

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: Signature of authorised person Signature of authorised person Name of authorised person Name of authorised person Office held Office held		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 Name of authorised person Name of authorised person Office held Office held	

Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, 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):

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 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 to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☐ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 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 <i>clearance certificate</i> ☐ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☒ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 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 or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 information certificate under Community Land Management Act 2021 ☐ 59 disclosure statement - off-the-plan contract ☐ 60 other document relevant to off-the-plan contract
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	Other ☐ 61

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

Your Local Strata

Email: contactus@yourlocalstrata.com.au

Tel: 1300 001 991

SECTION 66W CERTIFICATE

I, _____ of _____
certify as follows:

1. I am a Solicitor/Licensed Conveyancer currently admitted/licensed to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the Property, from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract.
3. I do not act for the Vendor and am not employed in the legal practice or conveyancing office acting for the Vendor nor am I a member or employee of a firm of which a Solicitor or Licensed Conveyancer acting for the Vendor is a member or employee.
4. I have explained to the Purchaser:
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

SCHEDULE

Purchaser:

Vendor:

Property: 32/59-69 Halstead Street, South Hurstville NSW 2221

Dated:

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.

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.

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 County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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.

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.

- 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.

- 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*.

- 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.

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.

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).

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.

- 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.

- 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.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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.

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.

- 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.

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.

ADDITIONAL CLAUSES

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33. Definition and Interpretation

33.1 Definitions

In addition to the definitions in clause 1 of the Standard Contract the following words used in these Additional Clauses are defined as follows:

Additional Clauses means these Additional Clauses which are attached to, and form part of, this Contract.

Approval includes any approval, authorisation, permit, licence, consent, clearance, certification, exemption or similar which is required to be obtained or issued from an Authority or any other person because that Authority or person has jurisdiction over or any interest or connection with the Property.

ATO means the Commissioner of Taxation.

Authority means an authority having jurisdiction over the Property (including its occupation, use or development) including any government, statutory body, corporation or service provider.

Building Information Certificate means a certificate issued in accordance with sections 6.24 to 6.26 of the *Environmental Planning and Assessment Act 1979* (NSW).

Change of Ownership Form means, in respect of a lease under which a security deposit has been deposited with the Secretary in accordance with the requirements of the Retail Leases Act, the approved form of notification of change of ownership (and in this definition the term Secretary has the same meaning as in the Retail Leases Act).

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Completion means the date upon which the receipt of the rents and profits of the Property is provided, the title for the Property is accepted by the Purchaser and the Price is paid to the Vendor.

Completion Date means the due date for completion stated or referred to on the front page of the Standard Contract.

Confidential Information means any proprietary, sensitive, or non-public data, knowledge, or materials related to the Property. This encompasses, but is not limited to, financial records, tenant lists, lease agreements, property assessments, appraisals, legal documents, business plans, and any other information that is not readily available to the public. The parties involved in the Contract agree that such Confidential Information shall be kept strictly confidential before, during, and after the sale process, and shall only be used for the purposes directly related to the evaluation, negotiation, and execution of the sale transaction.

Contamination has the meaning given to that term in the *Contaminated Land Management Act 1997* (NSW).

Contract means this Contract of sale which consists of the Standard Contract and the Additional Clauses including any schedules or attachments.

Contract Date means the date of this Contract as shown on the front page of the Standard Contract.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Corporations Act means the *Corporations Act 2001* (Cth).

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind including legal and professional fees.

Default Rate means a rate of twelve percent (10%) per annum.

Encumbrance means an interest or power:

- (a) Created or otherwise arising in or over any interest in any asset under any mortgage, lien, hypothecation, charge, security interest, bill of sale, caveat, pledge, Claim, trust arrangement, preferential right, right of set-off, title retention, conditional sale agreement, option, use of possession or other form of encumbrance; or
- (b) By way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FIRB means the Foreign Investment Review Board.

FIRB Approval means an approval or statement of no objections of FIRB under FATA to purchase the Property.

Foreign Person has the same meaning as in the FATA and includes a foreign interest as defined in the FATA.

Laws means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise and includes any law relating to or affecting the Property or its occupation, use or development.

Leases means the leases licences, agreements for lease and other occupation agreements detailed in **Schedule 1** and as disclosed in Additional Clause 69 as they may be dealt with in accordance with this Contract and, where the context permits, any new lease which may be granted before Completion in accordance with Additional Clause 65.

Loss means any loss, damage (including death or injury) or Cost of any kind.

NSW LRS means NSW Land Registry Services or any successor body to the NSW Land Registry Services.

Payment means any Consideration (except the GST Amount) payable or to be provided by a party to any other party under or in connection with this Contract including, but not limited to, the Price.

Post Completion Period means any period after (but not including) the day of Completion.

Pre Completion Period means any period prior to (and, where relevant, including) the day of Completion.

Price means the purchase price shown on the front page of this Contract.

Property means the land comprised in title reference 35/SP84198 also known as 32/59-69 Halstead Street, South Hurstville NSW 2221 including any improvements on it.

Operating Expenses means all expenses and outgoings paid or payable by the Vendor (as lessor) in any financial year in respect of the Property, including but not limited to:

- (a) municipal, water, sewerage, drainage and fire services rate and charges of a periodic nature assessed or charged on the Property;

- (b) land tax;
- (c) insurance;
- (d) air-conditioning;
- (e) cleaning;
- (f) electricity;
- (g) landscaping and gardening;
- (h) repair and maintenance;
- (i) carpark maintenance;
- (j) rubbish removal;
- (k) pest control;
- (l) maintaining, servicing and repairing fire prevention services;
- (m) security services; and
- (n) maintaining, servicing and repairing the escalators/travelators/lifts.

Recoverable Expense means any Operating Expense (other than a Tenant Direct Expense) that is recoverable by the Vendor (as lessor) from a Tenant.

Regulation means the *Conveyancing (Sale of Land) Regulation 2017* (NSW).

Rent means the rent and any other sums payable by a Tenant under a Lease (other than contributions to Operating Expenses).

Retail Leases Act means the *Retail Leases Act 1994* (NSW).

Security Deposit means a sum of money paid by a Tenant as security for the performance of its obligations under a Lease.

Standard Contract means the standard form of Contract for Sale of Land 2026 edition prepared by The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Tenancy Bank Guarantee means any undertaking or guarantee drawn by a Bank or other financial institution in favour of the Vendor for payment to the Vendor (as lessor) for an amount as security for performance by a Tenant.

Tenant means the tenant under the Lease.

Tenant Direct Expense means any Operating Expense:

- (a) that is payable by the Tenant direct to the assessing entity or Authority; or
- (b) that the Vendor (as lessor) has required the Tenant to pay direct to the assessing entity or Authority,

and which the Vendor (as lessor) has not paid.

Treasurer means the Treasurer of the Commonwealth of Australia.

33.2 Interpretation

In this Contract, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or attachment is a reference to a party, clause, paragraph, schedule or attachment to, or of, this Contract;
- (e) a reference to this Contract includes the Standard Contract, the Additional Clauses and any schedules or attachments;
- (f) headings are for convenience and do not affect interpretation;
- (g) if there is more than one person named as Purchaser then the provisions of this Contract bind those persons jointly and severally;
- (h) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (i) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (j) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (k) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (l) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification, re-enactment or replacement of the legislation; and
 - (ii) all legislation, statutory instruments and regulations issued under the legislation or provision;
- (m) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it; and
- (n) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation; and
- (o) reference to a party's liability to pay GST includes the liability of a member of a GST group in which that party is also a member.
- (p) terms described on pages 1 and 2 of the Standard Contract or defined in clause 1 of the Standard Contract:
 - (i) have the same meanings when used in this Contract unless inconsistent with defined terms in Additional Clause 33.1 and whether or not in italics; and
 - (ii) are capitalised when used in these Additional Clauses; and
- (q) If there is any inconsistency between the Standard Contract and the Additional Clauses, the Additional Clauses prevail to the extent of any inconsistency.
- (r) 'Vendor' includes the vendor's lender, administrators or assigns.
- (s) The documents attached to this Contract are the most accurate and current available at the time of creating the Contract. The Purchaser should check with the vendor's solicitor prior to signing the Contract that the latest available documents are annexed to the Contract.

33.3 Rights and powers subject to statute

The parties acknowledge that:

- (a) the exercise of a right or power under this Contract, including a right to terminate, may from time to time be subject to a statutory stay, limitation or restriction, including under Parts 5.1, 5.2 and/or 5.3A of the Corporations Act; and
- (b) they must make their own searches, investigations, enquiries and evaluations in relation to any exercise or proposed exercise of a right or power under this Contract.

34. Whole Contract

This Contract constitutes the entire agreement between the parties in relation to the Property or its purchase.

34.1 Conditions not in Contract

Any promise, condition, representation, information or warranty relating to or leading up to this transaction which has been provided or made by or on behalf of the Vendor which is not set out or expressly referred to in this Contract is expressly negated and withdrawn.

34.2 Purchaser's reliance

The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by any estate agent acting on behalf of the Vendor):

- (a) the inspection of and investigations relating to the property made by or on behalf of the Purchaser;
- (b) the warranties and representations expressly contained in the Contract;
- (c) the skill and judgement of the Purchaser, its consultants and representatives;
- (d) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.

The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or the vendor's agent or representatives relating to the present state or condition of the Property, its suitability for the purposes of the Purchaser, the improvements erected on the Property, any Contamination relating to, caused by, or affecting the Property or any proposed work to be done to the Property.

35. Variations to the Standard Contract

35.1 Amendments to Standard Contract

The standard form clauses of this Contract are amended as follows:

- (a) Clause 1, substitute the definition of "adjustment date" with "the earliest of the Completion date, the date possession is given to the Purchaser and the date of actual Completion".
- (b) Clause 1, definition of "bank" is amended by deleting the words "a building society or a credit union".
- (c) Clause 1, definition of "*business day*" is amended by adding the words "Before 5 pm" before the start of the definition.
- (d) Clause 1, definition of "serve" is amended by adding the words "(and includes service by way of email transmission to the Purchaser solicitor or Purchaser solicitor firm's email as

listed on the Law Society of NSW website, or to the email address normally used for general communication between the parties' legal representatives, or as nominated)).

- (e) Clause 1, definition of "requisition" is amended by replacing the words "but the term does not include a Claim" with the words "and the term extends to and includes a Claim".
- (f) Clause 2.5 is amended by deleting the last sentence "The right to terminate is lost as soon as the deposit is paid in full."
- (g) Clause 3 is deleted.
- (h) Clause 4.2 is amended to read as follow:

"4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is not to be conducted as an electronic transaction:

4.2.1 if the Purchaser served the notice that it will not be conducted as an electronic transaction, the Purchaser must bear any disbursements or fees that have been incurred in relation to any proposed electronic workspace that has been created, such amount to be adjusted under clause 14.2;

4.2.2 if the Purchaser served the notice under clause 4.1.2, the Purchaser shall pay the Vendor the sum of \$440.00 (including GST) to cover the Vendor's additional legal costs incurred as a consequence of the aborted electronic transaction; and

4.2.3 subject to clause 4.2.2, the parties shall bear their own costs in relation to the aborted electronic transaction."

- (i) Clause 5.1 is deleted.
- (j) Clause 5.2.2 is amended by substituting "7 days" in place of "21 days".
- (k) Clause 5.2.3 is deleted.
- (l) Clause 7.1.1 is amended by the deletion of the words "5% of the price" and substituting in lieu thereof "\$1.00".
- (m) Clause 7.1.3 is amended by substituting "7 days" in place of "14 days".
- (n) Clause 7.2.1 is amended by substituting "\$1.00" in place of "10%".
- (o) Clause 7.2.2 is amended by inserting the words "if both parties agree" before the words "the amount held is to be invested".
- (p) Clause 8.1.1 is amended by the deletion of the words "on reasonable grounds".
- (q) Clause 8.1.3 is amended by substituting "7 days" in place of "14 days".
- (r) Clause 8.2.2 is deleted.
- (s) Clause 8.2.3 is deleted.
- (t) Clause 9.1 is amended by adding at the end "and, despite clause 2.9, all interest earned thereon".
- (u) The first line of clause 10.1 is replaced with "The Purchaser cannot make a Claim, objection, requisition, delay Completion, rescind or terminate in respect of – ".
- (v) Clause 10.1.8 and 10.1.9 are amended by the deletion of the word "substance" where it appears and substituting that word with the word "existence".

- (w) Clause 10.1.8 is amended by adding the word “or covenant” at the end of the clause before the word “or”.
- (x) Insert the following clause 10.4 in the Contract: - “10.4 A matter or thing is disclosed in this Contract if its existence is disclosed or referred to in anything attached to this Contract.”.
- (y) Clause 14.4.2 is deleted.
- (z) Clause 18 is amended by adding the following: Clause 18.8 “The Purchaser cannot make a Claim or requisition or delay the date for Completion after entering into possession of property”.
- (aa) Clause 19.2.3 is deleted.
- (bb) Clause 20.6.8 is deleted.
- (cc) Clause 23.6.1 is deleted and replaced with “The Vendor is only liable for it if it was levied before the Contract date and the payment due date (including instalment due dates) is before the completion date. The Purchaser is liable for it if the payment due date is after the completion date.”.
- (dd) Clause 23.9 is deleted.
- (ee) Clause 23.13 is deleted and replaced with “The Purchaser must on his own accord and at his own expense order an information certificate (issued after the Contract date in relation to the lot, the scheme or any higher scheme) and provide a copy of the certificate to the Vendor at least 3 business days before the date for Completion”.
- (ff) Clause 23.14 is deleted.
- (gg) Clause 24.1 is deleted.
- (hh) Clause 24.2 is deleted.
- (ii) Clause 24.3.2 is amended by deleting the words ‘or after Completion’.
- (jj) Clause 24.3.3 is deleted.
- (kk) Clauses 25, 26, 27 ,28 and 29 are deleted.
- (ll) Clause 30.7 is deleted.
- (mm) Clause 30.9 is amended by deletion of the words “settlement cheque” in line 1 and substituting that word with the word “bank cheques”.
- (nn) Clauses 30.10, 30.12 and 30.13 are amended by the deletion of the word ‘settlement’ where it appears and substituting that word with the word ‘bank’.
- (oo) Clause 30.11 is deleted.
- (pp) Clause 31.2 is deleted.

35.2 Inconsistency between Standard Contract and Additional Clauses

If there is any inconsistency between the standard form clauses and these additional clauses, these Additional Clauses prevail.

36. Estate Agent warranty

36.1 No Other Agent

The Purchaser warrants to the Vendor that it has not been introduced to this sale directly or indirectly by any estate agent or other person who may be entitled to Claim commission from the Vendor in respect of this sale other than the Vendor's agent specified on the front page of the Standard Contract (if any).

36.2 Indemnity

The Purchaser indemnifies the Vendor in respect of all Claims and Loss which the Vendor may incur or may become liable for as a result of a breach by the Purchaser of the warranty contained in Additional Clause 36.

36.3 No merger and benefit continues

This clause does not merge on Completion and its benefit continues.

37. Condition of the Property

37.1 No warranty or representation

Some or all of the items mentioned below may not comply with all relevant Laws. Neither the Vendor nor the Vendor's agent, not any person on its behalf has made no warranty or any representation, presentation, promises as to:

- (a) the Property;
- (b) whether any improvements, additions or structures of the Property comply with the Laws;
- (c) the condition or state of repair, including as to structural soundness, of the Property;
- (d) the suitability of the Property for use and its potential for future development;
- (e) the value and precise nature of the Property; or
- (f) the present and future economic viability of the Property,

and the Purchaser accepts the Property subject to the disclosures contained in this clause and must not make any objection, requisition or Claim for compensation or rescind or terminate this Contract or delay Completion because of any matter arising either directly or indirectly from the matters disclosed in this Additional Clause.

37.2 No requisition etc.

The Purchaser must not:

- (a) make any requisition, objection or Claim,
- (b) ask the Vendor to take any action or incur any Cost,
- (c) delay Completion or rescind or terminate this Contract; or
- (d) withhold any money,

because of or in connection with:

- (e) any matter referred to in Additional Clause 37;
- (f) any dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property before Completion;
- (g) the roof or surface water drainage from the Property being connected to a sewerage service;
- (h) there being or not being an easement or other right in respect of a service referred to in clause 10.1 of the Standard Contract;
- (i) any sewerage service passing through the Property;
- (j) any improvements erected over a sewerage service or easement;
- (k) the presence in or on the Property of asbestos or other hazardous substances;
- (l) the condition or existence, non-existence or inadequacy of services;
- (m) the means of or lack of access to the Property;
- (n) the present or future expenses associated with the ownership and operation of the Property;
- (o) the availability, existence or otherwise of an Approval;
- (p) anything in connection with the Property which is disclosed or referred to in this Contract;
- (q) any proposal for the Property or any surrounding area;
- (r) the availability or otherwise of any agreement or consent from any Tenant;
- (s) any rights relating to the Property;
- (t) the existence or absence of any manufacturer or supplier warranties for any plant, equipment or other thing included in the sale of the Property; and
- (u) the zoning and planning restrictions (including all planning Approvals) on and in respect of the Property and the use to which the Property may be put and the development of the Property.

37.3 Furnishing and fittings

The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personalty on the Property. The Purchaser must not require the Vendor to remove any furnishings, fittings, goods, rubbish or personalty at any time. The Purchaser must not make any objection, requisition or Claim for compensation nor delay Completion because

there are any such furnishings, fittings, goods, personalty or rubbish on the Property or in or on the improvements at the time of Completion or which remain there after Completion.

37.4 Purchaser's acknowledgement

The Purchaser acknowledges that the Vendor will not prior to Completion:

- (a) Mow any lawns or remove any garden refuse and other rubbish from the Property;
- (b) If any services to the Property are disconnect, do anything or pay any amounts for the reconnection of those services; and
- (c) Provide any keys or remote control devices which may be missing for any lock/door/window on the Property.

38. Capacity

38.1 Purchaser's incapacity

Without affecting any other rights or remedies available at law or in equity to the Vendor, if any Purchaser:

(a) being an individual:

- (i) dies; or
- (ii) becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs,

the Vendor shall be entitled to rescind and clause 19 applies, or

(a) being a company:

- (i) resolves to go into liquidation;
- (ii) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
- (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation; or
- (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed,

the Purchaser will have failed to comply with an essential provision of this Contract and the Vendor can terminate the Contract.

38.2 Vendor's incapacity

If the Vendor:

- (a) resolves to go into liquidation;
- (b) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
- (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act or any similar legislation; or
- (d) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed,

then the Vendor's lender or assignee may take the place of the Vendor by subrogation and the Purchaser cannot make a Claim, objection, requisition or rescind or terminate in respect of such subrogation.

39. Completion

39.1 Time for Completion

- (a) Completion must take place between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- (b) Completion after 4.00 pm on any day is deemed to take place on the next Business Day.
- (c) Subject to Additional Clause 39.1(a) the parties must use all reasonable endeavours to agree a mutually convenient time for Completion to occur. If they cannot agree, the Vendor may nominate a time for Completion by written notice to the Purchaser.

39.2 Notice to Complete

- (a) If Completion does not occur in accordance with this Contract on the Completion Date the party not in default may serve a Notice to Complete.
- (b) The parties agree that the period of at least 14 days stated in the Notice to Complete is considered by them to be reasonable and sufficient to render time for Completion essential.
- (c) If the Vendor services a Notice to Complete upon the Purchaser arising from a breach of terms of the Contract by the Purchaser, the Purchaser must pay to the Vendor on Completion an amount of \$330.00 (inclusive of GST) to cover the legal expenses of the Vendor. This payment shall not in any way limit the Vendor's right to receive payment of any other damages arising from the Purchaser's breach of this Contract.

40. Building Information Certificate

40.1 No Building Certificate

The Purchaser acknowledges that the Vendor does not have a Building Information Certificate issued in accordance with Division 6.7 of the Environmental Planning and Assessment Act 1979 (NSW) for the improvements on the land.

40.2 No requisitions etc.

The Purchaser must not:

- (a) make any requisition, objection or Claim;
 - (b) ask the Vendor to take any action or incur any Cost; or
 - (c) delay Completion or rescind or terminate this Contract,
- because there is no Building Information Certificate in respect of the Property.

40.3 No Inspection

The Purchaser may not have the Property inspected to obtain a Building Information Certificate.

41. Default

If Completion does not occur in accordance with this Contract on the Completion Date solely due to the default of the Purchaser, the Purchaser must pay to the Vendor on Completion, interest calculated on the unpaid balance of the Price at the Default Rate on a daily basis from the Completion Date up to and including the date on which this Contract is actually completed.

42. Deposit less than 10%

- (a) Where the Vendor, at the request of the Purchaser, has agreed to accept a sum less than 10% of the purchase Price, and the Vendor has been paid less than 10% deposit on the exchange of this Contract, the Purchaser agrees that if the Purchaser defaults under this Contract, the Vendor is entitled to forfeit the 10% deposit, and the Purchaser must immediately upon demand by the Vendor pay the remaining balance of the 10% deposit.
- (b) It is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any law to the contrary.
- (c) It is hereby agreed and declared that this clause shall not merge in the transfer upon Completion, or be extinguished by Completion of this Contract, and shall continue in full force, and effect, notwithstanding Completion.

43. Not used

44. Requisitions on Title

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may serve on the Vendor is in the form of Requisitions on Title annexed.

The Purchaser acknowledges that the Vendor does not in any way warrant the use to which the Property may be put, and the Purchaser is satisfied with the requirements of all responsible authorities in relation to the use of the property for any and all purposes. The Purchaser cannot make any Claim, objection, requisition, rescind or terminate this Contract in respect of the suitability or lack of suitability of the Property for any particular purpose.

45. Corporation as Purchaser

In consideration of the Vendor entering into this Contract with a Purchaser purporting to be a corporation, at the request of the person(s) in whose presence the common seal of the Purchase purports to have been affixed or the person(s) who sign this contract on behalf of the Purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:

- (a) warrants that the Purchaser is incorporated;
- (b) guarantees to the Vendor the observance by the Purchaser of the terms of this Contract;
- (c) indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and Losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provision of this Contract;
- (d) agrees that the indemnity herein shall continue and the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the Vendor has exercised any of its rights under this Contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part;
- (e) shall ensure that two natural persons over the age of 18 years who are directors of or substantial shareholders of the Purchaser execute and deliver to the Vendor's solicitor,

with this Contract, a guarantee and indemnity annexed to this Contract and marked “A”; and

- (f) it is hereby agreed and declared that this clause shall not merge in the transfer upon Completion, or be extinguished by Completion of this Contract, and shall continue in full force, and effect, notwithstanding Completion.

46. Land Tax

The Purchaser shall pay land tax adjusted as follows: $(D \times TV \times TR/365)$, ‘D’ being the number of days from the date for Completion until the end of the current rating year, ‘TV’ being the taxable value of this property, and ‘TR’ being the current tax rate. If this property (or part of it) has no separate taxable value, land tax shall be adjusted by calculating its taxable value on a proportional area basis.

47. Survey

If a survey certificate is attached, the Vendor does not warrant the accuracy and validity of such survey. The Purchaser shall make no objection, requisition or Claim for compensation or damages in respect to such survey in relation to:

- (a) The fact that any building presently erected on the subject land may not comply in any way with the *Local Government Act 1919* as amended or the Ordinances there under; or
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land.

48. FIRB Approval

48.1 Purchaser FIRB Approval

- (a) Subject to Additional Clause 48.1(b), the Purchaser warrants to the Vendor that it is not a Foreign Person for the purposes of the FATA and FIRB cannot prohibit and has not prohibited the transfer of the Property to the Purchaser.
- (b) Where the Purchaser is Foreign Person, the Purchaser warrants that it has obtained FIRB approval for the purchase of the Property.
- (c) The Purchaser’s warranty in Additional Clause 48.1(a) and (b) are essential terms of this Contract.

48.2 FIRB reporting

Within ten (10) business days after the Contract date, the Purchaser must notify the Vendor if the Purchaser is a Foreign Person and provide to the Vendor:

- (a) the Purchaser’s full name, address and nationality;
- (b) if the Purchaser is a company or trustee of a trust, the names, addresses and nationalities of the shareholders and directors of the company or the names, addresses and nationalities of the beneficiaries under the trust; and
- (c) any other information required by the Treasurer, and

consents to any information given by the Purchaser to the Vendor in accordance with Additional Clause 48 be given by the Vendor to the FIRB under the relevant regulations or legislations under the FATA.

48.3 Warranty and Indemnity

- (a) The Purchaser agrees that all information provided by the Purchaser or its solicitor under this Additional Clause 48 is true and correct in every particular and will not by omission of information or otherwise misrepresent any facts.
- (b) The Purchaser shall indemnify and keep indemnified the Vendor from and against all Loss and damage it may suffer or incur if the Purchaser breaches any part of this Additional Clause 48. This warranty and indemnity does not merge on Completion.

48.4 Consequence of failure to comply

If the Purchaser breaches the warranty contained in clause 48 or fails to comply with Additional Clause 48.2, the Vendor is entitled to terminate this Contract by written notice to the Purchaser and on termination, the Vendor is entitled to retain the deposit and any interest so earned.

49. Not Used

50. Services

The Purchaser acknowledges that:

- (a) the Purchaser has inspected the services available or lack of services available at the Property including but not limited to the installation or connection of the services or lack thereof, position or location (proposed or otherwise); and
- (b) no warranty or representation is made by the Vendor as to the completeness or accuracy, availability or lack of availability of the services, the installation or connection of any services, the position or location (proposed or otherwise), other than those which the Vendor may be required to provide pursuant to any obligation of the Vendor to any relevant Authority;

The Purchaser must not make any Claim, objection, requisition, delay Completion or rescind or terminate this Contract in respect of anything contained in or rising out of this Additional Clause.

51. Additional and incorrect calculations

The parties agree that if, on Completion, any appointment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by that correct calculation to be payable. It is hereby agreed and declared that this Additional Clause shall not merge in the transfer upon Completion or be extinguished by Completion of this Contract, and shall continue in full force, and effect, notwithstanding Completion.

52. Encumbrance

The Purchaser is not entitled to require that Encumbrance registered on the title of the Property be removed prior to Completion.

- (a) On Completion the Vendor will:

- (i) Provide to the Purchaser a document in registrable form required to remove an Encumbrance from the title of the Property; and
 - (ii) Will allow the cost of registration associated with any form provided under Additional Clause 52(b)(i) as an adjustment to the purchase Price.
- (b) Completion of this matter shall take place wherever the Vendor's mortgagee directs if the Contract says this transaction is a manual transaction or clause 4.1.2 applies. If the Property is not mortgaged, or the discharge of mortgage is already held by Vendor's solicitor, then Completion shall be effected at the office of Vendor's solicitor. However, should the Purchaser not be in a position to settle at the office of Vendor's solicitor, then Completion may be effected in the Sydney CBD at a place nominated by the Purchaser, and the Purchaser must pay to the Vendor on Completion an amount of \$660.00 (inclusive of GST) to cover the Vendor's legal and/or agency fees.

53. Not Used

54. Cancelled or rescheduled settlement

If the Purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$330.00 (inclusive of GST) for each instance is payable by the Purchaser which amount shall be added to the balance payable on Completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement for another date, as a genuine pre-estimate of those additional expenses.

55. Attachment of documents

- (a) The Purchaser acknowledges that if before this Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or of the Vendor's solicitor or on behalf of the Purchaser or the Purchaser's solicitor, the person attaching those documents or copies did so as the agent of the Vendor.
- (b) Without excluding, modifying or restricting the rights of the Purchaser under section 52A(2)(b) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017*, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

56. Re-sale prior to Completion

- (a) The Purchaser shall not resale the Property without obtaining the Vendor's written consent.
- (b) Subject to Additional Clause 56(a), during the period in which the Vendor remains owner of the Property and the Purchaser seeks to resell the property prior to Completion, then the Purchaser must engage the agent named on the front page of this Contract.
- (c) Subject to Additional Clause 56(a), the Purchaser must obtain from any proposed purchaser(s) pursuant to this Additional Clause a covenant in favour of the Vendor binding the proposed purchaser(s) to the provisions contained in this Additional Clauses 56.

57. Service of documents

- (a) A document or notice under or relating to this Contract is sufficiently served on a party and that party's solicitor for the purpose of this Contract if the document or notice is sent by fax to any party whose fax number is noted on this Contract or on their letterhead. If a document is served by fax, then service is taken to have taken place when transmission has been completed, unless:
 - i. The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have taken place, or
 - ii. If the time of dispatch:
 - 1. is a bank holiday or public holiday or a Saturday or a Sunday in the place to which the document is sent, or
 - 2. is at or after 5.00pm (local time in place to which the document is sent) on a day that is not a bank holiday or public holiday or a Saturday or a Sunday,
 - 3. then the document is taken to be received at 9:00am on the next day that is not a bank holiday or public holiday or a Saturday or a Sunday.
- (b) A document or notice under or relating to the Contract is sufficiently served on a party and that party's solicitor for the purpose of this Contract if the document or notice is sent by email to any party whose email address is noted on this Contract or on their letterhead. If a document is served by email, then service is taken to have been received immediately once sent, unless a notification of delivery failure is received within 2 hours of the email is being sent.

58. Vendor's right to rescind

Notwithstanding the provisions of clause 6 and 7 of the Standard Contract the parties expressly agree that any Claim for compensation shall be deemed to be an objection or requisition for the purpose of clause 8 of the Standard Contract entitling the Vendor to rescind this Contract.

59. Deposit by instalment

- (a) The Purchaser must pay the full deposit of 10% of the purchase Price. Without prejudice to Additional Clause 42, the Vendor's right to receive that full deposit accrues on the Contract Date.

- (b) However, the Vendor will accept payment of the deposit in two instalments as follow:
- (i) _____ to be paid on the date of this Contract;
 - (ii) _____ to be paid on expiry of cooling off period;
 - (iii) _____ being the balance of deposit to be paid on Completion; and
- (c) If the Purchaser does not pay the deposit strictly in accordance with this provision of this clause then the Vendor will be entitled to terminate this Contract forthwith and without notice to Purchaser, and the Purchaser will forfeit the deposit.
- (d) If circumstance arise which entitles the Vendor to keep or recover the deposit (including termination of this Contract in accordance with paragraph (c) above), the Purchaser must immediately pay the Vendor the unpaid balance of the deposit. If the deposit is not so paid, the Vendor is entitled to recover from the Purchaser the unpaid balance of the deposit as a debt. The Purchaser is not entitled to make any Claim set-off against the Vendor for the unpaid balance of deposit.

60. Confidentiality

The parties involved in the Contract agree that the Confidential Information shall be kept strictly confidential before, during, and after the sale process, and shall only be used for the purposes directly related to the evaluation, negotiation, and execution of the sale transaction.

The terms of this Contract and all information exchanged between the parties under this Contract or during the negotiations preceding the formation of this Contract are confidential to them and may not be disclosed to any person except:

- (a) to the parties' consultants, advisers and financiers (as required) in order to give effect to the parties' rights and obligations under this Contract;
- (b) with the prior written consent of the party who supplied the information (which consent must not be unreasonably withheld or delayed);
- (c) if required by law or stock exchange (and then only after the other party is previously informed of such proposed disclosure and has had an opportunity to negotiate the terms of that disclosure in good faith);
- (d) in connection with legal proceedings relating to this Contract; or
- (e) if the information is generally and publicly available otherwise than as a result of a breach of this Additional Clause or another confidentiality agreement between the person and a third party.

Without limiting the generality of this Additional Clause, both before and after Completion, the parties may not issue a press release or other announcements about the sale of the property without the consent of the other party as to the form and manner of the press release or other announcement, unless, and to the extent that, the press release or other announcement is required to be made by the party by law or by stock exchange.

61. Goods and Services Tax (GST)

- (a) The parties agree the sale of the property under this Contract is wholly a GST-free supply for the purposes of subdivision 9-5 of the *A New Tax System (Goods and Services Tax) Act 1999* ('**GST Act**').
- (b) The vendor confirms he is not required to be registered under the GST Act. The vendor has owned the property over 15 years not made in the course of furtherance of enterprise that the vendor carries on.
- (c) Despite clause 13.4.4 of the Standard Contract, if the Vendor received a letter from the Australian Taxation Office ('**ATO**') stating that GST is imposed on the supply made under or in connection with this Contract, then the parties agree that the Price of this Contract is GST exclusive. The Purchaser reimburses the Vendor of the full amount of GST (including penalties and fines) in addition to the Price of this Contract and the Vendor will issue a tax invoice to the Purchaser accordingly.
- (d) If Additional Clause 61 (c) applies, the Purchaser must pay to the Vendor:
 - (i) If there is a due date for the consideration for the taxable supply, on the same day as the due date for the consideration in respect of the relevant taxable supply; or
 - (ii) Within seven (7) days of receiving a written request or a tax invoice from the Vendor.
- (e) The Purchaser agrees to indemnify the Purchaser for and against any Claims, damages, Loss, liabilities and Cost as a result of the Vendor's delay or failure to pay these taxes or breach of Vendor's warranty under this Additional Clause.
- (f) The Purchaser hereby grants a charge over the property in favour of the Vendor as the security for the payment of any amounts owing by the Purchaser to the Vendor under this Additional Clause 61, including but not limited to the amount of GST payable by the Purchaser. The Purchaser acknowledges that the Vendor will have the right to lodge a caveat against the title to the property, to secure the entitlements of the Vendor under this Additional Clause 61.
- (g) Clause 13.2 is deleted.
- (h) This Additional Clause 61 shall not merge on Completion.

62. Electronic Execution

- (a) Electronic execution and consents under *Electronic Transactions Act 2000* (NSW)

Each party consents to this Contract being signed by any other party in accordance with an electronic communication method that is approved by the Vendor.

- (b) Dispensing with counterparts

The parties to this Contract agree that, despite any custom, practice or code otherwise followed in respect of Contracts for the sale of land, this Contract:

- (i) is made on its execution by all parties to it;
- (ii) need not be executed and exchanged in counterparts; and
- (iii) constitutes an original document in an electronic format.

- (c) Vendor may require a paper form Contract

The Vendor may require by notice to the Purchaser that the Purchaser sign a paper Contract on substantially the same terms as this Contract (Paper Contract).

- (d) If the Vendor serves a notice pursuant to Additional Clause 62(c), the Purchaser must sign and deliver to the Vendor's solicitor the Paper Contract accompanying that notice within 14 days.
- (e) If the Purchaser does not comply with Additional Clause 62(d), then the Purchaser appoints the Vendor and its authorised representative (jointly and separately) as its attorney to comply with Additional Clause 62(d).
- (f) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the Contract in paper form, and confirm that they intend to be and will be bound by the Contract on the date of this document.

63. Not Used

64. Contamination and environmental liabilities

- (a) The Vendor does not warrant that the land is not contaminated land, that the building does not contain any form of Contamination, or has not had a pollution incident, and does not warrant that the premises are free from asbestos. The Purchaser warrants that it has inspected the land and in any event is satisfied with the state of the premises, and it shall not be entitled to make any Claim or objection against the Vendor by reason of any Contamination or pollution, including any asbestos related Contamination, and irrevocably releases the Vendor from any such matter.
- (b) Prior to the Completion, if it does become contaminated land or have a pollution incident, the Purchaser must immediately take such remediation measures as reasonably required by the Vendor and any authorised officer under the *Contaminated Land Management Act 1997 (NSW)* and provide such notice as may be required under the *Protection of the Environment Operations Act 1997*. If the Purchaser fails to take such measures, the Vendor may take such remediation measures or provide such notice as the agent of the Purchaser and at the expense of the Purchaser, which will constitute a liquidated debt due and owing by the Purchaser to the Vendor and payable on demand made by the Vendor.
- (c) The Purchaser irrevocably releases and indemnifies the Vendor against all liabilities arising out of or in connection with any Contamination of the property or Contamination occurring after the Contract Date.

65. Not Used

66. Not Used

67. Not Used

68. Not Used

69. Not Used

70. Service agreements

70.1 Termination of service agreements

Subject to Completion, the Vendor may terminate any service agreement which is capable of termination by the Vendor without Cost or penalty with effect from Completion.

70.2 Observe services agreements

Subject to Additional Clause 70.1, on and from the date of Completion, the Purchaser must observe and perform all the Vendor's obligations contained in the ongoing service agreement after Completion.

70.3 Assignment of benefits

Subject to Additional Clause 70.1, with effect from Completion and subject to any approval required, the vendor, as the beneficial owner, assign to the Purchaser the benefit of all assignable ongoing service agreements.

70.4 Approval required

To the extent that the assignment of any ongoing services agreement requires approval, this Contract does not constitute an agreement to effect such assignment if the approval has been obtained by Completion or third party refuses to give the necessary approval.

70.5 No requisition etc.

The Vendor makes no warranty or representation that it has in its possession or control all of the services agreement and the Purchaser must not:

- (a) make any requisition, objection or Claim,
- (b) ask the Vendor to take any action or incur any Cost,
- (c) delay Completion or rescind or terminate this Contract; or
- (d) withhold any money,

because of or in connection with any matter referred to in Additional Clause 70.

71. General

71.1 Stamp duty

The Purchaser must pay all stamp duties (including penalties and fines) payable on this Contract and the transfer of the Property and indemnifies the vendor against any Claim, action, damage, Loss, liability, Cost, charge, expense, outgoing or payment which the Vendor pays, suffers, incurs or is liable for as a result of the Purchaser's delay or failure to pay those duties or failure to make proper disclosures to Revenue NSW in relation to those duties.

71.2 Variations

A variation of any term of this Contract must be in writing and signed by the parties or a party's solicitor.

71.3 Severability

If any provision of this Contract is illegal or unenforceable, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract.

71.4 Further assurance

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to this Contract and the transactions contemplated by it (including, but not limited to, the execution of documents).

71.5 Payments under this Contract

- (a) Despite any other provision of this Contract, any payment due under this Contract may, if the parties agree, be made by electronically transferring the payment.
- (b) A payment by electronic transfer will be deemed to be received when the monies are received in the recipients account in the form of cleared funds.

71.6 Counterparts

This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one instrument.

71.7 Governing Law and Jurisdiction

This Contract is governed by the laws of the state of New South Wales. Each party irrevocably and unconditionally submits to the jurisdiction of the courts of New South Wales and courts of appeal from them.

CONDITIONS OF SALE BY AUCTION

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - 1.1 The principal's reserve price must be in writing to the auctioneer before the auction commences
 - 1.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - 1.3 The highest bidder is the Purchaser, subject to any reserve price.
 - 1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - 1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - 1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - 1.7 A bid cannot be made or accepted after the fall of the hammer.
 - 1.8 As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - 2.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - 2.2 Subject to subclause (2A), the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person.
 - 2.3 Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "Vendor bid".
3. The following conditions, in addition to those prescribed by subclause (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator.
 - 3.1 More than one Vendor bid may be made to purchase the interest of a co-owner.
 - 3.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - 3.3 Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - 3.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.
4. The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The Purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the Vendor the full amount of the purchase price:

4.1 If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

4.2 If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

Unless some other time for payment is specified in a written agreement between the Purchaser and the agent or the Purchaser and the Vendor made before the fall of the hammer.

REQUISITIONS ON TITLE

REQUISITIONS

1. In these requisitions PROPERTY means land together with Improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes the common property
2. Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?
3. Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?
4. Is the Vendor aware of any unsatisfied judgments, orders or writs of execution which may affect the property or bind the Vendor?
5. Has an order been made or has the Vendor received notice of an application for an order under any relevant family law legislation which would impact on this sale?
6. Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?
7. The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property
8. Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?
9. Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?
10. Is the Vendor aware of a building certificate under Section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?
11. Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?
12. Is there any currently applicable development approval or consent to use the property which is not disclosed in this contract?
13. Are there any restrictions on the use of, or development of the property by reason of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?

14. Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?
15. Is there a requirement under the Home Building Act 1989 for the vendor to provide a Certificate of Insurance which is not annexed to the contract?
16. Is the vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?
17. Is the vendor aware of any of the following affecting the whole or any part of the property:
 - (a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser
 - (b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, has or other connections, pipes or services which benefit or affect the property?
 - (c) Any notice or resumption or intended resumption
 - (d) Any proposal to re-align or widen any road which is adjacent to the property?
 - (e) Any proposal by any public or statutory authority
 - (f) Any notice from public or local authority requiring the doing of work or the expenditure of money on the property
 - (g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser
 - (h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?
18. If the property is sold subject to tenancy, is the tenancy as disclosed in the contract or as has been indicated in writing to the Purchaser
19. Is the Vendor aware of any amendment or any current proposal for the amendment of the by-laws which are not disclosed in the contract?
20. Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?
21. Is the Vendor aware of any action take or proposals regarding:
 - (a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?

- (b) The transfer, lease or dedication of common property or of additional common property?
 - (c) The vesting in a proprietor of the exclusive use of part of the common property?
 - (d) The creation or release of any easement or restriction as to user?
 - (e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme
22. Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?
23. Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the vendor) to carry out work on or in relation to that lot?
24. Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?
25. Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?
26. Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?
27. Is the Vendor aware of:
- (a) Any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are:
 - (1) Fully covered by a contribution levied prior to the date of the contract; or
 - (2) Normal operation expenses and are or could property by made the subject of a contribution to the Administration Fund?
 - (b) Any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would

exceed one half of one per centum of the price of the lot being sold by the Vendor?

28. Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 35/SP84198

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/7/2026	6:12 PM	5	5/5/2022

LAND

LOT 35 IN STRATA PLAN 84198
AT SOUTH HURSTVILLE
LOCAL GOVERNMENT AREA GEORGES RIVER

FIRST SCHEDULE

HAN YUAN HUANG

(TZ AK721424)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82911
- 2 AS102528 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Title Search

Information
Provided
Through
Triconvey2
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP82911

SEARCH DATE	TIME	EDITION NO	DATE
4/7/2026	6:13 PM	12	8/4/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82911
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SOUTH HURSTVILLE
LOCAL GOVERNMENT AREA GEORGES RIVER
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1212518

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 82911
ADDRESS FOR SERVICE OF DOCUMENTS:
59 - 69 HALSTEAD STREET
SOUTH HURSTVILLE
NSW 2221

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A37003 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 A198935 COVENANT
- 4 F337220 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
L713197 VARIATION OF COVENANT
- 5 F851425 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
G984624 VARIATION OF COVENANT
L602053 VARIATION OF COVENANT
- 6 F889809 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
G984624 VARIATION OF COVENANT
L602053 VARIATION OF COVENANT
- 7 AE218361 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.17
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 8 DP1135524 EASEMENT TO DRAIN WATER 5 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1135524 POSITIVE COVENANT
- 10 SP82911 RESTRICTION(S) ON THE USE OF LAND
- 11 SP82911 POSITIVE COVENANT

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP82911

PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

- 12 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT 30
- 13 DP1212518 THIS SCHEME IS NOW COMPRISED WITHIN LOT 102 IN DP1212518
- 14 AM702446 INITIAL PERIOD EXPIRED
- 15 AW5753 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 82911

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 37	2	- 24	3	- 24	4	- 25
5	- 25	6	- 25	7	- 25	8	- 25
9	- 25	10	- 25	11	- 25	12	- 24
13	- 19	14	- 20	15	- 23	16	- 14
17	- 14	18	- 14	19	- 14	20	- 14
21	- 14	22	- 14	23	- 14	24	- 14
25	- 14	26	- 19	27	- 14	28	- 16
29	- 14	30	- SP84198				

STRATA PLAN 84198

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
31	- 14	32	- 14	33	- 14	34	- 14
35	- 14	36	- 14	37	- 14	38	- 14
39	- 14	40	- 15	41	- 24	42	- 24
43	- 42	44	- 21	45	- 21	46	- 21
47	- 21	48	- 21	49	- 21	50	- 21
51	- 21	52	- 27				

NOTATIONS

UNREGISTERED DEALINGS: NIL

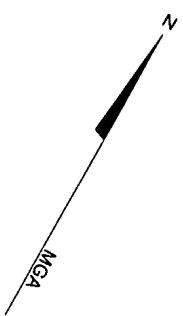
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25326...

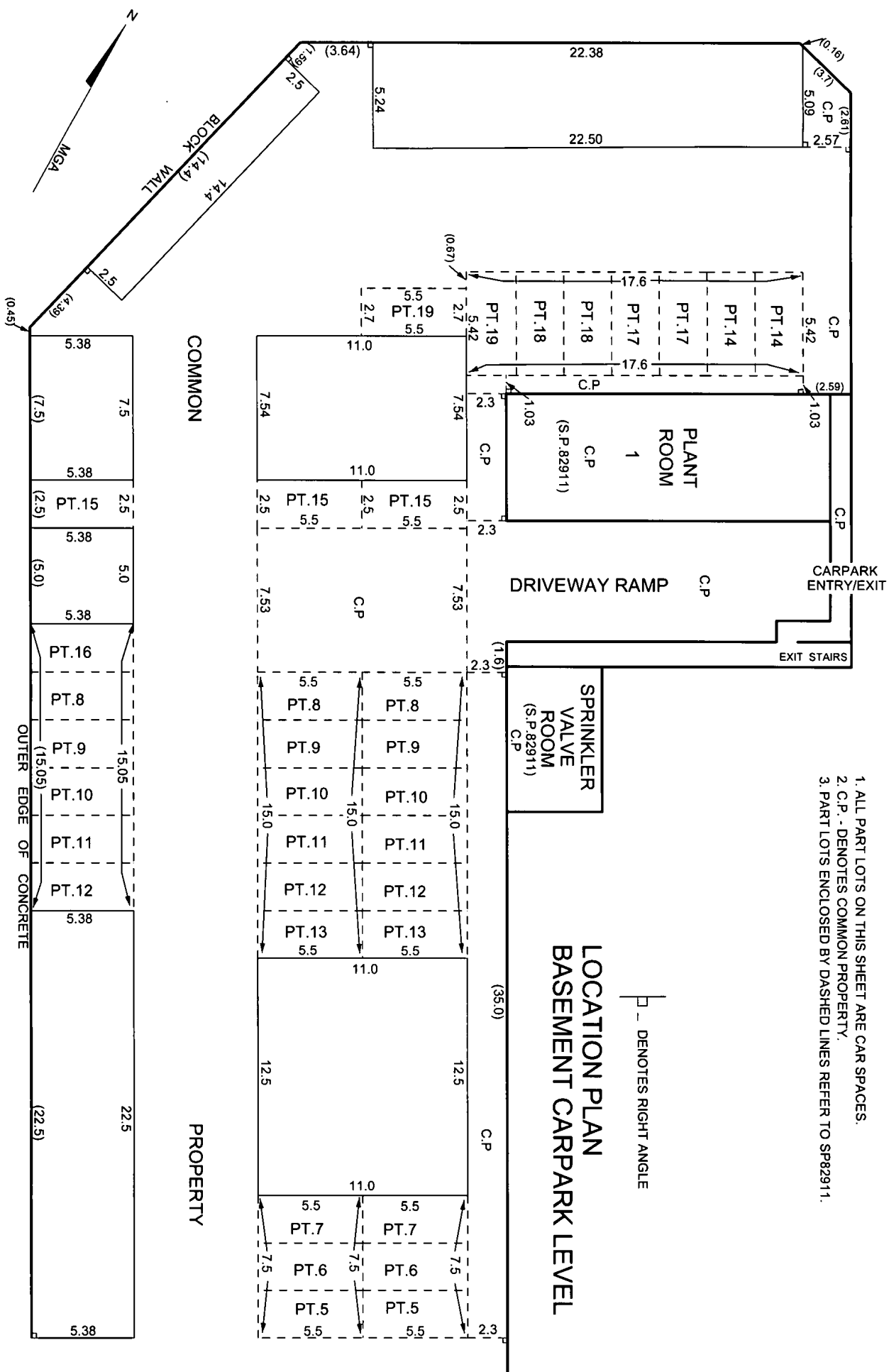
PRINTED ON 4/7/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

'S F W' DENOTES SOUTHERN FACE OF WALL.



SP84198 P



1. ALL PART LOTS ON THIS SHEET ARE CAR SPACES.
2. C.P. - DENOTES COMMON PROPERTY.
3. PART LOTS ENCLOSED BY DASHED LINES REFER TO SP82911.

 - DENOTES RIGHT ANGLE

LOCATION PLAN BASEMENT CARPARK LEVEL

COMMON

PROPERTY

ADJOINS SHEET No.3

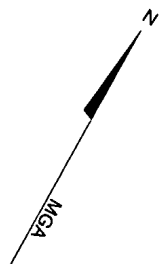
OUTER EDGE OF CONCRETE

Surveyor: BARRY MYLES O'MALLEY
Surveyor's Ref: 706/2
Subdivision No:
Lengths are in metres. Reduction Ratio 1:200

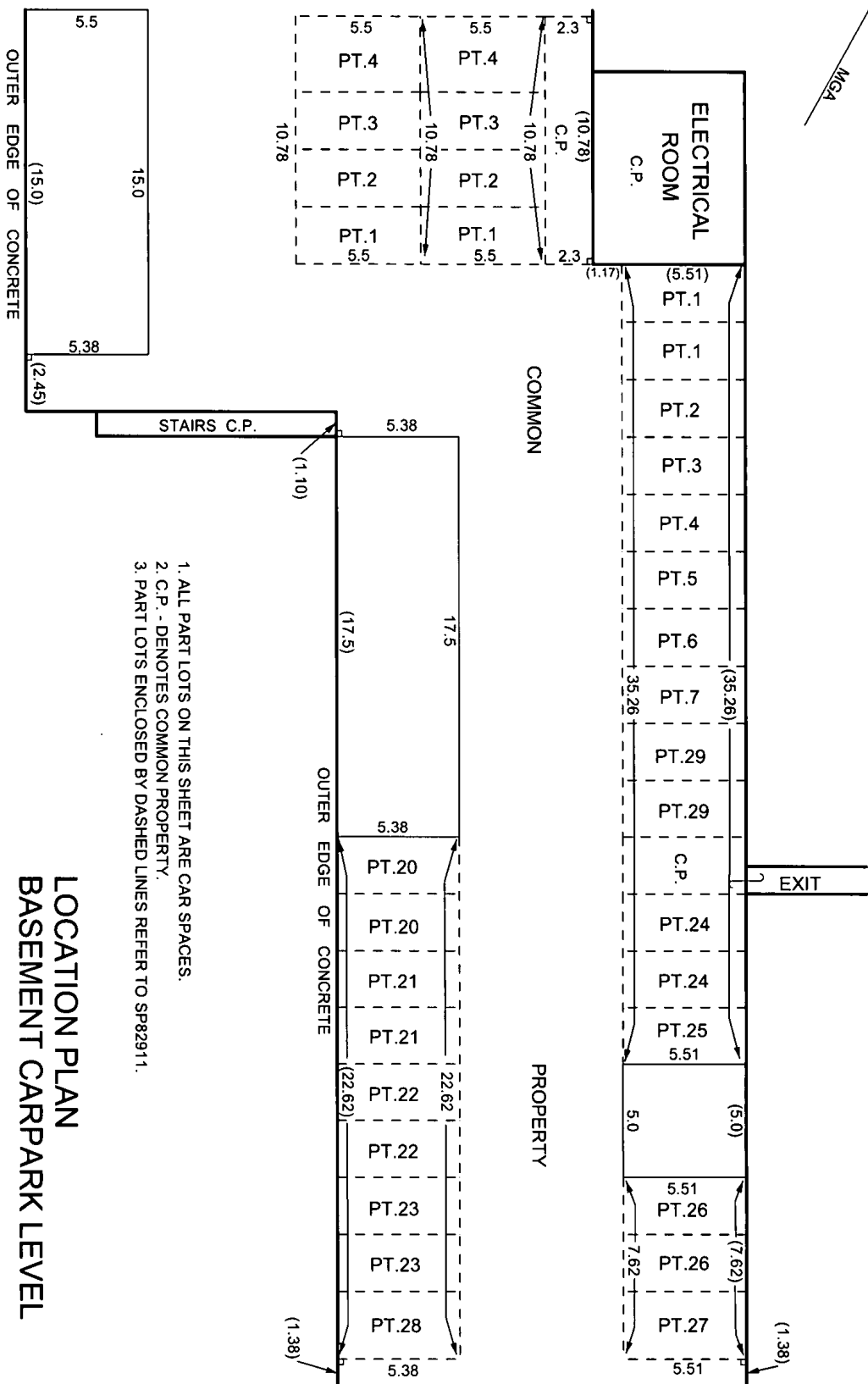
Registered

20.8.2010

SP84198



ADJOINS SHEET No.2



1. ALL PART LOTS ON THIS SHEET ARE CAR SPACES.
2. C.P. - DENOTES COMMON PROPERTY.
3. PART LOTS ENCLOSED BY DASHED LINES REFER TO SP82911.

LOCATION PLAN BASEMENT CARPARK LEVEL

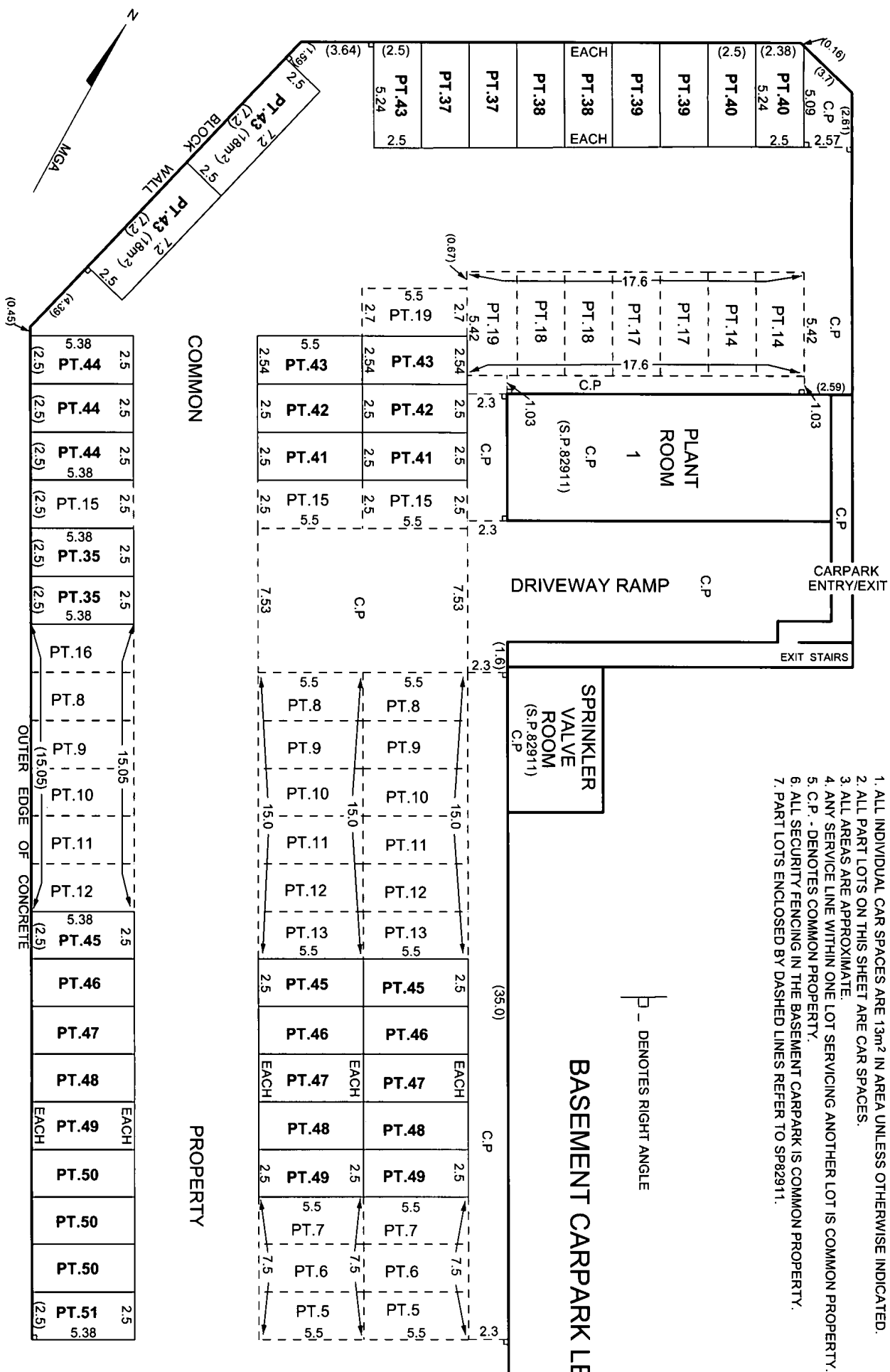
└─ DENOTES RIGHT ANGLE

Surveyor: BARRY MYLES O'MALLEY
Surveyor's Ref: 706/2
Subdivision No:
Lengths are in metres. Reduction Ratio 1:200



Registered
20.8.2010

SP84198



ADJOINS SHEET No.5

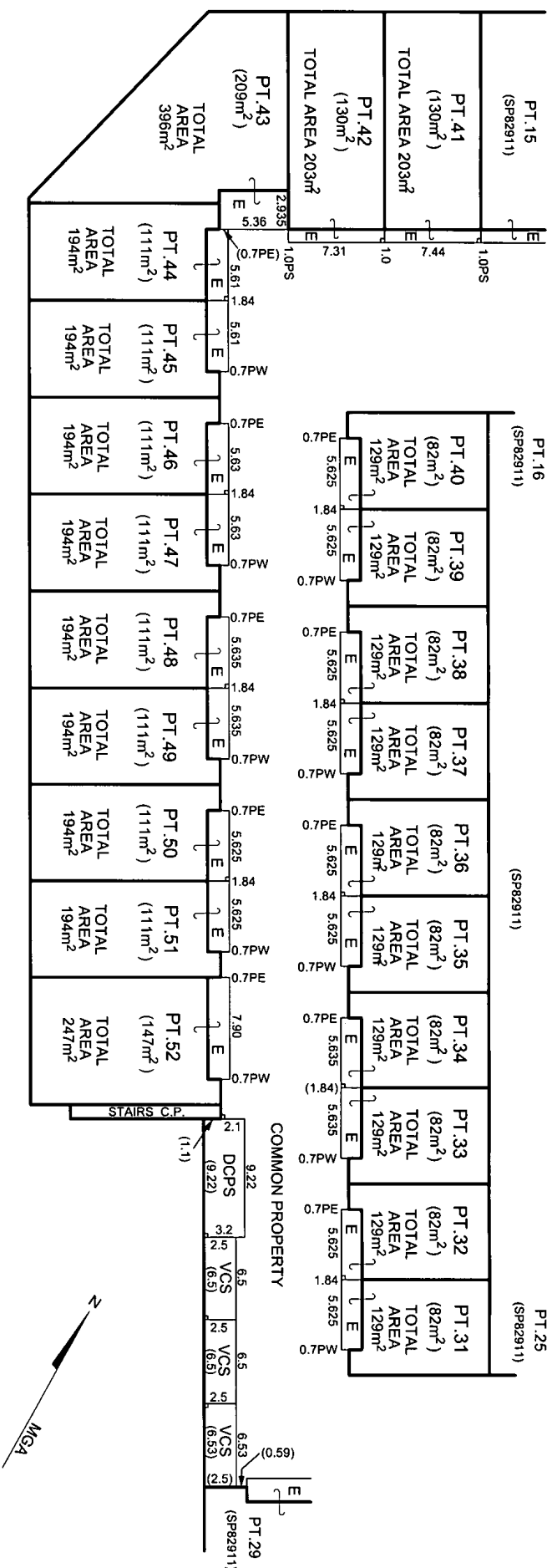
Surveyor: BARRY MYLES O'MALLEY
Surveyor's Ref: 70612
Subdivision No:
Lengths are in metres. Reduction Ratio 1:200

Registered

SP84198



SP84198



1. ALL AREAS ARE APPROXIMATE.
2. 'T' DENOTES RIGHT ANGLE.
3. 'E' DENOTES ENTRY.
4. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
5. 'DCPS' DENOTES DISABLED CARPARKING SPACE (COMMON PROPERTY).
6. 'PN' DENOTES PROLONGATION OF NORTHERN FACE OF WALL.
7. 'PS' DENOTES PROLONGATION OF SOUTHERN FACE OF WALL.
8. 'PE' DENOTES PROLONGATION OF WESTERN FACE OF WALL.
9. 'PW' DENOTES PROLONGATION OF EASTERN FACE OF WALL.
10. THE STRUTUM OF THE ENTRY AREAS DENOTED 'E' ARE LIMITED IN HEIGHT TO 5.0 METRES, WHERE NOT COVERED, ABOVE THE UPPER SURFACE OF THEIR CONCRETE BASE.
11. 'CP' DENOTES COMMON PROPERTY.
12. 'VCS' DENOTES VISITOR CARPARKING SPACE (COMMON PROPERTY).

GROUND FLOOR LEVEL

Surveyor: BARRY MYLES O'MALLEY
 Surveyor's Ref: 70612
 Subdivision No:
 Lengths are in metres. Reduction Ratio 1:350

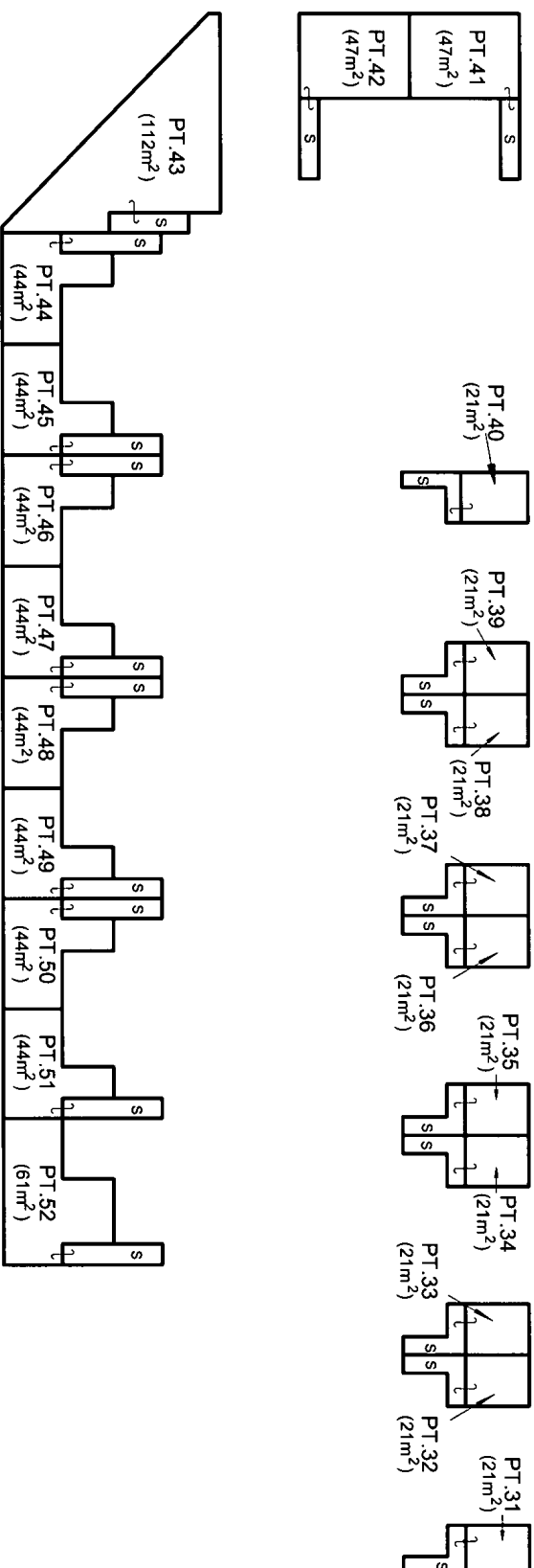


Registered
 20.8.2010

SP84198



1. ALL AREAS ARE APPROXIMATE.
2. 'S' DENOTES STAIRS.



MEZZANINE LEVEL 1

Surveyor: BARRY MYLES O'MALLEY
Surveyor's Ref: 70612
Subdivision No:
Lengths are in metres. Reduction Ratio 1:350



Registered
20.8.2010

SP84198

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

The Owners – Strata Plan No. SP82911
~~59 – 69 HALSTEAD STREET,~~
~~SOUTH HURSTVILLE NSW 2221~~



SP84198 S

Registered:  20.8.2010

Purpose: STRATA PLAN

PLAN OF SUBDIVISION LOT 30 IN SP82911

INDUSTRIAL ~~Model by-laws adopted for this scheme~~

~~*Keeping of animals: Option A/B/C~~

~~*Schedule of By-laws in _____ sheets filed with plan~~

~~*No By-laws apply~~

* strike out whichever is inapplicable

Strata Certificate

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

~~strata plan~~ strata plan of subdivision

illustrated in the annexure to this certificate.

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

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

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

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

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

Date 22 July 2010

Subdivision No. 255-2/09

Accreditation No. -

Relevant Development Consent No. DA/2009/255

Issued by K. C. C.


 Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

LGA: KOGARAH

Locality: SOUTH HURSTVILLE

Parish: ST. GEORGE

County: CUMBERLAND

Surveyor's Certificate

I, BARRY MYLES O'MALLEY.....

of 2/25 AMANDA CRES, FORSTER KEYS NSW 2428.....

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

- (1) each applicable requirement of
 *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 *Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986
 has been met;
- (2) ~~(a) the building encroaches on a public place;~~
~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
~~*has been created by registered~~
~~*is to be created under section 88B of the Conveyancing Act 1919~~
- (3) *the survey information recorded in the accompanying location plan is accurate.

Signature: Barry O'Malley

Date: 15 June 2010

* Delete if inapplicable

SURVEYOR'S REFERENCE: 706/2

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

* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 30 IN SP82911

SP84198

Registered:



20.8.2010

Strata Certificate Details: Subdivision No: 255-2/09

Date: 22 July 2010

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

ON GROUND UNIT No.	PLAN STRATA LOT	UNIT ENTITLEMENT	ON GROUND UNIT No.	PLAN STRATA LOT	UNIT ENTITLEMENT
28	31	14	44	47	21
29	32	14	45	48	21
30	33	14	46	49	21
31	34	14	47	50	21
32	35	14	48	51	21
33	36	14	49	52	27
34	37	14	AGGREGATE		426
35	38	14			
36	39	14			
37	40	15			
38	41	24			
39	42	24			
40	43	42			
41	44	21			
42	45	21			
43	46	21			

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

EXECUTED BY
MCINTOSH INDUSTRIAL DEVELOPMENTS P/L
ABN 70 087 350 381

ROSS MCINTOSH

SOLE DIRECTOR & SECRETARY

Mortgagee under Mortgage No. AC869522

Signed at Sydney this 5th day of

AUGUST

2010 for National

Australia Bank Limited ABN 12 004 044 937

by Jennifer De Silva

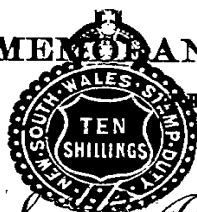
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 3 Attorney

Witness/Bank Officer Rachel Richards
255 George Street, Sydney NSW

Transfer
Endorsement
Certificate

MEMORANDUM OF TRANSFER



(REAL PROPERTY ACT, 1900.)

A37003K



FEE SIMPLE

Name, residence, occupation, or other designation, in full, of transferor.

A37003

- b If a less estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,* in consideration of *Sixty two pounds nine Shillings* (£62-9-0)

- e Name, residence, occupation, or other designation in full, of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

paid to me by *Frank William Hall of Yaralla Street Newtown Gentleman*

the receipt whereof I hereby acknowledge,

- f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said *Frank William Hall*

- g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in **ALL THAT** piece of land containing *four acres and one-half* ~~perches or thereabouts~~

- h Parish or town and county.

situate in *Municipality of Hagarah, Parish of St George and County of Cumberland*

- i "The whole" or "part," as the case may be.

being *part* of the land comprised in *Certificate of Title*

- j "Crown Grant," or "Certificate of Title." Strike out if not appropriate.

dated *19th December 1912* registered volume No. *2325* folio *100*

- k These references will suffice, if the whole land in the grant or certificate be transferred.

~~And also in the case of a leasehold~~

And being Lot 18, as shown upon a plan deposited at the Land Titles Office Sydney and numbered 6282. And the said Frank William Hall doth hereby for himself his heirs executors administrators or assigns covenant and agree with the said S. W. Realty Co. Limited and its assigns that he the said Frank William Hall his heirs executors administrators or assigns shall not nor will at any time hereafter erect or permit or suffer to be erected on the lot hereby transferred any building of less value than One hundred and fifty pounds (£150) And that on the erection of any such building the said lot shall be fenced. That no advertising hoarding shall be erected on the lot hereby transferred. And also reserving right of drainage 10 feet wide as shown on deposited plan.

- l If a plan is referred to, it should be delineated in the "plan hereon" or "annexed hereto" or "described as follows," viz.:

Any annexure must be signed by the parties and their signatures witnessed. It should also be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

[Rule up all blanks before signing.]

- m Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no alterations are possible. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, as noticed in the attestations.

p See note "c," page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESSES
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.

If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained to
him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

St 2152

the common seal of N.S.W. Realty Co. Limited was hereunto subscribed my name, at
In witness whereof, I have hereunto subscribed my name, at
first day of *July* in the year
of our Lord one thousand nine hundred and *thirteen*.

Signed in my presence by the said

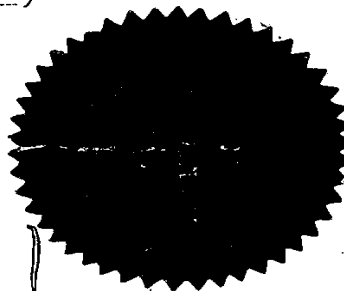
WHO IS PERSONALLY KNOWN TO ME

Transferrer.*

Signed

P. S. M.
Realty Co. Limited

1st *July*
1913
John Sheering
for



Arthur Dickson
Managing Director.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

to an ordinary
attestation is sufficient.
Unless the instrument
contains some special
covenant by the Trans-
ferree, his signature
will be dispensed with
in cases where it is
established that it
cannot be procured
without difficulty.
It is, however, always
desirable to afford a
clue for detecting
forgery or personation,
and for this reason
it is essential that the
signature should, if
possible, be obtained.

Signed in my presence by the said

Frank William Hall

WHO IS PERSONALLY KNOWN TO ME

Samuel Levy

Michael

Sydney

Frank William Hall

Transferree.

(* The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

We the undersigned William Cadell, John Hunter Stephenson and Octavius Wilkinson Bowley hereby release the land comprised in the within Memorandum of transfer from Memorandum of Mortgage registered No 657445 and from all moneys thereby secured

Dated the 1st day of July — one thousand nine hundred and thirteen

Witness to signature of William Cadell & Octavius W. Bowley

William Cadell

Witness to signature of John Hunter Stephenson and Octavius Wilkinson Bowley

John Hunter Stephenson
Octavius W. Bowley

Oliver Hills

Clerk, to the Land Office
Sol Sydney

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the

name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.
Not required if the instrument itself be made or acknowledged before one of these parties.
r Name of witness and residence.
s Name of Transferor.
t Name of Transferor.

Vol 18 DL 6282.

upab. Kogarah.

Subject to Covenants

Lodged by

(Name)

(Address)

N. S. W. Realty Co
Limited

Transferor.

Frank William Hall

Transferree.

Particulars entered in the Register Book, Vol. 2325

Folio 100.

the 22nd day of July, 1913.

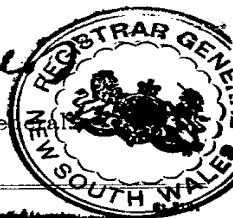
at minutes 11 o'clock.

in the fore noon.

N. S. W. Realty Co

Registrar General

25 JUL 1913



	DATE	INITIALS.
SENT TO SURVEY	26 JUL 1913	AR
REMOVED FROM RECORDS		
DRAFT WRITTEN		AS
DRAFT EXAMINED		CB
RET'D TO RECORDS { REQUISITE		
{ REGISTR.		
DRAFT FORWARDED		
REMOVED FROM RECORDS		
CERTIFICATE ENGROSSED		
DIAGRAM COMPLETE		
CERTIFICATE EXAMINED		
ACCOUNTANT		
DEP. REGISTRAR GENERAL		

VOL 2387 127

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION.—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and the transferee is required to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for each new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land be transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is registered.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

25 JUL 1913

Fees:

Transfer
Endorsement
Certificate
3815
1000

FEE SIMPLE.

a Name, residence, occupation, or other designation, in full, of transferor.

A198935

b If a less estate, strike out "in fee simple," and interline the registered alteration.

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

Name, residence, occupation, or other designation, in full, of transferee.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

f If to two or more, state whether as joint tenants or tenants in common.

g Area in acres, rods, or perches.

h Parish or town and county.

"The whole" or "part," as the case may be.

"Crown grant," or "Certificate of Title."

Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been lodged, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:

"as defined in the 'plan hereon for annexed hereto' or 'described as follows,' viz."

Any annexure must be signed by the parties and their signatures witnessed.

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

SE
REDUCTION
12/401

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

MEMORANDUM OF TRANSFER.

REAL PROPERTY ACT, 1900.)



N.S.W.
DEPARTMENT
30.8.15K
OF
REVENUE



New South Wales, REC'D - 3 SEP 1915 2.55 PM

RE-L: 24 SEP 1915 3 PM

R - 7 OCT 1915 4 P.M.

A198935

I, N. S. W. Realty Co Ltd

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of

Forty Five pounds (£45 -)

paid to me by Mary Ann Neeson wife of William Herbert Neeson of Hurstville
Watchman

the receipt whereof I hereby acknowledge

do hereby transfer to the said Mary Ann Neeson

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

situate in the Municipality of Rozelle Parish of St George and County of Cumberland

being part of the land comprised in Certificate of Title dated 19th December 1912 registered volume No. 2325 folio 100

and also in the pieces of land as follows:— and being lot Seventeen

(17) as shown on Deposited Plan No 6282
reserving thereout drainage reserve 10 (ten) feet wide
as shown on said Deposited Plan

And the said Mary Ann Neeson doth hereby for herself her heirs executors administrators and assigns COVENANT AND AGREE with the said N.S.W. REALTY CO. LIMITED and its assigns that she the said Mary Ann Neeson her heirs executors administrators and assigns shall not nor will at any time hereafter erect or permit or suffer to be erected on the lot hereby transferred any dwelling of less value than ONE HUNDRED AND FIFTY POUNDS (£150:0:0) and that on the erection of any such building the said lot shall be fenced.

AND no advertisement hoarding shall be erected on the lot hereby transferred.)

COVENANT UNENFORCEABLE
SEE (1905) 82 W.L. (PT. 2) 241
17-3-1973

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and these must be written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

Drainage reserve
10ft wide

pe

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "c," page 1.
A very short note of
the particulars will
 suffice.

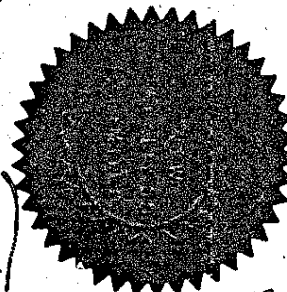
Subject to drainage reserve of 10 feet
as shown on deposited plan N 6282 } RR
21/9/11

The Common Seal of
N.S.W. Realty Co Limited

was hereto affixed by the Managing Director

this 25th day of August
1915

In the presence of
Paul Werning
Solicitor



Managing Director

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferee is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferee or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

SS 3121

[Rule up all blanks before signing.]

In witness whereof, I have hereunto subscribed my name, at
the day of in the year
of our Lord one thousand nine hundred and

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Signed

Transferrer.*

*If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or impersonation, and for this reason it is essential that the signature should, if possible, be obtained.

* Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said

Mary Ann Pearson

WHO IS PERSONALLY KNOWN TO ME

Robert Towns Osborne
Solicitor Sydney

M. A. Pearson

Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See Note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to the contrary, of £50; also, to damages recoverable by parties injured.

I Robert Towns Osborne of Foxton Bungendore Grazier the Mortgagee referred to in Memorandum of Mortgage No. A. 146854 being satisfied that the remaining land comprised in said Memorandum of Mortgage is sufficient security for the Mortgage debt hereby release the piece of land above described being lot 17 from the said Memorandum of Mortgage.

DATED THIS

25th

day of

August

1915.

SIGNED in my presence by the

said Robert Towns Osborne who

is personally known to me

R. T. Osborne

H. Stuart Wilson

Solicitor Sydney

FORM OF DECLARATION BY ATTESTING WITNESS

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferrer.

Name of Transferee.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

No. **A198935**

Memorandum of Transfer off.

2a 3a 12/4p Lot 14 DP 6282

John Kogarah
St George
Bo. Cland

Reserving Right of Drainage
(Subject to Covenants)

Lodged by

(Name).....

(Address).....

N.S.W. Realty Co. Ltd. Transferrer.
Mary Ann Neeson Transferee.

Particulars entered in the Register Book, Vol. 2325

Folio 100

the 4th day of October, 1915,

at minutes 14 o'clock

in the afternoon



DATE IN. I.A.S.
OCT - 9 AM, 23 9 15
27 20 15
5 10 15
6 10 15

A203256 resm7

OCT 9 - A

OCT 11 1915
12 OCT 1915

2613 150

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be required on payment of an additional fee; but to save this expense, it is intended to make several transfers of the same land, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates for each additional Certificate.
The fees on transfer are payable on each transfer, whether be made to a Transferee or required for the residue. By the amendment Act of 1912, the purchaser is not compelled to take out a new Certificate on the transfer of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete when the memorial is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B. ALL LANDS GRANTED FROM THE CROWN SINCE 1st JANUARY, 1800, ARE, ipso facto, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.



R.P. 13. No. 337220
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)

FEES:— £ s. d.
Lodgment ...
Endorsement...
Certificate ...
Stamp ...



102/15
1110

(Trusts must not be disclosed in the transfer.)

A, THE COUNCIL OF THE MUNICIPALITY OF SYDNEY

£250E

Typing or handwriting in this instrument should not extend into any margin. Its heading should be clear and legible and in permanent black or blue ink. Copying ink.

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of two hundred and fifty pounds

(£ 250) (the receipt whereof is hereby acknowledged) paid to it by

WILLIAM DANIEL MURPHY of Carlton in the State of New South Wales, Electrical Contractor

(herein called transferee)

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL the land mentioned in the schedule following:—

County	Parish	Reference to Title (c)			Description of Land (if part only) (d)
		Whole or Part	Vol.	Fol.	
Cumberland	St. George	part	4979	189	being Lot 3 shown on Deposited Plan to be numbered in pursuance of P125473

And the transferor covenants with the transferee its successors and assigns as set forth in the annexure hereto marked with the letter "A".

ENCUMBRANCES, &c., REFERRED TO:

Document in Transfer A198935.

Signed at Sydney the first day of February 1950
in the presence of the Council of the Municipality of Sydney
Resolution passed by the said Council on the 17th day of March, 1949.

W.D. Murphy
To: C. Clerk. Transferee.*

*Signed

W.D. Murphy
Mayor.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

W.D. Murphy

W.D. Murphy
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

THIS SPACE TO BE LEFT FREE FROM NOTATION. (If part cancelled)

NOT TO BE ALTERED BY ERASURE—See Foot Note.

This is the instrument marked "A" referred to in the instrument of Transfer dated
the day of February 1950 between the Municipality of Kogarah and Edward John Henry of Lot 2 Deposited Plan

The Transferee for himself his heirs or assigns administrators and assigns or
other the Registered Transfer for the time being of the said hereby transfer
the covenants with the Transferrer as follows :-

1. The subject land shall not be used for any purpose other than an industry
approved by the Transferrer or its successors and any such industry shall be of
such a nature that no noise, dirt, smoke, fumes or any other nuisance public
or private shall arise.
2. The number of employees employed by any person, persons or corporate body
carrying on any industry or business on the said land shall not exceed twenty
at any one time.
3. No refuse of any description nor any residue from any processes involved
in any industry carried on upon the said land shall be deposited on the land.
4. No person shall build, erect or cause to be built or erected on the
subject land any building other than one of brick or stone having a roof of
tile or other material approved by the Council in writing nor shall any build-
ing of more than one storey be erected upon the subject land.
5. No building shall be erected closer to the street alignment than twelve
feet nor closer to the boundary on one side than five feet and ten feet on the
other side.
6. No more than half the area of the said land shall be built upon.
7. No fence shall be erected upon any boundary of the subject land unless the
design of the same shall first be approved by the Transferrer or its successors
and any such fence must not exceed a height of two feet six inches along the
street alignment or a height of twelve feet on other boundaries.
8. The Purchaser for the benefit of the adjoining land but only during the
ownership thereof by the Transferrer covenants with the Council that no fence
shall be erected on the land hereby conveyed or transferred to divide it from
such adjoining land without the consent of the Council or its successors but
such consent shall not be withheld if such fence is erected without expense to
the Transferrer or its successors and in favour of any person dealing with the
purchaser or his assigns such consent shall be deemed to have been given in
respect of every such fence for the time being erected.
9. The area between any building erected upon the subject land and the street
alignment shall be planted with grass or shrubs or both and maintained in a
condition satisfactory to the Transferrer or its successors, ~~other than the~~
~~minimum requirement prescribed under any law~~
10. No advertisement sign or hoarding of any kind shall be erected or
displayed upon the subject land, other than the minimum requirement prescribed
under any law.
11. It is expressly agreed and declared that notwithstanding any provision
contained in any present or future State or Federal Act, Ordinance or Regulation
postponing payment of money or reducing rates of interest, the Transferrer's
rights, powers and remedies under these covenants whether expressed or implied
shall nevertheless be exercisable or enforceable against the Transferee.

The benefit of the foregoing covenants 1 to 7 inclusive and 9 to 11 inclusive
is intended to be for the land comprised in Deposited Plan 6282 and the burden
of all the foregoing covenants is upon the land hereby transferred.

The above covenants may be released, varied or modified by the Transferrer
or its successors.

The Common Seal of the Council of the
Municipality of Kogarah was hereunto
affixed in pursuance of a Resolution
passed by the said Council on the
Seventeenth day of March,
1949.

L. L. Secretary
Mayor.

Edward John Henry
Clerk.

Signed in my presence by the Trans-
feree who is personally known to
me :

Wayata J. J.

W. Murphy
Transferee.

B

No. **F337220**

LODGED BY
CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

SEABROOK ROAD
133 HILL STREET
M. 2250 SYDNEY

I, _____ mortgagee under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of— _____

CERTIFICATE OF J.P. &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand _____
nine hundred and _____ the attesting witness to this instrument
and declared that he personally knew _____ the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said _____ is _____ own handwriting, and
that _____ he was of sound mind and freely and voluntarily signed the same.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
N	<i>Subject to covenant.</i>	To be filled in by person lodging dealing.
Checked by <i>[Signature]</i>	Particulars entered in Register Book, <i>187</i> Volume <i>4878</i> Folio <i>190</i>	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>24th</i> day of <i>July</i> 19 <i>52</i> at _____	Received _____ Docs. _____ Nos. _____
Signed by <i>[Signature]</i>	minutes past <i>12</i> o'clock in the _____ <i>[Signature]</i> Registrar-General <i>[Seal]</i>	Receiving Clerk. _____

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initialed	Date
Sent to Survey Branch...		
Received from Records...	<i>[Signature]</i>	<i>1/8/52</i>
Draft written ...	<i>[Signature]</i>	<i>1/8/52</i>
Draft examined ...	<i>[Signature]</i>	<i>22/8/52</i>
Diagram prepared ...	<i>[Signature]</i>	<i>2/9/52</i>
Diagram examined ...	<i>[Signature]</i>	<i>2/9/52</i>
Draft forwarded ...	<i>[Signature]</i>	<i>2/9/52</i>
Supt. of Engrossers ...	<i>[Signature]</i>	<i>4/9/52</i>
Cancellation Clerk ...	<i>[Signature]</i>	<i>4/9/52</i>

VOL. **6553** Fol. **104**

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties to be signed without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- to 5/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains endorsement purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue

✓ 10-00

TO THE REGISTRAR-GENERAL,

CYANAMID AUSTRALIA PTY. LIMITED a Company duly incorporated under the laws of New South Wales and having its registered office at 59 Halstead Street Hurstville, the registered proprietor of the land comprised in Certificate of Title Volume 9427 Folio 19 hereby requests you to make all necessary entries in the Register Book for noting the effect of the Deed made the Eighth day of December 1969 varying the restrictive covenant contained in Memorandum of Transfer No 337220 which is noted on the said Certificate of Title.

In support of this request Certificate of Title Volume 9427 Folio 19 was lodged in the office of the Registrar General on the Tenth day of December 1969 under Dealing No. L677889.

DATED this Fourth day of January 1970.


.....
Solicitor for
Cyanamid Australia Pty. Limited

Correct to L677889

5000 RP-1E

L713197

F. P. Donohoe

Request.

Particulars entered in Register Book

on 13. 2. 1970

at 2 o'clock

Janetson
REGISTRAR GENERAL



69 DEC 10 PM 2 54

NEW SOUTH WALES

\$ 0.300

STAMP CY/DOITY

2.45
14 JAN 1970

THIS DEED made the 8th day of December One thousand nine hundred and sixty-nine BETWEEN THE COUNCIL OF THE MUNICIPALITY OF KOGARAH (hereinafter called "the Council") of the One Part AND CYANAMID AUSTRALIA PTY. LIMITED a Company duly incorporated under the laws of the State of New South Wales and having its registered office at 59 Halstead Street Hurstville (hereinafter called "Cyanamid") of the Other Part

WHEREAS:

- (a) Cyanamid has agreed to purchase an estate in fee simple in the land referred to in Certificate of Title Volume 9427 Folio 19 which said land is situate at Halstead Street Hurstville in the Municipality of Kogarah Parish of St. George County of Cumberland.
- (b) The said land is subject to the burden inter alia of the covenants noted on Transfer number F337220.
- (c) Cyanamid desires that the said covenants be released varied or modified in the manner appearing herein.
- (d) The Council is the party whose consent to such release variation or modification is stipulated for.
- (e) The Council has agreed to consent to such releases variations and modifications.

THE PARTIES HERETO COVENANT AS FOLLOWS:

1. In consideration of the payment of one cent (\$0.01) to the Council by Cyanamid the Council consents to the releases variations and modifications hereunder.
F337220
2. The covenants noted on Transfer number ~~F337220~~ and numbered 2, 5 and 6 respectively are hereby released.
3. The covenants contained in the said Transfer number ~~F337220~~ in paragraph 4 shall be and the same are hereby modified and varied by deleting the said paragraph and by inserting in lieu thereof the following:-
"No person shall build erect or cause to be built or erected on the subject land any building other than one constructed of brick or stone nor shall any building of more than two (2) storeys be erected upon the subject land."
F337220
4. The covenant numbered 10 contained in the said Transfer number F337220 is hereby varied or modified by inserting after the word "law" the words "unless the erection or display of such advertisement sign or hoarding has been approved by the Council."

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first hereinbefore written."

41651A

41651-2A

A.P. Donohue

THE COMMON SEAL of THE COUNCIL OF THE
MUNICIPALITY OF KOCARAH was hereunto
affixed by resolution of a duly con-
stituted meeting of the Council on
the Fifteenth day of September, 1969.

M. B. ...
MAYOR
J. ...
TOWN CLERK.

THE COMMON SEAL of CYANAMID AUSTRALIA
PTY. LIMITED was hereunto affixed by
Order of the Board and in the presence
of:

P. Roberts
SECRETARY.

K. R. Gollan
DIRECTOR.



R.P. 13. No. _____
New South Wales.

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

H 25 9 52 H 25 9 52 G



(Trusts must not be disclosed in the transfer.)

I, THE COUNCIL OF THE MUNICIPALITY OF KOGARAH

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

(herein called transferor)

being registered as the proprietor of an estate in *fee simple** in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of two hundred and fifty pounds

(£ 250) (the receipt whereof is hereby acknowledged) paid to it by

ARTHUR SYDNEY MULLAN of Bexley, Pattern maker and manufacturer

(herein called transferee)

do hereby transfer to the said transferee*

ALL such its Estate and Interest in ALL the land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	St. George	part	4979	189	being lot 5* shown on Deposited Plan 24112.

And the transferee covenants with the transferor* its successors and assigns as set forth in the annexure hereto marked with the letter "A".

ENCUMBRANCES, &c., REFERRED TO.*

Subject to covenants in Transfer No A 198935

Signed at *Kogarah* the *Eleventh* day of *September* 1952
Signed in my presence by the transferor
hereinto attested in pursuance of
a resolution passed by the said
Council on the 22nd day of May 1952
John O'Connell Mayor.
John O'Connell Town Clerk. Transferor.*

*Signed

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee
ARTHUR SYDNEY MULLAN
WHO IS PERSONALLY KNOWN TO ME
Arthur Sydney Mullan

Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

F 851425

No.

LODGED BY

CONSENT OF MORTGAGEE.¹
(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 .
Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.¹

Signed at the day of 19 .
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.^k

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

i This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

j Strike out unnecessary words. Add any other matter necessary to show that the power is cumulative.

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged by two or more of these parties.

INDEXED		MEMORANDUM OF TRANSFER		DOCUMENTS LODGED HEREWITH.	
		Subject to Covenant		To be filled in by person lodging dealing.	
Checked by		Particulars entered in Register Book,		1. Received Docs.	
Volume 4979 Folio 189				2. Nos.	
Passed (in S.D.B.) by		the 15 day of May 1923 at		3.	
Signed by		minutes past 12 o'clock in the noon.		4.	
				5.	
				6.	
				7.	
				Receiving Clerk.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...		
Draft examined...		
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engravers ...		
Cancellation Clerk ...		
VOL. 6668	FOL. 46	

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominion, the instrument must be signed or acknowledged before the Registrar-General or Recorder of the State, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 1/- for each new Certificate of Title issued, (e) 5/- where the Transfer contains a covenant purporting to affect the user of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/- for each additional folio where the Certificate exceeds ten folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue

F 851425

THIS IS the annexure marked "A" referred to in Memorandum of Transfer dated the fifth day of September one thousand nine hundred and forty two BETWEEN THE COUNCIL OF THE MUNICIPALITY OF KOGARAH and ARTHUR SYDNEY MULLAN of Lot 5 Deposited Plan No. 24112.

And the Transferree for himself his heirs executors administrators and assigns or other the Registered Proprietor for the time being of the land hereby transferred covenants with the Transferror as follows :-

1. The subject land shall not be used for any purpose other than an industry approved by the Transferror or its successors and such industry shall be of such a nature that no noise, dust, smoke, fumes or any other nuisance public or private shall arise.
2. The number of employees employed by any person, persons or corporate body carrying on any industry or business on the said land shall not exceed twenty at any one time.
3. No refuse of any description nor any residue from any processes involved in any industry carried on upon the said land shall be deposited on the land.
4. No person shall build, erect or cause to be built or erected on the subject land any building other than one of brick or stone having a roof of tile or other material approved by the Council in writing nor shall any building of more than one storey be erected upon the subject land.
5. No building shall be erected closer to the street alignment than twelve feet nor closer to the boundary on one side than five feet and ten feet on the other side.
6. No more than half the area of the said land shall be built upon.
7. No fence shall be erected upon any boundary of the subject land unless the design of the same shall first be approved by the Transferror or its successors and any such fence must not exceed a height of two feet six inches along the street alignment or a height of twelve feet on other boundaries.
8. The Purchaser for the benefit of the adjoining land but only during the ownership thereof by the Transferror covenants with the Council that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Council or its successors but such consent shall not be withheld if such fence is erected without expense to the Transferror or its successors and in favour of any person dealing with the Purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.
9. The area between any building erected upon the subject land and the street alignment shall be planted with grass or shrubs or both and maintained in a condition satisfactory to the Transferror or its successor.
10. No advertisement sign or hoarding of any kind shall be erected or displayed upon the subject land other than the minimum requirement prescribed under any law.
11. It is expressly agreed and declared that notwithstanding any provision contained in any present or future State or Federal Act, Ordinance or Regulation postponing payment of money or reducing rates of interest, the Transferror's rights, powers and remedies under these covenants whether expressed or implied shall nevertheless be exercisable or enforceable against the Transferree.

The benefit of the foregoing covenants 1 to 7 inclusive and 9 to 11 inclusive is intended to be for the land comprised in Deposited Plan No. 6282 and the burden of all the foregoing covenants is upon the land hereby transferred.

The above covenants may be released, varied or modified by the Transferror or its successors.

The Common Seal of the Council of the Municipality of Kogarah was hereunto affixed in pursuance of a Resolution passed by the said Council on the 22nd day of May, 1950.

..... Mayor.

Signed in my presence by the Transferee ARTHUR SYDNEY MULLAN who is personally known to me:

..... Town Clerk.

..... d. S. Mullan
Transferee

G 984624

L2-15-0
24/6/88

To the Registrar-General,

10
B. & V. L. GOODE PTY. LIMITED, a duly incorporated company
whose registered office is situated at 69 Halstead Street, Hurstville,
the registered proprietor of the land comprised in Certificates of
Title Volume 6704 Folio 11 and Volume 6668 Folio 46 hereby request
you to make all necessary entries in the Register Book for noting
the effect of the deed made the 14th day of April, 1958, varying
the restrictive covenant contained in Memoranda of Transfers
Nos. F.851425 and F.889809 and which is noted on the said Certifi-
cates of Title.

In support of this request I lodge herewith the following:-

- (i) Certificates of Title.
- (ii) Deed of Modification of Covenant.

Dated this *eleventh* day of *June* 1958.

C/T Forward
The Common Seal of B. & V. L. GOODE
PTY. LIMITED was hereunto affixed
pursuant to a resolution of the
Board of Directors in the presence
of:-

W. L. Lander
.....
Secretary.



B. Goode
.....
Director.

G 984624

Variation of Covenant

*Quinn & Haig
296 Forest Rd.
Hurstville*

M.P.D.
6/2 notice



G 984624

14
14 THIS DEED made the

M 1958

April
day of ~~MARCH~~ One

thousand nine hundred and fifty eight B E T W E E N THE COUNCIL

16
OF THE MUNICIPALITY OF KOGARAH of the one part and B.&V.L.

GOODE PTY. LIMITED a Company duly incorporated under the

Companies Act 1936 of the other part WHEREAS the said B.V.L.

Goode Pty. Limited is the registered proprietor in fee simple

of the land comprised in Certificate of Title Volume 6704

Folio 41 comprising Lot 4 and Certificate of Title Volume 6668

Folio 46 comprising Lot 5 in Deposited Plan No. 24112 situate

at Halstead Street, Hurstville in the Municipality of Kogarah

Parish of St. George County of Cumberland AND WHEREAS the said

Certificates of Title are issued subject inter alia to the

following notification as contained in Transfers F.851425 and

F.889809 -

(1) The subject land shall not be used for any purpose other than an industry approved by the Transferror or its successors and such industry shall be of such a nature that no noise dust smoke fumes or any other nuisance public or private shall arise.

(2) The number of employees employed by any person persons or corporate body carrying on any industry or business on the land shall not exceed twenty at any one time.

(3) No refuse of any description nor any residue from any processes involved in any industry carried on upon the land shall be deposited on the land.

(4) Any building erected shall be brick or stone with tile roof or other material approved nor shall any building be more than one storey.

(5) No building shall be erected closer to the street **B** alignment than 12 ft nor closer to the boundary on one side than 5 ft. and ten feet on the other side.

(6) Not more than half the area of the land shall be built upon

(7) No fence shall be erected unless design first approved

16
33303

- 2 -

by the Transferror or its successor and any such fence must not exceed a height of 2 ft 6 ins. along the street alignment or a height of 12 ft on the other boundaries.

(9) The area between any building and the street alignment shall be planted with grass or shrubs or both and maintained in a condition satisfactory to the Transferror or successor.

(10) No advertisement hoarding shall be erected other than the minimum requirement prescribed under the law.

AND WHEREAS the said covenants in Transfers F.851425 and F.889809 further provide as follows :-

The benefit of the foregoing covenants 1 to 7 inclusive and 9 to 11 inclusive is intended to be for the land comprised in D.P. 6282 and the burden of all the foregoing covenants is upon the land hereby transferred.

The above covenants may be released varied or modified by the Transferor or its successors.

(a) The land to which the benefit of the foregoing covenants 1 to 7 inclusive and 9 to 11 is appurtenant is the whole of the land comprised in D.P. 6282.

(b) the land which is subject to the burden of the said covenants is the land hereby transferred

(c) the persons having the right to release vary or modify the said covenants or any of them and the persons whose consent to a release variation or modification of the covenant is stipulated for is the Council of the Municipality of Kogarah or its successors.

AND WHEREAS the said Council of the Municipality of Kogarah is the Transferor referred to in the said Transfers F.851425 and

F.889809 AND WHEREAS the said Council of the Municipality of Kogarah has agreed at the request of the said B.V.L. GOODE PTY.

LIMITED to vary and modify the said covenants in the manner hereinafter appearing -



- 3 -

NOW THIS DEED WITNESSETH that in consideration of the premises
and of the sum of Ten shillings (10/-) paid by the said B.
E &V.L. GOODE PTY. LIMITED unto the said COUNCIL OF THE MUNICIPALITY
OF KOGARAH (the receipt whereof is hereby acknowledged) the said
Council of the Municipality of Kogarah DOTH HEREBY VARY AND
MODIFY the covenants contained in the said Memoranda of Transfers
F.851425 and F.889809 by deleting therefrom the following words :

"Any building erected shall be of brick or stone with
tiled roof or other material approved nor shall any
building be more than one storey"

and substitute in lieu thereof

"Any building erected shall be of brick or stone with
tile roof or other material approved nor shall any
building be more than two storeys".

IN WITNESS WHEREOF the parties have hereunto set their hands
and affixed their seals the day and year first before mentioned.

The COMMON SEAL of THE COUNCIL
OF THE MUNICIPALITY OF KOGARAH
was hereunto affixed by reso-)
lution of the duly constituted)
meeting of the Council on the Four-
teenth day of April 1958.

Robertson
MAYOR

Deary
DEPUTY TOWN CLERK

E The COMMON SEAL of B&V.L. GOODE
PTY. LIMITED was hereunto af-)
fixed by resolution of the Di-)
rectors in the presence of :-)



B. Jorda
D. Jorda

V. H. Lucas
Per. T. J. P.

B

L 602053

DEED OF VARIATION OF COVENANT

REG. NO. 60 BOOK 2950

NEW SOUTH WALES

\$3.00

STAMP DUTY

*at int. sec \$7.00. paid
14-4-70*

THIS DEED made the Sixteenth day of December One thousand nine hundred and sixty eight BETWEEN THE COUNCIL OF THE MUNICIPALITY OF KOGARAH (hereinafter called "the Council") of the one part AND CYANAMID AUSTRALIA PTY. LIMITED a Company duly incorporated under the laws of New South Wales and having its registered office at 59 Halstead Street, Hurstville (hereinafter called "Cyanamid") of the second part WHEREAS:

- (a) Cyanamid is the registered proprietor of an estate in fee simple in the land referred to in Certificates of Title Volume 6668 Folio 46 Volume 6704 Folio 11 Volume 6581 Folio 172 which said land is situate at Halstead Street, Hurstville in the Municipality of Kogarah Parish of St. George County of Cumberland.
- (b) The said land is subject to the burden of the covenants noted on Transfers numbered A198935 A37003 F851425 (as varied and modified by dealing No. G984624) and F889809 (as varied and modified by dealing No. 984624)
- (c) Cyanamid desires to establish an electrical substation on the aforesaid land and the Council has consented to such establishment
- (d) Cyanamid desires that the said covenants be released varied or modified in the manner appearing herein
- (e) The Council is the party whose consent to such release variation or modification is stipulated for
- (f) The Council has agreed to consent to such releases variations and modifications.

THE PARTIES HERETO COVENANT AS FOLLOWS:

1. In consideration of the payment of one cent (\$0.01) to the Council by Cyanamid the Council consents to the releases variations and modifications hereunder.
2. The Covenants noted on Transfers numbered A198935 and A37003 respectively shall upon registration hereof be released.
3. The Covenants noted on Transfer number F851425 and contained in paragraphs 2, 5 and 6 respectively shall upon registration hereof be released.

*H. B. Stammers
A. H. H. H.*

Dei... J.P.

4. The Covenants noted on Transfer number F889809 and contained in paragraphs (b) and (e) and (f) respectively shall upon registration hereof be released.

5. The Covenants noted on Transfers numbered F851425 and F889809 respectively and contained in paragraphs 4 and (d) respectively thereof as varied or modified by dealing number G984624 shall be varied or modified by deleting the said paragraphs together with any amendment contained in dealing number G9844624 and by inserting in lieu thereof:

"No person shall build or erect or cause to be built or erected on the subject land any building other than one constructed of brick or stone nor shall any building of more than two (2) storeys be erected upon the subject land."

6. The Covenants noted on Transfers numbered F851425 and F889809 respectively and contained in paragraphs 10 and (j) respectively shall be varied or modified by inserting after the word "law" the words:

"unless the erection or display of such advertisement sign or hoarding has been approved by the Council."

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

THE COMMON SEAL of the COUNCIL OF)
THE MUNICIPALITY OF KOGARAH was)
hereunto affixed by resolution of)
a duly constituted meeting of the)
Council on the twentyseventh day)
of August, 1968.)

(Sgd.) E. Duggan
Mayor

(Sgd.) J. Forbes
Town Clerk

SEAL OF
MUNICIPALITY OF KOGARAH
-1896-

THE COMMON SEAL of CYANAMID)
AUSTRALIA PTY. LIMITED was)
hereunto affixed by Order of the)
Board and in the presence of:)

(Sgd.) K.R. Gollan
Director
(Sgd.) R.W. Roberts
Secretary

COMMON SEAL OF
CYANAMID AUSTRALIA PTY. LIMITED

H. A. Stammler

Quipona Jr.

- 3 -

I HILARY STAMMERS of 5 Khartoum Road North Ryde Clerk to Messrs. F.P. Donohoe and Son, Solicitors of 156 Castlereagh Street Sydney being duly sworn make oath and say:- The writing contained on the preceding two pages has been compared by me with the original Deed of Variation of Covenants and is a true copy thereof.

Hilary Anne Stammers

SWORN at Sydney this EIGHT day of December One thousand nine hundred and sixty nine before me:

Diipoua J.P.
Justice of the Peace

RECEIVED into the Registration of Deeds Office at Sydney the day of One thousand nine hundred and sixty nine at minutes past o'clock in the noon from HILARY STAMMERS of 5 Khartoum Road North Ryde Clerk to Messrs. F.P. Donohoe & Son, Solicitors of 156 Castlereagh Street, Sydney.

Deputy Registrar

WE, HILARY ANNE STAMMERS and KERIN HODSON being Clerks in the employ of F.P. Donohoe & Son, Solicitors of 156 Castlereagh Street Sydney hereby certify that we have compared the typing above and on the previous two pages (which we have signed) and it is a true copy of the original Deed of Variation of Covenants.

SIGNED at Sydney this Ninth day of December One thousand nine hundred and sixty nine before me:

Hilary Anne Stammers
Kerin Hodson

Diipoua J.P.
A Justice of the Peace

B

19 OCT 10 AM 11 37

L602053

B \$7-00
10/10/69

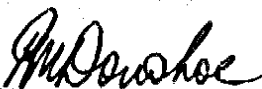
TO THE REGISTRAR-GENERAL

CYANAMID AUSTRALIA PTY. LIMITED a Company duly incorporated under the laws of New South Wales and having its registered office at 59 Halstead Street, Hurstville, the registered proprietor of the land comprised in Certificates of Title Volume 6668 ① Folio 46 and Volume 6704 Folio 11 hereby requests you to make all necessary entries ② in the Register Book for noting the effect of the Deed made the Sixteenth day of December, 1968, varying the restrictive covenants contained in Memoranda of Transfers No. F851421 (as varied and modified by dealing No. GN84624) and FB89809 (as varied and modified by dealing No. GN84624) and which are noted on the said Certificates of Title.

In support of this request the following are lodged herewith:-

- (i) Certificate of Title Volume 6668 Folio 46
Certificate of Title Volume 6704 Folio 11
- (ii) Deed of Variation of Covenants dated 16th December, 1968.

DATED this Ninth day of October, 1969.


.....
Solicitor for
Cyanamid Australia Pty. Limited

L602053

F. P. DONOHUE + SON
156 CASTLEREACH ST
SYDNEY

Request

Particulars entered in Register Books

on 7-1-1970

at 10 o'clock

J. J. J. J.


REGISTRAR GENERAL

*Dup of deed
(misc. sel) 13/1*

ms. Bap/ro

EXTRA FEES
[Signature]
4/13/70
R.G.M.



FEB 12 11 11 1951

F 889809

R.P. 13.

No.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEES:— £ s. d.

Lodgment

Endorsement

Certificate

1

1

1/10-0

Cont 5

£2.15-0

12.2 51

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black ink.

a If a clause is struck out in the transfer, it must be initialed and the required alteration.

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P." or "being the land shown in plan annexed hereto" or "being the residue of land in certificate (or certificates) registered Vol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.R. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f very short note with office.

g If executed within the State this instrument should be signed or acknowledged by the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

i the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

THE COUNCIL OF THE MUNICIPALITY OF KOGARAH

(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two hundred and fifty pounds (£250.0.0) (the receipt whereof is hereby acknowledged) paid to it by

BERNARD GOODE of Hurstville Grove, Builder and VERA LILLIAN GOODE his wife

(herein called transferee s)

do hereby transfer to the said transferees as joint tenants

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	St. George	part	4979	189	and being Lot 4 shown on the Plan lodged in the office of the Registrar General for numbering as a Deposited Plan under deal-

And the transferees covenant with the transferor in the manner set forth in the Annexure hereto.

ENCUMBRANCES, &c., REFERRED TO:

Subject to easement contained in Transfer No. 8393946.
Subject to the easement for drainage six feet wide as shown on the aforesaid plan.

Signed at
THE COMMON SEAL OF THE COUNCIL
Signed in my presence by the transferor
OF THE MUNICIPALITY OF KOGARAH
WHO IS PERSONALLY KNOWN TO ME
of a resolution passed by the
said Council on 17th March 1951.

the 19th day of February 1951

Transferor.*

Signed

MAYOR.

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee s

WHO IS PERSONALLY KNOWN TO ME

B. Goode
V. L. Goode
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and these substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

1/3 partly cancelled

24/12 1951

8393946

F 889809,

ANNEXURE TO MEMORANDUM OF TRANSFER dated 8th February 1950
THE COUNCIL OF THE MUNICIPALITY OF KOGARAH to BERNARD GOODE and VERA
LILLIAN GOODE.

And the Transferees do and each of them doth hereby covenant and agree with the Transferor in the manner following that is to say:-

- (a) The land hereby transferred shall not be used for any purpose other than an industry approved by the Council of the Municipality of Kogarah or its successors and such industry shall be of such a nature that no noise, dust, smoke, fumes or any other nuisance public or private shall arise.
- (b) The number of employees employed by any person, persons or corporate body carrying on any industry or business on the said land shall not exceed twenty at any one time.
- (c) No refuse of any description nor any residue from any processes involved in any industry carried on upon the said land shall be deposited on the said land.
- (d) No person shall build, erect or cause to be built or erected on the subject land any building other than one of brick or stone having a roof of tile or other material approved by the Council in writing nor shall any building of more than one storey be erected upon the subject land.
- (e) No building shall be erected closer to the street alignment than twelve feet nor closer to the boundary on one side than five feet and ten feet on the other side.
- (f) No more than half the area of the said land shall be built upon.
- (g) No fence shall be erected upon any boundary of the subject land unless the design of the same shall first be approved by the Council of the Municipality of Kogarah or its successors and any such fence must not exceed a height of two feet six inches along the street alignment or a height of twelve feet on other boundaries.
- (h) The Transferees for the benefit of the adjoining land but only during the ownership thereof by the Council of the Municipality of Kogarah or its successors covenants with the said Council that no fences shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the said Council or its successors but such consent shall not be withheld, if such fence is erected without expense to the said Council or its successors and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (i) The area between any building erected upon the land hereby transferred and the street alignment shall be planted with grass or shrubs or both and maintained in a condition satisfactory to the Council of the Municipality of Kogarah or its successors.
- (j) No advertisement sign or hoarding of any kind shall be erected or displayed upon the land hereby transferred other than the minimum requirement prescribed under any law.

And for the purposes of Section 88 of the Conveyancing Act, 1919-1943 it is hereby agreed and declared as follows:-

- (a) the land to which the benefit of the foregoing covenants (a)-(f) inclusive and (h) and (i) is appurtenant is the whole of the land comprised in Deposited Plan No. 6282,
- (b) the land which is subject to the burden of the said covenants is the land hereby transferred, and
- (c) the persons having the right to release vary or modify the said covenants or any of them and the persons whose consent to a release, variation or modification of the covenants is stipulated for is the Council of the Municipality of Kogarah or its successors.

THE COMMON SEAL OF THE COUNCIL
OF THE MUNICIPALITY OF KOGARAH
was hereto affixed in pursuance
of a resolution passed by the said
Council on 17th March, 1950

MAYOR.

Signed in my presence by the Transferees)
who are personally known to me

TOWN CLERK.

B. Goode
V. L. Goode

No. ~~889809~~

F 889809

LODGED BY
BLAKE & RING,
SOLICITORS,
4 CASTLEPEAGH STREET,
SYDNEY.

CONSENT OF MORTGAGEE.¹
(N.B.—Before execution read marginal note.)

release and discharge the land comprised in the mortgage under Mortgage No. _____
thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised
in such mortgage.

¹ This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 ____.

Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.²

Signed at _____ the _____ day of _____ 19 ____.

Signed in the presence of— _____

² Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and _____ the attesting witness to this instrument and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
	Subj. to con't.	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume <u>4979</u> Folio <u>189</u>	Received Docs. Nos. 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____
Passed (in S.D.B.) by	the <u>15th</u> day of <u>July</u> 19 <u>53</u> at _____ minutes past <u>12</u> o'clock in the _____ noon.	Receiving Clerk.
Signed by	Registrar-General.	

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...		21-7-53
Draft examined...		24/7
Diagram prepared		29/7/53
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Charge		
Vol.		FOL.

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 5/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (d) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (e) 2/- for each additional folio where the Certificate exceeds ten folios, (f) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Form: 01TG
Release: 2.1
www.lands.nsw.gov.au

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AE218361Y

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**

Servient Tenement 5/24112	Dominant Tenement An easement in gross pursuant to S88A of the Conveyancing Act 1919
------------------------------	--

(B) **LODGED BY**

Document Collection Box 602T	Name, Address or DX, Telephone, and LLPN if any DLA PHILLIPS FOX LLPN: 123441E DX 107 SYDNEY TEL 9286 8000 Reference: TJL 0450056 HLB	CODE TG
--	---	-------------------

(C) **TRANSFEROR**

MCINTOSH INDUSTRIAL DEVELOPMENTS PTY LIMITED (ACN 089 350 381)
--

(D) The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) **DESCRIPTION
OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURES "A" AND "B"
--

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**

ENERGYAUSTRALIA ABN 67 505 337 385

DATE **23 MAY 2008**

(H) Certified correct for the purposes of the Real Property Act 1900
and executed on behalf of the corporation named below by the
authorised person(s) whose signature(s) appear(s) below
pursuant to the authority specified.

Corporation: MCINTOSH INDUSTRIAL DEVELOPMENTS PTY LIMITED
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person: Ross McIntosh
Office held: Sole Director/Secretary

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property
Act 1900 by the person(s) named below who signed
this instrument pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:
Address of witness:

BRIQUET ANNE THOMSON
570 George Street
SYDNEY NSW 2000

Attorney's name: **KATHERINE MARGARET GUNTON**
Signing on behalf of: EnergyAustralia
Power of attorney-Book: 4528
-No.: 401

**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING
EASEMENT BETWEEN MCINTOSH INDUSTRIAL DEVELOPMENTS PTY
LIMITED (ACN 089 350 381) AS TRANSFEROR AND ENERGIAUSTRALIA
(ABN 67 505 337 385) AS TRANSFEREE**

DATED: 23 MAY 2008

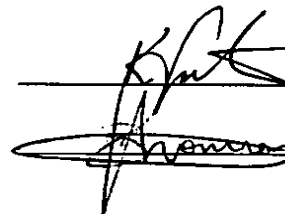
An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the
servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 4.17 WIDE" on the plan annexed and marked "B", on the terms and
conditions set out in memorandum registered number AC289041. In this easement,
"easement for electricity and other purposes" is taken to have the same meaning as
"easement for electricity works" in the memorandum.

SIGNED FOR AND ON BEHALF OF
MCINTOSH INDUSTRIAL DEVELOPMENTS
PTY LIMITED



Ross McIntosh, Sole Director/Secretary

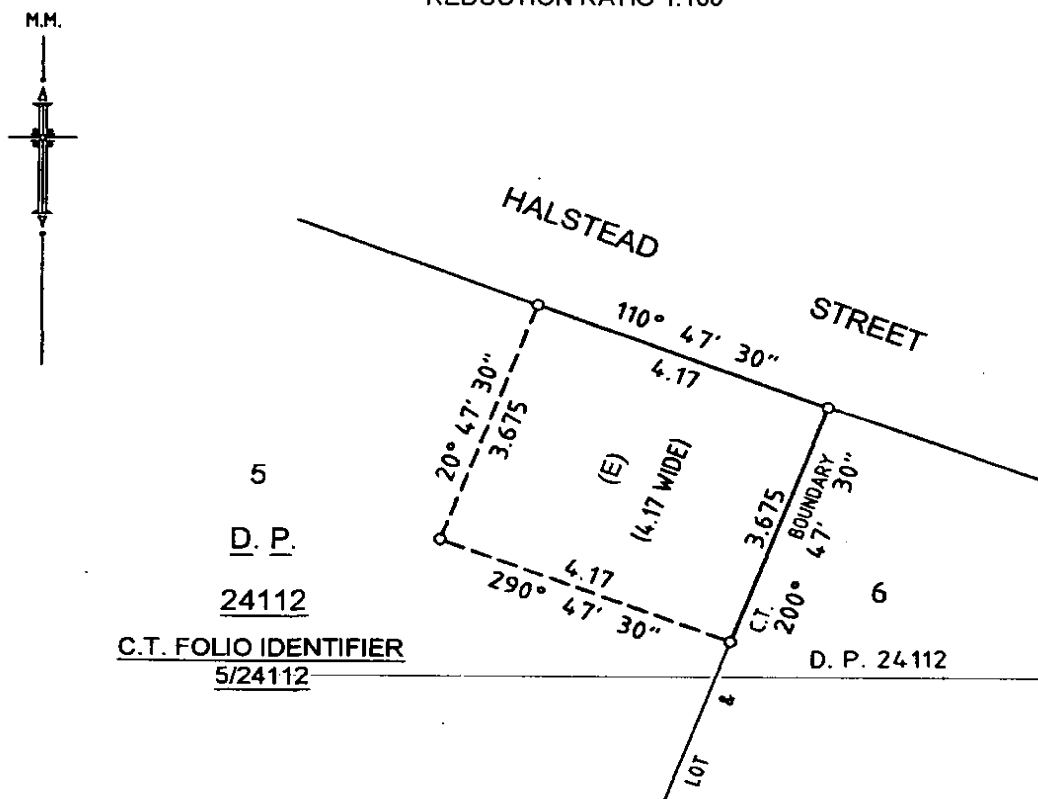
SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA



LOCALITY: SOUTH HURSTVILLE
LGA: KOGARAH

PLAN
SHOWING EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 5/24112
PARISH OF ST. GEORGE COUNTY OF CUMBERLAND

REDUCTION RATIO 1:100



(E) EASEMENT FOR ELECTRICITY AND
OTHER PURPOSES 4.17 WIDE

James P. Thorpe
JAMES PATRICK THORPE
REGISTERED SURVEYOR
DUNLOP THORPE & CO. PTY. LTD.
447 KENT STREET, SYDNEY 2000
16 - 4 - 2008

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "B" REFERRED TO IN THE TRANSFER GRANTING EASEMENT
BETWEEN MCINTOSH INDUSTRIAL DEVELOPMENTS PTY LIMITED AS TRANSFEROR
AND ENERGY AUSTRALIA AS TRANSFEREE DATED: 23 MAY 2008

SIGNED FOR AND ON BEHALF OF
MCINTOSH INDUSTRIAL DEVELOPMENTS
PTY LIMITED (TRANSFEROR):

Ross McIntosh

ROSS MCINTOSH
SOLE DIRECTOR/SECRETARY

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA (TRANSFEREE):

Katherine M. Gunton

KATHERINE M GUNTON



201 Elizabeth Street
Sydney NSW 2000
Australia
DX 107 Sydney
Tel +61 2 9286 8000
Fax +61 2 9283 4144
www.dlaphillipsfox.com

Our ref: TJL 0450056 HLB

22 May 2008

The Registrar-General
Land & Property Information
The Department of Lands (NSW)
1 Prince Albert Road
Queen's Square
SYDNEY NSW 2000

Dear Sir

EnergyAustralia and McIntosh Industrial Developments Pty Limited
Consent of caveator to registration of dealings
Property: 59-69 Halstead Street, South Hurstville (Lot 5 DP 24112)

I refer to the Caveat by EnergyAustralia with registered dealing number AD599136 and confirm that I am noted on the Caveat as the solicitor acting for EnergyAustralia.

EnergyAustralia, as Caveator under registered Caveat AD599136, grants consent to the registration on title of the following dealings:

- 1 Transfer Granting Easement being an easement in gross for electricity and other purposes pursuant to Section 88A of the Conveyancing Act, between McIntosh Industrial Developments Pty Limited as Transferor and EnergyAustralia as Transferee, and
- 2 Surrender of Lease in respect of registered lease number V355318 between McIntosh Industrial Developments Pty Limited as Lessor and EnergyAustralia (formerly Sydney County Council) as Lessee.

I confirm that the registration of the Transfer Granting Easement fulfils the purpose of the Caveat referred to above.

Once the Transfer Granting Easement has been registered, the Caveator consents to the lapsing of the Caveat and its removal from the above title and from folio identifiers 3/24112 and 4/24112, over which the Caveat is also registered.



DLA PHILLIPS FOX

Please contact me if anything further is required.

Yours sincerely

A handwritten signature in black ink, appearing to read 'HBaxendale'.

Hayley Baxendale

Solicitor

Direct +61 2 9286 8145

hayley.baxendale@dlaphillipsfox.com

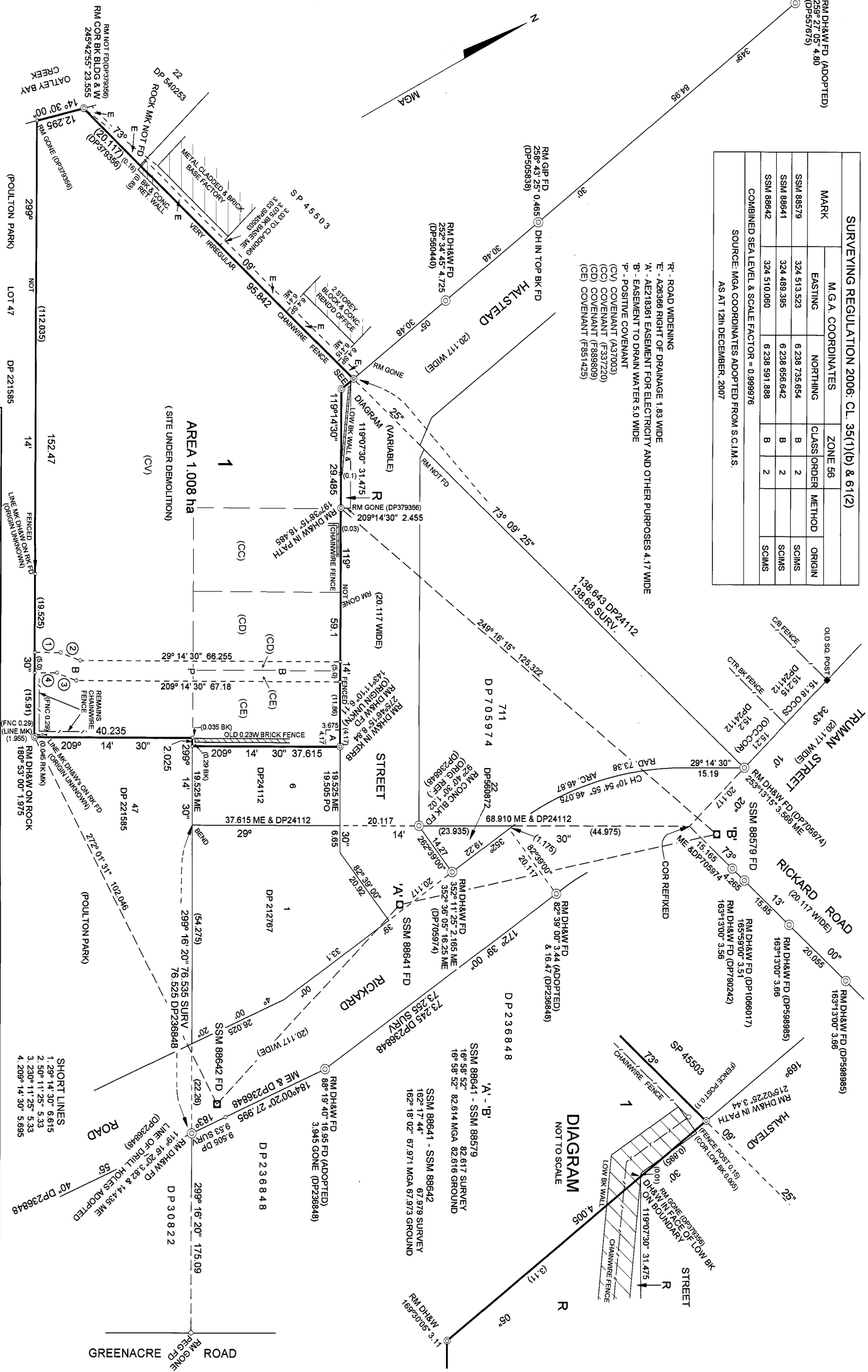
A handwritten signature in black ink, appearing to read 'Tim L'Orange'.

Tim L'Orange

Partner

SURVEYING REGULATION 2006: CL 35(1)(b) & 6(12)				
MARK	M.G.A. COORDINATES		ZONE 56	ORIGIN
	EASTING	NORTHING		
SSM 88579	324 513.523	6 238 735.654	B	SCIMS
SSM 88641	324 489.395	6 238 656.642	B	SCIMS
SSM 88642	324 510.060	6 238 591.888	B	SCIMS
COMBINED SEA LEVEL & SCALE FACTOR = 0.999976				
SOURCE: MGA COORDINATES ADOPTED FROM S.C.I.M.S.				
AS AT 12th DECEMBER, 2007				

E. - ROAD WIDENING
A. - AE218361 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.17 WIDE
B. - EASEMENT TO DRAIN WATER 5.0 WIDE
P. - POSITIVE COVENANT
(CV) COVENANT (A37003)
(CC) COVENANT (F337220)
(CD) COVENANT (F889809)
(CE) COVENANT (F851425)



Surveyor: BARRY MYLES O'MALLEY
Date of Survey: 28TH DECEMBER 2007
Surveyor's Ref: 708

PLAN OF SUBDIVISION OF LOTS C AND D IN DP379356 FOR ROAD WIDENING, AND CONSOLIDATION OF LOTS 3, 4 AND 5 IN DP24112, AND THE RESIDUE OF LOTS C AND D IN DP379356.

LGA: KOGARAH
Locality: SOUTH HURSTVILLE
Subdivision No.: 290/07
Lengths are in metres. Reduction Ratio: 1:500

Registered
24.2.2009

DP1135524 P

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT TO DRAIN WATER 5.0 WIDE.
2. POSITIVE COVENANT.

IT IS INTENDED TO RELEASE:

1. EASEMENT FOR ACCESS TO SEWER 1.22 AND VARIABLE - K765966.
2. DRAINAGE EASEMENT 1.83 WIDE - F763711.

AS SET OUT IN THE ACCOMPANYING INSTRUMENT.

IT IS INTENDED TO DEDICATE THE ROAD WIDENING, DESIGNATED 'R' ON THE PLAN, TO THE PUBLIC AS PUBLIC ROAD.

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: *Kogarah Council*
Date of Endorsement: *10 Novem Be 2008*
Accreditation no: *29.C/09*
Subdivision Certificate no: *DA/2007/29*
File no: *DA/2007/29*

* Delete whichever is inapplicable.



DP1135524 S

Registered:  24.2.2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS C AND D IN DP379356 FOR ROAD WIDENING, AND CONSOLIDATION OF LOTS 3, 4 AND 5 IN DP24112, AND THE RESIDUE OF LOTS C AND D IN DP379356.

LGA: KOGARAH

Locality: SOUTH HURSTVILLE

Parish: ST GEORGE

County: CUMBERLAND

Surveying Regulation, 2006

I, BARRY MYLES O'MALLEY
of 2/25 AMANDA CRES, FORSTOR KEYS 2428.....
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 28th DECEMBER 2007.....

The survey relates toLOT 1 AND CONNECTIONS.....

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

Signature *Barry O'Malley* Dated: *01/10/2008*
Surveyor registered under the *Surveying Act, 2002*

Datum Line: A - B SSM88641 TO SSM88579.....
Type: Urban

Plans used in the preparation of survey/compilation

DP379356	DP560872	DP598985
DP557675	DP236848	DP514509
DP505838	DP705974	
DP560440	DP30822	
SP45503	DP221585	
DP24112	DP790242	
DP212767	DP1066017	

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

SURVEYOR'S REFERENCE: 706

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOTS C AND D IN
DP379356 FOR ROAD WIDENING, AND
CONSOLIDATION OF LOTS 3, 4 AND 5 IN DP24112,
AND THE RESIDUE OF LOTS C AND D IN DP379356.

DP1135524

Registered:



24.2.2009

Subdivision Certificate No:

Date of Endorsement:

EXECUTED BY MCINTOSH INDUSTRIAL
DEVELOPMENTS PTD LIMITED
ABN 70 089 350 381

R Mcintosh
Signature

ROSS MCINTOSH
Full name (print please)

SOLE DIRECTOR & SECRETARY
Position

Signed for SYDNEY WATER CORPORATION
by its Attorneys

MARK ROWLEY

PETER VINCENT BYRNE

who hereby state at the time of executing this instrument have
no notice of the revocation of the Power of Attorney Registered
No. 606 Book 4541 under Authority of which this instrument
has been executed.

Witness

M Bramble

MARTIN BRAMBLE
C/- SYDNEY WATER

M Rowley
Peter Byrne

Mortgagee under Mortgage No. AC869522

Signed at Sydney this 8TH day of
JANUARY 2009 for National

Australia Bank Limited ABN 12 004 044 937

by AMY CHU

its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Amy Chu
Level 2 Attorney

Scott Alexander
Witness/Bank Officer SCOTT ALEXANDER
256 George Street, Sydney NSW

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 3 sheets)



DP1135524 B

Plan of subdivision of Lots C and D in DP379356 for road widening and consolidation of lots 3, 4 and 5 in DP24112 and the residue of lots C & D in DP379356

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

McIntosh Industrial Developments Pty
Limited ABN 70 089 350 381 of 1/3 Ethell
Road, Kirrawee NSW 2232

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)	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain water 5.0 wide	1	Kogarah Council
2	Positive covenant	1	Kogarah 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 created and referred to in the plan	Burdened lot (s) or parcel(s)	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Easement for access to sewer 1.22 and variable – K765966	4/24112 5/24112	Sydney Water (formerly known as The Metropolitan Water Sewerage and Drainage Board)
2	Drainage easement 1.83 wide – F763711	4/24112	Kogarah Council

Approved by Kogarah Council


Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 3 sheets)

DP1135524

Part 2 (Terms)

Terms of positive covenant numbered 2 in the plan

1. The registered proprietor of the lot hereby burdened will in respect of the concrete drainage structure (Culvert) constructed on the lot:
 - (a) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land
 - (b) comply with the terms of any written notice issued by the Council within the time stated in the notice.
2. Pursuant to section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional power:
 - (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in paragraph 1(b) above

Name of Authority having the power to release, vary or modify the positive covenant referred to is Kogarah Council.

Executed by McIntosh Industrial
Developments Pty Limited
ABN 70 089 350 381



Signature

ROSS McINTOSH

Full name (print please)

Sole Director and Secretary

Position

Approved by Kogarah Council



Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

DP1135524

Sheet 3 of 3 sheets)

Signed for and on behalf of Sydney Water
by its attorneys ~~MARK ROWLEY~~ MARK ROWLEY
and ~~PETER VINCENT BYRNE~~ PETER VINCENT BYRNE
pursuant to power of attorney registered
No. 606 Book 4541 in the presence
of:


.....
Signature of witness

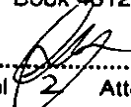
JESIE CHANG
.....
Name of witness (print in full)

115 BATHURST ST, SYDNEY
.....
Address of witness

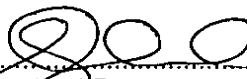
~~MARK ROWLEY~~ MARK ROWLEY
.....
Attorney

.....
Attorney

Mortgagee under Mortgage No. AC869522
Signed at Sydney this 8TH day of
JANUARY 2009 for National
Australia Bank Limited ABN 12 004 044 937
by AMY CHU
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512


.....
Level 2 Attorney
S. Alexander
.....
Witness/Bank Officer SCOTT ALEXANDER
256 George Street, Sydney NSW

Approved by Kogarah Council


.....
Authorised Person

613205-3 - 14/10/08 2:45 PM

REGISTERED



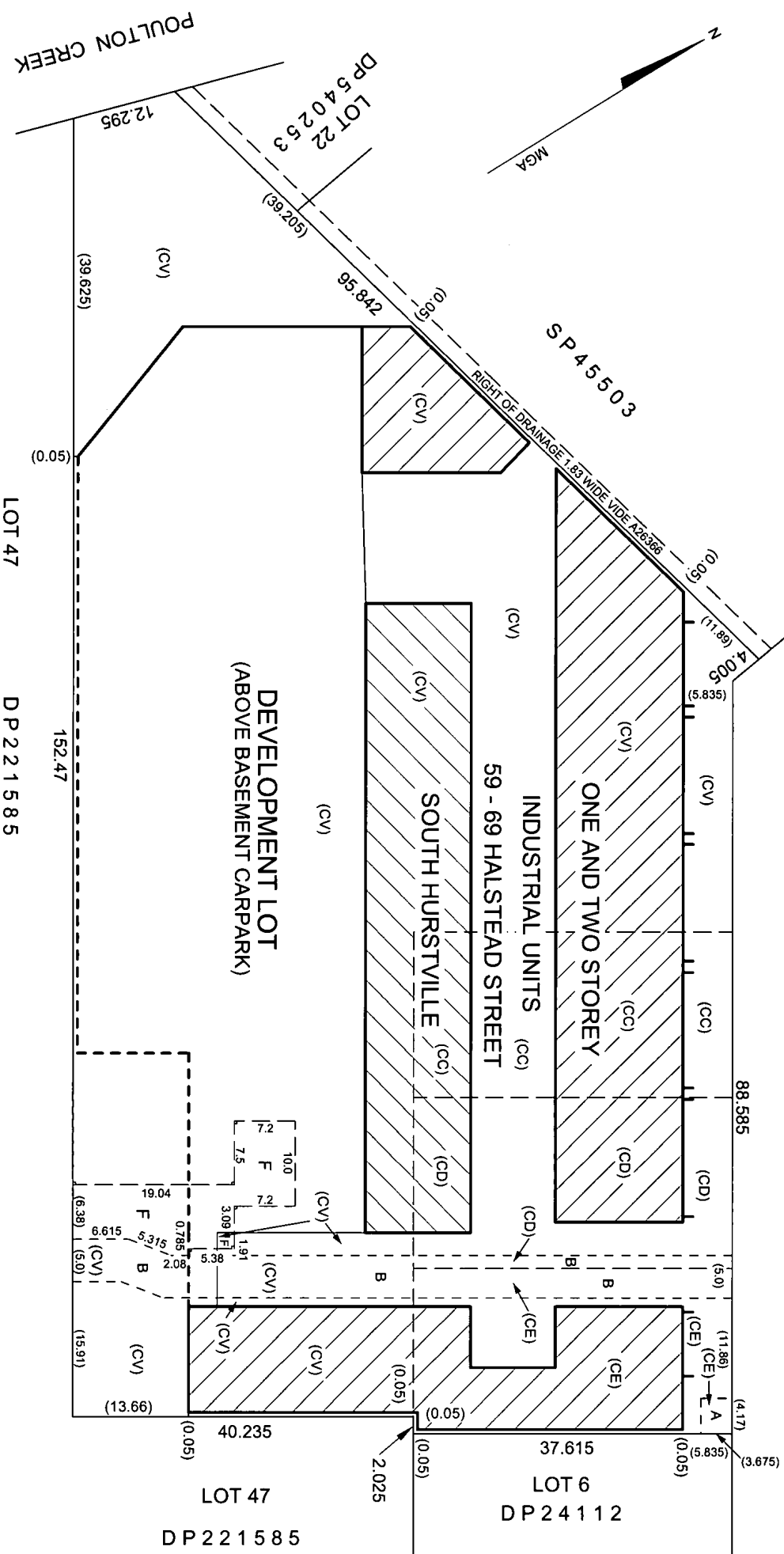
24.2.2009

- 'A' AE218361 - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 4.17 WIDE
 'B' DP1135524 - EASEMENT TO DRAIN WATER 5.0 WIDE

- 'C' COVENANT (A37003)
 'CC' COVENANT (F337220)
 'CD' COVENANT (F889809)
 'CE' COVENANT (F851425)
 'F' STORMWATER DETENTION AND TREATMENT FACILITY

THIS PLAN CONTAINS A DEVELOPMENT
 CONTRACT COMPRISING 23 SHEETS

LOCATION PLAN



Surveyor: BARRY MYLES O'MALLEY
 Surveyor's Ref: 706
 Subdivision No: 255 STG1/09
 Lengths are in metres. Reduction Ratio 1:500

Registered

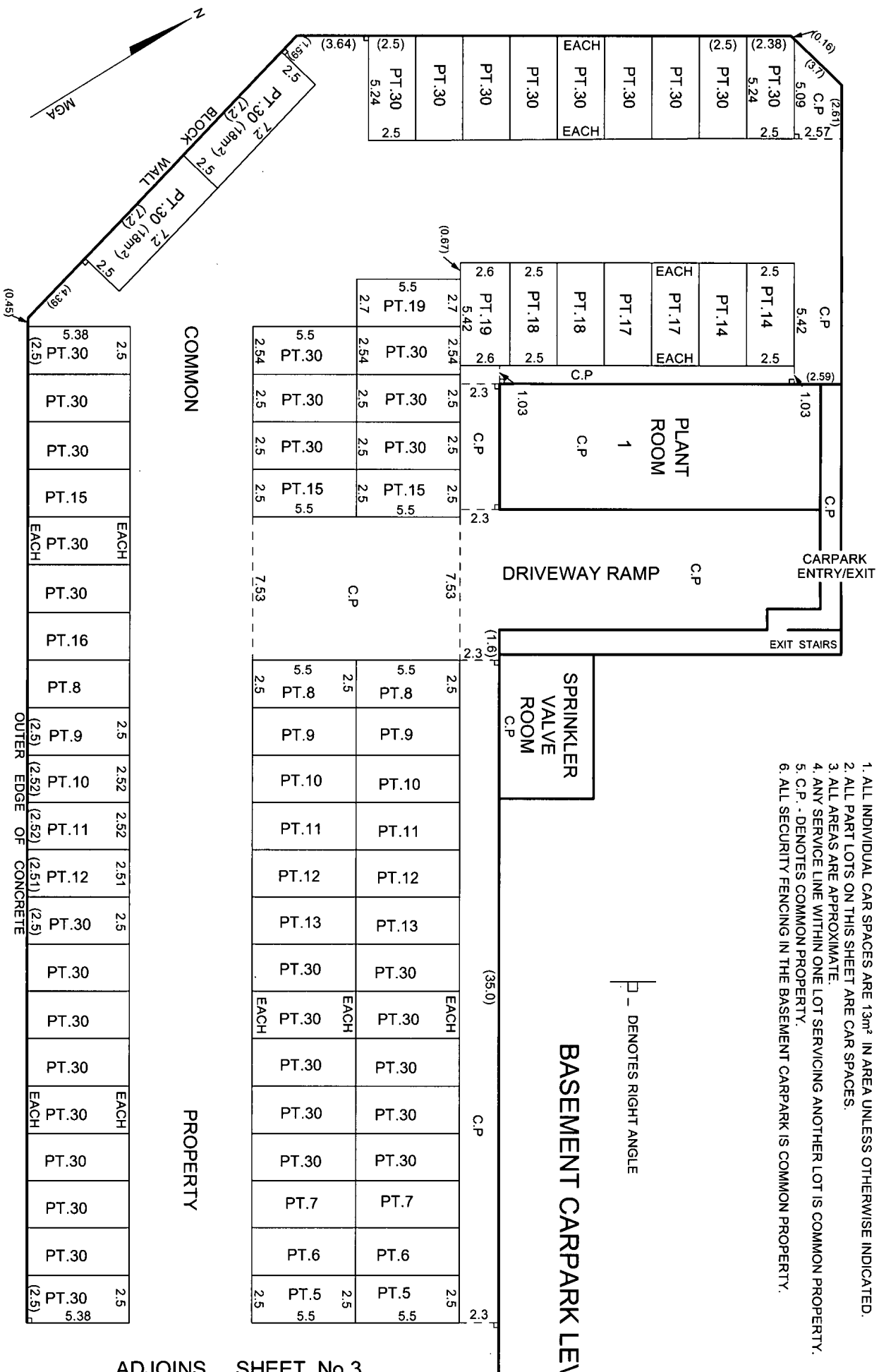


15-10-2009



SP82911P

1. ALL INDIVIDUAL CAR SPACES ARE 13m² IN AREA UNLESS OTHERWISE INDICATED.
2. ALL PART LOTS ON THIS SHEET ARE CAR SPACES.
3. ALL AREAS ARE APPROXIMATE.
4. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
5. C.P. - DENOTES COMMON PROPERTY.
6. ALL SECURITY FENCING IN THE BASEMENT CARPARK IS COMMON PROPERTY.



Surveyor: BARRY MYLES O'MALLEY
Surveyor's Ref: 706
Subdivision No: 255 STG1/09
Lengths are in metres, Reduction Ratio 1:200



Registered
15-10-2009

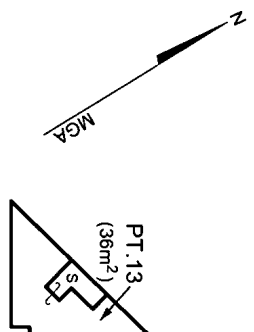
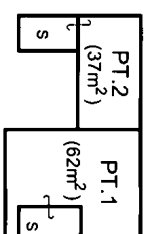
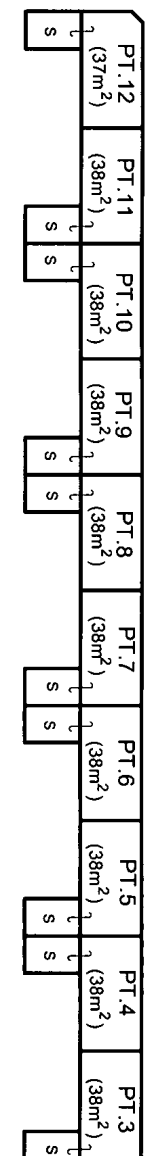
SP82911

SP82911

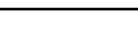
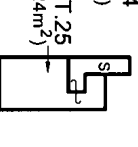
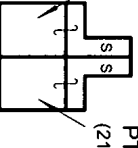
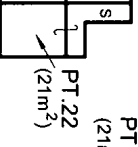
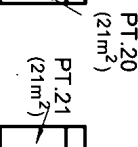
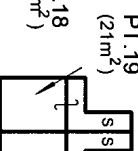
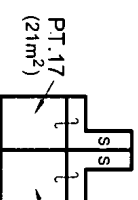
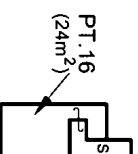
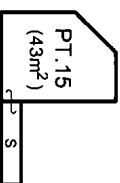
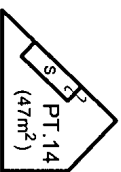
10	20	30	40	50	Table of mm			90	100	110	120	130	140
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SP82911



1. ALL AREAS ARE APPROXIMATE.
2. 'S' DENOTES STAIRS.



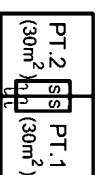
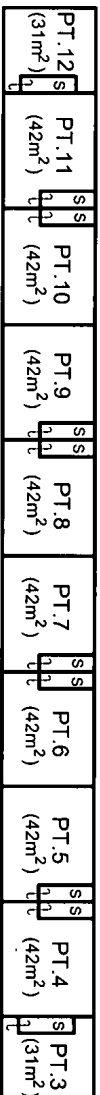
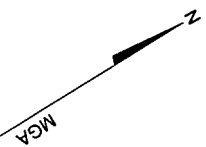
MEZZANINE LEVEL 1

Surveyor: BARRY MYLES O'MALLEY
Surveyor's Ref: 706
Subdivision No: 255 STG1/09
Lengths are in metres. Reduction Ratio 1:350

Registered
15-10-2009

SP82911

- 1. ALL AREAS ARE APPROXIMATE.
- 2. 'S' DENOTES STAIRS.



MEZZANINE LEVEL 2

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

Surveyor: BARRY MYLES OWMALLEY Surveyor's Ref: 706 Subdivision No: 255 STG1/09 Lengths are in metres. Reduction Ratio 1:350	Registered  15-10-2009	SP82911
--	--	---------

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

The Owners – Strata Plan No. 82911
59 – 69 HALSTEAD STREET,
SOUTH HURSTVILLE NSW 2221



SP82911 S

Registered:  15-10-2009

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 1 IN DP1135524

INDUSTRIAL ~~Model by laws adopted for this scheme~~

~~*Keeping of animals: Option A/B/C~~

~~*Schedule of By-laws in 1C sheets filed with plan~~

~~*No By-laws apply~~

* strike out whichever is inapplicable

Strata Certificate

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

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

illustrated in the annexure to this certificate.

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

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

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

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

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

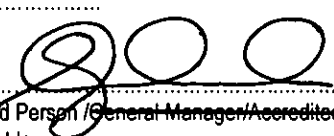
Date: **18 September 2009**

Subdivision No. **255 STG 1/09**

Accreditation No.

Relevant Development Consent No. **DA/2009/255**

Issued by: **K.C.C.**


 Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

LGA: KOGARAH

Locality: SOUTH HURSTVILLE

Parish: ST. GEORGE

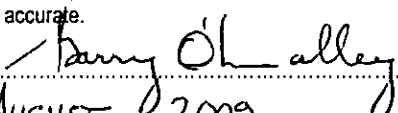
County: CUMBERLAND

Surveyor's Certificate

I **BARRY MYLES O'MALLEY**.....
 of **2/25 AMANDA CRES. FORSTER KEYS NSW 2428**.

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

- (1) each applicable requirement of
 *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
 has been met;
- (2) ~~(a) the building encroaches on a public place;~~
 * (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:
 *has been created by registered +
~~*is to be created under section 88B of the Conveyancing Act 1919~~
- (3) *the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: **6 August 2009**

* Delete if inapplicable

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

SURVEYOR'S REFERENCE: 706

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

* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN DP1135524

SP82911

Registered:



15-10-2009

Strata Certificate Details: Subdivision No: 255 STG1/09

Date: 18-9-2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

STRATA LOT	UNIT ENTITLEMENT	STRATA LOT	UNIT ENTITLEMENT	STRATA LOT	UNIT ENTITLEMENT
1	37	11	25	21	14
2	24	12	24	22	14
3	24	13	19	23	14
4	25	14	20	24	14
5	25	15	23	25	14
6	25	16	14	26	19
7	25	17	14	27	14
8	25	18	14	28	16
9	25	19	14	29	14
10	25	20	14	30 DEVELOPMENT LOT 426	
				AGGREGATE	1000

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.

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

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

1. RESTRICTION ON USE.
2. POSITIVE COVENANT.

EXECUTED BY

MCINTOSH INDUSTRIAL DEVELOPMENTS P/L

ABN 10889 350 381

ROSS MCINTOSH

SOLE DIRECTOR & SECRETARY

Mortgagee under Mortgage No. AC869522

Signed at Sydney this 29th day of

SEPTEMBER

2009 for National

Australia Bank Limited ABN 12 004 044 937

by Amy Chu

its duly appointed Attorney under Power of

Attorney No. 39 Book 4512

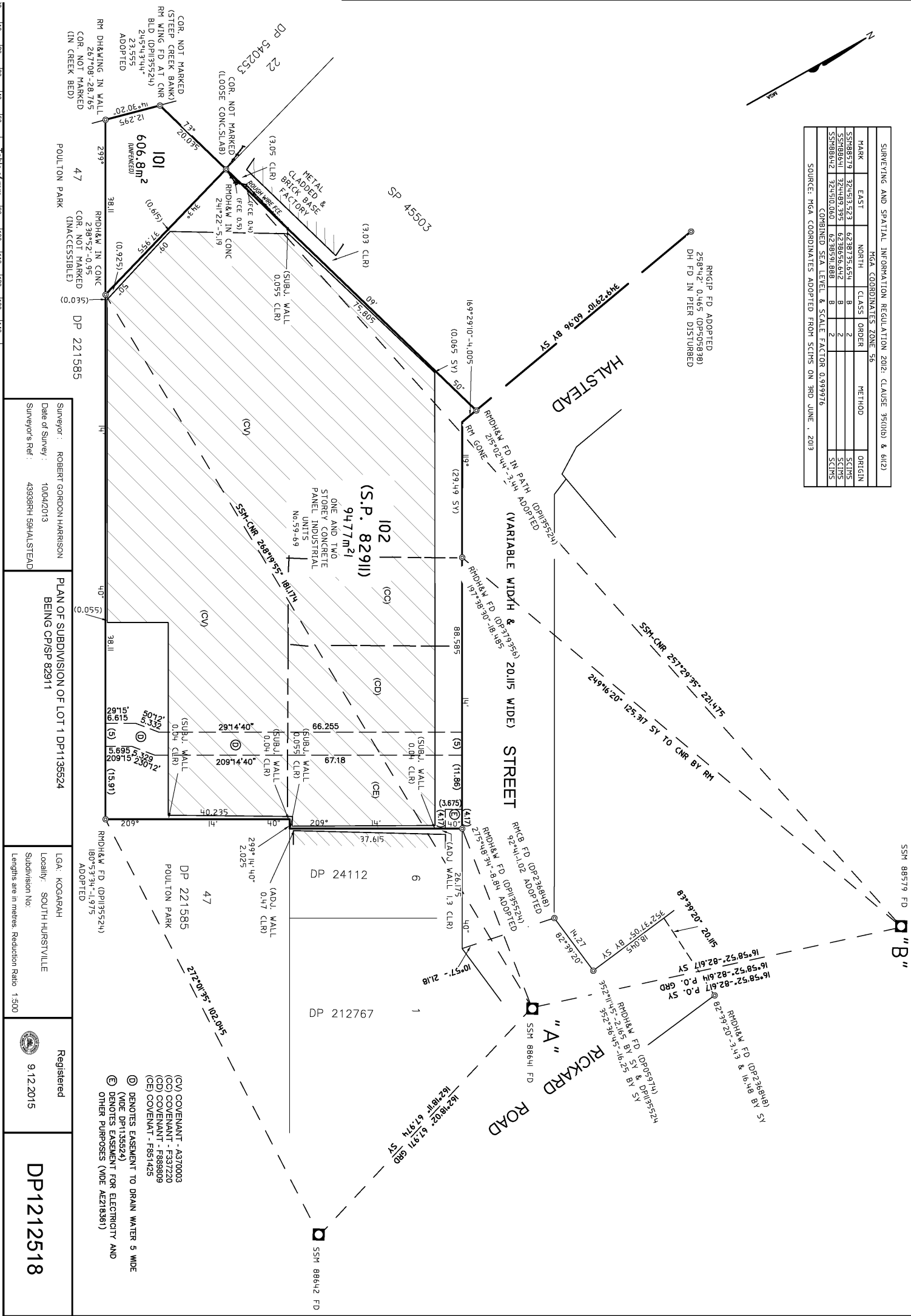
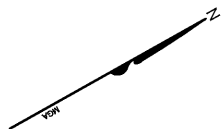
Level 2 Attorney

Witness/Bank Officer GERALDINE MIGUEL
255 George Street, Sydney NSW

SURVEYOR'S REFERENCE: 706

* OFFICE USE ONLY

SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(b) & 6(2)					
MGA COORDINATES ZONE 56					
MARK	EAST	NORTH	CLASS	ORDER	METHOD
SSM8579	324513.523	6298735.054	B	2	ORIGIN
SSM8841	324489.295	6298656.642	B	2	SCIMS
SSM8642	324500.060	6298591.888	B	2	SCIMS
COMBINED SEA LEVEL & SCALE FACTOR 0.999976					
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS ON 3RD JUNE, 2013					



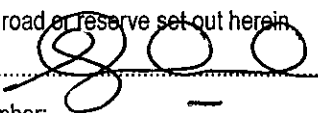
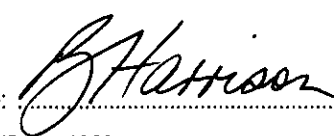
Surveyor: ROBERT GORDON HARRISON Date of Survey: 10/04/2013 Surveyor's Ref: 43939RH S9HALSTEAD	PLAN OF SUBDIVISION OF LOT 1 DP1135524 BEING CP/SP 82911	LGA: KOGARAH Locality: SOUTH HURSTVILLE Subdivision No: Lengths are in metres, Reduction Ratio 1:500	Registered 9.12.2015	DP1212518
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PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of ⁴/₂ sheet(s)

Registered:  9.12.2015 Title System: TORRENS Purpose: STRATA PLAN OF SUBDIVISION	 DP1212518 S Only
PLAN OF SUBDIVISION OF LOT 1 IN DP 1135524 BEING CP/S.P.82911	LGA: CITY OF KOGARAH Locality: SOUTH HURSTVILLE Parish: ST GEORGE 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:	Survey Certificate I, ROBERT GORDON HARRISON of Harrison Friedmann & Associates Pty. Ltd., P.O. Box 4025 Kogarah Bay NSW 2217 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , 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 *(b) The part of the land shown in the plan (excluding ^ LOT 102) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, 10/04/2013. 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.
Subdivision Certificate I, <u>GEORGE ANDONOSKI</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>KOGARAH CITY COUNCIL</u> Date of endorsement: <u>16 JUNE 2015</u> Subdivision Certificate number: <u>1002/2015</u> File number: <u>SC/2015/1002</u> *Strike through if inapplicable.	Signature:  Dated: 03/06/2013 Surveyor ID: 1223 Datum Line: "A" – "B" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous . ^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, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. DP 236848 DP 505838 DP 750974 DP 1135524 SP 45503 SP 82911 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 43938RH 59HALSTEAD

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of ⁴/₂ sheet(s)

Registered:



9.12.2015

Office Use Only

Only

DP1212518

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1135524 BEING CP/S.P.82911

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: 1002 / 2015

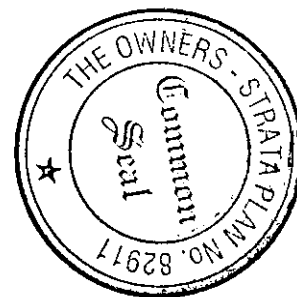
Date of Endorsement: 16 JUNE 2015

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
101	59-69	HALSTEAD	STREET	SOUTH HURSTVILLE
102	59-69	HALSTEAD	STREET	SOUTH HURSTVILLE

The common seal of the Owners - Strata Plan No 82911 was hereto affixed on
8th April 2015 in the presence of Daniel Barber, being
the person(s) authorised by section 238 of the Strata Schemes Management
Act 1996 to attest the affixing of the seal

Signature
Tony Irvine
Name

Daniel Barber



Signed by KOGARAH CITY COUNCIL by its
Attorney Paul Jeffrey Woods who
states that he has no notice of revocation
of Power of Attorney Registered Book
4572 No 933 pursuant to which he
has executed this Deed in the presence of:

Witness Signature

Witness Signature

✓ EVAN HUTCHINGS
Witness Name (BLOCK LETTERS)

Attorney Signature

Attorney Signature

PAUL WOODS General Manager

If space is insufficient use additional annexure sheet

Surveyor's Reference: 43938RH 59HALSTEAD

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet ³~~4~~ of ⁴~~2~~ sheet(s)PLAN OF SUBDIVISION OF LOT 1 IN
DP 1135524 BEING CP/SP 82911

DP1212518

e Only

Registered:



9.12.2015

Office Use Only

Subdivision Certificate No.:

Date of Endorsement:

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. 82911..... certifies that:

- (1) On ^{9th October 2013} it passed a special resolution agreeing to the execution of the dealing or plan # of subdivision of Lot 1 in DP 1135524 being CP/SP 82911 pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;
- (2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No. 82911..... was hereunto affixed on ^{9th October 2015} in the presence of Tony Tanne being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

^ Insert the applicable date.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This is the certificate referred to in;
 - Section 28(4) Strata Schemes (Freehold Development) Act 1973
 - Section 32(4) Strata Schemes (Leasehold Development) Act 1986
4. This certificate is required to accompany a dealing including a plan which divests an owners corporation's interest in common property. This would include but not be limited to:
 - A transfer or lease of part of the common property;
 - A creation of an easement which burdens common property;
 - A release of an easement which benefits common property;
 - A plan over common property which dedicates public road, or creates a public or drainage reserve.

Surveyor's Reference:

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)PLAN OF PLAN OF SUBDIVISION OF LOT 1 IN
DP 1135524 BEING CP/SP 82911

DP1212518

Use Only

Registered:  9.12.2015

Office Use Only

Subdivision Certificate No.:

Date of Endorsement:

Approved Form 10

Certificate of Initial Period

- (1) The Owners - Strata Plan No. 82911 hereby certifies that in respect of their strata scheme that;
- *~~(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on ^.....~~
 - *~~(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on ^.....~~
 - *(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on 9th October 2015 and,

*(2) The initial period expired before the above date.

*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No 82911 was hereunto affixed on 9th October 2015 in the presence of Tony Lavarre being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



* Strike through if inapplicable. ^ Insert appropriate date

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This is the certificate referred to in
 - Sections 9(3)(d), 9(3A), 13(2)(b) Strata Schemes (Freehold Development) Act 1973
 - Sections 11(2)(c), 9(2A)(a), 16(2)(b) Strata Schemes (Leasehold Development) Act 1986
4. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Surveyor's Reference:

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919



Sheet 1 of 2 sheets

Plan: SP82911 B

Plan of subdivision of Lot 1 in DP1135524

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

McIntosh Industrial Developments Pty Limited
ABN 70 089 350 381 of 1/3 Ethell Road,
Kirrawee NSW 2232

Part 1

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)	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on Use	Common Property	Kogarah Council
2	Positive covenant	Common Property	Kogarah Council

Part 2 (Terms)

Terms of Restriction on Use firstly referred to:

1. The registered proprietor shall not make or permit or suffer the making of any alterations to any on-site stormwater management system which is, or shall be, constructed on the lot burdened without the prior consent in writing of Kogarah Council. The expression 'on-site stormwater management system' shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and services designed to manage stormwater quantity or quality including the temporary detention or permanent retention of stormwater storages. Any on-site stormwater management system constructed on the lot burdened is hereafter referred to as **'the System'**.

Name of Authority having the power to release, vary or modify the restriction referred to is Kogarah Council.

Terms of Positive Covenant secondly referred to:

1. The registered proprietor of the lot hereby burdened will in respect of the System:
 - (a) keep the System clean and free from silt, rubbish and debris
 - (b) maintain and repair at the sole expense of the registered proprietor the whole of the System so that it functions in a safe and efficient manner
 - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land to ensure compliance with the requirements of this covenant

Approved by Kogarah Council


.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

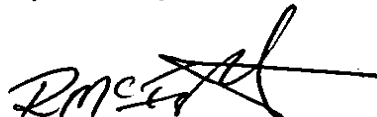
SP82911

Sheet 2 of 2 sheets

- (d) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
2. Pursuant to section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
- (a) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the notice referred to in paragraph 1(d) above
- (b) the Council may recover from the registered proprietor in a court of competent jurisdiction:
- (i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work
- (ii) legal costs on an indemnity basis for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant or charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

Name of Authority having the power to release, vary or modify the positive covenant referred to is Kogarah Council.

Executed by McIntosh Industrial
Developments Pty Limited
ABN 70 089 350 381



Signature

ROSS McINTOSH

Full name (print please)

Sole Director and Secretary

Position

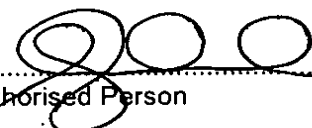
Mortgagee under Mortgage No. AC869522
Signed at Sydney this 29th day of
SEPTEMBER 2009 for National
Australia Bank Limited ABN 12 004 044 937
by Amey CHU
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

 Level 2 Attorney

Witness/Bank Officer GERALDINE MIGUEL
255 George Street, Sydney NSW

Approved by Kogarah Council

CHHDocs\637874.1
10/06/2009


Authorised Person

REGISTERED



15-10-2009

Lodger Details

Lodger Code 502780T
Name CHAMBERS RUSSELL LAWYERS
Address MLC CENTRE
GPO BOX 7100
SYDNEY 2001

Lodger Box 1W
Email PROPERTYNOTICES@CHAMBERSRUSSELL.COM.AU
Reference SYD260418

Land Registry Document Identification

AW5753

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/SP82911	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP82911
Other legal entity

Meeting Date

23/02/2026

Added by-law No.

Details SPECIAL BY-LAW 21

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

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP82911
Signer Name JAMES HENRY ST. JAMES BLAKE
Signer Organisation CHAMBERS RUSSELL PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 02/04/2026

Docusign Envelope ID: 6940C6F0-36D3-4264-BCF2-93914287A07E

Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 82911

59 Halstead Street, South Hurtsville 2221

Electronic signature of me Nick Stephenson,
affixed by me or at my direction
on 01 April 2026 | 12:59 PM AEDT

Signed by:

Signed by the person(s) who attested the
affixing of the seal of the Owners Corporation
to the Form 15CH Consolidation / Change of
By-Laws to which this document is Annexed.

Schedule 1 Consolidated By-Laws

1 Vehicles

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

The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

3 Damage to Common Property

- 1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the Owners Corporation.
- 2) An approval given by the Owners Corporation under clause (1) cannot authorise any additions to the common property.
- 3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - a) Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - b) Any screen or other device to prevent entry of animals or insects on the lot, or
 - c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (i) Any locking or other device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (ii) Any screen or other device to prevent entry of animals or insects on the lot, or
 - (iii) Any sign to advertise the activities of the occupier of the lot, or
 - (iv) Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- 4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the Owners Corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- 5) Despite section 62 of the Act, the owner of a lot must:
 - a) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - b) Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

4 Children on Common Property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5 Depositing rubbish or Other Material on Common Property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

6 Cleaning Windows and Doors

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

7 Appearance of Lot

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

8 Change in use of Lot to be notified

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

9 Prevention of Hazards

The owner or occupier of a lot must not do anything or permit any invitees or visitor of the owner or occupier to do anything on the lot or common property this likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

10 Provision of Amenities or Services

- (a) The Owners Corporation may, by special resolution determine to enter into the arrangement for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one of more lots:
 - (i) Security services
 - (ii) Promotional services
 - (iii) Cleaning
 - (iv) Garbage disposal and recycling services
 - (v) Electricity, water or gas supply
 - (vi) Telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in subclause (a) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

11 Condition of a Lot/Painting

- (a) An owner or occupier of a lot must keep the lot (including without limitation those parts of the structure of inter lot walls located inside the lot) clean and in good repair.
- (b) Without limiting any statutory responsibility or duty of the Owners Corporation, the Owners Corporation is to be responsible for the painting and appearance of external surfaces of the walls of the lots and, without limiting the owners' statutory obligation to reimburse the Owners Corporation, the owners will, in accordance with proportional unit entitlements, reimburse the Owners Corporation for any expenses properly incurred by the Owners Corporation under this by law.

12 Prevention of Damage to Common Property

- (a) An owner or occupier of a lot must not, without prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that any such article is used only for its intended use and not damaged.
- (b) An owner or occupier of a lot must not, without the written authority of the Owners Corporation interfere with the operation of an equipment installed on the common property.

13 Security of Common Property

An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the structure that forms part of the common property and, without limitation, an owner or occupier of a lot 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.

14 Notification of Defects

An owner or occupier of a lot must promptly notify the Owners Corporation of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

15 Compensation to Owners Corporation

The owner or occupier of a lot will be liable to compensate Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation caused by that owner or occupier or their respective, tenants, licensees or invitees.

16 Restricted Use of Common Property

The Owners Corporation may restrict by means of key or other security device the access of owners and occupiers to the common property car parking areas on the Parcel.

17 Security Keys

- (a) If the Owners Corporation restricts the access of owners and occupiers under By-Law 16 the Owners Corporation must make the number of security keys as it determines available to owners free or charge. The Owners Corporation may charge a reasonable fee for any additional security key required by an owner.
- (b) An owner must exercise a high degree of caution and responsibility in making a security key available for use by an occupier of a lot and must use all reasonable endeavours including without limitation an appropriate agreement in any lease or license of a lot to an occupier to ensure return of the security key to the owner or the Owners Corporation.
- (c) An owner or occupier of a lot in possession of security key must not duplicate the key or permit to be duplicated and must take all responsible precautions to ensure that the security key is not lost or handed to any personal other than another owner or occupier and is not disposed of otherwise than by returning it to the owner or the Owners Corporation.
- (d) An owner or occupier of a lot must promptly notify the Owners Corporation if a key is lost or destroyed.

18 Waste

- (a) An owner or occupier of a lot must not deposit or throw onto the common property any waste of a domestic nature except into a receptacle or area specifically provided for that purpose.
- (b) Each owner or occupier of a lot must arrange at its own cost for the collection of all trade waste and industrial refuse from its lot by arrangement with relevant contractors.
- (c) Under no circumstance is an owner or occupier to park, store or place waste or waste receptacles on common property.
- (d) The Owners Corporation must remove on a regular basis in compliance with the requirements of the local authority any items (including Owners Corporation rubbish or waste) deposited or stored in areas designated by it. The owners will, in accordance with proportional unit

entitlements reimburse the Owners Corporation for any expense properly incurred by the Owners Corporation under this by-law.

19 Storage of Flammable Liquids

An owner or occupier of a lot must not;

- (a) Except without written consent of the Owners Corporation, use or store on the lot or common property any flammable chemical liquid, gas or other flammable material other than chemicals, liquids, gas or other material used or intended to be used in connection with the permitted and legal use of the lot or in the fuel tank of a motor vehicle; or
- (b) Do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premiums to be increased without the prior written consent of the Owners Corporation.

20 Animals

An owner or occupier of a lot must not keep an animal upon a lot or the common property.

21 Consent of Owners Corporation

A consent given by the Owners Corporation under these by-laws will, if practicable, be recoverable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the owner or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

22 Compliance with By-Law

- (a) An owner or occupier of a lot must take all responsible steps to ensure that invitees of the owner or occupier comply with the by-laws. If an invitee does not comply with the by-laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the parcel.
- (b) A lessee of a lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with the by-laws.

23 Compliance with Laws

- (a) An owner or occupier of a lot must at the owner's or occupier's expenses promptly comply with all rules and laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental, or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.
- (b) An owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

24 Appearance of Lot

An owner or occupier of a lot must not without prior written consent of the Owners Corporation attach to or hang from the exterior of the parcel any aerial or any security device or wires.

25 Signs and Directory Board

- (a) An owner or occupier of a lot must not (unless otherwise entitled) without prior written consent of the owners corporation affix or exhibit any sign, light, advertisement, name or notice to or on any part of the parcel unless it is inside the lot and not visible from outside the lot.
- (b) Each owner is entitled to maintain at its own cost, a reference to its business, corporation description and logo, and address on the building directory board erected on the common property on that part of the board designated by the Owners Corporation as for the owner's use.

26 Fire Control

- (a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of any emergency and must not obstruct any fire stairs or fire escape.
- (b) The owners corporation or an owner or occupier of a lot must, in respect of the parcel or the lot, as appropriate:
 - (i) Consult with any relevant governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity as to an appropriate fire alarm and fire sprinkler system for the parcel or the lot
 - (ii) Ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the parcel or the lot to the satisfaction of all relevant government or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity
 - (iii) Ensure compliance with fire laws in respect of the parcel or the lot.
- (c) The owner or occupier of a lot shall bear the cost of and be responsible for the maintenance and/or service of the fire equipment installed in their lot. Should an owner or occupier fail to maintain and/or service the fire equipment installed in their lot, the Owners Corporation, its servants, agents and workman shall enter upon the lot and undertake the work required to maintain and/or service the fire equipment. The owner of the lot in question must reimburse the Owners Corporation the cost of undertaking this maintenance and/or service of the fire equipment. If the Owners Corporation, its servants, agents and workman are required to enter upon the lot for this purpose they shall cause as little disturbance as is possible to the business of the owner or occupier of the lot whilst undertaking the maintenance and/or service of the fire equipment.

27 Responsibility for Owner/Occupier Alterations to Common Property

Any alteration made to common property or any fixture or fitting attached common property by an owner or occupier of a lot, whether attached with or without the approval of the Owners Corporation, shall, (notwithstanding section 62(1) and (2) of the *Strata Schemes Management Act 1996*) unless otherwise provided by resolution of a general meeting or a meeting of the Owners Corporation, be repaired and maintained and renewed and replaced as may be necessary by the owner for the time being of the lot of which the aforesaid owner or occupier was such owner or occupier.

28 Management Agreement

- (a) The Owners Corporation, in addition to the powers and authorities conferred on it by or under the Act and these by-laws, has the power and authority to appoint and enter into an agreement with a manager to provide for the management control and administration of the parcel which agreement may provide for:
 - (i) The cleaning, catering security, supervision and service of the common property and any personal vested in the Owners Corporation and for the general repair, maintenance, renewal
 - (ii) The provision of services to owners or occupiers
 - (iii) The supervision of any contractors of the Owners Corporation
 - (iv) The control and supervision of the common property
 - (v) The resolution of disputes between the Owners Corporation and the manager and
 - (vi) Anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation
- (b) At the expiration of the agreement the Owners Corporation may enter into a further agreement consistent with the terms of this by-law.

29 Prohibited Activities

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- (a) The owner or occupier of a lot shall not upon a lot or the common property commence to use, engage in, operate, permit or suffer to permit any enterprise, undertaking, business, trade, outlet, advocating or calling (called "activity") of the following natures or associated following:
- (i) Panel beater and spray painter
 - (ii) Motor vehicle repairer
 - (iii) Recycler
 - (iv) Brothel
 - (v) A house of ill repute or the purpose of sexual pleasure or gratification, regardless of which sex, or
 - (vi) An outlet for the supply or viewing of pornographic magazines, books, certificates, film, artefacts or material of a pornographic or sexual nature,

Regardless whether or not these activities are permitted, authorised or approved (whether with or without conditions) under:

- A. A local council planning scheme ordinance or local environmental plan
 - B. Any environmental planning instrument
 - C. Any resolution of the local council, or
 - D. The *Environmental Planning and Assessment Act 1979 (NSW)*.
- (b) For the purpose of the Owners Corporation ensuring compliance with this by-law, the Owners Corporation or its agents, servants and contractors may at all times enter upon each lot in the parcel to conduct such inspections and obtain such evidence as need be.
- (c) If the owner or occupier shall at any time fail to comply with paragraphs (a) or (b) of this by-law, the owner or occupier (as the case may be) shall forthwith cease to undertake activity.

30 Lot Owner Payment Obligations

The owner or occupier of a lot shall bear the cost and be responsible for the maintenance and/or replacement:

- (a) Of the roller shutter and entrance doors fitted to their lot together with any equipment needed to operate such doors, and
- (b) Cost of all hot water units, fans and ventilation equipment installed in their lot.

31 Differential Insurance

If the business carried on by an owner or occupier of a lot or lots involves the storage or use of hazardous, dangerous or inflammable chemicals or products which has the direct result of causing the premium for Owners Corporation' insurances to be increased, then that increase shall be payable by the owner of the lot or lots from which such business is carried on.

32 Installations

If an owner of a lot wishes to install:

- (a) Advertising signage on common property
- (b) An alarm system, or
- (c) Bollards or similar device wholly within the car space(s) attached to its lot,

It may do so at its own expense and in proper and workman like manner once it has obtained the consent of the Owners Corporation. The owner of that lot will be responsible, at its expense, for the maintenance and replacement, where necessary, of any such items.

33 Exclusive Use

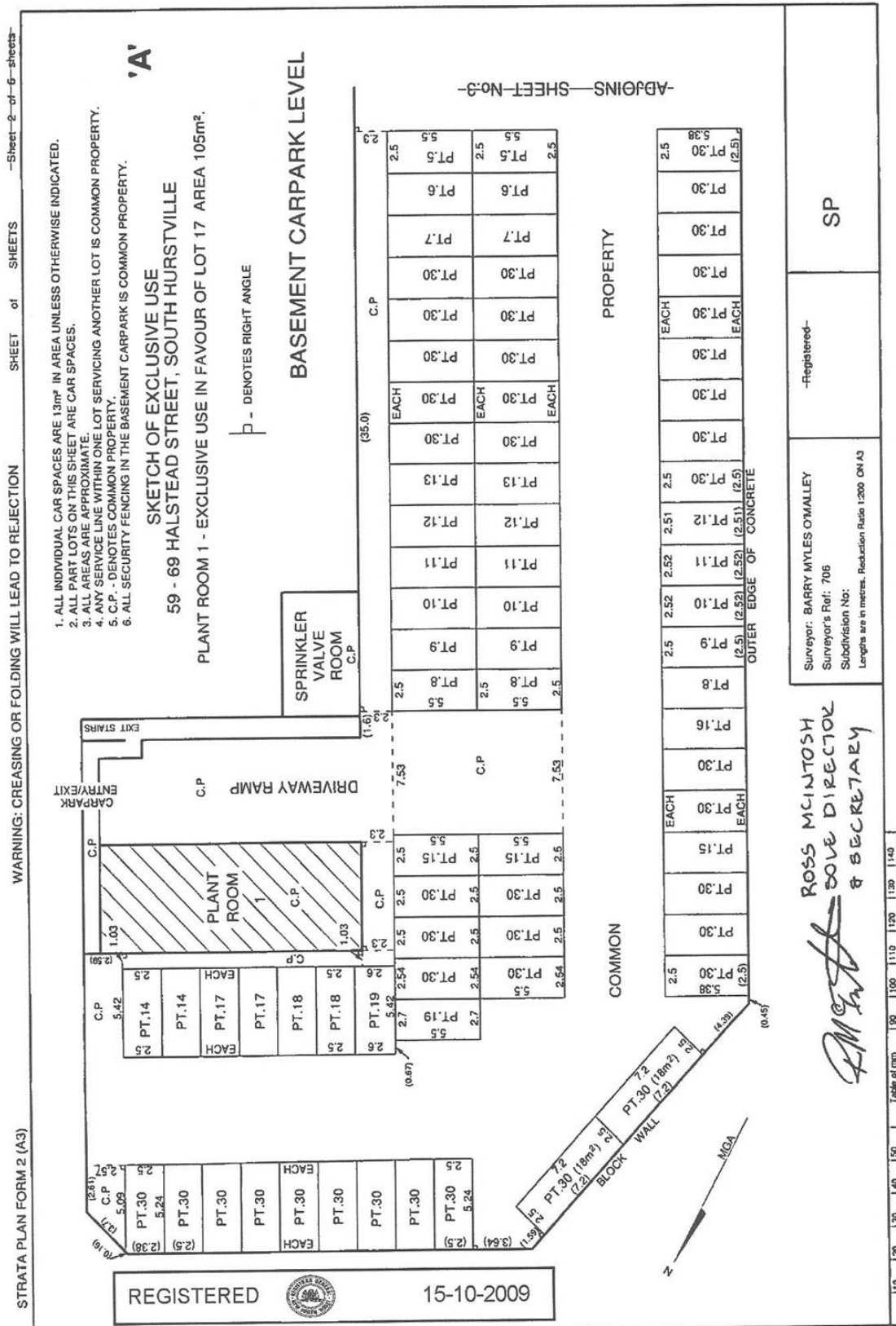
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- (a) The owner for the time being of lot 17 has a right of exclusive use and enjoyment of and special privilege in respect of that part of the common property known as the plant room as shown hatched on the plan annexed and marked 'A'.
- (b) For the purpose of paragraph (a) above, the said owner must keep the plant room in respect of which rights of exclusive use and enjoyment and special privilege is hereby granted, properly maintained and in a state of good and serviceable repair.
- (c) The said owner acknowledges that the plant room must not be used for any purpose, such as the storage of inflammable products, which would invalidate or make null and void the Owners Corporations' insurances.
- (d) The party having sole right to terminate this exclusive use by-law is the owner for the time being of lot 17.

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SP82911



34 Air Conditioners

Part 1: Introduction, Definitions and Interpretation

The Owners Corporation has resolved that upon compliance with the conditions set out in this by-law air-conditioning units may be installed on the common property roof areas of the buildings compromised in the strata scheme.

In this by-law

- 1) "Air Conditioner" means any air conditioner condenser, pipes, wires, cables, any fan coil unit and ancillary ducting or controls and other related parts comprised in an air-conditioning system serving a lot.
- 2) "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning & Assessment Act 1979.
- 3) "Statute" means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State of New South Wales and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.
- 4) Words importing the singular include the plural and vice versa, words importing a gender include any gender and words defined in the Strata Schemes Management Act 1996 have the meaning given to them in the Act.
- 5) All parts of the by-law are to be considered in the interpretation of it.

Part 2: Terms

An owner of a lot must not install, attach or affix any air conditioner to serve his lot {or allow such air conditioner to be installed, attached or affixed}, nor may any owner keep any air conditioner to serve his lot; otherwise than in compliance with the following term and conditions.

Part 3: Conditions: Prior to Installation and Installation

- 1) An air conditioner may only be installed on a roof area.
- 2) Prior to installing any air conditioner an owner must first:
 - (a) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval.
 - (b) Obtain the written approval of the Owners Corporation to the size, performance specifications, colour and type of the proposed unit, and its location and manner of installation (including the application of acoustic dampeners and screens (or other requirements) to minimise the visibility of any component of the unit).

For this purpose, the owner must, if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation.

Provide the Owners Corporation:

- (a) With certification from a licensed electrician that the relevant common property electricity supply and the circuit board and wiring serving the lot all have the capacity to cater for the additional load; or
 - (b) With specifications from a licensed electrician of the necessary changes to the relevant common property electricity supply and the circuit board and wiring serving the lot both to cope with the additional load.
 - (c) If more than one condenser is required for a lot to provide the Owners Corporation with a Certificate of Structural Adequacy of the relevant area of the roof from a registered engineer.
- 3) In installing an air conditioner, an owner must:
 - (a) If applicable, comply with all conditions of approval required by Council.

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- (b) Comply with the terms of this by-law and any additional conditions of approval required by the Owners Corporation.
- (c) Comply with the manufacturer's specifications.
- (d) Have the installation, including any necessary changes to the relevant common property electricity supply and the circuit board and wiring serving the lot, carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Statutes.
- (e) Notify other residents in writing of the period of installation during which noise may create a nuisance.
- (f) Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or the common property or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by building materials, refuse or contractors vehicles. All areas of common property adjacent to the works, or used for or in relation to the works, are to be kept in a clean and tidy state while the works are being carried out, and duly after completion of the works.
- (g) Ensure that condensation and run-off are drained through lines to existing drains or pipes.
- (h) Conceal electrical and coolant lines from view, as far as possible.
- (i) In performance of the installation maintain the structural integrity, the integrity of waterproofing and the integrity of fire safety of the building. Any penetration of the common property or fire rated element is to be sealed in accordance with the Building Code of Australia and relevant Australian Standards.

Part 4: Conditions: Keeping and Using an Air Conditioner

- 1) An owner or occupier must not use an air conditioner in breach of the Protection of the Environment Operations Act 1997 or any other applicable Statute.
- 2) An owner or occupier must not use an air conditioner if its use generates noise, condensation, vibration or heat that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it or of the common property by the lot owner or occupier of it or of the common property by any person entitled to use it.
- 3) If required by the Owners Corporation (acting reasonably) an owner will perform remedial works to mitigate noise, condensation, vibration or heat, or remove a unit.
- 4) An owner must maintain the air conditioner serving his lot in a state of good and serviceable repair at all times and must renew or replace it when necessary.
- 5) For the purpose of this by-law any air conditioner shall remain the property of the owner of the lot installing it or the owner of the lot served by it, whether or not it is installed by that owner.
- 6) An owner of a lot served by an air conditioner, at his own cost, must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of an air conditioner.
- 7) An owner may remove an air conditioner but must do so at his expense and in a workmanlike manner. An owner must ensure that after an air conditioner is removed the common property is restored as close to its original state as practicable and in such fashion that the risk of future damage to the common property (arising from the installation and subsequent removal of the air conditioner) is minimised.
- 8) If an owner fails to carry out his obligations under this by-law after being requested in writing to do so, the Owners Corporation will be entitled pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the costs from the owner as a debt.
- 9) The terms of this by-law, where applicable, apply to any replacement air conditioner unit and air conditioning units already installed within the scheme.

- 10) The terms of this by-law constitute the approval of the Owners Corporation in terms of By-Law 3 (damange3 to common property) of the By-laws applicable to the strata scheme.

35 Installation of Additional Structures

Part 1: Introduction, Definitions and Interpretation

- 1) The Owners Corporation has resolved to regulate the installation of a defined group of additional structures to permit owners to enhance the use and enjoyment of individual lots.
- 2) The Executive Committee may from time to time determine what is an approved type of exhaust fan, whirly bird or bollard and an owner may only install an additional structure of an approved type.
- 3) Under the terms of this by-law an owner of a lot installing an additional structure shall be responsible for the maintenance and repair, the replacement or renewal and the removal of a structure, all at the owners cost.
- 4) In this by law:
 - (a) "Additional structure" means any of the following:
 - (i) An exhaust fan;
 - (ii) A whirly bird, and
 - (iii) A bollard.
 - (b) "Approved type" means a type of additional structure approved by the Executive Committee from time to time.
 - (c) "Council" means the State or Local Government Body or Planning Authority with authority to determine applications under the Environmental Planning and Assessment Act 1979.

Part 2: Terms

An owner of a lot must not install, attach or affix any additional structure to serve his lot; or allow such additional structure to be installed (attached or affixed) or kept; except in compliance with the following terms and conditions.

Part 3: Terms and Conditions: Prior to Installation

- 1) Prior to installing any additional structure an owner must first:
 - (a) Provide the Owners Corporation with a copy of any requisite approval of Council, including all conditions of approval.
 - (b) Obtain the written approval of the Owners Corporation to the specifications, colour and type of the proposed additional structure that must be of an approved type, and its location and manner of installation. For this purpose, the owner must, if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation. A bollard may only be installed on an approved location to ensure there is no damage to any cables, pipes or wires in a slab.

Part 4: Terms and Conditions: Installation-General

In installing an additional structure an owner must:

- 1) If applicable, comply with all conditions of approval of Council.
- 2) Comply with all conditions of approval of the Owners Corporation.
- 3) Comply with the manufacturer's specifications.
- 4) Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes, the Home Building Act and other applicable Statutes.
- 5) Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex

shall not be obstructed by the building materials, refuse or contractor vehicles. All areas of common property adjacent to the works, or used for or in relation to the works, are to be kept in a clean and tidy state while the works are being carried out.

- 6) In performance of the installation maintain the structural integrity, the integrity of waterproofing and the integrity of fire safety of the building. Any penetration of the common property of fire rated element is to be sealed in accordance with the Building Code of Australia and relevant Australian Standards.

Part 5: Terms and Conditions: Keeping an Additional Structure

- 1) An owner must maintain the additional compromised in any additional structure in a state of good and serviceable repair and must renew or replace them when necessary.
- 2) For the purpose of this by-law any additional structure shall remain the property of the owner of the lot installing it or the owner of the lot served by it whether or not the owner of that lot installs it.
- 3) The owner at his or her own cost must repair any damage to the common property or the property of the owner or occupier of another lot occurring in the installation, maintenance, replacement, repair or renewal of an additional structure.
- 4) The owner must indemnify the Owners Corporation and the owners and occupiers of other lots against any legal 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 installation of the additional structure or would not have been incurred of the additional structure had not been installed or constructed.
- 5) An owner may remove an additional structure but must do so at his own expense and in a workmanlike manner. An owner must ensure that after an additional structure is removed the common property is restored.
- 6) If an owner or occupier fails to carry out his obligations under this by-law after being requested in writing to do so, the Owners Corporation will be entitled pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work and recover the costs from the owner as a debt.
- 7) The terms of this by-law apply to any replacement additional structure and where relevant to additional structures already installed within the scheme.

Special By-Laws

Special By-Law 1 - Cost Recovery to Owners Corporation

A) Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

- (i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
- (ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
- (iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
- (iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B) (v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot owner;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Special By-Law 2 – Renovation Approval

A lot owner shall seek approval from the Executive Committee prior to commencing any material renovations. Such application is to be made on the form contained within the Renovation Fact Sheet and Application available from the Strata Managing Agent.

Special By-Law 3 - Lot 3 Exclusive Use - Alteration to Common Property

THAT by special resolution pursuant to s 52 of the Strata Schemes Management Act 1996 (NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration at the Registrar General's office by the Owners Corporation in accordance with s48:

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, the additional accommodate office space and storage.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

Special By-Law 4 - Lot 8 Exclusive Use - Alteration to Common Property

THAT by special resolution pursuant to s 52 of the Strata Schemes Management Act 1996 (NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration at the Registrar General's office by the Owners Corporation in accordance with s48:

DEFINITIONS

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In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Schedule;

"Works" means in relation to the Lot, the works specified in the Schedule.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

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Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

SCHEDULE

Lot number benefited by this bylaw:

- Lot 8 in Strata Plan 82911.
- "Exclusive Use Area" means in respect of the Lot, the common property void area within the Lot and enclosed by the roof.
- "Works" means, in relation to the Lot, the works referred to in Attachment 8.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 5 - Lot 45 Exclusive Use - Alteration to Common Property

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, extending mezzanine, additional accommodate office space and storage.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

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INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 6 Lot 10 Exclusive Use - Alteration to Common Property

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, extending mezzanine, additional accommodate office space with full working kitchen, three open rooms in lower area at rear, storage and air-conditioning.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 7- Lot 22 Exclusive Use - Alteration to Common Property

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

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"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, the additional accommodate office space and storage.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or

contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 8- Lot 11 Exclusive Use - Alteration to Common Property

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, extending mezzanine, additional office space, bathroom, and kitchenette.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;

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- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 9 - Lot 42 Exclusive Use - Alteration to Common Property

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, moving existing staircase, extending mezzanine, enclosing staircase, bathroom, and kitchenette.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the Owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);

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- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

Special By-Law 10 - Lot 20 Exclusive Use - Alteration to Common Property

THAT by special resolution pursuant to s 52 of the Strata Schemes Management Act 1996 (NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration at the Registrar General's office by the Owners Corporation in accordance with s48:

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, extending mezzanine, additional office space.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

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- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 11 - Lot 23 Exclusive Use - Alteration to Common Property

THAT by special resolution pursuant to s 52 of the Strata Schemes Management Act 1996 (NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration at the Registrar General's office by the Owners Corporation in accordance with s48:

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, extending mezzanine, additional office space, toilets and kitchenette.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 12 – Lot 12 Exclusive Use – Alteration to Common Property

That by special resolution pursuant to S52 of the Strata Schemes Management Act 1996 (NSW) the following addition be made to the bylaws applying to the strata scheme and that notification of this change to the bylaws be lodged for registration at the registrar general's office by the owners corporation in accordance with S48:

DEFINITIONS

In this bylaw, unless the context indicates otherwise, the following terms and expressions are defined to mean:

"Act" means the Strata Schemes Management Act 1996 (NSW)

"Lot" means lot number specified in the Schedule;

"Owner" means the registered owner of the Lot from time to time;

"Exclusive Use Area" means, in respect of the Lot, the common property specified in the Lot;

"Works" means in relation to the Lot, extending mezzanine, additional office space, bathroom, and kitchenette.

RIGHTS

The Owner of the Lot is conferred with the special privilege to retain the Works and exclusive use of the Exclusive Use Area.

SUBJECT TO the due observance and performance by the Owner with the following conditions and obligations:

COUNCIL APPROVAL

The Owner must:

- Within 90 days of the date of the bylaw being registered, lodge an application at the local council for a certificate under s149A-E of the Environmental Planning & Assessment Act 1979 (NSW) (called "the Certificate") in respect of the Works;
- Promptly do all acts and things required by the council in order for it to issue the consent; and
- Within 14 days of receipt of the consent, provide a copy to the strata managing agent or secretary of the Owners Corporation.

USAGE PURPOSE

The Owner may use the Exclusive Use Areas only for the purpose as approved by Local Council.

INDEMNITY AND INSURANCE

The Owner shall indemnify the Owners Corporation against the following:

- any sums payable by the owners 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 result of the use of the relevant area of the common property or of the Works;
- any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, to other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works (or repairs to the Works);
- any liability for damage to the Works caused by the owners corporation in undertaking any work referred to in s 65 of the Act or in exercising the power of entry for the purposes of or related to such works.

MAINTENANCE OF COMMON PROPERTY & EXCLUSIVE USE AREAS

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- The Owner must at all times properly maintain and keep in a state of good and serviceable repair all common property affected by or in contact with the Works;
- The Owner must at all times properly maintain and keep in a state of good and serviceable repair other common property affected by repair works carried out in the Exclusive Use Areas or to the Works themselves.

OWNER'S FIXTURES

- The Works shall be and remain Owner's Fixtures;
- The Owner must at all times properly maintain and keep the Works in a state of good and serviceable repair;
- The Owner will at all times remain liable for any damage to the Lot or common property arising out of the Works.

REGISTRATION FEE

Following the passing of this bylaw, the Owner must reimburse the Owners Corporation the reasonable costs of the Owners Corporation registering the bylaw at the Registrar General's office.

BYLAW DEFAULT

Without prejudice to the other rights of the owners corporation, where the Owner fails or neglects to carry out any condition referred to herein then the owners corporation or its agents, servants or contractors may in accordance with s 65 of the Act enter upon the Lot and carry out such condition and may recover the costs of fulfilling such condition as a debt from the Owner.

Special By-Law 13 – For Sale Signs

That prior to a Lot Owner or their appointed Agent standing a For Sale on common property the following conditions must be met:

1. Written permission is granted by the Owners Corporation through application to the Strata Managing Agent;
2. That no more than two (2) advertising signs may be erected at any time;
3. That the Lot Owner fully indemnifies the Owners Corporation for any loss, damage or cost associated with the erection of the sign;
4. That the Lot Owner pays a refundable \$550 bond to the Owners Corporation;
5. That the sign may only be placed on the left hand side of the entrance (from the street);
6. That signs must be removed within 7 days of exchange of contract or Lease;
7. That signs which are damaged or vandalised are to be removed within 7 days of request of the Owners Corporation;
8. Any signs that are in breach of these conditions will be removed by the Owners Corporation and the costs charged to the Lot Owner or taken from the Bond.
9. Maximum size to be 1.4sqm

Special By-Law 14 – Service of Notice to Owners

A Document may be served on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address.

A notice or document served on an owner by email in accordance with this by-law is deemed to have served when transmitted by the sender, providing that the sender does not receive an electronic notification of unsuccessful transmission within 24 hours.

Special By-Law 15 – Minor Renovations

- a. The owners corporation grants authority to the strata committee to consider & approve any minor renovations as described in section 110 of the Strata Schemes Management Act 2015.
- b. Minor Renovations are works as described in section 110 of the Strata Schemes Management Act 2015 and regulation 28 of the Strata Schemes Management Regulation 2016.

- c. The applicant lot owner must comply with Section 110 of the Strata Schemes Management Act 2015 in its entirety.

Special By-Law 16 – Noticeboard

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

Special By-Law 17 – Parking and Waste on Common Property

INTRODUCTION

The Purpose of this By-Law is to prevent owners and occupiers from parking on common property, to prevent the storage of bins on common property and to permit the owners corporation to issue notifications to offending owners and recover the costs as liquidated damages from the lot owner.

DEFINITIONS

- (i) In this By-Law, unless the content indicates or requires otherwise, these terms shall have the following meanings:

“Act” means Strata Management Act 2015;

“Bins” means any waste receptacle;

“Committee” means the committee of the owners corporation;

“Common Property” means the common property for the strata scheme;

“Fee” means the amount fixed by the committee being a genuine estimate of the costs incurred by the owners corporation for issuing the notification.

“Visitors” means any visitor to the lot;

“Lot” means a lot within the strata scheme;

“Notification” means any written notification determined by the committee determined by the committee requesting removal of an offending vehicle and notifying a breach of this by-law;

“Occupier” means an occupier of a lot within the strata scheme and includes owners or lessees of the lot;

“Offending Vehicle” means a Vehicle parked contrary to this by-law

“Owner” means the owner or agent of the lot;

“Owners Corporation” means the owners corporation for the strata scheme;

“Rubbish” means any material, item, debris etc.

“Strata Managing Agent” means a strata managing agent appointed to the strata scheme;

“Strata Scheme” means the strata scheme in respect of which this by-law applies;

“Vehicle” means any form of motorised or non-motorised transportation vehicle; and

“Visitor Car Parking Space” means any car parking space within the strata scheme which is not subject to exclusive use.

“Waste” means any bin or rubbish.

- (ii) Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 they will have the same meaning as those words have in the Act;

PARKING & WASTE RESTRICTION

- (i) No owner or occupier is permitted to park on common property; and
- (ii) Visitors are only entitled to park in a visitor car parking space for a period of up to 2 hours at any one time or as determined by the strata committee from time to time. Visitors are not

entitled to move their vehicle to another visitor car parking space to circumnavigate the allowable timeframe.

- (iii) No owner or occupier is allowed to store bin(s) or rubbish on common property at any time.

BREACH OF THIS BY-LAW

- (i) The owners corporation is entitled to issue a notification to the owner or occupier;
- (ii) The owners corporation may issue more than one notification throughout the duration of the breach of the by-law; and
- (iii) The owners corporation is entitled to recover the fee from the issuing of a notification from either the owner or occupier.

RECOVERY AND EXPENSES

- (i) The owners corporation may issue an invoice to the owner for the fee as per the address for service for that lot;
- (ii) If the amount due is not paid to the owners corporation by the end one month after the invoice is issued then simple interest will accrue at the annual rate set in the Act;
- (iii) The owners corporation may initiate debt recovery proceedings for any contribution payable under this by-law pursuant to Section 86 of the Act; and
- (iv) All monies recovered by the owners corporation shall form part of the fund to which the relevant contribution belongs.

Special By-Law 18 – Solar Panel Installation – Lot 43

By-law to authorise the owner of Lot 43 to add to, alter and erect new structures on the common property and exclusive use

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance required under the *Home Building Act 1989*, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 43 in strata scheme 82911.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.82911.
- (f) **Works** means all building works and all related services supplied to effect the installation of a 20kw solar system in accordance with the following:
 - (i) installation of 50 solar panels with each panel being approximately 2024 mm × 1002mm on the roof directly above the Lot;
 - (ii) installation of one 3-phase inverter adjacent to the switchboard of the Lot;
 - (iii) all associated penetrations, wiring, and electrical connections as required,

with an appearance in keeping with the rest of the scheme and in accordance with the Location Plan annexed to this by-law and marked Annexure "A".

- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.

1.2 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 *Strata Schemes Management Act 2015*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

- 3.1 Before commencement of the Works the Owner must:
- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
 - (c) ensure that this by-law is registered in accordance with section 141 of the *Strata Schemes Management Act 2015* at the Registrar-General's Office.

PART 3.2

During construction

- 3.2 Whilst the Works are in progress the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
 - (c) use reasonable endeavours to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a reasonable period of time from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;

- (i) ensure that the solar panels, being subject of the Works do not exceed a maximum of 5 degree elevation angle when installed;
- (j) ensure that no fixtures, conduits or cabling are affixed to the exterior wall on the common property (excluding the roof);
- (k) ensure that Works do not involve any coring or drilling on the exterior wall and/or concrete slab on the common property (excluding the roof);
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
- (m) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3

After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4

Enduring rights and obligations

3.4 The Owner:

- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
- (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
- (d) remains liable for any damage to lot or common property arising out of the Works;
- (e) must make good any damage to lot or common property arising out of the Works; and
- (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

Special By-Law 19 – Receipt of Electronic Pages

PART 1.1 - PREAMBLE

1.1 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.

PART 1.2 - GRANT OF RIGHT

1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

PART 1.3 - THIS BY-LAW TO PREVAIL

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

PART 2 - DEFINITIONS & INTERPRETATION

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

- (a) Act means the Strata Schemes Management Act 2015.
- (b) Agreement means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) Electronic Communication means a document or instrument, including, but is not limited to, a form of proxy, the content of which is in an electronic media format only.
- (d) Lot means any lot in strata plan no. 82911
- (e) Owner means the owner from time to time of the Lot.
- (f) Owners Corporation means the owners corporation constituted on the registration of strata plan no. 82911
- (g) Owners Mark means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) Strata Scheme means the strata scheme relating to Strata Plan no. 82911

2.2 Interpretation

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this bylaw is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

PART 3 - CONDITIONS

3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, the Owner does the following:

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
- (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.

3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.

3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy, it may be accepted by the Owners Corporation if:

- (a) the communication is received in accordance with the notice period under the Act;
- (b) the communication is in the form prescribed by the Strata Schemes Management Regulation 2016; and

- (c) it contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.

3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

Special By-Law 20 - Solar Panel Installation – Lot 42

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
- (i) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (ii) insurance required under the Home Building Act 1989, which if permissible by the insurer must note the Owners Corporation as an interested party; and
 - (iii) workers compensation insurance as required by law.
- (c) **Lot** means lot 42 in strata scheme 82911.
- (d) **Owner** means the owner of the Lot from time to time.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.82911.
- (f) **Works** means all building works and all related services supplied to effect the installation of a 13.28 kW Solar + 25.6 kW Battery system in accordance with the following:
- (i) installation of 32 solar panels (TW Solar TW415MAP-108-H/30) with each panel being approximately 1722 mm × 1134 mm on the roof directly above the Lot;
 - (ii) installation of one 3-phase inverter (Sungrow 10kW Three Phase Hybrid Inverter) adjacent to the switchboard of the Lot;
 - (iii) all associated penetrations, wiring, and electrical connections as required,
- with an appearance in keeping with the rest of the scheme and in accordance with the Location Plan annexed to this by-law and marked Annexure "A".
- (g) **Exclusive Use Area** means the common property areas reasonably required to keep the Works.
- 1.2 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 Strata Schemes Management Act 2015; and
 - (d) references to legislation includes references to amending and replacing legislation.

PART 2

GRANT OF RIGHT

- 2.1 The Owner is authorised to add to, alter and erect new structures on the common property to carry out the Works.
- 2.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 3

CONDITIONS

PART 3.1

Before commencement

- 3.1 Before commencement of the Works the Owner must:
 - (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
 - (b) effect and maintain Insurance for the duration of the Works being carried out, and provide a copy to the Owners Corporation; and
 - (c) ensure that this by-law is registered in accordance with section 141 of the Strata Schemes Management Act 2015 at the Registrar-General's Office.

PART 3.2

During construction

- 3.2 Whilst the Works are in progress the Owner must:
 - (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work;
 - (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code of Australia and the Australian Standards and the law;
 - (c) use reasonable endeavors to cause as little disruption as possible;
 - (d) perform the Works during times reasonably approved by the Owners Corporation;
 - (e) perform the Works within a reasonable period of time from their commencement or such other period as reasonably approved by the Owners Corporation;
 - (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
 - (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
 - (h) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris;
 - (i) ensure that the solar panel, being subject of the Works do not exceed a maximum of 5 degree elevation angle when installed;
 - (j) ensure that no fixtures, conduits or cabling are affixed to the exterior wall and/or concrete slab on the common property (excluding the roof);
 - (k) ensure that the works do not involve any coring or drilling on the exterior wall and/or concrete slab on the common property (excluding the roof);
 - (l) ensure that the Inverter and another ancillary equipment is fully contained within Lot 42;
 - (m) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
 - (n) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

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PART 3.3

After construction

- 3.3 After the Works have been completed the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
 - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works.

PART 3.4

Enduring rights and obligations

- 3.4 The Owner:
- (a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;
 - (b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
 - (c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;
 - (d) remains liable for any damage to lot or common property arising out of the Works;
 - (e) must make good any damage to lot or common property arising out of the Works; and
 - (f) must indemnify the Owners Corporation against any costs or losses arising out of the Works to the extent permitted by law.

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Schedule 2 Addition of Special By-Law 21

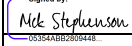
Special By-Law 21 – Insurance Excesses

1. The owners corporation may provide services to lot owners in connection with the making of insurance claims in respect of damage to property of a lot owner insured under a policy of insurance obtained by the owners corporation.
2. Owners of lots must indemnify the owners corporation immediately on demand for the amount of any insurance excess or deductible that becomes payable by the owners corporation in respect of such a claim made in respect of their lot.

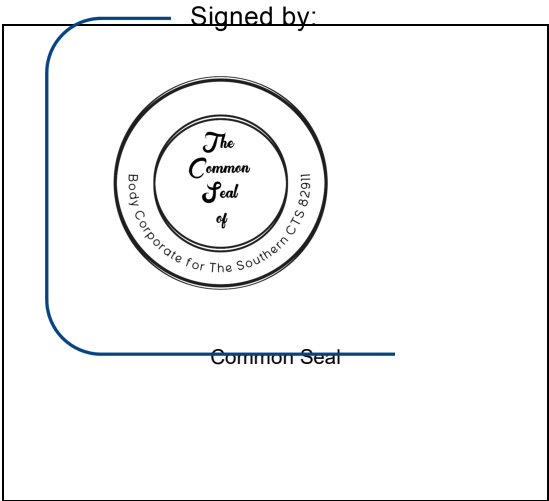
Docusign Envelope ID: 6940C6F0-36D3-4264-BCF2-93914287A07E

Execution

THE COMMON SEAL of **The Owners—Strata Plan No 82911** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person
Signed by:  00104A692600448
Full name of Authorised Person
Nick Stephenson
Capacity of Authorised Person
Strata managing agent
Address of signatory
Level 7, 558 Pacific Highway ST LEONARDS NSW 2065

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



01 April 2026 1:18 PM AEDT
Date of affixing of the Seal

Electronic signature of me Nick Stephenson,
affixed by me or at my direction
on 01 April 2026 | 12:59 PM AEDT

PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Our Reference:
Your Reference:
Date of Issue:

**PL2026/2375
25326
06/07/2026**

**Infotrack Pty Ltd
Gpo Box 4029
SYDNEY NSW 2000**

Property Number:	24199
Property Address:	32/59-69 Halstead Street SOUTH HURSTVILLE NSW 2221
Legal Description:	Lot 35 SP 84198

This planning certificate should be read in conjunction with the relevant Local Environmental Plan listed under Names of Relevant Planning Instruments and DCPs. This is available on the NSW legislation website at www.legislation.nsw.gov.au.

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in Council's records as being situated at the street address described on page 1 of this certificate.

It is the applicant's responsibility to confirm that the legal description of the lot to which the application relates is accurate and current. Council does not check the accuracy or currency of the information; nor does Council have the copyright to this information.

The legal description of land is obtained from NSW Land Registry Services. Applicants must verify all property and lot information with NSW Land Registry Services or <https://maps.six.nsw.gov.au/>.

The information contained in this certificate relates only to the lot described on page 1 of this certificate.

Hurstville Service Centre MacMahon and Dora Streets, Hurstville

Kogarah Library and Service Centre Kogarah Town Square, Belgrave Street, Kogarah

Phone: 9330 6400 | Email: mail@georgesriver.nsw.gov.au | Postal address: PO Box 205, Hurstville NSW 1481



Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

This certificate is provided pursuant to Section 10.7(2) of the Act. At the date of this certificate, the subject land may be affected by the following matters.

1. Names of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

The following **environmental planning instruments** apply to the carrying out of development on the land:

Local Environmental Plans

Georges River Local Environmental Plan 2021

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Transport and Infrastructure) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Precincts - Central River City) 2021
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Sustainable Buildings) 2022

The following **development control plan** applies to the carrying out of development on the land:

Georges River Development Control Plan 2021

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land:

The following **proposed environmental planning instruments** that have been the subject of community consultation or on public exhibition under the Act, apply to the carrying out of development on the land:

- Council publicly exhibited the Planning Proposal (PP2024/0006) in relation to a portion of Moore Park from 19 November 2025 to 19 December 2025. The objective of the Planning Proposal is to reclassify part of Moore Park from 'community land' to 'operational land' under the *Local Government Act 1993*, and thereby enable the land to be purchased by the adjoining St George Leagues Club for improved access.

Further details can be found at Council's Your Say page:

<https://yoursay.georgesriver.nsw.gov.au/part-of-moore-park>

- Council publicly exhibited the Planning Proposal (PP2025/0003) in relation to 57 Lorraine St, Mortdale from 2 February 2026 to 16 March 2026.

The objective of the Planning Proposal is to allow the use of the Hurstville Golf Course Clubhouse as a function centre, subject to a subsequent development application.

Further details can be found at Council's Your Say page:

<https://yoursay.georgesriver.nsw.gov.au>

- The Biodiversity, Character & Foreshore Planning Proposal to amend the Georges River Local Environmental Plan 2021 was on public exhibition from 23 February 2026 to 23 March 2026. The proposed changes have been prepared to better protect and enhance the values of local biodiversity and the scenic qualities of the Georges River. Further details can be found at Council's Your Say website: <https://yoursay.georgesriver.nsw.gov.au>

The following **draft development control plan** which is or has been the subject of community consultation or on public exhibition under the Act, will apply to the carrying out of development on the land:

- Draft Amendment No. 7 to the Georges River Development Control Plan 2021 is on exhibition from 23 February 2026 to 23 March 2026 to support the Biodiversity, Character & Foreshore Planning Proposal. Further details can be found at Council's Your Say website: <https://yoursay.georgesriver.nsw.gov.au>

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved:

(4) In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan:

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—*
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or*
 - (ii) a number, such as “Zone No 2 (a)”,*
- (b) the purposes for which development in the zone—*
 - (i) may be carried out without development consent, and*
 - (ii) may not be carried out except with development consent, and*
 - (iii) is prohibited,*

Zone E4 General Industrial

2 Permitted without consent

Nil

3 Permitted with consent

Agricultural produce industries; Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Business premises; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Early education and care facilities; Eco-tourist facilities; Educational establishments; Entertainment 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); Jetties; Marinas; Mooring pens; Moorings; Office premises; Open cut mining; Port facilities; Pubs; Recreation facilities (major); Registered clubs; Residential accommodation; Respite day care centres; Roadside stalls; Rural industries; Shops; Small bars; Specialised retail premises; Tourist and visitor accommodation; Water recreation structures.

(c) whether any additional permitted uses apply to the land, Schedule 1 additional permitted uses apply to the land.

Clause 2.5 of the Georges River Local Environmental Plan 2021, prescribes that development of the land for the additional purpose indicated in Schedule 1 of the plan is permissible with the consent of the Council.

(d) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions,

There are no development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house under the Georges River Local Environmental Plan 2021

(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

The land is not in an area of outstanding biodiversity under the Biodiversity Conservation Act 2016

(f) whether the land is in a conservation area, however described,

The land is not located within a conservation area under the provisions of the Georges River Local Environmental Plan 2021.

(g) whether an item of environmental heritage, however described, is located on the land.

The land does not contain a heritage item under the provisions of Georges River Local Environmental Plan 2021.

3. Contributions plans

(1) The name of each contribution plan under the Act, Division 7.1 applying to the land, including any draft contributions plan.

Georges River Council Local Infrastructure Contributions Plan 2021 - Section 7.11 and Section 7.12

Note: Georges River Council at its meeting on 25 October 2021 resolved to adopt the Georges River Council Local Infrastructure Contributions Plan 2021 (Section 7.11 and Section 7.12).

The Plan came into force on Wednesday 1 December 2021 and repealed Council's previous six Section 7.11 Plans and one Section 7.12 Plan on this date.

The Plan applies to land in the Georges River Local Government Area and has been prepared to address anticipated demand for public facilities and services generated by new development up to 2036.

The Plan will enable Council and accredited certifiers to levy Section 7.11 contributions and Section 7.12 levies on development in the LGA towards the provision of public amenities and facilities.

More information is available on Council's website at:

<https://www.georgesriver.nsw.gov.au/Development/Planning-Controls/Development-Contributions-and-Planning-Agreements/Local-Infrastructure-Contributions-Plan-2021-Section>

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The land is not in a special contributions area under the Act, Division 7.1

Note: The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

The Housing and Productivity Contribution (HPC) is in addition to the Section 7.11/Section 7.12 contributions. Further information on HPC is available on the NSW Department of Planning and Environment website at:

<https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

4. Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

- (a) a restriction applies to the land, but it may not apply to all of the land, and*
- (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*

(4). If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land

Housing Code

Complying development under the Housing Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with *AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

Rural Housing Code

Complying development under the Rural Housing Code does not apply as the land is not zoned RU1 Primary Production, RU2 Rural Landscape, RU3 Forestry, RU4 Primary Production Small Lots, RU6 Transition and R5 Large Lot Residential.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with *AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

Pattern Book Development Code

Complying development under the Pattern Book Development Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with *AS 2021—2000, Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

Inland Code

Complying development under the Inland Code does not apply to Georges River Council Local Government Area.

Greenfield Housing Code

Complying development under the Greenfield Housing Code does not apply to Georges River Council Local Government Area.

Housing Alterations Code

Complying development under the Housing Alterations Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, *Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

General Development Code

Complying development under the General Development Code may be carried out on the land.

Note: The erection of a new dwelling house or an addition to a dwelling house on land in the 20-25 ANEF contours is complying development for this Policy, if the development is constructed in accordance with AS 2021—2000, *Acoustics—Aircraft noise intrusion—Building siting and construction*.

Please check the ANEF contour the land is located within.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code may be carried out on the land.

Subdivision Code

Complying development under the Subdivisions Code may be carried out on the land.

Demolition Code

Complying development under the Demolition Code may be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code may be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the **Agritourism and Farm Stay Accommodation Code** does not apply to Georges River Council Local Government Area.

Disclaimer: The information above addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

NOTE: Council does not have sufficient information to ascertain the extent to which complying development under the Codes may be carried out on the land. A restriction to carrying out complying development applies to the land, but may not apply to all of the land.

NOTE: The complying development codes have not been varied under clause 1.12 of the SEPP in relation to the land.

5. Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of one of those clauses, the reasons why it may not be carried out under the clause

*(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that —
(a) a restriction applies to the land, but it may not apply to all of the land, and*

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

Exempt development under the General Exempt Development Code **may** be carried out on the land.

Advertising and Signage Exempt Development Code

Exempt development under the Advertising and Signage Exempt Development Code **may** be carried out on the land.

Temporary Uses and Structures Exempt Development Code

Exempt development under the Temporary Uses and Structures Exempt Development Code **may** be carried out on the land.

Disclaimer: The information above addresses matters raised in clause 1.16(1)(b1)–(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that the work is not exempt under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

NOTE: Council does not have sufficient information to ascertain the extent to which exempt development under the Codes may be carried out on the land. A restriction to carrying out exempt development applies to the land, but may not apply to all of the land.

6. Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land, or Council is not aware of any affected building notice in force in respect of the land.

Council is not aware of any affected building notice in force in respect of the land

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

Council is not aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

Council is not aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

(2) In this clause:

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15?

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1, makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

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

(a) the Roads Act 1993, Part 3, Division 2?

The land is not affected by road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

(b) any environmental planning instrument?

The land is not affected by any road widening or road realignment under the provisions of any environmental planning instrument.

(c) any resolution of the Council?

The land is not affected by any road widening or road realignment under any resolution of the Council.

9. Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes.

The land has been identified in the **Blakehurst and Kogarah Bay Wards Overland Flow Flood Study** as being within the Flood Planning Area (FPA) and therefore, is subject to flood-related development controls. Development controls are contained in the Georges River Development Control Plan and Council's Stormwater Management Policy. Flood extent maps are available on Council's website:

<https://www.georgesriver.nsw.gov.au/Community/Neighbourhood-Maps>

The FPA is based on the 1% AEP Flood Level and Freeboard. A 1% AEP flood has a 1% or 1 in 100 chance of being reached or exceeded in any given year. Freeboard is a height above the 1% AEP flood level that is included to account for factors such as wind, waves, unforeseen blockages, other localised hydraulic effects. Freeboard is usually 0.5m above a flood level or as identified in relevant Development Control Plan.

To further understand flood risk and constraints to this site, apply for a Flood Advice Application (fee applies). For more information, visit Council's Flood Management Website: <https://www.georgesriver.nsw.gov.au/Flood-Management>

Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Flood Management Website:

<https://www.georgesriver.nsw.gov.au/Flood-Management>

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Yes.

The land has been identified in the **Blakehurst and Kogarah Bay Wards Overland Flow Flood Study** as being between the Flood Planning Area (FPA) and the Probable Maximum Flood (PMF) extents and therefore may be subject to flood-related development controls. Flood extent maps are available on Council's website:

<https://www.georgesriver.nsw.gov.au/Community/Neighbourhood-Maps>

PMF is the largest flood that could conceivably be expected to occur at a particular location, usually estimated from probable maximum precipitation. The PMF defines the maximum extent of flood prone land, that is, the floodplain.

PMF Flood related development controls are dependent on the type of development being proposed.

For a residential development, flood related development controls are not applicable. For sensitive and hazardous development or critical infrastructure development and land uses - such as hospitals, early education and care facilities, group homes, seniors housing, and emergency service facilities may be subject to flood related development controls. Development controls are contained in the Georges River Development Control Plan and Council's Stormwater Management Policy.

To further understand flood risk and constraints to this site, apply for a Flood Advice Application (fee applies). For more information, visit Council's Flood Management Website: <https://www.georgesriver.nsw.gov.au/Flood-Management>

Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Flood Management Website:
<https://www.georgesriver.nsw.gov.au/Flood-Management>

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual

Note 1: The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

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

(1) Whether any of the land is 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?

Airspace operations - The objective of this clause is to protect airspace around airports. (Refer Clause 6.7 of the Georges River Local Environmental Plan 2021).

Bushfire prone land - The Georges River Development Control Plan 2021 (Part 3.4) applies to bushfire prone land as identified on the Council's Bushfire Prone Land Map certified by the NSW Rural Fire Service on 1 September 2025 and held at Council's office and on Council's website.

Acid Sulfate Soils - This property has been identified as potentially containing acid sulphate soils, as identified on the Georges River Local Environmental Plan 2021 Acid

Sulphate Soils Map (Please refer to Clause 6.1 of the Georges River Local Environmental Plan 2021).

(2) In this clause—

adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

The land is shown to be bushfire prone land by the Georges River Bush Fire Prone Land Map certified by the NSW Rural Fire Service on 1 September 2025 and held at Council's office and on Council's website. Further details of applicable restrictions on development of the land may be obtained on application to Council.

12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land to which this certificate relates has not been identified in the Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017?

The land is not in an area proclaimed to be a mine subsidence district within the meaning of Coal Mine Subsidence Compensation Act 2017.

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that:

(a) applies to the land or

(b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a ballot.

(2) The date of any subdivision order that applies to the land.

There is no subdivision order applying to the land.

(3) Words and expressions used in this clause have the same meaning as they have in Regulation, Part 10 and the Act, Schedule 7.

15. Property Vegetation Plans

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council has not been notified of the existence of a property vegetation plan by the person or body that approved the plan under the Native Vegetation Act 2003.

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

Council has not been notified by the Biodiversity Conservation Trust, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

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

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18.Orders Under Trees (Disputes Between Neighbours) Act 2006

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

The Council has not been notified of an order under the Act in respect of tree(s) on the land.

Council has not verified whether any order has been made of which it has not been notified. The applicant should make its own enquiries in this regard if this is a matter of concern.

19.Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this clause— existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1.1.2011.

No, according to Council's records the owner (or previous owner) of the land has not consented in writing to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services relating to existing coastal protection works.

20.Western Sydney Aerotropolis

Whether under State Environmental Planning Policy (Precincts – Western Parkland City) 2021 —

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or*
- (b) shown on the Lighting Intensity and Wind Shear Map, or*
- (c) shown on the Obstacle Limitation Surface Map, or*
- (d) in the “public safety area” on the Public Safety Area Map, or*
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.*

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not affect the Georges River Local Government Area.

21.Conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

No terms of a kind referred to in Clause 88(2) of State Environmental Planning Policy (Housing) 2021, have been imposed as a condition of consent to a Development Application granted after 11 October 2007 in respect of the land.

22.Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- (a) the period for which the certificate is current, and*
- (b) that a copy may be obtained from the Department.*

(2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

(4) In this section—

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

(1) Council is not aware of any current site compatibility certificate (Affordable Rental Housing), in respect of proposed development on the land.

(2) No conditions of a development consent in relation to the land that are of a kind referred to in clause 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land.

(3) No terms of a kind referred to in Clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, have been imposed as a condition of consent to a Development Application in respect of the land.

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, a statement to that effect.

Council has not been advised that water or sewerage services are to be provided to the land under the *Water Industry Competition Act 2006*.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

No land within the Georges River Local Government Area is located in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

The land is not located within a future infrastructure corridor to which section 4.7A of the *State Environmental Planning Policy (Transport and Infrastructure) 2021* applies.

Any Other Prescribed Matter

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

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

The land has not been identified as significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environment Protection Authority).

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

The land is not subject to a management order within the meaning of the Contaminated

Land Management Act 1997. (Enquiries should be directed to the NSW Environment Protection Authority).

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

The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1979. (Enquiries should be directed to the NSW Environment Protection Authority).

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

The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997. (Enquiries should be directed to the NSW Environment Protection Authority).

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

Council has not been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

NOTE

This information is provided pursuant to section 10.7 (2) of the Environmental Planning and Assessment (EPA) Act 1979 as prescribed by Schedule 2 of the EPA Regulations 2021 and is applicable as of the date of this certificate.

Additional matters pursuant to Section 10.7(5)

Additional information provided pursuant to section 10.7(5) of the *Environmental Planning and Assessment Act 1979* is available upon application and payment of the prescribed fee. Advice will be provided for the following additional matters not included under Section 10.7(2) in accordance with Section 10.7(5) of the Act:

- Vicinity of a Heritage Item or Heritage Conservation Area
- State Heritage Item
- Stormwater drain

- Planning agreements
- Council studies, policies and plans

Note: Please note that Council provides this information in good faith. Council does not accept any liability in respect of such advice. The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this planning certificate.

Joseph Hill
Director Environment and Planning

Asset Information

Legend

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

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

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

Further Information

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

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

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

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