

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Rey Properties Unit 3 39 Memorial Avenue Liverpool NSW 2170	phone: 0451167367 email: suman@reyproperties.com.au
co-agent		
vendor	Ritesh Shrestha 16 33 35 Charles Street Liverpool NSW 2170	
vendor's solicitor	Fidus Legal Suite 1, Level 1 22-26 Memorial Avenue Liverpool NSW 2170	phone: 02 7232 1505 email: omar@fiduslegal.com.au ref: 26-00382
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 16 33-35 Charles Street Liverpool NSW 2170 LOT 16 STRATA PLAN SP103554 Folio Identifier 16/SP103554	
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 ☐ curtains ☒ insect screens ☒ range hood ☐ blinds ☒ dishwasher ☐ internet/TV receiver ☐ solar panels ☒ built-in wardrobes ☐ EV charger ☐ light fittings ☐ solar power battery ☐ ceiling fans ☒ fixed floor coverings ☐ pool equipment ☒ stove ☐ clothes line ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
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 Ritesh Shrestha _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person Signature of authorised person _____ Name of authorised person Name of authorised person _____ Office held Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person Signature of authorised person _____ Name of authorised person Name of authorised person _____ Office held Office held

Choices

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

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

(GST residential withholding payment)

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 print) ☒ 9 sewer lines location diagram (sewer service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <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 ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract Other ☐ 61
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	

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

Premium Strata
 Suite 3, Level 2 189 O'Riordan Street Mascot NSW 2020
 info@premiumstrata.com.au
 0292816440

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a bank and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's <i>solicitor</i> or licensed conveyancer named in this contract or in a notice served by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the party must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the property is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the depositholder and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the depositholder is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the depositholder is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the property.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the property (or any part of the property).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a GSTRW payment which the purchaser must make, the purchaser does not have to complete earlier than 5 business days after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a GSTRW payment the purchaser must, at least 2 business days before the date for completion, serve evidence of submission of a GSTRW payment notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract – that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 30.6.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

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SPECIAL CONDITIONS

33. DISCHARGE OF MORTGAGE ETC

The vendor shall not be required to register prior to completion any Mortgage or Mortgages, Writ or Writs registered on the Title to the subject property and/ or remove any Caveat or Caveats and the purchaser shall accept on completion a Discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land and Property Information.

34. WHOLE OF AGREEMENT

The purchaser acknowledges that the purchaser does not rely in this contract upon any warranty or representation made except as are expressly provided herein and has relied entirely upon the purchaser's inspection of the property and the purchaser's own enquires relating thereto. Further in so far as there is any inconsistency between these special conditions and the printed standard clauses 1 to 31, these special conditions shall prevail.

35. CONDITION OF THE PROPERTY

35.1 The purchaser warrants to the vendor that:

- (i) None of the vendor, the vendor's agent nor any other person on behalf of either of them has made any warranty or representation to the Purchaser or any other person(s) on behalf of the Purchaser in respect of the property other than as expressly disclosed in this contract;
- (ii) Because of the purchaser's own inspection and enquiries, the purchaser is satisfied as to the nature, quality, condition and state of repair of the property, accepts the property as it is and subject to all defects (latent and patent) and all dilapidation and infestation and is satisfied as to the purposes for which the property may be used;
- (iii) The Purchaser agrees that the Vendor makes no warranty or promise that any improvements, additions or structures upon the subject property comply with the provisions of the Local Government Act or the Regulations or any other Acts or Regulations or the Swimming Pools Act 1992, or Regulations. The Vendor made no warranty or promise that any improvement, structure or addition to or upon the land sold is fit for habitation or for any other purpose.

35.2 The purchaser may not make any objection, requisition or claim or delay completion of or rescind or terminate this contract because of anything relating to or connected with:

- (i) The nature, quality, condition or state of repair of the property including, without limitation, defects (latent or patent), dilapidation or infestation of the property or the fact that the improvements erected on the property may not comply with the Rules and Regulations of the Local Government Area or the Local Government Act, the Local Environment Plan or the Development Control Plan or any Ordinances made thereunder; or
- (ii) The purposes for which the property may be used; or

- (iii) Infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion; or
- (iv) The roof or surface water drainage from the property being connected to a sewerage service; or
- (v) There being or not being an easement or other right in respect of a service referred to in clause 10.1.2; or
- (vi) Any matter disclosed in this contract.

and shall not require the vendor to carry out any work on or in respect thereof.

36. AGENTS COMMISSION INDEMNITY

The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the real estate agent disclosed in this contract and hereby agrees to indemnify the vendor against any claim action, suit or demand for agents commission that may be made against the vendor and arising out of completion of this contract and should it be proved that the purchaser was so introduced by such an agent. This clause shall not merge on completion.

37. COMPLETION

- 37.1 The time for completion of this contract shall be 42 days from the contract date unless indicated otherwise on the front page of contract (herein after referred to as the "Completion Date").
- 37.2 For the purposes of printed condition 15, if either party does not complete this Contract on or before the Completion date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.
- 37.3 If the Vendor shall serve a notice the purchaser shall allow on completion the costs of the vendor incurred in the issue of the notice ("costs of the notice") in the sum of \$330.00 inclusive of the GST. The payment of the costs of the notice upon completion shall be an essential term of this contract.
- 37.4 The purchaser shall not be entitled to make any objection or requisition, nor shall the purchaser be entitled to delay completion if at the completion date a separate Certificate of Title for the property has not issued from the Land Titles Office. The purchaser agrees to accept a direction to the Land Titles Office from the vendor or from the mortgagee of the vendor directing the Land Titles Office to deliver the relevant Certificate of Title to the purchaser.

38. LIQUIDATED DAMAGES

- (i) If the purchaser does not complete this contract by the day stipulated for completion (the "Completion Date") then the purchaser must pay to the vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance of the purchase price at the rate of ten per centum (10%) per annum calculated from the day stipulated for completion until the day of completion but excluding the day of the actual completion or termination. The interest calculated on daily balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion. The purchaser shall not require the vendor to complete this contract until such payment is made and such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the vendor. Furthermore, the purchaser agrees to pay as an adjustment on settlement the sum of \$330 (inclusive of GST) representing agreed expenses

incurred by the vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the purchaser.

- (ii) Payment of interest and the agreed expenses of the vendor under this clause is an essential term of this contract.
- (iii) The purchaser need not pay interest under this clause for any period that the purchaser's failure to complete is caused solely by the vendor.

39. DEATH OR MENTAL ILLNESS

Without any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included in this contract, should a party (or if more than one, any of them) prior to completion die or become mentally ill, then the other party may rescind this contract by notice in writing to the other party and thereupon this contract shall forthwith be at an end and the provision of clause 19 hereof shall apply.

40. PURCHASERS WARRANTY

The purchaser warrants that:

- (a) The purchaser (and if more than one than each of them) is ordinarily resident in Australia within the meaning of the Foreign Takeovers Act 1975;
- (b) The provision/s of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this purchase.
- (ii) In the event of there being such a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.
- (iii) This warranty shall not merge on completion.

41. AMENDMENTS TO PRINTED FORM CLAUSES

The following clauses in the printed form of the Contract shall be amended as follows:

The following clauses in the printed form of the Contract shall be amended as follows:

- (i) The definition of "settlement cheques" in Clause 1 is omitted and replaced by the following:

"Settlement cheque – an unendorsed cheque drawn on its own funds by a bank that carries on business in Australia and made payable to the person to be paid; or if authorised in writing by the vendor or the vendor's solicitor, some other cheque"
- (ii) Clause 5.2 by adding at the end "and only in the form of the attached requisitions, but nothing will prevent the Purchaser from making further requisitions provided they are made in accordance with this contract."
- (iii) Clause 7.1.1 is amended by substituting "5% of the price" with "\$1.00"
- (iv) Clause 7.1.3 is amended by substituting "14 days" with "7" days



- (v) Clause 7.2.1 substitute "\$1.00" in place of "10%"
- (vi) Clause 8.1.1 by deleting "on reasonable grounds,"
- (vii) Clause 8.2.2 is deleted.
- (viii) Clause 11.2 by adding "but only if the vendor has agreed to do so in writing prior to the Purchaser complying with the work order" at end of the clause.
- (ix) Clause 16.5 delete the words "plus another 20% of that fee"
- (x) Clause 16.7 delete the words "cash (up to \$2,000.00)"
- (xi) Clause 16.8 is deleted.
- (xii) Clause 23.13 & 23.14 replace "7" with "3"
- (xiii) Clause 23.16 add "provided the purchaser notifies the vendor in writing"
- (xiv) Clause 24.1.1 by deleting "paid" and substituting "unpaid and any allowance will be made in favour of the Vendor equivalent to the total amount payable but unpaid up to the adjustment date"
- (xv) Clause 24.1.2 by substituting "purchaser" with "vendor", "vendor" with "purchase" and vendor's" with "purchaser's".
- (xvi) Clause 24.3.3 is deleted.

42. INVESTMENT OF DEPOSIT

If this contract provides for the investment of the deposit the parties must promptly advise the deposit holder of their respective tax file numbers and do all things reasonably necessary to facilitate the investment of the deposit.

43. EARLY RELEASE OF DEPOSIT

Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendors require shall be released to the vendor or as the vendor may direct for the sole purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Licenced Conveyancer or paid to the office of State Revenue, and providing such deposit shall not be further released without the purchaser express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit. This is the essential condition.

44. PAYMENT OF DEPOSIT

In the event;

- (i) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (ii) The purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (iii) The vendor terminates this contract;

Then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this shall be in addition to and shall not be limited to any remedies available to the vendor herein contained or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

45. CONSUMER CREDIT (NSW) ACT, 1995

- (i) The Purchaser warrants to the Vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the property on terms which are reasonable to the Purchaser or that credit is not required to pay for the subject property.
- (ii) The Purchaser acknowledges that as a consequence of the warranty herein given by the Purchaser this contract cannot be subject to termination pursuant to any section or provision of the Consumer Credit (NSW) Act 1995.

46. SURVEY REPORT

If a survey report is attached to this contract,

- (i) The purchaser acknowledges that no objection or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the property which encroach onto the land adjoining the property; and
- (ii) The vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

47. BUILDING CERTIFICATE

If a building certificate under section 149D of the Environmental Planning and Assessment Act is attached to this contract, the purchaser shall not be entitled to make any requisitions, objection or claim for compensation in respect of any matter arising thereon.

In the event that the Purchaser applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense. The Purchaser cannot require the Vendor to comply with any work any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the Purchaser's application for building certificate.

48. SUBJECT TO SERVICES

The purchaser will take title subject to existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities. The purchaser will make no requisition, objection or claim for compensation in respect of:

- i. the nature, location, availability or non-availability of any of them;
- ii. any of them being a joint service with any other property;
- iii. any service for any other property or any connections for any other property which pass through the property;
- iv. any sewer or water main or connection which passes through in or over the property;

- v. any manhole or vent on the property; and

the absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property for them.

49. DEPOSIT BOND

This clause applies if the purchaser delivers a Bond to the vendor instead of paying the deposit under clause 2.1 ("Deposit and other payments before completion"). The Bond must:

- (a) be in a form acceptable to the vendor (acting reasonably); and
- (b) be for period contemplated in clause 15 ("Completion date")
- (i) Instead of paying the deposit under clause 2.1 ("Deposit and other payments before completion"), the purchaser may deliver a Bond to the vendor on or before the date of this Contract.
- (ii) On completion the purchaser must pay the vendor in cash or by unendorsed bank cheque the amount of the deposit.
- (iii) If the Vendor gives the purchaser a notice in writing claiming forfeiture of the deposit, the purchaser must pay to the vendor within five days of receiving that notice the amount of the deposit.
- (iv) If the purchaser does not comply with clause 46(ii) or clause 46(iii):
 - (a) the purchaser is immediately, without notice, in breach of an essential obligation under this contract; and
 - (b) the vendor may demand payment from the issuer of the Bond of the amount stipulated in the Bond and:
 - a. the amount payable by the purchaser under the clause 45(ii) if the purchaser has not complied with that clause; or
 - b. the amount payable by the purchaser under clause 45(iii) if the purchaser has not complied with that clause.

50. GUARANTEE AND INDEMNITY – PURCHASER A CORPORATION

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

- (i) Warrants that the Purchaser is incorporated;
- (ii) Guarantees to the Vendor the observance by the Purchaser of the terms of this contract;
- (iii) Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;
- (iv) Agrees that the indemnity in sub - paragraph (iii) herein shall continue and the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the

Vendor has exercised any of its rights under this contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.

- (v) This clause shall not merge on completion

51. GST

- (i) Notwithstanding anything else herein contained, and the information supplied by the vendor in good faith as to whether or not GST applies to this transaction, if the vendor notifies the purchaser that the vendor has to pay GST in relation to any amount disclosed in this contract, the purchaser will immediately pay on demand any amount of GST which it is considered will apply to this contract (or amount referred to in this contract).
- (ii) It shall be sufficient proof and notification to the purchaser if the vendor issues:
 - (a) A letter from the Australian Taxation Commissioner stating that the vendor has to pay GST or;
 - (b) A Tax Invoice stipulating all relevant amounts and the applicable GST.
- (iii) This clause shall not merge on completion.

52. SETTLEMENT FEE

It is hereby agreed between the parties if completion of this matter is not effected in accordance with the contract, for each settlement date made by the purchaser and cancelled, through no fault of the vendor, the sum of \$220.00 including GST is to be paid by the purchaser to the vendor's solicitors upon completion.

53. AFFECTATION BY ELECTRICITY COMMISSION

If the property is situated within an area over which the Electricity Commission of New South Wales holds a Petroleum Exploration Licence for oil and gas pursuant to the Petroleum Act 1955 (and in particular Sections 47, 49 and 50) 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 Agreement because of or in connection with that Licence.

54. NO REPRESENTATION AS TO FITNESS FOR ANY PURPOSE

The vendor does not represent that the property is fit or suitable for any particular purpose and the purchaser cannot raise any objection, requisition or claim for compensation as to the suitability (or lack of suitability) of the property for any particular purpose. The purchaser warrants that it has inspected the land and has undertaken its own due diligence enquiries in relation to the suitability of the land for the purchaser's purpose and has not relied on any representation made by the vendor or the vendor's agent or any one on the vendor's behalf in entering into this contract; this warranty shall not merge on completion.

55. VACANT POSSESSION / TENANCY

- (a) In the event that the subject property is sold subject to Vacant Possession and the Vendor/Tenant is currently residing in the subject property and is unable to vacate on the due date, the Purchaser agrees



to give the Vendor/Tenant an extra 21 days after the completion date to vacate the subject property and that a Notice to Complete cannot be served on the Vendor or Vendor's solicitor before the expiry of the said 21 days; and/or

- (b) In the event that the subject property is sold subject to Vacant Possession and that there is currently a residential tenancy agreement annexed to the Contract, the Purchaser agrees and acknowledges the following:
- i. At the Purchaser's request, the agent or the Vendor's Solicitor will only give notice to the tenants after the expiry of the cooling off period and that the agreed amount of the deposit money has been paid to the agent or the Vendor's trust account
 - ii. The tenants will be given at least 35 days to vacate the subject property after the expiry of the cooling off period;
 - iii. The Purchaser or the Purchaser Solicitor cannot serve the Vendor with a Notice to Complete on or before the expiry date of the Notice to the tenants.
- (c) If the property is subject to any existing tenancies:
- i. The vendor does not warrant that the tenant will continue to remain in the property;
 - ii. If the lease has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's solicitor in writing that he requires vacant possession within three (3) days after the date of the exchange of contract; and
 - iii. The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract, or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract of sale.

56. LAND TAX ADJUSTMENT

For the purpose of the Land Tax Adjustment required pursuant to this Contract, it is hereby agreed that the amount in respect to which the adjustment will be made will be a proportion of the total Land Tax payable by the Vendors in respect of the land comprised in Folio Identifiers without taking into consideration any statutory threshold.

57. IMPROVEMENTS

Unless specifically disclosed otherwise elsewhere in the Contract,

- 57.1 The purchaser acknowledges that the vendor did not erect any improvements on the property and have no knowledge as to who erected those improvements (if any) or whether that person held an appropriate licence or similar authority.
- 57.2 The purchaser may not make a requisition or claim, delay completion of, or rescind or terminate this contract because the vendor is unable to give the purchaser information concerning the identity of the person who erected the improvements or whether that person was licensed or otherwise authorised.

58. SEWER SERVICE DIAGRAM

The vendor discloses that a separate Sewer Service Diagram for the land being sold is not available. The vendor discloses that the enclosed Certificate attached relate to the entire parcel of land which is prior to separation and part of which is being the property being the land sold in this contract.

The purchase will not make any claim, objection or requisition in relation to the said certificate nor require the vendor to provide an updated certificate.

59. DRAINAGE DIAGRAM AND BUILDING OVER SEWER

The Purchaser acknowledges that at the date of this contract an accurate diagram for the land from the Water Board may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out at all times with the approval of the Water Board and the Purchaser acknowledges that it shall make no objection, requisition or claim in respect of the installation or location of such water or sewerage and whether the property is to be constructed wholly or partly over the sewer and/or stormwater channel of the Water Board.

60. SWIMMING POOL

- 60.1 The vendor does not warrant that the swimming pool (if any) complies with the requirements of the Swimming Pool Act 1992 or Regulations made thereunder.
- 60.2 The purchaser acknowledges that after the date of this Contract, he/she is/are the party responsible for attending to the requirements necessary for compliance with the Swimming Pool Act 1992 or regulations made thereunder including and not limited to fencing, signage and access.

61. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING PAYMENTS

61.1 Clearance Certificate or Variation:

- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
- (ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

61.2 Withholding and Remission of Payment:

- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
- (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
- (iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 15% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.
- (iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

61.3 Compliance Costs:

The vendor must pay to the purchaser costs of \$330 as an adjustment on settlement for withholding and remittance of the Foreign Resident Capital Gains Withholding Payment.

61.4 Vendor to Indemnify Purchaser:

In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

62. Special s184 Certificate

- 62.1 Where the property sold is strata, the vendor will not be required to obtain a certificate under section 184 of the Strata Schemes Management Act 1996 ("the Certificate").
- 62.2 The vendor hereby authorises the Purchaser to apply for the Certificate. Standard clauses 23.13, 23.14 and 23.15 are deleted.
- 62.3 The Purchaser is to apply for the certificate at the Purchasers cost and serve a copy to the vendors solicitor at least seven (7) days before the completion date.
- 62.4 If the purchaser fails to provide the Certificate at least seven (7) days prior to completion, the purchaser will accept the vendors strata adjustment as final and conclusive.

63. COMPLETION DATE IS EXTENDED

The parties agree that if the completion date set out on the front page of the contract falls in the period between 23rd December 2025 and the 9th January 2026, and the parties cannot complete by the 22nd December 2025, the completion date is extended by virtue of this clause to the 13th January 2026.

64. SALE BY AUCTION

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

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

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.

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

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

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
- (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (o) 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.
- (p) 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/SP103554

SEARCH DATE	TIME	EDITION NO	DATE
21/7/2026	12:17 PM	3	22/3/2024

LAND

LOT 16 IN STRATA PLAN 103554
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

RITESH SHRESTHA (T AR953352)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP103554
- 2 AT925664 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26-00382...

PRINTED ON 21/7/2026

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

FOLIO: CP/SP103554

SEARCH DATE	TIME	EDITION NO	DATE
21/7/2026	12:17 PM	2	12/10/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 103554
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP103554

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 103554
ADDRESS FOR SERVICE OF DOCUMENTS:
33-35 CHARLES STREET
LIVERPOOL NSW 2170

SECOND SCHEDULE (34 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1248398
- 4 DP1249060 RESTRICTION(S) ON THE USE OF LAND
- 5 AP62307 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 AP62308 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AP62309 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AP623310 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AP62311 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1248398 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1248398 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1248398 EASEMENT FOR VEHICULAR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1248398 RIGHT TO USE RECREATIONAL AREA VARIABLE WIDTH

END OF PAGE 1 - CONTINUED OVER

26-00382...

PRINTED ON 21/7/2026

FOLIO: CP/SP103554

PAGE 2

SECOND SCHEDULE (34 NOTIFICATIONS) (CONTINUED)

- (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 14 DP1248398 RIGHT TO USE RECREATIONAL AREA VARIABLE WIDTH
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 15 DP1248398 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 16 DP1248398 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 17 DP1248398 EASEMENT FOR SERVICES (ACCESS) AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 18 DP1248398 EASEMENT FOR SERVICES (ACCESS) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 19 DP1248398 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 20 DP1248398 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 21 DP1248398 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 22 DP1248398 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 23 DP1248398 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 24 DP1248398 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1248398 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 26 DP1248398 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 27 DP1248398 EASEMENT FOR CONSTRUCTION AND CRANAGE PURPOSES
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28 DP1248398 EASEMENT FOR CONSTRUCTION PURPOSES VARIABLE WIDTH
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 29 DP1248398 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT
- 30 DP1248398 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 31 SP100216 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT
STATEMENT FILED WITH SP100216
- 32 SP100216 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND
EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA
SCHEMES DEVELOPMENT ACT 2015
- 33 DP1271245 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

26-00382...

PRINTED ON 21/7/2026

FOLIO: CP/SP103554

PAGE 3

SECOND SCHEDULE (34 NOTIFICATIONS) (CONTINUED)

34 AQ805466 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRAIT PLAN 103554

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 239	2	- 239	3	- 239	4	- 239
5	- 239	6	- 189	7	- 239	8	- 239
9	- 239	10	- 239	11	- 250	12	- 239
13	- 239	14	- 239	15	- 239	16	- 239
17	- 250	18	- 239	19	- 239	20	- 239
21	- 239	22	- 239	23	- 250	24	- 239
25	- 187	26	- 187	27	- 215	28	- 239
29	- 273	30	- 187	31	- 187	32	- 215
33	- 239	34	- 273	35	- 189	36	- 189
37	- 215	38	- 243	39	- 278	40	- 250
41	- 215	42	- 250	43	- 250		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26-00382...

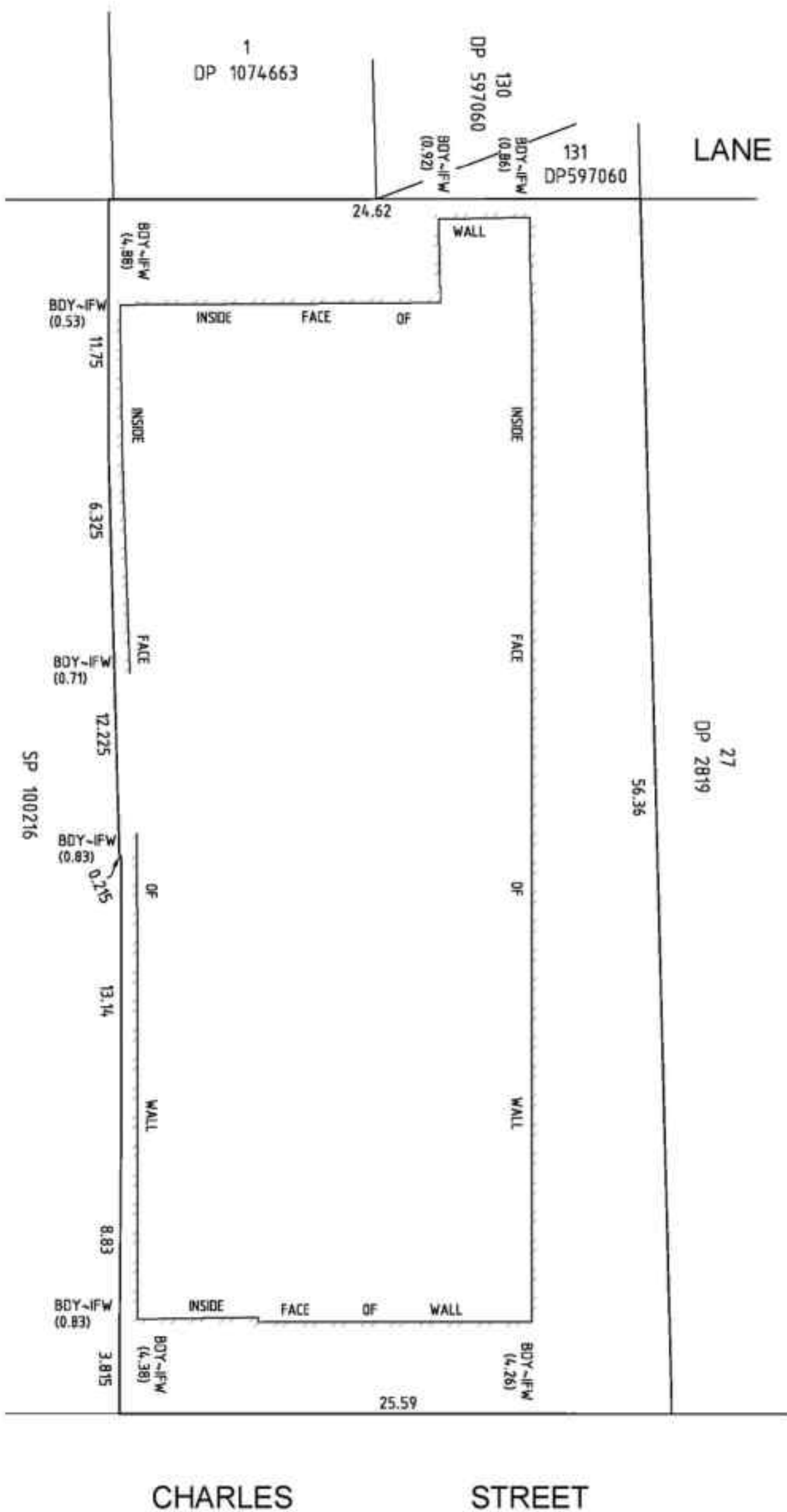
PRINTED ON 21/7/2026

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

STREET

NOTATION AND DESIGNATION (X) ADDED SEE 2021-839  13/9/2021

LOCATION PLAN - BASEMENT LEVEL 1 & BELOW



NOTES:

IFW ~ INSIDE FACE OF WALL

SURVEYOR

Name: CHRISTOPHER MARK IVES

Date: 23/06/2021

Surveyor's Reference: 50192 020SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398

LGA: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio 1: 200

Lengths are in metres:

Registered



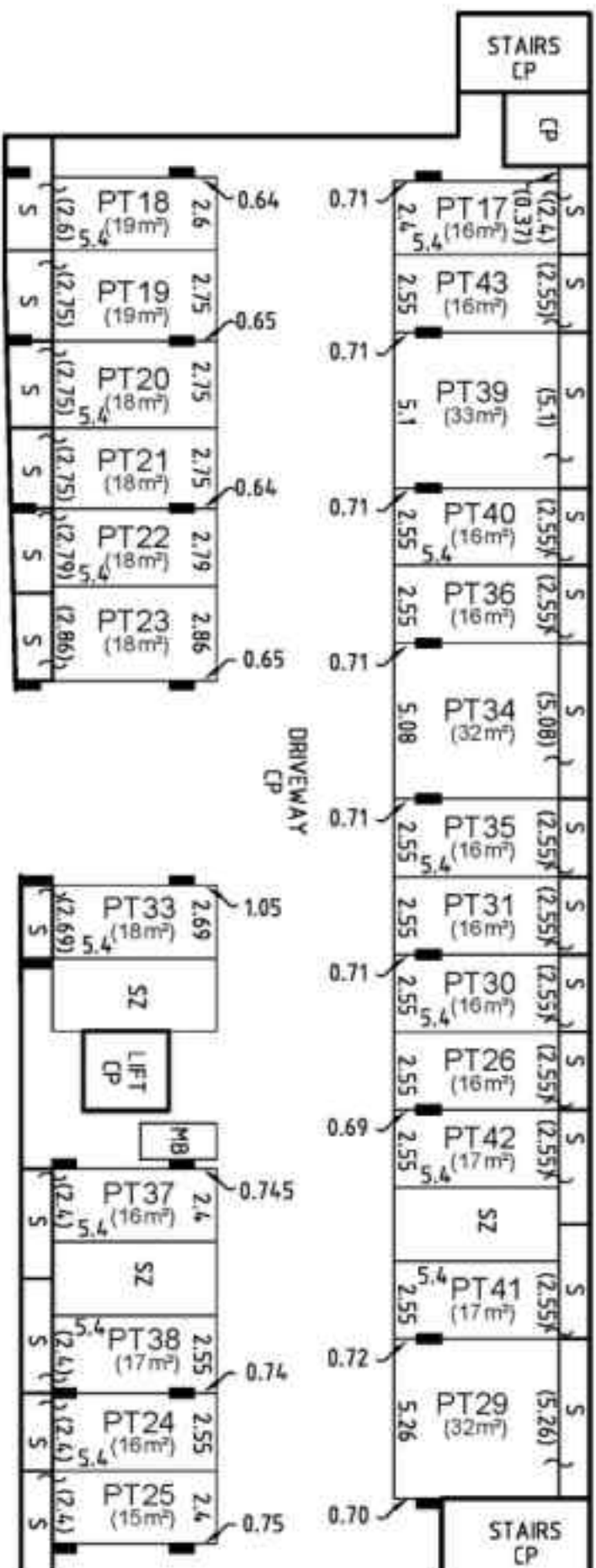
26/08/2021

SP103554



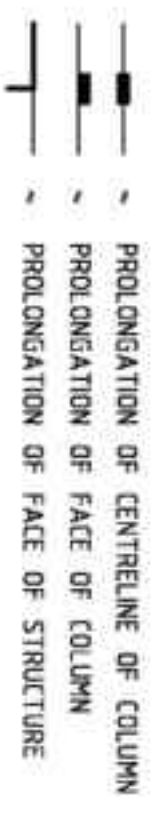
(A) RIGHT TO USE RECREATIONAL AREA VARIABLE WIDTH LIMITED IN STRATUM (IDP1246398)
(AA) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (IDP1248398)

SP103554

BASEMENT 2NOTES:

CP ~ COMMON PROPERTY
 MB ~ MOTORBIKE PARKING (CP)
 S ~ STORE
 SZ ~ SHARED ZONE (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
 PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR

Name: CHRISTOPHER MARK IVES

Date: 23/06/2021

Surveyor's Reference: 50192 020SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398

LGA: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio 1: 200

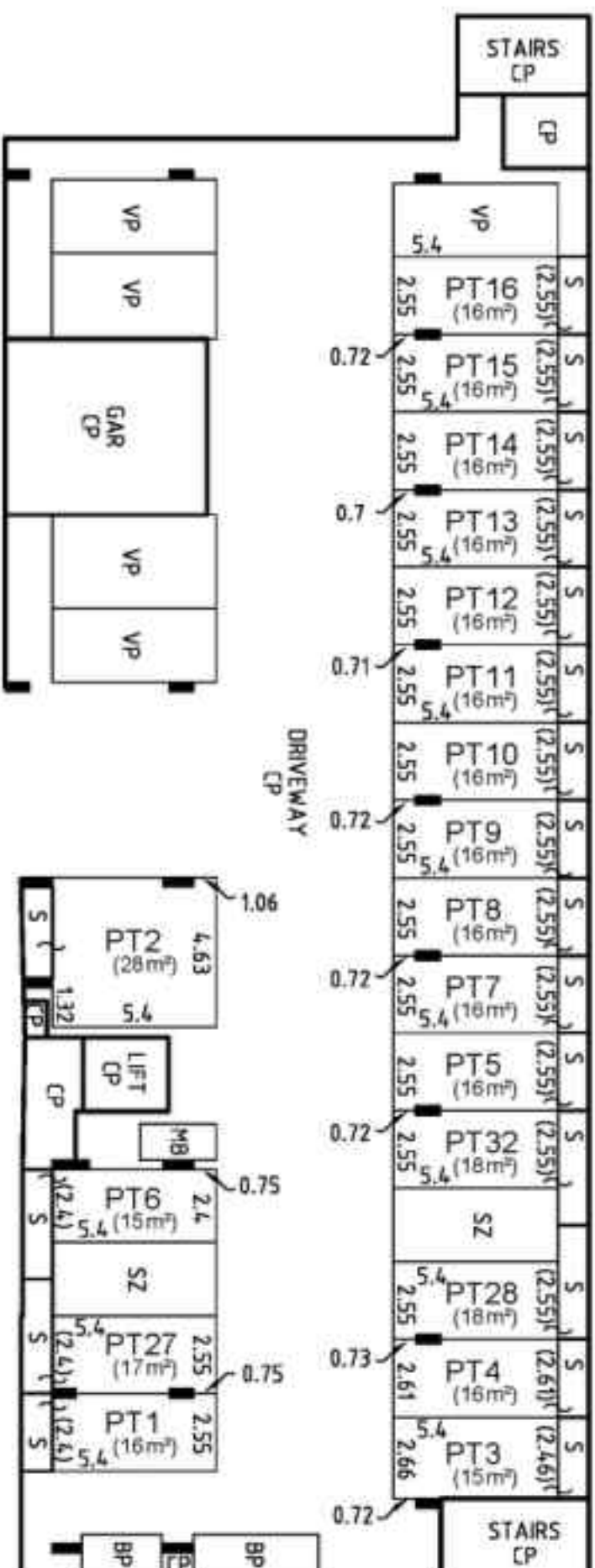
Lengths are in metres:

Registered



26/08/2021

SP103554

BASEMENT 1NOTES:

- BP ~ BICYCLE PARKING (CP)
 CP ~ COMMON PROPERTY
 GAR ~ GARBAGE ROOM
 S ~ STORE
 MB ~ MOTORBIKE PARKING (CP)
 SZ ~ SHARED ZONE (CP)
 VP ~ VISITOR PARKING (CP)

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

- Prolongation of CENTRELINE OF COLUMN
 — Prolongation of FACE OF COLUMN
 — Prolongation of FACE OF STRUCTURE

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

SURVEYOR

PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398

LGA: LIVERPOOL

Registered

Name: CHRISTOPHER MARK IVES

Locality: LIVERPOOL

Date: 23/06/2021

Reduction Ratio 1: 200

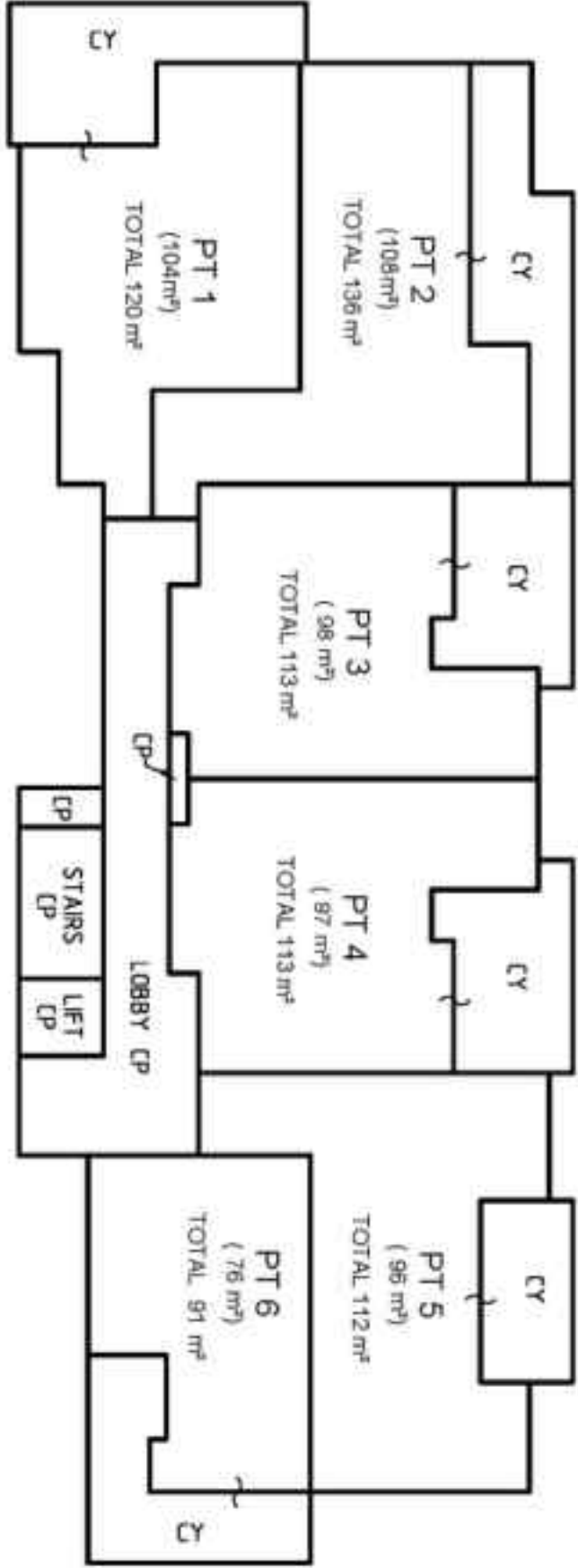
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Lengths are in metres:

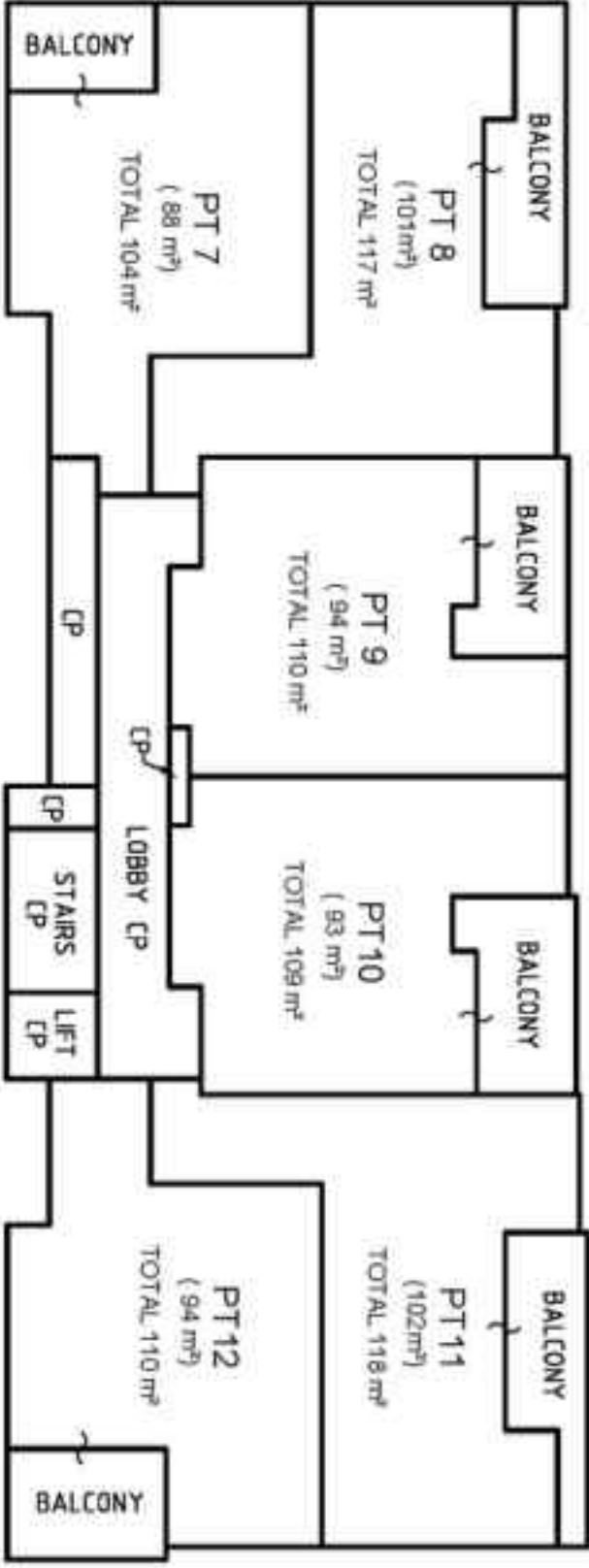


SP103554

GROUND FLOOR



LEVEL 1



NOTES:

CP - COMMON PROPERTY
CY - COURTYARD

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
THE STRATUM OF THE COURTYARDS & BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: CHRISTOPHER MARK IVES
Date: 23/06/2021
Surveyor's Reference: 50192 020SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398

LGA: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio 1: 200
Lengths are in metres:

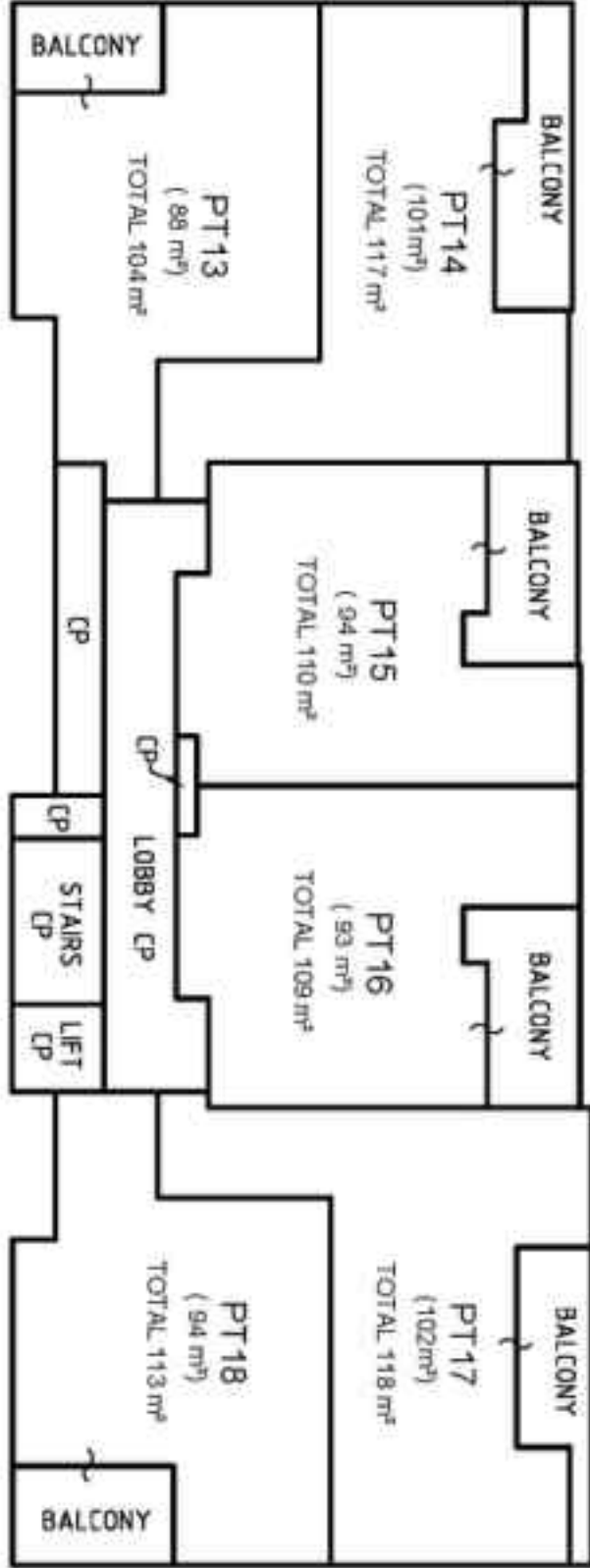
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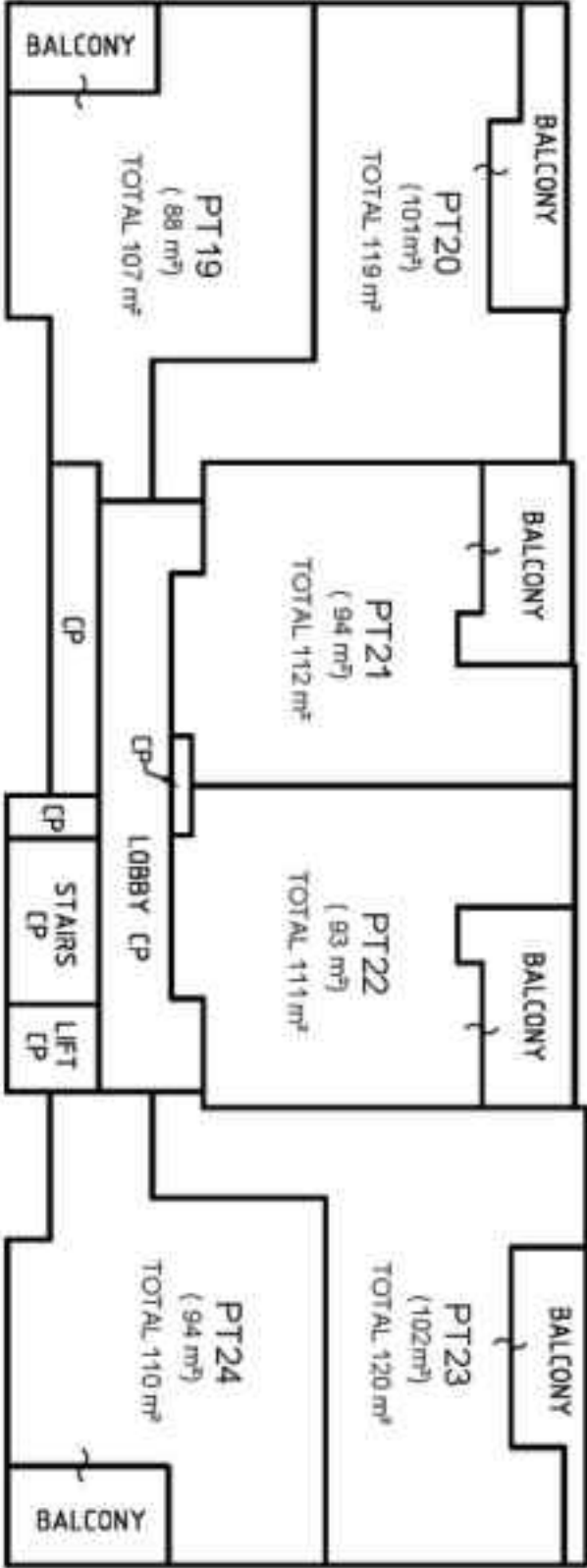
SP103554



LEVEL 2



LEVEL 3



NOTES:

CP ~ COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: CHRISTOPHER MARK IVES

Date: 23/06/2021

Surveyor's Reference: 50192 020SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398

LGA: LIVERPOOL

Locality: LIVERPOOL

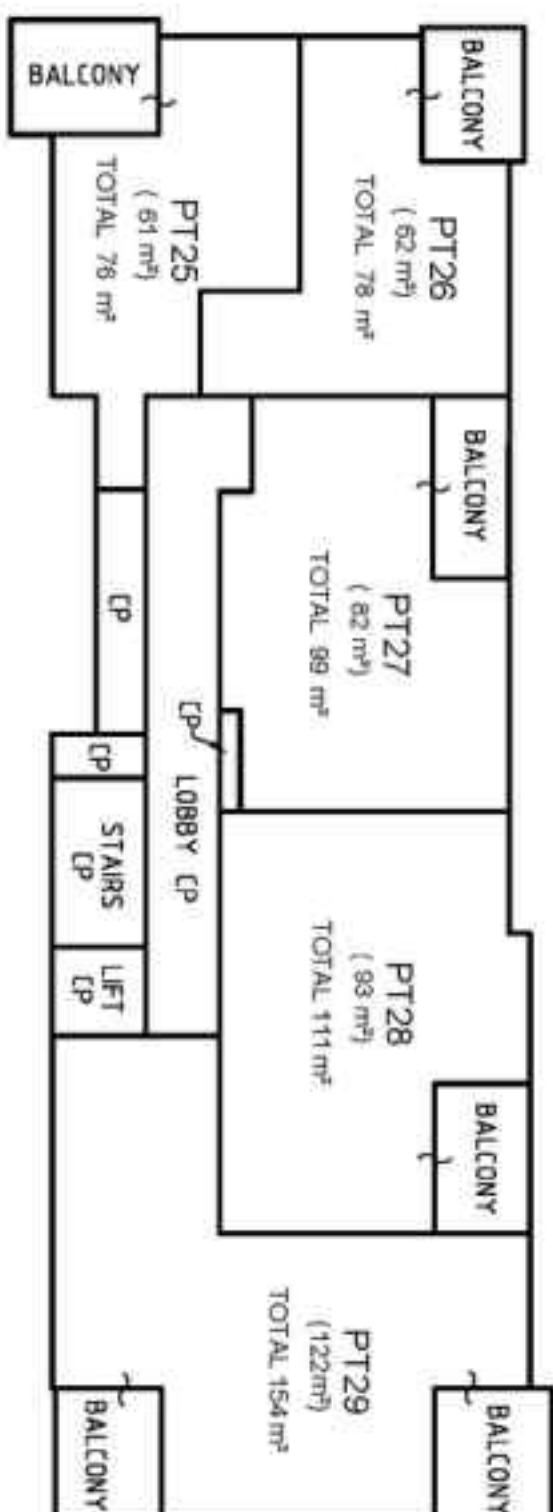
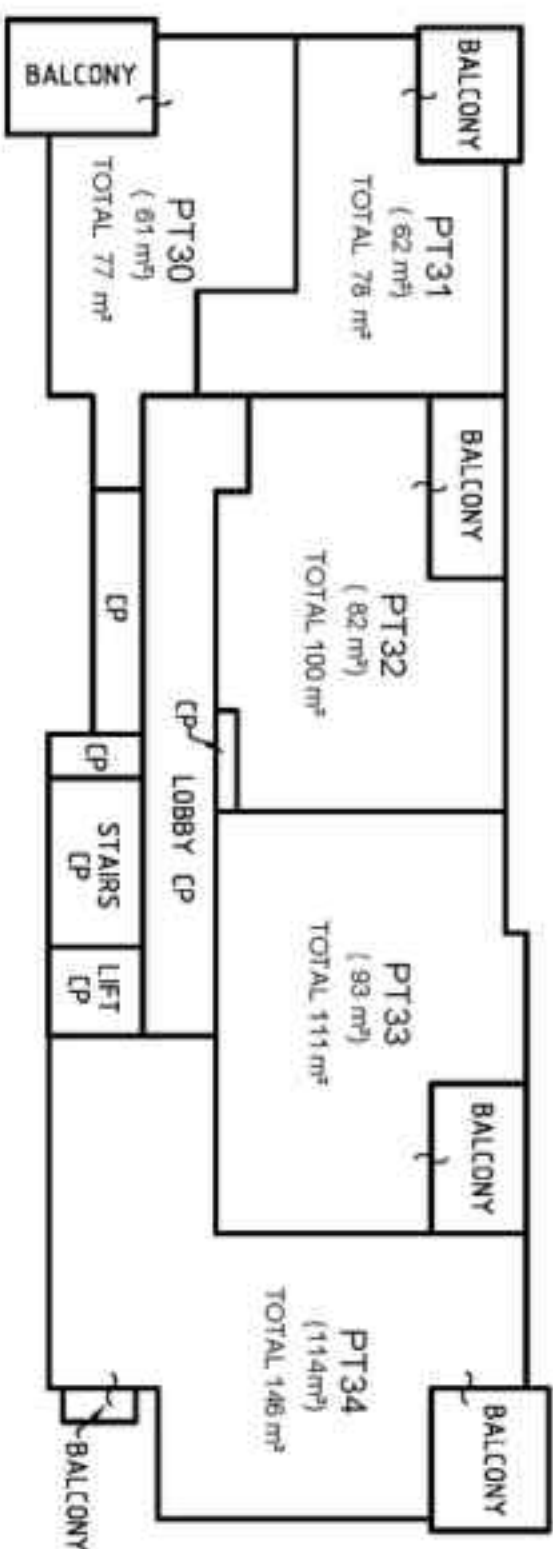
Reduction Ratio 1: 200

Lengths are in metres:

Registered

26/08/2021

SP103554

LEVEL 4LEVEL 5NOTES:

CP ~ COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: CHRISTOPHER MARK IVES

Date: 23/06/2021

Surveyor's Reference: 50192 020SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398

LGA: LIVERPOOL

Locality: LIVERPOOL

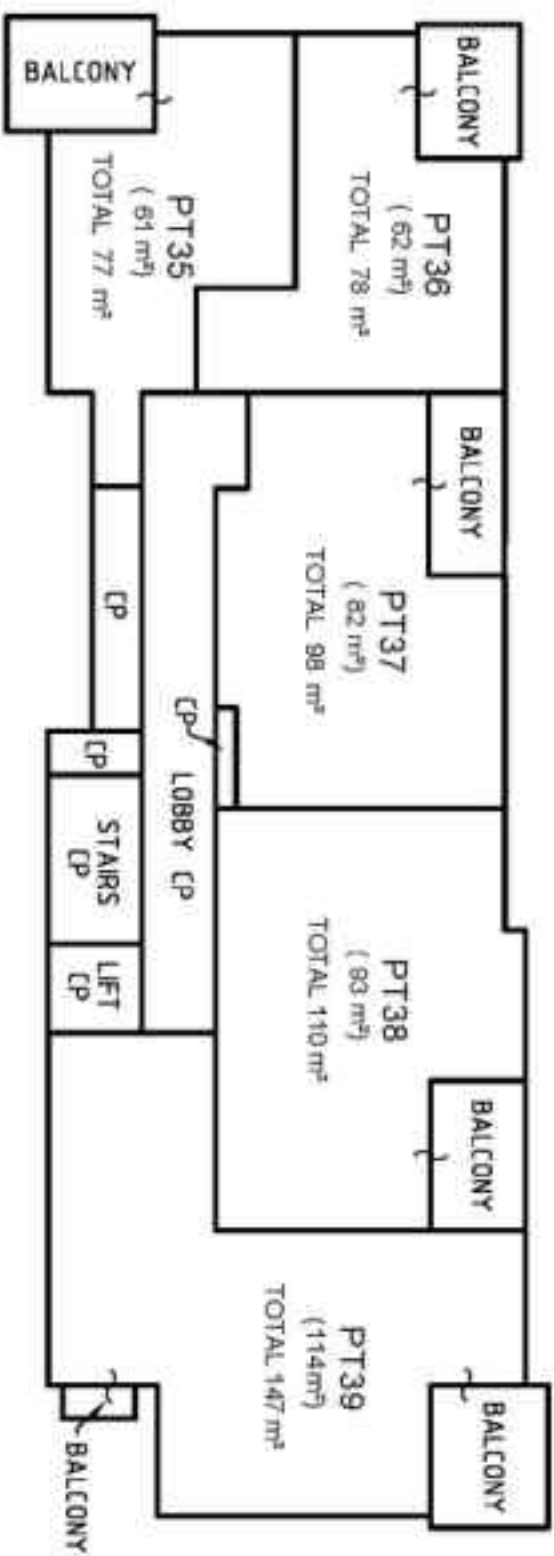
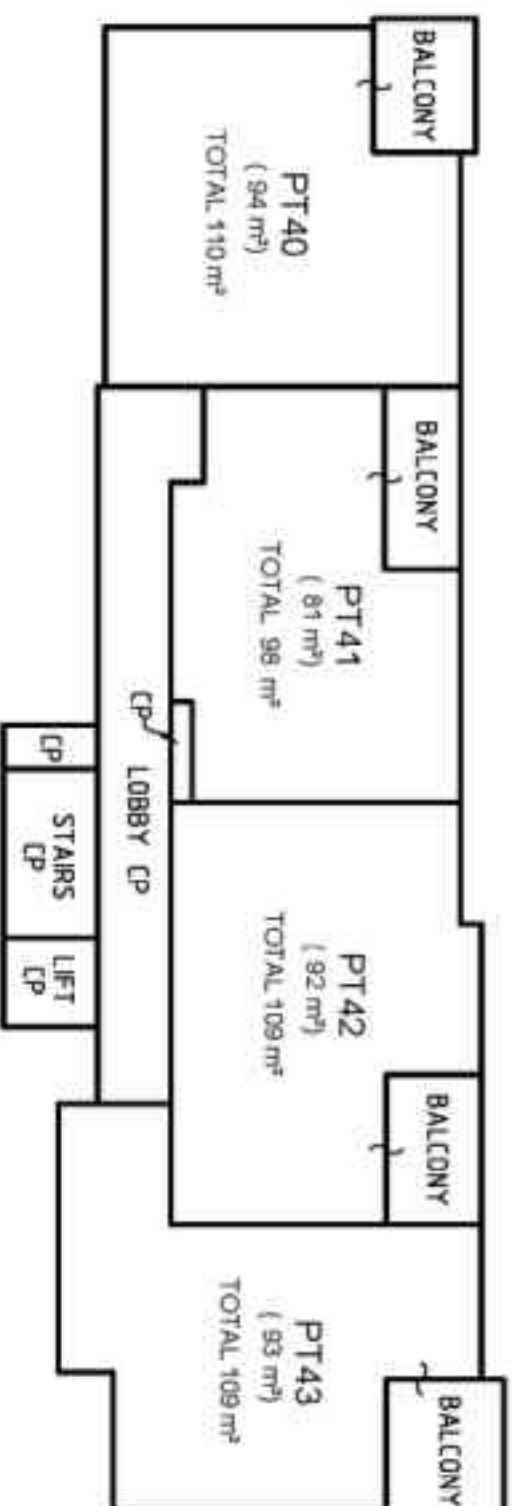
Reduction Ratio 1: 200

Lengths are in metres:

Registered

26/08/2021

SP103554

LEVEL 6LEVEL 7NOTES:

CP ~ COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY COLUMNS AND DUCTS HAVE BEEN SHOWN
 THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR
 RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
 PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name: CHRISTOPHER MARK IVES

Date: 23/06/2021

Surveyor's Reference: 50192 020SP

PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398

LGA: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio 1: 200

Lengths are in metres:

Registered

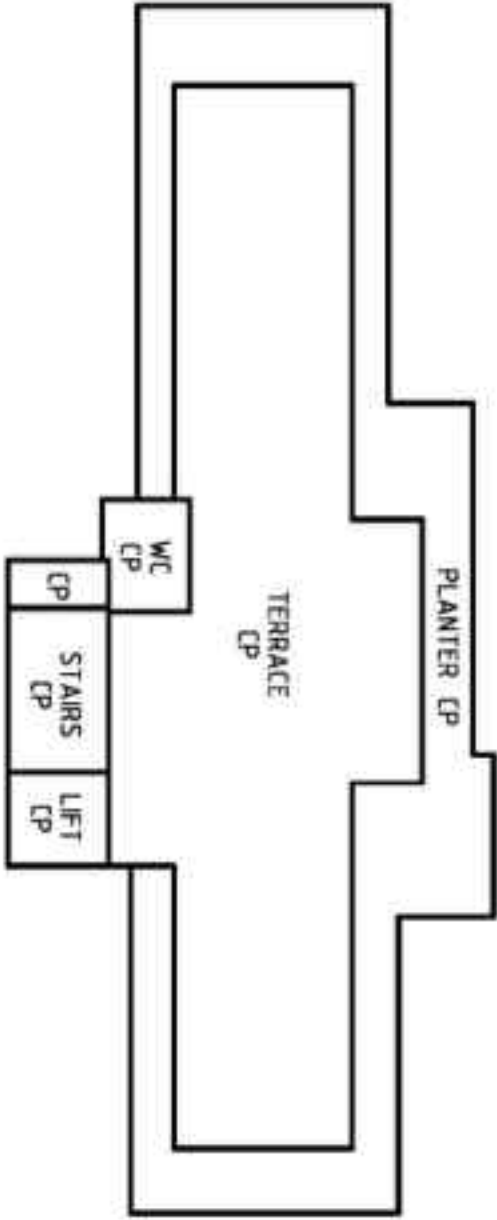


26/08/2021

SP103554



ROOF

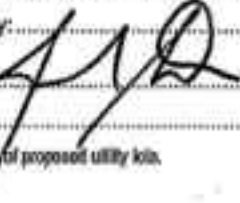
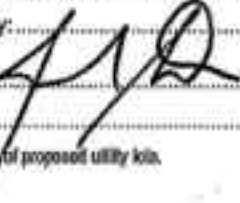


NOTES:

CP ~ COMMON PROPERTY
WC ~ WATER CLOSET

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR Name: CHRISTOPHER MARK IVES Date: 23/06/2021 Surveyor's Reference: 50192 020SP	PLAN OF SUBDIVISION OF LOT 2 IN DP 1248398	LGA: LIVERPOOL. Locality: LIVERPOOL. Reduction Ratio 1: 200 Lengths are in metres:	Registered  26/08/2021	SP103554
--	--	---	--	----------

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 9 sheet(s)	
Office Use Only		Office Use Only			
Registered:  26/08/2021		SP103554			
PLAN OF SUBDIVISION OF LOT 2 IN DP1248398		LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND			
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents		The by-laws adopted for the scheme are:			
33-35 CHARLES STREET LIVERPOOL NSW 2170		* Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.			
Provide an Australian postal address including a postcode					
Surveyor's Certificate		Strata Certificate (Registered Certifier)			
I CHRISTOPHER MARK IVES, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by DP1271245 Signature:  Date: 23/6/21 Surveyor ID: 8935 Surveyor's Reference: 50192 020SP * Insert the deposited plan number or dealing number of the instrument that created the easement		I, <u>GORDON WREN</u> , being a Registered Certifier, registration number <u>SPC 0447</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^a will be created as utility lots and restricted in accordance with Section 53 Strata Schemes Development Act 2015 Certificate Reference: <u>SC 3225</u> Relevant Planning Approval No.: <u>CDC 1640</u> Issued by:  Signature:  Date: 12 th July 2021 ^a Insert lot number of proposed utility lots.			

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 9 sheet(s)																																																																																												
Office Use Only Registered:  26/08/2021		Office Use Only SP103554																																																																																												
VALUER'S CERTIFICATE																																																																																														
I, Kristian Nguyen of Estate Valuations Pty Ltd, being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with: Professional Body: Australian Property Institute Class of membership: FAPI CPV Membership number: 69211 certify that the unit entitlements shown in the schedule herewith were apportioned on 8 July 2021 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015 Signature:  Date: 8 July 2021																																																																																														
SCHEDULE OF UNIT ENTITLEMENT																																																																																														
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"><thead><tr><th style="width: 25%;">LOT NO</th><th style="width: 25%;">UE</th><th style="width: 25%;">LOT NO</th><th style="width: 25%;">UE</th></tr></thead><tbody><tr><td>1</td><td>239</td><td>23</td><td>250</td></tr><tr><td>2</td><td>239</td><td>24</td><td>239</td></tr><tr><td>3</td><td>239</td><td>25</td><td>187</td></tr><tr><td>4</td><td>239</td><td>26</td><td>187</td></tr><tr><td>5</td><td>239</td><td>27</td><td>215</td></tr><tr><td>6</td><td>189</td><td>28</td><td>239</td></tr><tr><td>7</td><td>239</td><td>29</td><td>273</td></tr><tr><td>8</td><td>239</td><td>30</td><td>187</td></tr><tr><td>9</td><td>239</td><td>31</td><td>187</td></tr><tr><td>10</td><td>239</td><td>32</td><td>215</td></tr><tr><td>11</td><td>250</td><td>33</td><td>239</td></tr><tr><td>12</td><td>239</td><td>34</td><td>273</td></tr><tr><td>13</td><td>239</td><td>35</td><td>189</td></tr><tr><td>14</td><td>239</td><td>36</td><td>189</td></tr><tr><td>15</td><td>239</td><td>37</td><td>215</td></tr><tr><td>16</td><td>239</td><td>38</td><td>243</td></tr><tr><td>17</td><td>250</td><td>39</td><td>278</td></tr><tr><td>18</td><td>239</td><td>40</td><td>250</td></tr><tr><td>19</td><td>239</td><td>41</td><td>215</td></tr><tr><td>20</td><td>239</td><td>42</td><td>250</td></tr><tr><td>21</td><td>239</td><td>43</td><td>250</td></tr><tr><td>22</td><td>239</td><td>TOTAL</td><td>10,000</td></tr></tbody></table>			LOT NO	UE	LOT NO	UE	1	239	23	250	2	239	24	239	3	239	25	187	4	239	26	187	5	239	27	215	6	189	28	239	7	239	29	273	8	239	30	187	9	239	31	187	10	239	32	215	11	250	33	239	12	239	34	273	13	239	35	189	14	239	36	189	15	239	37	215	16	239	38	243	17	250	39	278	18	239	40	250	19	239	41	215	20	239	42	250	21	239	43	250	22	239	TOTAL	10,000
LOT NO	UE	LOT NO	UE																																																																																											
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Surveyor's Reference: 50192 020SP																																																																																														

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 9 sheet(s)	
Office Use Only			Office Use Only		
Registered:  26/08/2021			SP103554		
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals- see section 22 Strata Schemes Development Act 2015					
STREET ADDRESS SCHEDULE					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	-	33-35	CHARLES	STREET	LIVERPOOL
1	1	33-35	CHARLES	STREET	LIVERPOOL
2	2	33-35	CHARLES	STREET	LIVERPOOL
3	3	33-35	CHARLES	STREET	LIVERPOOL
4	4	33-35	CHARLES	STREET	LIVERPOOL
5	5	33-35	CHARLES	STREET	LIVERPOOL
6	6	33-35	CHARLES	STREET	LIVERPOOL
7	7	33-35	CHARLES	STREET	LIVERPOOL
8	8	33-35	CHARLES	STREET	LIVERPOOL
9	9	33-35	CHARLES	STREET	LIVERPOOL
10	10	33-35	CHARLES	STREET	LIVERPOOL
11	11	33-35	CHARLES	STREET	LIVERPOOL
12	12	33-35	CHARLES	STREET	LIVERPOOL
13	13	33-35	CHARLES	STREET	LIVERPOOL
14	14	33-35	CHARLES	STREET	LIVERPOOL
15	15	33-35	CHARLES	STREET	LIVERPOOL
16	16	33-35	CHARLES	STREET	LIVERPOOL
17	17	33-35	CHARLES	STREET	LIVERPOOL
18	18	33-35	CHARLES	STREET	LIVERPOOL
19	19	33-35	CHARLES	STREET	LIVERPOOL
20	20	33-35	CHARLES	STREET	LIVERPOOL
21	21	33-35	CHARLES	STREET	LIVERPOOL
22	22	33-35	CHARLES	STREET	LIVERPOOL
23	23	33-35	CHARLES	STREET	LIVERPOOL
24	24	33-35	CHARLES	STREET	LIVERPOOL
25	25	33-35	CHARLES	STREET	LIVERPOOL
26	26	33-35	CHARLES	STREET	LIVERPOOL
27	27	33-35	CHARLES	STREET	LIVERPOOL
28	28	33-35	CHARLES	STREET	LIVERPOOL
29	29	33-35	CHARLES	STREET	LIVERPOOL
30	30	33-35	CHARLES	STREET	LIVERPOOL
31	31	33-35	CHARLES	STREET	LIVERPOOL
32	32	33-35	CHARLES	STREET	LIVERPOOL
33	33	33-35	CHARLES	STREET	LIVERPOOL
Surveyor's Reference: 50192 020SP					

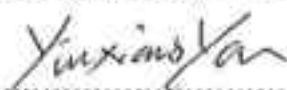
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 9 sheet(s)
Office Use Only		Office Use Only
Registered:  26/08/2021		SP103554

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE continued

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
34	34	33-35	CHARLES	STREET	LIVERPOOL
35	35	33-35	CHARLES	STREET	LIVERPOOL
36	36	33-35	CHARLES	STREET	LIVERPOOL
37	37	33-35	CHARLES	STREET	LIVERPOOL
38	38	33-35	CHARLES	STREET	LIVERPOOL
39	39	33-35	CHARLES	STREET	LIVERPOOL
40	40	33-35	CHARLES	STREET	LIVERPOOL
41	41	33-35	CHARLES	STREET	LIVERPOOL
42	42	33-35	CHARLES	STREET	LIVERPOOL
43	43	33-35	CHARLES	STREET	LIVERPOOL

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 9 sheet(s)
Office Use Only		Office Use Only
Registered:  26/08/2021	SP103554	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 - Signatures and seals- see section 22 Strata Schemes Development Act 2015		
EXECUTED by YAN SCHOFIELDS PROPERTY PTY LTD ACN 626 818 906 in accordance with Section 127 of the Corporations Act  Signature of Director SOLE DIRECTOR /secretary  NAME (please print)		
..... Signature of Director/secretary NAME (please print)		
Surveyor's Reference: 50192 020SP		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 6 of 9 sheet(s)
Office Use Only		Office Use Only
Registered:  26/08/2021	SP103554	
This sheet is for the provision of the following information as required: • Any information which cannot fit in the appropriate panel of any previous administration sheets • A schedule of street addresses • Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see section 22 Strata Schemes Development Act 2015		
THE COMMON SEAL OF EXECUTED BY YAN LIVERPOOL PROPERTY PTY LTD ACN 643 808 913 ATF YAN LIVERPOOL PROPERTY TRUST was hereto affixed on <u>IN ACCORDANCE WITH SECTION 127</u> pursuant to a resolution on the Trust OF THE CORPORATIONS ACT As a duly convened meeting in the presence of  Signature of Member SOLE DIRECTOR/SECRETARY Signature of Member <u>Yin Xiang Yan</u> Name of Member Name of Member		
Surveyor's Reference: 50192 020SP		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 9 sheet(s)				
Office Use Only		Office Use Only				
Registered:  26/08/2021	SP103554					
This sheet is for the provision of the following information as required: • Any information which cannot fit in the appropriate panel of any previous administration sheets • A schedule of street addresses • Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see section 22 Strata Schemes Development Act 2015						
THE COMMON SEAL OF EXECUTED BY COPELAND STREET LIVERPOOL PTY LTD ACN 612 725 514 ATF COPELAND ST PROPERTY TRUST was hereto affixed on <u>IN ACCORDANCE WITH SECTION 127</u> pursuant to a resolution on the Trust OF THE CORPORATIONS ACT As a duly convened meeting in the presence of <table><tr><td> Signature of Member DIRECTOR</td><td> Signature of Member DIRECTOR</td></tr><tr><td><u>Jia Xian Liu</u> Name of Member</td><td><u>John Pouchanne</u> Name of Member</td></tr></table>			 Signature of Member DIRECTOR	 Signature of Member DIRECTOR	<u>Jia Xian Liu</u> Name of Member	<u>John Pouchanne</u> Name of Member
 Signature of Member DIRECTOR	 Signature of Member DIRECTOR					
<u>Jia Xian Liu</u> Name of Member	<u>John Pouchanne</u> Name of Member					
Surveyor's Reference: 50192 020SP						

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 8 of 9 sheet(s)				
Office Use Only		Office Use Only				
Registered:  26/08/2021		SP103554				
This sheet is for the provision of the following information as required: • Any information which cannot fit in the appropriate panel of any previous administration sheets • A schedule of street addresses • Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see section 22 Strata Schemes Development Act 2015						
THE COMMON SEAL OF EXCLUDED BY CHARLES ST PROJECTS PTY LTD ACN 611 179 527 ATF CHARLES ST PROPERTY TRUST was hereto affixed on <u>IN ACCORDANCE WITH SECTION 127</u> pursuant to a resolution on the Trust OF THE CORPORATIONS ACT. As a duly convened meeting in the presence of <table><tr><td> Signature of Member DIRECTOR</td><td> Signature of Member DIRECTOR</td></tr><tr><td><u>Chao Wang</u> Name of Member</td><td><u>John Bachmann</u> Name of Member</td></tr></table>			 Signature of Member DIRECTOR	 Signature of Member DIRECTOR	<u>Chao Wang</u> Name of Member	<u>John Bachmann</u> Name of Member
 Signature of Member DIRECTOR	 Signature of Member DIRECTOR					
<u>Chao Wang</u> Name of Member	<u>John Bachmann</u> Name of Member					
Surveyor's Reference: 50192 020SP						

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Printed in the United States of America

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STREET

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DP1248398

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  8/10/2019 Title System: TORRENS		Office Use Only DP1248398		Office Use Only	
PLAN OF SUBDIVISION OF LOT 28 IN DP2819, LOT 29 IN DP111003 AND LOT 100 IN DP1232540		LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND			
Survey Certificate I, ANTHONY GUY MITCHELL of STRATASURV PO BOX 305 FIVE DOCK NSW 2046 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 6 SEPT 2019 *(b) The part of the land shown in the plan ("being" excluding ...) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</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 2017</i> . Datum Line: "X" - "Y" Type: "Urban"/ Rural The terrain is Level Undulating / "Steep Mountainous" Signature:  Dated: 10/9/19 Surveyor Identification No: 127 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *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.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
Subdivision Certificate I, <u>STEPHEN MONTE</u> "Authorised Person"/ General Manager /Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: LIVERPOOL CITY COUNCIL Date of endorsement: 01-10-2019 Subdivision Certificate number: SC-96/2019 File number: DA-875/2018 *Strike through if inapplicable.					
Plans used in the preparation of survey/compilation. DP2819 DP111003 DP500066 DP626541 DP1035936 DP1232540 DP1242306 DP1249060		Statements of intention to dedicate public roads, public reserves and drainage reserves.			
SURVEYOR'S REFERENCE: 42025T01		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 4 sheet(s)

Office Use Only		Office Use Only	
Registered:  8/10/2019		DP1248398	
PLAN OF SUBDIVISION OF LOT 28 IN DP2819, LOT 29 IN DP111003 AND LOT 100 IN DP1232540			
Subdivision Certificate No: <u>SC-96/2019</u> Date of Endorsement: <u>01-10-2019</u>			
		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • 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.	

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

1. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A)
2. EASEMENT FOR VEHICULAR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (V)
3. RIGHT TO USE RECREATIONAL AREA VARIABLE WIDTH LIMITED IN STRATUM (REC)
4. EASEMENT FOR SERVICES (WHOLE OF THE LOT)
5. EASEMENT FOR SERVICES (ACCESS) (WHOLE OF THE LOT)
6. EASEMENT FOR FUTURE SERVICES (WHOLE OF THE LOT)
7. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF THE LOT)
8. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF THE LOT)
9. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF THE LOT)
10. EASEMENT FOR CONSTRUCTION AND CRANAGE PURPOSES (WHOLE OF THE LOT)
11. EASEMENT FOR CONSTRUCTION PURPOSES VARIABLE WIDTH LIMITED IN STRATUM (C)
12. RESTRICTION ON THE USE OF LAND (WASHING)
13. RESTRICTION ON THE USE OF LAND

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	33	CHARLES	STREET	LIVERPOOL
2	33	CHARLES	STREET	LIVERPOOL

(If space is insufficient use additional enclosure sheet)

SURVEYOR'S REFERENCE: 4202ST01

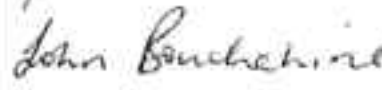
PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 4 sheet(s)

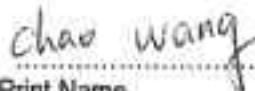
Office Use Only		Office Use Only	
Registered:  8/10/2019	DP1248398		
PLAN OF SUBDIVISION OF LOT 28 IN DP2819, LOT 29 IN DP111003 AND LOT 100 IN DP1232540			
Subdivision Certificate No: <u>SC-96/2019</u>	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • 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.		
Date of Endorsement: <u>01-10-2019</u>			

SIGNED by CHARLES ST PROJECTS PTY LTD (ACN: 611 179 527) in accordance with section 127 of the Corporations Act 2001 and in the presence of:


.....
Sole Director/Secretary


.....
Print Name


.....
Director


.....
Print Name

(If space is insufficient use additional separate sheet)

SURVEYOR'S REFERENCE: 4202ST01

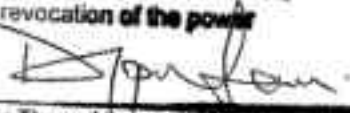
PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 4 sheet(s)

Office Use Only		Office Use Only	
Registered:  8/10/2019	DP1248398		
PLAN OF SUBDIVISION OF LOT 28 IN DP2819, LOT 29 IN DP111003 AND LOT 100 IN DP1232540			
Subdivision Certificate No: <u>SC-96/2019</u>		This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • 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.	
Date of Endorsement: <u>01-10-2019.</u>			

EXECUTED BY WESTPAC BANKING CORPORATION:

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.

Signature Tier Three Attorney 
Name: Disincent

Witness Signature 
Name: MELVIN SANUEL
Level 3/25 Restwell St Bankstown NSW 2200

(If space is insufficient use additional annex sheet)

SURVEYOR'S REFERENCE: 4202ST01

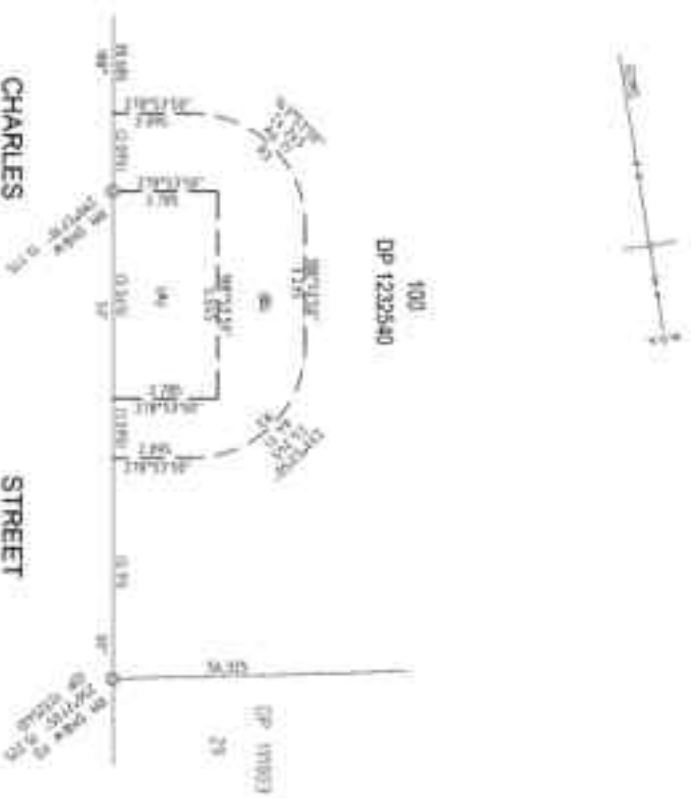


DIAGRAM
SCALE 1:500

COMMENTS: INITIAL									
DATE	NAME	REMARKS	DATE	NAME	REMARKS	DATE	NAME	REMARKS	DATE
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07
10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07	DP 1249060	DP 1249060	10/10/07

(A) EASEMENT FOR PASADENA SUBSECTION 2. THE WORK
(B) RESTRICTION ON THE USE OF LAND

Survey: Overlaid with new lot
Date of Survey: 10/10/07
Surveyor: 10/10/07

PLAN OF EASEMENTS OVER LOT 100 DP 1249060

USA: LINDSEY
LINDSEY LINDSEY
LINDSEY LINDSEY
LINDSEY LINDSEY

Registered
7/12/2008

DP1249060

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Registered:  7.12.2018 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF EASEMENTS OVER LOT 100 DP1232540		LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND		DP1249060	
Survey Certificate I, CHRISTOPHER MARK IVES of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: * (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 8/11/18. * (b) The part of the land shown in the plan ("being" excluding " was surveyed in accordance with the Surveying and Spatial information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or * (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: "Urban"/Rural The terrain is "Level-Undulating" / "Steep-Mountainous". Signature:  Dated: 6/12/18 Surveyor Identification No: 8935 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		Subdivision Certificate I, *Authorised Person*/General Manager*/Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1232540		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 43772 022DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)
Office Use Only Registered:  7.12.2018 PLAN OF EASEMENTS OVER LOT 100 DP1232540 Subdivision Certificate number: Date of Endorsement:		Office Use Only DP1249060 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 80(c) <i>SSI Regulation 2017</i> • 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.
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE: 1. EASEMENT FOR PADMOUNT SUBSTATION 2.785 WIDE (A) 2. RESTRICTION ON THE USE OF LAND (B)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 43772 022DP		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)
Office Use Only Registered:  7.12.2018 PLAN OF EASEMENTS OVER LOT 100 DP1232540 Subdivision Certificate number: Date of Endorsement:	Office Use Only DP1249060 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SS/ Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
EXECUTED by CHARLES ST PROJECTS PTY LTD ACN 611 179 527 in accordance with Section 127 of the Corporations Act  Signature of Director John Boucharaine NAME (please print)  Signature of Director/secretary Chao Wang NAME (please print)		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 43772 022DP		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Registered:  7.12.2018	Office Use Only
PLAN OF EASEMENTS OVER LOT 100 DP1232540	Office Use Only
Subdivision Certificate number: _____ Date of Endorsement: _____	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SS/ Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

MORTGAGEE:

WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322
in the presence of:



Tung Tran
Tier 3 Attorney

Attorney Signature
Name and Tier of Attorney (print)

Manuel.

Witness Signature
Name and Address of Witness (print)

MELVIN SAMUEL.
St George Bank
Level 3, 57 Restwell Street
Banksstown NSW 2200

If space is insufficient use additional annexure sheet

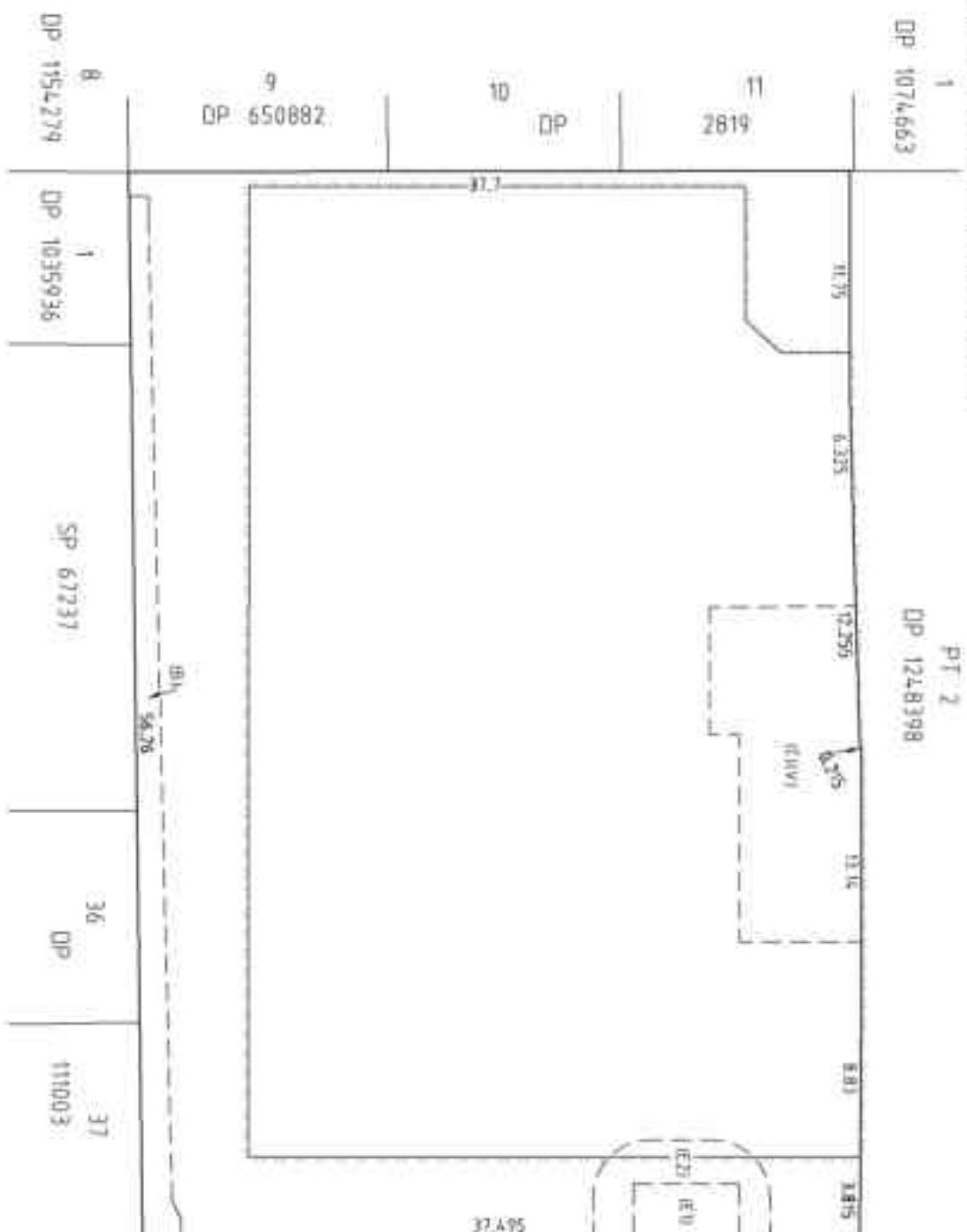
Surveyor's Reference: 43772 022DP

PLAN FORM 1 (A2)

- (B) EASEMENT TO DRAIN WATER 1' WIDE, 2' WIDE & VARIABLE WIDTH (DP 1242306)
- (C) EASEMENT FOR PUMP-OUT STATION 2.75' WIDE (DP 1243660)
- (E2) RESTRICTION ON THE USE OF LAND (DP 1241060)
- (C) EASEMENT FOR CONSTRUCTION PURPOSES VARIABLE WIDTH LIMITED BY STRUTUM (DP 1246898)
- (V) EASEMENT FOR VEHICULAR ACCESS VARIABLE WIDTH LIMITED BY STRUTUM (DP 1246398)

LOCATION PLAN

BASEMENT LEVEL 2 & BELOW



STREET



CHARLES

3. 2. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 8

Christopher Mankiw

Date: 09-10-2016

Surveyor's Reference 45772-02000

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA LIMITED

Locality: LIVERPOOL.

Production Ratio: 250

Lengths are in meters

Registered



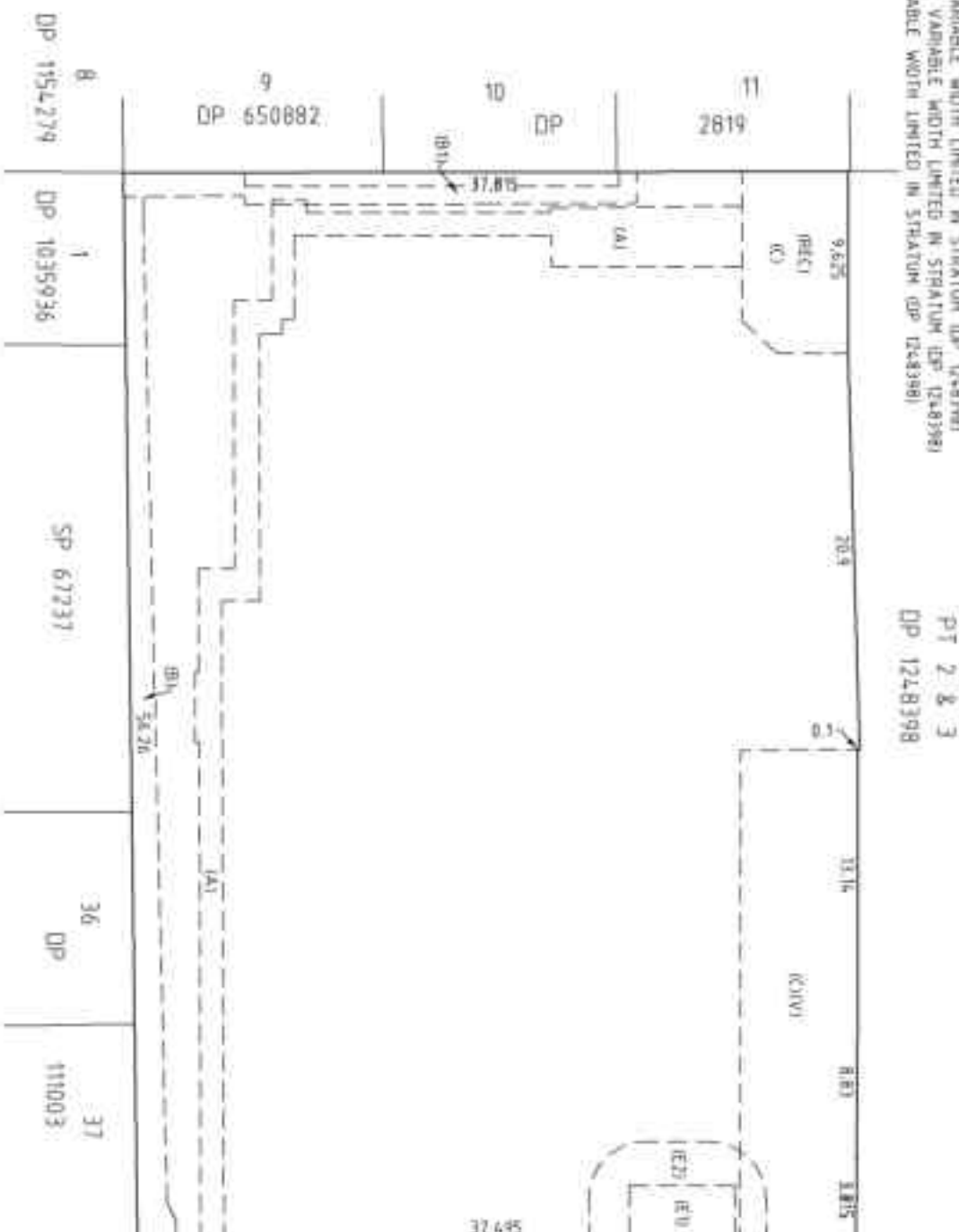
6.11.2019

SP100216

LOCATION PLAN

GROUND LEVEL & ABOVE

- (B1) EASEMENT TO DRAIN WATER 1 WIDE 2 WIDE & VARIABLE WIDTH (DP 1242306)
 (B2) EASEMENT TO DRAIN WATER 0.94 WIDE & 1.21 WIDE LIMITED IN STRATHUN (DP 1242306)
 (E1) EASEMENT FOR PADMOUNT SUBSTATION 2.785 WIDE (DP 1244960)
 (E2) RESTRICTION ON THE USE OF LAND (DP 1244960)
 (A1) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATHUN (DP 1244960)
 (E3) RIGHT TO USE RECREATIONAL AREA VARIABLE WIDTH LIMITED IN STRATHUN (DP 1244960)
 (C1) EASEMENT FOR CONSTRUCTION PURPOSES VARIABLE WIDTH LIMITED IN STRATHUN (DP 1244960)
 (V1) EASEMENT FOR VEHICULAR ACCESS VARIABLE WIDTH LIMITED IN STRATHUN (DP 1244960)

PT 2 & 3
DP 1248398

STREET

CHARLES



SURVEYOR
 Name CHRISTOPHER MARK WELLS
 Date 08.10.2019
 Surveyor's Reference 4577202000

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248398

LGA LIVERPOOL
 Locality LIVERPOOL
 Reduction Ratio 1:250
 Lengths are in metres

Registered



8.11.2019

SP100216

BASEMENT LEVEL 2

SEE DIAGRAM 1
SHEET 8

NOTES:

- BP - BUILT BACK (CP)
- CP - COMMON PROPERTY
- ST - STORAGE
- SZ - SHARED ZONE (CP)

- PROJECTION OF FACE OF STRUCTURE
- PROJECTION OF FACE OF COLUMN
- PROJECTION OF CENTRELINE OF COLUMN
- PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name CHRISTOPHER MARK WELLS

Date 08.10.2019

Surveyor's Reference 4377202019

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA LIVERPOOL

Locality LIVERPOOL

Reduction Ratio 1:200

Lengths are in metres

Registered

8.11.2019

SP100216

| | | | | |
|---|--|---|---|----------|
| SURVEYOR
Name CHILICOTHEE MARK IVES
Date 09-10-2019
Surveyor's Reference 43772 02269 | PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396 | LGA UWERPOOL
Locality UWERPOOL
Reduction Ratio 1:100
Lengths are in metres | Registered
 8/11/2019 | SP100216 |
|---|--|---|---|----------|

BASEMENT LEVEL 1



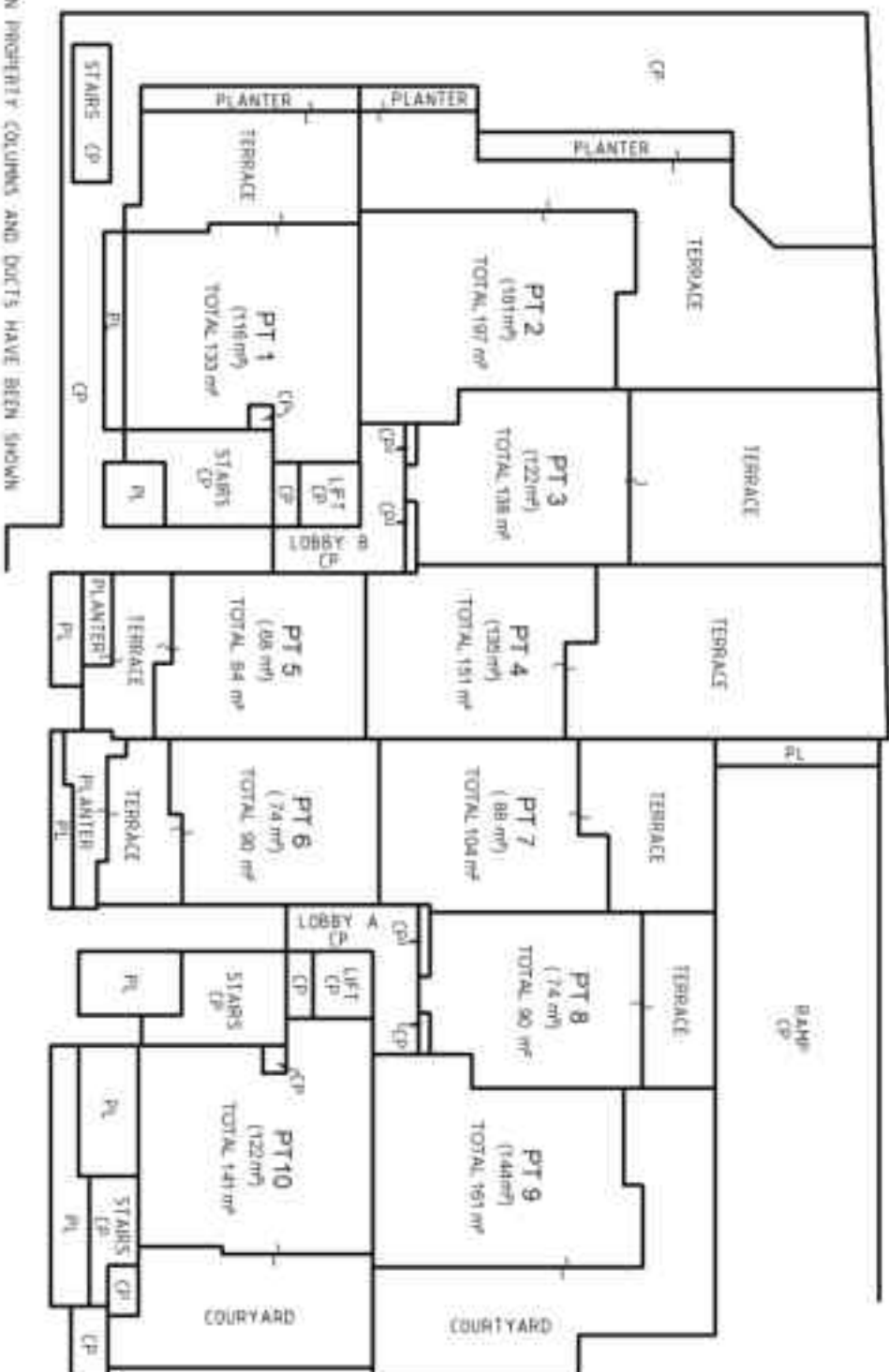
NOTES:

- VP - VISITOR PARKING (CP)
- BR - BONE BACK (CP)
- CP - COMMON PROPERTY
- HP - MOTORHOME PARKING (CP)
- ST - STORAGE
- SZ - SHARED ZONE (CP)
- W/C - WATER CLOSET

- PROLONGATION OF FACE OF STRUCTURE
- PROLONGATION OF FACE OF COLUMN
- PROLONGATION OF CENTRELINE OF COLUMN
- PERPENDICULAR

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.

| | | | | |
|----------------------|--|--|-------------------------|----------|
| SURVEYOR | PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396 | LGA: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres | Registered
B.11.2019 | SP100216 |
| Name | CHRISTOPHER MARK WELLS | | | |
| Date | 09.10.2019 | | | |
| Surveyor's Reference | 4577202009 | | | |

GROUND LEVEL

NOTES:
CP - COMMON PROPERTY
PL - PLANTER (CP)

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

THE STRUTUM OF THE PLANTERS AND TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HANDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

THE STRUTUM OF THE COURTYARDS ARE LIMITED IN DEPTH TO 1 BELOW THE UPPER SURFACE OF THEIR RESPECTIVE (GROUND FLOOR UNIT UNLESS THE UPPER SURFACE OF THE BASEMENT) CEILING STRUCTURE IS WITHIN THIS LIMIT AND LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE GROUND FLOOR UNIT UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

CHRISTOPHER MARK WELLS

Date 09.10.2019

Surveyor's Reference 4577202019

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

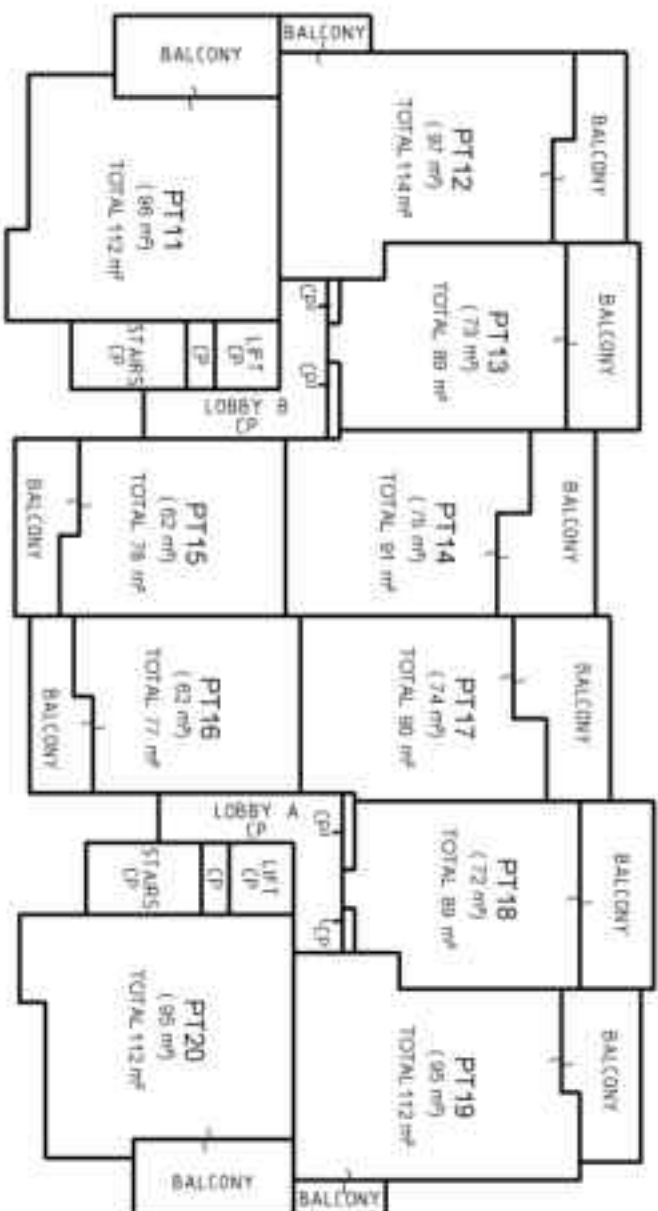
Lengths are in metres

Registered

8.11.2019

SP100216

LEVEL 1



NOTES:

CP - COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name CHRISTOPHER MARK WELLS

Date 09.10.2019

Surveyor's Reference 4577202009

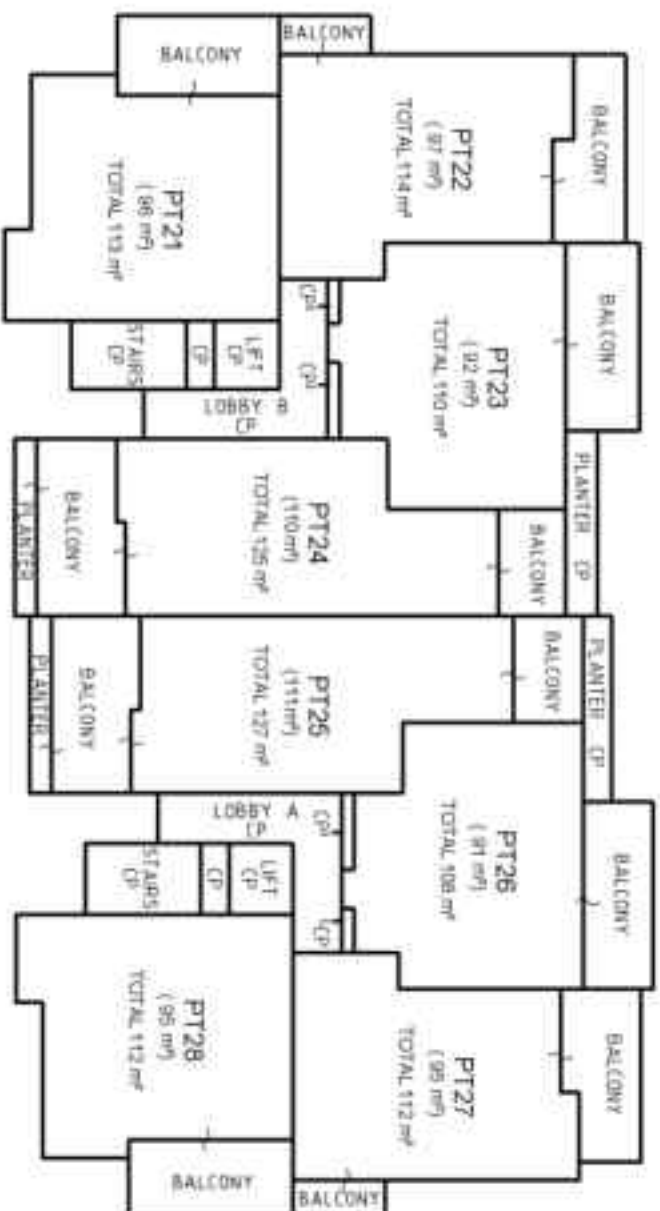
PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA LIVERPOOL
Locality LIVERPOOL
Reduction Ratio 1:200
Lengths are in metres

Registered

8.11.2019

SP100216

LEVEL 2

NOTES:

CP - COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

CHRISTOPHER MARK WELLS

Date 09.10.2019

Surveyor's Reference 4577202009

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA: LIVERPOOL

Locality: LIVERPOOL

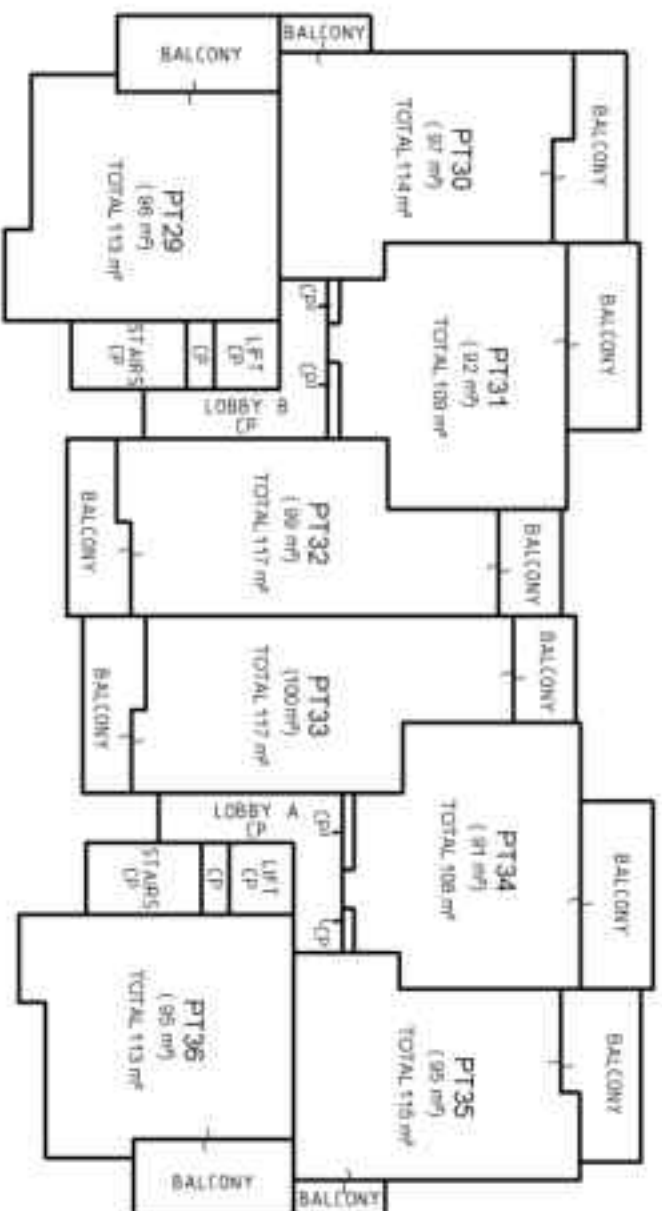
Reduction Ratio: 1:200

Lengths are in metres

Registered

8.11.2019

SP100216

LEVEL 3

NOTES:

CP - COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

| | | | | |
|----------------------|--|--|-------------------------|----------|
| SUBJECT | PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396 | LGA: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres | Registered
8.11.2019 | SP100216 |
| Name | CHRISTOPHER MARK WELLS | | | |
| Date | 08.10.2019 | | | |
| Surveyor's Reference | 4377202009 | | | |

LEVEL 4

NOTES:

CP - COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

CHRISTOPHER MARK WELLS

Date 09.10.2019

Surveyor's Reference 4577202004

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

Lengths are in metres

Registered



8.11.2019

SP100216

LEVEL 5



NOTES:

CP - COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMATIC DEVELOPMENT ACT 2015

SURVEYOR

CHRISTOPHER MARK WELLS

Date 09.10.2019

Surveyor's Reference 4577202019

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA LIVERPOOL

Locality LIVERPOOL

Reduction Ratio 1:200

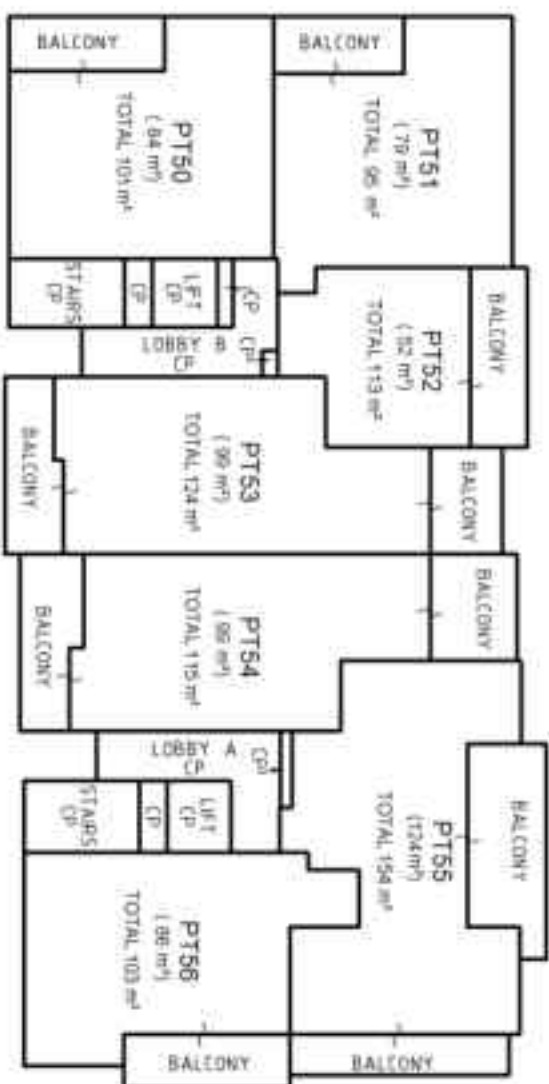
Lengths are in metres

Registered



8.11.2019

SP100216

LEVEL 6NOTES:

CP - COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

SURVEYOR

Name CHRISTOPHER MARK WELLS

Date 09.10.2019

Surveyor's Reference 4377202009

PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396

LGA LIVERPOOL

Locality LIVERPOOL

Reduction Ratio 1:200

Lengths are in metres

Registered



8.11.2019

SP100216

LEVEL 7

NOTES:

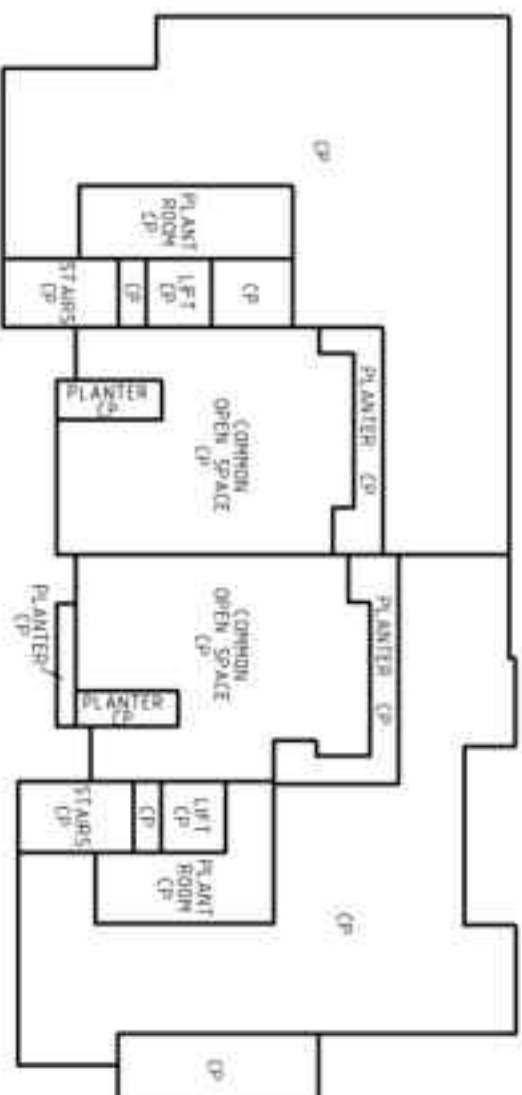
CP - COMMON PROPERTY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

| | | | | |
|----------------------------------|--|--|-------------------------|----------|
| SURVEYOR | PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396 | LGA: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres | Registered
8.11.2019 | SP100216 |
| Name: CHRISTOPHER MARK WELLS | | | | |
| Date: 08.10.2019 | | | | |
| Surveyor's Reference: 4577202009 | | | | |

ROOF LEVEL

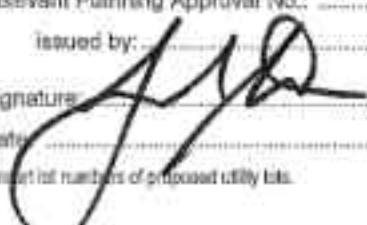
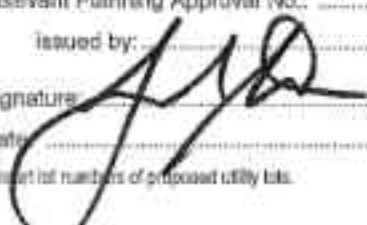
NOTES:

CP = COMMON PROPERTY

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

| | | | | |
|--|---|---|--|----------|
| SURVEYOR
Name CHRISTOPHER MARK WELLS
Date 09.10.2019
Surveyor's Reference 4577202016 | PLAN OF SUBDIVISION OF LOT 1 IN DP 1248396 | LGA LIVERPOOL
Locality LIVERPOOL
Reduction Ratio 1:200
Lengths are in metres | Registered
 8.11.2019 | SP100216 |
|--|---|---|--|----------|

ePlan

| | | | | | |
|---|--|--|--|-----------------------|--|
| SP FORM 3.01 | | STRATA PLAN ADMINISTRATION SHEET | | Sheet 1 of 6 sheet(s) | |
| Office Use Only | | Office Use Only | | | |
| Registered:  8.11.2019 | | SP100216 | | | |
| PLAN OF SUBDIVISION OF LOT 1 IN DP1248398 | | LGA: LIVERPOOL
Locality: LIVERPOOL
Parish: ST LUKE
County: CUMBERLAND | | | |
| This is a *FREEHOLD/LEASEHOLD Strata Scheme | | | | | |
| Address for Service of Documents
37-41 CHARLES STREET
LIVERPOOL NSW 2170
Provide an Australian postal address including a postcode | | The by-laws adopted for the scheme are:
* Model by-laws for residential strata schemes together with:
Keeping of animals: Option *A/B
Smoke penetration: Option *A/B
(see Schedule 3 Strata Schemes Management Regulation 2016)
* The strata by-laws lodged with the plan. | | | |
| Surveyor's Certificate
I, CHRISTOPHER MARK IVES,
of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072,
being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.
*The building encroaches on:
*(a) a public place
*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^
Signature: 
Date: 9/10/19
Surveyor ID: 8935
Surveyor's Reference: 43772 020SP
* Insert the deposited plan number or dealing number of the instrument that created the easement. | | Strata Certificate (Accredited Certifier)
I, <u>GORDON WREN</u> , being an Accredited Certifier, accreditation number <u>888 0447</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .
*(a) This plan is part of a development scheme.
*(b) The building encroaches on a public place and in accordance with section 82(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or the subdivision specifying the existence of the encroachment.
*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with Section 53 Strata Schemes Development Act 2015 .
Certificate Reference: SC 3132
Relevant Planning Approval No.: CDC 1219
issued by: 
Signature: 
Date: 11 th Oct 2019
* Insert lot numbers of proposed utility lots. | | | |

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:  8.11.2019

SP100216

VALUER'S CERTIFICATE

I, **Kristian Nguyen FAPI CPV, API Member No. 69211 of Estate Valuations Pty Ltd**, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: 

Date: **27 September 2019**

SCHEDULE OF UNIT ENTITLEMENT

| LOT NO | UE | LOT NO | UE | LOT NO | UE |
|--------|-----|--------|-----|--------------|---------------|
| 1 | 174 | 23 | 164 | 45 | 195 |
| 2 | 183 | 24 | 164 | 46 | 194 |
| 3 | 138 | 25 | 164 | 47 | 164 |
| 4 | 142 | 26 | 164 | 48 | 201 |
| 5 | 133 | 27 | 164 | 49 | 164 |
| 6 | 133 | 28 | 164 | 50 | 160 |
| 7 | 136 | 29 | 164 | 51 | 155 |
| 8 | 133 | 30 | 164 | 52 | 172 |
| 9 | 182 | 31 | 164 | 53 | 164 |
| 10 | 174 | 32 | 164 | 54 | 164 |
| 11 | 164 | 33 | 164 | 55 | 201 |
| 12 | 164 | 34 | 164 | 56 | 160 |
| 13 | 133 | 35 | 164 | 57 | 160 |
| 14 | 133 | 36 | 164 | 58 | 155 |
| 15 | 133 | 37 | 160 | 59 | 164 |
| 16 | 133 | 38 | 155 | 60 | 164 |
| 17 | 133 | 39 | 132 | 61 | 201 |
| 18 | 133 | 40 | 164 | 62 | 160 |
| 19 | 164 | 41 | 164 | | |
| 20 | 164 | 42 | 197 | TOTAL | 10,000 |
| 21 | 164 | 43 | 164 | | |
| 22 | 164 | 44 | 160 | | |

| | | |
|--|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 3 of 6 sheet(s) |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Office Use Only</p> <p>Registered:  8.11.2019</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP100216</div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div> | | |

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

STREET ADDRESS SCHEDULE

| LOT
NUMBER | SUB-ADDRESS
NUMBER | ADDRESS
NUMBER | ROAD NAME | ROAD TYPE | LOCALITY NAME |
|---------------|-----------------------|-------------------|-----------|-----------|---------------|
| CP | | 37-41 | CHARLES | STREET | LIVERPOOL |
| 1 | 1 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 2 | 2 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 3 | 3 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 4 | 4 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 5 | 5 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 6 | 6 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 7 | 7 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 8 | 8 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 9 | 9 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 10 | 10 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 11 | 11 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 12 | 12 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 13 | 13 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 14 | 14 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 15 | 15 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 16 | 16 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 17 | 17 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 18 | 18 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 19 | 19 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 20 | 20 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 21 | 21 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 22 | 22 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 23 | 23 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 24 | 24 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 25 | 25 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 26 | 26 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 27 | 27 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 28 | 28 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 29 | 29 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 30 | 30 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 31 | 31 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 32 | 32 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 33 | 33 | 37-41 | CHARLES | STREET | LIVERPOOL |

| | | |
|--|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 4 of 6 sheet(s) |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>Office Use Only</p> <p>Registered:  8.11.2019</p> </div> <div style="text-align: center; font-size: 2em; font-weight: bold;">SP100216</div> <div style="text-align: center;"> <p>Office Use Only</p> </div> </div> | | |

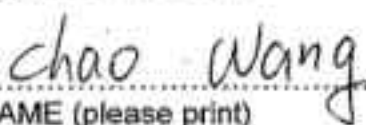
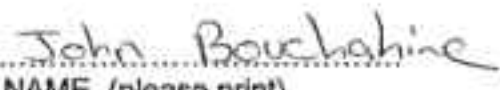
This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

STREET ADDRESS SCHEDULE CONTINUED

| LOT NUMBER | SUB-ADDRESS NUMBER | ADDRESS NUMBER | ROAD NAME | ROAD TYPE | LOCALITY NAME |
|------------|--------------------|----------------|-----------|-----------|---------------|
| 34 | 34 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 35 | 35 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 36 | 36 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 37 | 37 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 38 | 38 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 39 | 39 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 40 | 40 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 41 | 41 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 42 | 42 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 43 | 43 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 44 | 44 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 45 | 45 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 46 | 46 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 47 | 47 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 48 | 48 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 49 | 49 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 50 | 50 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 51 | 51 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 52 | 52 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 53 | 53 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 54 | 54 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 55 | 55 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 56 | 56 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 57 | 57 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 58 | 58 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 59 | 59 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 60 | 60 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 61 | 61 | 37-41 | CHARLES | STREET | LIVERPOOL |
| 62 | 62 | 37-41 | CHARLES | STREET | LIVERPOOL |

ePlan

| | | |
|---|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 5 of 6 sheet(s) |
| Office Use Only | | Office Use Only |
| Registered:  8.11.2019 | SP100216 | |
| <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see section 22 Strata Schemes Development Act 2015 | | |
| <p>EXECUTED by
CHARLES ST PROJECTS PTY LTD
ACN 611 179 527
in accordance with Section 127
of the Corporations Act</p> <p>
.....
Signature of Director</p> <p>
.....
NAME (please print)</p> <p>
.....
Signature of Director/secretary</p> <p>
.....
NAME (please print)</p> | | |
| Surveyor's Reference: 43772 020SP | | |

Survivor's Reference: 43772 020SP

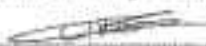


DP1271245

PLAN FORM 6 [2020]

WARNING: Creasing or folding will lead to rejection

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 4 sheet(s) |
|---|--|-----------------------|
| <p>Registered:  24/02/2021</p> <p>Title System: TORRENS</p> | <p>Office Use Only</p> <p>DP1271245</p> <p>Office Use Only</p> | |
| <p>PLAN OF EASEMENT OVER LOT 3 IN DP1248398</p> | <p>LGA: LIVERPOOL</p> <p>Locality: LIVERPOOL</p> <p>Parish: ST LUKE</p> <p>County: CUMBERLAND</p> | |
| <p>Survey Certificate</p> <p>I, CHRISTOPHER MARK IVES
 of LTS LOCKLEY Locked Bag 5 GORDON NSW 2072
 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>"(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 22-12-20.</p> <p>"(b) The part of the land shown in the plan ("being" excluding

 was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on the part not surveyed was completed in accordance with that Regulation, or</p> <p>"(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: "X" - "Y"</p> <p>Type: "Urban"/"Rural"</p> <p>The terrain is "Level/Undulating" / "Steep/Mountainous"</p> <p>Signature:  Dated: 21-01-21</p> <p>Surveyor Identification No: 8935</p> <p>Surveyor registered under the Surveying and Spatial Information Act 2002</p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> | |
| | <p>Subdivision Certificate</p> <p>I,
 Authorised Person/ General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p> | |
| <p>Plans used in the preparation of survey/compilation:</p> <p>DP1248398</p> <p>DP1035936</p> <p>DP1232540</p> <p>DP1249080</p> | <p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> | |
| <p>Surveyor's Reference: 50182 022DP</p> | <p>Signatures, Seals and Section 85B Statements should appear on PLAN FORM 6A</p> | |

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

| | | |
|---|--|---|
|  Office Use Only
Registered: 24/02/2021 | | Office Use Only |
| PLAN OF EASEMENT OVER LOT 3 IN DP1248398 | | DP1271245 |
| Subdivision Certificate number:
Date of Endorsement: | | |
| | | <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) 55i Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 1950 Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of this administration sheets. |

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

1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH LIMITED IN STRATUM (A)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50192 022DP

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

| | | | |
|---|--|---|--|
|  24/02/2021
Office Use Only | | Office Use Only | |
| Registered:
PLAN OF EASEMENT OVER LOT 3 IN DP1248398 | | DP1271245 | |
| Subdivision Certificate number:
Date of Endorsement: | | | |
| | | This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSJ Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | |

EXECUTED by)
CHARLES ST PROJECTS PTY LTD)
ACN 611 179 527)
in accordance with Section 127)
of the Corporations Act)


.....
Signature of Director

Chao Wang
NAME (please print)


.....
Signature of Director/Secretary

John Bouchakine
NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50192 022DP

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

| | |
|--|--|
| <p>Office Use Only</p> <p>Registered:  24/02/2021</p> | <p>Office Use Only</p> <p>DP1271245</p> |
| <p>PLAN OF EASEMENT OVER LOT 3 IN DP1248398</p> | |
| <p>Subdivision Certificate number:</p> <p>Date of Endorsement:</p> | <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |

MORTGAGEE: WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.

Signature of the Attorney

Name: Felix Kurniawan

Witness Signature

Name: Donald Jioe
Level 3/25 Restwell St Bankstown NSW 2200

If space is insufficient use additional annexure sheet

Surveyor's Reference: 50192 022DP

| | | |
|--|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 1 of 55 sheet(s) |
| Registered: | Office Use Only | Office Use Only |
|  26/08/2021 | SP103554 | |

Instrument setting out the details of by-laws to be created upon registration of a strata plan

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33-35 Charles St, Liverpool 2170

8th July 2021

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| | | | |
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| Approved Form 7 | Strata Plan By-laws | | Sheet 2 of 55 sheet(s) |
| Registered: | Office Use Only | Office Use Only | |
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| | |
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|--|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 3 of 55 sheet(s) |
| Registered: | Office Use Only | Office Use Only |
|  26/08/2021 | SP103554 | |

By-Law 1. Definitions and Interpretations for By-laws

In these By-Laws, unless the context otherwise requires or permits:

Act is the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.

Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual Lot.

Balcony door means the balcony door/s installed to each individual Lot.

Building means the building(s) situated at 33-35 Charles St, Liverpool NSW 2170.

Committee means the building management committee established and maintained by the members in accordance with the strata management statement for the Strata Scheme.

Door Closer means the door closer installed to each individual unit front entry door.

Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual Lot.

Invitee means an invitee of an Owner or Occupier.

Local Council means the local council for the relevant strata plan.

Lot means any lot in the strata plan.

Maximum number of persons means up to two persons per bedroom.

Occupier means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

Owner means the Owner of a Lot.

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

Permissible short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP.

Prohibited short term accommodation means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP.

| | | |
|--|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 4 of 55 sheet(s) |
| Registered: | Office Use Only | Office Use Only |
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Small dog means a dog which at it full grown size does not exceed 10 kilos.

Unlawful short term accommodation means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual Lot.

"we" means the Owners Corporation or the strata committee as the context may require.

"you" means an owner or occupier.

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

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable; and
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency.

By-Law 2. Noise

An Owner or Occupier of a Lot must not create or permit the creation of any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or

| | | |
|---|---------------------|------------------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 5 of 55 sheet(s) |
| Registered:
 26/08/2021 | Office Use Only | Office Use Only
SP103554 |

Occupier of another Lot or of any person lawfully using Common Property.

By-Law 3. Vehicles

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.
3. The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

By-Law 4. Obstruction of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

By-Law 5. Damage to Lawn and Plants on Common Property

An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation:

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

| | | |
|--|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 6 of 55 sheet(s) |
| Registered: | Office Use Only | Office Use Only |
|  26/08/2021 | SP103554 | |

By-Law 6. Damage to Common Property

1. An Owner or Occupier of a Lot must:
 - (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and
 - (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.
2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (a) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the Lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's Lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the Lot, or
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
5. Despite section 106 of the Act, the Owner of a Lot must;
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6 (clause C) that forms part of the Common Property and that services the Lot;
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device, structure or sign

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referred to in clause 3 that forms part of the Common Property and that services the Lot; and

- (c) In the event that an Owner or Occupier fails to complete the remedial work then these parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.
6. In the event that an Owner breaches this by-law or by-law 5 (so that CommonProperty requires repair), the Owners Corporation may, in addition to its other rights and remedies under these by-laws:
- (a) recover from that Owner the cost of repairing the damage caused to CommonProperty; or
 - (b) if insurance pays for all of that damage to Common Property, recover from thatOwner any excess relating to the insurance claim; or
 - (c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairingthe damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
- (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (ii) the cost of issuing an invoice for the debt; and

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(iii) all legal costs incurred in connection with the recovery of the debt.

- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a Lot, including a visitor to the 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. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

By-Law 8. Children Playing on Common Property

An Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-Law 9. Behaviour of Invitees

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

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By-Law 10. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 11. Hanging of Washing

1. An owner or occupier of a Lot must not hang washing on any part of the Lot viewable from outside of the Lot (including the balcony area of the Lot).
2. An owner or occupier of a Lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An owner or occupier of a Lot may hang washing on any part of the Lot provided that the washing will not be visible from street level outside the parcel.
4. An owner or occupier of a Lot may hang washing on any part of the Lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
5. In this clause:

Washing includes any clothing, towel, bedding, or other article of a similar type.

By-Law 12. Cleaning Windows and Doors

1. An Owner or Occupier of a Lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

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By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials

1. An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Flooring Coverings

1. An owner or occupier of a Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.
 2. All new flooring in the Building must satisfy one or both of the following:
 - (a) it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
 - (b) the flooring must result in or satisfy an L'nT,w rating of 50 or less.
 3. This by-law 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 or surface concerned.
 4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.
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By-Law 15. Floor Coverings

1. An owner of a Lot must ensure that all floor space within the Lot:
 - (a) 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; and
 - (b) complies with by-law 14.2.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 16. Garbage Disposal

1. An Owner or Occupier of a residential Lot:
 - (a) 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;
 - (b) 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) must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;
 - (d) must have adequate and hygienic waste storage, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
 - (e) must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a Lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would

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contravene any relevant law applying to the disposal of such waste.

By-Law 17. Keeping of Animals

- (a) Subject to section 139 (5) of the Strata Schemes Management Act, 2015 (NSW), an Owner or Occupier must not, without the written consent of the Strata Committee, keep any animal on its Lot or on Common Property.
- (b) An Owner or Occupier who keeps an assistance animal on a Lot is required to produce evidence to the satisfaction of the Owners Corporation that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth within twenty-four (24) hours of any request by the Strata Committee from time to time.
- (c) A request for written consent of the Strata Committee must include:
 - (i) details of the type and size (including weight) of the animal, and
 - (ii) a photograph of the animal,
 - (iii) a non-refundable \$50 plus GST application fee,

and consent will not be granted for an animal other than a:

 - (i) cat, or
 - (ii) dog, or
 - (iii) caged bird, and/or
 - (iv) fish in a secure aquarium, or
 - (v) any other small animal approved by the strata committee.
- (d) You may not keep, and the Owners Corporation will not give you consent to keep:
 - (i) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
 - (ii) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
 - (iii) a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW).
- (e) An Owner or Occupier must ensure that its cat, small 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.
- (f) An Owner and Occupier must ensure that its cat, dog or bird:
 - (i) is kept within the Lot whenever practicable;

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- (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 or soil the Common Property or the property of another Owner or Occupier and that any such damage or soiling must immediately be made good at no cost to the Owners Corporation.
- (g) An Owner and Occupier with an approved animal which traverses the common property must carry a pet litter tray, box or bag or other device to immediately collect any defecation or urination on the common property.
- (h) If you keep any approved animal or other pet, you must:
 - (i) ensure that your pet is kept in clean and hygienic condition;
 - (ii) keep any pet litter tray or box, whether on lot or common property, clean and odour free;
 - (iii) ensure no pet related odours are at any time are emitted or escape from your lot (including any balcony); and
 - (iv) not allow any pet faeces, urine or hair or pet litter tray contents to enter the building's drainage system from your Balcony.
- (i) 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.
- (j) If three or more substantiated complaints about an animal's behaviour or soiling is made by another Owner or Occupier of a Lot, the Strata 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 (7) days.
- (k) Without derogating from the generality of the foregoing, the Strata Committee reserves its right to issue a notice to comply to any owner or occupier in breach of this by-law and to take any necessary enforcement proceedings if the breach continues.

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By-Law 18. Appearance of Lot & Balconies

1. 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 rest of the Building.
2. Notwithstanding clause 1, an Owner or Occupier of a Lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the Lot.
3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
4. The Owner or Occupier of Lot must maintain the planter boxes annexed to their Lot. In the event that the planter areas are not maintained to a standard in keeping with that of others Lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such Lot.
5. The Owner or Occupier of a Lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.
6. No items (other than motor vehicles) are to be placed or stored in a Lot's car space except in a storage container which has been approved by the strata committee.
7. An Owner or Occupier of a Lot may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:
 - (b) it is a type approved by the Owners Corporation; or
 - (c) it is a standard commensurate with the standard and aesthetics of the Building; or
 - (d) it is unobtrusive; or
 - (e) it will not (or is not likely to) fall or blow off your Balcony; or
 - (f) it will not (or is not likely to) cause damage; or

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(g) it is not (or is not likely to become) dangerous.

An Owner or Occupier of a Lot is responsible to ensure that everything on the balcony is properly secured and will not fall or blow off. An Owner or Occupier is liable to reimburse the Owners Corporation for any claims made or costs incurred arising from a breach by you of this by-law.

8. To enable the Owners Corporation to inspect, repair or replace Common Property, an Owner or Occupier must allow the Owners Corporation access to a balcony at all reasonable times, with or without tools and equipment.
9. To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require an Owner or Occupier, at their respective cost, to temporarily remove and store items from the Balcony that are not Common Property.
10. An Owner must have consent from the Owners Corporation and Government Agencies to enclose a balcony.
11. An Owner or Occupier must not on any balcony:
 - (i) operate any barbeque, heater or other appliance that is fuelled by flammable or combustible gas cylinders with a capacity of greater than 10kg;
 - (ii) store any cylinders containing flammable or combustible gas that have a capacity of greater than 10kg.
12. The Owner or Occupier of a Lot must ensure that barbeques on balconies and/or courtyards are kept covered when not in use.
13. An Owner or Occupier must give the Owners Corporation and its contractors access to the Lot for the purpose of cleaning, maintaining and repairing the Building façade.

By-Law 19. Preservation of Fire Safety

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the Lots or Common Property.

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By-Law 20. Prevention of Hazards

The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

By-Law 21. Compliance with Planning and Other Requirements

1. The Owner or Occupier of a Lot must ensure that their Lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. Every Owner and Occupier must ensure that their Lot is only used as a permanent dwelling or domicile unless that Lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their Lot for another purpose, in which the Lot may be used for that other purpose.
3. An Owner or Occupier of a Lot must ensure that they comply with all approvals and authorisations relating to Common Property to which the Owner or Occupier holds a licence, lease or a right of use under an Exclusive Use By-Law as resolved.
4. No Owner or Occupier may use their Lot, or allow their Lot to be used, for unlawful short term accommodation.
5. Every Owner and Occupier must take all reasonable steps to ensure that their Lot is not used for unlawful short term accommodation.
6. Every Owner and Occupier must ensure that their Lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law.
7. Every Owner and Occupier must ensure that their Lot is not occupied by more than the maximum number of persons.
8. Every Owner and Occupier must not:
 - (a) alter the layout of their Lot; or
 - (b) carry out any alterations or additions to their Lot,

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so as to allow their Lot to be occupied by more than the maximum number of persons, or to create additional bedrooms.

9. In this by-law:

"maximum number of persons" means up to two persons per bedroom;

"permissible short term accommodation" means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

"prohibited short term accommodation" means occupation of a Lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

"unlawful short term accommodation" means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 22. Insurance Premiums

1. An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
2. To the extent possible at law, if any part of a claim made by the Owners Corporation relates to Lot property, then the Owner of that Lot property must reimburse the Owners Corporation the excess (or if part of the claim is for Lot property the appropriate portion of the excess) payable in relation to that insurance claim.

By-Law 23. Services and Equipment

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each Lot.
2. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over;
 - (a) air-conditioning systems exclusively servicing the Lot,
 - (b) ventilation system/s exclusively servicing the Lot,

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- (c) hot water systems which exclusively service the Lot,
- (d) tempering valves (isolation valves),
- (e) exhaust fans,
- (f) window locks and (to the extent permitted) child safety devices,
- (g) balcony doors (including frame, rollers, locks and glass),
- (h) door closers which exclusively services the Lot,
- (i) Lot doors (excluding the front door) which exclusively service the Lot,
- (j) smoke detectors installed within the Lot,
- (k) garage doors and/or motors which exclusively service the Lot, if shared, cost is to be split evenly between Lots (if installed),
- (l) bathroom and kitchen tiles in the internal part of a Lot (for example on abathroom's floor or wall).

3. Each Owner must:

- (a) at the cost of the Owner maintain, repair and, where necessary, replace;
 - (i) air-conditioning systems exclusively servicing the Lot (wherever situated),
 - (ii) ventilation system/s exclusively servicing the Lot,
 - (iii) hot water systems which exclusively service the Lot,
 - (iv) tempering valves (isolation valves),
 - (v) exhaust fans,
 - (vi) window locks and (to the extent permitted) child safety devices,
 - (vii) balcony doors (including frame, rollers, locks and glass),
 - (viii) door closers which exclusively services the Lot,
 - (ix) Lot doors (excluding the front door) which exclusively service the Lot,
 - (x) smoke detectors installed within the Lot,
 - (xi) garage doors and/or motors which exclusively service the Lot, if shared, cost is to be split evenly between Lots (if installed),
 - (xii) bathroom and kitchen tiles in the internal part of a Lot (for example on abathroom's floor or wall).
- (b) use contractors that hold the necessary insurances (i.e. Public Liability) and hold acurrent license (if required) as approved by the Owners Corporation;
- (c) repair damage caused to Common Property caused by exercising rights

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under this by-law; and

- (d) indemnify the Owners Corporation and the Owners and Occupiers of other Lots against all claims and liability caused by exercising rights under this by-law.

4. Air conditioning motors (other motors) servicing each Lot form part of the Lot that they service.
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his Lot.

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each Lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective Lots (**Locks**).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
 - (a) comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
 - (b) be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the Building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his Lot.

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By-Law 25. Noticeboard

The Owners Corporation must ensure that a notice board is erected and maintained and kept up to date, however the Owners Corporation shall have the absolute discretion as to the location of the notice board.

By-Law 26. Minor Renovations

1. Introduction

The purpose of this by-law is to specifically permit the Owners Corporation to delegate to the Strata Committee the Delegated Functions

2. Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **Delegated Functions** means the functions of the Owners Corporation set out in Section 110(6)(b) of the Act including, but not limited to, authorising Minor Renovations and any additional works resolved by the Owners Corporation in a by-law pursuant to Section 110(6)(a) of the Act to be a minor renovation and imposing reasonable conditions thereon.
- (c) **Minor Renovations** means the works set out in Section 110(3) of the Act and Regulation 28 of the *Strata Schemes Management Regulation, 2016* (NSW).
- (d) **Owners Corporation** means the owners corporation constituted on registration of the strata plan.
- (e) **Strata Committee** means the strata committee, from time to time, of the Owners Corporation established under the Act.

3. Delegation to Strata Committee to approve Minor Renovations

For the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of the Building, the Owners Corporation makes this additional by-law to specifically permit the Owners Corporation to delegate to the Strata Committee the Delegated Functions. For clarity, in addition to its powers under the Act, this by-law empowers the Strata Committee to exercise the Delegated Functions.

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By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;
 - (a) interfere with or damage any fire safety device; or
 - (b) activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;
 - (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.
 - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel.
 - (d) subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a Lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).
4. Notwithstanding the provisions of this by-law, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

28. Service of notices

- 28.1 A notice or communication to an owner or occupier must be in writing and must be:

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- (a) delivered personally to the addressee;
- (b) left at the address of the addressee as recorded on the strata roll;
- (c) sent by pre-paid ordinary post to the address of the addressee as recorded on the strata roll;
- (d) where the addressee has provided a fax number, to the fax number of the addressee; or
- (e) where the addressee has provided an email address, to the email address of the addressee.

28.2 A notice or communication under by-law 28.1 takes effect from the later of:

- (a) the time the notice or communication is received by the addressee; or
- (b) the time specified in a notice of communication or dispatch record.

28.3 Where a strata managing agent has been appointed by the owners corporation, any notice or communication to the owners corporation must be in writing and must be:

- (a) left at the address of the strata managing agent;
- (b) sent by pre-paid ordinary post to the address of the strata managing agent;
- (c) sent to the fax number of the strata managing agent; or
- (d) where the strata managing agent has provided an email address, to the email address of the strata managing agent.

28.4 For clarity, an address for service given to the Owners Corporation may be an Australian postal address, an email address or a facsimile number.

By-Law 29. No Smoking

1. In this by-law:

"Common Property" means the common property for the Strata Scheme.

"External Areas" means any external parts of a Lot or external areas forming part of a

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Lot, including a courtyard, garden area, patio, balcony, veranda, terrace or deck.

"Lot" means all Lots within the Strata Scheme.

"Occupier" means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

"Owner" means the owner of a Lot and that owner's successors in title.

"Strata Scheme" means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 2, an owner or occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not penetrate to the common property or any other Lot.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

By-Law 30. Maintenance of Building

1. Building maintenance can be extremely costly and disruptive to the efficient and effective management of the Building and is essential to lengthen the life cycle of the strata scheme's Building for the enjoyment of all owners and occupants.
2. The purpose of this by-law is to:
 - (a) put in place a framework and regime for the owners to follow to efficiently and effectively maintain the common property within the strata scheme Building; and
 - (b) ensure that the owners corporation properly inspects and maintains the Building, to minimise the building issues that may arise during the life of the Building, minimise the cost of Building maintenance and mitigates its losses.
3. In order to properly maintain the Building and reduce, where possible, the disruption to owners/occupiers that arises with Building repair works, the owners corporation must use its best endeavours to comply with the initial maintenance schedule provided on or before the first annual general meeting.

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4. In the interests of reducing the costs associated with resolving any disputes about building defects, prior to commencing any Court or Tribunal proceedings for breach of statutory warranty, the owners corporation must take the following steps:
- make reasonable efforts to ensure that the person who is allegedly in breach of the statutory warranty (**builder**) is given notice in writing (**breach notice**) within 6 months after an alleged breach of statutory warranty (**breach**) becomes apparent;
 - allow the builder such access to that residential building work as the builder may reasonably require for the purpose of or in connection with inspecting and rectifying the breach;
 - where the builder agrees in writing that it is willing to do so, allow the builder a reasonable time to rectify a breach, being at least 60 days from the later of the day of the breach notice and the time the builder is given access to the residential building work;
 - alternatively to (c), allow the builder a period of 60 days to provide a written reply to any breach, from the later of the time of the breach notice and the time the builder is given access to inspect the residential building work;
 - if no agreement is reached between the owners corporation and the builder on any breach and the builder confirms in writing that it agrees to mediate the dispute, refer the breach to independent mediation and in good faith negotiate and mediate with the builder in relation to the breach. If the owners corporation and the builder cannot agree on a mediator or form of mediation, the mediator is to be appointed by the President of the Resolution Institute;
 - if the builder fails to rectify a breach within the time specified in (c) or fails respond to a breach notice in accordance with (d), give at least 28 days' written notice to the builder requiring rectification or a response (**1st notice**);
 - if the builder fails to rectify a breach or respond in accordance with the 1st notice, give at least 28 days' written notice to the builder requiring that rectification or response (**2nd notice**), and allow the builder the time to rectify or respond in accordance with the 2nd notice; and
 - if the builder fails to rectify a breach or respond in accordance with the 2nd notice, obtain legal advice.

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By-Law 31. Registration of Dealing

If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.

By-Law 32. Use of Ramps

1. The Owners Corporation may amend or cancel this By-Law 32 only by special resolution and with the written consent of the owners of Lots 6, 11, 12, 17, 18, 23, 24, 27, 28, 32, 33, 37, 38, 41 and 42.
2. In this By-Law, "Ramp" means the ramp located within the foyer of the Building.
3. An Owners or Occupiers has access to the use of the Ramp. The Owners and/or Occupiers must keep the area of the Ramp in a clean and tidy condition must not unreasonably obstruct access to the ramp.
4. Subject to the by-laws and the Strata Management Statement, the Owners Corporation must keep the ramp in a good state of maintenance and repair.
5. Where the ramp is required to be repaired, the Owners Corporation must ensure that any repairs to the ramp:-
 - a. comply with the SDA requirements;
 - b. comply with the law and any requirements of Government Agencies about using the ramp.
6. The Owners Corporation must not arrange for the removal of the Ramp unless unanimous resolution is obtained from all Owners.

By-Law 33. Automated Doors

1. The Owners Corporation may amend or cancel this By-Law 33 only by special resolution and with the written consent of the owners of Lots 6, 11, 12, 17, 18, 23, 24, 27, 28, 32, 33, 37, 38, 41 and 42.

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2. In this By-Law,
 - a. "automated doors" means the automated doors installed to the lobby areas of the Building.
 - b. "Owners" means the owners of Lots 6, 11, 12, 17, 18, 23, 24, 27, 28, 32, 33, 37, 38, 41 and 42
3. Subject to the by-laws and the Strata Management Statement, the Owners Corporation must keep the automated doors in a good state of maintenance and repair.
4. Where the automated door(s) are required to be repaired, the Owners Corporation must ensure that any repairs to the automated doors:-
 - a. comply with the SDA requirements;
 - b. comply with the law and any requirements of Government Agencies in connection with the installation and maintenance of automated doors.
5. The Owners Corporation must not arrange for the removal of the automated doors unless a unanimous resolution is obtained from all Owners.

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By-Law 34. Exclusive Use By-Laws

1. To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Laws make Owners responsible for the Common Property of which they have the exclusive use or benefit. Exclusive Use By-Laws also create special privileges in respect of Common Property.
2. The Owners Corporation may create, amend or cancel an Exclusive Use By-Law only by special resolution and with the written consent of the Owner of each Lot which benefits (or will benefit) from the Exclusive Use By-Law.
3. The Owner of each Lot which has the benefit of an Exclusive Use By-Law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-Law. However, the Owner remains responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with the obligations of the Owner under the Exclusive Use By-Law.
4. The Owner of a Lot which has the benefit of an Exclusive Use By-Law must repair damage caused to Common Property or the property of another Owner or Occupier while exercising rights or complying with obligations under the Exclusive Use By-Law.
5. The Owner of each Lot which has the benefit of an Exclusive Use By-Law indemnifies the Owners Corporation against all claims and liability caused by complying with obligations or exercising rights under the Exclusive Use By-Law.
6. In addition to their obligations under By-Law 21 ("Insurance premiums"), an Owner of a Lot which has the benefit of an Exclusive Use By-Law must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising rights or performing obligations under the Exclusive Use By-Law.
7. An Owner of a Lot which has the benefit of an Exclusive Use By-Law must give the Owners Corporation access to the exclusive use or special privilege area to allow the Owners Corporation to exercise its rights and comply with its obligations under the Management Act, the Strata Management Statement and the by-laws and its lease with the Authority for Common Property.

Except in an emergency, the Owners Corporation must provide the Owner with reasonable notice before it accesses the area.

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By-Law 35. Special Disability Accommodation

Definitions

- In this by-law, the following terms are defined to mean:

"**Lot**" means any one of Lots 6, 11, 12, 17,18, 23, 24, 27, 28, 32, 33, 37, 38, 41 and 42 within the strata plan being a lot designed for use as Special Disability Accommodation.

"**Owner**" means the Owner from time to time of a Lot.

"**Owner's Corporation's Contractors and Associates**" comprises the Owner's Corporation's contractors, consultants, agents and invitees.

"**Special Disability Accommodation**" refers to accommodation for occupiers who require specialist housing solutions to assist with the delivery of support that caters to their extreme functional impairment andvery high support needs as set out in the *National Disability Insurance Scheme(Specialist Disability Accommodation) Rules 2016*.
- Where any terms used in this by-law are defined in the ***Strata Schemes Management Act 2015 (NSW)*** ("SSMA") they will have the same meaning as those words attributed under that Act.

Rights

- The Owner of a Lot shall have the right to use that lot:
 - as Special Disability Accommodation; or,
 - for the management or delivery of services to any Lot being used for Special Disability Accommodation.

(collectively referred to as **the Permitted Use**).

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Conditions

4. Damage to the common property adjacent to any Lot caused directly by the Owner's use of a Lot for the Permitted Use must be made good by and at the cost of the Owner in a proper and workmanlike manner and to the reasonable satisfaction of the Owners Corporation, except to the extent that such damage is caused or contributed by the act or omission by the Owners Corporation's Contractors and Associates, an Owner, Occupier or their Invitees of a lot other than the Lots.
5. The Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind in relation to damage of the common property arising from the use of a Lot by the Owner for the Permitted Use, except to the extent that such claim, demand or liability is contributed or caused by the act or omission by the Owners Corporation's Contractors and Associates, an Owner, Occupier or their Invitees of a lot other than the Lots.
6. When effecting the delivery of services to the Lot an Owner must do the following things (and if applicable, ensure the Occupiers of the Lot also do the following):
 - a. comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the Permitted Use for the Lots.

By-Law 36. By-law for Rules and Recovery of Costs by Owners Corporation

1. Introduction

The purpose of this by-law is to:

- (a) SET OUT, for clarity, the rules Owners and Occupiers must adhere to;
- (b) EMPOWER the Owners Corporation to recover Expenses, Interest and Recovery Costs from Owner and Occupiers;
- (c) EMPOWER the Strata Committee, building manager and security guard(s) for the Building to issue fines for unauthorised parking; and
- (d) INDEMNIFY the Owners Corporation.

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2. Definitions

In this by-law:

- (a) **"Act"** means the *Strata Schemes Management Act, 2015* (NSW).
- (b) **"Authority"** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **"Building"** means the building(s) situated at 33-35 Charles Street, LIVERPOOL NSW 2137.
- (d) **"By-laws"** means this and any by-laws in force in respect of the Strata Scheme.
- (e) **"Claims"** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (f) **"Cleaning Costs"** means any costs or expense incurred by the Owners Corporation in cleaning (including any human or pet excreta) or removing rubbish or other unwanted items from the common property arising out of or in connection with a breach of this By-law.
- (g) **"Demand"** means a written demand by the Owners Corporation to the relevant Owner or Occupier.
- (h) **"Denial of Access"** means the failure or refusal by an Owner or Occupier to give the Owners Corporation (or its agents, contractors or representatives) access to an Owner or Occupier's Lot when requested by the Owners Corporation or to permit the Owners Corporation to exercise and of its functions or duties under the Act or to undertake a fire safety inspection or repair, maintain or replace any fire safety systems or undertake a pest inspection, extermination or treatment of Lot or common property.
- (i) **"Denial of Access Costs"** means any cost or expense incurred by the Owners Corporation arising out of or in connection with a Denial of Access, in breach of this By-law.
- (j) **"Expenses"** means any cost or expense incurred by the Owners Corporation arising out of or in connection with a breach of this By-law including Cleaning Costs, Denial of Access Costs, False Fire Alarm Expenses, an Insurance Increase, Remedy Expenses and Repair Costs.
- (k) **"False Alarm"** means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk,

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hazard or danger to the Building or any person in the Building by virtue of the incidence of smoke, heat or fire in the Building.

- (f) **"False Alarm Expenses"** means any cost or expense incurred by the Owners Corporation arising out of or in connection with a False Alarm caused by an Owner or Occupier's breach of this By-law including charges imposed on the Owners Corporation by Fire & Rescue NSW (eg charges for attending the Building in response to a False Alarm).
- (m) **"Insurance Increase"** means an amount equal to any increase in an insurance premium payable by the Owners Corporation arising out of or in connection with anything done by an Owner or Occupier.
- (n) **"Interest"** means interest payable on Expenses and Parking Fines in accordance with this By-law.
- (o) **"Invitee"** includes a guest or contractor.
- (p) **"Lot"** means any and all lots in the Strata Scheme.
- (q) **"Occupier"** means a person in occupation of a Lot and includes a tenant.
- (r) **"Owner"** means the owner(s) of the Lot.
- (s) **"Owners Corporation"** means the owners corporation created on registration of the Strata Scheme.
- (t) **"Parking Fine"** means a fine for an Owner or Occupier or their respective Invitee parking or standing a motor or other vehicle otherwise than in their own allocated car space (if any) and/or contrary to any signage at the Building and/or in breach of the by-laws applicable to the Strata Scheme in the amount of \$200 per infringement or such other amount as may be determined by the strata committee from time to time such amount being a genuine pre-estimate of the administrative cost incurred by the Owners Corporation in enforcing the parking by-law applicable to the Strata Scheme.
- (u) **"Recovery Costs"** means any cost or expense incurred by the Owners Corporation in recovering from an Owner or Occupier any Expenses, Parking Fines or Interest including strata managing agent's and legal costs on an indemnity basis.
- (v) **"Remedy Expenses"** means any cost or expense incurred by the Owners Corporation in remedying or attempting to remedy a breach of this by-law including any consultant's or other expert's costs.
- (w) **"Repair Costs"** means any cost or expense incurred by the Owners Corporation in repairing damage to the common property arising out of or in connection with a breach of this By-law.
- (x) **"Strata Scheme"** means the strata scheme created upon registration of the strata plan to which these by-laws apply.

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3. General rules and obligations

Owners and occupiers MUST NOT;

- (a) breach any By-laws;
- (b) park or stand in any visitor(s) parking;
- (c) park anywhere on the Parcel except in any parking allocated to the Lot and otherwise in accordance with the By-laws;
- (d) cause a False Alarm;
- (e) damage the common property without the approval in writing of the Owners Corporation (except where expressly permitted by the Act);
- (f) leave or dump rubbish or refuse or other unwanted items on the common property or throw any thing off any balcony;
- (g) dirty or soil the common property;
- (h) do anything that may cause an Insurance Increase; and/or
- (i) cause or permit a Denial of Access.

4. General obligations

- (a) Owners must take all reasonable steps to ensure that any Occupier of their respective Lot complies with the By-laws.
- (b) Owners and Occupiers must take all reasonable steps to ensure that their respective Invitees comply with this By-law as if they were contractually bound by this by-law.

5. Payment of Expenses

Owners and Occupiers in breach of this By-law are liable to pay or reimburse the Owners Corporation for any Expenses on Demand.

6. Interest on Expenses

Any Expenses remaining unpaid by the end of one (1) month after they become due and payable, bear until paid simple interest at the rate of 10% per annum.

7. Payment of Recovery Costs

Owners and Occupiers are liable to pay or reimburse the Owners Corporation for any Recovery Costs on Demand.

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8. Recovery of Expenses, Interest etc

The Owners Corporation may recover from Owners and/or Occupiers in breach of this By-law, as a debt due, any Parking Fines, Expenses, Interest and Recovery Costs.

9. Powers of building manager, strata committee and security guard(s)

- (a) Owners and Occupiers acknowledge and agree that the building manager, strata committee and/or any security guards may issue notices to comply and Parking Fines. For clarity, an Owner, Occupier or their respective Invitee may only park in their own allocated car space(s) (if any), strictly in accordance with the by-laws applicable to the Strata Scheme and any signage at the Building.
- (b) Owners and Occupiers must take all reasonable steps to ensure that their respective Invitees comply with this By-law as if they were contractually bound by this by-law.

10. Manner of Recovery of Expenses, Interest etc

Despite anything set out in this By-law, if an Owner or Occupier is in breach of this By-law, in addition to the Owners Corporation other rights and remedies, the Owners Corporation may include reference to any Expenses, Parking Fines, Interest or Recovery Costs for which that Owner or Occupier is liable on:

- (a) The relevant Owner's ledger;
- (b) Levy notices served on the Owner; and
- (c) Certificates issued under Section 184 of the Act in respect of that Owner's Lot,

for the purposes of recovering from the Owner as a debt due, any and all of those amounts irrespective of whether that Owner or their Occupier is in breach.

11. Appropriation of payments

The Owners Corporation may appropriate any payments made by an Owner or Occupier to the Owners Corporation towards Expenses, Parking Fines, Interest and Recovery Costs in any manner deemed fit by the Owners Corporation.

12. Payment of Parking Fines & Expenses

Owners and Occupiers in breach of this By-law are liable to pay or reimburse the Owners Corporation for any Parking Fines and/or Expenses on Demand.

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13. Amount payable

The amounts specified by the Owners Corporation as being due and payable by an Owner or Occupier in any Demand, Parking Fine or otherwise are conclusive evidence of the amounts due to the Owners Corporation (manifest errors excepted).

14. Indemnity

Owners and Occupiers indemnify and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with breach of this By-law.

15. Sale of Lot

If a person becomes an Owner when, under this By-law a former Owner is liable to pay any Expenses, Interest or Recovery Costs to the Owners Corporation, the person who becomes owner is jointly and severally liable with the former Owner to pay those amounts to the Owners Corporation.

16. Applicability

This by-law binds and enures to the benefit of any and all future Owners and Occupiers.

By-Law 37. By-law for Parking and Parking Fines

1. Introduction

The purpose of this by-law is to:

- SET OUT, for clarity, parking rules owners and occupiers must adhere to;
- EMPOWER the owners corporation by itself or through its strata committee, building manager and/or security guard(s) for the Building to issue parking fines for unauthorised parking;

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- (c) EMPOWER the owners corporation by itself or through its strata committee, strata managing agent, building manager and/or security guard(s) for the Building to move or remove from the Parcel any vehicles illegally parking;
- (d) EMPOWER the owners corporation to recover recovery costs from owner and Occupiers; and
- (e) INDEMNIFY the owners corporation.

2. Definitions

In this by-law:

- (a) **"common property"** means the common property in the strata scheme including any visitor parking spaces on common property;
- (b) **"expenses"** means any cost or expense incurred by us arising out of or as a result of your breach of this by-law including parking infringement notice costs and vehicle removal costs;
- (c) **"illegally parked vehicle"** means a vehicle left on common property in breach of this by-law that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property;
- (d) **"interest"** means interest payable on expenses in accordance with this by-law;
- (e) **"invitee"** includes a guest, contractor or employee;
- (f) **"lot"** means a lot in the strata scheme;
- (g) **"motor vehicle"** has the meaning ascribed to it in the *Impounding Act, 1993* (NSW);
- (h) **"move"** in relation to an illegally parked vehicle means to cause the vehicle to be moved to another place on common property or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property including by towing the vehicle;
- (i) **"occupier"** means a person in occupation of a lot and includes a tenant;
- (j) **"owner"** means an owner of a lot;
- (k) **"owners corporation"** means the owners corporation of the strata

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scheme;

- (l) **"parking fine"** means a written notice issued by us identifying a breach of this by-law issued under clause 8 of this by-law in the amount of \$200 per infringement or such other amount as may be determined by the strata committee from time to time such amount being a genuine pre-estimate of the administrative cost incurred by the Owners Corporation in enforcing the parking by-law applicable to the Strata Scheme;
- (m) **"parking infringement notice costs"** means any cost or expense we incur in connection with or arising out of the issue by us of a parking fine;
- (n) **"recovery costs"** means any cost or expense incurred by us in recovering from you any expenses or interest including strata managing agent's costs and legal costs on an indemnity basis;
- (o) **"remove"** in relation to an illegally parked vehicle means to cause the vehicle to be moved to the nearest place to which it may be lawfully moved including by towing the vehicle;
- (p) **"Strata Act"** means the *Strata Schemes Management Act, 2015* (NSW);
- (q) **"strata scheme"** means the strata scheme to which this by-law applies;
- (r) **"us"** or **"we"** means the owners corporation and includes any agent whether the strata committee, strata managing agent, building manager, any security guard or otherwise;
- (s) **"vehicle"** means motor or other vehicle;
- (t) **"vehicle removal costs"** means any cost or expense we incur in connection with or arising out of the moving or removal by us of an illegally parked vehicle including towing costs;
- (u) **"visitor"** or **"invitee"** means a person who stays within a lot for no more than twenty-four (24) hours in any week;
- (v) **"you"** means an owner or occupier.

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3. Regulating Parking on the Common Property

- 3.1 You must not leave or park a vehicle on common property without our prior written consent.
- 3.2 If you are an owner, you must take all reasonable steps to ensure that any occupier of your lot does not leave or park a vehicle on common property without our prior written consent.
- 3.3 For clarity, Owners and occupiers may not use visitor(s) parking which is restricted to bona fide visitors only.

4. Regulating Visitor Parking

- 4.1 You must take all reasonable steps to ensure that your invitees do not leave or park any vehicles on common property except in the visitor parking spaces on common property and then only in accordance with this by-law.
- 4.2 You must take all reasonable steps to ensure that your invitees do not leave or park any vehicles in any visitor parking spaces on common property for more than 48 hours in any one week without our prior written consent.
- 4.3 Despite clause 4.1, you must take all reasonable steps to ensure that any invitees who are your employees, contractors, tradespersons, removalists and the like do not leave or park any vehicles in any visitor parking spaces for any extended (in our opinion) period of time.
- 4.4 You must not give any person a key or security key to the Building for the purpose of allowing that person to leave or park a vehicle in any visitor parking spaces on common property or do anything that is in contravention of this or any other by-law.

5. Prohibiting Vehicle Repairs on the Common Property

- 5.1 You must not repair, or allow to be repaired, any vehicle on common property without our prior written consent.
- 5.2 You must take all reasonable steps to ensure that your invitees do not repair any vehicles on common property without our prior written consent.

6. Parking Barriers and Signage

- 6.1 We may install barriers consisting of chains or bollards in such places as are

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reasonably necessary to regulate the parking of vehicles on common property.

- 6.2 We may install signs on the common property that give notice of or relate to the provisions of this by-law and the restrictions on parking contained in this by-law.
- 6.3 You must comply with any signage we install under this by-law and take all reasonable steps to ensure that your invitees comply with any such signage.
- 6.4 You must comply with any reasonable directions we issue in connection with the parking of vehicles on common property and take all reasonable steps to ensure your invitees comply with any such directions.

7. Responsibility for Others

- 7.1 If you are an owner, you must take all reasonable steps to ensure that your tenants comply with this by-law.
- 7.2 You must take all reasonable steps to ensure that your invitees comply with this by-law as if they were bound by this by-law.

8. Issuing Parking Fines

- 8.1 If you breach this by-law, we may give you a parking fine.
- 8.2 If we give you a fine, we may do so by sending the notice to you or placing the notice on the vehicle that is left or parked in breach of this by-law.

9. Moving Illegally Parked Vehicles

We may move or remove an illegally parked vehicle that is on common property if we place a removal notice on or near the vehicle and the requirements of the removal notice are not complied with within the period specified in the removal notice.

10. Liability for Moving Illegally Parked Vehicles

We are not liable for any damage or loss you suffer if we move or remove (including into storage) an illegally parked vehicle that belongs to you or for which you are responsible including any damage or loss arising out of damage caused to the vehicle when we move or remove the vehicle including by towing or the theft of the vehicle after we move or remove the vehicle.

11. Payment of Expenses

If you breach this by-law, you are liable to pay or reimburse us for any and all

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expenses incurred by the Owners Corporation on demand.

12. Interest on Expenses

If any expenses are not paid by you at the end of one month after they become due and payable, the expenses bear until paid simple interest at the same annual rate as applies to interest on overdue contributions levied by us (currently an annual rate of 10 per cent).

13. Payment of Recovery Costs

You are liable to pay or reimburse us for any recovery costs on demand.

14. Recovery of Expenses, Interest etc

We may recover from you as a debt any:

- (a) expenses;
- (b) interest; and
- (c) recovery costs,

for which you are liable.

15. Mode of Recovery of Expenses, Interest etc

If you are an owner, we may include reference to any expenses, interest or recovery costs for which you are liable on certificates issued under section 184 of the Strata Act in respect of your lot, for the purpose of recovering from you as a debt any of those amounts.

16. Appropriation of payments

We may appropriate any payments you make to us towards expenses, interest and recovery costs in any manner we deem fit.

17. Sale of lot

If a person becomes an owner of a lot at a time when, under this by-law, a former owner is liable to pay any expenses, interest or recovery costs to us, the person who becomes owner is jointly and severally liable with the former owner to pay those amounts to us.

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18. Powers of Strata Committee

The Strata Committee may exercise the functions of the owners corporation under this by-law and may give instructions to the strata managing agent, building manager and/or any security guard.

By-Law 38. By-law for Abandoned Goods

38. Removal of Abandoned Goods and Rubbish Left on Common Property

- 38.1 An Owner is responsible for any goods, rubbish or other items left on Common Property to which the Owners Corporation has incurred any cost for the removal and or disposal of such goods, rubbish or items and is to compensate the Owners Corporation accordingly.
- 38.2 An Owner or Occupier indemnifies the Owners Corporation in respect of any claim for compensation made by a former Owner or Occupier which arises from the cost incurred for the removal and/or disposal of such goods, rubbish or items left by an Owner or Occupier on the Common Property.

By-Law 39. Car Spaces & clearance heights

39.1 If you have a car space you must:

- (a) only park in that car space and not park, stand, load or unload goods in any other lot's car space;
- (b) provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Act and the by-laws;
- (c) keep your car space clean and tidy;
- (d) use your car space only for lawful purposes;
- (e) keep the car space free of vermin;
- (f) not enclose your car space;

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- (g) not keep dangerous, noxious or inflammable items, materials or liquids in the car space;
- (h) only store a motor or other vehicle; and
- (i) repair and make good any damage you cause to the car space.

39.2 You may install a parking barrier to prevent access to your car space provided you have the prior written approval of the Owners Corporation and:

- (a) it is of a type and colour approved by the Owners Corporation;
- (b) it is located in a position that it does not, in any position, protrude beyond your car space;
- (c) you keep the parking barrier in good order and condition; and
- (d) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.

39.3 When you remove the parking barrier you must make good any damage to common property caused by the installation, use or removal of the parking barrier.

39.4 You must comply with any clearance heights displayed at the Building. It is your responsibility to ensure that the clearance under overhead structures is sufficient to enable safe passage without damage. You must not travel or attempt to travel beneath an overhead structure if the height of the vehicle is equal to or greater than the heights displayed.

40. By-law for moving and delivering furniture and goods

- (a) Owners and occupiers must make arrangements with the strata committee 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) Under no circumstances, may owners or occupiers, or persons assisting them in making deliveries or moving in or out, park or stand a truck or other vehicle or otherwise impede ingress to or egress from any garage at the Building.
- (c) 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 strata committee,

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- (ii) including requirements to fit an apron cover to the common property lift; ensure that the maximum weight capacity of the common property lift is not exceeded and that priority for lift use is given to owners and occupiers;
 - (iii) as soon as practicable, repair any damage they (or the person making the delivery) cause to common property; and
 - (iv) 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.
- (d) The following applies to owners or occupiers who are moving in or moving out of the Building:
 - (i) Owners or occupiers are required to complete and submit a form to the Strata Committee containing details of the move, the form of which is to be reasonably determined by the strata committee;
 - (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 and/or stairs only as directed by the Owners Corporation; and
 - (iv) Owners or occupiers are required to pay a cash bond as reasonably determined by the strata committee from time to time for the purpose of ensuring that common property is not damaged during the move. The 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 seven (7) days of the move being completed (provided no damage has been caused). In the event damage has been caused, and, the amount of the cash bond is insufficient to properly rectify such damage, then the difference shall be debited to the relevant owner's ledger (irrespective of whether the owner or occupier caused the damage) and the owner hereby consents to having the amount so debited.
- (e) The strata manager is hereby appointed to assist the Owners Corporation 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 goods through the Building.

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41. Security

41.1 Unless otherwise delegated to the Owners Corporation the Committee has the responsibility of security, controlling access and security keys in so far as the provisions of this By-Law contemplate.

41.2 In this By-Law if the Committee delegates its functions and powers contained herein to the Owners Corporation, the word 'Committee' is replaced with 'Owners Corporation' wherever it appears.

41.3 The Committee has the overall responsibility for ensuring the security of the Building and may take all reasonable steps to:

- (a) Enter into or authorise the Building Manager to enter into an agreement with any such qualified person(s) for the provision of security personnel and security services;
- (b) Permit security personnel to monitor the security of the building from any such designated part of the Building; and
- (c) Maintain and obtain any such security device reasonably required to ensure the security of the Building including but not limited to:
 - (i) Boom gates
 - (ii) roller shutters
 - (iii) locks
 - (iv) alarms, and
 - (v) communications systems.

41.4 Registration plate details

- (a) The Strata Committee and/or Committee may collect information relating to and including the registration plate details of vehicles parked in the Building from time to time.
- (b) Upon the request by or on behalf of the Committee or the Strata

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Committee any Owner or Occupier so bound by the strata management statement is to immediately provide the registration plate details of any vehicle(s) it parks in the Building from time to time.

41.5 Security Keys

- (a) If so required the Committee must make available to each Owner or Occupier a Security Key to enable said Owner or Occupier passage throughout the Building by the most appropriate or direct route as the case may be in order to access their Lot and any Shared Facility to which they are so entitled to access and use in accordance with the strata Management Statement.
- (b) The Committee may charge any such reasonable fee or request a bond if an Owner or Occupier requests:
 - (i) an additional Security Key; or
 - (ii) a replacement Security Key
- (c) An Owner or Occupier or any other such person authorised by the Committee to be issued a Security Key must:
 - (i) not give it to any other person who is not an Owner or Occupier, unless they are satisfied that person will act responsibly and not in a way which would otherwise contravene the provisions of the Strata Management Statement;
 - (ii) not copy or duplicate it or permit any such act which would lead to its duplication;
 - (iii) do all reasonable things to ensure its retention or otherwise retained in a responsible manner;
 - (iv) immediately notify the Committee in each and every instance including but not limited to whether it is lost, stolen or damaged;

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- (v) pay to the Committee such reasonable fee for its replacement;
- (vi) return it immediately if it is no longer required or if the right to access the Building no longer exists; and
- (vii) comply with any reasonable directions of the Committee in relation to its use and management.

(d) The Committee shall have the power to:

- (i) Enter into any such arrangement with the Building Manager or any other relevant service provider in connection with the operation and management of Security Keys and the security systems of the Building generally;
- (ii) re-code Security Keys and require the return of any Security Key for that purpose; and
- (iii) limit the number of Security Keys issued so as to maintain the security of the Building.

(e) Any reasonable request by an Owner or Occupier relating to access arrangements must be taken into account in connection with the Committee's operation and management of Security Keys.

41.6 Despite anything contained in these by-laws, the Owner's corporation shall provide the NDIS Provider/occupier's nominee with:

- (a) Access to security cameras to all locations; and
- (b) Lift security.

41.7 The Committee or Building Manager shall arrange for the NDIS Provider/Occupier's nominee to be an authorised contact for any security provider and/or lift provider.

42. Rights of the Owners Corporation to Enter Your Lot

42.1 The Owners Corporation or any of its contractors so authorised may enter the Lot of an Owner or Occupier to operate, inspect, test, treat, use, maintain, repair or replace Common Property.

42.2 The Owners Corporation must provide reasonable notice to the Owner or Occupier prior to entering the Lot of an Owner or Occupier when exercising its rights under this By-Law.

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43. Rules

- 43.1 The Owners Corporation and Strata Committee may make and amend rules about matters associated with the control, management, operation, security, appearance of the Building and Lots, signage and use of the Building.
- 43.2 An Owner or Occupier or their invitees must comply with the rules.
- 43.3 Where there is any inconsistency between a rule, the By-Laws and the Strata Management Statement, the Strata Management Statement prevails, provided if the provisions of the Strata Management Statement are unenforceable these By-Laws will prevail.

44. Provision of amenities or services

- (1) The Owners Corporation may, by 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:
- (a) security services,
 - (b) promotional services,
 - (c) cleaning,
 - (d) garbage disposal and recycling services,
 - (e) electricity, water or gas supply,
 - (f) telecommunication services (for example, cable television),
 - (g) solar panels.
- (2) If the Owners Corporation makes a resolution referred to in clause (1) 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.

45. Signage

- 45.1 Owners or occupiers must not, without the consent of the Strata Committee, erect flags, banners, advertising or other signs on or within the lots, including courtyards that are visible from outside the Building. This restriction includes, without limitation, signs that advertise that the lot is for sale or available for lease. The Strata Committee may require owners or occupiers of lots to take down any Sign servicing their lot that is unauthorised or does not comply with this by-law or any

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other condition imposed by the Strata Committee. If any direction by the Strata Committee to remove a sign is breached or ignored by the owner or occupier, the Strata Committee may remove or procure the removal of the offending sign at the cost of the relevant owner or occupier.

- 45.2** Despite anything contained in this by-law, signage advertising the business of the lot is permitted on the unit glass doors only.
- 45.3** Nothing in this by-law applies to the original owner/developer of the Building.

46. Agreement for supply of Embedded Network Services

46.1 Power to enter into agreement

- (a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Lots and Common Property.
- (b) Without limiting its power under by-law 46.1(a), the Owners Corporation has the power to supply Embedded Network Services to Lots and to account to Owners and Occupiers for payment for Embedded Network Services supplied by the Owners Corporation, including for payment based on metered usage or in accordance with unit entitlements.

46.2 Initial Period

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

46.3 Delegation of functions

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

46.4 Agreement during the Initial Period

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

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Restrictions:

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

46.5 Agreements after the Initial Period

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

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

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supply of Embedded Network Services to Lots.

46.6 What provisions must be included in an agreement?

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

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

46.7 Provision of personal information

The Owners Corporation may, to the extent reasonably necessary, provide personal information of Owners and Occupiers to any Embedded Network Service provider or other provider of a service. Owners and Occupiers consent to their personal information being provided as contemplated in this clause.

47. Adaptable spaces

- 47.1 Certain car spaces within the Building are adaptable spaces, created to be used by persons with impaired mobility. This by-law applies only to those spaces.
- 47.2 Some of these adaptable spaces are created in "pairs". Each "pair" of adaptable spaces has an area of common property between them (**Pair**). This area is marked on the Strata Plan. Each Pair has joint exclusive use and enjoyment of the common property so marked that is located between each of the spaces.
- 47.3 Some of these adaptable spaces have an area of common property beside them. This area is marked on the Strata Plan. These adaptable spaces have joint exclusive use and enjoyment of the common property so marked.
- 47.4 The shared spaces marked are intended to provide the user of the adjacent space with additional room and facility to move in and out of motor vehicles that adjoin the relevant shared space. Each shared space

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must be kept clear of any objects that would impede the intended use of the shared space and, without limitation, must not be used for additional parking or storage.

- 47.5 The shared space may be fitted with a bollard or similar device to ensure compliance with by-law 47.4.
- 47.6 The relevant owner or occupier of the car space adjoining the shared space is liable for any damage caused to the shared space or any locking device within the shared space that they damage. The owners and occupiers of the car spaces adjoining the shared space are jointly liable for keeping the shared space clean and tidy and free of impediment to use. Otherwise, the Owners Corporation is liable for the repair and maintenance of the shared space and any bollard or locking device installed within the shared space.

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EXECUTED by
YAN SCHOFIELDS PROPERTY PTY LTD
ACN 628 818 906
 in accordance with Section 127
 of the Corporations Act

)
)
)
)



Signature of Director ~~SOLE DIRECTOR/SECRETARY~~ Signature of Director/secretary

Yan Xiang Yan
 NAME (please print)

NAME (please print)

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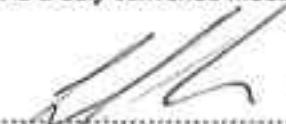
THE COMMON SEAL OF EXECUTED BY
 YAN LIVERPOOL PROPERTY PTY LTD
 ACN 643 808 913 ATT YAN LIVERPOOL PROPERTY TRUST
 was hereto affixed on IN ACCORDANCE WITH SECTION 127
 pursuant to a resolution on the Trust OF THE CORPORATIONS ACT
 As a duly convened meeting in the presence of

.....
 Signature of Member Sole Director/Secretary Signature of Member

.....
 Name of Member Yin xiang Yan Name of Member

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THE COMMON SEAL OF ~~EXCLUDED BY~~
 COPELAND STREET LIVERPOOL PTY LTD
 ACN 612 725 514 ~~ATF COPELAND ST PROPERTY TRUST~~
 was hereto affixed on IN ACCORDANCE WITH SECTION 127
 pursuant to a resolution on the Trust OF THE COOPERATIONS ACT
 As a duly convened meeting in the presence of


 Signature of Member DIRECTOR

John Bachanine
 Name of Member


 Signature of Member DIRECTOR

Jia Xiang Lin
 Name of Member

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~~THE COMMON SEAL OF~~ EXECUTED BY
 CHARLES ST PROJECTS PTY LTD
 ACN 611 179 527 ~~ATF CHARLES ST PROPERTY TRUST~~
 was hereto affixed on IN ACCORDANCE WITH SECTION 127
~~pursuant to a resolution on the Trust~~ OF THE CORPORATIONS ACT
 As a duly convened meeting in the presence of.



 Signature of Member DIRECTOR

JOHN BUCHANAN

 Name of Member



 Signature of Member DIRECTOR

Chao Wang

 Name of Member

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MORTGAGEE: Westpac Banking Corporation

Signed on behalf of the mortgagee:

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee:

Signed by as Attorney for Bank under

Power of Attorney Book, Not

.....
 Signature of Attorney

By executing this Instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that I am an eligible witness and that the attorney whose signature appears above signed this Instrument in my presence.

Signature of Witness

Name of Witness

Address of Witness

s.117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documents

SIGNED SEALED AND DELIVERED for and on behalf of
 ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
 CORPORATION ABN 33 007 457 141 by its attorney under power
 of attorney dated 17 January 2001 registration book 4289 no 322.
 By executing this Instrument the attorney
 States that the attorney has received no
 notice of the revocation of the power
 of attorney.


 Signature Tier Three Attorney
 Name: COLYN KASSIS


 Witness Signature
 Name: VEDAN VENETOUKIS
 Level 3/25 Rastwell St Bankstown NSW 2200

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 19)

DP1248398

Plan of subdivision of Lot 28 in
DP 2819 and Lot 29 in DP 111003
& Lot 100 in DP 1232540
covered by subdivision certificate
number SC-96/2019 of 01-10-2019

Full name and address of the owner of the land: Charles St Projects Pty Limited
(ACN 611 179 527)
680 Parramatta Road, Croydon NSW 2132

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 Access Variable Width Limited
in Stratum (A) | 1
2 | 2
1 |
| 2. | Easement for Vehicular Access Variable Width
Limited in Stratum (V) | 1 | 2 |
| 3. | Right to Use Recreational Area Variable Width
Limited in Stratum (REC) | 1
2 | 2
1 |
| 4. | Easement for Services (whole of the lot) | 1
2 | 2
1 |
| 5. | Easement for Services (Access) (whole of the
lot) | 1
2 | 2
1 |
| 6. | Easement for Future Services (whole of the lot) | 1
2 | 2
1 |
| 7. | Easement for Emergency Egress (whole of the
lot) | 1
2 | 2
1 |
| 8. | Easement to permit encroaching structure to
remain (whole of the lot) | 1
2 | 2
1 |
| 9. | Easement for Support & Shelter (whole of the
lot) | 1
2 | 2
1 |

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 19)

DP1248398

Plan of subdivision of Lot 28 in
DP 2819 and Lot 29 in DP 111003
& Lot 100 in DP 1232540
covered by subdivision certificate
number *SL-96/2019 of 01-10-2019*

| | | | |
|-----|---|-------|---------------------------|
| 10. | Easement for Construction and Cranage
Purposes (whole of the lot) | 1 | 2 |
| 11. | Easement for Construction Purposes variable
width limited in stratum (C) | 1 | 2 |
| 12. | Restriction on the use of land (Washing) | 1 & 2 | Liverpool City
Council |
| 13. | Restriction on the use of land | 1 & 2 | Liverpool City
Council |

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.**

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Plan of subdivision of Lot 28 in
DP 2819 and Lot 29 in DP 111003
& Lot 100 in DP 1232540
covered by subdivision certificate
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PART 2 (Terms)

1. Terms of Easement for Access variable width limited in stratum (A) numbered 1 in the Plan

- 1.1. The Grantee has the right to enter, pass and repass over the Lot Burdened at all times on foot with or without garbage within the easement site.
- 1.2. The Grantor may make rules about the use of the site of this easement.
- 1.3. In exercising its rights under this easement, the Grantee must:
 - (a) as possible mitigate inconvenience to the Grantor/ occupier of the Lot Burdened;
 - (b) mitigate against possible damage to the Lot Burdened and any improvement on it;
 - (c) correct any impact or damage caused to the Lot Burdened;
 - (d) must clean any spillage; and
 - (e) comply with any rules made by the Grantor according to this easement.
- 1.4. The Grantor may with the consent of the grantee, which consent cannot be unreasonably withheld, move or relocate this easement at its cost and in doing so must create a new easement for such movement or relocation.
- 1.5. The Grantee may only do a thing under this easement within the site of the easement.
- 1.6. The rights in, and obligations on the Grantee in this easement extend to every Authorised Person.

2. Terms of Easement for Vehicular Access variable width limited in stratum (V) numbered 2 in the Plan

- 2.1. The Grantee has the right to enter, pass and repass over the Lot Burdened including within trafficable areas at all times by vehicle, motorcycle, bicycle and



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foot where applicable for all lawful purposes including the carrying of rubbish
within the easement site.

- 2.2. The Grantor may make rules about the use of the site of this easement.
- 2.3. In exercising its rights under this easement, the Grantee must:
 - (a) may not park vehicles on any part of the Lot Burdened;
 - (b) ensure that there are no items deposited or left upon the easement site and mitigate any inconvenience to the Grantor/ occupier of the Lot Burdened;
 - (c) mitigate as possible damage to the Lot Burdened and any improvement upon it;
 - (d) correct any impact or damage caused to the Lot Burdened; and
 - (e) must comply with any rules made by the Grantor according to this easement.
- 2.4. The Grantor may with the consent of the grantee, which consent cannot be unreasonably withheld, move or relocate this easement at its cost and in doing so must create a new easement.
- 2.5. The Grantee may only do a thing under this easement within the site of the easement.
- 2.6. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.
3. **Terms of Right to Use Recreational Area Variable Width Limited in Stratum (REC) numbered 3 in the Plan**
 - 3.1. Lot 2 has the right to enter the easement site that burdens lot 1 and carry out construction works required to complete any and all approved recreation works in accordance with the development approvals.
 - 3.2. Any further rights under this easement are suspended until:
 - (a) All construction works with respect to the completion of the recreation areas have been completed and an occupation certificate for use is issued in



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respect to the lot 2 building works.

- 3.3. The Grantee and Authorised Persons have the right to enter, be in and use in common with others, the rooftop open space on the Lot Burdened.
- 3.4. The Grantor may make rules about the use of the site of this easement.
- 3.5. In exercising the powers conferred by this Easement, the Grantee and Authorised Persons:
 - (a) must exercise their respective rights consistently with the rights of all other parties who have the same or similar rights;
 - (b) have a right for a period of time of no greater than 4 hours in any 24 hour period, to enter the easement site, cross, recross, sit, enjoy and relax on the predetermined areas available for use and enjoyment for passive recreation use;
 - (c) must not carry out, and must ensure that any person benefited must not carry out, any activity that would impact upon the others users passive use;
 - (d) must remain adequately clothed;
 - (e) must not cause excessive noise or behave in a manner likely to cause harm or offence to persons on the lot benefitted;
 - (f) must cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and
 - (g) mitigate against possible damage to the Lot Burdened and any improvement on it;
 - (h) correct any impact or damage caused to the Lot Burdened;
 - (i) must clean any rubbish and or spillage; and
 - (j) comply with any rules made by the Grantor according to this easement.
- 3.6. The Grantor may with the consent of the grantee, which consent cannot be unreasonably withheld, move or relocate this easement at its cost and in doing so

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must create a new easement for such movement or relocation.

- 3.7. The Grantee and Authorised Persons may only do a thing under this Easement within the Easement Site.
- 3.8. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

4. Terms of Easement for Services (Whole of the Lot) numbered 4 in the Plan

- 4.1. The Grantee has at all times the unrestricted right to use the Lot Burdened for the provision of Existing Services and Service Infrastructure to or from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:
 - (a) accessing the Lot Burdened after reasonable notice and in such a manner as is reasonable in the circumstances;
 - (b) construct, erect, lay, install, attach or re-place existing services and Service Infrastructure on, in or under the Lot Burdened for the purposes of the replacement and or restoration of the storage or passage of the existing Service and Service Infrastructure;
 - (c) remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
 - (d) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
 - (e) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right:
 - (i) to lay, place, construct, inspect, clean, repair, maintain or renew the works or any part of them; and
 - (ii) to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.
- 4.2. In exercising its rights under this easement, the Grantee must:
 - (a) ensure all work is done properly;

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- (b) as possible mitigate inconvenience to the Grantor/ occupier of the Lot Burdened;
 - (c) mitigate as possible damage to and restore the Lot Burdened as practicable as possible to its original condition; and
 - (d) correct any impact or damage caused to the Lot Burdened;
- 4.3. Subject to any contrary requirements under the Strata Management Statement, the Lot Benefited must maintain its own Services and Service Infrastructure.
- 4.4. The Lot Benefited:
 - (a) acknowledges that some of the Services under this easement are being used in common with the Lot Burdened; and
 - (b) must not interfere with any of the Services or Service Infrastructure for the Lot Burdened located within the site of the easement from time to time.
- 4.5. The Grantee may only do a thing under this easement within the site of the site of the easement.
- 4.6. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.
- 5. Terms of Easement for Services (Access) (Whole of the Lot) numbered 5 in the Plan**
 - 5.1. The Grantee has at all times the unrestricted right to use the Lot Burdened for purposes of accessing the Existing Services and Service Infrastructure and may do anything reasonably necessary for that purpose, including without limitation:
 - (f) accessing the Lot Burdened after reasonable notice and in such a manner as is reasonable in the circumstances;
 - (g) remain on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
 - (h) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and



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- 5.2. In exercising its rights under this easement, the Grantee must:
- (a) as reasonably as possible mitigate inconvenience to the Grantor/ occupier of the Lot Burdened;
 - (b) mitigate as possible damage to and restore the Lot Burdened as practicable as possible to its original condition; and
 - (c) correct any impact or damage caused to the Lot Burdened;
- 5.3. Subject to any contrary requirements under the Strata Management Statement, the Lot Benefited must maintain its own Services and Service Infrastructure.
- 5.4. The Grantee may only do a thing under this easement within the site of the site of the easement.
- 5.5. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

6. Terms of Easement for Future Services (Whole of the Lot) numbered 6 in the Plan.

- 6.1. The Grantee has a future right to use the Lot Burdened to provide Services to or from the Lot Benefited and may do anything reasonably necessary for that purpose, subject to the Grantors permission, which will not be unreasonably withheld and includes without limitation:
- (a) the construction, erection, laying, installing, attaching or placing or replacing of Services and or Service Infrastructure on or in the Lot Burdened for the purposes of the storage or passage of a Service;
 - (b) entering and remaining upon the Lot Burdened after agreement from the Grantor and in such a manner as is reasonable in the circumstances;
 - (c) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
 - (d) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right.
- 6.2. In exercising its rights under this easement, the Grantee must:



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- (a) ensure that all work is done properly;
- (b) as possible mitigate inconvenience to the Grantor/ occupier of the Lot Burdened;
- (c) mitigate as possible damage to and restore the Lot Burdened as practicable as possible to its original condition; and
- (d) must make good any collateral damage.

6.3. The Grantee may only do a thing under this easement within the site of the site of the easement.

6.4. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

7. Terms of Easement for Emergency Egress (Whole of the Lot) numbered 7 in the Plan

7.1. The Grantee has at all times the right:

- (a) to unlimited use and access of the lot burdened in the event of fire and/or emergency to enter and pass over all those parts of the Lot Burdened which are utilised for and designed for fire and/or emergency egress purposes; and
- (b) as required to inspect any portion of those parts of the Lot Burdened affected by this easement.

7.2. The Grantee may only do a thing under this easement within the site of the easement.

7.3. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

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**8. Terms of Easement to Permit Encroaching Structure to Remain (Whole of the Lot)
numbered 8 in the Plan**

- 8.1. In this easement: "encroaching structure" means any building works approved in any construction certificate attached to any development consent.
- 8.2. The Grantee at all times has the right:
- (a) that any portion of the Building (the "Encroaching Structure") that encroaches upon the Lot Burdened can remain within the Easement Site;
 - (b) that any portion of the Building (the "Encroaching Structure") constructed after the time of registration of this easement that encroaches upon the Lot Burdened can remain within the Easement Site;
 - (c) to the full and free right to the subjacent and lateral support by the Lot Burdened of the Encroaching Structure;
 - (d) to access to the building (the "Encroaching Structure") with or without workmen and associated equipment to allow for the repair, maintenance and inspection of the Encroaching Structure;
 - (e) to insist the Encroaching Structure remains; and
 - (f) to do all other things necessary in connection with ownership of the Encroaching Structure.
- 8.3. The Grantor must not do or allow anything to be done to damage or interfere with the Encroaching Structure.
- 8.4. The Grantee may only do a thing under this Easement within the Easement Site.
- 8.5. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

9. Terms of Easement for Support and Shelter (Whole of the Lot) numbered 9 in the Plan

- 9.1. Registration of this Instrument creates an easement for support and shelter in the terms

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of the easement set out in section 196K of the Conveyancing Act.

- 9.2. This easement is suspended for any period a Strata Management Statement is registered in connection with the Land or any part of the Land and an easement for support is implied or created under Section 106 of the Development Act.

**10. Terms of Easement for Construction and Craneage Purposes (Whole of the Lot)
numbered 10 in the Plan**

- 10.1. In this easement: "construction" means any building works approved in any construction certificate attached to any development consent.
- 10.2. The Grantee and its Authorised Users may use each lot burdened to facilitate the construction of building works and improvements on the Lot Benefited.
- 10.3. The Grantee may and at all time has the right to:
- (a) use the Lot Burdened to facilitate the construction of improvements upon the Lot Benefited; and
 - (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened including the air space of the lot burdened;
 - (ii) craning of materials within the airspace of the lot burdened;
 - (iii) taking anything on to the Lot Burdened;
 - (iv) carrying out work as contained within approved construction certificate plans including installing, keeping and using any scaffolding, hoarding, plant, equipment, signage and machinery on the Lot Burdened; and
 - (v) temporarily closing parts of the Easement Site.
- 10.4. In exercising those rights, the Grantee must:
- (a) ensure all work is done properly;



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- (b) mitigate inconvenience to the Grantor/ occupier of the Lot Burdened;
- (c) mitigate as possible damage to the Lot Burdened;
- (d) restore the Lot Burdened as practicable as possible to its original condition;
and
- (e) must make good any collateral damage.

10.5. The Grantee may only do a thing under this easement within the site of the site of the easement.

10.6. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

**11. Terms of Easement for Construction Purposes variable width limited in stratum (C)
numbered 11 in the plan**

11.1. In this easement: "construction" means any building works approved in any construction certificate attached to any development consent.

11.2. The Grantee and its Authorised Users may use the lot burdened to facilitate the construction of building works and improvements on the Lot Benefited.

11.3. The Grantee may and at all time has the right to:

- (a) use the Lot Burdened to facilitate the construction of improvements upon the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened
 - (ii) taking anything on to the Lot Burdened;
 - (iii) carrying out work as contained within approved construction certificate plans including installing, keeping and using any scaffolding, hoarding, plant, equipment, signage and machinery on the Lot Burdened;
 - (iv) to allow the emission of noise, fumes, vibrations and dust caused by

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the construction works on the Lot Burden; and

(v) temporarily closing parts of the Easement Site.

11.4. In exercising those rights, the Grantee must:

- (a) ensure all work is done properly;
- (b) mitigate inconvenience to the Grantor/ occupier of the Lot Burdened;
- (c) mitigate as possible damage to the Lot Burdened;
- (d) restore the Lot Burdened as practicable as possible to its original condition;
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- (e) must make good any collateral damage.

11.5. The Grantee may only do a thing under this easement within the site of the site of the easement.

11.6. The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

12. Terms of Restriction on the use of land (washing) numbered 12 in the Plan

12.1. The hanging of washing, including any clothing, towels, bedding or other article of a similar type on any balcony is not to be visible from any street and this restriction may not be extinguished or altered without the consent of Council.

12.2. Name of person or authority to release, vary or modify this restriction on the use of land:

Liverpool City Council.

13. Terms of Restriction on the use of land numbered 13 in the Plan

13.1. The gross floor area of any building erected on the lot burdened (or, if more than one building, the aggregate of their gross floor areas), calculated in accordance with the Liverpool Local Environmental Plan 2008 as in force at the date of registration of this instrument, must not exceed that gross floor area as approved and contained within Development Approval 440/2018.



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- 13.2 Name of person or authority to release, vary or modify this restriction on the use of land:

Liverpool City Council.

14. Definitions

"Authorised Person" means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee's visitors, employees and contractors.

"Conveyancing Act" means the *Conveyancing Act 1919 (NSW)* as that may be amended from time to time and includes any regulations under that Act.

"Council" means Liverpool City Council.

"Development Act" means the *Strata Schemes Development Act 2015* as that Act may be amended from time to time and includes any regulations under that Act.

"Grantee" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited. The expression "Grantee" wherever used means and includes the Grantee and every Authorised Person.

"Grantee's Improvements" in connection with an easement in this Instrument means the improvements from time to time erected or contained or situated on the relevant easement site and include without limitation items, goods and furniture associated with or used by the Grantee in connection with the conduct of the Grantee's business or activities on the Lot Benefited by the relevant easement.

"Grantor" means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

"Gross floor Area" means the gross floor area as defined in the Liverpool Local Environmental Plan 2008

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with a restriction or easement the subject of this instrument, means

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the Lot Benefited by the relevant restriction or easement.

"Lot Burdened" in connection with a restriction or easement the subject of this Instrument, means the Lot Burdened by the relevant restriction or easement.

"Plan" means the plan to which this instrument relates.

"Service" includes water, stormwater, sewerage, drainage, sullage, sewage, fire, security, air conditioning, fluid wastes, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television or radio impulses or signals service.

"Service Infrastructure" means any cable, cable tray, chute, cooling tower, drain, duct, line, pipe, water storage tank, condenser unit, wire, kitchen or other exhaust flue or duct and other structures through or in which a Service passes or is stored or contained.

"Sign" includes signs, placards, billboards, a frames and posters.

"Strata Management Statement" means a strata management statement registered in accordance with the provisions of Section 101 of the Development Act.

15. Interpretation

- 15.1. The expression "Grantor" includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.
- 15.2. The expression "Grantee" includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.
- 15.3. The terms of each easement, covenant and restriction in this Instrument are covenants and agreements;
 - (a) between each relevant Grantor and relevant Grantee;
 - (b) which annex to each relevant easement, covenant and restriction; and
 - (c) which pass with the burden and benefit of each relevant easement, covenant and restriction.



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15.4. 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.

15.5. If:

- (a) matters relating to the maintenance, repair or replacement of any part of a Lot Burdened the subject of an easement, covenant or restriction in this Instrument are covered or regulated by a Strata Management Statement or a Building Management Statement,

then:

- (b) the terms of that Strata Management Statement or Building Management Statement:
 - (i) apply to that easement, covenant or restriction; and
 - (ii) bind the relevant Grantor and Grantee.
- (c) to the extent of any inconsistency between the Strata Management Statement or Building Management Statement (as the case may be) and the terms of the relevant easement, covenant or restriction, then the terms of the Strata Management Statement or the Building Management Statement (as the case may be) prevail to the extent of the inconsistency.

15.6. If the terms of any easement allow the Grantor to make rules in connection with the easement site or the use of the easement site, and the easement site is a Shared Facility, then the rules of the Building Management Committee in connection with the easement site or the use of the easement site prevail to the extent of any inconsistency.



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CHARLES ST PROJECTS PTY LIMITED (ACN 611 179 527)
in accordance with section 127 of the Corporations Act 2001
and in the presence of:



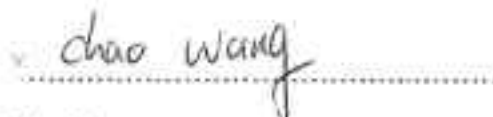
Sole Director/Secretary



Director



Print Name



Print Name

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

(Sheet 18 of 19)

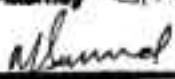
DP1248398

Plan of subdivision of Lot 28 in
DP 2819 and Lot 29 in DP 111003
& Lot 100 in DP 1232540
covered by subdivision certificate
number SC-96/2019 of 01-10-2019

EXECUTION BY WESTPAC BANKING CORPORATION:

**SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.**

Signature Tier Three Attorney 
Name:

Witness Signature 
Name: MELVIN SAMAL
Level 3/25 Restwell St Bankstown NSW 2200

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 19 of 19)

DP1248398

Plan of subdivision of Lot 28 in
DP 2819 and Lot 29 in DP 111003
& Lot 100 in DP 1232540
covered by subdivision certificate
number SC-96/2019 of 01-10-2019

EXECUTION BY LIVERPOOL CITY COUNCIL

S. Monte

Signature of Authorised Officer

STEPHEN MONTE

Print Name

SENIOR LAND DEVELOPMENT ENGINEER.

Position of Authorised Officer as Delegate
Pursuant to s377 of the Local Government Act 1993

Liverpool City Council

Council

J. Kumar

Signature of Witness

JASON KUMAR

Print Name

33 MOORE ST, LIVERPOOL.

Address

REGISTERED



8/10/2019

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 of the Conveyancing Act 1919

Lengths are in metres:

(Sheet 1 of 6 sheets)

Plan: **DP1249060**

Plan of Easements over Lot 100
DP1232540
Covered By
Dated

Full name and address
of the owner of the Land

CHARLES ST PROJECTS PTY LTD
ACN 611 179 527
680 PARRAMATTA ROAD
CROYDON NSW 2132

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 Padmount Substation 2.785 Wide (A) | 100/ DP1232540 | Epsilon Distribution Ministerial Holding Corporation |
| 2 | Restriction on the Use of Land (B) | 100/ DP1232540 | Epsilon Distribution Ministerial Holding Corporation |


.....
Endeavour Energy

Document No: 72930_1
Reference No: 43772/022 29Oct18

Lengths are in metres:

(Sheet 2 of 6 sheets)

Plan: **DP1249060**

Plan of Easements over Lot 100
DP1232540

Part 2 (Terms)

**1. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.785 WIDE (A)
NUMBERED 1 IN THE PLAN**

NSW LAND REGISTRY SERVICES

CI The terms set out in Memorandum No AK104621 registered at ~~Land & Property~~
~~Information NSW~~ are incorporated into this document, subject to changing "Endeavour
Energy" to "Epsilon Distribution Ministerial Holding Corporation".

**2. TERMS OF RESTRICTION ON THE USE OF LAND (B) NUMBERED 2 IN THE
PLAN**

1.0 Definitions

1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 **erect** includes construct, install, build and maintain.

1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.


.....
Endeavour Energy

Lengths are in metres:

(Sheet 3 of 6 sheets)

Plan: **DP1249060**

Plan of Easements over Lot 100
DP1232540

Part 2 (Terms) continued

4.0 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.



.....
Endeavour Energy

Lengths are in metres:

(Sheet 4 of 6 sheets)

Plan: **DP1249060**

Plan of Easements over Lot 100
DP1232540

EXECUTED by
CHARLES ST PROJECTS PTY LTD
ACN 611 179 527
in accordance with Section 127
of the Corporations Act



Signature of Director

John Baughathine
NAME (please print)



Signature of Director/secretary

Chao Wang
NAME (please print)

Not

Lengths are in metres:

(Sheet 5 of 6 sheets)

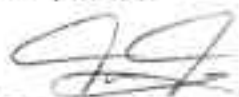
Plan: **DP1249060**

Plan of Easements over Lot 100
DP1232540

MORTGAGEE:

WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION AIN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322
in the presence of:



Tung Tran
Tier 3 Attorney

Attorney Signature
Name and Tier of Attorney (print)

Manuel

Witness Signature
Name and Address of witness (print)

MELVIN SAMUEL
ST GEORGE BANK
Level 3, 57 Kentwell Street
BANKSTOWN NSW 2200



Lengths are in metres:

(Sheet 6 of 6 sheets)

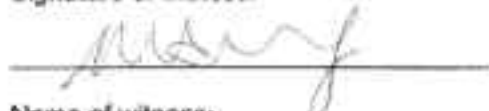
Plan: **DP1249060**

Plan of Easements over Lot 100
DP1232540

I certify that the attorney signed this
instrument in my presence.

Signed by the attorney named below who
signed this instrument pursuant to the power
of attorney specified for **Endeavour Energy
Network Asset Partnership (ABN 30 586
412 717)** on behalf of **Epsilon Distribution
Ministerial Holding Corporation (ABN 59
253 130 878)** pursuant to section 36 of the
*Electricity Network Assets (Authorised
Transactions) Act 2015 (NSW)*.

Signature of witness:



Name of witness:

Michèle Attamy

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of Attorney: Book 4734 No 883

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

UM127538

Date of signature:

5 NOVEMBER 2018

REGISTERED



7.12.2018



Form: 13PC
 Release: 31

POSITIVE COVENA
 New South Wales
 Section 88E(3) Conveyancing Act

AP62307V

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 | 100/1232540 | | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any
Strata Surv 9712 7111
P.O Box 305 Five Dock 2046
Reference: <input type="text"/> | CODE

PC |
| (C) REGISTERED PROPRIETOR | Of the above land
Charles ST Projects Pty Limited (ACN611 173 527) | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this positive covenant | | |
| | Nature of Interest | Number of Instrument | Name |
| | Mortgage | AM999979 | Westpac Banking Corporation |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919
Liverpool city Council | | |

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: J. KUMAR

Signature of authorised officer: S. L. M.

Name of witness: See Annexure C JASON KUMAR

Name of authorised officer: STEPHEN MONTE

Address of witness: 33 MOORE ST LIVERPOOL.

Position of authorised officer: SENIOR LAND DEVELOPMENT ENGINEER

(G) **Execution by the registered proprietor**

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: See Annexure B
 Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: JOHN BOUCHAINE
 Office held: DIRECTOR

Name of authorised person: Chao Wang
 Office held: Director

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AM999979

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness: See Annexure B

Signature of mortgagee:

Name of witness:

Address of witness:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

3545

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

1.1 The owner of the Burdened lot will in respect of the stormwater treatment system;

- (a) keep the stormwater treatment system clean and free from silt, rubbish and debris;
- (b) maintain and repair, at the sole expense of the Burdened lot, the whole of the stormwater treatment system so that it functions in a safe and efficient manner;
- (c) permit Council, or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an Emergency) to enter and inspect the Burdened lot for compliance with this covenant;
- (d) comply with the terms of any written notice issued by Council in respect of the requirement so this covenant within the time stated in the notice;
- (e) refer to the maintenance schedule and approved stormwater plans as an appendix to **clauses 1.1(a) and 1.1(b)**.

1.2 Pursuant to section 88F(3) of the *Conveyancing Act 1919* (NSW) Council shall have the following additional powers:

- (a) in the event that the owner of the Burdened lot fails to comply with the terms of any written notice issued by Council as set out above, Council or its Authorised Person, may enter the land with all necessary materials and equipment and carry out any work which Council in its discretion considers reasonable to comply with the said notice referred to in **clause 1.1(d)**;
- (b) Council may recover from the owner of the Burdened lot in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under **clause 1.2(a)**, and
 - (ii) reasonable legal costs for the issue of said notices and recovery of the said costs and expenses.

This Positive Covenant may only be released, varied or modified with the consent of Liverpool City Council.

ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

EXECUTION

CHARLES ST PROJECTS PTY LTD (ACN)

in accordance with section 127 of the

Corporations Act 2001 and in the presence of:



Director/Secretary



Director/Secretary

JOHN BOUCHAHINE

Print Name

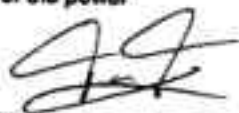
Chao Wang

Print Name

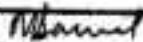
ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

EXECUTION BY WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.



Signature Tier Three Attorney Tung Tran
Name: Tier 3 Attorney

Witness Signature 
Name: MELVIN SAMUEL
Level 3/25 Restwell St Bankstown NSW 2200

ANNEXURE "C" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

EXECUTION BY LIVERPOOL CITY COUNCIL

S. Monte

Signature of Authorised Officer

STEPHEN MONTE

Print Name

SENIOR LAND DEVELOPMENT ENGINEER.

Position of Authorised Officer as Delegate

Pursuant to s378 of the Local Government Act 1993

Liverpool City Council

J. Kumar

Signature of Witness

JASON KUMAR

Print Name

33 MOORE ST
LIVERPOOL.

Address

TRAINEE CIVIL ENGINEER

Position



Form: LRPV
 Release: 3-1

POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 1

AP62308T

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to publish information 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 | 100/DP1212540 | | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any
<i>Strata Surv 9712 7111</i>
<i>P.O Box 305 Five Dock 2046</i>
Reference: | CODE

PC |
| (C) REGISTERED PROPRIETOR | Of the above land
Charles ST Projects Pty Limited (ACN 611 173 527) | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this positive covenant | | |
| | Name of Interest | Number of Instruments | Name |
| | Mortgage | AM999979 | Westpac Banking Corporation |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919
Liverpool City Council | | |

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence

Signature of witness: *J. Kumar*

Signature of authorised officer: *S. L. J.*

Name of witness: See annexure C **JASON KUMAR**

Name of authorised officer: **STEPHEN MONTE**

Address of witness: **33 MOORE ST LIVERPOOL**

Position of authorised officer: **SENIOR LAND DEVELOPMENT ENGINEER**

(G) **Execution by the registered proprietor**

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: See Annexure B

Authority:

Signature of authorised person: *[Signature]*

Signature of authorised person: *[Signature]*

Name of authorised person: **JOHN BOUCHAMINE**

Name of authorised person: **Chao Wang**

Office held: **Director**

Office held: **Director**

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AM999979

agrees to be bound by this positive covenant,

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness: *See*

Signature of mortgagee: *[Signature]*

Name of witness: **Annexure B**

Address of witness:

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

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

- 1.1 The expression "basement pump-out system" used in this positive covenant shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaced designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. Any pump out system constructed on the Lot Burdened is hereafter referred to as "the system".
- 1.2 The registered proprietor of the lots hereby burdened will in respect of the system:
 - (a) keep the system clean and free from silt, rubbish and debris;
 - (b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner
 - (c) permit Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant;
 - (d) comply with the terms of any written notice issued by Council in respect of the requirements of this covenant within the time stated in the notice.
 - (e) refer to the maintenance schedule and the Council approved stormwater plans as an appendix to items (a) and (b) mentioned above.
- 1.3 Pursuant to Section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:
 - (a) in the event that the Registered Proprietor fails to comply with the terms of any written notice issued by Council as set out above Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.
 - (b) Council may recover from the Registered Proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.

- (ii) legal costs on an indemnity basis of the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

Name of Authority having the power to release, vary or modify the 'Positive Covenant' is
Liverpool City council.

ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

EXECUTION

CHARLES ST PROJECTS PTY LTD (ACN 611 179 527)

in accordance with section 127 of the

Corporations Act 2001 and in the presence of:



Director/Secretary



Director/Secretary

JOHN BAICHARINE

Print Name

Chao Wang

Print Name

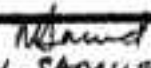
ANNEXURE "B" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

EXECUTION BY WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.



Signature Tier Three Attorney Tung Tran
Name: Tier 3 Attorney

Witness Signature 
Name: MELVIN SAMUEL
Level 3/25 Roswell St Borokestown NSW 2200

ANNEXURE "C" REFERRED TO IN POSITIVE COVENANT ON LOT 100 DP1232540

EXECUTION BY LIVERPOOL CITY COUNCIL



Signature of Authorised Officer

STEPHEN MONTE

Print Name

SENIOR LAND DEVELOPMENT ENGINEER.

Position of Authorised Officer as Delegate

Pursuant to s378 of the Local Government Act 1993

Liverpool City Council



Signature of Witness

JASON KUMAR

Print Name

33 MOORE ST
LIVERPOOL

Address

TRAINEE CIVIL ENGINEER

Position

Form: 13RPA
 Release: 3-1

**RESTRICTION ON T
 USE OF LAND BY
 PRESCRIBED AUTHORITY**
 New South Wales
 Section 88E(3) Conveyancing Act 1919



AP62309R

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 | 100/DP1232540 | | |
| (B) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any
Strata Surv 9712 7111
P.O Box 305 Five Dock 2046
Reference: | CODE

RV |
| (C) REGISTERED PROPRIETOR | Of the above land
Charles ST Projects Pty Limited (ACN611 173 527) | | |
| (D) LESSEE MORTGAGEE or CHARGE | Of the above land agreeing to be bound by this restriction | | |
| | Nature of Interest | Number of Instrument | Name |
| | Mortgage | AM999979 | Westpac Banking Corporation |
| (E) PRESCRIBED AUTHORITY | Within the meaning of section 88E(1) of the Conveyancing Act 1919
Liverpool city Council | | |

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: J. Kumer

Signature of authorised officer: S. L. M.

Name of witness: See Annexure C JASON KUMAR

Name of authorised officer: STEPHEN MONTE

Address of witness: 33 MOORE ST
 LIVERPOOL.

Position of authorised officer: SENIOR LAND
 DEVELOPMENT ENGINEER.

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: See Annexure B

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: JOHN BOUCHAHINE
 Office held: Director

Name of authorised person: Chao Wong
 Office held: Director

(H) The mortgagee under mortgage No. AM999979 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: See Annexure B Signature of mortgagee:

Name of witness:

Address of witness:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540**

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system, which is constructed on the lot(s) burdened without the prior consent in writing of Liverpool City Council. The expression "on-site stormwater detention system" shall include all pumps, floats, alarm systems (signage and flashing lights), gutters, pipes, drains, walls, kerbs, pits, gates, tanks, chambers, basins and surfaces designed to pump and temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. Any on-site stormwater detention system constructed on the lots burdened is hereafter referred to as "the system".

This **RESTRICTION ON THE USE OF LAND** may only be released, varied or modified with the consent of Liverpool City Council.

**ANNEXURE "B" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540**

EXECUTION

CHARLES ST PROJECTS PTY LTD (ACN 611 179 527)

in accordance with section 127 of the

Corporations Act 2001 and in the presence of:



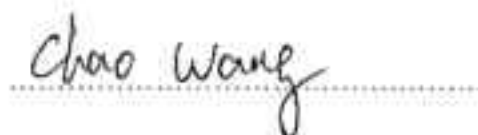
Director/Secretary



Director/Secretary



Print Name:



Print Name

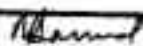
**ANNEXURE "B" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540**

EXECUTION BY WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.



Signature Tier Three Attorney
Name: Tung Tran
Tier 3 Attorney

Witness Signature 
Name: MELVIN SAMUEL
Level 3/25 Restwell St Bankstown NSW 2200

ANNEXURE "C" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540

EXECUTION BY LIVERPOOL CITY COUNCIL

S. Monte

Signature of Authorised Officer

STEPHEN MONTE

Print Name

SENIOR LAND DEVELOPMENT ENGINEER.

Position of Authorised Officer as Delegate

Pursuant to s378 of the Local Government Act 1993

Liverpool City Council

J. Kumar

Signature of Witness

JASON KUMAR

Print Name

33 MOORE ST
LIVERPOOL.

Address

TRAINEE CIVIL ENGINEER

Position

System Document Identification

Form Number:05DM-e
Template Number:DM_nsw23
ELN Document ID:546790050

Land Registry Document Identification

**DISCHARGE OF
MORTGAGE**

AP623310

**New South Wales
Real Property Act 1900**

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

LODGED BY:

Responsible Subscriber: GALILEE SOLICITORS PTY LTD ABN 94617256201

Address: L11, 60 Carrington ST
Sydney 2000

Telephone:

PEXA Subscriber Number: 19199

Customer Account Number: 502072X

Document Collection Box: 629W

Client Reference: 2019/376 Carter

LAND TITLE REFERENCE

40/22194B

MORTGAGE DISCHARGED

AB800891

MORTGAGEE

WESTPAC BANKING CORPORATION ACN 007457141 Australian credit licence 233714
Registered company

The Mortgagee discharges the above Mortgage so far as it affects the land specified in this instrument.

SIGNING

Signing Party Role: Relinquishing

I certify that:

1. 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.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Party Represented by Subscriber:

WESTPAC BANKING CORPORATION

Signed By: Pietro Langone

PEXA Signer Number:3984

Signer Capacity:Employee Certifier

Digital Signing Certificate Number:163836080938508270556286154098535422248

**Signed for
Subscriber:**

WESTPAC BANKING CORPORATION ABN 33007457141

Subscriber Capacity:Subscriber Representing Self

PEXA Subscriber Number:621

Customer Account Number:500003

Date: 22/10/2019

Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AP62311F

Section 88E(3) Conveyancing Act 1919

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**

100/DP1232540

(B) **LODGED BY**

| | | |
|-------------------------------|---|-----------------------|
| Document
Collection
Box | Name, Address or DX, Telephone, and Customer Account Number if any
<i>Strata Surv 9712 7111</i>
<i>P.O Box 305 Five Dock 2046</i> | CODE

RV |
| | Reference: | |

(C) **REGISTERED PROPRIETOR**

Of the above land
Charles ST Projects Pty Limited (ACN611 173 527)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

| Nature of Interest | Number of Instrument | Name |
|--------------------|----------------------|-----------------------------|
| Mortgage | AM999979 | Westpac Banking Corporation |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Liverpool city Council

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A, hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *J. Kumar*

Signature of authorised officer: *S. Lunt*

Name of witness: See Annexure C *JASON KUMAR*

Name of authorised officer: *STEPHEN MONTE*

Address of witness: *33 MOORE ST*
LIVERPOOL.

Position of authorised officer: *SENIOR LAND*
DEVELOPMENT ENGINEER.

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: See Annexure B
Authority:

Signature of authorised person: *[Signature]*

Signature of authorised person: *[Signature]*

Name of authorised person: *JOHN BUCHANINE*
Office held: *DIRECTOR*

Name of authorised person: *Chau Wang*
Office held: *Director*

(H) The mortgagee under mortgage No. AM999979 agrees to be bound by this restriction.
I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: *See Annexure B*

Signature of mortgagee:

Name of witness:

Address of witness:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540**

The hanging of washing, including any clothing, towels, bedding or other article of a similar type on any balcony is not to be visible from any street.

This **RESTRICTION ON THE USE OF LAND** may only be released, varied or modified with the consent of Liverpool City Council.

**ANNEXURE "B" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540**

EXECUTION

CHARLES ST PROJECTS PTY LTD (ACN 611 179 527)

in accordance with section 127 of the

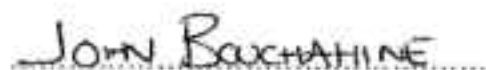
Corporations Act 2001 and in the presence of:



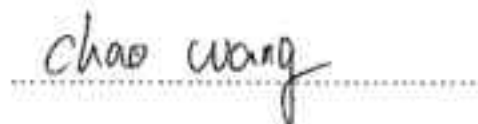
Director/Secretary



Director/Secretary



Print Name



Print Name

**ANNEXURE "B" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540**

EXECUTION BY WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.

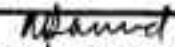


Signature Tier Three Attorney
Name:

Tung Tran
Tier 3 Attorney

Witness Signature

Name:


MELVIN SAMUEL
Level 3/25 Restwell St Bankstown NSW 2200

ANNEXURE "C" REFERRED TO IN RESTRICTION ON THE USE OF LAND ON
LOT 100 DP1232540

EXECUTION BY LIVERPOOL CITY COUNCIL

.....S. L. M.

Signature of Authorised Officer

.....STEPHEN MONTE.....

Print Name

.....SENIOR LAND DEVELOPMENT ENGINEER.....

Position of Authorised Officer as Delegate

Pursuant to s378 of the Local Government Act 1993

Liverpool City Council

.....J. KUMAR.....

Signature of Witness

.....JASON KUMAR.....

Print Name

.....33 MOORE ST
LIVERPOOL.....

Address

.....TRAINEE CIVIL ENGINEER.....

Position

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 of the Conveyancing Act 1919

Lengths are in metres:

(Sheet 1 of 3 sheets)

Plan:

Plan of Easement over Lot 3 in
DP1248398

DP1271245

~~Covered By~~
~~Dated~~

Full name and address
of the owner of the Land

Charles St Projects Pty Ltd
ACN 611 179 527
680 Parramatta Road
CROYDON NSW 2132

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 to permit encroaching structure to remain variable width limited in stratum (A) | Lot 3
DP1248398 | Lot 2 DP1248398 |

J.B.
.....
Charles St Projects Pty Ltd

Lengths are in metres:

(Sheet 2 of 3 sheets)

Plan:

Plan of Easement over Lot 3 in
DP1248398.

DP1271245

~~Covered By~~
~~Dated~~

EXECUTED by
CHARLES ST PROJECTS PTY LTD
ACN 611 179 527
in accordance with Section 127
of the Corporations Act

)
)
)
)
)



Signature of Director

Chao Wang
NAME (please print)



Signature of Director/~~Secretary~~

John Bonchakine
NAME (please print)

Lengths are in metres:

(Sheet 3 of 3 sheets)

Plan:

Plan of Easement over Lot 3 in
DP1248398

DP1271245

Covered By
Dated

MORTGAGEE: Westpac Banking Corporation

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.

Signature Tier Three Attorney

Name:

Witness Signature

Name:

Level 3/25 Restwell St Bankstown NSW 2200

Donald Tjoe

~~Document No 470944-4~~
~~Reference No 60193602~~

REGISTERED



24/02/2021

**RESTRICTION ON
USE OF LAND BY
PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919

**AQ805466L**

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

2/1248396

(B) LODGED BY

| | | |
|-------------------------|---|-----------------------|
| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any
LTS Lockley
Locked Bag 5
GORDON NSW 2072 Tel: 02 9499 9805
Email: eplan@lockley.com.au
Reference: 50192 023 RPA | CODE

RV |
|-------------------------|---|-----------------------|

(C) REGISTERED PROPRIETOR

Of the above land

CHARLES ST PROJECTS PTY LTD (ACN 611 179 527)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction

| Nature of Interest | Number of Instrument | Name |
|--------------------|----------------------|-----------------------------|
| Mortgage | AM958766 | Westpac Banking Corporation |
| Mortgage | AM999979 | Westpac Banking Corporation |
| Mortgage | AM243974 | Westpac Banking Corporation |

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919

LIVERPOOL CITY COUNCIL

- (F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure 'A' hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 17/2/21

- (G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence. PURSUANT TO S.117 LOCAL GOVERNMENT ACT 1993.

Signature of witness: J. Kumar
Name of witness: JASON KUMAR
Address of witness: 33 MOORE ST, LIVERPOOL NSW

Signature of authorised officer: S. Monte
Name of authorised officer: STEPHEN MONTE
Position of authorised officer: SENIOR LAND DEVELOPMENT ENGINEER.

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: Charles St Projects Pty Ltd

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]
Name of authorised person: JOHN BOUNAHINE
Office held: DIRECTOR

Signature of authorised person: [Signature]
Name of authorised person: CHAO WANG
Office held: DIRECTOR

- (H) The mortgagee under mortgage No. AM958766 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee: SEE ANNEXURE 'B'

Annexure: 'A' to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Parties:

CHARLES ST PROJECTS PTY LTD and LIVERPOOL CITY COUNCIL

Dated: 17/2/21

1. TERMS OF RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Liverpool City Council will not supply green (garden) waste removal services to this property, nor any waste bins associated with the removal of garden waste.

Name of Authority having power to release, vary or modify terms of Restriction on the Use of Land by a Prescribed Authority:

Liverpool City Council

LIVERPOOL CITY COUNCIL by its authorised delegate pursuant to s.377 Local Government Act 1993

S. L. T. (Signature of delegate)

STEPHEN MONTE (Name of delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) J. Kumar

(Name of Witness) JASON KUMAR

(Address of Witness) 33 MOORE ST LIVERPOOL.

[Signature]
Charles St Projects Pty Limited
Registered Proprietor

Annexure: 'B' to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

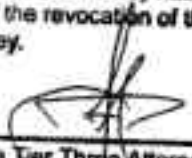
Parties:

CHARLES ST PROJECTS PTY LTD and LIVERPOOL CITY COUNCIL

Dated: 17/2/21

EXECUTED BY WESTPAC BANKING CORPORATION

SIGNED SEALED AND DELIVERED for and on behalf of
ST. GEORGE BANK - A DIVISION OF WESTPAC BANKING
CORPORATION ABN 33 007 457 141 by its attorney under power
of attorney dated 17 January 2001 registration book 4299 no 322.
By executing this instrument the attorney
States that the attorney has received no
notice of the revocation of the power
of attorney.

Signature  Teri Thre Attorney

Name: Teri Thre

Witness Signature

Name:  Donald J. J. J.
Level 3/25 Restwell St Bankstown NSW 2200

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979****Ref.:** 26-00382:196806**Cert. No.:** 480**Ppty:** 200005**Applicant:**INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001**Receipt No.:** 6787290**Receipt Amt.:** 74.00**Date:** 21-Jul-2026

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2021. The information has been extracted from Council's records, as they existed at the date listed on the certificate. 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,

The information in this certificate is applicable to the land described below.

Legal Description: LOT 16 SP 103554**Street Address:** 16/ 35 CHARLES STREET, LIVERPOOL NSW 2170

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:**LEP:** Local Environmental Plan**DCP:** Development Control Plan**SEPP:** State Environmental Planning Policy**EPI:** Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

- (1) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

DCPs:

Liverpool DCP 2008

- (2) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation or public exhibition under the Act).

Draft LEPs:

Draft new Liverpool Local Environmental Plan

Draft SEPPs*:

N/A

Draft DCPs:

N/A

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with

respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

R4 High Density Residential – Draft new Liverpool LEP

- (b)(i) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

- (b)(ii) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Co-living; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Serviced apartments; Shop top housing

- (b)(iii) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b)(i) or (b)(ii)

- (a) Name of zone, and the EPI from which the land zoning information is derived.

R4 High Density Residential - Liverpool LEP 2008

- (b)(i) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

- (b)(ii) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

- (b)(iii) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b)(i) or (b)(ii)

- (c) Additional permitted uses apply to the land:

Nil

- (d) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

- (e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No

- (f) Is the land in a conservation area (however described):

No

- (g) Is there an item of environmental heritage (however described) situated on the land:

No

3. Contribution Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Liverpool Contributions Plan 2018 - Liverpool City Centre

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

Greater Sydney Region - Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Not applicable

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which complying development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why complying development is prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

| Code | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|--|--|--|
| Housing Code, Rural Housing Code, Greenfield Housing Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Inland Code | All | |

| Code | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|---|--|--|
| Industrial and Business Buildings Code | All | |
| General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, and Demolition Code | All | |

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

5. Exempt development

The information below outlines whether exempt development is permitted on the land as per the provisions of clauses 1.16(1)(b1)–(d) or 1.16A SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which exempt development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why exempt development is prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

| Code | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|---|--|--|
| General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code | All | |

Note: Despite information in the table above, certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Nil

6. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

7. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

8. Road widening and road realignment

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

9. Flood related development controls

(1) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

(2) Is the land, or part of the land, between the flood planning area and the probable maximum flood (outside the flood planning area, but within the extent of the probable maximum flood), and subject to flood related development controls?

No, the land is outside the extent of the probable maximum flood and NOT subject to flood related development controls only if the land is also outside of flood planning area.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

Note:

Flooding certificate will be provided as an annexure to Section 10.7(5) certificate only if the land, or part of the land, is within the flood planning area.

Flood planning area has the same meaning as in the Floodplain Development Manual. It is generally the 1% annual exceedance probability plus a 0.5m freeboard or as outlined in relevant DCP.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

| Hazard/Risk | Adopted Policy | Is the land is subject to development controls under that policy? |
|--------------------------------------|---|---|
| Bushfire hazard | Liverpool DCP 2008 | No |
| | Liverpool Growth Centre Precincts DCP* | No |
| | Edmondson Park South DCP 2012 | No |
| | Western Sydney Aerotropolis DCP 2022 | No |
| | Planning for Bushfire Protection (Rural Fire Services, 2025)* | No |
| | Pleasure Point Bushfire Management Plan | No |
| Tidal inundation | Nil | No |
| Subsidence | Nil | No |
| Acid Sulphate Soils | Liverpool LEP 2008 | No |
| | Liverpool DCP 2008 | No |
| Potentially Contaminated Land | Liverpool DCP 2008 | Yes , see section 10 of Part 1 of the Liverpool DCP 2008. |
| | Liverpool Growth Centre Precincts DCP* | No |
| Potentially Saline Soils | Liverpool DCP 2008 | Yes |
| | Liverpool Growth Centre Precincts DCP* | No |
| | Western Sydney Aerotropolis DCP 2022 | No |

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls

relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 24 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

13. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

14. Paper subdivision information*

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

15. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

16. Biodiversity stewardship sites*

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

17. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

For information about what biodiversity certification means if your property is "Yes, certified" or "Yes, non-certified", please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>

18. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order.

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

20. Western Sydney Aerotropolis

As per the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

No

(b2) Affected by the Windshear Assessment Trigger Area?

No

(c) Affected by the Obstacle Limitation Surface Area?

No

(d) Affected by the Public Safety Area on the Public Safety Area Map?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

No

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

21. Development consent conditions for seniors housing*

Are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of State Environmental Planning Policy (Housing) 2021?

No

22. Site compatibility certificates and conditions for affordable rental housing*

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land?

No

(2) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021?

No

(3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

No

Note: former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services provided under the Water Industry Competition Act 2006*

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

No, this land is not subject to an alternative servicing arrangement under the WIC Act 2006

Note: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.

24. Special entertainment precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?

No

25. Interim development in future infrastructure corridors

Does State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land?

No

26. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

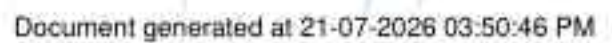
No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)-(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.



For further information, please contact
CALL CENTRE – 1300 36 2170

Jason Breton
Chief Executive Officer
Liverpool City Council



Asset Information

Legend

| Sewer | | Property Details | |
|---|--|---|--|
| Sewer Main (with flow arrow & size type text) | | Boundary Line | |
| Disused Main | | Easement Line | |
| Rising Main | | House Number | |
| Maintenance Hole (with upstream depth to invert) | | Lot Number | |
| Sub-surface chamber | | Proposed Land | |
| Maintenance Hole with Overflow chamber | | Sydney Water Heritage Site
(please call 132 002 and ask for the Heritage Unit) | |
| Ventshaft EDUCT | | | |
| Ventshaft INDUCT | | | |
| Property Connection Point
(with chainage to downstream MH) | | | |
| Concrete Encased Section | | | |
| Terminal Maintenance Shaft | | | |
| Maintenance Shaft | | | |
| Rodding Point | | | |
| Lamphole | | | |
| Vertical | | | |
| Pumping Station | | | |
| Sewer Rehabilitation | | | |
| Pressure Sewer | | Water | |
| Pressure Sewer Main | | WaterMain - Potable
(with size type text) | |
| Pump Unit
(Alarm, Electrical Cable, Pump Unit) | | Disconnected Main - Potable | |
| Property Valve Boundary Assembly | | Proposed Main - Potable | |
| Stop Valve | | Water Main - Recycled | |
| Reducer / Taper | | Special Supply Conditions - Potable | |
| Flushing Point | | Special Supply Conditions - Recycled | |
| Vacuum Sewer | | Restrained Joints - Potable | |
| Pressure Sewer Main | | Restrained Joints - Recycled | |
| Division Valve | | Hydrant | |
| Vacuum Chamber | | Maintenance Hole | |
| Clean Out Point | | Stop Valve | |
| Stormwater | | Stop Valve with By-pass | |
| Stormwater Pipe | | Stop Valve with Tapers | |
| Stormwater Channel | | Closed Stop Valve | |
| Stormwater Gully | | Air Valve | |
| Stormwater Maintenance Hole | | Valve | |
| | | Scour | |
| | | Reducer / Taper | |
| | | Vertical Bends | |
| | | Reservoir | |
| | | Recycled Water is shown as per
Potable above. Colour as indicated | |
| Private Mains | | Potable Water Main | |
| | | Recycled Water Main | |
| | | Sewer Main | |
| | | Symbols for Private Mains shown grey | |

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

| | | | |
|----------------|------------------------------------|----------------|---|
| ABS | Acrylonitrile Butadiene Styrene | AC | Asbestos Cement |
| BRICK | Brick | CI | Cast Iron |
| CICL | Cast Iron Cement Lined | CONC | Concrete |
| COPPER | Copper | DI | Ductile Iron |
| DICL | Ductile Iron Cement (mortar) Lined | DIPL | Ductile Iron Polymeric Lined |
| EW | Earthenware | FIBG | Fibreglass |
| FL BAR | Forged Locking Bar | GI | Galvanised Iron |
| GRP | Glass Reinforced Plastics | HDPE | High Density Polyethylene |
| MS | Mild Steel | MSCL | Mild Steel Cement Lined |
| PE | Polyethylene | PC | Polymer Concrete |
| PP | Polypropylene | PVC | Polyvinylchloride |
| PVC - M | Polyvinylchloride, Modified | PVC - O | Polyvinylchloride, Oriented |
| PVC - U | Polyvinylchloride, Unplasticised | RC | Reinforced Concrete |
| RC-PL | Reinforced Concrete Plastics Lined | S | Steel |
| SCL | Steel Cement (mortar) Lined | SCL IBL | Steel Cement Lined Internal Bitumen Lined |
| SGW | Salt Glazed Ware | SPL | Steel Polymeric Lined |
| SS | Stainless Steel | STONE | Stone |
| VC | Vitrified Clay | WI | Wrought Iron |
| WS | Woodstave | | |

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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