

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38 / 112 McEvoy Steet, Alexandria NSW	phone: 02 7909 6545 email: kaori@infinityproperty.com.au
co-agent		
vendor	Yulong He	
vendor's solicitor	Prudentia Legal Suite 402 Level 4 491 Kent St SYDNEY NSW 2000	phone: 02 9281 1688 email: weiwei@prudentialegal.com ref: 2514720
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	601/2A Charles Street, Canterbury NSW 2193 LOT 122 STRATA PLAN SP94402 Folio Identifier 122/SP94402	
improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning ☐ clothes line ☒ blinds ☐ curtains ☒ built-in wardrobes ☒ dishwasher ☐ ceiling fans ☐ EV charger ☐ other:	☒ fixed floor coverings ☒ range hood ☐ insect screens ☐ solar panels ☒ light fittings ☒ stove ☐ pool equipment ☐ TV antenna
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit		
balance	(10% of the price, unless otherwise stated)	
contract date	(if not stated, the date this contract was made)	

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☐ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☒ 35 strata by-laws ☐ 36 strata development contract or statement ☒ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other ☐ 60

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

Netstrata

suzi.bellas@netstrata.com.au
02 8567 6452

SECTION 66W CERTIFICATE

I, _____ of _____,
certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **601/2A Charles Street, Canterbury NSW 2193**, from **Yulong He (the Vendor)** to **(the Purchaser)** in order that there is no cooling off period in relation to that contract;
3. I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee; and
4. I have explained to the Purchaser
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (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>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development 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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do 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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

601/2A CHARLES ST CANTERBURY NSW 2193

Special Conditions

33. Amendments to the Contract

The following clauses comprised in this Contract shall be amended as follows:

- | | | |
|-------|---------------|---|
| 33.1 | Clause 2.9 | delete the words "parties equally" and replace with the words "party entitled to the Deposit" |
| 33.2 | Clause 5.1 | delete |
| 33.3 | Clause 6.1 | delete and replace with the following:
6.1 The Purchaser can (but only before completion) claim compensation for an error or misdescription in this Contract (as to the property or the title). |
| 33.4 | Clause 6.2 | delete |
| 33.5 | Clause 7.1.1 | delete |
| 33.6 | Clause 7.2.1 | "10%" is deleted and "2.5%" is substituted |
| 33.7 | Clause 7.2.4 | delete "and the costs of the Purchaser" |
| 33.8 | Clause 8.1.1 | delete "on reasonable grounds" |
| 33.9 | Clause 8.1.2 | delete "and those grounds" in first line of clause 8.1.2, and insert "or a claim" after the word "requisition" wherever it appears; |
| 33.10 | Clause 8.2.2 | delete |
| 33.11 | Clause 10.1.8 | replace the word "substance" with "existence" |
| 33.12 | Clause 10.1.9 | replace the word "substance" with "existence" |
| 33.13 | Clause 14.2.1 | replace "2 business days" with "5 business days" |
| 33.14 | Clause 14.4.2 | delete and replace with "by adjusting the amount actually payable by the Vendor." |
| 33.15 | Clause 19 | insert clause 19.3 as follows:
"Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the <i>Conveyancing (Sale of Land) Regulation 2022</i> is the remedy prescribed by that regulation." |
| 33.16 | Clause 23.6.1 | delete and replace with "if it was determined on or before the Contract date and is payable by instalments, the Vendor is liable to pay the instalments due on or before the settlement date. Any instalments due after settlement is the Purchaser's liability." |
| 33.17 | Clause 23.9.1 | replace "1%" with "5%" |
| 33.18 | Clause 23.9.2 | delete |
| 33.19 | Clause 23.13 | replace "The Vendor" with "The Purchaser", and add at the end "the Purchaser is authorised to obtain the information certificate under this clause." |

- 33.20 Clause 23.14 delete
- 33.21 Clause 23.17.2 delete
- 33.22 Clause 24.1 delete
- 33.23 Clause 24.3.3 delete
- 33.24 Clause 31.2 delete the words "earlier than 5 business days after" and substitute "until"

34. Warranty on Agency

The Purchaser warrants that the Purchaser was not introduced to the property by a person other than the Vendor's agent named on the front page of this Contract and agrees to indemnify the Vendor for any claim for compensation made by any other person arising from this sale and against all costs and expenses incidental to defending such claim. This warranty and indemnity on the part of the Purchaser shall not merge on completion but shall continue for the benefit of the Vendor.

35. Purchaser's Acknowledgement

The Purchaser acknowledges that:

- 35.1 the Purchaser does not rely, in this Contract, upon any warranties, statements, promises or representations made by the Vendor, or given by the Vendor, or on behalf of the Vendor, in relation to the location, condition, state of repair, suitability of the Property, development opportunities, future gain, rental performance, use purpose, future zoning changes, and/or all other aspects of the Property, but has relied entirely upon the Purchaser's own enquiries and inspections made before entering into this Contract;
- 35.2 the Purchaser is purchasing the property in its present condition and state of repair with all faults and defects, if any, whether latent or patent, and the Purchaser shall not be entitled to make any objection, claim or requisition, delay completion, rescind or terminate in respect of any dilapidation of any structure within the property, including outbuildings and dividing fences or infestation by pests. The Purchaser shall not require the Vendor to carry out any work on the property or any improvement after the date of Contract;
- 35.3 the Purchaser accepts the property and any chattels and furnishings included in this Contract in their present condition subject to fair wear and tear. The Purchaser shall not require the Vendor to remove any building materials, vegetation and/or any collection of items or materials whether stored in or under the house or on the property in any manner whatsoever;

- 35.4 the Purchaser shall take title to the property subject to the existing or proposed water, sewerage and drainage, gas, electricity, telephone and/or other installations or services (if any) and shall not make any objection, claim or requisition, delay completion, rescind or terminate in respect of the nature, location, availability or non-availability of any such service;
- 35.5 the Purchaser does not rely on any other letters, documents or arrangement whether oral or in writing adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement and that the conditions and stipulations herein constitute the only Contract between the Vendor and the Purchaser.
- 35.6 the Vendor gives no warranty as to the suitability of the property, services or the use to which the property may be put, including the lawfulness of the present use of the property. The Purchaser enters into this Contract with full knowledge of and subject to any prohibitions or restrictions on the use of the Property from time to time under any law; and the Purchaser shall obtain, maintain and comply with at its cost any consent or approval from any Authority which may from time to time be necessary under any law for his use or occupation of the property.

36. Property sold subject to planning restriction

- 36.1 The Purchaser accepts and purchases the property subject to all existing and proposed restrictions affecting the use, development or enjoyment of the property under any act, order, regulation, by-law, local law, restriction or condition imposed upon the property by or with semi-governmental or judicial entity or authority including but not limited to any applicable environment planning instrument or deemed environmental planning instrument or resolution of any responsible authority made or which may later be made under the *Local Government Act 1993* and the *Environmental Planning and Assessment Act 1979*.
- 36.2 The Purchaser shall take title subject to all such restrictions and conditions described in the preceding Special Condition 36.1 and shall not make any requisition or objection or claim any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the property.
- 36.3 The restrictions and conditions described in this Special Condition 36 do not constitute a defect in the Vendor's title to the property.
- 36.4 The Purchaser shall make no objection requisition or claim for compensation in respect of the fact that there may be any outstanding Orders from any Governmental, semi-

governmental, or local Governmental bodies requiring the carrying out of any work to any building presently erected on the subject land.

37. Settlement date

Unless otherwise agreed by both parties, if the settlement date falls between 24th December of the current year and 15th January of the following year (both dates inclusive), then the settlement date is to be adjusted to the next business day following 15th January of the following year. Any notices or documents served by the Purchaser during this period are taken to be served on the first business day following 15th January.

If the Purchaser requests settlement during this period, the Purchaser must pay \$1,500.00 plus GST to the Vendor's solicitor for such special legal services, subject to Vendor's solicitor's confirmation.

This is an essential provision of this Contract that the amount be paid on completion in addition to all other monies required to be paid by the Purchaser under this Contract at completion.

This clause does not apply if the Vendor requires the settlement to occur during this period.

38. Notice to Complete

38.1 If a party becomes entitled to issue a Notice to Complete, then fourteen (14) days shall be sufficient and reasonable time for compliance with the terms of such Notice and such Notice shall be sufficient to make time of the essence of this Contract.

38.2 Despite any other provision of this Contract if the Purchaser fails to complete this Contract on or before the completion date and a Notice to Complete is served by the Vendor's solicitor then the Purchaser shall be liable for the Vendor's legal costs for preparation and service of the Notice to Complete in the agreed sum of \$350.00 (plus GST). The Purchaser acknowledges that payment of such sum on or before completion is an essential condition of this Contract.

39. Interest for late completion

39.1 Should the Purchaser not complete this Contract by the date for completion without default by the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser shall pay on completion to the Vendor by way of liquidated damages, in addition to the balance of purchase money, an amount calculated as ten per cent (10%) per annum interest

on the balance of purchase money, computed at a daily rate from the day immediately after the date for completion to the day on which this sale is completed. The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid.

- 39.2 The Vendor shall not be liable for any damages to the Purchaser if the Vendor is not able to complete by the time appointed for completion in this Contract.

40. Settlement Reschedule

If the Purchaser fails to complete after appropriate arrangements have been made, the sum of \$300.00 (plus GST) for each instance is payable by the Purchaser on completion in respect of the Vendor's legal costs of rescheduling settlement. The Purchaser acknowledges that payment of such sum on or before completion is an essential condition of this Contract.

41. Adjustment

In addition to the obligations contained in Clause 14:

- 41.1 Unless otherwise agreed, a statement of adjustment of outgoings in respect of the property shall be delivered to the Vendor's solicitors at least four (4) days prior to the Completion Date;
- 41.2 If the property is not rated separately by the rating authorities and/or is not separately assessed for land tax, then for the purposes of Clause 14, the proportion of the Vendor's total rates and taxes applicable to the property is in accordance with the schedule of Lot Liability annexed to the Plan. If this is the case, the Vendor undertakes to pay all outgoings when they are due to be paid and the Purchaser cannot require them to be paid at or before settlement;
- 41.3 For the avoidance of doubt, outgoings will be adjusted as if they had been paid by the Vendor and as rated/assessed by the authorities based on the use/circumstances of the Vendor; and
- 41.4 The Purchaser must from the Completion Date keep the Vendor indemnified against any liability for all amounts which may be claimed against the Vendor in respect to the property including those pursuant to the *Strata Schemes Management Act 1996* and any regulations

made thereunder.

42. Early Access / Early Possession Request

- 42.1 If the Purchaser makes a request to the Vendor for early access or early possession of the Property prior to completion, the Purchaser shall pay to the Vendor on settlement the sum of \$200.00 plus GST for the additional legal costs incurred by the Vendor in relation to such request. The payment of such costs is required regardless as to whether or not agreement is reached between the parties in relation to the Purchaser obtaining early access or early possession to the Property.
- 42.2 In the event that early possession to the Property is granted to the Purchaser by the Vendor, notwithstanding the provisions of Clause 18 of the printed form of this Contract, the Purchaser who seeks to have possession of the Property prior to Completion of this Contract must pay to the Vendor, by way of adjustment at settlement, the sum of \$600.00 plus GST to cover the legal costs if a Licence Agreement is prepared.

43. Claims for compensation

Unless it is a claim that cannot legally be excluded, modified or restricted by this Contract, the parties agree that any claim whether under Clause 6 or Clause 7 or otherwise, shall be deemed to be an objection or requisition for the purpose of Clause 8 of the general conditions of the Contract.

44. Discharge of Mortgage and Withdrawal of Caveat

Upon completion of this Contract, the Vendor shall hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title of the property and will allow the Purchaser the registration fees payable on any such Discharge of Mortgage or Withdrawal of Caveat and the Purchaser shall make no objection or requisition requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion of this Contract.

45. Service

Service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor if:

- 45.1 Addressed to that party or to that party's solicitor at the respective addresses set out in this

Contract and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.

45.2 The notice or document is sent by facsimile transmission to the facsimile number of the party (if it is noted on the Contract front page) or the party's solicitor or addressee and in any such case shall be deemed to be duly given or made when the transmission has been completed, except where:

45.2.1 the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made; or

45.2.2 the time of dispatch is not before 5:00 p.m. (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

45.3 sent by email to the last known email address of the party or the party's solicitor or addressee on sending, unless the sender receives a delivery failure notification. However, if the time of deemed receipt is not before 5.00 p.m. (local time) on a day on which business is generally carried on in the place to which such notice is sent, then the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

46. Death or Incapacity

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein, if one party prior to completion:

46.1 being an individual:

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

the other party may rescind this Contract.

46.2 being an individual, is declared bankrupt; or

46.3 being a company:

- (a) resolves to go into liquidation;
- (b) has a petition for its winding up presented and not withdrawn within 30 days of presentation;
- (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* or any similar legislation; or
- (d) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed;

the party would have failed to comply with an essential provision of this Contract and the other party can terminate.

47. FIRB

47.1 The Purchaser warrants and represents to the Vendor that prior to entering into this Contract it is a resident of Australia and does not require an approval from FIRB for the purchase; or if a non-resident of Australia, the Purchaser has received approval from FIRB to purchase the property and the Purchaser warrants that it will comply with the conditions of the approval.

47.2 The Purchaser indemnifies and must keep indemnified the Vendor from and against any liability or loss arising from and all costs and expenses incurred directly or indirectly in connection with the promise in clause 47.1 being incorrect or misleading.

48. Building Certificate

The Purchaser acknowledges and agrees that:

48.1 the Vendor does not hold a building certificate in respect of the Property;

48.2 despite clause 11, if the Purchaser applies for a building certificate before completion and council makes a work order, refusing to issue the said certificate for any reason, or informs the Purchaser of work to be done before it will issue the certificate, then

- (a) the Purchaser must not require the Vendor to comply with the work order, remedy the reason, or do the work;
- (b) the Purchaser must not make any requisition or claim, or rescind, terminate or delay completion because of any matter referred to in or arising out from this clause;

- and
- (c) the Purchaser indemnifies the Vendor against any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the Purchaser applying for the building certificate, and any work order, notice or requirement from council arising from that application.

49. Affectation by Crown or any stakeholder

If the property is situated within an area over which Crown or any stakeholder being a natural person or a corporation holds a Petroleum Exploration Licence for oil and gas pursuant to Part 3, Division 2 of the *Petroleum (Onshore) Act 1991*, then the Purchaser acknowledges being made aware of that Licence and the Purchaser must satisfy itself in all respects in relation to the Licence and may not make any objection, requisition or claim for compensation or delay completion or terminate or rescind this Contract because of or in connection with that Licence.

50. Requisitions on Title

Both parties agree that the Vendor will only reply to the Requisition on Title which is annexed to this Contract.

51. Existing Tenancies

In the event that the property is sold with existing tenant, the Vendor does not warrant that the tenant will continue to remain in the property on or after settlement. If the lease has expired and the Purchaser requires vacant possession at settlement, the Purchaser must advise the Vendor in writing, within three (3) days after the Contract date. Upon receipt of the notice, the Vendor may accommodate, but is not required to vacate the property at settlement. The Purchaser cannot delay settlement and must accept the tenancy at settlement.

52. Deposit by instalments

This clause applies if the Vendor agrees to a deposit less than 10% of the Contract price.

- 52.1 The Purchaser is liable for and the Vendor has a right to receive the full deposit equivalent to 10% of the Contract price.
- 52.2 Despite clause 52.1, the Vendor acknowledges and agrees that the Purchaser may pay the deposit in two instalments as follows:

- (a) 5% of the Contract price is payable on or before the Contract date, or by the expiration of the cooling-off period (if applicable); and
- (b) the balance of 10% of the Contract price is payable on the earlier:
 - (i) on or before the completion date;
 - (ii) termination of this Contract due to the Purchaser's default; or
 - (iii) at any other times when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

52.3 This clause does not limit any other rights or remedies the Vendor may have either at law, in equity or under this Contract.

53. Release of Deposit

The Purchaser acknowledges and agrees that by their execution of this Contract they irrevocably authorise the Depositholder to release to the Vendor such part of the deposit moneys as the Vendor will require to use for the purpose of:

- (a) paying a deposit on the Vendor's purchase of a property;
- (b) paying the stamp duty on the Vendor's purchase of a property; and/or
- (c) paying the land tax.

The Vendor agrees that upon release of the deposit in accordance with the terms of this special condition such deposit will be paid only to the trust account of an estate agent or a solicitor or to the Office of State Revenue and will not be further released without the consent of the Purchaser.

54. Release of Deposit for settlement

The Purchaser acknowledges and agrees that by their execution of this Contract they irrevocably authorise the Depositholder to release the Deposit to the trust account of the Vendor's legal representative so that the Vendor can make the Deposit available in the PEXA workspace for the purpose of completion of this Contract and the Vendor's simultaneous settlement, if the Vendor so requires.

55. GST

55.1 Terms defined in the GST Act have the same meaning when used in this special condition, unless expressly stated otherwise.

55.2 If GST is applicable:

- (a) the Vendor and the Purchaser agree the price of the property supplied under this Contract is exclusive of GST;
- (b) the parties agree that they will not apply the Margin Scheme to the Supply of the property made under this Contract; and
- (c) the Purchaser agrees that if this Contract is rescinded as a result of the default by the Purchaser and the Vendor is obliged to pay any GST in respect of the forfeited Deposit, the Purchaser will immediately reimburse to the Vendor upon demand the amount of GST payable by the Vendor in respect of the forfeited Deposit.

55.3 This Special Condition does not merge on completion of this Contract.

56. Non-Merger

Any provision of this Contract which is not or cannot be satisfied by the Completion Date will survive and will not in any way merge or be satisfied or determined upon the Completion Date or by or upon the settlement of the purchase of the property.

57. No Waiver

No waiver or any right under this Contract or forbearance or delay in the enforcement thereof or any other indulgence including but not only an indulgence of time granted by either party to this Contract to the other party will affect the strict rights of that party under this Contract and all the rights and powers of that party will remain in full force and effect notwithstanding any such waiver, forbearance, delay or other indulgence on the part of that party.

58. Severability

If any provision of this Contract is at any time construed as illegal, invalid or unenforceable, the legality, validity or enforceability of any other provision herein contained will not be affected and the illegal, invalid or unenforceable provision is to be deemed deleted here from to the same extent and effect as if it had never been incorporated herein and all other provisions hereof will continue in full force and effect.

59. Extension of cooling-off period

The Purchaser agrees to pay the Vendor \$150.00 plus GST on completion by way of a Purchaser allowance for each extension of the cooling off period requested by the Purchaser after the Contract

date and granted by the Vendor. The Purchaser acknowledges that this payment represents the Vendor's additional legal fees incurred as a result of the Purchaser's request for the extension.

60. General

- 60.1 If any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining part and other provisions is not affected.
- 60.2 If there is a conflict between these additional provisions and the printed provisions of this Contract, these additional provisions prevail.
- 60.3 Headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract.
- 60.4 Clauses under this Contract which can apply after completion continue to apply after completion.
- 60.5 The Vendor does not promise, represent or state that any documents attached to this Contract are accurate or current.

61. Definitions and Interpretation

61.1 Definitions

In this Contract unless the context otherwise requires:

Bank means a bank as defined as an authorised deposit taking institution within the meaning of Section 9 of the *Banking Act 1959* (Cth);

Completion Date means the date for completion as stated on the front page of this Contract;

Contract means this Contract of sale including any schedules, annexures and exhibits to this Contract of Sale;

FIRB means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of *Foreign Acquisitions and Takeovers Act 1975* (Cth) (FATA) and any amendment to FATA;

Guarantee and Indemnity means the Deed of Guarantee and Indemnity annexed to this Contract;

Plan means the plan of subdivision as specified on the front page of this Contract.

61.2 Interpretation

In this Contract the following rules of interpretation apply except where it is clear from the

context that they are not intended to apply:

- (a) a word or phrase given a clear meaning on the front page of this Contract will have the same meaning elsewhere in this Contract, unless specifically defined in Special Condition 61.1;
- (b) the singular shall include the plural and vice versa;
- (c) a reference to a gender will include all genders;
- (d) a reference to an individual will include a company or other corporate entity or body;
- (e) a reference to a party in this Contract includes the parties personal representatives, successors in law, substitutes, transferees and assigns;
- (f) a party consists of more than one person, those persons will be jointly and severally liable for performance of the party's obligations;
- (g) a reference to a statute, ordinance or law includes:
 - (1) any rules, regulations or other instruments made under that statute, ordinance or law; and
 - (2) that statute, ordinance or law as amended, consolidated, re-enacted or replaced from time to time
- (h) headings are for convenience only and do not affect interpretation;
- (i) a reference to a document includes the documents as modified or replaced from time to time;
- (j) where anything must be done or by a day which is not a Business Day, it must be done on or by the next Business Day;
- (k) money amounts are expressed in Australian dollars;
- (l) the land sold by the Vendor to the Purchaser under this Contract is referred to as either "the land" or "the property" in the Special Conditions and the Standard Conditions.

62. Electronic exchange

The requirements of Section 9(1)(a) of the *Electronic Transactions Act 2000* (NSW) will be met with respect to signing this Contract for exchange if a party's solicitor forwards by facsimile transmission or email to the other party's solicitor a scanned copy of the Contract signed by the party. For the purposes of Section 9(1)(c) of the *Electronic Transactions Act 2000* (NSW) each party consents to the signed counterparts being provided for exchange by the method described in this clause.

63. Land Tax

63.1 In the event Completion occurs between 1 January and 31 March of any year, the Vendor

may not receive the land tax assessment notice for the Property, then the Purchaser must accept from the Vendor an undertaking to pay any outstanding land tax payable and must not require the Vendor to clear any outstanding land tax on or before Completion.

- 63.2 If the settlement is extended beyond 31 December of the year due to the Purchaser's default, resulting in the Vendor incurring land tax for the new land tax year of which liability is based on the value of all land owned by the Vendor on 31 December of the year in which settlement was due, the Purchaser shall be fully liable for any such land tax (including surcharge), and such amount shall be paid by the Purchaser to the Vendor by way of adjustment at settlement.

64. Conditions of Sale by Auction

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 13 of the *Property and Stock Agents Regulation 2022* and Section 68 of the *Property and Stock Agents Act 2002*:

- 64.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - (b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
 - (c) The highest bidder is the Purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

64.2 The following conditions, in addition to those prescribed above, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) Subject to clause 64.3, the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person.
- (c) Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "Vendor bid".

64.3 The following conditions, in addition to those prescribed above, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one Vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

65. Corporation as Purchaser

If the Purchaser is a company, the two directors or the sole director who signed the Contract unconditionally guarantee the due performance of the Purchaser's obligations under this Contract, both jointly and severally, which includes but not limited to, the due and punctual payment of the price and all other moneys payable by the Purchaser to the Vendor under this Contract.

66. Guarantee for corporate Purchaser

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

SIGNED by)
the guarantors in the presence of:)

Signature

Signature of Witness

Print Name of Witness

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

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



FOLIO: 122/SP94402

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/6/2025	2:54 PM	3	4/6/2025

LAND

LOT 122 IN STRATA PLAN 94402
AT CANTERBURY
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

YULONG HE

(T AM3171)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94402

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP94402

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/4/2025	11:30 AM	11	13/1/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94402
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CANTERBURY
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94402

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94402
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (27 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN DP1198999
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED
WITH SP94402
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973. SEE SP94402
- 5 LAND EXCLUDES MINERALS (SEC.141 PUBLIC WORKS ACT, 1912) WITHIN
THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 6 X371732 EASEMENT FOR PIPELINE 1 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
AK702214 VARIATION OF EASEMENT X371732 SITE VARIED AS
SHOWN IN AK702214 (G1) & (G2)
- 7 5133623 RESTRICTION(S) ON THE USE OF LAND
- 8 5133623 EASEMENT FOR UTILITIES VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1207156 RIGHT OF FOOTWAY 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 AK528642 LEASE TO AUSGRID OF 'SUBSTATION PREMISES NO. S64654
AND S64655' TOGETHER WITH EASEMENTS FOR ELECTRICITY
WORKS DESIGNATED (S1) & (S2) SHOWN IN PLAN WITH
AK528642. EXPIRES: 15/5/2066. OPTION OF RENEWAL: 25

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 11/4/2025

FOLIO: CP/SP94402

PAGE 2

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

-
- YEARS.
- 11 DP1198999 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 12 DP1198999 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1198999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (A1) IN THE TITLE DIAGRAM
- 14 DP1198999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP1198999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1198999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1198999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (A5) IN THE TITLE DIAGRAM
- 18 DP1198999 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1198999 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (E1) IN THE TITLE DIAGRAM
- 20 DP1198999 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1198999 EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1198999 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (R1) IN THE TITLE DIAGRAM
- 23 DP1198999 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (R2) IN THE TITLE DIAGRAM
- 24 DP1198999 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (13) IN THE S.88B

END OF PAGE 2 - CONTINUED OVER

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PAGE 3

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
 25 DP1198999 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN
 STRATUM) REFERRED TO AND NUMBERED (14) IN THE S.88B
 INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
 26 AN244590 INITIAL PERIOD EXPIRED
 27 AU739826 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94402

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 51	2	- 41	3	- 43	4	- 34
5	- 41	6	- 39	7	- 39	8	- 39
9	- 31	10	- 32	11	- 42	12	- 44
13	- 44	14	- 52	15	- 42	16	- 43
17	- 35	18	- 41	19	- 40	20	- 40
21	- 40	22	- 40	23	- 40	24	- 43
25	- 44	26	- 36	27	- 43	28	- 43
29	- 53	30	- 41	31	- 36	32	- 43
33	- 40	34	- 40	35	- 40	36	- 41
37	- 36	38	- 43	39	- 41	40	- 42
41	- 53	42	- 43	43	- 43	44	- 36
45	- 42	46	- 40	47	- 41	48	- 41
49	- 41	50	- 41	51	- 44	52	- 44
53	- 36	54	- 44	55	- 44	56	- 53
57	- 42	58	- 36	59	- 43	60	- 41
61	- 40	62	- 41	63	- 42	64	- 37
65	- 44	66	- 42	67	- 43	68	- 53
69	- 43	70	- 44	71	- 36	72	- 44
73	- 42	74	- 42	75	- 42	76	- 42
77	- 42	78	- 44	79	- 45	80	- 37
81	- 44	82	- 44	83	- 53	84	- 43
85	- 37	86	- 44	87	- 42	88	- 42
89	- 42	90	- 43	91	- 37	92	- 44
93	- 43	94	- 44	95	- 54	96	- 44
97	- 45	98	- 36	99	- 44	100	- 43
101	- 43	102	- 43	103	- 43	104	- 43
105	- 45	106	- 46	107	- 37	108	- 45
109	- 45	110	- 54	111	- 43	112	- 37
113	- 45	114	- 43	115	- 43	116	- 43
117	- 43	118	- 37	119	- 45	120	- 43
121	- 44	122	- 55	123	- 45	124	- 45
125	- 37	126	- 45	127	- 43	128	- 44
129	- 44	130	- 44	131	- 44	132	- 46
133	- 46	134	- 37	135	- 46	136	- 46
137	- 55	138	- 44	139	- 37	140	- 45

END OF PAGE 3 - CONTINUED OVER

2514720...

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PAGE 4

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

STRATA PLAN 94402

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
141	- 44	142	- 43	143	- 44	144	- 44
145	- 38	146	- 46	147	- 44	148	- 45
149	- 55	150	- 45	151	- 46	152	- 37
153	- 46	154	- 44	155	- 44	156	- 44
157	- 44	158	- 44	159	- 46	160	- 47
161	- 38	162	- 46	163	- 46	164	- 55
165	- 45	166	- 38	167	- 46	168	- 44
169	- 44	170	- 44	171	- 45	172	- 38
173	- 46	174	- 45	175	- 45	176	- 56
177	- 46	178	- 47	179	- 38	180	- 46
181	- 45	182	- 45	183	- 45	184	- 45
185	- 45	186	- 47	187	- 48	188	- 38
189	- 47	190	- 47	191	- 56	192	- 45
193	- 38	194	- 47	195	- 45	196	- 45
197	- 45	198	- 45	199	- 39	200	- 47
201	- 46	202	- 45	203	- 58	204	- 47
205	- 48	206	- 39	207	- 47	208	- 46
209	- 46	210	- 46	211	- 46	212	- 46
213	- 48	214	- 49	215	- 39	216	- 48
217	- 48	218	- 58	219	- 47	220	- 39
221	- 48	222	- 46	223	- 46	224	- 46
225	- 47	226	- 40	227	- 48	228	- 47
229	- 47						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

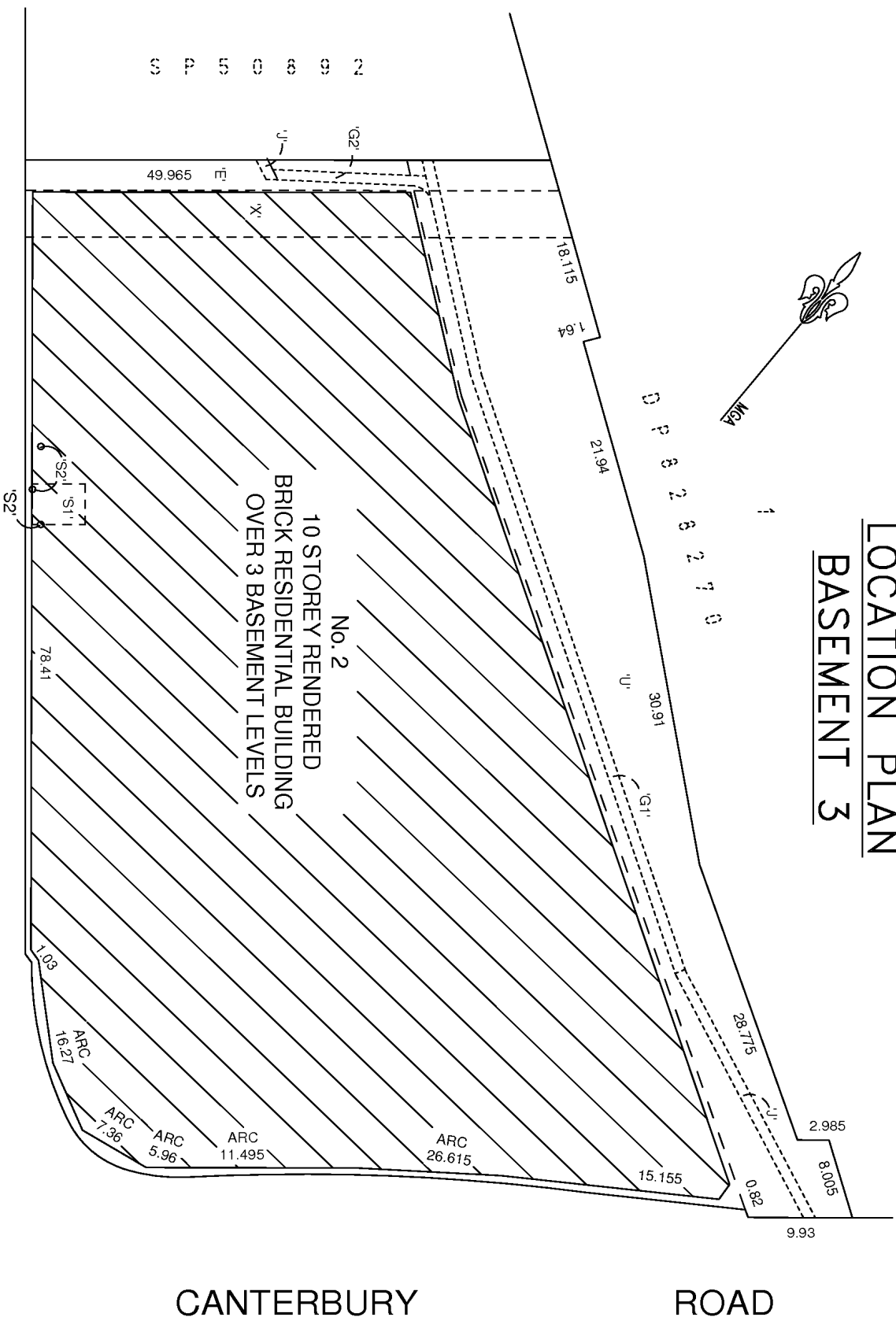
2514720...

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



LOCATION PLAN BASEMENT 3



G1' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE AK702214
 G2' DENOTES EASEMENT FOR PIPELINE (1 WIDE & VARIABLE), VIDE AK702214
 U' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE X371732
 E' DENOTES RIGHT OF FOOTWAY (3 WIDE), VIDE DP1207156
 U' DENOTES EASEMENT FOR UTILITIES (VARIABLE WIDTH), VIDE 5133623
 X' DENOTES EX MINERALS (7.62 WIDE)(S.141 PUBLIC WORKS ACT, 1912)
 S1' DENOTES EASEMENT FOR ELECTRICITY WORKS, 5 WIDE, VIDE AK528642
 S2' DENOTES EASEMENT FOR ELECTRICITY WORKS, OVER EXISTING LINE OF CABLES (APPROXIMATE ONLY), VIDE AK528642

EASEMENT FOR SERVICES (WHOLE OF LOT), VIDE DP1198999

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

Surveyor: JOHN WALTON
 Surveyor's Ref: 2051-13SP
 Subdivision No.: SC2356

Registered
 27.10.2016

SP94402

Lengths are in metres Reduction Ratio 1 : 400

49.965 $\bar{m}$
$$\begin{array}{r} 3.845 \\ - 1.71 \\ \hline 3.415 \end{array}$$

ARC
5.90

CHARLES
M. VIDE DP1198999

STREET

R1 DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRUTUM, VIDE DP1 186939
R2 DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRUTUM, VIDE DP1 186939
S2 DENOTES EASEMENT FOR ELECTRICITY WORKS, OVER EXISTING LINE OF CABLES (APPROXIMATE ONLY), VIDE AK528642

EASEMENT FOR SERVICES (WHOLE OF LOT), VIDE DP1198999

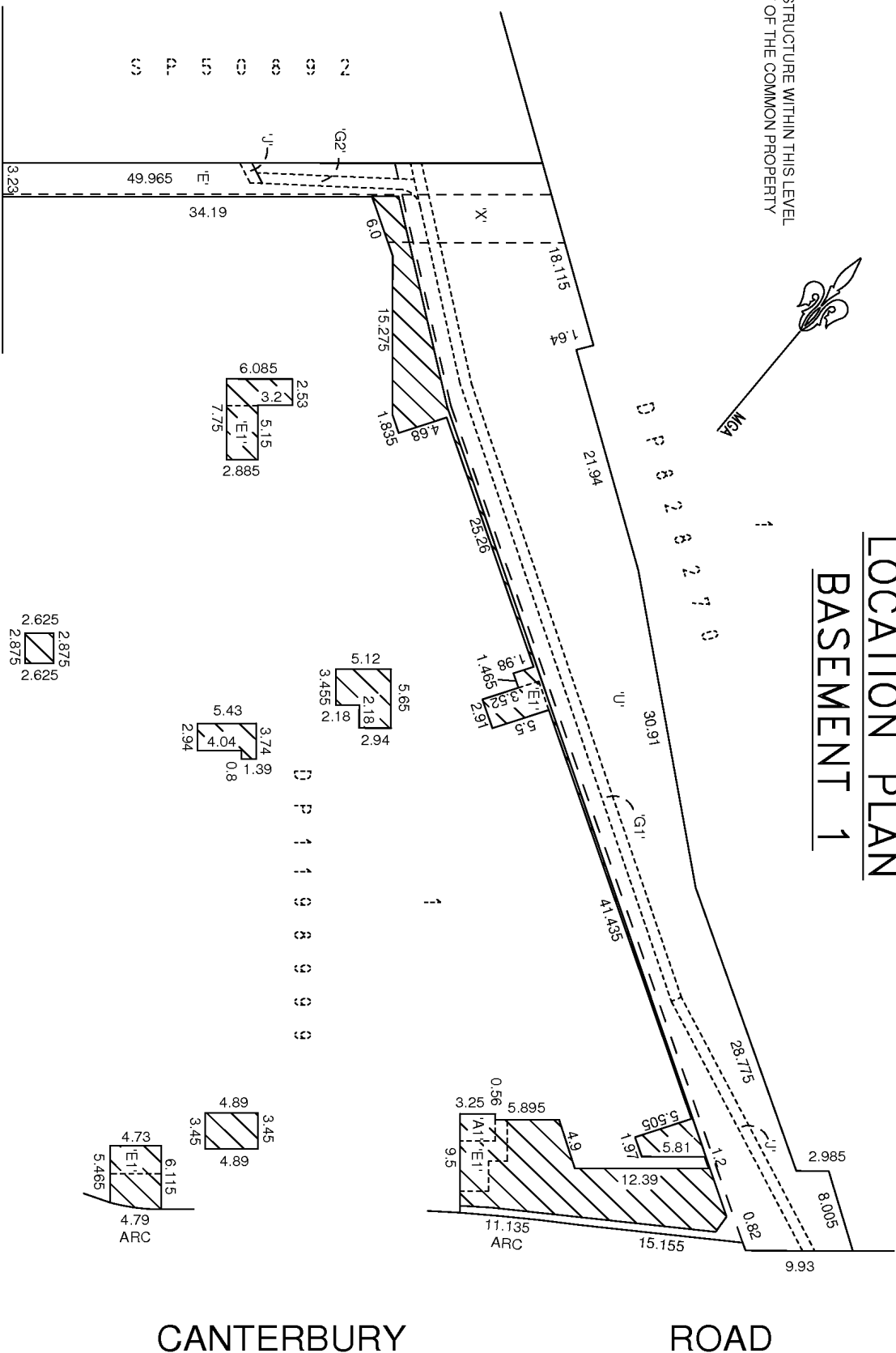
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No: SC2356
Lengths are in metres Reduction Ratio 1 : 400

27.10.2016

SP94402

ALL OF THE STRUCTURE WITHIN THIS LEVEL
FORMS PART OF THE COMMON PROPERTY

LOCATION PLAN BASEMENT 1



CHARLES

STREET

CANTERBURY

ROAD

- G1' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE AK702214
 - G2' DENOTES EASEMENT FOR PIPELINE (1 WIDE & VARIABLE), VIDE AK702214
 - U' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE X371732
 - E' DENOTES RIGHT OF FOOTWAY (3 WIDE), VIDE DP1207156
 - U' DENOTES EASEMENT FOR UTILITIES (VARIABLE WIDTH), VIDE 5133623
 - X' DENOTES EX MINERALS (7.62 WIDE)(S.141 PUBLIC WORKS ACT, 1912)
 - A' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM, VIDE DP1198999
 - E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM, VIDE DP1198999
- EASEMENT FOR SERVICES (WHOLE OF LOT), VIDE DP1198999

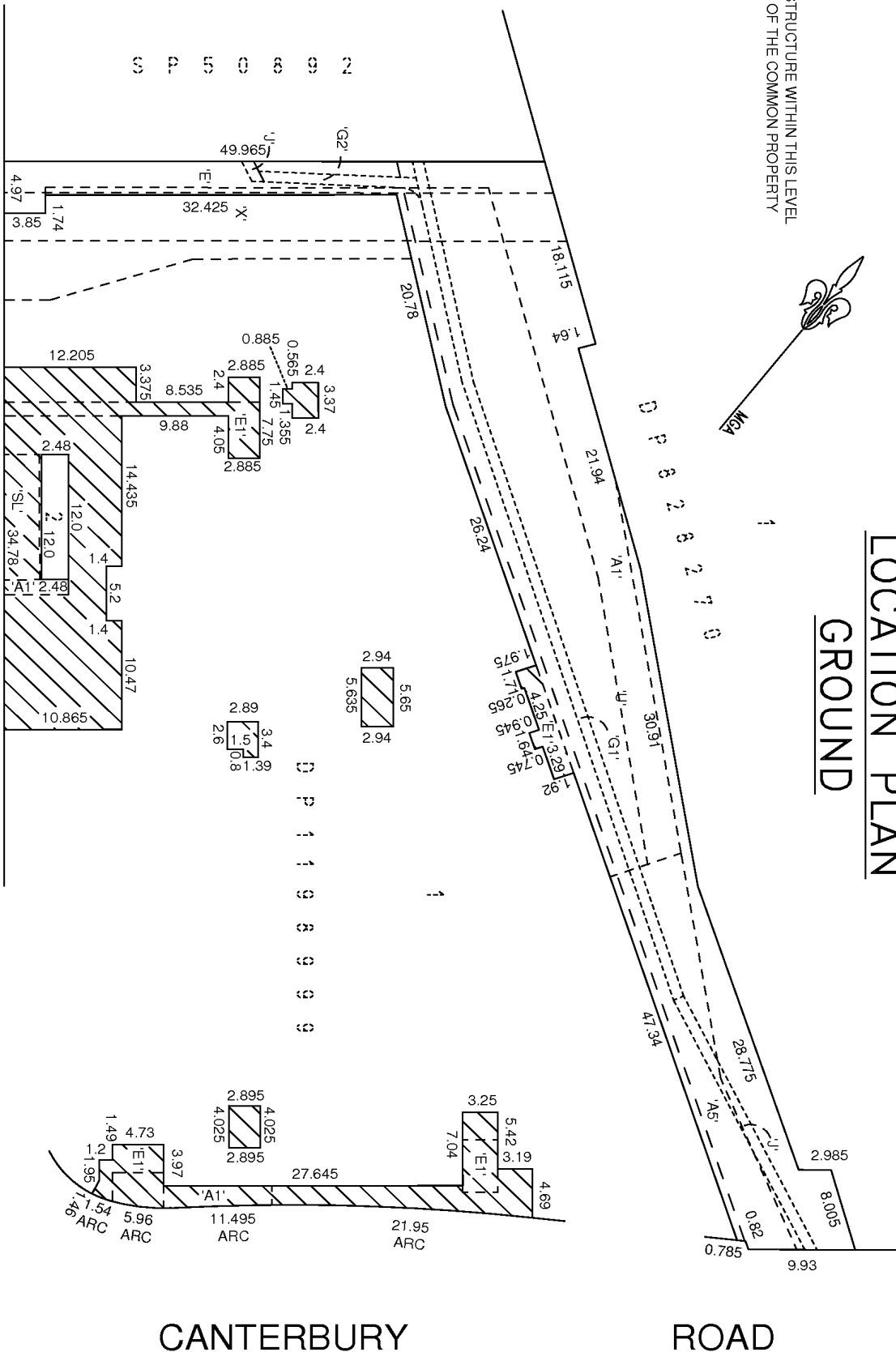
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No: SC2356

Registered
27.10.2016

SP94402

ALL OF THE STRUCTURE WITHIN THIS LEVEL
FORMS PART OF THE COMMON PROPERTY

LOCATION PLAN GROUND



CANTERBURY

ROAD

CHARLES

STREET

- G1' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE AK702214
 - G2' DENOTES FOR PIPELINE (1 WIDE & VARIABLE), VIDE AK702214
 - U' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE X371732
 - E1' DENOTES RIGHT OF FOOTWAY (3 WIDE), VIDE DP1207156
 - X' DENOTES EASEMENT FOR UTILITIES (VARIABLE WIDTH), VIDE 5133623
 - A1' DENOTES EX MINERALS (7.62 WIDE) (S.141 PUBLIC WORKS ACT, 1912)
 - AS' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRUTUM, VIDE DP1196999
 - AS' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRUTUM, VIDE DP1196999
 - SL' DENOTES LEASE AREA FOR SUBSTATION PREMISES SC05493, VARIABLE WIDTH, VIDE AK528642
 - SL' DENOTES LEASE AREA FOR ELECTRICAL CABLES, VARIABLE WIDTH, VIDE AK528642
- EASEMENT FOR SERVICES (WHOLE OF LOT), VIDE DP1198999

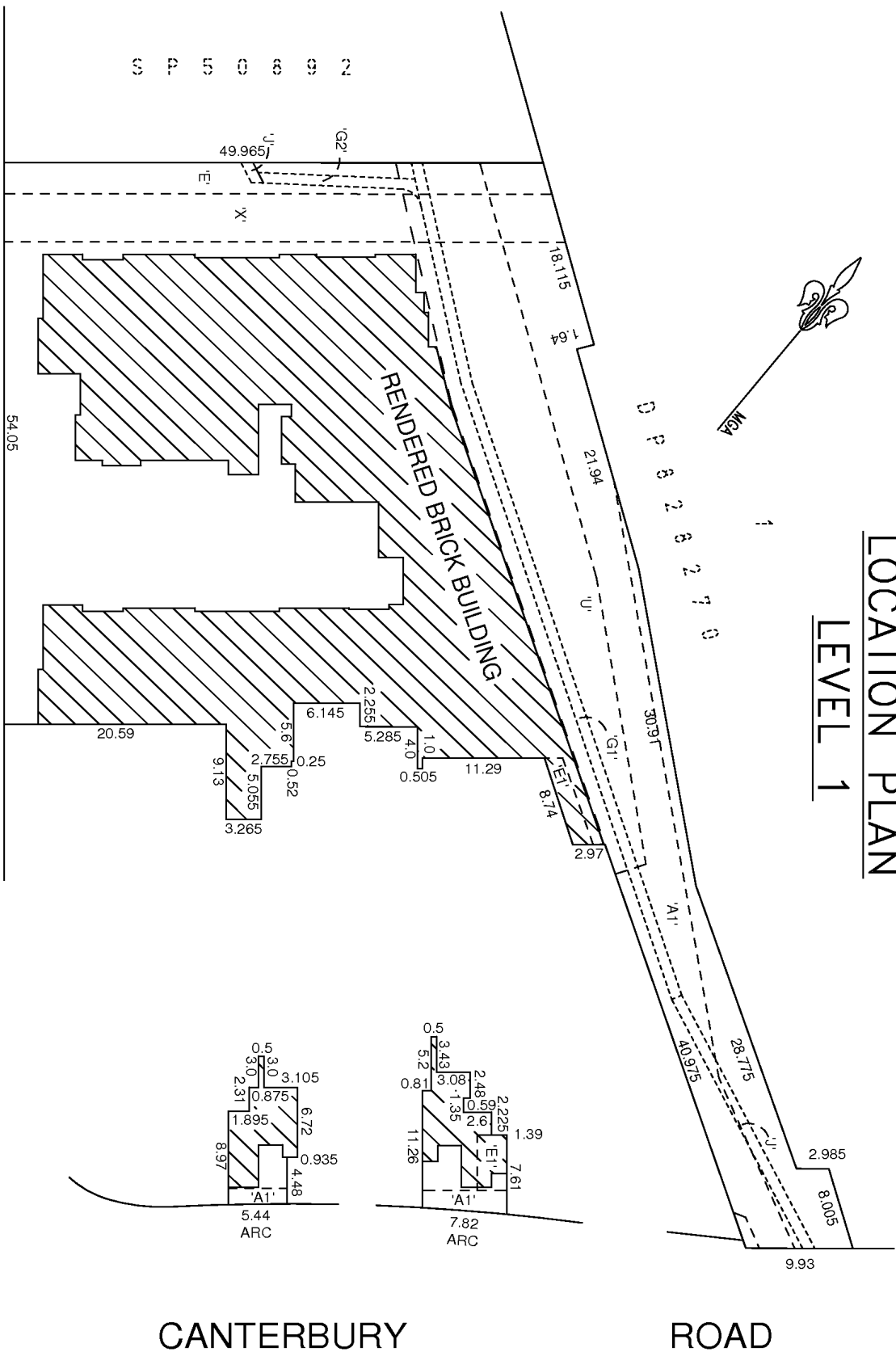
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356
Lengths are in metres Reduction Ratio 1 : 400



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27.10.2016

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LOCATION PLAN
LEVEL 1



CHARLES

STREET

CANTERBURY

ROAD

G1' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE AK702214
G2' DENOTES EASEMENT FOR PIPELINE (1 WIDE & VARIABLE), VIDE AK702214
U' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE X371732
E' DENOTES RIGHT OF FOOTWAY (3 WIDE), VIDE DP1207156
U' DENOTES EASEMENT FOR UTILITIES (VARIABLE WIDTH), VIDE 5133623
X' DENOTES EX MINERALS (7.62 WIDE)(S.141 PUBLIC WORKS ACT, 1912)
A1' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM, VIDE DP1198999
E1' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM, VIDE DP1198999

EASEMENT FOR SERVICES (WHOLE OF LOT), VIDE DP1198999

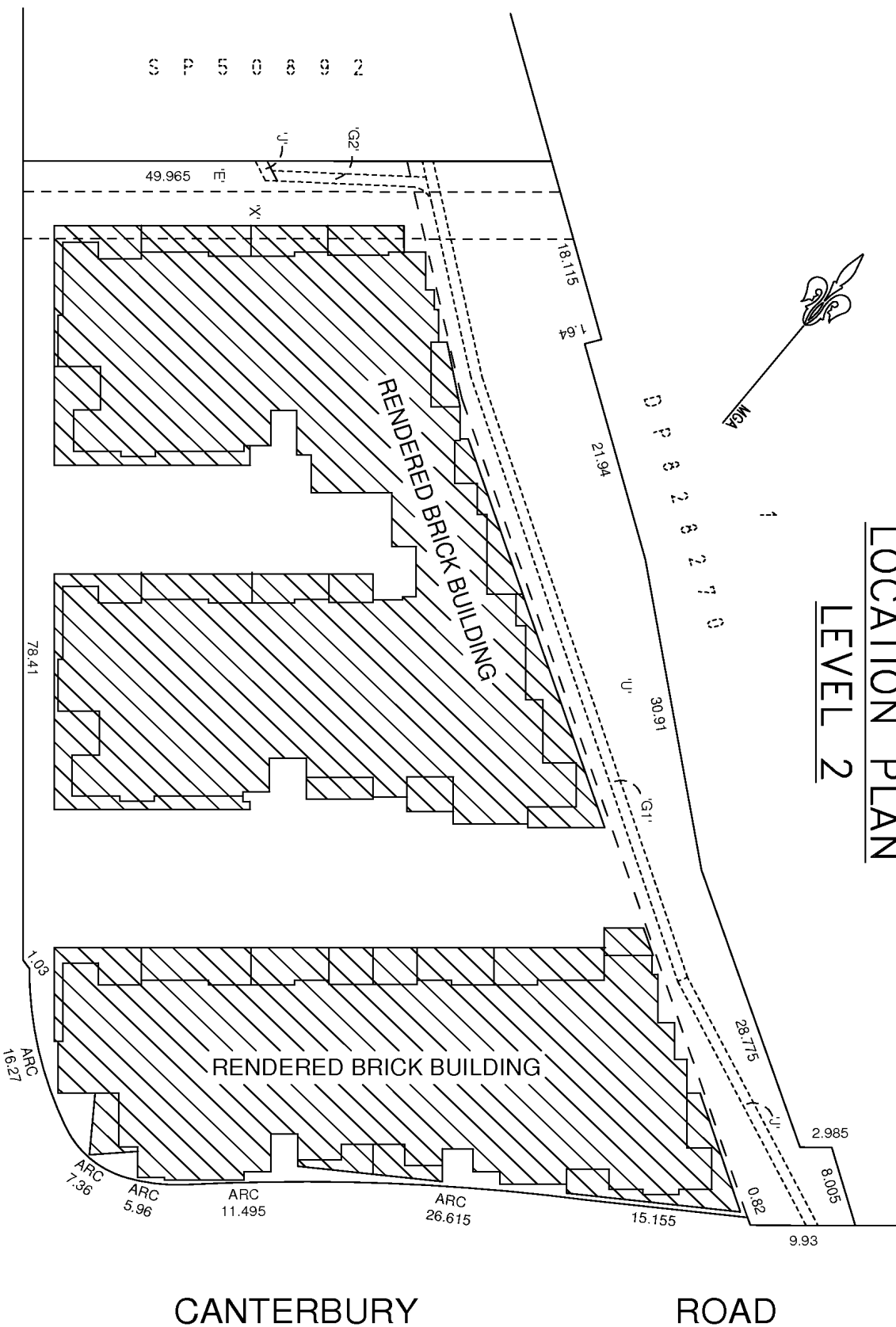
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No: SC2356

Registered
27.10.2016

SP94402

Lengths are in metres Reduction Ratio 1 : 400

LOCATION PLAN
LEVEL 2



CHARLES

STREET

CANTERBURY

ROAD

G1' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE AK702214
G2' DENOTES EASEMENT FOR PIPELINE (1 WIDE & VARIABLE), VIDE AK702214
U' DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE X371732
E' DENOTES RIGHT OF FOOTWAY (3 WIDE), VIDE DP1207156
U' DENOTES EASEMENT FOR UTILITIES (VARIABLE WIDTH), VIDE 5133623
X' DENOTES EX MINERALS (7.62 WIDE/S), 141 PUBLIC WORKS ACT, 1912)

EASEMENT FOR SERVICES (WHOLE OF LOT), VIDE DP1198999

Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356

Lengths are in metres Reduction Ratio 1 : 400



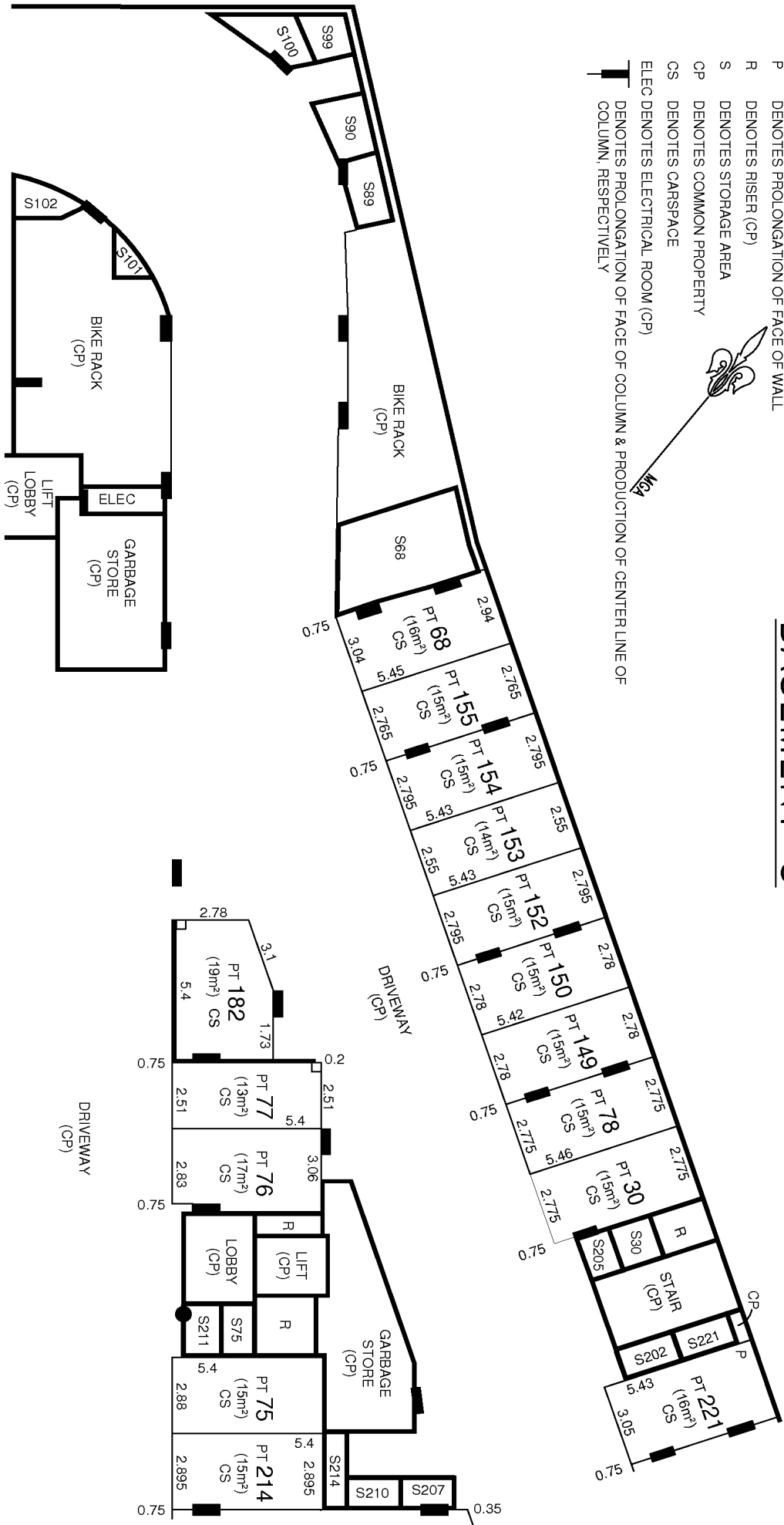
Registered
27.10.2016

SP94402

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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BASEMENT 3

- P DENOTES PROLONGATION OF FACE OF WALL
- R DENOTES RISER (CP)
- S DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- ELEC DENOTES ELECTRICAL ROOM (CP)
- ELEC DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY



-- JOINS SHEET 10 --

-- JOINS SHEET 8 --

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

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

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

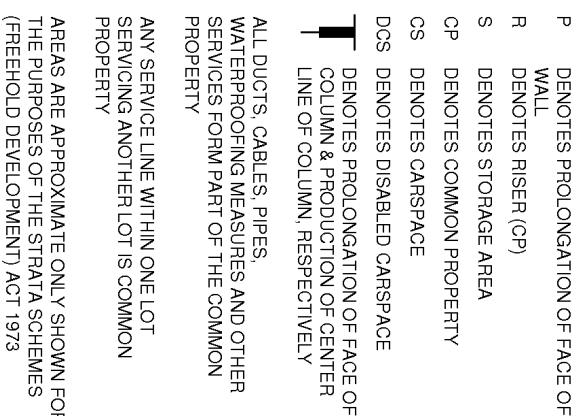
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No: SC2356
Lengths are in metres Reduction Ratio 1 : 150



Registered
27.10.2016

SP94402

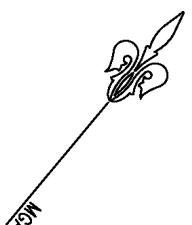
10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----	-----



SP94402

BASEMENT 3

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



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

Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No: SC2356

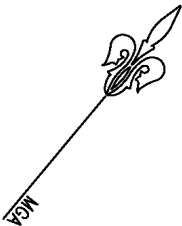


27.10.2016

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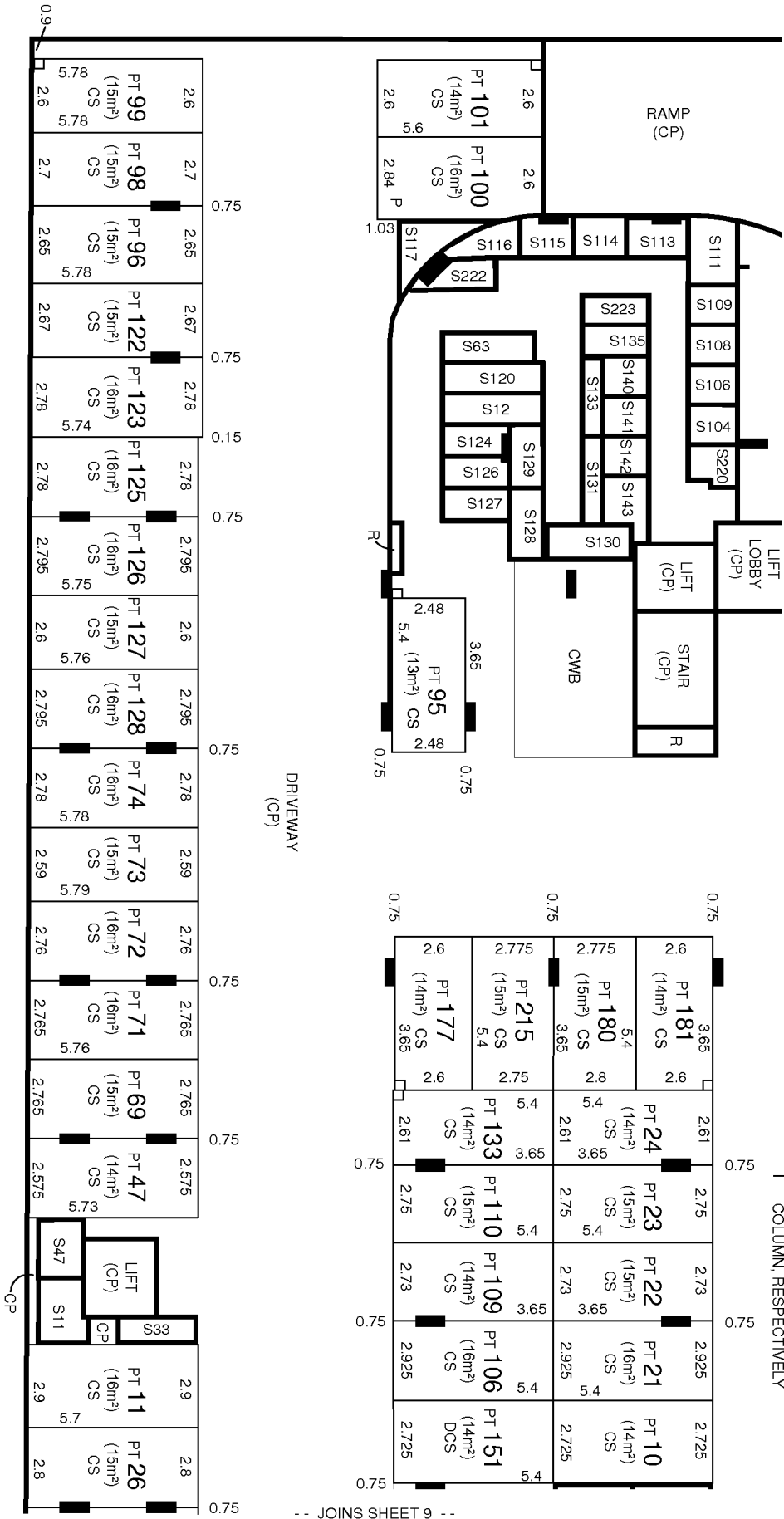
10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----	-----

BASEMENT 3



-- JOINS SHEET 7 --

- P DENOTES PROLONGATION OF FACE OF WALL
- R DENOTES RISER (CP)
- S DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- CWB DENOTES CAR WASH BAY (CP)
- DCS DENOTES DISABLED CARSPACE
- T DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY



-- JOINS SHEET 9 --

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

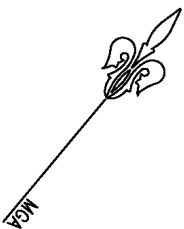
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: JOHN WALTON
Surveyor's Ref: 2051-1-3SP
Subdivision No.: SC2356
Lengths are in metres Reduction Ratio 1 : 150



SP94402

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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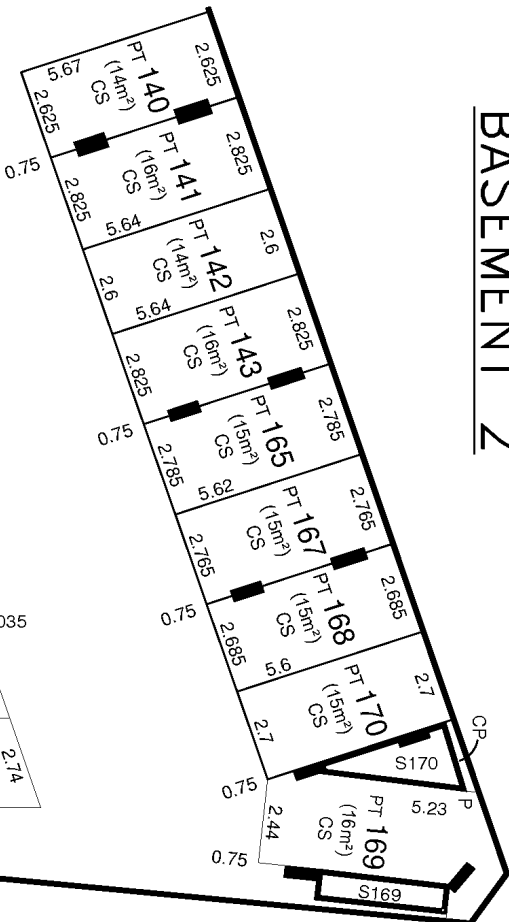
BASEMENT 2

- P DENOTES PROLONGATION OF FACE OF WALL
R DENOTES RISER (CP)
S DENOTES STORAGE AREA
CP DENOTES COMMON PROPERTY
CS DENOTES CARSPACE
DCS DENOTES DISABLED CARSPACE
DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

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

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

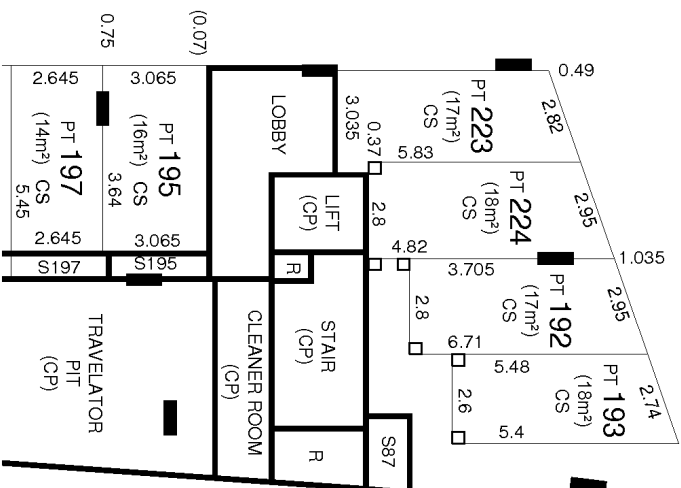
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973



-- JOINS SHEET 13 --

2.76	PT 183 (15m²) CS	2.985	PT 17 (16m²) CS	2.825	PT 211 (15m²) CS	2.775	PT 210 (15m²) CS	2.78	PT 186 (14m²) CS	2.61	PT 102 (15m²) CS	2.78	PT 103 (15m²) CS	2.775	PT 104 (15m²) CS	PT 31 (14m²) CS	PT 58 (17m²) CS
0.39		0.75		0.75		0.75		0.75		0.75		0.75		0.75		0.75	

-- JOINS SHEET 12 --



-- JOINS SHEET 12 --

Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356
Lengths are in metres Reduction Ratio 1 : 150

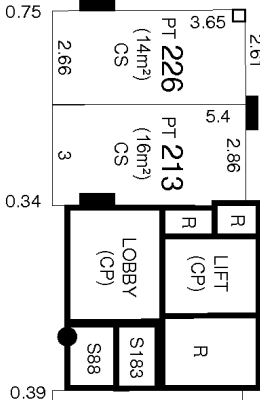
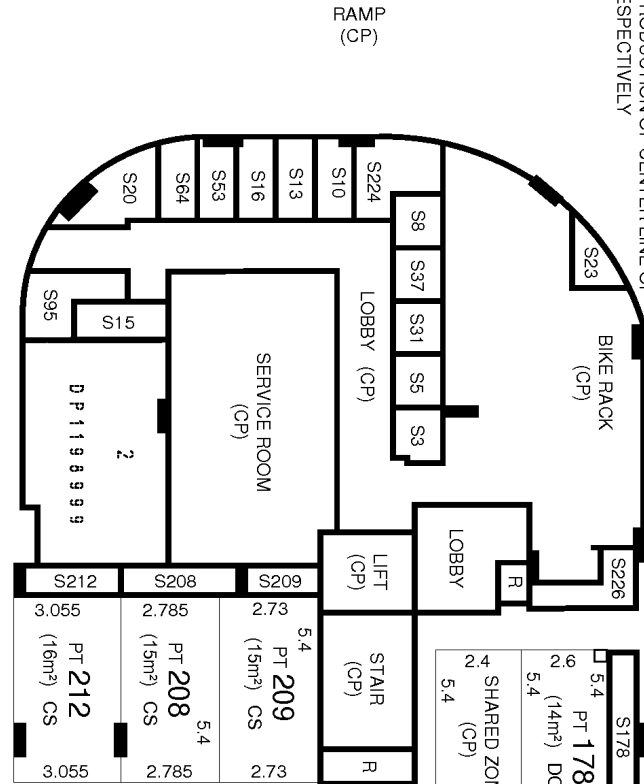
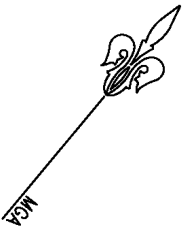


SP94402

BASEMENT 2

NOTE: THE ENTIRETY OF BASEMENT 1 AND GROUND FLOOR FORM PART OF THE COMMON PROPERTY AND AS SUCH, HAS NOT BEEN SHOWN

- R DENOTES RISER (CP)
- S DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- DCS DENOTES DISABLED CARSPACE
- DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY



-- JOINS SHEET 11 --

DRIVEWAY (CP)

-- JOINS SHEET 12 --

3.41	2.725	2.65	2.67	2.79	2.79	2.78	2.58	2.78	2.79	2.595	2.77	2.775	2.775	3.06	0.17
PT 2 (19m²) CS	PT 4 (15m²) CS	PT 5 (15m²) CS	PT 6 (15m²) CS	PT 7 (16m²) CS	PT 14 (16m²) CS	PT 15 (16m²) CS	PT 1 (14m²) CS	PT 18 (16m²) CS	PT 19 (16m²) CS	PT 20 (15m²) CS	PT 42 (15m²) CS	PT 44 (15m²) CS	PT 45 (15m²) CS	PT 46 (14m²) CS	
5.78	5.78	5.78			5.71	5.71	5.72		5.73	5.73		5.72		5.68	
3.31	2.725	2.65	2.67	2.79	2.79	2.78	2.58	2.78	2.79	2.595	2.77	2.775	2.775	2.89	

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

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356
Lengths are in metres Reduction Ratio 1 : 150



Registered

SP94402

S3	DENOTES	PT	3	(2m ²)
S5	DENOTES	PT	5	(2m ²)
S8	DENOTES	PT	8	(2m ²)
S10	DENOTES	PT	10	(2m ²)
S11	DENOTES	PT	11	(4m ²)
S12	DENOTES	PT	12	(4m ²)
S13	DENOTES	PT	13	(2m ²)
S15	DENOTES	PT	15	(3m ²)
S16	DENOTES	PT	16	(2m ²)
S20	DENOTES	PT	20	(4m ²)
S23	DENOTES	PT	23	(2m ²)
S25	DENOTES	PT	25	(6m ²)
S27	DENOTES	PT	27	(3m ²)
S30	DENOTES	PT	30	(1m ²)
S31	DENOTES	PT	31	(2m ²)
S33	DENOTES	PT	33	(2m ²)
S34	DENOTES	PT	34	(3m ²)
S36	DENOTES	PT	36	(4m ²)
S37	DENOTES	PT	37	(2m ²)
S38	DENOTES	PT	38	(3m ²)
S40	DENOTES	PT	40	(2m ²)
S45	DENOTES	PT	45	(2m ²)
S46	DENOTES	PT	46	(4m ²)
S47	DENOTES	PT	47	(3m ²)
S48	DENOTES	PT	48	(3m ²)
S49	DENOTES	PT	49	(3m ²)
S50	DENOTES	PT	50	(3m ²)
S52	DENOTES	PT	52	(2m ²)
S53	DENOTES	PT	53	(2m ²)
S54	DENOTES	PT	54	(2m ²)
S59	DENOTES	PT	59	(1m ²)
S60	DENOTES	PT	60	(4m ²)
S61	DENOTES	PT	61	(2m ²)
S62	DENOTES	PT	62	(3m ²)
S63	DENOTES	PT	63	(3m ²)
S64	DENOTES	PT	64	(2m ²)
S66	DENOTES	PT	66	(3m ²)
S67	DENOTES	PT	67	(2m ²)
S68	DENOTES	PT	68	(17m ²)
S70	DENOTES	PT	70	(2m ²)

S72	DENOTES	PT	72	(2m ²)
S73	DENOTES	PT	73	(2m ²)
S74	DENOTES	PT	74	(2m ²)
S75	DENOTES	PT	75	(3m ²)
S76	DENOTES	PT	76	(2m ²)
S77	DENOTES	PT	77	(2m ²)
S79	DENOTES	PT	79	(2m ²)
S81	DENOTES	PT	81	(2m ²)
S82	DENOTES	PT	82	(2m ²)
S84	DENOTES	PT	84	(2m ²)
S87	DENOTES	PT	87	(2m ²)
S88	DENOTES	PT	88	(2m ²)
S89	DENOTES	PT	89	(4m ²)
S90	DENOTES	PT	90	(4m ²)
S92	DENOTES	PT	92	(3m ²)
S93	DENOTES	PT	93	(3m ²)
S94	DENOTES	PT	94	(2m ²)
S95	DENOTES	PT	96	(4m ²)
S97	DENOTES	PT	97	(2m ²)
S98	DENOTES	PT	98	(3m ²)
S99	DENOTES	PT	99	(3m ²)
S100	DENOTES	PT	100	(5m ²)
S101	DENOTES	PT	101	(1m ²)
S102	DENOTES	PT	102	(2m ²)
S104	DENOTES	PT	104	(2m ²)
S106	DENOTES	PT	106	(2m ²)
S108	DENOTES	PT	108	(2m ²)
S109	DENOTES	PT	109	(2m ²)
S111	DENOTES	PT	111	(4m ²)
S113	DENOTES	PT	113	(2m ²)
S114	DENOTES	PT	114	(2m ²)
S115	DENOTES	PT	115	(2m ²)
S116	DENOTES	PT	116	(2m ²)
S117	DENOTES	PT	117	(2m ²)
S119	DENOTES	PT	119	(3m ²)
S120	DENOTES	PT	120	(4m ²)
S121	DENOTES	PT	121	(3m ²)
S124	DENOTES	PT	124	(2m ²)
S125	DENOTES	PT	125	(3m ²)
S126	DENOTES	PT	126	(2m ²)

S127	DENOTES	PT	127	(2m ²)
S128	DENOTES	PT	128	(2m ²)
S129	DENOTES	PT	129	(2m ²)
S130	DENOTES	PT	130	(3m ²)
S131	DENOTES	PT	131	(2m ²)
S132	DENOTES	PT	132	(7m ²)
S133	DENOTES	PT	133	(2m ²)
S135	DENOTES	PT	135	(2m ²)
S138	DENOTES	PT	138	(3m ²)
S140	DENOTES	PT	140	(2m ²)
S141	DENOTES	PT	141	(2m ²)
S142	DENOTES	PT	142	(2m ²)
S143	DENOTES	PT	143	(3m ²)
S146	DENOTES	PT	146	(2m ²)
S147	DENOTES	PT	147	(5m ²)
S148	DENOTES	PT	148	(3m ²)
S150	DENOTES	PT	150	(2m ²)
S151	DENOTES	PT	151	(3m ²)
S152	DENOTES	PT	152	(3m ²)
S153	DENOTES	PT	153	(2m ²)
S154	DENOTES	PT	154	(2m ²)
S155	DENOTES	PT	155	(2m ²)
S156	DENOTES	PT	156	(3m ²)
S157	DENOTES	PT	157	(2m ²)
S158	DENOTES	PT	158	(2m ²)
S160	DENOTES	PT	160	(3m ²)
S162	DENOTES	PT	162	(2m ²)
S163	DENOTES	PT	163	(2m ²)
S165	DENOTES	PT	165	(3m ²)
S167	DENOTES	PT	167	(3m ²)
S168	DENOTES	PT	168	(3m ²)
S169	DENOTES	PT	169	(7m ²)
S170	DENOTES	PT	170	(3m ²)
S171	DENOTES	PT	171	(3m ²)
S173	DENOTES	PT	173	(3m ²)
S174	DENOTES	PT	174	(3m ²)
S175	DENOTES	PT	175	(2m ²)
S176	DENOTES	PT	176	(18m ²)

S178	DENOTES	PT	178	(3m ²)
S181	DENOTES	PT	181	(2m ²)
S182	DENOTES	PT	182	(3m ²)
S183	DENOTES	PT	183	(2m ²)
S184	DENOTES	PT	184	(1m ²)
S185	DENOTES	PT	185	(2m ²)
S187	DENOTES	PT	187	(2m ²)
S189	DENOTES	PT	189	(2m ²)
S190	DENOTES	PT	190	(3m ²)
S191	DENOTES	PT	191	(2m ²)
S194	DENOTES	PT	194	(2m ²)
S195	DENOTES	PT	195	(2m ²)
S196	DENOTES	PT	196	(7m ²)
S197	DENOTES	PT	197	(2m ²)
S198	DENOTES	PT	198	(2m ²)
S200	DENOTES	PT	200	(4m ²)
S201	DENOTES	PT	201	(4m ²)
S202	DENOTES	PT	202	(2m ²)
S205	DENOTES	PT	205	(2m ²)
S207	DENOTES	PT	207	(2m ²)
S208	DENOTES	PT	208	(2m ²)
S209	DENOTES	PT	209	(1m ²)
S210	DENOTES	PT	210	(2m ²)
S211	DENOTES	PT	211	(3m ²)
S212	DENOTES	PT	212	(2m ²)
S214	DENOTES	PT	214	(3m ²)
S216	DENOTES	PT	216	(5m ²)
S217	DENOTES	PT	217	(2m ²)
S218	DENOTES	PT	218	(2m ²)
S219	DENOTES	PT	219	(2m ²)
S220	DENOTES	PT	220	(2m ²)
S221	DENOTES	PT	221	(3m ²)
S222	DENOTES	PT	222	(2m ²)
S223	DENOTES	PT	223	(2m ²)
S224	DENOTES	PT	224	(4m ²)
S225	DENOTES	PT	225	(13m ²)
S226	DENOTES	PT	226	(4m ²)
S227	DENOTES	PT	227	(13m ²)
S228	DENOTES	PT	228	(2m ²)

Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356

Lengths are in metres Reduction Ratio 1 : 150



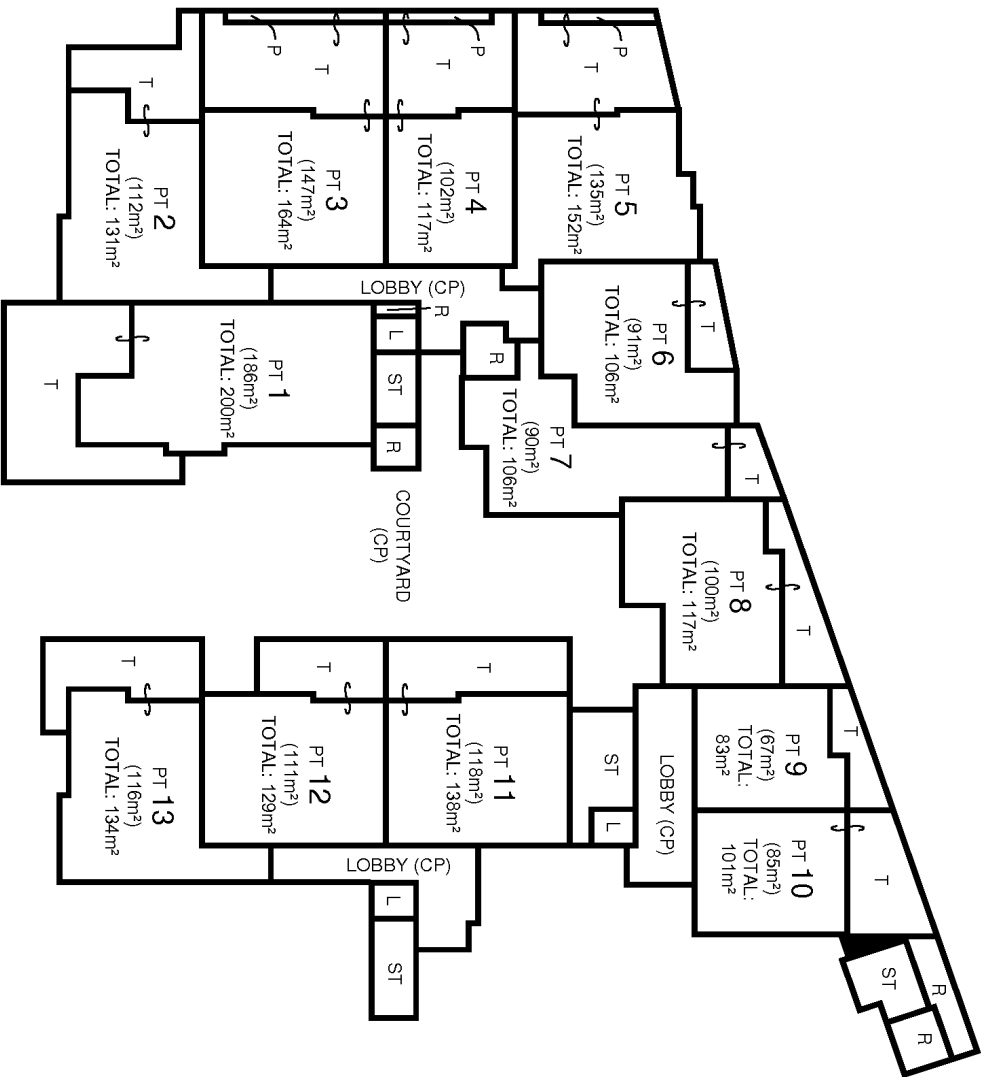
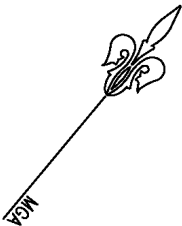
Registered
27.10.2016

SP94402

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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LEVEL 1

NOTE: THE ENTIRETY OF BASEMENT 1 AND GROUND FLOOR FORM PART OF THE COMMON PROPERTY AND AS SUCH, HAS NOT BEEN SHOWN



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- P DENOTES PLANTER BOX, HAVING A CONCRETE BASE AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF THE CONCRETE BASE, UNLESS COVERED WITHIN THIS LIMITATION
- T DENOTES TERRACE, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)

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

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

10	20	30	40	50	Table of mm					90	100	110	120	130	140	150
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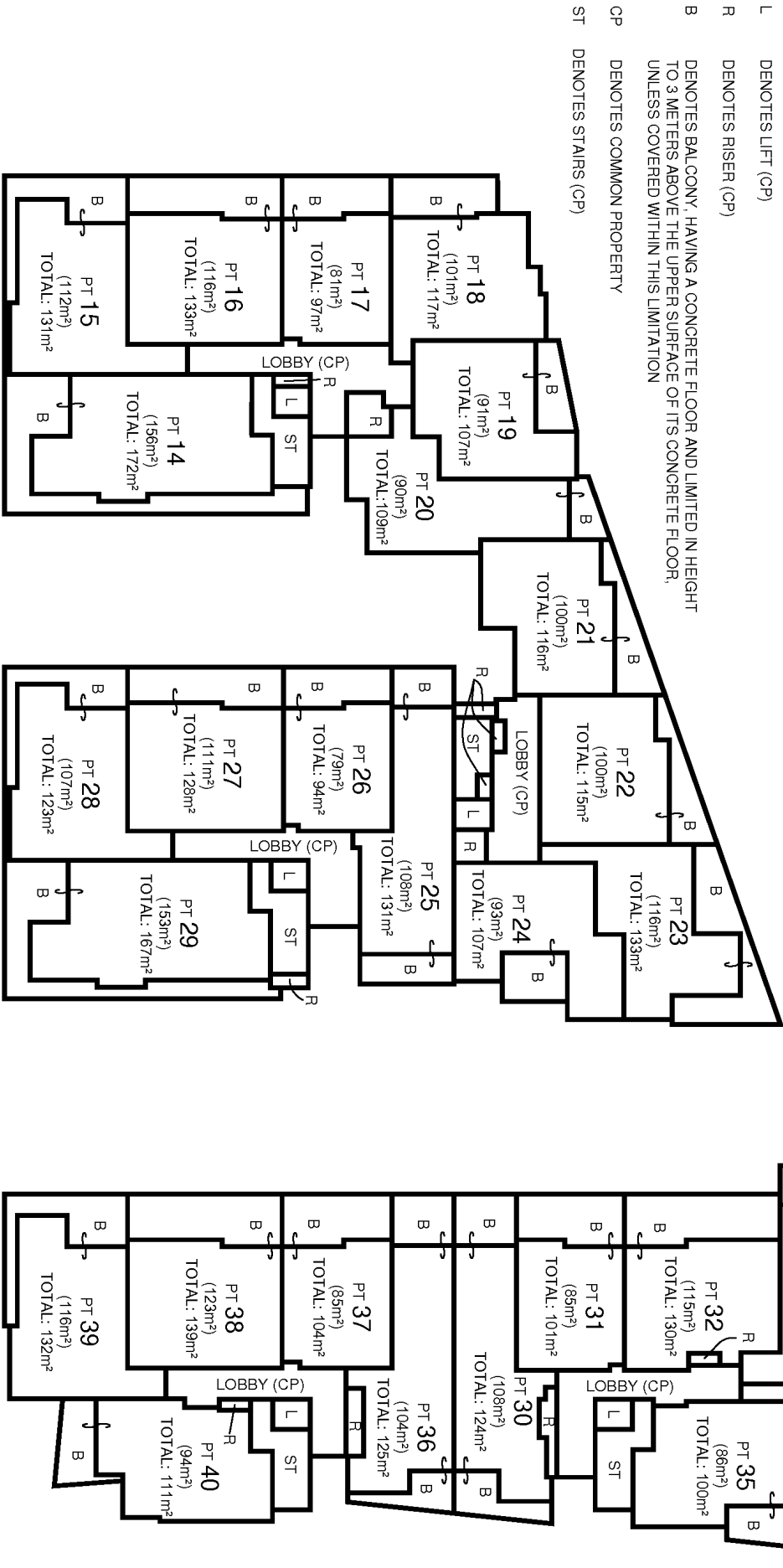
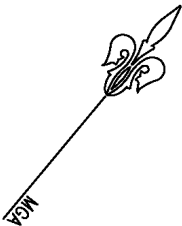
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356
Lengths are in metres Reduction Ratio 1 : 300



Registered
27.10.2016

SP94402

LEVEL 2



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)

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

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

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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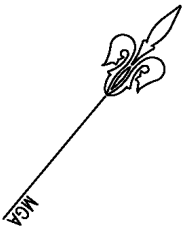
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356
Lengths are in metres Reduction Ratio 1 : 300



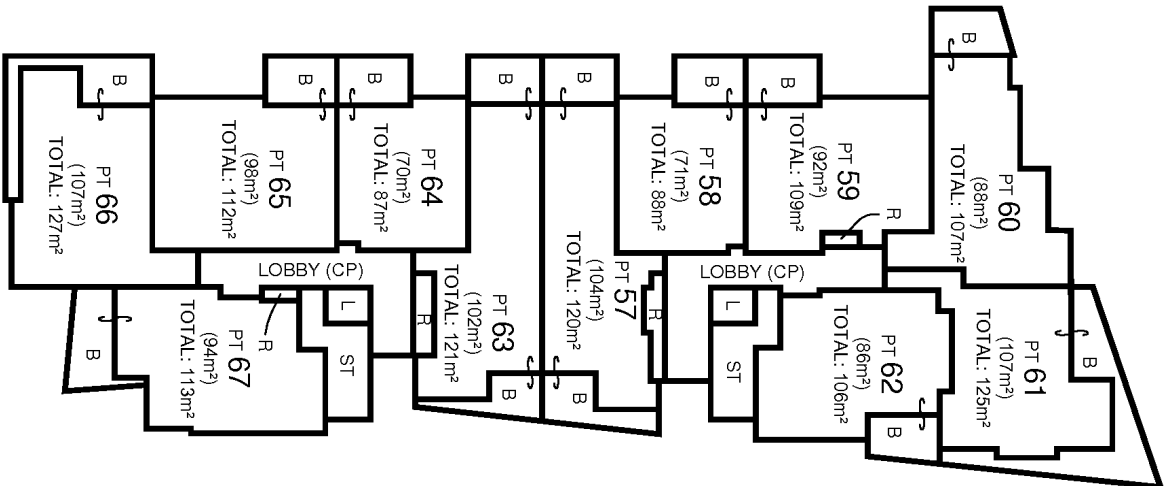
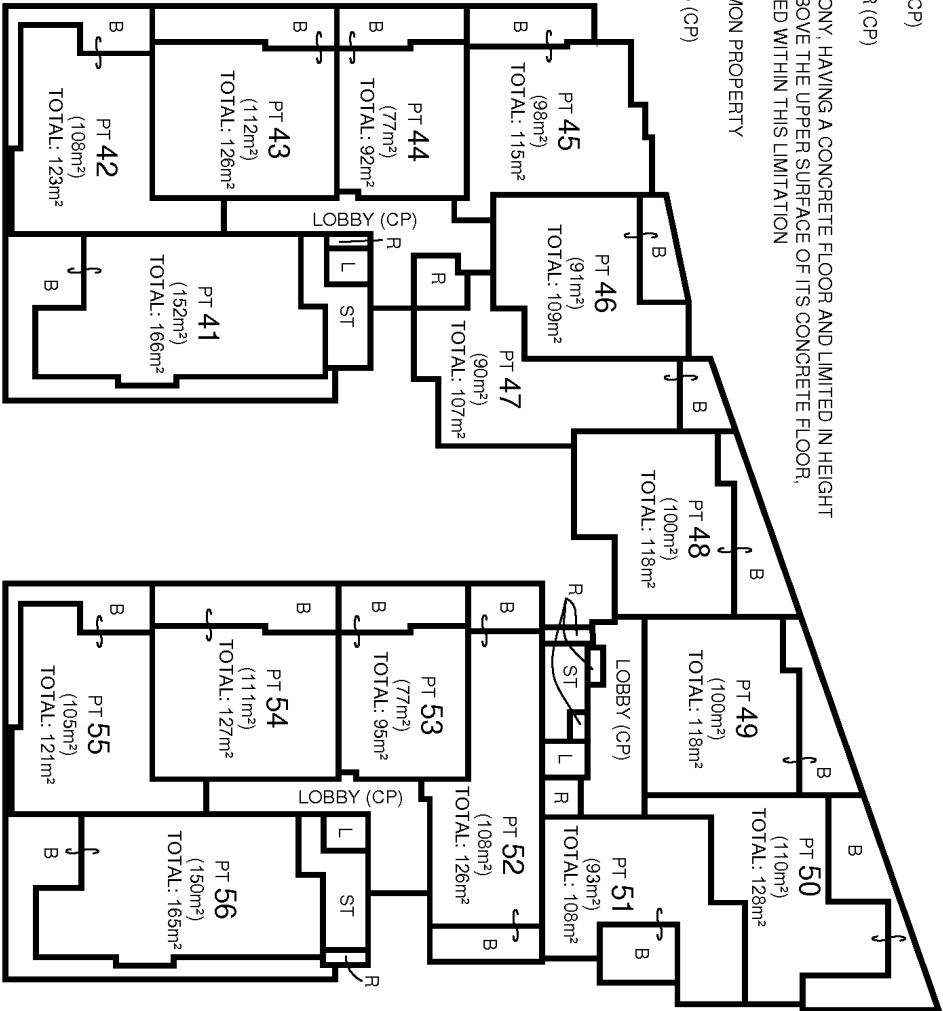
Registered
27.10.2016

SP94402

LEVEL 3



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)



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

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

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

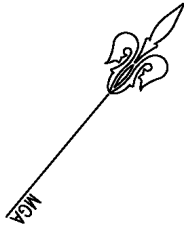
Surveyor: JOHN WALTON
Surveyor's Ref: 2051-13SP
Subdivision No.: SC2356
Lengths are in metres Reduction Ratio 1 : 300



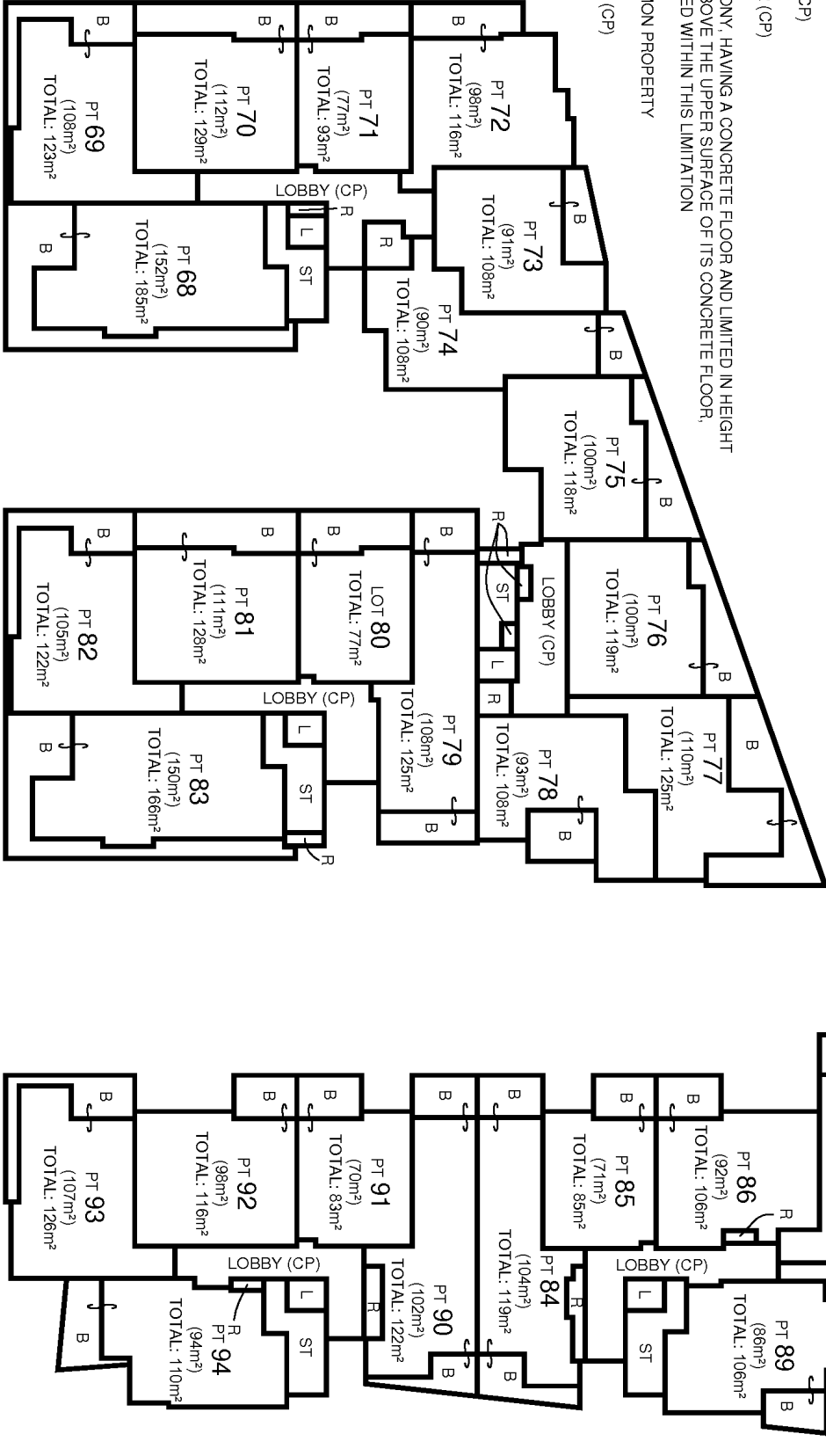
Registered
27.10.2016

SP94402

LEVEL 4



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)



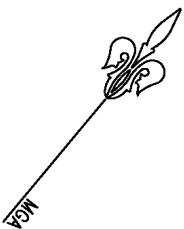
ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973

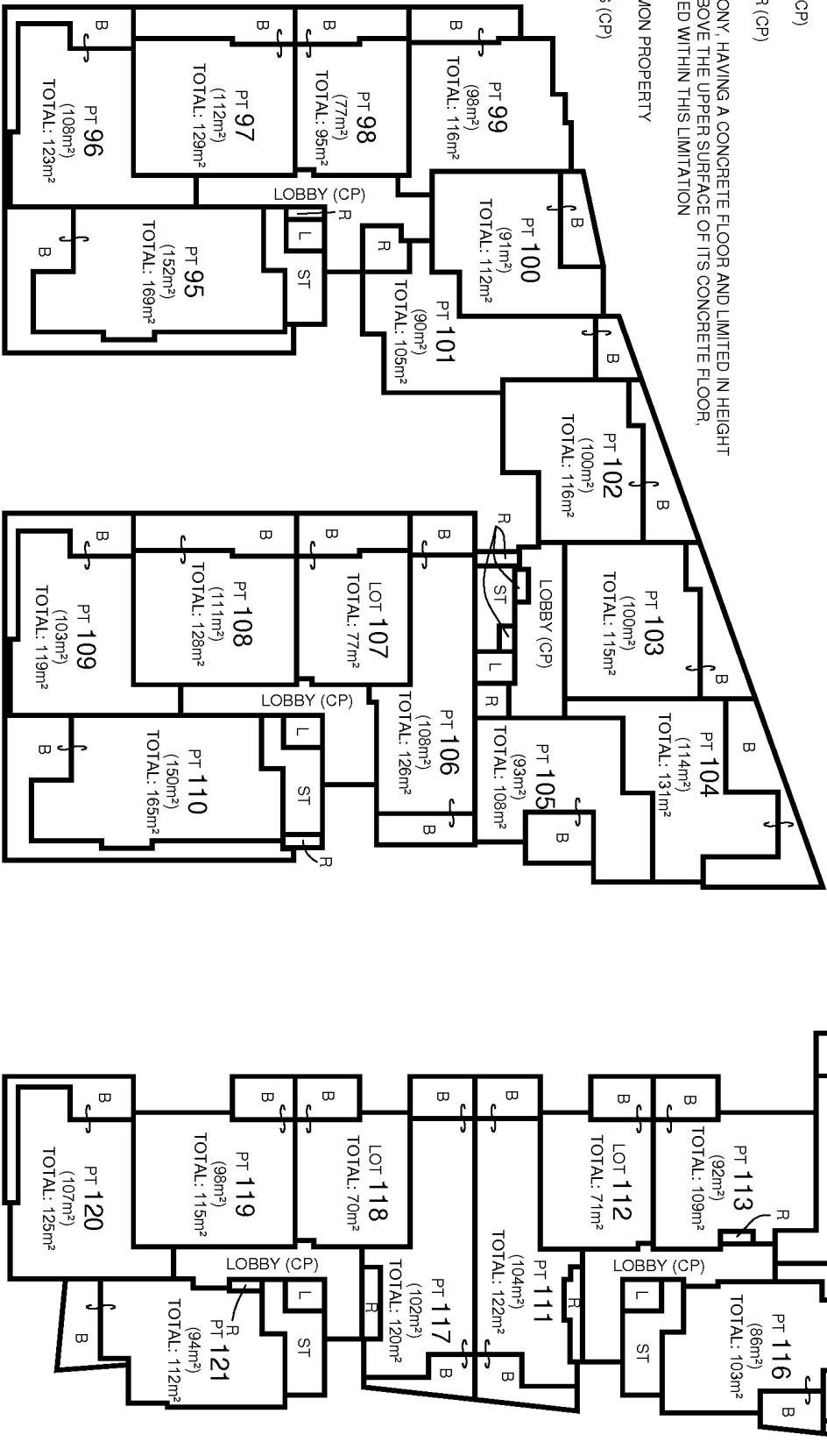
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Surveyor: JOHN WALTON Surveyor's Ref: 2051-13SP Subdivision No.: SC2356 Lengths are in metres Reduction Ratio 1 : 300	Registered  27.10.2016	SP94402
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LEVEL 5



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)



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

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: JOHN WALTON

Surveyor's Ref: 2051-1-3SP

Subdivision No.: SC2356

Lengths are in metres Reduction Ratio 1 : 300

Registered

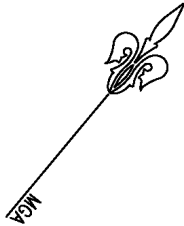


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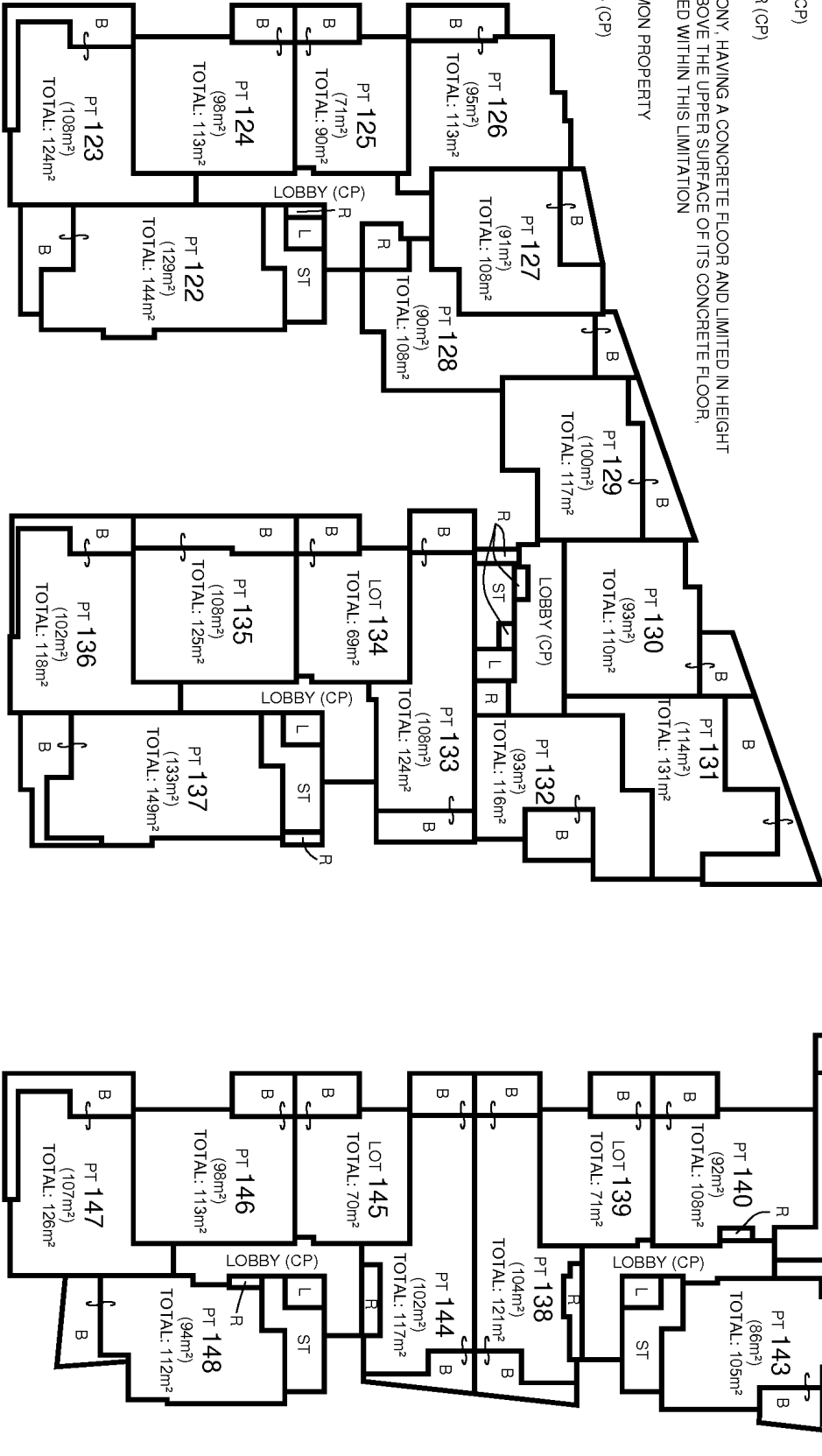
SP94402

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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LEVEL 6



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)



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

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

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

Surveyor: JOHN WALTON

Surveyor's Ref: 2051-13SP

Subdivision No.: SC2356

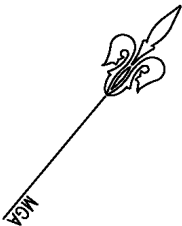
Lengths are in metres Reduction Ratio 1 : 300



Registered

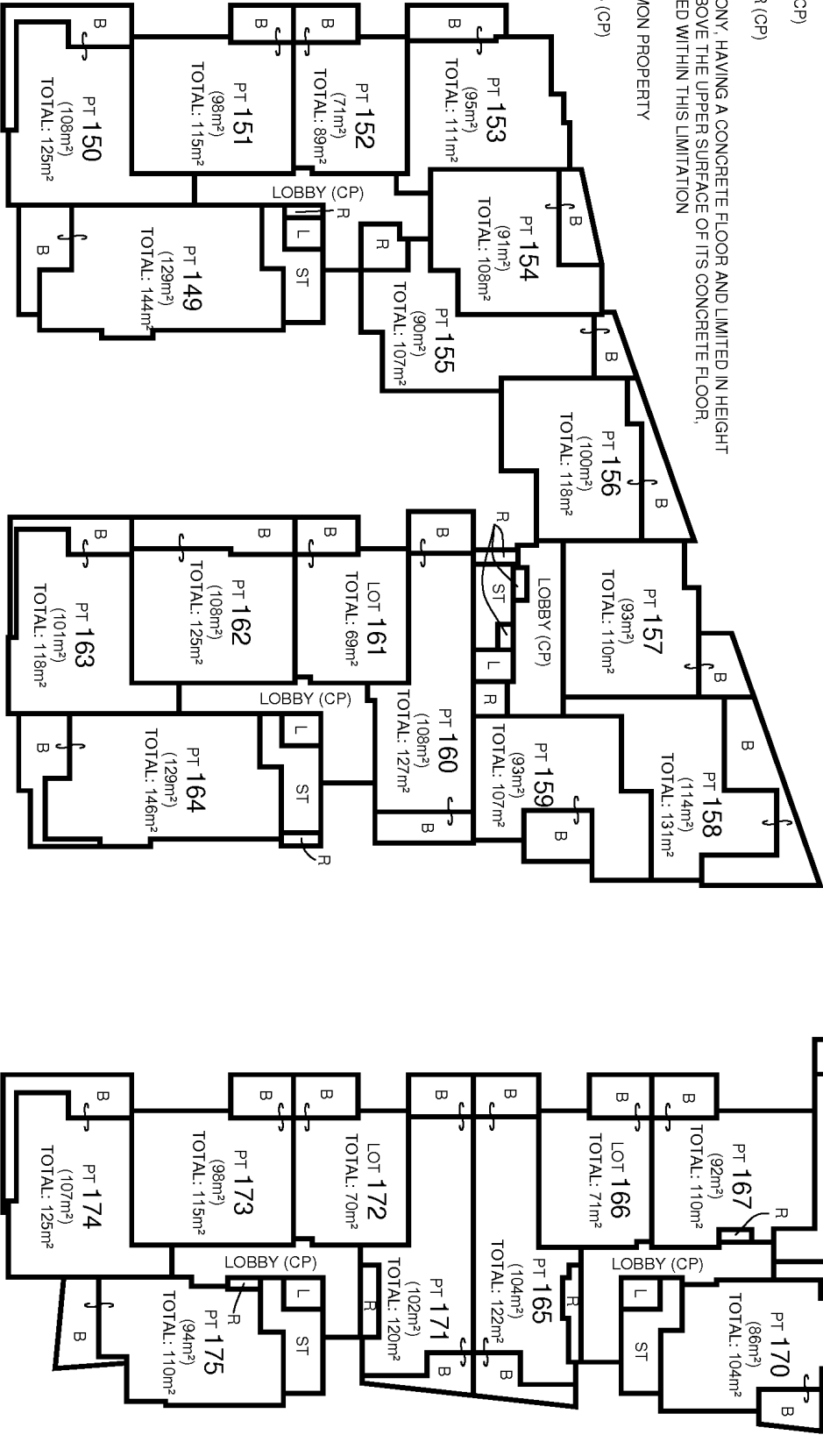
27.10.2016

SP94402



LEVEL 7

- L DENOTES LIFT (CP)
R DENOTES RISER (CP)
B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
CP DENOTES COMMON PROPERTY
ST DENOTES STAIRS (CP)



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

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: JOHN WALTON

Surveyor's Ref: 2051-1-3SP

Subdivision No.: SC2356

Lengths are in metres Reduction Ratio 1 : 300

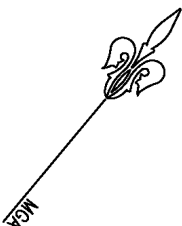
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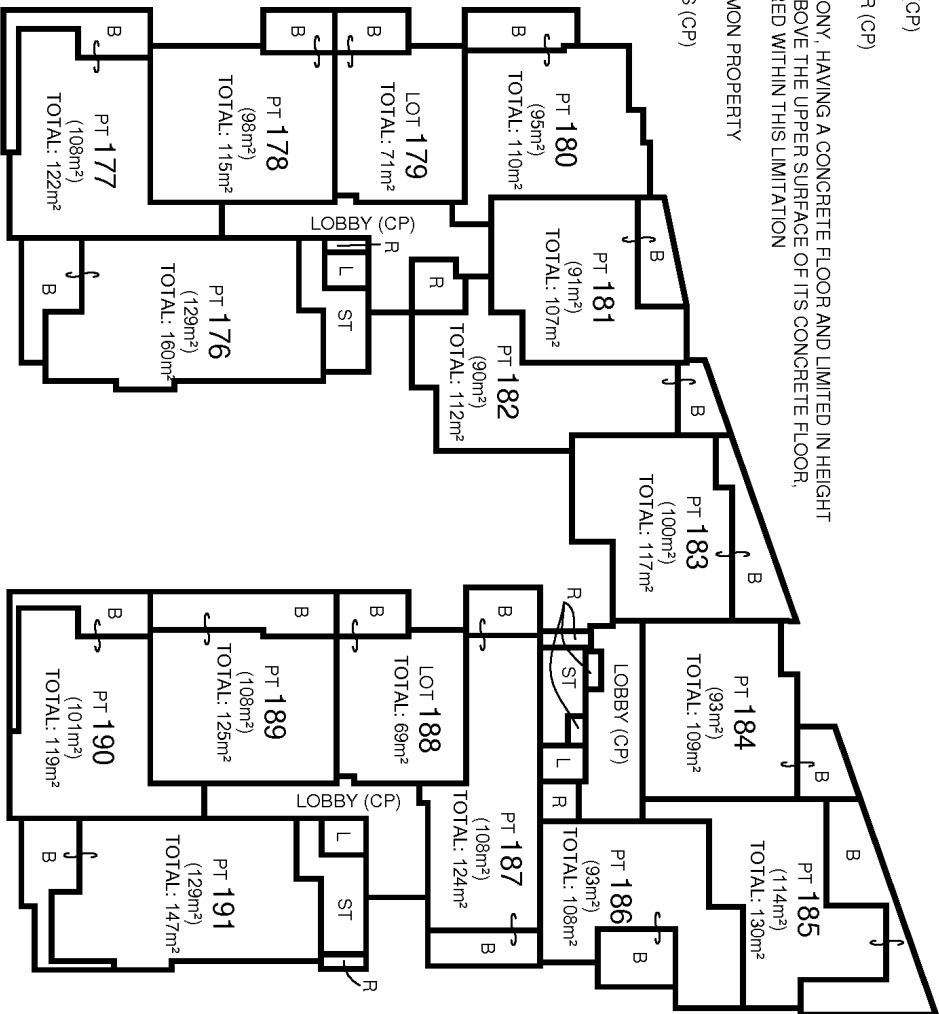
27.10.2016

SP94402

LEVEL 8



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)



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

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: JOHN WALTON

Surveyor's Ref: 2051-1-3SP

Subdivision No.: SC2356

Lengths are in metres Reduction Ratio 1 : 300

Registered

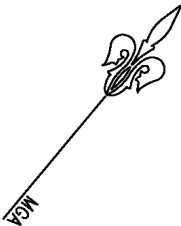


27.10.2016

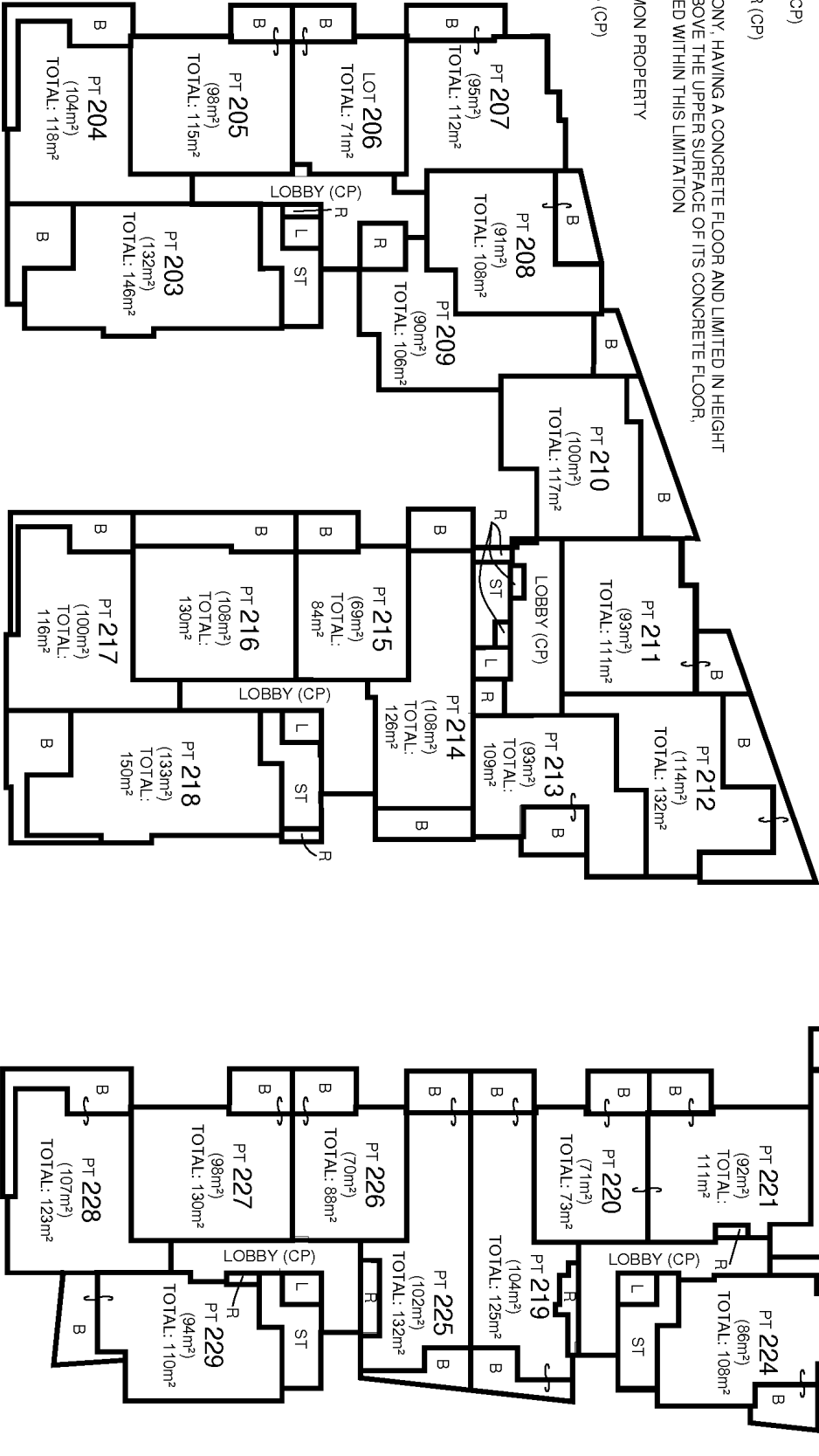
SP94402

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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LEVEL 9



- L DENOTES LIFT (CP)
- R DENOTES RISER (CP)
- B DENOTES BALCONY, HAVING A CONCRETE FLOOR AND LIMITED IN HEIGHT TO 3 METERS ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR, UNLESS COVERED WITHIN THIS LIMITATION
- CP DENOTES COMMON PROPERTY
- ST DENOTES STAIRS (CP)



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

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

Surveyor: JOHN WALTON

Surveyor's Ref: 2051-13SP

Subdivision No.: SC2356

Lengths are in metres Reduction Ratio 1 : 300

Registered



27.10.2016

SP94402

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

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  27.10.2016

Purpose: STRATA PLAN

SP94402

PLAN OF SUBDIVISION OF
LOT 3 IN DP1198999

LGA: CANTERBURY-BANKSTOWN

Locality: CANTERBURY

Parish: PETERSHAM

County: CUMBERLAND

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~ **GORDON WREN**
 *The Accredited Certifier: **BPB 0447**
 Accreditation number: **BPB 0447**
 has made the required inspections and is satisfied that the requirements of:
 * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,
~~* (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,~~
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
 *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
~~*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
 *(4) The building encroaches on a public place and:
 *(a) The Council does not object to the encroachment of the building beyond the alignment of

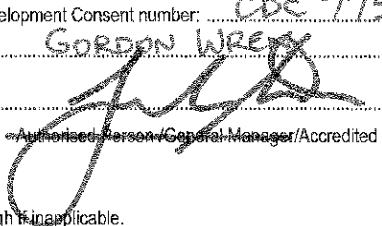
 *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
 *(5) This approval is given on the condition that lot(s) ^
 are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: **5th Oct 2016**

Subdivision number: SC2356

Relevant Development Consent number: **CDC 775**

Issued by: **GORDON WREN**

Signature: 

Authorised Person/General Manager/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No 94402

**2 CHARLES STREET,
CANTERBURY NSW 2193**

The adopted by-laws for the scheme are:

* ^ Model By-laws

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

* By-laws in **28** sheets filed with plan.

* Strike through if inapplicable

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

Surveyor's Certificate (Approved Form 3)

I, **JOHN WALTON**

of **DAW & WALTON PTY LTD**

PO Box 3222, REDFERN NSW 2016

survey@daw-walton.com.au

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

(1) Each applicable requirement of

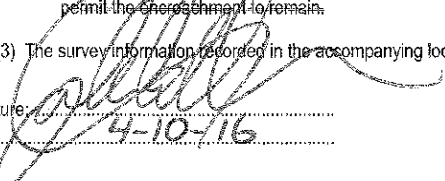
* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

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

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

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

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

Signature: 

Date: **4-10-16**

* Strike through if inapplicable.

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

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

SURVEYOR'S REFERENCE: 2051-13SP

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

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  27.10.2016

Office Use Only

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SP94402

PLAN OF SUBDIVISION OF
LOT 3 IN DP1198999

Subdivision Certificate number: SC2356

Date of endorsement: 5th OCT 2016

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

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

Lot	Ent.	Lot	Ent.	Lot	Ent.	Lot	Ent.	Lot	Ent.	Lot	Ent.	Lot	Ent.	Lot	Ent.
1	51	30	41	59	43	88	42	117	43	146	46	175	45	204	47
2	41	31	36	60	41	89	42	118	37	147	44	176	56	205	48
3	43	32	43	61	40	90	43	119	45	148	45	177	46	206	39
4	34	33	40	62	41	91	37	120	43	149	55	178	47	207	47
5	41	34	40	63	42	92	44	121	44	150	45	179	38	208	46
6	39	35	40	64	37	93	43	122	55	151	46	180	46	209	46
7	39	36	41	65	44	94	44	123	45	152	37	181	45	210	46
8	39	37	36	66	42	95	54	124	45	153	46	182	45	211	46
9	31	38	43	67	43	96	44	125	37	154	44	183	45	212	46
10	32	39	41	68	53	97	45	126	45	155	44	184	45	213	48
11	42	40	42	69	43	98	36	127	43	156	44	185	45	214	49
12	44	41	53	70	44	99	44	128	44	157	44	186	47	215	39
13	44	42	43	71	36	100	43	129	44	158	44	187	48	216	48
14	52	43	43	72	44	101	43	130	44	159	46	188	38	217	48
15	42	44	36	73	42	102	43	131	44	160	47	189	47	218	58
16	43	45	42	74	42	103	43	132	46	161	38	190	47	219	47
17	35	46	40	75	42	104	43	133	46	162	46	191	56	220	39
18	41	47	41	76	42	105	45	134	37	163	46	192	45	221	48
19	40	48	41	77	42	106	46	135	46	164	55	193	38	222	46
20	40	49	41	78	44	107	37	136	46	165	45	194	47	223	46
21	40	50	41	79	45	108	45	137	55	166	38	195	45	224	46
22	40	51	44	80	37	109	45	138	44	167	46	196	45	225	47
23	40	52	44	81	44	110	54	139	37	168	44	197	45	226	40
24	43	53	36	82	44	111	43	140	45	169	44	198	45	227	48
25	44	54	44	83	53	112	37	141	44	170	44	199	39	228	47
26	36	55	44	84	43	113	45	142	43	171	45	200	47	229	47
27	43	56	53	85	37	114	43	143	44	172	38	201	46		
28	43	57	42	86	44	115	43	144	44	173	46	202	45		
29	53	58	36	87	42	116	43	145	38	174	45	203	58		
Aggregate												10000			

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 2051-13SP

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

ePlan

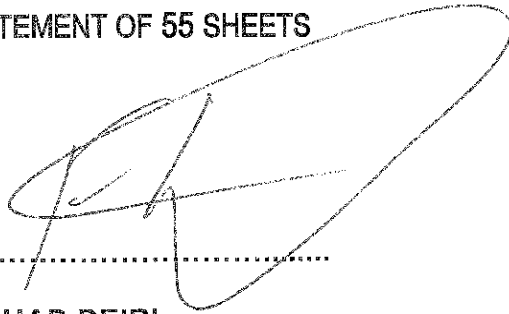
STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only		Office Use Only	
Registered:  27.10.2016	SP94402		
PLAN OF SUBDIVISION OF LOT 3 IN DP1198999			
Subdivision Certificate number: SC2356 Date of endorsement: 5 TH OCT 2016		This sheet is for the provision of the following information as required: • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>. • Signatures and seals - see 195D <i>Conveyancing Act 1919</i>. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	

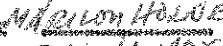
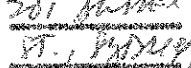
THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT OF 55 SHEETS

COMBINED PROJECTS
(CANTERBURY) PTY LIMITED
ACN 77 164 467 84

Signature: 

Name: FOUAD DEIRI
Office held: Sole Director / Secretary

COMMONWEALTH BANK OF AUSTRALIA UNDER MORTGAGE AI855259

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: 	Attorney's name: 
Address of witness: 	Attorney's position: 
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124	
Power of attorney - Book No: 47	

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 2051-13SP

Our Ref: BPM.1603044

SP94402

Strata Management Statement

The Charles
2 Charles Street Canterbury NSW

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

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

**COLIN BIGGERS
& PAISLEY PTY LTD**
ABN 28 188 080 882
T +61 2 8281 4555
F +61 2 8281 4567

Level 42
2 Park Street
Sydney NSW 2000
Australia

GPO Box 214
Sydney NSW 2001
Australia
DX 200 Sydney

BRISBANE MELBOURNE SYDNEY

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Contents

1.	Defined terms and interpretation.....	6
1.1	Defined terms	6
1.2	Rules of interpretation	10
2.	Background.....	11
2.1	About The Charles	11
2.2	How does the Management Statement apply?.....	11
3.	Compliance with Management Statement	11
3.1	Parties bound	11
3.2	By laws for Strata Schemes	12
4.	Establishment of Committee	12
4.1	Members of committee.....	12
4.2	Establishing the committee	12
4.3	Acts by Representatives	12
4.4	Functions of Committee	13
5.	Rights and obligations of Owners and Occupiers	13
5.1	General obligations	13
5.2	Owners and Occupiers.....	14
5.3	Maintenance obligations	14
5.4	Rights to inspect books and records of the Committee.....	15
5.5	Outstanding Levy Certificates	15
5.6	Insurance obligations	16
5.7	Additional obligations of Owners Corporation.....	16
6.	Officers of the Committee	17
6.1	Officeholders of the Committee	17
6.2	Duties of the Secretary.....	17
6.3	Duties of the Treasurer	17
6.4	Appointment of a Building Manager.....	17
7.	Strata Manager.....	18
7.1	Appointment	18
7.2	Delegation of functions.....	18
7.3	Owners Corporation obligation	18
8.	Emergencies	19
8.1	Interpretation	19
8.2	Powers.....	19
9.	Insurance.....	19
9.1	Statutory insurance	19
9.2	Other insurances	19
9.3	Valuations.....	20
9.4	Sum insured	20
9.5	New risks.....	20
9.6	Insurance records.....	20
10.	Books and records	20

SP94402

11.	Committee to act on behalf of Members	21
12.	Consents by the Committee	22
13.	Meetings of the Committee	22
13.1	Meetings	22
13.2	Emergency Meetings	22
13.3	Convening meetings	22
14.	Notices and agendas	23
14.1	Information in notice of meeting	23
14.2	Agenda for Meeting	23
14.3	Agenda for Emergency Meeting	23
14.4	Meeting to consider levy contributions	23
14.5	Service of notice of Meeting	23
14.6	Service of notice of Emergency Meeting	24
15.	Meeting procedures	24
15.1	Conduct	24
15.2	Quorum	24
15.3	Failure to obtain quorum	24
15.4	Quorums at adjourned Meetings	24
15.5	Attendance at Meetings	24
15.6	Meetings in writing	24
15.7	Voting at Emergency Meetings	25
15.8	Minutes	25
16.	Voting rights	25
16.1	Voting rights of Members	25
16.2	Number of votes	25
16.3	Types of decisions	25
16.4	Restrictions on voting	26
16.5	General	26
17.	Funds	26
17.1	Administrative Fund	26
17.2	Sinking Fund	26
18.	Financial years	26
18.1	First financial year	26
18.2	Subsequent financial years	26
19.	Budgets	27
20.	Determining contributions	27
20.1	General	27
20.2	Determining contributions	27
20.3	Insufficient funds	28
20.4	Determining contributions at an Emergency Meeting	28
21.	Preparing financial statements	28
22.	Paying contributions	29
22.2	Raising funds in an emergency	29

SP94402

23.	Banking money and interest on accounts.....	29
24.	Late payments.....	29
24.1	Interest.....	29
24.2	Recovering unpaid contributions.....	30
24.3	Disputes.....	30
25.	Dealing with surplus funds	30
26.	Shared Facilities	30
26.1	Nature.....	30
26.2	Use of Shared Facilities	31
26.3	Apportioning costs for Shared Facilities	32
26.4	Changing or adding to Shared Facilities	32
26.5	Changing the costs for Shared Facilities	32
26.6	Damage.....	33
26.7	Restricted access	33
27.	Works.....	33
27.1	Works affecting Common Property	33
27.2	Shared Facilities.....	33
27.3	Fitout Works	33
27.4	Relevant Authority consent	33
27.5	Access Conditions for works in Retail Stratum Lot.....	34
27.6	Carrying out Works	34
28.	Waste storage and disposal	34
28.1	Responsibility	34
28.2	Shared facility.....	34
28.3	Rights and obligations.....	34
29.	Services	35
30.	Dispute resolution	36
30.1	Interpretation	36
30.2	Disputes about Management Statement	36
30.3	Dispute notice.....	36
30.4	Mediation.....	36
30.5	Expert determination	37
30.6	Dispute about Shared Facility costs.....	38
30.7	Costs	38
31.	Service of notices	38
32.	Variations or Amendments to Management Statement.....	39
33.	Supermarket provisions.....	39
33.1	Requirements.....	39
33.2	Supermarket Plant Equipment.....	39
33.3	Variations	39
34.	Supermarket Stratum Lot Lessee.....	39
35.	Signage.....	40

SP94402

Schedule 1 Shared Facilities	42
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SP94402

1. Defined terms and interpretation

1.1 Defined terms

In this document:

Access Conditions

The following conditions:

- (a) provide the Owner and Occupier of the Supermarket Stratum Lot with plans and specifications of the proposed works including a construction program and staging plans;
- (b) consult with the Owner and Occupier of the Supermarket Stratum Lot as to the time at which the works are to be carried out so as to minimise (so far as is reasonably possible) disruption to the Occupier's business and use of the Supermarket Stratum Lot and Shared Facilities used by the Supermarket Stratum Lot;
- (c) use best endeavours to ensure that proper and adequate access is available for the public to and from the Supermarket Stratum Lot;
- (d) use best endeavours to ensure that the method of carrying out the works minimises noise, vibration and the intrusion of dust and dirt into the areas of the Building designed for common use and into the Supermarket Stratum Lot;
- (e) all work must be carried in accordance with all applicable laws and the requirements of any Relevant Authority; and
- (f) comply with the WH&S Legislation and appoint a 'principal contractor' if any work performed by or on behalf of the Committee is 'construction work' within the meaning of the WH&S Legislation.

Administrative Fund

The fund established by the Committee according to clause 17.1 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

Applicable Legislation

The Strata Legislation.

Building

The building or buildings on the Land.

Building Manager

The building manager appointed by the Committee under clause 6.4.

Business Day

A day on which banks in New South Wales are open for business, excluding a Saturday and a Sunday.

Chairperson

The chairperson of the Committee.

SP94402

Committee	The building management committee established and maintained by the Members under clause 4 and required under the Applicable Legislation.
Common Property	The common property of a Strata Scheme.
Development Act	The Strata Schemes (Freehold Development) Act 1973 (NSW).
Easements	The easements which benefit or burden the Land from time to time.
Emergency Meeting	A meeting convened in an emergency in accordance with clause 13.2.
Financial Member	A Member who has paid the Committee: (a) all Administrative Fund and Sinking Fund contributions up to date; and (b) all other money owing to the Committee under this Management Statement, which are due and payable before the Meeting or Emergency Meeting commences.
Garbage Removal Facilities	Means the areas within the Building designated for storage and disposal of waste.
IAMA	Institute of Arbitrators and Mediators Australia.
Key Shared Facilities	The following Shared Facilities in Schedule 1: (a) SF1 Sewer Pump Station; (b) SF2 Fire Stairs and Egress Paths; (c) SF3 Essential Fire Services; (d) SF4 Shared Driveways & Ramps; (e) SF5 Garage Roller Door; (f) SF6 Mechanical risers and air intake plant room and associated equipment; (g) SF7 Electrical switch room; (h) SF8 Gas meter room; (i) SF13 Plant rooms & associated equipment; (j) SF16 Electricity to basement car park; and (k) SF31 Woolworths Plant and Equipment Area
Land	The land situated at 2 Charles Street Canterbury being the land

SP94402

	formerly comprised in lot 1 deposited plan 1207156.
Management Act	The Strata Schemes Management Act 1996 (NSW).
Management Statement	This strata management statement.
Meeting	A meeting of the Committee held in accordance with clauses 13 to 16 (inclusive). A Meeting includes a meeting held in writing in accordance with clause 15.6.
Member	(a) the owner of each Stratum Lot (and where there are co-owners of a Stratum Lot one of the co-owners); (b) the Residential Owners Corporation; and (c) if a Stratum lot is subdivided by a strata plan to create a Strata Scheme, the Member is the Owners Corporation of that strata scheme.
Mortgagee in Possession	A mortgagee in possession of any part of the Building or Land.
Occupier	The occupier, mortgagee in possession, lessee or licensee of: (a) a Stratum Lot or part of a Stratum Lot; or (b) a Strata Lot.
Officer	The Secretary, Treasurer or Chairperson of the Committee.
Outstanding Levy Certificate	A certificate provided by the Committee in accordance with clause 5.5.
Owner	The owner of: (a) a Stratum Lot or part of a Stratum Lot; or (b) a Strata Lot.
Owners Corporation	The owners corporation for a Strata Scheme.
Relevant Authority	Any local council, government authority or person exercising any powers or functions under any applicable laws.
Representative	A natural person appointed by a Member to represent that Member at Meetings and Emergency Meetings and, where a Member is an Owners Corporation, is appointed by a Special Resolution in accordance with the Development Act.
Residential Owners Corporation	The Owners Corporation of the Residential Strata Scheme.
Residential Strata Scheme	The Strata Scheme which was created by the strata plan registered with this Management Statement.

SP94402

Resolution	A Special Resolution or a Unanimous Resolution (as the context requires).
Retail Stratum Lot	Stratum Lot 2 that is predominantly used for retail purposes.
Rules	Rules made by the Committee in accordance with clause 4.4 about the management, operation, maintenance and control of the Building and the Shared Facilities.
Secretary	The secretary of the Committee.
Services	The services outlined in clause 29(b) of this Management Statement.
Service Provider	A person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.
Shared Facilities	(a) services, facilities, machinery, equipment and other items used by two or more Members; (b) services, facilities, machinery, equipment and other items located in a Stratum Lot of a Member but used by another Member; (c) costs for items such as Strata Manager fees and premiums for insurances effected by the Committee; (d) the items described in clause 26 and Schedule 1; and (e) facilities and services added or created as shared facilities in accordance with clause 26.
Sinking Fund	The fund established by the Committee according to clause 17.2 to pay for the renewal and replacement of Shared Facilities.
Special Resolution	Has the same meaning as given to that term in the Management Act.
Strata Legislation	The Development Act, the Management Act and any other law or subsidiary legislation applicable to strata schemes.
Strata Lot	A lot in a Strata Scheme.
Strata Manager	The strata managing agent appointed by the Committee under clause 7 to perform functions for the Committee.
Strata Scheme	The scheme created by the subdivision of a Stratum Lot by a strata plan.
Stratum Lot	A stratum lot in the Building that has not been subdivided by a strata plan under the Development Act.
Substation Lot	A lot that is predominantly used for chamber substation purposes.
Substitute	A natural person appointed by a Member to represent that

SP94402

Representative	Member for the purpose of this Management Statement as a substitute for that Member's Representative.
Supermarket Plant Equipment	means the Shared Facility identified as "SF31" in Schedule 1 of this Management Statement.
Supermarket Plant Equipment Area	means the area housing the Supermarket Plant Equipment as shown on the plan in Annexure A of this Management Statement.
Supermarket Stratum Lot	Stratum Lot 1 that is predominantly used for supermarket purposes.
Supermarket Stratum Lot Lease	means any lease or agreement in relation to the Supermarket Stratum Lot between the Occupier of the Supermarket Stratum Lot and the Owner of the Supermarket Stratum Lot.
Supermarket Stratum Lot Lessee	means the lessee or occupier of the Supermarket Stratum Lot, which at the date of registration of the Management Statement is Woolworths Limited ABN 88 000 014 674.
The Charles	means the supermarket retail, residential, and car park complexes and any associated Common Property, and any Shared Facilities, which may be constructed on the Land.
Treasurer	The treasurer of the Committee.
Unanimous Resolution	A motion passed at a Meeting, against which no Financial Member casts a vote.
WH&S Legislation	means the Work Health & Safety Act 2011 (NSW) and the Work Health & Safety Regulations 2011 (NSW) (as amended from time to time).
Woolworths Signage	has the meaning given to this term in clause 36(a) of this Management Statement.
Woolworths Signage Equipment	means cables, wires and conduits necessary to operate the Woolworths Signage.
Woolworths Signage Plans	means the signage plans identified in clause 4 of the notice of determination of development application DA-282/2015 dated 28 October 2015 approved by City of Canterbury Council.
Work	Any repairs, alterations or additions.

1.2 Rules of interpretation

- (a) In this Management Statement a reference to:
- (i) a thing includes the whole or each part of it; and
 - (ii) the singular includes the plural and vice versa; and
 - (iii) a document includes any variation or replacement of it; and
 - (iv) a day means the period starting at midnight and ending 24 hours later; and

SP94402

- (v) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (vi) a person includes that person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns and includes a corporation.
- (b) Headings are for convenience and do not affect the interpretation of this Management Statement.
- (c) The rights, powers and remedies in this Management Statement are in addition to those provided by law.
- (d) If the whole or any part of a provision of this Management Statement is void, unenforceable or illegal, then that provision or part provision is severed from this Management Statement and the remainder of this Management Statement has full force and effect unless the severance alters the basic nature of this Management Statement or is contrary to public policy.

2. Background

2.1 About The Charles

The Charles is a Building on the Land, comprising:

- (a) Stratum Lot 1 is a Supermarket Stratum Lot;
- (b) Stratum Lot 2 is a Retail Stratum Lot which, subject to clause 33.1 is or may be subdivided by a strata plan; and
- (c) the Residential Stratum Scheme comprising residential apartments.

2.2 How does the Management Statement apply?

- (a) A Management Statement of this kind contains a set of rules regulating the management and operation of a Building comprising three Stratum Lots, one or more of which may be a Strata Scheme.
- (b) This Management Statement binds each Owners Corporation and others who have an interest in or occupy the Building, conferring rights and obligations on them as separate persons or as a group.
- (c) This Management Statement is an essential document to any person who has an interest in or occupies the Building.

3. Compliance with Management Statement

3.1 Parties bound

This Management Statement has effect as an agreement under seal binding each:

- (a) Member; and
- (b) Owner; and
- (c) Occupier; and

SP94402

- (d) Mortgagee in Possession.

3.2 By laws for Strata Schemes

The by-laws for the Strata Scheme may contain obligations with which Owners and Occupiers of Strata Lots must comply, in addition to this Management Statement. If there are any conflicts or inconsistencies between a by-law and this Management Statement, this Management Statement will prevail to the extent of the inconsistency.

4. Establishment of Committee

4.1 Members of committee

- (a) Each owner of a Stratum Lot is a member of the Committee.
- (b) For a Stratum Lot subdivided by a strata plan, the member is the Owners Corporation for the Strata Scheme.

4.2 Establishing the committee

- (a) The Members must:
 - (i) establish the Committee to manage and operate the Building on behalf of the Members within one month after registration of this Management Statement; and
 - (ii) ensure that the Committee is properly constituted and that there is always a Committee.
- (b) Each Member:
 - (i) must appoint a natural person to represent and vote for it at Meetings and Emergency Meetings of the Committee; and
 - (ii) may appoint a natural person as a Substitute Representative to represent the Member at Meetings and Emergency Meetings if the Representative of that Member cannot attend.
- (c) Members may appoint a new Representative or Substitute Representative at any time.
- (d) Members must give written notice to the Committee of:
 - (i) the address, telephone and facsimile numbers of their Representative, Substitute Representative and Occupiers of their Stratum Lots; and
 - (ii) for the Owners Corporation (if any), the name, telephone number, current address and fax number of its strata managing agent, and any change to those details from time to time.
- (e) The appointment of a previous Representative or Substitute Representative is terminated when the Committee receives written notice of the new appointment.

4.3 Acts by Representatives

Anything done by a Representative on behalf of the Member appointing that Representative has the same effect as if done by that Member.

SP94402

4.4 Functions of Committee

The functions of the Committee are to:

- (a) carry out the duties set out in this Management Statement; and
- (b) make decisions about matters in this Management Statement; and
- (c) operate, maintain, renew and replace Shared Facilities; and
- (d) determine, levy and recover contributions for the Administrative Fund and Sinking Fund and make payment from those funds; and
- (e) change or add to Shared Facilities; and
- (f) control in a fair manner the use of Shared Facilities; and
- (g) make Rules for the management and operation of the Building; and
- (h) monitor the performance of the Building Manager; and
- (i) create and implement a maintenance program for Shared Facilities; and
- (j) effect insurances according to the Applicable Legislation and this Management Statement; and
- (k) arrange for maintenance and other contracts so that insurances are not affected; and
- (l) consider and determine any other matter that the Members determine should be considered by the Committee; and
- (m) comply with any other obligation under the Development Act or the Management Act.

5. Rights and obligations of Owners and Occupiers

5.1 General obligations

- (a) In addition to any obligations imposed by any Applicable Legislation and any other provisions of this Management Statement, Owners and Occupiers must:
 - (i) act reasonably and in good faith in their dealings with the Committee and other Owners and Occupiers; and
 - (ii) ensure, as far as is reasonable, that the Building is efficiently managed to a standard appropriate to its permitted use; and
 - (iii) promptly pay Administrative Fund contributions and Sinking Fund contributions and other amounts owed to the Committee; and
 - (iv) comply with the decisions of the Committee; and
 - (v) comply with the Rules.
- (b) If an Owner transfers the freehold interest in its Stratum Lot or subdivides its Stratum Lot by a strata plan under the Development Act, the Owner must (at its

SP94402

own cost) procure the new owner of its Stratum Lot or the Owners Corporation created upon subdivision of its Stratum Lot by a strata plan to become a party to each contract relating to the provision of Services.

- (c) An Owner which fails to comply with clause 5.1(b) is liable for any liability, loss, claim or damages sustained by the other Owners as a result of its non-compliance.

5.2 Owners and Occupiers

- (a) Owners and Occupiers must:
 - (i) promptly comply with:
 - (A) their obligations under this Management Statement, and Applicable Legislation; and
 - (B) decisions of the Committee; and
 - (C) the Rules
 - (ii) not interfere with Shared Facilities other than in accordance with this Management Statement; and
 - (iii) except in an emergency and subject to any reasonable requirements, give other Owners and Occupiers access to their part of the Building during the times specified in this Management Statement or reasonably agreed with those other Owners and Occupiers; and
 - (iv) in an emergency, give Owners and Occupiers access to fire stairs, passages and all other egress routes in their part of the Building necessary to exit the Building; and
 - (v) give other Owners and Occupiers access to use, maintain, repair and replace Shared Facilities located in their part of the Building in accordance with this Management Statement.
- (b) Subject to clause 5.2(a)(iv), no Member, other than the Committee and its suitably qualified and licensed trades people may access the Supermarket Stratum Lot for the purposes of this 5.2.

5.3 Maintenance obligations

- (a) Except for Shared Facilities and subject to this Management Statement, each Owner must at its own cost:
 - (i) maintain and keep its Stratum Lot in good repair; and
 - (ii) maintain and keep the facade and other external finishes, fixtures or fittings in its Stratum Lot in good repair; and
 - (iii) maintain, inspect and operate plant and equipment owned or used exclusively by the Owner or Occupier to a standard recommended by the manufacturer or the applicable Australian standard.

SP94402

- (b) Each Owner is liable for damage or loss caused to each other Owner or Occupier by a failure to do something under this Management Statement (except damage or loss caused or contributed to by the Owner or Occupier suffering the damage or loss).

5.4 Rights to inspect books and records of the Committee

- (a) Owners (or persons authorised in writing by them) may inspect the books and records of the Committee by:
 - (i) applying in writing to the Secretary; and
 - (ii) paying the Committee a reasonable inspection fee calculated on an hourly basis or such other amounts as the Management Act requires for the inspection of the books and records of an owners corporation.
- (b) The Secretary must allow an applicant to inspect the books and records of the Committee within 10 Business Days after the applicant makes a written application and pays the inspection fee (or the later of those obligations if not done simultaneously).
- (c) The applicant may (at its own cost) take extracts from or copy the books and records but may not remove the books and records.

5.5 Outstanding Levy Certificates

- (a) Owners (or persons authorised in writing by them) may apply for an Outstanding Levy Certificate by:
 - (i) applying in writing to the Treasurer; and
 - (ii) paying a reasonable fee as set by the Committee.
- (b) The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Owner specified in the application:
 - (i) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable; and
 - (ii) the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable; and
 - (iii) the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions; and
 - (iv) any amount recoverable for work carried out by the Committee under this Management Statement; and
 - (v) any amount and rate of interest payable to the Committee under this Management Statement; and
 - (vi) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.
- (c) The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

SP94402

- (d) An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in a Stratum Lot or the Land.

5.6 Insurance obligations

- (a) Except as otherwise provided in this Management Statement, Owners must effect with the same insurer appointed by the Committee for its public liability insurance policy and building insurance policy:
 - (i) public liability insurance; and
 - (ii) machinery breakdown insurance for plant and equipment in their part of the Building that is not a Shared Facility and is not covered under warranty; and
 - (iii) for an Owners Corporation, contents insurance for its common property.
- (b) Owners must obtain consent from the Committee to do anything that might:
 - (i) void or prejudice insurances effected by the Committee; or
 - (ii) increase an insurance premium payable by the Committee.
- (c) If an Owner does anything to increase an insurance premium paid by the Committee:
 - (i) that Owner must pay the amount by which the premium is increased; and
 - (ii) the Committee may add that amount to the Administrative Fund contribution payable by that Owner.

5.7 Additional obligations of Owners Corporation

- (a) The Owners Corporation must give each Member notices of its general meetings and meetings of its executive committee as if the Member receiving the notice is a member of the Owners Corporation or its executive committee.
- (b) The Owners Corporation must allow the Representative or Substitute Representative of each other Member to:
 - (i) attend its general meetings; and
 - (ii) address meetings in regard to matters affecting this Management Statement or those Members.
- (c) The Owners Corporation must not make by laws that are inconsistent with this Management Statement.
- (d) If there is an inconsistency between the by-laws and this Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with this Management Statement.

SP94402

6. Officers of the Committee

6.1 Officeholders of the Committee

- (a) The Members of the Committee must appoint a Chairperson, a Treasurer and a Secretary by General Resolution within one month of the date of the registration of this Management Statement.
- (b) An Officeholder will hold that position until he resigns or is removed by the Committee and a replacement Officeholder appointed.

6.2 Duties of the Secretary

The Secretary shall:

- (a) convene meetings of the Committee; and
- (b) prepare and distribute notices and minutes of meetings of the Committee; and
- (c) perform administrative and secretarial functions for the Committee; and
- (d) perform any other function or duty imposed on him by the Applicable Legislation or this Management Statement; and
- (e) deal with correspondence to and from the Committee.

6.3 Duties of the Treasurer

The Treasurer will:

- (a) prepare budgets and financial statements of the Committee; and
- (b) prepare audit reports; and
- (c) send notices of, and collect, Administrative Fund and Sinking Fund contributions from Members; and
- (d) operate the bank account of the Committee; and
- (e) keep and maintain the accounting records of the Committee; and
- (f) perform any other function or duty imposed on him by the Applicable Legislation or this Management Statement; and
- (g) issue the Outstanding Levy Certificates.

6.4 Appointment of a Building Manager

- (a) The Committee may appoint a Building Manager to assist the Committee to carry out its duties under Applicable Legislation and this Management Statement. The Committee may determine the terms of the appointment including any remuneration for the Building Manager.
- (b) The Committee may delegate to the Building Manager some or all the functions of the Officeholders.
- (c) The Committee may not delegate to the Building Manager:

SP94402

- (i) a function of the Committee which the Committee is required to exercise by Unanimous Resolution;
- (ii) a function of the Committee which is required to be exercised only by the Committee under the Applicable Legislation or this Management Statement;
- (iii) the power to determine Administrative Fund or Sinking Fund contributions; or
- (iv) the power to incur expenditure greater than \$10,000 in aggregate in a financial year.

7. Strata Manager

7.1 Appointment

- (a) The Committee may appoint and enter into agreements with a Strata Manager to assist the Committee perform its functions and, in particular, the functions of the Secretary and the Treasurer.
- (b) The Strata Manager must have the licences required by law to be a strata managing agent.
- (c) An agreement between the Committee and the Strata Manager must:
 - (i) be in writing and be signed by each Member and the Strata Manager; and
 - (ii) reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager; and
 - (iii) allow the Strata Manager to terminate the agreement if the Strata Manager is not appointed by one or more Owners Corporations (if any) as its strata managing agent; and
 - (iv) contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

7.2 Delegation of functions

The Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers except:

- (a) this power of delegation; and
- (b) the function to determine Administrative Fund and Sinking Fund contributions; and
- (c) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee.

7.3 Owners Corporation obligation

Any Owners Corporation must appoint and retain under section 27 of the Management Act the same Strata Manager as the Committee appoints under this clause 7.

SP94402

8. Emergencies

8.1 Interpretation

In this clause, references to the Committee include persons authorised by the Committee and Service Providers.

8.2 Powers

- (a) In an emergency, the Committee may do anything in the Building that Owners or Occupiers should have done under this Management Statement but which, in the opinion of the Committee acting reasonably, was not done or was not done properly.
- (b) To exercise its rights under this clause, the Committee may:
 - (i) enter any part of the Building and stay there for as long as necessary; and
 - (ii) do what is required to remedy the emergency, provided that the Committee does not interfere unreasonably with the lawful use by an Owner or Occupier of its part of the Building.
- (c) If the Committee carries out work under this clause that an Owner or Occupier ought to have carried out, that Owner or Occupier must pay the Committee its reasonable costs for carrying out the work. The Committee must provide information reasonably required about costs incurred under this clause.
- (d) The Committee is not liable for damage arising out of the exercise of its rights under this clause (except for damage it causes wilfully or negligently).

9. Insurance

9.1 Statutory insurance

The Committee must effect insurance for the Building and the Land in accordance with the Applicable Legislation.

9.2 Other insurances

- (a) In addition, the Committee must also effect:
 - (i) machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty; and
 - (ii) public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 87 of the Management Act for an Owners Corporation; and
 - (iii) workers compensation insurance if required by law; and
 - (iv) enough insurance cover to pay for increased costs during the period of insurance.
- (b) The Committee may effect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.

SP94402

9.3 Valuations

- (a) The Committee must have the:
 - (i) Building valued for insurance purposes in accordance with the requirements of the Applicable Legislation by a qualified valuer or quantity surveyor who has:
 - (A) a minimum of five years' experience; and
 - (B) experience in valuing for insurance purposes buildings like the Building; and
 - (ii) first valuation carried out within six months after registration of this Management Statement.

9.4 Sum insured

- (a) The Committee must insure the Building for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).
- (b) Each year the Committee must:
 - (i) review its current insurance policies; and
 - (ii) decide whether it needs new policies and, if so, effect those policies; and
 - (iii) decide whether it needs to adjust current policies and, if so, adjust those policies.
- (c) The Secretary must include a motion on the agenda for a Meeting to determine these matters.

9.5 New risks

The Committee must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Committee or Shared Facilities.

9.6 Insurance records

The Committee must:

- (a) keep with its books and records, all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause; and
- (b) provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

10. Books and records

- (a) The Committee must keep books and records relating to the exercise of its functions according to this clause 10.
- (b) The Books and records that the Committee must keep include, without limitation:

SP94402

- (i) an up-to-date copy of this Management Statement; and
 - (ii) its agreement(s) (if any) with any Strata Manager or Building Manager; and
 - (iii) its agreements with Service Providers, contractors, tradespersons and any other persons in relation to Shared Facilities; and
 - (iv) an up-to-date record of address and other details for each Member, Representative and Substitute Representative provided by Members; and
 - (v) notices and minutes of Meetings and Emergency Meetings; and
 - (vi) voting papers for Meetings and Emergency Meetings ; and
 - (vii) financial statements; and
 - (viii) copies of Outstanding Levy Certificates; and
 - (ix) audit reports; and
 - (x) budgets; and
 - (xi) notices served on the Committee; and
 - (xii) correspondence sent to and by the Committee; and
 - (xiii) insurance records; and
 - (xiv) all other records relating to the administration and operation by the Committee.
- (c) The Committee must keep copies of its records for a least 7 years form the date of the record.

11. Committee to act on behalf of Members

- (a) Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about:
 - (i) the failure of a Member to pay Administrative Fund or Sinking Fund contributions; and
 - (ii) the failure of an Owner or Occupier to comply with its obligations under this Management Statement; and
 - (iii) the failure of an Owner or Occupier to comply with its obligations under this Management Statement.
- (b) Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by resolution.
- (c) This clause does not prevent a Member from taking legal proceedings in its own name.

SP94402

12. Consents by the Committee

- (a) The Committee may provide consents under this Management Statement only at a Meeting or an Emergency Meeting.
- (b) Unless a clause states otherwise, the Committee may:
 - (i) give consents under this Management Statement by resolution; and
 - (ii) impose conditions in granting its consent.
- (c) The Committee may revoke its consent if the person who has been granted the consent does not comply with:
 - (i) conditions imposed by the Committee in granting its consent; and
 - (ii) the clause under which the Committee granted the consent.

13. Meetings of the Committee

13.1 Meetings

The Committee must convene a meeting at least every 6 months or earlier if

- (a) the Committee resolves to hold the Meeting;
- (b) the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager);
- (c) two or more Members make a written request to the Committee to convene a Meeting; or
- (d) it is necessary to appoint a replacement Officer.

13.2 Emergency Meetings

- (a) The Committee may deal only with matters which require a resolution at an Emergency Meeting.
- (b) The Committee may convene an Emergency Meeting if:
 - (i) there is an emergency or other urgent matter which must be determined by the Committee; and
 - (ii) in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

13.3 Convening meetings

A Meeting or an Emergency Meeting may be convened by:

- (a) the Secretary;
- (b) another Officer if the Secretary is absent or unable to convene the meeting; or

SP94402

- (c) the Strata Manager (if the Committee has delegated that function to the Strata Manager).

14. Notices and agendas

14.1 Information in notice of meeting

Subject to this clause, a Member can convene a Meeting or an Emergency Meeting by giving each other Member at least 5 Business Days' notice of the Meeting that sets out:

- (a) the time, date and venue of the Meeting or Emergency Meeting; and
- (b) an agenda for the Meeting or Emergency Meeting.

14.2 Agenda for Meeting

The agenda for a Meeting must:

- (a) include details of all business which the Committee will deal with at the Meeting. The Committee cannot deal with business that is not on the agenda; and
- (b) include motions which Members have requested the Committee in writing to include on the agenda for the next Meeting; and
- (c) be accompanied by a copy of the minutes of the last Meeting; and
- (d) include a motion to adopt the minutes of the last Meeting.

14.3 Agenda for Emergency Meeting

The agenda for an Emergency Meeting must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for resolutions to take the actions proposed to deal with the emergency.

14.4 Meeting to consider levy contributions

A notice to convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions must include:

- (a) the budget prepared by the Committee according to clause 19; and
- (b) the current audit report prepared by the Committee according to clause 21; and
- (c) the current audited financial statement prepared by the Committee according to clause 21.

14.5 Service of notice of Meeting

Notice of a Meeting must be served on each Member notice by sending it to:

- (a) the address of the Member;
- (b) the fax number of the Member;

SP94402

- (c) the email address of the Member; or
- (d) a combination of the above methods.

14.6 Service of notice of Emergency Meeting

Notice of an Emergency Meeting may:

- (a) give each Member notice of the Emergency Meeting by the most appropriate method in the circumstances (such as by telephone); and
- (b) give the amount of notice of the Emergency Meeting reasonably appropriate in the circumstances.

15. Meeting procedures

15.1 Conduct

Subject to this Management Statement, the Committee may meet to conduct its business, adjourn and otherwise regulated Meetings and Emergency Meetings as it thinks fit

15.2 Quorum

- (a) A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions.
- (b) A quorum for a Meeting or an Emergency Meeting is a majority of the Members.

15.3 Failure to obtain quorum

- (a) If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.
- (b) If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member at least two Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

15.4 Quorums at adjourned Meetings

A quorum at an adjourned Meeting or Emergency Meeting is the Representatives or Substitute Representatives of two Stratum Lots.

15.5 Attendance at Meetings

An Owner or Occupier may attend a Meeting but may only address the Meeting with the consent of the Committee.

15.6 Meetings in writing

The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) the person who convenes the Meeting serves notice of the Meeting according to this Management Statement; and

SP94402

- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required number of Members approve the motions in the agenda, complete their voting papers and return them to the person who convened the Meeting before the Meeting is due to commence.

15.7 Voting at Emergency Meetings

A Member may cast a vote at an Emergency Meeting:

- (a) by telephone to the telephone numbers of the person who convened the Emergency Meeting; or
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by fax to the address or fax number of the person who convened the Emergency Meeting; or
- (d) by email to the email address of the person who convened the Emergency Meeting.

15.8 Minutes

The Secretary must distribute minutes of Meetings or Emergency Meetings to each Member within 10 Business Days after the Meeting.

16. Voting rights

16.1 Voting rights of Members

- (a) Subject to this clause, the only Members entitled to vote at Meetings and Emergency Meetings are Financial Members.
- (b) Votes may be cast by such Members by:
 - (i) the Member, if a natural person; or
 - (ii) the Member's Representative or Substitute Representative.
- (c) A Representative or Substitute Representative for a Financial Member must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them.

16.2 Number of votes

Each Member has ten votes.

16.3 Types of decisions

Decisions of the Committee may only be made:

- (a) at properly convened Meetings of the Committee; and
- (b) except where specifically required by the Management Act, by general resolution.

SP94402

16.4 Restrictions on voting

The following restrictions apply to voting at Meetings and Emergency Meetings:

- (a) the Chairperson does not have a casting vote; and
- (b) the Strata Manager does not have a vote unless he or she is a Representative or a Substitute Representative; and
- (c) the Building Manager does not have a vote unless he or she is a Representative or a Substitute Representative.

16.5 General

- (a) Only Financial Members are entitled to vote on any motion.
- (b) A motion is passed if a majority of the Financial Members present at a Meeting or Emergency Meeting vote in favour of that motion.
- (c) Despite any other provision of this document, a motion affecting a Shared Facility for which a Member contributes 100% of the costs, will not pass if it is opposed by that Member.

17. Funds

17.1 Administrative Fund

- (a) The Committee must establish an Administrative Fund as soon as practicable after registration of this Management Statement.
- (b) The Committee must use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

17.2 Sinking Fund

- (a) The Committee must establish a Sinking Fund as soon as practicable after registration of this Management Statement.
- (b) The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

18. Financial years

18.1 First financial year

The first financial year of the Committee:

- (a) commences on the date of registration of this Management Statement; and
- (b) ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this Management Statement).

18.2 Subsequent financial years

Subsequent financial years:

SP94402

- (a) commence at the expiration of the previous financial year; and
- (b) end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last financial year).

19. Budgets

- (a) The Committee must prepare an Administrative Fund budget and a Sinking Fund budget for each financial year.
- (b) A budget must show:
 - (i) how much money the Committee will need during the financial year for its Administrative Fund and Sinking Fund; and
 - (ii) income the Committee knows it will receive in the financial year; and
 - (iii) the proportion and the amount which each Member must contribute to each Shared Facility for the financial year.
- (c) The Committee must budget enough money to comply with its obligations under this Management Statement and Applicable Legislation.

20. Determining contributions

20.1 General

- (a) The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each financial year.
- (b) The proportion of Administrative Fund and Sinking Fund contributions payable by each Member is to be in accordance with the aggregate proportions set out in Schedule 1.
- (c) The Substation Lot Member is not required to pay any amount to the Administrative Fund or Sinking Fund or otherwise in relation to any Shared Facility, subject to the provisions of Schedule 1 as at the date of registration of this document.

20.2 Determining contributions

- (a) When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:
 - (i) whether the contributions are payable in a lump sum or by instalments; and
 - (ii) the dates on which the contributions (e.g. monthly or quarterly) are payable.
- (b) The amount of contributions:
 - (i) for the Administrative Fund, must be the amount determined by the Committee in the budget for the Administrative Fund under clause 19; and
 - (ii) for the Sinking Fund, must be the amount determined by the Committee in the budget for the Sinking Fund under clause 19.

SP94402

20.3 Insufficient funds

- (a) Subject to clause 20.4 about determining contributions at an Emergency Meeting, the Committee must determine:
 - (i) additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the current financial year; and
 - (ii) additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the current financial year.
- (b) Before the Committee determines an additional contribution, it must prepare and adopt a budget for the period covered by the additional contribution. The budget must contain the information required in clause 19.

20.4 Determining contributions at an Emergency Meeting

If the Committee must raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a budget for the contribution.

21. Preparing financial statements

- (a) At the end of each financial year, the Committee must:
 - (i) have its accounts audited by a qualified auditor; and
 - (ii) prepare a financial statement for each of its accounts for the previous financial year.
- (b) A financial statement must show for each of the Administrative Fund and the Sinking Fund:
 - (i) a statement of income and expenditure during the financial year; and
 - (ii) the balance carried forward from the financial year; and
 - (iii) particulars and amounts of each item of income during the financial year; and
 - (iv) particulars and amounts of each item of expenditure during the financial year; and
 - (v) the cash in the fund at the end of the financial year; and
 - (vi) the balance of the fund at the end of the financial year; and
 - (vii) contribution arrears for each Member at the end of the financial year; and
 - (viii) the amount of credit or debit in the fund at the end of the financial year; and
 - (ix) other relevant information.

SP94402

22. Paying contributions

- (a) Subject to this clause, the Committee must give Members at least one calendar month's notice of payment Administrative Fund or Sinking Fund contribution.
- (b) The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:
 - (i) the total contribution to be raised; and
 - (ii) each Member's portion of the contribution; and
 - (iii) the date by which payment is required.

22.2 Raising funds in an emergency

If the Committee has to raise funds in an emergency, it may give less than 20 Business Days' notice of the contribution.

23. Banking money and interest on accounts

- (a) The Committee must:
 - (i) establish and maintain a bank or building society account or accounts in the names of the Members; and
 - (ii) deposit all contributions and other money paid to the Committee into its bank or building society accounts.
- (b) The Committee may withdraw money from its accounts only to meet its obligations under or arising from this Management Statement
- (c) If the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the Property Stock and Business Agents Act 2002 (NSW).
- (d) If the Committee's account earns interest, the Committee may:
 - (i) credit it to one of the accounts of the Committee; or
 - (ii) pay it to the Members according to clause 25.

24. Late payments

24.1 Interest

- (a) Members must:
 - (i) pay the Committee interest on any amount owed to the Committee under this Management Statement but not paid on time; and
 - (ii) pay interest from (and including) the date on which the payment was due until the date it was paid.

SP94402

- (b) The Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the Committee or any other rate permitted under the Strata Schemes Management Act 1996 (or any other legislation replacing this legislation)
- (c) A certificate about interest rates given to a Member by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 24.1(b).

24.2 Recovering unpaid contributions

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

24.3 Disputes

- (a) Members are not excused from paying Administrative Fund contributions, Sinking Fund contributions or other amounts owing to the Committee under this Management Statement because of a dispute or a disagreement (e.g. a dispute about the amount of a payment) with the Committee but must continue paying those contributions at the rate determined according to this Management Statement.
- (b) After the dispute is resolved, the Member and the Committee must pay each other any necessary adjustments.
- (c) A member's rights against the Committee are not affected by the Member's continuing to pay Administrative Fund and Sinking Fund contributions according to clause 24.3(a).

25. Dealing with surplus funds

- (a) If there is surplus money in the Administrative Fund or Sinking Fund at the end of a financial year, the Committee may carry forward such surplus to the next financial year or distribute it between the Members in shares decided by the Committee according to this clause.
- (b) When deciding the shares for the distribution of surplus money according to this clause, the Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

26. Shared Facilities

26.1 Nature

- (a) There are a number of facilities and services in the Building that are:
 - (i) used by two or more Owners; or
 - (ii) located on land belonging to an Owner but used by another Owner.These facilities and services are called Shared Facilities.
- (b) Subject to the description of each Shared Facility in Schedule 1, Shared Facilities and costs for Shared Facilities include:
 - (i) plant and equipment which constitute a Shared Facility; and

SP94402

- (ii) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but excluding any of those things which exclusively service an Owner's part of the Building; and
 - (iii) the facade of the Building and those parts of the Building which can be seen from outside of the Building; and
 - (iv) any rooms or areas in Shared Facilities are located; and
 - (v) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
 - (vi) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
 - (vii) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
 - (viii) the inspection of Shared Facilities (if applicable) by a government agency; and
 - (ix) the certification of Shared Facilities for the purposes of the law; and
 - (x) the means of access to and from a Shared Facility.
- (c) Subject to this Management Statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities and in particular:
- (i) keep and implement an up-to-date schedule for maintenance, repair and replacement of all Shared Facilities in keeping with the relevant manufacturer's specifications, relevant Australian standards and good industry practice; and
 - (ii) budget and determine contributions for Members to allow it to carry its obligations under this clause in a timely manner.
- (d) The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities.
- (e) If the Committee has not effected the necessary repairs or maintenance to reinstate the full and proper functioning of a Key Shared Facility within 24 hours of receipt of notice of it ceasing to function properly, the Owner of the Supermarket Stratum Lot (acting reasonably) may carry out such temporary or permanent repairs or maintenance as it determines to be reasonably necessary to reinstate the operation of that Key Shared Facility as soon as practical at the reasonable cost of the Committee.

26.2 Use of Shared Facilities

- (a) This Management Statement may specify which Owners and other persons are entitled to use and enjoy a Shared Facility or may restrict use of a Shared Facility.
- (b) If the enjoyment or use of a Shared Facility is not restricted, the Shared Facility is available for use and enjoyment by each Owner and Occupier according to this Management Statement.

SP94402

26.3 Apportioning costs for Shared Facilities

- (a) Schedule 1 sets out the amount that each Owner must contribute towards the costs of Shared Facilities.
- (b) The Committee must charge Owners for Shared Facilities according to Schedule 2.
- (c) If Schedule 2 does not make a provision for a charge, then the Committee may determine the charge.
- (d) Owners must pay their proportion of the costs for Shared Facilities according to Schedule 2 (or according to the determination of the Committee if there is no provision in Schedule 1 for that cost).

26.4 Changing or adding to Shared Facilities

- (a) The Committee may:
 - (i) add Shared Facilities if it identifies new Shared Facilities as required;
 - (ii) create new Shared facilities as required;
 - (iii) change existing Shared Facilities;
 - (iv) change the use of existing Shared Facilities;
 - (v) modify or replace existing Shared Facilities;
 - (vi) extend Shared Facilities; or
 - (vii) determine a charge for a Shared Facility where Schedule 1 does not make provision for a charge.
- (b) Owners must agree to amend Schedule 1 to reflect anything the Committee resolves to do under this clause.

26.5 Changing the costs for Shared Facilities

- (a) The Committee may change the cost, adds new costs or adjust the division of costs for Shared Facilities, subject to at least one of the following:
 - (i) the Committee has resolved to deal with the Shared Facility under clause 26.4;
 - (ii) the Committee identifies new Shared Facilities;
 - (iii) the use of Shared Facilities changes;
 - (iv) Shared Facilities are repaired, modified or replaced; or
 - (v) anything else happens which affects the costs of Shared Facilities.
- (b) If the Committee proposes to change, add or adjust the division of costs for Shared Facilities, it may have regard to but is not bound by the applicable "Method of Dividing Costs" described in Schedule 2.

SP94402

- (c) The Members agree to amend Schedule 2 to reflect anything the Committee resolves to do under this clause.

26.6 Damage

Owners must:

- (a) use Shared Facilities only for their intended purposes; and
- (b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Committee for any damage to Shared Facilities caused by them, their visitors or persons doing work in the Building on their behalf.

26.7 Restricted access

- (a) Subject to this Management Statement, the Committee may restrict access to Shared Facilities.
- (b) This clause 26.7 does not apply to access by the Owner or Occupier of the Supermarket Lot to the Shared Facilities which it is entitled to use under this Management Statement, except in case of an emergency which requires access to the Supermarket Lot or to the Shared Facilities to be restricted or prevented or if required by law or any Relevant Authority.

27. Works

27.1 Works affecting Common Property

Owners and Occupiers in a Strata Scheme may not carry out any Works affecting Common Property without obtaining the consent from the relevant Owners Corporation before carrying out the Works.

27.2 Shared Facilities

Owners and Occupier must obtain consent from the Committee before carrying out any Works that may affect Shared Facilities.

27.3 Fitout Works

Owners and Occupiers do not need consent from the Committee or an Owners Corporation to carry out Works that do not affect the Common Property or the Building.

27.4 Relevant Authority consent

Owners and Occupiers must:

- (a) obtain all necessary consents from any Relevant Authority before carrying out any Works in the Building; and
- (b) promptly provide the Committee with copies of any consents Owners or Occupiers obtain from any Relevant Authority, if requested to so provide by the Committee.

SP94402

27.5 Access Conditions for works in Retail Stratum Lot

The Committee must comply with the Access Conditions before and during the carrying out of any works in the Retail Stratum Lot under this Management Statement (including in connection with Easements) which involve access to the Supermarket Lot.

27.6 Carrying out Works

Despite any other provision of this clause 27, the Owner or Occupier of the Supermarket Stratum Lot does not need consent from the Committee, the Members or any Occupiers to undertake Works or do anything to the Supermarket Stratum Lot if:

- (a) the Owner or Occupier has the approval of the Relevant Authority to undertake the Works (if required);
- (b) the Works do not affect Shared Facilities; and
- (c) where access is required to any other Lot, the consent of that Lot Owner has been obtained.

28. Waste storage and disposal

28.1 Responsibility

- (a) The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from the Building.
- (b) Each Owner and Occupier has obligations in relation to the storage and disposal of waste from its Stratum Lot or Strata Scheme.

28.2 Shared facility

Garbage disposal facilities are Shared Facilities.

28.3 Rights and obligations

- (a) The Committee must:
 - (i) provide sufficient receptacles in the Garbage Removal Facilities to store and dispose of waste generated from the Building
 - (ii) regularly clean and sanitise the Garbage Removal Facilities including the garbage and recyclable receptacles; and
 - (iii) arrange for the regular removal of garbage stored in the Garbage Removal Facilities according to this clause.
- (b) The Committee may:
 - (i) lease or purchase receptacles for the storage of garbage and recyclable materials; and
 - (ii) appoint the Building Manager to perform its functions and exercise its rights under this clause; and
 - (iii) make Rules about the storage and disposal of garbage and recyclable materials.

SP94402

- (c) Owners and Occupiers must deliver their garbage and recyclable materials to the Garbage Removal Facilities and store it in the area (if any) allocated for their use by the Committee.

29. Services

- (a) Subject to this clause, the Committee has the power to supply services to Members, Owners and Occupiers.
- (b) Services include:
 - (i) electricity supply, gas supply and water supply; and
 - (ii) additional services which the Committee decides to supply according to this clause.
- (c) The Committee has the power to supply services in addition to those in clause 29(b) to Owners or Occupiers if:
 - (i) there would be significant cost savings if the Committee purchases the service in bulk and supplies to it Owners or Occupiers; and
 - (ii) the Committee reasonably determines it would be beneficial to the operation and management of the Building for the Committee to provide the service; or
 - (iii) an Owner or Occupier asks the Committee to provide the service.
- (d) The Committee has the power to:
 - (i) enter into contracts and agreements with the providers of Services; and
 - (ii) disconnect a Service to an Owner or an Occupier who does not pay the Committee for the Service according to this Management Statement only in the following circumstances:
 - (A) if doing so does not interfere with the provision of that Service to another Owner or Occupier who has paid the Committee for the Service; and
 - (B) reasonable notice has been given to the Owner or Occupier whose service is being disconnected.
- (e) In considering whether to supply a Service to Owners and Occupiers the Committee must determine:
 - (i) how it will recover costs from Owners and Occupiers who may connect to the Service; and
 - (ii) how the Service will be metered; and
 - (iii) whether the Service will be a Shared Facility.

SP94402

30. Dispute resolution

30.1 Interpretation

For the purpose of this clause 30, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee or a Member, Owner, Occupier or Mortgagee in Possession.

30.2 Disputes about Management Statement

- (a) The parties must endeavour in good faith to resolve disputes about this Management Statement before taking action under this clause.
- (b) The parties must deal with disputes about this Management Statement according to this clause. This includes disputes about the failure of the Committee or an Officer to comply with the provisions about Meetings or Emergency Meetings.

30.3 Dispute notice

- (a) A party may give another party a dispute notice that:
 - (i) describes what the dispute is about; and
 - (ii) identifies the provisions of this Management Statement or the law that apply to the dispute; and
 - (iii) states the position of the party; and
 - (iv) sets out the facts and other circumstances on which the party relies; and
 - (v) attaches copies of correspondence and other documents mentioned in the dispute notice.
- (b) Within 10 Business Days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:
 - (i) at 2.00 pm on the date which is 7 Business Days after the dispute notice was given; and
 - (ii) at the Building or by telephone conference.

30.4 Mediation

- (a) If the parties cannot resolve their 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 IAMA to mediate the dispute.

SP94402

- (b) If the parties cannot agree on the mediator from the IAMA panel within 5 Business Days after a party gives a mediation notice, a party may ask the chairperson of IAMA (or the vice chairperson if the chairperson declines) to:
 - (i) appoint a mediator from the IAMA panel; and
 - (ii) determine the remuneration of the mediator.
- (c) The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within 5 Business 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.
- (d) The mediation must take place in Sydney, New South Wales.

30.5 Expert determination

- (a) If the parties cannot resolve their 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.
- (b) If the parties cannot agree on an expert within 5 Business Days after a party gives a determination notice, a party may ask the chairperson of IAMA (or the vice chairperson if the chairperson declines) to:
 - (i) appoint an appropriate expert having regard to the nature of the dispute; and
 - (ii) determine the remuneration of the expert.
- (c) The parties must instruct the expert to:
 - (i) act as an expert and not as an arbitrator; and
 - (ii) determine the rules for the conduct of the expert determination; and
 - (iii) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- (d) If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.
- (e) The expert:
 - (i) is not bound to observe the rules of natural justice or the rules of evidence; and
 - (ii) may obtain and refer to documents and information not provided by the parties; and

SP94402

- (iii) must determine the dispute and give written reasons for the determination within 1 month of being appointed.

The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

30.6 Dispute about Shared Facility costs

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

30.7 Costs

The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

31. Service of notices

- (a) A notice or communication under this Management Statement must be in writing and must be:
 - (i) delivered personally to the addressee; and
 - (ii) left at the address of the addressee; and
 - (iii) sent by pre-paid ordinary post to the address of the addressee, or sent to the fax number of the addressee; and
 - (iv) sent to the current email address of the addressee.
- (b) A notice or communication takes effect from the later of:
 - (i) the time the notice or communication is received by the addressee; or
 - (ii) the time specified in the notice or communication.
- (c) A notice or communication sent by pre-paid post to the address of the addressee is received on the third business day after it is posted.
- (d) A facsimile is received:
 - (i) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
 - (ii) if the facsimile is sent to the facsimile number of the addressee after 5.00pm, on the next business day; or
 - (iii) if the facsimile is sent to the facsimile number of the addressee on a day which is not a Business Day, on the next Business Day.

SP94402

32. Variations or Amendments to Management Statement

- (a) This Management Statement may only be varied or amended by Unanimous Resolution passed at a Meeting or an Emergency Meeting.
- (b) If as a result of any change to the Building a change to this document is proposed by any party, the parties will (acting reasonably) consider the proposed change. If the proposed change is not materially adverse to any party, the parties consent to the change and will each within 10 business days do everything reasonably necessary and expedient to give effect to the change, including by variation of this Management Statement.

33. Supermarket provisions

33.1 Requirements

During the period commencing the date of this document and expiring the date that Supermarket Stratum Lot Lessee ceases to have a right to occupy the Supermarket Stratum Lot:

- (a) the Owner of the Supermarket Stratum Lot and Retail Stratum Lot may change but at all times must be the same person; and
- (b) the Retail Stratum Lot must not be strata subdivided into a Strata Scheme.

33.2 Supermarket Plant Equipment

During the period commencing the date of this document and expiring the date that Supermarket Stratum Lot Lessee ceases to have a right to occupy the Supermarket Stratum Lot, the Supermarket Stratum Lot Lessee will be entitled to the exclusive use and enjoyment of the Woolworths Plant Equipment Area.

33.3 Variations

This clause 33 may be varied only by Unanimous Resolution.

34. Supermarket Stratum Lot Lessee

- (a) Despite any other terms of this Management Statement, the Members, Owners and Occupiers each acknowledge and agree that:
 - (i) the Committee must not do anything which would, and the Members and Owners must not vote in favour of, or permit or allow any Resolution to be passed which would adversely:
 - (A) reduce the visibility of the shopfront of the Supermarket Stratum Lot or the Woolworths Signage;
 - (B) alter the size or location of the Woolworths Signage erected at the date of this Management Statement or, at a later date as permitted in this Management Statement;
 - (C) reduce the area of the Supermarket Stratum Lot;
 - (D) affect the accessibility of the Supermarket Stratum Lot to customers and potential customers including without limitation relocating lifts, stairs, ramps and pedestrian walkways;

SP94402

- (E) reduce or adversely affect access to the public amenities on the Land in the vicinity of the Supermarket Stratum Lot; or
 - (F) affect the rights, benefits or amenities of the Supermarket Stratum Lot as contained in this Management Statement (including the Shared Facilities).
- (b) Despite anything else in this Management Statement, pursuant to this Management Statement and during the term of the Supermarket Stratum Lot Lease, the Supermarket Stratum Lot Lessee (acting reasonably):
 - (i) may exercise the rights of the Owner of Supermarket Stratum Lot under this Management Statement (excluding the right to vote and attend meetings); and
 - (ii) is entitled to the benefit of all rights conferred on the Owner of Supermarket Stratum Lot under this Management Statement (excluding the right to vote and attend meetings).
- (c) The Supermarket Stratum Lot Lessee's rights under clause 34(b) are subject to the Supermarket Stratum Lot Lessee first providing the Owner of the Supermarket Stratum Lot with:
 - (i) reasonable notice of its intention to exercise any of the rights or claim any of the entitlements of the Owner of the Supermarket Stratum Lot under this Management Statement; or
 - (ii) at least 12 hours' notice of its intention to exercise the rights of the Owner of the Supermarket Stratum Lot under clause 26.1(e) of this Management Statement.
- (d) A notice under clause 34(c)(ii) may be given by email and may be given at any time after a Key Shared Facility ceases to function properly under clause 26.1(e). The 12 hour notice period in clause 34(c)(ii) may run concurrently with the 24 hour notice period in clause 26.1(e).

35. Signage

- (a) Subject to clause 35(b):
 - (i) the Owner of the Supermarket Stratum Lot; and
 - (ii) the Occupier of the Supermarket Stratum Lot,may erect, maintain, replace and repair signs on the Building in accordance with the **Woolworths Signage Plan (Woolworths Signage)**. The Owner of the Supermarket Stratum Lot and the Occupier of the Supermarket Stratum Lot, in exercising of their rights conferred by clause 35(a), must:
 - (iii) obtain the approval of all Relevant Authorities to the erecting and installation of the **Woolworths Signage** and the **Woolworths Signage Equipment**;
 - (iv) ensure that the installation of the **Woolworths Signage** and the **Woolworths Signage Equipment** is effected in a proper and workmanlike manner;

SP94402

- (v) pay the cost of the Woolworths Signage and the Woolworths Signage Equipment and the cost of erecting, installing and where necessary repairing the Woolworths Signage and the Woolworths Signage Equipment;
 - (vi) maintain the Woolworths Signage and the Woolworths Signage equipment in good order and working condition and in a clean and tidy state;
 - (vii) pay for all electricity used in conjunction with the Woolworths Signage (if illuminated) and the Woolworths Signage Equipment;
 - (viii) take all reasonable precautions to ensure as little disturbance and damage as possible to the Building and, as soon as reasonably practicable, restore any damage caused to the Building;
 - (ix) not interfere unduly or unreasonably with the rights of any Member, Owner or Occupier; and
 - (x) make good any damage caused to the Building by the removal of the Woolworths Signage or the Woolworths Signage Equipment.
- (b) The Owner of the Supermarket Lot and the Occupier of the Supermarket Lot must not add to, relocate, change, alter or reconfigure the Woolworths Signage without first:
- (i) obtaining the approval of all Relevant Authorities;
 - (ii) providing to the Committee detailed plans and specifications showing the proposed location and size the Woolworths Signage;
 - (iii) obtaining the consent of the Committee in accordance with clause 27.2 of this Management Statement.

SP94402

Schedule 1 Shared Facilities

SF	Shared Facility	Description	Member benefited
SF1	Sewer Pump Station	This Shared Facility includes, without limitation, all sewer and exhaust fans and all associated ducts, pipes and equipment. Costs include repairs and maintenance and the replacement of the Sewer Pump and access cover gate.	All Members
SF2	Fire Stairs and egress paths	This Shared Facility includes all Fire Stairs and egress paths within The Charles. Costs include: (a) cleaning maintenance; (b) annual certification; and (c) repairs and maintenance.	All Members
SF3	Essential Fire Services	The Essential Fire Services are an integrated fire system located throughout The Charles including, without limitation: (a) the combined fire hydrant and sprinkler system and all booster pumps, valves, storage tanks and pipework associated with the fire hydrant and sprinkler system; (b) the fire pump and fire control room; (c) all fire hose reels and fire extinguishers; (d) the fire line rental and test calls; (e) the EWIS and fire alarm systems including speakers, alarms and associated electrical components; (f) the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; (g) stair pressurisation systems including all motors, fans, ducting, grills, filters, electrical components and other items that form part of the stair pressurisation systems; (h) the emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; (i) the fire indicator panel and mimic	All Members

SP94402

SF	Shared Facility	Description	Member benefited
		panel together with their associated electrical components; and (j) all other items and features associated with the integrated fire system. Costs for Essential Fire Services also include the costs to comply with any obligations of the Committee regarding fire safety such as testing, reporting and annual certification. This does not include additional fire safety equipment or services installed in a Lot by a Member, Owner or Occupier and does not include any fire stairs	
SF4	Shared Driveways and Ramps	This Shared Facility includes all shared driveways and ramps within The Charles, including all driveways and ramps on Level B1. Costs include: (a) cleaning maintenance; (b) lighting globe replacement; (c) line markings; (d) signage; and (e) repairs and maintenance.	All Members
SF5	Garage Roller Door	This shared facility includes costs of repair, maintenance and replacement and electricity costs	All Members
SF6	Mechanical Risers and Air Intake Plant Room and Associated Equipment	This Shared Facility includes the Air Intake Plant Room and Plant Room, all associated equipment and all mechanical risers located on all levels of the building. Costs include cleaning, repairs and maintenance of rooms and associated equipment. Costs include repairs and maintenance and the replacement of the Mechanical Risers.	All Members
SF7	Electrical Switch Room	This Shared Facility includes: (a) the Electrical Switch Room located on basement level of The Charles; (b) includes the room, the switchboard, shared metres, controls and associated equipment; (c) the cleaning maintenance, repairs and replacement; and	All Members

SP94402

SF	Shared Facility	Description	Member benefited
		(d) lighting globe replacement.	
SF8	Gas Meter Room	The gas meter room is a shared facility and includes: (a) the master data logging system for the gas supply to all components of The Charles; (b) main gas regulator; (c) gas pipes, wires, cables and ducts exclusively servicing Shared Facilities; (d) ventilation; (e) gas pipes, wires, cables and ducts that service more than one component of The Charles; and (f) cleaning. This Shared Facility excludes: (a) costs for gas consumption; (b) gas pipes, wires, cables and ducts which are for the exclusive use of a Member, an Owner or an Occupier; (c) gas meters located inside Apartments, Suites or a Stratum Lot; and (d) lighting costs.	All Members
SF9	Gutters and Downpipes	This Shared Facility includes all guttering and downpipes located on the interior of the building. Costs include cleaning, repair and replacement of the gutters, downpipes and floor waste.	All Members
SF10	Exterior Paintwork and render	This Shared Facility includes all exterior surfaces which are painted and/or rendered. Costs include cleaning, repair and replacement of the render, maintenance and repainting.	All Members
SF11	Exterior Architectural / Façade embellishments	This Shared Facility includes all architectural façade embellishments. Costs include cleaning, repair and maintenance.	All Members

SP94402

SF	Shared Facility	Description	Member benefited
SF12	Subsurface drainage system and stormwater	This Shared Facility includes: (a) stormwater; (b) the drainage system for The Charles including draining for roof water, downpipes, hydraulic pipes and stormwater drainage; and (c) all hydraulic, subsoil pumps, pits and stormwater grates and drains. Costs include repairs and maintenance and the replacement of the Subsurface Drainage System and Stormwater. This shared facility does not include any parts of the drainage system which are for the exclusive use of a Member, Owner or Occupier.	All Members
SF13	Plant Rooms & Associated Equipment	The plant rooms include: (a) ventilation; (b) smoke extraction system; (c) gas, water, drainage; and (d) cleaning and lighting.	All Members
SF14	Insurance	Costs for insurance include: (a) premiums for insurance policies effected by the Committee (whether required by law or under this management statement); (b) excesses on insurance policies effected by the Committee (whether required by law or under this management statement); (c) insurance broker fees; and (d) other costs incurred by the Committee to effect an insurance policy or under an existing policy.	All Members

SP94402

SF	Shared Facility	Description	Member benefited
SF15	Security Systems	Security systems generally include all security items giving access to Shared Facilities and vehicular access into the carpark levels of The Charles. In particular, security systems include: (a) security guards contracted by the Committee to provide manned security services and patrols for The Charles; (b) Security Keys (and equipment for encoding Security Keys); (c) security cameras in Common Property and Shared Facilities; (d) security equipment (for example, computers, monitors) monitoring security cameras in Common Property or Shared Facilities; and (f) the security access card reader located at the entrance to the Residential Carpark.	All Members
SF16	Electricity to Basement Carpark	This shared service comprises the costs for electrical consumption for Shared Facilities located in the Car Park and includes the electricity provided to: (a) Sewer Pump Station; (b) Fire Stairs; (c) Essential Fire Services; (d) Lighting. This does not include: (a) costs for electrical consumption by an individual Member, Owner or Occupier; and (b) electrical wires, cables and ducts which are for the exclusive use of a Member, Owner or Occupier.	All Members
SF 17	Noticeboard	The noticeboard located in the residential lobby. Costs include repair, maintenance and replacement of the notice board.	All Members

SP94402

SF	Shared Facility	Description	Member benefited
SF18	Facilities Manager	This shared service (if provided) includes, without limitation the services provided by the Facilities Manager appointed by the Committee to supervise the operation, routine and non-routine maintenance, repair and replacement of the Shared Facilities. Costs for facilities management services include, without limitation: (a) management fees and other fees (including the supervision fee) that the Committee must pay the Facilities Manager according to their agreement; (b) other costs incurred by the Committee (including office rental, printing, stationery costs, office equipment, phone and internet provision) according to its agreement with the Facilities Manager; and (c) costs associated with routine and non-routine maintenance and repair of Shared Facilities in The Charles.	All Members
SF 19	Strata Manager	This shared service includes, without limitation the services provided by the Strata Manager appointed by the Committee. Costs for strata management services include, without limitation: (a) management fees and other fees that the Committee must pay the Strata Manager according to their agreement; (b) other costs incurred by the Committee according to its agreement with the Strata Manager (including bank fees and disbursements); (c) costs incurred by the Committee to maintain its records (including its financial records) according to this management statement; (d) printing, stationery, photocopying and postage costs incurred by the Committee for all Committee correspondence; and (e) costs associated with the sinking fund established by the Committee for the renewal and replacement of Shared Facilities.	All Members

SP94402

SF	Shared Facility	Description	Member benefited
SF 20	Accounting, Audits and Taxation	This shared service includes the costs for accounting, auditing and taxation advice by a qualified accountant and/or auditor appointed by the Committee according to this management statement. Its includes, without limitation, provision for striking levies, cheques and EFTs, TFN application, lodgement of quarterly BAS (if any required by law), lodgement of annual tax return and electronic access.	All Members
SF 21	Legal Fees	This shared service includes legal fees incurred by the Committee.	All Members
SF 22	Consultants Fees	This shared service includes consultants costs including, without limitation: (a) consultants fees incurred by the Committee; (b) preparation of a sinking fund forecast report; and (c) preparation of an WH&S audit report and any other reports required by the Committee.	All Members
SF 23	Facilities Manager's Office	This shared service includes fees incurred by the Committee in fitting out the manager's office, including electricity, refurbishment etc.	All Members
SF 24	Public Lift	This shared service includes fees incurred by the Committee in maintaining the Public Lift at The Charles. Costs include maintenance contract, statutory certification, phone lines, cleaning and electricity consumption.	All Members
SF 25	Lighting	This shared facility relates to all of the shared awning lighting on Belmore Street and Wynne Avenue and lighting in the shared access ways.	All Members
SF 26	MATV System	This shared facility relates to the Master Antenna Television System.	All Members
SF 27	Pest Control	This shared service relates to the treatment of the garage basement areas and shared access ways for pests and rodents.	All Members
SF 28	Cleaning	This shared service provides for the routine cleaning of the garage basement and shared access ways.	All Members
SF 29	Podium, Landscaping and Forecourt	This shared area is located on ground floor and level 1 and includes retaining walls, landscaping and forecourt areas.	All Members

SP94402

SF	Shared Facility	Description	Member benefited
SF30	Shared Facilities not listed above	These are facilities within The Charles that two or more Members share and any Service that more than one Member benefits from which are not expressly listed elsewhere in this Schedule 1.	Each Member that shares or benefits from the facility or service
SF31	Woolworths Plant Equipment Area	The Woolworth plant equipment is located on the roof top areas of The Charles, costs include: (a) all repairs, maintenance and cleaning; and (b) access as required at all times.	Lot 1
SF32	Commercial grease arrestor	This Shared Facility includes: (a) the grease arrestor; and (b) mechanically ventilated room. The costs include cleaning, repairs, replacements and maintenance of the grease arrestor system. This Shared Facility does not include any parts of the grease arrestor system which are for the exclusive use of a Member, Owner or Occupier.	Lot 2
SF33	Woolworths grease arrestor	This Shared Facility includes: (a) the grease arrestor; and (b) stair and platform. The costs include cleaning, repairs, replacements and maintenance of the grease arrestor system. This Shared Facility does not include any parts of the grease arrestor system which are for the exclusive use of a Member, Owner or Occupier.	Lot 1
SF34	Woolworths signage	This Shared Facility includes: (a) signage identifying the trade name of any business conducted from the Supermarket Stratum Lot including any logos and trademarks in the locations identified in the Woolworths Signage Plan; and (b) all cabling, wires and associated equipment required to operate this Shared Facility. The costs include repairs, replacements and maintenance.	Lot 1

SP94402

SF	Shared Facility	Description	Member benefited
SF35	Residential Lift	This shared service includes fees incurred by the Committee in maintaining 1 of the Residential Lift at The Charles. Costs include maintenance contract, statutory certification, phone lines, cleaning and electricity consumption. The purpose of this Shared Facility is to provide all members with access to the rooftop proximity for service of equipment.	All Members

SP94402

Schedule 2 Division of costs for Shared Facilities

This schedule sets out the percentage of the total cost for each Shared Facility that each Member must pay.

No.	Shared Facility	Lot 1 Supermarket	Lot 2 Retail	Residential Strata Scheme	Method of Dividing Costs
SF 1	Sewer Pump Station	20%	5%	75%	Estimate of Use
SF 2	Fire Stairs and egress paths	37%	8%	55%	Gross Floor Area
SF 3	Essential Fire Services	37%	8%	55%	Gross Floor Area
SF 4	Shared Driveways and Ramps	32%	6%	62%	Number of Car Spaces
SF 5	Garage Roller Door	32%	6%	62%	Number of Car Spaces
SF 6	Mechanical Risers	32%	6%	62%	Number of Car Spaces
SF 7	Electrical Switch Room	37%	8%	55%	Gross Floor Area
SF 8	Gas Meter Room	37%	8%	55%	Gross Floor Area
SF 9	Gutters and Downpipes	37%	8%	55%	Gross Floor Area
SF 10	Exterior Paintwork and render	37%	8%	55%	Gross Floor Area
SF 11	Exterior Architectural / Façade embellishments	37%	8%	55%	Gross Floor Area
SF 12	Subsurface Drainage System and stormwater	37%	8%	55%	Gross Floor Area
SF 13	Plant Rooms & Associated Equipment	37%	8%	55%	Gross Floor Area
SF 14	Insurance	24%	6%	70%	Replacement Cost
SF 15	Security Systems	37%	8%	55%	Gross Floor Area

SP94402

No.	Shared Facility	Lot 1 Supermarket	Lot 2 Retail	Residential Strata Scheme	Method of Dividing Costs
SF 16	Electricity to Basement Carpark	32%	6%	62%	Number of Car Spaces
SF 17	Noticeboard	20%	5%	75%	Gross Floor Area
SF 18	Facilities Manager	20%	5%	75%	Estimate of Use
SF 19	Strata Manager	20%	5%	75%	Estimate of Use
SF 20	Accounting, Audits and Taxation	20%	5%	75%	Estimate of Use
SF 21	Legal Fees	20%	5%	75%	Estimate of Use
SF 22	Consultants Fees	20%	5%	75%	Estimate of Use
SF 23	Facilities Manager's Office	20%	5%	75%	Estimate of Use
SF 24	Public Lift	37%	8%	55%	Gross Floor Area
SF 25	Lighting	37%	8%	55%	Gross Floor Area
SF 26	MATV System	20%	5%	75%	Estimate of Use
SF 27	Pest Control	32%	6%	62%	Number of Car Spaces
SF 28	Cleaning	37%	8%	55%	Gross Floor Area
SF 29	Podium, landscaping and forecourt	20%	10%	70%	Estimate of Use
SF 30	Shared Facilities not listed above	37%	8%	55%	Gross Floor Area
SF 31	Woolworths Plant Equipment Area	100%	0%	0%	Estimate of Use
SF32	Commercial grease arrestor	0%	100%	0%	Estimate of Use
SF33	Woolworths grease arrestor	100%	0%	0%	Estimate of Use
SF34	Woolworths signage	100%	0%	0%	Estimate of Use
SF35	Residential lift	1%	1%	98%	Estimate of Use

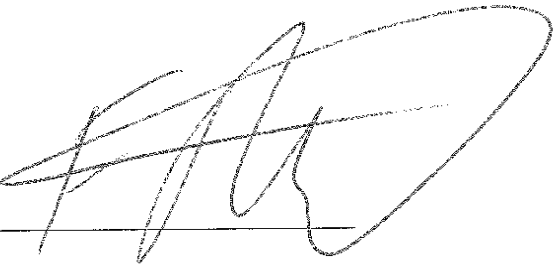
SP94402

Signing page

Signed as an agreement

Registered Proprietor

Signed by **Combined Projects (Canterbury) Pty Ltd**
ACN 164 467 814
under the
Corporations Act 2001



sign
the signatory states that he or she is the sole director and sole secretary of the company

Fouad Deiri

full name

Mortgagee

Signed by
Commonwealth Bank Of Australia
ACN 123 123 124 by
its attorney under
power of attorney
book 4548
no 474



sign (attorney)
the attorney states that he or she has no notice of termination or suspension of the power

Stephen Smith

full name (attorney)



sign (witness)
the witness states that he or she is not a party and was present when the attorney signed

MARILYN HOLOENSIS

full name (witness)

201 BUNNICK STREET

address (witness) Sydney 200

REGISTERED



27.10.2016

SP94402

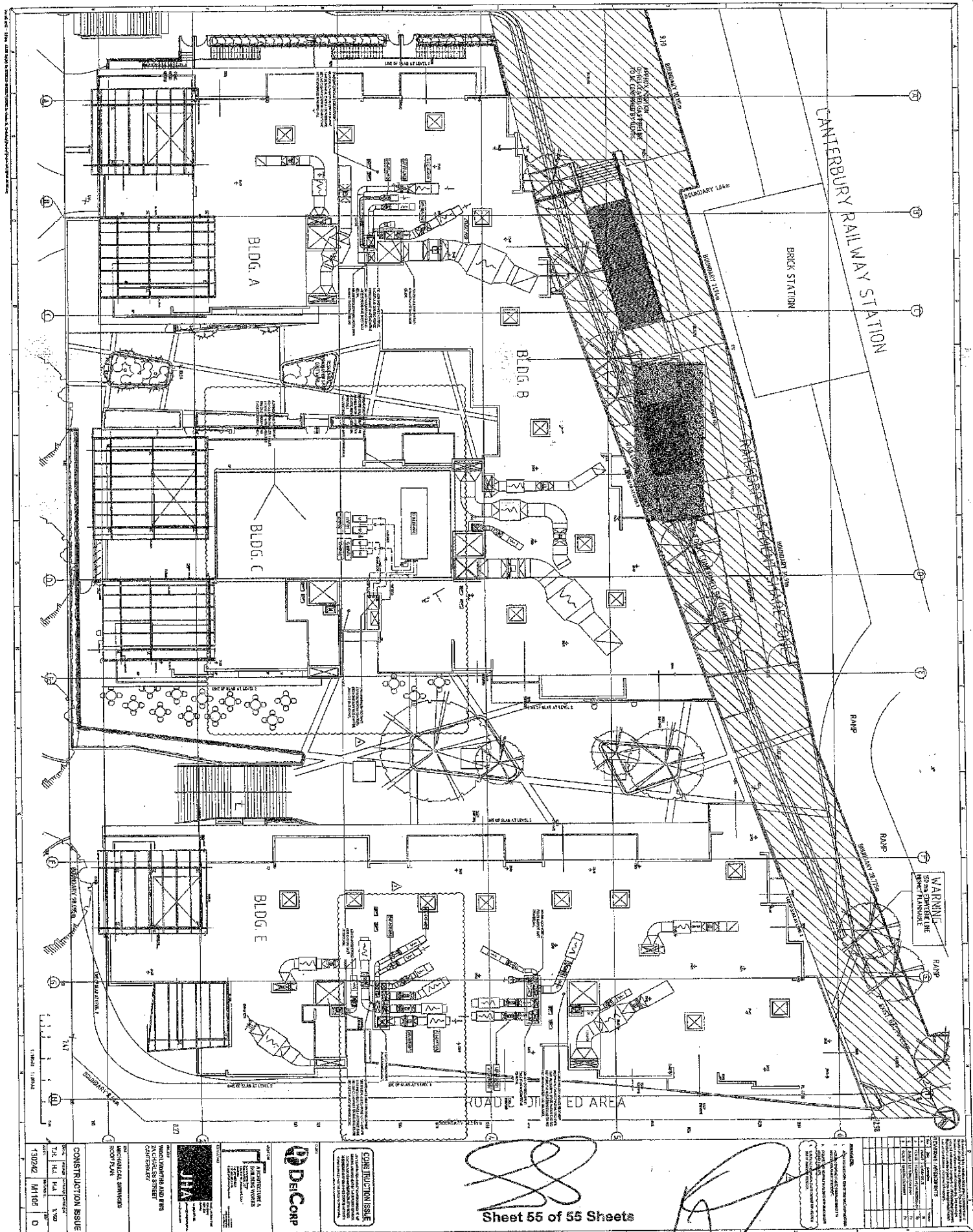
Annexure A - Supermarket Plant and Equipment Area

REGISTERED

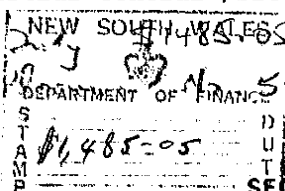


27.10.2016

31 34402



Sheet 55 of 55 Sheets



APPLICATION
PURSUANT TO
SECTION 46C REAL PROPERTY ACT, 1900.

AP 1 5 of 6
\$ 75

DESCRIPTION
OF LAND

Torrens Title Reference	If part only, delete WHOLE and give details	Parish	County	Sheet No of Plan
- Vol 10134 Fol 236 X	Part	Petersham	Cumberland	16/17
- Vol 1845 Fol 212 X	Part ✓	Petersham	Cumberland	17
- Vol 1148 Fol 204 X	Part ✓	Petersham	Cumberland	17
- Vol 1122 Fol 23 X	Part ✓	Petersham	Cumberland	17
- Vol 13001 Fol 235 X	Part	Petersham	Cumberland	17
- Vol 1845 Fol 212 X	Part ✓	Petersham	Cumberland	17/18

DO NOT
PUNCH

OFFICE USE ONLY
N NIL

APPLICANT

ICI AUSTRALIA OPERATIONS PTY LIMITED

OFFICE USE ONLY
OVER

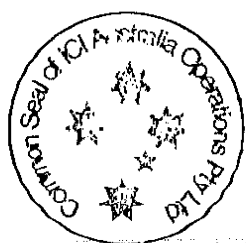
(hereinafter referred to as the applicant) in consequence of the Licence granted to us under Section 14 of the Pipelines Act, 1967, hereby request the Registrar General to give effect to the vesting of the easements notified in Government Gazette No. 70 of 24 April 1987 (folio 2071) a true copy of which is annexed hereto, and make all recordings in the Register so far as it relates to the land shown in Deposited Plan 499028 which is comprised in the Certificates of Title referred to above, overleaf and on Sheet of the Schedule annexed. *As replaced by Gazette No. 12 of 22nd January, 1988 (Folio 353)

DATE OF APPLICATION 8th September 1987

EXECUTION

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the attorney for the applicant who is personally known to me.

Signature of Witness
The Common Seal of ICI Australia Operations Proprietary Limited was hereto affixed by the authority of the Director whose signature appears hereunder.
Director
Secretary
Address and Occupation of Witness



Signature of Applicant

TO BE COMPLETED
BY LODGING PARTY

LODGED BY WILLIAMS BROTHERS - CMPS ENGINEERS PO BOX 369 CHATSWOOD NSW 2067 Delivery Box Number		LOCATION OF DOCUMENTS CT OTHER Herewith. N/A In R.G.O. with. (Pipelines Act 1967) Produced by	
Extra Fee	Checked by EB17	REGISTERED 30 JUN 1988 Registrar General	CT NO CT

Manual
entry complete
KAZ

Continuation of Schedule of Certificates of Title in application by

dated the day of 19

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Parish	County	Sheet No. of Plan
	WHOLE XXXXX			
2 - Vol 2858 Fol 191 (1) X	Part ✓	Petersham	Cumberland	18
o Vol 13001 Fol 235 X	Part	Petersham	Cumberland	18
- Vol 10482 Fol 106 X	Part ^{new} 1/228305	Petersham	Cumberland	18/19
2 - Vol 2858 Fol 191 X	Part ✓	Petersham	Cumberland	19
- Vol 10450 Fol 26 X	Part	Petersham	Cumberland	19
- Vol 11268 Fol 28 X	Part	Petersham	Cumberland	19/20
- Vol 1102 Fol 87	Part	Petersham	Cumberland	20
Vol 13001 Fol 235 (X)	Part	Petersham	Cumberland	20
- Vol 10312 Fol 7 ✓	Part	Petersham	Cumberland	20
- Vol 1152 Fol 37 X	Part	St George	Cumberland	20/21
- Vol 1098 Fol 204 X	Part ✓	St George	Cumberland	21
- Vol 1035 Fol 4 X	Part ✓	St George	Cumberland	21
- Vol 14702 Fol 124 X	Part	St George	Cumberland	21/22
- Vol 3361 Fol 223	Part ✓	St George	Cumberland	22
- Vol 1035 Fol 5	Part	St George	Cumberland	22/23
- Vol 10482 Fol 102 X	Part ^{new} 1/229381	St George	Cumberland	23
- Vol 4824 Fol 33 X	Part ✓	St George	Cumberland	23
- Vol 10333 Fol 185 X	Part	St George	Cumberland	23
- Vol 13001 Fol 234 X	Part	St George	Cumberland	23/23A
- Vol 1035 Fol 5 X	Part ✓	St George	Cumberland	23A
- Vol 10330 Fol 124 X	Part	St George	Cumberland	23A
- Vol 2859 Fol 208	Part ✓	St George	Cumberland	23A

2

[Signature]

24 APRIL 1987]

NEW SOUTH WALES GOVERNMENT GAZETTE No. 70

2071

Also, all that piece or parcel of land situate as aforesaid, being the whole of the land comprised within Conveyance Number 407, Book 1953, having an area of 689.2 square metres or thereabouts.

And also, all that piece or parcel of land situated as aforesaid, being that part of the land comprised within Faking Number 226 of the Sydneyham to Botany Railway delineated on Sheet 2 of the plan catalogued Ms 4619 Sy Book in the Department of Lands EXCLUSIVE OF the land delineated on Deposited Plan 212935, having an area of 6 632 square metres or thereabouts.

This appropriation and resumption excepts thereout the rights and interests of I.C.I. Australia Operations Pty Limited in those parts of the pipeline easement shown on Deposited Plan 499028 traversing the abovescribed lands.

Signed at Sydney, this fifteenth day of April, 1987.

J. A. ROWLAND, Governor.

By His Excellency's Command,

R. J. MULLOCK, Minister for Transport.

GOD SAVE THE QUEEN! (7597)

PIPELINES ACT 1967

NOTIFICATION OF VESTING OF LANDS AND EASEMENTS FOR PIPELINE LICENCE NO. 12

Licence No. 12 was granted on the twenty-fourth day of December, 1986, under section 14 of the Pipelines Act 1967, to ICI Australia Operations Pty Limited to operate its existing pipeline running from Botany to Clyde and use the associated apparatus and works for the conveyance of ethylene as specified in the conditions annexed to the said Licence.

It is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council that in pursuance of the provisions of section 21 of the said Act and Regulations thereunder over the lands described in the Schedule to Part 2 of the instrument annexed to the Deposited Plan 499028 registered in the Land Titles Office, Sydney, excepting thereout the lands described in item 4) (a) (being land under the control of the Commonwealth Government and item 25) (being land registered in the name of Wincombe Carson Trustee Company Limited, whose interest has been resolved by transfer granting easement) are vested in the said ICI Australia Operations Pty Limited.

Signed at Sydney, this 8th day of April, 1987.

J. A. ROWLAND, Governor.

By His Excellency's Command,

PETER COX,

(6994) Minister for Energy and Technology.

LOCAL GOVERNMENT ACT 1919

TRANSFER OF LAND FROM ASHFIELD MUNICIPALITY TO BURWOOD MUNICIPALITY

A PROPOSAL has been received to alter the boundaries of the Municipality of Ashfield and the Municipality of Burwood by taking from the former and adding to the latter the land described in the Schedule hereto.

Objection to the proposal may be lodged with the Minister for Local Government—

- (a) by the Council of either Municipality; or
- (b) by not less than 250 electors of either Municipality; or
- (c) by not less than one-tenth of the electors of the land described in the Schedule.

Any such objection must be lodged with the Minister by 3rd June, 1987. (F. 86-2726)

JANICE CROSIO, Minister for Local Government.

Department of Local Government,
Sydney, 24th April, 1987.

SCHEDULE

Area about 4 900 square metres. Commencing at the intersection of the southwestern boundary of lot pt 16, D.P. 86, and the southeastern boundary of lot 5, D.P. 336137, and bounded thence by part of the latter boundary, the southeastern boundaries of lots A and D, D.P. 459925, and lot 5, D.P. 16668, and its prolongation northeasterly, part of the northeastern, the generally southeastern and part of the southwestern boundaries of lot 9, D.P. 15640, southeasterly, generally southwesterly and northwesterly and the southeastern and the southwestern boundaries of lot pt 16, D.P. 86, aforesaid, southwesterly and northwesterly to the point of commencement. (7599)

LOCAL GOVERNMENT ACT 1919

PROPOSED ALTERATION OF BOUNDARIES OF LAKE COVE MUNICIPALITY AND NORTH SYDNEY MUNICIPALITY

A PROPOSAL has been received to alter the boundaries of the Lake Cove Municipality and the North Sydney Municipality by taking from the former and adding to the latter the land described in the Schedule hereto.

Objection to the proposal may be lodged with the Minister for Local Government—

- (a) by the Council of either Municipality; or
- (b) by not less than 250 electors of either Municipality; or
- (c) by not less than one-tenth of the electors of the land described in the Schedule.

Any such objection must be lodged with the Minister by 3rd June, 1987. (F. 83-3687)

JANICE CROSIO, Minister for Local Government.

Department of Local Government,
Sydney, 24th April, 1987.

SCHEDULE

Area about 2,408 hectares. Commencing at the intersection of the Pacific Highway and Oxley Street; and bounded thence by that street and its prolongation southwesterly to the generally northeastern boundary of the North Shore Railway land; by that boundary generally northwesterly to the Pacific Highway, aforesaid, and by that highway generally southeasterly to the point of commencement. (7602)

HEALTH ADMINISTRATION ACT 1982

ORDER UNDER CLAUSE 2 (1) SCHEDULE 3

Transfer of positions from the Department of Health, New South Wales

IN pursuance of the provisions of clause 2 (1) of Schedule 3 of the Health Administration Act, 1982, and on the recommendation of the Minister for Health, I, Air Marshal Sir JAMES ANTHONY ROWLAND, Governor of the State of New South Wales, with the advice of the Executive Council, do order that the position in the Department of Health listed in Column 1 of the Schedule hereunder occupied by the person named opposite that position in Column 2 of the Schedule be transferred to the designated person specified opposite that position in Column 3 of the Schedule and that such transfer take effect from the date of entry of duty.

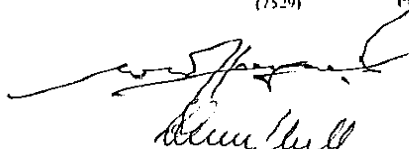
SCHEDULE

Column 1	Column 2	Column 3
Psychiatric Nurse	M. R. Camilleri	St. Vincent's Hospital, Darlinghurst
Purchasing Officer	D. Sims	The Greater Newcastle Area Health Service.

Dated this eighth day of April, 1987.

J. A. ROWLAND, Governor.

(7520) PETER ANDERSON, Minister for Health.



22 JANUARY, 1988]

NEW SOUTH WALES GOVERNMENT GAZETTE No. 12

353

(402) Office of the Minister for Police,
and Emergency Services,
Sydney, 24th December, 1987.

**SUSPECTED MURDER—FIFTY THOUSAND DOLLARS
(\$50,000) REWARD**

ON the 20th January, 1987, the body of Jill Reynolds Holford was found in her home at 89 Winbourne Street, West Ryde. Death was caused by stab wounds and asphyxiation.

Notice is hereby given that a reward of up to \$50,000 will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the murder of Jill Holford. In addition, His Excellency the Governor will be advised to extend a free pardon to any accomplice, not being the person who actually committed the crime, who first gives such information.

The allocation of the reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in this matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephoning:

Police Headquarters, telephone 2 0966, or the emergency number 000.

The Duty Operations Inspector, Police Communications, telephone 2 0966, extension 53289.

GEORGE PACIULLO,

(402) Minister for Police and Emergency Services.

(1251) Office of the Minister for Police
and Emergency Services,
Sydney, 24th December, 1987.

**SUSPECTED MURDER: FIFTY THOUSAND DOLLARS
(\$50,000) REWARD**

ABOUT 6 a.m. on the 13th January, 1987, the body of Raymond Frederick Keam was found at the northern end of Alison Park, Randwick. Kean had been bashed to death and robbed.

Notice is hereby given that a reward of up to \$50,000 will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the murder of Raymond Kean. In addition, His Excellency the Governor will be advised to extend a free pardon to any accomplice, not being the person who actually committed the crime, who first gives such information.

The allocation of the reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in this matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephoning:

Police Headquarters, telephone 2 0966 or the emergency number 000.

The Duty Operations Inspector, Police Communications, telephone 2 0966 extension 53289.

GEORGE PACIULLO,

Minister for Police and Emergency Services.

(6509) Office of the Minister for Police
and Emergency Services,
Sydney, 24th December, 1987.

**SUSPECTED MURDER: FIFTY THOUSAND DOLLARS
(\$50,000) REWARD**

ON 21st November, 1986, the body of Wanda Amundsen, aged 80 years, was found at her home at Nelson Street, Umina. Death was caused by massive heat injuries.

Notice is hereby given that a reward of up to \$50,000 will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the murder of Wanda Amundsen. In addition, His Excellency the Governor will be advised to extend a free pardon to any accomplice, not being the person who actually committed the crime, who first gives such information.

The allocation of the reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in this matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephoning:

Police Headquarters, telephone 2 0966 or the emergency number 000.

The Duty Operations Inspector, Police Communications, telephone 2 0966 extension 53289.

GEORGE PACIULLO,

Minister for Police and Emergency Services.

PIPELINES ACT 1967

**NOTIFICATION OF VESTING OF EASEMENTS FOR PIPELINE LICENCE
No. 12**

Licence No. 12 was granted on the twenty-fourth day of December, 1986, under section 14 of the Pipelines Act 1967, to ICI Australia Operations Pty Limited to operate its existing pipeline running from Botany to Clyde and use the associated apparatus and works for the conveyance of ethylene as specified in the conditions annexed to the said licence.

It is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that in pursuance of the provisions of section 21 of the said Act, the easements for pipeline over the lands within the meaning of the said Act and Regulations thereunder, as described in the Schedule to Part 2 of the Instrument, annexed to Deposited Plan 499028 registered in the Land Titles Office, Sydney, excepting thereout the lands described in item 41 (a) (being land under the control of the Commonwealth Government) and item 251 (being land registered in the name of Winchcombe Carson Trustee Company Limited, whose interest has been removed by transfer granting easement), are vested in the said ICI Australia Operations Pty Limited. (This notification replaces the original notification in folio 2071 of Government Gazette No. 70 of 24th April, 1987.)

Signed at Sydney, this 23th day of January, 1988.

J. A. ROWLAND, Governor.

By His Excellency's Command,

KEN GABB,

Minister for Minerals and Energy.

(2892)

Attorney General's Department, Sydney.

(2767)

INDECENT ARTICLES AND CLASSIFIED PUBLICATIONS ACT 1975

NOTICE UNDER SECTION 14 (1)

PURSUANT to section 14 (1) of the Indecent Articles and Classified Publications Act 1975, it is notified that the following publications have the classifications shown, being classifications made under section 13 of the Act:

Title or Description	Author or Publisher	Classification
Chained Youth: Girls In Bondage (c) 1981.	Not shown, Star Distributors Ltd, U.S.A.	Category 2 Restricted.
Dokey Sex No. 1.	Lopsy Production.	Prohibited.
Stable Whores (c) 1976.	Color-Chimax Corporation, Aust.	Prohibited.
The Widow Does Dogs (c) 1986.	John Friday, Oakmore Enterprises Inc., U.S.A.	Category 2 Restricted.

No. 12, 22nd January, 1988—3

ANNEXURE "A"

RESUMPTIONS - FORMS OF NOTIFICATIONS

DEALING NUM:

X 371732

REGISTER		1 st . SCHEDULE	2 nd . SCHEDULE
VOL.	FOL.		
10134 X	236		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 14/17)
1148 1122	294 23	✓	EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 17)
1845	212	✓	EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 17/18)
X 13001	235	✓	EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 17/18/20)
2858	191	✓	EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 18/19)
X 13001	234	✓	EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 23/23A)
10450	26	✓	EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 19)
11268	28	✓	EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 19/20)

ANNEXURE "A" (CONT.)

DEALING NUMBER

RESUMPTIONS - FORMS OF NOTIFICATIONS

X 371732

REGISTER		1 ST SCHEDULE	2 ND SCHEDULE
VOL.	FOL.		
1102 10312	87 7		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 20)
1152	37		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 20/21)
1098 1035	204 4		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 21)
14702	124		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 21/22)
3361	223		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 22)
1035	5		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 22/23/23A)
4824 10333	33 185		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (SH 23)
10330 2859	124 208		EASEMENT FOR PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP 499028 (23A)

Licence: 01-06-034
Licensee: Colin Biggers & Paisley Pty Ltd
Release: 4.1

REQUEST
New South Wales
Real Property Act 1900



AK702214P

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any

(A) STAMP DUTY

Office of State Revenue use only

(B) TORRENS TITLE

1/1207156

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BY

Document Collection Box

Name, Address or DX, Telephone and Customer Account Number if any

COLIN BIGGERS & PAISLEY, SOLICITORS
LEVEL 42, 2 PARK STREET, SYDNEY
DX 280 SYDNEY PHONE: (02) 8281 4555
LLPN: 123055K

CODE

R

Reference: BJD:140414.

(E) APPLICANT

GENOS PTY LTD ABN 62 054 196 771

(F) NATURE OF REQUEST

Recording of easements (G1) and (G2) shown in DP1207761 and divesting of easement designated (K) shown in DP1207761, in accordance with AK207211

(G) TEXT OF REQUEST

The applicant is the licensee in which easements have been vested.

A notification regarding the easements has been published in the Government Gazette GAZ. 31.10.2015 FOL. 3437. DP1207761 has also been registered showing the easements to be created and noted on title.

In accordance with Section 46C of the *Real Property Act 1900*, the applicant requests to have the easements (G1) and (G2) shown in DP1207761 recorded on title, and the easement designated (K) shown in DP1207761 divested, in accordance with AK207211.

DATE

19 / 08 / 2016

dd

mm

yyyy

Applicant Execution Clauses

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

Company: Genos Pty Ltd

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: **DAMIAN TORREY**

Office held: **DIRECTOR**

Signature of authorised person:

Name of authorised person: **DAVID PINKETT**

Office held: **COMPANY SECRETARY**

- (I)** This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No. Full name: Signature:

0171 NBPG DP1207761
0171 NBI AK702211

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

Government Notices

Water Notices

PIPELINES ACT 1967

Instrument of Grant of Variation to Pipeline Licence

Botany to Clyde Pipeline
Licence No 12 – Variation No 6

Qenos Pty Ltd (ABN 62 054 196 771), having its registered office at Altona, Victoria has applied in accordance with the provisions of section 18 of the *Pipelines Act 1967* (hereinafter called “the Act”) and *Pipelines Regulation 2013* (hereinafter called “the Regulation”) for a Variation to Pipeline Licence No 12 in relation to a deviation of the pipeline to enable the land owner to develop the land in Canterbury.

This application complies with the provisions of the Act and Regulation and therefore I, Anthony Roberts, Minister for Industry, Resources and Energy, do grant Variation No 6 to Licence No 12 effective from my signing of this variation.

The land affected by the variation is shown as G1 and G2 on Deposited Plan No DP 1207761, including associated instruments, lodged and registered at the Sydney office of Land and Property Information NSW.

Signed at Sydney, New South Wales this twenty first day of October 2015.

ANTHONY ROBERTS, MP
Minister for Industry, Resources and Energy

PIPELINES ACT 1967

Notification of Vesting of Easement

Botany to Clyde Pipeline
Licence No 12 – Variation No 6

I, Anthony Roberts, Minister for Industry, Resources and Energy, pursuant to the provisions of sections 21 and 61 of the *Pipelines Act 1967*, hereby declare that the easement over the additional lands included in the Licence Area consequent to the grant of Variation No 6 to Pipeline Licence No 12, as described in Schedule 1 hereto, is vested in Qenos Pty Ltd (ABN 62 054 196 771) for the purposes of and incidental to the construction and operation of a pipeline.

Dated this twenty first day of October 2015.

ANTHONY ROBERTS, MP
Minister for Industry, Resources and Energy

Schedule 1

Land affected by Easement for Pipeline

All those additional pieces or parcels of land described in the following Deposited Plans and accompanying instruments under section 20 of the *Pipelines Act 1967* lodged and registered at the Sydney office of Land and Property Information NSW.

Deposited Plan Number	Instrument Item Numbers
DP 1207761	G1
DP 1207761	G2

PIPELINES ACT 1967

Instrument of Consent to the Surrender of Portion of a Pipeline Licence

Botany to Clyde Pipeline
Licence No 12 – Variation No 6

Qenos Pty Ltd (ABN 62 054 196 771), having its registered office at Altona, Victoria has applied in accordance with the provisions of section 31 of the *Pipelines Act 1967* (hereinafter called “the Act”) and *Pipelines Regulation 2013* (hereinafter called “the Regulation”) for consent to surrender a portion of Pipeline Licence No 12 in relation to a removal of a part of pipeline to enable the land owner to develop the land in Canterbury.

This application complies with the provisions of the Act and Regulation and therefore I, Anthony Roberts, Minister for Industry, Resources and Energy, grant consent for that surrender following the construction and commissioning of a deviation pipeline in accordance with Variation No 6 to Licence No 12.

The land to be deleted from Pipeline Licence No 12 is shown as K on Deposited Plan No DP 1207156, including associated instruments, lodged and registered at the Sydney office of Land and Property Information NSW.

Signed at Sydney, New South Wales this twenty first day of October 2015.

ANTHONY ROBERTS, MP
Minister for Industry, Resources and Energy

PIPELINES ACT 1967

Notification of Divesting of Easement

Botany to Clyde Pipeline
Licence No 12 – Variation No 6

I, Anthony Roberts, Minister for Industry, Resources and Energy, pursuant to the provisions of sections 21 and 61 of the *Pipelines Act 1967*, hereby declare that the an easement over the lands consequent to the grant of Variation No 6 to Pipeline Licence No 12, as described in Schedule 1 hereto, is divested for the purpose of decommissioning and removal of a section of the pipeline.

Dated this twenty first day of October 2015.

ANTHONY ROBERTS, MP
Minister for Industry, Resources and Energy

Schedule 1

Land affected by Easement for Pipeline

All those additional pieces or parcels of land described in the following Deposited Plans and accompanying instruments under section 20 of the *Pipelines Act 1967* lodged and registered at the Sydney office of Land and Property Information NSW.

Deposited Plan Number	Instrument Item Number
DP 1207761	K

AS
kg22
16/9/16

✓

2/2

Qenos

FILM WITH *AK702214*


20 September 2016

Brendan Maier
Partner
Collin Biggers & Paisley
Level 42
2 Park Street
SYDNEY NSW 20000

The Registrar General
Land and Property Information
1 Prince Albert Road
Queens Square
Sydney NSW 2000

Dear Brendan,

Charles Street Development

I refer to our recent correspondence in relation to your client's development at Charles Street and the removal of an easement on the relevant title.

The instrument creating the easement in relation to Qenos's pipeline records ICI Australia Operations Pty Ltd (ICI) as the licence holder of Pipeline Licence 12. ICI constructed the pipeline for the transportation of ethylene from what were then its operations in Botany to a customer in Clyde. In or around 1997, ICI changed its name to Orica Australia Pty Ltd.

In 1999, Qenos Holdings Pty Ltd, the holding company of Qenos Pty Ltd, purchased the assets and undertakings of Orica's ethylene manufacturing plant in Botany. This transaction included all relevant assets, including Pipeline Licence 12. Qenos Pty Ltd is the operating agent of the Qenos Group and is now the Licence holder of Pipeline Licence 12.

I have searched our records for documentation evidencing the assignment of the licence but have not been able to locate any.

I confirm that the relevant Government department (now the Department of Industry) was advised of and has registered the assignment of the licence to Qenos. This is evidenced by the application (attached) in relation to altering the pipeline route (recorded in the 2015 Gazette Notice) acknowledging Qenos as the owner and operator of the pipeline pursuant to Pipeline Licence 12.

Qenos consents to you presenting this letter to the LPI as evidence that Qenos is the licensee under Pipeline Licence 12.

Please let me know if I can assist further.

Yours sincerely,



Dave Plunkett
General Counsel & Company Secretary

dave.plunkett@qenos.com
direct telephone: 3 9258 4510
facsimile: 3 9258 4434

Qenos Pty Ltd
ABN 62 054 196 771
Phone +61 3 9258 7333
qenos.com

VICTORIA
471 Kororoit Creek Rd
Altona Victoria 3018
Australia

POSTAL
Private Mail Bag 3
Altona Victoria 3018
Australia

NSW
Gate 3 Denson St
Botany NSW 2019
Australia

97-01TE



TRANSFER
including easement

Real Property Act 1900

5133623 R



Office of State Revenue use only

00.24

040698 8432 04 201453162/03
N.S.W. STAMP DUTY

(A) **LAND TRANSFERRED**

Show no more than 20 References to Title.
If appropriate, specify the share transferred.

Identifier 22/876254

(B) **TENEMENTS**

Servient (land burdened)

Identifier 22/876254

Dominant (land benefited)

(C) **LODGED BY**

L.T.O. Box

205

Name, Address or DX and Telephone

Anz

REFERENCE (max. 15 characters):

Chehab /SR66

(D) **TRANSFEROR** STATE RAIL AUTHORITY OF NEW SOUTH WALES

(E) acknowledges receipt of the consideration of ..\$1,260,000.00..... and subject to the following

(F) **ENCUMBRANCES** 1..... 2..... 3..... as regards the above land

(G) transfers to the transferee an estate in fee simple and the transferor — ~~grants an easement as set out in Schedule One hereto~~

(H) **AND the transferee covenants with the transferor as set out in Part A of Sc 2**
hereto. ~~Part B of Schedule Two hereto~~

(I) **TRANSFEEE**

T

AFIF CHEHAB and MOHAMMED HAITHAM CHEHAB

(J) **TENANCY:** Tenants in Common in equal one half shares

(K) We certify this dealing correct for the purposes of the Real Property Act 1900. DATED 25th JUNE 1998

Signed in my presence by the transferor who is personally known to me.

THE COMMON SEAL OF STATE RAIL AUTHORITY

OF NEW SOUTH WALES was hereunto affixed

in the presence of:-

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

AUTHORISED OFFICER

D STATION

A/GROUP GENERAL

MANAGER

Authorised Officer

CORPORATE SERVICES

Signature of Transferor

Signed in my presence by the transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Transferee

P.H. SAUC

's Solicitor

CHECKED BY (office use only)

PH 44

This and the following four pages comprise Schedule Two to the Annexed Transfer from STATE RAIL AUTHORITY OF NEW SOUTH WALES (transferor) to AFIF CHEHAB and MOHAMMED HAITHAM CHEHAB (Transferee) DATED 25th day of JUNE 1998

SCHEDULE TWO

RESTRICTION AS TO USER AND EASEMENT

A. Terms of restriction as to user

- 1.1 The Transferor reserves for itself and RAC and their respective assigns and successors and all persons authorised by either of them the right to cause such noise and vibration as may arise from its or their Operations to be transmitted across the Land Burdened

AND

For the benefit of the right reserved the Transferee as owner of the Land Burdened covenants with the Transferor and RAC their successors and assigns as follows:

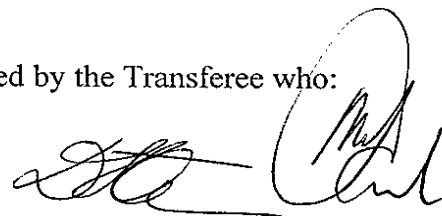
- (a) to waive all claims, actions, demands, proceedings or liability which it might otherwise have had against the Transferor and/or RAC arising out of the exercise of rights under this instrument; and
- (b) to indemnify and keep indemnified the Transferor and/or RAC against any claims, actions, demands, proceedings or liability which might be made against the Transferor or RAC arising out of it exercising its rights under this easement.

For the purposes of this clause "Operations" includes all activities, infrastructure and works related to the operation of railway services and any such transport service which is additional to or in substitution for any railway service;

- 1.2 The Transferee for itself, its successors and assigns covenants with the Transferor for the benefit of the Transferor its successors and assigns that the Transferee will not without the prior written approval of the Transferor (all costs and expenses of the Transferor in connection therewith to be met by the Transferee):
- (a) permit, allow or cause any water to be discharged from the Burdened Land onto, in, under or through any adjoining or nearby land owned by the Transferor;
 - (b) erect or allow any drainage works to be erected on the Land Burdened unless they are also approved by the Council in the Local Government area in which the Land Burdened is situate and/or by Sydney Water.

- 1.3 The Transferee for itself its successors and assigns covenants with the Transferor for the benefit of the Transferor and RAC their successors and assigns that the Transferee shall not carry out any Works unless it has:
- (a) provided the Transferor and RAC with a copy of a report prepared by a qualified acoustic consultant which is addressed to or certified in favour of the purchaser, the vendor and RAC and which certifies that the plans prepared by or on behalf of the Transferee in respect of Works comply with the relevant Australian Standards for the minimisation of the impact of noise, vibration, electrolysis or any other type of interference arising directly or indirectly from the operation of rail services (including, but not limited to, configuration of habitable rooms, double glazing, acoustic bearings, fencing and other acoustic barriers); and
 - (b) provided the Transferor and RAC with a copy of a report prepared by a qualified geotechnical engineer which is addressed to or certified in favour of the Transferee, the Transferor and RAC and which certifies that the plans prepared by or on behalf of the Transferee in respect of the Works will ensure that the structural integrity of the Burdened Land will comply with all relevant Australian Standards and that the structural integrity of the Rail Infrastructure Facilities and all adjoining or nearby land owned by the Transferor or RAC will not be diminished by the Works.
- 1.4 The Transferee covenants that, on completion of the Works, it will:
- (a) provide the Transferor and RAC with a copy of a report certified in favour of the Transferee and the Transferor and RAC and prepared by a qualified Acoustic Consultant which certifies that the Works were completed in accordance with the Plans certified under clause 1.3(a), and
 - (b) provide the Transferor and RAC with a copy of a report certified in favour of the Transferee and the Transferor and RAC and prepared by a qualified geo-technical Engineer which certifies that the Works were completed in accordance with the Plans certified under clause 1.3(b).
- 1.5 The Transferee acknowledges and agrees it must not permit the Works to be occupied or used until the Transferor and RAC each receive a copy of the designs and specifications for the Works for which the Council responsible for the Local Government area in which the property is situated issued a building approval.
- 1.6 These covenants may be released varied or modified by the State Rail Authority and Rail Access Corporation.
- 1.7 In this instrument:

"Acoustic consultant" means a person retained by the Transferee who:



- (a) is the principal of a company which is, and has been for not less than five (5) years, a full member of the Association of Australian Acoustical Consultants,
- (b) has had regular experience during the previous five years of assessing, testing and advising upon rail related noise and vibration, and
- (c) has a valid and current policy of professional indemnity insurance for not less than \$10,000,000 at the time of performing his or her functions, which insurance must be maintained for not less than seven (7) years after the date of issue of the final certificates for the Works;

"Agent" means any agent, employee, servant, contractor, tenant, licensee, invitee or any other person who is within the control of a party;

"Australian Standards" means the standards published by the Standards Association of Australia at the time of lodgement with the local Council of any building application in connection with the Works;

"Engineer" means a person retained by the Transferee who:

- (a) is the principal of a company which is a full member, and has been for not less than 5 years, of the Institution of Engineers Australia;
- (b) has had regular experience during the previous 5 years of assessing, testing and advising upon methods of design and construction necessary to ensure the structural integrity of structures similar to the Rail Infrastructure Facilities and the stability of the land benefited during and immediately after the construction of the Works; and
- (c) has a valid and current policy of professional indemnity insurance for not less than \$10,000,000 at the time of performing his functions which must be maintained until 7 years after the date of issue of the final certificates for the Works.

"Land Burdened" means lot 22 in Deposited Plan 876254

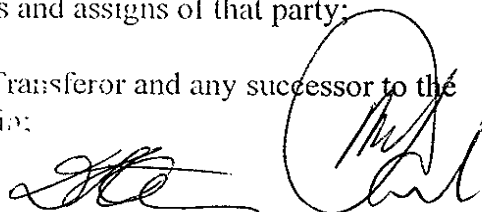
"Plans" means plans and specifications (as amended from time to time) which the Transferee its successors or assigns submits to the local Council when applying for building approval of the Works;

"RAC" means Rail Access Corporation, the statutory corporation constituted pursuant to the Transport Administration Act 1988.

"Rail Infrastructure Facilities" shall have the same meaning as in s.19A of the *Transport Administration Act 1988*.

"Transferee" means the registered proprietor for the time being of the Burdened Land and includes the successors and assigns of that party;

"Transferor" includes the assigns of the Transferor and any successor to the functions and duties of the Transferor herein;



"Works" means:

- (a) constructing, placing, erecting, extending or modifying any building or structure on the land burdened; or
- (b) carrying out any excavation or alteration of the surface levels or floor levels of the land burdened.

B. Terms of easement for utilities

1.1 In this instrument:

"Burdened Land" means Lot 22 in Deposited Plan 876254

"RAC" means Rail Access Corporation, the statutory corporation constituted pursuant to the Transport Administration Act 1988;

"Rail Infrastructure Facilities" has the meaning given to it in the Transport Administration Act 1988 from time to time, whether the same is situated on the Burdened Land or land owned by the Transferor or RAC at the date of this instrument or is subsequently erected on the Burdened Land or on land owned by the Transferor or RAC;

"Site" means the part of the Burdened Land shown in Deposited Plan 876254 as "Proposed easement for utilities";

"Transferee" means the registered proprietor for the time being of the Burdened Land and includes the successors and assigns of that party;

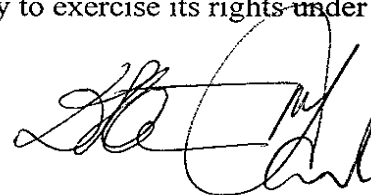
"Transferor" includes the assigns of the Transferor and any successor to the functions and duties of the Transferor herein;

"Utilities" means the reticulation of water, gas, electricity, cabled communication (for example, telephone, television or security systems), waste water, storm water, sewage, ventilation, air conditioning and any other service required for the use of the Rail Infrastructure Facilities by RAC;

"Works" means any building work of any kind carried out on the Burdened Land including the construction, erection, rebuilding, extending or modification of any new or existing building or structure on the Burdened Land.

Where in this instrument a reference is made to a body or authority which is renamed or replaced or ceases to exist or the functions of which are transferred to or assumed by another person, body or authority, that reference shall be deemed to be a reference to such renamed or replacement person, body or authority or to such person, body or authority which then exercises such functions or serves substantially the same objects as that body or authority.

- 1.2 RAC and every person authorised by RAC may:
- (a) install new Utilities, use, replace, maintain and repair existing Utilities and pass Utilities through the Site;
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering and remaining on the Burdened Land,
 - (ii) taking anything on to the Burdened Land, and
 - (iii) carrying out work on the Burdened Land such as excavating, constructing, placing, repairing or maintaining pipes, poles, drains, wires, conduits, structures and equipment.
- 1.3 The Transferee must take all reasonable steps to ensure that access to and use of the Utilities situated on the Site are continuously available to RAC and every person authorised by RAC at all times including, without limitation, moving any motor vehicles on the Burdened Land which might impede RAC or persons authorised by it.
- 1.4 The Transferee must not design or build any Works in such a way which unreasonably restricts or limits RAC's ability to exercise its rights under this instrument.

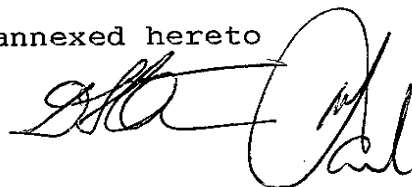
A handwritten signature in black ink, appearing to be 'J. E. Carl', is written over the text of clause 1.4.

(M)

SCHEDULE TWO
reservation of easement
and
Complete the Tenements panel on the front
restriction on user

The transferor reserves

Schedule Two is annexed hereto

A handwritten signature in black ink, appearing to be 'J. H. [unclear]', written over the text 'Schedule Two is annexed hereto'.

5133623

Use this side only for **First and Ssecond Schedule** directions

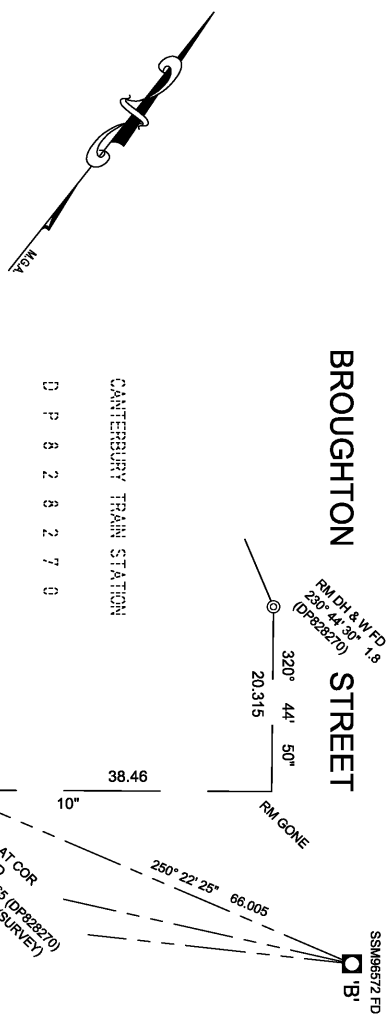
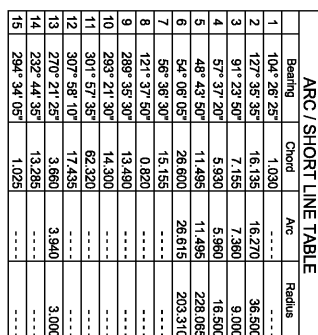
DO NOT USE BOTH SIDES OF THE FORM

FIRST SCHEDULE DIRECTIONS

[illegible]

SECOND SCHEDULE AND OTHER DIRECTIONS

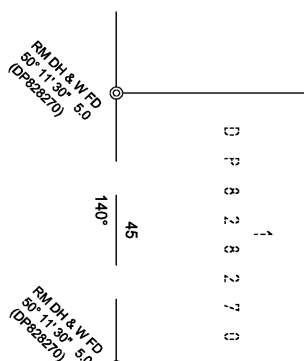
[illegible]



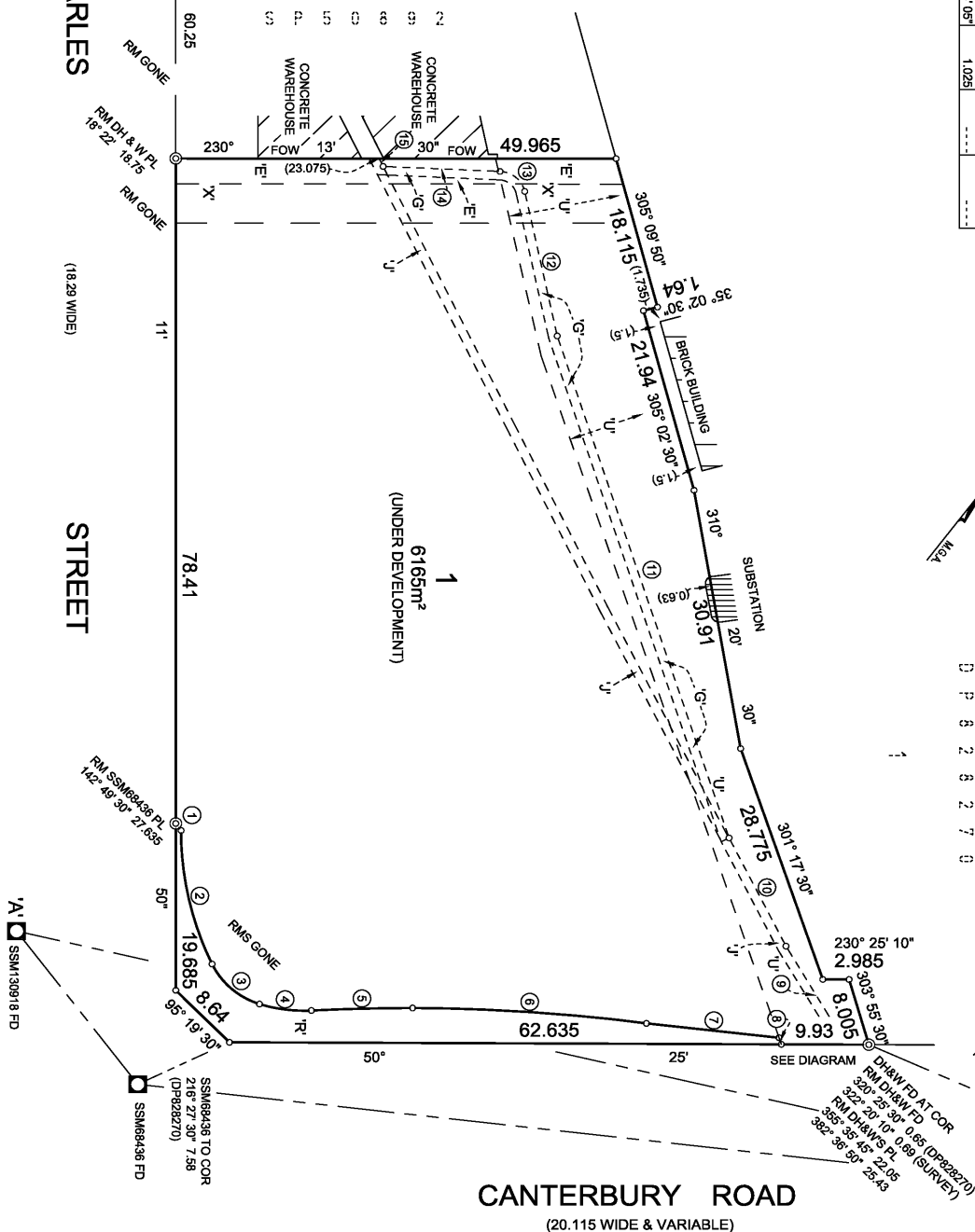
MARK	MGA CO-ORIGINATES	CLASS	ORDER	METHOD	SCIMS	SCIMS	SCIMS	SCIMS
	EXISTING	NORTHING						
SSIM 69436	326021.693	6245928.287	B	2	SCIMS	SCIMS	SCIMS	SCIMS
SSIM 96572	326144.242	6246001.317	B	2	SCIMS	SCIMS	SCIMS	SCIMS
SSIM 130918	325940.268	6245827.779	B	2	SCIMS	SCIMS	SCIMS	SCIMS

SOURCE: MGA CO-ORDINATES OBTAINED FROM THE DEPARTMENT OF LANDS,
S.C.I.M.S., AS ON THE 20 MARCH 2015

COMBINED SEA LEVEL, AND SCALE FACTOR: 0.9699988 ZONE: 56



6165m²
(UNDER DEVELOPMENT)



E DENOTES RIGHT OF FOOTWAY (3 WIDE)
 F DENOTES PROPOSED EASEMENT FOR PIPELINE (1 WIDE)
 G DENOTES EASEMENT FOR PIPELINE (1 WIDE), VIDE X317132
 H DENOTES ROAD WIDENING TO BE DEDICATED TO THE PUBLIC AS PUBLIC ROAD (268.2m²)
 J DENOTES EASEMENT FOR UTILITIES (VARIABLE WIDTH), VIDE 5133662
 K DENOTES EX MINERALS (7.62 WIDE)(S+14 PUBLIC WORKS ACCT. (1912)
 L DENOTES FACE OF WALL ON BOUNDARY

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 18 MAR 2015
SURVEYOR'S REF: 2051-13DP

PLAN OF: **SUBDIVISION OF LOT 22**
IN DP876254

LGA: CANTERBURY
LOCALITY: CANTERBURY
SUBDIVISION No: SC-15/2015
Lengths are in metres. Reduction Ratio 1 : 400

REGISTERED:
23.7.2015

DP1207156

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  23.7.2015

Office Use Only

Office Use Only

Title System: **TORRENS**

Purpose: **SUBDIVISION**

DP1207156

**PLAN OF SUBDIVISION OF LOT 22
IN DP876254**

LGA: **CANTERBURY**

Locality: **CANTERBURY**

Parish: **PETERSHAM**

County: **CUMBERLAND**

Crown Lands NSW/Western Lands Office Approval

Survey Certificate

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

Signature:

Date:

File Number:

Office:

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

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

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

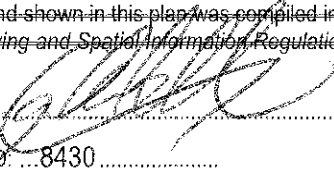
.....**survey@daw-walton.com.au**.....

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

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on **18 MAR 2015**

*(b) ~~The part of the land shown in the plan (*being/*excluding ^~~
~~was surveyed in accordance with the *Surveying and Spatial*~~
~~*Information Regulation 2012*, is accurate and the survey was~~
~~completed on the part not surveyed was compiled~~
~~in accordance with that Regulation.~~

*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.

Signature:  Dated: **8-4-15**

Surveyor ID: **8430**

Datum Line: **'A'--'B'**

Type: *Urban/*Rural

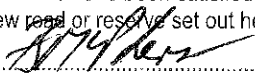
The terrain is *Level-Undulating / ~~*Steep-Mountainous~~.

*Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, **BRAD MYHERSON**.....
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: 

Accreditation number:

Consent Authority: **CITY OF CANTERBURY**

Date of endorsement: **2 JUNE 2015**

Subdivision Certificate number: **SC-15/2015**

File number: **169/2AD PART 15**

*Strike through if inapplicable.

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

**IT IS INTENDED TO DEDICATE THE AREA OF ROAD
WIDENING TO THE PUBLIC AS PUBLIC ROAD**

Plans used in the preparation of survey/compilation.

DP876254 DP828270

DP499028

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: **2051-13DP**

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  23.7.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 22
IN DP876254

DP1207156

Subdivision Certificate number: SC-15/2015

Date of Endorsement: 2 JUNE 2015

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

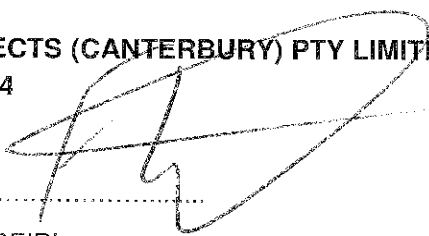
Lot	Street Number	Street Name	Street Type	Locality
1	2A	Charles	Street	Canterbury

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

It is intended to create:

1. Right of Footway (3 wide)

COMBINED PROJECTS (CANTERBURY) PTY LIMITED
ABN 77 164 467 814

Signature: 

Name: FOUAD DEIRI

Office held: Sole Director / Secretary

COMMONWEALTH BANK OF AUSTRALIA
UNDER MORTGAGE AI855259

Land and Property Information

NEW SOUTH WALES

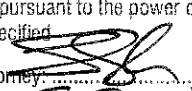
I certify the person(s) signing opposite,
with whom I am personally acquainted or
as to whose identity I am otherwise satisfied,
signed this instrument in my presence.

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

Signature of witness: 

Name of witness: Sam Schurab

Address of witness: Level 9, 201
Sussex St
Sydney
NSW 2000

Signature of attorney: 

Attorney's name: Sma II

Attorney's position: Manager

Signing on behalf of: COMMONWEALTH

BANK OF AUSTRALIA

ABN 48 123 123 124

Power of attorney -Book: No: 440

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2051-13DP

ePlan

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

(Sheet 1 of 3 sheet's)

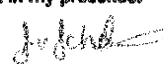
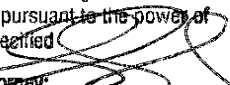
Plan: **DP1207156**

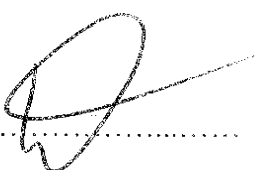
Subdivision of Lot 22 in
DP876254 covered by
Subdivision Certificate
No. SC-15/2015
dated 2 JUNE 2015

Full name and address of the proprietor of the land: **COMBINED PROJECTS (CANTERBURY) PTY LIMITED**
2A Charles Street,
Canterbury NSW 2193

Part 1 (Creation)

	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	Right of Footway (3 wide)	Lot 1	Canterbury City Council

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>Sam Schuchart</u>	Attorney's name: <u>STEPHEN SYMON</u>
Address of witness: <u>Level 9, 001</u> <u>605/606 ST</u> <u>SYDNEY NSW</u> <u>2000</u>	Attorney's position: <u>MANAGER</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: <u>1048</u> No: <u>199</u>

Proprietors:  Mortgagee: Council: 

ePlan

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

(Sheet 2 of 3 sheet's)

Plan: **DP1207156**

Subdivision of Lot 22 in
DP876254 covered by
Subdivision Certificate
No. *SC-15/2015*
dated *2 JUNE 2015*

PART 2

Terms and Conditions of the Right of footway firstly referred to in the plan

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass on foot at all times and for the purpose of accessing any pedestrian bridge abutting the site of the easement and without vehicles over the land indicated herein as the servient tenement.

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: <i>[Signature]</i>	Signature of attorney: <i>[Signature]</i>
Name of witness: <i>JOHN SCHUCHART</i>	Attorney's name: <i>STEPHEN SMALL</i>
Address of witness: <i>LEVEL 9, 80, SUSSEX ST, SYDNEY NSW 2000</i>	Attorney's position: <i>MANAGER</i>
	Signing on behalf of: <i>COMMONWEALTH BANK OF AUSTRALIA</i> ABN 48 123 123 124
	Power of attorney -Book: <i>4378</i> No: <i>994</i>

Proprietors: *[Signature]* Mortgagee: Council: *[Signature]*

ePlan

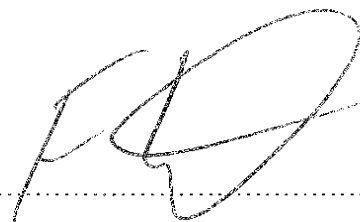
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 3 sheet's)

Plan: **DP1207156**

Subdivision of Lot 22 in
DP876254 covered by
Subdivision Certificate
No. SC-15/2015
dated 2 JUNE 2015

COMBINED PROJECTS (CANTERBURY) PTY LIMITED
(ABN 77 164 467 814)



Name: FOUAD DEIRI

Position held: Sole Director / Secretary

Name and Address of Mortgagee



Council

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	
Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified	
Signature of witness: 	Signature of attorney: 
Name of witness: <u>GAM SAHAB</u>	Attorney's name: <u>STEPHEN SINGH</u>
Address of witness: <u>Level 9, 301</u> <u>Cassidy St</u> <u>SYDNEY NSW</u> <u>2000</u>	Attorney's position: <u>MANAGER</u>
	Signing on behalf of: <u>COMMONWEALTH BANK OF AUSTRALIA</u> <u>ABN 48 123 123 124</u>
	Power of attorney -Book: <u>4568</u> No: <u>10010</u>

REGISTERED



23.7.2015

Form: 07L
Release: 4.0

LEASE

New South Wales
Real Property Act 1900



AK528642L

13 JUL 2016

2.48

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased
1/1207156

PART being the premises shown as "Substation Premises No. S64654 and S64655" on the plan annexed and marked "B" together with the easements referred to in clauses 1 and 2 of Annexure "A".

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

COLIN BIGGERS & PAISLEY, SOLICITORS
LEVEL 42, 2 PARK STREET, SYDNEY
DX 280 SYDNEY PHONE: (02) 8281 4555
LLPN: 123055K

CODE

L

15P

Reference: DP: 87D 1603044

(C) LESSOR

Combined Projects (Canterbury) Pty Ltd
ABN 77 164 467 814

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

AUSGRID
ABN 67 505 337 385

(F)

TENANCY:

OFF X AJ353146

(G) 1. TERM 50 years

2. COMMENCING DATE 16 May 2016

3. TERMINATING DATE 15 May 2066

4. With an **OPTION TO RENEW** for a period of 25 years
set out in clause 29 of Memorandum AG823634

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A"

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.

8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900
No. AG823634

9. The **RENT** is set out in clause No. 5 of Memorandum AG823634

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

DATE

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

Corporation: Combined Projects (Canterbury) Pty Ltd ABN 77 164 467 814
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Signature of authorised person:

Name of authorised person:

Office held:

Fouad Deiri

Sole Director/Secretary

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Signature of witness:



Lisa Jane Anderson

Name of witness:

Address of witness:

570 George Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Pamela Henderson

Attorney's name:

Signing on behalf of:

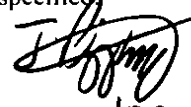
Power of attorney-Book:

AUSGRID

-No.: 4693

331

General Manager
Customer & Corporate
Services



Joe Pizzinga
Chief
Financial
Officer

(I) **STATUTORY DECLARATION***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____

in the State of New South Wales

on _____

in the presence of _____

of _____

☐ Justice of the Peace ☐ Practising Solicitor ☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was _____

Signature of witness:

Signature of applicant:

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment of the form.

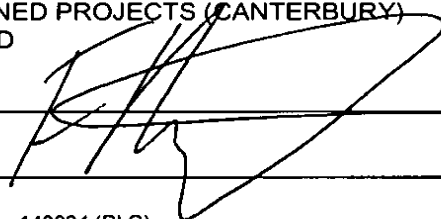
** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**THIS IS ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN
COMBINED PROJECTS (CANTERBURY) PTY LTD ABN 77 164 467 814
AS LESSOR AND AUSGRID 67 505 337 385 AS LESSEE
DATED:**

The Lessee shall have the benefit of the following rights:

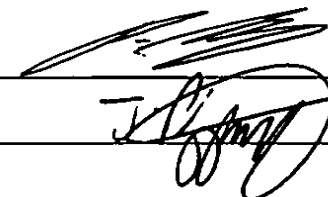
- 1 An EASEMENT FOR ELECTRICTY WORKS over the land shown as "S1" on the plan annexed and marked "B" on the terms contained in clause 18(a) of Memorandum AG823634 filed in Land & Property Information.
- 2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "S2" on the plan annexed and marked "B" on the terms contained in clause 18(b) of Memorandum AG823634 filed in Land & Property Information.

SIGNED FOR AND ON BEHALF OF
COMBINED PROJECTS (CANTERBURY)
PTY LTD



46754411 - 140024 (PLC)

SIGNED FOR AND ON BEHALF OF
AUSGRID

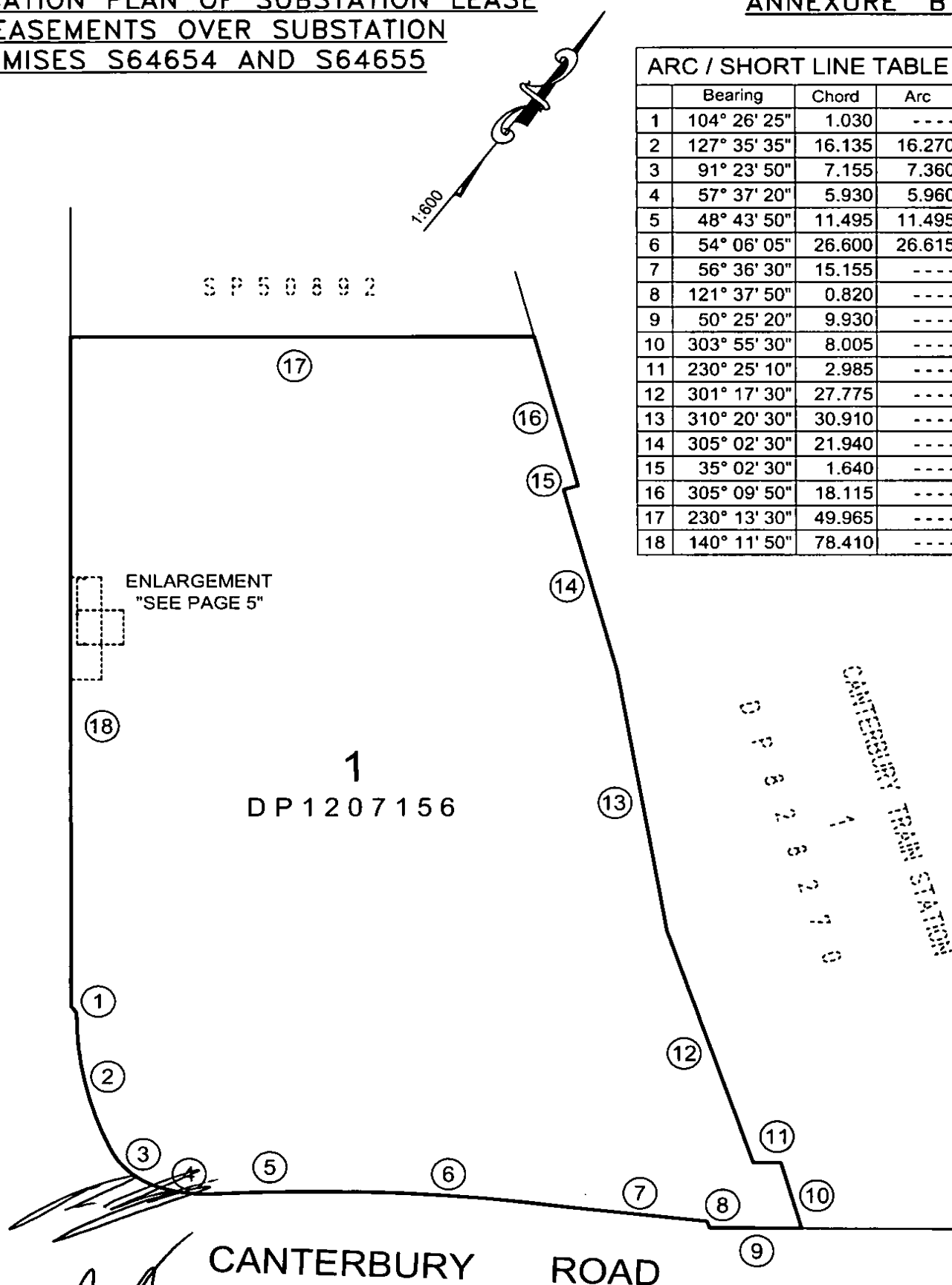


LOCATION PLAN OF SUBSTATION LEASE
& EASEMENTS OVER SUBSTATION
PREMISES S64654 AND S64655

ANNEXURE 'B'

ARC / SHORT LINE TABLE			
	Bearing	Chord	Arc
1	104° 26' 25"	1.030	----
2	127° 35' 35"	16.135	16.270
3	91° 23' 50"	7.155	7.360
4	57° 37' 20"	5.930	5.960
5	48° 43' 50"	11.495	11.495
6	54° 06' 05"	26.600	26.615
7	56° 36' 30"	15.155	----
8	121° 37' 50"	0.820	----
9	50° 25' 20"	9.930	----
10	303° 55' 30"	8.005	----
11	230° 25' 10"	2.985	----
12	301° 17' 30"	27.775	----
13	310° 20' 30"	30.910	----
14	305° 02' 30"	21.940	----
15	35° 02' 30"	1.640	----
16	305° 09' 50"	18.115	----
17	230° 13' 30"	49.965	----
18	140° 11' 50"	78.410	----

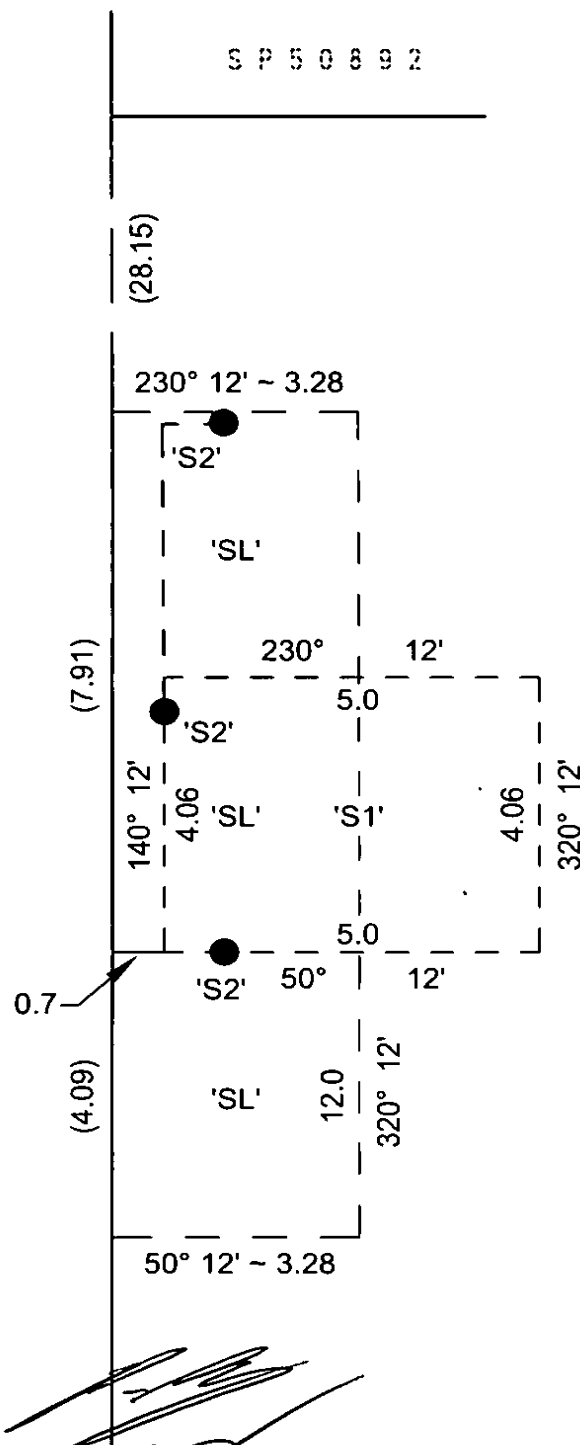
CHARLES STREET



LOCATION PLAN OF SUBSTATION LEASE
 & EASEMENTS OVER SUBSTATION
 PREMISES S64654 AND S64655

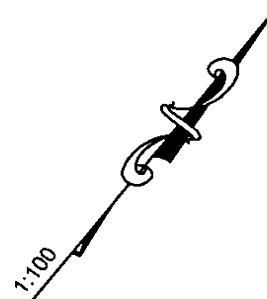
ANNEXURE 'B'

CHARLES STREET



- 'SL' DENOTES LEASE AREA FOR SUBSTATION PREMISES S64654 AND S64655, LIMITED IN DEPTH TO RL:6.8 & IN HEIGHT TO RL:12.85
- 'SL' DENOTES LEASE AREA FOR ELECTRICAL CABLES, LIMITED IN DEPTH TO RL:5.7 & IN HEIGHT TO RL:6.8
- 'S1' DENOTES EASEMENT FOR ELECTRICITY WORKS, UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL:-3.0
- 'S2' DENOTES EASEMENT FOR ELECTRICITY WORKS, OVER EXISTING LINE OF CABLES (APPROXIMATE ONLY) & LIMITED IN DEPTH TO RL:-3.0 & LIMITED IN HEIGHT TO RL:5.7

ALL RL'S ARE TO AHD DATUM



FILM WITH:

AK528642

sparke
HELMORE
LAWYERS

23 May 2016

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid Lease from Combined Projects (Canterbury) Pty Limited
Property: 2A Charles Street, Canterbury
Caveat No.: AJ353146
Our ref: HEM/AUS096-00341

We act for Ausgrid and on behalf of Ausgrid lodged caveat AJ353146 to protect Ausgrid's interest under a Deed of Agreement for Lease.

We are instructed to consent to the registration of a Lease.

Caveat AJ353146 should be removed from the title on the registration of the Lease.

If you require any additional information please contact our office.

Yours faithfully



Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300

t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au

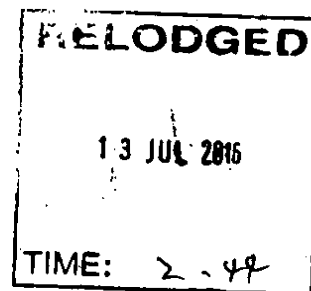
adelaide | brisbane | canberra | melbourne | newcastle | perth | port macquarie | sydney | upper hunter HEM\LOE\51095090\1

Partner Justin Madden
Writer Emma Smythies
Direct line 02 8241 5635
Email esmythies@mccullough.com.au
Our reference EJS:JJM:164804-81

Lawyers **McCullough
Robertson**

15 June 2016

Registrar General
Land & Property Information NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000



Deliver

Dear Registrar General

Caveator consent - Caveat AJ730727

Property: folio identifier 1/1207156, known as 2A Charles Street, Canterbury

We are the solicitors for Woolworths Limited ABN 88 000 014 675 (**Woolworths**).

Woolworths is the caveator under registered caveat AJ730727.

We are instructed that Woolworths, as caveator, consents to the registration of the substation lease to Ausgrid ABN 67 505 337 385 on the title to the Property.

Yours sincerely

A handwritten signature in black ink, appearing to be "Emma Smythies".

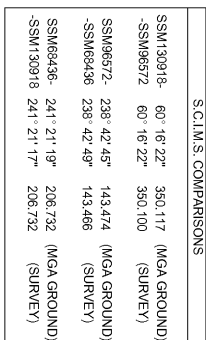
Emma Smythies
Senior Associate

attachment
39999641v1

BRISBANE Level 11, 66 Eagle Street Brisbane QLD 4000 GPO Box 1855 Brisbane QLD 4001 T +61 7 3233 8888 F +61 7 3229 9949
SYDNEY Level 32, 19 Martin Place Sydney NSW 2000 GPO Box 462 Sydney NSW 2001 T +61 2 8241 5600 F +61 2 8241 5699
NEWCASTLE Level 4, 251 Wharf Road Newcastle NSW 2300 PO Box 394 Newcastle NSW 2300 T +61 2 4914 6900 F +61 2 4914 6999

www.mccullough.com.au E info@mccullough.com.au ABN 42 721 345 951

2 of 2

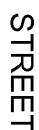


SURVEYING AND SPATIAL INFORMATION REGULATION 2012, CLAUSE 35(1)(b) & 6(12)									
MARK	MGA CO-ORDINATES		EASTING	NORTHING	C. O.	A. H.	C. O.	METHOD	ORIGIN
	B	2							
SSM 66436	326021.693	6745926.619	B	2	7.376	LB	L2	SCIMS	SCIMS
SSM 66472	326114.283	6745901.357	B	2	16.500	LB	L2	SCIMS	SCIMS
SSM 130918	325640.268	674232.779	B	2				SCIMS	SCIMS

SOURCE: MGA CO-ORDINATES ADAPTED FROM THE DEPARTMENT OF LANDS, SURVEYING AND SPATIAL INFORMATION REGULATION 2012, CLAUSE 35(1)(b) & 6(12)

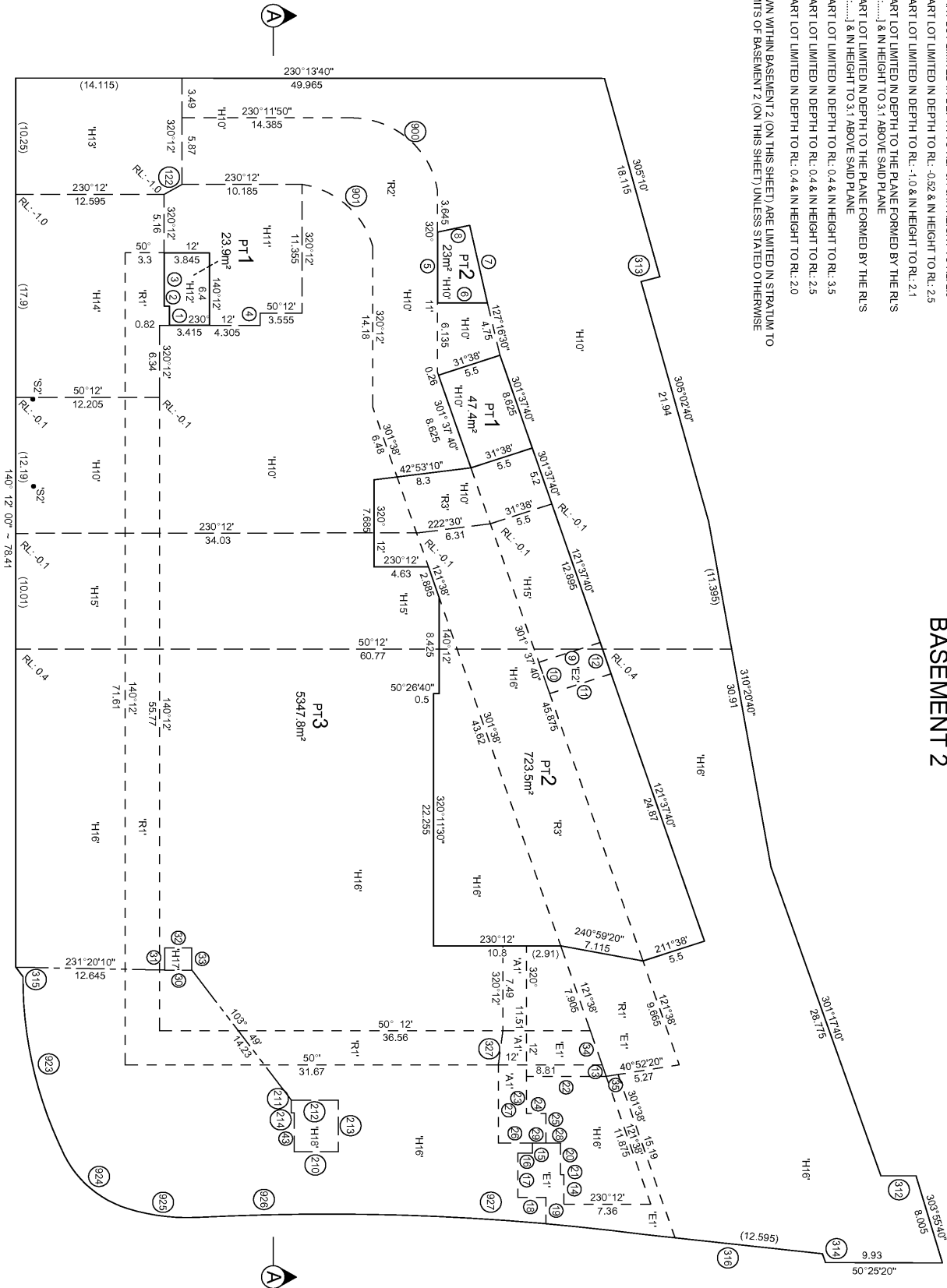
SCIMS, AS ON THE 01 MARCH 2016

COMBINED SEA LEVEL AND SCALE FACTOR: 0.999986, ZONE: 56



BASEMENT 2

H10' DENOTES PART LOT LIMITED IN DEPTH TO RL: -0.1 & IN HEIGHT TO RL: 3.0
H11' DENOTES PART LOT LIMITED IN DEPTH TO RL: -0.1 & IN HEIGHT TO RL: 2.5
H12' DENOTES PART LOT LIMITED IN DEPTH TO RL: -0.52 & IN HEIGHT TO RL: 2.5
H13' DENOTES PART LOT LIMITED IN DEPTH TO RL: -1.0 & IN HEIGHT TO RL: 2.1
H14' DENOTES PART LOT LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN [RL:.....] & IN HEIGHT TO 3.1 ABOVE SAID PLANE
H15' DENOTES PART LOT LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN [RL:.....] & IN HEIGHT TO 3.1 ABOVE SAID PLANE
H16' DENOTES PART LOT LIMITED IN DEPTH TO RL: 0.4 & IN HEIGHT TO RL: 3.5
H17' DENOTES PART LOT LIMITED IN DEPTH TO RL: 0.4 & IN HEIGHT TO RL: 2.5
H18' DENOTES PART LOT LIMITED IN DEPTH TO RL: 0.4 & IN HEIGHT TO RL: 2.0
EASEMENTS SHOWN WITHIN BASEMENT 2 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 2 (ON THIS SHEET) UNLESS STATED OTHERWISE



A1' DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM
E1' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM
E2' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM
R1' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM
R2' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM
R3' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM
S2' DENOTES EASEMENT FOR ELECTRICITY WORKS OVER EXISTING LINE OF CABLES (APPROXIMATE ONLY) & LIMITED IN DEPTH TO RL: 3.0 & LIMITED IN HEIGHT TO RL: 5.7, WIDE AKS28542

EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS IN THIS PLAN
--- "SHORT DASH" DENOTES EASEMENT BOUNDARY
--- "LONG DASH" DENOTES HEIGHT LIMIT BOUNDARY

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 01/02/16
SURVEYOR'S REF: 2051-13DP

PLAN OF: STRATUM SUBDIVISION
OF LOT 1 IN DP1207156

CANTERBURY
LGA: - BANKSTOWN
LOCALITY: CANTERBURY
SUBDIVISION NO: SC-24/2016
Lengths are in metres. Reduction Ratio 1 : 250

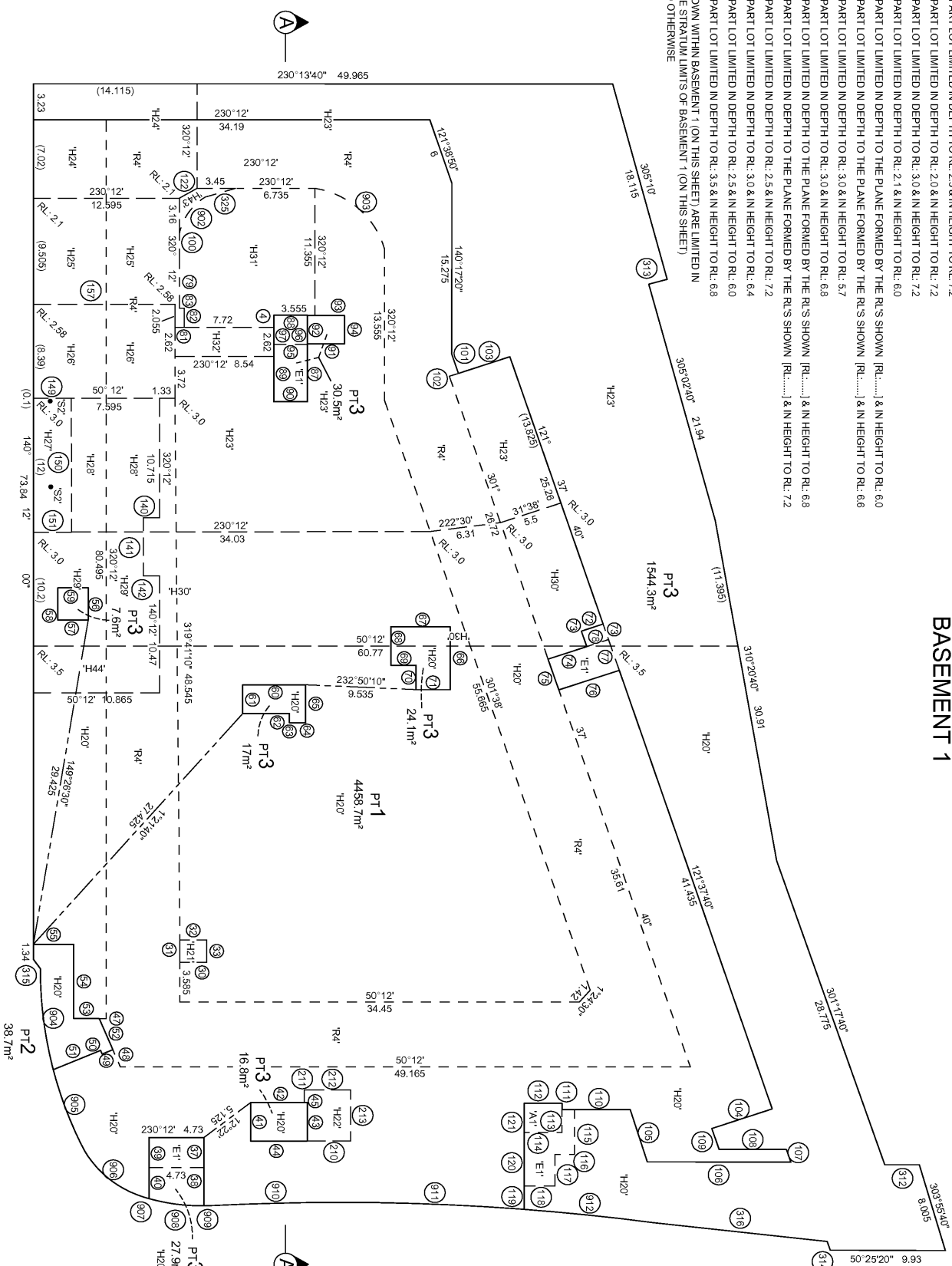
REGISTERED:
12.10.2016

DP1198999

TOTAL AREA OF LOT 1 (ON SHEET 3) = 71.3m²
TOTAL AREA OF LOT 2 (ON SHEET 3) = 746.5m²
TOTAL AREA OF LOT 3 (ON SHEET 3) = 5347.8m²

1420' DENOTES PART LOT LIMITED IN DEPTH TO RL: 3.5 & IN HEIGHT TO RL: 7.2
1421' DENOTES PART LOT LIMITED IN DEPTH TO RL: 2.5 & IN HEIGHT TO RL: 7.2
1422' DENOTES PART LOT LIMITED IN DEPTH TO RL: 2.0 & IN HEIGHT TO RL: 7.2
1423' DENOTES PART LOT LIMITED IN DEPTH TO RL: 3.0 & IN HEIGHT TO RL: 7.2
1424' DENOTES PART LOT LIMITED IN DEPTH TO RL: 2.1 & IN HEIGHT TO RL: 6.0
1425' DENOTES PART LOT LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN [RL:.....] & IN HEIGHT TO RL: 6.0
1426' DENOTES PART LOT LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN [RL:.....] & IN HEIGHT TO RL: 6.6
1427' DENOTES PART LOT LIMITED IN DEPTH TO RL: 3.0 & IN HEIGHT TO RL: 5.7
1428' DENOTES PART LOT LIMITED IN DEPTH TO RL: 3.0 & IN HEIGHT TO RL: 6.8
1429' DENOTES PART LOT LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN [RL:.....] & IN HEIGHT TO RL: 6.8
1430' DENOTES PART LOT LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN [RL:.....] & IN HEIGHT TO RL: 7.2
1431' DENOTES PART LOT LIMITED IN DEPTH TO RL: 2.5 & IN HEIGHT TO RL: 7.2
1432' DENOTES PART LOT LIMITED IN DEPTH TO RL: 3.0 & IN HEIGHT TO RL: 6.4
1443' DENOTES PART LOT LIMITED IN DEPTH TO RL: 2.5 & IN HEIGHT TO RL: 6.0
1444' DENOTES PART LOT LIMITED IN DEPTH TO RL: 3.5 & IN HEIGHT TO RL: 6.8
EASEMENTS SHOWN WITHIN BASEMENT 1 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF BASEMENT 1 (ON THIS SHEET)
UNLESS STATED OTHERWISE

305°02'40" 21.94'
(11.395)
310°20'40" 30.91'
420°
12°31'40" 41.435'
303°55'40" 8.005'
304°17'40" 26.175'
50°25'20" 9.93'
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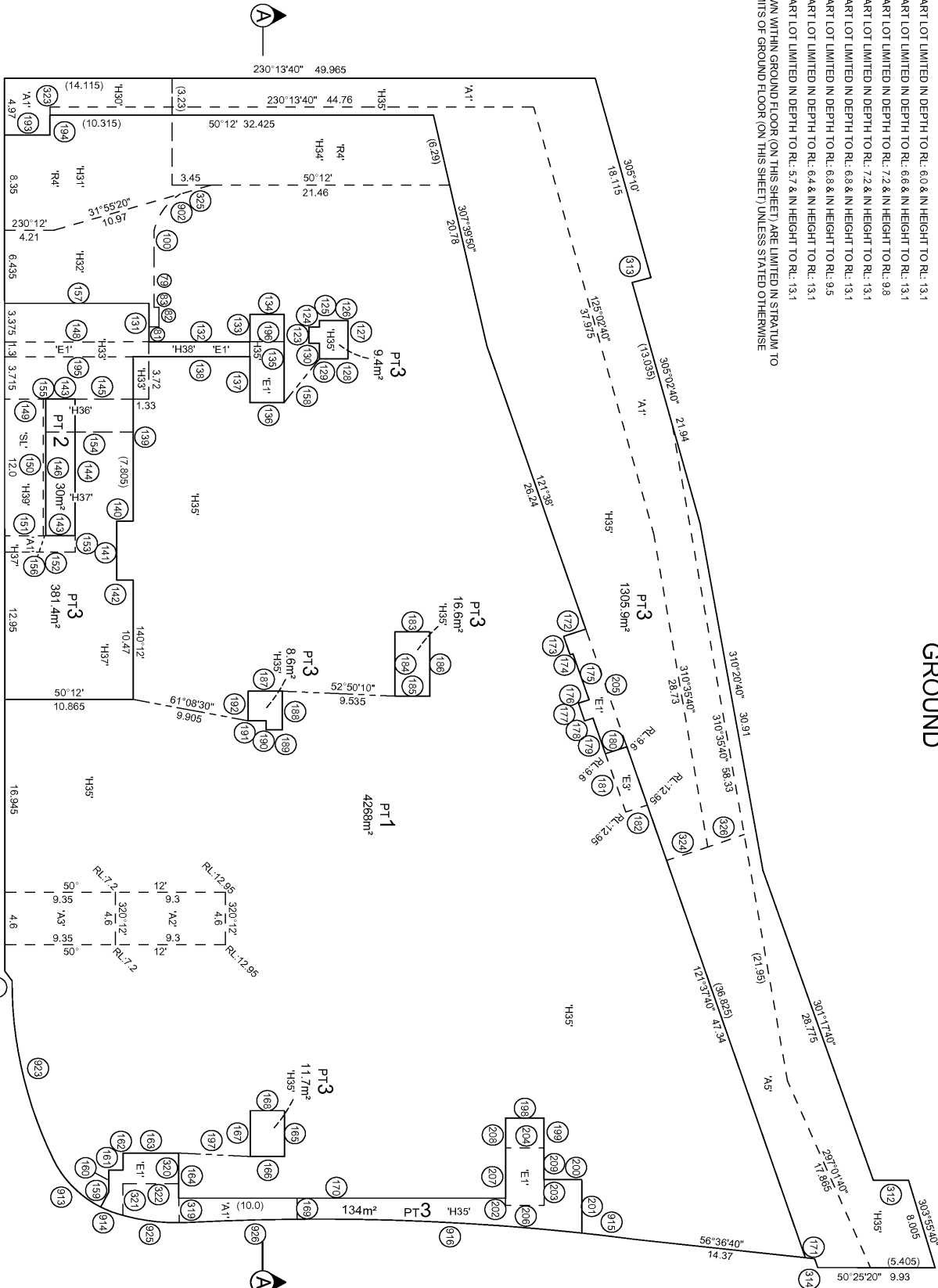


TOTAL AREA OF LOT 1 (ON SHEET 4) = 4458.7m²
TOTAL AREA OF LOT 2 (ON SHEET 4) = 38.7m²
TOTAL AREA OF LOT 3 (ON SHEET 4) = 1663.2m²

DP1198999

GROUND

H307 DENOTES PART LOT LIMITED IN DEPTH TO RL: 6.0 & IN HEIGHT TO RL: 13.1
H31 DENOTES PART LOT LIMITED IN DEPTH TO RL: 6.0 & IN HEIGHT TO RL: 9.8
H32 DENOTES PART LOT LIMITED IN DEPTH TO RL: 6.0 & IN HEIGHT TO RL: 13.1
H33 DENOTES PART LOT LIMITED IN DEPTH TO RL: 6.6 & IN HEIGHT TO RL: 13.1
H34 DENOTES PART LOT LIMITED IN DEPTH TO RL: 7.2 & IN HEIGHT TO RL: 9.8
H35 DENOTES PART LOT LIMITED IN DEPTH TO RL: 7.2 & IN HEIGHT TO RL: 13.1
H36 DENOTES PART LOT LIMITED IN DEPTH TO RL: 6.8 & IN HEIGHT TO RL: 9.5
H37 DENOTES PART LOT LIMITED IN DEPTH TO RL: 6.8 & IN HEIGHT TO RL: 13.1
H38 DENOTES PART LOT LIMITED IN DEPTH TO RL: 6.4 & IN HEIGHT TO RL: 13.1
H39 DENOTES PART LOT LIMITED IN DEPTH TO RL: 5.7 & IN HEIGHT TO RL: 13.1
EASEMENTS SHOWN WITHIN GROUND FLOOR (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF GROUND FLOOR (ON THIS SHEET) UNLESS STATED OTHERWISE



A1 DENOTES EASEMENT FOR ACCESS VARIABLE WIDTH & LIMITED IN STRATUM
A2 DENOTES EASEMENT FOR ACCESS VARIABLE WIDTH & LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN (RL:.....) AND IN HEIGHT TO 13.10
A3 DENOTES EASEMENT FOR ACCESS VARIABLE WIDTH & LIMITED IN STRATUM
A5 DENOTES EASEMENT FOR ACCESS VARIABLE WIDTH & LIMITED IN DEPTH TO RL: 7.5 & IN HEIGHT TO RL: 13.1
E1 DENOTES EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH & LIMITED IN STRATUM
E3 DENOTES EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH & LIMITED IN DEPTH TO THE PLANE FORMED BY THE RL'S SHOWN (RL:.....) AND IN HEIGHT TO RL: 13.10
R4 DENOTES RIGHT OF CARRIAGEWAY VARIABLE WIDTH & LIMITED IN STRATUM

SL DENOTES LEASE AREA FOR SUBSTATION PREMISES SC05493, VARIABLE WIDTH & LIMITED IN DEPTH TO RL: 6.8 & IN HEIGHT TO RL: 12.85, WIDE AK529642
SL DENOTES LEASE AREA FOR ELECTRICAL CABLES, VARIABLE WIDTH LIMITED IN DEPTH TO RL: 5.7 & IN HEIGHT TO RL: 6.8, VIDE AK529642
EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 01/02/16
SURVEYOR'S REF: 2051-13DP

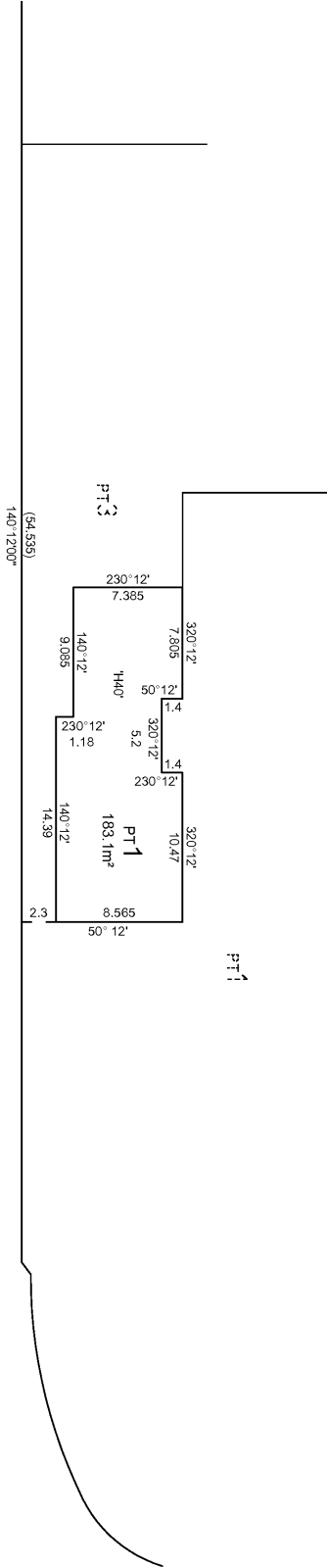
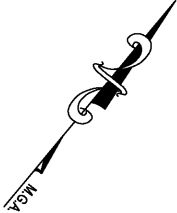
PLAN OF: STRATUM SUBDIVISION
OF LOT 1 IN DP1207156

CANTERBURY
LOCALITY: CANTERBURY
SUBDIVISION NO: SC-24/2016
REGISTERED: 12.10.2016

DP1198999

"H40" DENOTES PART LOT LIMITED IN DEPTH TO RL: 9.5 & IN HEIGHT TO RL: 13.1

GROUND ~ MEZZANINE



TOTAL AREA OF LOT 1 (ON SHEET 6) = 183.1m²
TOTAL AREA OF LOT 2 (ON SHEET 6) = 0.0m²
TOTAL AREA OF LOT 3 (ON SHEET 6) = 0.0m²

EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS IN THIS PLAN

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 01/02/16
SURVEYOR'S REF: 2051-13DP

PLAN OF: STRATUM SUBDIVISION
OF LOT 1 IN DP1207156

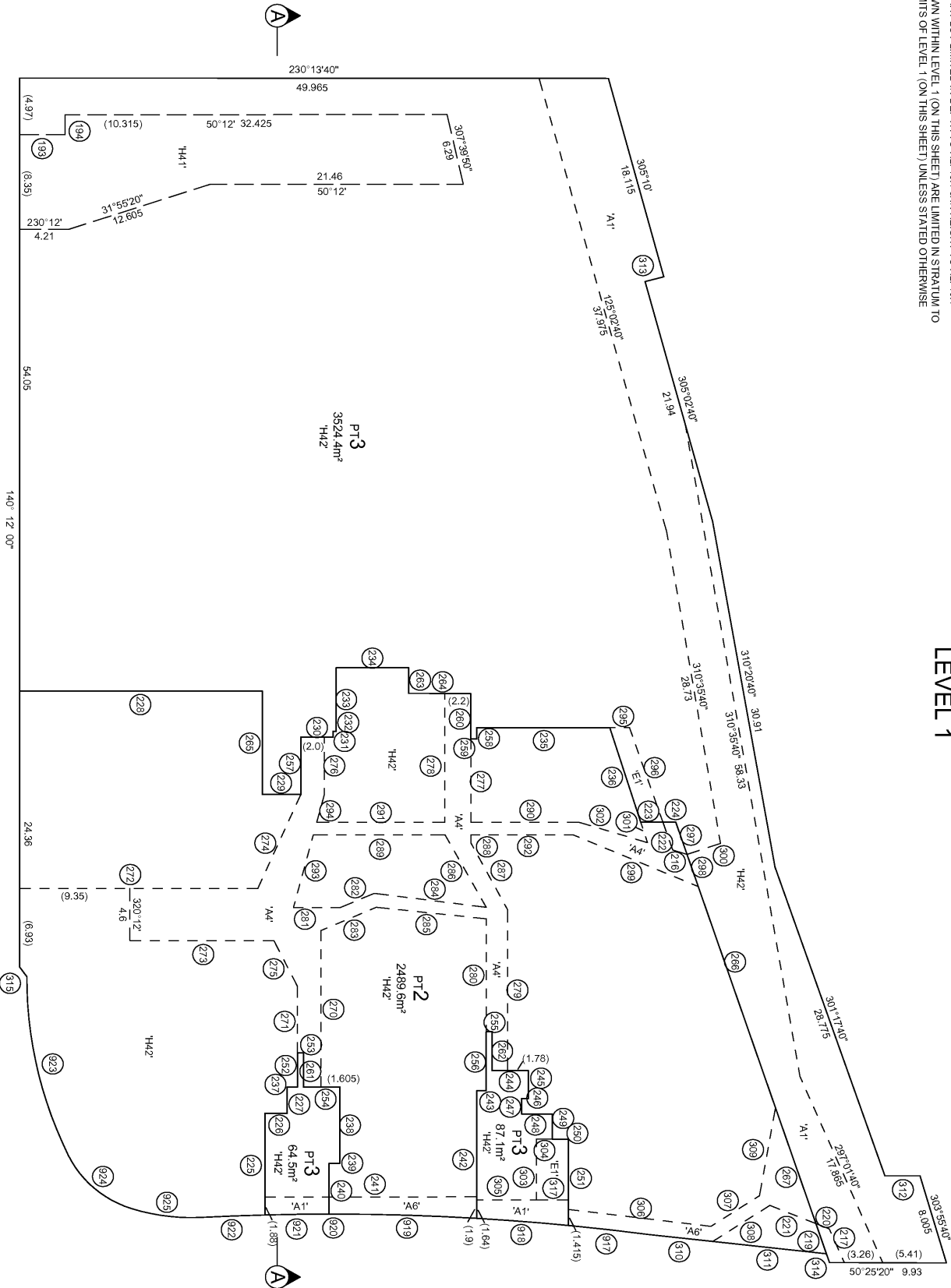
LGA: CANTERBURY
LOCALITY: CANTERBURY
SUBDIVISION No: SC-24/2016
Lengths are in metres. Reduction Ratio 1 : 250

REGISTERED:
12.10.2016

DP1198999

"H41" DENOTES PART LOT LIMITED IN DEPTH TO RL: 9.8 & IN HEIGHT TO RL: 16.1
"H42" DENOTES PART LOT LIMITED IN DEPTH TO RL: 13.1 & IN HEIGHT TO RL: 16.1
EASEMENTS SHOWN WITHIN LEVEL 1 (ON THIS SHEET) ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF LEVEL 1 (ON THIS SHEET) UNLESS STATED OTHERWISE

LEVEL 1



TOTAL AREA OF LOT 1 (ON SHEET 7) = 0.0m²
TOTAL AREA OF LOT 2 (ON SHEET 7) = 2489.8m²
TOTAL AREA OF LOT 3 (ON SHEET 7) = 3676.0m²

"H41" DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM
"H42" DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM
"A1" DENOTES EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM
"E1" DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM
EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS IN THIS PLAN

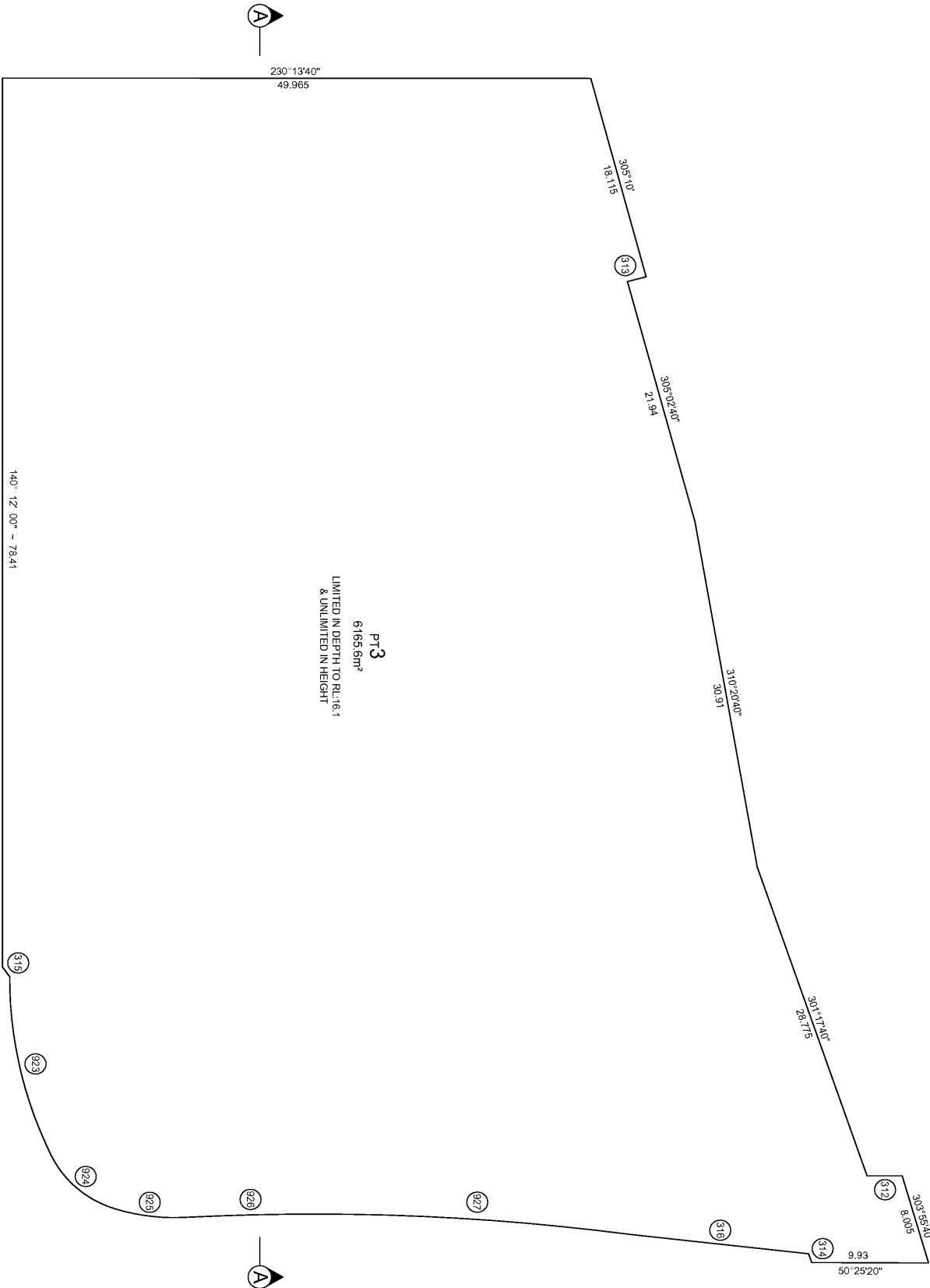
--- "SHORT DASH" DENOTES EASEMENT BOUNDARY
--- "LONG DASH" DENOTES HEIGHT LIMIT BOUNDARY
SURVEYOR: JOHN WALTON
DATE OF SURVEY: 01/02/16
SURVEYOR'S REF: 2051-13DP

PLAN OF: STRATUM SUBDIVISION
OF LOT 1 IN DP1207156
LOCALITY: CANTERBURY
SUBDIVISION NO: SC-24/2016
Lengths are in metres. Reduction Ratio 1 : 250

REGISTERED:
12.10.2016

DP1198999

LEVEL 2



TOTAL AREA OF LOT 1 (ON SHEET 8) = 0.0m²
TOTAL AREA OF LOT 2 (ON SHEET 8) = 0.0m²
TOTAL AREA OF LOT 3 (ON SHEET 8) = 6165.6m²

EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOTS IN THIS PLAN

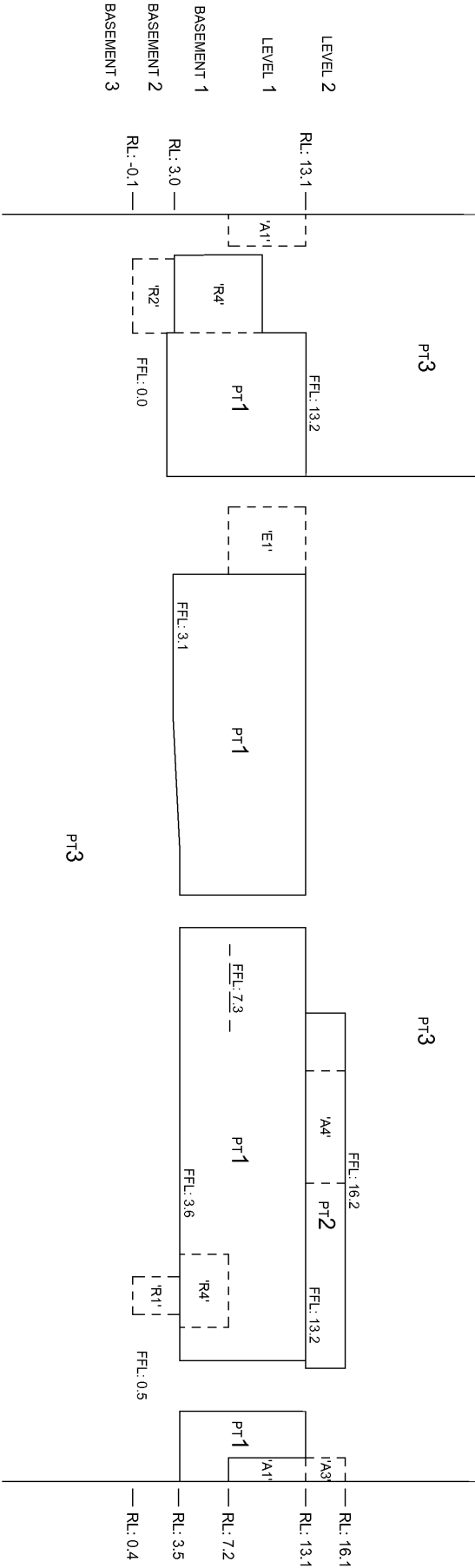
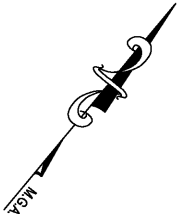
SURVEYOR: JOHN WALTON
DATE OF SURVEY: 01/02/16
SURVEYOR'S REF: 2051-13DP

PLAN OF: STRATUM SUBDIVISION
OF LOT 1 IN DP1207156

LGA: CANTERBURY
LOCALITY: CANTERBURY
SUBDIVISION No: SC-24/2016
Lengths are in metres. Reduction Ratio 1 : 250

REGISTERED:
12.10.2016

DP1198999



SECTION A-A

FFL DENOTES FINISHED FLOOR LEVEL

SURVEYOR: JOHN WALTON
DATE OF SURVEY: 01/02/16
SURVEYOR'S REF: 2051-13DP

PLAN OF: STRATUM SUBDIVISION
OF LOT 1 IN DP1207156

LOCALITY: CANTERBURY
SUBDIVISION No: SC-24/2016
Lengths are in metres. Reduction Ratio 1 : 250

REGISTERED:
12.10.2016

DP1198999

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  12.10.2016 Title System: TORRENS Purpose: SUBDIVISION		Office Use Only Office Use Only DP1198999	
PLAN OF SUBDIVISION OF 1 LOT IN DP1207156		LGA: CANTERBURY - BANKSTOWN Locality: CANTERBURY Parish: PETERSHAM County: CUMBERLAND	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		Survey Certificate I,.....JOHN WALTON..... Of...DAW & WALTON PTY LTD..... PO Box 3222, REDFERN NSW 2016..... survey@daw-walton.com.au..... a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 01 / 02 / 2016 *(b) The part of the land shown in the plan (*being/excluding ^ was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature: Dated: 2-6-16 Surveyor ID: 8430 Datum Line: ... 'A' -- 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, BRAA McPHERSON..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: BRAA McPHERSON..... Accreditation number: NIA..... Consent Authority: CANTERBURY BANKSTOWN COUNCIL Date of endorsement: 22 AUGUST 2016 Subdivision Certificate number: SC-24/2016 File number: 169/2D PART 2 *Strike through if inapplicable.			
Statements of intention to dedicate public roads, public reserves and drainage reserves.		Plans used in the preparation of survey/compilation. DP108322 DP1153747 DP862514 DP1164832	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		Surveyor's Reference: 2051-13DP	

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS 12.10.2016

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  12.10.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF 1 LOT
IN DP1207156

DP1198999

Subdivision Certificate number: SC- 24/2016
Date of Endorsement: 22 AUGUST 2016

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot	Street Number	Street Name	Street Type	Locality
1	2	CHARLES	STREET	CANTERBURY
2	2	CHARLES	STREET	CANTERBURY
3	2	CHARLES	STREET	CANTERBURY

THIS PLAN CONTAINS A BUILDING MANAGEMENT STATEMENT OF 57 SHEETS

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

1. EASEMENT FOR SERVICES (WHOLE OF LOT)
2. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A1'
3. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A2'
4. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A3'
5. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A4'
6. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A5'
7. EASEMENT FOR ACCESS, VARIABLE WIDTH & LIMITED IN STRATUM 'A6'
8. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E1'
9. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E2'
10. EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH & LIMITED IN STRATUM 'E3'
11. RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM 'R1'
12. RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM 'R2'
13. RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM 'R3'
14. RIGHT OF CARRIAGEWAY, VARIABLE WIDTH & LIMITED IN STRATUM 'R4'

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2051-13DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  12.10.2016

Office Use Only

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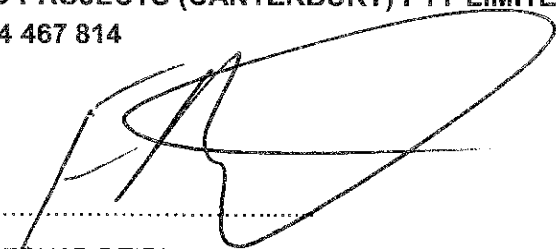
PLAN OF SUBDIVISION OF 1 LOT
IN DP1207156

DP1198999

Subdivision Certificate number: SC-24/2016
Date of Endorsement: 22 AUGUST 2016

This sheet is for the provision of the following information as required:
• A schedule of lots and addresses - See 60(c) SSI Regulation 2012
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
• Signatures and seals- see 195D Conveyancing Act 1919
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

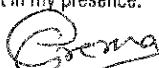
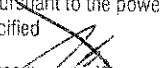
COMBINED PROJECTS (CANTERBURY) PTY LIMITED
ABN 77 164 467 814

Signature: 

Name: FOUAD DEIRI

Office held: Sole Director / Secretary

COMMONWEALTH BANK OF AUSTRALIA
UNDER MORTGAGE AI855259

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: PRERNA GUPTA	Attorney's name: Stephen Nichol
Address of witness: Level 9, 201 Sussex St, Sydney, NSW - 2000	Attorney's position: Executive Manager
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney - Book: 4547 No: 494 9/7/2008

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2051-13DP

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 16)

Plan: DP1198999

Subdivision of Lot 1 in DP 1207156

covered by subdivision certificate

No. SC-24 dated 2016

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

Combined Projects (Canterbury) Pty Ltd

ABN 77 164 467 814

Suite 301, Level 3

161 Redfern Street

REDFERN NSW 2016

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 Services (whole of lot)	Each lot	Every other lot
2.	Easement for Access, Variable width & Limited in Stratum 'A1'	3	1 & 2
3.	Easement for Access, Variable width & Limited in Stratum 'A2'	1	2 & 3
4.	Easement for Access, Variable width & Limited in Stratum 'A3'	1	2 & 3
5.	Easement for Access, Variable width & Limited in Stratum 'A4'	2	3
6.	Easement for Access, Variable width & Limited in Stratum 'A5'	3	1 & 2
7.	Easement for Access, Variable width & Limited in Stratum 'A6'	2	1 & 3
8.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E1'	3	1 & 2
9.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E2'	2	1 & 3


Registered Proprietor

JUMPTW3YT7

DP1198999

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
 USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 16)

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:
10.	Easement for Emergency Egress, Variable Width & Limited in Stratum 'E3'	1	2 & 3
11.	Right of Carriageway, Variable width & Limited in Stratum 'R1'	3	1
12.	Right of Carriageway, Variable width & Limited in Stratum 'R2'	3	1 & 2
13.	Right of Carriageway, Variable width & Limited in Stratum 'R3'	2	1 & 3
14.	Right of Carriageway, Variable width & Limited in Stratum 'R4'	1	2 & 3

Part 2 (Terms)

1. Terms of easement for services numbered 1 in the Plan

1.1 Terms of easement

- (a) The Grantee and its Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights to:
- (i) the uninterrupted passage through a Burdened Lot of any Services to or from the Benefited Lot;
 - (ii) use any Service Equipment in a Burdened Lot through which a Service passes to or from the Benefited Lot (**Relevant Service Equipment**);
 - (iii) enter, remain in and use any plant rooms in the Burdened Lot where Relevant Service Equipment is located;
 - (iv) have Relevant Service Equipment supported vertically, horizontally and in each other plane by a Burdened Lot; and
 - (v) carry out Works in relation to Relevant Service Equipment that is not a Shared Facility and enter and remain in a Burdened Lot, together with any Equipment necessary for that purpose, for a reasonable time to carry out those Works.

[Handwritten signature]

[Handwritten signature]
 Registered Proprietor

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

- (a) some of the Services and associated Service Equipment may be Shared Facilities;
- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
- (c) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.

- (a) not permit Relevant Service Equipment which is not a Shared Facility to become a hazard or a nuisance; and
- (b) at its cost carry out Works to such Relevant Service Equipment as and when required, to ensure compliance with clause 1.3(a).

- (a) If the Grantee fails to comply with its obligations under this easement in relation to a Burdened Lot, the Grantor has the right at any time to give a notice to the Grantee requiring compliance with those obligations.
- (b) If the Grantee fails to comply with a notice given under clause 1.4(a) within a reasonable time after its service, having regard to the type of Work or act required:
 - (i) the Grantor has the right, but not the obligation to carry out the Works to remedy the failure to comply specified in the notice; and
 - (ii) the Grantee must pay the Grantor, within 14 days of receipt of a demand from the Grantor, the costs reasonably and properly incurred by the Grantor in carrying out those Works.



DP1198999

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

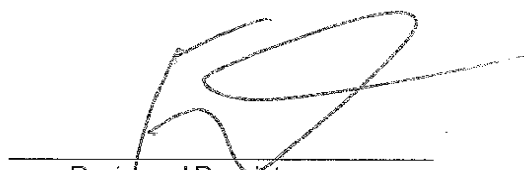
(Sheet 4 of 16)

1.5 Conditions relating to Works

- (a) Before carrying out any Works under this easement on a Burdened Lot, the Grantee must:
- (i) provide to the Grantor a Schedule of Works;
 - (ii) provide to the Grantor any other information which the Grantor reasonably requires in order to consider the effect of the Works; and
 - (iii) obtain the consent of the Grantor to the carrying out of the Works.
- (b) The Grantor may withhold consent under clause 1.5(a)(iii) to carry out the Works if, in the reasonable opinion of the Grantor:
- (i) the carrying out of the Works;
 - (ii) the physical result after the Works are carried out; or
 - (iii) both the carrying out of the Works and the physical result after the Works are carried out,
- will, either temporarily or permanently, interrupt, interfere with or prevent, to an unreasonable extent, the use and enjoyment of the Burdened Lot by the Grantor or any occupier of the Burdened Lot.
- (c) The Grantor may not withhold consent under clause 1.5(a)(iii) if the Works:
- (i) need to be carried out in circumstances which involve an emergency or a danger to public safety;
 - (ii) are necessary to enable the Grantee to comply with its obligations under this easement;
 - (iii) are necessary to enable the Grantee to comply with its obligations under the Management Statement; or
 - (iv) result from or arise out of any Law or requirements of any relevant Authority.

1.6 Obligations in relation to Works

- (a) The Grantee must, while works are being carried out in a Burdened Lot under this easement, take all reasonable steps:
- (i) to minimise interruption to or interference with any Service;
 - (ii) to minimise interruption or interference with the use and enjoyment of the Burdened Lot; and


Registered Proprietor

DP1198999

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 16)

- (iii) to ensure that:
 - (A) all necessary safety measures are taken;
 - (B) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
 - (C) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened Lot;
 - (D) any damage caused to the Burdened Lot is made good as soon as reasonably practicable; and
 - (E) as soon as reasonably practicable after completing of the Works, the Burdened Lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- (b) The Grantee and the Grantor must, in good faith, consult with each other in relation to the nature and timing of the Works in the Burdened Lot with a view of reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

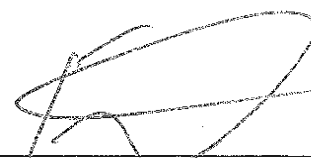
2. Terms of easement for access variable width limited in stratum numbered 2 (A1), 3 (A2), 4 (A3), 5 (A4), 6 (A5) and 7 (A6) in the Plan

2.1 Terms of easement

- (a) The Grantee and any Authorised Person of the Grantee have the full, free and unimpeded right to enter, pass and repass:
 - (i) at all times;
 - (ii) on foot;
 - (iii) over the Easement Site (including all passageways, driveways, corridors and lifts forming part of the Easement Site) for the purpose of accessing the Benefited Lot and do anything reasonably necessary for that purpose including:
 - (A) entering the Burdened Lot;
 - (B) taking anything on to the Burdened Lot reasonably necessary for the purpose.

2.2 Obligations

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



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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 6 of 16)

- (a) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (c) only use the Easement Site for its intended purpose;
- (d) not to cause any damage to the Burdened Lot and any improvements on it;
- (e) comply with the Management Statement and any Rules; and
- (f) comply with any reasonable direction of the Committee or any person authorised by the Committee.

2.3 Acknowledgements

The Grantee and the Grantor acknowledge that:

- (a) the Easement Site is a Shared Facility;
- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
- (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

2.4 Restriction on parking

The Grantee and its Authorised Persons must not:

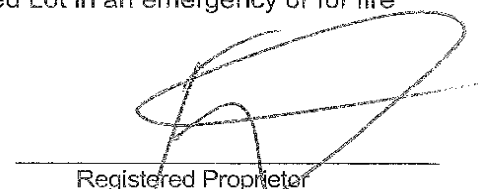
- (a) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;
- (b) obstruct use of the Easement Site by any person.
- (c)

**3. Easement for emergency egress variable width limited in stratum
numbered 8 (E1), 9 (E2) and 10 (E3) on the Plan**

3.1 Terms of easement

The Grantee and any Authorised Person of the Grantee have the full, free and unimpeded right to:

- (a) pass across any fire stairs, fire exist passageways and corridors located within the Easement Site in order to exit the Benefited Lot in an emergency or for fire drill purposes;


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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 7 of 16)

- (b) use any Emergency Equipment located on the Burdened Lot.

3.2 Obligations

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

- (a) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (b) only use the Easement Site and the Emergency Equipment for their intended purposes;
- (c) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (d) comply with the Management Statement and any Rules; and
- (e) comply with any reasonable direction of the Committee or any person authorised by the Committee.

3.3 Acknowledgements

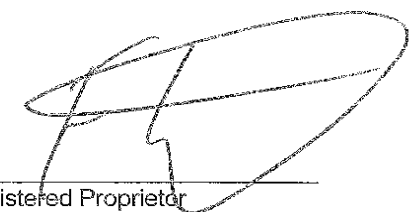
The Grantee and the Grantor acknowledge that:

- (a) the Easement Site is a Shared Facility;
- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
- (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

4. Right of carriageway variable width limited in stratum numbered 11 (R1) on the Plan

4.1 Terms of easement

- (a) The Grantee and any Authorised Person of the Grantee have the full, free and unimpeded right to enter, pass and repass:
 - (i) at all times;
 - (ii) on foot and by Vehicle;
 - (iii) over the Easement Site for the purpose of accessing the grease arrestor for maintenance, repair and replacement and do anything reasonably necessary for that purpose including:
 - (A) entering the Burdened Lot;


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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 8 of 16)

- (B) taking anything on to the Burdened Lot reasonably necessary for the purpose.

4.2 Obligations

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

- (a) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (c) only use the Easement Site for its intended purpose;
- (d) not to cause any damage to the Burdened Lot and any improvements on it;
- (e) comply with the Management Statement and any Rules; and
- (f) comply with any reasonable direction of the Committee or any person authorised by the Committee.

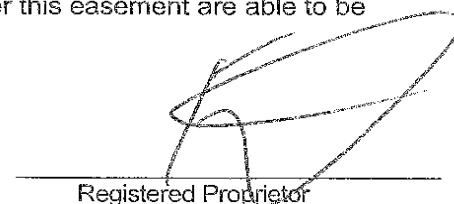
4.3 Acknowledgements

The Grantee and the Grantor acknowledge that:

- (a) the Easement Site is a Shared Facility;
- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
- (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.

4.4 Restriction on parking

- (a) The Grantee and its Authorised Persons must not:
 - (i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;
 - (ii) obstruct use of the Easement Site by any person.
- (b) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.


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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 9 of 16)

**5. Right of carriageway variable width limited in stratum numbered 12 (R2),
13 (R3) and 14 (R4) on the Plan**

5.1 Terms of easement

The Grantee and any Authorised Person of the Grantee have the full and free right to go, pass and repossess the Easement Site:

- (a) at all times;
- (b) for all purposes;
- (c) with or without Vehicles,

to access the Benefited Lot or any part of the Benefited Lot.

5.2 Obligations

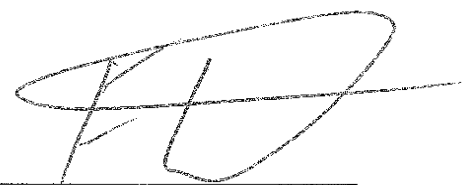
In exercising rights under this easement, the Grantee and any Authorised Persons must:

- (a) exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
- (b) cause as little inconvenience and noise as is practicable to the Grantor, any occupier of the Burdened Lot and any other Authorised Persons;
- (c) only use the Easement Site for its intended purpose;
- (d) not to cause any damage to the Burdened Lot and any improvements on it;
- (e) comply with the Management Statement and any Rules; and
- (f) comply with any reasonable direction of the Committee or any person authorised by the Committee.

5.3 Acknowledgements

The Grantee and the Grantor acknowledge that:

- (a) the Easement Site is a Shared Facility;
- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain the Shared Facilities and carry out the Works in relation to them;
- (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.



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DP1198999

ePlan

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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 10 of 16)

5.4 Restriction on parking

- (a) The Grantee and its Authorised Persons must not:
- (i) park or stand motor or other Vehicles on the Easement Site otherwise as permitted by the Committee or the Rules;
 - (ii) obstruct use of the Easement Site by any person.
- (b) If for any reason within the control of the Grantor a portion of the Easement Site is blocked or access is otherwise not available across the Easement Site, the Grantor must ensure that a reasonable alternative means of access to all parts of the Easement Site is provided during the time that the usual means of access is not available or denied so that the rights under this easement are able to be exercised.

6. General provisions

6.1 Expressions

- (a) The expression **Grantor** includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Burdened Lot or any part of it with which the right is capable of enjoyment.
- (b) The expression **Grantee** includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Benefited Lot or any part of it with which the right is capable of enjoyment.

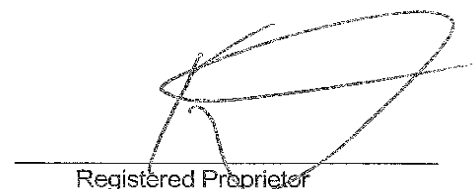
6.2 Obligation to comply

Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and
- (b) must use reasonable endeavours to ensure its Authorised Persons comply with the terms each relevant easement, covenant and restriction when exercising their rights or complying with their obligations in this Instrument.

6.3 Risk, release and indemnity

- (a) The Grantee exercising rights under this Instrument does so at its own risk.
- (b) The Grantee releases the Grantor from all Claims and demands of any kind and from all loss and liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of Grantee exercising rights under this Instrument, except to the extent they are caused or contributed by the wilful or negligent act or omission of the Grantor.


Registered Proprietor

DP1198999

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 11 of 16)

- (c) The Grantee indemnifies and agrees to keep indemnified the Grantor in relation to all Claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to the property or death or injury to any person as the result of the Grantee exercising rights under this Instrument, except to the extent they are caused or contributed by the wilful or negligent act or omission of the Grantor.

6.4 Strata Scheme

- (a) Where the Benefited Lot is the subject of a Strata Scheme, a reference to **Grantee** is a reference to:
- (i) a proprietor of a lot in the Strata Scheme or any person entitled under any Act to immediate possession of that Lot;
 - (ii) the Owners Corporation constituted on registration of the Strata Plan; and
 - (iii) any person authorised by either of the parties referred to in clauses 6.3(a)(i) and 6.3(a)(ii).
- (b) Where the Burdened Lot is the subject of a Strata Scheme, a reference to **Grantor** is a reference to the Owners Corporation constituted on registration of the Strata Plan to which the Strata Scheme relates.

6.5 Management Statement

If the use of an Easement Site or the costs relevant to the use, maintenance, repair, replacement or insurance of any Easement Site, covenant or restriction are covered or regulated by a Management Statement, then:

- (a) the terms of that Management Statement:
- (i) apply to that use or cost; and
 - (ii) bind the relevant Grantor and Grantee; and
- (b) to the extent of any inconsistency between the Management Statement and the terms of the relevant easement, covenant or restriction in this Instrument, then the terms of the Management Statement prevail to the extent of the inconsistency.

6.6 Structures

Notwithstanding anything to the contrary in this Instrument, where an Easement Site includes a structure, the right to use the Easement Site does not extend to the structure unless otherwise stated in the terms of the relevant easement.



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DP1198999

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 12 of 16)

7. Definitions and interpretation

7.1 Definitions

In this Instrument, the following words have the following meaning:

- (a) **Authorised Person** means a person, body or authority authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this Instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised Person includes:
 - (i) the Committee; and
 - (ii) the tenants, employees, agents, contractors, licensees and invitees of Grantee.
- (b) **Authority** means any national, state or local governmental, semi-government, quasi-government or other judicial authority or body having authority over or jurisdiction in respect of the Building.
- (c) **Benefited Lot** in connection with a restriction, easement or covenant the subject of this Instrument, means the Lot benefited by a relevant restriction, easement or covenant.
- (d) **Building** means the building erected on Lots 1, 2 and 3 in the Plan.
- (e) **Burdened Lot** in connection with a restriction, easement or covenant the subject of this Instrument, means the Lot burdened by a relevant restriction, easement or covenant.
- (f) **Claim** means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding or right of action.
- (g) **Committee** means the management committee constituted in accordance with the Management Statement.
- (h) **Conveyancing Act** means the *Conveyancing Act 1919* (NSW) as that Act may be amended from time to time and includes any regulations under that Act.
- (i) **Development Act** means the *Strata Schemes (Freehold Development) Act 1973* (NSW) as that Act may be amended from time to time and includes any regulations under that Act.
- (j) **Easement Site** means the site of an easement the subject of this Instrument.
- (k) **Emergency Equipment** includes fire extinguishers, fire hoses and any other available equipment designed for similar use.
- (l) **Equipment** includes materials, tools, implements, machinery and vehicles.



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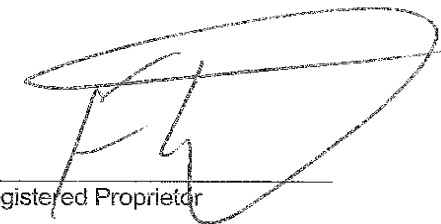
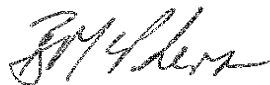
DP1198999

ePlan

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USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 13 of 16)

- (m) **Grantee** means:
- (i) the owner of a Benefited Lot; and
 - (ii) an Authority benefited (where applicable).
- (n) **Grantor** means the owner of the Burdened Lot.
- (o) **Instrument** means this instrument.
- (p) **Law** means:
- (i) any act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth of Australia and State of New South Wales; and
 - (ii) certificate, licence, consent, permit, approval or requirement of any organisation having jurisdiction over the Works.
- (q) **Lot** means a stratum lot in the Plan or a Strata Lot.
- (r) **Management Statement** means whichever of the building management statement of the strata management statement is in force in respect of the Building at the relevant time.
- (s) **Owners Corporation** means the owners corporation constituted on registration of a Strata Plan.
- (t) **Plan** means the plan to which this Instrument relates.
- (u) **Rules** has the meaning given to this term in the Management Statement.
- (v) **Scheduled of Works** means, in relation to any Works, a document containing:
- (i) a specification of the relevant Works;
 - (ii) a programme of the Works; and
 - (iii) a statement including the likely impact of the Works on the parties to an easement.
- (w) **Service** means any service in the Building, including water supply, gas supply, electricity supply, air conditioning, telephone service, internet service, digital transmission service, radio service, television service system for removal of sewage, system for removal of trade waste, water drainage system, mechanical ventilation system, fire safety or control system, hydraulic services, security system, escalators, lifts, closed circuit television video and audio services and any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety of the Building and includes those services that are Shared Facilities.


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DP1198999

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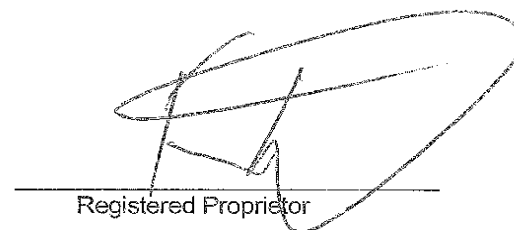
(Sheet 14 of 16)

- (x) **Service Equipment** means the structures, machinery, plant, equipment and things in the Building for the purpose of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, tank, mast, pole, aerial or other means by or through which a Service is or to be provided or its provision is to be facilitated.
- (y) **Shared Facility** has the meaning given to this term in the Management Statement.
- (z) **Strata Lot** means a lot in a Strata Plan.
- (aa) **Strata Plan** means a plan of subdivision under the Development Act.
- (bb) **Strata Scheme** means the strata scheme constituted on registration of a Strata Plan.
- (cc) **Vehicle** includes motor cars, motor cycles, bicycles and trucks.
- (dd) **Works** means repairs, maintenance, testing, examining, cleaning, relaying renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation and other works of any kind including construction.

7.2 Interpretation

In this Instrument, the following interpretations shall apply:

- (a) Words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an Owners Corporation and any other organisation or type of legal entity.
- (b) **Including** is not a word of limitation.
- (c) The words **at any time** mean at any time and from time to time.
- (d) **Maintain** includes keep clean and tidy.
- (e) A reference to a right or obligation of a person is a reference to a right or obligation of that person under this Instrument.
- (f) A reference to anything (including an amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- (g) Where this Instrument refers to a body which or Authority which no longer exists, unless otherwise prescribed by Law, it is taken to be substituted a body or Authority having substantially the same objects as the named body or Authority.



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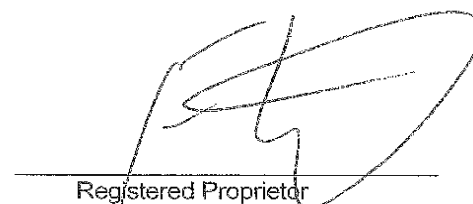
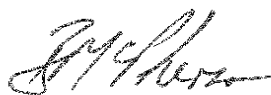
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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 15 of 16)

- (h) A reference to legislation or legislative provisions includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or that legislative provision.
- (i) A reference to a time is to that time in Sydney, New South Wales.
- (j) If a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day.
- (k) A requirement to do anything includes a requirement to cause that thing to be done.
- (l) A word that is derived from a defined word has a corresponding meaning.
- (m) The singular includes plural and vice versa.
- (n) Words importing one gender include all other genders.
- (o) Any notice, demand, approval, request, application or communication under this Instrument must be in writing.


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PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 16 of 16)

Signing

Signed on behalf of
**Combined Projects
(Canterbury) Pty Ltd**
under section 127 of
the *Corporations Act
2001* (Cth) by:

sign

the signatory states that he or she is the sole
director and sole secretary of the company

Fouad Deiri

full name

Signed on behalf of
**Commonwealth Bank
of Australia** by its
attorney under power
of attorney

sign

(attorney) the attorney states that he or she has
no notice of termination or suspension of the power

full name (attorney)

sign (witness)

the witness states that he or she is not a party and
was present when the attorney signed

full name (witness)

Book 4548

No 494

Dated 9/1/2008

PREERNA GUPTA

Level 9, 201 SUSSEX ST,
SYDNEY, NSW-2000

address (witness)

JMY Khan
AUTHORISED OFFICER
CANTERBURY-BANKSTOWN COUNCIL

REGISTERED



12.10.2016

Registered Proprietor

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AN244590K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property

CP/SP 94402

(B) LODGED BY

Document
Collection
Box

573X

Name, Address or DX, Telephone, and Customer Account Number if any

Network Strata Services Pty Limited 123421L

P O Box 265

HURSTVILLE BC NSW 1481

Reference: 94402

CODE

CH

- (C) The Owners-Strata Plan No. 94402 certify that a special resolution was passed on 21/11/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 4,5
- Amended by-law No. 13, 46
- as fully set out below:
- As set out in Annexure A

on COAL
off COAL AM 526807
on ci

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B_____.
- (G) The seal of The Owners-Strata Plan No. 94402 was affixed on 20/3/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

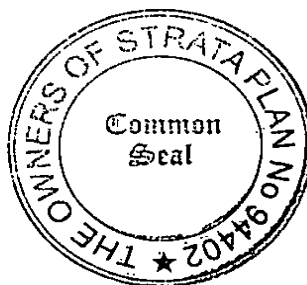
Name: Brad Wood

Authority: Netstrata-Managing Agent

Signature: _____

Name: _____

Authority: _____



Annexure A Change of By-Laws

Parties: 94402

Dated: 21 November 2017

Amend By-Law 46- Smoke Penetration as follows:

1 An Owner or Occupier of a lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property, except:

- (a) In an area designated as a smoking area by the Owners Corporation, or
- (b) With the written approval of the Owners Corporation.

2 A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

3 An Owner or Occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the common property or any other lot.

Amend By-law 13- Cleaning of Windows and Doors as follows:

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(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.

Special By-Law 4- Hanging Out of Washing

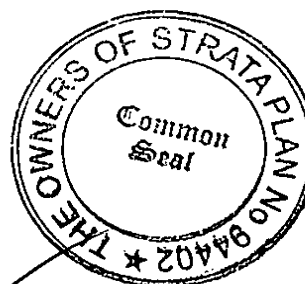
1) An owners or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.

2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.

3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

Special By-Law 5- Notice Board

That the Owners Corporation must cause a notice-board to be affixed to some part of the common property.





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

ANNEXURE B
By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 20/03/2018

1 Definitions

Act means Strata Schemes Management Act 1996 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 51.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;

(b) The Structure of the Lot;

(c) The internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);

(d) Common Property services; or

(e) Services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:

(f) Minor fit out works inside a Lot;

(g) Works or alterations to the interior of Common Property walls in a Lot; and

(h) Works which an Owner is entitled to carry out under an Exclusive Use By-Law, unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Car Wash Bay means the area of the Common Property designated for washing of vehicles.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Scheme.

Council means Canterbury-Bankstown Council.

Exclusive Use By-Laws means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Executive Committee means the executive committee of the Owners Corporation. Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Land means the land situated at 2 Charles Street Canterbury being the land formerly comprised in lot 1 deposited plan 1207156.

Lot means a lot in the Scheme.

Management Statement means the management statement registered on title of the Land.

Management Act means Strata Schemes Management Act 1996 (NSW). Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Combined Projects (Canterbury) Pty Ltd ACN 164467814 or any nominee as notified by Combined Projects (Canterbury) Pty Ltd ACN 164467814 to the Executive Committee.

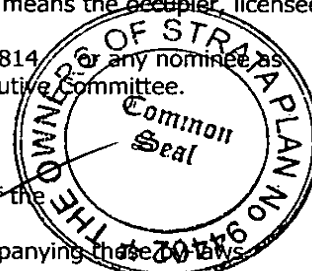
Owner means the registered proprietor of a Lot and includes:

(a) The lessee for the time being of a leasehold interest in the Lot; and

(b) A mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these By-Laws.



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Legislation means the Strata Schemes (Freehold Development) Act 1973 (NSW), the Strata Schemes Management Act 1996 (NSW) and any other law or subsidiary legislation applicable to strata schemes.

Strata Manager means the person appointed from time to time under Part 4 of Chapter 2 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws

2 Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executor, administrators, successors, substitutes (including, with limitation) persons taking by novation and assign; and
- (d) headings are for convenience and do not effect the interpretation of these by-laws.
- (e) unenforceability of a part or provision of these by-laws does not effect the enforceability of any other part or provision.

3 Noise

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

3.2 Noise from the operation of any plant or equipment, including pool pumps and the operation of the garage door at the premises shall not exceed 5dB(A) above the background noise level.

4 Vehicles

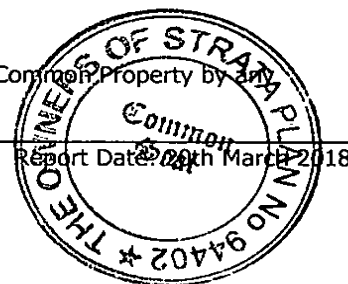
(a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

(b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.

(c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.

5 Obstruction of Common Property

An Owner or Occupier must not obstruct or allow the obstruction of the legal use of Common Property by any person except on a temporary and non-recurring basis.





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P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402 2 CHARLES STREET CANTERBURY

6 Damage to Lawns and Plants on Common Property

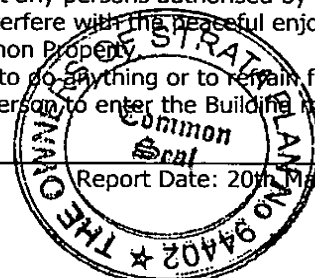
- 6.1 An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property; or
 - (b) use for his or her own purposes as a garden any portion of the common property.

7 Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.
- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (i) Any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;
 - (ii) Any screen or other device to prevent entry of animals or insects on the Owner's Lot;
 - (iii) Any structure or device to prevent harm to children; or
 - (iv) Any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot, unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) 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.
- (e) Despite section 62 of the Act, the Owner of a Lot must:
 - (i) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7 (c) that forms part of Common Property and that services the Lot; and
 - (ii) Repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.
- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8 Behaviour of Owners and Occupiers

- (a) 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.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.





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P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

9 Children playing on Common Property in Building

(a) An Owner or Occupier 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 car parking or recreational area or other area of possible danger or hazard to children.

(b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10 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

11 Depositing rubbish and other material on Common Property

11.1 General requirements

Owners and Occupiers must not deposit or leave garbage or recyclable materials:

- (a) On Common Property (other than in the garbage room or a garbage chute according to this by-law); or
- (b) In an area of their Lot which is visible from outside the Lot.

11.2 Obligations

Owners and Occupiers must:

- (a) Drain and securely wrap household garbage and put it in the garbage chute on their level of the Building;
- (b) Leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;
- (c) Drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) Recycle garbage according to instructions from the Owners Corporation and Council; and
- (e) Contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

11.3 Garbage Chutes

Owners and Occupiers must not place:

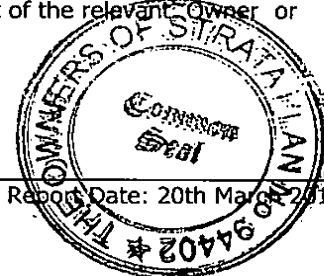
- (a) Bottles or glass;
- (b) Liquids;
- (c) Items that weigh more than 2.5 kilograms; or
- (d) Boxes or large items, in a garbage chute.

11.4 Owners Corporation responsibility

The Owners Corporation must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

12 Washing , Curtains





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

An Owner or Occupier may not:

- (a) Dry, air or display clothing other than in areas designated for that purpose by the Building Manager;
- (b) Without the consent of the Executive Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot; or
- (c) Treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13 Cleaning Windows and Doors

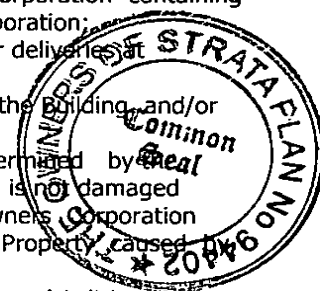
Standard By-Laws 13 was repealed by the Owners Corporation on 21/11/2017

14 Storage of Inflammable Liquids and Other Substances and Materials

- (a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.
- (b) This by-law does not apply to chemicals, liquids or gases or other material used or intended to be for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15 Moving and Delivering Furniture and Goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
 - (i) Comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
 - (ii) Repair any damage they (or the person making the delivery) cause to Common Property; and
 - (iii) If they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
 - (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
 - (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
 - (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building, and/or restricted to using a particular lift or lifts nominated by the Owners Corporation; and
 - (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.
- (d) The Owners Corporation may appoint a Building Manager and/or a Strata Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (i) Make arrangements with the person so appointed when they move in or out of the Building; and



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

(ii) Comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16 Floor Coverings

(a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

(b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the

Owners Corporation, which consent may be withheld in its absolute discretion.

(c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:

(i) The impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia;

(ii) The Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and

(iii) Following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.

(d) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.

(e) By-law 16(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

17 Garbage Disposal

(a) An Owner or Occupier of a Lot that does not have shared receptacles for garbage, recyclable material or waste:

(i) Must maintain such receptacles within the Lot, or on such part of Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;

(ii) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

(iii) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;

(iv) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph

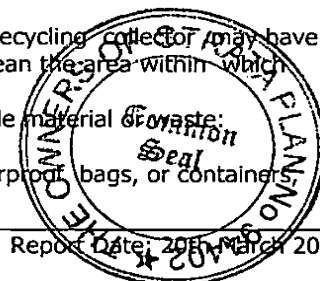
(v) Must not place anything in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and

(vi) Must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(b) An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:

(i) Must ensure that:

(A) Recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak; and



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

- (B) Before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines; and
- (ii) Must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18 Keeping of animals

- (a) Subject to section 49(4) of the Act, an Owner or Occupier must not, without the written consent of the Executive Committee, keep any animal on its Lot or on Common Property.
- (b) A request for written consent of the Executive Committee must include:
- (i) Details of the type and size (including weight) of the animal; and
 - (ii) A photograph of the animal, and consent will not be granted for an animal other than a: (i) cat; or (ii) Dog weighing less than 10kg (other than a dangerous dog as defined in the Companion Animals Act 1998); or
 - (iii) Caged bird; and/or
 - (iv) Fish in a secure aquarium; or
 - (v) Any other small animal approved by the Executive Committee.
- (c) An Owner or Occupier must ensure that its cat, dog or caged bird is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (d) An Owner and Occupier must ensure that its cat, dog or bird:
- (i) Is kept within the Lot whenever practicable;
 - (ii) Is carried, leashed, caged or otherwise kept under control when on the Common Property;
 - (iii) Is prevented from fouling the Common Property and that any such fouling is immediately removed; and
 - (iv) Does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.
- (e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- (f) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Executive Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.
- (g) Nothing in this by-law overrides the operation of the Companion Animals Act 1998.

19 Appearance of Lot

- (a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

Report Date: 20th March 2028





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

(b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.

(c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):

- (i) The display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
- (ii) Satellite dishes or antennas.

20 Change in use of Lot to be notified

(a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non-residential purposes).

(b) Notwithstanding by-law 20(a), the Owner or Occupier is only permitted to use the Lot for residential purposes.

21 Fire Safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property.

22 Prevention of Hazards

22.1 The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of any other lot or any person lawfully using the common property.

23 Selling and Leasing Activities

(a) The Original Proprietor may on Common Property and any Lot owned by the Original Proprietor:

- (i) Maintain selling and leasing offices and facilities;
- (ii) Install, affix and maintain signs in connection with those selling and leasing activities; and
- (iii) Conduct selling, leasing and auction activities.

(b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

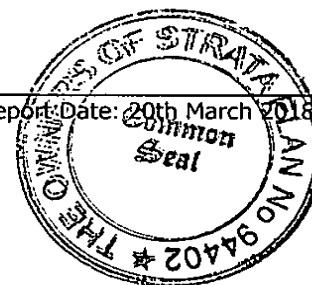
24 Security

24.1 Rights and obligations of the Owners Corporation The Owners Corporation must take reasonable steps to:

- (a) Stop intruders coming into the Building; and
- (b) Prevent fires and other hazards.

24.2 Installation of security equipment

Report Date: 20th March 2018





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

Subject to this by-law, 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 Building.

24.3 Restricting access to Common Property

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 Building where an Owner or Occupier does not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
- (c) Allow security personnel to use part of Common Property to operate or monitor security of the Building.

24.4 Obligations

An Owner or Occupier must not:

- (a) Interfere with security cameras or surveillance equipment; or
- (b) Do anything that might prejudice the security or safety of the Building.

25 Security Keys

25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

25.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park. This will be determined by reference to how many car spaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

25.3 Ownership

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) Re-code Security Keys;
- (b) Require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) Make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

25.5 Obligations

Owners and Occupiers 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) Return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) Notify the Owners Corporation immediately if they lose a Security Key.

25.6 Prohibitions

An Owner or Occupier must not:

- (a) Copy a Security Key; or
- (b) Give a Security Key to someone who is not an Owner or Occupier.

26 Management Statement



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

- (a) The Management Statement contains rules which affect the Scheme.
- (b) An Owner or Occupier and the Owners Corporation must comply with the Management Statement.
- (c) If there is any inconsistency between the terms of the Management Statement and these by-laws, the Management Statement will prevail.
- (d) A breach of the rules contained in the Management Statement amounts to a breach of these by-laws.

27 Air conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (unit) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Executive Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word "unit" where ever it appears in those paragraphs.
- (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28 Hot Water Systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

Report Date: 20th March 2018





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402 **2 CHARLES STREET CANTERBURY**

29 Structural Support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30 Access to Inspect or Read Meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Building Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31 Controls on Hours of Operation and Use of Facilities

(a) The Executive Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:

- (i) That non-residential activities may be conducted on a Lot or Common Property only during certain times;
- (ii) That facilities situated on the Common Property may be used only during certain times or on certain conditions; and
- (iii) That deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in by law31 (a).

32 Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33 Loading and Unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34 Unobstructed Driveways and Parking Areas





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

(a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.

(b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:

- (i) Washing vehicles (other than the car wash bay area); and/or
- (ii) Repairing, modifying and/or maintaining any vehicle whatsoever.

35 Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36 Noise Control - Plant and Machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB (A) above the background noise level when measured at the boundary of the Lot.

37 Public Access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

38 Energy and Water Rated Appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

39 Failure to Comply with By-Laws

(a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.

(b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:

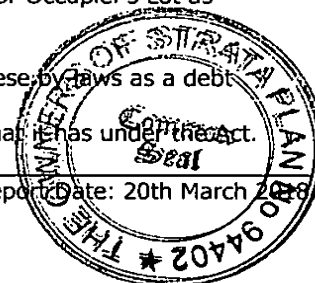
(i) Give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier; and

(ii) Pay the Owners Corporation the costs incurred for doing the work.

(c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.

(d) The rights of the Owners Corporation under this by-law 39 are in addition to those that it has under the Act.

Report Date: 20th March 2018





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402 2 CHARLES STREET CANTERBURY

40 Cleaning of Lot and Range Hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

41 Products Used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

42 Balconies

42.1 What can be kept on a Balcony

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) It is a type approved by the Owners Corporation;
- (b) It is of a standard commensurate with the standard of the Building;
- (c) It will not (or is not likely to) cause damage;
- (d) It is not (or is not likely to become) dangerous; and
- (e) It is not likely to be blown off or fall from the Balcony.

42.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

42.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

42.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

42.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

42.6 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

42.7 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 42, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) Damage to a Lot or to Common Property;
- (b) Damage or injury to any person.

43 Storing and Operating a Barbeque



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

43.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) It is a type approved under by-law 43.2;
- (b) It will not (or is not likely to) cause damage;
- (c) It is not (or is not likely to become) dangerous;
- (d) It is kept covered when not in operation;
- (e) It is kept clean and tidy; and
- (f) They comply with this by-law.

43.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) A covered gas or electric portable barbeque; or
- (b) Any other type approved by the Owners Corporation.

43.3 Operating a barbeque

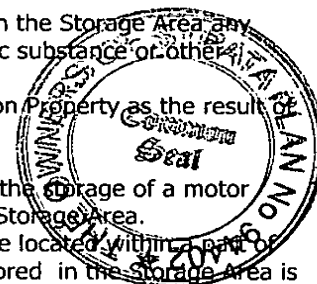
- (a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

44 Carwash Bays

- (a) An Owner or Occupier may only use the Car Wash Bay for the purpose of washing his or her vehicle for a reasonable period:
 - (i) Between the hours of 8 am and 9 pm; or
 - (ii) During hours stipulated by the Owners Corporation.
- (b) An Owner or Occupier must not allow the Car Wash Bay to be used as visitor parking or temporary parking, except with the prior written permission from the Owners Corporation.
- (c) An Owner or Occupier must:
 - (i) Turn off all taps in the Car Wash Bay after using;
 - (ii) Use the water provided in the Car Wash Bay for car wash purposes only for a reasonable period;
 - (iii) Have regard to the safety of pedestrians and traffic;
 - (iv) Not perform degreasing, engine washing or mechanical work in the Car Wash Bay; and
 - (v) Remove the vehicle from the Car Wash Bay immediately after washing together with removing any items including but not limited to garbage.

45 Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (i) Not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (ii) Be responsible for the repair of any damage caused to the Storage Area and Common Property as the result of the use of the Storage Area; and
 - (iii) Ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.
- (c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any item stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402 **2 CHARLES STREET CANTERBURY**

46 Smoking

Standard By-Laws 46 was repealed by the Owners Corporation on 21/11/2017

47 Provision of Amenities and Services

(a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (i) Window cleaning;
 - (ii) Garbage disposal and recycling services;
 - (iii) Electricity, water or gas supply;
 - (iv) Telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in by-law 47(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

48 Building Works

48.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out the Building Works.

48.2 Procedures before carrying out the Building Works

Before carrying out the Building Works, Owners and Occupiers must:

- (a) Obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) Find out where service lines and pipes are located;
- (c) Obtain consent from the Owners Corporation if the proposed Building Works propose to interfere with or interrupt services; and
- (d) Give the Owners Corporation a written notice at least 14 days before starting the Building Works.

48.3 Procedures when carrying out Building Works

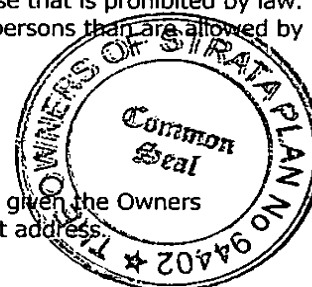
- Owners and Occupiers carrying out the Building Works, must:
- (a) Use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
 - (b) Carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
 - (c) Repair any damage caused to Common Property or the property of another Owner or Occupier.

49 Compliance with Planning and Other Requirements

- (a) The Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must ensure that their Lot is not occupied by more persons than are allowed by law to occupy the Lot.

50 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402 2 CHARLES STREET CANTERBURY

51 Building Manager

51.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Building.

51.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

51.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) Caretaking, supervising and servicing Common Property;
- (b) Supervising cleaning and garbage removal services;
- (c) Supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) Coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) Coordinating the carrying out of Building Works;
- (f) Managing the Security Keys and providing Security Keys according to these by-laws;
- (g) Providing services to the Owners Corporation, Owners and Occupiers;
- (h) Supervising employees and contractors of the Owners Corporation;
- (i) Supervising the Building generally;
- (j) The provision of concierge services; and
- (k) Doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

52 Access Rights

For the purpose of section 65(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 65(1) of the Act, if the Owners Corporation provides 7 days written notice to the Owner or Occupier of its intention to so enter the Lot.

53 NBN Co Limited Rights

53.1 Background

- (a) NBN Co Limited (NBN Co) has installed equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).
- (b) NBN Co has installed the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
- (c) The Pathways are located on the Common Property which is under the control of the Owners Corporation.

53.2 Owners Corporation obligations

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

- (a) Not use, alter or interfere with the Pathways in which the Equipment is located;
- (b) Not prevent NBN Co or its contractor from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
- (c) Allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
- (d) Not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co; and



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

(e) Notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

53.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

(a) Acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);

(b) Acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and

(c) Waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Site, including if NBN Co needs to access the Pathways in the future for maintenance activities.

53.4 Entering into agreements

(a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms

substantially similar to the those contained in paragraph 53.2 above.

(b) The Owners Corporation has the authority to, and must grant a license to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-license or transfer its license to any other party that supplies equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-license or transfer.

54 Bicycle Storage

An owner or occupier must not:

(a) Permit any bicycle to be stored in the Common Property except in designated areas; or

(b) Permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways, garden areas, walkways, Balcony, or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

The Following are the Special By-laws registered with the scheme.

1 Installation of Parking Bollard

Registration Date: 23/06/2017

Each owner for the time being of each lot in the strata scheme is conferred with the right to install a yellow coloured steel 'that's my spot', parking barrier/bollard (hereinafter referred to as "Bollard") to service the owners lot (car space) within the strata scheme subject to the following terms and conditions:

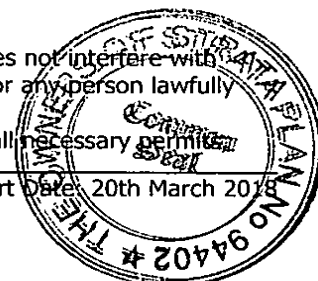
(a) The owners of any lot proposing to undertake the installation of a parking bollard must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the parking barrier is to be installed;

(b) the parking bollard must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(c) the parking bollard must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;

(d) the owners of any lot undertaking the installation of a parking bollard must obtain all necessary permits;

Report Date: 20th March 2017





Tel: 1300 NETSTRATA P.O. Box 265
Fax: 1300 644 402 HURSTVILLE BC 1481

By-Laws

Strata Plan 94402 2 CHARLES STREET CANTERBURY

licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of the parking bollard must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the parking bollard must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(g) the parking bollard must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(h) any costs for repairs or replacement of the parking bollard shall be borne by the lot owner in which the parking barrier services at no cost to the Owners Corporation;

(i) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the parking bollard is to be replaced or renewed;

In the event that an owner or occupier of a lot to which the parking bollard is installed, after notice, fails to comply with any matters set out in conditions (a) to (i) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the parking bollard.

2 Modifications and Additions

Registration Date: 23/06/2017

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;

(b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;

(c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;

(d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons and be certified by an engineer to not cause damage(s) to common property;

(f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance.

3 Installation of Storage Box

Registration Date: 23/06/2017

(1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a

Report Date: 20th March 2018





Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402 2 CHARLES STREET CANTERBURY

Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
 - (b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
 - (d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
 - (e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
 - (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

4 Hanging Out Washing

Registration Date: 20/03/2018

- 1) An owner or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.
- 2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.
- 3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

5 Notice Board

Registration Date: 20/03/2018

That the Owners Corporation must cause a notice-board to be affixed to some part of the common property.

BL13 Cleaning Windows and Doors amended as follows:

Registration Date: 20/03/2018



Report Date: 20th March 2018



Tel: 1300 NETSTRATA
Fax: 1300 644 402

P.O. Box 265
HURSTVILLE BC 1481

By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(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.

BL46 Smoke Penetration amended as follows:

Registration Date: 20/03/2018

1 An Owner or Occupier of a lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property, except:

- (a) in an area designated as a smoking area by the Owners Corporation, or
- (b) with the written approval of the Owners Corporation.

2 A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

3 An Owner or Occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the common property or any other lot.



Report Date: 20th March 2018

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan 94402 was affixed on 20 March 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:

Name: **Brad Wood of Netstrata**



Authority: **Appointed Managing Agent**

Lodger Details

Lodger Code 508387N
Name MOIRS LAW
Address 280 RAILWAY PDE
CARLTON 2218
Lodger Box 1W
Email CONSOLIDATIONS@MOIRSLAW.COM.AU
Reference 230011

Land Registry Document Identification

AU739826

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP94402	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP94402
Other legal entity

Meeting Date

07/11/2024

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-Law 21, 22

Amended by-law No.

Details N/A

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP94402
Signer Name JAMES WILLIAM MOIR
Signer Organisation MOIRS LAW PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/01/2025



By-Laws

Electronic signature of me, Andrew Tunks,
affixed by me, on 29/11/24 at 10:00 AM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 94402

2 CHARLES STREET CANTERBURY

"Annexure A"

The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 27/10/2016

1 Definitions

Act means Strata Schemes Management Act 1996 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the building constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 51.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;

(b) The Structure of the Lot;

(c) The internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);

(d) Common Property services; or

(e) Services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:

(f) Minor fit out works inside a Lot;

(g) Works or alterations to the interior of Common Property walls in a Lot; and

(h) Works which an Owner is entitled to carry out under an Exclusive Use By-Law, unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Car Wash Bay means the area of the Common Property designated for washing of vehicles.

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Scheme.

Council means Canterbury-Bankstown Council.

Exclusive Use By-Laws means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Executive Committee means the executive committee of the Owners Corporation. Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Land means the land situated at 2 Charles Street Canterbury being the land formerly comprised in lot 1 deposited plan 1207156.

Lot means a lot in the Scheme.

Management Statement means the management statement registered on title of the Land.

Management Act means Strata Schemes Management Act 1996 (NSW). Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Combined Projects (Canterbury) Pty Ltd ACN 164467814 or any nominee as notified by Combined Projects (Canterbury) Pty Ltd ACN 164467814 to the Executive Committee.

Owner means the registered proprietor of a Lot and includes:

(a) The lessee for the time being of a leasehold interest in the Lot; and

(b) A mortgagee in possession of the Lot.

Owners Corporation means the owners corporation established on registration of the Strata Plan.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.



Report Date: 29th November 2024



By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

Strata Legislation means the Strata Schemes (Freehold Development) Act 1973 (NSW), the Strata Schemes Management Act 1996 (NSW) and any other law or subsidiary legislation applicable to strata schemes.

Strata Manager means the person appointed from time to time under Part 4 of Chapter 2 of the Act in relation to the Scheme.

Strata Plan means the strata plan registered with these by-laws

2 Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executor, administrators, successors, substitutes (including, with limitation) persons taking by novation and assign; and
- (d) headings are for convenience and do not effect the interpretation of these by-laws.
- (e) unenforceability of a part or provision of these by-laws does not effect the enforceability of any other part or provision.

3 Noise

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

3.2 Noise from the operation of any plant or equipment, including pool pumps and the operation of the garage door at the premises shall not exceed 5dB(A) above the background noise level.

4 Vehicles

Standard By-Law 4 was repealed by the Owners Corporation on 18/11/2020

5 Obstruction of Common Property

An Owner or Occupier must not obstruct or allow the obstruction of the legal use of Common Property by any person except on a temporary and non-recurring basis.

6 Damage to Lawns and Plants on Common Property

6.1 An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property; or

Report Date: 29th November 2024



Strata Plan 94402

2 CHARLES STREET CANTERBURY

(b) use for his or her own purposes as a garden any portion of the common property.

7 Damage to Common Property

(a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.

(b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.

(c) This by-law does not prevent an Owner or person authorised by an Owner from installing:

(i) Any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot;

(ii) Any screen or other device to prevent entry of animals or insects on the Owner's Lot';

(iii) Any structure or device to prevent harm to children; or

(iv) Any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot, unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.

(d) 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.

(e) Despite section 62 of the Act, the Owner of a Lot must:

(i) Maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7

(c) that forms part of Common Property and that services the Lot; and

(ii) Repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.

(f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8 Behaviour of Owners and Occupiers

(a) 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.

(b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.

(c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9 Children playing on Common Property in Building



Strata Plan 94402

2 CHARLES STREET CANTERBURY

(a) An Owner or Occupier 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 car parking or recreational area or other area of possible danger or hazard to children.

(b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

10 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

11 Depositing rubbish and other material on Common Property

11.1 General requirements

Owners and Occupiers must not deposit or leave garbage or recyclable materials:

- (a) On Common Property (other than in the garbage room or a garbage chute according to this by-law); or
- (b) In an area of their Lot which is visible from outside the Lot.

11.2 Obligations

Owners and Occupiers must:

- (a) Drain and securely wrap household garbage and put it in the garbage chute on their level of the Building;
- (b) Leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;
- (c) Drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) Recycle garbage according to instructions from the Owners Corporation and Council; and
- (e) Contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

11.3 Garbage Chutes

Owners and Occupiers must not place:

- (a) Bottles or glass;
- (b) Liquids;
- (c) Items that weigh more than 2.5 kilograms; or
- (d) Boxes or large items, in a garbage chute.

11.4 Owners Corporation responsibility

The Owners Corporation must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

12 Washing , Curtains

An Owner or Occupier may not:

- (a) Dry, air or display clothing other than in areas designated for that purpose by the



Strata Plan 94402

2 CHARLES STREET CANTERBURY

Building Manager;

(b) Without the consent of the Executive Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot; or

(c) Treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13 Cleaning Windows and Doors

Standard By-Law 13 was repealed by the Owners Corporation on 21/11/2017

14 Storage of Inflammable Liquids and Other Substances and Materials

(a) An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on Common Property any inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.

(b) This by-law does not apply to chemicals, liquids or gases or other material used or intended to be for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

15 Moving and Delivering Furniture and Goods

(a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.

(b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:

(i) Comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;

(ii) Repair any damage they (or the person making the delivery) cause to Common Property; and

(iii) If they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

(c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:

(i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;

(ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;

(iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation; and

(iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

(d) The Owners Corporation may appoint a Building Manager and/or a Strata Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

(i) Make arrangements with the person so appointed when they move in or out of the Building; and

(ii) Comply with the requirements of the person so appointed when they take deliveries or move furniture or



Strata Plan 94402

2 CHARLES STREET CANTERBURY

goods through the Building.

16 Floor Coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (i) The impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia;
 - (ii) The Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (iii) Following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person to demonstrate that this by-law has been complied with.
- (d) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 16(c)(ii) does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering, treatment or surface.

17 Garbage Disposal

- (a) An Owner or Occupier of a Lot that does not have shared receptacles for garbage, recyclable material or waste:
 - (i) Must maintain such receptacles within the Lot, or on such part of Common Property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered;
 - (ii) Must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (iii) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected;
 - (iv) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the Lot or other area referred to in paragraph
 - (v) Must not place anything in the receptacles of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier; and
 - (vi) Must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (b) An Owner or Occupier of a Lot that has shared receptacles for garbage, recyclable material or waste:
 - (i) Must ensure that:
 - (A) Recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak; and
 - (B) Before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or



Strata Plan 94402

2 CHARLES STREET CANTERBURY

waste, separated and prepared in accordance with the applicable recycling guidelines; and

(ii) Must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(c) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.

(d) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

18 Keeping of animals

Standard By-Law 18 was repealed by the Owners Corporation on 15/11/2022

19 Appearance of Lot

(a) The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building.

(b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.

(c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):

(i) The display of "for sale" or "for lease" signs, or any other form of notice or advertising; and

(ii) Satellite dishes or antennas.

20 Change in use of Lot to be notified

(a) An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non-residential purposes).

(b) Notwithstanding by-law 20(a), the Owner or Occupier is only permitted to use the Lot for residential purposes.

21 Fire Safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property.

22 Prevention of Hazards

22.1 The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of any



Strata Plan 94402

2 CHARLES STREET CANTERBURY

other lot or any person lawfully using the common property.

23 Selling and Leasing Activities

(a) The Original Proprietor may on Common Property and any Lot owned by the Original Proprietor:

- (i) Maintain selling and leasing offices and facilities;
- (ii) Install, affix and maintain signs in connection with those selling and leasing activities; and
- (iii) Conduct selling, leasing and auction activities.

(b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

24 Security

24.1 Rights and obligations of the Owners Corporation The Owners Corporation must take reasonable steps to:

- (a) Stop intruders coming into the Building; and
- (b) Prevent fires and other hazards.

24.2 Installation of security equipment

Subject to this by-law, 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 Building.

24.3 Restricting access to Common Property

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 Building where an Owner or Occupier does not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
- (c) Allow security personnel to use part of Common Property to operate or monitor security of the Building.

24.4 Obligations

An Owner or Occupier must not:

- (a) Interfere with security cameras or surveillance equipment; or
- (b) Do anything that might prejudice the security or safety of the Building.

25 Security Keys

25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

25.2 Number of Security Keys per Lot

(a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.

(b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Building car park. This will be determined by reference to how many car spaces each Lot has.

(c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

25.3 Ownership

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:



By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

- (a) Re-code Security Keys;
- (b) Require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) Make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

25.5 Obligations

Owners and Occupiers 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) Return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) Notify the Owners Corporation immediately if they lose a Security Key.

25.6 Prohibitions

An Owner or Occupier must not:

- (a) Copy a Security Key; or
- (b) Give a Security Key to someone who is not an Owner or Occupier.

26 Management Statement

- (a) The Management Statement contains rules which affect the Scheme.
- (b) An Owner or Occupier and the Owners Corporation must comply with the Management Statement.
- (c) If there is any inconsistency between the terms of the Management Statement and these by-laws, the Management Statement will prevail.
- (d) A breach of the rules contained in the Management Statement amounts to a breach of these by-laws.

27 Air conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (unit) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Executive Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.
- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least fourteen (14) days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of

Report Date: 29th November 2024



Strata Plan 94402

2 CHARLES STREET CANTERBURY

the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word "unit" where ever it appears in those paragraphs.

(i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28 Hot Water Systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.
- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29 Structural Support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30 Access to Inspect or Read Meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Building Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31 Controls on Hours of Operation and Use of Facilities

- (a) The Executive Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:
 - (i) That non-residential activities may be conducted on a Lot or Common Property only during certain times;
 - (ii) That facilities situated on the Common Property may be used only during certain times or on certain conditions; and



Strata Plan 94402

2 CHARLES STREET CANTERBURY

(iii) That deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in by law31 (a).

32 Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33 Loading and Unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34 Unobstructed Driveways and Parking Areas

(a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.

(b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:

- (i) Washing vehicles (other than the car wash bay area); and/or
- (ii) Repairing, modifying and/or maintaining any vehicle whatsoever.

35 Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

36 Noise Control - Plant and Machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB (A) above the background noise level when measured at the boundary of the Lot.

37 Public Access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.



By-Laws

Strata Plan 94402 **2 CHARLES STREET CANTERBURY**

38 Energy and Water Rated Appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

39 Failure to Comply with By-Laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
- (i) Give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier; and
 - (ii) Pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 39 are in addition to those that it has under the Act.

40 Cleaning of Lot and Range Hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

41 Products Used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

42 Balconies

42.1 What can be kept on a Balcony

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) It is a type approved by the Owners Corporation;
- (b) It is of a standard commensurate with the standard of the Building;
- (c) It will not (or is not likely to) cause damage;
- (d) It is not (or is not likely to become) dangerous; and
- (e) It is not likely to be blown off or fall from the Balcony.

42.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like



Strata Plan 94402

2 CHARLES STREET CANTERBURY

equipment on the Balcony of their Lot.

42.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

42.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

42.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

42.6 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

42.7 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 42, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) Damage to a Lot or to Common Property;
- (b) Damage or injury to any person.

43 Storing and Operating a Barbeque

43.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) It is a type approved under by-law 43.2;
- (b) It will not (or is not likely to) cause damage;
- (c) It is not (or is not likely to become) dangerous;
- (d) It is kept covered when not in operation;
- (e) It is kept clean and tidy; and
- (f) They comply with this by-law.

43.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) A covered gas or electric portable barbeque; or
- (b) Any other type approved by the Owners Corporation.

43.3 Operating a barbeque

- (a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

44 Carwash Bays

(a) An Owner or Occupier may only use the Car Wash Bay for the purpose of washing his or her vehicle for a reasonable period:

- (i) Between the hours of 8 am and 9 pm; or
- (ii) During hours stipulated by the Owners Corporation.

(b) An Owner or Occupier must not allow the Car Wash Bay to be used as visitor parking or temporary parking, except with the prior written permission from the Owners Corporation.

(c) An Owner or Occupier must:



Strata Plan 94402

2 CHARLES STREET CANTERBURY

- (i) Turn off all taps in the Car Wash Bay after using;
- (ii) Use the water provided in the Car Wash Bay for car wash purposes only for a reasonable period;
- (iii) Have regard to the safety of pedestrians and traffic;
- (iv) Not perform degreasing, engine washing or mechanical work in the Car Wash Bay; and
- (v) remove the vehicle from the Car Wash Bay immediately after washing together with removing any items including but not limited to garbage.

45 Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (i) Not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (ii) Be responsible for the repair of any damage caused to the Storage Area and Common Property as the result of the use of the Storage Area; and
 - (iii) Ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.
- (c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any item stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

46 Smoking

Standard By-Law 46 was repealed by the Owners Corporation on 21/11/2017

47 Provision of Amenities and Services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) Window cleaning;
 - (ii) Garbage disposal and recycling services;
 - (iii) Electricity, water or gas supply;
 - (iv) Telecommunication services (for example, cable television).
- (b) If the Owners Corporation makes a resolution referred to in by-law 47(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

48 Building Works

48.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out the Building Works.

48.2 Procedures before carrying out the Building Works

Before carrying out the Building Works, Owners and Occupiers must:



Strata Plan 94402

2 CHARLES STREET CANTERBURY

- (a) Obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) Find out where service lines and pipes are located;
- (c) Obtain consent from the Owners Corporation if the proposed Building Works propose to interfere with or interrupt services; and
- (d) Give the Owners Corporation a written notice at least 14 days before starting the Building Works.

48.3 Procedures when carrying out Building Works Owners and Occupiers carrying out the Building Works, must:

- (a) Use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) Carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) Repair any damage caused to Common Property or the property of another Owner or Occupier.

49 Compliance with Planning and Other Requirements

- (a) The Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must ensure that their Lot is not occupied by more persons than are allowed by law to occupy the Lot.

50 Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

51 Building Manager

51.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Building.

51.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

51.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) Caretaking, supervising and servicing Common Property;
- (b) Supervising cleaning and garbage removal services;
- (c) Supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) Coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) Coordinating the carrying out of Building Works;
- (f) Managing the Security Keys and providing Security Keys according to these by-laws;
- (g) Providing services to the Owners Corporation, Owners and Occupiers;
- (h) Supervising employees and contractors of the Owners Corporation;
- (i) Supervising the Building generally;
- (j) The provision of concierge services; and
- (k) Doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

52 Access Rights



Strata Plan 94402

2 CHARLES STREET CANTERBURY

For the purpose of section 65(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot, to perform any work described in section 65(1) of the Act, if the Owners Corporation provides 7 days written notice to the Owner or Occupier of its intention to so enter the Lot.

53 NBN Co Limited Rights

53.1 Background

(a) NBN Co Limited (NBN Co) has installed equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).

(b) NBN Co has installed the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).

(c) The Pathways are located on the Common Property which is under the control of the Owners Corporation.

53.2 Owners Corporation obligations

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

(a) Not use, alter or interfere with the Pathways in which the Equipment is located;

(b) Not prevent NBN Co or its contractor from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;

(c) Allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;

(d) Not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co; and

(e) Notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

53.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

(a) Acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);

(b) Acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and

(c) Waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Site, including if NBN Co needs to access the Pathways in the future for maintenance activities.

53.4 Entering into agreements

(a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to the those contained in paragraph 53.2 above.

(b) The Owners Corporation has the authority to, and must grant a license to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-license or transfer its license to any other party that supplies equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-license or transfer.

54 Bicycle Storage

An owner or occupier must not:

(a) Permit any bicycle to be stored in the Common Property except in designated areas; or

(b) Permit any bicycle to be brought into any part of the Common Property including the foyer, stairwells, hallways,



Strata Plan 94402

2 CHARLES STREET CANTERBURY

garden areas, walkways, Balcony, or other parts of the Common Property as may be designated by the Owners Corporation from time to time.

The Following are the Special By-laws registered with the scheme.

1 Installation of Parking Bollard

Registration Date: 23/06/2017

Each owner for the time being of each lot in the strata scheme is conferred with the right to install a yellow coloured steel 'that's my spot', parking barrier/bollard (hereinafter referred to as "Bollard") to service the owners lot (car space) within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of a parking bollard must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the parking barrier is to be installed;
 - (b) the parking bollard must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the parking bollard must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
 - (d) the owners of any lot undertaking the installation of a parking bollard must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of the parking bollard must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the parking bollard must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (g) the parking bollard must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (h) any costs for repairs or replacement of the parking bollard shall be borne by the lot owner in which the parking barrier services at no cost to the Owners Corporation;
 - (i) the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the parking bollard is to be replaced or renewed;
- In the event that an owner or occupier of a lot to which the parking bollard is installed, after notice, fails to comply with any matters set out in conditions (a) to (i) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the parking bollard.

2 Modifications and Additions

Registration Date: 23/06/2017

Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the 'devices') to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;



Strata Plan 94402

2 CHARLES STREET CANTERBURY

- (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
- (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
- (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons and be certified by an engineer to not cause damage(s) to common property;
- (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance.

3 Installation of Storage Box

Registration Date: 23/06/2017

- (1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:
 - (a) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
 - (b) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
 - (d) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;
 - (e) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (f) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
 - (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14)

Report Date: 29th November 2024



Strata Plan 94402

2 CHARLES STREET CANTERBURY

days before the storage box is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

4 Hanging Out Washing

Registration Date: 20/03/2018

1) An owner or an occupier of a lot may hang washing on lines provided by the owners corporation for that purpose. The washing may be hung for a maximum period of 24 hours.

2) An owner or an occupier of a lot may hang washing on any part of the lot, other than over the balcony railings. The washing may only be hung for a reasonable period.

3) In this By-Law washing includes any clothing, bedding, towel or other article of a similar type.

5 Notice Board

Registration Date: 20/03/2018

That the Owners Corporation must cause a notice-board to be affixed to some part of the common property.

6 Pre-Meeting & Electronic Voting

Registration Date: 26/02/2019

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

(i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

(ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

(i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and



Strata Plan 94402

2 CHARLES STREET CANTERBURY

(ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.

7 Minor Renovations By-Law

Registration Date: 26/02/2019

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,
 - l. Installing a heat pump or hot water service,
 - m. Installing ceiling, wall or floor insulation,
 - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
 - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
 - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
 - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
- vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners



Strata Plan 94402

2 CHARLES STREET CANTERBURY

Corporation for determination at a general meeting.

vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,
 - v. Provisions for cleaning and removal of debris,



Strata Plan 94402

2 CHARLES STREET CANTERBURY

- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.

8 Major Building Work (Major Renovations) By-Law

Registration Date: 07/01/2020

1. Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specification relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

2. Application to the Owners Corporation

An Owner wishing to procure the approval of the Owners corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application;
 - (i) any fee prescribed by the Owners Corporation
 - (ii) detailed plans and specifications for the Major Building Works;
 - (iii) a description of the proposed Major Building Works; and
 - (iv) information as to:

A. whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and

B. whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

3. Rights in Owners Corporation

(a) in order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:

- (i) require the applicant to submit further information, such as further plans, specifications or reports;
 - (ii) waive the requirement to submit detailed plans and specifications;
 - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works until not impact on the structural integrity of the Building; or
 - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fee)
- (b) in processing an application, the Owners Corporation:
- (i) may act in its own discretion;
 - (ii) approve it unconditionally or may impose conditions; and
 - (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
- (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works
 - (ii) to be applied by the Owners Corporation towards rectification of any possible damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and functions under this by-law.

(d) the role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval I may give.

(e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.

(f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the



Strata Plan 94402

2 CHARLES STREET CANTERBURY

approval.

4. Pre-conditions to commencing to carry out Major Building Works

- (a) the provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) the Owners Corporation has approved the works in accordance with this by-law (clause 1).
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with this by-law (clause 1).
 - (iii) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of Currency provided to the Owners Corporation;
 - (v) the bond (if any) required by the Owners Corporation has been paid to the Owners Corporation;
 - (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
 - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

5. Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) the provisions of this by-law apply to Major Building Works to Common Property
- (b) if Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorizing the carrying out of the works; and
 - (ii) if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner:
 - A. a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the relevant parts of the Common Property is the responsibility of the Owner;
 - B. the Owners Corporation has made and registered a by-law to that effect; and
 - C. the Owner has given the Owners Corporation its approval to the making of the by-law

6. Condition when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and, where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish, or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

7. Access to Common Property



Strata Plan 94402

2 CHARLES STREET CANTERBURY

The Owner to whom approval has been granted to carry out Major Building Works is authorized access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation)

8. Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

9. Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

10. Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

11. Right in Owners Corporation to remedy

At its discretion, the Owners Corporation may:

- (a) perform any obligation which an Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

12. Future alteration to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law.

13. Major Building Works Not Permitted to Remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law. This provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

14. Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works he subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in this by-law.

9 Recovery of Administrative Costs



Strata Plan 94402

2 CHARLES STREET CANTERBURY

Registration Date: 07/01/2020

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
- ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners

- i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
- ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
- iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
- iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rghts, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
- iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

Report Date: 29th November 2024



Strata Plan 94402

2 CHARLES STREET CANTERBURY

10 Recovery of Stationery Expenses

Registration Date: 07/01/2020

Intention

- i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
- ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions

- i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
- ii. The following terms are defined to mean:
'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of \$20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other non-electronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners

- i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
- ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
- iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
- iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
- v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

- i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
- ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

11 Absolution of Maintenance Lot Fixtures & Fittings

Registration Date: 19/11/2020



Strata Plan 94402

2 CHARLES STREET CANTERBURY

PART 1 - Introduction and Intent

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 of the Act.
- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
- (e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (b) Lot means any lot in the strata plan
- (c) Owner means the owner of the Lot
- (d) Owners Corporation means the owners corporation created by the registration of strata plan 94402
- (e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
- (f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
- 2.2 In this by-law, unless the context otherwise requires:
- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;



Strata Plan 94402

2 CHARLES STREET CANTERBURY

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquet, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area
- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the



Strata Plan 94402

2 CHARLES STREET CANTERBURY

lot, whether installed originally or subsequently by the lot owner;

(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

12 Installation of CCTV

Registration Date: 22/02/2021

That the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

(a) To purchase and install CCTV to the strata scheme including all associated equipment such as cabling, amplifiers, recording equipment at their discretion;

(b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

13 Fire Inspection Access & Administration

Registration Date: 24/01/2022

INTENTION

The intention of this By-law is to outline the rights and responsibilities of the Owners Corporation and Lot owners in relation to the inspection of fire safety apparatus within a Lot and to provide the Owners Corporation with a fair and equitable mechanism to recover any additional costs associated with supplementary inspections of individual Lots (which may be incurred due to an occupant delaying access) or additional corrective action repairs required.

The Owners Corporation recognise that Under the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015 they must engage an Accredited Fire Safety Practitioner (AFSP) to inspect the fire safety apparatus within the common property and individual Lots.

A) Definitions

The following terms are defined to mean:

'Accredited Fire Safety Practitioner (AFSP)' means a person accredited under an approved industry accreditation scheme to undertake the inspecting, testing and repairs to fire safety apparatus within a building.

'Administrative Fee' means a fee to which the Agent may charge for additional services rendered in administering access or additional repairs within a Lot.

'Agent' means the Strata Managing Agent for the Strata Scheme.

'Corrective Action Repairs (CAR)' mean those repairs required to be undertaken on common property or within a Lot in order to remedy a defect or fault to a fire safety apparatus.

'Fines or Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by the local council or other statutory or lawful authority or administrative charges imposed by agent engaged by the Owners Corporation.

'Fire Safety Apparatus' means any Fire Safety Measure listed in Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) applicable to the strata scheme.

'Reasonable Access' means between the hours of 7.00am and 8.00pm Monday to Friday, excluding public holidays.

'Smoke Alarm Certificate' means a certificate issued by a landlord or their agent to a tenant, pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW), noting the smoke alarm(s) within a Lot are compliant.

B) Rights & Responsibilities of the Owners Corporation

i) The Owners Corporations must ensure that an Annual Fire Safety Statement is obtained pursuant to the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW) and Section 123(1) of the Strata Schemes Management Act 2015.

ii) An Accredited Fire Safety Practitioner (AFSP) must be used for the inspection of the fire safety apparatus within

Report Date: 29th November 2024



Strata Plan 94402

2 CHARLES STREET CANTERBURY

the Strata Scheme. Before carrying out any inspection or works within a Lot the Owners Corporation or their Agent must provide the occupant of the lot a minimum of 7 days' notice that access to the lot is required.

iii) The Owners Corporation shall have the power to recover all costs outlined in clause C) below from a lot owner (as well as any costs related to the indemnities identified in Clause D) as a debt by way of a levy charged to the lot and must serve upon the owner a written notice of the contribution payable. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act and may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

C) Rights and Responsibilities of Lot Owners

i) The Owners Corporation recognise that access to the Lots within the Strata Scheme shall be required in order to comply with clause b), therefore the owner of a Lot shall be responsible for ensuring;

a) That where necessary the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) has unencumbered access to the owner's Lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

b) The occupant of the lot does not obstruct access to the Owners Corporation or their Accredited Fire Safety Practitioner (AFSP) for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

ii) Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may impose upon that Lot owner the following administrative fees (re-inspection fee) for arranging the return of an Accredited Fire Safety Practitioner (AFSP):

a) A fee of \$50 for organisation of the 2nd inspection of a Lot;

b) A fee of \$75 for organisation of the 3rd inspection of a Lot;

c) A fee of \$100 for any further inspections of a Lot.

These fees are in addition to the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) as outlined in subclause iii).

iii) Where access to a Lot for an initial inspection of the fire apparatus is unsuccessful and additional inspections are required, the Owners Corporation may pass the call-out fees charged by the Accredited Fire Safety Practitioner (AFSP) upon that Lot owner, in addition to the administrative fees outlined in sub-clause ii).

iv) Where Corrective Action Repairs (CAR) are required to items within the Lot, the associated costs will be imposed by the Owners Corporation upon that Lot owner, as well as any additional administration costs imposed by the agent to facilitate this process. These costs may include, but are not limited to the replacement or repairs of:

a) Smoke alarms;

b) Heat alarms/detectors;

c) Fire door closers;

d) Any other item within a Lot required to be compliant with the Part 9 of the Environmental, Planning and Assessment Regulations 2000 (NSW).

v) Where an owner leases their Lot they are required to issue a Smoke Alarm Certificate to their tenant pursuant to Section 64A of the Residential Tenancies Act 2010 (NSW). Upon request, the Owners Corporation or its Agent may be required to supply a certificate to a Lot owner, as such the Owners Corporation may charge a fee of \$55 upon that Lot owner.

vi) Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause vi) above, all charges imposed by this By-law shall stand.

vii) In accordance with Section 258 of the Strata Schemes Management Act 2015, owners who lease their Lot must ensure that the tenant names, duration of the lease and the contact details are provided to the Owners Corporation's Agent within 14 days after the commencement of the lease.

D) Indemnity

An owner of a lot must indemnify the Owners Corporation for any fines or penalties imposed by the local council which are incurred by the Owners Corporation due to access to the lot being unable to be gained by the Owners Corporation's appointed Accredited Fire Safety Practitioner (AFSP).



Strata Plan 94402

2 CHARLES STREET CANTERBURY

An owner of a lot must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the restoration of any faulty fire safety equipment necessary to be undertaken in order for the Annual Fire Safety Statement to issued.

14 Levying of Debt Collection Expenses

Registration Date: 24/01/2022

PART 1 - Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Act; and

(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

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

(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;

(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;

(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law



Strata Plan 94402

2 CHARLES STREET CANTERBURY

pursuant to section 86 of the Act;

(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this Bylaw are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

15 Communication & Dispute Resolution

Registration Date: 24/01/2022

INTENTION

The intention of this By-law is to provide mechanisms for the Owners Corporation, owners, occupiers and representatives of the Owners Corporation, owners and occupiers to;

- a. Facilitate harmonious, efficient and cost-effective communication within the scheme,
- b. Prevent bullying, harassment and intimidation at the scheme as well as to regulate the communication of owners, residents and agent's servicing the scheme,
- c. Provide an efficient dispute resolution process,
- d. Allow the Owners Corporation, Strata Committee and strata managing agent the ability to suspend or cease communication with individual's that contravene the spirit of this By-law, and
- e. Allow the Owners Corporation to recover the costs for administering the provisions of this By-law.

PART 1 - DEFINITIONS & INTERPRETATION

1. In this by-law:

- a. Strata Managing Agent means the person (if any) from time to time appointed to act as strata managing agent for the Scheme.
- b. Building Manager means the person (if any) from time to time appointed to act as a Building Manager for the scheme
- c. Lot means a lot in strata scheme
- d. Occupier or Owner means the owner or occupier of a lot in the strata scheme from time to time.
- e. Owners Corporation means the owners corporation created by the registration of strata plan.
- f. Agent means a person from time to time appointed to act on behalf of a lot owner such as a property manager
- g. Representative means a person from time to time appointed to represent a lot owner such as a proxy holder or power of attorney
- h. Scheme means the strata scheme created on registration of the strata plan.
- i. Strata Committee means the Strata Committee of the Owners Corporation from time to time.
- j. Stakeholders means all Owners, Occupiers, Suppliers, Building Managers, the Strata Committee and Strata Managing Agent.

2. In this by-law a word which denotes:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 ("the Act"); and
- d. references to legislation includes references to amending and replacing legislation.

3. Nothing contained in this by-law will operate so as to negate any statutory requirements or obligations imposed by the Act or the Strata Schemes Management Regulations 2016, as amended or replaced from time to time.

PART 2 - SCHEME COMMUNICATIONS

2.1 Owners, occupiers and agents to the scheme acknowledge that all stakeholders are entitled to live, work and reside within an environment that is free from bullying, harassment, threatening and intimidating behaviour, this includes both written communication and conduct at meetings of the Owners Corporation and Strata Committee.



Strata Plan 94402

2 CHARLES STREET CANTERBURY

Examples of bullying and harassment include but are not limited to;

- a. Direct threats or intimidation made against an Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent, whether in writing or made verbally,
- b. Excessive communication with the Strata Committee, Building Manager or Strata Managing Agent,
- c. Pressuring lot owner/s to vote in a particular manner,
- d. Commentary of a personal nature that is derogatory, disrespectful or ridicules any stakeholder or their character,
- e. Making an unsubstantiated claim against another Owner, Supplier, Building Manager, the Strata Committee or Strata Managing Agent.

2.2 Harassment does not include;

- a. The Owners Corporation, Strata Committee or Strata Managing Agent pursuing debt recovery pursuant to section 86 of the Act,
- b. The Owners Corporation, Strata Committee or Strata Managing Agent administering and enforcing this By-law or the other By-laws for the scheme,
- c. Owners, residents and agents providing constructive feedback surrounding the administration of the scheme or service providers to the scheme.

2.3 The Owners Corporation, Strata Committee, Owners, Occupiers and stakeholders must ensure that all communication is respectful and does not include anything which is discriminatory, derogative or constitutes bullying within the Scheme.

PART 3 - RIGHTS AND OBLIGATIONS OF LOT OWNERS

3.1. An owner must ensure that they, their agents, representatives, or occupants of their lot do not:

- a. Do anything which is disrespectful, derogatory, discriminatory, harassing or bullying towards another Owner, Occupier, Supplier, Building Manager, the Strata Committee or the Strata Managing Agent;
- b. do anything which impedes or negatively impacts the Owners Corporations ability to conduct their duties in accordance with the Act;
- c. unreasonably disclose information held by the Owners Corporation, including information about an Owner or Occupier;
- d. cause a nuisance or otherwise behave in a way to bring disrepute or diminish the reputation of the Owners Corporation;
- e. make a decision that requires a resolution of the Strata Committee or the Owners Corporation in accordance with the Act; or
- f. engage in any conduct in contravention of the Act.

3.2. An owner shall be liable to compensate or indemnify the Owners Corporation against any costs that may arise as a result of administering the provisions of this By- law including the costs of convening and conducting a Strata Committee meeting and any other administrative costs associated with Part 4 of this By-law.

3.3 In the event that a lot owner believes a charge imposed upon them pursuant to this By-Law has been applied unfairly, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

3.4 In the event the Owners Corporation rejects a request made by a lot owner pursuant to 3.3 of this By-Law, all charges imposed by this By-Law shall stand.

PART 4 - RIGHTS, POWERS AND OBLIGATIONS OF THE OWNERS CORPORATION & STRATA COMMITTEE

4.1 Any alleged breach of this By-law pursuant to Part 3 above must be determined by the Strata Committee at a properly convened meeting of the committee.

4.2 Depending on the nature and severity of the breach, where the committee has determined that a lot owner, tenant or agent acting on behalf of a lot owner has exhibited bullying, threatening or intimidating behaviour, the Strata Committee may;

- a. Issue a warning letter to the individual, or
- b. Suspend communication with the individual, for a period to be determined by the committee, and/or
- c. Determine that the lot owner compensate the Owners Corporation for the costs of convening and conducting the Strata Committee meeting that was required to make a determination pursuant to this By-law, and/or
- d. Determine that the lot owner compensate the Owners Corporation for any other administrative costs associated with administering this By-law.

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



Strata Plan 94402

2 CHARLES STREET CANTERBURY

obligations:

- a. The Owners Corporation shall have the power to recover all costs outlined in PART 3 and PART 4 of this By-law from a lot owner as a debt by way of a levy charged to the lot;
- b. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- c. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- d. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act; and
- e. All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 5 - GRIEVANCE PROCEDURE

Where an owner, resident or agent acting on behalf on an owner wishes to register a grievance with the Strata Committee or Strata Managing Agent the complainant must;

5.1. Notification

The complainant must inform the Strata Committee or Strata Managing Agent in writing of the following;

- a. The nature of the dispute;
- b. What outcome the complainant desires,
- c. The action the complainant believes will settle the grievance,
- d. Evidence that supports the complaint being made (if any),
- e. Notices of a grievance under this clause should be directed to the Strata Managing Agent via email or post in the first instance or where no agent is appointed directly to the Strata Committee via the registered address for service of notices for the scheme.

5.2. Best Endeavours to Resolve Dispute

5.3. On receipt of a complaint, both parties will make every effort to resolve the dispute by mutual negotiation within 21 business days. This may include the convening of a Strata Committee or General Meeting to resolve the matters identified.

5.4. Where a Strata Committee meeting may be convened pursuant to this grievance procedure, it WILL NOT be subject to the provisions of Part 4 of this By-law.

16 Moving and Delivering of Goods

Registration Date: 01/02/2023

An Owner or Occupier must not transport or permit or cause to be transport goods on Common Property except in compliance with this By-law.

1. Conditions

a) Prior to transporting goods on Common Property, Owners and Occupiers:

- i) must give the Owners Corporation not less than 72 hours' notice of the date and time the goods will be transported,
 - ii) must give details to the Owners Corporation if the Owner or Occupier has engaged a removalist (name, telephone number, mobile number, address, email address and contact name),
 - iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation,
 - iv) must provide the Owners Corporation their contact number(s), email address and vehicle registration details.
- b) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
- c) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.
- d) 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.
- e) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am to 9.00pm and subject to the terms of this By-law.
- f) Owners and Occupiers must ensure neither they nor their removalists:



Strata Plan 94402

2 CHARLES STREET CANTERBURY

- i) obstruct Common Property when transporting the goods, or
- ii) interfere 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 the 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 damages 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 the Common Property which requires cleaning as a consequence of transporting goods.

2. Move-in/out 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/out Security Deposit of \$500.00 to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
 - ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non-refundable Movein/out Fee of \$45.00 for the administration of this process.
- b) The Owners Corporation may apply all or part of a Move-in/out Security Deposit to remedy a breach of this By-law.
- 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 Movein/out Security Deposit must be paid by the 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/out Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7-10 business days of the Owner or Occupier completing transportation of the goods.
- f) The Move-in/out Security Deposit in respect of this is By-law is \$500.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- g) The Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
- h) The non-refundable Move-in/out Fee in respect of this is By-law is \$45.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
- i) Any non-refundable Move-in/out Fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

17 Payment of Insurance Excesses

Registration Date: 01/02/2023

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

- i. The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with



By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and airconditioning apparatus;

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

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

'the Act' means the Strata Schemes Management Act 2015.

ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

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

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

18 Enforcement of By-Laws

Registration Date: 12/01/2024

Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

a) The Owners Corporation may rectify any damage or non-compliant action caused by an Owner or Occupier to a Lot or the Common Property or that an Owner or Occupier is responsible for that is in contravention of the Act or the By-Laws..

b) The Owners Corporation, including where permitted by its Strata Committee and Strata Manager:

I. may enforce a By-Law in accordance with the Act.

II. may issue notices or letters (Breach Letter) to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.

Report Date: 29th November 2024



By-Laws

Strata Plan 94402

2 CHARLES STREET CANTERBURY

III. may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.

IV. may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.

c) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a Lot is responsible for a breach of a By-Law, the Owners Corporation reserves the right to recover its reasonable costs flowing from that breach, including the following:

- a) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement, for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
- b) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
- c) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any such costs recoverable by the Owners Corporation from a Lot Owner may be applied to the Lot's general ledger for the purposes of determining if that owner is an unfinancial owner as (defined in s4 of the Act). Where a recoverable amount has been charged to or may be recovered from a Lot Owner pursuant to this By-law, that Lot Owner may apply to the Owners Corporation or Strata Committee that the charge be reduced or waived. The Owners Corporation may reduce or waive that fee or require it to stand, in its absolute discretion.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Responsible Person' means, at the Owners Corporation's discretion, any person in breach of the Act or provisions of this by-law.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

19 Lot Owner Charges

Registration Date: 12/01/2024

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

- a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges, which directly relate to their Lot or their actions or inactions, and which may be set out in the agency agreement, which are charged to the Owners Corporation, including the following:

Report Date: 29th November 2024



Strata Plan 94402

2 CHARLES STREET CANTERBURY

- I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act and reminders for failing to send tenant updates in accordance with the Act.
- II. Administrative Fees imposed to arrange afterhours emergencies.
- III. Administrative fees charged by the Strata Manager as set out in the agency agreement for attending to by-law complaints
- IV. Fines for the late submission of the A.F.S.S. caused by an Owner's tenant refusing to allow access needed to complete the A.F.S.S. inspection.
- V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
- VI. Security key and key fob/swipe issue, replacement and Administration Fees.
- VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.
- VIII. Levy Notice Postage Fees.
- IX. Arranging repairs and maintenance for Lot property items.
- X. Animal request Application Fees, including the addition of approved animals to a pet register where applicable.
- XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.
- XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner (unless the Lot Owner is successful) and the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.
- XIII. Any other Administrative Fee in relation to the management, administration, control, use or enjoyment of the lots on the common property and lots of the strata scheme, as deemed reasonable by the Strata Committee.
- b) Any Administration Fee charged by the Owners Corporation under this by-law to or recoverable from a Lot Owner shall be considered as an amount recoverable by the Owners Corporation from the relevant Lot Owner for the purposes of determining if that owner is an unfinancial owner as (defined in s4 of the Act). Where a recoverable amount has been charged to or may be recovered from a Lot Owner pursuant to this By-law, that Lot Owner may apply to the Owners Corporation or Strata Committee that the charge be reduced or waived. The Owners Corporation may reduce or waive that fee or require it to stand, in its absolute discretion.

Owners Corporation Obligations & Rights

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

- a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt.
- b) The Owners Corporation must serve upon the Owner a written notice of the amount that is payable.
- c) The Owners Corporation may charge interest at 10%p.a upon any amount owing under this By-Law.
- d) The Owners Corporation may initiate Debt Recovery proceedings for any amount owing under this By-Law.
- e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

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

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

20 Payment Plan By-Law

Registration Date: 12/01/2024



Strata Plan 94402

2 CHARLES STREET CANTERBURY

1. Introduction

1.1 The purpose of this by-law is to set out how the owners corporation will administer payment plans.

1.2 This by-law applies if the owners corporation passes either a resolution to accept payment plans generally or specific payment plans.

2. Payment Plans

2.1 At every Annual General Meeting, the owners corporation must consider "how to deal with any overdue contributions payable to the owners corporation". Section 85(5) of the Act says "An owners corporation may, by resolution at a general meeting, agree to enter into payment plans, either generally or in particular cases, for the payment of overdue contributions."

2.2 Clause 18 of the Regulation says a payment plan must:

- (a) be in writing;
- (b) require repayment of the outstanding contributions within 12 months; and
- (c) contain the following:
 - (i) the name of the lot owner and the title details of the lot,
 - (ii) the address for service of the lot owner,
 - (iii) the amount of the overdue contributions,
 - (iv) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
 - (v) the schedule of payments for the amounts owing and the period for which the plan applies,
 - (vi) the manner in which the payments are to be made,
 - (vii) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
 - (viii) a statement that a further plan may be agreed to by the owners corporation by resolution,
 - (ix) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.

2.3 For each payment plan:

- (a) the owners corporation appoints its Strata Manager as its agent to administer the payment plan;
- (b) the owners corporation acknowledges that the Strata Manager will charge the Fee to administer the payment plan; and
- (c) the owner who has agreed to the payment plan agrees to pay the Fee to the owners corporation as part of the payment plan, and the Fee is recoverable by the owners corporation in the same manner as the outstanding contributions.

2.4 If the owners corporation resolves generally to enter into payment plans, then:

- (a) the terms of any individual payment plan approved under that general resolution (including those further approved under clause 2.4(a)) must:
 - (i) comply with the Act and the Regulation;
 - (ii) contain the information set out in clause 2.2(c) above; and
- (b) the strata committee may approve individual payment plans, provided that the individual payment plan complies with the following:
 - (i) clauses 2.2 and 2.3;
 - (ii) interest is payable in the manner and at the rate set out in the Act;
 - (iii) contributions due after the date the payment plan commences are payable on their due date;
 - (iv) payments must be made to the appropriate account of the owners corporation held on its behalf by the Strata Manager; and
 - (v) the contact details to include in the payment plan are those of the Strata Manager.

3. Interpretation

In this by-law:

3.1 Act means the Strata Schemes Management Act 2015;



Strata Plan 94402

2 CHARLES STREET CANTERBURY

3.2 Fee means the fee charged by the Strata Manager to administer each payment plan, which as at the date that this by-law is registered is \$100 per month per payment plan;

3.3 lot means each and every lot in the strata scheme;

3.4 owner means the owner of the lot for the time being;

3.5 payment plan means a payment plan for the payment of overdue contributions, which is either specifically approved by the owners corporation, or where the owners corporation resolves generally to accept payment plans;

3.6 Regulation means the Strata Schemes Management Regulation 2016;

3.7 Strata Manager means the strata managing agent for the strata scheme, which is Netstrata;

3.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act;

3.9 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable; and

3.10 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.

21 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 29/11/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms

2.1 An owner or occupier must not trigger a false fire alarm.

2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:

2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;

2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or

2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.

2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:

2.3.1 trigger a false fire alarm; or

2.3.2 carry out any works to which clause 2.2 applies, and:

2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.



Strata Plan 94402

2 CHARLES STREET CANTERBURY

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:

5.3.1 is required to attend the strata scheme; and

5.3.2 charges the Owners Corporation a fee for that attendance.

5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 Legislation means the Strata Schemes Management Act and all other related legislation.

5.6 lot means a lot in the strata scheme.

5.7 occupier means an occupier of a lot in the strata scheme.

5.8 owner means an owner of a lot in the strata scheme.

5.9 person responsible means, at the Owners Corporation's discretion:

5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or

5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.11 SSMA means the Strata Schemes Management Act 2015.

5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

22 Recovery of Tenant Related Costs

Registration Date: 29/11/2024

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers

2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:

2.1.1 The name of the Tenant;

2.1.2 The address for service of the Tenant;

2.1.3 The date of commencement of the lease; and

2.1.4 The name of any letting agent acting for the owner in respect of that lease.

2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:

2.2.1 An Australian mobile phone number for the Tenant; and



Strata Plan 94402

2 CHARLES STREET CANTERBURY

2.2.2 An email address for the Tenant.

2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.

2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.

3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its reasonable costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Schedule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm).

5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 lot means a lot in the strata scheme.

5.6 Tenant means a person who is a tenant or sub-tenant at a lot.

5.7 owner means an owner of a lot in the strata scheme.

5.8 person responsible means, at the Owners Corporation's discretion:

5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or

5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.10 SSMA means the Strata Schemes Management Act 2015.

5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.



Strata Plan 94402

2 CHARLES STREET CANTERBURY

BL4 Parking By-Law amended as follows:

Registration Date: 19/11/2020

1. No Parking on Common Property by Owners and Occupiers Without Approval

An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval

An owner of a lot must:

- (a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
- (b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces

An owner or occupier of a lot must:

- (a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
- (b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor

A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces

Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders

An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space

An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices

(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

- (i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
- (ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
- (iii) recover as a debt from the owner or occupier in breach of this by-law:
 - (A) the sum of \$165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the removal notice, and
 - (B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").



Strata Plan 94402

2 CHARLES STREET CANTERBURY

(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses

9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:

(a) rectify the breach, and/or

(b) to the extent permitted by law, recover from the owner or occupier as a debt:

(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and

(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").

(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;

9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.

9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc

In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:

(a) the owner's account with the owners corporation;

(b) levy notices given to that owner; and

(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot; for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies

To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

BL13 Cleaning Windows and Doors amended as follows:

Registration Date: 20/03/2018

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(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.

BL18 Keeping of Animals amended as follows:

Registration Date: 01/02/2023

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.



Strata Plan 94402

2 CHARLES STREET CANTERBURY

1. The Keeping of Animals

The Owner or Occupier of a lot may keep:

- a) goldfish or other similar fish in a fish tank or indoor aquarium;
- b) canaries, budgerigars or similar birds kept indoors at all times;
- c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
- d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation

The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference

The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:

- a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
- b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
- c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
- d) the animal repeatedly causes damage to the common property or another lot, or
- e) the animal endangers the health of another occupant through infection or infestation, or
- f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
- g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
- h) for a dog kept on a lot
 - i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
 - ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
 - iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals

If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:

- a) another Apartment; or
- b) Common Property.

The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness

An Owner or Occupier of a lot must:



By-Laws

Electronic signature of me, Andrew Tunks,
affixed by me, on 29/11/24 at 10:00 AM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 94402 2 CHARLES STREET CANTERBURY

- a) ensure that their pet(s) are kept in a clean and hygienic condition;
- b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
- c) keep any pet litter tray or box clean and odour free;
- d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
- e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:

- a) A fee of \$50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
- b) A fee of \$100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
- c) A fee of \$250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.

Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.

BL46 Smoke Penetration amended as follows:

Registration Date: 20/03/2018

1 An Owner or Occupier of a lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the common property, except:

- (a) in an area designated as a smoking area by the Owners Corporation, or
- (b) with the written approval of the Owners Corporation.

2 A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

3 An Owner or Occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the common property or any other lot.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

For the common property
CP/SP 94402

(B) LODGED BY

Document
Collection
Box

573X

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265
HURSTVILLE BC NSW 1481

E-mail admin@netstrata.com.au Contact Number 1300 638 787

Customer Account Number 123421L Reference 94402

CODE

CH

- (C) The Owner-Strata Plan No. 94402 certify that a special resolution was passed on 7/11/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 21,22
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 94402 was affixed on 29/11/2024 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : [Signature] **Electronic signature of me, Andrew Tunks, affixed by me, on 29/11/24 at 10:00 AM**
Property & Stock Agent Act 2002 Licence No 1361054

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature : _____

Name : _____

Authority : _____

Owners Corporation Consent

Strata Scheme No 94402

Date 29 November 2024

CP/SP 94402

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 99402

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 94402 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 94402 was affixed on 29/11/24 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 29/11/2024 at 10:00 AM
Property & Stock Agent Act 2002 Licence No 1361054

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

2514720:148923

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Certificate No: 20252566
11 April 2025**Land which Certificate is issued for:****Lot 122 SP 94402****601 / 2A Charles Street, CANTERBURY NSW 2193**

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

**CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN**

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments

Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans

Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies

Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Housing and Infrastructure (DPHI) website at <https://www.planning.nsw.gov.au>. The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au>.

State Environmental Planning Policies:

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act

Draft SEPPs: Draft State Environmental Planning Policy (Cultural).

Planning proposals: Not applicable.

2 Zoning and Land Use Under Relevant Planning Instruments

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE B2 LOCAL CENTRE

1. Permitted without consent

Home occupations

2. Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 1 or 3

3. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Pond-based aquaculture; Port facilities; Recreation facilities (major); Recreation facilities(outdoor); Research stations; Residential accommodation; Rural industries; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m². For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

2.4 Area of Outstanding Biodiversity Value
Not applicable

2.5 Conservation Area and/or Environmental Heritage
The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 Contribution Plans

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

Housing and Productivity Contribution

The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

4 Complying Development

Whether or not 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), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	No, the land is excluded for the following reason(s)*: Environmentally Sensitive Area- Coastal Zone
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	No, the land is excluded for the following reason(s)*: Environmentally Sensitive Area- Coastal Zone
Housing Alterations Code	No, the land is excluded for the following reason(s)*: Environmentally Sensitive Area- Coastal Zone
General Development Code	No, the land is excluded for the following reason(s)*: Environmentally Sensitive Area- Coastal Zone
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Building and Alterations) Code	No, the land is excluded for the following reason(s)*: Environmentally Sensitive Area- Coastal Zone
Commercial and Industrial Alterations Code	No, the land is excluded for the following

Container Recycling Facilities Code

reason(s)*:
Environmentally Sensitive Area- Coastal Zone
No, the land is excluded for the following
reason(s)*:

Demolition Code

Environmentally Sensitive Area- Coastal Zone
No, the land is excluded for the following
reason(s)*:

Subdivision Code

Environmentally Sensitive Area- Coastal Zone
No, the land is excluded for the following
reason(s)*:

Fire Safety Code

Environmentally Sensitive Area- Coastal Zone
No, the land is excluded for the following
reason(s)*:
Environmentally Sensitive Area- Coastal Zone

**Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

4.1 **Variation of Complying Development Codes**

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m² in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

5 **Exempt Development**

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 **Affected Building Notices and Building Product Rectification Orders**

Not applicable

7 Land Reserved for Acquisition

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 Road Widening and Road Realignment

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

9 Flooding**10 Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip

The land is not affected by a policy restriction relating to landslip

Tidal Inundation

The land is not affected by a policy restriction relating to tidal inundation

Subsidence

The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils

The land is affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning and Environment and the NSW Office of Environment & Heritage and notified to the Council that restricts the development of the land because of the likelihood of acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cbc.city.nsw.gov.au.

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

11 Bush Fire Prone Land

Not applicable

12 Loose-Fill Asbestos Ceiling Insulation

Not applicable

13 Mine Subsidence

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper Subdivision Information

Not applicable

15 Property Vegetation Plans

Not applicable

16 Biodiversity Stewardship Sites

Not applicable

17 Biodiversity Certified Land

Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006

Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works

Not applicable

20 Western Sydney Aerotropolis

Not applicable

21 Development Consent Conditions for Seniors Housing

Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing

Not applicable

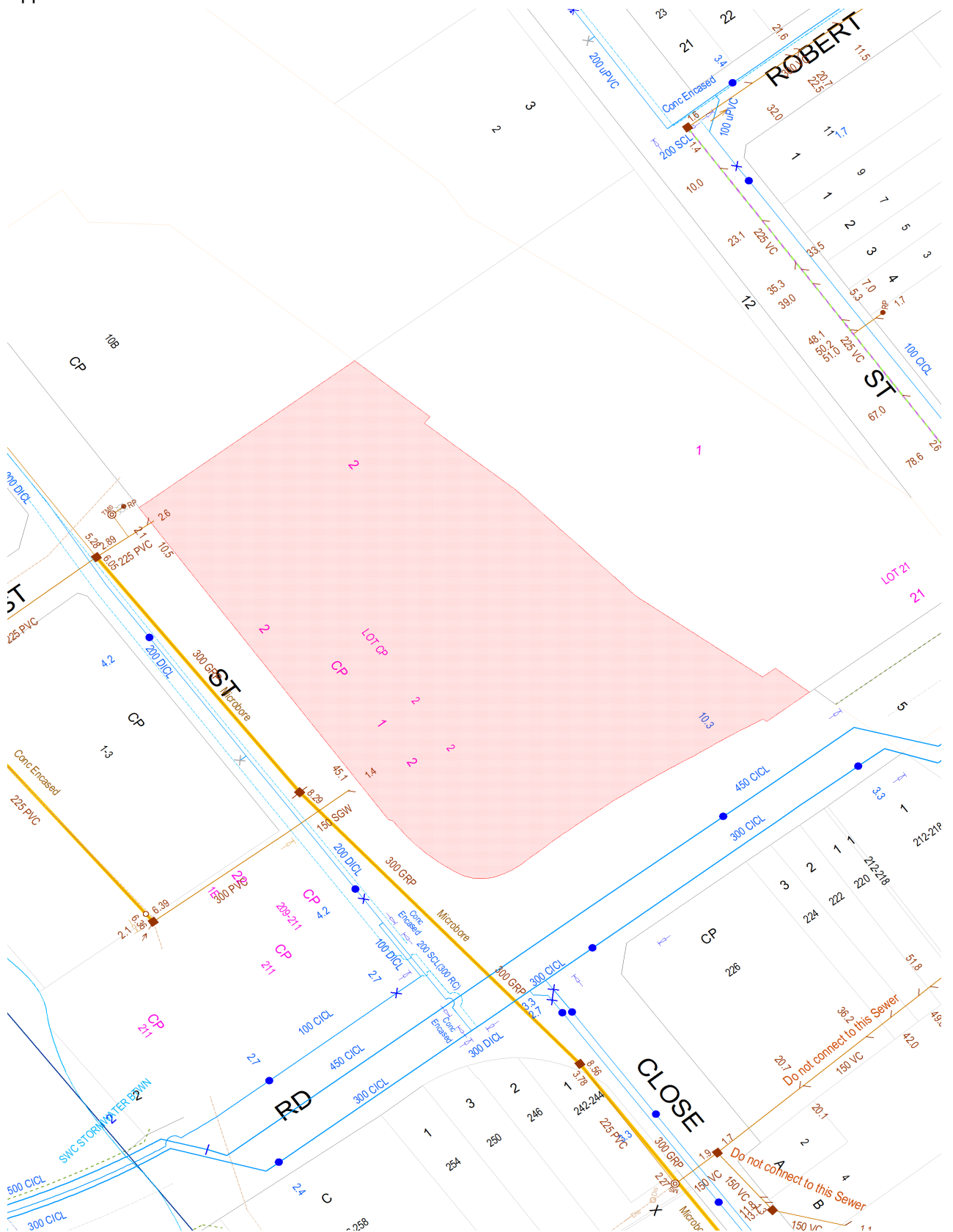
23 Water or sewerage services

Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

Service Location Print

Application Number: 8004226366



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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			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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	

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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

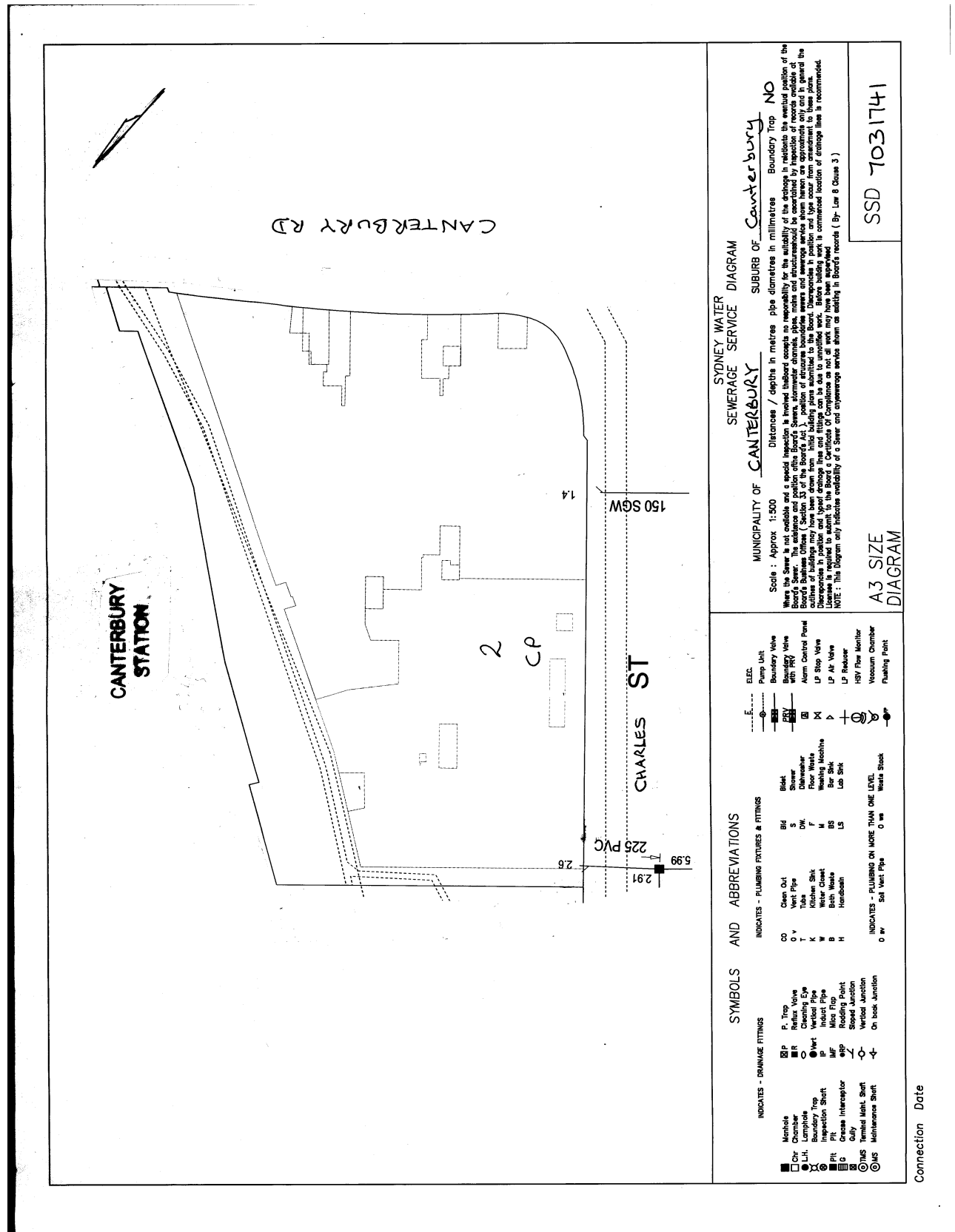
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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Sewer Service Diagram

Application Number: 8004226367



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Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.