


Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	BC Property Agents 21/121 Yala Road BANGOR NSW 2234 Tel: 1300 553 593 Fax:	
co-agent vendor	Kenneth David Burrows and Judith Ann Burrows 7 Mackin Close BARDEN RIDGE NSW 2234	
vendor's solicitor		Tel: 0295859822 Fax: 0295859833 3/91 Mulga Road, Oatley NSW 2223 PO Box 107, Riverwood NSW 2210 REF: 2021/2866 Email: info@oncallconveyancing.com.au
date for completion	35th day after the contract date (clause 15)	
land (address, plan details and title reference)	703/3 Penprase Lane MIRANDA NSW 2228 Registered Plan: Lot 50 Plan SP102714 Folio Identifier: 50/SP102714	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> oven & cooktop
	<input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
 - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 - either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
 - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
 - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
 - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

703/3 Penprase Lane MIRANDA NSW 2228

ADDITIONAL CONDITIONS FORMING PART OF ANNEXED CONTRACT FOR SALE OF LAND MADE
BETWEEN Kenneth David Burrows and Judith Ann Burrows AS VENDORS

AND AS PURCHASER

33. AMENDMENTS TO THE PRINTED CLAUSES OF THE CONTRACT

Clause 7.1.1 replace 5% with 1%.

Clause 8.1 the words "on reasonable grounds" are deleted.

Clause 14.4.2 is deleted

Clause 16.8 & 16.12 are deleted.

Clause 25.2 is deleted

Clause 23.14 delete 1st sentence

34. Subject always to any rights under condition 12 and pursuant to Section 52A(2)(b) of the Conveyancing Act 1919 as amended and Regulations pursuant thereto, it is agreed that in the event of any of the following conditions being at variance with the printed conditions the following conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this contract and such remaining provisions shall remain in full force and effect.

35. The purchaser warrants that the purchaser has not been directly or indirectly introduced to the vendor or to the subject property by any real estate agent other than the real estate agent named on printed page No.1 of this contract and the purchaser agrees to indemnify the vendor against any claim for commission by any real estate agent who establishes that he did introduce the purchaser to the vendor or to the property. This clause shall not merge on completion.

36. If either party, or any one of them, being a natural person, prior to completion die or become mentally ill then either party may by notice in writing to the other party rescind this contract whereupon the provisions of Clause 19 herein shall apply.

Should the Purchaser(s) being a Company enter into any scheme or make any assignment for the benefit of creditors or being a Company resolve to go into liquidation or have a petition for the winding up of the Purchaser(s) presented or enter into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the Purchaser(s) or any person included in that term then the Purchaser(s) and all person or companies included in that

term shall be deemed to be in default of an essential term of this contract whereupon the Vendor(s) may terminate this contract in accordance with Clause 9 hereof.

37. It is an essential term of this contract that in the event that completion does not take place by the completion date the Purchaser(s) shall pay to the Vendor(s) on completion, in addition to the balance of purchase money, interest on the balance of the purchase money calculated at the rate of eight (8) percent per annum computed at a daily rate from the due date for completion to the actual date of completion (both dates inclusive) PROVIDED THAT should completion have not taken place by reason of the Vendor(s) default, then interest shall not be charged for the period during which completion was so delayed. It is agreed that these amounts are a genuine pre-estimate of the Vendor(s) loss of interest for the purchase money and liability for rates and outgoings and additional conveyancing expenses.

38. Completion is to take place no later than 4:00pm on the completion date set forth on the front page of this Contract. Should either party fail to complete this contract on or before the completion date specified herein then the other party shall be entitled to issue a Notice to Complete to the defaulting party to complete this contract within fourteen (14) days from the date of service of such notice and in this respect time shall be of the essence. BUT PROVIDED ALWAYS that the party serving the notice shall be at liberty at any time to withdraw the said notice without prejudice to this continuing right to give any further such notice. The vendor shall be entitled to recover the fee of \$110.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

39. Notwithstanding the provisions of Clauses 6 & 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition of the purposes of Clause 8 hereof.

40. The Purchaser acknowledges that this contract contains the whole of the contract made between the parties and that the Purchaser enters into this contract relying solely on the Purchasers own inspection and enquiries and not on any warranty, statement or representation by the vendor or any other person and the Purchaser agrees that no objection shall be taken, requisition raised, compensation claimed nor any rescission hereof made by the Purchaser in the property sold and any inclusions nor in respect of any breach of or non-compliance with any Act, Ordinance, By-Law or Regulation by the property nor in respect of any encroachments by or upon the property sold nor in respect of anything disclosed by or discoverable from any annexure hereto.

41. Sufficient particulars of the title for the preparation of the transfer are contained in this contract. The Purchaser agrees that notwithstanding the provisions of Clause 4 of the contract, they shall not request the vendor to provide any further statement of title.

42.1 If required by the vendors the Purchaser(s) gives to the vendors permission to use the deposit, or part thereof, as a deposit on the purchase of another property and/or for the use as stamp duty payable on the purchase contract or as an entry fee/deposit or ingoing contribution fee/deposit into a Retirement Village or Facility.

If the vendors require the use of the deposit, or part thereof, for the purpose aforesaid the stakeholder is hereby given permission by the parties to the contract to release the deposit, or part thereof, to the vendors for such purpose.

42.2 Should the Vendor require use of the deposit on settlement, in order to settle this matter or any simultaneous purchase, the purchaser grants permission for the deposit to be released, and if required, such release of deposit to be transferred to the purchaser's solicitor/conveyancer's trust account (or source account) which shall be linked to the PEXA transaction as source funds. The vendor shall not be liable for any costs associated with the purchaser's requirement to satisfy this condition.

43. Pursuant to S66S(4) of the Conveyancing Act 1919, the purchaser acknowledges and agrees that should any request to extend the cooling off period be made, the vendor's conveyancer may grant such extension by way of written confirmation to the purchaser's conveyancer before the end of the cooling off period.

44. If there is a television wall bracket or wall mount or picture hooks or shelving on the walls or any item fixed to the wall of the property, the vendor will not make good any holes in the wall following the removal of the said items. The Purchaser agrees that no objection shall be taken, requisition raised, compensation claimed nor any settlement delay due to any matter arising from this special condition.

45. The purchaser's representative must provide the Order on the Agent in formal writing to the vendor's conveyancer on the morning of completion which will be held in escrow pending completion.

46. Electronic execution and consents under Electronic Transactions Act 2000 (NSW).

46.1 (a) Each party consents to this Contract being signed by a party in accordance with an electronic communication method that is approved by the vendor.

(b) Special Condition 46.2 does not apply if this Contract is exchanged in paper.

46.2 The parties to this Contract agree that this Contract is made on its execution by all parties to it; need not be executed and exchanged in counterparts; and constitutes an original document in an electronic format.

47. The purchaser acknowledges and accepts the Sewer Service Diagram and or Sewer Location Diagram attached to this Contract as those currently available from Sydney Water.

The purchaser may not make any requisition or claim, delay completion, rescind or terminate in respect of the said diagrams, the water, sewerage and drainage works that may or may not have been installed or carried out on the property and shown or not shown on the said diagrams or any other matter that may arise from the sewerage and drainage works at the property or this special condition 47.

48. The parties acknowledge that there is only a Sewer Reference Sheet available for this property as annexed to the contract and is the only Diagram currently available from Sydney Water. The purchaser shall not be entitled to raise any objection, requisition, delay completion or claim compensation in respect to this diagram.

NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 50/SP102714

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/7/2021	12:28 PM	2	12/7/2021

LAND
-----LOT 50 IN STRATA PLAN 102714
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIREFIRST SCHEDULE
-----JUDITH ANN BURROWS
KENNETH DAVID BURROWS
AS JOINT TENANTS

(T AR230871)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102714

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 13/7/2021

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102714

SEARCH DATE	TIME	EDITION NO	DATE
13/7/2021	12:34 PM	1	29/4/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102714
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP102714

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102714
ADDRESS FOR SERVICE OF DOCUMENTS:
MIRANDA CENTRAL APARTMENTS
PENPRASE LANE
MIRANDA
NSW 2228

SECOND SCHEDULE (31 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1236291
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP102714
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 5 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 6 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH DP1236291
- 7 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 196K CONVEYANCING ACT 1919
- 8 690432 LAND EXCLUDES MINERALS
- 9 G953967 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 10 DP575309 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1034369 POSITIVE COVENANT
- 12 DP1153094 EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 13/7/2021

SECOND SCHEDULE (31 NOTIFICATIONS) (CONTINUED)

- THE TITLE DIAGRAM
- 13 DP1153094 EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (LIMITED IN STRATUM) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED, AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1153094 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1153094 EASEMENT FOR CLADDING AND SIGNAGE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1153094 EASEMENT FOR CLADDING AND SIGNAGE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED, AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1236291 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1236291 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1236291 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 20 DP1236291 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1236291 EASEMENT FOR FIRE STAIRS AND PASSAGES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1236291 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 23 DP1236291 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1236291 EASEMENT FOR FIRE STAIR PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1236291 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1236291 EASEMENT FOR CAR WASH BAY 3.99 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1236291 EASEMENT TO ACCESS AND USE ENCROACHING PLANT ROOM VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 DP1236291 EASEMENT FOR ENCROACHMENT 0.3 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29 DP1236291 EASEMENT FOR LIGHT AND AIR 3 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30 DP1236291 EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS 1.6, 1.9 AND 2.535 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 31 DP1236291 RESTRICTION(S) ON THE USE OF LAND (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102714

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 102714

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 135	2	- 135	3	- 206	4	- 208
5	- 208	6	- 154	7	- 155	8	- 210
9	- 207	10	- 152	11	- 152	12	- 111
13	- 137	14	- 137	15	- 191	16	- 188
17	- 187	18	- 142	19	- 154	20	- 198
21	- 188	22	- 144	23	- 144	24	- 140
25	- 140	26	- 198	27	- 205	28	- 195
29	- 147	30	- 156	31	- 206	32	- 196
33	- 146	34	- 146	35	- 114	36	- 142
37	- 142	38	- 207	39	- 212	40	- 205
41	- 152	42	- 160	43	- 215	44	- 205
45	- 150	46	- 150	47	- 116	48	- 146
49	- 146	50	- 218	51	- 228	52	- 218
53	- 330	54	- 342	55	- 210	56	- 155
57	- 119						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 13/7/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 30/04/2021 15:17

Order No. 67836045

Certificate No: 103264753

Your Reference: 2016/0584

Certificate Ordered: NSW LRS - Copy of Plan - Strata Plan 102714

Available: Y

Size (KB): 3296

Number of Pages: 21

Scan Date and Time: 29/04/2021 14:38

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE
SUBJECT LAND CREATED BY DP 1236291

EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT TO ACCESS SHARED FACILITIES

NOTE: GLOBAL EASEMENT INFORMATION IS NOT
REPEATED ON THE FOLLOWING SHEETS

LOCATION PLAN – SITE PLAN

S. P. 7 3 5 3 4

33
D. P. 7 1 1 4

ROAD

WANDELLA

(Z)

LEVEL 3 & 4 CAR PARK

No.1 PENPRASE LANE
7 STOREY CONCRETE & GLASS
APARTMENT BUILDING OVER
3 PARKING LEVELS

MIRANDA CENTRAL
APARTMENTS

(Z) COVENANT - G953967

S.P. 30261

PENPRASE

LANE

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

SURVEYOR

Name: ADAM RICHARDSON

Date: 18/01/2021

Reference: 150503 SP-AR

PLAN OF SUBDIVISION OF LOT 103
IN DP 1236291

LGA: SUTHERLAND SHIRE

Locality: MIRANDA

Reduction Ratio: 1:300

Lengths are in metres.

REGISTERED



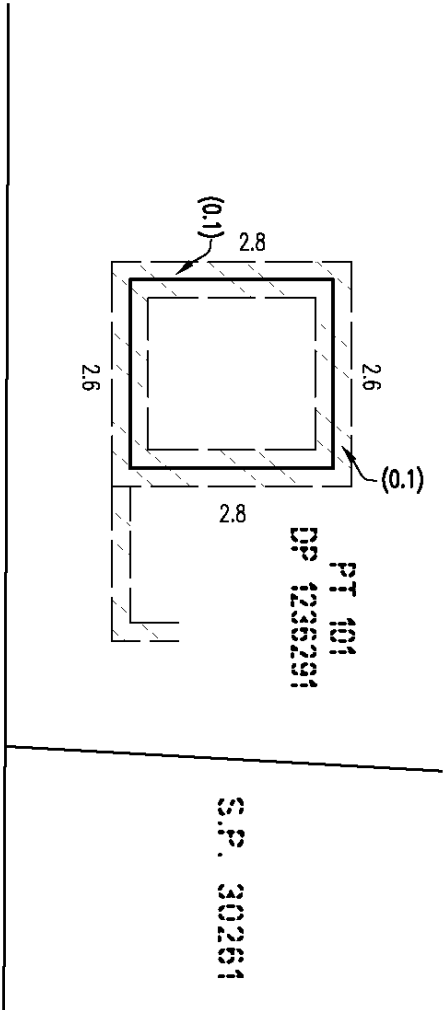
29/04/2021

SP102714

LOCATION PLAN – UNDERCROFT PARKING LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN STRATUM AS DEFINED IN DP 1236291

COMMON PROPERTY ONLY ON THESE LEVELS. THERE IS NO FLOOR PLAN.

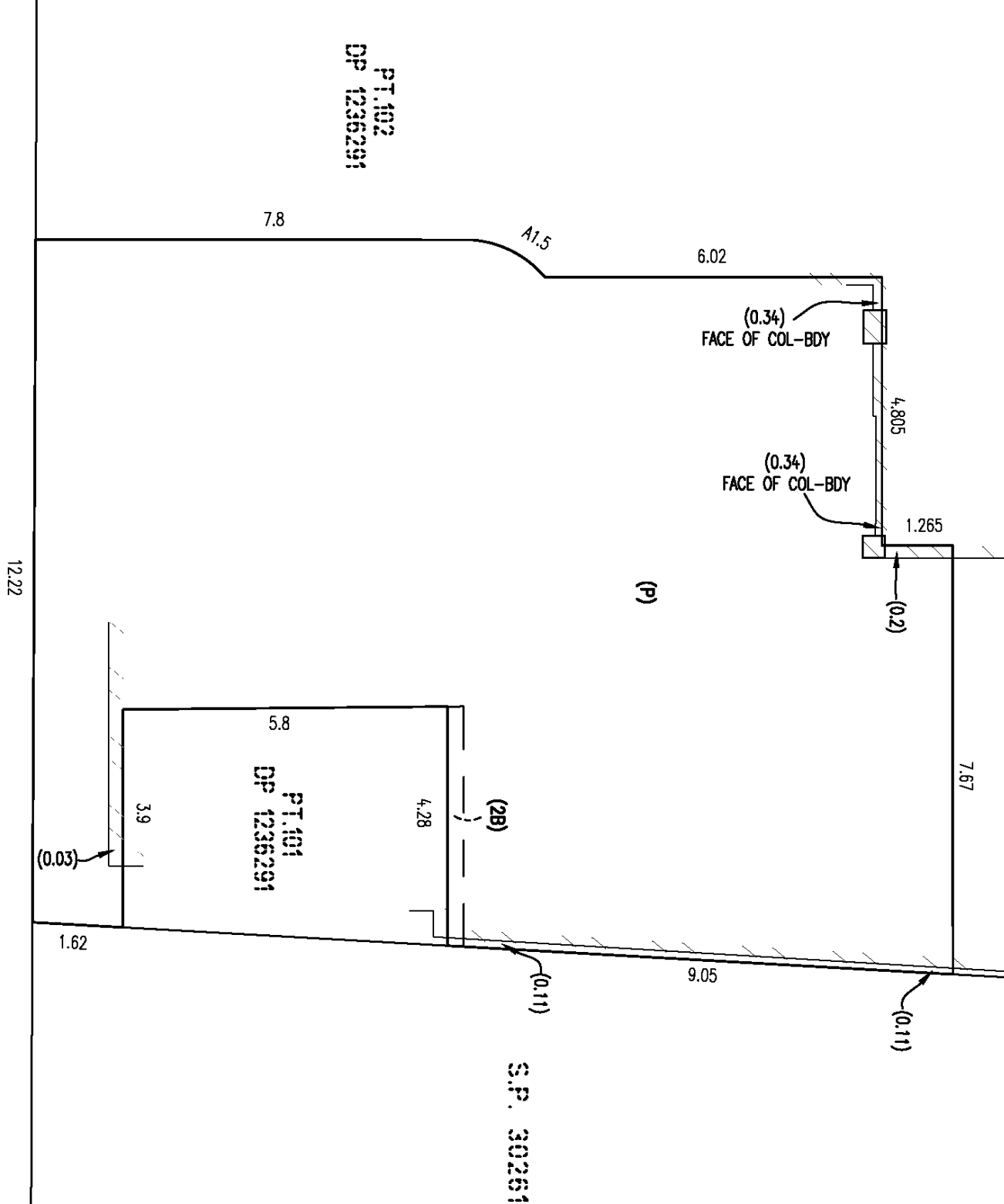


PENPRASE LANE

SURVEYOR	PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291	LGA: SUTHERLAND SHIRE Locality: MIRANDA Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 29/04/2021	SP102714
Name: ADAM RICHARDSON Date: 18/01/2021 Reference: 150503 SP-AR				

LOCATION PLAN – GROUND LEVEL
NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN STRATUM AS DEFINED IN DP 1236291

COMMON PROPERTY ONLY ON THESE LEVELS. THERE IS NO FLOOR PLAN.



EASEMENTS

(2B) – EASEMENT FOR FIRE STAIR PURPOSES VARIABLE
WIDTH (LIMITED IN STRATUM)(DP1153094)

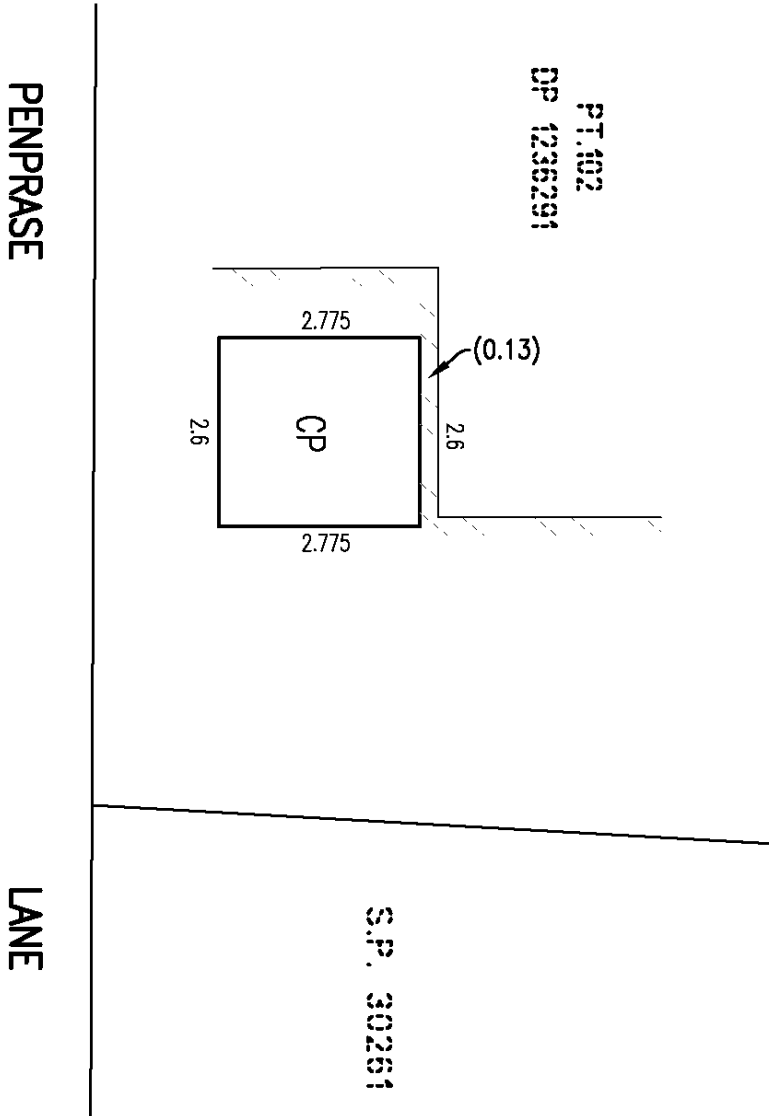
(P) – EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS
VARIABLE WIDTH (LIMITED IN STRATUM)(DP1153094)

SURVEYOR Name: ADAM RICHARDSON Date: 18/01/2021 Reference: 150503 SP-AR	PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291	LGA: SUTHERLAND SHIRE Locality: MIRANDA Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 29/04/2021	SP102714
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LOCATION PLAN – MEZZANINE LEVEL – (LEVEL 1 CARPARK)

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN STRATUM AS DEFINED IN DP 1236291

COMMON PROPERTY ONLY ON THESE LEVELS. THERE IS NO FLOOR PLAN.



CP – DENOTES COMMON PROPERTY

SURVEYOR Name: ADAM RICHARDSON Date: 18/01/2021 Reference: 150503 SP-AR	PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291	LGA: SUTHERLAND SHIRE Locality: MIRANDA Reduction Ratio: 1:100 Lengths are in metres.	REGISTERED 29/04/2021	SP102714
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LOCATION PLAN – LEVEL 2
NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN STRATUM AS DEFINED IN DP 1236291

COMMON PROPERTY ONLY ON THESE LEVELS. THERE IS NO FLOOR PLAN.

S. P. 7 3 5 3 4

PT 101
DP 1236291

33
D.P. 7 1 1 4

ROAD

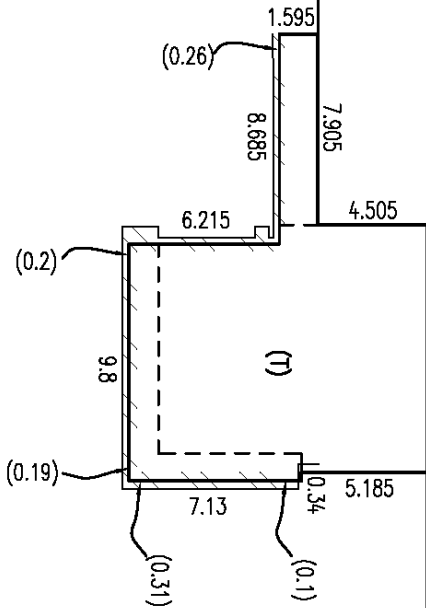
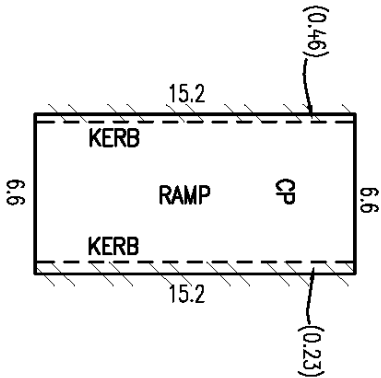
WANDELLA

CP – DENOTES COMMON PROPERTY

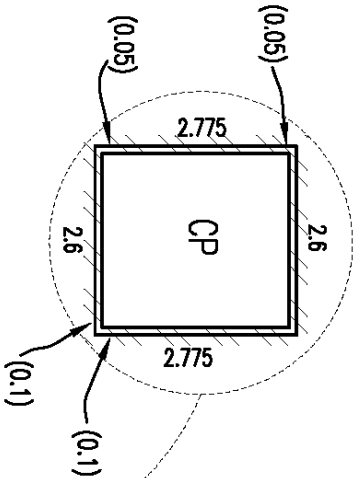
(T) POSITIVE COVENANT (D.P.1153094)

PENPRASE

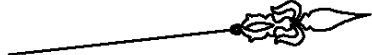
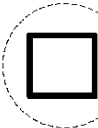
LANE



PT 102
DP 1236291



S.P. 30261



SURVEYOR
Name: ADAM RICHARDSON
Date: 18/01/2021
Reference: 150503 SP-AR

PLAN OF SUBDIVISION OF LOT 103
IN DP 1236291

LGA: SUTHERLAND SHIRE
Locality: MIRANDA
Reduction Ratio: 1:300
Lengths are in metres.



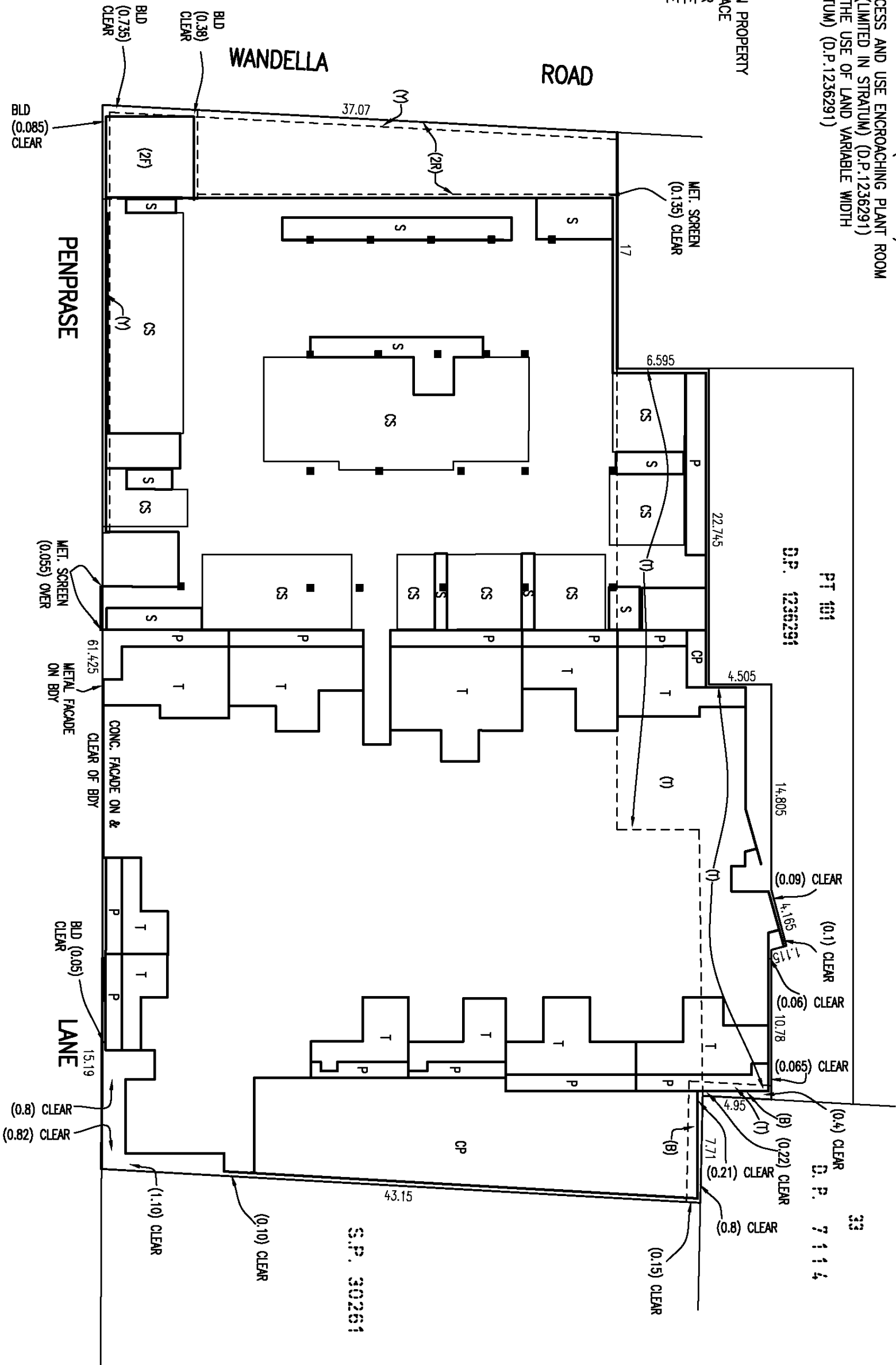
SP102714

- (B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.5/5/309)
- (T) POSITIVE COVENANT (D.P.1153094)
- (Y) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
- (2F) EASEMENT TO ACCESS AND USE ENCROACHING PLANT ROOM
- (2R) VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1236291)
- RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1236291)

- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CAR SPACE
- P - DENOTES PLANTER
- S - DENOTES STORAGE
- T - DENOTES TERRACE

LOCATION PLAN - LEVEL 3

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1236291



SURVEYOR
Name: ADAM RICHARDSON
Date: 18/01/2021
Reference: 150503 SP-AR

PLAN OF SUBDIVISION OF LOT 103
IN DP 1236291

LGA: SUTHERLAND SHIRE
Locality: MIRANDA
Reduction Ratio: 1:300
Lengths are in metres.



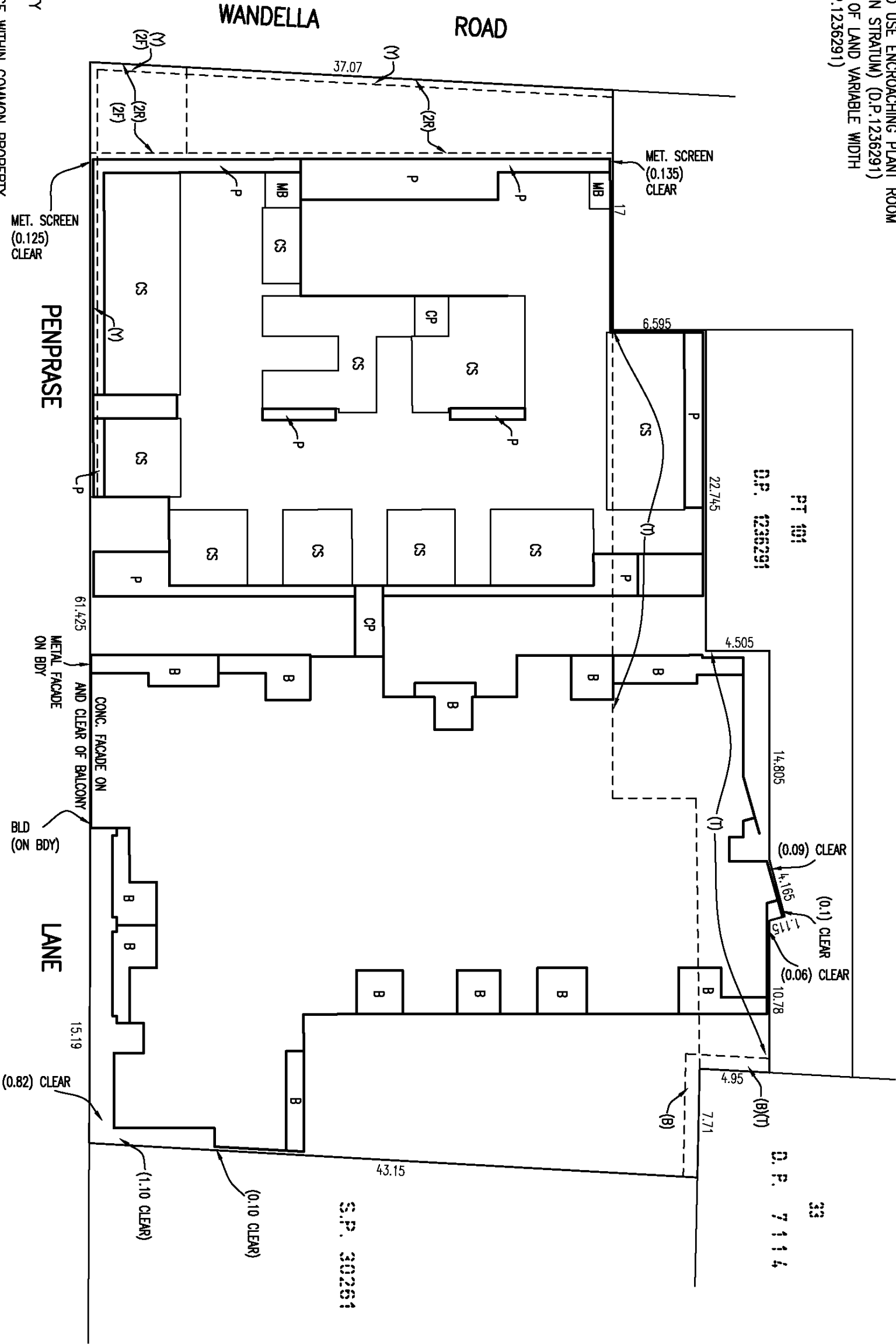
REGISTERED
29/04/2021

SP102714

- (B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.575309)
- (T) POSITIVE COVENANT (D.P.1153094)
- (Y) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
- (2F) EASEMENT TO ACCESS AND USE ENCROACHING PLANT ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1236291)
- (2R) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1236291)

LOCATION PLAN - LEVEL 4
NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1236291

- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPACE
- MB - DENOTES MOTORCYCLE SPACE WITHIN COMMON PROPERTY
- P - DENOTES PLANTER WITHIN COMMON PROPERTY



SURVEYOR
Name: ADAM RICHARDSON
Date: 18/01/2021
Reference: 150503 SP-AR

PLAN OF SUBDIVISION OF LOT 103
IN DP 1236291

LGA: SUTHERLAND SHIRE
Locality: MIRANDA
Reduction Ratio: 1:300
Lengths are in metres.

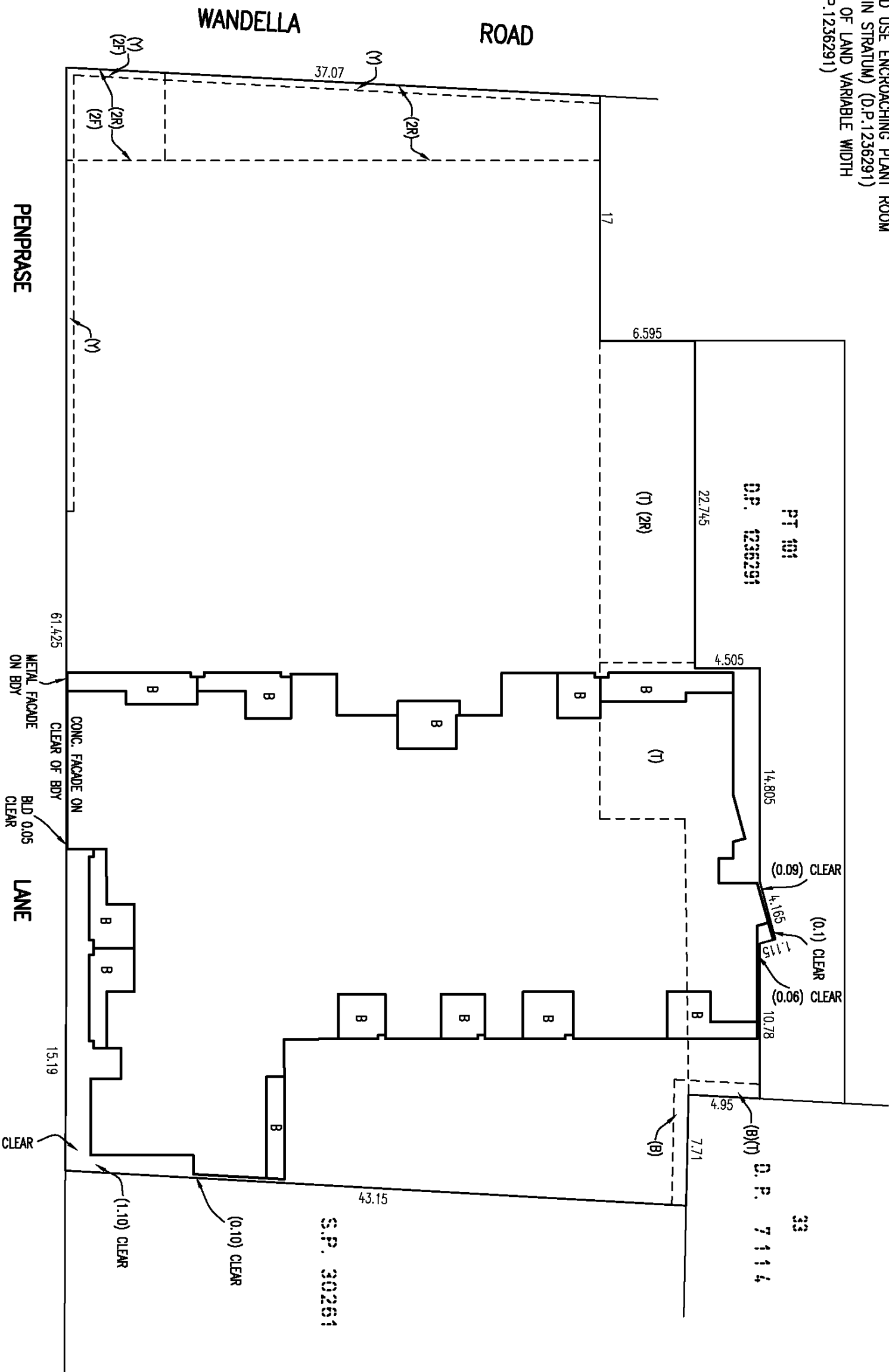


REGISTERED
29/04/2021

SP102714

- (B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.575309)
- (T) POSITIVE COVENANT (D.P.1153094)
- (Y) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
- (2F) EASEMENT TO ACCESS AND USE ENCROACHING PLANT ROOM
- (2R) VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1236291)
- (2R) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (LIMITED IN STRATUM) (D.P.1236291)

LOCATION PLAN – LEVEL 5 & ABOVE
NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED
IN STRATUM AS DEFINED IN DP 1236291



SURVEYOR
Name: ADAM RICHARDSON
Date: 18/01/2021
Reference: 150503 SP-AR

PLAN OF SUBDIVISION OF LOT 103
IN DP 1236291

LGA: SUTHERLAND SHIRE
Locality: MIRANDA
Reduction Ratio: 1:300
Lengths are in metres.



REGISTERED
29/04/2021

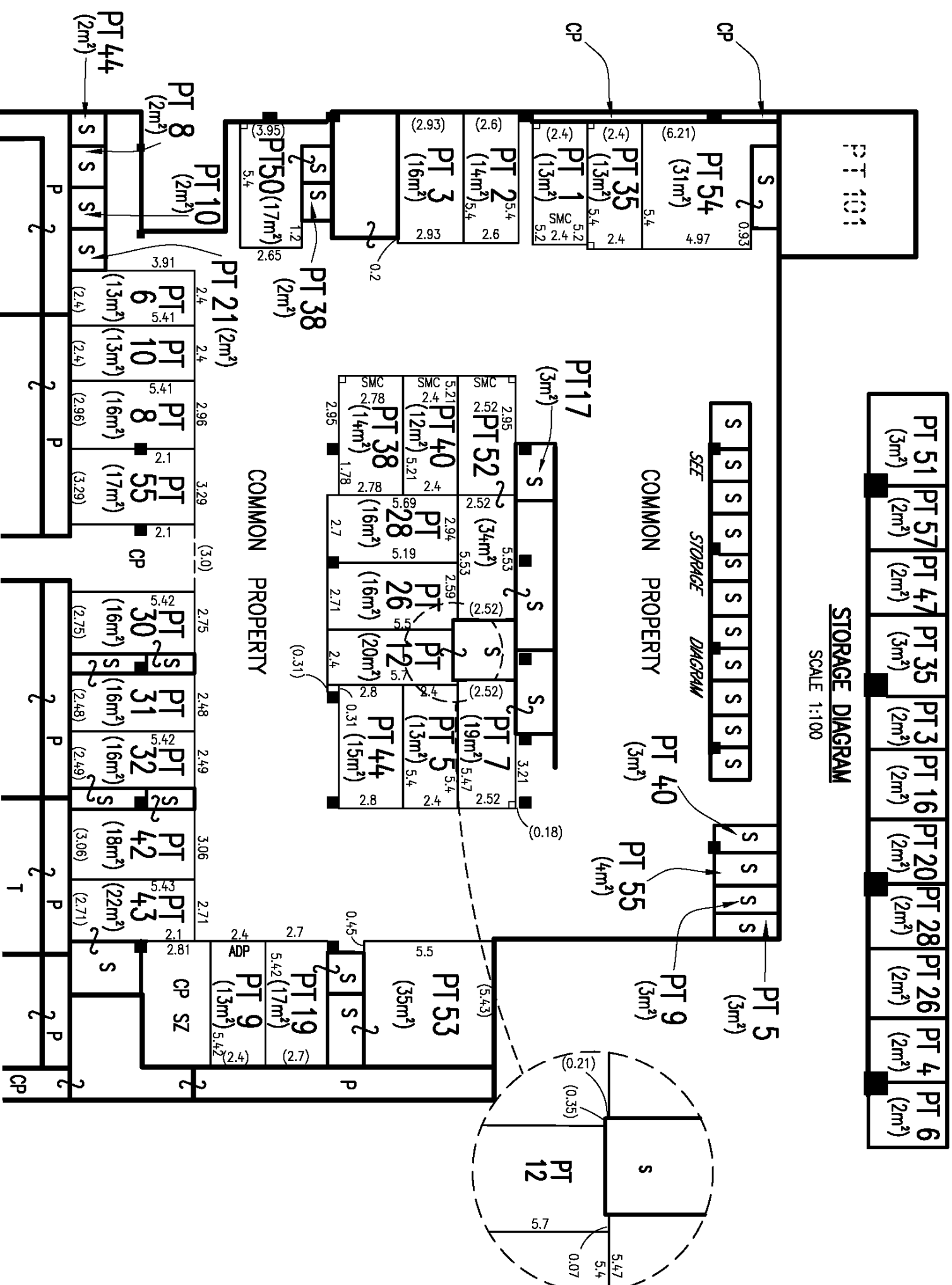
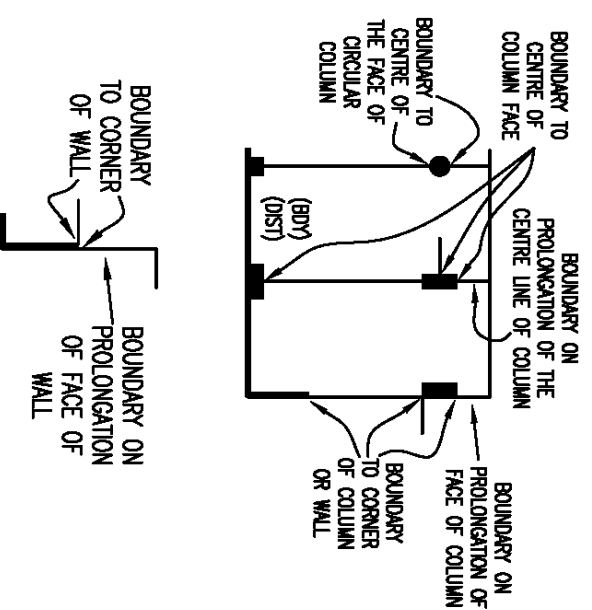
SP102714

LEVEL 3 CARPARK

ALL PART LOTS SHOWN ON THIS SHEET ARE CAR SPACES UNLESS SHOWN OTHERWISE

- L — DENOTES RIGHT ANGLE
 ADP — DENOTES ADAPTABLE UNIT PARKING SPACE
 CP — DENOTES COMMON PROPERTY
 S — DENOTES STORAGE
 SZ — DENOTES SHARED ZONE
 SMC — DENOTES SMALL CAR SPACE
 P — DENOTES PLANTER

TYPICAL KEY - UNLESS OTHERWISE NOTED



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR

Name: ADAM RICHARDSON

Date: 18/01/2021

Reference: 150503 SP-AR

PLAN OF SUBDIVISION OF LOT 103
IN DP 1236291

SHEET

10

LEVEL

3

ADJOINS

LGA: SUTHERLAND SHIRE

Locality: MIRANDA

Reduction Ratio: 1:200

Lengths are in metres.

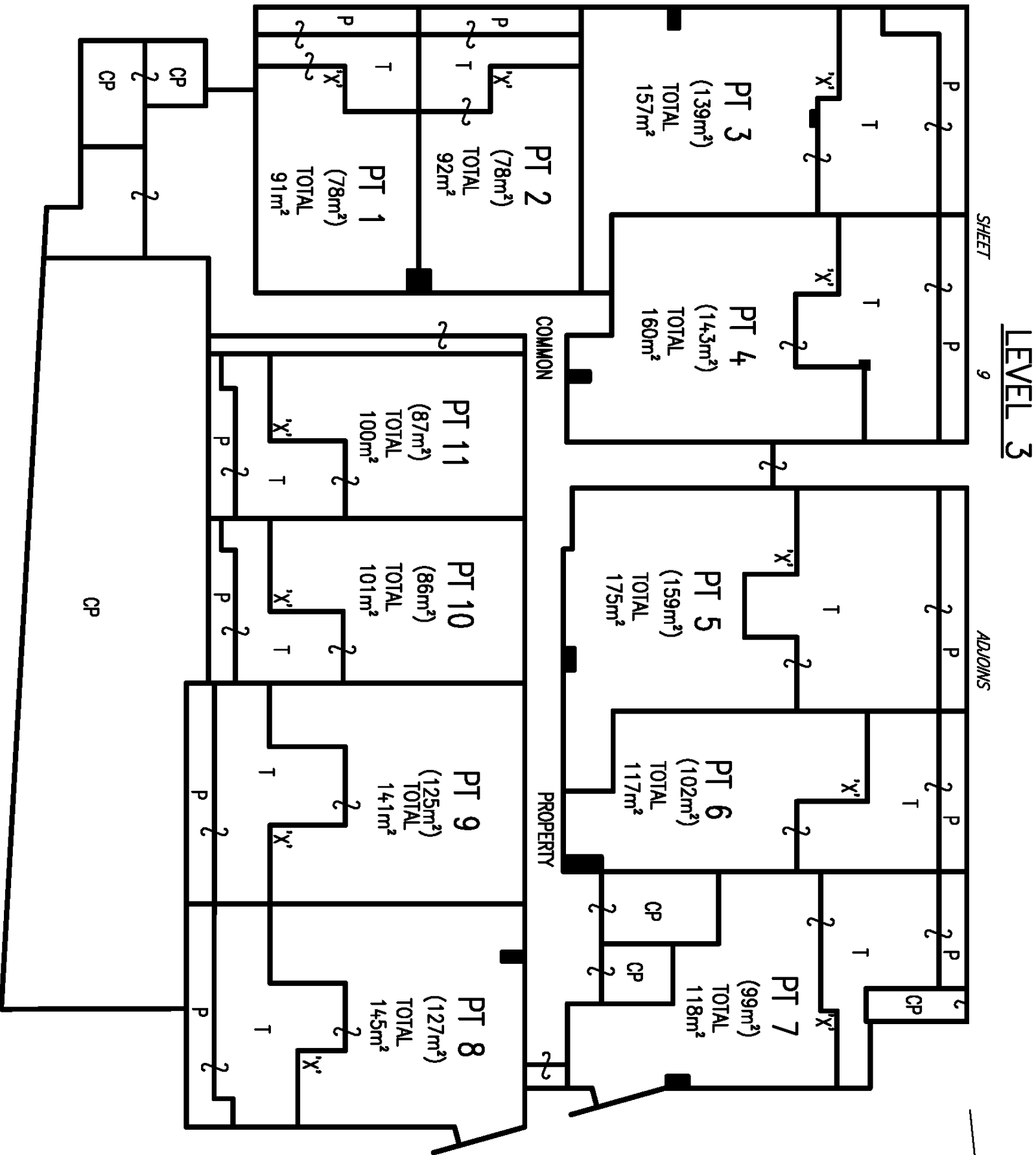
REGISTERED



29/04/2021

SP102714

- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING TERRACES & PLANTERS
- THE STRATUM OF THE PAVED TERRACE AND PLANTER IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR MEMBRANE COATED CONCRETE FLOORS, WHERE TERRACES & PLANTERS ARE NOT COVERED BY LEVEL 4, THE UPPER LIMIT IS 3 METERS ABOVE THE UPPER SURFACE OF THE ADJOINING UNITS FLOOR WHERE DESIGNATED X.
- THE MEMBRANE IS COMMON PROPERTY
- ALL LOUVRES AND SCREENING DEVICES ARE COMMON PROPERTY
- THE PERGOLAS AND THEIR RETRACTABLE ROOFS CONTAINED WITHIN THE LOT FORM PART OF THE LOT & ARE NOT COMMON PROPERTY
- PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOT AND IS NOT COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291	LGA: SUTHERLAND SHIRE	REGISTERED	
Name: ADAM RICHARDSON		Locality: MIRANDA		
Date: 18/01/2021		Reduction Ratio: 1:200		
Reference: 150503 SP-AR		Lengths are in metres.		

SP102714

29/04/2021

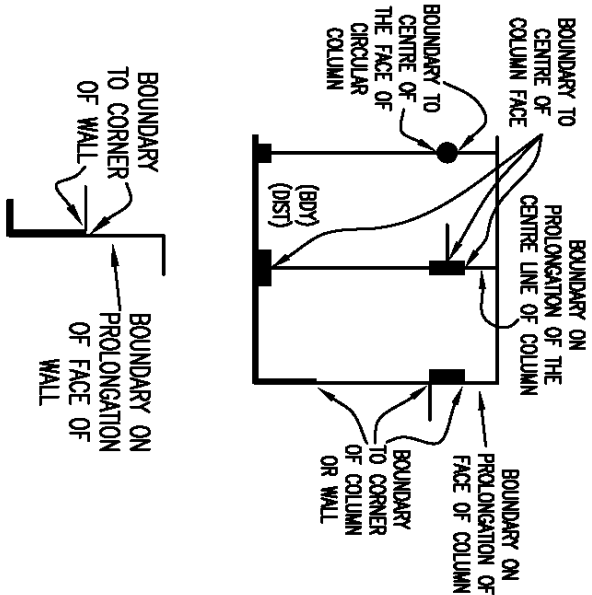
- THE STRATUM OF THE CAR SPACES IS LIMITED IN DEPTH, TO THE UPPER SURFACE OF THE MEMBRANE COATED CONCRETE FLOOR AND LIMITED IN HEIGHT, TO 3.0 METERS ABOVE THE UPPER SURFACE OF THE FLOOR UNLESS COVERED WITHIN THIS LIMIT

- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR USED TO SET THE STRATUM LIMITS OF THE ADJOINING LOTS SHOWN ON THIS SHEET

- THE MEMBRANE IS COMMON PROPERTY

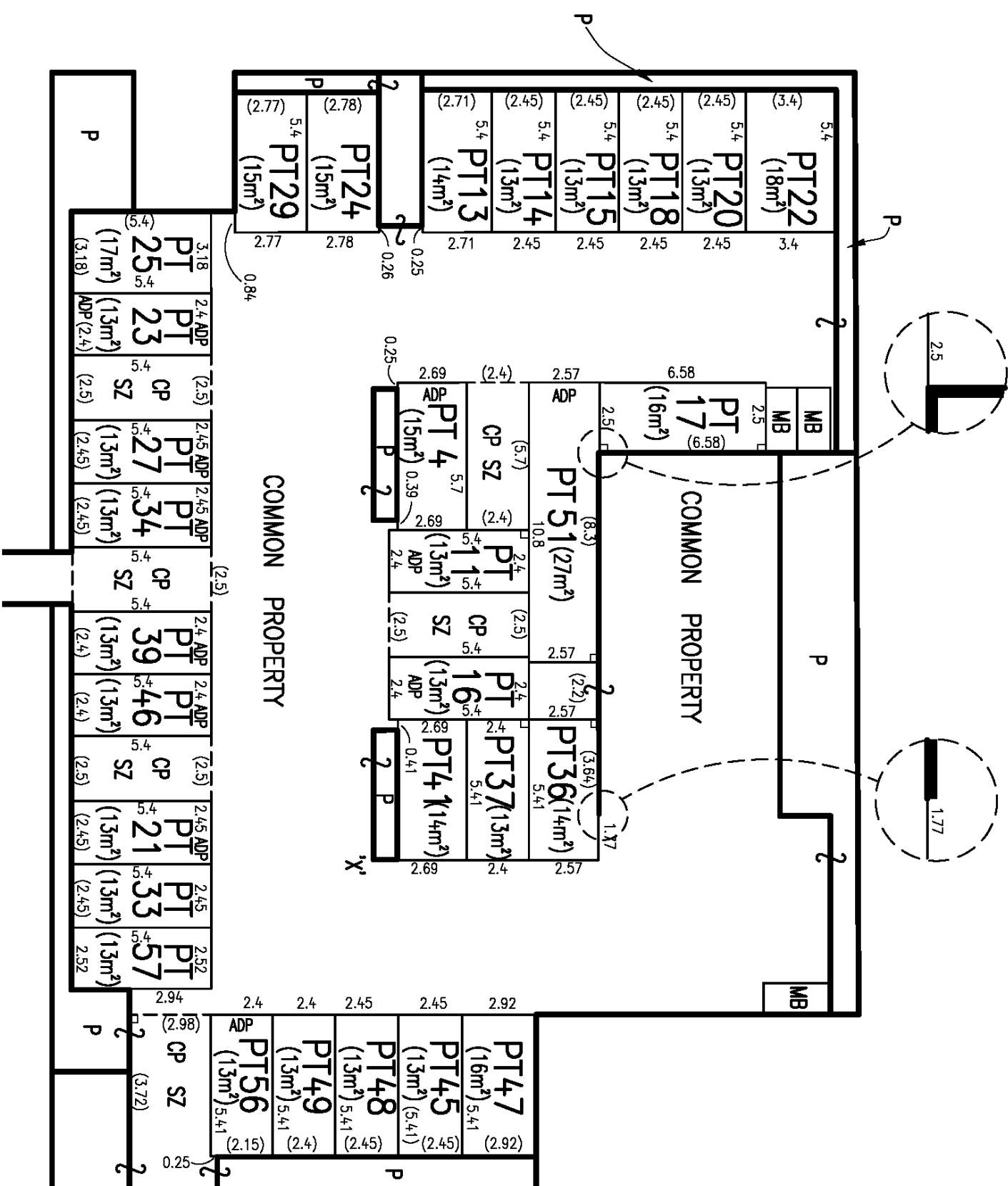
- METAL PERGOLAS ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

TYPICAL KEY - UNLESS OTHERWISE NOTED



LEVEL 4 CAR PARK

ALL PART LOTS SHOWN ON THIS SHEET ARE CAR SPACES UNLESS SHOWN OTHERWISE



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

SHEET

12

LEVEL

4

ADJOINING

SURVEYOR

Name: ADAM RICHARDSON

Date: 18/01/2021

Reference: 150503 SP-AR

PLAN OF SUBDIVISION OF LOT 103
IN DP 1236291

LGA: SUTHERLAND SHIRE

Locality: MIRANDA

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED

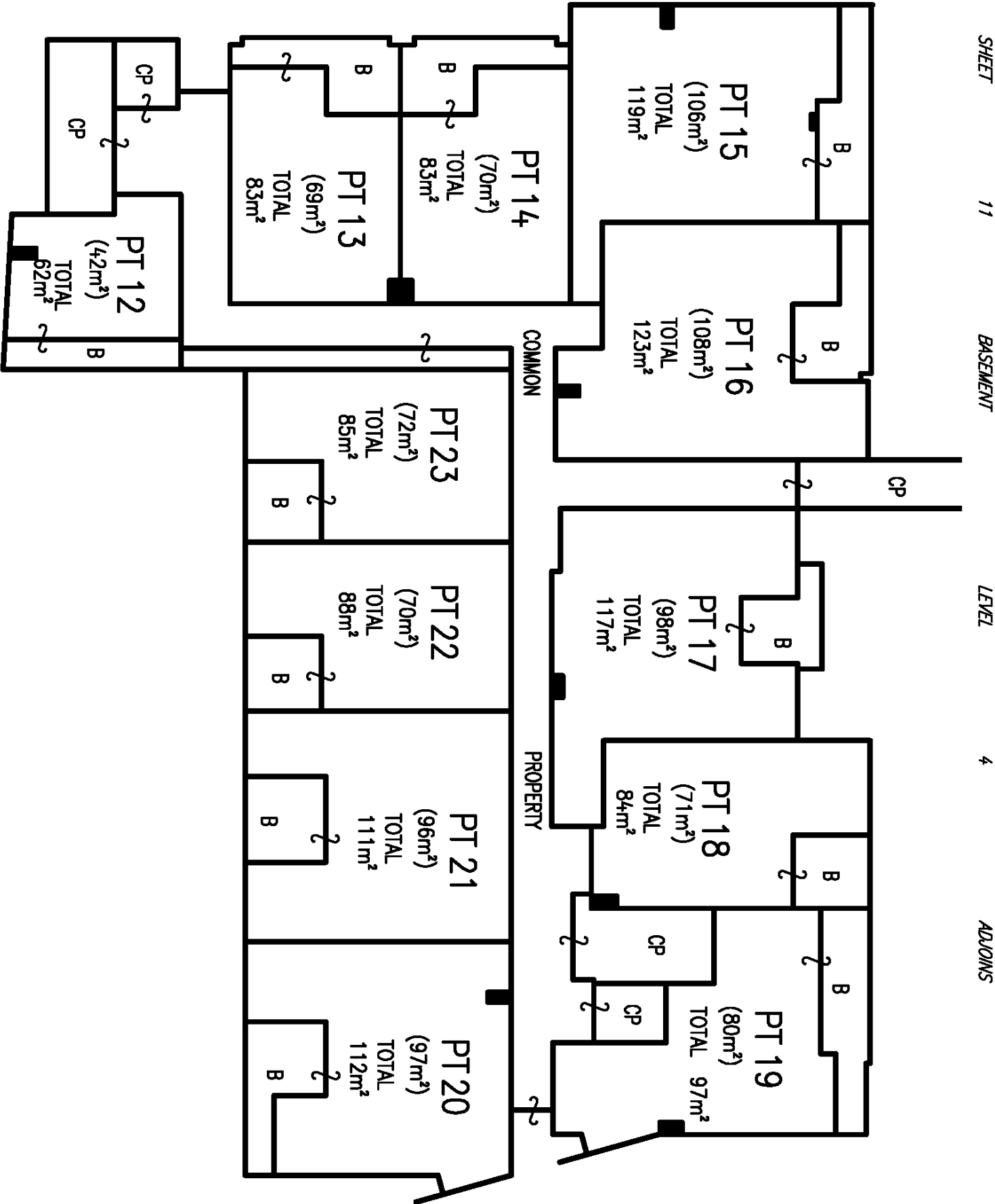
29/04/2021

SP102714

ADP - DENOTES ADAPTABLE UNIT PARKING SPACE
CP - DENOTES COMMON PROPERTY
MB - DENOTES MOTORCYCLE SPACE WITHIN COMMON PROPERTY
P - DENOTES PLANTER WITHIN COMMON PROPERTY
SZ - DENOTES SHARED ZONE

LEVEL 4

- THE MEMBRANE IS COMMON PROPERTY
- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOTS AND IS NOT COMMON PROPERTY.
- ALL LOUVRES AND SCREENING DEVICES ARE COMMON PROPERTY



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

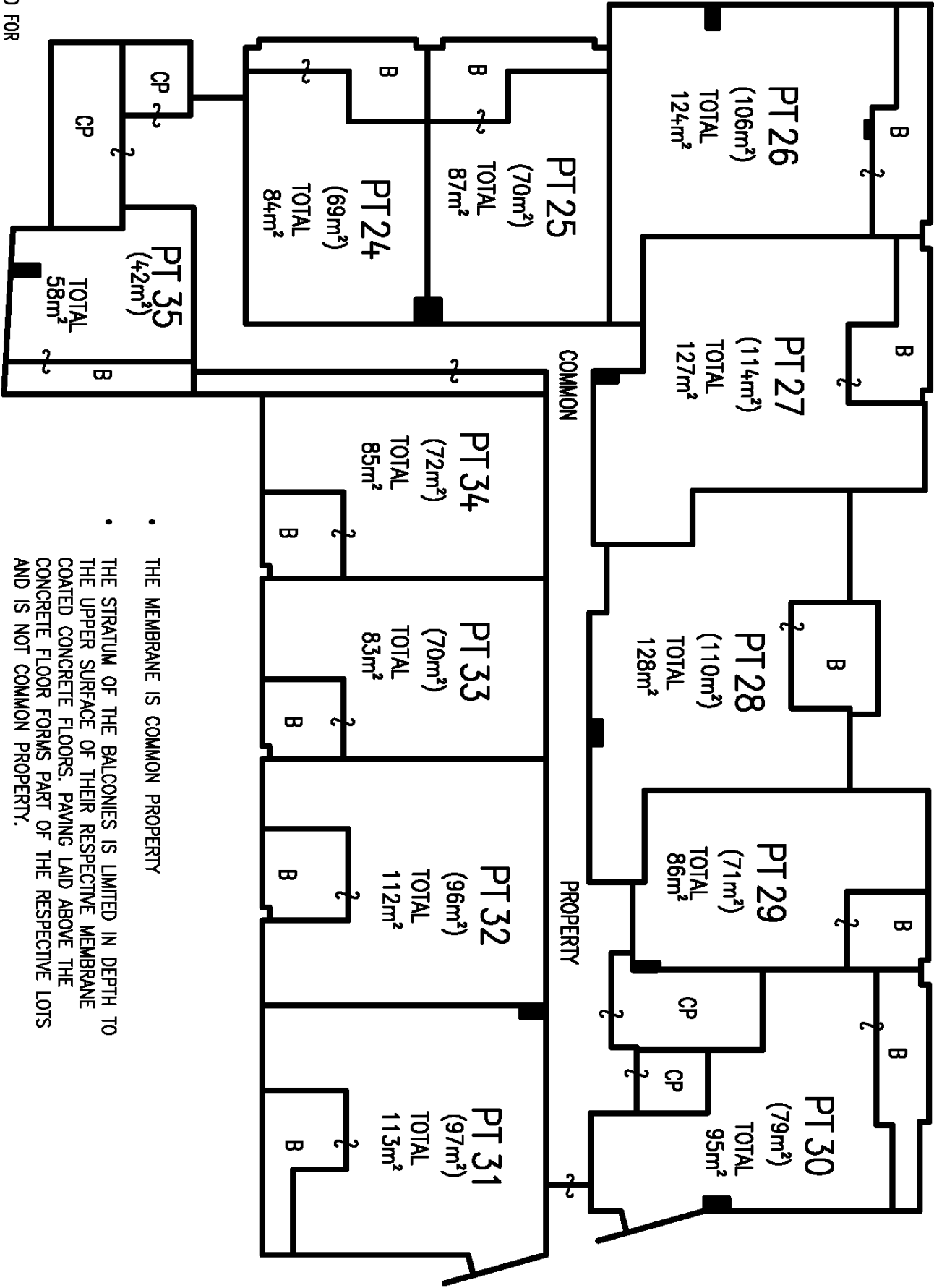
B - DENOTES COVERED PAVED BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291			LGA: SUTHERLAND SHIRE	REGISTERED	
Name: ADAM RICHARDSON				Locality: MIRANDA		
Date: 18/01/2021				Reduction Ratio: 1:200		
Reference: 150503 SP-AR				Lengths are in metres.		

SP102714



LEVEL 5



- THE MEMBRANE IS COMMON PROPERTY
- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOTS AND IS NOT COMMON PROPERTY.
- ALL LOUVRES AND SCREENING DEVICES ARE COMMON PROPERTY

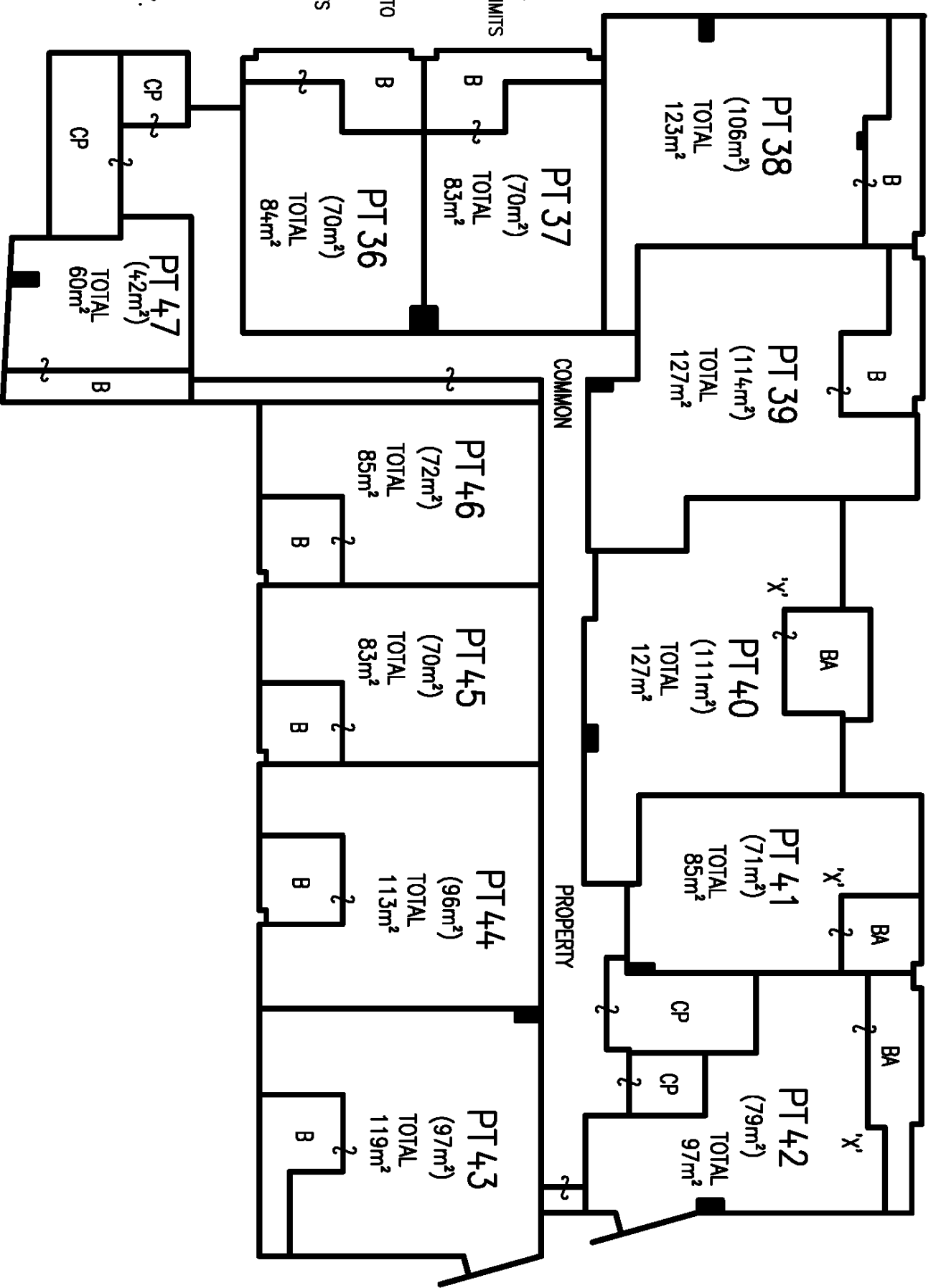
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

B - DENOTES COVERED PAVED BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR		PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291	
Name:	ADAM RICHARDSON	LGA:	SUTHERLAND SHIRE
Date:	18/01/2021	Locality:	MIRANDA
Reference:	150503 SP-AR	Reduction Ratio:	1:200
			Lengths are in metres.
		REGISTERED	29/04/2021
		SP102714	



LEVEL 6



- 'X' DENOTES THE POSITION OF THE UPPER SURFACE OF THE FLOOR OF THE UNIT USED TO SET THE STRATUM LIMITS OF THE ADJOINING BALCONIES
- THE MEMBRANE IS COMMON PROPERTY
- THE STRATUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS, PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOTS AND IS NOT COMMON PROPERTY.
- ALL LOUVRES AND SCREENING DEVICES ARE COMMON PROPERTY
- WHERE BALCONIES ARE NOT COVERED BY LEVEL 7 THE UPPER STRATUM LIMIT OF THE BALCONIES IS 3 METERS ABOVE THE UPPER UNITS FLOOR WHERE DESIGNATED 'X'.

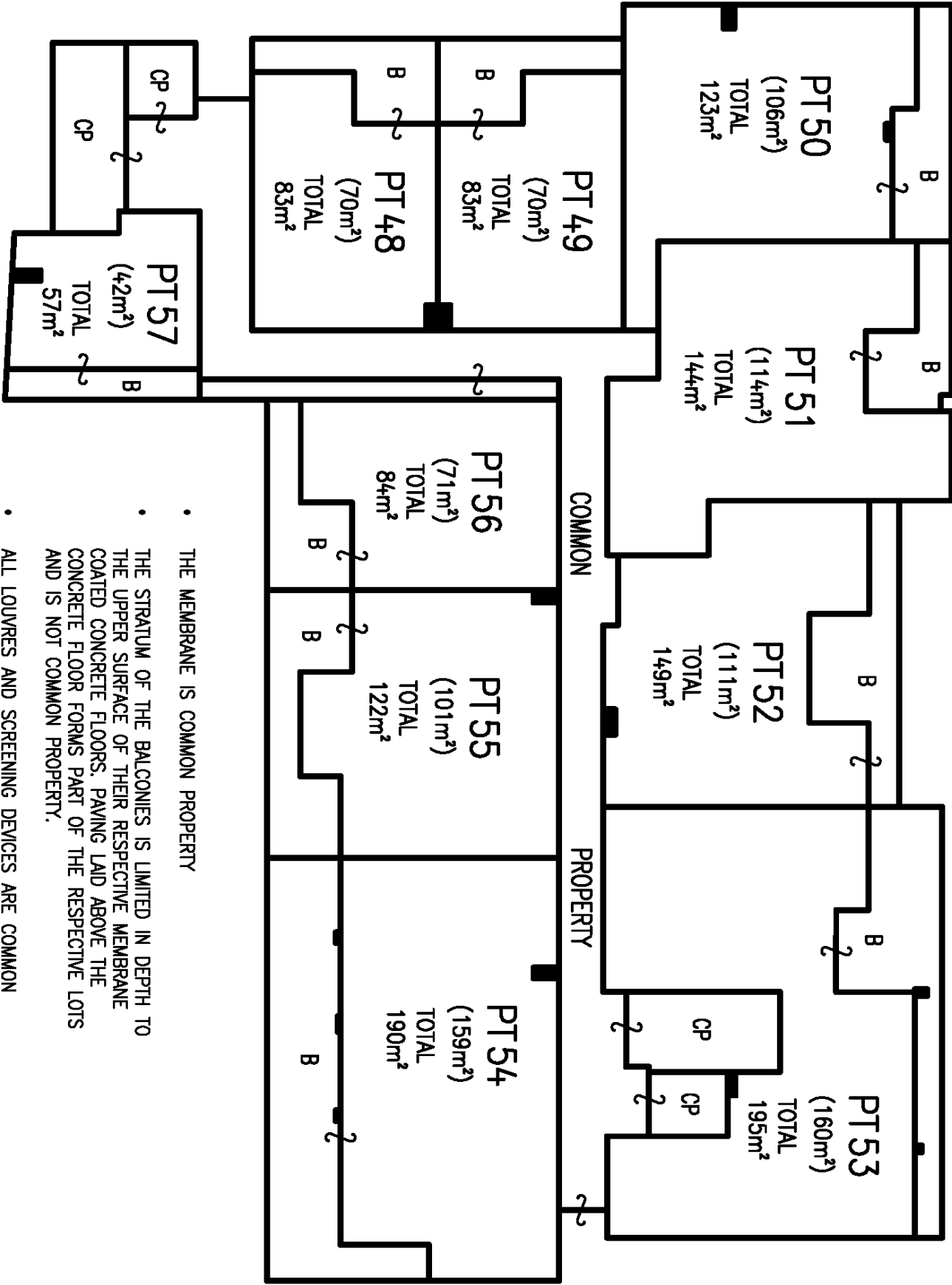
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

BA - DENOTES PARTIALLY COVERED PAVED BALCONY
B - DENOTES COVERED PAVED BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR		PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291		LGA: SUTHERLAND SHIRE		REGISTERED			
Name: ADAM RICHARDSON				Locality: MIRANDA					
Date: 18/01/2021				Reduction Ratio: 1:200					
Reference: 150503 SP-AR				Lengths are in metres.					
								29/04/2021	
								SP102714	



LEVEL 7




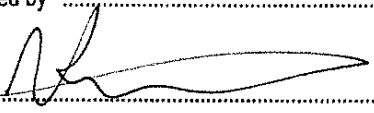
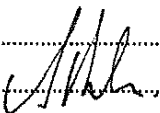
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE MEMBRANE IS COMMON PROPERTY
- THE STRUTUM OF THE BALCONIES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE MEMBRANE COATED CONCRETE FLOORS. PAVING LAID ABOVE THE CONCRETE FLOOR FORMS PART OF THE RESPECTIVE LOTS AND IS NOT COMMON PROPERTY.
- ALL LOUVRES AND SCREENING DEVICES ARE COMMON PROPERTY

B - COVERED PAVED BALCONY
CP - DENOTES COMMON PROPERTY

SURVEYOR	PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291		
Name:	ADAM RICHARDSON	LGA:	SUTHERLAND SHIRE
Date:	18/01/2021	Locality:	MIRANDA
Reference:	150503 SP-AR	Reduction Ratio:	1:200
		Lengths are in metres.	
		REGISTERED	
		29/04/2021	
			SP102714


SP102714

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Office Use Only		Office Use Only			
Registered:  29/04/2021		SP102714			
PLAN OF SUBDIVISION OF LOT 103 IN DP 1236291		LGA: SUTHERLAND SHIRE Locality: MIRANDA Parish: SUTHERLAND County: CUMBERLAND			
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents MIRANDA CENTRAL APARTMENTS PENPRASE LANE MIRANDA NSW 2228 Provide an Australian address including a postcode		The by-laws adopted for the scheme are: *Model By-laws for residential schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan			
Surveyor's Certificate I, <u>ADAM RICHARDSON</u> of <u>Veris Australia Pty Ltd Suite 604 Level 6 45 Jones St Ultimo NSW 2007</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>25/01/2021</u> Surveyor ID: <u>8747</u> Surveyor's Reference: <u>150503 SP-AR</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Registered Certifier) I, <u>ANTHONY ALLEN</u> being an Registered Certifier, registration number <u>BDC0004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>306/2020</u> Relevant Planning Approval No. <u>CDC 2020/120</u> Issued by: <u>ANTHONY ALLEN (BDC0004)</u> Signature:  Date: <u>10/3/21</u> ^ Insert lot numbers of proposed utility lots.			
* Strike through if inapplicable					

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SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)																																																																																																																																	
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<p>I, Paul Michael Woodbury of woodburyAU</p> <p>being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:</p> <p>Professional Body: Australian Property Institute.....</p> <p>Class of membership: Fellow (FAPI).....</p> <p>Membership number: 68091.....</p> <p>certify that the unit entitlements shown in the schedule herewith were apportioned on 8 March 2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015</p> <p>Signature: <u>P M Woodbury</u> Date <u>8 March 2021</u></p> <p>* Full name, valuer company name or company address</p>																																																																																																																																			
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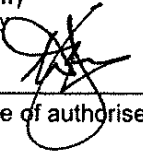
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SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 6 sheet(s)						
Office Use Only		Office Use Only							
Registered:	 29/04/2021	SP102714							
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>									
<p>CERTIFIED correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorized person whose signature appears below pursuant to the authority specified:</p> <p>MIRANDA RSL SUB-BRANCH CLUB LIMITED ACN 000 964 250 Corporation</p> <p>Section 127 of the Corporations Act 2001(Cth) Authority</p> <table border="0"><tr><td>_____ Signature of authorised person</td><td>_____ Signature of authorised person</td></tr><tr><td>_____ Name of authorized person (print)</td><td>_____ Name of authorized person (print)</td></tr><tr><td>_____ Office Held</td><td>_____ Office Held</td></tr></table> <p>CERTIFIED correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorized person whose signature appears below pursuant to the authority specified:</p> <p>MIRANDA CENTRAL PTY LTD ACN 605 039 585 Corporation</p> <p>Section 127 of the Corporations Act 2001(Cth) Authority</p> <p> _____ Signature of authorised person</p> <p><u>Derek William McCartney</u> Name of authorized person (print)</p> <p>_____ Sole Director/Sole Company Secretary</p> <p>_____ Office Held</p>				_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorized person (print)	_____ Name of authorized person (print)	_____ Office Held	_____ Office Held
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<p>EXECUTED BY PITT STREET FINANCE PTY LTD ACN 635 588 082 IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT 2001 (CTH) BY:</p> <div style="display: flex; justify-content: space-around;"><div style="text-align: center;"> GERALD HARVEY DIRECTOR</div><div style="text-align: center;"> DAVID NEWLING SECRETARY</div></div>		
Surveyors Reference 150503 SP-AR		

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Approved Form 7	Strata Plan By-Laws	(Sheet 1 of 44 sheets)
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Instrument setting out the details of by-laws to be created upon registration of the Strata Plan

Strata By-laws for "Miranda Central", 14-16 Wandella Road, Miranda NSW


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

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

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1. Definitions and interpretation clauses


1.1 Definitions

- Act** means the *Strata Schemes Management Act 2015*.
- BBQ and Communal Area** means the open communal area that is located on the level 4 of the Building.
- Build Cost** means the cost to undertake and complete the Building Works.
- Building** means the building and the Land which is the subject of the Strata Plan.
- Building Works** means works, alterations, additions, damage, removal, repairs or replacement of:
- (a) Common Property structures, including the Common Property walls, floor and ceilings enclosing the Lot. Common Property walls include windows and doors in those walls;
 - (b) the structure of the Lot;
 - (c) the internal walls inside the Lot (eg. a wall dividing two rooms in the Lot);
 - (d) Common Property services;
 - (e) services in the Strata Scheme whether or not they are for the exclusive use of the Lot; or

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(f) Minor Building Works.


Building Works exclude minor fit out works inside a Lot and works or alterations to the interior of Common Property walls in the Lot (eg hanging pictures or attaching items to those walls).

Bulky Waste Storage Room	means the room on basement level 1 of the Building for the storage of bulky goods for garbage collection.
Business Days	means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.
By-laws	means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.
Car Wash Bay	means the car wash bay located in the Building.
Cleaner's Room	means the cleaner's room located on basement 1 of the Building.
Common Property	means the common property comprised in the Strata Plan.
Cost	means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.
Council	means The Hills Shire Council.
Developer	means Miranda Central Pty Ltd ACN 605 039 585 as trustee for the Miranda Unit Trust.
Development Act	means the <i>Strata Schemes Development Act 2015</i> .

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

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Embedded Network

means a network and system in the Building for the supply of Embedded Network Services to the Building and Apartments in the Building, and includes Embedded Network Equipment.

Embedded Network Equipment

means meters, equipment and fittings located within the Common Property associated with or ancillary to the Embedded Network.

Embedded Network Services

means the supply of any of the following:

- (a) electricity;
 - (b) gas;
 - (c) hot water;
 - (d) internet services;
 - (e) mobile telephone signal distribution services; or
- fibre communications.

Embedded Network Supplier

means an entity that supplies Embedded Network Services.

Facilities Manager

means the facilities manager appointed by the Owners Corporation to assist the Owners Corporation perform its functions in relation to the Common Property.

Garbage Room

means the garbage room located on basement 1 of the Building.


Goods

includes items requiring transport in the nature of plant, machinery, equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse

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

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and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

Government Authority

means any government, semi-government, local government, administrative, fiscal or judicial department, commission, authority tribunal, agency or other entity.

Initial Period

means Initial Period defined in Section 4 of the *Strata Schemes Management Act 2015* (NSW).

Land

means 14-16 Wandella Road, Miranda NSW contained in certificate of title folio identifiers 1/1153094 and 2/1153094.

Loading Dock

means the areas identified as the loading bay on the Strata Plan.

Lot

means a Lot in the Strata Plan.

Minor Building Work


means:

- (a) renovating a kitchen;
- (b) changing recessed light fittings;
- (c) installing or replacing wood or other hard floors;
- (d) installing or replacing wiring or cabling or power or access points;
- (e) work involving reconfiguring walls (including balcony doors and glass panels adjacent to balcony doors);
- (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;

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

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- (g) installing a reverse cycle split system air conditioner;
- (h) installing double or triple glazed windows;
- (i) installing a heat pump;
- (j) installing fixtures to the external surfaces of a Lot or the Building (such as sun blinds, security bars (or other security devices) in accordance with this By-Law Instrument; or
- (k) installing insect screens external to the Lot;

provided that such work does not involve structural changes, changes to the external appearance of a Lot or the Common Property.

Move In Fee means a fee determined by the Owners Corporation to permit the Owners Corporation to engage the Facilities Manager to supervise the Owner or Occupier carrying out its obligations under by-law 14.

Move In Security Deposit means a deposit determined by the Owners Corporation to secure the Owner or Occupier's obligations under by-law 14.

Occupier means any lessee, sub lessee, licensee, sub licensee, occupier or mortgagee in possession of a Lot in the Strata Plan.

Owner means the owner for the time being of any Lot in the Strata Plan.


Owners Corporation means the owners corporation constituted upon registration of the Strata Plan.

Removalists means a party engaged by an Owner or Occupier to assist in transporting Goods on Common Property. The expression includes the Owner and Occupier if they transport the Goods

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

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themselves.

Security Deposit	means an amount equivalent to 20% of the Build Cost.
Security Keys	means the keys, magnetic card or other device or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.
Shared Facilities	has the meaning given in the Strata Management Statement.
Storage Space	means a storage space located in the basement of the Building forming part of a Lot.
Strata Committee	means the strata committee appointed by the Owners Corporation in accordance with the Management Act.
Strata Management Statement	means the strata management statement registered with the Strata Plan.
Strata Manager	means the manager of the Strata Scheme appointed by the Owners Corporation from time to time.
Strata Plan	means the registered strata plan for the Land.
Strata Scheme	means the strata scheme established on registration of the Strata Plan.
Visitor	means guests and invitees of an Owner or Occupier.

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

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

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Weekdays means Monday, Tuesday, Wednesday, Thursday and Friday.

Window Covering means curtains, blinds, louvers, shutters or other window and door treatments on or in the Lot.

1.2 Interpretation


In these By-laws, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- (f) a reference to any thing includes a part of that thing; and
- (g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

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

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2. Noise

An Owner or Occupier of a Lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

3. Vehicles

- 3.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.
- 3.2 An Owner and Occupier must provide to the Owners Corporation registration plate details of all vehicles parked in the Building on request by the Owners Corporation.
- 3.3 The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building.

4. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

5. Damage to lawns and plants on Common Property


An Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
- (b) use for his or her own purposes as a garden any portion of the Common Property.

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

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6. Damage to Common Property

- 6.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- 6.2 An approval given by the Owners Corporation under By-law 6.1 cannot authorise any additions to the Common Property.
- 6.3 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
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children.
- 6.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 6.5 Despite s106 of the Act, the owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 6.3 that forms part of the Common Property and that services the Lot.


7. Behaviour of owners and occupiers

An Owner or Occupier of a Lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.

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

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8. Children playing on Common Property

- 8.1 Any child for whom an Owner or Occupier of a Lot is responsible may, while under the supervision of an adult, play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.
- 8.2 An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area, lift or other area of possible danger or hazard to children.

9. Behaviour of invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

10. Depositing rubbish and 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 likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.


11. Smoke penetration

- 11.1 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance (including e smokes) by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the Common Property or any other Lot.

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

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- 11.2 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.

12. Cleaning windows and doors

- 12.1 Except in accordance with by-law 12.2, an Owner or Occupier of a Lot must keep clean all interior and exterior surfaces of glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.
- 12.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.


13. Storage of inflammable liquids and other substances and materials

- 13.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 13.2 This By-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

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14. Moving and delivering

14.1 Moving and delivering of Goods

Owners and Occupiers must not transport or permit or cause Goods to be transported on Common Property except in compliance with this by-law.


14.2 Conditions

- (a) Prior to transporting Goods on Common Property, Owners and Occupiers must give:
 - (i) the Owners Corporation not less than two business days' notice of the date and time the Goods will be transported;
 - (ii) the Owners Corporation notice if the Owner or Occupier has engaged a Removalist; and
 - (iii) evidence of suitable public liability or contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.
- (b) Notices to the Owners Corporation:
 - (i) must be given not less than 24 hours before the day of transportation;
 - (ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;
 - (iii) must identify the approximate quantity of the Goods; and
 - (iv) must include details of the Removalist (name, telephone number, mobile number, address, email address and contact name).
- (c) Owners and Occupiers may only transport Goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- (d) Owners and Occupiers may only transport Goods in a lift if the lift has a lift protector or blanket.

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

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- (e) Owners and Occupiers must ensure they and their Removalist comply with all rules of the Owners Corporation in connection with transporting Goods on Common Property.
- (f) Owners and Occupiers must ensure neither they nor their Removalists:
 - (i) obstructs Common Property when transporting Goods; or
 - (ii) interferes with the peaceful enjoyment of Common Property by another Owner or Occupier.
- (g) Owners and Occupiers must supervise their Removalist in order to ensure no damage is done to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods.
- (h) Owners and Occupiers must at their own expense:
 - (i) immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;
 - (ii) must remove debris or other materials left on Common Property as a result of transporting Goods; and
 - (iii) must clean any part of Common Property which requires cleaning as a consequence of transporting Goods.


14.3 Move In Security Deposit

- (a) Prior to transporting Goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:
 - (i) must give a Move In Security Deposit to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this by-law; and
 - (ii) if the Owners Corporation reasonably determines, a non refundable Move In Fee for the supervision of the transport of the Goods.
- (b) The Owners Corporation may apply all or part of a Move In Security Deposit to remedy a breach of this by-law.

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

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

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- (c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (d) If Goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Move In Security Deposit must be paid by that Owner or Occupier before transporting the Goods.
- (e) Provided the Owners Corporation is satisfied there has not been a breach of this by-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move In Security Deposit paid under the by-law (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner completing transporting the Goods.
- (f) Move In Security Deposits must be paid by that Owner or Occupier transporting the Goods.


15. Floor coverings

- 15.1 An Owner or Occupier must ensure that all floor space within that Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.
- 15.2 Without limiting the requirements of this by-law, if an Owner or Occupier wishes to use a floor finish within that Owner's or Occupier's Lot other than carpet, the minimum acoustic performance standard to be achieved for any such floor finish must be equal to that of the flooring system which it proposes to replace or the minimum standard prescribed by the Law (including the Building Code of Australia) from time to time (whichever is the higher standard).
- 15.3 Except where an Owner or Occupier is replacing a floor finish with carpet, an Owner or Occupier must obtain consent of the Owners Corporation before changing or altering the floor finish within a Lot.
- 15.4 The Owners Corporation must deal promptly with a request for consent under by-laws 15.2 to 15.3 (inclusive) and must not unreasonably refuse such request providing a report satisfying the requirements set out in by-law 15.5 has been provided.
- 15.5 An application for consent by an Owner or Occupier under by-law 15.3 must include:
 - (a) a report from a qualified acoustic engineer that specifies the flooring and underlay, analyses the proposed floor finish, method of installation and the

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effect on sound transmission including impact noise following installation. The report must state that the proposed floor finish will not breach by-law 15.1 and will comply with by-law 15.2; and

- (b) the name, address, telephone number and email address of the contractor that an Owner or Occupier proposes to use to complete the installation of the floor finish; and
- (c) a current copy of the public liability insurance certificate and workers' compensation insurance of the contractor.

15.6 If noise transfer complaints are received an Owner or Occupier may be required to provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under by-law 15.5.

15.7 If such certificate is not provided to the Owners Corporation within 6 months of installation of the new floor finish, the Owners Corporation has the right to require the new floor finish to be replaced with carpet at the Cost of the Owner.

16. Garbage Room


16.1 An Owner and Occupier must at its Cost:

- (a) transport garbage and recyclable materials to the Garbage Room;
- (b) keep all garbage receptacles and recyclable receptacles you place in the Garbage Room clean and, as far as is reasonably practicable, odour free;
- (c) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material waste, separated and prepared in accordance with the applicable recycling guidelines,
- (d) for the purpose of having the garbage collected, must place the receptacle within the Garbage Room for that purpose by the Owners Corporation and at a

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time not more than 12 hours before the time at which garbage is normally collected,

- (e) comply with the requirements of the Government Agencies about the storage and removal from the Building of the garbage and recyclable materials (and, in particular, any putrescibles);
- (f) immediately clean up any garbage or recyclable materials you spill in the Garbage Room (or elsewhere in the Building);
- (g) not place your garbage or recyclable materials in the receptacle of another Owner or Occupier; and
- (h) not dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16.2 Removing garbage from the Garbage Room

The Owners Corporation must remove garbage and recyclable materials from the Garbage Room and must enter into an agreement with a service contractor for that purpose. If the use of the Garbage Room results in the Owners Corporation incurring additional costs to remove your garbage or recyclable materials, you must reimburse those costs to the Owners Corporation on demand.

17. Keeping of animals


17.1 Subject to this by-law, an Owner or Occupier may keep:

- (a) a goldfish or other similar fish in an enclosed aquarium;
- (b) a small caged bird;
- (c) a small or medium sized dog; or
- (d) a cat; or
- (e) a guide dog if required by an Owner or Occupier.

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- 17.2 An Owner or Occupier of a Lot must have consent from the Owners Corporation to keep types or numbers of animals not approved under by-law 17.1.
- 17.3 If an Owner or Occupier of a Lot keeps animals on the Lot, the Owner or Occupier must:
- (a) keep the animals within the Lot;
 - (b) keep any caged bird within the Lot and not on the balcony or terrace of the Lot;
 - (c) supervise the animals when they are on the Common Property;
 - (d) carry the animals when on internal areas of the Common Property including the lifts;
 - (e) minimise any interference (including noise) to an Owner or Occupier of a Lot; and
 - (f) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.
- 17.4 Regardless of whether an approval is required from the Owners Corporation, all animals must be registered with the Owners Corporation.
- 17.5 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.
- 17.6 If an Owner or Occupier does not comply with this by-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animals has caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the owner.


18. Appearance of Lot

- 18.1 The Owner or Occupier of a Lot must not, without the written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

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18.2 Sun shades

The Owner or Occupier of the Lot must have consent from the Owners Corporation to install a sun shade, sun blind, awning or other sun shading device in the Lot or on Common Property.

18.3 Security devices, screens and doors

The Owner or Occupier of the Lot must obtain all necessary consents from the Owners Corporation before any security device, screen, peep-holes, keyless entry system or door is installed.


18.4 Planters

- (a) If planters have been constructed on your Lot on registration of the Strata Plan, then this clause 18.4 applies.
- (b) The planters include an underground irrigation system. If applicable, an Owner or Occupier is not permitted to remove the planters or any part of the irrigation system without the consent of the Owners Corporation. An Owner or Occupier is not permitted to alter, modify, remove or add any plants in the planters.
- (c) The Owners Corporation is responsible for the repair and maintenance of the underground irrigation system. An Owner or Occupier must grant to the Owners Corporation a right to access the Lot to repair and maintenance the underground irrigation system.
- (d) The Owners Corporation is responsible to for maintaining the planters located on the Common Property.
- (e) An Owner or Occupier must permit the Owners Corporation access to the Lot so that the Owners Corporation may comply with by-law 18.4(d).
- (f) If an Owner or Occupier installs a planter on its Lot, the Owner or Occupier must maintain such planters.

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18.5 Hanging of washing and other items

An Owner and Occupier must not hang any washing, bedding, towels, swimwear, wetsuits or other articles of a similar nature on any part of the Building including from the balcony of a Lot or a part of a Lot which may be seen from the Common Property.

18.6 Use of balcony

An Owner and Occupier must ensure:

- (a) the barbeques they use on their balcony which must electric or gas operated barbeques have a lid;
- (b) not to create smoke when using the barbeques which unreasonably interferes with another Owner or Occupier;
- (c) the balcony is not enclosed;
- (d) there is no storage of goods on the balcony;
- (e) water does not escape from the balcony of a Lot;
- (f) no automatic sprinkler system is installed on the balcony of a Lot;
- (g) no additional taps or hoses is installed on the balcony of a Lot, apart from the taps or hoses in existence at the date of the registration of the By-Laws; and
- (h) no hose is used on a Lot.


18.7 Advertising, selling and leasing activities

An Owner and Occupier must not erect or display any advertising signs, materials or other items which are visible from the Lot or the Common Property unless other Owner and Occupier has the prior written consent of the Owners Corporation (such consent may be withheld at the Owner's Corporation sole discretion).

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

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19. Notice-board

An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property.

20. Change in use of Lot to be notified

- 20.1 An occupier of a Lot must notify the Owners Corporation if the occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme or Building (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).
- 20.2 If a change of use results in an increase in insurance premium the Owner of the Lot is responsible for such increase and the cost shall be a debt payable by the Owner to the Owners Corporation on demand.

21. Short term leasing

An Owner and Occupier is not permitted to advertise or enter into short term leasing (being a lease of less than three months) and no Owner and Occupier is permitted to enter into a lease or permit more than the equivalent of two adults persons per bedroom in a Lot.


22. Rights of the Owners Corporation to enter the Lot

The Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

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

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23. Carrying out Building Works

23.1 When do you need consent?

- (a) Subject to this by-law 23.1(b), the Owner or Occupier of the Lot must have consent from the Owners Corporation to carry out Building Works.
- (b) The approval of Minor Building Work is delegated to the Strata Committee.

23.2 Procedures before you carry out Building Works

Before carrying out Building Works, the Owner or Occupier of the Lot must:

- (a) obtain necessary consents from the Owners Corporation and any relevant Government Authority; and
- (b) find out where service lines and pipes are located; and
- (c) obtain consent from the Owners Corporation if the Owner or Occupier of a Lot proposes to interfere with or interrupt services;
- (d) comply with bylaw 23.5(a); and
- (e) if the Owner or Occupier of a Lot does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier of a Lot proposes to do. The Owner or Occupier of the Lot must give the notice at least 14 days before the Building Works are started.

23.3 Procedures when you carry out Building Works


If an Owner or Occupier of a Lot carries out Building Works, the Owner or Occupier of the Lot must:

- (a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

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- (c) repair any damage the Owner or Occupier of the Lot (or persons carrying out the Building Works on their behalf) caused to Common Property or the property of another Owner or Occupier.

23.4 Making arrangements with the Owners Corporation

Before the Owner or Occupier of the Lot carries out Building Works (including Building Works for which the consent of the Owners Corporation is not required), the Owner or Occupier must:

- (a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;
- (b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier of a Lot must access the Strata Scheme; and
- (c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.


23.5 Security deposit

- (a) The owner must give to the Owners Corporation the Security Deposit before the owner commences the Building Works.
- (b) The Owners Corporation may, without notice to the owner, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the owner breaches this bylaw.
- (c) The owner may either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with by-law 23.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.
- (d) The owner acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.

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

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- (e) Subject to there being no breach of the bylaw by the owner, the Owners Corporation must release the Security Deposit within fifteen (15) Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the owner has satisfied these bylaws.

24. Common Property

24.1 Easements

Where some items of Common Property are burdened by easements, the Owner or Occupier of the Lot and the Owners Corporation:

- (a) must comply with their obligations under those easements; and
- (b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

24.2 What are your obligations?

Subject to the By-laws, the Owner or Occupier of the Lot must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if the Owner or Occupier of a Lot knows about damage or a defect in Common Property;
- (c) compensate the Owners Corporation for any damage to Common Property caused by an Owner or Occupier of a Lot, their visitors or persons doing work or carrying out Building Works on the Strata Scheme on their behalf.

24.3 When will you need consent from the Owners Corporation?


Subject to the By-laws the Owner or Occupier of a Lot must have consent from the Owners Corporation to:

- (a) interfere with or damage Common Property;

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

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

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- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation and Common Property equipment.

25. Security at the Strata Scheme

25.1 Obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to stop intruders coming into the Strata Scheme and prevent fire and other hazards.

25.2 Installation of security equipment

The Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Strata Scheme.

25.3 Restricting access to common property


Subject to this By-law 25, the Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Strata Scheme where an Owner or Occupier of a Lot does not own or occupy a Lot or have access to according to an exclusive use By-law;
- (c) charge you a fee or bond if an Owner or Occupier of a Lot requests additional or replacement Security Keys; and
- (d) allow security personnel employed or contracted by the Owners Corporation to use part of Common Property to operate or monitor security of the Strata Scheme and the Building.

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

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

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25.4 Providing owners and occupiers with Security Keys

If the Owners Corporation exercises its rights under By-law 25.3, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

25.5 Managing the Security Key system for common property

The Owners Corporation has the power to:

- (a) re-code Security Keys it issues for Common Property; and
- (b) require an Owner or Occupier of a Lot to promptly return Security Keys it issues to them to the Owners Corporation to be re-coded.

25.6 What are your obligations?

In regard to Security Keys issued by the Owners Corporation according to this By-law 25, the Owner or Occupier of a Lot must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) immediately notify the Owners Corporation if you lose a Security Key; and
- (d) return Security Keys to the Owners Corporation if the Owner or Occupier of a Lot does not need them or if they are no longer an Owner or Occupier.


25.7 Closing doors

The Owner or Occupier of a Lot must take reasonable care to make sure that fire and security doors in the building are locked or closed when they are not being used.

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

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

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25.8 Procedures if you lease your Lot

If an Owner or Occupier of a Lot leases or licenses their Lot, they must include a requirement in the lease or licence that the occupier returns Security Keys issued by the Owners Corporation to the Owners Corporation when they no longer occupy that Lot.

25.9 Some prohibitions

An Owner or Occupier of a Lot must not:

- (a) copy a Security Key or give a Security Key to someone who is not an Owner or Occupier;
- (b) interfere with security cameras or surveillance equipment; or
- (c) do anything that might prejudice the security or safety of the Strata Scheme.

26. Occupancy limits

26.1 Subject to any law to the contrary, an Owner or Occupier of a Lot must not:


- (a) permit the Lot to be occupied by more than two adults per bedroom per Lot;
- (b) permit any bedroom in the Lot to be occupied by more than two adults;
- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.

26.2 If the Owners Corporation receives notice that an Owner or Occupier has breached by-law 26.1, the Owner and Occupier must give to the Owners Corporation or the Strata Manager regular access to the inside of the Lot to ensure compliance with by-law 26.1.

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

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27. Remote Parking Barriers

- An Owner may install remote controlled parking barriers provided:**(a) any alterations or penetrations into the Common Property necessary to carry out the works must have the prior approval of the Owners' Corporation;
- (b) the Owner is responsible for the costs associated with the operation, cleaning, maintenance, repair, renewal and replacement of the remote-controlled parking barriers; and
- (b) the parking barriers are kept clean, tidy and in good repair.

28. Storage Spaces


If an Owner or Occupier has a Storage Space, the Owner and Occupier must:

- (a) provide the Owners Corporation with access to the Storage Space to enable the Owners Corporation to comply with its obligation under the Management Act and these by-laws;
- (b) keep the Storage Space clean and tidy;
- (c) use the Storage Space only for lawful purpose;
- (d) keep the Storage Space free of vermin;
- (e) not keep dangerous, noxious or inflammable items, materials or liquids in the Storage Space;
- (f) repair and make good any damage caused to the Storage Space;
- (g) must ensure that any items stored in a Storage Space are stored 500mm below the sprinkler heads;
- (h) keep the Storage Space cage fence in good repair and condition;
- (i) if the Storage Space cage has a roof or ceiling of any kind, not place or store any item on the roof or ceiling of the Storage Space;

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

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

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- (j) be responsible for any goods stored in the Storage Space cage; and
- (k) subject to the approval of the Owners Corporation in relation to the method of security, ensure security for the Storage Space.

29. Car Wash Bay

29.1 Use of the Car Wash Bay

The Car Wash Bay is for use by the owners and occupiers of the Lots.


29.2 Rules - Car Wash Bay

- (a) The Car Wash Bay may only be used for washing of vehicles between the hours of 8.00am and 8.00pm or other hours as nominated from time to time by the Owners Corporation.
- (b) All owners and occupiers must:
 - (i) comply with all relevant laws and with any rules made by the Owners Corporation in respect of the Car Wash Bay from time to time; and
 - (ii) leave the Car Wash Bay in a clean and tidy condition and remove all rubbish after use.
- (c) No vehicles may be parked in the Car Wash Bays other than for the purpose of car washing.
- (d) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Car Wash Bay.
- (e) The owners and occupiers entitled to use the Car Wash Bays must comply with any rules made by the Owners Corporation.

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

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30. Window Coverings

30.1 An Owner or Occupier is not permitted:

- (a) to install window coverings other than curtains, shutters or roller blinds with white or off-white backing when seen from outside of the Building.
- (b) to tint the windows or glass doors on the boundary of a Lot.

30.2 An Owner or Occupier may install insect or fly screens to windows from the internal of a Lot.

31. Cleaner's Room

- (a) The Cleaner's Room is Common Property.
- (b) An Owner or Occupier may not access the Cleaner's Room without the consent of the Owners Corporation (such consent to be withheld at the Owner's Corporation's sole discretion).

32. Rules

32.1 Powers of the Owners Corporation

The Owners Corporation has the power to make rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of the Common Property.


32.2 Changing rules

The Owners Corporation may add to or change the rules at any time.

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

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

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32.3 What are your obligations?

All Owners or Occupiers of a Lot must comply with the rules.

32.4 What if a rule is inconsistent with the By-laws?

If a rule is inconsistent with the By-laws or the requirements of a Government Authority, the By-laws or requirements of the Government Authority prevail to the extent of the inconsistency.

33. Agreement for supply of Embedded Network Services

33.1 Power to enter into agreement

The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Lots and Common Property.

33.2 Initial Period

The Owners Corporation may enter into agreements with Embedded Network Suppliers during the Initial Period.

33.3 Delegation of functions

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to an Embedded Network Supplier.


33.4 Agreement during the Initial Period

If the Owners Corporation enters into an agreement with an Embedded Network Supplier during the Initial Period which appoints an Embedded Network Supplier to assist the Owners Corporation in the management, control or use of Common Property and the term of the agreement extends beyond the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law), or otherwise falls within the Initial Period restrictions:

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

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

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- (a) the agreement may be ratified by the Owners Corporation at the first annual general meeting;
- (b) the Owners Corporation may agree to pay the Embedded Network Supplier market based rates for the supply of Embedded Network Services and market based fees for performing Embedded Network Services under the agreement;
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier and make good such damage to all parts of the Building and the Land.

33.5 Agreements after the Initial Period


If the Owners Corporation enters into an agreement with an Embedded Network Supplier after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law;
- (b) the pricing of the Embedded Network Services supplied under the agreement may be as agreed by the Owners Corporation; and
- (c) the Owners Corporation may agree that the agreement is binding on the Owners Corporation in respect of the supply of Embedded Network Services to the Common Property and all Owners in respect of the supply of Embedded Network Services to Lots.

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

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

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33.6 What provisions must be included in an agreement?

An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:

- (a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier or the right of the Owners Corporation to acquire those meters and other equipment from the Embedded Network.

34. Insurance

If an Owner or Occupier causes damage to a Lot in the Building, in addition to any other rights of the Owners Corporation, the Owner must pay to the Owners Corporation the cost of any excess insurance as a result of a claim or claims made by the Owners Corporation in relation to the damage to a Lot in the Building.

35. Use of Facilities


35.1 Use of BBQ and Communal Area

- (a) An Owner or Occupier must:
 - (i) ensure that Visitors do not enter the BBQ and Communal Area in the Common Property without an Owner or Occupier accompanying them;
 - (ii) ensure that children are not in or around the BBQ and Communal Area unless accompanied by an adult Owner or Occupier exercising effective control over the children;
 - (iii) not smoke in or around the BBQ and Communal Area;

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- (iv) use their best endeavours not to cause a nuisance and to cause as little disruption as possible when being in BBQ or Communal Area.

35.2 Appointments

- (a) The BBQ and Communal Area can only be used between the hours of 8.00am and 10.00pm during Weekdays, 8.00am and 12.00am on Saturdays and 9.00am and 9.00pm on Sundays or other hours as nominated from time to time by the Owners Corporation; and
- (b) The BBQ and Communal Area will be available for use by Owners and Occupiers by appointment.
- (c) The Owners Corporation may nominate a person (which may be the Strata Manager or Facilities Manager) to take bookings and make all necessary appointments for the use of the BBQ and Communal Area. This nominee of the Owners Corporation must establish and maintain a booking schedule.
- (d) Owners and Occupiers entitled to use the BBQ and Communal Area must only use the BBQ and Communal Area at those times booked with the nominee of the Owners Corporation.
- (e) The Owners Corporation has the power to charge Owners or Occupiers a fee or bond if the Owner or Occupier of a Lot requests to book for a BBQ and Communal Area.
- (f) The bond shall be returned in full to the Owner or Occupier after they have returned the BBQ and Communal Area to its original state of cleanliness.

36. External signage


36.1 Prohibition of Signage Installation

An Owner and Occupier must not erect, affix or display a sign in a Lot.

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

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36.2 Powers of the Owners Corporation

The Owners Corporation has the power to require an Owner and Occupier to remove any signage the Owner and Occupier have placed, installed or retained in part of Emporia if the signage does not comply with, or is prohibited under, the provisions of this clause 36.

37. Air Conditioning Units

37.1 Installation of Air Conditioning Units

Each Owner is entitled to install an Air Conditioning Unit on the balcony of the Lot.

37.2 Exclusive use rights

Each Owner of a Lot has exclusive use of the Air Conditioning Unit that exclusively services its Lot.

37.3 Owner's obligations

- (a) An Owner must, at its Cost operate, maintain, repair and, where necessary, replace the Air Conditioning Unit which exclusively services its Lot:
 - (i) in a proper and safe manner at all times; and
 - (ii) according to the requirements of any relevant Authority about air conditioning services; and
 - (iii) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning Unit which exclusively services its Lot.


37.4 Paying for air conditioning services

An Owner must pay the Costs of the Owners Corporation (if any) incurred in connection with the operation, maintenance, repair or replacement of the Air Conditioning Unit. If the Owners Corporation incurs Costs in connection with the

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

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maintenance, repair or replacement of the Air Conditioning Unit, the Owner must pay those Costs. The Owners Corporation may:

- (a) require the Owner to pay those amounts in advance or in instalments as determined by the Owners Corporation; and
- (b) include the Costs in the administrative fund or capital works fund contributions.

38. Façade Screens

- 38.1 An Owner of a Lot must not alter the location of the façade screen on the balcony of the Lot without the prior written consent of the Owners Corporation.
- 38.2 If an Owner or Occupier causes damage to a façade screen it must make good such damage as soon as practicable.

39. False Fire Alarms

In the event that a false fire alarm is caused by the Owner or Occupier of a Lot, any costs incurred by the Owners' Corporation may be recovered from the Owner as a debt payable on demand.

40. Failure to comply with By-laws


40.1 What can the Owners Corporation do?

The Owners Corporation may do anything on the Lot which the Owner or Occupier should have done under the Act or the By-laws but which the Owner or Occupier of the Lot have not done or, in the opinion of the Owners Corporation, have not done properly.

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

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40.2 Procedures

The Owners Corporation must give an Owner or Occupier of a Lot a written notice specifying when it will enter the Lot to do the work. The Owner or Occupier of the Lot must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot according to the notice and at their cost; and
- (b) pay the Owners Corporation for its cost for doing the work.

40.3 Recovering money

The Owners Corporation may recover any money an Owner or Occupier of a Lot owes it under the By-law as a debt.

41. Strata Management Statement

41.1 Effect of Strata Management Statement

The Strata Management Statement regulates the management and operational issues affecting the Strata Scheme and the various components of the Building. It contains requirements (in addition to these by-laws) with which an Owner or Occupier of a Lot and the Owners Corporation must comply including:

- (a) requirements for use and operation of Shared Facilities; and
- (b) the apportionment of costs for Shared Facilities; and
- (c) insurance requirements for the Owner and the Owners Corporation.


41.2 Who must comply with the Strata Management Statement?

- (a) All Owners or Occupiers of a Lot and the Owners Corporation must comply with the Strata Management Statement.
- (b) Contact the Strata Manager if you would like a copy of the Strata Management Statement (at your cost).

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

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

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41.3 Establishment of Strata Committee

- (a) The Owners Corporation is a member of the Committee. It must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Committee.
- (b) The Strata Committee may:
 - (i) appoint a representative and substitute representative for the Owners Corporation for one or more of the members of the Strata Committee; and
 - (ii) terminate the appointment of a representative and substitute representative at any time.


42. Notices by email

Any notices may be issued to that Owner or Occupier by the Owners Corporation in accordance with the provisions of the *Electronic Transactions Act 2000*.

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

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Signing page

Executed by Miranda Central Pty Ltd
ACN 605 039 585 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:




Signature of sole Director and sole
Company Secretary
Derek William McCartney

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

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

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Executed by Pitt Street Finance Pty Ltd
ACN 635 588 082 in accordance with
section 127(1) of the Corporations Act 2001
(Cth) by:

Signature of Director

GERALD HARVEY
Full name (print)

Signature of Director/Company Secretary

DAVID NEWSON
Full name (print)

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

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



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Strata Management Statement for the building situated at
 14-16 Wandella Road, Miranda

1. Introduction

1.1 Application of Act

The provisions of this Statement incorporates and are subject to the provisions implied by clause 5, Schedule 4 *Strata Schemes Development Act 2015*, except to the extent this Statement provides otherwise.

1.2 Management of the building

This Statement has effect as an agreement under seal binding:


- (a) Each owner for the time being of any part of the Building or its site affected by this Statement; and
- (b) a mortgagee in possession or lessee of any such part of the Building or its site affected by this Statement.

1.3 What are the different components in the Building?

The Building has three distinct components. They are:

Component	Description	Member
Lot 101	A stratum lot comprising of a grocery or such other general retail grocery store permitted at law	Lot 101 Owner
Lot 102	A stratum lot comprising of a car park	Lot 102 Owner
Lot 103	A strata scheme comprising 57 residential units and associated car parking and where applicable, storage).	Residential Owners Corporation

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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1.4 Compliance with this Statement

If you are a lessee, occupier or mortgagee in possession of a Stratum Lot in the Building or an owner, lessee, occupier or mortgagee in possession you must comply with this Statement.

2. Dictionary

2.1 In this Statement:

Building	means the building erected or to be erected on the Land.
Business day	means a day other than a Saturday on which banks in New South Wales are open for business.
Committee	means the building management committee established under this Statement.
Easements	mean the easements created or implied under the <i>Conveyancing Act 1919</i> , which benefit or burden any part of the Land.
Land	means the Stratum Lots.
LEADR	means Leading Edge Alternate Dispute Resolution.
Lot 101	means lot 101 in the Stratum Plan.
Lot 101 Owner	means the registered proprietor of Lot 101 from time to time.
Lot 102	means lot 102 in the Stratum Plan.
Lot 102 Owner	means the registered proprietor of Lot 102 from time to time
Lot 103	means lot 103 in the Stratum Plan as subdivided from time to time.
Member	means the Owners Corporation of Lot 103 and the owner of Lots 101 and 102.
Outstanding Levy Certificate	means a certificate provided by the Committee according to clause 4.26.
Representative	means a natural person appointed by a Member.

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

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Residential Owners means The Owners - Strata Plan Corporation

Resolution means a resolution of the Committee.

Rules means the rules adopted by the Committee from time to time.

Schedule means the schedule attached to this Statement.

Shared Costs means the costs of the operation, maintenance and replacement of the Shared Facilities as specified in Schedule 1.

Shared Facilities means the services, facilities, machinery, equipment, insurances or other things that more than one of the Stratum Lots in the Building use. They include, without limitation, the facilities referred to in the Easements and those things in Schedule 1.

Specified Matters means:

- (a) matters referred to or requiring determination under clause 4.12(f);
- (b) matters referred to or requiring determination under clause 4.13;
- (c) matters referred to or requiring determination under clause 4.14;
- (d) matters referred to or requiring determination under clause 4.4(l);
- (e) any amendment, revocation or variation to this Statement.

Statement means this strata management statement.


Statutory Authorities means all government or semi-governmental administrative, fiscal or judicial departments or entities or any other authorities having jurisdiction over the Building.

Stratum Lots means:

- (a) Lot 101;
- (b) Lot 102; and
- (c) Lot 103 (as subdivided).

Stratum Plan means Deposited Plan 1236291.

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Structural Augmentation Works

means:

- (a) any works that must be undertaken to the Building to ensure that the Building is sufficiently sound to support the improvements forming part of Lot 103 and to ensure that the structural soundness and structural integrity of Lot 101 is maintained and not adversely affected as a result of the existence of the improvements in Lot 103;
- (b) repairs, maintenance, replacement, renewal of all structures supporting Lot 103 and/or supporting any improvements in Lot 103 including any current or future improvements.

Substitute Representative

means a natural person appointed by a Member to represent them for the purpose of this Statement as a substitute for their Representative.

Unanimous Resolution

means a resolution of the Committee in respect of which all Members have voted in favour.


You

is a person bound by this Statement and Your has a corresponding meaning.

2.2 In this Statement:

- (a) headings are for convenience and do not affect the Interpretation of this Statement;
- (b) words meaning the singular include the plural and vice versa;
- (c) a reference to a natural person includes a company, partnership, joint venture, association, corporation, body corporate, and governmental agency;
- (d) a reference to a thing includes a part of that thing;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all variations, consolidation or replacements of them;
- (f) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Statement or any part of it;
- (g) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose;
- (h) a reference to any Statement or document is to that Statement or document as amended, novated, supplemented or replaced from time to time.

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3. Compulsory Matters

3.1 Management by the Committee


- (a) The Committee is responsible for the management and operation of the Shared Facilities for the Members.
- (b) The Members of the Committee are:
 - (i) the Lot 101 Owner;
 - (ii) the Lot 102 Owner; and
 - (iii) the Residential Owners Corporation.
- (c) Each Member must appoint one Representative to represent the Member at meetings of the Committee. Any such Representative may be changed from time to time by the Member as the Member deems necessary.
- (d) The Committee must appoint a secretary, chairperson and treasurer.

3.2 Functions of the Committee and its office bearers

The functions of the Committee and its office bearers are:

- (a) to make decisions about the matters in this Statement;
- (b) to operate, maintain, renew and replace Shared Facilities;
- (c) having regard to the interests of the Members, to control use of the Shared Facilities;
- (d) to change or add to Shared Facilities;
- (e) to effect insurances according to this Statement;
- (f) to arrange for maintenance and other contracts so that insurances are not affected;
- (g) to monitor the performance of Members of their obligations under this Statement and any applicable law;
- (h) to monitor the Shared Costs;
- (i) to comply with the Committee's obligations under this Statement;
- (j) to enter into contracts to assist the Committee to perform its functions; and
- (k) to make Rules.


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3.3 Dispute Resolution


- (a) For the purpose of this clause, 'party' or 'parties' means the party or parties to a dispute. The party or parties to a dispute may be the Committee, Members or anyone bound by this Statement.
- (b) Except for debts, Members must deal with disputes in connection with this Statement according to this clause.
- (c) Disputes include, without limitation:
 - (i) the Committee unreasonably refusing to consent to an application to amend this Statement; or
 - (ii) the Committee or anyone on behalf of the Committee failing to comply with the provisions of this Statement about meetings; or
 - (iii) a dispute about a resolution of the Committee other than in respect of a Specified Matter.
- (d) The parties must endeavour in good faith to resolve disputes about this Statement before taking action under this clause.
- (e) A party may give a dispute notice to another party specifying:
 - (i) what the dispute is about;
 - (ii) the provisions of this Statement or the laws that apply to the dispute;
 - (iii) the position of the party;
 - (iv) the facts and other circumstances on which the party relies; and
 - (v) attach copies of correspondence and other documents mentioned in the dispute notice.
- (f) Within 14 days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place, If they cannot agree on the time and place, they must try to resolve the dispute by negotiation.
- (g) If the parties cannot resolve its dispute by negotiation, a party may give a mediation notice requiring the parties to:
 - (i) refer the dispute to mediation; and

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- (ii) appoint a mediator from the panel of mediators kept by LEADR, agreed to by the parties,
- (h) If the parties cannot agree on the mediator from the LEADR panel within five business days after a party gives a mediation notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines or is unavailable) to appoint a mediator from the LEADR panel.
- (i) The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on:
 - (i) the mediation procedures they will adopt; and
 - (ii) the timetable for the mediation procedures.
- (j) The mediation must take place in Sydney, New South Wales.
- (k) If the parties cannot resolve the dispute by mediation, a party may give a determination notice requiring the parties to:
 - (i) refer the dispute to an independent expert for determination; and
 - (ii) appoint an expert to determine the dispute.
- (l) If the parties cannot agree on an expert within five business days after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines or unavailable) to appoint an expert having regard to the nature of the dispute.
- (m) The parties must instruct the expert:
 - (i) to act as an expert and not an arbitrator;
 - (ii) to determine the rules for the conduct of the expert determination; and
 - (iii) to consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- (n) The expert:
 - (i) may obtain and refer to documents and information provided by the parties;
 - (ii) may require the parties to give evidence or produce documents; and
 - (iii) must determine the dispute and give written reasons for the decision.

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- (o) The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.
- (p) The expert may appoint consultants to advise on the dispute.
- (q) Members may make written submissions to the expert.
- (r) Members must pay the expert's costs and expenses in the shares decided by the expert or if there is no decision about costs, equally.
- (s) For the avoidance of doubt, clauses 3.3(a) to 3.3(r) will not apply to any disputes in respect of a Specified Matter including in respect of any proposed amendment to this Statement.

3.4 Damage Policy

- (a) The Committee must take out and keep a damage policy in accordance with Schedule 8A of the *Conveyancing Act 1919*.
- (b) A damage policy for a building means a contract for insurance providing, in the event of the building being destroyed or damaged by fire, lightning or explosion, or any other occurrence specified in the policy:
 - (i) for the rebuilding of the Building, or the replacement of the Building by a similar building, in the event of its destruction so that the rebuilt or replacement Building is no less extensive than the original building and is in a condition no worse than the original building was in when new,
 - (ii) for the repair of damage to, or the restoration of the damaged part of, the Building in the event of its being damaged but not destroyed, so that the repaired or restored part is no less extensive than the original part and is in a condition no worse than the original part was in when new.
 - (iii) for the payment of expenses incurred in the removal of debris.
 - (iv) for the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration.
- (c) A damage policy may provide that, instead of the work and the payments being carried out or made on the occurrence of any of the events specified above the liability of the insurer is, on the occurrence of any such event, limited to an amount specified in the policy that is not less than an amount calculated by adding together the following amounts:

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- (i) the estimated cost, as at the date of commencement of the damage policy, of the rebuilding or replacement of the Building in accordance with clause 3.4(b)(ii) above.
 - (ii) the estimated costs, as at the date of commencement of the damage policy, of removing debris from the site of the Building in the event of the Building being destroyed by an occurrence specified in the policy.
 - (iii) the fees (estimated as at the date of commencement of the damage policy) payable to architects and other professional persons employed in the course of the rebuilding or replacement.
 - (iv) the estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 18 months following the date of commencement of the damage policy.
- (d) The Committee must obtain at least once every three years a valuation of the replacement cost and other costs under clauses 3.4(c)(i), 3.4(c)(ii) 3.4(c)(iii) and 3.4(c)(iv) of the Building by a qualified valuer and take out damage insurance according to that valuation.
- (e) A Member must not do anything by way of an act or omission to void the insurance for the Building or any part of that insurance or increase the premium for the Building insurance.
- (f) A Member must pay its respective share of the insurance premium determined under this clause as a Shared Cost.

3.5 Other Insurance

The Committee must take out and keep the other insurances referred to in clause 4 of Schedule 8A of the *Conveyancing Act 1919*:

- (a) in respect of any occurrence against which the Committee is required by law to insure, including any insurance required by the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* to be taken out;
- (b) in respect of damage to property, death or bodily injury for which the Committee could become liable in damages, such cover must be for at least \$20 million for each event in respect of which any claim or claims may be made;
- (c) against machinery breakdown for Shared Facilities plant and equipment which is not covered under warranty;

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- (d) against the possibility of the owners becoming jointly liable by reason of a claim arising in respect of any other occurrence against which Committee decides to insure;
- (e) against any damages for which the Committee could become liable by reason that, without fee or reward or any expectation of fee or reward, a person acting on behalf of the committee does work in the Building or on its site.

A Member must not do anything by way of an act or omission to void the insurance under this clause or any part of that insurance or increase the premium for the Insurance under this clause.

A Member must pay its respective share of the insurance premium determined under this clause as a Shared Cost.

3.6 Paying for additional premiums

If a Member does anything to increase an insurance premium paid by the Committee, the Member must pay the Committee the amount by which the premium is increased.

3.7 Regular review of Insurances:

Each year the Committee must:


- (a) review its current insurance policies;
- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

The Committee must include a motion on the agenda for a meeting to determine the matters in this clause 3.7.

3.8 Service of Notices

- (a) A notice or communication to be given under this Statement must be in writing and must be:
 - (i) delivered to the addressee personally;
 - (ii) left at the current address of the addressee; or
 - (iii) sent by pre-paid ordinary post to the current address of the addressee.
- (b) A notice or communication takes effect from the time a Member receives it or from the time specified in it (whichever is the later).

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- (c) A letter posted to a Member is taken to be received on the third business day after it was posted.

4. Other Matters

4.1 Means of Access

Members rights to access the Shared Facilities

- (a) Members may access Shared Facilities to do things required by this Statement and allowed under an Easement so long as reasonable notice is given to the other Member, except in the case of an emergency when no prior notice is required.
- (b) Unless otherwise provided in this Statement, a Member must pay all costs associated with gaining access to the Shared Facilities under this clause.


4.2 Committee's right to access the Shared Facilities

- (a) In the case of an emergency, the Committee may do anything on the Building with respect to the Shared Facilities which should have been done by a Member under this Statement but which the Member has not done or done properly.
- (b) If the Committee exercises its right under this clause then, at the cost of the Member who has not done what is required or has not done it properly, the Committee and any persons authorised by the Committee, including a service provider may enter that part of the Building where the Shared Facilities are and remain there for as long as is reasonably necessary to remedy the default.
- (c) The Committee or the Members or person authorised by the Committee are not liable for damage arising out of the exercise of any rights under this clause, other than damage caused maliciously or negligently.
- (d) The Committee must not without the prior written consent of each of the Members affected do or allow to be done or to remain done any act or thing (including without limitation, the construction of any new Building, extensions of a building or other works or improvements) which would substantially and adversely affect the accessibility of a part of the Building to its lawful occupants.

4.3 Storage and Collection of Garbage

- (a) Each Member is responsible for the storage and collection of garbage on its Stratum Lot.

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- (b) Each Member must comply with any health law or regulation or any garbage management requirements of the Committee about the storage and collection of garbage.
- (c) Each Member must ensure that excessive noise or odours are not created with respect to the storage and collection of garbage on its Stratum Lot.
- (d) Subject to clause 6.5, each Member must ensure that noise or odours are not allowed to escape from its lot so as to adversely affect other Stratum Lots.
- (e) Each Member must ensure that the storage and collection of garbage does not interfere with access to another part of the Building.

4.4 Meetings of the Committee


- (a) The Committee must hold its first meeting within two months after this Statement is registered.
- (b) Subject to clause 4.4(a) above, the Committee must hold a meeting, which must be held within 14 days of the Committee being asked or sooner if there is an emergency:
 - (i) if the Committee decides to hold a meeting;
 - (ii) if a Member or mortgagee in possession asks; or
 - (iii) at least every 12 months.
- (c) The Committee must give Members written notice, including a detailed agenda, of a meeting. At a meeting, the Committee may only deal with the matters on the agenda given to the Members with the written notice of the meeting.
- (d) The Committee must give the meeting notice to each Member according to this Statement.
- (e) The Committee may resolve a motion without holding a meeting if:
 - (i) notice of the meeting and the motions to be considered by the Committee have been given to the Members according to this Statement,
 - (ii) the Resolution is in writing; and
 - (iii) all Members have adopted the motions in writing.
- (f) The Committee must distribute minutes of its meetings to the Members within seven days after the meeting.

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- (g) The Committee must appoint a chairperson to preside at each of its meetings. The chairperson must be a Representative.
- (h) The Chairperson does not have a second or casting vote.
- (i) Each Member has one vote on a Resolution.
- (j) Subject to clause 4.4(k), all decisions of the Committee must be by a majority of the Members present and voting at a meeting of the Committee.
- (k) Despite clause 4.4(j), all decisions of the Committee in respect of a Specified Matter must be by Unanimous Resolution.
- (l) The Committee may:
 - (i) amend, revoke or vary this Statement; or
 - (ii) repay all or a part of the Committees funds to a Member or Members.
- (m) The Committee may only decide to do things:
 - (i) according to this Statement; and
 - (ii) at a properly convened meeting of the Committee or by a Unanimous Resolution in writing signed by all Members without holding a meeting.
- (n) Anything done by a Representative or a Substitute Representative on behalf of a Member has the same effect as if done by that Member.
- (o) The quorum for a meeting is all Representatives, one or all of whom may be Substitute Representatives.
- (p) A Member may only vote on a motion regarding a Shared Facility if:
 - (i) the Member contributes towards the cost of the Shared Facility according to Schedule 1; and
 - (ii) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.
- (q) Any motion in respect of the Structural Augmentation Works can only be passed if the owner of Lot 101 votes in favour of the motion.
- (r) Clause 4.4(p) does not apply to the Structural Augmentation Works.

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4.5 Obligations of Members

- (a) A Member must:
- (i) promptly comply with its obligations under this Statement and any applicable laws;
 - (ii) effect and maintain the insurances required by this Statement and any applicable laws;
 - (iii) pay its contributions for the Shared Facilities and other amounts under this Statement on time;
 - (iv) make sure the Committee is properly constituted and performing its functions under this Statement;
 - (v) implement decisions of the Committee;
 - (vi) comply with the terms of the Easements; and
 - (vii) maintain its part of the Building in good repair.
- (b) The obligations of Members under this Statement are several in proportion to the agreed division of Shared Costs and not joint.
- (c) Each Member is responsible for its own acts and those of its Representative, Substitute Representative, contractors, employees, agents and invitees in occupying or using parts of another Member's property.
- (d) Each Member releases the other Members and their Representatives, Substitute Representatives, contractors, employees, agents and invitees from any costs, claims or liability unless the other Member or its Representative, Substitute Representative, contractors, employees, agents or invitees has or have been negligent or in breach of this Statement.
- (e) Each Member must require its mortgagee, tenants, contractors, employees and/or occupiers to comply with this Statement and the Easements, including taking any necessary enforcement action.
- (f) The Members and occupiers of the Building must act in good faith in their dealings with the Committee and other Members under this Statement and the Easements.

4.6 Safety and Security Measures

Each Member is responsible for the security of its Stratum Lot.

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4.7 Compliance with Laws

A Member must comply with any applicable laws and any restrictions, rights or obligations contained in any licence or approval held by the Member.

4.8 Control of Trading Activities

Trading activities conducted by a Member must comply with the requirements of all relevant Statutory Authorities in respect of its Stratum Lot.

4.9 Service Contracts

- (a) Service contracts with respect to the Building and its management under this Statement may be entered into for the Building.
- (b) Each Member must pay its share of any service contract fees and charges in accordance with the Schedule.

4.10 Fire Drills

- (a) The Members may, and must where required by law, conduct fire drills in and from the Building at such times and in such manner and following such routes of egress from the Building as the Committee shall from time to time determine.
- (b) For the purpose of the fire drills, each Member must allow passage by all persons who participate in the fire drills through and over such routes of egress.

4.11 Signage


Subject to the rights (if any) granted to any Member pursuant to the Easements:

- (a) a Member may install or erect signs on or near the Building relevant to the business carried on within its lot with the consent of the other Members, such consent not to be unreasonably withheld;
- (b) signs installed under this clause may only be installed with the consent of all relevant Statutory Authorities and must comply with any requirements of all relevant Statutory Authorities.

4.12 Shared Facilities

- (a) Shared Facilities are set out in the Schedule.

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- (b) The Schedule sets out how the Shared Costs are calculated for each Members use of the Shared Facilities. The Committee must calculate the costs to be charged to Members for the use of the Shared Facilities according to the Schedule.
- (c) A Member must pay its proportion of the costs for Shared Facilities. A Member must pay that proportion of the costs specified in the Schedule.
- (d) If a Member disputes:
 - (i) the determination of what is or is not a Shared Facility or a Shared Cost; or
 - (ii) the determination of how much each Member must contribute towards the costs of the Shared Facilities or a Shared Cost; or
 - (iii) asks for a review of the Shared Costs and division of Shared Costs according to this Statement,

the expert will determine the dispute in accordance with this Statement.
- (e) After the expert has determined the dispute or the Members resolve the dispute, the Member must pay the Shared Costs or the Committee must make any adjustments, according to the determination or resolution as the case may be.
- (f) Clauses 4.12(d) and 4.12(e) do not apply to any dispute in respect of the Structural Augmentation Works.

4.13 Periodic review

- (a) The Committee must review the allocation of Costs for Shared Facilities every five (5) years to ensure that the allocation of costs remains fair. If following the review the Committee, by Unanimous Resolution, determines that the costs of a Shared Facility will be more fairly divided, the Committee must, by Unanimous Resolution, engage an Expert to prepare a report on the allocation of the costs of that Shared Facility.
- (b) If the report from the Expert recommends that the cost of a Shared Facility should be changed having regard to information available as to the usage of the Shared Facility over the preceding three (3) years, then the Committee must adopt the recommendation of the Expert and the Schedule will be amended in accordance with the report.
- (c) The first review under clause 4.13(b) must take place no later than five (5) years after registration of the Statement.
- (d) A Member can issue a Dispute Notice if that Member disputes the report from the Expert within thirty (30) days in which case the dispute resolution provisions in this

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Statement will apply to determine the apportionment of costs with respect to the relevant Shared Facility.

- (e) The Committee must act promptly and do everything reasonably required to amend the allocation of costs as recommended in the report from the Expert with effect from the date of the report unless a Member has served a Dispute Notice in accordance with clause 4.13(d) in which case the Committee must do so following the outcome of the dispute process.
- (f) If as a result of a review a change is required to the Schedule, the Committee must put in place arrangements to give effect to the amendments. Each Member must vote in the appropriate manner at the relevant meeting to enable the Committee to fulfil its obligations to give effect to the amendment.
- (g) At its cost, the Committee must cause to have the relevant documents registered at Land Registry NSW to give effect to the amendment to the Schedule. Members must produce their certificates of title to permit registration of the amendment to this Statement.

4.14 Adding/Removing Shared Facilities


The Committee may:

- (a) add Shared Facilities to the Schedule if it identifies new Shared Facilities;
- (b) remove redundant Shared Facilities;
- (c) modify or replace Shared Facilities;
- (d) change the use of Shared Facilities;
- (e) create new Shared Facilities; and/or
- (f) change or extend existing Shared Facilities.

4.15 Changing the Costs for Shared Facilities

- (a) The Committee may add Shared Costs or adjust the division of Shared Costs in the Schedule if:
 - (i) the addition or adjustment more fairly divides Shared Costs;
 - (ii) new Shared Facilities are identified;
 - (iii) the use of Shared Facilities is changed;

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- (iv) new Shared Costs are identified;
 - (v) shared Facilities are repaired, modified or replaced; or
 - (vi) anything else happens that affects Shared Facilities or Shared Costs.
- (b) The Members must promptly amend the Schedule to reflect anything the Committee resolves to do under this clause.

4.16 Redundant Shared Facilities

- (a) If a Shared Facility becomes redundant, the Committee must remove or close off the Shared Facility and make good the part of the Building where the Shared Facility is located.
- (b) Members who own or use the redundant Shared Facility must consent to the Committee removing or closing off the facility.
- (c) A Member must not unreasonably withhold its consent to a request under this clause.
- (d) If a Member has not responded to a request under this clause within two months of being asked in writing by the Committee the Member is deemed to have refused consent.

4.17 Using Approved Contractors

Despite any other clause in this Statement, a Member may appoint a contractor to carry out building works and services in that Member's Stratum Lot without the Committee's approval so long as that contractor does not do work to repair, maintain or replace or which affects the Shared Facilities.


4.18 Payment of Contributions

Each Member must promptly pay and bear its proportion of the Shared Costs either by direct payment or by reimbursement to the other Member if the other Member has paid more than its share of any Shared Costs.

4.19 Late Payments

- (a) A Member may not vote and is not required to constitute a quorum at Committee meetings if it has not paid any amount due for its proportion of the Shared Costs. A Member who has not paid its contributions or money owed to the Committee may attend meetings and may speak on motions.

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- (b) A Member must pay Interest on any amount not reimbursed to the other Member on time until it is paid.
- (c) A Member must also pay interest or costs incurred to any third party in respect of the late payment by that Member of its proportion of any Shared Costs.
- (d) The Committee must calculate the interest payable by one Member to the other under clause 4.19(c) on daily balances at the rate equal to 2% per annum above the unsecured overdraft rate quoted by the other Member's bank at the date the money is due.
- (e) A certificate about interest rates given to a Member by the other Member's bank is final and binding on the parties.
- (f) The Committee may recover unpaid contributions as a debt.

4.20 Interference with Shared Facilities

Except as otherwise provided for in this Statement or in any of the Easements, Members and any persons bound by this Statement must not interfere with the proper operation of the Shared Facilities.

4.21 Details About Representatives

Members must give each other the current name, address, telephone number and facsimile number or email address of its Representative.


4.22 Expert

For the purposes of this clause 4 'expert' means an expert appointed under clause 3.3.

4.23 Maintenance of Building and Structures


- (a) Subject to this Statement and the Easements but not the Shared Facilities which are provided for in this clause 4, each Member must at the cost of the Member:
 - (i) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Members Stratum Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service regularly inspected, maintained, repaired and kept in a sound structural and fully operation and working condition; and

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- (ii) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the Members Stratum Lot.
- (b) If the Member does not from time to time or at any time adequately carry out its obligations as required under this clause the Committee may do anything reasonably necessary for the purpose of exercising the requirements of this clause, including:
 - (i) carrying out work on the Members Stratum Lot to do anything that the Member has failed to do under this clause; and
 - (ii) enter the Member's Stratum Lot with or without tools and equipment and remain there for any reasonable period of time for that purpose.
- (c) In exercising its rights under this clause the Committee must:
 - (i) ensure that all work is done properly;
 - (ii) cause as little interference as practicable to any occupier of the Members Stratum Lot;
 - (iii) cause as little damage as is practicable to the Members Stratum Lot and any improvements on it; and
 - (iv) if damage (being damage arising because the Member has not complied with this clause) is caused, restore the Member's lot as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except when urgent work is required, the Committee must:
 - (i) issue a written notice to the Member who has not adequately carried out its obligations as required under this clause identifying the obligation that has not been carried out and specifying a reasonable time (having regard to the nature of the obligation) to carry out that obligation;
 - (ii) if the Member does not carry out the obligation within the specified time, give the Member reasonable notice of intention to enter the Members Stratum Lot;
 - (iii) enter the Members lot only between the hours of 9:00 am and 5:00 pm on Monday to Friday or during other times reasonably agreed by the Member;
 - (iv) comply with the reasonable directions of the Member relating to any security arrangements in place in respect of that part of the Members Stratum Lot intended to be entered by the Committee; and
 - (v) fully comply with the provisions of clause 4.23(c).


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4.24 Refurbishment and Redevelopment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of clause 4.23 the Building will require upgrading and refurbishment from time to time.
- (b) The Members agree not to unreasonably withhold their consent to any application by Members to carry out any refurbishment or upgrading works.
- (c) Subject to the preceding provisions of this clause, a Member must not redevelop or structurally add to, alter or modify its Stratum Lot or any part of the Building (excluding all Interior Works as set out in clause 4.24(d)) without the approval of a Unanimous Resolution of the Committee.
- (d) A Member shall have the right from time to time to alter or deal with the interior of its lot within the confines of the boundaries of its own Stratum Lot ('Interior Works') provided that:
 - (i) the Member shall notify the other Member in writing of the proposed Interior Works at least one month before it has commenced;
 - (ii) the Member shall comply with all necessary approvals;
 - (iii) the Interior Works shall not unreasonably interfere with and must cause as little disturbance as possible to the other Members, the site of any easement benefiting that other Member's Stratum Lot, or to other occupiers; and
 - (iv) the Member shall provide a release and indemnity to the other Member in relation to damage, loss or injury arising from the Interior Works but not to the extent that a wilful or negligent act or omission by the other Member or other occupier contributes to or is a cause of any such damage, loss or injury.
- (e) For the avoidance of doubt, the Members acknowledge and agree that the construction of any building works to expand any building, improvements or structures within Lot 101 by the Lot 101 Owner are Interior Works.
- (f) When a Member carries out any building works the Member must:
 - (i) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee;
 - (ii) carry out the works in a proper and workmanlike manner with due care and consideration for the other Member and occupiers of the Building;
 - (iii) in accordance with all laws and requirements of all Statutory Authorities;
 - (iv) in accordance with any architectural code adopted by the Committee;

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- (v) repair any damage the Member (or the persons carrying out the works on that Members behalf) causes to the other lot or Building.


4.25 Keeping Books and Records

- (a) The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of each Stratum Lot and the Building.
- (b) Books and records which the Committee must keep include, without limitation:
- (i) an up-to-date copy of this Statement; and
 - (ii) its agreements with all service contractors; and
 - (iii) an up-to-date roll containing names, addresses and other contact details for each Member and their Representatives; and
 - (iv) notices and minutes of meetings; and
 - (v) financial statements; and
 - (vi) copies of Outstanding Levy Certificates; and
 - (vii) audit reports; and
 - (viii) Budgets; and
 - (ix) notices served on the Committee; and
 - (x) correspondence sent to and by the Committee; and
 - (xi) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and
 - (xii) all other records relating to the administration and operation of the Building by the Committee.
- (c) The Committee must keep copies of its records for at least seven years from the date of the record.

4.26 Inspecting the books and records of the Committee

- (a) A Member (or a person authorised in writing by it) may inspect the books and records of the Committee.

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- (b) The Member may take extracts from or copy the books and records. The Member cannot remove the books and records unless the Committee agrees.
- (c) You may apply to the Committee for an Outstanding Levy Certificate if you are a Member (or a person authorised in writing by them). The Committee must provide an Outstanding Levy Certificate in the same manner as an owners corporation under the Strata Schemes Management Act 2015 (NSW).


4.27 GST

- (a) Unless otherwise expressly stated, all amounts payable under or in connection with this Statement are expressed to be exclusive of any amount of GST.
- (b) Where GST is imposed on any supply made under or in connection with this Statement by one party (the 'supplying party') to another party (the 'receiving party'), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.
- (c) If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.
- (d) Where one party ('payer') is liable to reimburse another party ('payee') for any expenditure incurred by the payee ('Expenditure'), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause 4.27.

4.28 Stormwater Detention Facility

- (a) The Members agree the stormwater detention facility located in Lot 101 ('Detention Facility') is a Shared Facility and accordingly they shall:
 - (i) permit stormwater to be temporarily detained in the Detention Facility;
 - (ii) keep the Detention Facility clean and free from silt, rubbish and debris;
 - (iii) maintain and repair the Detention Facility so that it functions in a safe and efficient manner;
 - (iv) replace, repair, alter and renew the whole or parts of the Detention Facility within the time and in the manner specified in a written notice issued by Sutherland Shire Council ('Council');

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- (v) not make any alterations to the Detention Facility or elements thereof without prior consent in writing from the Council;
- (vi) comply with the terms of any written notice issued by Council in respect to the requirements of the clause within the time stated in the notice.
- (b) The Members acknowledge and agree that in the event of the Members failing to comply with the terms of any written notice served with respect to the matters in clause 4.28, the Council or its authorised agents may enter Lot 101 with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the Detention Facility and to recover from the Members, equally, the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees).

5. Future Strata Management Statement

The Members must ensure that any strata management statement registered on a strata subdivision of a Stratum Lot must be on the same terms as this Statement save for any amendment agreed to by all Members.

6. Amending this clause


6.1 Application

This clause 6 can only be amended with the prior written consent of the ALDI Occupier.

6.2 General

- (a) If there is any inconsistency between the provisions of this Statement or any Rules or determination or Resolution of the Committee and the terms of any Development Consent in respect of the ALDI Premises, then the provisions of the Development Consent in respect of the ALDI Premises prevail.
- (b) Notwithstanding anything to the contrary in this Statement, the ALDI Occupier is not required to do anything or refrain from doing anything which would put it in breach of any Development Consent in respect of the ALDI Premises.
- (c) The ALDI Occupier is not required to do anything or refrain from doing anything which would be inconsistent with any Development Consent in respect of the ALDI Premises.

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6.3 Matters relevant to a Proprietor


Notwithstanding anything to the contrary in this Statement, when carrying out any works, development, upgrades or other works in the Building, each relevant Party must not, without the prior written consent of the ALDI Occupier:

- (a) do anything that would in any way interfere with the normal business being conducted from the ALDI Premises;
- (b) do anything that would in any way impact in an adverse way on the ALDI Premises or areas licensed or used by the ALDI Occupier in the Building;
- (c) do anything that would in any way interfere with or impact in an adverse way on the Shared Facilities used in association with the ALDI Premises or areas licensed or used by the ALDI Occupier in the Building.

6.4 Matters relevant to the Building Management Committee

- (a) Notwithstanding anything to the contrary in this Statement, the Committee and each relevant Party may not without the prior written consent of the ALDI Occupier:
 - (i) adopt a code or make any Rule, Resolution or determination which would have an adverse effect on the ALDI Premises or areas licensed or used by the ALDI Occupier in the Building or the business being conducted from the ALDI Premises;
 - (ii) do anything that would in any way interfere with or impact in an adverse way on the Shared Facilities used in association with the ALDI Premises; or
 - (iii) change or alter the Shared Facilities used in association with or the Shared Costs in relation to the ALDI Premises;
 - (iv) change or alter the Shared Facilities used in association with or the Shared Costs in relation to the ALDI Premises and areas licensed or used by the ALDI Occupier in the Building;
 - (v) carry out any works in the ALDI Premises and it is expressly acknowledged and agreed that any works consented to, other than emergency works, are to be done outside normal trading hours of the ALDI Occupier.
- (b) Each relevant Party and the Committee must:
 - (i) ensure all areas in the Building permitting access to and egress from the ALDI Premises and areas licensed or used by the ALDI Occupier in the Building are kept open during those hours ALDI is permitted to trade from the ALDI Premises pursuant to a current Development Consent;

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- (ii) ensure the Shared Facilities used in connection with the ALDI Premises are kept operating and available for use by ALDI during those hours the ALDI Occupier is permitted to trade from the ALDI Premises pursuant to a current Development Consent and during those hours ALDI is permitted to make deliveries to the ALDI Premises and areas licensed or used by the ALDI Occupier in the Building; and
- (iii) instruct the Strata Manager and any facilities manager to ensure this occurs.

6.5 Use of the ALDI Premises

- (a) Notwithstanding anything to the contrary in this Statement, ALDI does not require the consent of the Committee, the Strata Manager or any facilities manager in order for it to deliver and transport goods, stock, services, furniture and equipment to and from the Building and the Loading Dock.
- (b) Notwithstanding anything to the contrary in this Statement, each Party acknowledges the ALDI Premises are used as a retail store and each Party agrees it will not make any objection or claim in respect of:
 - (i) the use of the ALDI Premises as a retail store in accordance with a current Development Consent;
 - (ii) the use by ALDI of the Shared Facilities, the Loading Dock and other parts of the Building permitted to be used by it by either this Statement, easement or a current Development Consent;
 - (iii) any signage in respect of the ALDI Occupier's business installed in accordance with a Development Consent;
 - (iv) any Interior Works being carried out by, for or on behalf of the ALDI Occupier at any hour including at night.
- (c) A Party other than the ALDI Occupier cannot erect signs under clause 4.11 in the area shown on the plan being Annexure 1 to this Statement without the prior consent of the ALDI Occupier which can be granted or withheld at its absolute discretion.
- (d) The ALDI Occupier:
 - (i) agrees it will conduct its business from the ALDI Premises in accordance with the requirements of the Development Consent or Development Consents relevant to the ALDI Premises; and
 - (ii) agrees it will give the Committee copies of all consents relevant to its business or the ALDI Premises within 14 days of request from the Committee for a copy.

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6.6 Defined terms

In this clause 6, the following words have the following meaning:

ALDI Occupier means ALDI Foods Pty Limited ACN 086 210 139 or a related entity as contemplated by the *Corporations Act 2001* (C'th) or any of its successors or assignees as owner or occupier of Lot 101.

ALDI Premises means that part of the Building occupied by the ALDI Occupier and used as an ALDI grocery or general retail grocery store.

Development Consent means a consent to a development application issued under the *Environmental Planning and Assessment Act 1979* (NSW) and the expression includes a complying development certificate and all amendments and modifications to a consent or complying development certificate.

Loading Dock means the loading dock in Lot 101.


Party means an owner or occupier of a Stratum Lot or any part.

Strata Manager means a strata manager appointed by the Committee.

7. Other

- 7.1 The Members and those deriving a right under this Statement through or under them acknowledge that the rights and obligations of the Members in respect of Shared Facilities represent a fair and equitable bargain between the parties including the Lot 101 Owner having consented to the subdivision creating Lot 103 and the construction of improvements on that Stratum Lot and having provided part of the land which comprises Lot 103 and that the rights of the Lot 101 Owner may not be decreased and the obligations may not be increased except with the express consent of the Lot 101 Owner.
- 7.2 The Owner of Stratum Lot 103 must ensure that any improvements constructed in Lot 103 are designed and constructed in a manner so that when completed they are fit for purpose for maintaining the structural soundness and structural integrity of the Building and Lot 101 and so the amenity of Lot 101 is not materially adversely affected by the improvements and Lot 103 is not materially adversely affected by the Lot 101 occupiers' operations including in respect of noise and vibration.
- 7.3 This Statement replaces the building management statement registered as registered dealing no. AF574108.

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Schedule 1 List of Shared Facilities


Unless the list of Shared Facilities in this Schedule states otherwise, Shared Facilities include:

1. Any wire, cable, pipe, line, duct, chute, drain, equipment, storage tank, cooling tower, kitchen or other exhaust, flu or duct or other apparatus which are connected to or form part of a Shared Facility excluding any of those things which exclusively service one Member's lot only; and
2. Any rooms or areas in which the Shared Facilities are located.

Unless the list of Shared Facilities in this Schedule states otherwise, Shared Facilities' operations include:

1. The maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
2. Parts and consumables used in the maintenance, preventative maintenance, repair, operation, cleaning, renewal, renovation, addition to and/or replacement of Shared Facilities
3. Labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
4. The inspection of Shared Facilities by a Statutory Authority; and
5. The certification of a Shared Facility by a Statutory Authority.

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SF #	Shared Facility	Location	Description/Purpose	Permitted Users Cost Share			Total	Method of Apportionment
				Lot 101	Lot 102	Lot 103		
1	Fire Stairs & Egress Corridor to Wandella Road & Penprase Lane	Northern Fire Stair & Egress Corridor Undercroft Level -Level 2 South West Fire Stair Adjacent to Penprase Lane substation South East Fire Stair Adjacent to Penprase Lane residential lobby and servicing Undercroft - Level 2	To provide fire egress for all Lots to Wandella Road & Penprase Lane includes lighting and any other service apparatus required to maintain the facilities.	28.97 %	24.73 %	46.30 %	100.00 %	% Apportionment of Lots 101,102, & 103 Floor Areas over total Lots Floor Area
2	Stormwater System	All Areas	Includes the stormwater tank to Lot 101 undercroft carpark, all drainage pumps and filtration systems associated with the stormwater system, stormwater pits, drainage pipes into the drainage system, any additional service apparatus required to maintain the facility, and any costs and access requirements associated with the facility. Excludes any service apparatus that exclusively services and benefits one Member, Owner or Occupier.	28.97 %	24.73 %	46.30 %	100.00 %	% Apportionment of Lots 101,102, & 103 Floor Areas over total Lots Floor Area
3	Sewerage System	All Areas	Includes sewer pumps, pipes, vent pipes, and hydraulic pipes that services the lots from the boundary trap to the junction point, costs and access associated with the operation, maintenance and replacement of the Shared Facility, any service apparatus required to operate the Shared Facility. Excludes any associated exclusive service apparatus and the Stratum Lot that has the exclusive use of such apparatus, and the sewerage components which are located inside each lot that exclusively service and benefit one Member, Owner or Occupier.	28.97 %	24.73 %	46.30 %	100.00 %	% Apportionment of Lots 101,102, & 103 Floor Areas over total Lots Floor Area
4	Fire Services Lots 101 & 102	Undercroft - Level 1	Including hydrant booster/fire control room, fire hydrant system, fire sprinkler system, booster assembly, FIP, all fire hose reels, fire extinguishers, smoke and heat detectors, emergency lighting and sound system, stair pressurisation system (if in	53.96 %	46.04 %		100.00 %	% Apportionment of Lots 101 & 102 Floor Areas over total Lots 101 & 102 Floor Area

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SF #	Shared Facility	Location	Description/Purpose	Permitted Users Cost Share			Total	Method of Apportionment
				Lot 101	Lot 102	Lot 103		
			place), any costs associated with fire safety certification and associated statements, any other service apparatus required to operate the facility. Includes all components that form part of the fire services system. Excludes any additional fire safety equipment or services installed by a Member, Owner or Occupier, and excludes smoke detectors that are exclusively servicing one lot unless they are hard wired back to the FIP.					
5	Fire Services Lots 102 & 103	Hydrant Pump Room -Ground Floor Wandella Road. Carpark Levels 1 - Level 2	Including hydrant booster/fire control room, fire hydrant system, booster assembly, FIP, fire shutter to level 2, all fire hose reels, fire extinguishers, smoke and heat detectors, emergency lighting and sound system, stair pressurisation system (if in place), any costs associated with fire safety certification and associated statements, any other service apparatus required to operate the facility. Includes all components that form part of the fire services system. Excludes any additional fire safety equipment or services installed by a Member, Owner or Occupier, and excludes smoke detectors that are exclusively servicing one lot unless they are hard wired back to the FIP.		34.81 %	65.19%	100.00%	% Apportionment of Lots 102 & 103 Floor Areas over total Lots 102 & 103 Floor Area
6	Electrical Infrastructure	Main switchroom and meter room located on the Ground Floor Penprase Lane Elevation	Includes the main switch room, all electrical meters, sub-meters and distribution boards located in the main connections box and switch room(s) which supply electricity to each Stratum Lot, electrical wires, cables and ducts which service each Stratum Lot, and any services apparatus required to operate the shared facility. Excludes costs for electrical consumption by an individual Member, Owner or Occupier, electrical wires, distribution boards, cables and ducts which exclusively service and benefit one Member, Owner or Occupier. Any associated exclusive service apparatus and the Stratum Lot that has the exclusive use of such apparatus has the responsibility to operate,	28.97 %	24.73 %	46.30%	100.00%	% Apportionment of Lots 101,102, & 103 Gross Floor Areas over total Lots Floor Area

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SF #	Shared Facility	Location	Description/Purpose	Permitted Users Cost Share			Total	Method of Apportionment
				Lot 101	Lot 102	Lot 103		
			maintain and replace such apparatus.					
7	Carpark Access	Carpark Levels Ground to 2	Includes installing, maintaining and repairing roller shutters, access way, lighting, bollards, linemarking, signage, mirrors, corner guards, and any other service apparatus required to operate the facility.		68.88 %	31.12%	100.00%	% Apportionment of number of no of carpark spaces in Lots 102 & 103 over total no of carpark spaces in Lots 102 & 103
8	Structural Augmentation Works	All Areas	As per definition in clause 1			100%	100.00%	Not shared - the whole of the costs must be paid and borne by Lot 103
9	Pest Control	Carpark Levels Ground to 2	Provision for the cost of pest control services to Lots 102 and 103 carpark levels.		68.88 %	31.12%	100.00%	% Apportionment of number of no of carpark spaces in Lots 102 & 103 over total no of carpark spaces in Lots 102 & 103
10	Administration & Accounting Expenses Fees	All Areas	Includes the costs for accounting, auditing and taxation advice by a qualified accountant and/or an auditor appointed by the Building Management Committee in accordance with the Strata Management Statement. This includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement.		24.73 %	75.27%	100.00%	% Apportionment of Lots 102, & 103 Floor Areas over Lots 102 and 103 Floor Area
11	Insurances	All Areas	Includes building insurance premiums, public liability insurance, premiums under other policies affected by the Building Management Committee in accordance with the Strata Management Statement, excess on insurances policies affected by the Building Management Committee, valuations of the building for insurance purposes, insurance broker fees, and any other costs incurred by the Building Management Committee to affect an insurance policy or under an existing policy.	19.03 %	16.52 %	64.45%	100.00%	% Apportionment of replacement cost of Lots 101, 102, & 103 over total replacement cost of Lots
12	Consultant's Fees	All Areas	Includes consultant's costs including without limitation: a) consultant's fees incurred by the Building Management Committee; b) preparation of a capital works fund forecast report; c) preparation of a WHS audit report; and d) any other reports required by the Building Management Committee.	28.97 %	24.73 %	46.30%	100.00%	% Apportionment of Lots 101, 102, & 103 Floor Areas over total Lots Floor Area
13	Strata Management Services	All Areas	Include the services provided by the Strata Managing Agent to the Building Management Committee and include without limitation:) the			100%	100.00%	% Apportionment of Lots 102, & 103 Floor Areas over total Lots 102 and 103 Floor Area

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SF #	Shared Facility	Location	Description/Purpose	Permitted Users Cost Share			Total	Method of Apportionment
				Lot 101	Lot 102	Lot 103		
			Strata Managing Agent fees and other fees that the Building Management Committee must pay the Strata Managing Agent in accordance with their agreement; b) other costs incurred by the Building Management Committee according to its agreement with the Strata Managing Agent; c) costs incurred by the Building Management Committee to maintain its records (including its financial records) in accordance with the Strata Management Statement.					
14	Facility Management Services	All Areas	Includes the services provided by the Facilities Manager to the Building Management Committee and include without limitation: a) the Facility Management fees and other fees that the Building Management Committee must pay the Facilities Manager in accordance with their agreement; b) other costs incurred by the Building Management Committee according to its agreement with the Facilities Manager			100%	100.00%	% Apportionment of Lots 102, & 103 Floor Areas over total Lots 102 and 103 Floor Area
15	Electricity Consumption by Shared Facilities	All Areas	Provision for the cost of the electrical consumption of the Shared Facilities where such a facility does not have its own electrical metering system. Excludes the electricity consumption of those facilities which are for the exclusive use and benefit of one Member, Owner or Occupier.	28.97 %	24.73 %	46.30%	100.00%	% Apportionment of Lots 101, 102, & 103 Floor Areas over total Lots Floor Area
16	Legal Fees	All Areas	Includes all legal fees incurred by the Building Management Committee.	28.97 %	24.73 %	46.30%	100.00%	% Apportionment of Lots 101, 102, & 103 Floor Areas over total Lots Floor Area


This is the approved form referred to in section 100 Strata Schemes Development Act 2015.

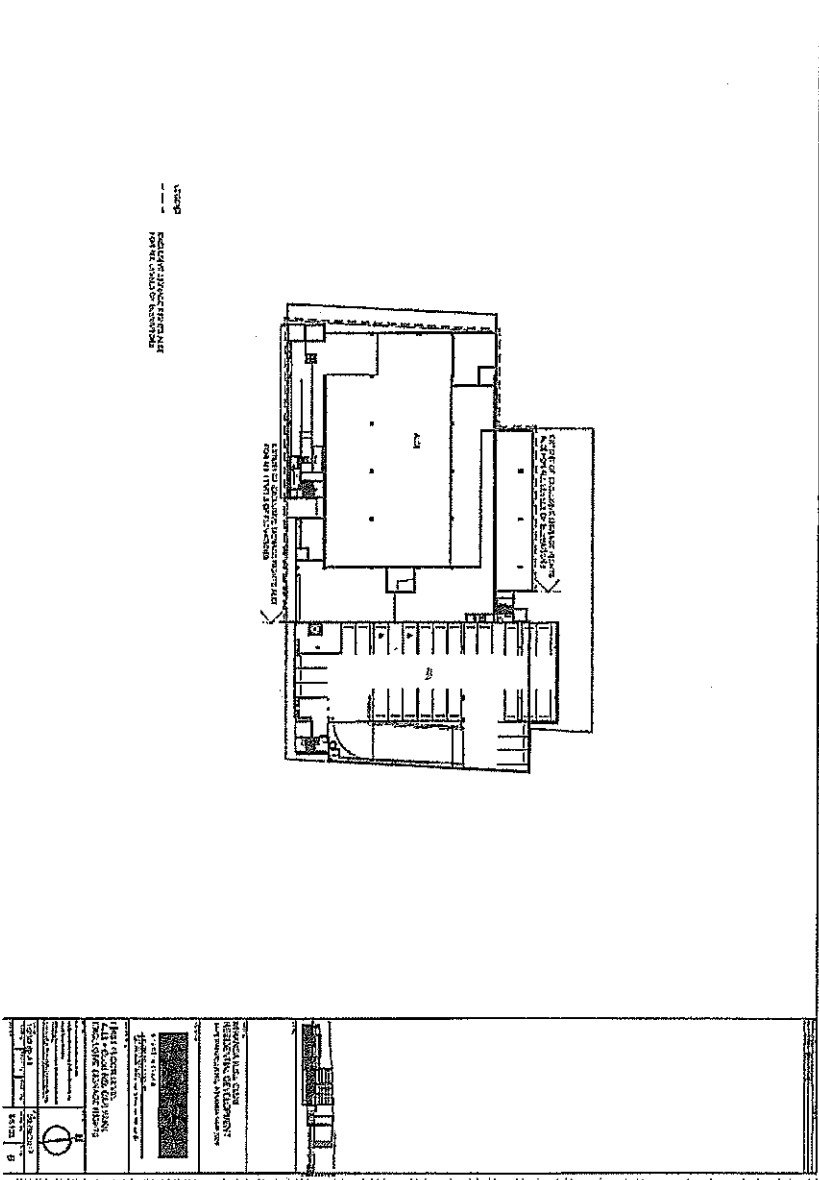
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Annexure 1 Signage control zone plan


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Executed by Miranda RSL Sub-Branch Club
Limited ACN 000 964 250 in accordance with
section 127(1) of the Corporations Act 2001 (Cth) by:

Signature of Director

John Leslie Charles Rowan

Full name (print)

Signature of Director/Company Secretary

PATRICK JOHN FEENEY

Full name (print)

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

Signature of witness:

Name of witness:

Address of witness:

Simon Luggo

11 LENTON SQUARE WARR

FARM MEADOW NSW

2519

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

Signature of attorney:

Attorney's name:

Attorney's position:

Signed on behalf of:


Power of attorney

Philip Alcock
PHILIP ALCOCK
EXECUTIVE MANAGER

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124

- Book: *4651*

- No: *555*

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Executed by Miranda Central Pty Ltd ACN 605
039 585 (as trustee for the Miranda Unit Trust) in
accordance with section 127(1) of the *Corporations
Act 2001* (Cth) by:

Signature of Director

Full name (print)




Signature of Director/Company Secretary

DEREK WILLIAM MCCARTNEY

Full name (print)

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Executed by Pitt Street Finance Pty Ltd
ACN 635 588 082 in accordance with section 127(1)
of the Corporations Act 2001 (Cth) by:


Signature of Director

GERALD MARVEY
Full name (print)

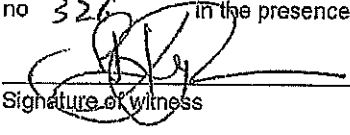
Signature of Director/Company Secretary

DAVID NEWLANDS
Full name (print)

This is the approved form referred to in section 100 Strata Schemes Development Act 2015.


Approved Form 9	Strata Management Statement	(Sheet 41 of 41 sheets)
Registered:  29/04/2021	Office Use Only	Office Use Only SP102714

Executed for and on behalf of Aldi Foods Pty
Limited (ABN 18 086 210) by its attorney
ALEXANDER DAVID FOSTER
under power of attorney registered book 4742
no 326 in the presence of:


Signature of witness

BELINDA ANN KILVE
Full name of witness (print)

10 BURANDO ROAD, PRESTONS NSW
Address of witness (print)


Signature of attorney

By executing this agreement the attorney states that
the attorney has not received notice of revocation of
the power of attorney at the date of executing this
agreement.

25 NOV. 1912 4 P.M.

690432



NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900.

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of ninety nine years from the first day of July one thousand eight hundred and ninety nine under the Memorandum of Lease registered number 50990 as extended by the Holt Sutherland Estate Act 1900 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 the sum of FOUR HUNDRED AND TWENTY THREE POUNDS TEN SHILLINGS AND TEN PENCE paid by MARGARET ELIZABETH KENNEDY of Miranda in the State of New South Wales Widow to THE PERPETUAL TRUSTEE COMPANY LIMITED the Australian Trustees of the Will of Thomas Holt late of Sydney pursuant to section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is acknowledged by the said Perpetual Trustee Company Limited testified by the receipt of its Manager hereto annexed) BOTH HEREBY in exercise and in pursuance of the power and direction in section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Margaret Elizabeth Kennedy ALL THE ESTATE and interest of the Registered Proprietor in fee simple in all the surface of ALL THAT piece of land containing thirteen acres two roods eight and three quarter perches situate in the Parish of Sutherland and being part of the land comprised in Certificate of Title dated 2nd May 1904 registered Volume 1446 folio 26 and in the said Lease number 50990 and being the surface of the whole of the land comprised in sublease number 479038 (dated 23rd day of October 1907) from the Holt Sutherland Estate Company Limited to the said Margaret Elizabeth Kennedy AND BOTH ALSO TRANSFER to the said Margaret Elizabeth Kennedy all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered Proprietor TOGETHER with all its rights and powers in respect thereof as comprised in the said Lease number 50990 in and so far only as regards the land comprised in the said sub-lease number 479038 except and reserving unto the Company and its assigns during the residue now unexpired of the term of the said Lease number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease number 50990 (all of whom including the Perpetual Trustee Company Limited and

other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred TOGETHER with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed TOGETHER with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly heretofore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Margaret Elizabeth Kennedy may become the registered Proprietor in fee simple of the lands comprised in the said sub-lease number 479038 to the extent only directed and interested by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease number 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act and the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers in the said Lease contained in all respects as if this transfer has not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *Sixteenth*

day of *October* in the year one thousand nine hundred and
twelve.

THE COMMON SEAL of the HOLT SUTHERLAND
ESTATE COMPANY LIMITED was affixed hereto
by the Directors present at a meeting of
the Board of Directors of that Company -
held this *seventh* day of *October* 1912
and such Directors thereupon signed this
transfer in the presence of,

M. J. Jackson
E. P. Jackson

Directors

W. H. B. Batten
W. H. B. Batten
Secretary.

Accepted and I hereby certify this
transfer to be correct for the pur-
pose of the Real Property Act.

Margaret Elizabeth Kennedy
Transferree

SIGNED in my presence by the said

MARGARET ELIZABETH KENNEDY who is

personally known to me,

W. H. B. Batten
W. H. B. Batten
Sydney

MEMORANDUM OF ENCUMBRANCES & C REFERRED TO.



G 953967 2
R.P. 13. No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)



Stamp: NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE STAMP DUTY

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not stand out in any margin. Handwriting should be clear and legible and in permanent black non-erasing ink.

1. If a leasehold, state out in full the leasehold interest in the property.

2. Full postal address of transferee must be shown.

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

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

5. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being the part of the land shown in the plan annexed hereto" or "being the residue of the land in Certificate (or grant) registered Vol. Fol. 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.

6. Strike out if unnecessary, or suitably adjust.

7. If any covenants are to be created or any exceptions to be made.

8. If the statutory covenants implied by the Act are intended to be added or modified.

Covenants should comply with the provisions of Section 85 of the Conveyancing Act, 1919-1934.

9. A very short note will suffice.

10. Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above four officers, who having questioned the witnesses should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

11. Repeat attestation if necessary.

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

I, BETTY CAROLINE KEYS wife of Ronald Roy Keys formerly of Marriockville now of Miranda, Airline Pilot.

(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 One thousand pounds

(£ 1,000/-) (the receipt whereof is hereby acknowledged) paid to me by ALEXANDER McPHERSON PORTER of Central Avenue, Miranda, Clerk, CHARLES WILLIAM PENNIE of Corner Caringbah Road and Willerong Road, Caringbah, Retired, TIMOTHY MICHAEL PURVIS of Flat 6 Stanmore Road, Marriockville, Accountant and FRANK GRANGE O'NEILL of St Moira Street West, Sutherland, Insurance Representative (herein called transferee(s))

do hereby transfer to the said transferee(s) AS JOINT TENANTS ALL such my Estate and Interest in ALL the land mentioned in the schedule following :-

County.	Parish.	Reference to Title (s)			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<u>Cumberland</u>	<u>Sutherland</u>	<u>Part</u>	<u>3201</u>	<u>132</u>	being that part of Lot B in plan annexed hereto marked "A" as is comprised in the said Certificate of Title

And the transferees covenants with the transferor for themselves their heirs executors successors and assigns that they will not erect any main building on the land hereby transferred within 116 feet of Wandella Road unless the same shall be at a distance of greater than 6 feet from the common boundary with Lot A without the consent in writing of the Transferor or her executors administrators or assigns and further will not without such consent use any building erected within 116 feet from Wandella Road aforesaid as licensed premises under the provisions of the Liquor Act or any amendment thereof or addition thereto. The benefit of this covenant shall be appurtenant to the said Lot A and the burden thereof shall be over the land hereby transferred. This covenant may be released varied or modified by the owner or owners for the time being of the said Lot A.

ENCUMBRANCES, &c., REFERRED TO:

Transfer and grant of drainage easement to the Council of the Shire of Sutherland.

Signed at Miranda the 1st day of June 1958.

Signed in my presence by the transferor

BETTY CAROLINE KEYS
WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

B. L. Linn
WHO IS PERSONALLY KNOWN TO ME

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

John J. Linn
X John J. Linn Transferee(s).

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

† If the transferee is a company, the above Certificate must be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £20, 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 appear personally.

No alteration should be made by erasure. The words referred 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.

G 953967

LODGED BY

CONSENT OF MORTGAGEE
(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.

This consent is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge when the land transferred is the whole of 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.

M.P.D. 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— _____

*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 WITNESSES

Appeared before me at _____, the _____ day of _____, one hundred and _____
nine hundred and _____, the attesting witnesses to this instrument _____ the person
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 authorized person whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER		DOCUMENTS LODGED HERewith.	
	Subj. to consent		To be filed in the person's lodging office.	
	Particulars entered in Register Book, Volume 3201 Folio 133		Received _____ Nos. _____ Receiving Clerk.	
	the _____ day of _____ 19 ____ minutes past _____ o'clock in the _____ afternoon			
checked by F. O. O.	Passed in S.D.B. by [Signature]		EXECUTION OUTSIDE NEW SOUTH WALES.	
signed by [Signature]	[Signature] Registrar-General		Execution may be proved where the parties are resident— (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Treasurer of the State of New South Wales, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Clerk 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. (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or by signing or acknowledging before a Justice of the Peace (which includes a British Ambassador, Master, Consul, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Honorary Consul, Provisional Consul, Agent, Agent and Acting Consul Agent), (c) an Australian Consul-General, Consul, Vice-Consul, Honorary Consul, or High Commissioner, Minister, Head of Mission, Consul, Consul-General, Consul, Consul-General or Secretary of an Embassy, or a Justice of the Peace of Legation, Consul-General, Consul, Vice Consul, Trade Consul, or other person who should affix his seal of office, or the attesting witnesses to the execution of the declaration thereof before one of such persons (who should affix his seal to such declaration), or such other person as the Chief Justice may appoint.	

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
*opt. of Engravers		
Cancellation Clerk		
VOL. 7507 Fol. 233		

Consent will G953967

[illegible]

(Sheet 1 of 2 sheets)

MIRANDA BUILDERS AND BUSINESSMEN'S
 CLUB LIMITED
 23 Central Avenue,
 Plymouth. V.I 5405 Fol: 205, Vol. 7507 Fol: 733,
 P.O. Box 7503 Fol: 164, Vol. 9116 Fol: 27
 P.O. Box 7503

<u>Lot#</u>	<u>Barcode#</u>	<u>Lot#</u>	<u>Name of yard or supplier</u>	<u>Barcode#</u>
2		1st 2 in D.B.	20340B	
		Volume	9716	Folio 28

THE COUNCIL OF THE SHIRE OF SUTHERLAND

DOUGLAS SHILO CLARK,

[illegible]


(Sheet 2 of 2 sheets)

Secretary

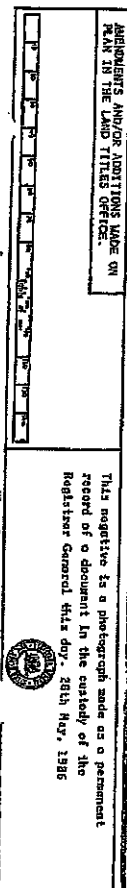
PROPERTIES (901-915) Failed
28 W. 11th, Suite 205
THE COMMERCIAL BANK OF AUSTRALIA LIMITED
 By its Attorney
 and I, the said Attorney, being duly sworn, depose and say before me the undersigned of the County of Adams, registered 100, LADDER
 Miscellaneous Project, that the validity of which I have
 heretofore been advised.

State Secretary

Proprietor (Vol. 9116
Folio 27, Vol. 7597, Folio 233 &
Vol. 7593, Folio 164)


 (Witnessed by W. B. Houghton)
 Deputy Shire Clerk

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 25th Nov. 1966.



PLAN FORM 2

STAKEOUTS AND BUILT DWT

Resigned by the Director - Corporate Services on behalf of
Suburban State Council under authority delegated on
12 August 1998 pursuant to Section 376 of the Local
Government Act 1998.

Director - Corporate Services
Before me: *[Signature]*
Witness: *[Signature]* (Public Officer)

[Signature]
Karlene M. Mearns
Private R/L No 8

[Signature]
DIRECTOR
MIRANDA R/L, QUEB.



[Signature]
Karlene Mearns
Private R/L, QUEB.

Current Limits Office Approval

PLANNING

Land District

Project Ref.

Submission Certificate

I hereby certify that the plan of a 100% of the Environmental Planning
and Assessment Act 1979 has been submitted to the
Director, Corporate Services, and that the
Director, Corporate Services, has approved the
plan.

Authorisation No.

Submission Certificate

Authorisation No.

Submission Certificate

Authorisation No.

KINGSWAY

WAUDELIA

WAUDELIA

WAUDELIA

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Plan Drawing only to appear in this space

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PARKSIDE (18.5 WIDE & VARIABLE) AVENUE

DP1034369

Regulation: 34 2.11.2001

Title System: TORRENS

Purpose: SUBDIVISION

Ref: U 0890 - 43

Last Plan: DP7114/DP57609

PLAN OF SUBDIVISION OF
LOTS 1 & 2 IN DP 575909
& LOTS 3 & 4 IN
DP 7114.

Locality: SUTHERLAND
SHIRE

Locality: MIRANDA

Locality: SUTHERLAND

County: CUMBERLAND

This is sheet 1 of my plan in
sheet 1 of my plan in
sheet 1 of my plan in

Surveyor (Registered) Registered 1998

1. I, JONAS A. WATSON, of the
MIRANDA DISTRICT, being the
owner of the land, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

2. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

3. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

4. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

5. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

6. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

7. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

8. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

9. I, JONAS A. WATSON, do hereby
declare that the plan is a
true and correct copy of the
original plan as shown to me
by the Surveyor, and that the
Surveyor is a registered
Surveyor.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANT INTENDED
TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B AND 88E OF THE
CONVEYANCING ACT, 1919 AS AMENDED

(Sheet 1 of ⁴/₇ sheets)

DP1034369

Plan of Lots 1 and 2 Deposited Plan 1034369
covered by Council Certificated No. 17/2002

Name and address of the Proprietors of
Lots 1 and 2 Deposited Plan 575309
and Lots 39 and 40 Deposited Plan
7114:

Miranda RSL Sub Branch Club Limited
ACN 000 964 250
615 The Kingsway
MIRANDA NSW 2228

Name and address of the Proprietors of
Lot 12, 13, 14, and 15 Deposited Plan
7114 and Lot 1 Deposited Plan 362722:

Miranda RSL Sub Branch Club Limited
ACN 000 964 250
615 The Kingsway
MIRANDA NSW 2228

PART I

1. Identity of easement firstly
referred to in the plan:

Easement for carparking variable width

Schedule of Lots etc. affected

Lot burdened
Lot 1

Lot benefited
Lots 12, 13, 14, and 15 in DP7114 and Lot
1 in DP 362722 comprised in Vol. 5122
Fol. 39 and FI 14/7114, 15/7114
and 1/362722
Positive Covenant

2. Identity of Positive Covenant
secondly referred to in the plan

Lot burdened
Lot 1

Lot benefited
Lots 12, 13, 14, 15 DP 7114 and Lot 1
DP 362722 comprised in Vol. 5122
Fol. 39 and FI 14/7114, 15/7114
and 1/362722

PART 1A

1. Identity of easement, to be
released and thirdly referred to in
the plan

Drainage Easement 1.525m wide created
by Transfer G956483

Schedule of Lots etc. affected

Lots burdened by existing
easement
Lots 1 and 2 in DP575309

Lots, relevant roads, bodies or prescribed
authorities benefited by existing easement
Sutherland Shire Council

Approved by Sutherland Shire Council


.....
for General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANT INTENDED
TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B AND 88E OF THE
CONVEYANCING ACT, 1919 AS AMENDED**

Lengths are in metres

(Sheet 2 of ⁴ sheets)

Plan of Lots 1 and 2 Deposited Plan 1034369
covered by Council Certificated No. 19/2002

DP1034369

PART 2

**1. TERMS OF EASEMENT FOR CARPARKING FIRSTLY REFERRED TO IN THE ABOVE
MENTIONED PLAN:**

FULL AND FREE RIGHT for the proprietor of the lot in whose favour this easement is created and its respective customers, members and guests and other persons having bona fide and lawful business with the proprietor of the lot is whose favour this easement is created to pass and repass on foot onto and from and over the said lot over which this easement for carparking is created and to drive with motor vehicles onto and from and over the said lot and to stand such motor vehicles thereupon for a reasonable time and subject to any notices in the vicinity of the said lot erected by the proprietor of the lot is whose favour this easement is created for the purpose of going to the buildings standing on the lot in whose favour this easement is created but not for any other purpose whatsoever PROVIDED THAT:

- (a) the proprietor of the lot benefited must ensure that:
 - (i) no mechanical or other repairs to motor vehicles are carried out thereon.
 - (ii) every person authorised to use this parking easement complies with the reasonable rules (if any) notified as aforesaid by the proprietor of the lot benefited for the orderly management of the said lot.
- (b) the proprietor of the lot benefited must indemnify the proprietor of the lot burdened his contractors and employees from and against all claims demands losses costs and expenses arising from any damage to property or accidental death or injury which may be suffered upon the said lot other than such damage accident death or injury as may be caused by the negligence or default of the proprietor of the lot burdened its contractors agents or employees.
- (c) The proprietor of the lot benefited only has the benefit of this easement until such time as the proprietor of the lot in whose favour this easement is created has available to it and its respective customers, members and guests upon or in the vicinity of the lot burdened a car park capable of accommodating 150 motor vehicles.

**2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVE
MENTIONED PLAN:**

- (a) The registered proprietor from time to time of the land hereby burdened (herein called the "proprietor") shall promptly construct upon Lot 1 a carpark capable of accommodating 150 motor vehicles (the "Car Park") for the benefit of the customers, members and guests of Miranda RSL Sub Branch Club Limited in accordance with Development Consent Number 4071 of 2001 (the "Development Approval").
- (b) The Car Park as required by 2(a) above must be operational before commencement of construction of the proposed building on Lot 2 pursuant to the Development Approval.

Approved by Sutherland Shire Council


General Manager

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANT INTENDED
TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B AND 88E OF THE
CONVEYANCING ACT, 1919 AS AMENDED

Length of the instrument

(Sheet 3 of ⁴ sheets)

Plan

Plan of Lots 1 and 2 Deposited Plan 1034369
covered by Council Certificated No. 19/2007

DP1034369

- (c) If the proprietor fails to construct the Car Park as described in 2(a) and (b) above then Sutherland Shire Council may at the cost of the proprietor enter upon the land burdened and construct the Car Park and the cost of construction of the Car Park shall be a charge upon Lot 1.
- (d) Upon completion of construction of the Car Park and the issue of an occupation certificate by Sutherland Shire Council the within Positive Covenant and the Easement for Car Parking Firstly referred to above will at the cost of the proprietor be released.

1. **NAME OF PERSONS WHOSE CONSENT TO A RELEASE VARIATION OR MODIFICATION OF THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS STIPULATED**

Sutherland Shire Council.

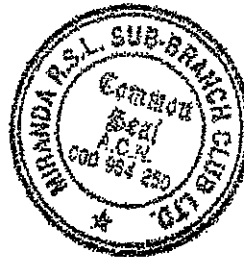
2. **NAME OF PERSONS WHOSE CONSENT TO A RELEASE VARIATION OR MODIFICATION OF THE POSITIVE COVENANT SECONDLY, REFERRED TO IN THE ABOVEMENTIONED PLAN IS STIPULATED**

Sutherland Shire Council.

~~3. **NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENT, RESTRICTION OR POSITIVE COVENANT THIRDLY REFERRED TO IN THE PLAN**~~

~~Sutherland Shire Council.~~

The common seal of Miranda RSL Sub Branch Club Limited was hereunto affixed in accordance with its Articles in the presence of:



Jeffrey Wilks
Secretary

[Signature]
Director

Executed by the Director - Corporate Services on behalf of Sutherland Shire Council under authority delegated on 12 August 1998 pursuant to Section 378 of the Local Government Act, 1993.

[Signature]
Director - Corporate Services

Before me: *[Signature]*
Witness **PATRICK JOHN DUFFY**

Approved by Sutherland Shire Council

[Signature]
General Manager

DP1034369

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS
INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B AND 88E
OF THE CONVEYANCING ACT, 1919 AS AMENDED**

(Sheet 4 of 4 sheets)

Perpetual Trustee Company Limited
Mortgagee under Mortgage No.7697454
By its Attorneys:

DP1034369

Signed in my presence for and on behalf of PERPETUAL TRUSTEE COMPANY LIMITED (A.C.N. 009 201 007) by its Attorneys PHILIP EDWARDS and MARION INCE KRAEMER who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 27 FEBRUARY 2001 (Registration No. DP1034369) and that he/she has no notice of the revocation of his/her powers.

<u>[Signature]</u> Signature of Witness	<u>[Signature]</u> Signature of Attorney
<u>KAY SHERIE McLEWAN</u> Full name of Witness	<u>[Signature]</u> Signature of Attorney



**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
 AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
 INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
 AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 14)



DP1153094 B

Plan of Subdivision of Lot 1 in
 DP1034369 covered by subdivision
 certificate No 536/2010 dated 14/5/2010

Full name and address of
 the owner of the Land:

Miranda RSL Sub-Branch Club Limited
ACN 000 964 250
 14-16 Wandella Road
 Miranda NSW 2228

PART 1 (Creation)

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Services (whole of lot)	1 2	2 1
2	Easement for Support & Shelter (whole of lot)	1 2	2 1
3	Easement for Emergency Pedestrian Access (P) (Limited in Stratum)	1 2	2 1
4	Positive Covenant	1	Sutherland Shire Council
5	Easement for Carparking (whole of lot)	2	Lots 12, 13, 14 and 15 DP7144 and Lot 1 DP362722 DP7114
6	Easement for Cladding and Signage	2	1

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/aldi/miranda/88B 130510]

Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
 AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
 INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
 AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
 DP1034369 covered by subdivision
 certificate No.SubCert10/0009 dated 14/5/2010

PART 1A (Release)

Number of item shown in the Intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for carparking (DP1034369)	1/1034369	Lots 12, 13, 14 and 15 DP7144 and Lot 1 DP362722 DP7144
2	Positive Covenant (DP1034369)	1/1034369	Lots 12, 13, 14 and 15 DP7144 and Lot 1 DP362722

PART 2 (Terms)

1. Definitions and interpretation

1.1 Definitions

The following definitions apply to this instrument unless the context requires otherwise:

Act means the Conveyancing Act 1919

Authorised User means every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors, invitees and licensees).

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/aldi/miranda/88B 130510]

Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No. SubCrt/10/0009 dated 14/5/2010

Authority means any national, state, municipal or other government, statutory or government-approved authority or body having authority or jurisdiction over the lot burdened or the lot benefited.

Building means and includes, without limitation, the building or buildings now or hereafter erected upon Lots 1 and 2 in the Plan and all retaining walls, piers or piling, stairs, hard landscaping (including paving, slabs, kerbs and similar) and soft landscaping (including plants, grass, trees and similar).

Easement means each easement in this instrument and includes the conditions in relation to that easement.

Easement Site means in relation to a particular easement in this instrument the part of the Lot Burdened shown as the site of that easement on the Plan.

Grantee means the owner of a Lot Benefited or the Authority benefited (as the case may be).

Grantor means the owner of the Lot Burdened.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction on use in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction on use in this instrument.

Management Statement means the building management statement (if any) registered pursuant to section 196D of the Conveyancing Act 1919, applying to the Building and its site.

Plan means the subdivision plan to which this instrument relates.

Service, Apparatus and Pipes have the same meaning as they do in Section 196L and schedule 8B of the Conveyancing Act 1919 except that for the purposes of this instrument:

Apparatus also includes plant rooms and lift pit structures (built or to be built); and

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/aldi/miranda/88B 130510]

Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No. Sub 410/0009 dated 14/5/2010

Pipes also includes cables, tubes, wires and conduits of all kinds, chutes, ducts, sprinklers, hose reels, fire extinguishers and poles (including any part of a structure).

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) The singular includes the plural and vice versa; and
- (b) a gender includes all genders; and
- (c) a reference to a person includes a body corporate, an unincorporated body or other entity; and
- (d) where a reference is made to a person, body or authority and the person, body or authority has been renamed or replaced or has ceased to exist or its powers or functions have been transferred to or assumed by another person, body or authority, the reference shall be deemed to be a reference to the person, body or authority as then serves substantially the same objects as that person, body or authority; and
- (e) references to a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them.

1.3 Positive covenants for maintenance and repair

Section 88BA of the Act applies to any covenant in this Instrument that requires a Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site.

2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause and in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/ald/miranda/88B 130510]


Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 5 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No.506/2010 dated 14/5/2010

(a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and

(b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the ownership of the land having the benefit and burden respectively of such easements, positive covenants and restrictions on use.

3. Release and indemnity

3.1 Application

This clause applies to each easement, positive covenant and restriction on use in this instrument.

3.2 Release and Indemnity

(a) The Grantee and every Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement, positive covenant or restriction on use shall do so at his or her own risk and the Grantee releases the Grantor and its Authorised Users from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the Lot Burdened in pursuance of the rights granted under this easement, positive covenant or restriction on use other than as may be caused or contributed to by the wilful or negligent act or omission of the Grantor or its Authorised Users.

(b) The Grantee shall indemnify and keep indemnified the Grantor and its Authorised Users from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which the Grantor and its Authorised Users may become liable in respect of any loss, damage, death or injury from any cause whatsoever to the Lot

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[wjm/aldi/miranda/88B 130510]


Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
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INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 6 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No.Sub G 110/0009 dated 14/5/2010

Burdened or to any person or property within or without the Lot
Burdened, occasioned or contributed to by any act, omission, neglect,
breach of the conditions of this easement, positive covenant or
restriction on use or default of the Grantee or any Authorised User of the
Grantee except to the extent caused or contributed to by the wilful or
negligent act or omission of the Grantor or its Authorised Users.

3.3 Damage and Interference

- (a) The Grantee and every Authorised User must not unreasonably interfere with the enjoyment of the Lot Burdened.
- (b) The Grantee and every Authorised User must cause as little inconvenience, disturbance or damage as practicable to the Lot Burdened.
- (c) The Grantee and every Authorised User must restore the Lot Burdened as nearly as practical to its original condition if there is any disturbance or damage to it, unless that disturbance or damage is caused otherwise than by the Grantee or an Authorised User.

4. Terms of Easement for Services firstly referred to in the abovementioned plan

4.1 The Grantee and every Authorised User have at all times an unrestricted right:

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the passage of the Service, to any extent consistent with the rights of other persons having the same or similar rights, along or through any Services whether or not the Service existed at the time of the creation of this easement or are installed at a later time, that is for the time being within the Lot Burdened; and
- (b) to carry out an inspection of the Services to which this easement relates; and
- (c) in order to maintain the efficiency of any such Services:

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APPROVED BY SUTHERLAND SHIRE COUNCIL


Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 7 of 14)

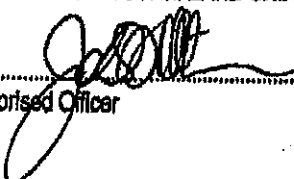
Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No ~~Sub~~ 410/0009 dated 14/5/2010

- (i) to enter the part of the Lot Burdened in respect of which the easement is created by such route as is reasonable in the circumstances, and
 - (ii) to remain there for such reasonable time as may be necessary for the purpose of installing, replacing, inspecting, cleaning, repairing, maintaining or renewing the Services or any part of the Services and of making such excavations as may be reasonably necessary; and
 - (d) to install or construct further specified Services within the Lot Burdened as approved by the Grantor, which approval is not to be unreasonably withheld, and may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out works.
- 4.2 In exercising any rights or performing any obligations in respect of this easement, the Grantee and its Authorised Users must:
- (a) except in an emergency, give a Grantor or its nominee at least 48 hours notice of its intention to enter the Burdened Lot;
 - (b) if required by a Grantor, when exercising access rights, except in an emergency, be accompanied by and comply with the directions of the Grantor's nominee;
 - (c) in an emergency, give a Grantor notice of access to the Lot Burdened wherever practicable;
 - (d) ensure all work is done properly;
 - (e) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/aldi/miranda/88B 130510]


Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
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INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 8 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No. Sub L 10/0009 dated 14/5/2010

- (f) make good any collateral damage; and
- (g) cause as little inconvenience and interruption as is practicable to Services or the usual activities carried out on the Lot Burdened.
- 4.3 Except to the extent that the Management Statement ^(if any) provides otherwise, the Grantee must repair and maintain its own Services.
- 5. **Terms of Easement for Support and Shelter secondly referred to in the abovementioned plan**
- 5.1 (a) In augmentation of the rights granted by Section 196K of the Act, the Lot Benefited has the right to subjacent and lateral support of the Building on the Lot Benefited by such parts of the Lot Burdened as are capable of affording support.
- (b) The rights granted under this easement entitle the Grantee and its Authorised Users to enter the Lot Burdened to replace, renew or restore any support.
- 5.2 (a) The Grantee and every Authorised User shall at all times while upon the Lot Burdened identify himself upon demand by the Grantor and comply with any reasonable directions of the Grantor.
- (b) The Grantor shall be entitled when required by law or in the event of an emergency to lock and keep locked or unlocked and keep unlocked the doors providing access to and from the Lot Burdened.
- (c) The rights hereby granted shall be used by the Grantee and every Authorised User so as not to interfere unduly or unreasonably with the rights of the Grantor.

Except when urgent work is required, the Grantee must:

- (d) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;

[wjm/aldi/miranda/88B 130510]

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Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 9 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No 5036/110/0009 dated 14/5/2010

- (e) enter the Lot Burdened only between the hours of 9.00am and 5.00pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
- (f) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.

6. Terms of the Easement for Emergency Pedestrian Access thirdly referred to in the abovementioned plan

The Grantor grants to the Grantee full, free and unimpeded right for the Grantee and its Authorised Users to enter and pass on foot or wheelchair (below reduced level 35.8 AHD) together with any dog for the visually or hearing impaired through the Easement Site by such route as is reasonably practicable (including all fire stairs, stairs, access and exit ramps and lifts existing from time to time) to exit the Lot Benefited in an emergency.

7. Terms of Positive Covenant fourthly referred to in the abovementioned plan

7.1 With respect to the detention facility detailed in the works as executed drawing for the stormwater drainage system number sheet 1 prepared by J Harrison Engineering Consultancy Pty Limited and amended by hand by Bruce A Johnston Registered Surveyor (Council's File Ref: DA 99/3231) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland, the proprietor of the Lot Burdened shall:

- (a) permit stormwater to be temporarily detained in the detention facility;
- (b) keep the detention facility clean and free from silt, rubbish and debris;
- (c) maintain and repair the detention facility so that it functions in a safe and efficient manner;
- (d) replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council;
- (e) not make any alterations to the detention facility or elements thereof without prior consent in writing from the Council;

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APPROVED BY SUTHERLAND SHIRE COUNCIL


Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
AND 88E OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 10 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No. Sub C 110/0009 dated 14/5/2010

(f) permit the Council or its authorised agent from time to time, upon giving reasonable notice (but at any time and without notice in the case of an emergency), to enter and inspect the land for compliance with the terms of this clause;

(g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

7.2 In the event of the proprietor of the Lot Burdened failing to comply with the terms of any written notice served with respect to the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and to recover from the proprietor of the Lot Burdened the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Act. In carrying out any work under this Clause, the Council shall take precautions to ensure that the land is disturbed as little as possible.

7.3 In this Covenant "Council" means the Sutherland Shire Council.

Name of authority empowered to release, vary or modify the covenant:

The Sutherland Shire Council

8. **Terms of the Easement for Carparking fifthly referred to in the abovementioned plan**

8.1 The Grantor grants full, free and unimpeded right to the Grantee and its invitees, respective customers, members and guests and other persons having bona fide and lawful business to pass and repass on foot onto and from and over the Lot Burdened to drive with motor vehicles onto and from and over the Lot Burdened and to stand such motor vehicles thereupon for a reasonable time and subject to any notices in the vicinity of the Lot Burdened, erected by the Grantee, for the purpose of going to the buildings standing on the Lot Benefited but not for any other purpose whatsoever subject to the following conditions:

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/aldi/miranda/88B 130510]


Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
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INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B
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Lengths are in metres

(Sheet 11 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No. Sub Cert 10/0009 dated 14/5/2010

The Grantee must ensure that:

- (i). no mechanical or other repairs to motor vehicles are carried out thereon; and
- (ii). every person authorised to use this parking easement complies with the reasonable rules (if any) notified as aforesaid by the Grantor for the orderly management of the Lot Burdened.

8.2 The Grantee must indemnify the Grantor, his contractors and employees from and against all claims demands losses costs and expenses arising from any damage to property or accidental death or injury which may be suffered upon the Lot Burdened other than such damage accident, death or injury as may be caused by the negligence or default of the Grantor, its contractors, agents or cause as little damage as is practicable to the Lot Burdened and any improvement on it.

8.3 The Grantee only has the benefit of this easement until such time as the Grantee has available to it and its respective customers, members and guests upon or in the vicinity of the Lot Burdened a car park capable of accommodating 150 motor vehicles.

9. Terms of the Easement for Cladding and Signage sixthly referred to in the abovementioned plan

9.1 In this clause:

- a) "Surfaces" means the outside surfaces of those parts of the walls of the Building above the upper surface of the rooftop floor ~~as shown in the Plan:~~
 - i) that face Wandella Road; and
 - ii) that face Penprase Lane, but only the part of the wall from the corner of Wandella Road and Penprase Lane to the western end of the Substation; and
 - iii) that is parallel to, adjoins and is immediately above the western wall of the Substation; and

[wjm/aldi/miranda/888 130510]

APPROVED BY SUTHERLAND SHIRE COUNCIL


Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
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Lengths are in metres

(Sheet 12 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No Sub Cert 10/0009 dated 14/5/2010

- iv) that form the northern western and southern faces of the Plant Room.
 - b) "Substation" means the electricity substation forming part of the Building.
 - c) "Cladding" includes all types of lining.
 - d) "Plant Room" means the plant room at the corner of Wandella Road and Penprase Lane that services Lot 1 in the Plan.
- 9.2 The Grantor grants to the Grantee and its Authorised Users the exclusive right at all times:
- a) to install, maintain, repair and replace upon the Surfaces and extending at right angles to the Surfaces for a distance of not more than 50centimetres Cladding and signs. The Cladding and signs are to be of such design, colour and materials and the signage to contain such content as the Grantee shall think fit subject to the prior written consent of the registered proprietor of Lot 2 (not to be unreasonably withheld); and
 - b) for the purpose of affixing the Cladding and signs, to drive and affix nails, screws or other attachment devices into and/or through the walls behind the Surfaces.
- 9.3 The Grantor must consent to any application made by the Grantee to any Authority for development consent to such Cladding and signs and to any appeal or application to modify any development decision by an Authority.
- 9.4 In exercising the rights conferred by this Clause, the Grantee:
- a) must keep the Cladding and signs in good repair;
 - b) may do anything reasonably necessary for the purpose of exercising such rights, including:
 - i) entering the Lot Burdened

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/aldi/miranda/88B 130510]

Authorised Officer

**INSTRUMENT SETTING OUT TERMS AND CONDITIONS OF EASEMENTS
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Lengths are in metres

(Sheet 13 of 14)

Plan: **DP1153094**

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No. Subcert 70/0009 dated 14/5/2010

- ii) taking anything on to the Lot Burdened; and
- iii) carrying out work.
- c) must ensure all work is done properly.

9.5 If the Grantee does not carry out any work which is required to be done in order for the Grantee to comply with its obligations under clause 9.4, the Grantor may at the Grantee's cost, carry out such work. The Grantor may recover such costs as a debt owing from the Grantee to the Grantor.

EXECUTION

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 **Miranda RSL Sub-Branch Club Limited ACN 000 984 250**

Authority **section 127 of the Corporations Act 2001 (Cth)**



Signature of authorised person

JEFFERY WILKIE

Name of authorised person

Director **GENERAL Manager**
CERTIFICATE HOLDER



Signature of authorised person

NORMAN PARKS

Name of authorised person

Director/Secretary

APPROVED BY SUTHERLAND SHIRE COUNCIL

[wjm/aldi/miranda/88B 130510]



Authorised Officer

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AND POSITIVE COVENANT AND RESTRICTION ON THE USE OF LAND
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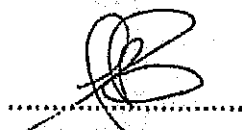
(Sheet 14 of 14)

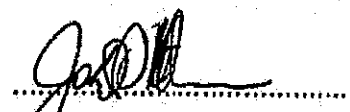
Plan

DP1153094

Plan of Subdivision of Lot 1 in
DP1034369 covered by subdivision
certificate No. Sub G/H 10/0009 dated 14/5/2010

SIGNED by SUTHERLAND SHIRE COUNCIL
in the presence of:


Signature of Witness


Signature of Authorised Officer


June Rose
Name of Witness

JOHN BRUNTON
Name of Authorised Officer

4-20 Eton Street Sutherland 2232
Address of Witness

Signed in my presence for and on behalf of Perpetual Trustee Company
Limited (A.C.N. 000 001 007) by its Attorneys

Shant Nozarian and Vanessa Milosev
who are personally known to me and each of whom declares that he/she
has been appointed by the Board of Directors of that company as an
attorney of the company for the purposes of the Power of Attorney
dated 31/02/09 (Registration No. 1555/619) and that
he/she has no notice of the revocation of his/her powers.


Signature of Witness


Signature of Attorney

Mark Callaghan
Full Name of Agents


Signature of Attorney

[wjm/aldi/miranda/88B 130510]

REGISTERED



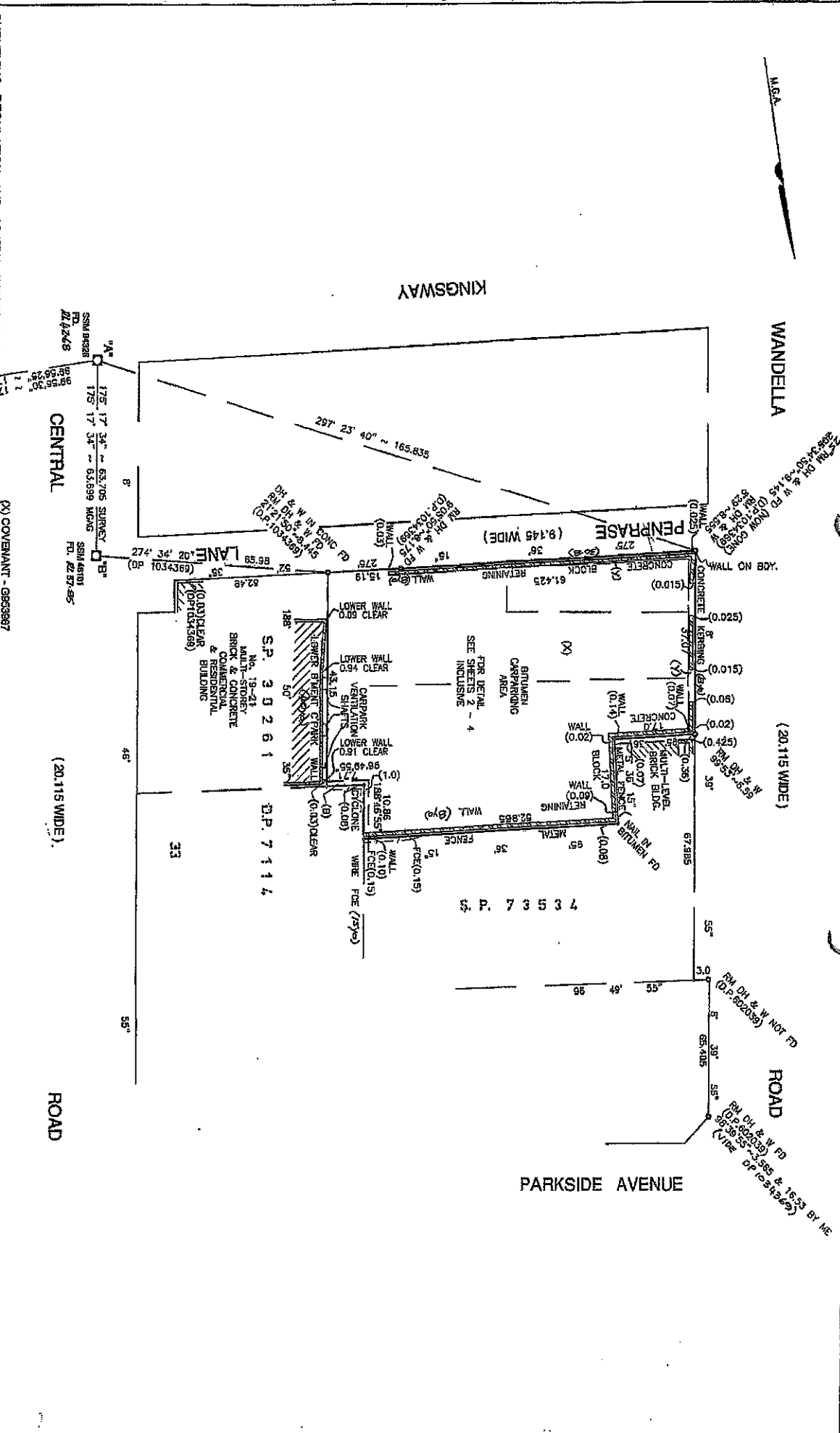
16-6-2010

Ref: /Scri:

MARK	ALTA	CO-ORDINATES	ZONE	CLASS	ORDER
SSM 44326	2261644.639	6322144.255	515	B	2
SSM 44327	224613.925	6322144.255	515	B	2
SSM 44328	224635.812	6322507.729	515	B	2

SOURCE: S.O.A.M.S. DATED 12TH FEBRUARY 2016
COMBINED SCALE FACTOR: 0.999973

SURVEYING REGULATION AND SPATIAL INFORMATION
ACT 2006: CLAUSE 61(2)



- (X) COVENANT - 0853867
- (B) EASEMENT TO DRAIN WATER 1 WIDE (D.P. 2573308).
- (Y) EASEMENT FOR CLADDING AND SIGNAGE

SURVEYOR: John A. Watson
Date of Survey: 15/12/2010
Scribe: JAC 08/10/2010

PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1034389.

L.G.A.: SUTHERLAND SHIRE
Location: MIRANDA
Subdivision No.: S-364/170/0009

Registered
16-6-2010

DP1153094 P

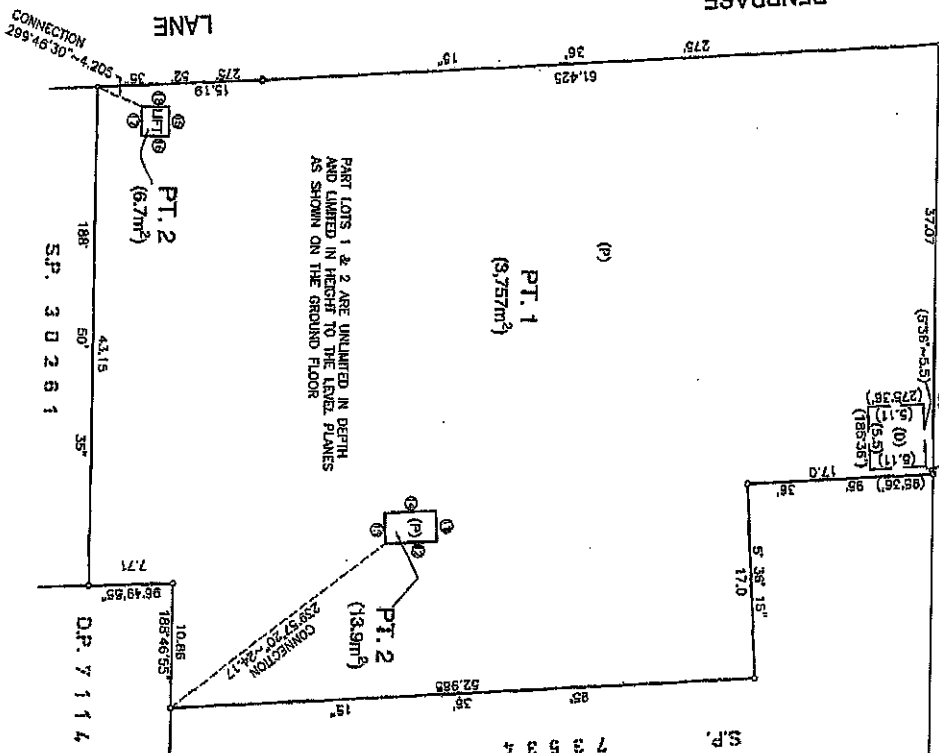
PENPRASE

WANDELLA

ROAD

WANDELLA

ROAD



SHORT LINES	
①	275.36' 15" ~ 1.4
②	5.36' 15" ~ 0.84
③	275.36' 15" ~ 4.45
④	5.36' 15" ~ 2.6
⑤	95.36' 15" ~ 5.55
⑥	5.36' 15" ~ 2.85
⑦	275.36' 15" ~ 2.7
⑧	5.36' 15" ~ 6.5
⑨	95.36' 15" ~ 2.7
⑩	5.36' 15" ~ 6.5
⑪	95.36' 15" ~ 2.6
⑫	5.36' 15" ~ 5.35
⑬	275.36' 15" ~ 2.6
⑭	5.36' 15" ~ 2.6
⑮	95.36' 15" ~ 5.35
⑯	5.36' 15" ~ 2.6
⑰	275.36' 15" ~ 2.6
⑱	5.36' 15" ~ 5.35
⑲	5.36' 15" ~ 2.6
⑳	275.36' 15" ~ 2.6
㉑	5.36' 15" ~ 5.35
㉒	5.36' 15" ~ 2.6
㉓	275.36' 15" ~ 2.6
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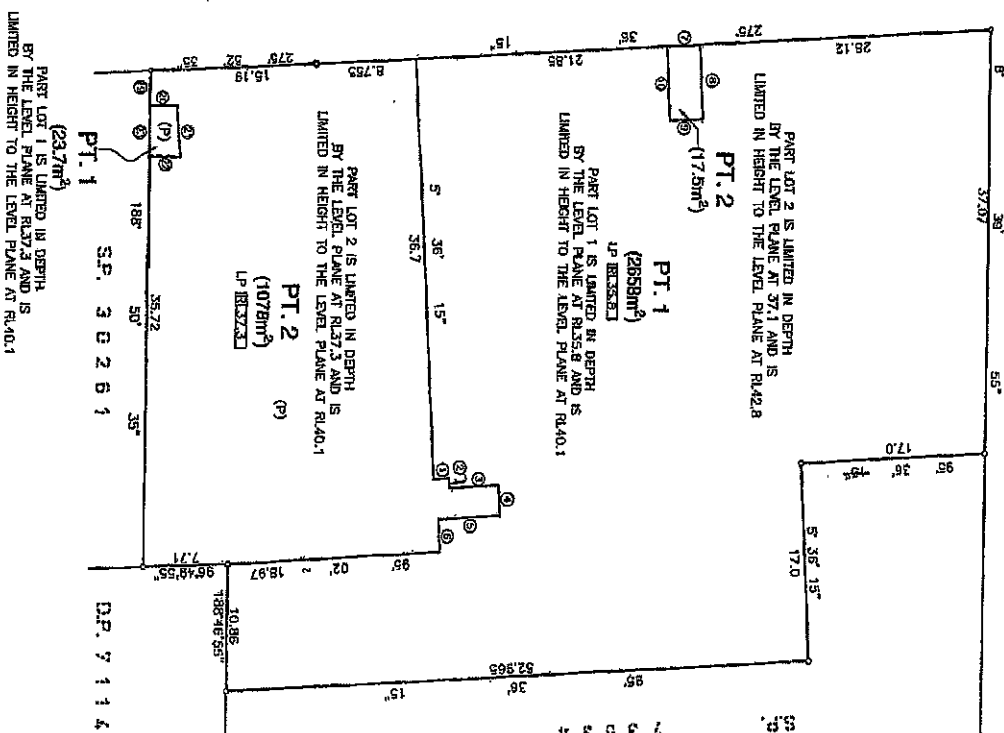
(0) APPROXIMATE POSITION OF STORMWATER DRAINAGE FACILITY.

UNDERCROFT CARPARK LEVEL

- NOTES:
1. FOR SURVEY INFORMATION SEE SHEET 1.
 2. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.
 - (P) DENOTES EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS LIMITED IN HEIGHT AND DEPTH TO THE LIMITS OF THE PART LOTS AFFECTED.
 - UP DENOTES LEVEL PLANE.
 - WHOLE OF LOT EASEMENTS:-
 1. EASEMENT FOR SERVICES
 2. EASEMENT FOR SUPPORT & SHELTER
 3. EASEMENT FOR CARPARKING
 4. EASEMENT FOR UNDERCROFT CARPARKING
- PART LOT AREAS SHOWN ON THIS SHEET ARE FOR DATA PURPOSES ONLY AND SHOULD NOT BE USED TO DETERMINE FLOOR-AREA OR PARCEL AREA.

LANE

PENPRASE



GROUND FLOOR

SURVEYOR: John A. Watson
Date of Survey: 15/2/2010
Survey: 1016 08 0233

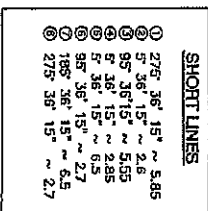
PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1084865.

L.G.A.: SUTHERLAND SHIRE
Locality: MIRANDA
Subdivision No.: SubG/1/10/0009

Registered
16-6-2010

DP1153094

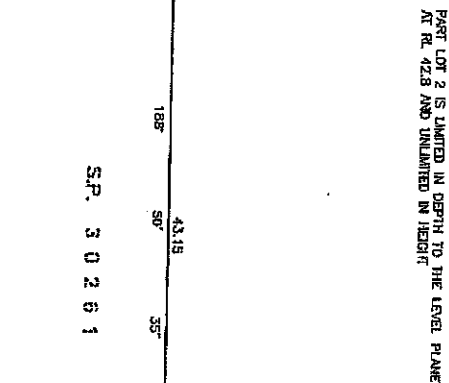
150	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500
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~~FOR USE ONLY AND SHOULD NOT BE USED TO EXERCISE
FOR AREA OR PARTICIPATE~~

20
21
22
23
24

DP1153094



01-11-2012

ROOF TOP

NOTES

1. FOR SURVEY INFORMATION SEE SHEET 1.
2. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.

L.P. DENOTES LEVEL PLANE

WHOLE LOT EASEMENTS:-

1. EASEMENT FOR STRIDES
2. EASEMENT FOR SUPPORT & SHELTER
3. POSITIVE COVENANT
4. EASEMENT FOR CATTLE PASTURE

PART LOT EASEMENTS SHOWN ON THIS SHEET ARE FOR GRASS PASTURE ONLY AND SHOULD NOT BE USED TO COUNTERMINE FLOODING OR PAVEMENT AFFECT

(V) EASEMENT FOR GRASSLAND AND SIGNAGE

**PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1034369.**

L.G.A.:	SUTHERLAND SHIRE
Locality:	MIRANDA

Registered



16-6-2010

DP1153094

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 Sheet(s)

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

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

1. EASEMENT FOR SERVICES (WHOLE LOT)
 2. EASEMENT FOR SUPPORT & SHELTER (WHOLE LOT).
 3. EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (P) (LIMITED IN STRATUM)
 4. POSITIVE COVENANT.
 5. EASEMENT FOR CARPARKING (WHOLE LOT)
 6. EASEMENT FOR STORAGE & CLADDING
- PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO RELEASE:-

1. EASEMENT FOR CARPARKING (DP1034369)
2. POSITIVE COVENANT (DP1034369)

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 hereon have been given.

Signature:

Date:

File No.:

Office:

Subdivision Certificate

I hereby 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/Authorised Certifier

Consent Authority: Sutherland Shire Council

Date of endorsement: 14/5/2010

Accreditation no:

Subdivision Certificate no: SubCert 10/0009

File no. DA09/0223

*Delete whichever is inapplicable.



DP1153094 S

Registered: 16-6-2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1034369.

L.G.A.: SUTHERLAND SHIRE

Locality: MIRANDA

Parish: SUTHERLAND

County: CUMBERLAND

Surveying Regulation, 2006

JOHN ARTHUR WATSON

of WATSON BUCHAN SURVEYORS
DX 11063, CARINGBAH

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 15/2/2010

The survey relates to LOTS 1 & 2

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

(Signature) Dated: 15/2/2010

Surveyor registered under the Surveying Act 2002

Datum line: "A" - "B"

Type: Urban/Rural

Plans used in preparation of survey/compilation:

D.P. 1034369

D.P. 7114

D.P. 602039

S.P. 30261

S P 73534

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

SURVEYOR'S REFERENCE: 08/0233

*OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 Sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 1034369.

DP1153094

Registered:  16-6-2010

Subdivision Certificate No: SubCert 10/0009

Date of Endorsement: 14/5/2010

Signed in my presence for and on behalf of Perpetual Trustee Company
Limited (A.C.N. 000 001 007) by its Attorneys
~~Shant Nozarian~~ and
who are personally known to me and each of whom I believe that he/she
has been appointed by the Board of Directors of that company as an
attorney of the company for the purposes of the Power of Attorney
dated 31/03/09 (Registration No. 51565/69) and that
he/she has no notice of the revocation of his/her powers.

Signature of Witness
Mark Callaghan

Full name of Witness

Signature of Attorney
Senior Account Executive

Signature of Attorney
Senior Account Executive

CORPORATION

MIRANDA RSH SUB-BRANCH CLUB LIMITED ACN 000 964-250

Authority SECTION 127 OF THE CORPORATIONS ACT 2001 (CTH)

Jeffery Wilkie

JEFFERY WILKIE

General Manager
Certificate Holder

J Turner
JEAN TURNER
Director

OFFICE USE ONLY

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 13/03/2021 15:41

Order No. 67009851

Certificate No: 102149241

Your Reference: 2021/2866

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - Management Statement 1236291

Available: Y


Size (KB): 901

Number of Pages: 34

Scan Date and Time: 22/11/2019 12:00

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Approved Form 12	Building Management Statement	(Sheet 1 of 34 sheets)
Registered:  21.11.2019	Office Use Only	Office Use Only DP1236291

Approved Form 12

BUILDING

MANAGEMENT


STATEMENT

FOR THE BUILDING SITUATED AT

14-16 WANDELLA ROAD, MIRANDA

Conveyancing Act 1919

S 196E; Schedule 8A

Approved Form 12	Building Management Statement	(Sheet 2 of 34 sheets)
Registered:	Office Use Only	Office Use Only
 21.11.2019		DP1236291

**BUILDING MANAGEMENT STATEMENT FOR THE BUILDING SITUATED AT
 14-16 WANDELLA ROAD, MIRANDA**

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

- Each owner for the time being of any part of the Building or its site affected by the statement; and
- A mortgagee in possession or lessee of any such part of the Building or Its site affected by the statement.

STATEMENT

ALDI FOODS PTY LTD ACN 086 210 139
 of 1, Sargents Road, Minchinbury, NSW, 2770
 The owner of lot 101

MIRANDA RSL SUB-BRANCH CLUB LIMITED ACN 000 964 250
 of 14-16 Wandella Road, Miranda NSW 2228
 The owner of lots 102 and 103.

COMPLIANCE WITH THIS STATEMENT

If you are a lessee, occupier or mortgagee in possession of a Stratum Lot in the Building or an owner, lessee, occupier or mortgagee in possession you must comply with this Statement.

1 DICTIONARY

In this Statement;

Building means the building erected or to be erected on the Land.

Business day means a day other than a Saturday on which banks in New South Wales are open for business.


Committee means the building management committee established under this Statement.

Easements mean the easements created or implied under the Conveyancing Act 1919, which benefit or burden any part of the Land.

Land means the Stratum Lots.

LEADR means Leading Edge Alternate Dispute Resolution.

Member means the owner of a lot in the Building.

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Office Use Only		Office Use Only
Registered:  21.11.2019		DP1236291

Representative means a natural person appointed by a Member.

Resolution means a resolution of the Committee.

Rules means the rules adopted by the Committee from time to time.

Schedule means the schedule attached to this Statement.

Shared Costs means the costs of the operation, maintenance and replacement of the Shared Facilities as specified in Schedule 1.

Shared Facilities means the services, facilities, machinery, equipment, insurances or other things that more than one of the Stratum Lots in the Building use. They include, without limitation, the facilities referred to in the Easements and those things in Schedule 1.

Specified Matters means:

- (a) matters referred to or requiring determination under clause 3.12(f);
- (b) matters referred to or requiring determination under clause 3.12(g);
- (c) matters referred to or requiring determination under clause 3.4(l);
- (d) any amendment, revocation or variation to this Statement;

Statement means this Building Management Statement.

Statutory Authorities means all government or semi-governmental administrative, fiscal or judicial departments or entities or any other authorities having jurisdiction over the Building.

Stratum Lots means:

- (a) stratum Lot 101;
- (b) stratum Lot 102; and
- (c) stratum Lot 103.

Structural Augmentation Works means:


- (a) any works that must be undertaken to the Building to ensure that the Building is sufficiently sound to support the improvements forming part of Lot 103 and to ensure that the structural soundness and structural integrity of Lot 101 is maintained and not adversely affected as a result of the existence of the improvements in Lot 103;
- (b) repairs, maintenance, replacement, renewal of all structures supporting Lot 103 and/or supporting any improvements in Lot 103 including any current or future improvements.

Unanimous Resolution means a resolution of the Committee in respect of which all Members have voted in favour.

You is a person bound by this Statement and **Your** has a corresponding meaning.

In this Statement:

- (a) headings are for convenience and do not affect the Interpretation of this Statement;
- (b) words meaning the singular include the plural and vice versa:

Approved Form 12	Building Management Statement	(Sheet 4 of 34 sheets)
Registered:  21.11.2019		Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center;">DP1236291</div>

- (c) a reference to a natural person includes a company, partnership, joint venture, association, corporation, body corporate, and governmental agency;
- (d) a reference to a thing includes a part of that thing;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law Includes all variations, consolidation or replacements of them;
- (f) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Statement or any part of it;
- (g) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose;
- (h) a reference to any Statement or document is to that Statement or document as amended, novated, supplemented or replaced from time to time.

2 COMPULSORY MATTERS


2.1 Management by the Committee

- (a) The Committee is responsible for the management and operation of the Shared Facilities for the Members.
- (b) The Members of the Committee are each owner of a Stratum Lot.
- (c) Each Member must appoint one Representative to represent the Member at meetings of the Committee. Any such Representative may be changed from time to time by the Member as the Member deems necessary.

2.2 Functions of the Committee and its office bearers


The functions of the Committee are:

- (i) to make decisions about the matters in this Statement;
- (ii) to operate, maintain, renew and replace Shared Facilities;
- (iii) having regard to the interests of the Members, to control use of the Shared Facilities;
- (iv) to change or add to Shared Facilities;
- (v) to effect insurances according to this Statement;
- (vi) to arrange for maintenance and other contracts so that insurances are not affected;
- (vii) to monitor the performance of Members of their obligations under this Statement and any applicable law;
- (viii) to monitor the Shared Costs;
- (ix) to comply with the Committee's obligations under this Statement;
- (x) to enter into contracts to assist the Committee to perform its functions; and
- (xi) to make Rules.

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2.3 Dispute Resolution


- (a) For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, Members or anyone bound by this Statement.
- (b) Except for debts, Members must deal with disputes in connection with this Statement according to this clause.
- (c) Disputes include, without limitation:
 - (i) the Committee unreasonably refusing to consent to an application to amend this Statement; or
 - (ii) the Committee or anyone on behalf of the Committee failing to comply with the provisions of this Statement about meetings; or
 - (iii) a dispute about a resolution of the Committee other than in respect of a Specified Matter.
- (d) The parties must endeavour in good faith to resolve disputes about this Statement before taking action under this clause.
- (e) A party may give a dispute notice to another party specifying:
 - (i) what the dispute is about;
 - (ii) the provisions of this Statement or the laws that apply to the dispute;
 - (iii) the position of the party;
 - (iv) the facts and other circumstances on which the party relies; and
 - (v) attach copies of correspondence and other documents mentioned in the dispute notice.
- (f) Within 14 days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must try to resolve the dispute by negotiation.
- (g) If the parties cannot resolve its dispute by negotiation, a party may give a mediation notice requiring the parties to:
 - (i) refer the dispute to mediation; and
 - (ii) appoint a mediator from the panel of mediators kept by LEADR, agreed to by the parties,
- (h) If the parties cannot agree on the mediator from the LEADR panel within five business days after a party gives a mediation notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines or is unavailable) to appoint a mediator from the LEADR panel.
- (i) The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on:
 - (i) the mediation procedures they will adopt; and

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- (ii) the timetable for the mediation procedures.
- (j) The mediation must take place in Sydney, New South Wales.
- (k) If the parties cannot resolve the dispute by mediation, a party may give a determination notice requiring the parties to:
 - (i) refer the dispute to an independent expert for determination; and
 - (ii) appoint an expert to determine the dispute.
- (l) If the parties cannot agree on an expert within five business days after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines or unavailable) to appoint an expert having regard to the nature of the dispute.
- (m) The parties must instruct the expert:
 - (i) to act as an expert and not an arbitrator;
 - (ii) to determine the rules for the conduct of the expert determination; and
 - (iii) to consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- (n) The expert:
 - (i) may obtain and refer to documents and information provided by the parties;
 - (ii) may require the parties to give evidence or produce documents; and
 - (iii) must determine the dispute and give written reasons for the decision.
- (o) The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.
- (p) The expert may appoint consultants to advise on the dispute.
- (q) Members may make written submissions to the expert.
- (r) Members must pay the expert's costs and expenses in the shares decided by the expert or if there is no decision about costs, equally.
- (s) For the avoidance of doubt, clauses 2.3(a) to (r) will not apply to any disputes in respect of a Specified Matter including in respect of any proposed amendment to this Statement.

2.4 Damage Policy

- (a) The Committee must take out and keep a damage policy in accordance with Schedule 8A of the Conveyancing Act 1919.
- (b) A damage policy for a building means a contract for insurance providing, in the event of the building being destroyed or damaged by fire, lightning or explosion, or any other occurrence specified in the policy:
 - (i) for the rebuilding of the Building, or the replacement of the Building by a similar building, in the event of its destruction so that the rebuilt or


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Registered:  21.11.2019		Office Use Only <div style="font-size: 2em; font-weight: bold;">DP1236291</div>

- replacement Building is no less extensive than the original building and is in a condition no worse than the original building was in when new,
- (ii) for the repair of damage to, or the restoration of the damaged part of, the Building in the event of its being damaged but not destroyed, so that the repaired or restored part is no less extensive than the original part and is in a condition no worse than the original part was in when new.
 - (iii) for the payment of expenses incurred in the removal of debris.
 - (iv) for the remuneration of architects and other persons whose services are necessary as an incident to the rebuilding, replacement, repair or restoration.
- (c) A damage policy may provide that, instead of the work and the payments being carried out or made on the occurrence of any of the events specified above the liability of the insurer is, on the occurrence of any such event, limited to an amount specified in the policy that is not less than an amount calculated by adding together the following amounts:
- (i) the estimated cost, as at the date of commencement of the damage policy, of the rebuilding or replacement of the Building in accordance with clause 2.4(b)(ii) above.
 - (ii) the estimated costs, as at the date of commencement of the damage policy, of removing debris from the site of the Building in the event of the Building's being destroyed by an occurrence specified in the policy.
 - (iii) the fees (estimated as at the date of commencement of the damage policy) payable to architects and other professional persons employed in the course of the rebuilding or replacement.
 - (iv) the estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 18 months following the date of commencement of the damage policy.
- (d) The Committee must obtain at least once every 3 years a valuation of the replacement cost and other costs under clauses 2.4(c)(i), 2.4(c)(ii) 2.4(c)(iii) and 2.4(c)(iv) of the Building by a qualified valuer and take out damage insurance according to that valuation.
- (e) A Member must not do anything by way of an act or omission to void the insurance for the Building or any part of that insurance or increase the premium for the Building insurance.
- (f) A Member must pay its respective share of the insurance premium determined under this clause as a Shared Cost.

2.5 Other Insurance

The Committee must take out and keep the other insurances referred to in clause 4 of Schedule 8A of the Conveyancing Act 1919:

- (a) in respect of any occurrence against which the Committee is required by law to insure, including any insurance required by the Workers Compensation Act 1987

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Registered:  21.11.2019		DP1236291

and the Workplace Injury Management and Workers Compensation Act 1998 to be taken out;

- (b) in respect of damage to property, death or bodily injury for which the Committee could become liable in damages, Such cover must be for at least \$20,000,000 for each event in respect of which any claim or claims may be made;
- (c) against machinery breakdown for Shared Facilities plant and equipment which is not covered under warranty;
- (d) against the possibility of the owners becoming jointly liable by reason of a claim arising in respect of any other occurrence against which Committee decides to insure;
- (e) against any damages for which the Committee could become liable by reason that, without fee or reward or any expectation of fee or reward, a person acting on behalf of the committee does work in the Building or on its site.

A Member must not do anything by way of an act or omission to void the insurance under this clause or any part of that insurance or increase the premium for the Insurance under this clause.

A Member must pay its respective share of the insurance premium determined under this clause as a Shared Cost.

2.6 Paying for additional premiums

If a Member does anything to increase an Insurance premium paid by the Committee, the Member must pay the Committee the amount by which the premium is increased.

2.7 Regular review of Insurances:


Each year the Committee must:

- (a) review its current insurance policies:
- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

The Committee must include a motion on the agenda for a meeting to determine the matters in this clause 2.7.

2.8 Service of Notices

- (a) A notice or communication to be given under this Statement must be in writing and must be:
 - (i) delivered to the addressee personally;
 - (ii) left at the current address of the addressee; or
 - (iii) sent by pre-paid ordinary post to the current address of the addressee.
- (b) A notice or communication takes effect from the time a Member receives it or from the time specified in it (whichever is the later).
- (c) A letter posted to a Member is taken to be received on the third business day after it was posted.

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Registered:  21.11.2019		Office Use Only <div style="font-size: 2em; font-weight: bold; text-align: center;">DP1236291</div>

3 OTHER MATTERS

3.1 Means of Access

Members rights to access the Shared Facilities

- (a) Members may access Shared Facilities to do things required by this Statement and allowed under an Easement so long as reasonable notice is given to the other Member, except in the case of an emergency when no prior notice is required.
- (b) Unless otherwise provided in this Statement, a Member must pay all costs associated with gaining access to the Shared Facilities under this clause.

3.2 Committee's right to access the Shared Facilities


- (a) In the case of an emergency, the Committee may do anything on the Building with respect to the Shared Facilities which should have been done by a Member under this Statement but which the Member has not done or done properly.
- (b) If the Committee exercises its right under this clause then, at the cost of the Member who has not done what is required or has not done it properly, the Committee and any persons authorised by the Committee, including a service provider may enter that part of the Building where the Shared Facilities are and remain there for as long as is reasonably necessary to remedy the default.
- (c) The Committee or the Members or person authorised by the Committee are not liable for damage arising out of the exercise of any rights under this clause, other than damage caused maliciously or negligently.
- (d) The Committee must not without the prior written consent of each of the Members affected do or allow to be done or to remain done any act or thing (including without limitation, the construction of any New Building, extensions of a building or other works or improvements) which would substantially and adversely affect the accessibility of a part of the Building to its lawful occupants.

3.3 Storage and Collection of Garbage


- (a) Each Member is responsible for the storage and collection of garbage on its lot.
- (b) Each Member must comply with any health law or regulation or any garbage management requirements of the Committee about the storage and collection of garbage.
- (c) Each Member must ensure that excessive noise or odours are not created with respect to the storage and collection of garbage on its Stratum Lot.
- (d) Subject to clause 5.4, each Member must ensure that noise or odours are not allowed to escape from its lot so as to adversely affect other Stratum Lots.
- (e) Each Member must ensure that the storage and collection of garbage does not interfere with access to another part of the Building.

3.4 Meetings of the Committee

- (a) The Committee must hold its first meeting within two months after this Statement is registered.

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- (b) Subject to clause 3.4(a) above, the Committee must hold a meeting, which must be held within 14 days of the Committee being asked or sooner if there is an emergency:
 - (i) if the Committee decides to hold a meeting;
 - (ii) if a Member or mortgagee in possession asks; or
 - (iii) at least every twelve months.
- (c) The Committee must give Members written notice, including a detailed agenda, of a meeting. At a meeting, the Committee may only deal with the matters on the agenda given to the Members with the written notice of the meeting.
- (d) The Committee must give the meeting notice to each Member according to this Statement.
- (e) The Committee may resolve a motion without holding a meeting if:
 - (i) notice of the meeting and the motions to be considered by the Committee have been given to the Members according to this Statement,
 - (ii) the Resolution is in writing; and
 - (iii) all Members have adopted the motions in writing.
- (f) The Committee must distribute minutes of its meetings to the Members within seven days after the meeting.
- (g) The Committee must appoint a chairperson to preside at each of its meetings. The chairperson must be a Representative.
- (h) The Chairperson does not have a second or casting vote.
- (i) Each Member has one vote on a Resolution.
- (j) Subject to clause 3.4(k), all decisions of the Committee must be by a majority of the Members present and voting at a meeting of the Committee.
- (k) Despite clause 3.4(j), all decisions of the Committee in respect of a Specified Matter must be by Unanimous Resolution.
- (l) The Committee may:
 - (i) amend, revoke or vary this Statement; or
 - (ii) repay all or a part of the Committees funds to a Member or Members.
- (m) The Committee may only decide to do things:
 - (i) according to this Statement; and
 - (ii) at a properly convened meeting of the Committee or by a Unanimous Resolution in writing signed by all Members without holding a meeting.
- (n) Anything done by a Representative or a Substitute Representative on behalf of a Member has the same effect as if done by that Member.
- (o) The quorum for a meeting is all Representatives, one or all of whom may be Substitute Representatives.
- (p) A Member may only vote on a motion regarding a Shared Facility if:

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- (i) the Member contributes towards the cost of the Shared Facility according to Schedule 1; and
 - (ii) the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.
- (q) Any motion in respect of the Structural Augmentation Works can only be passed if the owner of Lot 101 votes in favour of the motion.
- (r) Clause 3.4(p) does not apply to the Structural Augmentation Works.

3.5 Obligations of Members

- (a) A Member must:
- (i) promptly comply with its obligations under this Statement and any applicable laws;
 - (ii) effect and maintain the insurances required by this Statement and any applicable laws;
 - (iii) pay its contributions for the Shared Facilities and other amounts under this Statement on time;
 - (iv) make sure the Committee is properly constituted and performing its functions under this Statement;
 - (v) implement decisions of the Committee;
 - (vi) comply with the terms of the Easements; and
 - (vii) maintain its part of the Building in good repair.
- (b) The obligations of Members under this Statement are several in proportion to the agreed division of Shared Costs and not joint.
- (c) Each Member is responsible for its own acts and those of its Representative, Substitute Representative, contractors, employees, agents and invitees in occupying or using parts of another Member's property.
- (d) Each Member releases the other Members and their Representatives, Substitute Representatives, contractors, employees, agents and invitees from any costs, claims or liability unless the other Member or its Representative, Substitute Representative, contractors, employees, agents or invitees has or have been negligent or in breach of this Statement.
- (e) Each Member must require its mortgagee, tenants, contractors, employees and/or occupiers to comply with this Statement and the Easements, including taking any necessary enforcement action.
- (f) The Members and occupiers of the Building must act in good faith in their dealings with the Committee and other Members under this Statement and the Easements.

3.6 Safety and Security Measures

Each Member is responsible for the security of its lot.

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3.7 Compliance with Laws

A Member must comply with any applicable laws and any restrictions, rights or obligations contained in any licence or approval held by the Member.

3.8 Control of Trading Activities

Trading activities conducted by a Member must comply with the requirements of all relevant Statutory Authorities in respect of its lot.

3.9 Service Contracts

- (a) Service contracts with respect to the Building and its management under this Statement may be entered into for the Building.
- (b) Each Member must pay its share of any service contract fees and charges in accordance with the Schedule.

3.10 Fire Drills

- (a) The Members may, and must where required by law, conduct fire drills in and from the Building at such times and in such manner and following such routes of egress from the Building as the Committee shall from time to time determine.
- (b) For the purpose of the fire drills, each Member must allow passage by all persons who participate in the fire drills through and over such routes of egress.

3.11 Signage


Subject to the rights (if any) granted to any Member pursuant to the Easements:

- (a) a Member may install or erect signs on or near the Building relevant to the business carried on within its lot with the consent of the other Members, such consent not to be unreasonably withheld;
- (b) signs installed under this clause may only be installed with the consent of all relevant Statutory Authorities and must comply with any requirements of all relevant Statutory Authorities.

3.12 Shared Facilities

The Costs of Shared Facilities

- (a) Shared Facilities are set out in the Schedule.
- (b) The Schedule sets out how the Shared Costs are calculated for each Members use of the Shared Facilities. The Committee must calculate the costs to be charged to Members for the use of the Shared Facilities according to the Schedule.
- (c) A Member must pay its proportion of the costs for Shared Facilities. A Member must pay that proportion of the costs specified in the Schedule.
- (d) If a Member disputes:
 - (i) the determination of what is or is not a Shared Facility or a Shared Cost; or
 - (ii) the determination of how much each Member must contribute towards the costs of the Shared Facilities or a Shared Cost; or

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- (iii) asks for a review of the Shared Costs and division of Shared Costs according to this Statement,

the expert will determine the dispute in accordance with this Statement.

- (e) After the expert has determined the dispute or the Members resolve the dispute, the Member must pay the Shared Costs or the Committee must make any adjustments, according to the determination or resolution as the case may be.
- (f) Clause 3.12(d) and (e) do not apply to any dispute in respect of the Structural Augmentation Works.

Adding/Removing Shared Facilities

- (g) The Committee may:
- (i) add Shared Facilities to the Schedule if it identifies new Shared Facilities;
 - (ii) remove redundant Shared Facilities;
 - (iii) modify or replace Shared Facilities;
 - (iv) change the use of Shared Facilities;
 - (v) create new Shared Facilities; and/or
 - (vi) change or extend existing Shared Facilities.


Changing the Costs for Shared Facilities

- (h) The Committee may add Shared Costs or adjust the division of Shared Costs in the Schedule if:
- (i) the addition or adjustment more fairly divides Shared Costs;
 - (ii) new Shared Facilities are identified;
 - (iii) the use of Shared Facilities is changed;
 - (iv) new Shared Costs are identified;
 - (v) shared Facilities are repaired, modified or replaced; or
 - (vi) anything else happens that affects Shared Facilities or Shared Costs.
- (i) The Members must promptly amend the Schedule to reflect anything the Committee resolves to do under this clause.
- (j) The Committee must review the division of Shared Costs in the Schedule every five (5) years to assess the fair division of Shared Costs and make any necessary adjustment.

Redundant Shared Facilities

- (k) If a Shared Facility becomes redundant, the Committee must remove or close off the Shared Facility and make good the part of the Building where the Shared Facility is located.
- (l) Members who own or use the redundant Shared Facility must consent to the Committee removing or closing off the facility.
- (m) A Member must not unreasonably withhold its consent to a request under this clause.

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- (n) If a Member has not responded to a request under this clause within two months of being asked in writing by the Committee the Member is deemed to have refused consent.

Using Approved Contractors

- (o) Despite any other clause in this Statement, a Member may appoint a contractor to carry out building works and services in that Members Stratum Lot without the Committee's approval so long as that contractor does not do work to repair, maintain or replace or which affects the Shared Facilities.

Payment of Contributions

- (p) Each Member must promptly pay and bear its proportion of the Shared Costs either by direct payment or by reimbursement to the other Member if the other Member has paid more than its share of any Shared Costs.

Late Payments

- (q) A Member may not vote and is not required to constitute a quorum at Committee meetings if it has not paid any amount due for its proportion of the Shared Costs. A Member who has not paid its contributions or money owed to the Committee may attend meetings and may speak on motions.
- (r) A Member must pay Interest on any amount not reimbursed to the other Member on time until it is paid.
- (s) A Member must also pay interest or costs incurred to any third party in respect of the late payment by that Member of its proportion of any Shared Costs.
- (t) The Committee must calculate interest payable by one Member to the other under clause 3.12(s) on daily balances at the rate equal to 2% per annum above the unsecured overdraft rate quoted by the other Member's bank at the date the money is due.
- (u) A certificate about interest rates given to a Member by the other Member's bank is final and binding on the parties.
- (v) The Committee may recover unpaid contributions as a debt.

Interference with Shared Facilities


- (w) Except as otherwise provided for in this Statement or in any of the Easements, Members and any persons bound by this Statement must not interfere with the proper operation of the Shared Facilities.

Details About Representatives

- (x) Members must give each other the current name, address, telephone number and facsimile number or email address of its Representative.


Expert

- (y) For the purposes of this clause 3.12 'expert' means an expert appointed under clause 2.3.

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3.13 Maintenance of Building and Structures


- (a) Subject to this Management Statement and the Easements but not the Shared Facilities which are provided for in clause 3.12, each Member must at the cost of the Member:
 - (i) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Members lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service regularly inspected, maintained, repaired and kept in a sound structural and fully operation and working condition; and
 - (ii) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the Members lot.
- (b) If the Member does not from time to time or at any time adequately carry out its obligations as required under this clause the Committee may do anything reasonably necessary for the purpose of exercising the requirements of this clause, including:
 - (i) carrying out work on the Members lot to do anything that the Member has failed to do under this clause; and
 - (ii) enter the Member's lot with or without tools and equipment and remain there for any reasonable period of time for that purpose,
- (c) In exercising its rights under this clause the Committee must:
 - (i) ensure that all work is done properly;
 - (ii) cause as little interference as practicable to any occupier of the Members lot;
 - (iii) cause as little damage as is practicable to the Members lot and any improvements on it; and
 - (iv) if damage (being damage arising because the Member has not complied with this clause) is caused, restore the Member's lot as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except when urgent work is required, the Committee must:
 - (i) issue a written notice to the Member who has not adequately carried out its obligations as required under this clause identifying the obligation that has not been carried out and specifying a reasonable time (having regard to the nature of the obligation) to carry out that obligation;
 - (ii) if the Member does not carry out the obligation within the specified time, give the Member reasonable notice of intention to enter the Members lot;
 - (iii) enter the Members lot only between the hours of 9:00 am and 5:00 pm on Monday to Friday or during other times reasonably agreed by the Member;

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- (iv) comply with the reasonable directions of the Member relating to any security arrangements in place in respect of that part of the Members lot intended to be entered by the Committee; and
- (v) fully comply with the provisions of paragraph (c) of this clause 3.13.

3.14 Refurbishment and Redevelopment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of clause 3.13 the Building will require upgrading and refurbishment from time to time.
- (b) The Members agree not to unreasonably withhold their consent to any application by Members to carry out any refurbishment or upgrading works.
- (c) Subject to the preceding provisions of this clause, a Member must not redevelop or structurally add to, alter or modify its lot or any part of the Building (excluding all Interior Works as set out in clause 3.14(d)) without the approval of a Unanimous Resolution of the Committee.
- (d) A Member shall have the right from time to time to alter or deal with the interior of its lot within the confines of the boundaries of its own Stratum Lot ("**Interior Works**") provided that:
 - (i) the Member shall notify the other Member in writing of the proposed Interior Works at least 1 month before it has commenced;
 - (ii) the Member shall comply with all necessary approvals;
 - (iii) the Interior Works shall not unreasonably interfere with and must cause as little disturbance as possible to the other Members, the site of any easement benefiting that other Member's lot, or to other occupiers; and
 - (iv) the Member shall provide a release and indemnity to the other Member in relation to damage, loss or Injury arising from the Interior Works but not to the extent that a wilful or negligent act or omission by the other Member or other occupier contributes to or is a cause of any such damage, loss or injury.
- (e) For the avoidance of doubt, the Members acknowledge and agree that the construction of any building works to expand any building, improvements or structures within Lot 101 by the Lot 101 Owner are Interior Works.
- (f) When a Member carries out any building works the Member must:
 - (i) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee;
 - (ii) carry out the works in a proper and workmanlike manner with due care and consideration for the other Member and occupiers of the Building;
 - (iii) in accordance with all laws and requirements of all Statutory Authorities;
 - (iv) in accordance with any architectural code adopted by the Committee;
 - (v) repair any damage the Member (or the persons carrying out the works on that Members behalf) causes to the other lot or Building.

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3.15 Keeping Books and Records

(a) Obligations of the Committee

The Committee must keep books and records relating to the exercise of its functions and the operation, management and administration of each lot and the Building.

(b) Which books and records must the Committee keep?

Books and records which the Committee must keep include, without limitation:

- (i) an up-to-date copy of this Statement; and
- (ii) its agreements with all service contractors; and
- (iii) an up-to-date roll containing names, addresses and other contact details for each Member and their Representatives; and
- (iv) notices and minutes of meetings; and
- (v) financial statements; and
- (vi) copies of Outstanding Levy Certificates; and
- (vii) audit reports; and
- (viii) Budgets; and
- (ix) notices served on the Committee; and
- (x) correspondence sent to and by the Committee; and
- (xi) insurance records including duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances; and
- (xii) all other records relating to the administration and operation of the Building by the Committee.

(c) How long are records kept?

The Committee must keep copies of its records for at least seven years from the date of the record.

3.16 Inspecting the books and records of the Committee

(a) Who is entitled to inspect the books and records?

A Member (or a person authorised in writing by it) may inspect the books and records of the Committee.


(b) Taking copies of records

The Member may take extracts from or copy the books and records. The Member cannot remove the books and records unless the Committee agrees.

3.17 GST

(a) Amounts are exclusive of GST

Unless otherwise expressly stated, all amounts payable under or in connection with this Statement are expressed to be exclusive of any amount of GST.

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(b) Obligation to pay GST

Where GST is imposed on any supply made under or in connection with this Statement by one party (the "**supplying party**") to another party (the "**receiving party**"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

(c) Differences in amounts


If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to the supplying party will be adjusted accordingly.

(d) Reimbursement

Where one party ("**payer**") is liable to reimburse another party ("**payee**") for any expenditure incurred by the payee ("**Expenditure**"), the amount reimbursed by the payer will be the GST exclusive Expenditure plus any GST payable to the payee by the payer under this clause 3.17.

3.18 Stormwater Detention Facility

- (a) The Members agree the stormwater detention facility located in Stratum Lot 101 ("**Detention Facility**") is a Shared Facility and accordingly they shall :
- (i) permit stormwater to be temporarily detained in the Detention Facility;
 - (ii) keep the Detention Facility clean and free from silt, rubbish and debris;
 - (iii) maintain and repair the Detention Facility so that It functions in a safe and efficient manner;
 - (iv) replace, repair, alter and renew the whole or parts of the Detention Facility within the time and in the manner specified in a written notice issued by Sutherland Shire Council ("**Council**");
 - (v) not make any alterations to the Detention Facility or elements thereof without prior consent in writing from the Council;
 - (vi) comply with the terms of any written notice issued by Council in respect to the requirements of the clause within the time stated in the notice.
- (b) The Members acknowledge and agree that in the event of the Members failing to comply with the terms of any written notice served with respect to the matters in Clause 3.18, the Council or its authorised agents may enter Stratum Lot 101 with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the Detention Facility and to recover from the Members, equally, the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal costs and fees).

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4 Future Strata Management Statement

The Owners must ensure that any Strata Management Statement registered on a strata subdivision of a Stratum Lot must be on the same terms as this Statement save for any amendment agreed to by all Owners.

5 Amending this clause

This clause 5 can only be amended with the prior written consent of the ALDI Occupier.

5.1 General

- (a) If there is any inconsistency between the provisions of this Statement or any Rules or determination or Resolution of the Committee and the terms of any Development Consent in respect of the ALDI Premises, then the provisions of the Development Consent prevail.
- (b) Notwithstanding anything to the contrary in this Statement, the ALDI Occupier is not required to do anything or refrain from doing anything which would put it in breach of any Development Consent in respect of the ALDI Premises.
- (c) The ALDI Occupier is not required to do anything or refrain from doing anything which would be inconsistent with any Development Consent in respect of the ALDI Premises.

5.2 Matters relevant to a Proprietor


Notwithstanding anything to the contrary in this Statement, when carrying out any works, development, upgrades or other works in the Building, each relevant party must not, without the prior written consent of the ALDI Occupier:

- (a) do anything that would in any way interfere with the normal business being conducted from the ALDI Premises;
- (b) do anything that would in any way impact in an adverse way on the ALDI Premises;
- (c) do anything that would in any way interfere with or impact in an adverse way on the Shared Facilities used in association with the ALDI Premises.

5.3 Matters relevant to the Building Management Committee

- (a) Notwithstanding anything to the contrary in this Statement, the Committee and each relevant party may not without the prior written consent of the ALDI Occupier:
 - (i) adopt a code or make any Rule, Resolution or determination which would have an adverse effect on the ALDI Premises or the business being conducted from the ALDI Premises;
 - (ii) do anything that would in any way interfere with or impact in an adverse way on the Shared Facilities used in association with the ALDI Premises; or

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- (iii) change or alter the Shared Facilities used in association with or the Shared Costs in relation to the ALDI Premises;
- (iv) carry out any works in the ALDI Premises and it is expressly acknowledged and agreed that any works consented to, other than emergency works, are to be done outside normal trading hours of the ALDI Occupier.
- (b) Each relevant party and the Committee must:
 - (i) ensure all areas in the Building permitting access to and egress from the ALDI Premises or used by the ALDI Occupier in the Building are kept open during those hours ALDI is permitted to trade from the ALDI Premises pursuant to a current Development Consent;
 - (ii) ensure the Shared Facilities used in connection with the ALDI Premises are kept operating and available for use by ALDI during those hours the ALDI Occupier is permitted to trade from the ALDI Premises pursuant to a current Development Consent and during those hours ALDI is permitted to make deliveries to the ALDI Premises; and
 - (iii) instruct the Strata Manager and any facilities manager to ensure this occurs.

5.4 Use of the ALDI Premises

- (a) Notwithstanding anything to the contrary in this Statement, ALDI does not require the consent of the Committee, the Strata Manager or any facilities manager in order for it to deliver and transport goods, stock, services, furniture and equipment to and from the Building and the Loading Dock.
- (b) Notwithstanding anything to the contrary in this Statement, each Party acknowledges the ALDI Premises are used as a retail store and each Party agrees it will not make any objection or claim in respect of:
 - (i) the use of the ALDI Premises as a retail store in accordance with a current Development Consent;
 - (ii) the use by ALDI of the Shared Facilities, the Loading Dock and other parts of the Building permitted to be used by it by either this Statement, easement or a current Development Consent;
 - (iii) any signage in respect of the ALDI Occupier's business installed in accordance with a Development Consent;
 - (iv) any Interior Works being carried out by, for or on behalf of the ALDI Occupier at any hour including at night .
- (c) A Party other than the ALDI Occupier cannot erect signs under clause 3.11 in the area shown on the plan being Annexure 1 to this statement without the prior consent of the ALDI Occupier which can be granted or withheld at its absolute discretion.
- (d) The ALDI Occupier:
 - (i) agrees it will conduct its business from the ALDI Premises in accordance with the requirements of the Development Consent or Development Consents relevant to the ALDI Premises; and

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- (ii) agrees it will give the Committee copies of all consents relevant to its business or the ALDI Premises within 14 days of request from the Building Management Committee for a copy.

5.5 Defined terms

In this clause 5, the following words have the following meaning:

ALDI Occupier means ALDI Foods Pty Limited ACN 086 210 139 or a related entity as contemplated by the Corporations Act 2001 (C'th) or any of its successors or assignees as owner or occupier of Lot 101.

ALDI Premises means that part of the Building occupied by the ALDI Occupier and used as an ALDI grocery or general retail grocery store.

Development Consent means a consent to a development application issued under the *Environmental Planning and Assessment Act 1979* (NSW) and the expression includes a complying development certificate and all amendments and modifications to a consent or complying development certificate.


Loading Dock means the loading dock in Lot 101.

Party means an owner or occupier of a Stratum Lot or any part.

Strata Manager and manager appointed by the Committee.

6 Other

- (a) The Members and those deriving a right under this Statement through or under them acknowledge that the rights and obligations of the Owners in respect of Shared Facilities represent a fair and equitable bargain between the parties including the Lot 101 Owner having consented to the subdivision creating Lot 103 and the construction of improvements on that lot and having provided part of the land which comprises Lot 103 and that the rights of the Lot 101 Owner may not be decreased and the obligations may not be increased except with the express consent of the Lot 101 Owner.
- (b) The Owner of Stratum Lot 103 must ensure that any improvements constructed in Lot 103 are designed and constructed in a manner so that when completed they are fit for purpose for maintaining the structural soundness and structural integrity of the Building and Lot 101 and so the amenity of Lot 101 is not materially adversely affected by the improvements and Lot 103 is not materially adversely affected by the Lot 101 occupiers' operations including in respect of noise and vibration.
- (c) This Statement replaces the building management statement registered as registered dealing no. AF574108.

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SCHEDULE 1 - LIST OF SHARED FACILITIES

Unless the list of Shared Facilities in this Schedule states otherwise, Shared Facilities include:


- Any wire, cable, pipe, line, duct, chute, drain, equipment, storage tank, cooling tower, kitchen or other exhaust, flu or duct or other apparatus which are connected to or form part of a Shared Facility excluding any of those things which exclusively service one Member's lot only; and
- Any rooms or areas in which the Shared Facilities are located.

Unless the list of Shared Facilities in this Schedule states otherwise, Shared Facilities' operations include:

- The maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- Parts and consumables used in the maintenance, preventative maintenance, repair, operation, cleaning, renewal, renovation, addition to and/or replacement of Shared Facilities
- Labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- The inspection of Shared Facilities by a Statutory Authority; and
- The certification of a Shared Facility by a Statutory Authority.


SHARED FACILITY	LOCATION	DESCRIPTION	METHOD OF DIVIDING COST
Mechanical Services Stratum Lot 101 car park exhaust riser	Ground floor, mezzanine floor and roof	Exhaust riser through ground floor, mezzanine floor and roof	Method 3
Fire Systems Emergency warning and Intercom system servicing Lot 101 and Lot 102 only	All areas	Controlling the fire and building occupant warning system. Installation which include OWS speakers, fire interface as well as override switches for the car park exhaust system	Costs to be shared between the owners of Lot 101 and Lot 102 only using Method 1
Hydrant and sprinkler booster valve servicing Lot 101 and Lot 102 only	Wandella Road frontage	Controlling water supply to hydrant and sprinkler systems throughout both stratum lots	Costs to be shared between the owners of Lot 101 and Lot 102 only using Method 1
Hydrant pipework and outlets	Throughout all levels	Pipework maintenance Outlets Metered	Method 1 Method 2 Method 1

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SHARED FACILITY	LOCATION	DESCRIPTION	METHOD OF DIVIDING COST
Hydrant test water			
Sprinkler pipework and outlets	Throughout all levels		Method 2
Sprinkler alarm valve (including phone line) servicing Lot 101 and Lot 102 only	Wandella Road frontage		Costs to be shared between the owners of Lot 101 and Lot 102 only using Method 1
Fire hose reels and outlets generally	Throughout all levels	Each stratum is separately metered	Method 2
Domestic water	Throughout all levels	Each stratum is separately	Method 2
Car park hose cocks	Throughout all levels		
Stormwater	Throughout all levels	Gutters, downpipes, rainwater outlets	Method 1
		Planter drains	Method 2
Detention tank	Lot 101 car park	Jointly utilised	Method 1
Sewer			Method 3
Electrical systems			Method 1
Fire indicator panel servicing Lot 101 and Lot 102 only	Lot 101 front entry	Controlling the fire and building occupant warning system installation which include OWS speakers, fire interface as well as override switches for the car park exhaust system	Costs to be shared between the owners of Lot 101 and Lot 102 only using Method 1
Main switchboard	Penprase Lane		Method 1
House distribution board	Penprase Lane	Common board supplying the shared installation being supply to fire stairs, supply to FIP, supply to common pumps etc.	Method 1
Meter panel cupboard	Penprase Lane	Houses the meters for both stratum lots and common house installation identified above	Method 1
Telephone main distribution frame	ALDI car park	Supplying telephone lines to both stratum lots	Method 1
Fire stairs	The site of the easement for emergency pedestrian access created by DP1153094	Common fire stairs which include lighting and OWS speakers	Method 1
Insurance	All areas	Insurances pursuant to clauses 2.4 and 2.5	Method 1

ePlan

Approved Form 12	Building Management Statement	(Sheet 24 of 34 sheets)
Registered:  21.11.2019		Office Use Only <div style="font-size: 2em; font-weight: bold;">DP1236291</div>

SHARED FACILITY	LOCATION	DESCRIPTION	METHOD OF DIVIDING COST
Structural Augmentation Works	All areas	As per the definition in clause 1	Method 4

METHOD OF APPORTIONMENT OF COSTS BETWEEN THE THREE STRATUM LOTS

Method 1 — Area Basis

Cost to be shared in the same proportions as the floor area of each stratum lot bears to the aggregate floor area of each lot.

Method 2 — Split Cost

The costs of the operation, maintenance and replacement of that part of the Shared Facility as is located within a stratum lot must be paid and borne by the Member who owns that stratum lot.


Method 3 — Not Shared

The whole of the costs of the operation, maintenance and replacement of the Shared Facility must be paid and borne by the Member who owns Lot 101.

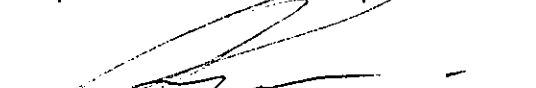
Method 4 — Not Shared


The whole of the costs of the operation, maintenance and replacement of the Shared Facility must be paid and borne by the Member who owns Lot 103.

ePlan

Approved Form 12	Building Management Statement	(Sheet 25 of 34 sheets)
Registered:	Office Use Only	Office Use Only
 21.11.2019	DP1236291	

EXECUTED by MIRANDA RSL SUB-
 BRANCH CLUB LIMITED ACN 000 964
 250 pursuant to Section 127 of the
 Corporations Act 2001 in the presence of:



 Signature of director


 Signature of ~~director~~ / company secretary
 (delete as applicable)

John Leslie Charles Kavan
 Name of director (print)

MICHAEL COLVEY
 Name of ~~director~~ / company secretary
 (print)

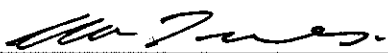
ePlan

Approved Form 12	Building Management Statement	(Sheet 26 of 34 sheets)
Registered:  21.11.2019	Office Use Only	Office Use Only DP1236291

EXECUTED by Miranda Central Pty Ltd)
ACN 605 039 585 (as trustee for the)
Miranda Unit Trust)

Signature of director

Name of director (print)




Signature of director/company secretary /sole director
(delete as applicable)

John William Inner

Name of director/company secretary (print)
Sole

ePlan

Approved Form 12	Building Management Statement	(Sheet 27 of 34 sheets)
Registered:  21.11.2019	Office Use Only	Office Use Only DP1236291


~~SIGNED by
as attorney for under a power of attorney
dated
in the presence of~~)
)
)
)

~~_____
Signature of witness~~

~~_____
Name of witness (print)~~

See page 28 of 34

ePlan

Approved Form 12	Building Management Statement	(Sheet 28 of 34 sheets)
Registered:  21.11.2019	Office Use Only	Office Use Only DP1236291

Signed for and on behalf of

Aldi Foods Pty Limited (ABN 18 086 210)

By a duly appointed attorney *Alexander*
[*David Foster*] pursuant to power of
attorney registered Book [*4742*]
No [*326*] in the presence of:

Signature of witness

Anthony Cox

Name of witness (please print)

*10 Briando Rd.
Prestons 2170 NSW.*

Address of witness (please print)

Signature of attorney (I have no notice of
revocation of the power of attorney under
which I sign this document)

Alex Foster.

Name of attorney (please print)

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

Signature of witness: *[Signature]*

Name of witness: *Simon Cubbo*

Address of witness: *16 CENTRAL SQUARES
WAY FAIRY MEADOW NSW
2519*

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

Signature of attorney: *[Signature]*

Attorney's name: *ALAN BURTON*


Attorney's position: *AREA MANAGER*

Signing on behalf of: **COMMONWEALTH BANK OF
AUSTRALIA ABN 48 123 123 124**

Power of attorney - Book: *4651*

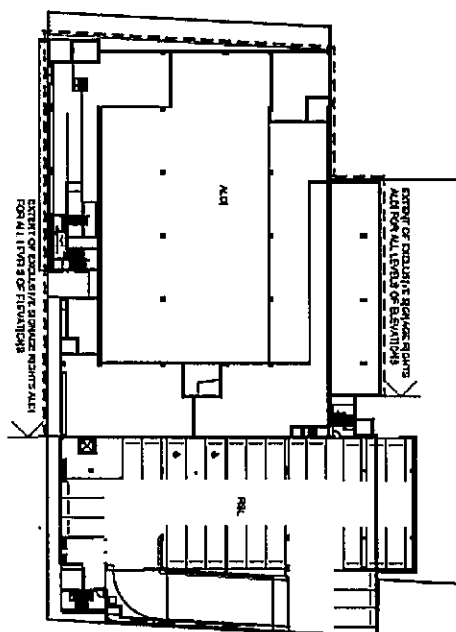
- No: *555*

ePlan


Approved Form 12	Building Management Statement	(Sheet 29 of 34 sheets)
Registered:  21.11.2019	Office Use Only	Office Use Only DP1236291

ANNEXURE 1 - SIGNAGE CONTROL ZONE PLAN

DP1236291


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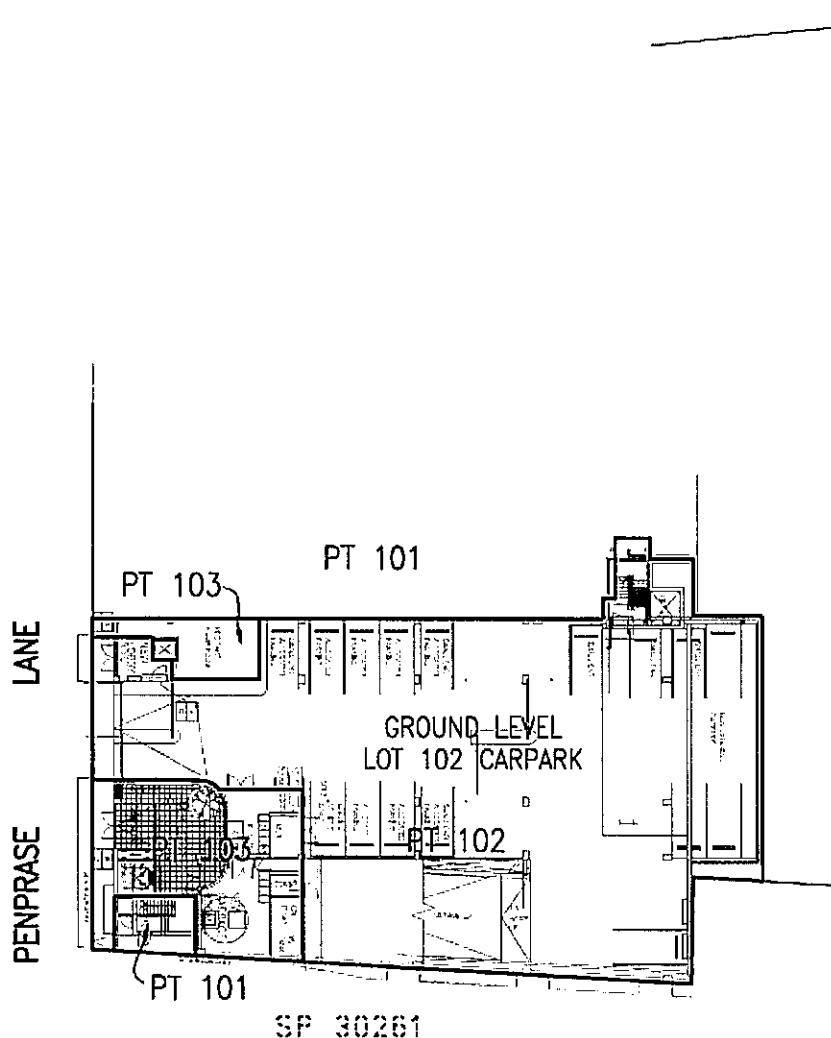
ePlan

Approved Form 12	Building Management Statement	(Sheet 31 of 34 sheets)
Registered:  21.11.2019	Office Use Only	Office Use Only DP1236291


ANNEXURE 2 - LOT 102 CAR PARK


ePlan

Approved Form 12	Building Management Statement	(Sheet 32 of 34 sheets)
Registered:  21.11.2019		Office Use Only <div style="font-size: 2em; font-weight: bold;">DP1236291</div>




DATE	BY	REVISION	ISSUE
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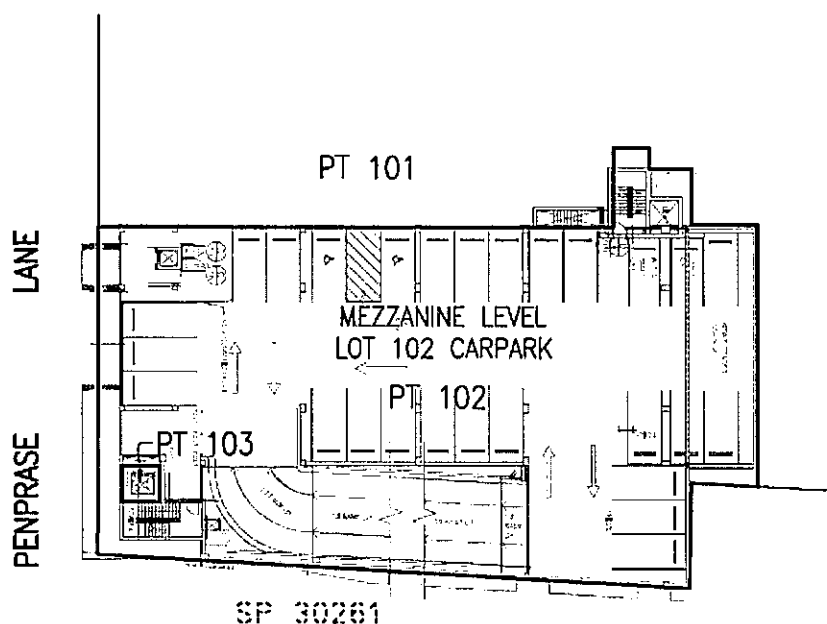
 Liability limited by a scheme approved under Professional Standards Legislation



LOT 102 CAR PARKING LEVELS GROUND LEVEL	 Suite 301, Level 3, 55 Holt Street Surry Hills NSW 2010 PO Box 1807 Strawberry Hills NSW 2012 t: (02) 9212 4655 f: (02) 9212 5254 email: reception@linkersurveying.com.au web site: www.linkersurveying.com.au	DATE: 29.09.17
		DRAWN: TM/DK
		RATIO: 1:400
		REF.: 150503
		ISSUE: 1

X:\15JOBS\150503 MIRANDA CARPARK\FINAL STRATUM\150503 SKETCH PLAN\150503 GROUND LEVEL.DWG

ePlan


Approved Form 12	Building Management Statement	(Sheet 33 of 34 sheets)
Office Use Only		Office Use Only
Registered:  21.11.2019		DP1236291

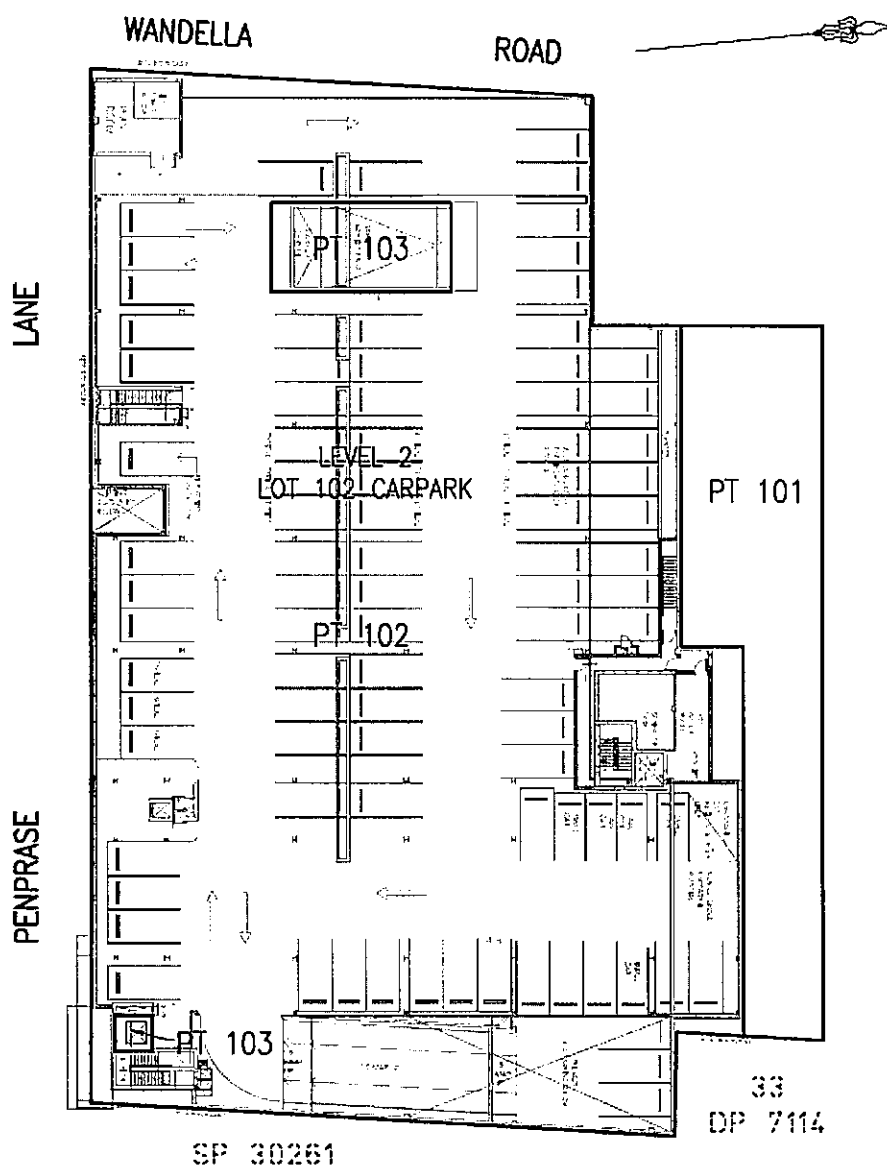


			 Liability limited by a scheme approved under Professional Standards Legislation	
DATE	BY	REVISION	ISSUE	
LOT 102 CAR PARKING LEVELS MEZZANINE LEVEL			 Suite 301, Level 3, 55 Holt Street Surry Hills NSW 2010 PO Box 1807 Strawberry Hills NSW 2012 t: (02) 9212 4655 f: (02) 9212 5254 email: reception@linkersurveying.com.au web site: www.linkersurveying.com.au	
			DATE: 29.09.17	
			DRAWN: TM/DK	
			RATIO: 1:400	
			REF.: 150503	
			ISSUE: 1	

X:\15\085\150503 MIRANDA CARPARK\FINAL STRATUM\150503 SKETCH PLAN\150503 MEZZANINE LEVEL.DWG

ePlan

Approved Form 12	Building Management Statement	(Sheet 34 of 34 sheets)
Registered:	Office Use Only	Office Use Only
 21.11.2019	<h1>DP1236291</h1>	



DATE	BY	REVISION	ISSUE
<div style="display: flex; justify-content: space-between;"> <div> <p>LOT 102 CAR PARKING LEVELS LEVEL 2</p> </div> <div> <p>LINKER veris A Veris Company</p> </div> <div> <p>Suite 301, Level 3, 55 Holt Street Surry Hills NSW 2010 PO Box 1807 Strawberry Hills NSW 2012 t: (02) 9212 4655 f: (02) 9212 5254 email: reception@linkersurveying.com.au web site: www.linkersurveying.com.au</p> </div> <div> <p>DATE: 29.09.17 DRAWN: TM/DK RATIO: 1:400 REF.: 150503 ISSUE: 1</p> </div> </div>			

X:\15J085\150503 MIRANDA CARPARK\FINAL STRATUM\150503 SKETCH PLAN\150503 LEVEL 2.DWG

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 13/03/2021 15:41

Order No. 67009851

Certificate No: 102149239

Your Reference: 2021/2866

Certificate Ordered: NSW LRS - Copy of Plan - Deposited Plan 1236291

Available: Y

Size (KB): 688

Number of Pages: 12

Scan Date and Time: 22/11/2019 12:00

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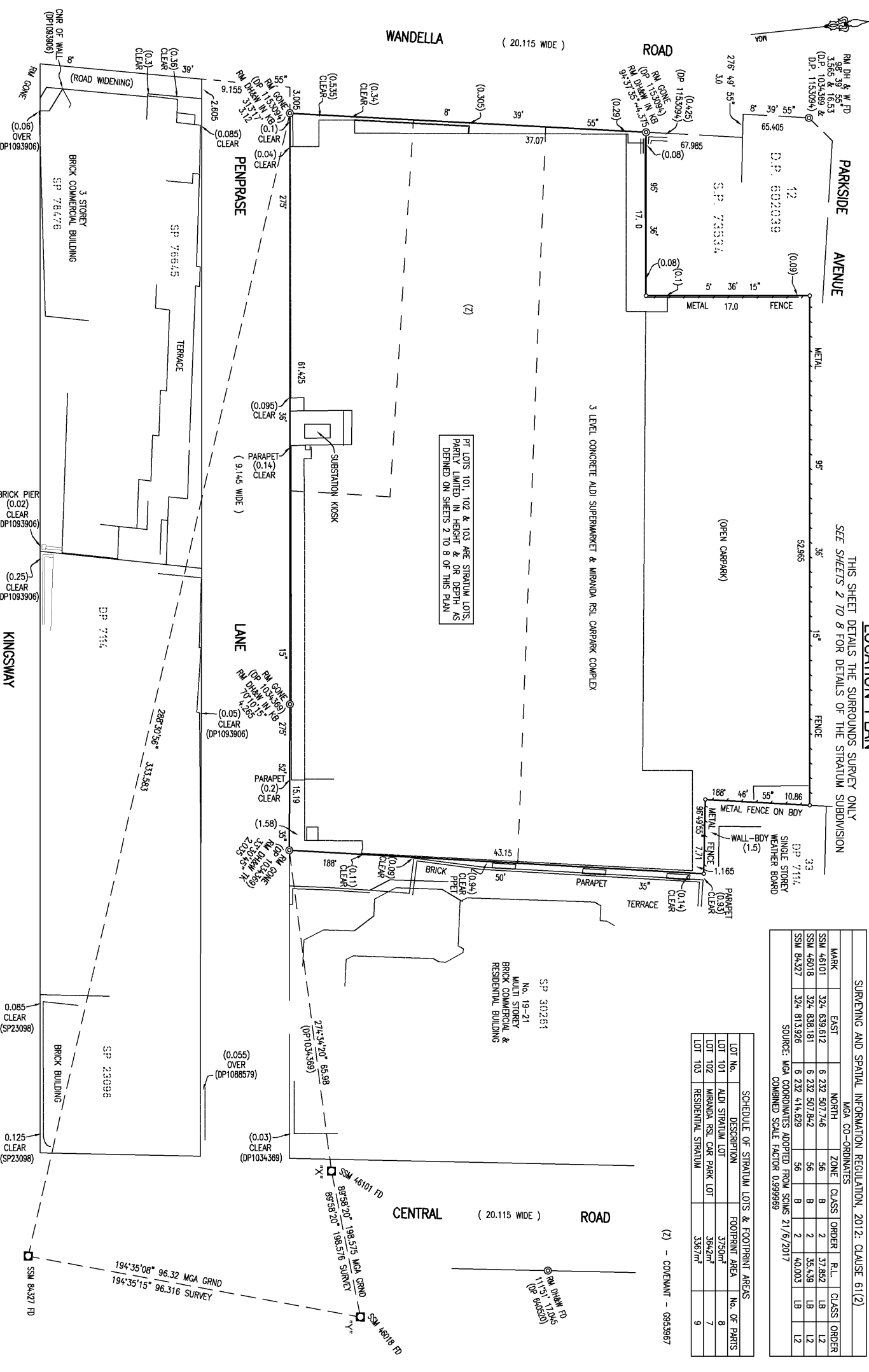
LOCATION PLAN

THIS SHEET DETAILS THE SURROUNDS SURVEY ONLY
SEE SHEETS 2 TO 8 FOR DETAILS OF THE STRATUM SUBDIVISION

SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 61(2)									
MGA CO-ORDINATES									
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER	
SSM 48101	324 639.612	6 232 507.746	56	B	2	37.862	1B	L2	
SSM 48018	324 838.181	6 232 507.842	56	B	2	35.439	1B	L2	
SSM 84327	324 813.928	6 232 414.829	56	B	2	40.003	1B	L2	
SOURCE: MGA COORDINATES ADOPTED FROM SCMS 21/6/2017 COMBINED SCALE FACTOR 0.999989									

SCHEDULE OF STRATUM LOTS & FOOTPRINT AREAS			
LOT No.	DESCRIPTION	FOOTPRINT AREA	No. OF PARTS
LOT 101	ALDI STRATUM LOT	3750m ²	8
LOT 102	MIRANDA RSL CAR PARK LOT	3642m ²	7
LOT 103	RESIDENTIAL STRATUM	3367m ²	9

(Z) - COVENANT - 09353967



Scale 1:2500

Surveyor: TASY MORANIS
Date of Survey: 31/08/2017
Surveyor's Ref: 150503 SUB-TM

PLAN OF SUBDIVISION OF LOTS 1 & 2
IN D.P.1153094 AND RELEASE OF
EASEMENTS FROM LOTS 12, 13, 14, & 15
IN DP 7114, AND LOT 1 IN DP 362722

LGA: SUTHERLAND SHIRE
Locality: MIRANDA
Subdivision No: 19/0040
Lengths are in metres. Reduction Ratio 1:2500

REGISTERED
21.11.2019

DP1236291

SCHEDULE OF STRATUM LOTS

LOT 101 - ALDI STRATUM LOT
LOT 102 - MIRANDA RSL CARPARK STRATUM LOT
LOT 103 - RESIDENTIAL STRATUM LOT

UNDERCROFT PARKING LEVEL

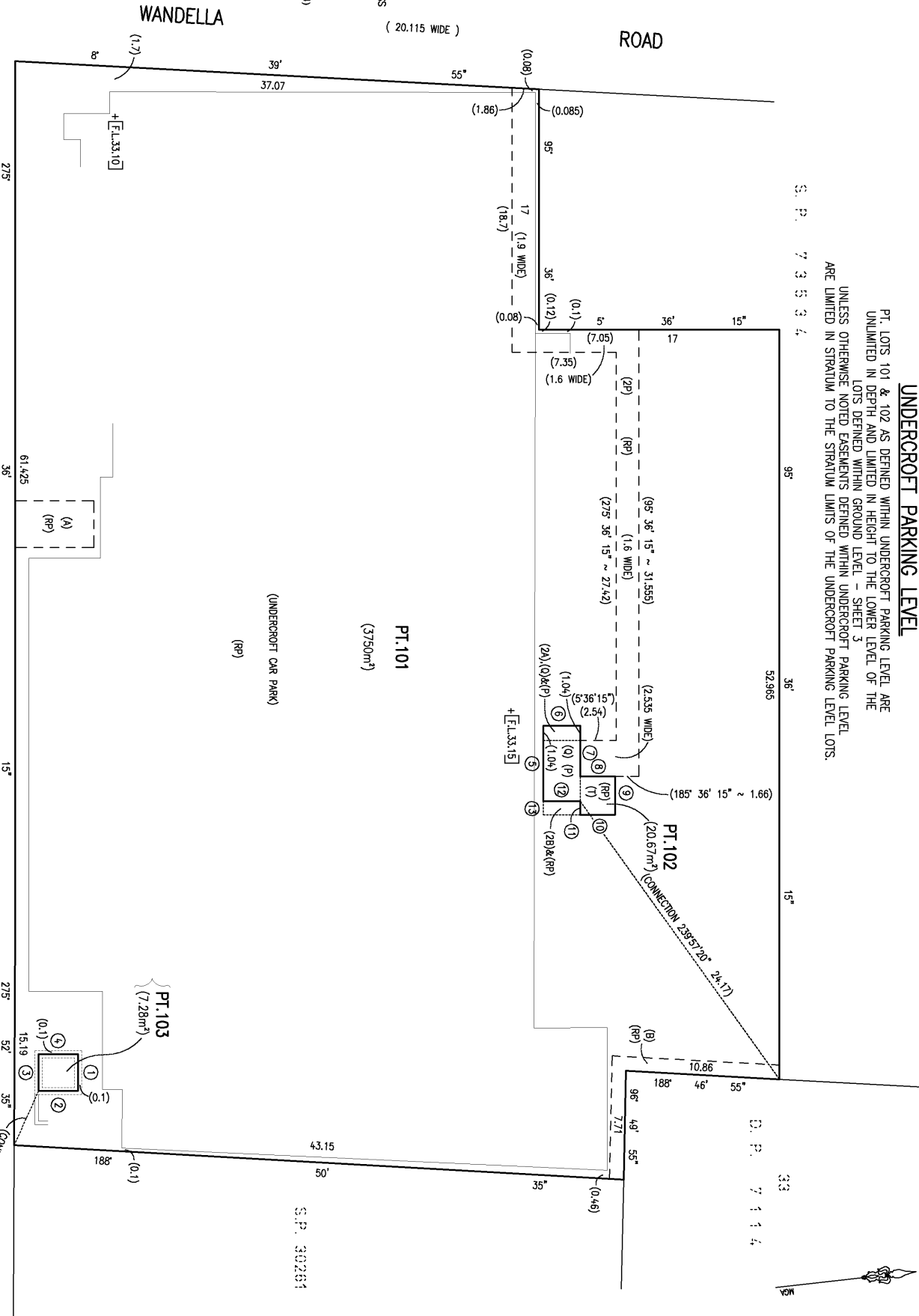
PT. LOTS 101 & 102 AS DEFINED WITHIN UNDERCROFT PARKING LEVEL ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LEVEL OF THE LOTS DEFINED WITHIN GROUND LEVEL - SHEET 3
UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN UNDERCROFT PARKING LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE UNDERCROFT PARKING LEVEL LOTS.

KEY
+[E.L.] DENOTES EXISTING FLOOR LEVEL R.L.

- (A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (AG 630872)
(B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.575309)
(P) EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (LIMITED IN STRATUM) (D.P.1153094)
(Q) EASEMENT FOR CARPARKING (D.P.1153094)
(T) POSITIVE COVENANT (D.P.1153094)
(2A) EASEMENT FOR ACCESS AND USE VARIABLE WIDTH (LIMITED IN STRATUM)
(2B) EASEMENT FOR FIRE STAR PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(2P) EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS 1.6, 1.9, & 2.535 WIDE (LIMITED IN STRATUM)
(RP) DENOTES EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (LIMITED IN STRATUM) (DP 1153094) TO BE RELEASED
- (T) - BENEFITED BY:
- EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (LIMITED IN STRATUM) (DP1153094)
- EASEMENT FOR CLADDING AND SIGNAGE (DP1153094)

No.	BEARING	DISTANCE
-----	---------	----------

(1)	95°36'15"	2.6
(2)	185°36'15"	2.8
(3)	275°36'15"	2.6
(4)	5°36'15"	2.8
(5)	275°36'15"	5.35
(6)	5°36'15"	2.6
(7)	95°36'15"	3.58
(8)	5°36'30"	2.475
(9)	95°36'30"	2.73
(10)	185°36'30"	2.475
(11)	275°36'15"	0.96
(12)	185°36'15"	2.6
(13)	95°36'15"	0.96



SCHEDULE OF WHOLE OF LOT EASEMENTS
EASEMENT FOR SUPPORT & SHELTER AFFECTING LOTS 101, 102 & 103.
EASEMENT FOR FIRE STRIPS & PASSAGES AFFECTING LOT 102
EASEMENT FOR SERVICES AFFECTING LOTS 101, 102 & 103.
EASEMENT TO ACCESS SHARED FACILITIES AFFECTING LOTS 101, 102, & 103.
THE WHOLE OF LOT EASEMENT DETAILS ARE NOT REPEATED ON THE FOLLOWING SHEETS.

PENPRASE

LANE

Surveyor: TASY MORANIS
Date of Survey: 31/08/2017
Surveyor's Ref: 150503 SUB-TM

PLAN OF SUBDIVISION OF LOTS 1 & 2
IN D.P.1153094 AND RELEASE OF
EASEMENTS FROM LOTS 12, 13, 14, & 15
IN DP 7114, AND LOT 1 IN DP 362722

LCA: SUTHERLAND SHIRE
Locality: MIRANDA
Subdivision No: 190040
Lengths are in metres. Reduction Ratio 1:200(A2)

REGISTERED
21.11.2019

DP1236291

SCHEDULE OF STRATUM LOTS

LOT 101 - ALD STRATUM LOT
LOT 102 - MIRANDA BSL CARPARK STRATUM LOT
LOT 103 - RESIDENTIAL STRATUM LOT

KEY

- [P R.L.....] DENOTES LEVEL PLANE AT THE NOTED R.L. BEING THE LOWER LIMIT OF THE STRATUM LOT.
[P R.L.....] DENOTES LEVEL PLANE AT THE NOTED R.L. BEING THE LOWER LIMIT OF THE NOTED EASEMENT.
[SP] & [SLOPING PLANE] DENOTES REGULAR SLOPING PLANE BETWEEN THE TWO NOTED R.L.'s BEING THE LOWER LIMIT OF THE NOTED EASEMENT.
[R.L.....] DENOTES R.L. DENING A SLOPING PLANE.
[R.L.....] DENOTES EXISTING FLOOR LEVEL R.L.

- (A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (AG 636872)
(B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.575309)
(P) EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (LIMITED IN STRATUM) (D.P.1153094)
(Q) EASEMENT FOR CARPARKING (D.P.1153094)
(T) POSITIVE COVENANT (D.P.1153094)
(V) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
(W) EASEMENT FOR ACCESS AND USE VARIABLE WIDTH (LIMITED IN STRATUM)
(2B) EASEMENT FOR FIRE STAIR PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(2C) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (SEE NOTE 1)
(2E) EASEMENT FOR ACCESS TO PLANT ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (SEE NOTE 1)
(2G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM)

(NOTE 1) EASEMENTS (2C) & (2E) ARE LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANE AS DEFINED IN THIS SHEET AND ARE LIMITED IN HEIGHT TO THE UPPER STRATUM LIMIT OF LOT 102 AS DEFINED ON THIS SHEET.

(AREA "A") - REFER TO TERMS OF 888 DOCUMENT

SCHEDULE OF SHORT & CURVED LINES

No.	BEARING	DISTANCE	ARC RADIUS
(1)	275°36'15"	1.4	
(2)	5°36'15"	0.94	
(3)	275°36'15"	4.45	
(4)	5°36'15"	2.6	
(5)	95°36'15"	1.54	
(6)	5°36'15"	3.095	
(7)	95°36'15"	4.14	
(8)	32°47'30"	1.46	1.5
(9)	5°36'15"	1.805	
(10)	5°36'15"	12.4	
(11)	95°36'15"	1.265	
(12)	185°05'30"	6.09	
(13)	95°36'15"	3.9	
(14)	275°36'15"	4.28	
(15)	132°46'	1.505	
(16)	95°36'15"	1.4	
(17)	5°36'15"	2.05	
(18)	5°36'15"	0.725	
(19)	95°36'15"	7.67	
(20)	95°36'15"	4.01	
(21)	5°36'15"	2.85	
(22)	185°36'15"	0.75	

WANDELLA

(20.115 WIDE)

ROAD

PT. LOTS 101, 102 & 103 AS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN MEZZANINE LEVEL - SHEET 4, UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN GROUND LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE GROUND LEVEL LOTS.

GROUND LEVEL

PENPRASE

LANE

(9.145 WIDE)

REGISTERED

21.11.2019

DP1236291

Surveyor: TASY MORANIS
Date of Survey: 31/08/2017
Surveyor's Ref: 150503 SUB-TM

PLAN OF SUBDIVISION OF LOTS 1 & 2
IN D.P.1153094 AND RELEASE OF
EASEMENTS FROM LOTS 12, 13, 14, & 15
IN DP 7114, AND LOT 1 IN DP 362722

LCA: SUTHERLAND SHIRE
Locality: MIRANDA
Subdivision No: 190040
Lengths are in metres. Reduction Ratio 1:200(A2)

(T) - BENEFITED BY
- EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS
(LIMITED IN STRATUM) (D.P.1153094)
- EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)

SCHEDULE OF STRATUM LOTS

- LOT 101 - ADJ STRATUM LOT
- LOT 102 - MIRANDA RSL CARPARK STRATUM LOT
- LOT 103 - RESIDENTIAL STRATUM LOT

MEZZANINE LEVEL - (LEVEL 1 CAR PARK)

PT. LOTS 101, 102 & 103 AS DEFINED WITHIN MEZZANINE LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN ROOF TOP (LEVEL 2) - SHEET 5 UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN MEZZANINE LEVEL ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE MEZZANINE LEVEL LOTS.

KEY

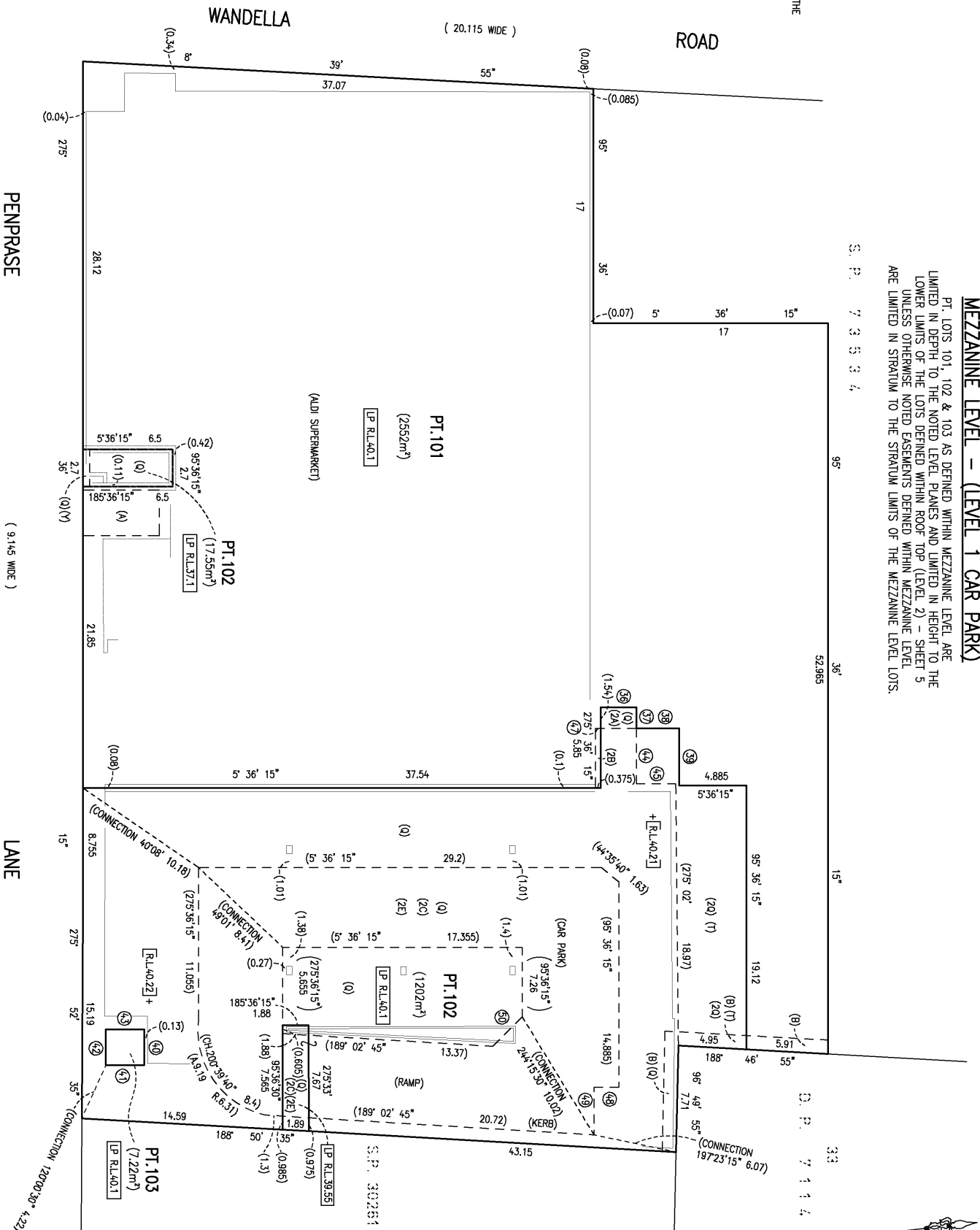
[P R.L.....] DENOTES LEVEL PLANE AT THE NOTED R.L. BEING THE LOWER LIMIT OF THE STRATUM LOT.

[+R.L.....] DENOTES EXISTING FLOOR LEVEL R.L.

- (A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (AG 630872)
- (B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.5/5309)
- (Q) EASEMENT FOR CARPARKING (D.P.1153094)
- (V) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
- (1) POSITIVE COVENANT (D.P.1153094)
- (2A) EASEMENT FOR ACCESS AND USE VARIABLE WIDTH (LIMITED IN STRATUM)
- (2B) EASEMENT FOR FIRE STAIR PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
- (2C) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (2Q) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM)
- (2E) EASEMENT FOR ACCESS TO PLANT ROOM VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF SHORT LINES

No.	BEARING	DISTANCE
(36)	5°36'15"	2.6
(37)	95°36'15"	1.54
(38)	5°36'15"	3.095
(39)	95°36'15"	4.14
(40)	95°36'15"	2.6
(41)	185°36'15"	2.775
(42)	275°36'15"	2.6
(43)	5°36'15"	2.775
(44)	95°36'15"	4.01
(45)	5°36'15"	2.85
(46)	185°36'15"	0.728
(47)	185°36'15"	0.375
(48)	185°36'15"	1.79
(49)	95°36'15"	3.46
(50)	174°33'	3.02



PENPRASE

(9.145 WIDE)

LANE

(1) - BENEFITED BY:

- EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (LIMITED IN STRATUM) (DP1153094)
- EASEMENT FOR CLADDING AND SIGNAGE (DP1153094)

Surveyor: TASY MORANIS
Date of Survey: 31/08/2017
Surveyor's Ref: 150503 SUB-TM

PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1153094 AND RELEASE OF EASEMENTS FROM LOTS 12, 13, 14, & 15 IN DP 7114, AND LOT 1 IN DP 362722

LGA: SUTHERLAND SHIRE
Locality: MIRANDA
Subdivision No: 19/0040
Lengths are in metres. Reduction Ratio 1:200(A2)

REGISTERED
21.11.2019

DP1236291

PT.103

LP RL45.65 (LEVEL 3)

LEVEL 2

PT.102
(20)
(2E)

PT.103

PT.102

PT. LOTS 101, 102 & 103 AS DEFINED WITHIN LEVEL 2 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AT RL42.8 AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS DEFINED WITHIN LEVEL 3 - SHEET 6 EXCEPT AS VARIED BY SECTION "A"-A" UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN LEVEL 2 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LEVEL 2 LOTS.

PT.101

SECTION "A"-A"

SCALE 1:100

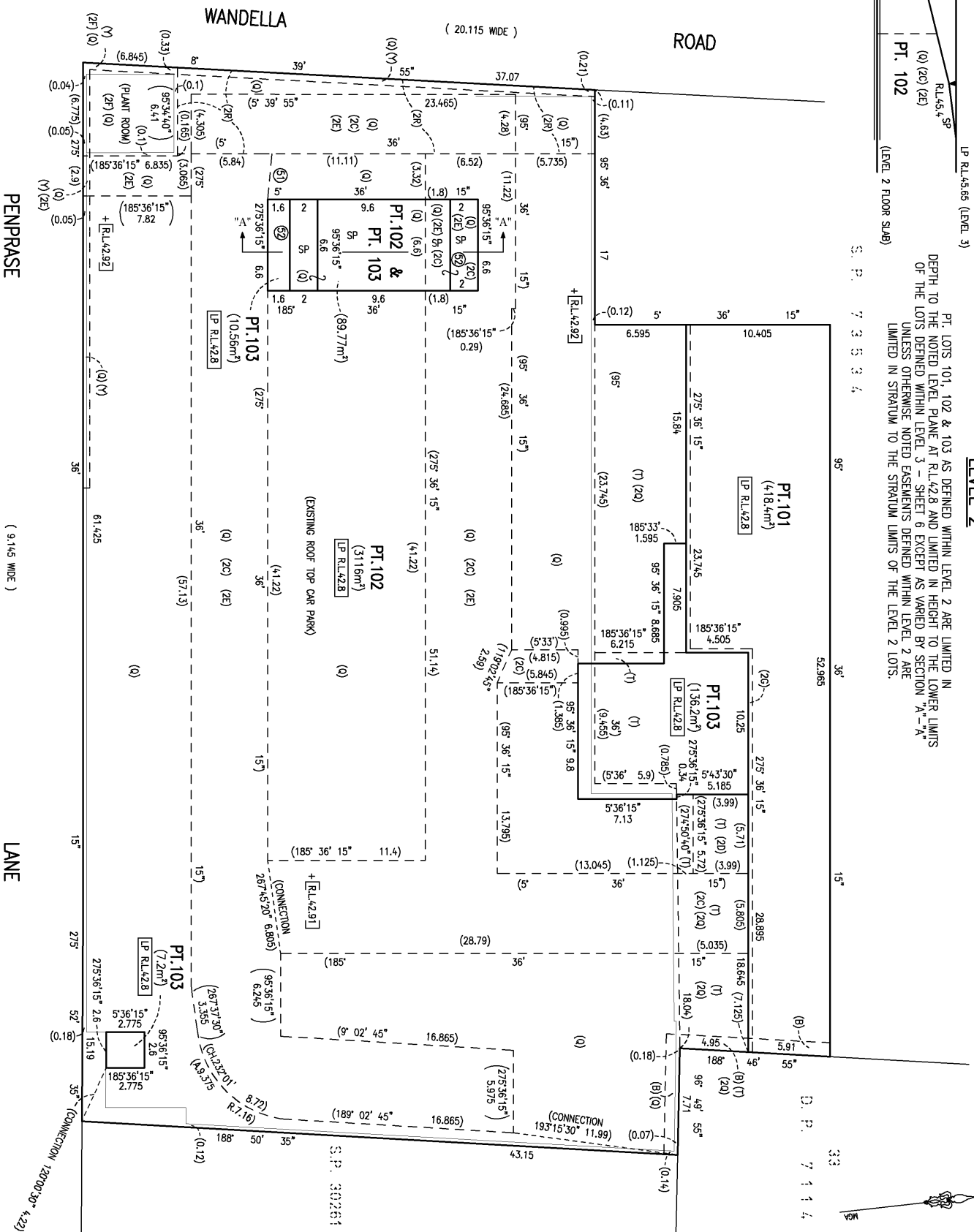
SCHEDULE OF STRATUM LOTS
LOT 101 - ALDI STRATUM LOT
LOT 102 - MIRANDA RSL CARPARK STRATUM LOT
LOT 103 - RESIDENTIAL STRATUM LOT

No	BEARING	DISTANCE
(5)	(267°36'30"	3.335
(6)	(95°36'15"	6.6

KEY
[LP RL.....] DENOTES LEVEL PLANE AT THE NOTED R.L. BEING THE LOWER LIMIT OF THE STRATUM LOT.
[SP] DENOTES SLOPING PLANE BETWEEN THE NOTED R.L.'S AS SHOWN IN SECTION "A"-A"
[RL.....] DENOTES EXISTING FLOOR LEVEL R.L.

(1) BENEFITED BY:
EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS
(LIMITED IN STRATUM) (DP1153094)
- EASEMENT FOR CLADDING AND SIGNAGE (DP1153094)

- (B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.575309)
- (Q) EASEMENT FOR CARPARKING (D.P.1153094)
- (1) POSITIVE COVENANT (D.P.1153094)
- (Y) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
- (2C) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (20) EASEMENT FOR CAR WASH BAY 3.99 WIDE (LIMITED IN STRATUM)
- (2E) EASEMENT FOR ACCESS TO PLANT ROOM VARIABLE WIDTH (LIMITED IN STRATUM)
- (2F) EASEMENT TO ACCESS AND USE ENCROACHING PLANT ROOM VARIABLE WIDTH (LIMITED IN STRATUM)
- (2G) EASEMENT FOR ENCROACHMENT 0.3 WIDE (LIMITED IN STRATUM)
- (2G) EASEMENT FOR CARPARKING VARIABLE WIDTH (LIMITED IN STRATUM)
- (2F) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (LIMITED IN STRATUM)



Surveyor: TASY MORANIS
Date of Survey: 31/08/2017
Surveyor's Ref: 150503 SUB-TM

PLAN OF SUBDIVISION OF LOTS 1 & 2
IN D.P.1153094 AND RELEASE OF
EASEMENTS FROM LOTS 12, 13, 14, & 15
IN DP 7114 AND LOT 1 IN DP 362722

LCA: SUTHERLAND SHIRE
Locality: MIRANDA
Subdivision No: 19/0040
Lengths are in metres. Reduction Ratio 1:200(A2)

REGISTERED
21.11.2019

DP1236291

SCHEDULE OF STRATUM LOTS

LOT 101 - ALD STRATUM LOT
LOT 102 - MIRANDA RSL CARPARK STRATUM LOT
LOT 103 - RESIDENTIAL STRATUM LOT

LEVEL 3

PT. LOTS 101 & 103 AS DEFINED WITHIN LEVEL 3 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANES AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT RL.48.5 BEING THE LOWER LIMIT OF THE LOTS DEFINED WITHIN LEVEL 4 - SHEET 7 UNLESS OTHERWISE NOTED EASEMENTS DEFINED WITHIN LEVEL 3 ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LEVEL 3 LOTS.

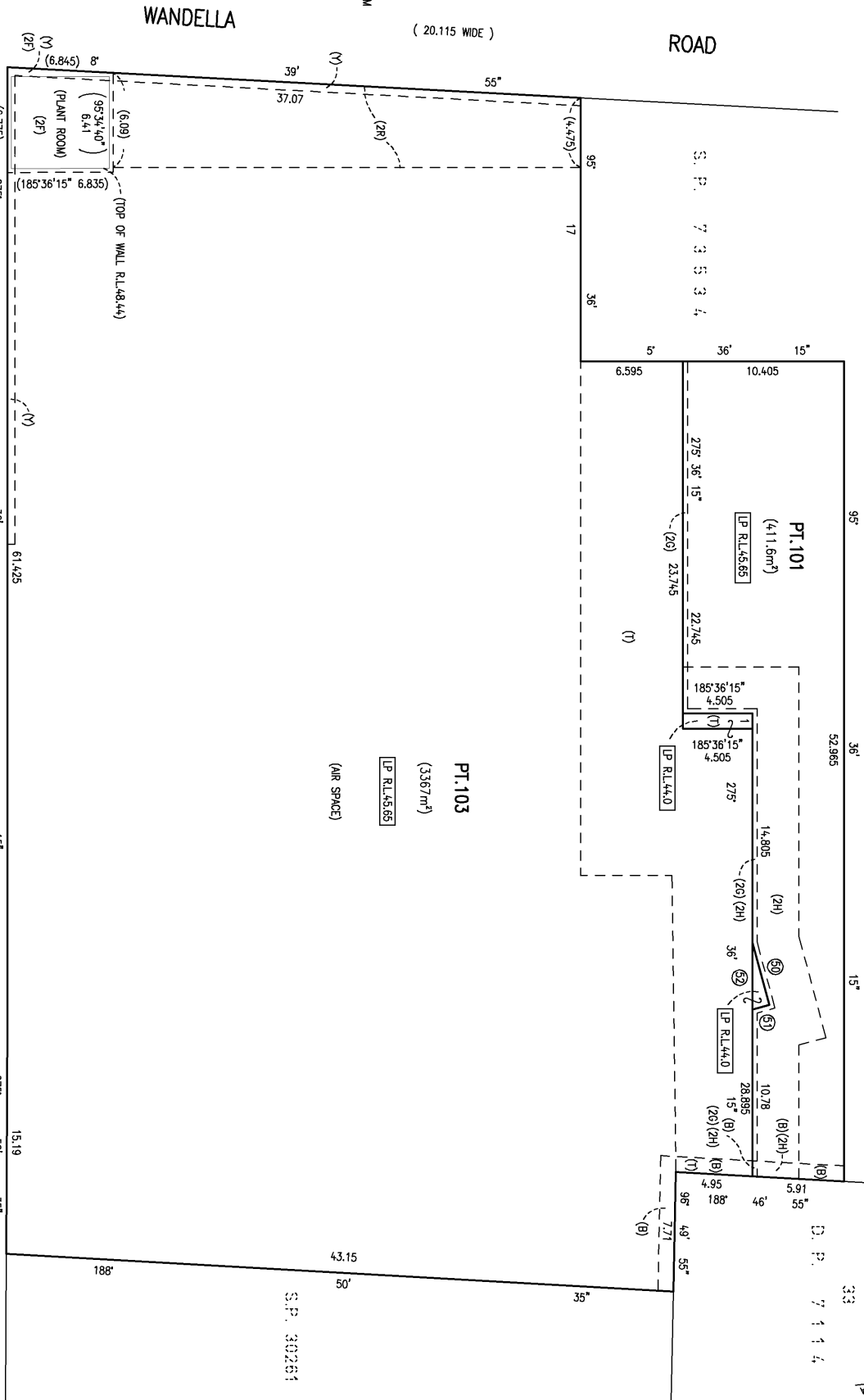
KEY

[LP RL.....] DENOTES LEVEL PLANE AT THE NOTED RL. BEING THE LOWER LIMIT OF THE STRATUM LOT.

- (B) EASEMENT TO DRAIN WATER 1 WIDE (D.P.575309)
- (1) POSITIVE COVENANT (D.P.1153094)
- (V) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
- (2F) EASEMENT TO ACCESS AND USE ENCROACHING PLANT ROOM VARIABLE WIDTH (LIMITED IN STRATUM)
- (2G) EASEMENT FOR ENCROACHMENT 0.3 WIDE (LIMITED IN STRATUM)
- (2H) EASEMENT FOR LIGHT AND AIR 3 WIDE (LIMITED IN STRATUM)
- (2R) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (LIMITED IN STRATUM)

(1) BENEFITED BY:
EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS
(LIMITED IN STRATUM) (DP1153094)
- EASEMENT FOR CLADDING AND SIGNAGE (DP1153094)

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
(5)	80°36'15"	4.165
(5)	170°36'15"	1.115
(5)	275°36'15"	4.315



PENPRASE

LANE

(9.145 WIDE)

Surveyor: TASY MORRIS
Date of Survey: 31/08/2017
Surveyor's Ref: 150503 SUB-TM

PLAN OF SUBDIVISION OF LOTS 1 & 2
IN D.P.1153094 AND RELEASE OF
EASEMENTS FROM LOTS 12, 13, 14, & 15
IN DP 7114, AND LOT 1 IN DP 362722

LCA: SUTHERLAND SHIRE
Locality: MIRANDA
Subdivision No: 19/0040
Lengths are in metres. Reduction Ratio 1:200(42)

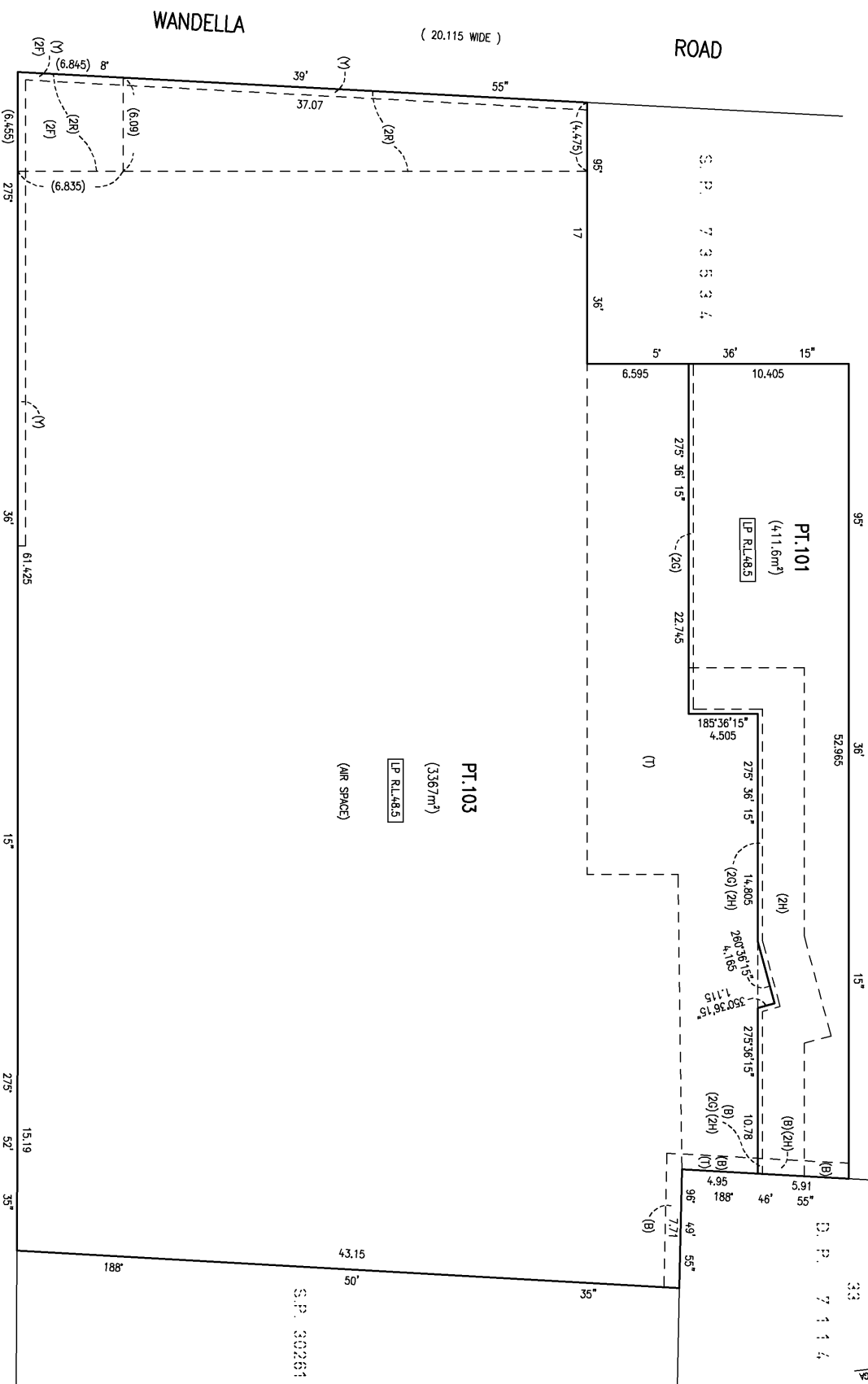
REGISTERED
21.11.2019

DP1236291

LEVEL 4

P1, LOTS 101 & 103 AS DENIED WITHIN LEVEL 4 ARE LIMITED IN DEPTH TO THE NOTED LEVEL PLANE AT R.L. 48.5 AND LIMITED IN HEIGHT TO THE LEVEL PLANE AT R.L. 52.3 BEING THE LOWER LIMIT OF THE LOTS DENIED WITHIN LEVEL 5 - SHEET 8 UNLESS OTHERWISE NOTED EASEMENTS DENIED WITHIN LEVEL 4 ARE LIMITED IN STRUTUM TO THE STRUTUM LIMITS OF THE LEVEL 4 LOTS.

DENOTES LEVEL PLANE AT THE NOTED R.L. BEING
 THE LOWER LIMIT OF THE STRATUM LOT.



- (1) BENEFIT BY
- EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS
(LIMITED IN STRUTUM) (DP1153094)
- EASEMENT FOR CLADDING AND SIGNAGE (DP1153094)
- (2) EASEMENT TO DRAIN WATER 1 WIDE (D.P.575309)
- (3) POSITIVE COVENANT (D.P.1153094)
- (4) EASEMENT FOR CLADDING AND SIGNAGE (D.P.1153094)
- (5) EASEMENT TO ACCESS AND USE ENDOUCHING PLANT ROOM
VARIABLE WIDTH (LIMITED IN STRUTUM)
- (6) EASEMENT FOR ENDOUCHMENT 0.5 WIDE
(LIMITED IN STRUTUM)
- (7) EASEMENT FOR LIGHT AND AIR 3 WIDE
(LIMITED IN STRUTUM)
- (8) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
(LIMITED IN STRUTUM)

(9.145 WIDE)

LANE

DP1236291

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div> <p>Registered: 21.11.2019</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> </div> <div style="text-align: right; font-size: 24px; font-weight: bold;">DP1236291</div> </div>	<p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1153094 AND RELEASE OF EASEMENTS FROM LOTS 12, 13, 14, & 15 IN DP 7114 AND LOT 1 IN DP 362722</p>	<p>LGA: SUTHERLAND SHIRE</p> <p>Locality: MIRANDA</p> <p>Parish: SUTHERLAND</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>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</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Surveying Certificate</p> <p>I, <u>TASY MORAITIS</u></p> <p>of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(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: <u>31/08/2017</u></p> <p>*(b) The part of the land shown in the plan (being/excluding^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u>Tasy Moraitis</u> Dated: <u>22/09/17</u></p> <p>Surveyor ID: <u>1652</u></p> <p>Datum Line: <u>'X'-'Y'</u></p> <p>Type: <u>*Urban/*Rural-</u></p> <p>The terrain is <u>*Level-Undulating / *Steep Mountainous-</u></p> <p><small>*Strike through if inapplicable.</small></p> <p><small>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	
<p>Subdivision Certificate</p> <p>I, <u>SIMONE PLUMMER</u></p> <p>*Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Simone Plummer</u></p> <p>Accreditation no:</p> <p>Consent/Authority: <u>SUTHERLAND SHIRE COUNCIL</u></p> <p>Date of Endorsement: <u>30/7/19</u></p> <p>Subdivision Certificate no: <u>SUBCERT 19/0040</u></p> <p>File no: <u>DA16/0641</u></p> <p><small>*Strike through if inapplicable</small></p>	<p>Statements of intention to dedicate public roads, public reserves and drainage easements</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP 1153094</p> <p>DP 602039</p> <p>DP 1093906</p> <p>DP 1088579</p> <p>DP 1034369</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>SURVEYORS REFERENCE: 150503 SUB-TM</p>		


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

<p>Registered:  21.11.2019</p> <p>PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1153094 AND RELEASE OF EASEMENTS FROM LOTS 12, 13, 14, & 15 IN DP 7114 AND LOT 1 IN DP 362722</p> <p>Subdivision Certificate No: <u>SUBCERT 19 / 0040</u></p> <p>Date of Endorsement: <u>30/7/19</u> <u>DA 16/0641</u></p>	<p style="text-align: center; font-size: 2em;">DP1236291</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • 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.
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1) EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
- 2) EASEMENT FOR SERVICES (WHOLE OF LOT)
- 3) EASEMENT FOR FIRE STAIRS AND PASSAGES (WHOLE OF LOT)
- 4) EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
- 5) EASEMENT FOR ACCESS AND USE VARIABLE WIDTH (2A) (LIMITED IN STRATUM)
- 6) EASEMENT FOR FIRE STAIR PURPOSES VARIABLE WIDTH (2B) (LIMITED IN STRATUM)
- 7) EASEMENT FOR ACCESS VARIABLE WIDTH (2C) (LIMITED IN STRATUM)
- 8) EASEMENT FOR CAR WASH BAY 3.99 WIDE (2D) (LIMITED IN STRATUM)
- 9) EASEMENT FOR ACCESS TO PLANT ROOM VARIABLE WIDTH (2E) (LIMITED IN STRATUM)
- 10) EASEMENT TO ACCESS AND USE ENCROACHING PLANT ROOM VARIABLE WIDTH (2F) (LIMITED IN STRATUM)
- 11) EASEMENT FOR ENCROACHMENT 0.3 WIDE (2G) (LIMITED IN STRATUM)
- 12) EASEMENT FOR LIGHT AND AIR 3 WIDE (2H) (LIMITED IN STRATUM)
- 13) EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS 1.6, 1.9 & 2.535 WIDE (2P) (LIMITED IN STRATUM)
- 14) EASEMENT FOR CAR PARKING VARIABLE WIDTH (2Q) (LIMITED IN STRATUM)
- 15) RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (2R) (LIMITED IN STRATUM)

IT IS INTENDED TO RELEASE:

- 1) EASEMENT FOR SERVICES (WHOLE OF LOT) (D.P.1153094)
- 2) EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) (D.P.1153094)
- 3) EASEMENT FOR CARPARKING (D.P.1153094) (WHOLE OF LOT)
- 4) EASEMENT FOR EMERGENCY PEDESTRIAN ACCESS (P) (LIMITED IN STRATUM) (D.P.1153094)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
101	14	WANDELLA	ROAD	MIRANDA
102	1	PENPRASE	LANE	MIRANDA
103	3	PENPRASE	LANE	MIRANDA

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 150503 SUB-TM

26.8.2020



STREET ADDRESS SCHEDULE AMENDED SEE 2020-891


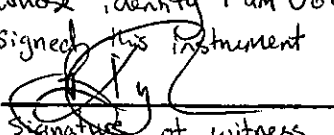

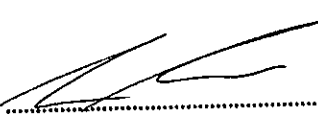
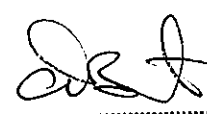
PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3⁴ sheet(s)

Office Use Only		Office Use Only	
Registered:	 21.11.2019	<h1>DP1236291</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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.	
PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1153094 AND RELEASE OF EASEMENTS FROM LOTS 12, 13, 14, & 15 IN DP 7114 AND LOT 1 IN DP 362722			
Subdivision Certificate No: SUBCERT 19/0040 Date of Endorsement: 30/7/19 DA16/0641			
<p>I CERTIFY that the person signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence:</p> <p> Signature of witness</p> <p><u>BELINDA ANN KYLE</u> Name of witness</p> <p><u>10 BURANDO ROAD, PRESTONS</u> Address of witness</p>		<p>CERTIFIED correct for the purposes of the Real Property Act 1900 by the person named below who signed this instrument pursuant to the power of attorney specified:</p> <p> Signature of attorney</p> <p><u>Alexander David Foster</u> Name of attorney</p> <p>Signing on behalf of <u>ALDI FOODS PTY LIMITED ACN 086 210 139</u></p> <p>Power of attorney Book: <u>4742</u> No: <u>326</u></p>	
<p>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.</p> <p> Signature of witness</p> <p><u>SIMON WARD</u> Name of witness</p> <p><u>10 CENTRAL SQUARES</u> Address of witness</p> <p><u>WAS FARM MEADOW NSW</u> <u>2519</u></p>		<p>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</p> <p> Signature of attorney:</p> <p><u>ALAN BOSTON</u> Attorney's name:</p> <p><u>REGIONAL MANAGER</u> Attorney's position:</p> <p><u>COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124</u> Signing on behalf of:</p> <p>Power of attorney - Book: <u>4548</u> - No: <u>496</u></p>	
<p>If space is insufficient use additional annexure sheet</p>			
SURVEYORS REFERENCE: 150503 SUB-TM			

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 21.11.2019</p> <p>PLAN OF SUBDIVISION OF LOTS 1 & 2 IN D.P.1153094 AND RELEASE OF EASEMENTS FROM LOTS 12, 13, 14, & 15 IN DP 7114 AND LOT 1 IN DP 362722</p> <p>Subdivision Certificate No: <u>SUBCERT 19/0040</u> Date of Endorsement: <u>30/7/19</u> PA 16/0641</p> </div> <div style="width: 50%; text-align: center; padding-top: 20px;"> <h1 style="margin: 0;">DP1236291</h1> <p style="font-size: small; margin-top: 10px;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div> </div>		
<div style="display: flex;"> <div style="width: 48%; padding-right: 10px;"> <p>CERTIFIED correct for the purposes of the) Real Property Act 1900 and executed on) behalf of the corporation named below by) the authorised person whose signature) appears below pursuant to the authority) specified :</p> <p>MIRANDA RSL SUB-BRANCH CLUB LIMITED ACN 000 964 250 Corporation</p> <p>Section 127 of the Corporations Act 2001(Cth) Authority</p> <div style="text-align: center; margin-top: 20px;"> <p>Signature of authorised person</p> <p><u>John Leslie Charles Rowan</u> Name of authorised person (print)</p> <p><u>DIRECTOR.</u> Office held</p> </div> </div> <div style="width: 4%;"></div> <div style="width: 48%; padding-left: 10px;"> <div style="text-align: center; margin-top: 20px;"> <p>Signature of authorised person</p> <p><u>MICHAEL COLLEY</u> Name of authorised person (print)</p> <p><u>SECRETARY</u> Office held</p> </div> </div> </div>		
<div style="display: flex;"> <div style="width: 48%; padding-right: 10px;"> <p>CERTIFIED correct for the purposes of the) Real Property Act 1900 and executed on) behalf of the corporation named below by) the authorised person whose signature) appears below pursuant to the authority) specified :</p> <p>MIRANDA CENTRAL PTY LTD ACN 605 039 585 Corporation</p> <p>Section 127 of the Corporations Act 2001(Cth) Authority</p> <div style="text-align: center; margin-top: 20px;"> <p>Signature of authorised person</p> <p><u>John William Innes</u> Name of authorised person (print)</p> <p><u>Sole Director/Sole Company Secretary</u> Office held</p> </div> </div> <div style="width: 4%;"></div> <div style="width: 48%;"></div> </div>		
<p>If space is insufficient use additional annexure sheet</p>		
<p>SURVEYORS REFERENCE: 150503 SUB-TM</p>		

CERTIFICATE ORDER SUMMARY

Transaction Details

Date: 13/03/2021 15:41

Order No. 67009851

Certificate No: 102149240

Your Reference: 2021/2866

Certificate Ordered: NSW LRS - Copy of Plan or Plan Documents - Deposited Plan - 88B 1236291

Available: Y

Size (KB): 580

Number of Pages: 20

Scan Date and Time: 22/11/2019 12:00

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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

(Sheet 1 of 20 sheets)
 Plan of Subdivision of Lot 1 and
 2 in DP 1153094 and release of
 easements from Lots 12, 13, 14
 and 15 in DP 7114 and Lot 1 in
 DP 362722 covered by
 Subdivision Certificate
 No. SUBCERT19/0040 DA 16/0641
 Dated 30/7/19

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.

Lengths are in metres:

(Sheet 1 of 20 sheets)

Plan:

DP1236291

Plan of Subdivision of Lot 1 and 2 in DP 1153094 and release of easements from Lots 12, 13, 14 and 15 in DP 7114 and Lot 1 in DP 362722

Full name and address of the owner of the land:

Aldi Foods Pty Limited ACN 086 210 139

of 1 Sargents Road, Minchinbury NSW 2770

and


Miranda RSL Sub-Branch Club Limited ACN 000 964 250

of 14-16 Wandella Road, Miranda NSW 2228

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support and Shelter (Whole of Lot)	101 102 103	102, 103 101, 103 101, 102
2	Easement for Services (Whole of Lot)	101 102 103	102, 103 101, 103 101, 102
3	Easement for Fire Stairs and Passages (Whole of Lot)	102	101, 103
4	Easement to Access Shared Facilities (Whole of lot)	101 102 103	102, 103 101, 103 101, 102
5	Easement for Access and Use Variable Width (2A) (Limited In Stratum)	102	101
6	Easement for Fire Stairs Purposes Variable Width (2B) (Limited in Stratum)	101 103	102 101

Approved by Sutherland Shire Council


 Authorised person
 Name: SIMONE PLUMMER
 Position: MANAGER DEVELOPMENT
ASSESSMENT + CERTIFICATION

C. Harry

Plan:

DP1236291

(Sheet 2 of 20 sheets)
 Plan of Subdivision of Lot 1 and
 2 in DP 1153094 and release of
 easements from Lots 12, 13, 14
 and 15 in DP 7114 and Lot 1 in
 DP 362722 covered by
 Subdivision Certificate
 No. SUBCERT 19/0040 DA16/0641
 Dated 30/7/19

7	Easement for Access Variable Width (2C) (Limited in Stratum)	102 103	103 102
8	Easement for Car Wash Bay 3.99 Wide (2D) (Limited in Stratum)	102	103
9	Easement for Access to Plant Room Variable Width (2E) (Limited in Stratum)	102	101
10	Easement to Access and Use Encroaching Plant Room Variable Width (2F) (Limited in Stratum)	102, 103	101
11	Easement for Encroachment 0.3 Wide (2G) (Limited in Stratum)	101 102	102 103
12	Easement for Light & Air 3 wide (2H) (Limited in Stratum)	101	103
13	Easement for Emergency Pedestrian Access 1.6, 1.9 & 2.535 wide (2P) (Limited in Stratum)	101	102, 103
14	Easement for Car Parking Variable Width (2Q) (Limited in Stratum)	102	Lots 12, 13, 14 and 15 DP7114 and Lot 1 DP362722
15	Restriction on the Use of Land Variable Width (2R) (Limited in Stratum)	PART 102, 103	101

Part 1A (Release)

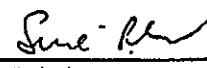
Number of item shown in the intention panel on the plan	Identity of easement or profit a prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Services (Whole of Lot) (DP1153094)	Lot 1 DP1153094 Lot 2 DP1153094	Lot 2 DP1153094 Lot 1 DP1153094
2	Easement for Support & Shelter (Whole of Lot) (DP1153094)	Lot 1 DP1153094 Lot 2 DP1153094	Lot 2 DP1153094 Lot 1 DP1153094
3	Easement for Carparking (whole of Lot) (DP1153094)	Part of Lot 2 in DP1153094 identified as Lot 103 on the plan	Lots 12, 13, 14 and 15 DP7114 and Lot 1 DP362722
4	Easement for Emergency Pedestrian Access (P) (Limited in Stratum) (DP1153094)	Lot 1 DP1153094	Lot 2 DP1153094

Part 2 (Terms)

1 Definitions and Interpretation

1.1 Definitions

Approved by Sutherland Shire Council


 Authorised person
 Name: SIMON PLUMMER
 Position: MANAGER DEVELOPMENT
 ASSESSMENT + CERTIFICATION
 C. Harris

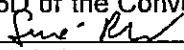
DP1236291

(Sheet 3 of 20 sheets)
Plan of Subdivision of Lot 1 and
2 in DP 1153094 and release of
easements from Lots 12, 13, 14
and 15 in DP 7114 and Lot 1 in
DP 362722 covered by
Subdivision Certificate
No. SUBCERT 19/0040 DA 16/0641
Dated 30/7/19

The following definitions apply to this instrument unless the context requires otherwise:

- (a) **Act** means the Conveyancing Act 1919.
- (b) **Authorised User** means every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors, invitees and licensees).
- (c) **Authority** means any national, state, municipal or other government, statutory or government-approved authority or body having authority or jurisdiction over the Lot Burdened or the Lot Benefited.
- (d) **Building** means and includes, without limitation, the building or buildings now or hereafter erected upon Lots 101, 102 and 103 in the Plan and all retaining walls, piers or piling, stairs, hard landscaping (including paving, slabs, kerbs and similar) and soft landscaping (including plants, grass, trees and similar).
- (e) **Development Consent** means development consent DA 16/0641 issued by Sutherland Shire Council.
- (f) **Covenant Site** means in relation to a particular restriction on the use of Land in this instrument, the part of the Lot Burdened shown as the Site of that restriction on the use of Land on the Plan.
- (g) **Easement** means each easement in this instrument and includes the conditions in relation to that easement.
- (h) **Easement Site** means in relation to a particular easement in this instrument the part of the Lot Burdened shown as the site of that easement on the Plan.
- (i) **Encroaching Structures** means any structure or item constructed (or to be constructed) identified in the plans approved as part of the Development Consent and which encroaches onto the Lot Burdened by up to 0.3 due to minor errors in the construction process or standard building tolerances.
- (j) **Grantee** means the owner of a Lot Benefited or the Authority benefited (as the case may be).
- (k) **Grantor** means the owner of the Lot Burdened.
- (l) **Lot Benefited** means a lot benefited by an easement, positive covenant or restriction on use in this instrument.
- (m) **Lot Burdened** means a lot burdened by an easement, positive covenant or restriction on use in this instrument.
- (n) **Management Statement** means any building management statement registered pursuant to section 196D of the Conveyancing Act 1919, applying

Approved by Sutherland Shire Council


Authorised person
Name: SIMONE PLUMMER
Position: MANAGER DEVELOPMENT
ASSESSMENT & CERTIFICATION

C. Ham?

Plan:

DP1236291

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Plan of Subdivision of Lot 1 and
2 in DP 1153094 and release of
easements from Lots 12, 13, 14
and 15 in DP 7114 and Lot 1 in
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Subdivision Certificate
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Dated 30/7/19

to the Building and its site, and includes any variation, amendment, replacement or substitute building management statement.


- (o) **Occupation Certificate** means a final occupation certificate under section 109C of the Environmental Planning and Assessment Act 1979 issued by a certifying authority in respect of the Development Consent.
- (p) **Plan** means the subdivision plan to which this instrument relates.
- (q) **Prohibited Item** means:
 - (i) any item including chemicals, inflammable dangerous or explosive substances such as acetylene, gas or industrial alcohol which:
 - (A) creates any fire hazard; or
 - (B) does or might (in the Grantor's reasonable opinion) invalidate or violate the reasonable terms of any insurance.
- (r) **Rules** means any rules made under the Management Statement.
- (s) **Service, Apparatus and Pipes** have the same meaning as they do in Section 196L and schedule 8B of the Conveyancing Act 1919 except that for the purposes of this Instrument:
 - (i) **Apparatus** also includes plant rooms and lift pit structures (built or to be built);
 - (ii) **Pipes** also includes cables, tubes, wires and conduits of all kinds, chutes, garbage chutes, ducts, sprinklers, hose reels, fire extinguishers and poles (including any part of a structure); and
 - (iii) **Service** also includes any service constructed (or to be constructed) in accordance with the Development Consent before the issue of an Occupation Certificate which services the Lot Benefited and passes through the Lot Burdened.
- (t) **Shared Facilities** has the meaning given to it in the Management Statement.
- (u) **Storage Plant and Equipment** means plant and equipment necessary for or ancillary to the business conducted from Lot 101 and excludes any Prohibited Items.

1.1 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) The singular includes the plural and vice versa; and

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- (b) A gender includes all genders; and
- (c) A reference to a person includes a body corporate, an unincorporated body or other entity; and
- (d) Where a reference is made to a person, body or authority and the person, body or authority has been renamed or replaced or has ceased to exist or its powers or functions have been transferred to or assumed by another person, body or authority, the reference shall be deemed to be a reference to the person, body or authority as then serves substantially the same objects as that person, body or authority; and
- (e) References to a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them.

1.2 Positive covenants for maintenance and repair

Section 88BA of the Act applies to any covenant in this Instrument that requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site.

2 Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this clause and in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the ownership of the land having the benefit and burden respectively of such easements, positive covenants and restrictions on use.

3 Release and Indemnity

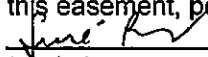
3.1 Application

This clause applies to each easement, positive covenant and restriction on use in this instrument.

3.2 Release and Indemnity

- (a) The Grantee and every Authorised User entering upon the Lot Burdened pursuant to the rights granted by this easement, positive covenant or restriction

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Authorised person

Name: SIMONE PLUMMER

Position: MANAGER DEVELOPMENT
ASSESSMENT + CERTIFICATION

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Plan:

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on use shall do so at his or her own risk and the Grantee releases the Grantor and its Authorised Users from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the Lot Burdened in pursuance of the rights granted under this easement, positive covenant or restriction on use other than as may be caused or contributed to by the wilful or negligent act or omission of the Grantor or its Authorised Users.

- (b) The Grantee shall indemnify and keep indemnified the Grantor and its Authorised Users from and against all claims, actions, demands, losses, damages, costs and expenses incurred by the Grantor or for which the Grantor and its Authorised Users may become liable in respect of any loss, damage, death or injury from any cause whatsoever to the Lot Burdened or to any person or property within or without the Lot Burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement, positive covenant or restriction on use or default of the Grantee or any Authorised User of the Grantee except to the extent caused or contributed to by the wilful or negligent act or omission of the Grantor or its Authorised Users.

3.3 Damage and Interference

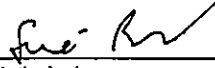
- (a) The Grantee and every Authorised User must not unreasonably interfere with the enjoyment of the Lot Burdened.
- (b) The Grantee and every Authorised User must cause as little inconvenience, disturbance or damage as practicable to the Lot Burdened.
- (c) The Grantee and every Authorised User must restore the Lot Burdened as nearly as practical to its original condition if there is any disturbance or damage to it, unless that disturbance or damage is caused otherwise than by the Grantee or an Authorised User.

4 Terms of Easement for Support and Shelter (Whole of Lot) numbered 1 on the above mentioned plan

4.1

- (a) In augmentation of the rights granted by Section 196K of the Act, the Lot Benefited has the right to subjacent and lateral support of the Building on the Lot Benefited by such parts of the Lot Burdened as are capable of affording support and shelter, including any structure constructed (or to be constructed) in accordance with the Development Consent which provides support or shelter.
- (b) The rights granted under this easement entitle the Grantee and its Authorised Users to enter the Lot Burdened to replace, renew or restore any support.

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Authorised person
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ASSESSMENT + CERTIFICATION

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Plan:

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Plan of Subdivision of Lot 1 and
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4.2

- (a) The Grantee and every Authorised User shall at all times while upon the Lot Burdened identify themselves upon demand by the Grantor and comply with any reasonable directions of the Grantor.
- (b) The Grantor shall be entitled when required by law or in the event of an emergency to lock and keep locked or unlocked and keep unlocked the doors providing access to and from the Lot Burdened.
- (c) The rights hereby granted shall be used by the Grantee and every Authorised User so as not to interfere unduly or unreasonably with the rights of the Grantor.

Except when urgent work is required, the Grantee must:


- (d) give the Grantor or its nominee reasonable notice of intention to enter the Lot Burdened;
- (e) enter the Lot Burdened only between the hours of 9.00am and 5.00pm on Monday to Friday or during other times reasonably agreed by the Grantor; and
- (f) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the Lot Burdened intended to be entered by the Grantee.

5 Terms of Easement for Services (Whole of Lot) numbered 2 on the abovementioned plan

5.1 The Grantee and every Authorised User have at all times an unrestricted right:

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the passage of the Service, to any extent consistent with the rights of other persons having the same or similar rights, along or through any Services whether or not the Service existed at the time of the creation of this easement or are installed at a later time, that is for the time being within the Lot Burdened; and
- (b) to carry out an inspection of the Services to which this easement relates; and
- (c) in order to maintain the efficiency of any such Services:
 - (i) to enter the part of the Lot Burdened in respect of which the easement is created by such route as is reasonable in the circumstances, and
 - (ii) to remain there for such reasonable time as may be necessary for the purpose of installing, replacing, inspecting, cleaning, repairing, maintaining or renewing the Services or any part of the Services

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Authorised person
Name: SIMONE PLUMMER
Position: MANAGER DEVELOPMENT
ASSESSMENT + CERTIFICATION

C. Hurry

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and of making such excavations as may be reasonably necessary;
and

- (d) to install or construct further specified Services within the Lot Burdened as approved by the Grantor, which approval is not to be unreasonably withheld, and may do anything reasonably necessary for that purpose including:

- (i) entering the Lot Burdened;
- (ii) taking anything on to the Lot Burdened; and
- (iii) carrying out works.

5.2 In exercising any rights or performing any obligations in respect of this easement, the Grantee and its Authorised Users must:

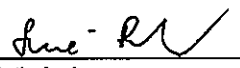
- (a) except in an emergency, give a Grantor or its nominee at least 48 hours notice of its intention to enter the Burdened Lot;
- (b) if required by a Grantor, when exercising access rights, except in an emergency, be accompanied by and comply with the directions of the Grantor's nominee;
- (c) in an emergency, give a Grantor notice of access to the Lot Burdened wherever practicable;
- (d) ensure all work is done properly;
- (e) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (f) make good any collateral damage; and
- (g) cause as little inconvenience and interruption as is practicable to Services or the usual activities carried out on the Lot Burdened.

5.3 Except to the extent that the Management Statement provides otherwise, the Grantee must repair and maintain its own Services.

6 Terms of Easement for Fire Stairs and Passages (Whole of Lot) numbered 3 on the above mentioned plan

The Grantor grants to the Grantee full, free and unimpeded right for the Grantee and its Authorised Users to enter and pass on foot or wheelchair together with any dog for the visually or hearing impaired through the Easement Site by such route as is reasonably practicable (including all fire stairs, stairs, access and exit ramps and lifts existing from time to time) to exit the Lot Benefited in an emergency.

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Authorised person
Name: SIMONE RIMMER
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C. Hunt

Plan:

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7 Terms of Easement to Access Shared Facilities (Whole of Lot) numbered 4 on the above mentioned plan

7.1 The Grantee and every Authorised User have at all times a right:

- (a) by any reasonable means pass across each Lot Burdened, but only within the Easement Site, for the purposes of:
 - (i) accessing Shared Facilities.
 - (ii) exercising or performing any of its powers, authorities, duties or functions contained in the Management Statement in respect of Shared Facilities, and
 - (iii) doing anything reasonably necessary for passing across each such lot for the purposes of clause 7.1(a)(ii), including:
 - (A) entering the Lot Burdened, and
 - (B) taking anything on to the Lot Burdened, and
 - (C) carrying out work within the Easement Site, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

7.2 In exercising those powers, the Grantee must:

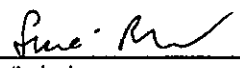
- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened, and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
- (d) restore the Lot Burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

8 Terms of Easement for Access and Use Variable Width (2A) (Limited in Stratum) numbered 5 on the above mentioned plan

The Grantor grants to the Grantee full, free and unimpeded right for the Grantee and its Authorised Users to enter and use the Easement Site for any purpose permitted by law.

9 Terms of Easement for Fire Stair Purposes Variable Width (2B) (Limited in Stratum) numbered 6 on the above mentioned plan

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Authorised person
Name: SIMON PLUMMER
Position: MANAGER DEVELOPMENT
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C. Harni

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Plan of Subdivision of Lot 1 and
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The Grantor grants to the Grantee full, free and unimpeded right for the Grantee and its Authorised Users to enter and pass on foot or wheelchair together with any dog for the visually or hearing impaired through the Easement Site by such route as is reasonably practicable (including all fire stairs) to exit the Lot Benefited in an emergency.

10 Terms of Easement to Access Variable Width (2C) (Limited in Stratum) numbered 7 on the above mentioned plan

10.1 The Grantee and every Authorised User have at all times an unrestricted right full, free and unimpeded right for the Grantee and every Authorised User in common with others to go pass and repass through and across all surfaces with or without vehicles within the Easement Site subject to the following conditions, which conditions shall also constitute and be covenants and agreements by and between the Grantee and the Grantor with the intention and agreement that the benefit and burden of such covenants and agreements will pass with the benefit and burden of this Easement.

10.2 In exercising any rights or performing any obligations in respect of this easement, the Grantee and its Authorised Users must:

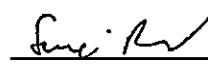
(a) by any reasonable means pass across each Lot Burdened, but only within the Easement Site, for the purposes of:

- (i) accessing the Lot Benefitted;
- (ii) exercising or performing any of its powers, authorities, duties or functions contained in the Management Statement;
- (iii) doing anything reasonably necessary for passing across each such lot for the purposes of clause 10.2(a)(ii), including:
 - (A) entering the Lot Burdened, and
 - (B) taking anything on to the Lot Burdened, and
 - (C) carrying out work within the Easement Site, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

10.3 In exercising those powers, the Grantee must:

- (a) ensure all work is done properly; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

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Authorised person
Name: SIMONE PLUMMER
Position: MANAGER DEVELOPMENT
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C. Harris

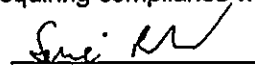
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- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 10.4 Notwithstanding the foregoing the Grantor can temporarily park a service vehicle within the service vehicle bay identified as Area "A" within the Easement Site.
- 11 **Terms of Easement for Car Wash Bay 3.99 Wide (2D) (Limited in Stratum) numbered 8 on the above mentioned plan**
- 11.1 Subject to the terms of this Easement, the owner of the Burdened Lot grants to the owner of the Benefited Lot and any Authorised User the right in common with the owner of the Burdened Lot, and consistent with the rights of other persons having the same or similar rights, to access and use the car wash facility located on the Burdened Lot.
- 11.2 In exercising the rights of the owner of the Benefited Lot, the owner of the Benefited Lot and its Authorised Users must:
- (a) comply with any requirements under the Management Statement with respect to the access and use of the car wash facility and/or the Easement Site;
 - (b) comply with any Rules in relation to the booking process prescribed for the use of the car wash facility;
 - (c) keep the car wash facility and the Easement Site clean and tidy at all times during and after use by the owner of the Benefited Lot or its Authorised Users;
 - (d) use the car wash facility for its intended purpose only and ensure that no cars belonging to the owner of the Benefited Lot or its Authorised Users are parked in the Easement Site, other than while being washed;
 - (e) ensure that any water runoff from the use of the car wash facility by the owner of the Benefited Lot or its Authorised Users is discharged into the drain nominated for that purpose and does not stay on or enter other parts of the Easement Site or the Burdened Lot;
 - (f) cause as little inconvenience as practicable to the owner of the Burdened Lot and any Occupiers;
 - (g) take all reasonable precautions to ensure that as little as possible disturbance is caused to the Burdened Lot; and
 - (h) promptly repair any damage caused to the Burdened Lot as a result of the exercise of the rights granted pursuant to this Easement.
- 11.3 If the owner of the Benefited Lot fails to comply with its obligations under clause 11.2(h) of this Easement, the owner of the Burdened Lot has the right at any time to give a notice to the owner of the Benefited Lot requiring compliance with those obligations.

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11.4 If the owner of the Benefited Lot fails to comply with a notice given under clause 11.3 within a reasonable time after its service (having regard to the type of work or action required):

- (a) the owner of the Burdened Lot has the right, but not the obligation, to carry out any necessary works required to remedy the failure of the owner of the Benefited lot to comply with clause 11.2(h) of this Easement; and
- (b) the owner of the Benefited Lot must pay the owner of the Burdened Lot, within 14 days of receipt of a demand from the owner of the Burdened Lot, the costs reasonably and properly incurred by the owner of the Burdened Lot in carrying out the works required to comply with clause 11.2(h).

12 Terms of Easement for Access to Plant Room Variable Width (2E) (Limited in Stratum) numbered 9 on the above mentioned plan

12.1 The Grantee and every Authorised User have at all times a right:

- (a) by any reasonable means pass across each Lot Burdened, but only within the Easement Site, for the purposes of:
 - (i) accessing the plant room Variable Width (2F) (Limited in Stratum) numbered 10 on the above mentioned plan;
 - (ii) exercising or performing any of its powers, authorities, duties or functions contained in the Management Statement in respect of plant room on the Easement Site; or
 - (iii) doing anything reasonably necessary for passing across the Easement Site for the purposes of clause 12.1(a)(ii), including:
 - (A) entering the Lot Burdened, and
 - (B) taking anything on to the Lot Burdened, and
 - (C) carrying out work within the Easement Site, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

12.2 In exercising those powers, the Grantee must:

- (b) ensure all work is done properly, and
- (c) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened, and
- (d) cause as little damage as is practicable to the Lot Burdened and any improvement on it, and
- (e) restore the Lot Burdened as nearly as is practicable to its former condition, and

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Authorised person

Name: SIMONE PLUMMER

Position: MANAGER DEVELOPMENT
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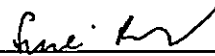
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- (f) make good any collateral damage.
- 13 Terms of Easement to Access and Use Encroaching Plant Room Variable Width (2F) (Limited in Stratum) numbered 10 on the above mentioned plan**
- 13.1 The Grantee and every Authorised User have a right to:**
 - (a) install Storage Plant and Equipment in the existing plant room on the Easement Site;
 - (b) maintain, renew and replace Storage Plant and Equipment in the existing plant room on the Easement Site; and
 - (c) doing anything reasonably necessary for the purposes of 13.1(a) and (b) including:
 - (i) entering on the Lot Burdened;
 - (ii) taking anything on the Lot Burdened; and
 - (iii) carrying out works on the Lot Burdened.
- 13.2 In exercising those powers, the Grantee and every Authorised User must:**
 - (a) ensure any work is done properly; and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition;
 - (e) make good any collateral damage; and
 - (f) not bring or store Prohibited Items on the Easement Site.
- 13.3 The Grantee must undertake any works necessary to maintain and repair the Easement Site at its own cost but excludes any works of a structural nature unless the need for which is due to damage caused by the Grantee.**
- 13.4 The Grantee must maintain a public risk insurance policy in respect of liability for death, personal injury and property damage arising out of the use and occupation of the Covenant Site which is extended to expressly cover the Grantee's liability under this instrument, and is in the sum of \$20,000,000 (or such greater amount as the Grantor may reasonably require from time to time in order to effect a sufficient and proper cover) in respect of a single accident or event.**

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Authorised person
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Plan:

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13.5 The Grantor will not;

(i) be in breach of the terms of Restriction on the Use of Land numbered 15 on the above mentioned plan due to any action taken by the Grantee or any Authorised Used; and

(ii) allow any person other than the Grantee to use the Easement Site.

14 Terms of Easement for Encroachment 0.3 wide (2G) (Limited in Stratum) numbered 11 on the above mentioned plan

14.1 The owner of the Lot Benefited:

(a) may insist that the parts of any Encroaching Structures remain, but only to the extent they are within the Easement Site, and

(b) must keep the Encroaching Structures in good repair and safe condition, and

(c) may do anything reasonably necessary for those purposes, including:

(i) entering the Easement Site from the Lot Benefited;

(ii) taking anything on to the Site Burdened from the Lot Benefited, and

(iii) carrying out works.

14.2 In exercising those powers, the Owner of the Lot Benefited must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the Owner of the Lot Burdened;

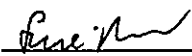
(c) restore the Lot Burdened as nearly as is practicable to its former condition; and

(d) make good any collateral damage.

14.3 This Easement will be extinguished to the extent that any Encroaching Structures are permanently removed. If all Encroaching Structures are permanently removed, the Owner of the Lot Benefited and the Owner of the Burdened Lot must do all things reasonably necessary required to remove this Easement from the title to the Lot Burdened including signing all documents, providing title, paying costs and engaging consultants.

14.4 The Owner of the Lot Burdened must not do or allow anything to be done to damage or interfere with the Encroaching Structures.

Approved by Sutherland Shire Council


Authorised person
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Position: MANAGER DEVELOPMENT
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DP 362722 covered by
Subdivision Certificate
No. SUBCERT 19/0040 DA 16/0641
Dated 30/7/19

15 Terms of Easement for Light and Air 3 Wide (2H) (Limited in Stratum) numbered 12 on the above mentioned plan

The Grantor grants to the Grantee full and free right to the uninterrupted flow, access, transmission and enjoyment of light and air to, through and for the windows and apertures of any building now or hereafter erected on the Lot Burdened and must not construct any improvement which reduces the uninterrupted flow, access, transmission and enjoyment of light and air to the Lot Burdened.

16 Terms of the Easement for Emergency Pedestrian Access 1.6, 1.9 and 2.535 wide (2P) (Limited in Stratum) numbered 13 on the abovementioned plan

The Grantor grants to the Grantee full, free and unimpeded right for the Grantee and its Authorised Users to enter and pass on foot or wheelchair (below reduced level 35.8 AHD) together with any dog for the visually or hearing impaired through the Easement Site by such route as is reasonably practicable (including all fire stairs, stairs, access and exit ramps and lifts existing from time to time) to exit the Lot Benefited in an emergency.

17 Terms of the Easement for Car Parking Variable Width (2Q) (Limited in Stratum) numbered 14 on the abovementioned plan

17.1 The Grantor grants full, free and unimpeded right to the Grantee and its invitees, respective customers, members and guests and other persons having bona fide and lawful business to pass and repass on foot onto and from and over the Lot Burdened to drive with motor vehicles onto and from and over the Lot Burdened and to stand such motor vehicles thereupon for a reasonable time and subject to any notices in the vicinity of the Lot Burdened, erected by the Grantee, for the purpose of going to the buildings standing on the Lot Benefited but not for any other purpose whatsoever subject to the following conditions:

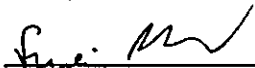
17.2 The Grantee must ensure that:

- (a) no mechanical or other repairs to motor vehicles are carried out thereon; and
- (b) every person authorised to use this parking easement complies with the reasonable rules (if any) notified as aforesaid by the Grantor for the orderly management of the Lot Burdened.

17.3 The Grantee must indemnify the Grantor, his contractors and employees from and against all claims demands losses costs and expenses arising from any damage to property or accidental death or injury which may be suffered upon the Lot Burdened other than such damage accident, death or injury as may be caused by the negligence or default of the Grantor, its contractors, agents or cause as little damage as is practicable to the Lot Burdened and any improvement on it.

17.4 The Grantee only has the benefit of this easement until such time as the Grantee has available to it and its respective customers, members and guests upon or in the

Approved by Sutherland Shire Council


Authorised person
Name: SIMONE PLUMMER
Position: MANAGER DEVELOPMENT
ASSESSMENT + CERTIFICATION C. Morris

Plan:

DP1236291

(Sheet 16 of 20 sheets)
Plan of Subdivision of Lot 1 and
2 in DP 1153094 and release of
easements from Lots 12, 13, 14
and 15 in DP 7114 and Lot 1 in
DP 362722 covered by
Subdivision Certificate
No. SUBCERT19/0040 *DA16/0641*
Dated 30/7/19

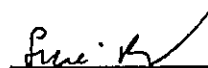
vicinity of the Lot Burdened a car park capable of accommodating 150 motor vehicles.

18 Terms of Restriction on the Use of Land Variable Width (2R) (Limited in Stratum) numbered 15 on the above mentioned plan

No building or structure may be erected or maintained on the Covenant Site.

The Grantor will not be in breach of this restriction on the use of land due to any action taken by the owner of Lot 101 or any plant and equipment installed on the Covenant Site by the owner of Lot 101.

Approved by Sutherland Shire Council


Authorised person

Name: **SIMONE PLUMMER**

Position: **MANAGER DEVELOPMENT**

ASSESSMENT + CERTIFICATION

C. Harris

DP1236291

(Sheet 17 of 20)

Plan of Subdivision of Lot 1 and
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easements from Lots 12, 13, 14
and 15 in DP 7114 and Lot 1 in
DP 362722 covered by
Subdivision Certificate
No. SUBCERT 17/0040 DA16/0641
Dated 30/7/19

EXECUTION

CERTIFIED correct for the purposes of the)
Real Property Act 1900 and executed on)
behalf of the corporation named below by the)
authorised person whose signature appears)
below pursuant to the authority specified:)

MIRANDA RSL SUB-BRANCH CLUB LIMITED ACN 000 964 250
Corporation

Section 127 of the Corporations Act 2001 (Cth)
Authority



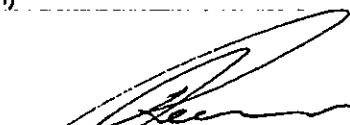
Signature of authorised person

MICHAEL GOLLEY

Name of authorised person (print)

SECRETARY

Office held



Signature of authorised person

John Leslie Charles Rowan

Name of authorised person (print)

DIRECTOR.

Office held

Approved by Sutherland Shire Council



Authorised Person
Name: SIMONE PLUMMER
Position: MANAGER DEVELOPMENT
ASSESSMENT + CERTIFICATION

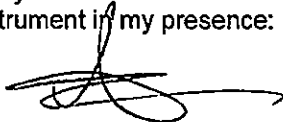
C. Harris

Plan:

DP1236291

(Sheet 18 of 20 sheets)
Plan of Subdivision of Lot 1 and
2 in DP 1153094 and release of
easements from Lots 12, 13, 14
and 15 in DP 7114 and Lot 1 in
DP 362722 covered by
Subdivision Certificate
No. SVBCERT 19/0040 DA16/0641
Dated 30/7/19

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



Signature of witness

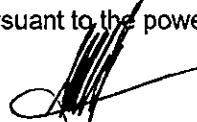
Anthony Cox
Name of witness (print)

10 Burrando Rd.

Prestons 2170 NSW

Address of witness

CERTIFIED correct for the purposes of the
Real Property Act 1900 by the person
named below who signed this instrument
pursuant to the power of attorney specified:



Signature of attorney

Alexander David Foster
Name of attorney

Signing on behalf of
ALDI FOODS PTY LIMITED ACN 086 210
139

Power of attorney Book: 4742


No.: 326

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

Signature of witness:

Name of witness:

Address of witness:


Simon Cuthbert
CENTRAL SQUARE
444 FARM MEADOW NSW
2519

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

Signature of attorney:

Attorney's name:

Attorney's position:

Signing on behalf of:

Power of attorney



ALAN BURTON

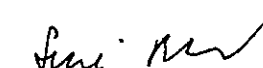
REGIONAL MANAGER

COMMONWEALTH BANK OF
AUSTRALIA ABN 48 123 123 124

- Book: 4548

- No: 494

Approved by Sutherland Shire Council



Authorised Person

Name: SIMONE PLUMMER

Position: MANAGER DEVELOPMENT

ASSESSMENT & CERTIFICATION

C. Harris

Plan:

DP1236291

(Sheet 19 of 20 sheets)
Plan of Subdivision of Lot 1 and
2 in DP 1153094 and release of
easements from Lots 12, 13, 14
and 15 in DP 7114 and Lot 1 in
DP 362722 covered by
Subdivision Certificate
No. SVBCE19/0040 DA16/0641
Dated 30/7/19

CERTIFIED correct for the purposes of the)
Real Property Act 1900 by the corporation)
named below, the common seal of which was)
affixed pursuant to the authority specified and)
in the presence of the authorised person)
whose signature appears below:)

MIRANDA CENTRAL PTY LTD ACN 605 039 585

Corporation

Section 127 of the Corporations Act 2001 (Cth)

Authority



Signature of authorised person


John William Innes

Name of authorised person (print)

Sole Director/Sole Company Secretary

Office held

Approved by Sutherland Shire Council



Authorised Person

Name: SIMONE PLUMMER

Position: MANAGER DEVELOPMENT
ASSESSMENT + CERTIFICATION

C. Harris

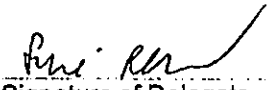
Plan:

DP1236291

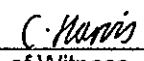
(Sheet 20 of 20 sheets)
Plan of Subdivision of Lot 1 and
2 in DP 1153094 and release of
easements from Lots 12, 13, 14
and 15 in DP 7114 and Lot 1 in
DP 362722 covered by
Subdivision Certificate
No. SUBCERT 19/0040 DA16/0641
Dated 30/7/19

CERTIFIED correct for the purposes of the *Real Property Act 1900*

Authorised Officer as Delegate of)
Sutherland Shire Council pursuant to s 378)
of the Local Government Act 1993 and I)
certify that I have no notice of revocation of)
such Delegation


Signature of Delegate
SIMONE PLUMMER
MANAGER DEVELOPMENT
ASSESSMENT & CERTIFICATION
Full Name of Delegate

I certify that I am an eligible Witness and
that the Delegate signed in my presence


Signature of Witness
CHANTEL HARRIS
Full Name of Witness
C/-4 -20 ETON STREET
SUTHERLAND NSW 2232

Address of Witness

REGISTERED



21.11.2019

Service Location Print

Application Number: 1191182

3

3
CP

Document generated at 13-07-2021 01:43:17 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

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

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

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

Further Information

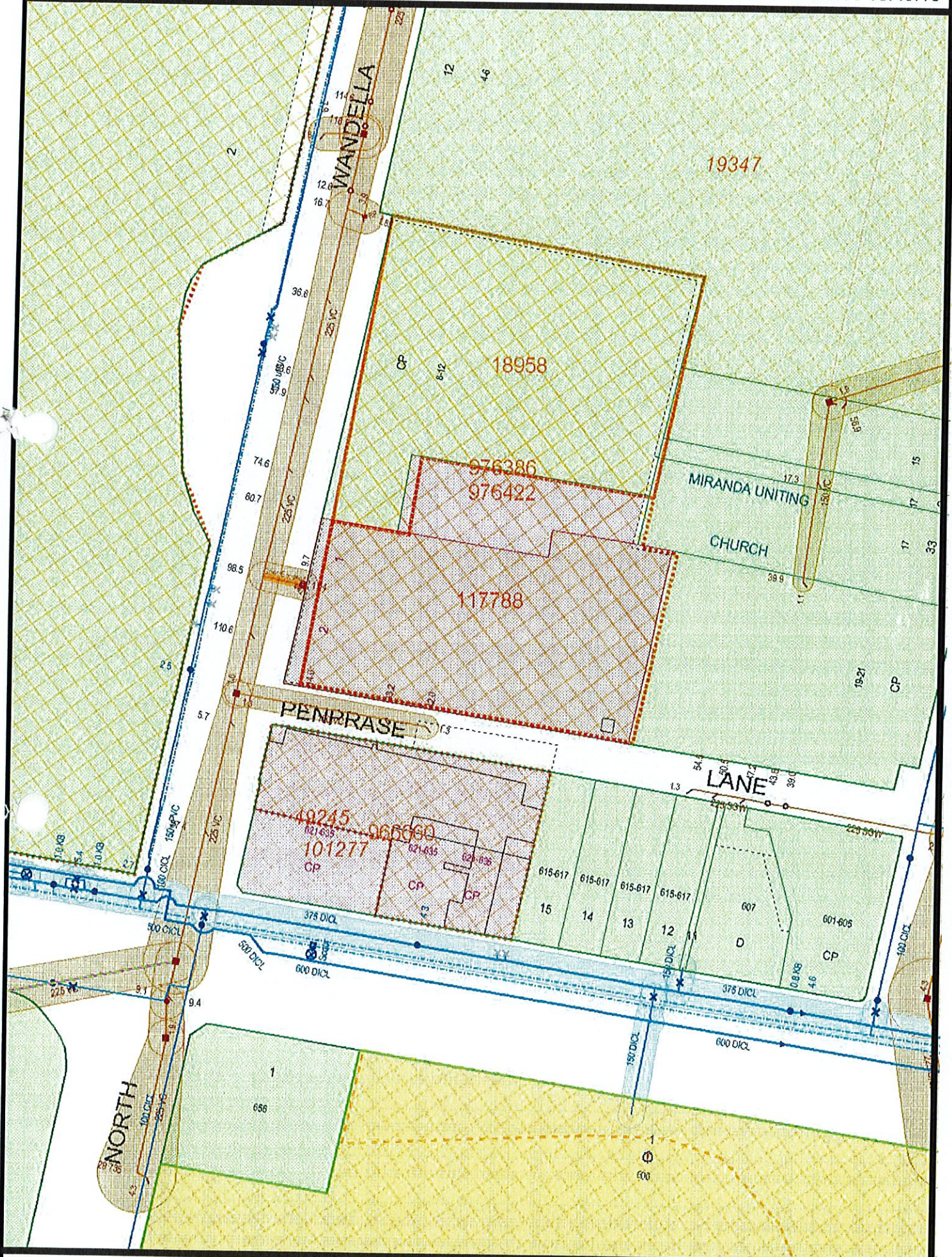
Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

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

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

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Applicant:

On-Call Conveyancing Services
Po Box 107
RIVERWOOD NSW

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:21/1605	Delivery option:
Certificate date:	13/03/2021	Your reference:

Property:

Lot 101 DP 1236291
14 Wandella Road MIRANDA NSW 2228

Zone:

* Sutherland Shire Local Environmental Plan 2015

Zone B3 Commercial Core

Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

- * Sutherland Shire Local Environmental Plan 2015
- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP (Educational Establishments & Child Care Facilities) 2017
- * SEPP (Infrastructure) 2007
- * SEPP (Mining, Petroleum & Extractive Industries) 2007
- * SEPP (Housing for Seniors or People with a Disability) 2004
- * SEPP No.19 - Bushland in Urban Areas
- * SEPP No.21 - Caravan Parks
- * SEPP No.33 - Hazardous and Offensive Development
- * SEPP No.50 - Canal Estate Development
- * SEPP No.55 - Remediation of Land
- * SEPP No.64 - Advertising and Signage

- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015
Zone B3 Commercial Core

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises, Roads; Tank-based aquaculture

Any other development not specified in item (b) or (d).

- (d) Prohibited:

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home-based child care; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Jetties; Marinas; Multi dwelling housing; Open cut mining; Pond-based aquaculture; Recreation facilities (major); Resource recovery facilities; Rural industries; Rural worker's dwellings; Semi-detached dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal

facilities; Water recycling facilities; Water supply systems; Wholesale supplies.

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development may be carried out on the land under this Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development may be carried out on the land under the Housing Internal Alterations Code.

Commercial and Industrial Alterations Code

Complying development may be carried out on the land under the Commercial and Industrial Alterations Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

Complying development may be carried out on the land under the Subdivisions Code.

Rural Housing Code

Complying development may be carried out on the land under the Rural Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development under the Greenfield Housing Code may be carried out on the land.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

Complying development may be carried out on the land under the General Development Code.

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

Complying development may be carried out on the land under the Fire Safety Code.

Inland Code

Complying development may be carried out on the land under this Code.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

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

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes

of group homes or seniors housing) is subject to flood related development controls.

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

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

The land has been identified as flood prone based on a Council-adopted flood study. Council has adopted a policy to restrict the development of flood prone land in accordance with the NSW Government's Flood Prone Land Policy. The Sutherland Shire Development Control Plan 2015 contains flood risk management controls. For further information on this flood study, and applications to Council for detailed flood information, please consult Council's website www.sutherlandshire.nsw.gov.au.

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

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in 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?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

- * The 2016 Section 7.11 Development Contributions Plan applies to this property (Effective 01/01/17).

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. 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).

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

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

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

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

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

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

Note: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) Is the land significantly contaminated land within the meaning of that Act?

No

- (b) Is the land subject to a management order within the meaning of that Act?

No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning

Certificate Number: 19000453/7 / 7

Section A The Application

1. Details of the Applicant

Name: Miranda Central Pty Ltd
Address: C/- Arden Group Suite 3.02, Level 3, 184 Bourke Rd
Alexandria NSW 2060 Alexandria 2060
Phone: 02 8022 8324
Email: vanessa.l@ardengroup.com.au
Job Reference no. 19000061

2. Details of the property

Unit / Street Number: 14-16
Street Name: Wandella Road
Suburb & Postcode: Miranda 2228
Title Particulars (Lot & DP/SP): Lot 1,2 / DP 1153094

3. Description of the Approved Development

Alterations and additional to an existing ALDI supermarket and carpark, construction and use of a 5 storey residential flat building containing 57 residential apartments above the existing carpark to create a mixed use development and stratum subdivision of 2 into 3

4. Description of the Development Subject of this Certificate

Stage OC5 – Construction and use of a 5 storey residential flat building containing 57 residential apartments above the existing carpark to create a mixed use development and stratum subdivision of 2 into 3 (Remainder of level 2 carpark, Levels 3 and 4 open deck carpark and residential levels 2-7 including ground floor pump room, garbage room and main switch & comms room.

5. Class of building

Classification of the building/s under the Building Code of Australia 2, 6, 7a

6. Date of the application

Date Application was received: 26 Feb 2021

Section B The Approval

1. Development Consent Details

Development Consent No.: DA016/ 0641, MA17/0256, MA17/0346, MA17/0554, MA19/0166,
Date Development Consent issued: 18 Aug 17, 17 Jul 17, 15 Sept 17, 30 May 19, 20 Aug 19
Name of Consent Authority: Sutherland Shire Council

2. Construction Certificate Details

CC Reference number: 19000453/719000173/1, 19000173/2, 19000173/3, 19000454/4,
19000454/8
Accredited Certifier: Mike Gooley & Eric Bailey
Date of issue: 08 Apr 19, 05 Sep 19, 23 Jan 20, 05 Nov 20, 18 Mar 21

Section C Principal Certifier

Name: Eric Bailey Accreditation No.: BDC0016
Entity: Modern Building Consultants Pty Ltd (ACN 165 354 218)
Phone: 02 9939 1530

Section D Attachments

Refer to Appendix A for the Attachments for this Occupation Certificate

Section E Fire Safety Schedule

Refer to Appendix B for the Fire Safety Schedule for this Occupation Certificate

Section F Performance Solution Report/s (If applicable)

Refer to Appendix C for the Performance Solution Report/s for this Occupation Certificate

Section G Certification

I certify that

- I have been appointed as the Principal Certifier under Section 6.6 of the Environmental Planning and Assessment Act 1979,
- a current development consent or complying development certificate is in force for the building,
- a current construction certificate, if so required, has been issued with a respect to the plans and specifications for the building,
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia
- a fire safety certificate has been issued for the building, if so required,
- a report from the Fire Commissioner has been considered, if so required

Section H Signature

Signature:



Signed by:

Eric Bailey

Accreditation No.

BDC0016

Date of endorsement:

19 Mar 2021

Certificate Number:

19000453/7 / 7

Section I Dates

Date of this Certificate:

19 Mar 2021

APPENDIX A

Attachments

- Report Out - Final Fire Safety Report - Miranda Central - 14-16 Wandella Road ~ SRID 8000014745
- Letter Out - Final Fire Safety Report - Miranda Central - 14-16 Wandella Road ~ SRID 8000014745
- DA Condition 21 - Inspection Certificate - Approved Landscape - Sutherland Shire Council dated 17 Jul 2020
- Item 29 - Substations prepared by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- Item 30 - Internal Glazing prepared by Lindsay Gregory of KLG Trading PTY LTD dated 12 Feb 2021
- Item 47 - Section 73 compliance Certificate No.164431- Sydney Water dated 15 Sep 2017
- DA Condition 36 - Section 73 compliance Certificate No.164431- Sydney Water dated 15 Sep 2017
- DA Condition 19 - Stratum Subdivision - Signed by Sutherland Shire Council dated 22 Sep 2017
- Item 34 - Weatherproofing Performance Report prepared by Andrew O'Connel of Altis Architecture dated 23 Feb 2021
- DA Condition 35 - Certification of levels prepared by David Carey of Veris dated 23 Feb 2021
- FSS Item 28 & 51 - BOSSFI~1 Fire Mastic 300 Technical Data Sheet
- FSS Item 28 & 51 - Fire Assessment Report No.FC10266-001Issue 2 prepared by BRANZ dated 04 Aug 2020
- FSS Item 28 & 51 - PROMAT~1 Promaseal A Technical Data Sheet
- FSS Item 28 & 51 - PROMAT~2 Promaseal Technical Data Sheet
- FSS Item 28 & 51 - Trafalgar Firebox TR8F11~1 Technical Data Sheet
- FSS Item 28 & 51 - Trafalgar Firebox TRAFAL~3 Fyrexbox Data sheet
- FSS Item 28 & 51 - Tragalfar 2 Fyrest Technical Data Sheet
- FSS Item 28 & 51 - Unifrax TRAFAL~1 Safety Data Sheey
- Item 21 - Blockplans prepared by David Helling of Oneway plumbing dated 19 Feb 2021
- Item 37 - Emergency Management prepared bu Derek William McCartney of Equa Building Services Pty Ltd dated 24 Feb 2021
- DA Condition 18 - WAE Plans prepared by David John Carey of Veris dated 18 Feb 2021
- Item 14 - Structural Final Inspection Certificate prepared by Braeden Perrott of Northrop dated 12 Feb 2021
- DA Condition 17 - Correspondence by Southerland Shire confirming DA Condition 17 is satisfied
- DA Condition 21 - Landscape Compliance Certificate prepared by Jim Van Breda of Southerland Shire dated 15 Mar 2021
- Item 51 - Installation Certificate Maintenance & plant access prepared by Joshua Smith of Ausline dated 01 Mar 2021
- Item 38 - Installation Certificate Window Cleaning (Roof anchors) prepared by Joshua Smith of Ausline dated 01 Mar 2021
- Item 42 - Installation Certificate Slip Resistance prepared by Luke Hudson of Carpack-King Pty Ltd dated 25 Feb 2021
- Item 36 - Installation Certificate Fire Hazard Properties prepared by Darrell Doyle of Doyle Carpet Court dated 26 Feb 2021
- Item 34 - Installation Certificate Weatherproofing prepared by Joshua Smith of Ausline dated 01 Mar 2021
- Item 32 - Installation Certificate Building Fabric and Sealing prepared by Joshua Smith of Ausline dated 01 Mar 2021
- Item 32 - Installation Certificate Building Fabric and Sealing prepared by Lawrence Li of DLC Interiors Pty Ltd dated 23 Feb 2021
- Item 32 - Installation Certificate Building Fabric and Sealing prepared by Lindsay Gregory of KLG Trading Pty Ltd dated 12 Feb 2021
- Item 31 - Installation Certificate Windows (skylights) prepared by Joshua Smith of Ausline dated 01 Mar 2021
- DA Condition 04 - CCTV prepared by James Trikalis of BT Security Systems dated 04 Feb 2021
- Accessibility Completion Statement No. ACS_OC_9121_v1.0 - prepared by ABE Consulting dated 17 Mar 2021
- Basix Completion Receipt No.721746M 06 dated 02 Mar 2021
- DA Condition 06.07 & 08 - EP&A Regulations 2000 CI 149 - Sutherland Shire Council - Developers Contribution Receipt
- FSS Item 28 & 51 - Trafalgar FyreWrap 20210204 Technical Data Sheet

APPENDIX A

Attachments

- FSS Item 28 & 51 - Fire Assessment Report No.45821 R2.1 prepared by Warringtonfire dated 03 Apr 2020
- FSS Item 28 & 51 - Fire Test Certificate No.FRT180403i.1 prepared by Warringtonfire dated 04 Dec 2018
- FSS Item 28 & 51 - Trafalgar Fyrechoke Technical Data Sheet
- Item 07 – Stormwater & Drainage Completion Certificate prepared by James Gilligan of Northrop dated 26 Feb 2021
- Item 08 – Roadwork & Carparking Completion Certificate prepared by James Gilligan of Northrop dated 26 Feb 2021
- Item 32 - Installation Certificate Building Fabric & sealing prepared by Lawrence Li of DLC Interiors dated 23 Feb 2021
- Item 32 - Building Fabric & sealing by Lindsay Gregory of KLG Trading PTY LTD dated 12 Feb 2021
- Item 35 - Installation Certificate Facilities for Energy Monitoring prepared by Derek William McCartney of Equa Building Services Pty Ltd dated 24 Feb 2021
- Item 39 - Installation Certificate Stair treads & Risers prepared by Charles Arkcoll of FTI Group dated 16 Mar 2021
- Item 40 - Installation Certificate Door Hardware prepared by Bahman J.Noori of Protec Contracting Pty Ltd dated 25 Feb 2021
- Item 49 - Main Contractor Statement prepared by Derek William McCartney of Equa Building Services Pty Ltd dated 24 Feb 2021
- Item 52 - Installation Certificate Mandatory signage prepared by Frank Iacono of FP Projects Pty Ltd dated 24 Feb 2021
- SEPP 65 Design Compliance Certificate - prepared by Andrew O'Connell of Altis dated 18 Mar 2021
- Item 33 - Installation Certificate External Wall System Disclosure Statement prepared by Lawrence Li of DLC Interiors dated 23 Feb 2021
- Item 33 - Installation Certificate External Wall System Disclosure Statement prepared by Andrew O'Connell of Altis Architecture dated 23 Feb 2021
- Item 31 - Installation Certificate Windows prepared by Lindsay Gregory of KLG Trading PTY LTD dated 12 Feb 2021
- Item 28 - Installation Certificate Fire isolated Stairways prepared by Derek William McCartney of Equa Building Services Pty Ltd dated 24 Feb 2021
- Item 27 - Installation Certificate Lightweight fire resisting construction prepared by Lawrence Li of DLC Interiors dated 12 Feb 2021
- Item 25 - Installation Certificate Smoke seals & non combustible elec cupboards prepared by Bahman J.Noori of Protec Contracting Pty Ltd dated 25 Feb 2021
- Item 24 - Installation Certificate Smoke Seals prepared by Bahman J.Noori of Protec Contracting Pty Ltd dated 25 Feb 2021
- Item 23 - Installation Certificate Fire & Smoke Dampers prepared by Luke Allen of WCA HVAC&R dated 10 Feb 2021
- Item 22 - Installation Certificate Fire seals, collars & dampers prepared by Luke Allen of WCA HVAC&R dated 10 Feb 2021
- Item 22 - Installation Certificate Fire seals prepared by Timothy McCann of Sublime Electrical dated 24 Feb 2021
- Item 20 - Installation Certificate Fire Hydrants Commissioning prepared by David Helling of One Way Plumbing dated 16 Mar 2021
- Item 19 - Installation Certificate Hose Reel pressure flow test prepared by One Way plumbing dated 6 Feb 21
- Item 19 - Installation Certificate Fire Hose Reels Commissioning prepared by David Helling of One Way Plumbing dated 02 Feb 2021
- Item 18 - Installation Certificate Waterproofing external prepared by Leonard Gordon Fell of Decade Waterproofing & Products Pty Ltd dated 02 Feb 2021
- Item 18 - Installation Certificate Tiling external prepared by Joe Cho of Team Members Project Pty Ltd dated 25 Jan 2021
- Item 17 - Installation Certificate Waterproofing internal by Jae Sik Chong of Team Members Project Pty Ltd dated 25 Jan 2021
- Item 17 - Installation Certificate Tiling internal prepared by Joe Cho of Team Members Project Pty Ltd dated 25 Jan 2021
- Item 16 - Installation Certificate Structural Engineering Facade prepared by Patrick Liu of Rondo Building Services Pty Ltd dated 16 Mar 21
- Item 15 - Installation Certificate Structural Engineering Balustrade prepared by Lindsay Gregory of KLG Trading PTY LTD dated 12 Feb 2021
- item 15 - Installation Certificate Structural Engineering balustrade prepared by Braeden Perrott of Northrop dated 12 Feb 2021
- Item 16 - Installation Certificate Structural Engineering Facade prepared by Lindsay Gregory of KLG Trading PTY LTD dated 12 Feb 2021

APPENDIX A

Attachments

- Item 13 - Installation Certificate Mechanical Engineering kitchen exhaust prepared by Luke Allen of WCA HVAC&R dated 10 Feb 2021
- Item 12 - Installation Certificate Mechanical Engineering prepared by Luke Allen of WCA HVAC&R dated 10 Feb 2021
- Item 10 - Installation Certificate Outdoor Lighting prepared by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- Item 09 - Installation Certificate Electrical Engineering prepared by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- Item 11 - Installation Certificate Hydraulic Engineering prepared by David Helling of One Way Plumbing dated 10 Feb 2021
- FSS Item 60 - Installation Certificate Warning & operational signs prepared by Frank Iacono of FP Projects Pty Ltd dated 24 Feb 2021
- FSS Item 56 - Installation Certificate Occupant Warning System prepared by David Prodger of Beaver Fire Services dated 02 Feb 2021
- FSS Item 54 & DA Condition 29 - Installation Certificate Mechanical air handling systems prepared by Luke Allen of WCA HVAC&R dated 10 Feb 2021
- DA Condition 22 - Installation Certificate Carwash bays prepared by David Helling of One Way Plumbing dated 26 Feb 2021
- DA Condition 23 - Installation Certificate Garbage storage area prepared by Leonard Gordon Fell of Decade Waterproofing & Product Pty Ltd dated 25 Feb 2021
- DA Condition 24 - Installation Certificate External Lighting prepared by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- DA Condition 27 - Installation Certificate Noise control prepared by William Wang of Day Design(general) dated 12 Feb 2021
- DA Condition 26 - Noise control prepared by William Wang of Day Design(general) dated 12 Feb 2021
- FSS Item 16 - Installation Certificate Doors & hoppers to fire resisting shaft prepared by Alex De Frentignac of Elephants Foot Waste Compactors Pty Ltd dated 12 Feb 2021
- FSS Item 17 - Installation Certificate Fire suppression systems prepared by Andrew Sciberras of Andrews FireProtection dated 12 Feb 2021
- FSS Item 25 - Installation Certificate Fire doors prepared by Bahman J. Noori of Protec Contracting Pty Ltd dated 25 Feb 2021
- FSS Item 26 - Installation Certificate Fire Hose Reels prepared by David Helling of One Way Plumbing dated 02 Feb 2021
- FSS Item 28 & 51 - Fire resistance Report MORTAR~1 No.F91566 prepared by WFRA dated 20 Sep 1992
- FSS Item 28 & 51 - Fire resistance Report MORTAR~2 No.C91366 prepared by WFRA dated 31 Jul 1995
- FSS Item 30 - Installation Certificate Fire Attenuation screens prepared by Vickie Portelli of Souther Cross Blinds dated 09 Feb 2021
- FSS Item 35 - Installation Certificate Path of travel prepared by Michael Colley of Miranda RSL Sub Branch dated 25 Feb 2021
- FSS Item 39 - Installation Certificate Warning & operational signs prepared by Frank Iacono of FP Projects Pty Ltd dated 24 Feb 2021
- FSS Item 40 - Installation Certificate Access panels prepared by Lawrence Li of DLC Interiors Pty Ltd dated 26 Feb 2021
- FSS Item 40 - Installation Certificate Doors & hoppers to fire resisting shaf prepared by Alex De Frentignac of Elephants Foot Waste Compactors Pty Ltd dated 12 Feb 2021
- FSS Item 41 - Installation Certificate Automatic fire detection prepared by David Prodger of Beaver Fire Services dated 02 Feb 2021
- FSS Item 43 - Installation Certificate Emergency Lighting by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- FSS Item 44 - Installation Certificate Exit & Directional signage prepared by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- FSS Item 45 - Installation Certificate Fire Alarm monitoring system prepared by David Prodger of Beaver Fire Services dated 02 Feb 2021
- FSS Item 46 - Installation Certificate Fire control centres prepared by David Prodger of Beaver Fire Services dated 02 Feb 2021
- FSS Item 48 - Installation Certificate Fire doors prepared by Bahman J. Noori of Protec Contracting Pty Ltd dated 25 Feb 2021
- FSS Item 48 & Item 23 - Installation Certificate Fire doors prepared by Bahman J. Noori of Protec Contracting Pty Ltd dated 25 Feb 2021
- FSS Item 49 - Installation Certificate Fire Hose Reels Commission prepared by David Helling of One Way Plumbing dated 02 Feb 2021

APPENDIX A

Attachments

- FSS Item 52 - Installation Certificate Fire Attenuation screens prepared by Vickie Portelli of Souther Cross Blinds dated 09 Feb 2021
- FSS item 52 - Installation Certificate Fire Shutters prepared by Thompson Roller Shutters dated 12 Feb 2021
- FSS Item 53 - Installation Certificate Lightweight construction prepared by Lawrence Li of DLC Interiors dated 26 Feb 2021
- Design Compliance Statement OC5 - prepared by Linda Huynh of ALTIS dated 18 Mar 2021
- Final Inspection Report No.1900117 Rev 3.1 - prepared by Chinmaya Gupta of Scientific Fire Services dated 15 Mar 2021
- DA Condition 44 & Item 50 - Surveyors plan & Statement prepared by David Carey of Veris dated 23 Feb 2021
- FSS Item 57 - Installation Certificate Path of travel prepared by Derek William McCartney of Equa Building Services Pty Ltd dated 24 Feb 2021
- FSS Item 58 - Installation Certificate Fire extinguishers prepared by Leanne Smith of Southside Fire and Safety dated 26 Feb 2021
- FSS Item 59 - Installation Certificate Smoke proof construction & doors prepared by Bahman J.Noori of Protect Contracting Pty Ltd dated 25 Feb 2021
- Item 21 - Subdivison Plan 150503 SP-AR prepared by Adam Richardson dated 10 Mar 2021
- Item 02 - Final Fire Safety Certificate dated 16 Mar 2021
- Item 01 - Application for Occupation Certificate; received 26 Feb 2021
- Item 27 - Lightweight fire resisting construction by DLC 12 Feb 2021
- All other documents as approved by Occupation Certificate - 19000453/5 issued 3 Sep 20 & Occupation Certificate - 19000453/6 issued 03 Sep 20
- DA Condition 28 - Installation Certificate - Noise & Vibration control prepared by Peiwei Zhao of Reliance Aluminium dated 02 Mar 2021
- FSS Item 18 - Installation Certificate Automatic fire detection & Alarm prepared by David Prodger of Beaver Fire Services dated 02 Feb 2021
- FSS Item 20 - Installation Certificate Emergency Lighting prepared by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- FSS Item 21 - Installation Certificate Exit & Directional signage prepared by Timothy McCann of Sublime Electrical dated 02 Feb 2021
- FSS Item 24 - Installation Certificate Fire & Smoke Dampers prepared by Luke Allen of WCA dated 10 Feb 2021
- FSS Item 28 - Installation Certificate Fire seals by Timothy McCann of Sublime Electrical dated 24 Feb 2021
- FSS Item 28 - Installation Certificate Fire seals, collars prepared by David Helling of One Way Plumbing dated 01 Feb 2021
- FSS Item 34 - Installation Certificate Occupant Warning System prepared by David Prodger of Beaver Fire Services dated 02 Feb 2021
- FSS Item 36 - Installation Certificate Fire extinguishers prepared by Leanne Smith of Southside Fire and Safety dated 26 Feb 2021
- FSS Item 42 - Installation Certificate Emergency Evacuation procedures prepared by Derek William McCartney of Equa Building Services Pty Ltd dated 24 Feb 2021
- FSS Item 47 - Installation Certificate Fire seals, collars & dampers prepared by Luke Allen of WCA HVAC&R dated 10 Feb 2021
- FSS Item 51 - Installation Certificate Fire seals prepared by Timothy McCann of Sublime Electrical dated 24 Feb 2021
- FSS Item 51 - Installation Certificate Fire seals, collars prepared by David Helling of One Way Plumbing dated 01 Feb 2021
- FSS Item 53 - Sherwin Williams FIRETEX FX2005 Intumescent paint Technical Data Sheet and Installation Certificate
- FSS Item 55 & Item 26 - Installation Certificate Installation Certificate Lift opening Lift 2 prepared by Kushal of KONE Elevators Pty Ltd dated 10 Feb 2021
- FSS Item 55 & Item 26 - Installation Certificate Lift opening Lift 1 prepared by Andrew Dallalana of KONE Elevators Pty Ltd dated 22 Feb 2021
- Item 14 - Structural Engineering Completion Certificate prepared by Kim Ahn of Interspan dated 16 Mar 2021
- Item 48 - Consistency statement prepared by Greenley dated 16 Mar 21

APPENDIX B

Fire Safety Schedule

(Pursuant to Clause 168 of the Environmental Planning and Assessment Regulation 2000)

	Measure	Status*	Minimum Standard of Performance
Undercroft Carpark & Ground Floor Aldi Tenancy			
1.	Automatic fail-safe devices (required automatic exit doors)	E	BCA Clause D2.19, D2.21 (d)
2.	Automatic fire detection and alarm system	N	BCA 2016 Amd 1 Clause E2.2a, Spec. E2.2a Clause 4, AS 1670.1-2015 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
3.	Automatic fire suppression systems (Sprinklers) (Undercroft level to level 1 only)	M	BCA Spec E1.5, AS 2118.1 – 1999 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
4.	Emergency lighting	M	BCA E4.2 & E4.4, AS 2293.1 – 2005
5.	Exit Signs	M	BCA E4.5, E4.6 & E4.8, AS 2293.1 – 2005
6.	Fire alarm monitoring equipment	M	BCA 2016 Amd 1 Spec E2.2a Clause 7, AS 1670.3-2004 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
7.	Fire control centres	N	<p>Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p> <ul style="list-style-type: none">• Permit the following BCA DtS deviations on the fire control centre design:<ul style="list-style-type: none">a) Permit the development to be provided with two (2) independent FIP's that serve the Aldi/carpark and Residential/Carpark portions providing alarm to those areas only, the extent of FIP systems is indicatively shown in Figure 18.4 of the FER; andb) The fire control centre must have a doorway direct to the street• The existing/proposed portions of the building shall be provided with alarm signalling equipment that designates the building of fire alarm origin (i.e. Aldi/Carpark or Residential/Carpark); and• Door signage shall be provided to the doorway which can be seen by fire crews accessing the Fire Control Centre.

			<p>Signage shall state the following:</p> <p>‘FIRE CONTROL CENTRE’</p> <ul style="list-style-type: none"> • Signage shall be in capital letters no less than 20mm in height and in colour contrasting with the background • Provision of red strobe lights located outside the fire control centre location such that it can be seen from Penprase Lane and Wandella Road without obstructions. The red strobe light will have to be activated by an alarm signal from the respective Fire Indicator Panel (FIP) following the activation of the building wide fire alarm system provided within the respective portions (i.e. Aldi Tenancy/Carpark and Residential Portion/Carpark);
8.	Fire doors	M	<p>BCA C3.2, C3.8, AS 1905.1 – 2005</p> <p>Aldi Extension</p> <p>BCA 2016 Amd 1 Clause C3.8, Spec C3.4, AS 1905.1-2015</p>
9.	Fire hydrant systems	M	<p>BCA E1.3, AS 2419.1 – 2005 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p> <p>Fire hydrant system installed in accordance with Clause E1.3 of the BCA and AS2419.1:2005 with the exception of the following:</p> <ul style="list-style-type: none"> a) The proposed booster to serve the residential portion of the development is to be located at the residential lobby on Penprase Lane. However, this is not the principle entrance/title for site and as a result the booster assembly location is not in direct line of sight from the principle entrance for site (i.e. Wandella Road); and b) A new booster assembly is proposed as part of the residential portion which results in two (2) booster assemblies serving a single site. The fire hydrant booster assembly location shall be identified by a red strobe light which is activated by an alarm signal from the Fire Indicator Panel (FIP) that activates upon activation of the fire detection & alarm system or sprinkler system contained within the subject building; and c) The extent of existing and new hydrant

			<p>systems is indicatively shown in Figure 16.2</p> <p>d) Provide signage at the respective booster assemblies stating the following: ‘RETAIL/ UNDERCROFT CARPARK BOOSTER ASSEMBLY ONLY’ and ‘RESIDENTIAL & RESIDENTIAL/RSL CARPARK BOOSTER ASSEMBLY ONLY’</p> <p>Signage must be in capital letters no less than 20mm in height and in a colour contrasting with the background.</p> <ul style="list-style-type: none"> Block plans are to be provided at the Fire Indicator Panel (FIP), Sub Fire Indicator Panel and the booster assembly in accordance with Section 7.11 of AS2419.1-2005 and the FRNSW Tactical Fire Fight Plans Guideline (Policy number 6, Version 02); and <p>The block plans at the FIP are to clearly detail the proposed carpark separation between carpark levels 1 & 2 afforded by the fire shutter and the respective access point to each fire compartment and corresponding hydrant location</p>
10.	Fire seals protecting openings in fire-resisting components of the building	M	<p>BCA C3.16, AS 1530.4 – 2005</p> <p>Aldi Extension BCA 2016 Amd 1 Clause C3.15, Spec C3.15, AS4072.1-2005, AS1530.4-2014, Manufacturer’s specifications</p>
11.	Hose reel systems	M	BCA E1.4, AS 2441 – 2005
12.	Mechanical air handling systems (Automatic Shutdown & Aldi carpark ventilation)	M	<p>BCA 2009 E2.2 & AS/NZS 1668.1-1998</p> <p>Aldi Extension BCA 2016 Amd 1, E2.2, Spec E2.2a, AS/NZS 1668.1-2015, AS 1668.2-2012 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p>
13.	Occupant warning system	M	BCA 2016 Amd 1 Clause E2.2, Spec. E2.2a Clause 6, AS 1670.1-2015 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
14.	Portable fire extinguishers	M	BCA E1.6, AS 2444 – 2001

15.	Warning and operational signs	M	BCA D2.23, Clause 183 EPAR 2000
Ground Floor, Level 1 & Level 2 RSL Carpark			
	Measure	Status	Minimum Standard of Performance
1.	1. Access panels, doors and hoppers to fire-resisting shafts	N	BCA 2016 Amd 1 Clause C3.13, AS 1905.1-2015, AS1905.2-2005 & Manufacturer's specifications
2.	Automatic fire suppression systems (Sprinklers) (Undercroft level to level 1 only)	M	BCA Spec E1.5, AS 2118.1 – 1999 (Undercroft level to level 1 only) & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
3.	Automatic fire detection and alarm system	N	BCA 2016 Amd 1 Clause E2.2a, Spec. E2.2a Clause 3, Clause 4 AS 1670.1-2015 and AS 3786-2014 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
4.	Emergency evacuation procedures	N	Clause 43 of the Work Health & Safety Regulation 2011
5.	Emergency lighting	N	BCA 2016 Amd 1 Clause E4.2, E4.3 E4.4, AS 2293.1-2005
6.	Exit and directional signage	N	BCA 2016 Amd 1 Clause E4.5, NSW E4.6 & E4.8, Spec E4.8 AS 2293.1-2018
7.	Fire alarm monitoring system	N	BCA 2016 Amd 1 Spec E2.2a Clause 7, AS 1670.3-2004 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
8.	Fire control centres	N	<p>Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p> <ul style="list-style-type: none"> Permit the following BCA DtS deviations on the fire control centre design: <ul style="list-style-type: none"> a) Permit the development to be provided with two (2) independent FIP's that serve the Aldi/carpark and Residential/Carpark portions providing alarm to those areas only, the extent of FIP systems is indicatively shown in Figure 18.4; and b) The fire control centre must have a doorway direct to the street

	Measure	Status	Minimum Standard of Performance
			<ul style="list-style-type: none"> The existing/proposed portions of the building shall be provided with alarm signalling equipment that designates the building of fire alarm origin (i.e. Aldi/Carpark or Residential/Carpark); and Door signage shall be provided to the doorway which can be seen by fire crews accessing the Fire Control Centre. Signage shall state the following: 'FIRE CONTROL CENTRE' Signage shall be in capital letters no less than 20mm in height and in colour contrasting with the background Provision of red strobe lights located outside the fire control centre location such that it can be seen from Penprase Lane and Wandella Road without obstructions. The red strobe light will have to be activated by an alarm signal from the respective Fire Indicator Panel (FIP) following the activation of the building wide fire alarm system provided within the respective portions (i.e. Aldi Tenancy/Carpark and Residential Portion/Carpark)
9.	Fire & Smoke dampers	N	BCA 2016 Amd 1 Clause E2.2, C2.5, C3.12, C3.15, Spec E2.2, Spec C2.5, AS/NZS 1668.1-2015, AS 1682.1-2015, AS 1682.2-2015, Manufacturer's specifications
10.	Fire doors	N	BCA 2016 Amd 1 Clause C2.12, C2.13, C3.4, C3.11, Spec C3.4, AS 1905.1-2015
11.	Fire hose reel systems	N	BCA 2016 Amd 1 Clause E1.4, AS 2441-2005
12.	Fire hydrant systems	N	BCA 2016 Amd 1 Clause E1.3, AS 2419.1-2005 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019 Fire hydrant system installed in accordance with Clause E1.3 of the BCA and AS2419.1:2005 with the exception of the following:

	Measure	Status	Minimum Standard of Performance
			<p>a) The proposed booster to serve the residential portion of the development is to be located at the residential lobby on Penprase Lane. However, this is not the principle entrance/title for site and as a result the booster assembly location is not in direct line of sight from the principle entrance for site (i.e. Wandella Road); and</p> <p>b) A new booster assembly is proposed as part of the residential portion which results in two (2) booster assemblies serving a single site. The fire hydrant booster assembly location shall be identified by a red strobe light which is activated by an alarm signal from the Fire Indicator Panel (FIP) that activates upon activation of the fire detection & alarm system or sprinkler system contained within the subject building; and</p> <p>c) The extent of existing and new hydrant systems is indicatively shown in Figure 16.2</p> <p>d) Provide signage at the respective booster assemblies stating the following: ‘RETAIL/ UNDERCROFT CARPARK BOOSTER ASSEMBLY ONLY’ and ‘RESIDENTIAL & RESIDENTIAL/RSL CARPARK BOOSTER ASSEMBLY ONLY’</p> <p>Signage must be in capital letters no less than 20mm in height and in a colour contrasting with the background.</p> <ul style="list-style-type: none"> Block plans are to be provided at the Fire Indicator Panel (FIP), Sub Fire Indicator Panel and the booster assembly in accordance with Section 7.11 of AS2419.1-2005 and the FRNSW Tactical Fire Fight Plans Guideline (Policy number 6, Version 02); and The block plans at the FIP are to clearly detail the proposed carpark separation between carpark levels 1 & 2 afforded by the fire shutter and the respective access

	Measure	Status	Minimum Standard of Performance
			point to each fire compartment and corresponding hydrant location.
13.	Fire seals (protecting openings and service penetrations in fire resisting components of the building)	N	BCA 2016 Amd 1 Clause C3.15, Spec C3.15, AS 4072.1-2005, AS 1530.4-2014, Manufacturer's specifications
14.	Fire rated shutters (within 3m of East boundary to RSL)	E	BCA C3.2, Manufacturers specification and test report
15.	Fire shutters Heat Attenuation Screens Construction of Openings	N	BCA 2016 Amd 1 Clause C3.4, Spec C3.4, AS 1530.4-2014, AS 1905.2-2005 tested prototype & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
16.	Lightweight construction		BCA 2016 Amd 1 Clause C1.8, Spec C1.8, Manufacturer's specifications
17.	Mechanical air handling systems (Automatic Shutdown)	N	BCA 2016 Amd 1, E2.2, Spec E2.2a, AS/NZS 1668.1-2015, AS 1668.2-2012 & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
18.	Openings in fire-isolated lift shafts	N	BCA 2016 Amd 1 Clause C3.10, AS 1735.11-1986
19.	Occupant warning system	N	BCA 2016 Amd 1 Clause E2.2, Spec. E2.2a Clause 6, AS 1670.1-2015 & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
20.	Path of travel for stairways, passageway and ramps	N	Clauses 183-186 of the Environmental Planning and Assessment Regulation 2000
21.	Portable fire extinguishers	N	BCA 2016 Amd 1 Clause E1.6, AS 2444-2001 & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
22.	Wall wetting sprinkler and drencher systems	N	BCA 2016 Amd 1 Clause C3.4, AS 2118.2-2010 & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
23.	Wall-wetting drencher systems (to Eastern Boundary)	E	BCA C3.2, AS 2118.1 – 1999

	Measure	Status	Minimum Standard of Performance
24.	Warning and operational signs	N	BCA 2016 Amd 1 Clause D2.23, E3.3, Spec E1.8, Clause 183 of the Environmental Planning and Assessment Regulation 2000

Levels 3-4 open deck carpark and residential levels 3-7

	Measure	Status	Minimum Standard of Performance
1.	Access panels, doors and hoppers to fire-resisting shafts	N	BCA 2016 Amd 1 Clause C3.13, AS 1905.1-2015, AS1905.2-2005 & Manufacturer's specifications
2.	Automatic fire detection and alarm system & smoke alarm system to residential apartments	N	BCA 2016 Amd 1 Clause E2.2a, Spec. E2.2a Clause 3, Clause 4 AS 1670.1-2015 and AS 3786-2014 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
3.	Emergency evacuation procedures	N	Clause 43 of the Work Health & Safety Regulation 2011
4.	Emergency lighting	N	BCA 2016 Amd 1 Clause E4.2, E4.3 E4.4, AS 2293.1-2005
5.	Exit and directional signage	N	BCA 2016 Amd 1 Clause E4.5, NSW E4.6 & E4.8, Spec E4.8 AS 2293.1-2005
6.	Fire alarm monitoring system	N	BCA 2016 Amd 1 Spec E2.2a Clause 7, AS 1670.3-2004
7.	Fire control centres	N	<p>Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p> <ul style="list-style-type: none"> Permit the following BCA DtS deviations on the fire control centre design: <ul style="list-style-type: none"> a) Permit the development to be provided with two (2) independent FIP's that serve the Aldi/carpark and Residential/Carpark portions providing alarm to those areas only, the extent of FIP systems is indicatively shown in Figure 18.4; and b) The fire control centre must have a doorway direct to the street The existing/proposed portions of the building shall be provided with alarm signalling equipment that designates the building of fire alarm origin (i.e.

	Measure	Status	Minimum Standard of Performance
			<p>Aldi/Carpark or Residential/Carpark); and</p> <ul style="list-style-type: none"> Door signage shall be provided to the doorway which can be seen by fire crews accessing the Fire Control Centre. Signage shall state the following: 'FIRE CONTROL CENTRE' Signage shall be in capital letters no less than 20mm in height and in colour contrasting with the background Provision of red strobe lights located outside the fire control centre location such that it can be seen from Penprase Lane and Wandella Road without obstructions. The red strobe light will have to be activated by an alarm signal from the respective Fire Indicator Panel (FIP) following the activation of the building wide fire alarm system provided within the respective portions (i.e. Aldi Tenancy/Carpark and Residential Portion/Carpark);
8.	Fire & Smoke dampers	N	<p>BCA 2016 Amd 1 Clause E2.2, C2.5, C3.12, C3.15, Spec E2.2, Spec C2.5,</p> <p>AS/NZS 1668.1-2015, AS 1682.1-2015, AS 1682.2-2015, Manufacturer's specifications</p>
9.	Fire doors	N	<p>BCA 2016 Amd 1 Clause C2.12, C2.13, C3.4, C3.8, C3.11, Spec C3.4, AS 1905.1-2015 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p>
10.	Fire hose reel systems	N	<p>BCA 2016 Amd 1 Clause E1.4, AS 2441-2005</p>
11.	Fire hydrant systems	N	<p>BCA 2016 Amd 1 Clause E1.3, AS 2419.1-2005 & Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p> <p>Fire hydrant system installed in accordance with Clause E1.3 of the BCA and AS2419.1:2005 with the exception of the following:</p> <p>a) The proposed booster to serve the residential portion of the development is to</p>

	Measure	Status	Minimum Standard of Performance
			<p>be located at the residential lobby on Penprase Lane. However, this is not the principle entrance/title for site and as a result the booster assembly location is not in direct line of sight from the principle entrance for site (i.e. Wandella Road); and</p> <p>b) A new booster assembly is proposed as part of the residential portion which results in two (2) booster assemblies serving a single site. The fire hydrant booster assembly location shall be identified by a red strobe light which is activated by an alarm signal from the Fire Indicator Panel (FIP) that activates upon activation of the fire detection & alarm system or sprinkler system contained within the subject building; and</p> <p>c) The extent of existing and new hydrant systems is indicatively shown in Figure 16.2</p> <p>d) Provide signage at the respective booster assemblies stating the following:</p> <p>‘RETAIL/ UNDERCROFT CARPARK BOOSTER ASSEMBLY ONLY’</p> <p>and</p> <p>‘RESIDENTIAL & RESIDENTIAL/RSL CARPARK BOOSTER ASSEMBLY ONLY’</p> <p>Signage must be in capital letters no less than 20mm in height and in a colour contrasting with the background.</p> <ul style="list-style-type: none"> Block plans are to be provided at the Fire Indicator Panel (FIP), Sub Fire Indicator Panel and the booster assembly in accordance with Section 7.11 of AS2419.1-2005 and the FRNSW Tactical Fire Fight Plans Guideline (Policy number 6, Version 02); and The block plans at the FIP are to clearly detail the proposed carpark separation between carpark levels 1 & 2 afforded by the fire shutter and the respective access point to each fire compartment and

	Measure	Status	Minimum Standard of Performance
			corresponding hydrant location.
12.	Fire seals (protecting openings and service penetrations in fire resisting components of the building)	N	BCA 2016 Amd 1 Clause C3.15, Spec C3.15, AS 4072.1-2005, AS 1530.4-2014, Manufacturer's specifications
13.	Fire shutters & Heat Attenuation Screens and Construction of Openings	N	BCA 2016 Amd 1 Clause C3.4, Spec C3.4, AS 1530.4-2014, AS 1905.2-2005 tested prototype & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019:
14.	Lightweight construction	N	BCA 2016 Amd 1 Clause C1.8, Spec C1.8, Manufacturer's specifications
15.	Mechanical air handling systems	N	BCA 2016 Amd 1 Clause E2.2, Spec E2.2a, AS/NZS 1668.1-2015, AS 1668.2-2012 & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
16.	Openings in fire-isolated lift shafts	N	BCA 2016 Amd 1 Clause C3.10, AS 1735.11-1986
17.	Occupant warning system	N	BCA 2016 Amd 1 Clause E2.2, Spec. E2.2a Clause 6, AS 1670.1-2015 & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
18.	Path of travel for stairways, passageway and ramps	N	Clauses 183-186 of the Environmental Planning and Assessment Regulation 2000
19.	Portable fire extinguishers	N	BCA 2016 Amd 1 Clause E1.6, AS 2444-2001 & Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019
20.	Smoke-Proof Construction and Smoke Doors	N	<p>Fire Engineering Report No 190117_V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p> <p>BCA 2016 Amd 1 Clause C2.5, NSW Clause C2.5(b), Spec C2.5, C3.4</p> <p>The L3-L7 residential public corridors shall be divided into two (2) intervals by smoke-proof construction in accordance with Clause 2 of Specification C2.5 of the BCA (refer to FER Figure 14.2). Smoke door construction shall be in</p>

	Measure	Status	Minimum Standard of Performance
			<p>accordance with Clause 3 of Specification C3.4 of the BCA and generally incorporate the following:</p> <ul style="list-style-type: none"> a) Solid door construction (minimum 35mm thickness) or AS1288 safety glazing swing door; and b) Fitted with medium temperature smoke seals suitable for temperature up to 200°C for up to 30 minutes; and c) Provided with self-closing or auto-closing devices. Should auto-close devices be provided, smoke detectors shall be situated 1.5m either side of the smoke door and shall initiate the auto-close operation upon smoke detector activation.
21.	Warning and operational signs	N	BCA 2016 Amd 1 Clause C3.6, D2.23, E3.3, Spec E1.8, Clause 183 of the Environmental Planning and Assessment Regulation 2000
22.	<p>Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019</p> <ul style="list-style-type: none"> • Reduction in FRLs to Wet Areas of SOU's L4-7 • Protection of openings to the northern, eastern and southern portions of the building are within 3m of the allotment boundary • Protection of openings between residential and carpark fire compartments are within 6m • Use of a fire shutter in lieu of a fire wall between carpark levels 1 and 2 • Extended travel distances & Distance between alternative exits within the residential, carpark and Aldi portions of the building • Rationalisation of 3m aggregate exit width in lieu of 4m top the Aldi tenancy • Discharge from Fire Stair 1 at undercroft level requires occupants to travel within 6m of unprotected openings • Discharge from Fire Stair 1 at undercroft level requires occupants to travel back under the building to reach the road • 2 booster assemblies are proposed for the building: <ul style="list-style-type: none"> • Existing booster serving 	N	Fire Engineering Report No 190117_ V5-0 prepared by Scientific Fire Services dated 25 Nov 2019

	Measure	Status	Minimum Standard of Performance
	<p>the undercroft level and ground floor retail (Aldi) only.</p> <ul style="list-style-type: none"> • New booster assembly serving the RSL carpark at ground floor, level 1 & level 2 plus the remaining open desk carpark levels 3 & 4 and residential levels 3 to the roof deck level. • A compliant shield wall is not provided to the new booster at Penprase Lane and it is also not within sight of the main entrance to the building • Omission of sprinklers from level 2 carpark and performance assessment of cross ventilation to consider "Open-Deck" criteria • To utilise two main FIP's for the building which operate separately in fire mode 		

NOTES:

* Indicate whether the measure is New (**N**), Existing (**E**) or Modified (**M**)

** Date (DD-MM-YY) measure was assessed by a properly qualified person

APPENDIX C
Performance Solution Report
(Pursuant to Clause 155 (f) of the Environmental Planning and Assessment Regulation 2000)

Title	Miranda Central
Date of issue	25 Nov 19
Reference Number	190117
Version Number	05
Company	Scientific Fire Services
Name of Certifier - Fire Safety	Derya Horasan
Accreditation Number	BDC2272