the System to ensure that the water quality targets provided in teh design of the System are achieved;

(ii) to ascertain whether or not there has been any breach of the terms of this covenant; and

(iii) to execute any work required to remedy a breach of the terms of this covenant if the owner of the lot burdened has not within fourteen (14) days of the date of

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receipt by the owner of the lot burdened of written notice from the authority benefited requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the authority benefited's other remedies the authority benefited may recover as a liquidated debt the cost of such remedial work from the owner of the lot forthwith upon demand.

46.2 The System referred to in this Positive Covenant means:

(i) the inlet letterbox pit on Old Canterbury Road contained in the Easement to Drain Water (G1) noted on the Plan;

(ii) the outlet pit and filtration system adjacent to the light rail contained in the Easement to Drain Water (G1) noted on the Plan; and

(iii) the two outlet pits contained in the Easement for maintenance and access to Stormwater Pits 2 and 1.6 Wide (K),

as shown on the following plans:

(1) Plan of "Works as Executed" LTS Lockley Reference 41625-43287WAE dated 10-05-2016 (2 sheets); and

(2) works-as-executed AT & L plans prepared by Jason Raic of LTS Lockley dated 1.4.2015-24.8.2015 (Ref:41812WAE) and 22.10.2015 – 30.11.2015 (Ref: 42554CIV-WAE) and :

(a) C003 Issue 10;

(b) C011 Issue 7;

(c) C012 Issue 6;

(d) C013 Issue 8;

(e) C015 Issue 6;

(f) C016 Issue 5;

(g) C017 Issue 4;

(h) C018 Issue 4;

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(i) C019 Issue 4;

(j) C020 Issue 4;

(k) C021 Issue 4;

(l) C022 Issue 5;

(m) C023 Issue 4;

(n) C030 Issue 10;

(o) C031 Issue 11;

(p) C032 Issue 4; and

(q) C060 Issue 8.

46.3 This positive covenant cannot be released, varied or modified without the consent of the authority benefited.

47. TERMS OF EASEMENT TO DRAIN WATER VARIABLE WIDTH LIMITED IN STRATUM (G1) NUMBERED 47 IN THE PLAN

47.1 An easement in the terms of the Easement to drain water in Part 3 of Schedule 8 of the *Conveyancing Act 1919* is created.

47.2 This easement cannot be released, varied or modified without the consent of the authority benefited.

48. INTERPRETATION

48.1 The provisions of this clause 48 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 48 or part thereof applies to that easement.

48.2 Access under this easement must be available 24 hours per day, subject to such security requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.

48.3 If any person exercises or purports to exercise the rights granted by this easement, that person:

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(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must cause as little damage as is practicable to the lot burdened and any Improvements on it and if damage is caused, to restore the lot burdened and any Improvements on it as nearly as practicable to their condition prior before the damage occurred; and

(f) must not obstruct the use of the lot burdened.

48.4 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement including but not limited to, Shared Area/Facility Costs (as that term is defined in the Building Management Statement) in the proportions set out in the Building Management Statement and pay their contribution in the manner and at the times stipulated in the Building Management Statement.

48.5 Where the owner of the lot burdened conducts any repairs and/or alterations to the lot burdened which may affect the rights of the owner of the lot benefited and any person authorised by the owner of the lot benefited to enjoy the rights under this easement, the owner of the lot burdened must (except in the case of and for the duration of any emergency):

(a) ensure that as far as practicable the rights granted under this easement is maintained; and

(b) consult in good faith with the owner of the lot benefited in relation to the nature and timing of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost effective, efficient and safe manner.

48.6 Despite any other provisions in this easement:

(a) the Building Management Committee may restrict access across and through the lot burdened including but not limited to:

(i) limiting the access rights created by this easement to specific areas and locations within the lot burdened;

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(ii) limiting the times during which the owner of the lot benefited and any person authorised by the owner of the lot benefited may use the access rights created by this easement; and/or

(iii) imposing such other conditions on the access rights created by the easement as are consistent with the cost effective, efficient, safe and effective use of the lot burdened and the lot benefited; and

(b) where a lot burdened is or becomes a Strata Scheme, access across and through the lot burdened is restricted to the Common Property of that Strata Scheme.

48.7 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.

48.8 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.

48.9 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement and the Building Management Statement. This easement and the Building Management Statement prevail to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.

48.10 If there is an inconsistency between the Building Management Statement and this easement, the Building Management Statement prevails to the extent of the inconsistency.

48.11 Unless the contrary intention appears in the text of this Instrument, the following terms have the following meaning in this Instrument:

"**Air Conditioning Equipment**" means the air conditioning equipment located on level 6 and the roof level of the building constructed on the lot burdened.

"**building constructed on the lot burdened**" means the building known as "Tribeca" in the Building Management Statement.

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"**Building Management Committee**" means the committee formed under the Building Management Statement.

"**Building Management Statement**" means the building management statement created pursuant to the *Conveyancing Act 1919* in relation to Lots 31, 32, 33 and 34 in the Plan and where a lot burdened or benefited is or becomes a Strata Scheme, a reference to "Building Management Statement" means a reference to the Strata Management Statement.

"**Building Rooftop TV Aerial**" means the rooftop TV aerial located on the roof level of the building constructed on the lot burdened.

"**Car Washing Bays**" means the car washing bays located on basement level 1 of the building constructed on the lot burdened.

"**Carpark Exhaust Plant Room**" means the carpark exhaust plant room located on basement level of the building constructed on the lot burdened.

"**Carpark Loading Zone**" means the carpark loading zone located in building constructed on the lot burdened.

"**Carpark Ventilation Overhead Fans**" means the carpark ventilation overhead fans located in the building constructed on the lot burdened.

"**Cold Water Pump Room**" means the cold water pump room located on levels 5 and 6 of the building constructed on the lot burdened.

"**Common Areas**" means those portions of the building constructed on the lot burdened which are designed or are permitted for common use by the owners or occupiers of the same, their tenants and invitees and/or the public.

"**Communications Cupboard**" means the communications cupboard located in the buildings constructed on the lot burdened.

"**Conduits**" means:

(a) in respect of easement numbered 4, all apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps and air plenum; and

(b) in respect of easement numbered 5, means all apparatus or any one or more apparatus

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necessary for the transmission of Fire Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits and traps.

"**Electrical Meter Cupboard**" means the electrical meter cupboard located in the buildings constructed on the lot burdened.

"**Electrical Switch Room**" means the electrical switch room on basement level 1 of the building constructed on the lot burdened.

"**Emergency Egress**" means the fire stairs, passages and fire exit corridors in the lot burdened.

"**Fire Egress**" means the fire stairs, passages and fire exit corridors in the lot burdened.

"**Fire Regulator Panel**" means the fire regulator panel located on the ground level of the building constructed on the lot burdened.

"**Fire Services**" means all services in relation to fire safety.

"**Fire Control Room**" means the fire control room on the ground level of the building constructed on the lot burdened.

"**Garbage Collection Room, Lift and Loading and Unloading Docks**" means the garbage collection room, lift and loading and unloading docks located on basement level 1 and ground level of the building constructed on the lot burdened.

"**Garbage Room and Facilities**" means the garbage room and facilities located on ground level to level 5 of the building constructed on the lot burdened.

"**Gas Regulator**" means the gas regulator located in the building constructed on the lot burdened.

"**Gas Equipment**" means the gas equipment located on levels 5 and 6 of the building constructed on the lot burdened.

"**Hot Water Facilities Room**" means the hot water facilities room located on levels 5 & 6 of the building constructed on the lot burdened.

"**Hydrant Booster and Main Water Meter Room**" means the hydrant booster and main water meter room located on the ground level of the building constructed on the lot burdened.

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 35 of 38 Sheets)**

Plan: **DP1210614**

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

"**Hydrant and Sprinkler Pump Rooms**" means the hydrant and sprinkler pump rooms located on basement level 1 of the building constructed on the lot burdened.

"**Improvements**" means all structures, improvements, equipment and fixtures constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings).

"**Instrument**" means this instrument under section 88B of the *Conveyancing Act 1919* and includes the Plan.

"**Lift**" means

(a) in respect of easement numbered 13, the lift located in the building constructed on the lot burdened; and

(b) in respect of easement numbered 14, the lift located in the building constructed on the lot burdened; and

"**Managers Facility**" means the managers facility located on the ground level of the building constructed on the lot burdened.

"**MDF & Comms Room**" means the mains distribution frame and communications room located on basement level 1 of the building constructed on the lot burdened.

"**Mechanical Ventilation Plant Room**" means the mechanical ventilation plant room located on basement levels 1 and 2 of the building constructed on the lot burdened.

"**owner of the lot benefited**" means every person who is at any time entitled to an estate or interest in the lot benefited, including without limitation, any freehold or leasehold estate or interest in possession in the lot benefited and each part of the lot benefited and any Owners Corporation in relation to the lot benefited.

"**owner of the lot burdened**" means every person who is at any time entitled to an estate or interest in the lot burdened, including without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened and any Owners Corporation in relation to the lot burdened.

"**Owners Corporation**" means an owners corporation constituted under the *Strata Schemes Management Act 1996* and any similar body corporate service with the same functions and purposes as an owners corporation.

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 36 of 38 Sheets)**

Plan: **DP1210614**

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

"**Plan**" means the deposited plan registered together with this Instrument.

"**Pool and Gymnasium Facility**" means the pool and gymnasium facility located on the basement level 1 and ground level of the building constructed on the lot burdened.

"**Pool and Gymnasium Facility Lift**" means the pool and gymnasium facility lift located on basement level 1 and ground level of the building constructed on the lot burdened.

"**Post Box Room**" means the post box room located on parking level 1 of the building constructed on the lot burdened.

"**Rooftop Communications Room, Dish and Equipment**" means the rooftop communications room, dish and equipment located on the roof level of the building constructed on the lot burdened.

"**Services**" means all services involving the transmission of water, gas, electricity, telephone, sewerage, drainage, security, monitoring, lighting, closed circuit television video and audio services, all services involving communications, air-conditioning, exhaust air, stormwater, mechanical ventilation and all other services of whatever kind as are or may be reasonably necessary from time to time for use of the lot benefited and all buildings and structures erected on or within the lot benefited.

"**Sewer Connection**" means the sewer connection located on the lot burdened.

"**Stormwater Pits**" means the stormwater pits located on the lot burdened.

"**Stormwater Pump Out Pits**" means the stormwater pump out pits located on basement level 2 of the building constructed on the lot burdened.

"**Stormwater Filtration System**" means the stormwater filtration system in the building constructed on the lot burdened.

"**Strata Management Statement**" means the strata management statement created pursuant to the *Strata Schemes (Freehold Development) Act 1973* in relation to a strata plan applying to Lots 31, 32, 33 and 34 in the Plan.

"**Valve Room**" means the valve room located on the ground level of the building constructed on the lot burdened.

"**Visitor Parking Spaces**" means the visitor parking spaces located on parking level of the building constructed on the lot burdened.

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres **(Sheet 37 of 38 Sheets)**

Plan: **DP1210614**

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

EXECUTED by
KARIMBLA PROPERTIES (NO. 23) PTY LTD ACN 115 511 236 in accordance section 127 of the Corporations Act 2001 by)

KARIMBLA PROPERTIES (NO. 23) PTY LIMITED Common Seal A.C.N. 115 511 236

Signature of Authorised Person

DIRECTOR
Office held

DAVID CREMONA
Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY
Office held

ROBYN McCULLY
Name of Authorised Person (please print)

EXECUTED on behalf of **MARRICKVILLE COUNCIL** by its Authorised Officer)

Signature of Witness

Joseph Bertacco
Name of Witness (please print)

2-14 Fisher St Petersham NSW 2049
Address of Witness

Signature of Authorised Officer

JAMIE ERKEN
Name of Authorised Officer (please print)

Council's Authorised Person

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Instrument setting out terms of easements or profit 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

Lengths are in metres

DP1210614

Plan of subdivision of Lot 100 in DP 1206848 covered by Subdivision Certificate No.

EXECUTED for and on behalf of **AUSGRID**)
by Michael McHugh its)
duly constituted Attorney pursuant to Power of)
Attorney registered Book ~~4528~~ 4693 No. ~~401~~ 331 in the)
presence of:)

.....
Witness

Lisa Jane Anderson
.....
Name of Witness (please print)

570 George Street, Sydney, NSW, 2000
Address of Witness

.....
Attorney

Manager - Property & Fleet

Council's Authorised Person

REGISTERED 18.7.2016

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Residual Document Version 05

Lodger Details

Lodger Code	503641D
Name	LAWAGENTS
Address	PO BOX 6444 NORWEST 2153
Lodger Box	312D
Email	ONLINE@LAWAGENTS.COM.AU
Reference	ISM-SP93231 - 3

Land Registry Document Identification

AT656603

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/SP93231	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP93231
Other legal entity

Meeting Date

30/08/2023

Added by-law No.	
Details	SPECIAL BY-LAW 1
Repealed by-law No.	
Details	NOT APPLICABLE
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
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. SP93231
Signer Name	KYLIE DAISLEY
Signer Organisation	TOLWILLOW PTY. LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	30/11/2023

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This seal is electronically affixed in accordance with section 17A of the Strata Schemes Management Regulation 2016.

Ben Gibbons

Electronic signature of me, Benjamin Gibbons, affixed at my direction on (20/11/2023)

Authority: Strata Manager
Licence: 20242110

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1. NOISE

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

2. VEHICLES AND VISITOR PARKING (AMENDED ON 26 OCTOBER 2020)

2.1 In this by-law:

administration fee means the sum of $200 or of such other amount as determined or incurred pursuant to this by-law by the strata committee or the owners corporation from time to time;

Act means the *Strata Schemes Management Act 2015 (NSW);*

invitee means a person on the lot or common property with the express or implied consent of an owner or occupier, other than an owner or occupier.

strike notice means the notice issued by the strata committee or by the building manager or concierge to an owner or occupier who uses or permits a visitor to use a visitor car space for a longer period than is permitted in this by-law or otherwise in breach of this by-law.

vehicle means motor cars, motor cycles, bicycles, boats, caravans, trucks, trailers and any vehicle on wheels.

visitor is an invitee or person or persons entering onto lot or common property as a bona fide person visiting an owner or occupier (and is not a person who stays in that owner's or occupier's lot for more than two consecutive nights at any one time).

visitor car space means those common property car spaces designated and marked as parking for visitors.

2.2 An owner or occupier of a lot must not park or stand any motor vehicle on common property including in a visitor car space.

2.3 An owner or occupier must ensure that their visitors do not park in a visitor car space for any longer than 12 hours at any one time except with written approval of the owners corporation or strata committee.

2.4 An owner or occupiers of a retail lot must use best endeavours to ensure that their employees/staff do not park a vehicle in a visitor car space.

2.5 The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Act and the by-laws:

(a) the power to do one or more of the following in respect of a vehicle, the property of an

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owner or occupier of a lot, parked on common property or in visitor car space contrary to by-law 2.2 or 2.3:

(i) the power to remove the vehicle from the common property or visitor car space; and/or

(ii) give that owner or occupier a strike notice under this by-law to the effect that the Owners Corporation has formed the view that they have breached this by-Law;

(iii) erect a temporary barricade to prevent a vehicle parked by that owner or occupier or their visitor in a visitor car space from leaving that space.

(b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

2.6 If the Owners Corporation blocks in a vehicle the Owners Corporation must not:

(a) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or

(b) demand any payment for or in relation to the release of the vehicle.

2.7 The Owners Corporation may charge an owner or occupier the administration fee to cover the Owners Corporation's direct and indirect administrative and service costs and expenses incurred by it as a result of it issuing a strike notice and attending to issuing notices and undertaking actions relating to the breach of this by-law.

2.8 The Owners Corporation may:

(a) recover any administration fee from the owner, if not paid at the end of one month after becoming due and payable, together with simple interest at an annual rate of 10%; and

(b) recover as a debt any costs (including, but not limited to , the administration fee) payable by an owner pursuant to this by-law, not paid at the end of one month after they become due and payable , together with any interest payable and the expenses (including legal costs) of the owners corporation incurred in recovering those amounts .

2.9 An owner or occupier of a lot must not under any circumstances , wash or perform any mechanical duties to their motor vehicle on common property . This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan .

2.10 For the purposes of section 651 B(1) of Local Government Act 1993, an owner or occupier of a lot and their invitees expressly consent to the Owners Corporation exercising the powers and authorities stated in by-law 2.5 in relation to any vehicle owned by them.

3. OBSTRUCTION OF COMMON PROPERTY

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

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4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

(a) damage any lawn , garden , tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

5.1 An owner or occupier of a lot must not mark , paint, drive nails or screws or the like into , or otherwise damage or deface, any structure that forms part of the common property without

5.2 An approval given by the Owners Corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

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

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

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

8. BEHAVIOUR OF INVITEES

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

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9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

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

10. DRYING OF LAUNDRY ITEMS

10.1 An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11. CLEANING WINDOWS AND DOORS

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

12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

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

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

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH THE COMMON PROPERTY

13 .1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so .

14. FLOOR COVERINGS

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

14.2 This by -law does not apply to floor space comprising a kitchen , laundry, lavatory, bathroom or any other area that is either parquetry or tiled at the time of the registration of the strata plan.

15. GARBAGE REMOVAL

15. An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be

authorised by the Owners Corporation, in clean and dry condition, and adequately covered a receptacle for garbage,

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

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(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the Owners Corporation and at a time at which garbage is normally collected ,

(d) when the garbage has been collected , must promptly return the receptacle to the lot or other area referred to in paragraph 15 .1 (a) ,

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

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

16. KEEPING OF ANIMALS

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the Owners Corporation which consent may be withdrawn in circumstances where the Owners. Corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal that is a pet, may, with the prior written approval of Meriton or the Owners Corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the Owners Corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

17. APPEARANCE OF LOT

17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building

18. NOTICE BOARD

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

19. CHANGE IN USE OF LOT TO BE NOTIFIED

19.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if

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the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

20. PROVISION OF AMENITIES OR SERVICES

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

20.2 For the purpose of inspecting the lot, the Owners Corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

21. USE OF LIFTS

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

22. MAINTENANCE OF BUILDING AND COMMON PROPERTY - REPEALED ON 28 APRIL 2020

23. POOL

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna, and the pool area, within the parcel.

23 .2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10 pm and 6 am.

23 .3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control. accompanies any children who are in their care when the children are in the pool.

23.5 The Owners Corporation may make rules regarding the pool.

23 .6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

(a) smoking, eating or drinking;

(b) consuming alcohol;

(c) using bottles or glass;

(d) running, jumping, or diving;

(e) using balls, boogie boards, or large inflated objects.

(f) using soap, bubble bath, or shampoo;

(g) be inadequately clothed; and

(h) nude bathing.

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23. 7 The Owners Corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the Owners Corporation by the original owner. The owner's corporation acknowledges that if it breaches this by-law:

(a) any warranties or guarantees given by the manufacturer, builder, installer, or maker of the Pool Plant may be rendered void; and

(b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the Owners Corporation by the original owner.

24. AIR CONDITIONING

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24 .2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters, of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot.

24.4 Without limiting by -law 24 .1 or 24.2, in respect of the air-conditioning facilities and equipment under by-law 24 .3, the relevant proprietor shall be responsible for: •

(a) proper maintenance and keeping it in a state of good and serviceable repair ;

(b) installation and removal ;

(c) replacement at reasonable intervals or as necessary ;

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(d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and

(e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

25. FACILITIES

25 .1 Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the Owners Corporation.

26. COMMERCIAL SIGNS

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (I only) advertising the availability of the commercial premises for sale or lease.

26 .2 All commercial signage in the development must be of identical size and dimensions.

26.3 The Owners Corporation shall have the right to remove any signage that does not comply with this by-law.

27. CONSENT TO USE

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the Owners Corporation provided that all relevant statutory approvals have been obtained.

27.2 The Owners Corporation must promptly · execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

28. CARET AKER - REPEALEO ON 28 APRIL 2020

29. LETTING BUSINESSES - REPEALED ON 28 APRIL 2020

30. STOREROOM - REPEALED ON 28 APRIL 2020

31. ACCESS KEY

31 .1 If the Owners Corporation restricts access to parts of the common property, the Owners Corporation may give an owner or occupier of a lot and "access key". The Owners Corporation may charge an owner of a lot a ($50) bond for extra or replacement access keys. This bond is refunded to the owner on return of the access key.

31 .2 An owner or occupier of a lot must:

(a) take all reasonable steps not to lose access keys,

(b) return all access keys to the Owners Corporation if they are not needed or if any occupier of a lot vacates the building,

(c) notify the strata manager immediately if an access key is lost.

31.3 An owner of a lot that leases or licenses their lot must notify the Owners Corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must

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include a requirement in the lease or licence that the occupier of the lot must return the access keys to the Owners Corporation when they move our of the building.

31.4 An owner or occupier of a lot must not:

(a) copy an access key ;

(b) give access keys.

31 .5 Access keys belong to the Owners Corporation.

32. BALCONIES

32 .1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if: •

(a) it will not cause damage, or is not likely to cause damage; or

(b) it is not dangerous, a nuisance, or a hazard.

32.2 The Owners Corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

(a) properly maintain the soil and plants in the planter boxes; and

(b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. ENCLOSED BALCONIES

33.1 The owner or occupier of a lot must not, without the consent of the Owners Corporation, place any curtains, vertical blinds, or adhesive tinting on any enclosed balcony within the lot.

34. BUILDING SAFETY

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular, must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

35. COMMERCIAL WASTE

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

36. GOVERNMENT CHARGES

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

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37. INTERPRETATION

37.1 In these by-laws:

(a) a singular word includes the plural and vice versa,

(b) a word which suggests one gender includes the other genders, and

(c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

38. LITIGATION- REPEALED ON 28 APRIL 2020

39. MAINTENANCE CONTRACTS - REPEALED ON 28 APRIL 2020

40. OVERCROWDING

40.1 An owner of a lot must not, and an occupier of a lot must not, allow the number of persons who sleep overnight in the lot to exceed the number obtained in accordance with the following formula:

M = 2 x B

Where:

M is the maximum number of people permitted to sleep overnight in the lot inclusive of the owner of a lot or occupier of a lot (as the case may be); and

B is the number of bedrooms in the lot.

40.2 An owner of a lot must include in any lease or licence or other document which grants rights of occupation to the lot ("tenancy agreement"), a clause in the tenancy agreement which has the effect of this by-law.

40 .3 By-law 40 .1 does not apply to an owner of a lot who actually occupies the lot and the owner's immediate family, being the owner's partner and children.

41. SECURITY

41.1 The Owners Corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

42. ANNUAL CERTIFICATION- REPEALED ON 28 APRIL 2020

43. ADAPTABLE LOT

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the Owners Corporation must, at its cost, install electromagnetic devices to the nearest garbage chute room door to comply with AS 1428.

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44. FIRE SPRINKLERS AND RESTRICTION ON STOREROOM

44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.

44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

45. FLOOD EMERGENCY RESPONSE PLAN

45.1 The Owners Corporation is required to implement a Flood Emergency Response Plan generally in accordance with the recommendations in the Stormwater Management Report prepared by Cardno (version 3 dated 31 / 10/14) (and as amended from time to time) and shall also include, without limit, the following:

(i) an evacuation plan in case of inundation of the underground car park;

(ii) suitable pumps shall be provided within the car park to allow for the drainage of stormwater should the underground car park become inundated during flooding ;

(iii) adequate flood warning systems , signage, and exits shall be available to allow safe and orderly evacuation ;

(iv) a written copy of the plan being made available to every owner and occupier and re-distributed every 2 years; and

(v) annual evacuation drills to be undertaken.

46. STORMWATER TREATMENT FACILITY

46.1 The Owners Corporation is required to:

(a) maintain the stormwater treatment facility as outlined in the Stormwater Management Report prepared by Cardno (version 3 dated 31 /10/14) (and as amended from time to time);

(b) engage a competent person to inspect the stormwater treatment facility in accordance with the requirements of the Water Sensitive Urban Design maintenance plan approved by the relevant authorities; and

(c) keep a record of all inspections of the stormwater treatment facility.

47. COMMUNITY CENTRE

47.1 The owner of the Community Centre within the strata scheme is Inner West City Council ("Council").

47.2 Council must ensure that:

(a) no drug/alcohol rehabilitation meetings or programs shall be permitted at the Community Centre;

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(b) all users of the Community Centre must be adequately clothed and not under the influence of alcohol or drugs or behave in a manner reasonably likely to cause alarm, offence or embarrassment to the owners or occupiers of the building ;

(c) no more people than permitted under the Building Code of Australia shall be permitted at any time in the Community Centre;

(d) The community Centre and the immediately surrounding area must be kept clean and tidy at all times at no cost to the owners or Owners Corporation ;

48. SMOKING (PASSED ON 26 OCTOBER 2020)

48.1 An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on a balcony, in a courtyard, or on common property.

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

49. RECOVERY OF COSTS FOR DAMAGE TO COMMON PROPERTY (PASSED ON 26 OCTOBER 2020)

Introduction

49.1 The purpose of this by-law is to assist the Owners Corporation to better manage and administrate the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs and expenses.

Damaging common property, personal effects, disposing rubbish and false fire alarms

49.2 An owner, occupier, or invitee must not dump, dispose, or leave any rubbish or personal effects on common property;

49.3 An owner, occupier or invitee must not damage any common property in any way, by their acts or omissions;

49.4 An owner, occupier, or invitee must not trigger a false fire alarm.

49.5 An owner, occupier, or invitee must not leave, deposit, keep on a temporary or recurring basis or otherwise any personal items or effects on common property.

49 .6 Each owner must use best endeavors to ensure that their occupiers and invitees do not:

(a) dump, dispose or leave any rubbish on common property;

(b) damage common property.

(c) leave, deposit, keep on a temporary or recurring basis or otherwise any personal items or effects on common property; and

(d) trigger a false fire alarm.

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49 .7 An owner is vicariously liable for the acts or omissions of their occupiers and invitees to the lot in respect of clause 49.2 - 49.5.

49 .8 Each occupier must use best endeavors to ensure that their invitees do not:

(a) dump, dispose or leave any rubbish on common property;

(b) damage common property;

(c) leave, deposit, keep on a temporary or recurring basis or otherwise any personal items or effects on common property; and

(d) trigger a false fire alarm; and

49 .9 An occupier is vicariously liable for the acts or omissions of their invitees to the lot in respect of clause 49 .2-49.5. Owners Corporation's power in the event of a breach of this by-law.

49 .10 If an owner or occupier breaches this by-law, the Owners Corporation may :

(a) if the breach is of clause 49.2, 49.6(a) , 49.6(c), 49 .8(a) or 49 .8(c) recover from the owner, occupier, invitee, or person responsible jointly and severally the costs and expenses incurred by the owners corporation for the disposal of that rubbish or personal effects on common property ;

(b) if the breach is of clause 49.4 or 49.6(d) or 49 .8(d) recover from the owner, occupier, invitee or person responsible jointly and severally the costs and expenses incurred by the owners corporation for that false fire alarm; and

(c) if the breach is of clause 49.3, 49.6(b) or 49.8(b) recover from the owner, occupier invitee, or person responsible jointly and severally its costs or damages flowing from that breach , including :

(iv) the cost of repairing the damaged common property; or

(v) any amount payable to the owners corporation's insurer, such as any excess or increased premiums, and the costs and expenses (including solicitor-client costs on an indemnity basis) of recovering those costs.

(d) issue an invoice to the owner, occupier, invitee or person responsible and, if such invoice is issued to an owner, record the debt on the ledger kept by the Owners Corporation for the owner's lot, such that if the debt is not paid the owner is an unfinancial owner.

Legislation for disposal of abandoned goods

49.11 Notwithstanding the provisions of the by-law, the Owners Corporation may take action in accordance with the Uncollected Goods Act 1995 (NSW).

Recovery

49.12. A debt will be recoverable in the same manner as unpaid contributions.

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49.13 A debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the debt, bear interest at the same rate as unpaid contributions under section 85 of the Act.

49.14 The Owners Corporation may recover all of its costs and expenses (including solicitor-client costs) of recovering a debt on an indemnity basis.

Interpretation

49.15 In this by-law:

Act means the Strata Schemes Management Act 2015.

debt means any amount payable to the Owners Corporation under this by-law.

false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organization:

(a) is required to attend the strata scheme (including lot and common property); and

(b) charges the Owners Corporation a fee for that attendance.

invitees means a person on the lot or common property with the express or implied consent of an owner or occupier, other than an owner or occupier.

occupier means the lessee, licensee or otherwise the occupier of a lot (not being the owner of the lot).

owner means the registered proprietor, or mortgagee in possession, for the time being of a lot.

personal items or effects means, without limitation, any personal belongings, shoes, toys, furniture and other items.

Regulations means the Strata Schemes Management Regulation 2016.

rubbish means any material, item, good or object.

49.16 Any term used in this by-law that is defined in the Act will have the same meaning in this bylaw as it does in the Act.

49.17 If there is any conflict between this by-law and any other by-law of the strata scheme, this bylaw will apply to the extent of that conflict.

49.18 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 bylaw continue to be valid and enforceable.

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50. GYMNASIUM (PASSED ON 26 OCTOBER 2020)

50.1 An owner or occupier of a lot must:

(a) not use the gymnasium between the hours of 10:00 pm and 6 : 00 am (or such other times as may be determined by the strata committee from time to time) ;

(b) not allow invitees use the gymnasium except when accompanied by the owner or occupier;

(c) not make or cause excessive noise (including dropping weights) when using the gymnasium;

(d) use disinfectant wipes to wipe down exercise equipment before and after use;

(e) remain adequately clothed when using the gymnasium, including wearing appropriate shoes;

(f) ensure that children under the age of 16 years are not in the gymnasium;

(g) ensure that animals are not in the gymnasium.

(h) use a towel when using the gymnasium.

51. LOT 122 - EXCLUSIVE USE FOR STORAGE (PASSED ON 26 OCTOBER 2020)

Introduction

51.1 This is a by-law that grants the owner with exclusive use of the exclusive use area subject to the terms of this by -law.

Definitions

51.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

Act means the Strata Schemes Management Act 2015;

authority means a principal certifying authority as defined under the Environmental *Planning and Assessment Act 1979* including any government, semi government, statutory, public or other authority having any jurisdiction over the lot;

building means the building situated at 16 - 22 Hudson Street, Lewisham NSW 2049.

compensation means $5 ,000 payable by the owner to the owners corporation for the rights to the exclusive use area;

exclusive use area means the area marked "A" located underneath the western carpark of Building A of the building, measuring a total 10.5m x 3.1 m (with a stratum height of 2.4 metres above the upper surface of the floor) as depicted on the plan annexed to this by-law;

lot means lot 122 in strata plan no . 94030 ;

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owner means the owner of lot 122 in strata plan no. 94030 and includes any successor in title to the current owner of the lot ;

storage cage means the existing storage cage bound by a colourbond fence and security mesh to be used to store goods and chattels.

works means the works involved with constructing a stud wall dividing the existing storage cage to create two separate and distinct storage cages as depicted on the plan annexed to this by-law;

Rights

51.3 The owner has:

(a) the right and special privilege to undertake and keep the works; and

(b) the right of exclusive use of the exclusive use area; subject to the terms of this by-law.

General rights and obligations

51.4 The owner must:

(a) keep the exclusive use area clean and tidy ;

(b) not store any flammable or dangerous goods in the exclusive use area;

(c) not carry out any alterations or additions to or do any works in the exclusive use area (other than those approved under this by-law or any other by-law) ;

(d) immediately after it has occurred and at the owner's cost make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident;

(e) at the owner's expense, comply with any notice, order or requirement of any authority, or other statutory authority, Tribunal or Court relating to the works or the exclusive use area;

(f) indemnify and keep indemnified the owners corporation against any actions, proceedings, claims, demands, liabilities, expenses, losses or damage the owners corporation incurs as a result of the exclusive use and works including, without limitation, any liability under s. 122(6) of the Act.

Compensation

51.5 The owner must pay to the owner's corporation the compensation within 14 days of receipt of notice of registration of this by-law.

51.6 If the compensation is not paid by the due date interest will accrue at the same rate as unpaid contributions under section 85 of the Act and the owner is liable to pay the owners corporation's costs and expenses of recovering the compensation.

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52. LOT 211 - EXCLUSIVE USE FOR STORAGE (PASSED ON 26 OCTOBER 2020)

Introduction

52.1 This is a by-law that grants the owner with exclusive use of the exclusive use area subject to the terms of this by-law.

Definitions

52.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

Act means the Strata Schemes Management Act 2015:

authority means a principal certifying authority as defined under the *Environmental Planning and Assessment Act 1979* including any government, semi government, statutory, public or other authority having any jurisdiction over the lot ;

building means the building situated at 16 - 22 Hudson Street, Lewisham NSW 2049.

compensation means $5,000 payable by the owner to the owners corporation for the rights to the exclusive use area;

exclusive use area means the area marked **"B"** located underneath the western carpark of Building A of the building, measuring a total of 10.5m x 3 . 1 m (with a stratum height of 2.4 metres above the upper surface. Of the floor) as depicted on the plan annexed to this by-law ;

lot means lot 211 in strata plan no. 94594;

owner means the owner of lot 211 in strata plan no . 94594 and includes any successor in title to the current owner of the lot ;

storage cage means the existing storage cage bound by a colourbond fence and security mesh to be used to store goods and chattels .

works means the works involved with constructing a stud wall dividing the existing storage cage to create two separate and distinct storage cages as depicted in the plan annexed to

this by-law.

Rights

52.3 The owner has:

(a) the right and special privilege to undertake and keep the works; and

(b) the right of exclusive use of the exclusive use area; subject to the terms of this by -law.

General rights and obligations

52.4 The owner must:

(g) keep the exclusive use area clean and tidy;

(h) not store any flammable or dangerous goods in the exclusive use area;

(i) not carry out any alterations or additions to or do any works in the exclusive use area (other than those approved under this by-law or any other by-law);

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(j) immediately after it has occurred and at the owner's cost make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident;

(k) at the owner's expense, comply with any notice, order or requirement of any

authority, or other statutory authority, Tribunal or Court relating to the works or the exclusive use area;

(I) Indemnify and keep indemnified the owners corporation against any actions, proceedings, claims, demands, liabilities, expenses, losses, or damage the owner corporation incurs as a result of the exclusive use and works including, without limitation, any liability under s. 122(6) of the Act.

Compensation

52.5 The owner must pay to the owners corporation compensation within 14 days of receipt of notice of registration of this by-law.

52.6 If the compensation is not paid by the due date interest will accrue at the same rate as unpaid contributions under section 85 of the Act and the owner is liable to pay the owners corporation's costs and expenses of recovering the compensation.

53. MINOR RENOVATIONS (PASSED ON 26 OCTOBER 2020)

53.1 The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving or withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015)* and of imposing conditions on such approval.

53.2 The owners corporation in like manner may revoke any such delegation.

53.3 The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

54. LOT 166 - EXCLUSIVE USE OF COMMON PROPERTY

Definitions and Interpretation

54.1 In this bylaw, unless the context or subject matter otherwise indicates or requires:

Act means the Strata Schemes Management Act 2015.

common property means the common property in strata plan no. 93231.

compensation means $72,111. 70 + GST payable for the exclusive use area;

CPI means the number calculated by reference to the formula CPI= CPl1 /CPl2 where:

CPl1 = the Consumer Price Index (All groups Sydney) number published by the Australian Bureau of Statistics, current immediately before the repayment date;

CPl2 = the Consumer Price Index (All groups Sydney) number published by the Australian Bureau of Statistics, current immediately before the payment date;

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exclusive use area means that area identified in the plan and marked "CS1 ";

lot means lot 166 in strata plan no. 93231 ;

owner means the registered owner, or mortgagee in possession, for the time being of the lot;

owners corporation means the owners corporation created by the registration of strata plan no. 93231 ;

payment date means the date the owners corporation receives the compensation;

plan means the plan attached to this by-law as Schedule 1 ;

repayment date means the date referred to in clause 12(c) of this by-law;

resolution date means the date the motion containing this by-law is resolved by the owners corporation at a general meeting;

Schedule 1 means Schedule 1 to this by-law.

54.2 In this by-law, a word which denotes:

(a) the singular includes plural and vice versa.

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act;

(d) references to legislation includes references to amending and replacing legislation.

Rights

54.3 The owner has a right to exclusively use the exclusive ive use area subject to the conditions set out in this by-law.

Conditions and obligations

54.4 The owner must:

(a) only use the exclusive use area for a parking or storing a motor vehicle (including motorcycle);

(b) maintain, repair, and keep in a state of good and serviceable repair the exclusive use area;

(c) keep the exclusive use area clean and tidy;

(d) ensure that the exclusive use area remains free of all vehicle lubricants and fluids including but not limited to, oil degreasing agents and tyre black products;

(e) at their sole expense, remove within 48 hours any leaking or spillage onto a lot or common property caused by the owner or their invitees.

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(f) not use a tray or any other collection device to collect spillage or leakage from a vehicle in the exclusive use area as such items are not permitted in the car park;

(g) ensure that the use, maintenance, and repair of the exclusive use area does not interfere with or damage the common property or the property of any other lot owner other than as approved by this by-law. If this happens, the owner must rectify that interference or damage within a reasonable time period;

(h) not store any flammable or dangerous goods or other items in the exclusive use area ;

(i) rectify any damage to lot or common property arising out of the use of the exclusive use area ;

(j) indemnify the owner's corporation against any costs or losses arising out of the use of the exclusive use area.

54.5 Notwithstanding clause 4(b), the owner is not liable for any common property structural work or concrete repairs in the exclusive use area unless that work or repair is a result of any damage caused by the owner or any person using the exclusive use area with authority of the owner.

54 .6 The owner shall indemnify the owners corporation against the following:

(a) any sum payable by the owner's corporation by way of increased premiums for effecting and maintaining building damage insurance and /or public liability insurance , where such increase in premiums is the direct or indirect result of the use of the exclusive use area (other than an increase in premiums attributable to. the use of the exclusive use area for its intended purpose of the ordinary parking of a vehicle);

(b) any expenses, liability, loss, claim 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 or in the course of or by reason of the use of the exclusive use area by the owner;

(c) any liability for damage to the exclusive use area caused by the owners corporation in undertaking any work referred to in section 122 of the Act or in exercising the power of entry for the purposes of or related to such works.

54.7 Without prejudice to the other rights of the owners corporation, the owners corporation or its agents, employees, or contractors may enter upon any part of the exclusive use area for the purpose of inspecting and determining whether the owner has complied with this by-law, at any reasonable time upon 48 hours prior written notice being given to the owner.

54 .8 Without prejudice to the other rights of the owners corporation, if the owner fails or neglects to observe or carry out any obligation referred to in this by-law, including the obligation to maintain and repair and keep clean and tidy the exclusive use area, then the owners corporation or its agents, employees or contractors may:

(a) carry out all work necessary to perform that obligation.

(b) enter upon the exclusive use area to carry out that work at any reasonable time upon 48 hours prior written notice being given to any occupier of the owner ; and may recover the costs of carrying out that obligation as a debt from the owner and include reference to that debt on levy notices and other levy reports or information.

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54 .9 The owner acknowledges that any debt for which the owner is liable under this bylaw is due and payable on written demand or at the direction of the owners corporation and , if not paid at the end of one month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

54.10 As a condition precedent to the entitlement to the exclusive use of the exclusive use area, the owner of the lot must pay the compensation to the owners corporation within one month after the date this by-law is made.

54.11 In the event the Council or other authority determines, directs or orders that the exclusive use area is not permitted to be used for the purpose of parking or storing a motor vehicle, the owner of the lot acknowledges and agrees:

(a) the owners corporation may repeal this by-law;

(b) to provide written consent to this by-law being repealed (with this clause being such written consent).

(c) the owners corporation will pay to the owner of the lot the compensation adjusted for CPI within 14 days after the repeal of the by-law;

(d) it has no other claims, demands, suits, actions, rights howsoever in relation to the making and repeal of this by-law.

Goods and services tax

54.12 In this clause "GST" means any goods and services tax, value added tax or any tax or charge of a like nature levied or imposed in relation to a supply (or deemed supply) of any goods, property (real or otherwise), service or any other thing.

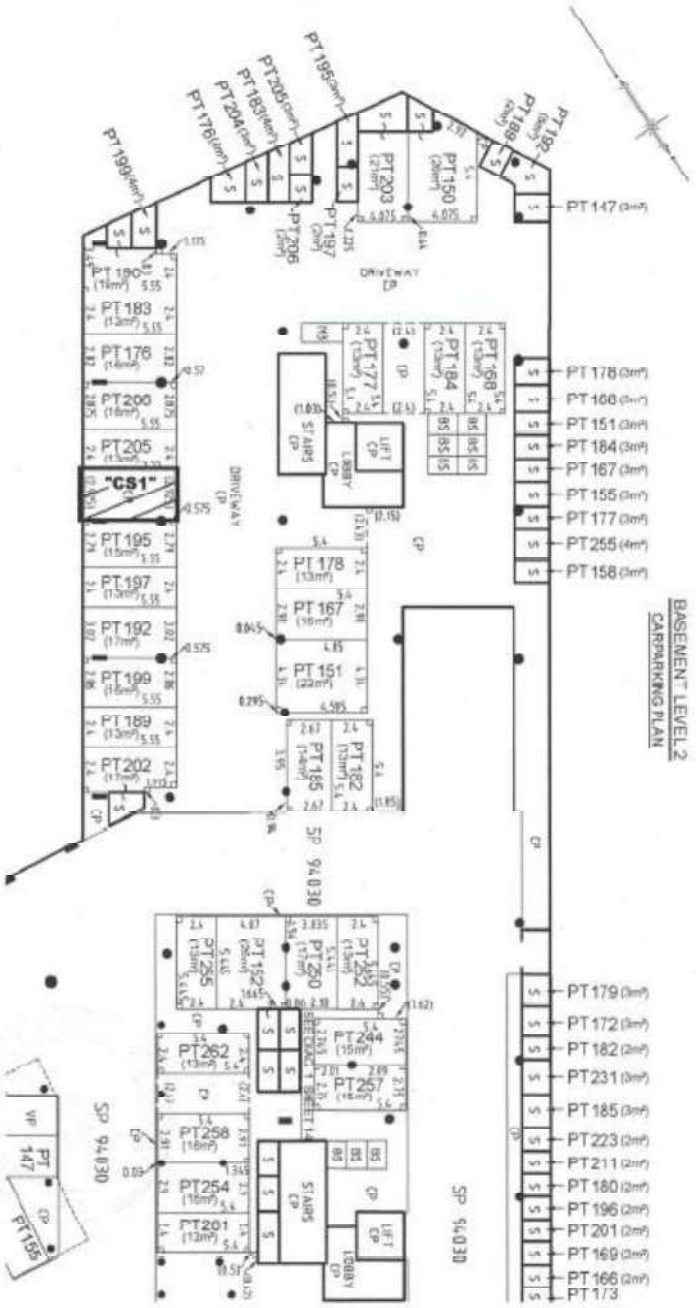
54 .13 Any amount referred to in this by-law which is relevant in determining a payment to be made by one of the parties to the other party is exclusive of GST to the extent that it is not otherwise expressly included.

54.14 If GST is levied or imposed on or in respect of any supply made under or in connection with this by-law, then the amount payable for that supply is increased by the rate at which that GST is levied or imposed.

54. 15 The recipient of such payment must provide to the other party a GST tax invoice (or any other thing required Under any legislation) in the form required, and in the time provided for, by the relevant legislation.

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Schedule 1



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SPECIAL BY-LAW 1 Owner Renovation

A by-law with respect to lot 267 works.

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

(a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and

(b) Those building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

(a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;

(c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and

(d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Costs

The Authorised Owner must pay the owners corporation's reasonable costs in connection herewith (including legal costs, disbursements, strata management costs, and registration costs, but excluding costs of consolidating by-laws other than this by-law for registration).

1.6 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

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(a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or

(b) in any other case, to the extent otherwise required by law.

1.7 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

1.8 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.9 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

(a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;

(b) provide a copy of any such Approvals to the owners corporation;

(c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and

(d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

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2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

(a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:

(i) as reasonably determined from time to time by the owner's corporation; or

(ii) in the absence of such a determination, the amount of $500.

(b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;

(c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

(d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

(a) will not by reason only of so doing be released from that obligation or release that right; and

(b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

(a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.

(b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

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(a) exercise due care and skill; and

(b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

(a) comply with the obligation breached;

(b) repair any damage caused to the property;

(c) clean any rubbish, dirt, debris, or staining caused to the property;

(d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and

(e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

(a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement hereof; and

(ii) in a proper and workmanlike manner and exercising due care and skill.

Note. If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

(a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and

(b) that owner or occupier fails to carry out that work; then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

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2.10 Application of the Civil Liability Act 2002

(a) Owners and occupiers of lots acknowledge and agree that:

(i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and

(ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

(a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and

(b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:

(i) any interest payable; and

(ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

(a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;

(b) the singular includes the plural and vice versa;

(c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;

(d) a reference to a document, includes any amendment, replacement or novation of it;

(e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

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(f) any reference to legislation includes any amending or replacing legislation;

(g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;

(j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;

(k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and

(l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

(a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.

(b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

(a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

(b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein: Approval means:

(a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

(b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;

(c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;

(d) any order, direction or other requirement given or made by an Authority;

(e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and

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(f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 267 in the strata scheme bearing folio identifier 267/SP94594;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

(a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;

(b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;

(c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and

(d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

(a) those parts of the common property which are occupied by the Permitted Works; and

(b) any part of the common property that is, as a result of the Permitted Works altering the effective physical boundaries of the premises the subject of the Authorised Lot:

(i) only accessible from within that premises; or

(ii) enclosed within the effective physical boundaries of that premises; and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015; ***occupier means***:

(a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

(b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and

(c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

(a) the owner of a lot, but only in relation to the lot owned by that owner;

(b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and

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(c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B.

strata plan means strata plan number 93231; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1. **Building Works Conditions**

1.1 **General conditions applying to Building Works**

Building Works must:

(a) be carried out in accordance with and comply with any applicable law or Approval;

(b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;

(c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;

(d) be fit for their purpose;

(e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;

(f) be carried out with due diligence and expedition and within a reasonable time;

(g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;

(h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;

(i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;

(j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;

(k) not adversely affect the structure or support of the parcel;

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(l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and

(m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

(a) ensure the parcel is adequately protected from damage that may be caused by Building Works;

(b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and

(c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

(a) any insurance required by law in connection with Building Works; and

(b) contractors all-risk insurance (including public liability insurance to a limit of not less than $10,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

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1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

(a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and

(b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 Shop front window works

Renovation of the shop front windows of the Authorised Lot, including:

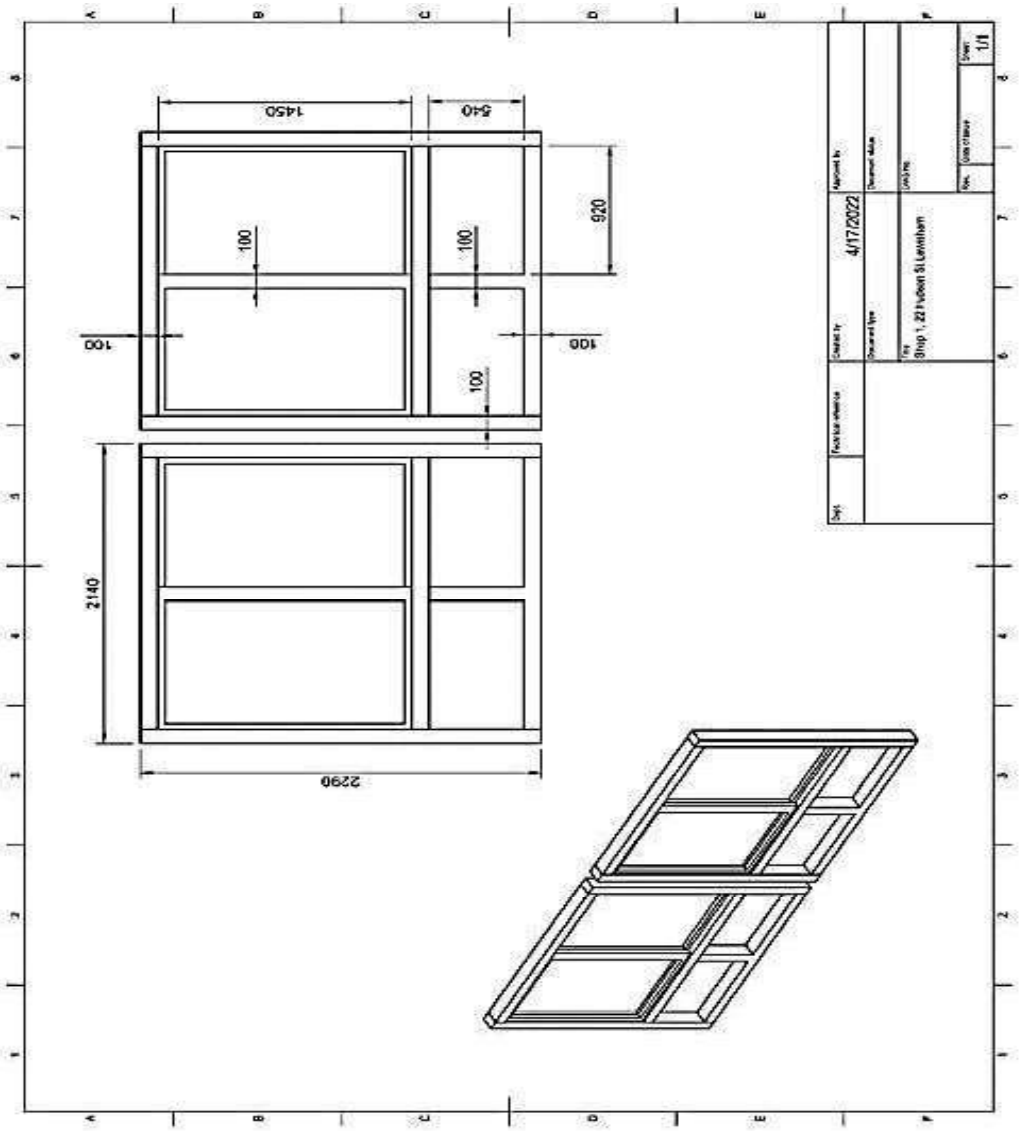
(a) removal of two windows;

(b) installation of two new sliding windows to the existing openings in accordance with the specifications denoted in the annexed diagram; and

(c) sashing, sealing, framing, tracking and glass panelling works as necessary.

1.2 Plans and drawings A reference to, or the incorporation of, a plan, drawing, sketch or diagram herein is taken to be a reference to, or the incorporation of, the original of that document at its original scale.

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THE COMMON SEAL OF OWNERS CORPORATION
93231

This seal is electronically affixed in accordance with section 17A of the Strata Schemes Management Regulation 2016.

Ben Gibbons

Electronic signature of me, Benjamin Gibbons, affixed at my direction on (20/11/2023)

Authority: Strata Manager
Licence: 20242110

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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 93231 was affixed on ^ ....20/11/2023.... 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. Benjamin Gibbons. Authority: STRATA MANAGING AGENT..

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date
* Strike through if inapplicable.



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Form: 15CH
Release: 2·1

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/SP93231

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	LRS Collection Box - 312D Lodged by LawAgents - 123202Y Reference: SP93231	CH

(C) The Owners-Strata Plan No. 93231 certify that a special resolution was passed on 30/8/2023

(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
Amended by-law No. NOT APPLICABLE
as fully set out below:
REFER TO ANNEXURE "A"

(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. 93231 was affixed on 20/11/2023 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: Benjamin Gibbons
Authority: STRATA MANAGING AGENT

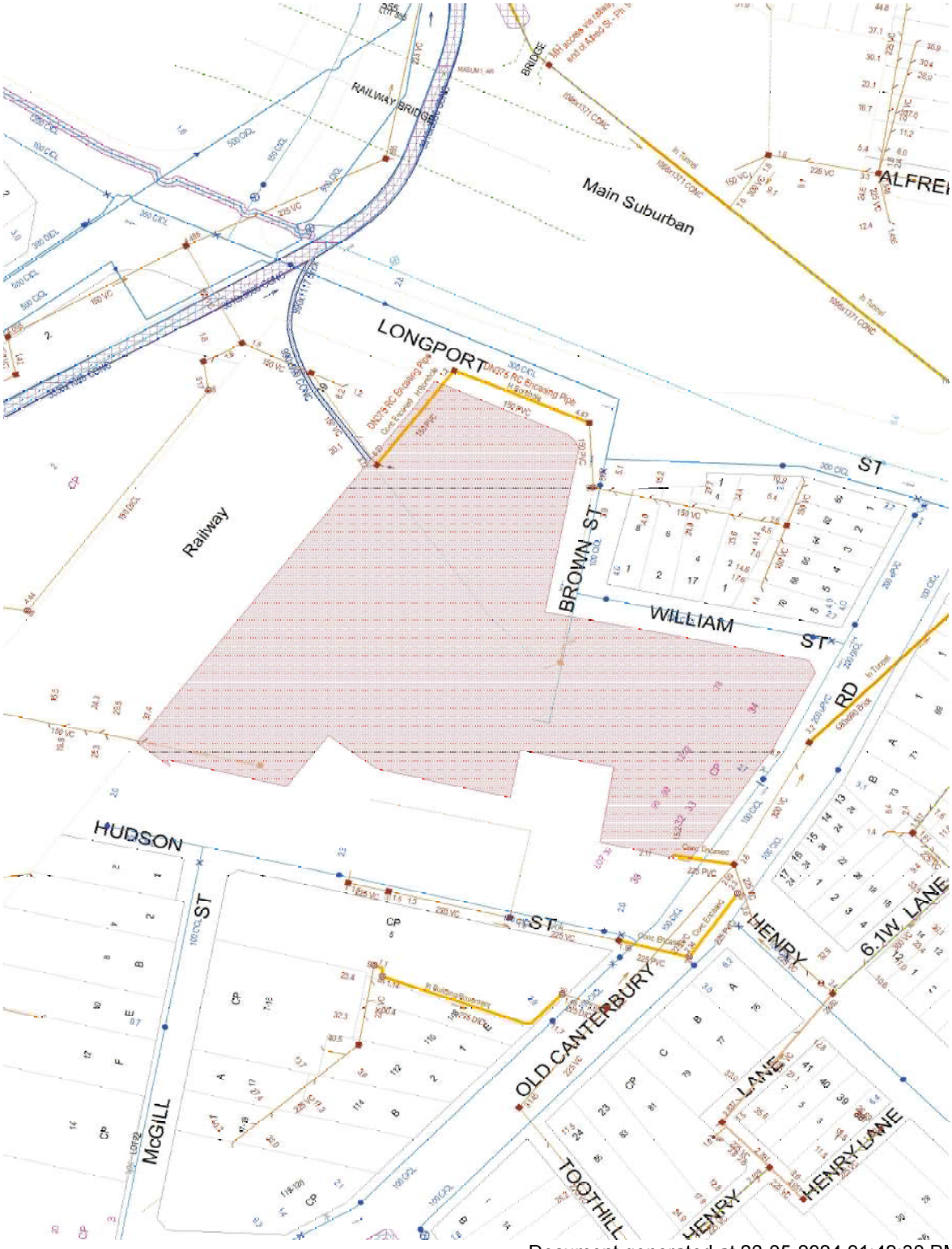
THE OWNERS - STRATA PLAN No. 93231 Common Seal

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Service Location Print

Application Number: 8003411123



Document generated at 22-05-2024 01:42:30 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram.**

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.0
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit)
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number — 25, 6, 26, 8, 27, 10, 28, 12
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram.**

Pipe Types

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

Further Information

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

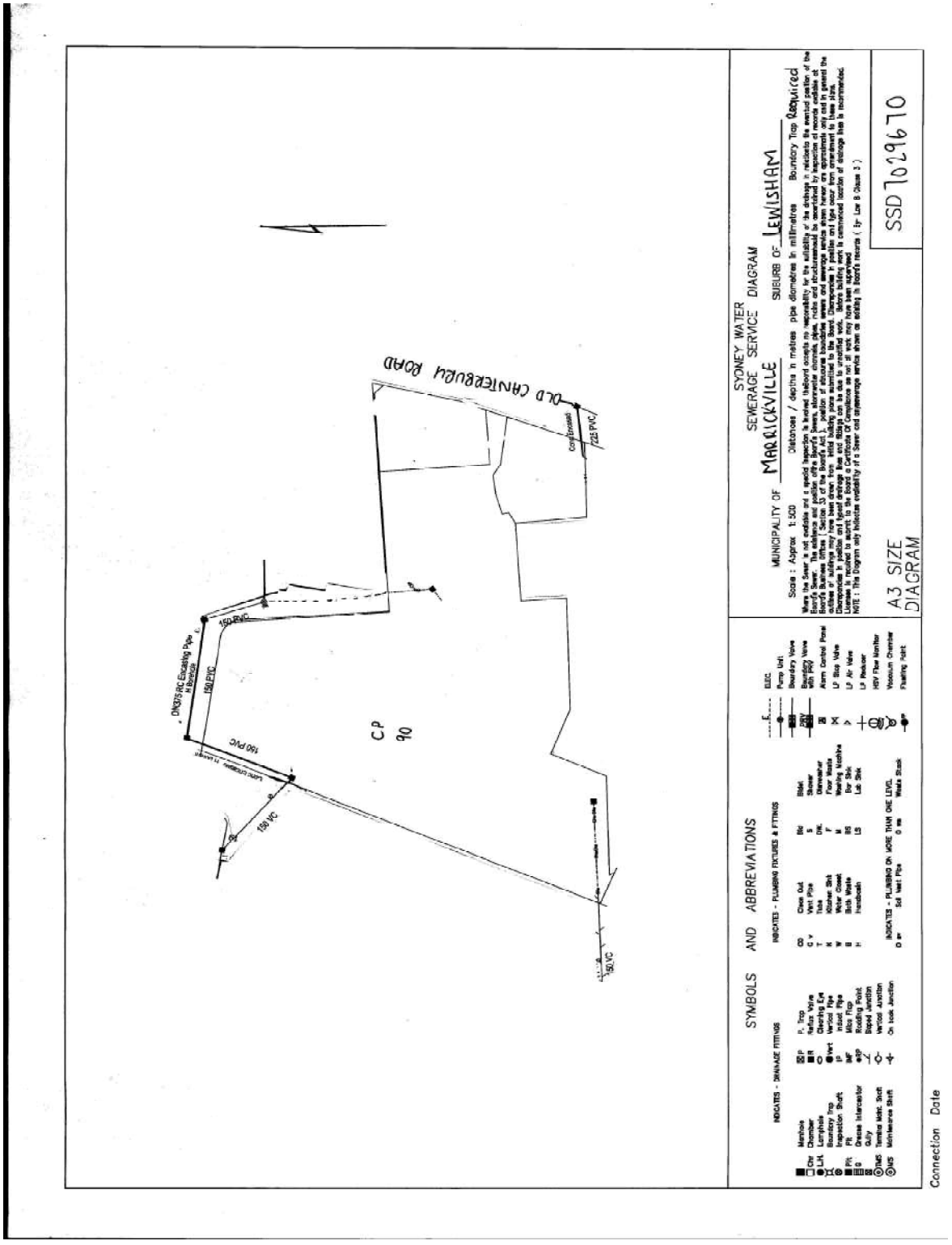
For general enquiries please call the Customer Contact Centre on 132 092

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

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram.**

Sewer Service Diagram

Application Number: 8003411136



Document generated at 22-05-2024 01:42:35 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**.

PLANNING CERTIFICATE

UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Cert. No.: PCT/2026/0598

Fee: $156.00

Certificate Date: 13/02/2026

Applicant	Owner (as recorded by Council)
Anne E Clarke 37 Morris Street SUMMER HILL NSW 2130 anne@aecsolicitor.com.au	Mr A Bosheski & Ms A Bosheski

Subject property address (if applicable)	Legal description
135/22 Hudson Street LEWISHAM NSW 2049	Lot 86 SP 94030

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:

NONE APPLICABLE

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

Inner West Local Environmental Plan 2022

Zone E3 Productivity Support

1 Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.

2. Zoning and land use under relevant environmental planning instruments

- To enhance the visual appearance of the area by ensuring development achieves high architectural, urban design and landscape standards.
- To facilitate development that has suitable floorplates, internal height and flexible spaces that accommodate a mix of medium to large format businesses.

2 Permitted without consent

Nil

3 Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Business premises; Centre-based child care facilities; Community facilities; Depots; Function centres; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Biosolids treatment facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industries; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Rural industries; Sewage treatment plants; Sex services premises; Tourist and visitor accommodation; Transport depots; Truck depots; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Inner West Local Environmental Plan 2022

Zone E4 General Industrial

1 Objectives of zone

- To provide a range of industrial, warehouse, logistics and related land uses.
- To ensure the efficient and viable use of land for industrial uses.
- To minimise any adverse effect of industry on other land uses.
- To encourage employment opportunities.
- To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.
- To protect industrial land in proximity to Sydney Airport and Port Botany and the Greater Sydney Commission's Eastern Economic Corridor.
- To retain existing and encourage new industrial uses to meet the needs of the community.

2 Permitted without consent

Nil

3 Permitted with consent

Agricultural produce industries; Depots; Freight transport facilities; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Intensive plant agriculture; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Markets; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Timber yards; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

2. Zoning and land use under relevant environmental planning instruments

Agriculture; Air transport facilities; Airstrips; Amusement centres; Camping grounds; Caravan parks; Cemeteries; Commercial premises; Community facilities; Correctional centres; Crematoria; Early education and care facilities; Eco-tourist facilities; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Function centres; Health services facilities; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Open cut mining; Port facilities; Public administration buildings; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Tourist and visitor accommodation; Vehicle body repair workshops; Water recreation structures; Water supply systems

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

Inner West Local Environmental Plan 2022

Zone MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To enable land uses that do not impact on the role or viability of nearby centres.
- To enhance the visual appearance and accessibility of the area by ensuring development achieves high architectural, urban design and landscape standards that caters for the needs of all ages and abilities.

2 Permitted without consent

Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industries; Jetties; Marinas; Moorings; Mooring pens; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Residential accommodation; Rural industries; Sewage treatment plants; Sex services premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities

Note: On 26 April 2023, Business and Industrial zones were replaced with Employment zones.

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

2. Zoning and land use under relevant environmental planning instruments

Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

NO

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.

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

Inland Code

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

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?

NO

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/live/environment-and-sustainability/in-your-neighbourhood/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/live/environment-and-sustainability/in-your-neighbourhood/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

THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.

Terrestrial Biodiversity

This property is identified as having Terrestrial biodiversity.

For more information see Clause 6.4 of the *Inner West Local Environmental Plan 2022.*

State Environmental Planning Policy (Planning Systems) 2021

In March 2022, the NSW State Government introduced *State Environmental Planning Policy (Planning Systems) 2021* that allows the Secretary of the Department of Planning, Industry and Environment (the Planning Secretary) to act on behalf of an approval body that requires concurrence under the following environmental planning instruments: *State Environmental Planning Policy (Transport and Infrastructure) 2021*, and *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*.

Australian Noise Exposure Forecast (ANEF)

The subject land is below the 20 ANEF contour.

Further information about forecast changes in aircraft noise impacts are contained in Sydney Airport's Masterplan and the Australian Noise Exposure Forecast (ANEF) 2039 map is available here www.sydneyairport.com.au

For more information please contact:

Airservices Australia

National Noise Enquiry Line: 1800 802 584

The national number rings at the nearest local noise enquiry office.

Head Office Address: Alan Woods Building, 25 Constitution Avenue, Canberra ACT 2601

Postal Address: GPO Box 367, Canberra ACT 2601

Additional ANEF information can be found under the Airservices Australia web site: http://www.airservicesaustralia.com

Sydney Ports Corporation

Some land in the Inner West (located in the vicinity of the White Bay and Glebe Island ports) may be affected by noise from port operations. If you consider that the subject land is, or is likely to be affected by port noise, please contact:

The Environment Operations Manager at:
Sydney Ports Corporation
Level 4, 20 Windmill Street
Walsh Bay NSW 2000
Telephone (02) 9296 4999

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

Australian Government
Australian Taxation Office

MR ALEKSANDAR BOSHESKI
135/22 HUDSON STREET 2049 LEWISHAM NSW
SYDNEY NSW 2049

Our reference: 7167401998681
Phone: **13 28 66**

18 February 2026

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello ALEKSANDAR,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411184232912
Vendor name	ALEKSANDAR BOSHESKI
Clearance Certificate Period	18 February 2026 to 18 February 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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RESIDENTIAL TENANCY AGREEMENT

Important Information

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.

2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit nsw.gov.au/fair-trading before signing the Agreement.

3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.

4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT is made on the 1st day of February, 2026 at Lewisham 2049, NSW

BETWEEN

LANDLORD:

Aleksandar & Anna Bosheski
Address for service of notices:
135/22 Hudson street 2049 Lewisham NSW
(04) 4952 2046

AND

TENANT:

Dimitry Yakubovskiy
Address for service of notices (if different to address of residential premises):
135/22 Hudson street 2049 Lewisham NSW
(04) 3474 4859

Term of agreement

The term of this agreement is fixed, beginning on 1 February 2026 and ending on 1 February 2027.

Residential premises

The residential premises are 135/22 Hudson street 2049 Lewisham NSW.
The residential premises include the following:
Parking space: Parking Lot 135
Storage room: 4M2 135

Furnishings as set out in the Condition Report.

Rent

The rent is $3,033.00 per month payable in advance starting on 21 February 2026.

Note:
The landlord, or landlord's agent, must not require a tenant to pay more than two weeks rent in advance under this Agreement.

Rent must be paid by:

- Approved electronic bank transfer

Note:
The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay.

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method:

Send rent payment to _____

Note:
The landlord, or landlord's agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.

Rental bond
The tenant is not required to pay a rental bond.

IMPORTANT INFORMATION

Maximum number of occupants
Including the tenant, no more than 4 persons may ordinarily live in the premises at any one time.

Urgent Repairs
There are no nominated tradespeople for urgent repairs.

Water Usage
The tenant will not be required to pay separately for water usage.

Utilities
Electricity is supplied to the premises from an embedded network.

Gas is supplied to the premises from an embedded network.

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke Alarms
The smoke alarms installed in the residential premesis are battery operated.

The back-up batteries are replaceable by the tenant, and are of type _____

An owners corporation of a strata scheme, to which the *Strata Schemes Management Act 2015* applies, is not responsible for the repair and replacement of smoke alarms in the residential premises.

Strata By-Laws
There are strata or community scheme by-laws applicable to the premises. See clauses 38 and 39.

Condition Report:
A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Giving Notices and Other Documents Electronically

Notices and documents cannot be given or served by email.

Tenancy Laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

THE AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **"Residential premises"**.

COPY OF AGREEMENT

2. The landlord agrees to give the tenant:

    a. a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or landlord's agent, and

    b. a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

RENT

3. The tenant agrees:

    a. to pay rent on time,

    b. to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant,

    c. to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date, and

    d. that the rent payment method may only be changed by agreement between the landlord and the tenant.

4. The landlord agrees:

    a. to not require the tenant to pay more than two weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and ,

b. to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and , if chosen by the tenant, to enable payment by that method, and,

c. to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and,

d. that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and,

e. to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated,

f. to accept payment of unpaid rent after the landlord has given a termination notice on the grounds of failure to pay rent if the tenant has not vacated the residential premises,

g. to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent,

h. if rent is paid by cheque —— to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and,

i. if rent is not paid by cheque and is paid in person —— to give a rent receipt to the tenant, and, and

j. to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within seven days of a request by the tenant unless the landlord has previously provided a statement for the same period.

Note:
The requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.

RENT INCREASES

5. The landlord and the tenant agree that the rent cannot be increased unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

6. The landlord and the tenant agree that the rent may not be increased more than once in any 12-month period.*Note:*
The period of 12 months includes the time during which a previous residential tenancy agreement was in force if —

   a. this agreement is a renewal or replacement of the previous agreement, and

   b. the landlord and at least one tenant are the same for both agreements, and

   c. under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.

7. The landlord and the tenant agree:

   a. that the increased rent is payable from the day specified in the notice,

   b. that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

   c. that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. The landlord and the tenant agree that the rent abates if the residential premises:

   a. are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement,

   b. cease to be lawfully usable as a residence, or

   c. are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

a. rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement),

b. the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service,

c. all charges for the supply of electricity, non-bottled gas, or oil to the tenant at the residential premises that are not separately metered,

Note 1:
Clause 10(c) does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019.*

Note 2:
Clause 10(c) does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019.*

d. the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy,

e. all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises,

f. all charges in connection with a water supply service to residential premises that are not separately metered,

g. all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises,

h. all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

i. the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

a. all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered,

b. all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises,

Note:
Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019.*

c. all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy,

d. all charges for pumping out a septic system used for the residential premises,

e. any excess garbage charges relating to the tenant's use of the residential premises, and

f. water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises

i. are separately metered, or

ii. are not connected to a water supply service and water is delivered by vehicle.

Note:
Separately metered is defined in the *Residential Tenancies Act 2010.*

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

a. the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant,

b. the landlord gives the tenant at least 21 days to pay the charges,

c. the landlord requests payment of the charges by the tenant not later than three months after the issue of the bill for the charges by the water supply authority, and

d. the residential premises have the following water efficiency measures:

i. all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of nine litres per minute,

ii. all toilets are dual flush toilets that have a minimum three star rating in accordance with the WELS scheme,

iii. all showerheads have a maximum flow rate of nine litres per minute,

iv. at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

a. to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

b. to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

a. that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord),

b. that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

c. that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

a. not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose,

b. not to cause or permit a nuisance,

c. not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours,

d. not to intentionally or negligently cause or permit any damage to the residential premises, and

e. not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

a. to keep the residential premises reasonably clean,

b. to notify the landlord as soon as practicable of any damage to the residential premises,

c. that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

d. that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

a. to remove all the tenant's goods from the residential premises,

b. to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy,

c. to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy,

d. to remove or arrange for the removal of all rubbish from the residential premises s in a way that is lawful and in accordance with council requirements,

e. to make sure that all light fittings on the premises have working globes, and

f. to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note:
Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is

the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

a. to make sure the residential premises are reasonably clean and fit to live in,

Note:
Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:
(i) are structurally sound,
(ii) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage,
(iii) have adequate ventilation,
(iv) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises,
(v) have adequate plumbing and drainage,
(vi) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
(vii) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note:
Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:
(i) are in a reasonable state of repair,
(ii) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness,
(iii) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
(iv) are not liable to collapse because they are rotted or otherwise defective.

b. to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy,

c. to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises,

d. not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out),

e. not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected,

f. to comply with all statutory obligations relating to the health or safety of the residential premises, and

g. that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

a. the damage was not caused as a result of a breach of this agreement by the tenant,

b. the tenant gives or makes a reasonable attempt to give the landlord notice of the damage,

c. the tenant gives the landlord a reasonable opportunity to make the repairs,

d. the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs,

e. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

f. the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note:
The type of repairs that are "urgent repairs" are defined in the *Residential Tenancies Act 2010* and are defined as follows:
(i) a burst water service,
(ii) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
(iii) a blocked or broken lavatory system,
(iv) a serious roof leak,
(v) a gas leak,
(vi) a dangerous electrical fault,
(vii) flooding or serious flood damage,
(viii) serious storm or fire damage,
(ix) a failure or breakdown of the gas, electricity or water supply to the premises,
(x) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering, and
(xi) any fault or damage that causes the premises to be unsafe or not secure.

SALE OF THE PREMISES

21. The landlord agrees:

a. to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

b. to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

    a. that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

    b. that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

    a. in an emergency (including entry for the purpose of carrying out urgent repairs),

    b. if the Civil and Administrative Tribunal so orders,

    c. if there is good reason for the landlord to believe the premises are abandoned,

    d. if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

    e. to inspect the premises, if the tenant is given at least seven days' written notice (no more than four inspections are allowed in any period of 12 months),

    f. to carry out, or assess the need for, necessary repairs, if the tenant is given at least two days' notice each time,

    g. to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least two days' notice each time,

    h. to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

i. to value the property, if the tenant is given seven days' notice (not more than one valuation is allowed in any period of 12 months),

j. to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement), or

k. if the tenant agrees.

25. The landlord agrees that a person who enters the residential premises under clause 24(e), 24(f), 24(g), 24(h), 24(i) or 24(j) of this agreement:

a. must not enter the premises on a Sunday or a public holiday, unless the tenant agrees,

b. may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time,

c. must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

d. must, if practicable, notify the tenant of the proposed day and time of entry.

26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note:
See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010,* it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

a. not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission,

b. that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent,

c. to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees,

d. not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture,

e. to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

f. to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.
Note:
The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for

a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

a. to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure,

b. to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access,

c. not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies,

d. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

e. to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than seven days) after the change.

33. The tenant agrees:

a. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

b. to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within seven days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises

a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and tenant agree that:

a. the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises,

b. the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises,

c. the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

d. without limiting clause 35(c), the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note:
Clauses 35(c) and 35(d) do not apply to social housing tenancy agreements

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

a. if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days,

b. if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days,

c. if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days,

d. if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

e. if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015.*

39. The landlord agrees to give to the tenant, within seven days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989.*

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

41. The tenant is not required to pay a rental bond.

SMOKE ALARMS

42. The landlord agrees to

a. ensure that smoke alarms are installed and maintained in the residential premises in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act,

b. conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning,

c. install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery,

d. install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm,

e. engage an authorised electrician to repair or replace a hardwired smoke alarm,

f. repair or replace a smoke alarm within two business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

g. reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note:
Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note:
Subclauses b-g of this section do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note:
A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note:
Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees

a. to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm

b. that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery

c. to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019.*

Note:
Subclauses b and c of this clause do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the*Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note:
The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the* Community Land Development Act 2021*) and that strata or community scheme comprises more than 2 lots]*

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

    a. the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

    b. a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

    Note:
    A swimming pool certificate of compliance is valid for three years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

    a. if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

    b. if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

    a. that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

    b. that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

c. that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

a. to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents,

b. to notify the other party in writing within seven days if the email address specified for electronic service of notices and other documents changes,

c. that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

d. if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN THREE YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than three years:

a. four weeks rent if less than 25% of the fixed term has expired,

b. three weeks rent if 25% or more but less than 50% of the fixed term has expired,

c. two weeks rent if 50% or more but less than 75% of the fixed term has expired, or

d. one week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than three years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note:
Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than three years is limited to the break fee and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note:
Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than three years.

LANDLORD'S CONSENT FOR PETS

53. The landlord and the tenant agree:

a. the tenant may keep an animal at the residential premises with the landlord's consent, and
Note: The tenant does not need the landlord's consent to keep an assistance animal at the residential premises. ,

b. an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and ,

c. the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54. The landlord agrees:

a. to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and,

b. if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and ,

c. to not refuse to consent to an animal being kept at the premises except on a ground set out in the Residential Tenancies Act 2010, section 73F, and ,

d. to not impose an unreasonable condition on a consent to keep an animal at the premises, and
Note: The Residential Tenancies Act 2010, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.
,

e. if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

ADDITIONAL TERMS

55. Additional terms may be included in this agreement if:

a. both the landlord and tenant agree to the terms, and
b. they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
c. they do not conflict with the standard terms of this agreement.

TERMINATION

56. The landlord and the tenant agree to only end this agreement in accordance with the Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

NOTES

1. **Definitions**

In this agreement:

"landlord" means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

"landlord's agent" means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

a. the letting of residential premises, or
b. the collection of rents payable for any tenancy of residential premises,

"LFAI Register" means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

"rental bond" means money paid by the tenant as security to carry out this agreement.

"residential premises" means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

"tenancy" means the right to occupy residential premises under this agreement.

"tenant" means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. **Continuation of tenancy** (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provides for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. **Ending this agreement**

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The Residential Tenancies Act 2010 sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. **Notice for ending fixed term agreement**

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. **Notice for ending periodic agreement**

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. **Warning**

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note:
Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000.*

SIGNED BY THE LANDLORD/AGENT

Landlord: Aleksandar & Anna Bosheski

1 February 2026
Date

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Landlord: Aleksandar & Anna Bosheski

1 February 2026
Date

SIGNED BY THE TENANT

Tenant: Dimitry Yakubovskiy

1 February 2026
Date

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant: Dimitry Yakubovskiy

1 February 2026
Date

For information about your rights and obligations as a landlord or tenant, contact:

a. NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au,

b. Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

c. Your local Tenants Advice and Advocacy Service at www.tenants.org.au.

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