

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Rey Properties Shop 3/39 Memorial Avenue, Liverpool NSW 2170	phone: 02 8750 8609 email: info@reyproperties.com.au
co-agent		
vendor	Manasseh Michael OSHIRO Unit 808D, 5 Pope Street, Ryde NSW 2112	
vendor's solicitor	ARISTO LAWYERS PTY LTD Suite 3103, Level 31 264-278 George Street Sydney NSW 2000	phone: 02 8068 3225 email: anderson.wong@aristolawyers.com.au ref: 26102
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	UNIT 1205, 311 HUME HWY, LIVERPOOL NSW 2170 LOT 93 STRATA PLAN SP102343 Folio Identifier 93/SP102343	
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: Oven x1 and Microwave x1
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."

COOLING-OFF CERTIFICATE

PURSUANT TO SECTION 66W OF THE CONVEYANCING ACT, 1919

I, _____ (Solicitor/Licensed Conveyancer)
of _____

certify as follows:-

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

SCHEDULE

- Item 1 ("**Property**") : **Unit 1205, 311 Hume Highway, Liverpool NSW 2170
(Folio Identifier: 93/SP102343)**
- Item 2 ("**Vendor**") : **Manasseh Michael OSHIRO**
- Item 3 ("**Purchaser**") :

Date:

.....
Solicitor/Licensed Conveyancer

SIGNING PAGE

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

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

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location 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
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover	Other ☒ 61 Residential Tenancy Agreement dated 7 January 2026
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

Network Strata Services Pty Ltd. T/A Netstrata
 280 Railway Parade, Carlton NSW 2218
 hello@netstrata.com.au
 1300 638 787

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 <i>served</i> 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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

1205/311 HUME HWY, LIVERPOOL NSW 2170

SPECIAL CONDITIONS

Table of Contents

33	DEFINITIONS	3
	33.1 Definitions	3
34	INTERPRETATION	5
	34.1 Inconsistency	5
	34.2 References	6
	34.3 Incorporated Definitions	6
	34.4 Headings	7
	34.5 Construction	7
35	AMENDMENTS TO PRINTED CONDITIONS IN THIS CONTRACT	7
36	REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS	9
	36.1 Purchaser's Own Enquires	9
	36.2 No Reliance	9
	36.3 Purchaser's Acknowledgement	9
	36.4 No Claim	9
37	IMPROVEMENTS AND INCLUSIONS	10
	37.1 Purchaser's Inspection	10
	37.2 State of Repair	10
	37.3 No Claim or Objection	10
38	PURCHASER'S WARRANTIES	10
	38.1 Warranty as to Capacity	10
	38.2 Purchaser as Trustee	11
39	GUARANTEE AND INDEMNITY	12
	39.1 Purchaser's Warranty and Guarantee	12
	39.2 Vendor reliance on Warranty and Guarantee	13
	39.3 Non-Merger	13
40	VENDOR'S AGENT	13
	40.1 Purchaser's Warranty	13
	40.2 Indemnify the Vendor	13
	40.3 Non-Merger	13
41	FOREIGN ACQUISITIONS & TAKEOVERS ACT	13
	41.1 Purchaser's Warranty as to FIRB	13
	41.2 Purchaser's Indemnity	14
	41.3 Non-Merger	14
42	DEPOSIT PAYMENT	14
	42.1 Payment of Deposit	14
	42.2 Early Release of Deposit	14
	42.3 Investment of Deposit	14
	42.4 Deposit not to be Invested	14
	42.5 Where Deposit is Less Than 10%	15
	42.6 Depositholder not liable	15

Contents

43	DEATH, MENTAL ILLNESS, LIQUIDATION	15
44	CAVEAT OR MORTGAGE	16
45	SURVEY, STRATA BUILDING AND PEST REPORTS	16
	45.1 Vendor makes no representation or warranty	16
	45.2 No Claim or Objection	16
	45.3 Non-Merger	16
46	SEWER SERVICE DIAGRAM	16
	46.1 Application to Sydney Water	16
	46.2 Diagram	17
47	BUILDING CERTIFICATE	17
	47.1 No Building Certificate	17
	47.2 Vendor has no Obligation	17
	47.3 No Claim or Objection	17
48	ENCROACHMENT	17
49	LEASE	18
	49.1 Lease terms	18
	49.2 Vendor makes No Warranty	18
	49.3 Purchaser's Obligation	18
50	REQUISITIONS ON TITLE	19
51	SECTION 184 CERTIFICATE OR SECTION 26 CERTIFICATES	19
52	SECTION 22 NOTICES	19
53	ELECTRONIC SETTLEMENT (PEXA)	19
54	ERRORS IN ADJUSTMENTS	20
55	COMPLETION	20
	55.1 Interest for Late Completion	20
	55.2 Reasonable Cost for Re-Arrangement of Settlement.....	20
	55.3 Notice to Complete	20
56	PURCHASER'S OBLIGATIONS	21
57	ELECTRONIC FORM OF SIGNATURE	21
58	PAYMENT OF LAND TAX ON COMPLETION	21
59	CHRISTMAS BREAKS	22
	59.1 Christmas in Year 2026	22

33 DEFINITIONS

33.1 Definitions

The meanings of the terms used in this Contract are set out below.

Term	Meaning
Authority	the crown, a minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose, a local authority, a court and any officer or agent of any of the foregoing acting as such and includes Council.
Building	the building where the Property is located.
Building Certificate	a building certificate issued under sections 6.24 to 6.26 of the Environmental Planning Act.
Contract	this contract for sale of land.
Contract Date	the date shown in the Particulars of Sale being the date on which this Contract is made.
Controller	has the meaning given in the Corporation Act.
Conveyancing Act	the <i>Conveyancing Act 1919</i> .
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Council	the municipal council or local government for the locality in which the property is situated.
Deposit	ten (10%) of the Contract Price.
Depositholder	the Vendor's Agent or the Vendor's solicitor as directed.
Discharge	a registrable discharge, surrender or withdrawal of an Encumbrance.
Encumbrance	includes a mortgage, charge or caveat.

Term	Meaning
Environmental Planning Act	the <i>Environmental Planning and Assessment Act 1979</i> .
FIRB	the Foreign Investment Review Board.
FIRB Approval	a letter or statement to be issued by FIRB to the effect that there is no objection by the Australian government in terms of its foreign investment policy and under the Foreign Takeovers Act to the acquisition by the Purchaser of the Property, either without conditions or with conditions acceptable by the Purchaser and the Vendor (each acting reasonably).
Foreign Takeovers Act	the <i>Foreign Acquisitions & Takeovers Act 1975</i> (Cth) and any regulations made under the act.
GST	has the meaning given in the GST Act.
GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and includes related and imposition law.
Insolvent	in relation to a party means: (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); (b) it is in liquidation, in provisional liquidation, under administration or wound up, or has had a Controller appointed to any part of its property; (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party); (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within thirty (30) days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that party, which is preparatory to or could result in any of the paragraphs (a), (b) or (c) above;

Term	Meaning
	(e) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; (f) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the other party reasonably deduces it is so subject); (g) it is otherwise unable to pay its debts when they fall due; or (h) something having a substantially similar effect to paragraphs (a) to (g) happens in connection with that party under the law of any jurisdiction.
Purchaser Trust	Not Used.
Purchaser Trust Deed	the trust deed establishing and governing the Purchaser Trust.
Purchaser Trust Property	all the Purchaser's rights, property and undertaking which are the subject of the Purchaser Trust of whatever kind and wherever situated, and whether present or future.
Residential Tenancies Act	the <i>Residential Tenancies Act 2010</i> (NSW).
Real Property Act	the <i>Real Property Act 1900</i> (NSW).
Standard Form	the standard form contract for the sale and purchase of land 2022 edition.

34 INTERPRETATION

34.1 Inconsistency

The terms of the Standard Form to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Standard Form, then these additional conditions shall prevail.

34.2 References

Unless the context otherwise requires, a reference in this Contract to:

- (a) a word which denotes the singular includes the plural and vice versa;
- (b) a reference to this Contract includes any variation, and includes where the Agreement has been assigned, novated, or otherwise transferred, in accordance with this Contract;
- (c) a reference to any legislation will be deemed to extend to include a reference to that legislating as amend, re-enacted, consolidated, replaced or substituted from time to time;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a person includes any natural, a corporation, partnership, joint venture, association, authority, trust, state, government, and a body whether corporate or otherwise;
- (f) a reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable any other person or body in its place, must be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable;
- (g) a reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually;
- (h) a reference to this Contract includes the schedules;
- (i) any gender includes all other genders;
- (j) any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech; "absolute discretion" means absolute and unfettered discretion;
- (k) where a word or phrase is given a defined meaning in this deed, any other part of speech or other grammatical form in respect of such word or phrase will have a corresponding meaning;
- (l) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (m) if any time limit under this Contract falls on a non-Business Day then that time limit will be deemed to have expired on the next Business Day;
- (n) the headings and index in this Contract are inserted for convenience only and do not affect the interpretation of this Contract; and
- (o) if the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

34.3 Incorporated Definitions

A word or phrase (other than defined in clause 33) defined in Standard Form has the same meaning in these additional conditions.

34.4 Headings

The headings and index (including those in brackets at the beginning of paragraphs) in this Contract are inserted for convenience only and do not affect the interpretation of this Contract.

34.5 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

35 AMENDMENTS TO PRINTED CONDITIONS IN THIS CONTRACT

The following clauses of the Standard Form are amended as follows:

- (a) **Clause 5.2.1** delete the clause in entire;
- (b) **Clause 5.2.3** delete the clause in entire;
- (c) **Clause 7.1.1** replace the words '5%' with '\$5,000.00';
- (d) **Clause 7.1.3** replace the words '14 days' with '7 days';
- (e) **Clause 7.2.1** replace the words '10%' with '1%';
- (f) **Clause 8.1** delete the words 'on reasonable grounds';
- (g) **Clause 10.1** replace the clause in full with the following provision:
'The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of-';
- (h) **Clause 10.1.8** replace the word 'substance' with 'existence';
- (i) **Clause 10.1.9** replace the word 'substance' with 'existence';
- (j) **Clause 10.1.10** insert a new clause 10.1.10 with the following provision:
'any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise';
- (k) **Clause 11** delete the words 'if this contract is completed';
- (l) **Clause 12.2** delete the words '(if necessary in the name of the Vendor)';
- (m) **Clause 14.4** delete the first paragraph and replace it with the following sentence:
"The parties must adjust surcharge land tax (as defined in the Land Tax Act 1956) and any other land tax for the year current at the adjustment date –";

- (n) **Clause 14.4.2** delete the clause in entire;
- (o) **Clause 14.8** replace the word '*started*' with '*completed*';
- (p) **Clause 19.3** insert a new clause 19.3 with the following provision:
'Despite clause 19.2.3, the Purchaser only remedy for a breach of a warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 is the remedy prescribed by that regulation';
- (q) **Clause 20.4** insert the words '*or guarantor*' after the word '*party*';
- (r) **Clause 20.6.3** replace the clause in full with the following provision:
'served if it is served on the party's solicitor, even if the party has died or any of them has died (this clause 20.6.3 also applies to any document in action in connection with this Contract including, any writ of summons or other originating process)';
- (s) **Clause 20.6.5** replace the clause in full with the following provision:
'served if it is sent by fax or email to the party's solicitor, unless it is not received (a notice is taken to have been received by fax at the time shown in the transmission report that the whole fax was sent)'
- (t) **Clause 23.5.2** delete the words '*but is disclosed in this contract*';
- (u) **Clause 23.9.1** replace the words '*1%*' with '*5%*';
- (v) **Clause 23.9.2** delete the clause in entire;
- (w) **Clause 23.13** replace the word '*vendor*' with '*purchaser*';
- (x) **Clause 23.14** replace the word '*purchaser*' in the first sentence with '*vendor*', and insert the wordings '*if the vendor is required to order and serve the information certificate to the purchaser*' at the end of the clause;
- (y) **Clause 23.16** delete the clause in entire;
- (z) **Clause 24.1.2** replace the words '*Vendor's expenses*' with '*Purchaser's expenses*';
- (aa) **Clause 24.3** delete the clause in entire;
- (bb) **Clause 28** delete the clause in entire.
- (cc) **Clause 31.4** delete the clause in entire; and

(dd) **Clause 31.5** insert the words '*and the Purchaser must not withhold the remittance amount*' at the end of the clause.

36 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

36.1 Purchaser's Own Enquires

The Purchaser enters into this Contract entirely as a result of the Purchaser's own enquiries and the Purchaser warrants to the Vendor that it has not nor has anyone on the Vendor's behalf made any representation other than as set out in this Contract which has in any manner influenced the Purchaser to enter into this Contract.

36.2 No Reliance

The Purchaser agrees that the Purchaser:

- (a) does not rely on any statement, representation, warranty, arrangement condition, forecast or other conduct, whether oral or in writing, which may have been made by or on behalf of the Vendor as adding to or amending the terms conditions warranties and arrangements set out in this written Contract; and
- (b) would have entered into this Contract on the same terms and conditions irrespective of any such statement, representation, warranty, condition, forecast or other conduct.

36.3 Purchaser's Acknowledgement

The Purchaser acknowledges and agrees that it is purchasing the Property:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) subject to any non-compliance with the Local Government Act or any ordinance under that Local Government Act or in respect of any building on the land and/or the Building.

36.4 No Claim

The Purchaser is not entitled to make any claim, objection or requisition, delay completion, rescind or terminate of this Contract for any issue arising out of any of the matters covered by this clause 36.

37 IMPROVEMENTS AND INCLUSIONS

37.1 Purchaser's Inspection

The Purchaser acknowledges and agrees that:

- (a) the Purchaser has inspected the Property and the Building of which the Property forms part and the furnishings and chattels (if any) referred to on the front page of this Contract, and that it is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose; and
- (b) the Property and any furnishings or chattels referred to in this Contract are sold in its present conditions and state of repair subject to all defects (latent or patent) infestation and dilapidation and all damage wear and tear pending completion.

37.2 State of Repair

The Purchaser relies upon the Purchaser's own enquiry regarding the present state of repair of the Property or improvements to the Property.

37.3 No Claim or Objection

The Purchaser is not entitled to make any claim, objection or requisition, delay completion, rescind or terminate of this Contract in respect of the state of repair or condition (including patent or latent defects), a defect in or any lack of repair of the Property and/or improvements (or any part of the improvements), furnishings or chattels.

38 PURCHASER'S WARRANTIES

38.1 Warranty as to Capacity

The Purchaser represents and warrants to the Vendor that each of the following statements is correct and not misleading in any material respect on the Contract Date, and will be correct and not misleading as at the Completion, as if made on each of those dates:

- (a) the Purchaser:
 - (1) has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Contract;
 - (2) has properly executed this Contract;
 - (3) if it is a company, it is a company limited by shares incorporated, or taken to be incorporated, and existing under the Corporations Act; and
 - (4) if it is trustee of a trust, the trust deed for that trust allows the Purchaser to be indemnified from the assets of the trust;

- (b) all conditions and things required by law to be fulfilled or done in order to enable the Purchaser to lawfully enter into, exercise its rights and perform its obligations under this Contract, have been fulfilled or done;
- (c) this Contract:
 - (1) constitutes a valid and legally binding agreement of the Purchaser; and
 - (2) enforceable against the Purchaser in accordance with its terms, except to the extent limited by equitable principles and the law regarding creditors' rights generally;
- (d) the Purchaser's execution of, and its exercise of rights or performance of its obligations under this Contract, does not or will not:
 - (1) contravene any law by which the Purchaser is bound or to which any of the assets of the Purchaser are subject;
 - (2) contravene any approval, authorisation, consent or exemption required by any applicable statute or law;
 - (3) contravene any undertaking or instrument binding on it or any of its property;
 - (4) constitute a default under any agreement or undertaking by which the Purchaser is bound or material breach of any obligation (including any statutory, contractual or fiduciary obligation); and
 - (5) if it is a company, contravene any provisions of its constitution, cause a limitation on its powers or the powers of its directors to be exceeded;
- (e) no litigation has been commenced or threatened that might affect the Purchaser's ability to execute and perform any of its obligations under this Contract;
- (f) no voluntary arrangement has been proposed or reached with any creditors of the Purchaser; and
- (g) the Purchaser is not Insolvent.

38.2 Purchaser as Trustee

Where the Purchaser is entering into this Contract in its capacity as a trustee, the Purchaser, in its personal capacity, also represents and warrants to the Vendor that each of the following statements is correct and not misleading in any material respect on the Contract Date, and will be correct and not misleading as at the Completion, as if made on each of those dates:

- (a) the Purchaser Trust has been duly established;
- (b) the Purchaser:
 - (1) is the only trustee of the Purchaser Trust;
 - (2) has been validly appointed as trustee of the Purchaser Trust and no action has been taken or proposed to remove it as trustee of the Purchaser Trust;

- (3) has full legal capacity and power under the terms of the Purchaser Trust Deed to enter into, exercise its rights and perform its obligations under this Contract, including the power to purchase the Property; and
- (4) has in full force and effect the authorisations necessary for it to enter into this Contract, perform obligations under it and allow it to be enforced (including any authorisation required under the Purchaser Trust Deed and its constitution (if any)); and
- (5) is not in default under the terms of the Purchaser Trust Deed;
- (c) it has not exercised its powers under the Purchaser Trust Deed to release, abandon or restrict any power conferred on it by the Purchaser Trust Deed;
- (d) it and its directors and other officers have complied with their obligations in connection with the Purchaser Trust;
- (e) entry into this contract is a valid exercise of its powers under the Purchaser Trust Deed for the benefit of the beneficiaries;
- (f) it has a right to be fully indemnified out of the Purchaser Trust Property in respect of obligations incurred by it under this Contract;
- (g) the Purchaser Trust Property is sufficient to satisfy the Purchaser's right of indemnity and all other obligations in respect of which the Purchaser has a right to be indemnified out of the Purchaser Trust Property;
- (h) the Vendor's rights under this Contract rank in priority to the interests of the beneficiaries of the Purchaser Trust; and
- (i) no action has been taken or proposed to terminate the Purchaser Trust.

39 GUARANTEE AND INDEMNITY

This clause 39 only applies if the Purchaser enters into this Contract as a company.

39.1 Purchaser's Warranty and Guarantee

- (a) Each of the directors, the officers or persons who signs this Contract on behalf of the company for the Purchaser represents and warrants to the Vendor that:
 - (1) the company for the Purchaser has been duly incorporated; and
 - (2) they are legally authorised and have full power to sign this Contract on behalf of the Purchaser.
- (b) Each of the directors, the officers or persons who signs this Contract on behalf of the company for the Purchaser shall, both jointly and severally:
 - (1) guarantee the due performance of the Purchaser in relation to its obligations, including the payment of the Contract Price, pursuant to the terms of this Contract in every respect as if they had personally entered into the Contract themselves; and

- (2) indemnify the Vendor of all loss, damage, costs (including legal costs) and expenses which may be incurred by the Vendor in respect of any default of the Purchaser under this Contract.

39.2 Vendor reliance on Warranty and Guarantee

Each of the directors, the officers or persons who signs this Contract on behalf of the company for the Purchaser acknowledges that the Vendor entered into this Contract with the Purchaser upon the reliance on the representations, warranties and guarantees provided under clause 39.1.

39.3 Non-Merger

The provisions of this clause shall not merge upon completion or termination of this Contract.

40 VENDOR'S AGENT

40.1 Purchaser's Warranty

The Purchaser represents and warrants to the Vendor that the Purchaser was not introduced directly or indirectly to either the Vendor or the Property by any person or real estate agent other than the agent shown as the "Vendor's Agent" on the front page of this Contract.

40.2 Indemnify the Vendor

If any other person or real estate agent make a claim for commission against the Vendor in respect of this matter due to a breach of the Purchaser's warranty under clause 40.1, then the Purchaser shall indemnify the Vendor in respect of such claim or demand for commission or remuneration and in respect of all costs of and incidental to such claim or demand for commission incurred by the Vendor.

40.3 Non-Merger

This clause 40 survives and shall not merge on completion of this Contract.

41 FOREIGN ACQUISITIONS & TAKEOVERS ACT

41.1 Purchaser's Warranty as to FIRB

The Purchaser represents and warrants to the Vendor that each of the following statements is correct and not misleading in any material respect on the Contract Date, and will be correct and not misleading as at the Completion, as if made on each of those dates:

- (a) this Contract is not subject the Purchaser obtaining the FIRB Approval; and
- (b) either the Purchaser is:

- (1) an Australian resident and the acquisition of the Property is not subject to the Foreign Takeover Act; or
- (2) a non-resident of Australia and has already obtained the FIRB Approval for the acquisition of the Property.

41.2 Purchaser's Indemnity

In any event that there is any breach of the warranty under clause 41.1, the Purchaser indemnifies the Vendor from any loss, damage, fine, penalty or legal costs which may be incurred by the Vendor for the Purchaser's non-compliance to the Foreign Takeovers Act relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights.

41.3 Non-Merger

This clause 41 shall not merge on completion of this Contract.

42 DEPOSIT PAYMENT

42.1 Payment of Deposit

The Purchaser must pay the Deposit to the Depositholder on or before the Contract Date. Time is of the essence.

42.2 Early Release of Deposit

- (a) The Purchaser agrees to release to the Vendor the whole or part of the Deposit for use by the Vendor as a deposit or stamp duty on the purchase of another property.
- (b) The Vendor warrants that such Deposit will be paid only to the trust account of a real estate agent, solicitor or licensed conveyancer and shall not be further released without the written consent of the Purchaser.

42.3 Investment of Deposit

Further to Clause 2.9 of the Contract, the Vendor and the Purchaser acknowledge that each is aware of the provisions of the taxation laws relating to tax file numbers and in particular that if a tax file number or claim for exemption is not quoted to an investment body, it will deduct tax from the unattributed income. Unattributed income is income from an investment for which the investor has not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number.

42.4 Deposit not to be Invested

Notwithstanding Clause 42.3 of this Contract, the Vendor and Purchaser both agree that the Deposit paid under this Contract will not be invested, and the Parties hereby

mutually direct the Depositholder to place the Deposit into its trust account until Completion.

42.5 Where Deposit is Less Than 10%

- (a) In the event that the Purchaser pays less than ten percent (10%) of the Purchase Price as deposit, the Purchaser hereby accepts and acknowledges to the Vendor that the Deposit required to be paid pursuant to this Contract is the full ten percent (10%) of the Purchase Price.
- (b) In any event that the Purchaser commits a default under this Contract, the Purchaser hereby acknowledges and warrants to the Vendor that the Purchaser will on demand forthwith pay to the Vendor the total unpaid balance of the ten percent (10%) deposit pursuant to this Contract notwithstanding that this Contract is not completed.
- (c) The Purchaser further acknowledges and agrees that the Vendor has the legal rights and entitlement to recover the full ten percent (10%) deposit of the Purchase Price stipulated in the Contract pursuant to clause 9 of this Contract.
- (d) This clause 42.5 is an essential term of the Contract and shall not merge on Completion.

42.6 Depositholder not liable

The Vendor and the Purchaser release the Depositholder from all liability for any loss incurred in connection with the investment of the Deposit in accordance with this Contract.

43 DEATH, MENTAL ILLNESS, LIQUIDATION

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party hereto at law or in equity had this special condition not been included, it is agreed and declared that if the Purchaser:

- (a) being an individual or one of them (if there is more than one) is a natural person prior to completion dies or becomes mentally ill or a mentally disordered person in accordance with the relevant criteria set out in Chapter 3 of the *Mental Health Act 2007*, then the Vendor may at its discretion rescind this Contract by written notice to the Purchaser in which event the provisions of clause 19 shall apply;
- (b) being an individual or one of them (if there is more than one) is a natural person prior to completion is declared bankrupt or enters into any scheme with, or makes any assignment of his estate for the benefit of, his creditor, then in any of such events that the Purchaser shall be deemed to be in default and the Vendor may terminate this Contract by written notice to the Purchaser; and
- (c) is a company and prior to completion resolves to go into liquidation or have a summons for the winding up of the party presented (and not withdrawn within fourteen (14) days of presentation) or enters into any scheme or arrangement with its creditors under Part 5.1 of the Corporations Act or any similar legislation

or should any liquidator, receiver or official manager be appointed in respect of the party, then in any of such events that the Purchaser shall be deemed to be in default and Vendor may terminate this Contract by written notice to the Purchaser.

44 CAVEAT OR MORTGAGE

- (a) The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Encumbrance affecting the subject Property.
- (b) If at the date of completion of this Contract there is noted on any certificate of title in respect of the Property or any part thereof any Encumbrance, the Purchaser must accept a duly executed Discharge, together with the applicable registration fee, which will remove the Encumbrance.

45 SURVEY, STRATA BUILDING AND PEST REPORTS

45.1 Vendor makes no representation or warranty

If a survey report, strata report or building and pest inspection report for the Property is made available by the Vendor or the real estate agent for inspection or purchase, the Vendor does not warrant the accuracy or completeness of the report.

45.2 No Claim or Objection

The Purchaser is not entitled to make any claim, objection or requisition, delay completion, rescind or terminate of this Contract for any issue arising out a result of anything disclosed in the reports referred to in clause 45.1.

45.3 Non-Merger

This clause 45 shall not merge on completion of this Contract.

46 SEWER SERVICE DIAGRAM

46.1 Application to Sydney Water

The Vendor discloses and the Purchaser acknowledges that the Vendor has applied to Sydney Water to obtain:

- (a) Sewer Service Infrastructure Diagram; and
- (b) Sewer Service Diagram.

46.2 Diagram

- (a) The Purchaser:
 - (1) acknowledges and agrees that the Sewer Service Infrastructure Diagram and Sewer Service Diagram annexed to this Contract are the only available from Sydney Water at of the Contract Date; and
 - (2) undertakes to rely on its own enquiries in respect of the Sewer Service Infrastructure Diagram and Sewer Service Diagram.
- (b) The Purchaser shall not make any claims, objections, requisitions, or to delay completion, rescind or terminate this Contract in respect of the Sewer Service Infrastructure Diagram and Sewer Service Diagram as annexed herein.

47 BUILDING CERTIFICATE

47.1 No Building Certificate

The Vendor discloses and the Purchaser acknowledges that the Vendor does not have a Building Certificate.

47.2 Vendor has no Obligation

The Purchaser shall not be entitled to require the Vendor to obtain a Building Certificate or do anything necessary to obtain a Building Certificate, including but not limited to, complying with any conditions, orders, directions or work that may be imposed as a pre-condition for the issue of a Building Certificate.

47.3 No Claim or Objection

The Purchaser is not entitled to make any claim, objection or requisition, delay completion, rescind or terminate of this Contract if the Vendor does not have a Building Certificate or any issue arising out of any of the matters covered by this clause 47.

48 ENCROACHMENT

- (a) The Purchaser acknowledges and agrees that it has fully inspected the Property and is aware of any encroachment (or any alleged encroachment) by any building or structure onto the Property or by the improvements onto any adjoining land, or any other building or structure onto any adjoining land.
- (b) The Purchaser shall not be entitled to make any claim, requisition, objection, rescind, terminate, delay completion of this Contract, or require the Vendor to carry out any work in respect of any encroachment disclosed in this Contract.

49 LEASE

This clause 49 applies only if the Property is sold subject to existing tenancies in this Contract.

49.1 Lease terms

The Purchaser acknowledges that it has undertaken an inspection and due diligence of the lease(s) referred to or attached to this Contract, if any, and represents and warrants that it has satisfied itself in all respects and made its own investigations and enquiries as to all matters relating to the terms, nature, status and enforceability of each of the lease(s).

49.2 Vendor makes No Warranty

- (a) The Vendor does not warrant or represent any of the followings:
 - (1) the lease(s) will be in existence or will be in force as at the Completion;
 - (2) the lessee(s) will not be in default under the lease(s) as at the Completion;
 - (3) the lessee(s) will be in occupation of the Property as at the Completion; and
 - (4) the lessee(s) is able to comply with its obligations under the lease(s).
- (b) The Purchaser is not entitled to make any claim (including a claim under clause 6), requisition or objection, or rescind or terminate this Contract or delay completion in relation to any matter relating to the lease(s) referred to or attached to this Contract, including:
 - (1) by reason of any term of any of the lease(s);
 - (2) any matter referred to in clause 49.2(a) occurred on or before the Completion;
 - (3) in relation to the use of any premises the subject of the lease(s);
 - (4) in relation to any outstanding breach of any lease(s), Residential Tenancies Act, the Conveyancing Act or the Real Property Act; and
 - (5) if vacant possession of the Property or any part of the Property is given on Completion.

49.3 Purchaser's Obligation

- (a) On and from the Completion, the Purchaser must comply with the obligations of the lessor under the lease(s) including but not limited to complying with the obligations of the Vendor for any option to renew, and any covenants that do not touch and concern or run with the Property.
- (b) The Purchaser indemnifies the Vendor from and against any claim that may be made against the Vendor a result of any failure by the Purchaser, its predecessor or its assigns, to observe and comply with the covenants and

undertakings on the part of the lessor or licensor under the lease(s) after the Completion.

50 REQUISITIONS ON TITLE

The Purchaser acknowledges and agrees that the only form of general strata title requisitions on title that the Purchaser shall be entitled to raise pursuant to clause 5 of this Contract shall be in the form of Requisitions on Title referred and attached to this Contract, and the Vendor shall be deemed to have responded to such requisitions in the form of answers set out in the Replies to Requisitions on Title.

51 SECTION 184 CERTIFICATE OR SECTION 26 CERTIFICATES

- (a) The Purchaser is responsible for applying to the holder of the Strata or Community Title for the certificate under Section 184 of the *Strata Schemes Management Act 2015* or Section 26 of the *Community Land Management Act 1989* at its own cost.
- (b) The Vendor agrees and authorizes the Purchaser to apply for the certificate under Section 184 of the *Strata Schemes Management Act 2015* or Section 26 of the *Community Land Management Act 1989*. The Purchaser shall not be entitled to make any requisition, objection or to delay the Completion should the Purchaser fail to apply for or obtain the certificate.

52 SECTION 22 NOTICES

- (a) The Purchaser must serve two (2) copies of the notice under Section 22 of the *Strata Schemes Management Act 2015* on the Vendor at least seven (7) days before the date of Completion.
- (b) The Vendor shall sign and return both copies of the notices to the Purchaser on Completion, and the Purchaser is solely responsible to serve the executed notice to the owners corporation and/or appointed strata company of the strata immediately after Completion.

53 ELECTRONIC SETTLEMENT (PEXA)

Notwithstanding Clause 30 of the Contract, if the Purchaser is unable or unwilling to conduct this conveyancing transaction as electronic transaction, the Purchaser shall pay on completion to the Vendor the sum of \$550.00 (inclusive of GST) to cover the additional expenses incurred by the Vendor for completing the Contract outside the scope of electronic settlement. The parties agree that this amount is a genuine pre-estimate of the Vendor's additional costs or other expenses incurred by the Vendor in respect of the completing the Contract outside the scope of electronic settlement.

54 ERRORS IN ADJUSTMENTS

Each party agrees that if on the Completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, then a party will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion of this Contract.

55 COMPLETION

55.1 Interest for Late Completion

- (a) If the Purchaser does not complete this purchase on or before the date specified by this Contract, other than as a result of any default by the Vendor, the Purchaser shall pay interest on the balance of the purchase price and on any other money payable by the Purchaser under this Contract at the interest rate of ten percent (10%) per annum calculated daily for the period from and including the completion date specified by this Contract until the date of completion actually takes place.
- (b) The Vendor is not obliged, and the Purchaser may not require the Vendor, to complete this Contract unless the payable interest under this clause 55.1(a) is paid to the Vendor on or prior to completion.

55.2 Reasonable Cost for Re-Arrangement of Settlement

- (a) If the completion is delayed due to the fault of the Purchaser after appropriate arrangements have been made, the Purchaser must pay to the Vendor an additional amount of \$330.00 (inclusive of GST) on each occasion where completion is re-scheduled. The Parties agree that this amount is a genuine pre-estimate of the Vendor's additional legal costs or other expenses incurred by the Vendor in respect of re-arranging completion.
- (b) The Vendor is not obliged, and the Purchaser may not require the Vendor, to complete this Contract unless the amount payable under this clause 55.2(a), is paid to the Vendor on or prior to completion.

55.3 Notice to Complete

- (a) In the event that settlement does not take place by the date of completion specified in this Contract then either party shall be entitled to serve upon the other a Notice to Complete requiring completion no earlier than a period of fourteen (14) days from the date of service of such notice and in respect of that time shall be of the essence. However, a party cannot serve a Notice to Complete if at the time the notice was served that party was not ready, willing, and able to complete the Contract. The Parties agree that the said period of fourteen (14) days is both reasonable and proper.

- (b) If the Vendor issues a Notice to Complete in accordance to clause 55.3(a) of the Contract, the Purchaser must pay to the Vendor on completion an additional sum of \$440.00 (inclusive of GST) by way of liquidated damages. The Parties agree that the said amount is a genuine pre-estimate of the Vendor's additional legal costs in respect of preparing and issuing the notice. The Vendor is not obliged, and the Purchaser may not require the Vendor, to complete this Contract unless the amount payable under this clause 55.3(b) is paid to the Vendor on or prior to completion.
- (c) The Vendor shall not be obliged to remove any charge upon the property in respect of any rate, tax or outgoing prior to the completion of this Contract, and the Vendor may serve a Notice to Complete upon the Purchaser notwithstanding that at the time when such Notice is issued or any time thereafter prior to the actual completion there is a charge upon the property in respect of any rate, tax or outgoing.
- (d) For the avoidance of doubt, the Vendor shall not be deemed to be unable, not ready, or unwilling to complete this Contract by reason of the existence of any charge upon the property in respect of any rate, tax (including land tax), or other outgoing.

56 PURCHASER'S OBLIGATIONS

In the event that the Purchaser changes solicitor without notifying the Vendor in writing of such change, then the solicitor lastly acting for the Purchaser shall be deemed to remain and be the solicitor for the Purchaser for the purpose of this Contract until notice in writing signed by the Purchaser of such change is received by the Vendor.

57 ELECTRONIC FORM OF SIGNATURE

The Vendor and the Purchaser acknowledge and agree that exchange of this Contract may occur using the signatures by either party which are facsimile, photocopy or any other form of electronic signature. The parties agree that they will provide the original signed documents to the other party and/or its legal representative within fourteen (14) days from the Contract Date. The parties cannot make any requisition, objection, claim for compensation, or delay completion due to the manner of execution of this Contract as at the Contract Date.

58 PAYMENT OF LAND TAX ON COMPLETION

The Vendor may elect to pay any outstanding land tax on completion. The Purchaser agrees and acknowledges that clause 16.6 shall be deemed to have been complied should the Vendor includes a payment to the Revenue NSW in the payment destination on PEXA for the amount of outstanding land tax payable in order to obtain a land tax clearance certificate. The Purchaser shall make no objection, requisition

or delay the settlement or withhold any amount in relation to the land tax. This special condition does not merge on completion.

The purchaser must provide a Settlement Letter issued by Revenue NSW prior to settlement.

59 CHRISTMAS BREAKS

59.1 Christmas in Year 2026

Despite any other provision, if the completion date of this Contract is due:

- (a) after 05.00 pm on 23 December 2026; and
- (b) before 09.00 am on 11 January 2027,

then both parties agree that the completion date will become due on 13 January 2027, and no party will be in default of the Contract should they not be ready, willing and able to complete the contract between the period of 24 December 2026 and 12 January 2027 (inclusive).

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 93/SP102343

SEARCH DATE	TIME	EDITION NO	DATE
3/7/2026	12:38 PM	3	25/11/2022

LAND

LOT 93 IN STRATA PLAN 102343
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

MANASSEH MICHAEL OSHIRO (T AS664363)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102343
- 2 AS664364 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP102343

SEARCH DATE	TIME	EDITION NO	DATE
3/7/2026	12:38 PM	5	11/6/2026

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102343
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP102343

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102343
ADDRESS FOR SERVICE OF DOCUMENTS:
PO BOX 265
HURSTVILLE BC
NSW 1481

SECOND SCHEDULE (38 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1269091
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP102343
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 5 DP1269093 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1269093 EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1269093 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1269093 RIGHT OF ACCESS 9.485 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AS544967 POSITIVE COVENANT
- 10 AS544968 POSITIVE COVENANT
- 11 AS544969 POSITIVE COVENANT

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

-
- 12 AS544970 RESTRICTION(S) ON THE USE OF LAND
 - 13 AS544971 RESTRICTION(S) ON THE USE OF LAND
 - 14 AS544972 RESTRICTION(S) ON THE USE OF LAND
 - 15 DP1269091 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
 - 16 DP1269091 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
 - 17 DP1269091 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
 - 18 DP1269091 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
 - 19 DP1269091 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
 - 20 DP1269091 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND
ABOVE DESCRIBED
 - 21 DP1269091 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
 - 22 DP1269091 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED
 - 23 DP1269091 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE
WHOLE OF THE LAND ABOVE DESCRIBED
 - 24 DP1269091 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO
THE LAND ABOVE DESCRIBED
 - 25 DP1269091 EASEMENT FOR DRAINAGE AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
 - 26 DP1269091 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE
DESCRIBED
 - 27 DP1269091 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
 - 28 DP1269091 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
 - 29 DP1269091 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
 - 30 DP1269091 EASEMENT TO ACCESS GARBAGE ROOM VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
 - 31 DP1269091 EASEMENT FOR ACCESS GARBAGE COLLECTION VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
 - 32 DP1269091 EASEMENT TO ACCESS GREASE ARRESTOR ROOM VARIABLE
WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
 - 33 DP1269091 EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP102343

PAGE 3

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM

34 DP1269091 RESTRICTION(S) ON THE USE OF LAND

35 DP1269091 POSITIVE COVENANT

36 SP102343 EASEMENT FOR SIGNAGE 1.7 METRE(S) WIDE (LIMITED IN
STRATUM)AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM

37 AT159739 INITIAL PERIOD EXPIRED

38 AW195479 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 102343

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 404	2	- 345	3	- 350	4	- 264
5	- 264	6	- 405	7	- 347	8	- 352
9	- 307	10	- 307	11	- 305	12	- 305
13	- 305	14	- 304	15	- 307	16	- 307
17	- 309	18	- 309	19	- 307	20	- 307
21	- 307	22	- 306	23	- 309	24	- 309
25	- 311	26	- 311	27	- 309	28	- 309
29	- 309	30	- 310	31	- 311	32	- 311
33	- 312	34	- 312	35	- 311	36	- 311
37	- 311	38	- 312	39	- 312	40	- 312
41	- 314	42	- 314	43	- 312	44	- 314
45	- 312	46	- 314	47	- 314	48	- 314
49	- 316	50	- 316	51	- 314	52	- 315
53	- 314	54	- 315	55	- 316	56	- 316
57	- 317	58	- 317	59	- 316	60	- 316
61	- 316	62	- 317	63	- 317	64	- 317
65	- 318	66	- 318	67	- 317	68	- 317
69	- 317	70	- 318	71	- 318	72	- 318
73	- 319	74	- 319	75	- 318	76	- 318
77	- 318	78	- 319	79	- 319	80	- 319
81	- 321	82	- 321	83	- 319	84	- 319
85	- 319	86	- 321	87	- 321	88	- 321
89	- 322	90	- 322	91	- 321	92	- 321
93	- 321	94	- 322	95	- 322	96	- 322
97	- 323	98	- 323	99	- 322	100	- 322
101	- 322	102	- 323	103	- 323	104	- 323
105	- 324	106	- 324	107	- 323	108	- 323
109	- 323	110	- 324	111	- 324	112	- 324
113	- 334	114	- 325	115	- 324	116	- 324
117	- 324	118	- 325	119	- 325	120	- 325
121	- 327	122	- 327	123	- 325	124	- 325
125	- 325	126	- 327	127	- 327	128	- 327

END OF PAGE 3 - CONTINUED OVER

26102...

PRINTED ON 3/7/2026

FOLIO: CP/SP102343

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 102343

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
129	- 341	130	- 332	131	- 331	132	- 331
133	- 331	134	- 330	135	- 332	136	- 332
137	- 342	138	- 334	139	- 332	140	- 332
141	- 332	142	- 331	143	- 334	144	- 334
145	- 343	146	- 270	147	- 398	148	- 333
149	- 334	150	- 332	151	- 335	152	- 335
153	- 344	154	- 271	155	- 399	156	- 334
157	- 335	158	- 334	159	- 336	160	- 336
161	- 345	162	- 273	163	- 400	164	- 335
165	- 336	166	- 335	167	- 337	168	- 337
169	- 347	170	- 274	171	- 401	172	- 337
173	- 337	174	- 336	175	- 338	176	- 338
177	- 348	178	- 275	179	- 402	180	- 338
181	- 338	182	- 337	183	- 339	184	- 339
185	- 349	186	- 276	187	- 403	188	- 339
189	- 339	190	- 338	191	- 341	192	- 341
193	- 350	194	- 277	195	- 405	196	- 340
197	- 341	198	- 339	199	- 342	200	- 342
201	- 351	202	- 278	203	- 406	204	- 341
205	- 342	206	- 341	207	- 343	208	- 343
209	- 361	210	- 345	211	- 344	212	- 342
213	- 343	214	- 342	215	- 344	216	- 344
217	- 354	218	- 281	219	- 407	220	- 344
221	- 344	222	- 343	223	- 345	224	- 345
225	- 355	226	- 282	227	- 409	228	- 345
229	- 345	230	- 344	231	- 347	232	- 347
233	- 356	234	- 283	235	- 411	236	- 346
237	- 347	238	- 345	239	- 348	240	- 348
241	- 358	242	- 285	243	- 413	244	- 348
245	- 348	246	- 348	247	- 350	248	- 350
249	- 403	250	- 401	251	- 263	252	- 311
253	- 405	254	- 402	255	- 264	256	- 312
257	- 397	258	- 403	259	- 265	260	- 314
261	- 407	262	- 405	263	- 267	264	- 315
265	- 408	266	- 406	267	- 268	268	- 316
269	- 409	270	- 407	271	- 269	272	- 317
273	- 411	274	- 408	275	- 270	276	- 318
277	- 254	278	- 254	279	- 398	280	- 311
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285	- 338	286	- 343	287	- 257	288	- 257
289	- 401	290	- 339	291	- 345	292	- 259
293	- 259	294	- 402	295	- 341	296	- 347
297	- 261	298	- 261	299	- 403	300	- 343
301	- 348	302	- 263	303	- 263	304	- 58

END OF PAGE 4 - CONTINUED OVER

26102...

PRINTED ON 3/7/2026

FOLIO: CP/SP102343

PAGE 5

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26102...

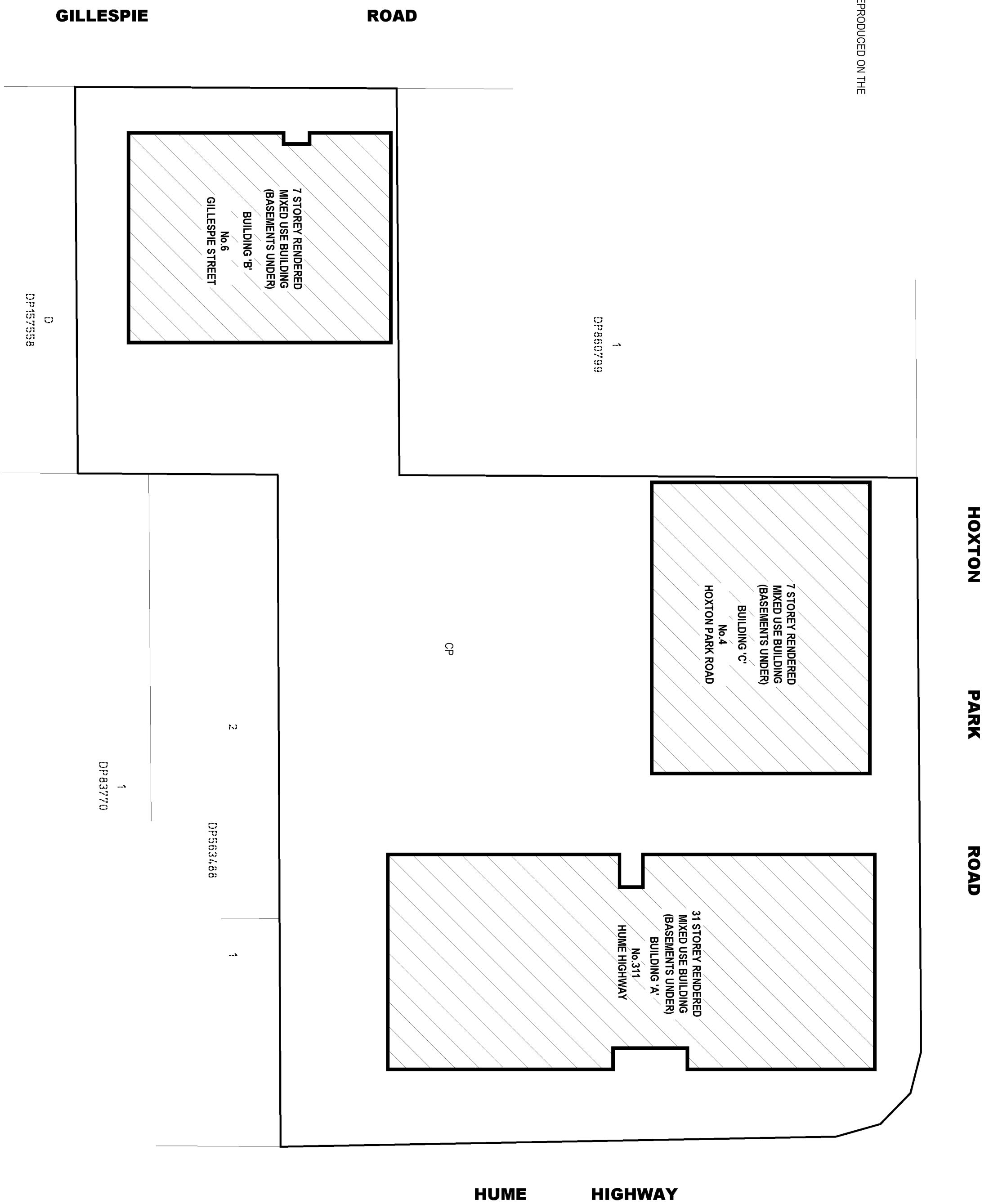
PRINTED ON 3/7/2026

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

EASEMENTS AFFECTING THE WHOLE OF THE LAND (DP1269091):

- EASEMENT FOR SUPPORT AND SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FUTURE SERVICES
- EASEMENT FOR EMERGENCY EGRESS
- EASEMENT TO ACCESS SHARED FACILITIES
- EASEMENT FOR DRAINAGE

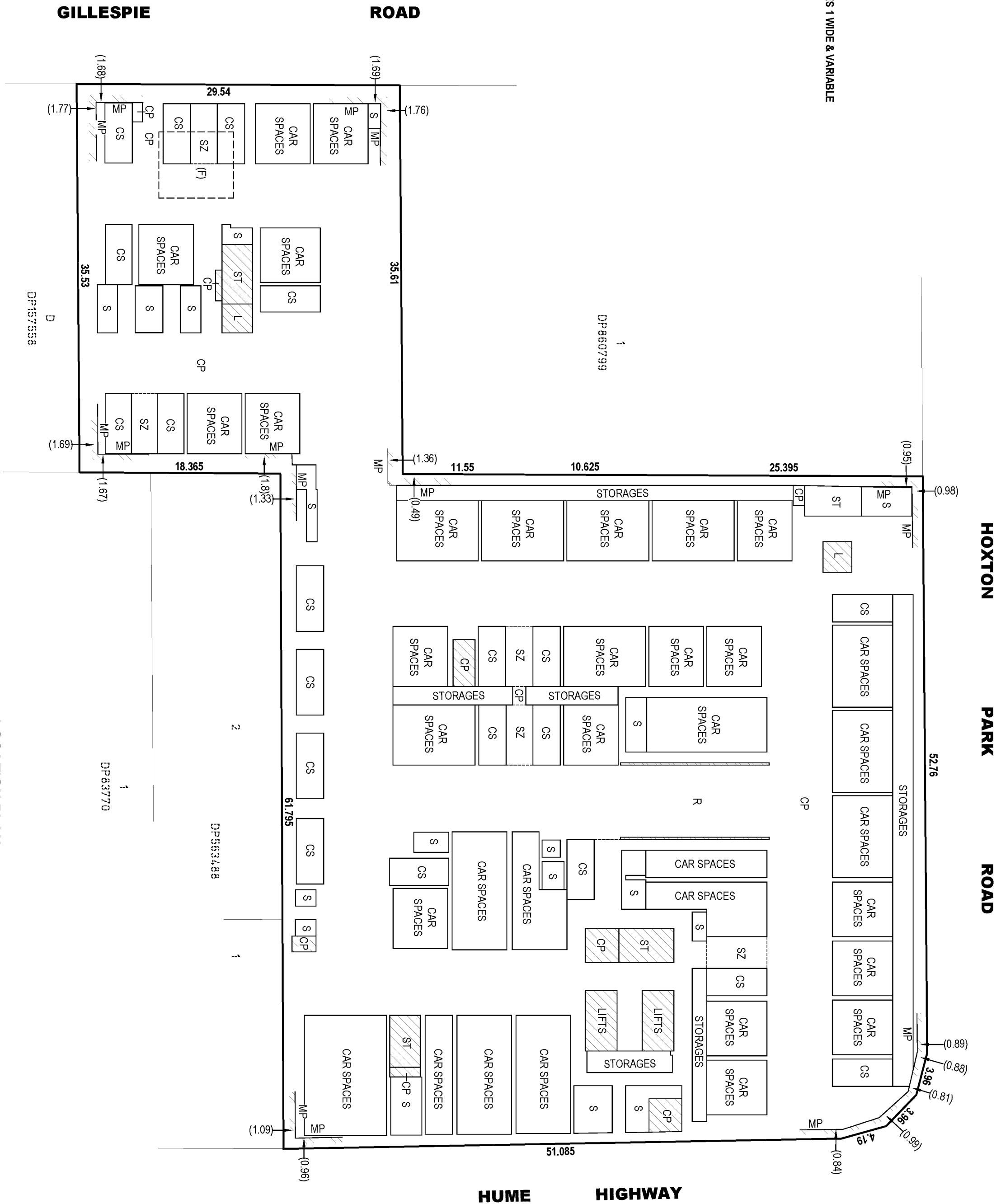
NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT REPRODUCED ON THE REMAINING SHEETS



SITE PLAN

Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio 1:300 Lengths are in metres.	REGISTERED 18/1/2022	SP102343
			CP	COMMON PROPERTY

EXISTING EASEMENTS
(F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE
(LIMITED IN STRATUM) (DP1269093)



CP	COMMON PROPERTY
CS	CAR SPACE
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
MP	METAL PANNELLING

LOCATION PLAN
BASEMENT 3 AND BELOW

Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

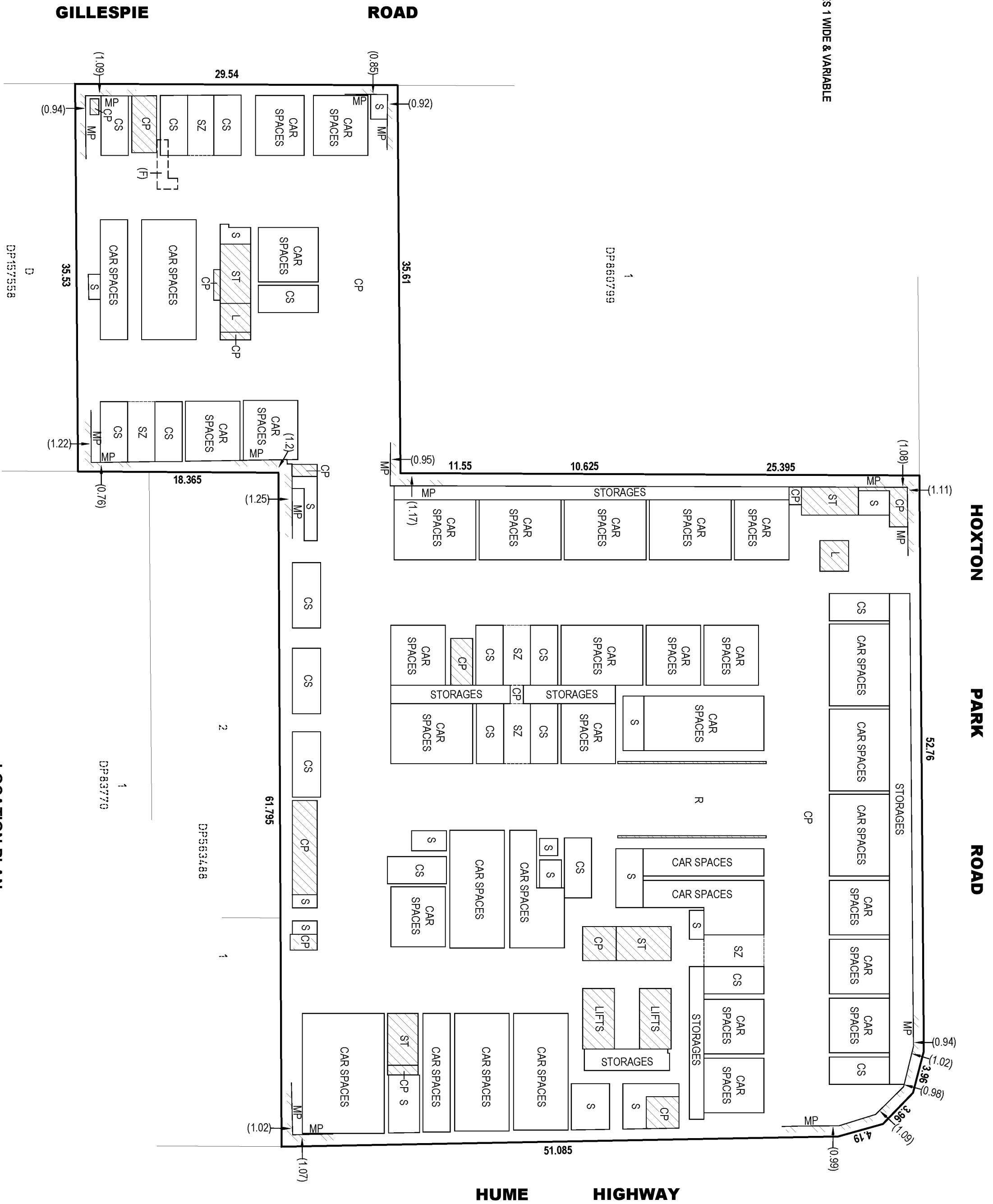
PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED
18/11/2022

SP102343

EXISTING EASEMENTS
(F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE
(LIMITED IN STRATUM) (DP1269093)



CP	COMMON PROPERTY
CS	CAR SPACE
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
MP	METAL PANNELLING

LOCATION PLAN
BASEMENT 2

PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

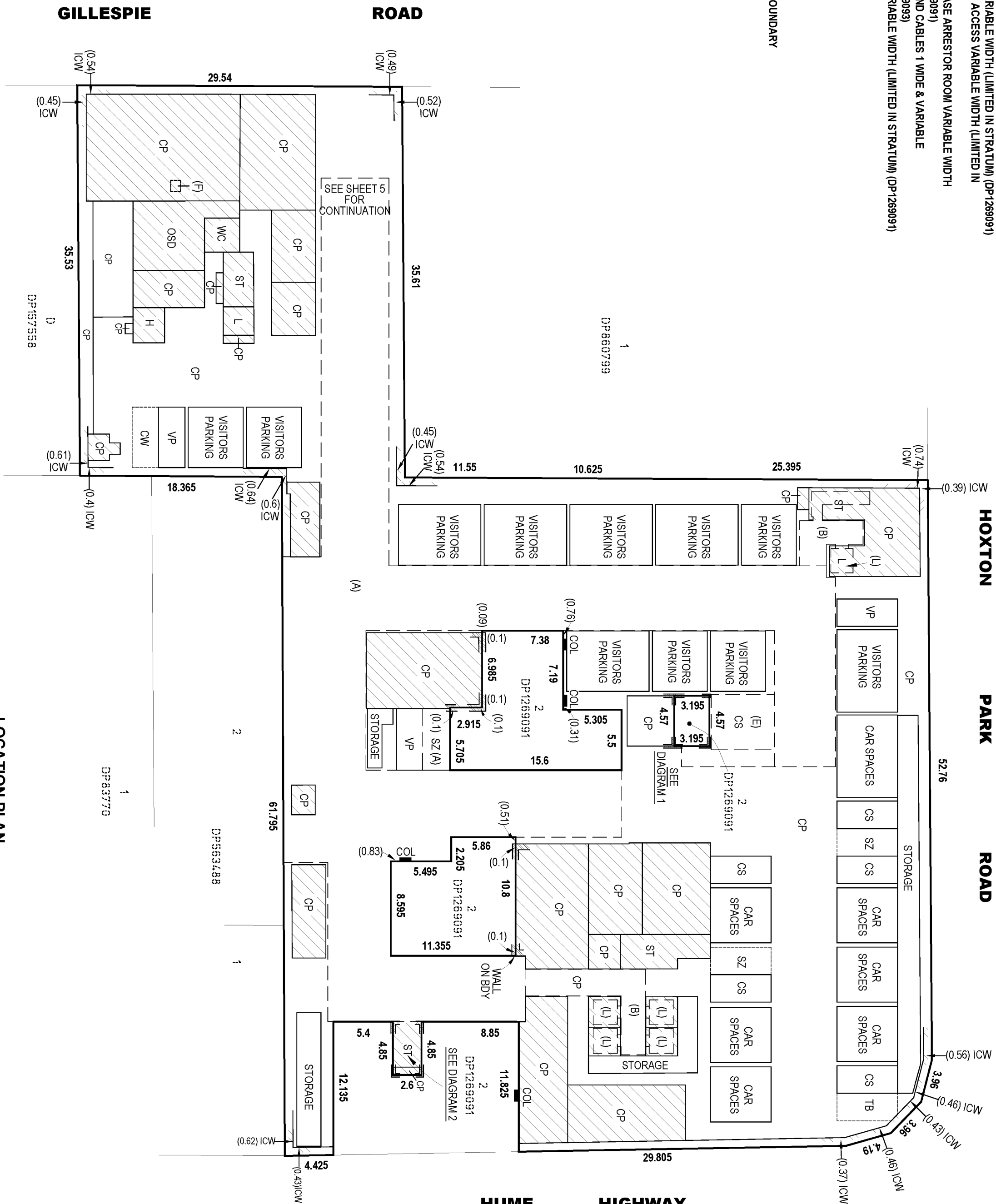
L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED
18/11/2022

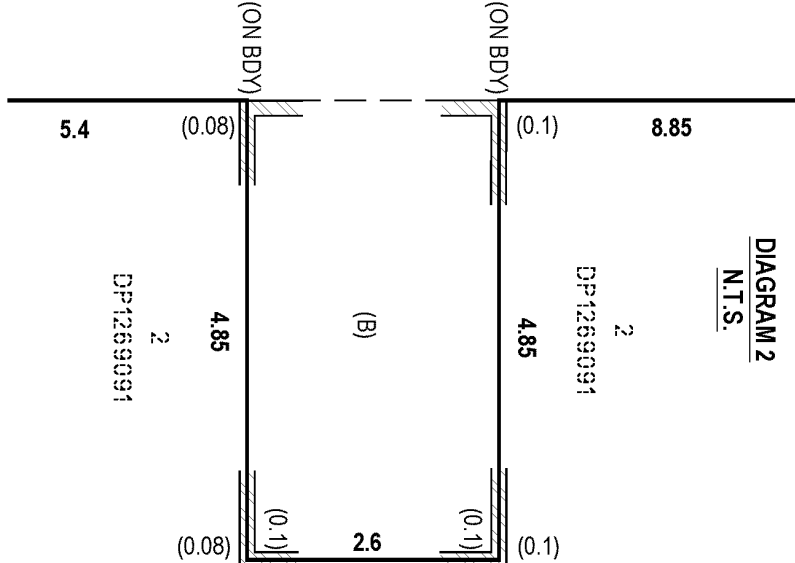
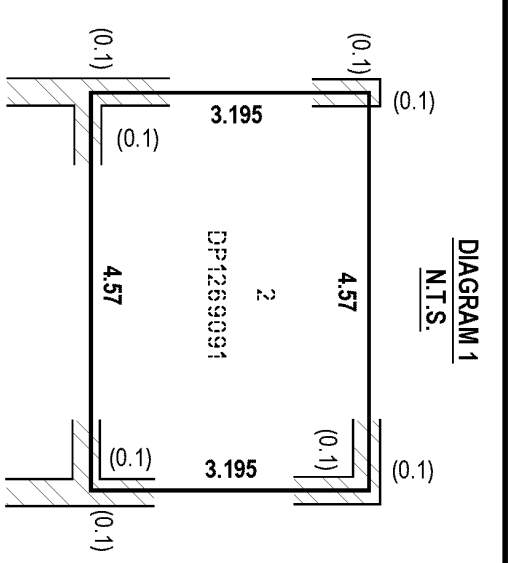
SP102343

- EXISTING EASEMENTS:
- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1269091)
 - (B) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1269091)
 - (E) EASEMENT TO ACCESS GREASE ARRESTOR ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (DP1269091)
 - (F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (LIMITED IN STRATUM) (DP1269093)
 - (L) EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN STRATUM) (DP1269091)

— DENOTES COLUMN ON BOUNDARY



CP	COMMON PROPERTY
CS	CAR SPACE
CW	CAR WASH BAY (CP)
H	HOIST (CP)
L	LIFT (CP)
OSD	ON SITE DETENTION (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
TB	TURNING BAY (CP)
VP	VISITOR PARKING (CP)
WC	WATER CLOSET (CP)
ICW	INTERNAL FACE IRREGULAR CONC WALL



LOCATION PLAN
BASEMENT 1

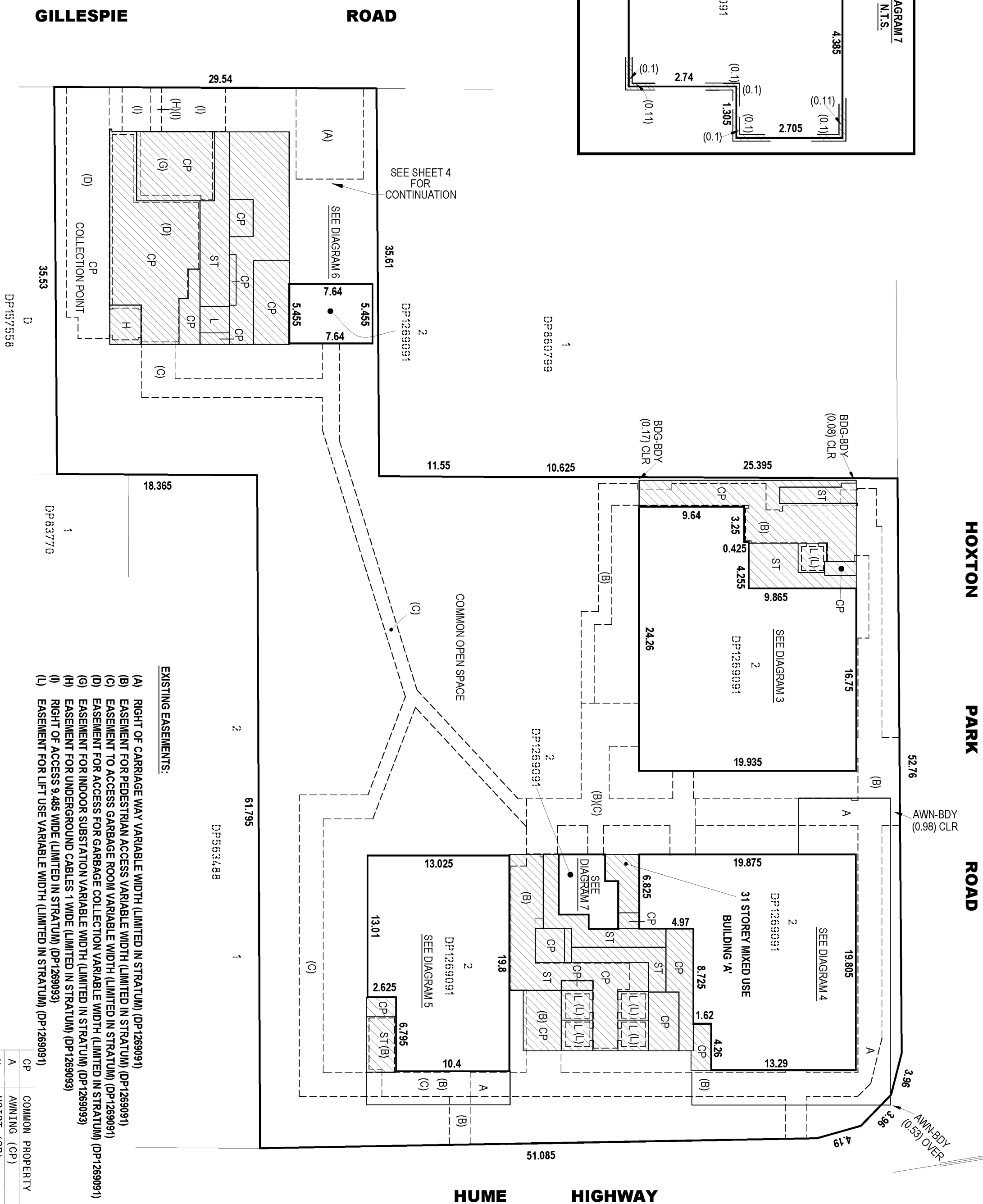
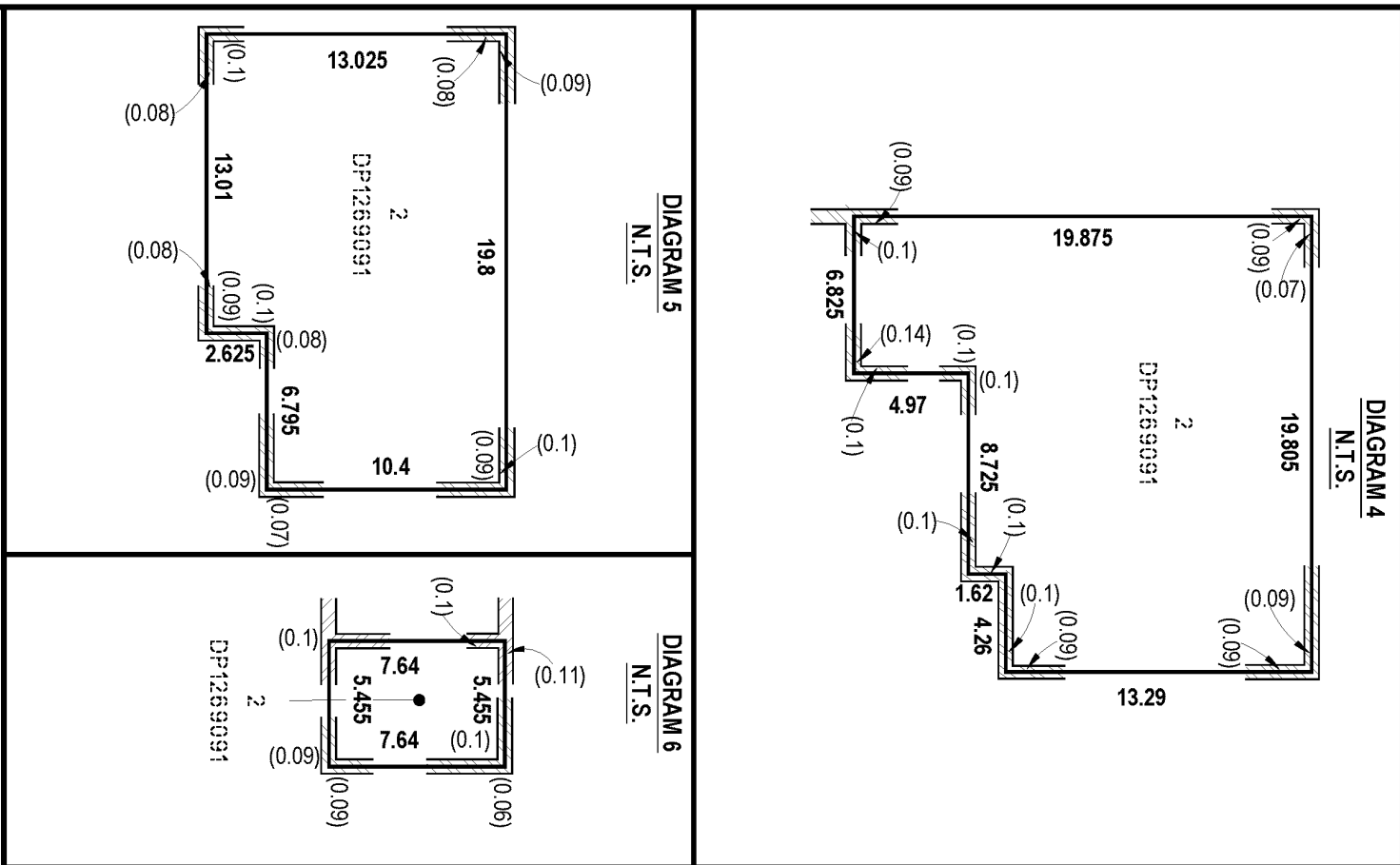
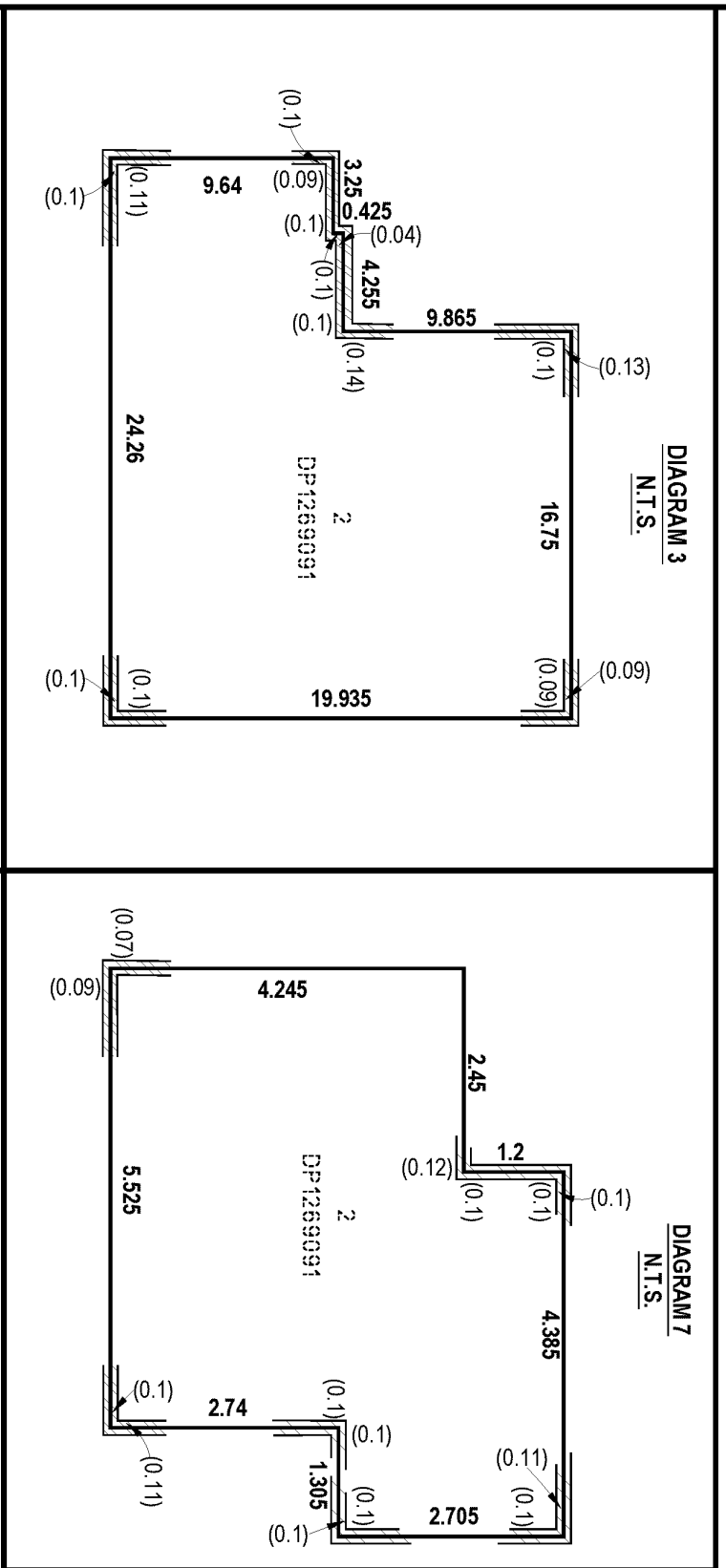
Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED
18/11/2022

SP102343



NOTE:
THERE IS NO FLOOR PLAN PROVIDED FOR THE GROUND FLOOR OF BUILDINGS 'B' & 'C' AS THEY CONSISTS OF COMMON PROPERTY ONLY

Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 82955

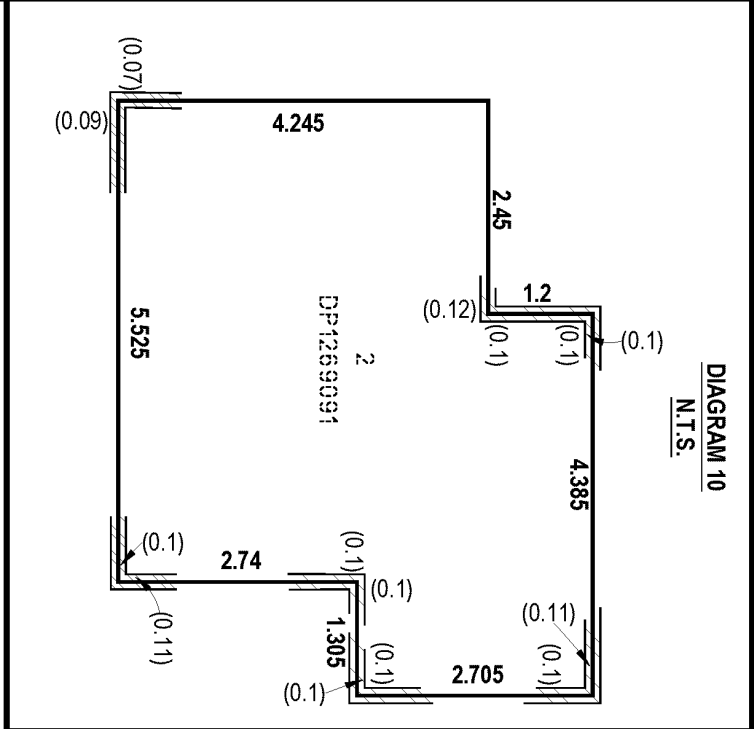
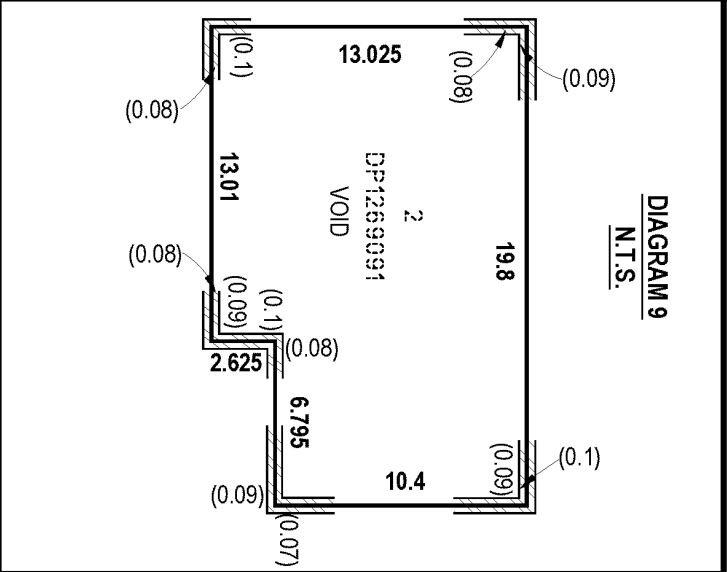
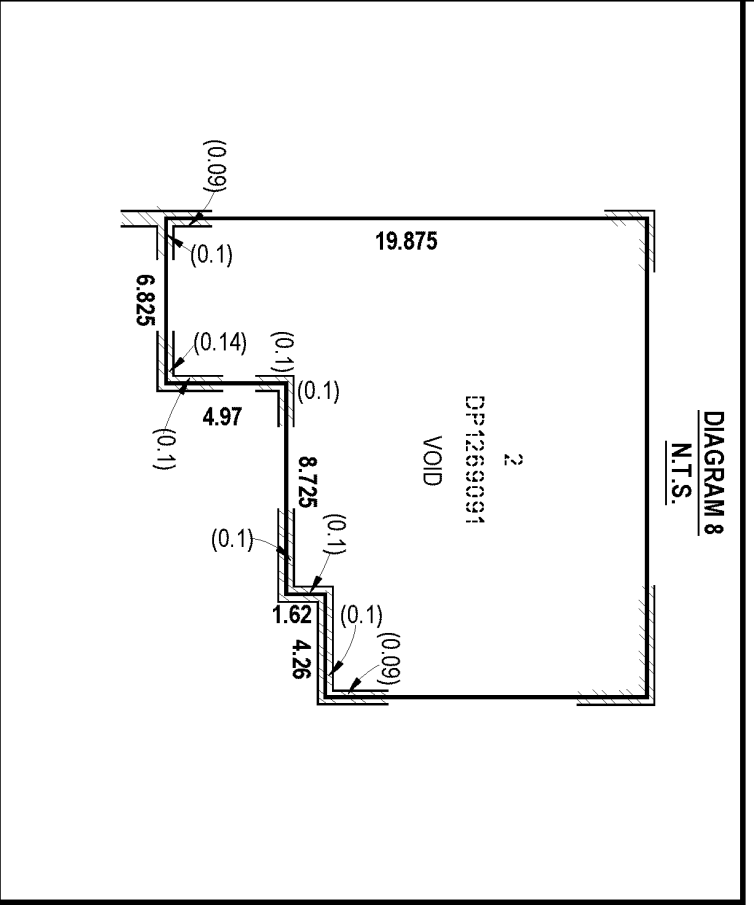
PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.

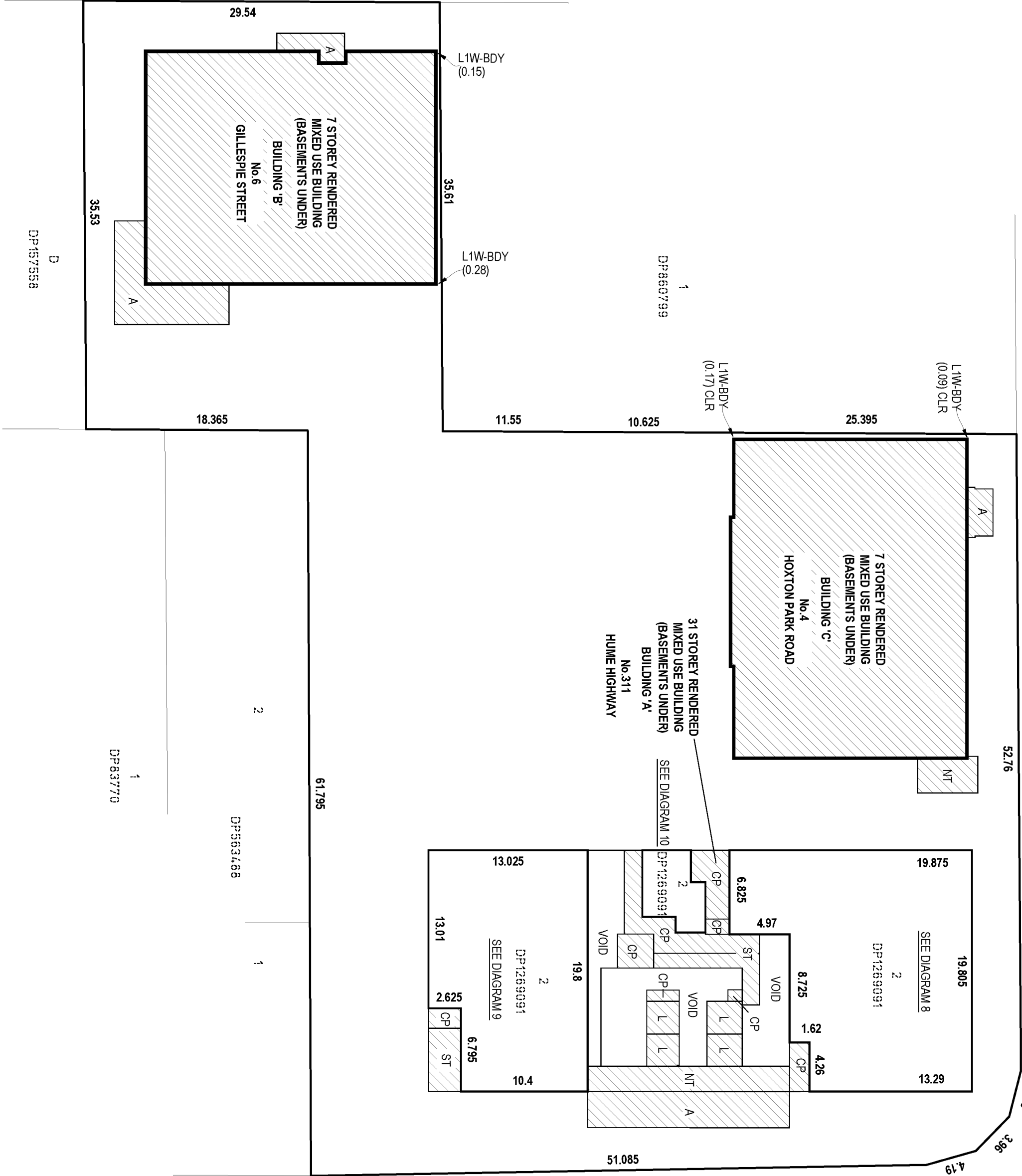
REGISTERED

18/11/2022

SP102343



GILLESPIE ROAD



HOXTON PARK ROAD

HUME HIGHWAY

LOCATION PLAN
LEVEL 1

CP	COMMON PROPERTY
A	AWNING (CP)
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)
L1W	LEVEL 1 RENDERED WALL
BDY	BOUNDARY

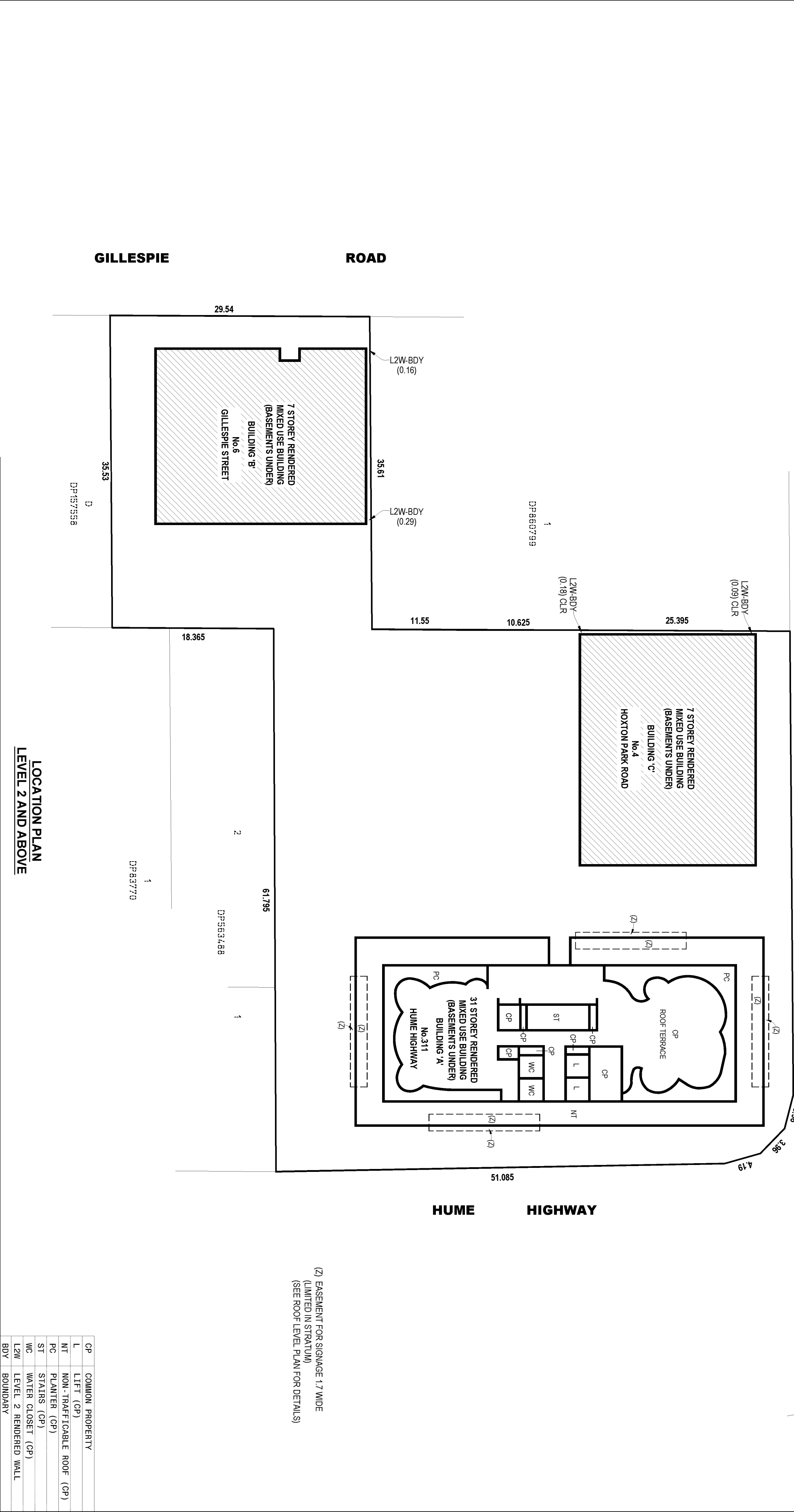
Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.


REGISTERED
18/11/2022

SP102343



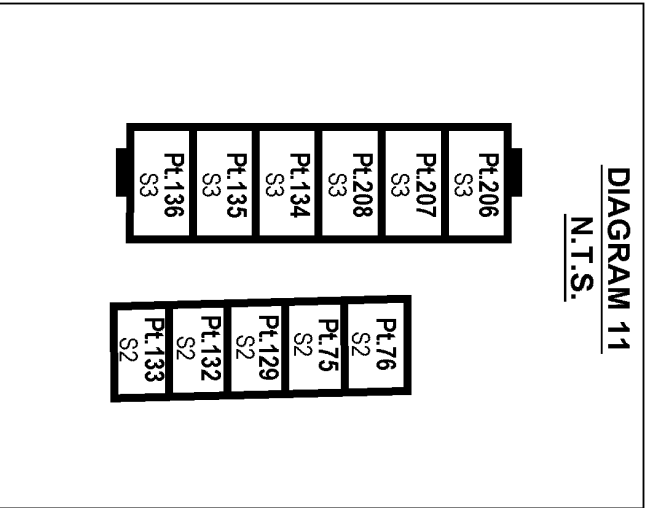
Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.

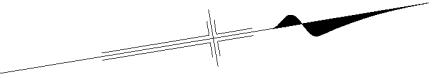
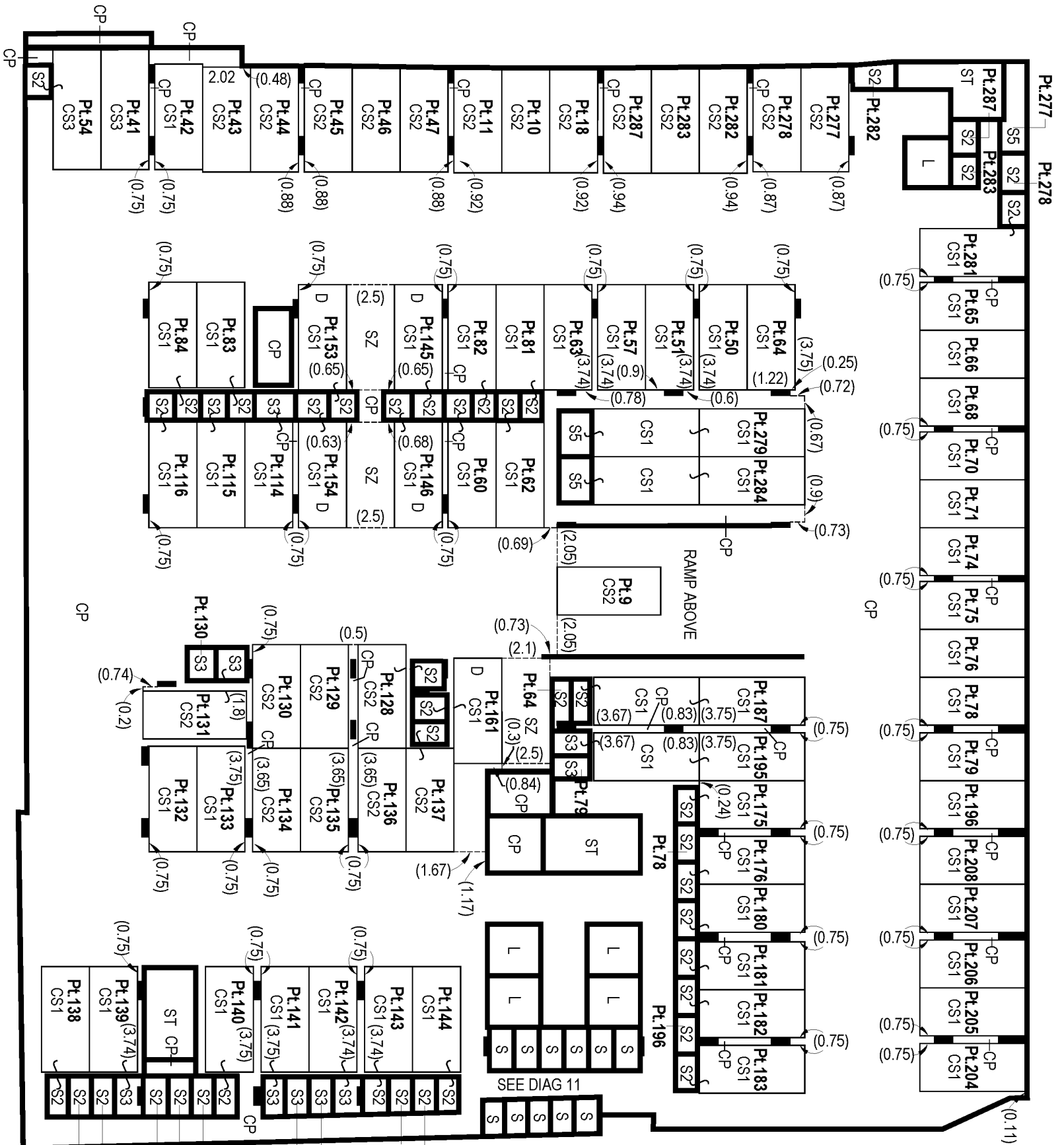
REGISTERED
18/11/2022

SP102343



Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m²)
CS1	2.5x5.5	14
CS2	2.5x5.4	13
CS3	2.5x6.25	16

Storage Schedule	
Tag	Area(m²)
S2	2
S3	3
S5	5



CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
D	DISABLED
L	LIFT (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

NOTES:-

COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO STORAGE AREA SCHEDULE FOR AREAS
REFER TO CAR SPACE AND STORAGE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2013
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

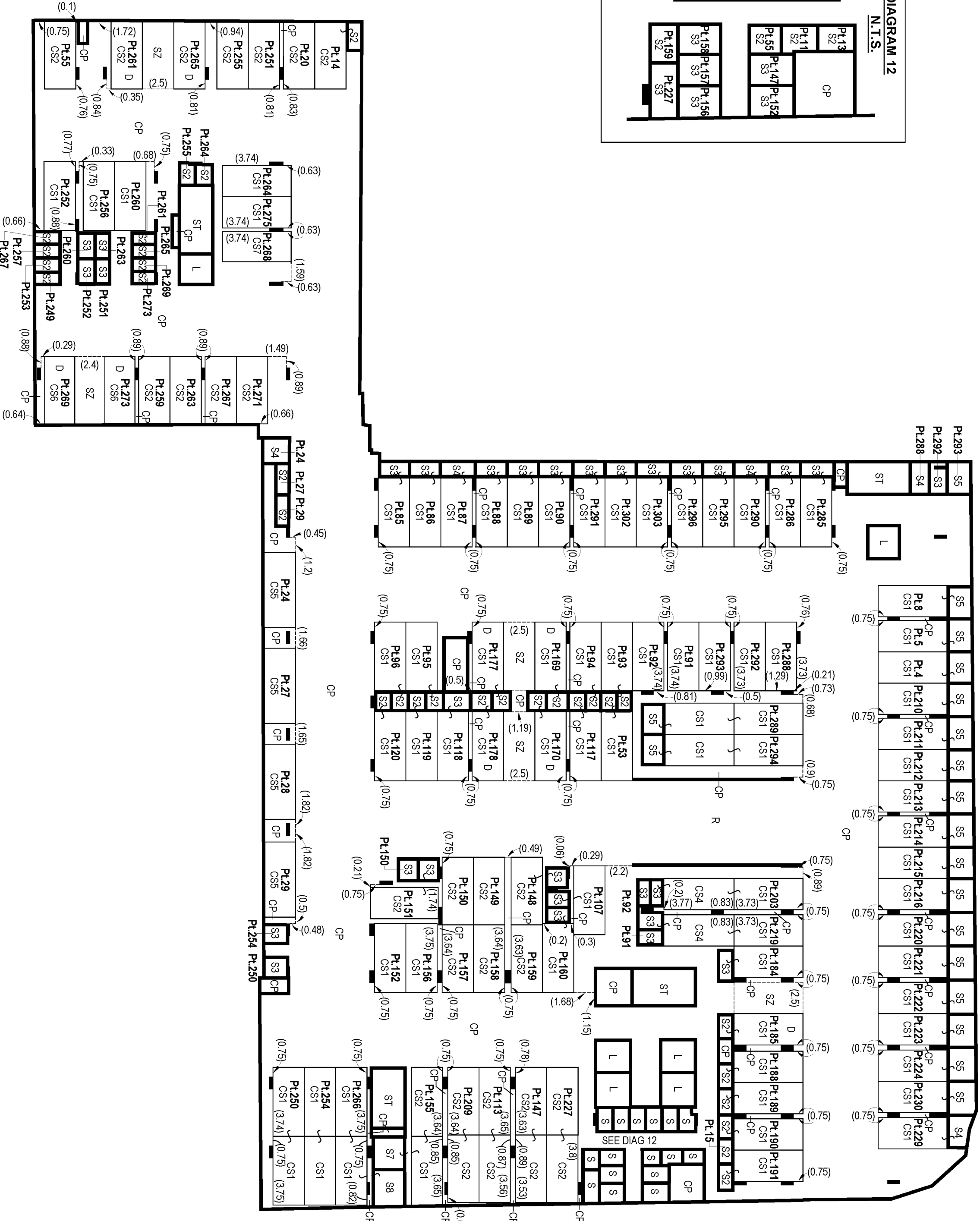
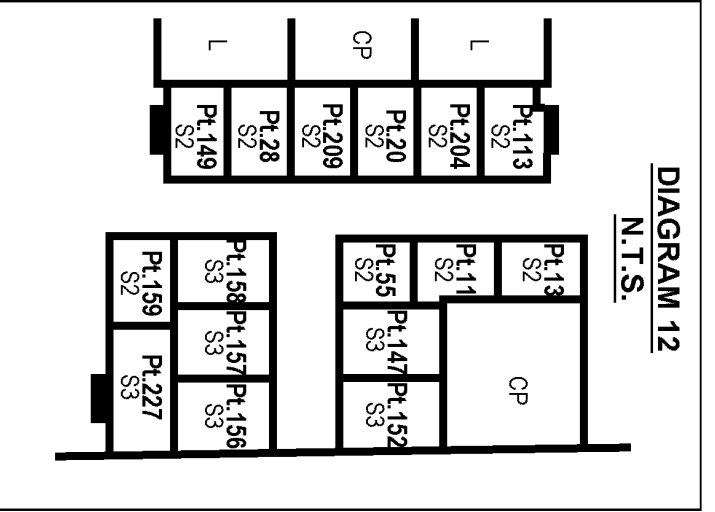
Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
18/11/2022

SP102343



Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m ²)
CS1	2.5x5.5	14
CS2	2.5x5.4	13
CS4	2.5x5.6	14
CS5	2.5x6	15
CS6	2.4x5.4	13
CS7	2.4x5.5	13

Storage Schedule	
Tag	Area(m ²)
S2	2
S3	3
S4	4
S5	5
S7	7
S8	8

COMMON PROPERTY	
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
S	STORAGE (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)

NOTES:-

COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO STORAGE AREA SCHEDULE FOR AREAS
REFER TO CAR SPACE AND STORAGE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

BASEMENT 3

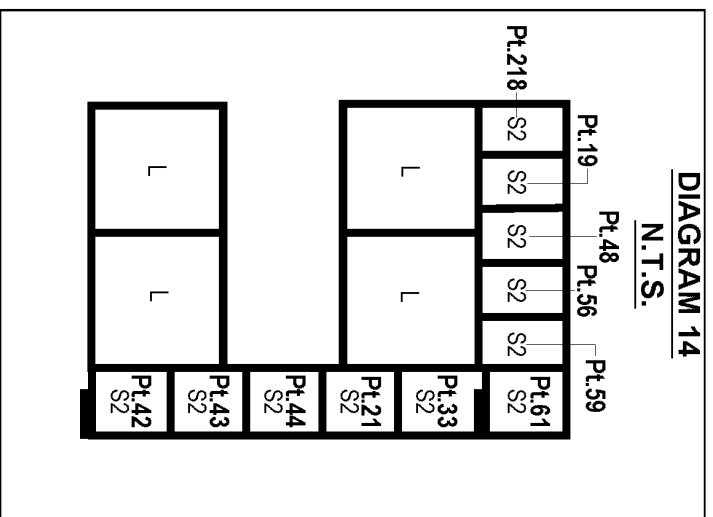
Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
18/11/2022

SP102343



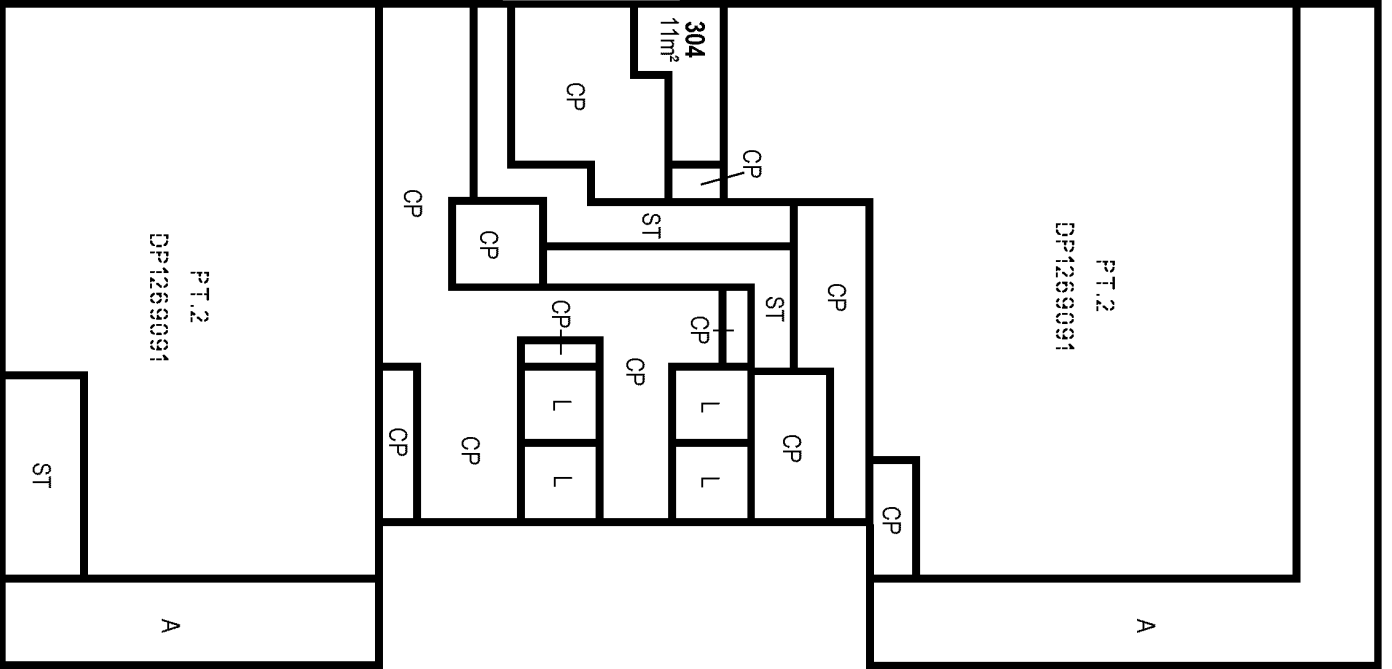
Car Space Schedule (unless otherwise shown)		
Tag	Size	Area(m ²)
CS1	2.5x5.5	14

Storage Schedule	
Tag	Area(m ²)
S2	2
S3	3
S4	4
S5	5
S6	6

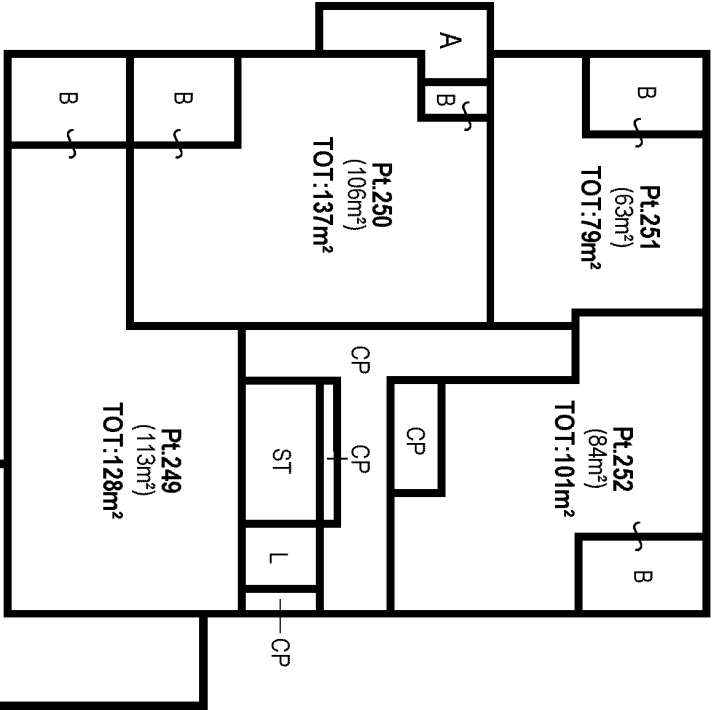
CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
CW	CAR WASH BAY (CP)
D	DISABLED
H	HOIST (CP)
L	LIFT (CP)
OSD	ON SITE DETENTION (CP)
R	RAMP (CP)
S	STORAGE
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
TB	TURNING BAY (CP)
VP	VISITOR PARKING (CP)
WC	WATER CLOSET (CP)

Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8291

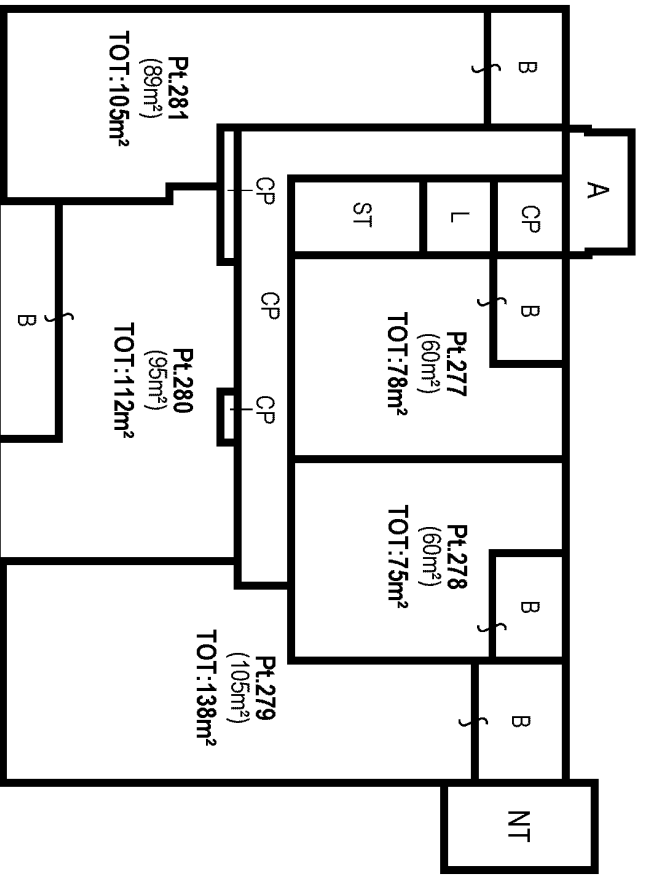
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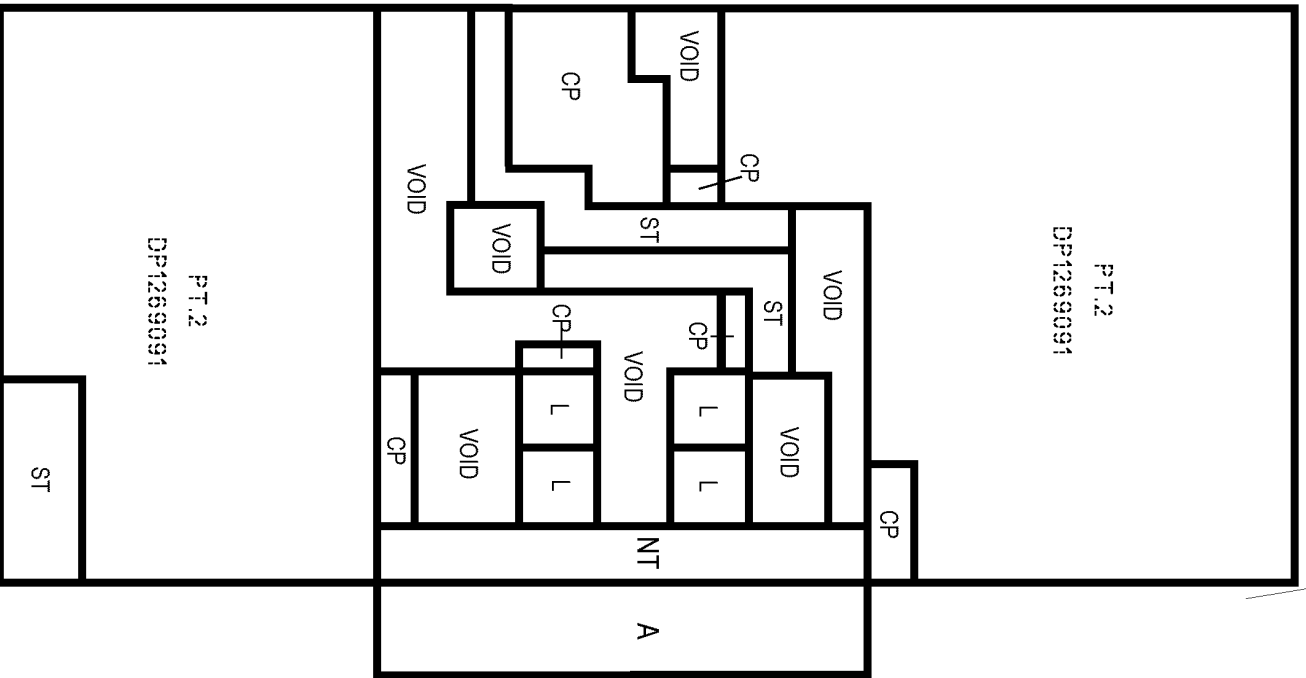
BUILDING A
GROUND FLOOR



BUILDING B
LEVEL 1



BUILDING C
LEVEL 1



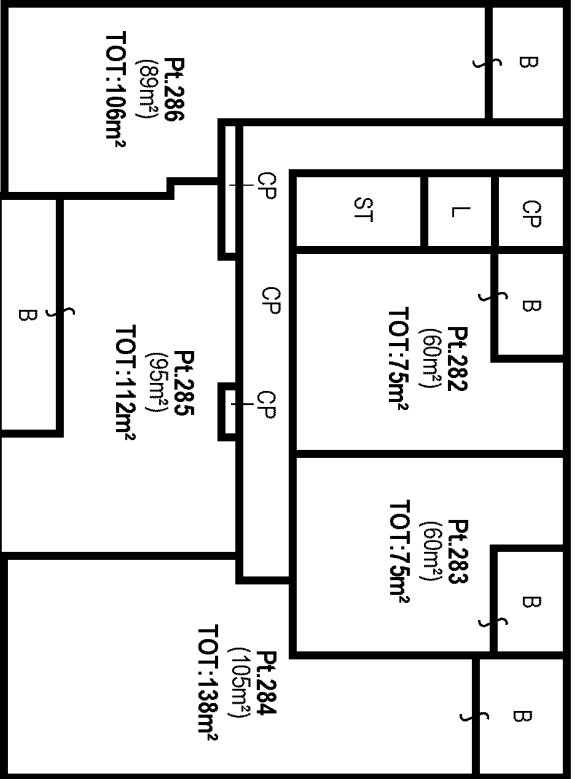
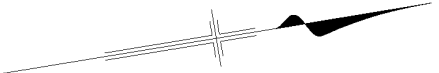
BUILDING A
LEVEL 1

NOTE:
THERE IS NO FLOOR PLAN PROVIDED FOR THE GROUND FLOOR OF BUILDINGS 'B' & 'C' AS AS THEY CONSISTS OF COMMON PROPERTY ONLY

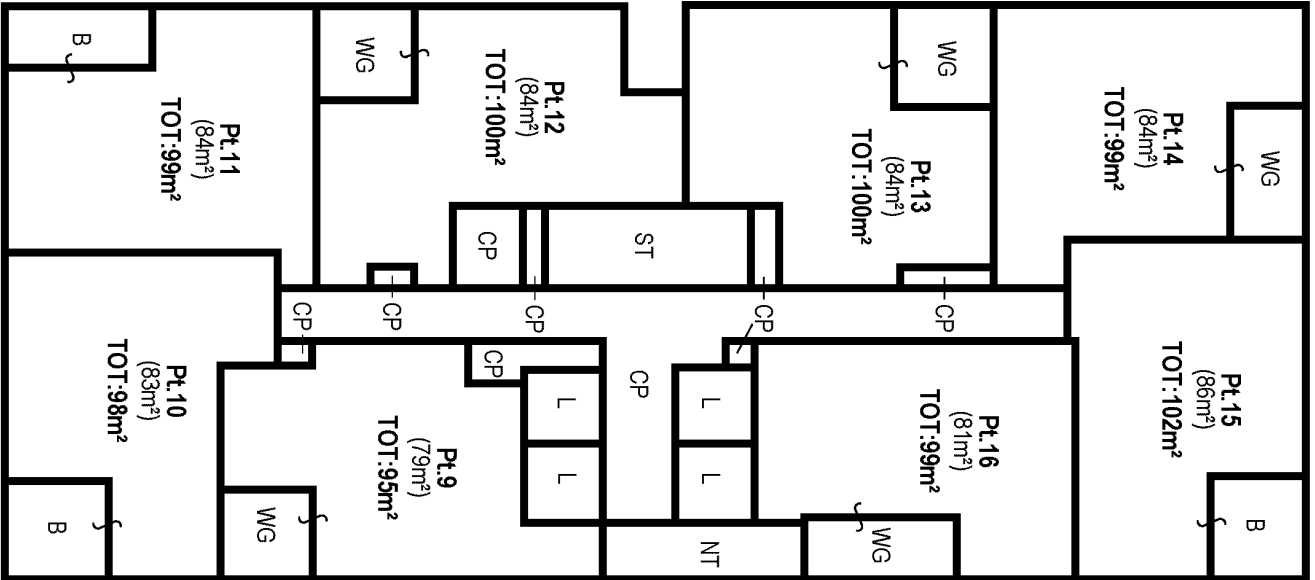
NOTES:-
ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

COMMON PROPERTY	
A	AWNING (CP)
B	BALCONY (COVERED)
L	LIFT (CP)
NT	NON - TRAFFICABLE ROOF (CP)
ST	STAIRS (CP)

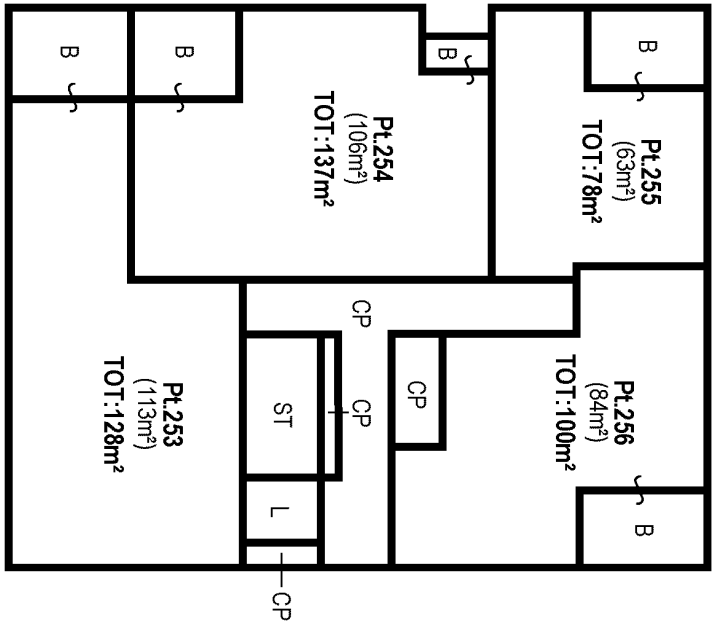
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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BUILDING C
LEVEL 2



BUILDING A
LEVEL 2

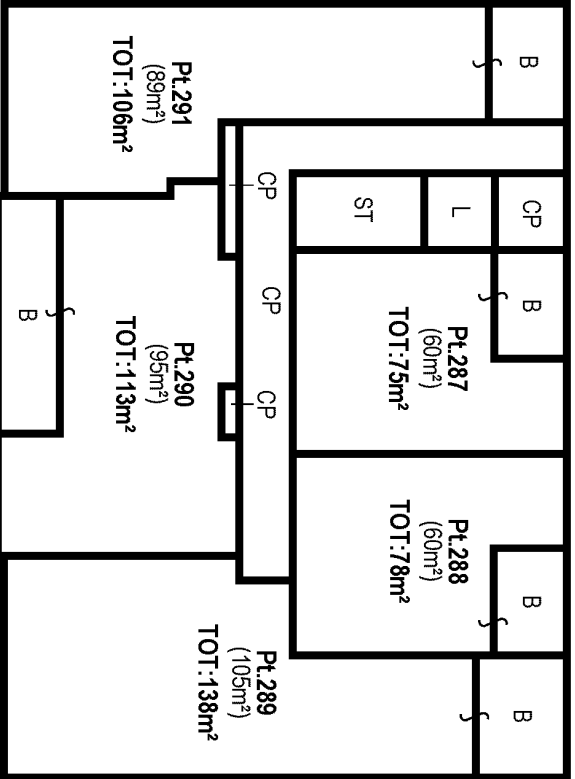
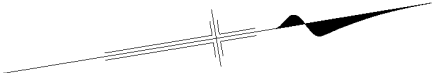


BUILDING B
LEVEL 2

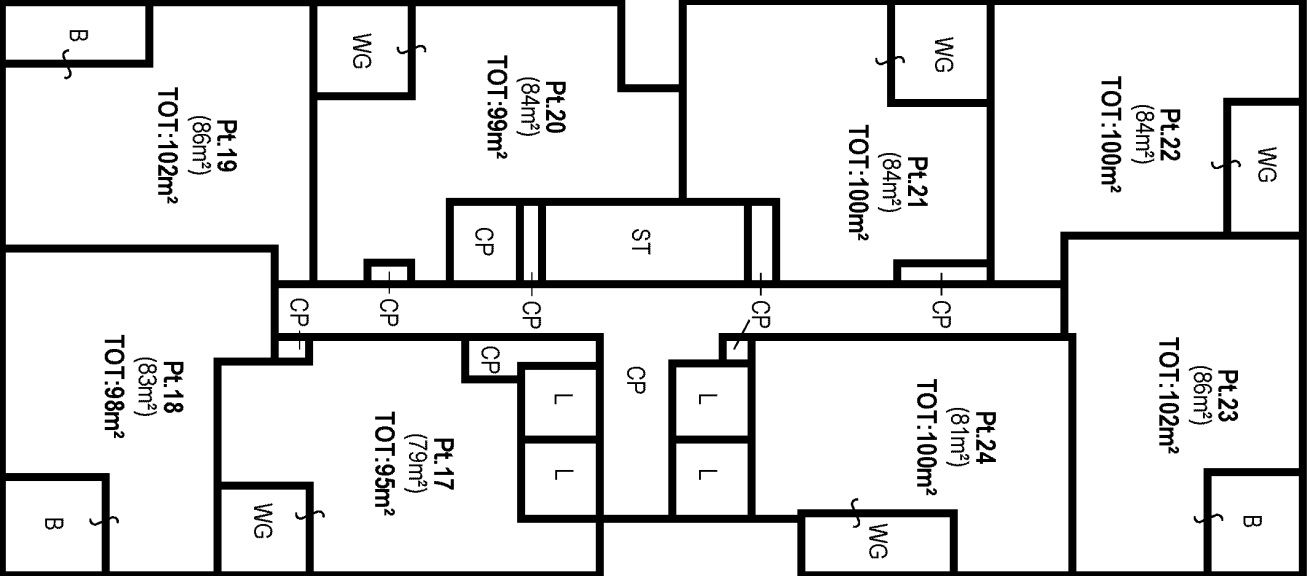
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)
NT	NON-TRAFFICABLE ROOF (CP)

NOTES:-
ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

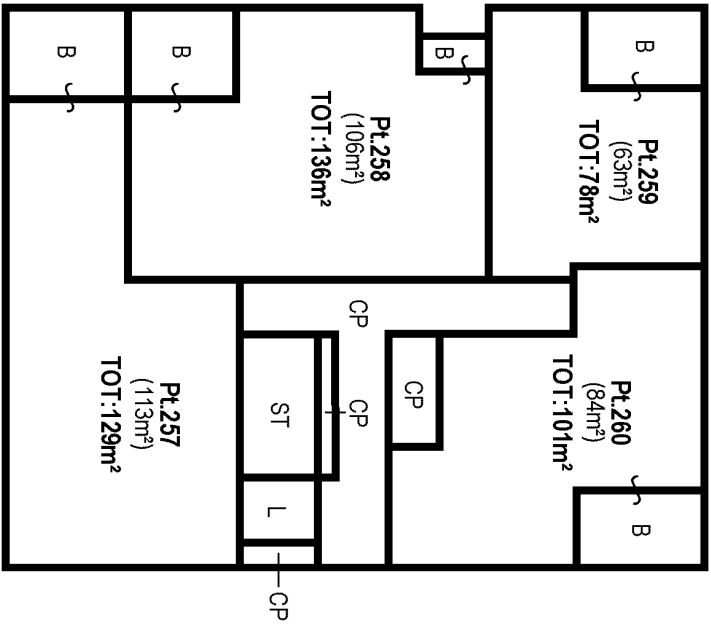
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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BUILDING C
LEVEL 3



BUILDING A
LEVEL 3

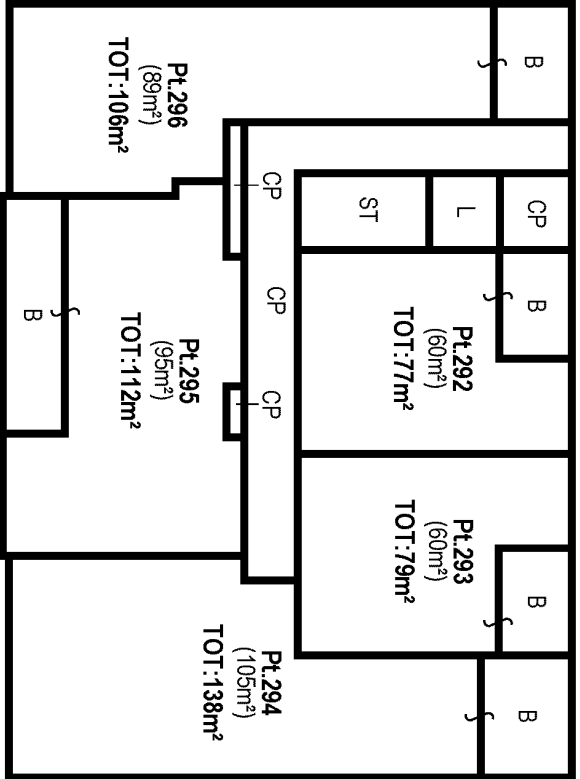
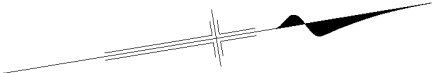


BUILDING B
LEVEL 3

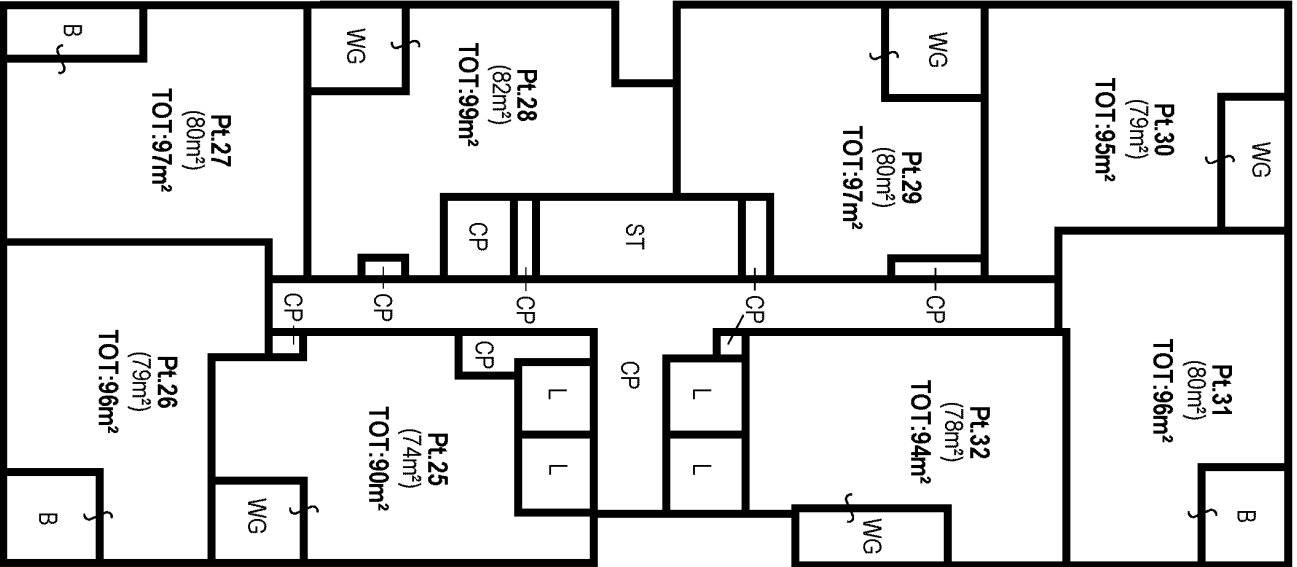
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

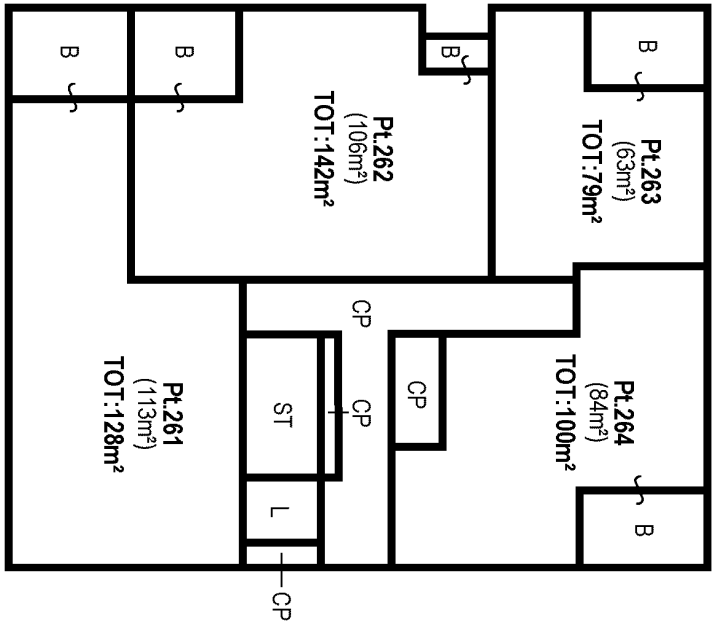
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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BUILDING C
LEVEL 4



BUILDING A
LEVEL 4

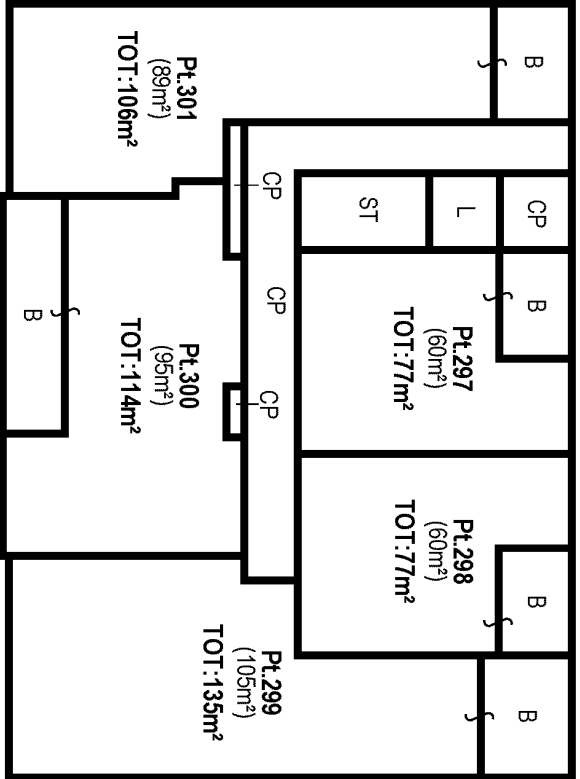
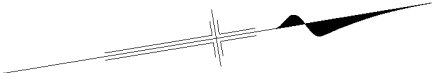


BUILDING B
LEVEL 4

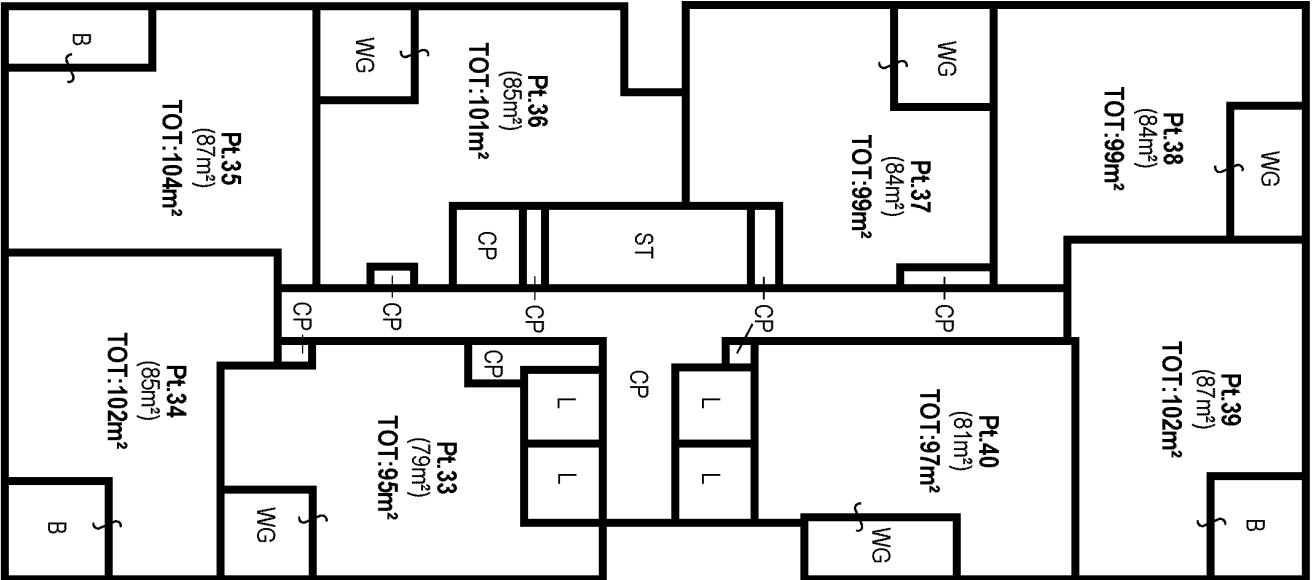
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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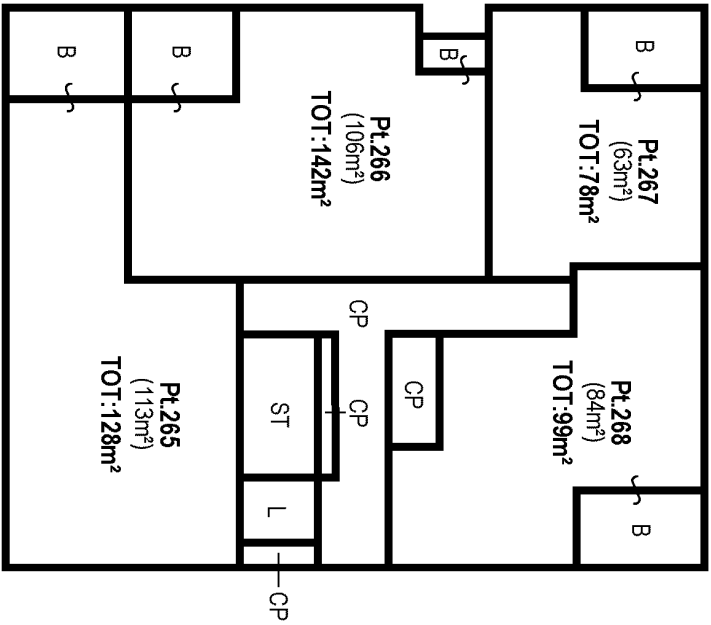
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/1/2022	SP102343
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BUILDING C
LEVEL 5



BUILDING A
LEVEL 5

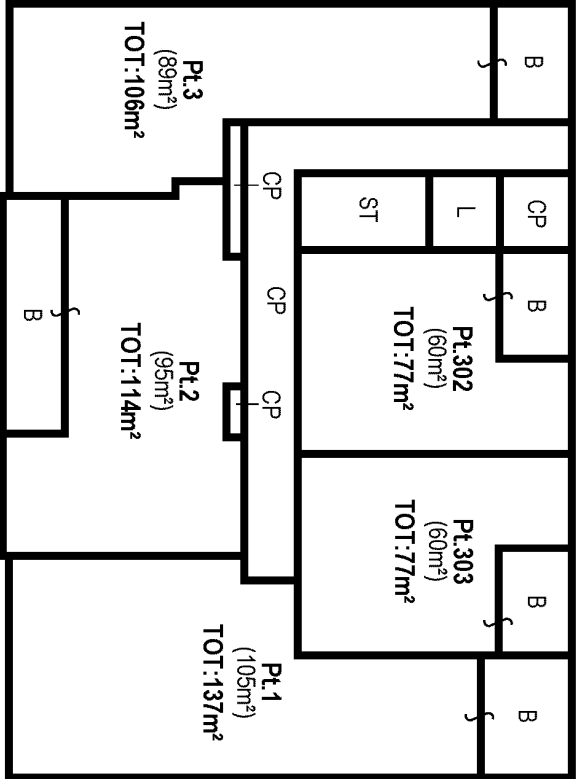
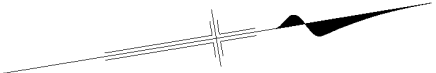


BUILDING B
LEVEL 5

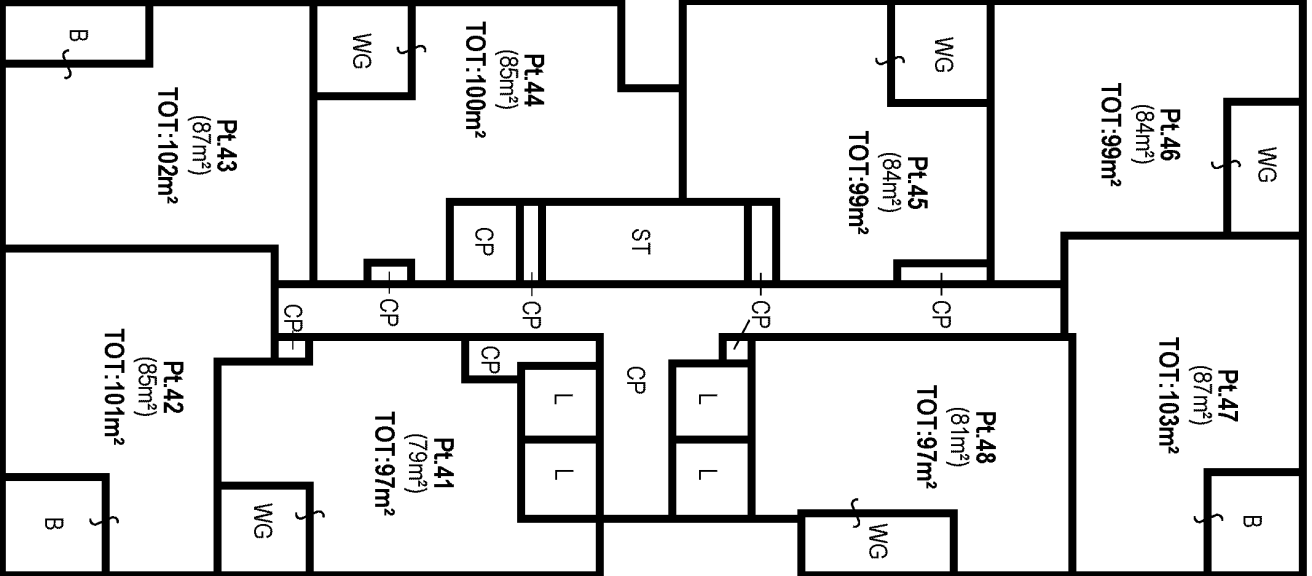
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

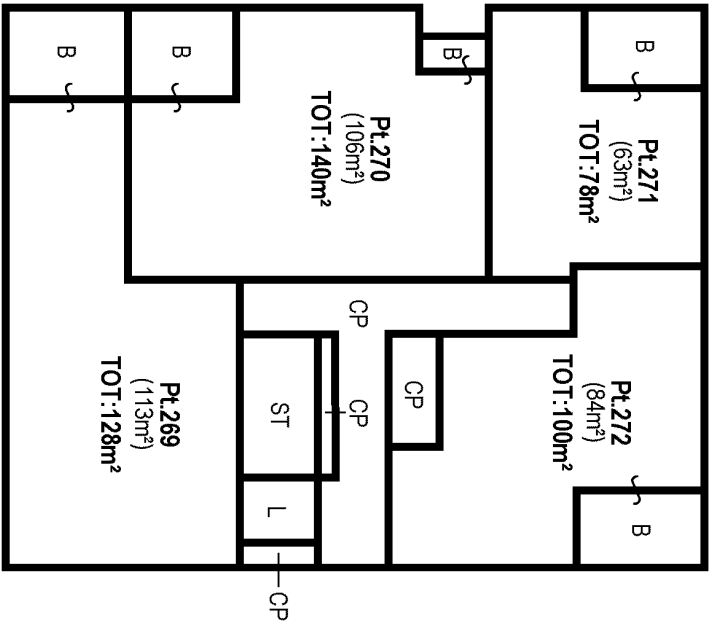
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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BUILDING C
LEVEL 6



BUILDING A
LEVEL 6

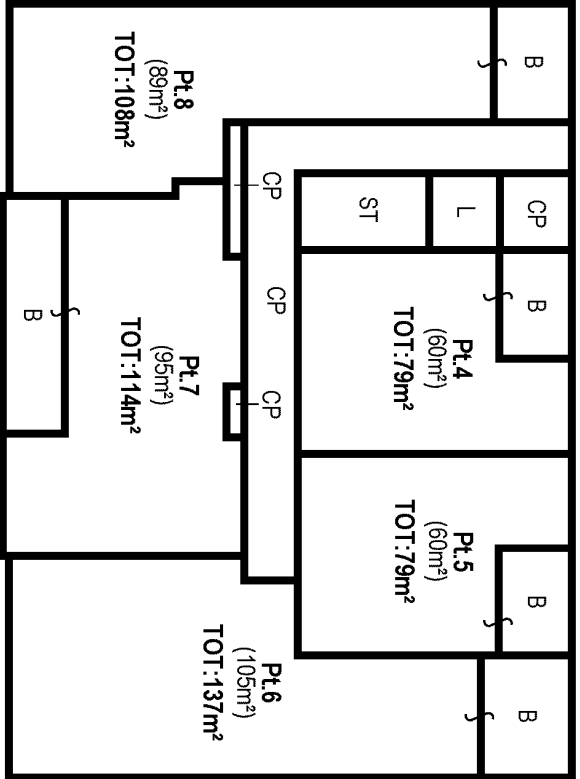
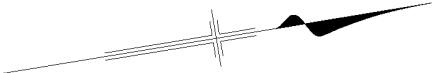


BUILDING B
LEVEL 6

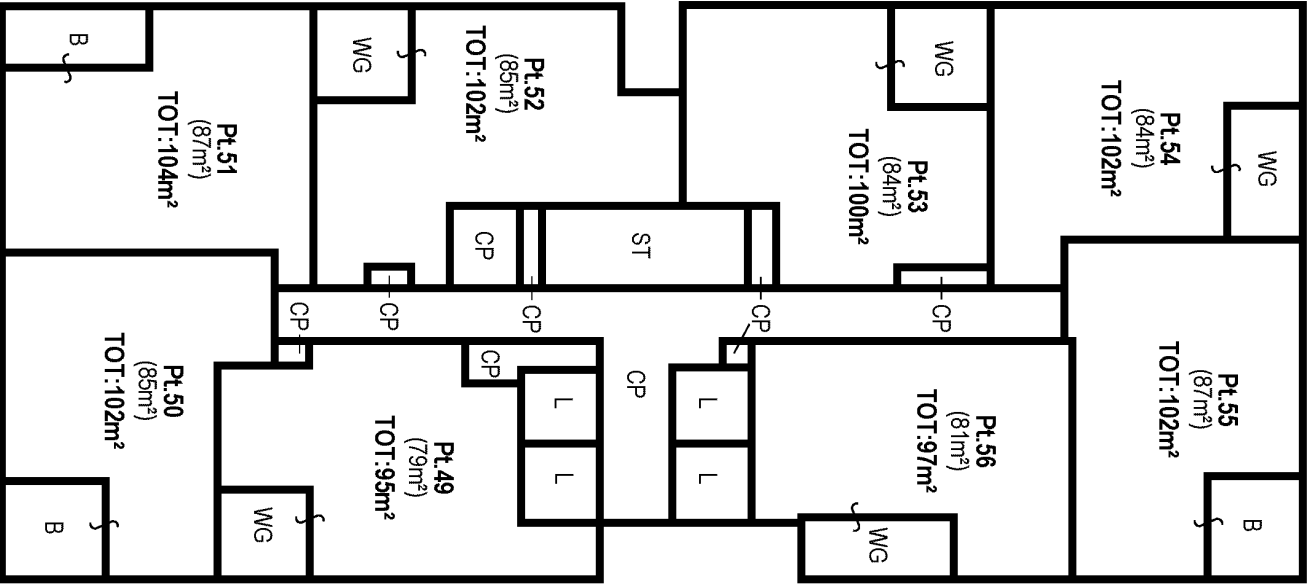
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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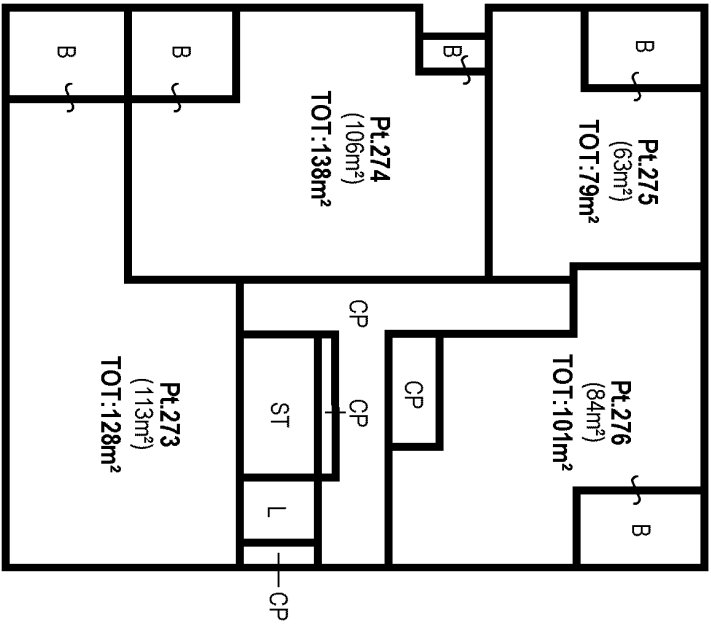
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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BUILDING C
LEVEL 7



BUILDING A
LEVEL 7

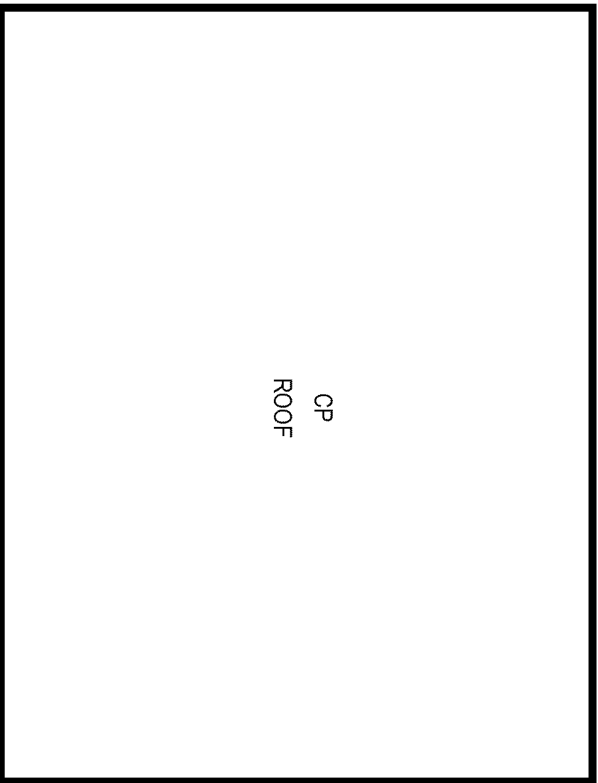
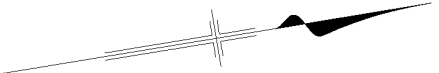


BUILDING B
LEVEL 7

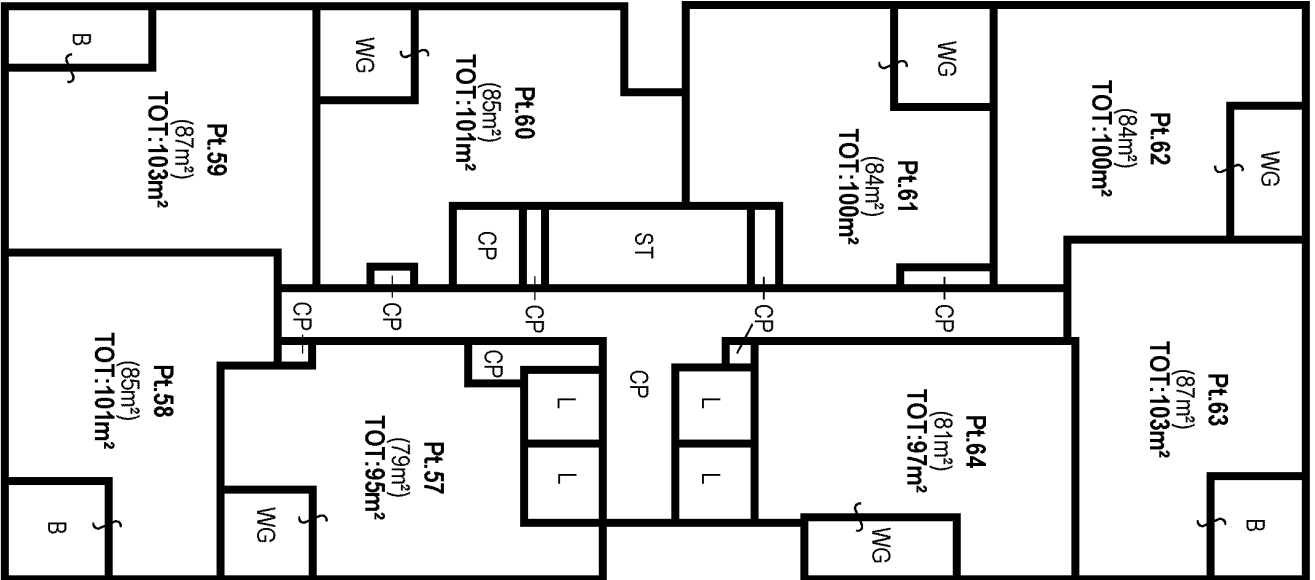
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

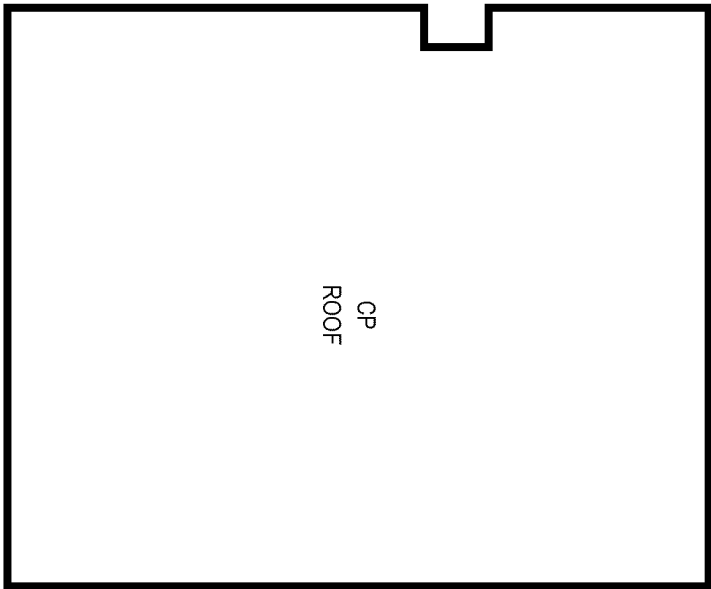
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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BUILDING C
ROOF



BUILDING A
LEVEL 8

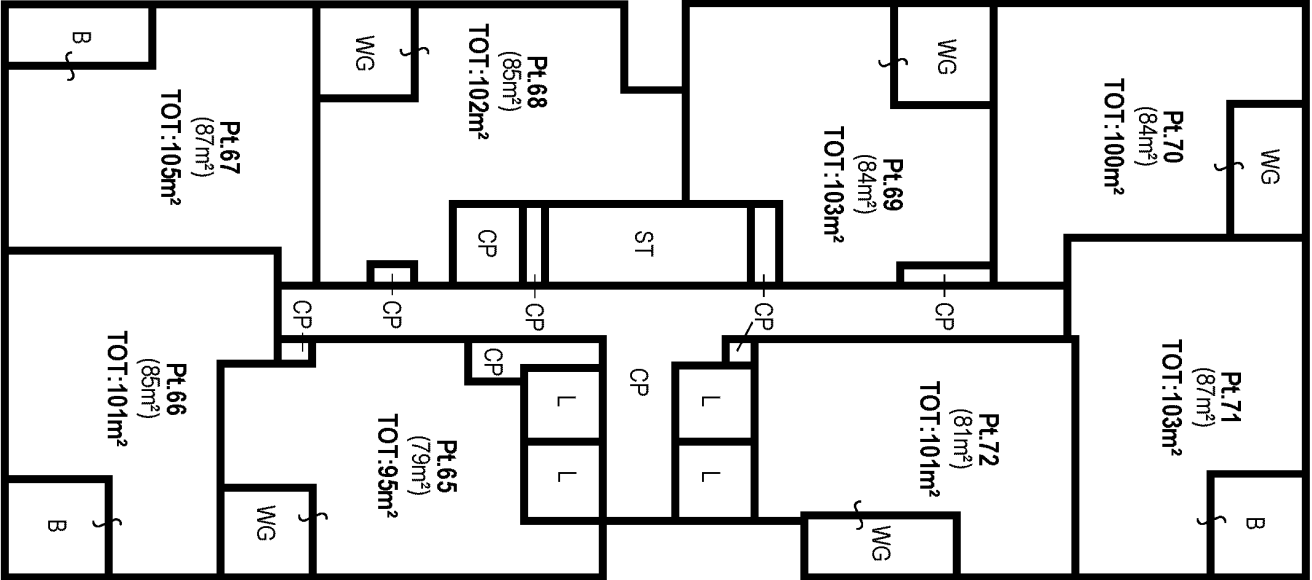
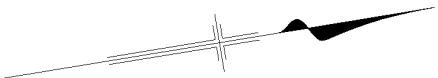


BUILDING B
ROOF

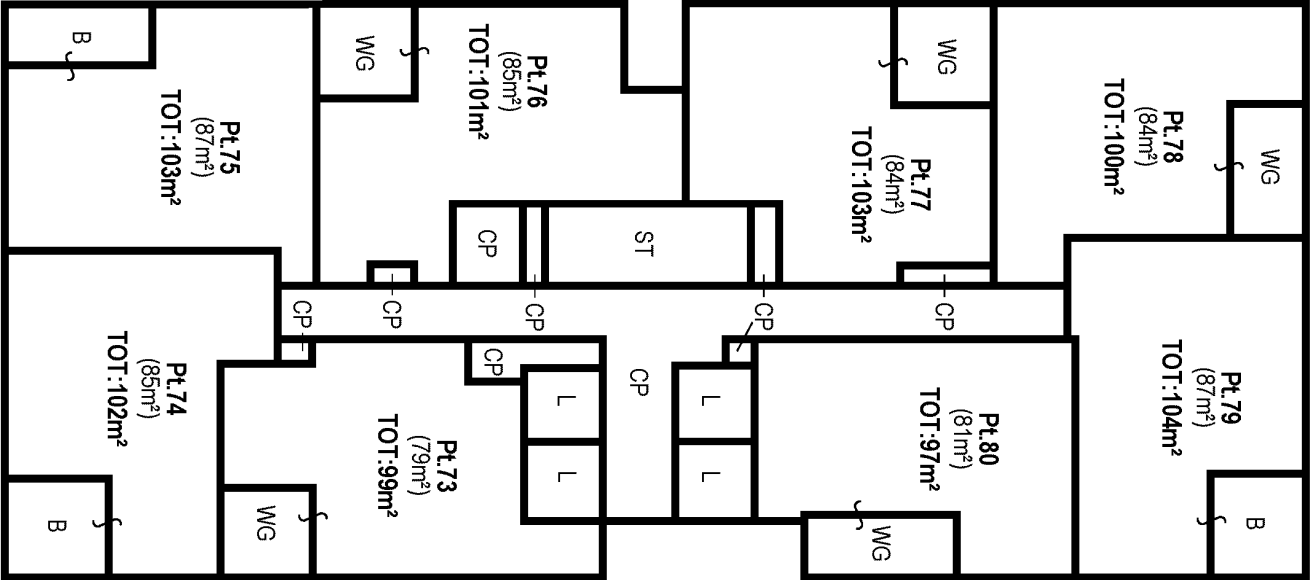
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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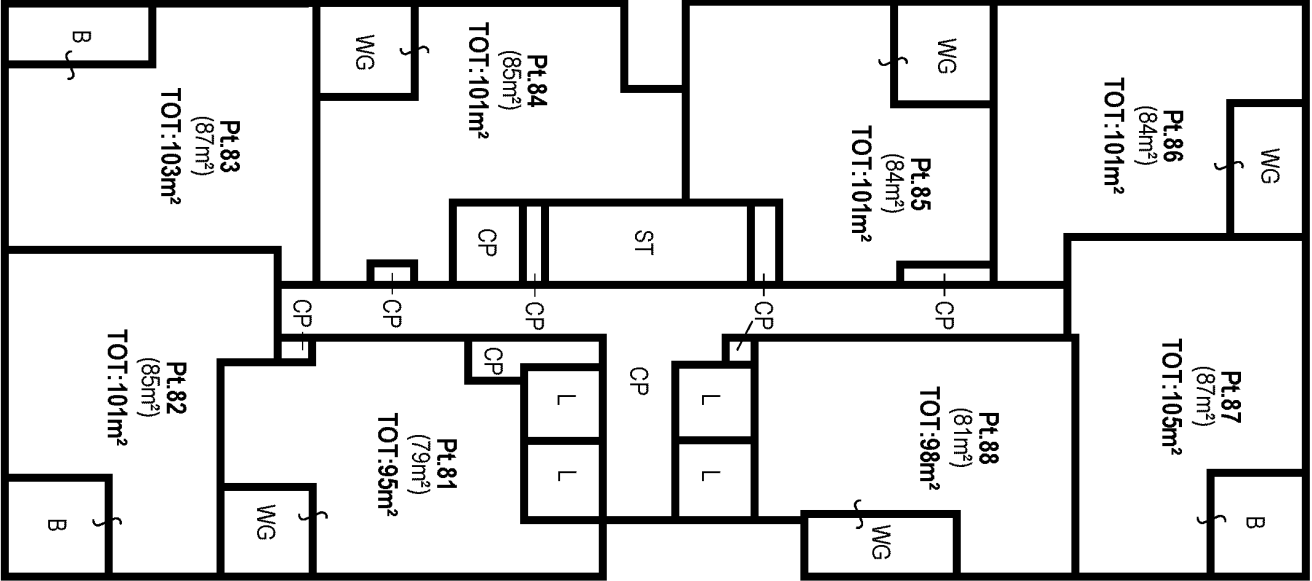
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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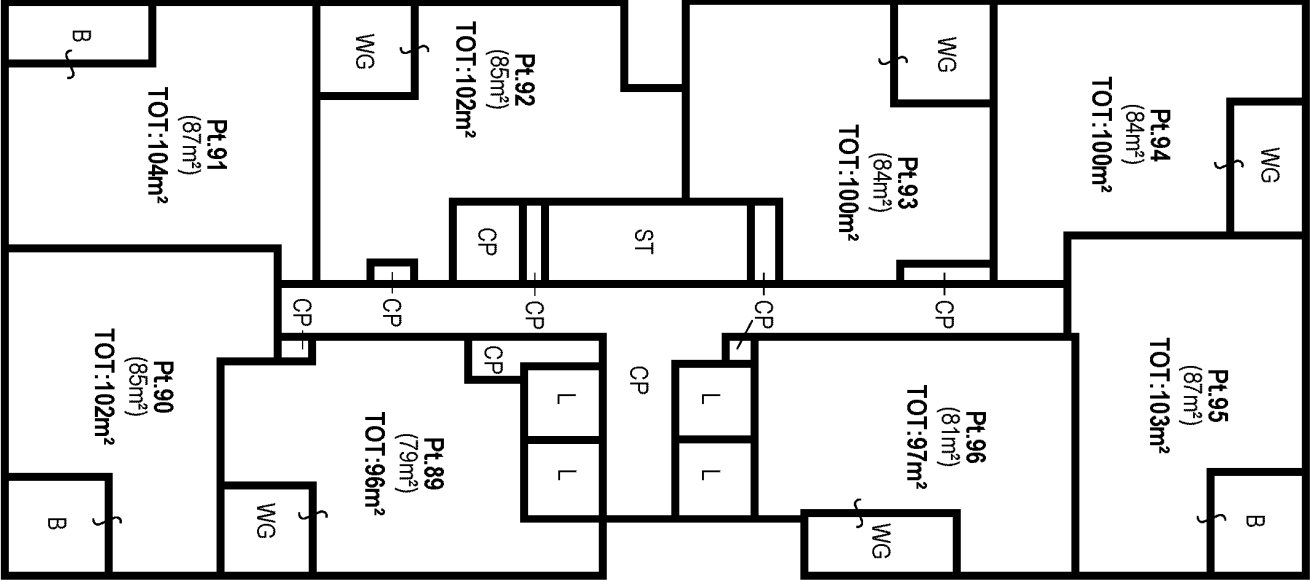
BUILDING A
LEVEL 9



BUILDING A
LEVEL 10



BUILDING A
LEVEL 11

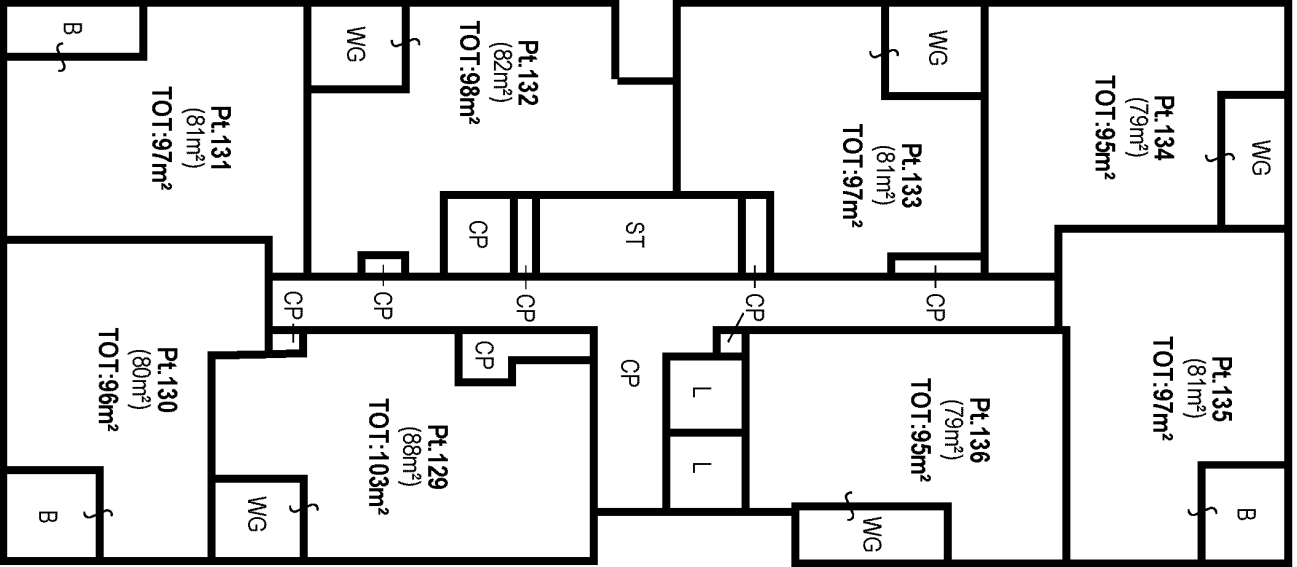


BUILDING A
LEVEL 12

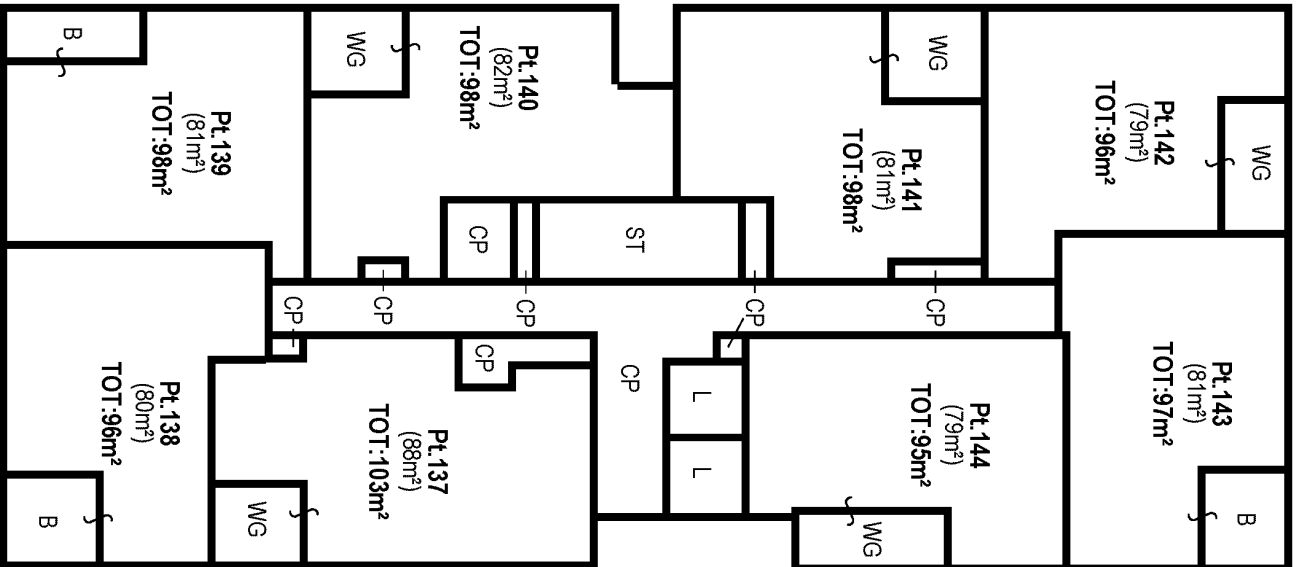
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

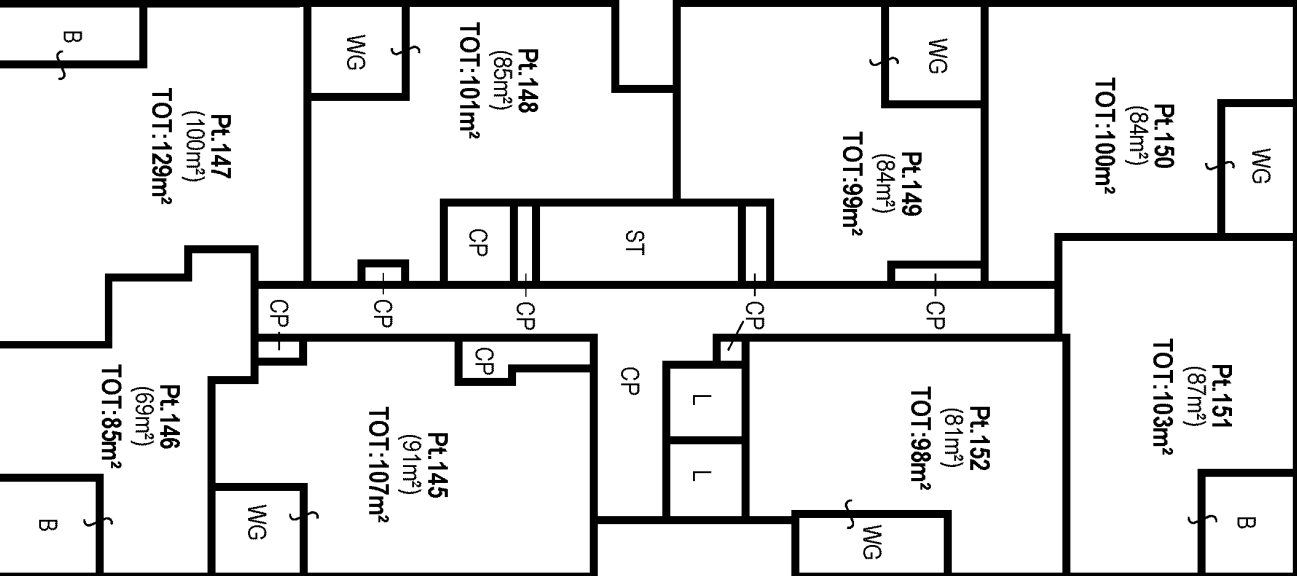
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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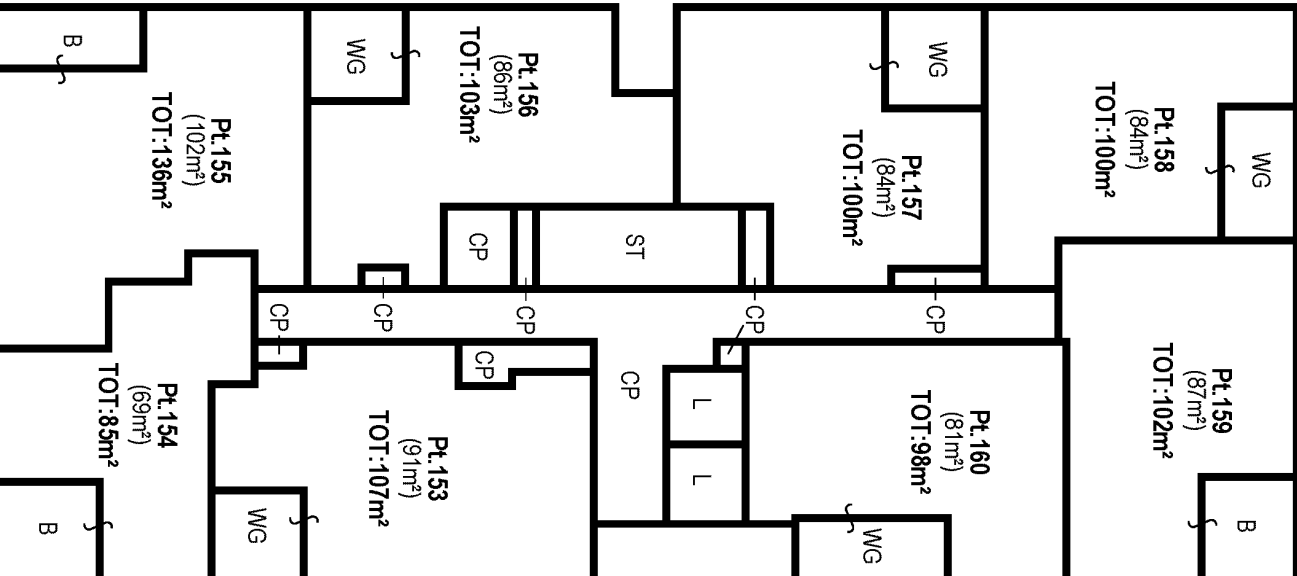
BUILDING A
LEVEL 17



BUILDING A
LEVEL 18



BUILDING A
LEVEL 19

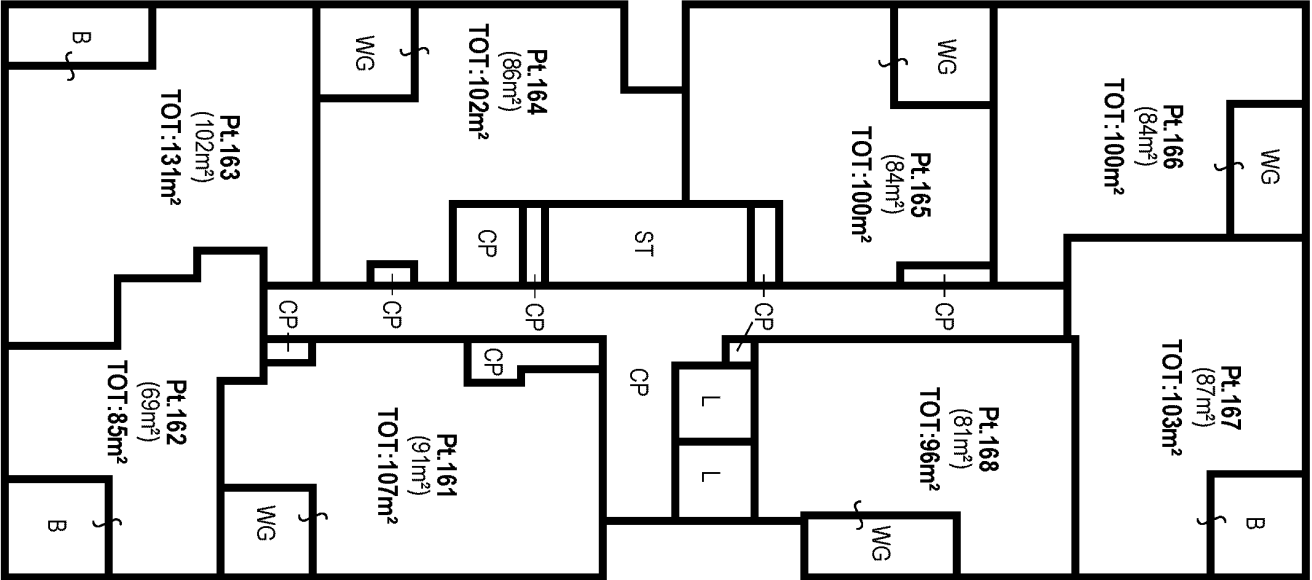
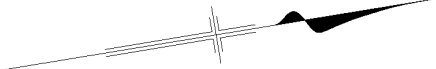


BUILDING A
LEVEL 20

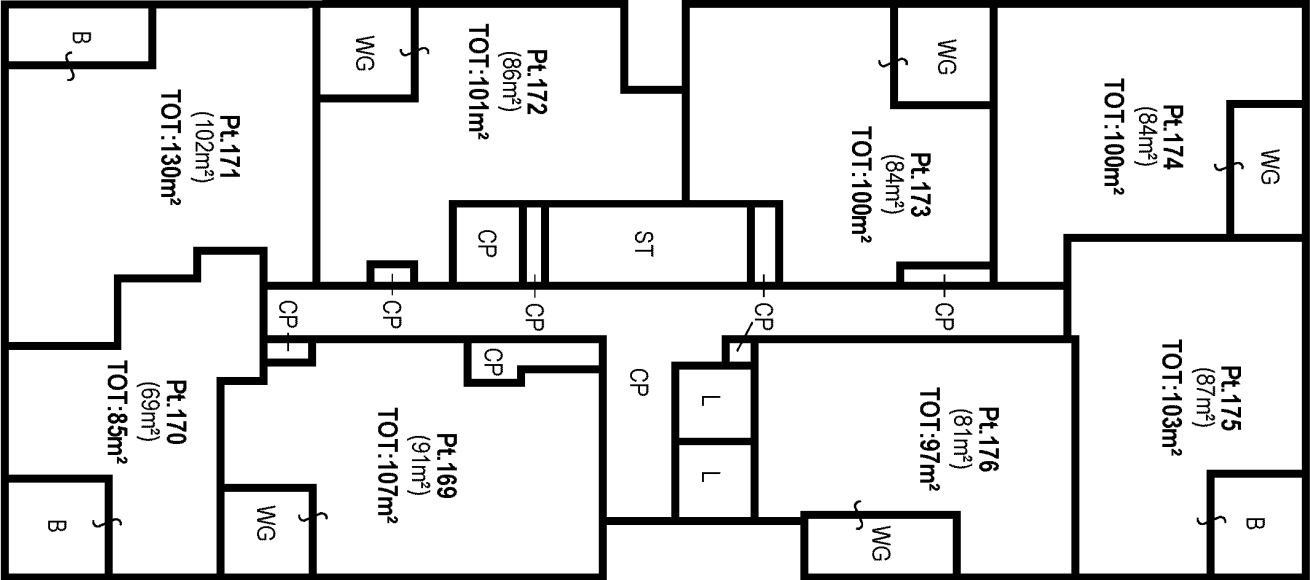
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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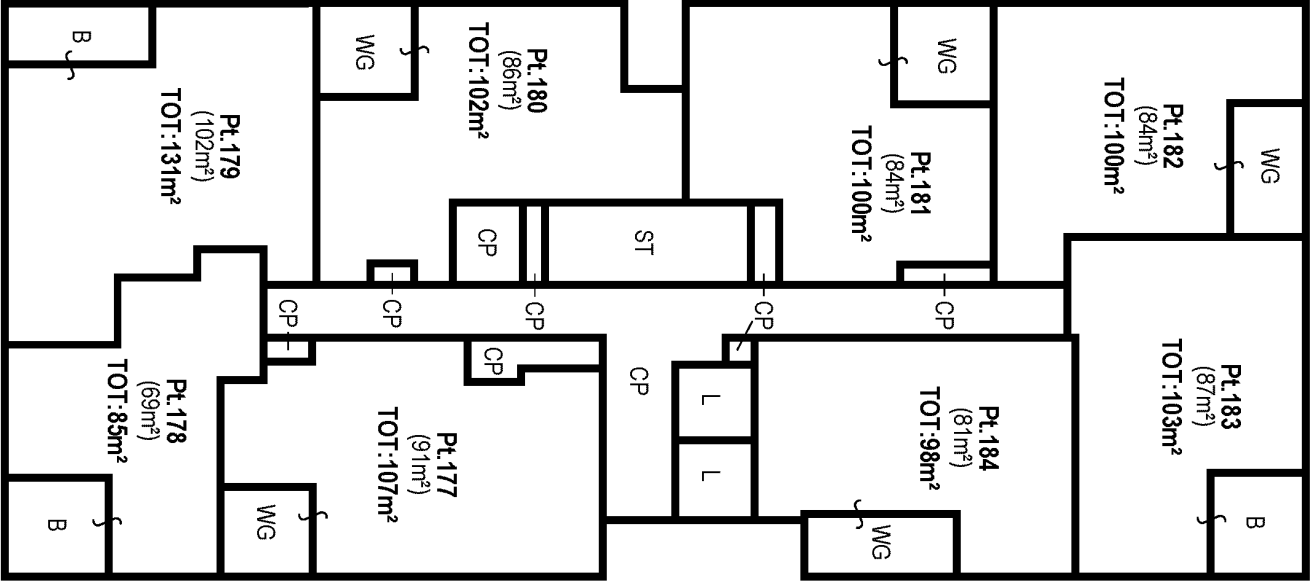
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/1/2022	SP102343
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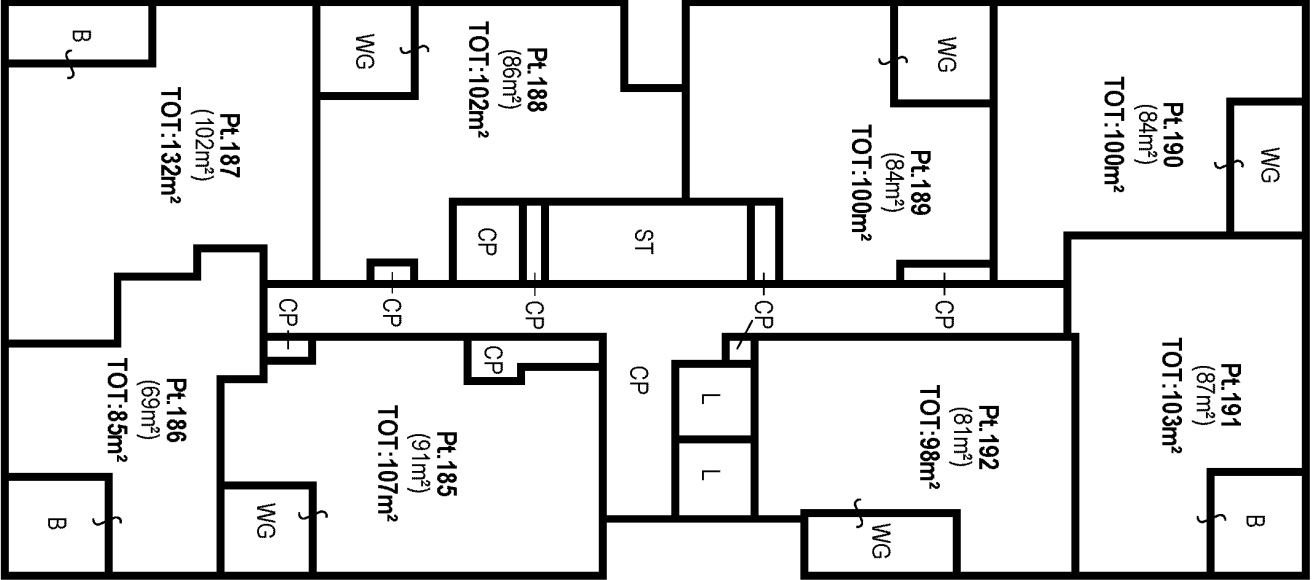
BUILDING A
LEVEL 21



BUILDING A
LEVEL 22



BUILDING A
LEVEL 23

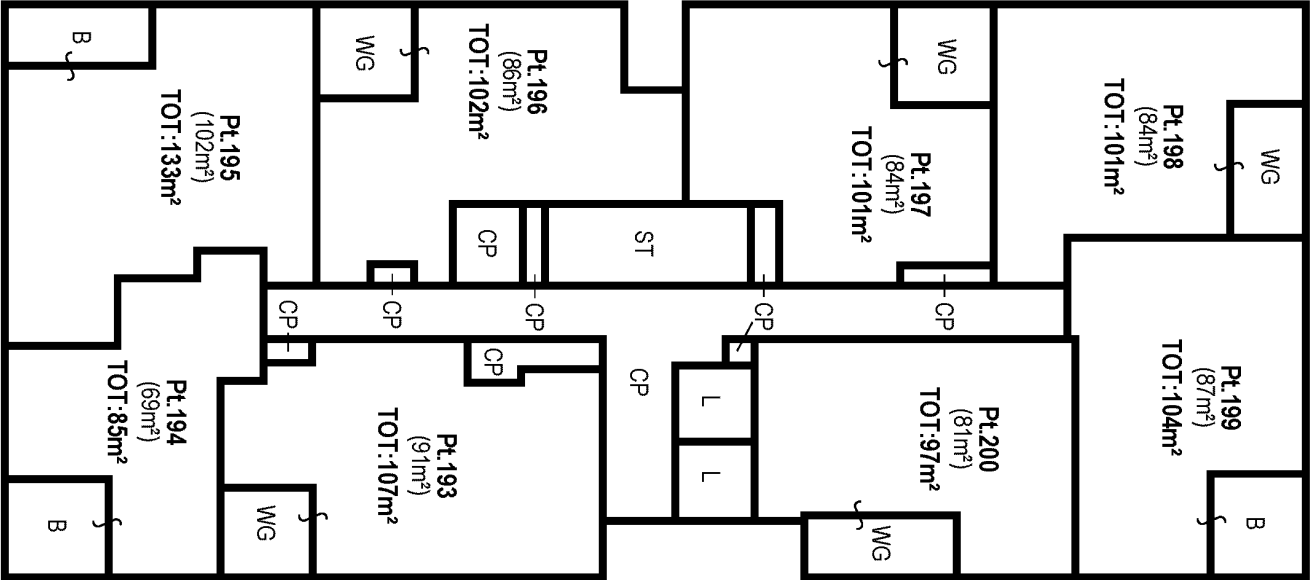


BUILDING A
LEVEL 24

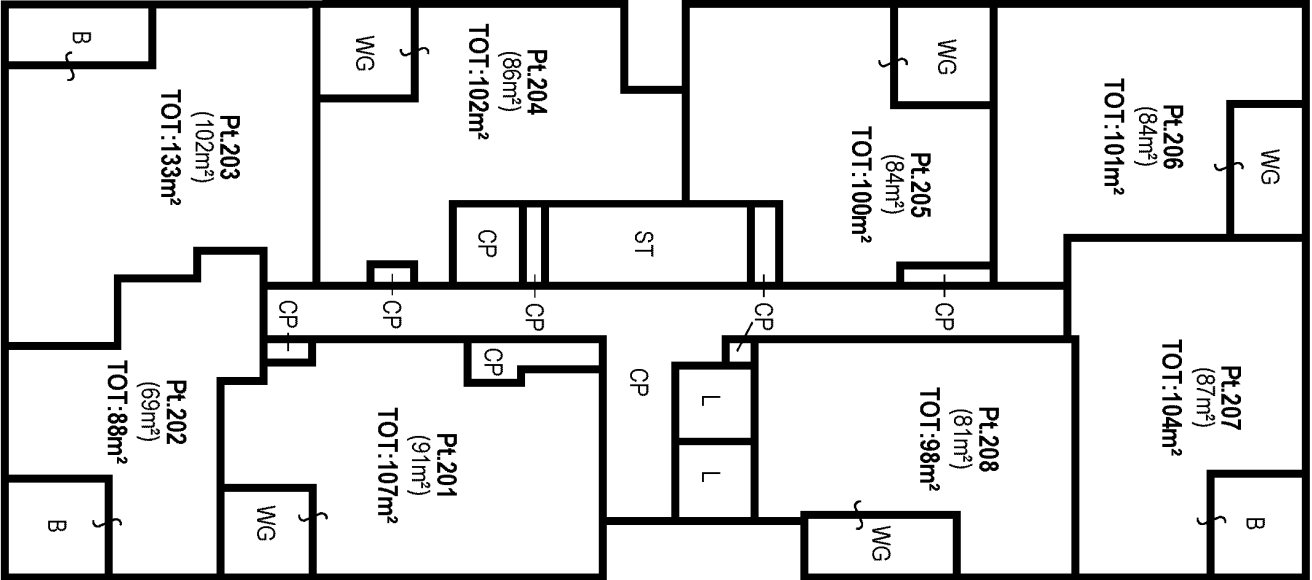
CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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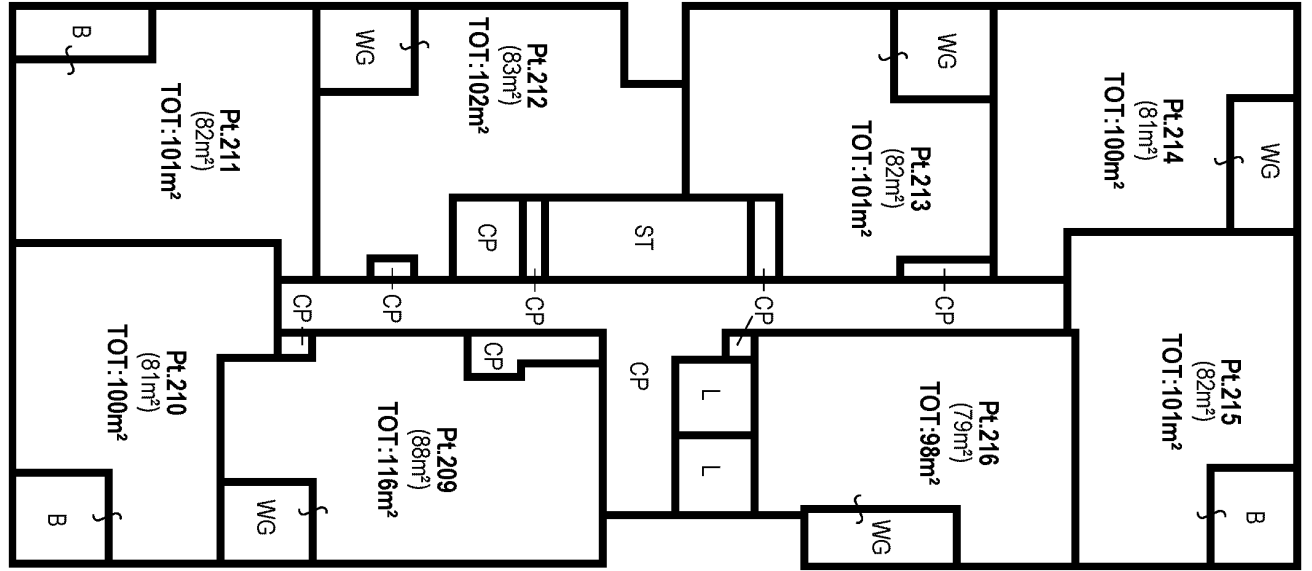
Surveyor: SCOTT MACKEDIE Date: 27/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269091	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 18/11/2022	SP102343
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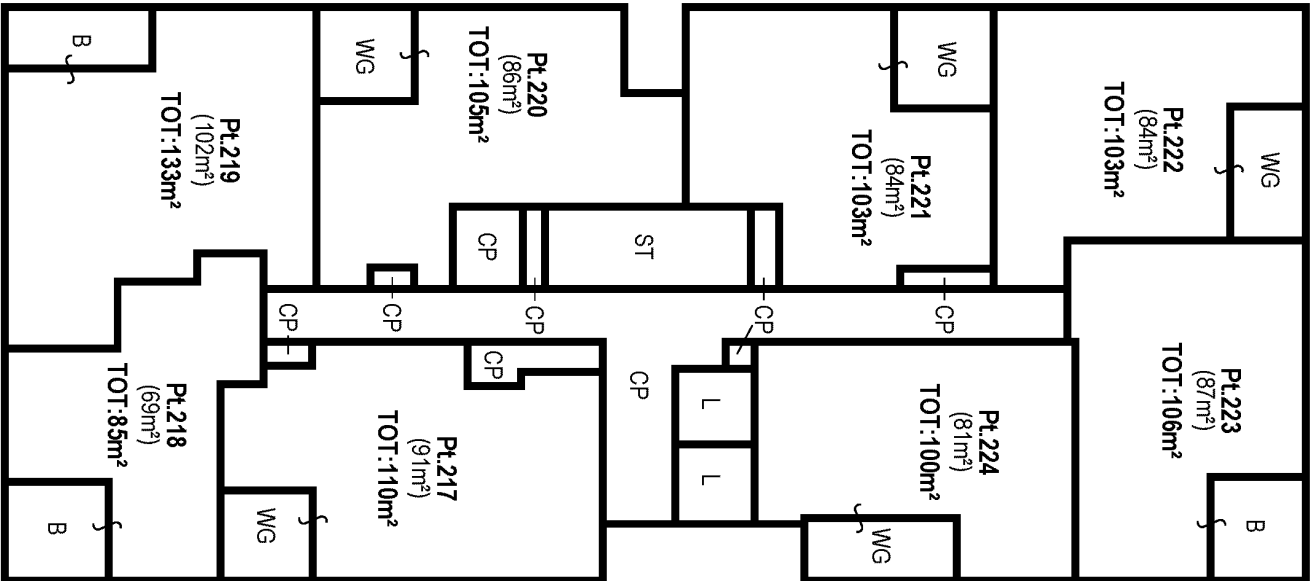
BUILDING A
LEVEL 25



BUILDING A
LEVEL 26



BUILDING A
LEVEL 27



BUILDING A
LEVEL 28

CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
ST	STAIRS (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor:
SCOTT MACKEDIE
Date: 27/09/2022
Surveyor's Ref: 8295

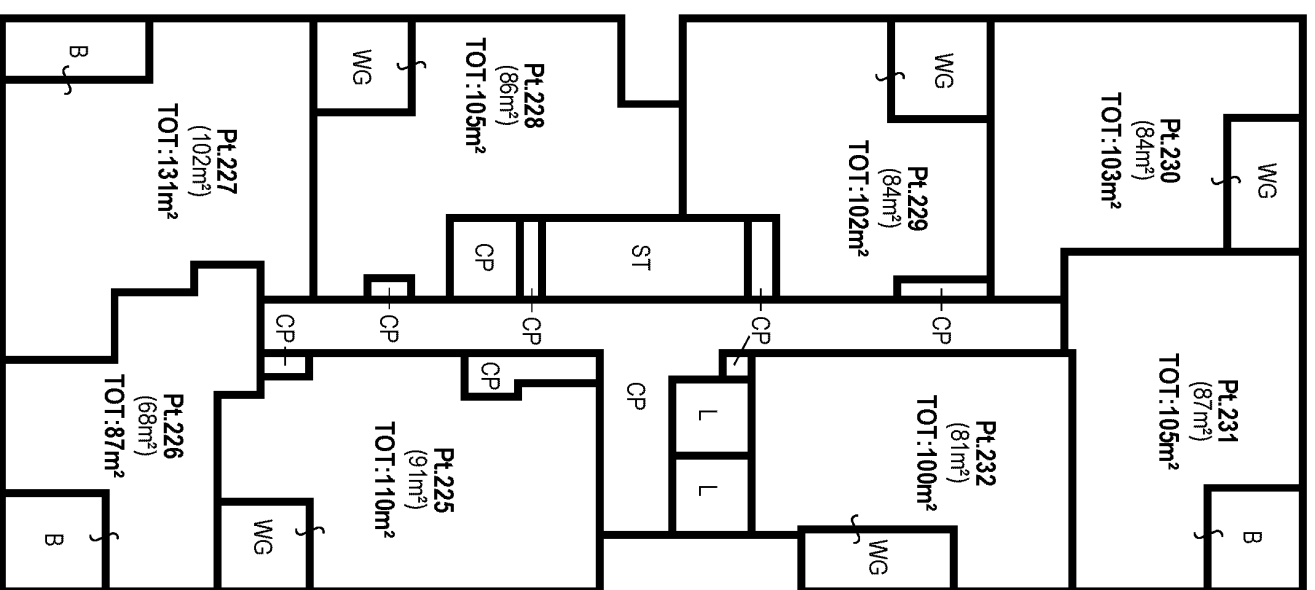
PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:250
Lengths are in metres.

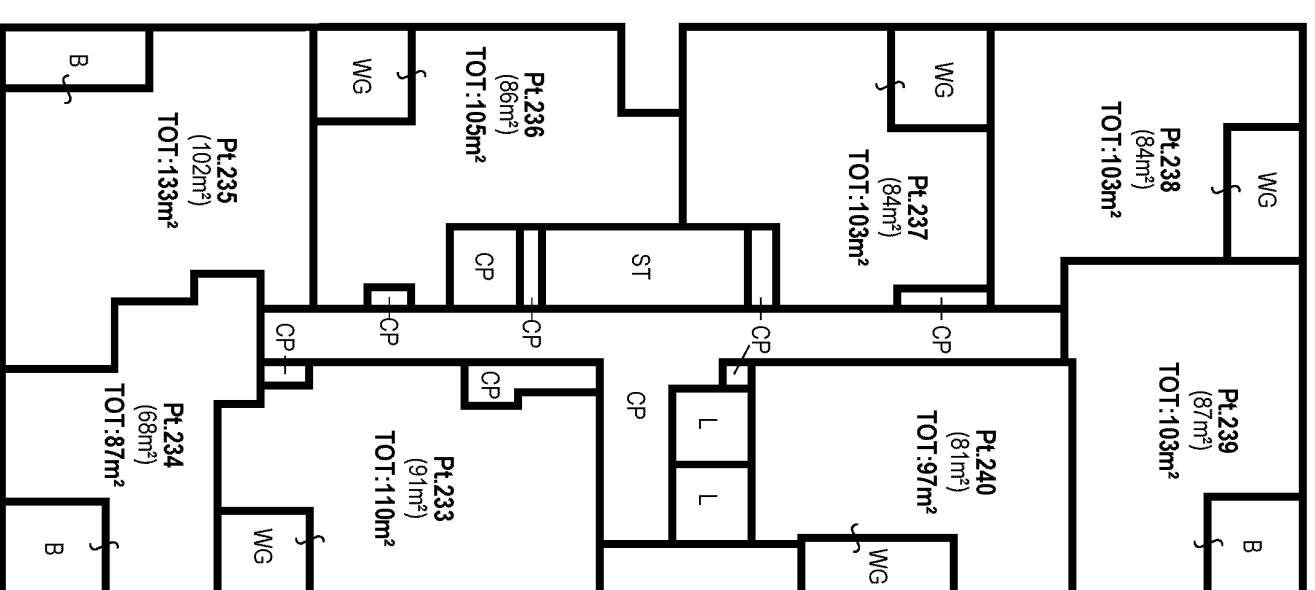


REGISTERED
18/1/2022

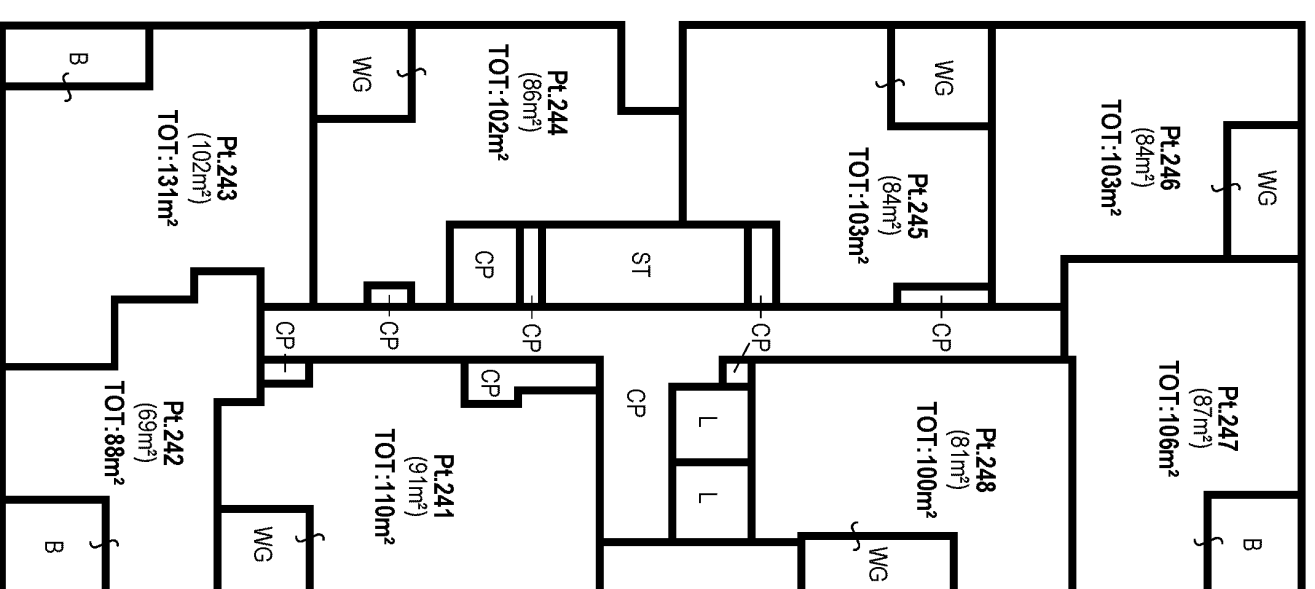
SP102343



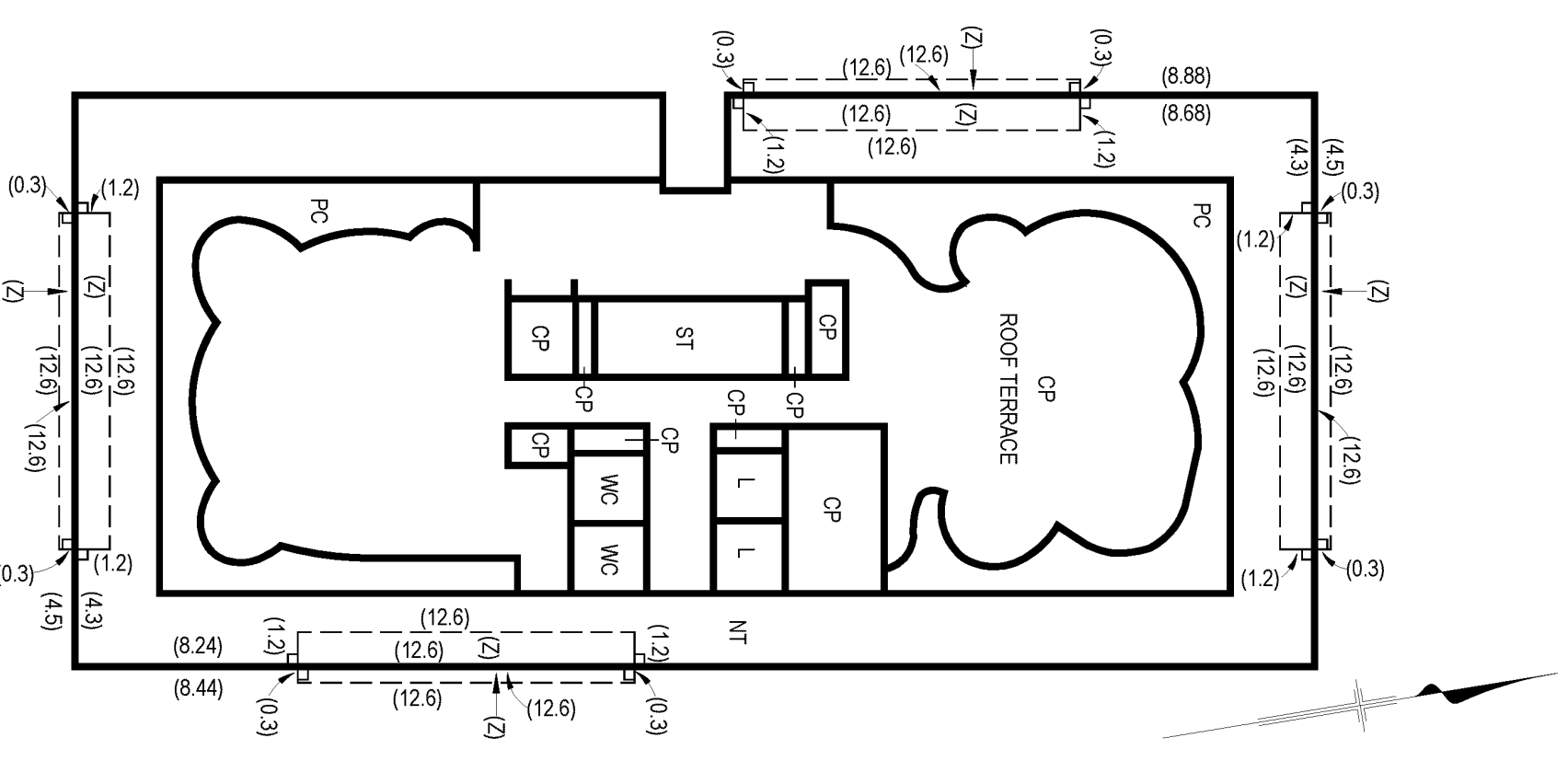
BUILDING A
LEVEL 29



BUILDING A
LEVEL 30



BUILDING A
LEVEL 31



BUILDING A ROOF

(Z) EASEMENT FOR SIGNAGE 1.7 WIDE (LIMITED IN STRATUM)

THE STRUTUM OF THE EASEMENT FOR SIGNAGE IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE CONCRETE HOB IT SITS ABOVE AND LIMITED IN HEIGHT TO 2.5 ABOVE THE AFOREMENTIONED SURFACE

 RIGHT ANGLE

CP	COMMON PROPERTY
B	BALCONY (COVERED)
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PC	PLANTER (CP)
ST	STAIRS (CP)
WC	WATER CLOSET (CP)
WG	WINTER GARDEN (COVERED)

NOTES:-

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Surveyor:

SCOTT MACKEDIE
Date: 27/09/2022

Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269091

LGA: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:250

Lengths are in metres.



REGISTERED

18/11/2022

SP102343

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 12 sheets
Office Use Only Registered:  18/11/2022	Office Use Only SP102343	
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1269091	LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND	
This is a freehold Strata Scheme		
Address for Service of Documents 311 HUME HIGHWAY 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, SCOTT MACKEDIE of SDG Pty Ltd Suite 1, 3 Railway Street Baulkham Hills NSW 2153, 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: <i>S. Machedie</i> Date: 27/09/2022 Surveyor ID: SU009201 Surveyor's Reference: 8295 ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Strata Certificate (Registered Certifier) I, Peter Shahatit being a Registered Certifier, registration number BDC3022, 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) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: SC4016 Relevant Planning Approval No.: CDC1711 issued by: Gordon Wren Signature: <i>P. Shahatit</i> Electronic signature affixed by me, Peter Shahatit, dated 15.11.2022 Date: 15.11.2022 ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 12 sheet(s)																																																																																																																																																												
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VALUER'S CERTIFICATE I, Paul Michael Woodbury of woodburyAU 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: Fellow (FAPI)..... Membership number: 68091..... certify that the unit entitlements shown in the schedule herewith were apportioned on 27 October 2022 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015 Signature: <u>PM Woodbury</u> Date <u>27 October 2022</u> * Full name, valuer company name or company address																																																																																																																																																														
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SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 12 sheet(s)
Office Use Only Registered:  18/11/2022	Office Use Only SP102343	

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*

SCHEDULE OF UNIT ENTITLEMENT CONTINUED

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
76	318	115	324	154	271
77	318	116	324	155	399
78	319	117	324	156	334
79	319	118	325	157	335
80	319	119	325	158	334
81	321	120	325	159	336
82	321	121	327	160	336
83	319	122	327	161	345
84	319	123	325	162	273
85	319	124	325	163	400
86	321	125	325	164	335
87	321	126	327	165	336
88	321	127	327	166	335
89	322	128	327	167	337
90	322	129	341	168	337
91	321	130	332	169	347
92	321	131	331	170	274
93	321	132	331	171	401
94	322	133	331	172	337
95	322	134	330	173	337
96	322	135	332	174	336
97	323	136	332	175	338
98	323	137	342	176	338
99	322	138	334	177	348
100	322	139	332	178	275
101	322	140	332	179	402
102	323	141	332	180	338
103	323	142	331	181	338
104	323	143	334	182	337
105	324	144	334	183	339
106	324	145	343	184	339
107	323	146	270	185	349
108	323	147	398	186	276
109	323	148	333	187	403
110	324	149	334	188	339
111	324	150	332	189	339
112	324	151	335	190	338
113	334	152	335	191	341
114	325	153	344	192	341

Surveyor's Reference: 8295

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SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 6 of 12 sheets	
Office Use Only		Office Use Only			
Registered:				18/11/2022	
		SP102343			
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 <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 IT IS INTENDED TO CREATE: 1. EASEMENT FOR SIGNAGE 1.7 WIDE (Z) (LIMITED IN STRATUM) THIS STRATA PLAN CONTAINS A STRATA MANAGEMENT STATEMENT					
Surveyor's Reference: 8295					

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 12 sheets																																																																																																																																																																																																																																																																											
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148	1904	172	2204	196	2504	220	2804	244	3104																																																																																																																																																																																																																																																										
149	1905	173	2205	197	2505	221	2805	245	3105																																																																																																																																																																																																																																																										
150	1906	174	2206	198	2506	222	2806	246	3106																																																																																																																																																																																																																																																										
151	1907	175	2207	199	2507	223	2807	247	3107																																																																																																																																																																																																																																																										
152	1908	176	2208	200	2508	224	2808	248	3108																																																																																																																																																																																																																																																										
153	2001	177	2301	201	2601	225	2901	304	G03																																																																																																																																																																																																																																																										
154	2002	178	2302	202	2602	226	2902																																																																																																																																																																																																																																																												
155	2003	179	2303	203	2603	227	2903																																																																																																																																																																																																																																																												
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157	2005	181	2305	205	2605	229	2905																																																																																																																																																																																																																																																												
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Surveyor's Reference: 8295																																																																																																																																																																																																																																																																			

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 9 of 12 sheets																																																													
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Registered:  18/11/2022		SP102343																																																															
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SCHEDULE OF SUB ADDRESSES No. 6 GILLESPIE STREET, LIVERPOOL NSW 2170 <table><thead><tr><th>LOT No</th><th>Sub Address</th><th>LOT No</th><th>Sub Address</th></tr></thead><tbody><tr><td>249</td><td>101</td><td>263</td><td>403</td></tr><tr><td>250</td><td>102</td><td>264</td><td>404</td></tr><tr><td>251</td><td>103</td><td>265</td><td>501</td></tr><tr><td>252</td><td>104</td><td>266</td><td>502</td></tr><tr><td>253</td><td>201</td><td>267</td><td>503</td></tr><tr><td>254</td><td>202</td><td>268</td><td>504</td></tr><tr><td>255</td><td>203</td><td>269</td><td>601</td></tr><tr><td>256</td><td>204</td><td>270</td><td>602</td></tr><tr><td>257</td><td>301</td><td>271</td><td>603</td></tr><tr><td>258</td><td>302</td><td>272</td><td>604</td></tr><tr><td>259</td><td>303</td><td>273</td><td>701</td></tr><tr><td>260</td><td>304</td><td>274</td><td>702</td></tr><tr><td>261</td><td>401</td><td>275</td><td>703</td></tr><tr><td>262</td><td>402</td><td>276</td><td>704</td></tr></tbody></table>						LOT No	Sub Address	LOT No	Sub Address	249	101	263	403	250	102	264	404	251	103	265	501	252	104	266	502	253	201	267	503	254	202	268	504	255	203	269	601	256	204	270	602	257	301	271	603	258	302	272	604	259	303	273	701	260	304	274	702	261	401	275	703	262	402	276	704
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SCHEDULE OF SUB ADDRESSES No. 4 HOXTON PARK ROAD, LIVERPOOL NSW 2170 <table><thead><tr><th>LOT No</th><th>Sub Address</th><th>LOT No</th><th>Sub Address</th></tr></thead><tbody><tr><td>1</td><td>604</td><td>287</td><td>302</td></tr><tr><td>2</td><td>605</td><td>288</td><td>303</td></tr><tr><td>3</td><td>601</td><td>289</td><td>304</td></tr><tr><td>4</td><td>702</td><td>290</td><td>305</td></tr><tr><td>5</td><td>703</td><td>291</td><td>301</td></tr><tr><td>6</td><td>704</td><td>292</td><td>402</td></tr><tr><td>7</td><td>705</td><td>293</td><td>403</td></tr><tr><td>8</td><td>701</td><td>294</td><td>404</td></tr><tr><td>277</td><td>102</td><td>295</td><td>405</td></tr><tr><td>278</td><td>103</td><td>296</td><td>401</td></tr><tr><td>279</td><td>104</td><td>297</td><td>502</td></tr><tr><td>280</td><td>105</td><td>298</td><td>503</td></tr><tr><td>281</td><td>101</td><td>299</td><td>504</td></tr><tr><td>282</td><td>202</td><td>300</td><td>505</td></tr><tr><td>283</td><td>203</td><td>301</td><td>501</td></tr><tr><td>284</td><td>204</td><td>302</td><td>602</td></tr><tr><td>285</td><td>205</td><td>303</td><td>603</td></tr><tr><td>286</td><td>201</td><td></td><td></td></tr></tbody></table>				LOT No	Sub Address	LOT No	Sub Address	1	604	287	302	2	605	288	303	3	601	289	304	4	702	290	305	5	703	291	301	6	704	292	402	7	705	293	403	8	701	294	404	277	102	295	405	278	103	296	401	279	104	297	502	280	105	298	503	281	101	299	504	282	202	300	505	283	203	301	501	284	204	302	602	285	205	303	603	286	201		
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Office Use Only		Office Use Only			
Registered:				18/11/2022	
		SP102343			
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EXECUTED by Victoria 88 Pty Ltd ACN 640 766 070 in accordance with s127 of the Corporations Act 2001)))))  Andrew Hrsto Sole Director/Secretary EXECUTED by Liverpool Family Pty Ltd ACN 626 100 016 in accordance with s127 of the Corporations Act 2001)))))  George Tadrosse Sole Director/Secretary					
Surveyor's Reference: 8295					

SCHEDULE OF REFERENCE MARKS				
MARK #	BEARING	DISTANCE	FROM	STATE
A	281°19'30"	3.16	DHW	Found (now gone)
B	323°34'	0.96	DHW	Placed
C	191°04'50"	7.165	DHW	Found (now gone)
D	282°34'30"	8.205	DHW	Found (now gone)
E	189°56'	3.54	DHW	Found
F	100°06'45"	1.43	DHW	Found (now gone)
G	93°28'	4.545	DHW	Placed
H	76°02'	4.495	DHW	Found (now gone)
I	88°47'30"	4.215	DHW	Found (now gone)
J	99°28'30"	4.195	DHW	Placed
K	128°19'45"	5.465	DHW	Placed
L	83°30'30"	4.31	DHW	Found
M	122°15'	4.52	DHW	Found

AREA TABLE		
	LOT 1	LOT 2
BASEMENT 3 & BELOW	4630m²	4630m²
BASEMENT 2	4630m²	-
BASEMENT 1	4176m²	454m²
GROUND LEVEL	3587m²	1043m²
LEVEL 1	4037m²	593m²
LEVEL 2 & ABOVE	4630m²	4630m²
THE AREAS FOR PART LOTS 1 AND 2 ARE SHOWN FOR INFORMATION PURPOSES ONLY		

TOTAL FOOTPRINT AREAS	
LOT 1	4630m²
LOT 2	1340m²

SCHEDULE OF SHORT LINES		
#	BEARING	DISTANCE
1	352°20'15"	4.19
2	322°24'15"	3.96
3	292°39'20"	3.96

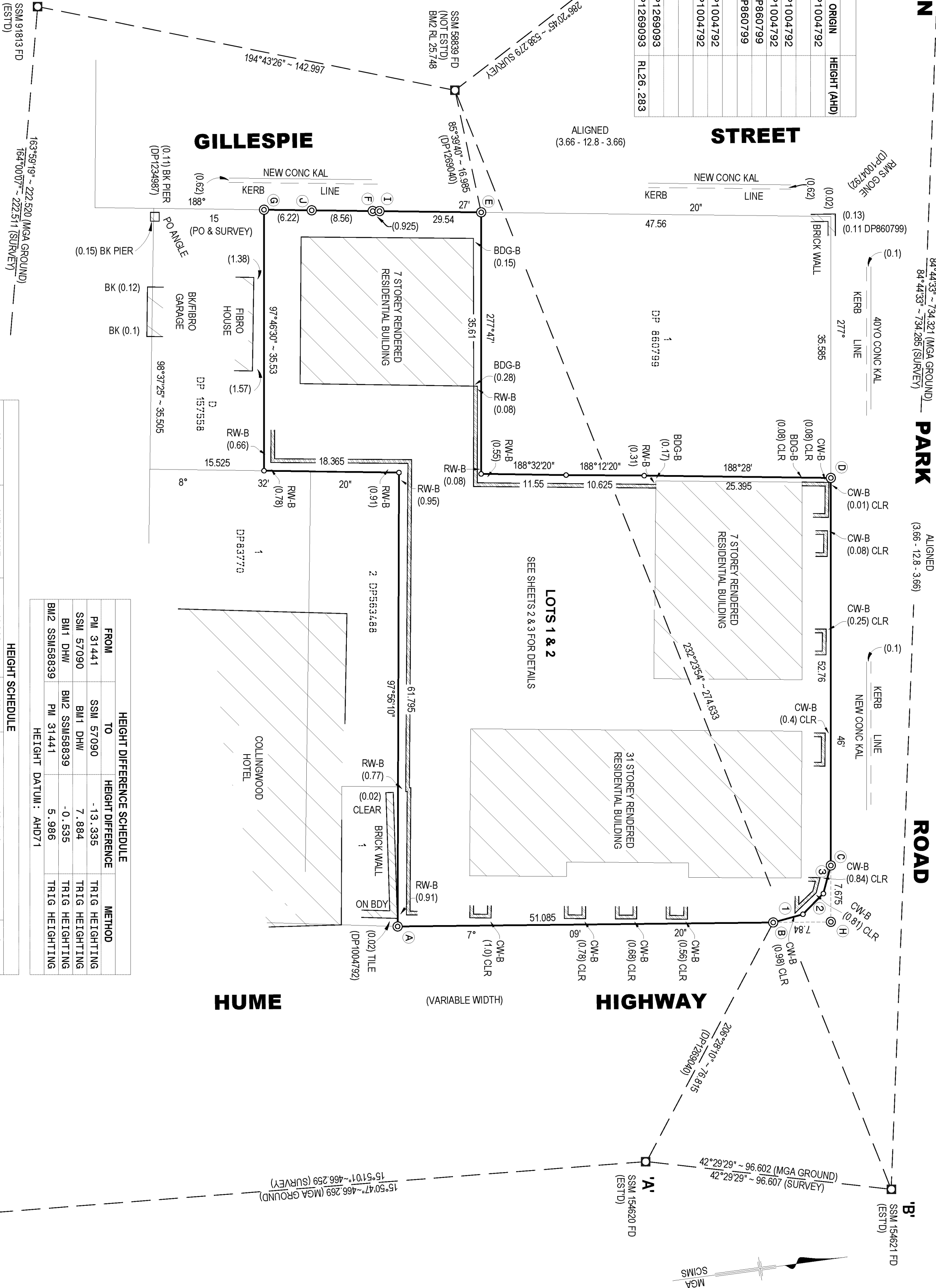
B denotes BOUNDARY
BK denotes BRICK
KAL denotes KERBS AS LAID
BDG denotes BUILDING
RW denotes RENDERED WALL
CW denotes CONCRETE WALL
CLR denotes CLEAR

EASEMENTS AFFECTING THE WHOLE OF THE LAND:

- EASEMENT FOR SUPPORT AND SHELTER
- EASEMENT FOR SERVICES
- EASEMENT FOR FUTURE SERVICES
- EASEMENT FOR EMERGENCY EGRESS
- EASEMENT TO ACCESS SHARED FACILITIES
- EASEMENT FOR DRAINAGE

NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT REPRODUCED ON THE REMAINING SHEETS

COORDINATE SCHEDULE				
Mark	MGA Easting	MGA Northing	Class	PU
PM 31441	307 440.295	6 243 380.105	B	N/A
SS 57090	306 898.697	6 243 883.795	D	N/A
SS 58839	307 415.3	6 243 732.3	E	N/A
SS 91813	307 378.915	6 243 594.003	D	N/A
SS 154620	307 567.620	6 243 828.676	B	N/A
SS 154621	307 632.876	6 243 899.912	B	N/A
DATE OF SCIMS COORDINATES: 03-08-2022				
MGA ZONE: 56				



HEIGHT SCHEDULE				
Mark	AHD VALUE	CLASS	LU	Method
PM 31441	31.734	LB	0.01	SCIMS ADOPTED
SSM 57090	18.411	LB	0.02	FROM SCIMS - DATUM VALIDATION
BM1 DHW	26.283	B	N/A	PLACED
BM2 SSM 58839	25.748	B	N/A	PLACED
DATE OF SCIMS VALUES: 09-03-2022				
HEIGHT DATUM: AHD71				

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 31441	SSM 57090	-13.335	TRIG HEIGHTING
SSM 57090	BM1 DHW	7.884	TRIG HEIGHTING
BM1 DHW	BM2 SSM58839	-0.535	TRIG HEIGHTING
BM2 SSM58839	PM 31441	5.986	TRIG HEIGHTING
HEIGHT DATUM: AHD71			

Surveyor: SCOTT MACKEDIE
Date: 06/09/2022
Surveyor's Ref: 8235

PLAN OF SUBDIVISION OF LOT 1 IN DP1269040

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

REGISTERED
28/10/2022

DP1269091

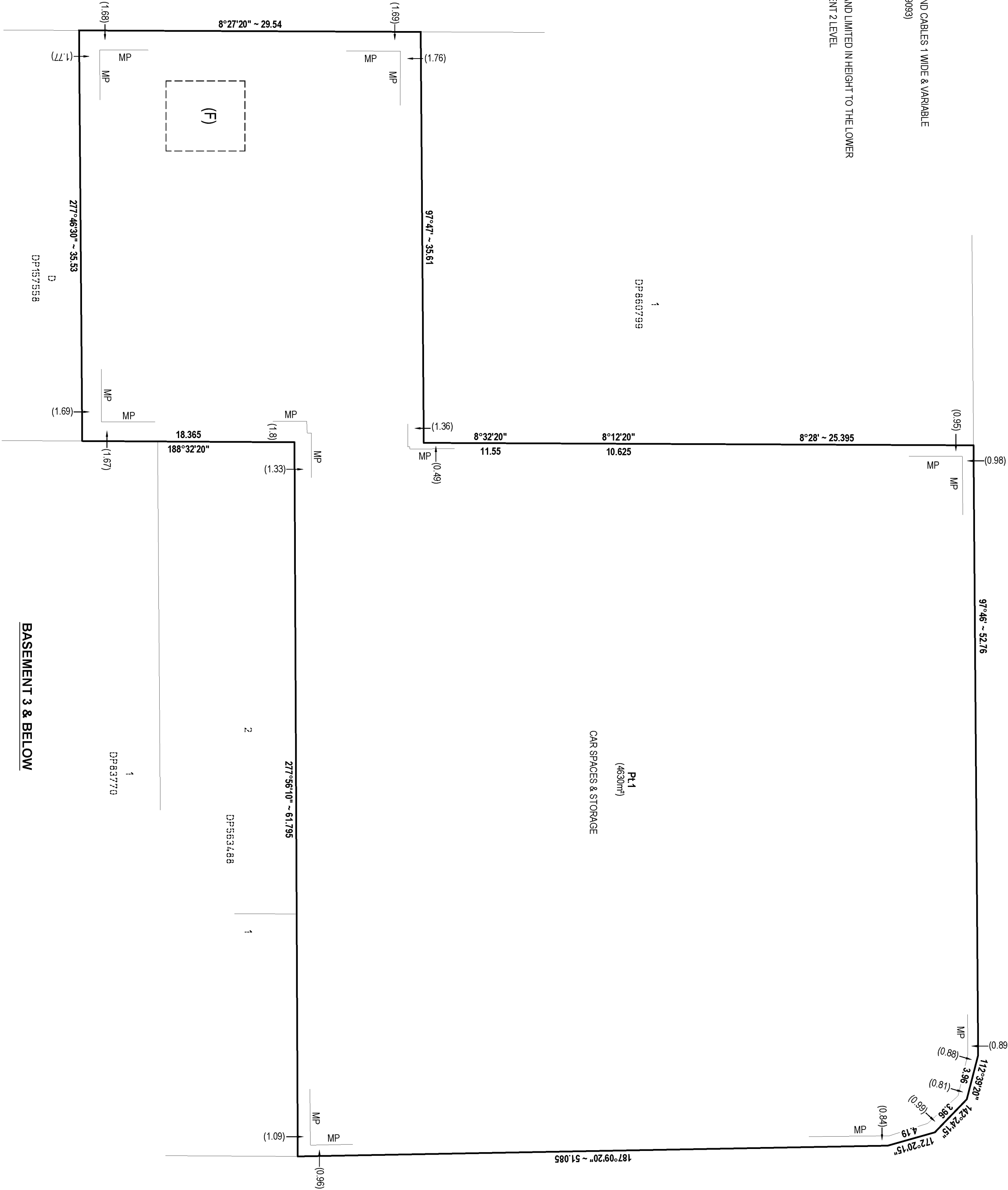
HOXTON PARK ROAD

EXISTING EASEMENTS

(F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE
(LIMITED IN STRATUM) (DP1269093)

MP DENOTES METAL PANNELLING

PART LOT 1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER
LIMIT OF PART LOT 1 AT THE BASEMENT 2 LEVEL



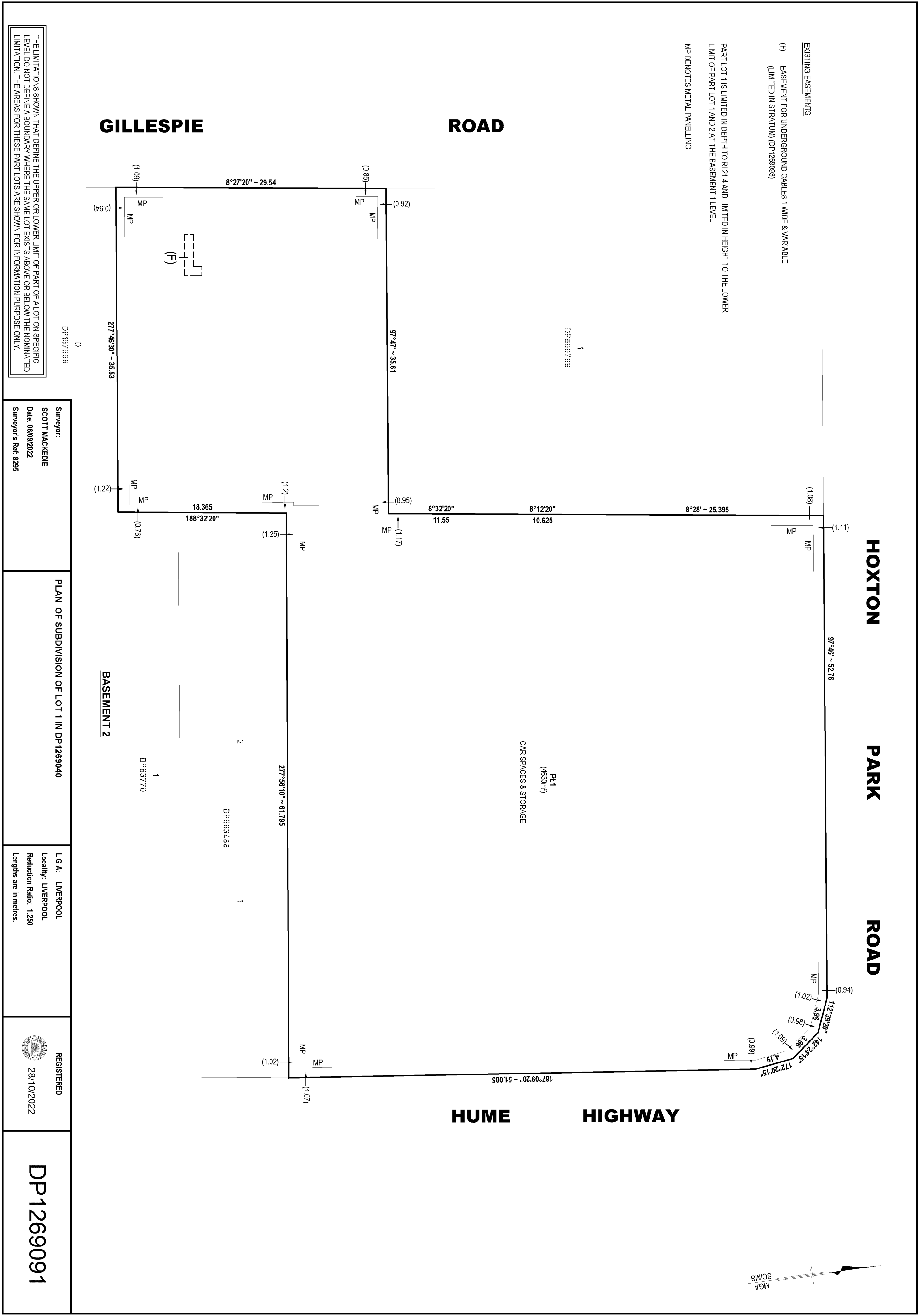
GILLESPIE ROAD

ROAD

HUME HIGHWAY

THE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON SPECIFIC
LEVEL, DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED
LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSE ONLY.

Surveyor: SCOTT MACKEDIE Date: 06/09/2022 Surveyor's Ref: 8295	PLAN OF SUBDIVISION OF LOT 1 IN DP1269040	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:250 Lengths are in metres.	REGISTERED 28/10/2022	DP1269091
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- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (LIMITED IN STRUTUM)
- (B) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM)
- (C) EASEMENT TO ACCESS GREASE ARRESTOR ROOM VARIABLE WIDTH (LIMITED IN STRUTUM)
- (D) EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN STRUTUM)

PART LOT 2 IS LIMITED IN DEPTH TO THE DEPTH LIMITATIONS SHOWN
AS D4 AND LIMITED IN HEIGHT TO THE LOWER LIMITS AT THE GROUND LEVEL

EASEMENTS (A), (B) AND (E) ARE LIMITED IN DEPTH TO THE DEPTH LIMITATIONS SHOWN AND ARE LIMITED IN HEIGHT TO 3 ABOVE THE AFOREMENTIONED DEPTH LIMITATIONS. LIMITS NOTED OTHERWISE

EASEMENT (L) IS LIMITED IN DEPTH TO THE DEPTH LIMITATION SHOWN AND IS LIMITED IN HEIGHT TO THE RESPECTIVE DEPTH LIMITATION OF LOT 1 AT THE GROUND FLOOR LEVEL

NOTE 1: EASEMENT (B) IN THIS DESIGNATION IS LIMITED IN HEIGHT TO RL 30.52
NOTE 2: EASEMENT (B) IN THIS DESIGNATION IS LIMITED IN HEIGHT TO RL 31.72

IP DENOTES INCLINED PLANE

DENOTES CONCRETE COLUMN

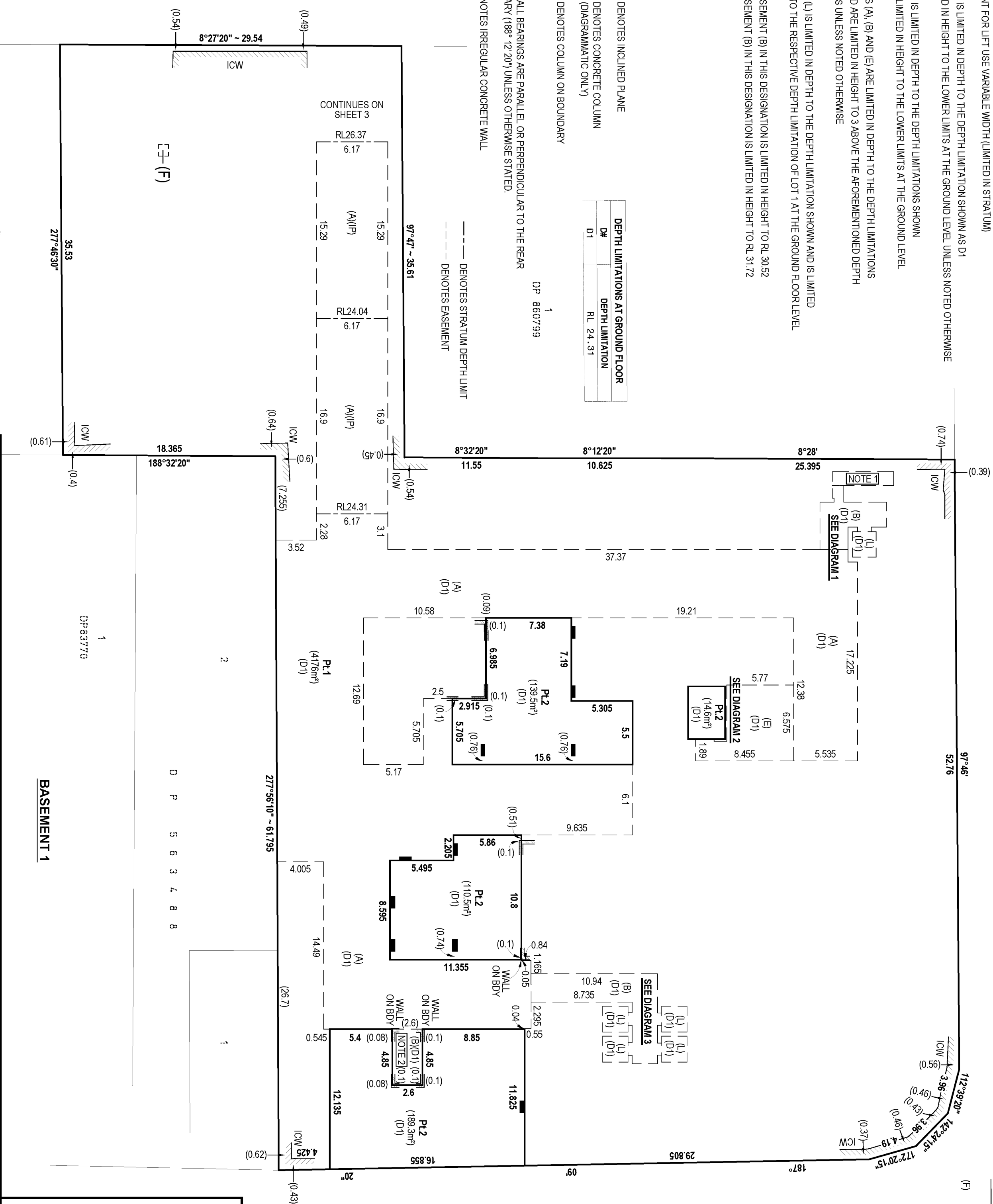
DEPTH LIMITATIONS AT GROUND FLOOR	
D#	DEPTH LIMITATION
D1	RL 24.31

DENOTES COLEMAN ON BOUNDARY

ICW DENOTES IRREGULAR CONCRETE WALL

--- DENOTES STRATUM DEPTH LIMIT
 --- DENOTES EASEMENT

GILLESPIE



(F) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (LIMITED IN STRATUM) (DP1269093)

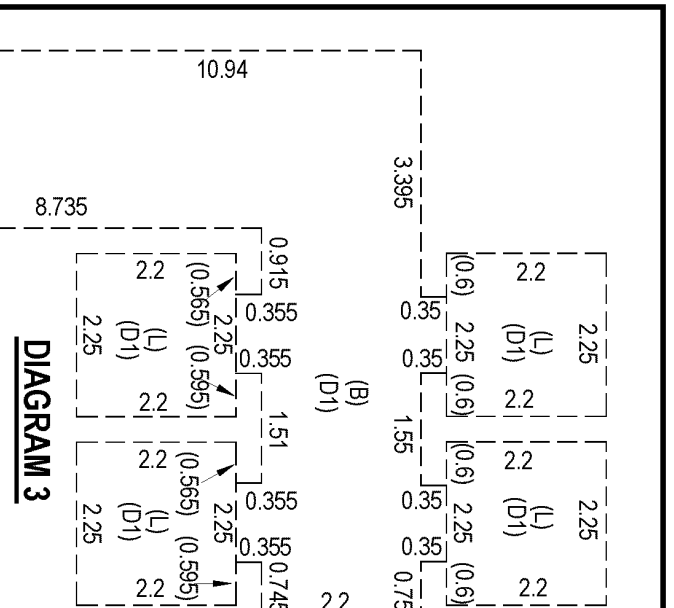


DIAGRAM 3

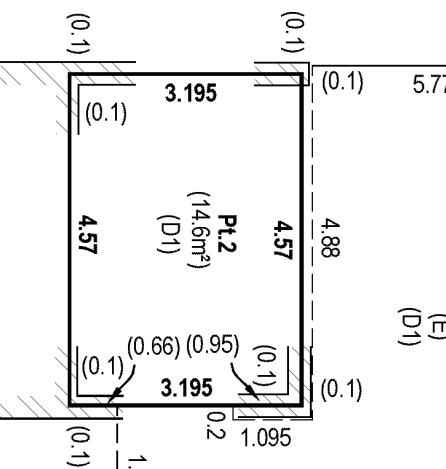


DIAGRAM 2

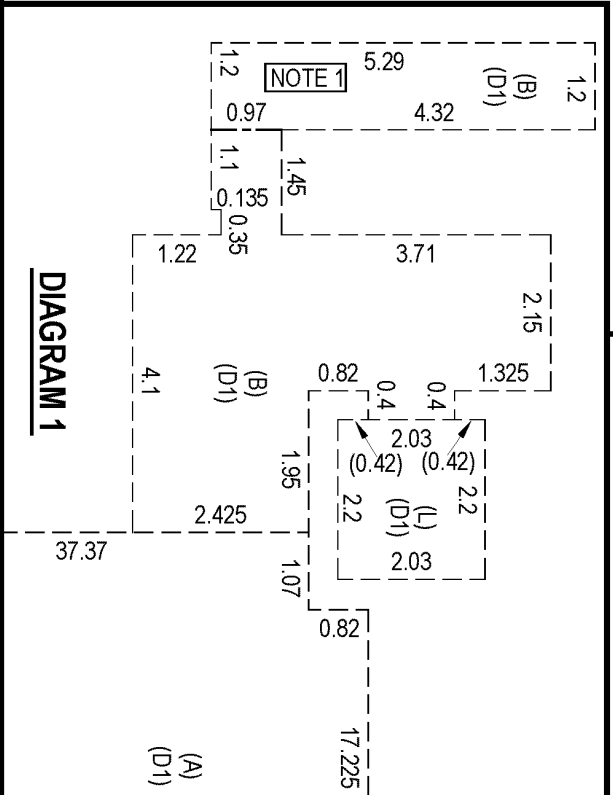


DIAGRAM 1

THE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON SPECIFIC LEVEL DO NOT DENIE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSE ONLY.

Surveyor:
SCOTT MACKEDIE
Date: 06/09/2022
Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269040

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:256
Lengths are in metres.

REGISTERED

28/10/2022

DP1269091

CREATED EASEMENTS:

- (A) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (LIMITED IN STRATUM)
- (B) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (C) EASEMENT TO ACCESS GARAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM)
- (D) EASEMENT FOR ACCESS FOR GARAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
- (E) EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN STRATUM)

EASEMENT (A) IS LIMITED IN DEPTH TO THE DEPTH LIMITATION SHOWN AND LIMITED IN HEIGHT TO 3 ABOVE THIS DEPTH LIMITATION

EASEMENTS (B) AND (C) ARE LIMITED IN DEPTH TO THE DEPTH LIMITATIONS SHOWN AND ARE LIMITED IN HEIGHT TO 2.4 METRES ABOVE THE AFOREMENTIONED DEPTH LIMITATIONS UNLESS OTHERWISE NOTED

EASEMENT (D) IS LIMITED IN DEPTH TO THE DEPTH LIMITATIONS SHOWN AND LIMITED IN HEIGHT TO 4.4 ABOVE THE AFOREMENTIONED DEPTH LIMITATIONS

EASEMENT (F) IS LIMITED IN DEPTH TO THE DEPTH LIMITATION SHOWN AND LIMITED IN HEIGHT TO RL 31.1

EASEMENT (L) IS LIMITED IN DEPTH TO THE DEPTH LIMITATIONS SHOWN AND LIMITED IN HEIGHT TO 3 ABOVE THE AFOREMENTIONED DEPTH LIMITATIONS

PART LOT 1 IS LIMITED IN DEPTH TO THE DEPTH LIMITATION SHOWN AS (GD2) UNLESS OTHERWISE NOTED AND IS LIMITED IN HEIGHT TO RL 31.50

PART LOT 2 IS LIMITED IN HEIGHT TO RL 31.50 UNLESS OTHERWISE NOTED AND IS LIMITED IN DEPTH TO THE LIMITATIONS SHOWN

- NOTE 5: PART LOT 2 IS LIMITED IN HEIGHT TO RL 31.20
- NOTE 6: PART LOT 1 IS UNLIMITED IN HEIGHT TO RL 30.52
- NOTE 7: EASEMENT B IS LIMITED IN HEIGHT TO RL 31.72
- NOTE 8: EASEMENT B IS LIMITED IN HEIGHT TO RL 31.72

--- DENOTES STRATUM DEPTH LIMIT

--- DENOTES EASEMENT

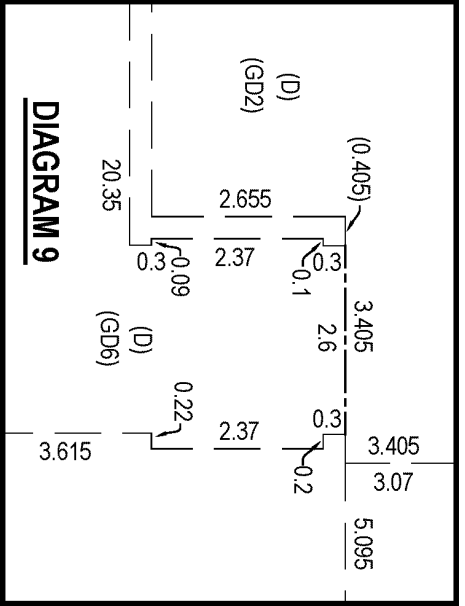
IP DENOTES INCLINED PLANE

BOG DENOTES GROUND FLOOR RENDERED BUILDING

B DENOTES BOUNDARY

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO THE REAR BOUNDARY (188° 12' 20") UNLESS OTHERWISE STATED.

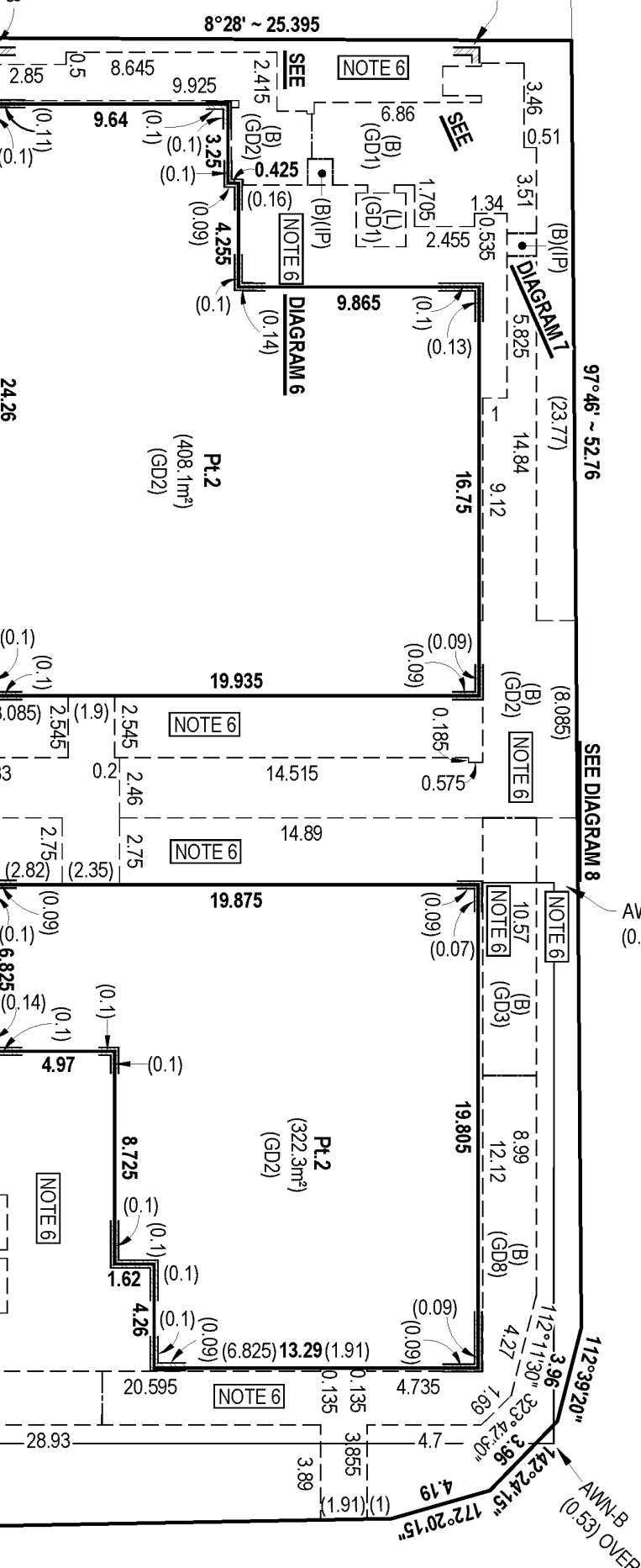
GD#	DEPTH LIMITATION
GD1	RL 27.45
GD2	RL 27.90
GD3	RL 28.20
GD4	RL 27.99
GD5	RL 28.66
GD6	RL 26.70
GD7	RL 26.37
GD8	RL 28.40
GD9	RL 28.60
GD10	RL 28.50



HOXTON

PARK

ROAD



STREET

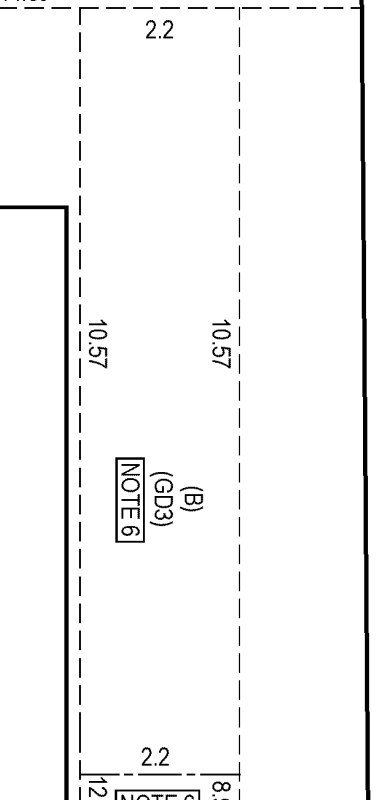
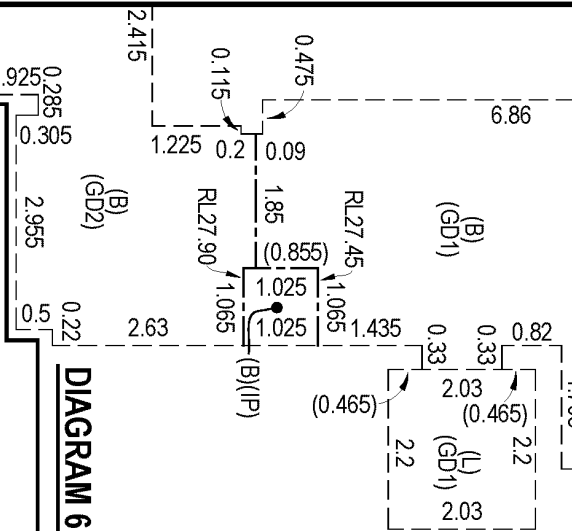
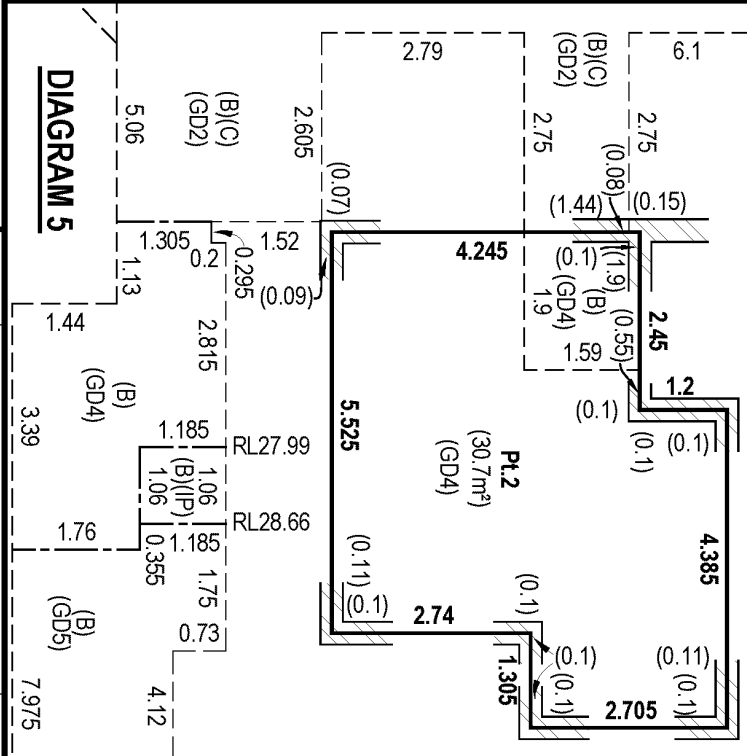
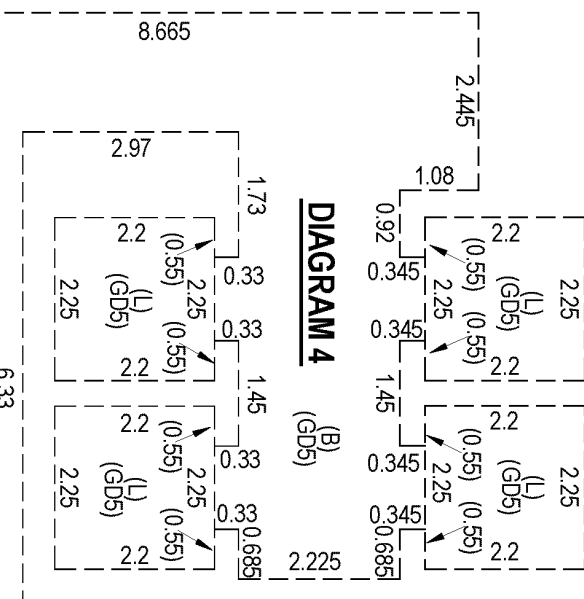
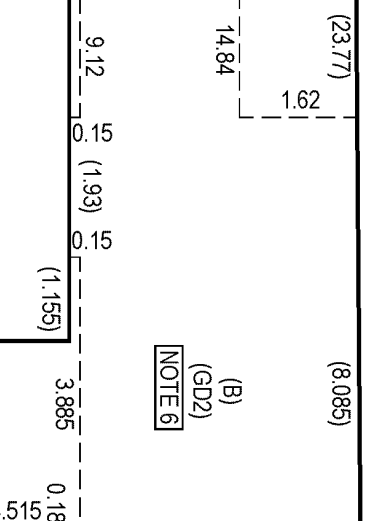
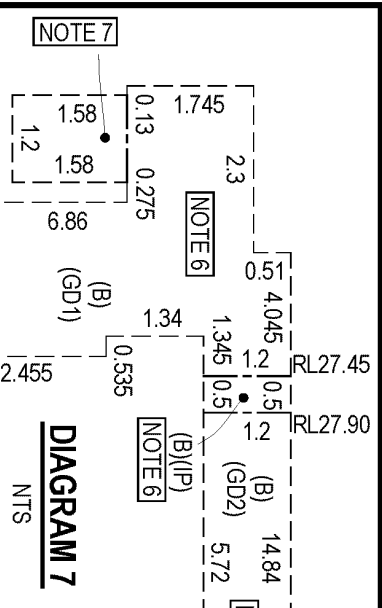
HUME

HIGHWAY

EXISTING EASEMENTS

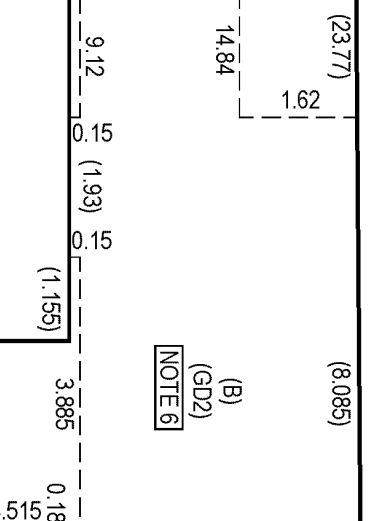
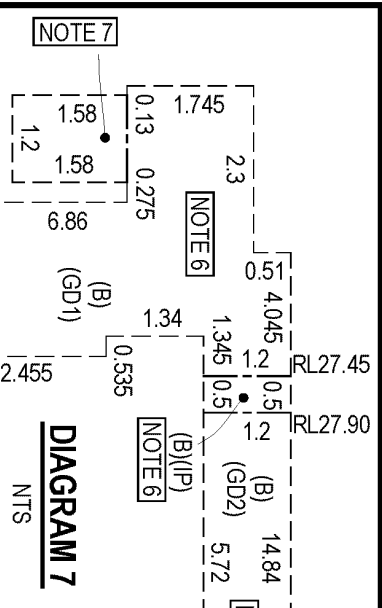
- (G) EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) (DP1269093)
- (H) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM) (DP1269093)
- (I) RIGHT OF ACCESS 9.485 WIDE (LIMITED IN STRATUM) (DP1269093)

DIAGRAM 8



GILLESPIE

GROUND FLOOR



THE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON SPECIFIC LEVEL, DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSE ONLY.

Surveyor:
SCOTT MACKEDIE
Date: 06/09/2022
Surveyor's Ref: 8295

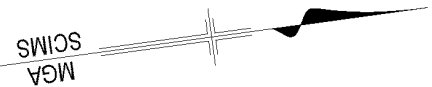
PLAN OF SUBDIVISION OF LOT 1 IN DP1269040

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:250
Lengths are in metres.



DP1269091

HOXTON PARK ROAD



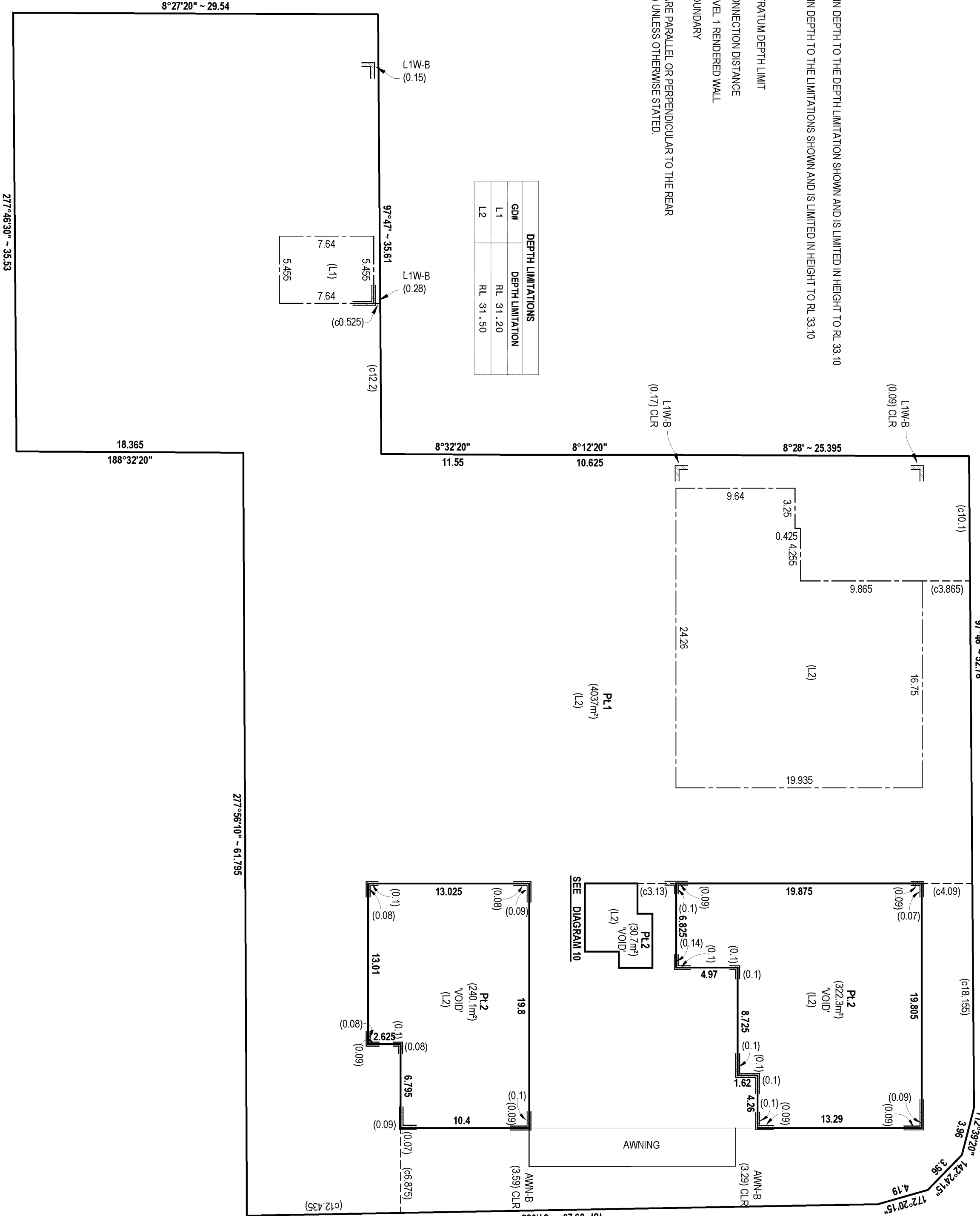
PART LOT 1 IS LIMITED IN DEPTH TO THE DEPTH LIMITATION SHOWN AND IS LIMITED IN HEIGHT TO RL 33.10
PART LOT 2 IS LIMITED IN DEPTH TO THE LIMITATIONS SHOWN AND IS LIMITED IN HEIGHT TO RL 33.10

- DENOTES STRATUM DEPTH LIMIT
- (####) DENOTES CONNECTION DISTANCE
- L1W DENOTES LEVEL 1 RENDERED WALL
- B DENOTES BOUNDARY

NOTE: ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO THE REAR BOUNDARY (188° 12' 20") UNLESS OTHERWISE STATED.

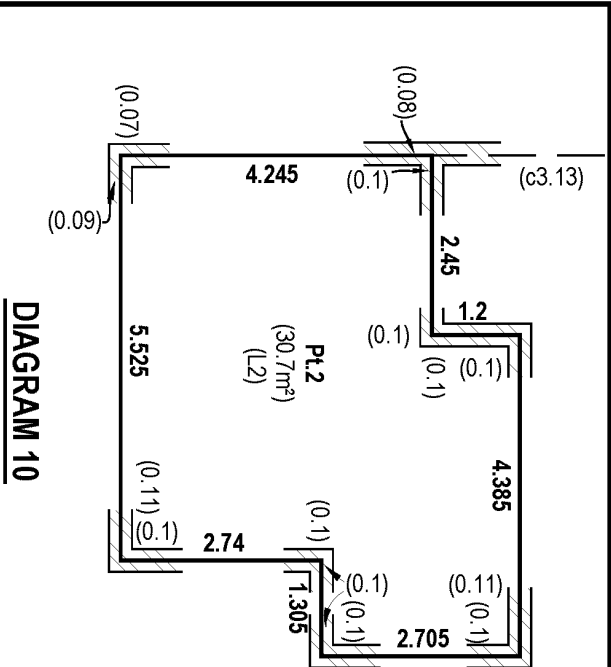
DEPTH LIMITATIONS	
GP#	DEPTH LIMITATION
L1	RL 31.20
L2	RL 31.50

GILLESPIE STREET



HUME HIGHWAY

LEVEL 1



THE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON SPECIFIC LEVEL, DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION. THE AREAS FOR THESE PART LOTS ARE SHOWN FOR INFORMATION PURPOSE ONLY.

Surveyor: SCOTT MACKEDIE
Date: 06/09/2022
Surveyor's Ref: 8295

PLAN OF SUBDIVISION OF LOT 1 IN DP1269040

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:250
Lengths are in metres.

REGISTERED
28/10/2022

DP1269091

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  28/10/2022 Title System: TORRENS	Office Use Only DP1269091
PLAN OF SUBDIVISION OF LOT 1 IN DP 1269040	LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND
Survey Certificate I, SCOTT MACKEDIE of SDG PTY LTD P.O. Box 2572, NORTH PARRAMATTA 1750 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 06/09/2022 *(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>, 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: <i>S. Machedie</i> Dated: 06/09/2022 Surveyor Identification No: SU009201 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, <i>STEPHEN MONTE</i> *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 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: <i>S. Monte</i> Registration number: Consent Authority: <i>LIVERPOOL CITY COUNCIL</i> Date of endorsement: <i>27-09-2022</i> Subdivision Certificate number: <i>SC-125/2022</i> File number: <i>DA-429/2022</i> *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP1269040	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 8295	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 sheet(s)
Registered:  28/10/2022	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 IN DP 1269040		DP1269091
Subdivision Certificate number: <u>SC-125/2022</u> Date of Endorsement: <u>27-09-2022</u>		
This sheet is for the provision of the following information as required: • 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.		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) 2) EASEMENT FOR SERVICES (WHOLE OF LOT) 3) EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) 4) EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) 5) EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) 6) EASEMENT FOR DRAINAGE (WHOLE OF LOT) 7) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (A) 8) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B) 9) EASEMENT TO ACCESS GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (C) 10) EASEMENT FOR ACCESS FOR GARBAGE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (D) 11) EASEMENT TO ACCESS GREASE ARRESTOR ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (E) 12) EASEMENT FOR LIFT USE VARIABLE WIDTH (LIMITED IN STRATUM) (L) 13) RESTRICTION ON THE USE OF LAND 14) POSITIVE COVENANT		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 8295		

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:



28/10/2022

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1269040

DP1269091

Subdivision Certificate number: SC-125/2022

Date of Endorsement: 27-09-2022

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

- 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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1				Liverpool
2				Liverpool

"STREET ADDRESSES NOT AVAILABLE"

EXECUTED by
VICTORIA 88 Pty Ltd
ACN 640 766 070
in accordance with s127 of
the Corporations Act 2001

Andrew Hrsto
Sole Director/Secretary

EXECUTED by
LIVERPOOL FAMILY Pty Ltd
ACN 626 100 016
in accordance with s127 of
the Corporations Act 2001

George Tadrosse
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8295

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



28/10/2022

Office Use Only

Office Use Only

DP1269091

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1269040

Subdivision Certificate number: SC-125/2022

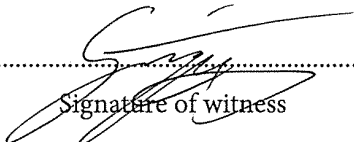
Date of Endorsement: 27-09-2022

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

- 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.

Consent of Mortgagee – AR44966

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:


.....
Signature of witness

ROBERT GRAJCZYK

.....
Name

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney
.....

Address of witness


.....
Signature of attorney

MATTHEW WAITE

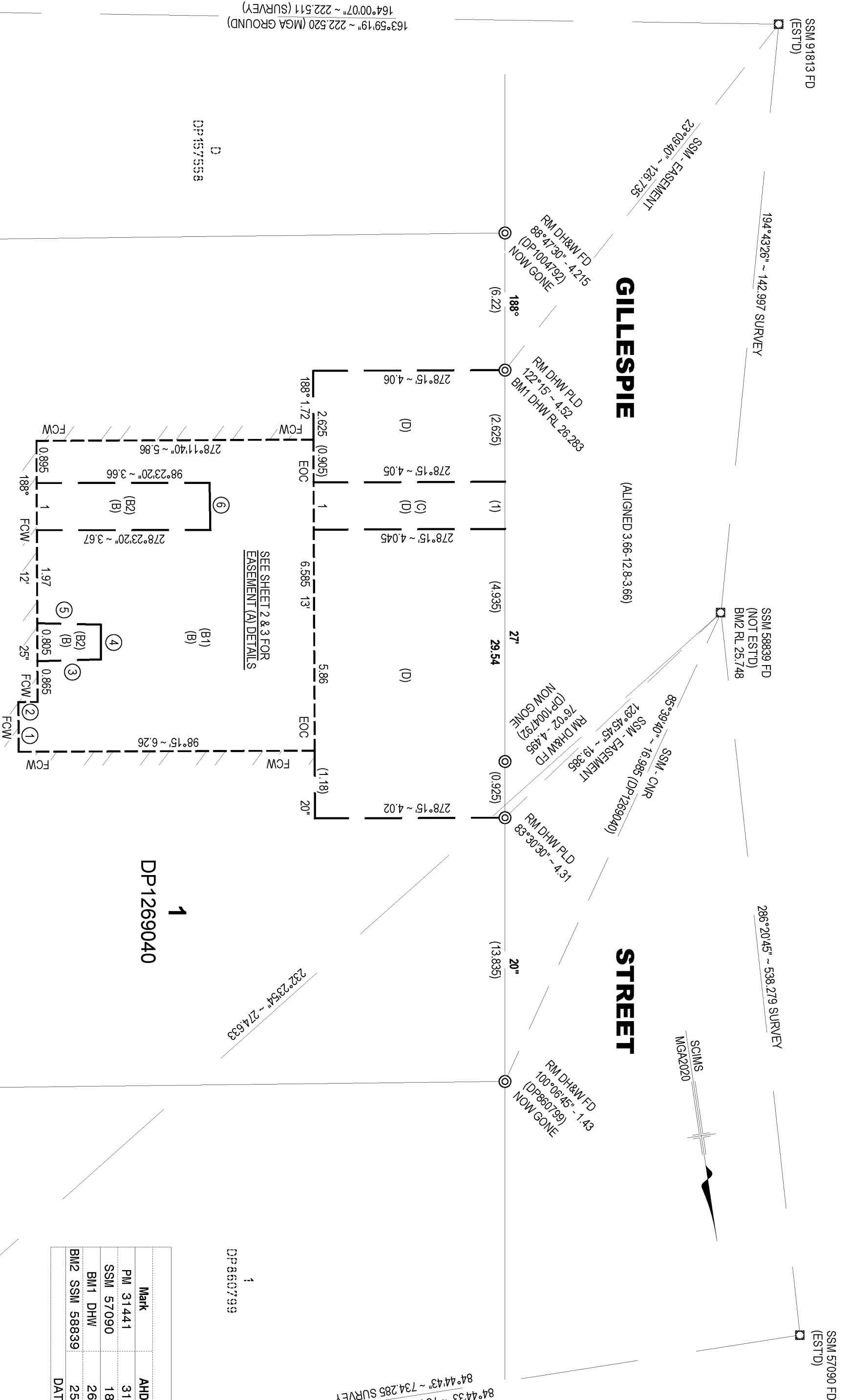
.....
Name

Book 4796 No 690
.....

Power of attorney registration details

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8295



GILLESPIE

STREET

- (A) EASEMENT FOR UNDERGROUND CABLES 1 WIDE & VARIABLE (LIMITED IN STRATUM)
(B) EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM)
(D) RIGHT OF ACCESS 9.485 WIDE (LIMITED IN STRATUM)

EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (B) IS LIMITED IN DEPTH TO DEPTH LIMITATIONS B1 AND B2 AS SHOWN AND IS LIMITED IN HEIGHT TO 30.94

EASEMENT FOR UNDERGROUND CABLES 1 WIDE (C) IS LIMITED IN HEIGHT TO 28.4 AND LIMITED IN DEPTH TO 25

RIGHT OF ACCESS 9.485 WIDE (D) IS LIMITED IN HEIGHT TO 30.94 AND LIMITED IN DEPTH TO 24.2

LEGEND

FCW - FACE OF CONCRETE WALL
EOC - EDGE OF CONCRETE SLAB

DEPTH LIMITATIONS FOR (B)	
(B1)	28.56
(B2)	25.27

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 31441	SSM 57090	-13.335	TRIG HEIGHTING
SSM 57090	BM1 DHW	7.884	TRIG HEIGHTING
BM1 DHW	BM2 SSM58839	-0.535	TRIG HEIGHTING
BM2 SSM58839	PM 31441	5.986	TRIG HEIGHTING

HEIGHT DATUM: AHD71

HEIGHT SCHEDULE			
Mark	AHD VALUE	CLASS	LU
PM 31441	31.734	LB	0.01
SSM 57090	18.411	LB	0.02
BM1 DHW	26.283	B	N/A
BM2 SSM 58839	25.748	B	N/A

DATE OF SCIMS VALUES: 09-03-2022

HEIGHT DATUM: AHD71

SCHEDULE OF SHORT LINES		
No.	BEARING	DISTANCE
1	188° 08' 20"	1.05
2	98° 12' 25"	0.405
3	96° 54' 55"	1.34
4	188° 46' 45"	0.735
5	99° 42' 40"	1.35
6	187° 33' 20"	1

COORDINATE SCHEDULE				
Mark	MGA Easting	MGA Northing	Class	PU
PM 31441	307 440.295	6 243 380.105	B	N/A
SS 57090	306 898.697	6 243 883.795	D	N/A
SS 58839	307 415.3	6 243 732.3	E	N/A
SS 91813	307 378.915	6 243 594.003	D	N/A
SS 154620	307 567.620	6 243 828.676	B	N/A
SS 154621	307 632.876	6 243 899.912	B	N/A

COMBINED SCALE FACTOR 1.000048

MGA ZONE: 56

MGA DATUM: GDA2020

Surveyor:
SCOTT MACKEDIE
Date: 14/07/2022

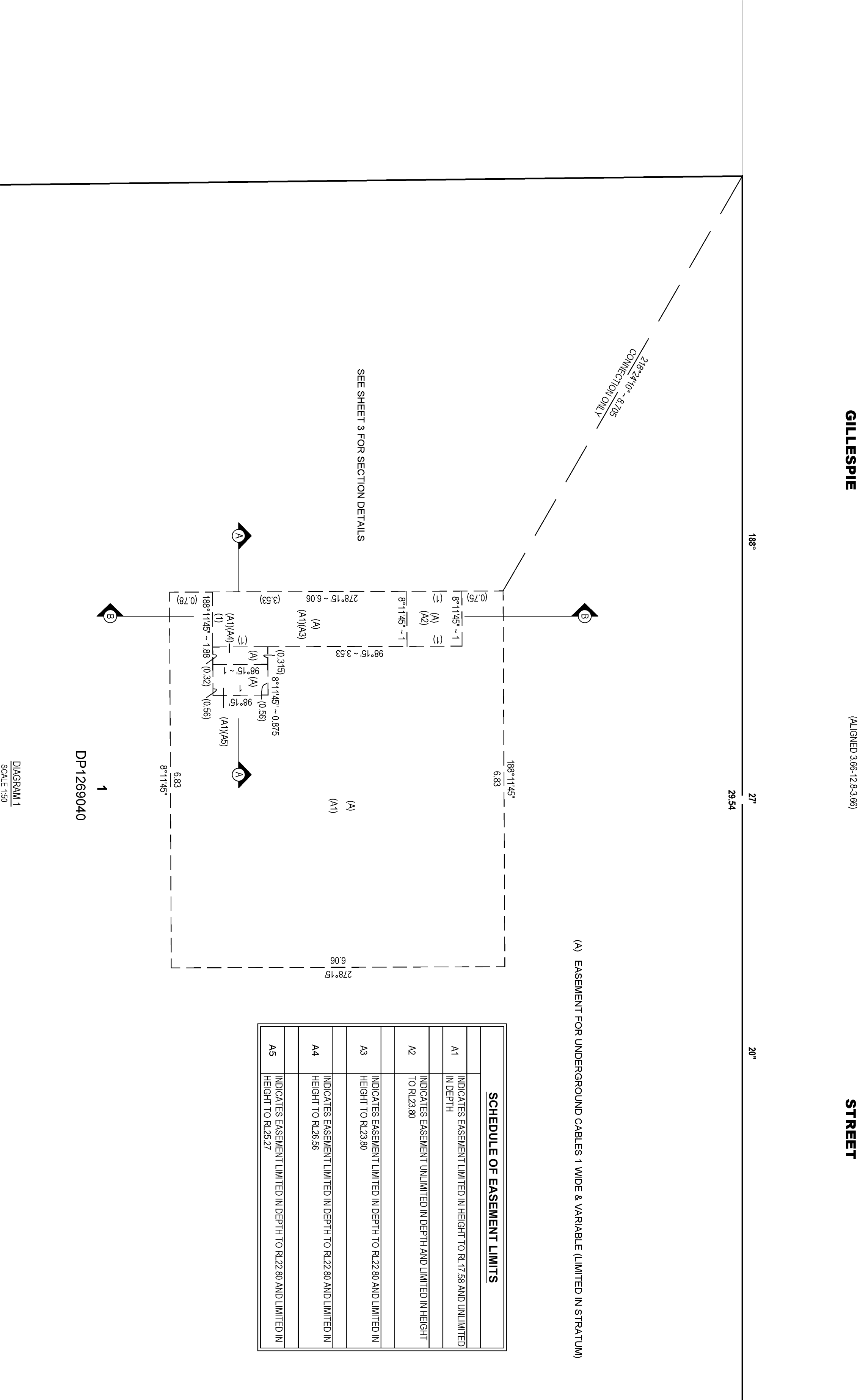
PLAN OF EASEMENTS WITHIN LOT 1 IN DP 1269040

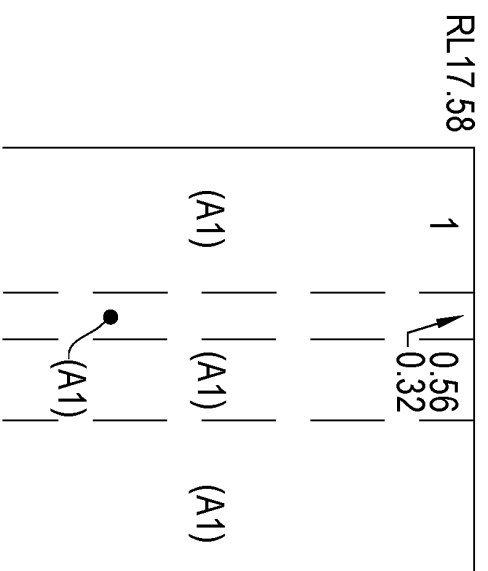
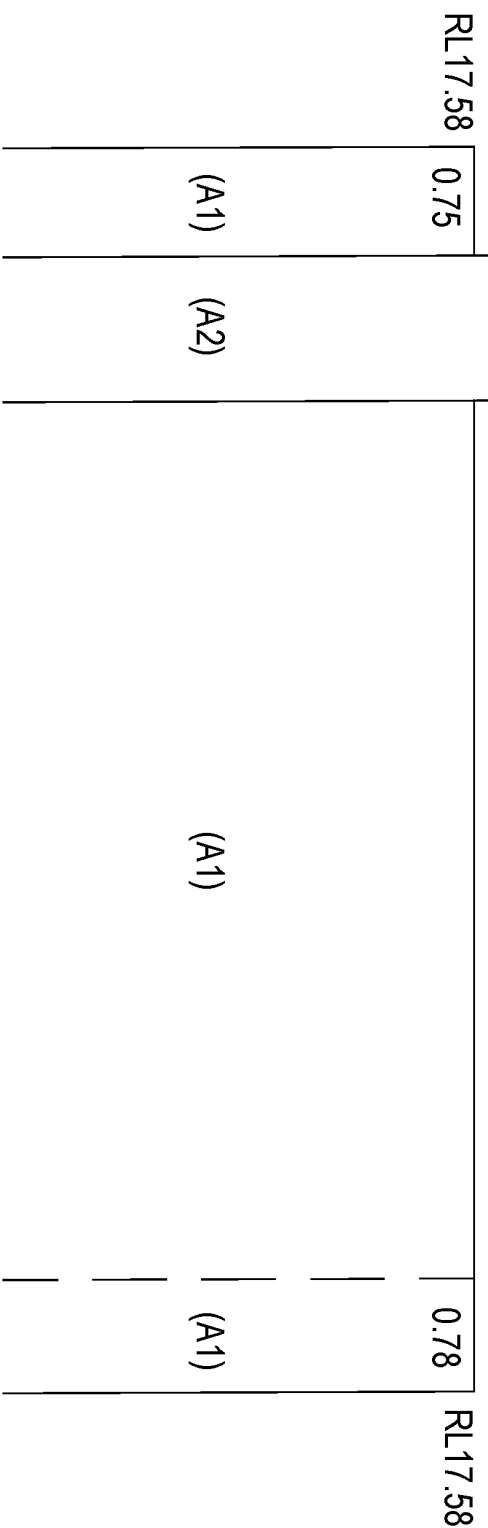
L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio 1:75
Lengths are in metres.



REGISTERED
11/10/2022

DP1269093





SECTION B-B

SECTION A-A

Surveyor: SCOTT MACKEDIE Date: 14/07/2022 Surveyor's Ref: 8295	PLAN OF EASEMENTS WITHIN LOT 1 IN DP 1269040	L G A: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:50 Lengths are in metres.	REGISTERED 11/10/2022	DP1269093
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PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  11/10/2022 Title System: TORRENS		Office Use Only DP1269093	
PLAN OF EASEMENTS WITHIN LOT 1 IN DP 1269040		LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND	
Survey Certificate I, SCOTT MACKEDIE of SDG PTY LTD P.O. Box 2572, NORTH PARRAMATTA 1750 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 14/07/2022 or *(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>, 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: A-B Type: *Urban/*Rural The terrain is *Level-Undulating/*Steep-Mountainous. Signature:  Dated: 15/08/2022 Surveyor Identification No: SU009201 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. DP1269040		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 8295		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
Registered: Office Use Only PLAN OF EASEMENTS WITHIN LOT 1 IN DP 1269040 Subdivision Certificate number: Date of Endorsement:	Office Use Only DP1269093 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 UNDERGROUND CABLES 1 WIDE AND VARIABLE (LIMITED IN STRATUM) (A) 2. EASEMENT FOR INDOOR SUBSTATION VARIABLE WIDTH (LIMITED IN STRATUM) (B) 3. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (LIMITED IN STRATUM) (C) 4. RIGHT OF ACCESS 9.485 WIDE (LIMITED IN STRATUM) (D) EXECUTED by) VICTORIA 88 Pty Ltd) ACN 640 766 070) in accordance with s127 of) the Corporations Act 2001) EXECUTED by) LIVERPOOL FAMILY Pty Ltd) ACN 626 100 016) in accordance with s127 of) the Corporations Act 2001) Andrew Hrsto Sole Director/Secretary George Tadrosse Sole Director/Secretary If space is insufficient use additional annexure sheet		
Surveyor's Reference: 8295		

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



11/10/2022

Office Use Only

Office Use Only

PLAN OF

EASEMENTS WITHIN LOT 1 IN DP 1269040

DP1269093

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) *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.

Consent of Mortgagee – AR44966

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:

.....
Signature of witness

ROBERT GRAJCZYK
.....
Name

LEVEL 37
1 FARRER PL SYDNEY
.....
Address of witness

.....
Signature of attorney

MATTHEW WAITE
.....
Name

Book 4796 No 690
.....
Power of attorney registration details

If space is insufficient use additional annexure sheet

Surveyor's Reference: 8295

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 16 sheets)

Plan: DP1269091

Plan of Subdivision of Lot 1 in Deposited Plan
 1269040 covered by Subdivision Certificate
 Number *SC-125/2022 of 27-09-2022*

Full name and address of the owner of the Land

Victoria 88 Pty Ltd
 ACN 640 766 070
 8-10 Gould Street
 STRATHFIELD SOUTH NSW 2136

Liverpool Family Pty Ltd
 ACN 626 100 016
 10 Bannerman Rd
 KENTHURST NSW 2156

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1.	Easement for Support and Shelter (Whole of Lot)	1 2	2 1
2.	Easement for Services (Whole of Lot)	1 2	2 1
3.	Easement for Future Services (Whole of Lot)	1 2	2 1
4.	Easement for Emergency Egress (Whole of Lot)	1 2	2 1
5.	Easement to Access Shared Facilities (Whole of Lot)	1 2	2 1
6.	Easement for Drainage (Whole of Lot)	1 2	2 1
7.	Right of Carriageway Variable Width (Limited in Stratum) (A)	1	2

S. W. T.

Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 2 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
 1269040 covered by Subdivision Certificate

Number *SC-125/2022 of 27-09-2022*

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:
8.	Easement for Pedestrian Access Variable Width (Limited in Stratum) (B)	1 2	2 1
9.	Easement to Access Garbage Room Variable Width (Limited in Stratum) (C)	1	2
10.	Easement for Access for Garbage Collection Variable Width (Limited in Stratum) (D)	1	Liverpool City Council
11.	Easement to Access Grease Arrestor Room Variable Width (Limited in Stratum) (E)	1	2
12.	Easement for Lift Use Variable Width (Limited in Stratum) (L)	1	2
13.	Restriction on the Use of Land	1	Liverpool City Council
14.	Positive Covenant	1	Liverpool City Council

Part 2 (Terms)

1. Terms of Easement for Support and Shelter (Whole of Lot) numbered 1 in the Plan

An easement for support and shelter as defined in and the subject of section 196K of the Act as if the easement was created under that section of the Act.

2. Terms of Easement for Services (Whole of Lot) numbered 2 in the Plan

- (a) An easement for services in the terms of Schedule 8B to the Act as if the easement was one which specified each Service as defined in this Instrument.
- (b) A Management Statement may include provisions in respect of the use, repair, maintenance and replacement of the Services.

S. Hunt

Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 3 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-125/2022 of 27-09-2022*

- (c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

3. Terms of Easement for Future Services (Whole of Lot) numbered 3 in the Plan

3.1 Grant

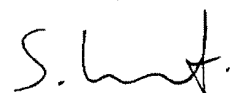
The Grantee and its Authorised Users may:

- (a) use the Lot Burdened, in a manner that does not detrimentally interfere with use of the Lot Burdened, to install and provide Services to or from the Lot Benefited with the prior written consent of the Grantor, which consent must not be unreasonably withheld, conditioned or delayed; and
- (b) subject to the Grantee obtaining consent under clause 3.1(a), do anything reasonably necessary for the purposes of this Easement, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened; and
 - (iii) carrying out work, including without limitation constructing, placing, installing, repairing, using, operating, maintaining, examining, re-laying, altering, renewing, cleaning, replacing, enhancing, adding to or removing pipes, poles, wires, cables, ducts, conduits, structures and equipment.

3.2 Requirements

The Grantee and its Authorised Users must:

- (a) except in an emergency, give the Grantor not less than 48 hours' notice of its intention to enter the Lot Burdened under this Easement. In an emergency, the Grantee or an Authorised User must give the Grantor notice of access to the Lot Burdened under this Easement as soon as practicable;
- (b) if required by the Grantor, when exercising rights under this Easement be accompanied by, and comply with the reasonable directions of, the Grantor's nominee;
- (c) except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any of the Services to the Lot Burdened; and
- (d) not carry out any work to the structure of the buildings or to any infrastructure located on or within the Lot Burdened unless:
 - (i) the Grantor gives its approval to the work proposed to be carried out (which approval must not be unreasonably withheld, conditioned or delayed);
 - (ii) the Grantee, at its own cost, consults with a structural engineer or services engineer (as applicable) nominated by the Grantor; and



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 4 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate
Number *SC-125/2022 of 27-09-2022*

- (iii) the Grantee ensures that the recommendations of the structural engineer or services engineer (as applicable) are carried out.

3.3 Maintaining Services

The Grantee must maintain its own Services.

3.4 Acknowledgement of the Grantee

The Grantee acknowledges that this Easement may be used in common with the Grantor.

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

- (a) The Grantor grants to the Grantee and its Authorised Users the right to go, pass and repass across the fire stairs and passages within the Lot Burdened on foot for the purpose of exiting the Lot Benefited:
 - (i) in an emergency;
 - (ii) for fire drill purposes; or
 - (iii) if the lifts are not operational or are otherwise unavailable.
- (b) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the fire stairs and passages within the Lot Burdened.

5. Terms of Easement to Access Shared Facilities (Whole of Lot) numbered 5 in the Plan

- (a) Subject to the terms of this Easement, the Grantor grants to the Grantee and its Authorised Users the right to enter, go, pass and repass over the Lot Burdened at any time on foot (or using a wheelchair or other disabled access aide) for the purposes of accessing and using any Shared Facilities located within the Lot Burdened which the Grantee is entitled to use under a Management Statement.
- (b) When exercising rights under this Easement, the Grantee and its Authorised Users must comply with any rules about the use of the Easement Site and/or Shared Facilities made by the Building Management Committee in accordance with a Management Statement.
- (c) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site and/or access to and the use, repair, maintenance, replacement and installation of Shared Facilities.
- (d) A Management Statement may regulate the apportionment of costs in relation to this Easement.

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

- (a) The Grantor grants:



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 5 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate
Number

SC-125/2012 of 27-09-2022

- (i) to the Grantee the full and free right to drain rain and storm water through the Lot Burdened, but only through any rain and storm water drainage pipes, eaves, gutters and other infrastructure from time to time on or within the Lot Burdened (**Drainage Services**); and
- (ii) to the Grantee and its Authorised Users the full and free right to do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering the Lot Burdened;
 - (B) taking anything on to the Lot Burdened;
 - (C) repairing, maintaining or replacing Drainage Services; and
 - (D) installing Drainage Services on or within the Lot Burdened with the prior written consent of the Grantor, which consent must not be unreasonably withheld, conditioned or delayed.
- (b) A Management Statement may include provisions in respect of access to the Easement Site and access to and the use, repair, maintenance, replacement and installation of Drainage Services.
- (c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

7. Terms of Right of Carriageway Variable Width (Limited in Stratum) (A) numbered 7 in the Plan

- (a) The Grantee and its Authorised Users may:
 - (i) go, pass and repass across the Easement Site at all times and for all purposes, including without limitation with vehicles (including without limitation cars, trucks, motorcycles and bicycles) or on foot (or using a wheelchair or other disabled access aide), to and from the Lot Benefited, including without limitation for the purpose of accessing any grease arrestor room situated within the Lot Benefited; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering the Lot Burdened;
 - (B) taking anything on to the Lot Burdened;
 - (C) carrying out work on the Lot Burdened; and
 - (D) temporarily parking or standing service vehicles (including without limitation grease arrestor pump out vehicles) on the Lot Burdened, including without limitation for the purpose of pumping out any grease arrestor within the Lot Benefited.
- (b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 6 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-125/2022 of 27-09-2022*

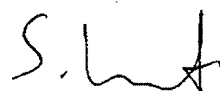
- (c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

8. Terms of Easement for Pedestrian Access Variable Width (Limited in Stratum) (B) numbered 8 in the Plan

- (a) The Grantee and its Authorised Users may:
- (i) go, pass and repass across the Easement Site at all times and for all purposes, but only on foot or with wheelchairs or other disabled access aides, to and from the Lot Benefited; and
 - (ii) do anything reasonably necessary for the purpose of exercising the rights under clause 8(a)(i), including without limitation:
 - (A) entering the Lot Burdened;
 - (B) taking anything on to the Lot Burdened; and
 - (C) carrying out work on the Lot Burdened.
- (b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.
- (c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

9. Terms of Easement to Access Garbage Room Variable Width (Limited in Stratum) (C) numbered 9 in the Plan

- (a) The Grantee and its Authorised Users may:
- (i) go, pass and repass across the Easement Site at all times, but only on foot, to and from the Lot Benefited, for the purposes of accessing, egressing from, collecting waste and recyclable materials from and/or depositing waste and recyclable materials in any garbage room situated on the Lot Benefited;
 - (ii) go, pass and repass across the Easement Site at all times, but only on foot, for the purpose of transporting:
 - (A) waste and recyclable materials; and/or
 - (B) bins and other receptacles for waste and recyclable materials, between any garbage room situated on the Lot Benefited and any garbage room situated on the Lot Burdened that is a Shared Facility; and
 - (iii) do anything reasonably necessary for the purpose of exercising the rights under clause 9(a)(i) and clause 9(a)(ii), including without limitation:
 - (A) entering the Lot Burdened;



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 7 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-115/2022 of 27-09-2022*

- (B) taking anything on to the Lot Burdened; and
- (C) carrying out work on the Lot Burdened.
- (b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.
- (c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

10. Terms of Easement for Access for Garbage Collection 3.9 Wide (Limited in Stratum) (D) numbered 10 in the Plan

Full and free right for the Authority Benefited its servants and agents and all persons authorised by the Authority Benefited to go, pass and repass over the Easement Site at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the Lot Burdened and for the purposes incidental thereto PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to:

- (a) enter any building or private open space/courtyard except to the extent necessary to:
 - (i) gain access to garbage/recycling receptacles located therein in positions approved by the Authority Benefited; or
 - (ii) use and operate any garbage bin hoist located therein in accordance with the terms of this Easement; or
- (b) drive any motor vehicle on to any part of the Lot Burdened which has not apparently been constructed or provided for the purpose of a carriage way or parking area for vehicles,

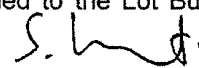
and PROVIDED FURTHER that if the Lot Burdened is hereafter subdivided pursuant to the *Strata Schemes Development Act 2015* (NSW) (as amended) the rights hereby granted shall be further restricted to the common property comprised in the strata scheme and any lot comprised therein shall be released from this Easement.

For clarity, the rights under this Easement include the right to use and operate any garbage bin hoist situated within the Easement Site:

- (a) for the purpose of moving garbage/recycling receptacles to and from the loading area or loading dock situated within the Easement Site from and to any garbage room situated within the Easement Site; and
- (b) in accordance with any rules made by the Building Management Committee from time to time (**Garbage Hoist Rules**).

The Authority Benefited its servants and agents and all persons authorised by the Authority Benefited must comply with any Garbage Hoist Rules.

The rights under this Easement may be exercised by the Authority Benefited its servants, agents and all persons authorised by the Authority Benefited to enter the Easement Site without being liable for damage which may be occasioned to the Lot Burdened or any



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 8 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-125/2012 of 27-09-2022*

improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence of the Authority Benefited, its servants and agents and/or of persons authorised by the Authority Benefited.

Without limiting the generality of and notwithstanding anything hereinbefore contained, if any carriage way or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage/recycling from the Lot Burdened neither the Authority Benefited its servants and agents nor any person authorised by the Authority Benefited shall be liable in respect thereof. The Authority Benefited its servants and agents and all persons authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the owner of the Lot Burdened its successors and assigns against all actions, suits, causes or action or suits, claims, demands, proceedings, costs, charges, damages, or expenses whatsoever which may be brought or made, instituted or claimed against and from them or any of them by the owner or occupier of the Lot Burdened or any part thereof or by any person in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the Lot Burdened for the purpose of collecting garbage/recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the Authority Benefited its servants, agents or of any person authorised by the Authority Benefited as aforesaid.

Nothing herein contained shall oblige the Authority Benefited to have garbage/recycling collections from points within the Lot Burdened or shall prevent the Authority Benefited from discontinuing collection from within the Lot Burdened PROVIDED ALWAYS that if the Authority Benefited discontinues collection of garbage from within the Lot Burdened the Authority Benefited and the owner for the time being of the Lot Burdened shall respectively have the same rights and obligations with regard to the removal of garbage/recycling from the Lot Burdened as they would have had if this Easement had not been created.

Name of Authority whose consent is required to release, vary or modify the EASEMENT
FOR GARBAGE COLLECTION: Liverpool City Council

**11. Terms of Easement to Access Grease Arrestor Room Variable Width
(Limited in Stratum) (E) numbered 11 in the Plan**

(a) The Grantee and its Authorised Users may:

- (i) go, pass and repass across the Easement Site to and from the Lot Benefited, but only on foot and only for the purpose of accessing and egressing from the grease arrestor room located within the Lot Benefited, including without limitation for the purposes of maintaining, repairing, replacing, cleaning and/or pumping out the grease arrestor within the room; and
- (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering the Lot Burdened;
 - (B) taking anything on to the Lot Burdened; and



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 9 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number SC-125/2022 of 27-09-2022

(C) carrying out work on the Lot Burdened.

(b) A Management Statement may include provisions in respect of access to and the use, repair and maintenance of the Easement Site.

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

12. Terms of Easement for Lift Use Variable Width (Limited in Stratum) (L) numbered 12 in the Plan

(a) Subject to any applicable rules made by the Building Management Committee from time to time, the Grantee and its Authorised Users may:

(i) using the lifts situated within the Easement Site, go, pass and repass across the Easement Site at all times and for all purposes to and from the Lot Benefited; and

(ii) do anything reasonably necessary for that purpose, including:

(A) entering the Lot Burdened;

(B) taking anything on to the Lot Burdened; and

(C) carrying out work on the Lot Burdened.

(b) A Management Statement may include provisions in respect of access to and the use, repair, maintenance and replacement of the Easement Site (including the lifts situated within the Easement Site).

(c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

13. Terms of Restriction on the Use of Land numbered 13 in the Plan

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

The Authority having the power to release, vary or modify this restriction is Liverpool City Council.

14. Terms of Positive Covenant numbered 14 in the Plan

A static compaction unit for waste management shall be provided and maintained at all times within the waste storage area.

The Authority having the power to release, vary or modify this positive covenant is Liverpool City Council.

Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 10 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-125/2012 of 27-09-2022*

Part 3 (General rules and definitions)

1. Interpretation

1.1 Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

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

Authorised User means any person authorised by the Grantee and includes:

- (a) if a Strata Plan is registered over any Lot Benefited, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of a lot as authorised by the Owners Corporation;
- (b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under the Easement; and
- (c) any licensee or invitee of a person referred to in paragraph (a) of this definition.

Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes:

- (a) any officers, servants, agents and workmen of the Authority and any other person authorised by the Authority, and
- (b) the Council.

Authority Benefited means the Authority (if any) having the benefit of an Easement under this Instrument.

Building Management Committee means the building management committee established under a Management Statement.

Council means the local government body having jurisdiction over the Land.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site, in relation to an Easement, means the site of the Easement and includes all items within the site of that Easement.

Development Act means the *Strata Schemes Development Act 2015* (NSW).

Grantee means:

- (a) the registered proprietor of a Lot Benefited;



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 11 of 16 sheets)

Plan:

DP1269091

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate
Number *SC-125/2022 of 27-09-2022*

- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of the Strata Scheme; and
- (c) an Authority Benefited.

Grantor means:

- (a) the registered proprietor of a Lot Burdened; and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

Instrument means this instrument under section 88B of the Act.

Land means the land the subject of the Plan.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Statement means a building management statement registered in accordance with the Act or a strata management statement registered in accordance with the Development Act, which applies to any of the lots in the Plan.

Owners Corporation means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW).

Plan means the plan to which this Instrument relates.

Service means:

- (a) each service as defined in section 196L(1) of the Act;
- (b) all forms of telecommunications services including digital spectrum signals and impulses;
- (c) exhaust and extraction services of any kind; and
- (d) any plant, units, pipes, poles, wires, cables, conduits, ducts, structures and equipment required for the transmission or delivery of any such service.

Shared Facility has the same meaning as it has in a Management Statement.

Strata Plan means a strata plan registered under the Development Act.

Strata Scheme means a strata scheme created under the Development Act.

1.2 Interpretation

- (a) The word "includes" in any form is not a word of limitation.
- (b) Headings do not affect the interpretation of this Instrument.
- (c) The singular includes the plural and conversely.



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 12 of 16 sheets)

Plan:

DP1269091

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-125/2022 of 27-09-2022*

1.3 Covenants and agreements to run with the land

Each Easement contained within this Instrument is a covenant and agreement between:

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

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefit and burden of the Easements.

1.4 Severability

If a provision of an Easement under this instrument is void, unenforceable or illegal, then that provision is severed from that Easement and the remaining provisions of that Easement has full force and effect.

1.5 Positive covenants and maintenance requirements

A requirement in an Easement in this Instrument which requires a Grantee or Grantor to maintain or repair an Easement Site or a Lot Burdened or anything in an Easement Site or Lot Burdened is a positive covenant under section 88BA of the Act.

1.6 Persons bound

Each:

- (a) Grantor and Grantee are bound by, and must, as appropriate, comply with, the terms of each relevant Easement, and
- (b) Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of each relevant Easement when they exercise their rights or comply with their obligations under the Instrument.

1.7 Management Statement

- (a) For each Easement, the Grantee must:
 - (i) comply with the Management Statement which applies to the Lot Burdened; and
 - (ii) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement which applies to the Lot Burdened.
- (b) If a Management Statement allocates responsibility for complying with obligations under an Easement to a different person than that set out in the Easement (eg the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use its reasonable endeavours to ensure that the person complies with these obligations.

Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 13 of 16 sheets)

Plan:

DP1269091

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

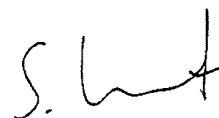
Number *SC-115/2022 of 27-09-2022*

- (c) If a Management Statement regulates the apportionment of costs in relation to an Easement, Easement Site or Lot Burdened and there is an inconsistency between the apportionment of costs under the Easement and a Management Statement, the Management Statement prevails to the extent of the inconsistency.

1.8 General terms

In exercising its rights under an Easement, the Grantee and its Authorised Users must (except to the extent that the terms of the Easement provide to the contrary):

- (a) obtain the prior approval in writing of the Grantor (not to be unreasonably withheld, conditioned or delayed) for any work to be carried out on the Lot Burdened;
- (b) give the Grantor and the occupier of the Lot Burdened not less than fourteen (14) days written notice of its intention to carry out any work on the Lot Burdened;
- (c) ensure that all work is done properly;
- (d) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (e) cause as little damage as is practicable to the Lot Burdened and any personal property or improvements on it;
- (f) if any damage is caused:
 - (i) promptly make good and repair such damage to the reasonable satisfaction of the Grantor; and
 - (ii) restore the Lot Burdened as nearly as practicable to its former condition to the reasonable satisfaction of the Grantor;
- (g) maintain in a proper and workmanlike manner any work carried out by them on the Lot Burdened; and
- (h) make good any collateral damage.



Signature of Authorised Officer of Liverpool City Council

Lengths are in metres

(Sheet 14 of 16 sheets)

Plan:

DP1269091

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-125/2022 of 27-09-2022*

Registered proprietor

Signed by
Victoria 88 Pty Ltd
(ACN 640 766 070)
under s.127(1) of the
Corporations Act 2001

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

.....
ANDREW HRSTO
Full name

Signed by
Liverpool Family Pty Ltd
(ACN 626 100 016)
under s.127(1) of the
Corporations Act 2001

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

.....
GEORGE TADROSSE
Full name

Lengths are in metres

(Sheet 15 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

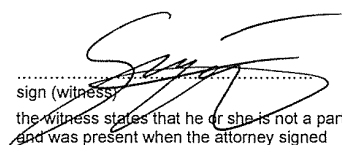
Number *SC-125/2022 of 27-09-2022*

Mortgagee

Signed by
WIN ST PTY LTD
(ACN 644 545 282)
by its attorney under
power of attorney
book 4796
no 690


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

MATTHEW WAITE
.....
full name (attorney)


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

ROBERT GRAJCZYK
.....
full name (witness)

LEVEL 37
1 FARRER PL SYDNEY
.....
address (witness)

Lengths are in metres

(Sheet 16 of 16 sheets)

Plan: **DP1269091**

Plan of Subdivision of Lot 1 in Deposited Plan
1269040 covered by Subdivision Certificate

Number *SC-125/2022 of 27-09-2022*

Council

Signed on behalf of
Liverpool City Council
by its authorised delegate
pursuant to s.377 *Local*
Government Act 1993

S. Monte
.....
sign (authorised person)
**SENIOR LAND
DEVELOPMENT ENGINEER**
.....
title (authorised person)

STEPHEN MONTE
.....
full name (authorised person)

T. Morris
.....
sign (witness)
the witness states that he or she is an eligible
witness and was present when the authorised
person signed

TROY MORRIS
.....
full name (witness)

C/O-33 MOORE ST LIVERPOOL
.....
address (witness)

REGISTERED:



28/10/2022

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE
STRATA SCHEMES DEVELOPMENT ACT 2015**

Lengths are in metres

(Sheet 1 of 4 sheets)

Plan:

SP102343

Plan of Subdivision of Lot 1 in DP 1269091
covered by Strata Certificate No. SC 4016
dated 15/11/2022

Full name and address of the
owner of the land:

Liverpool Family Pty Ltd
10 Bannerman Road, Kenthurst NSW 2156

Victoria 88 Pty Ltd
8-10 Gould Street, South Strathfield NSW 2136

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Signage 1.7 Wide (Z) (Limited in Stratum)	CP	304

PART 2

1. Terms of Easement for Signage numbered 1 in the plan

- (a) Full free and unimpeded right for the Benefitted Owner from time to time to:
- (i) install and permit to remain in place;
 - (ii) operate, maintain, clean, repair, renew, replace or remove,
a 1, 2 or 3 dimensional sign (whether or not illuminated) within Site (Z) and the right to
install and have attachments on or into the building structure and any risers, for
electrical wiring, pipes and conduits in whatever capacity as may be necessary for the
provision of electricity and other services to and from Site (Z).
- (b) In exercising the rights under this easement, the Benefitted Owner:
- (i) may enter the Burdened Lot and remain on the Burdened Lot for a
reasonable period of time with or without workmen, materials and specialist
services without obtaining the consent of the Burdened Owner;
 - (ii) must take all reasonable steps not to interfere with the use of the Burdened
Lot by its owner's;
 - (iii) must not leave any waste or other materials within the Burdened Lot;
 - (iv) must not cause any unnecessary damage to the Burdened Lot; and
 - (v) must without unreasonable delay, make good any collateral damage caused
to the Burdened Lot.

.....

Registered Proprietor

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE
STRATA SCHEMES DEVELOPMENT ACT 2015**

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan:

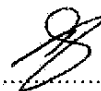
SP102343

Plan of Subdivision of Lot 1 in DP 1269091

covered by Strata Certificate No. **SC 4016**

dated **15/11/2022**

- (c) The Benefitted Owner must take all reasonable steps to ensure that all and any of its equipment and any other of its assets within Site (Z) is kept maintained, serviceable and in a good state of repair and will not pose any threat of danger on the Burdened Lot.
- (d) In this document
 - (i) **Benefitted Owner** means the owner from time to time of the lot benefitted by this easement and every person who is at any time entitled to an estate or interest in possession in the benefitted lot.
 - (ii) **Site Z** means the site of the Easement shown as (Z) on the plan.



Registered Proprietor

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE
STRATA SCHEMES DEVELOPMENT ACT 2015**

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan:

SP102343

Plan of Subdivision of Lot 1 in DP 1269091
covered by Strata Certificate No.**SC 4016**.....
dated**15/11/2022**..

EXECUTED by)
Victoria 88 Pty Ltd)
ACN 640 766 070)
in accordance with s127 of)
the Corporations Act 2001)

.....
Andrew Hrsto
Sole Director/Secretary

EXECUTED by)
Liverpool Family Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)

.....
George Tadrosse
Sole Director/Secretary

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE
STRATA SCHEMES DEVELOPMENT ACT 2015**

Lengths are in metres

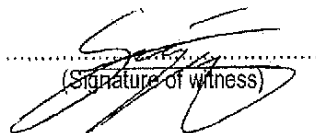
(Sheet 4 of 4 sheets)

Plan:
SP102343

Plan of Subdivision of Lot 1 in DP 1269091
covered by Strata Certificate No. **SC 4016**.....
dated **15/11/2022**...

Consent of Mortgagee

SIGNED, SEALED and DELIVERED for)
WIN ST Pty Ltd)
ACN 644 545 282)
under power of attorney in the)
presence of:)


(Signature of witness)

ROBERT GRAJCZYK

(Name)

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney

(Address of Witness)


(Signature of Attorney)

MATTHEW WAITE

(Name)

Book 4796 No 690

(Power of Attorney registration details)

REGISTERED:



18/11/2022

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 11 sheets)

Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

Full name and address of the
owner of the land:

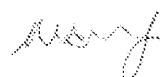
Victoria 88 Pty Ltd
ACN 640 766 070
8-10 Gould Street
STRATHFIELD SOUTH NSW 2136

Liverpool Family Pty Ltd
ACN 626 100 016
10 Bannerman Rd
KENTHURST NSW 2156

PART 1 (Creation)

No. of item shown in the intention panel on the plan	Identity of restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Underground Cables 1 wide and variable (Limited in Stratum) (A)	1/1269040	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Easement for Indoor Substation Variable Width (Limited in Stratum) (B)	1/1269040	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
3	Easement for Underground Cables 1 wide (Limited in Stratum) (C)	1/1269040	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
4	Right of Access 9.485 wide (Limited in Stratum) (D)	1/1269040	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

ENDEAVOUR ENERGY



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Michelle Allamby
Date: 2022.08.29
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Authorised Officer

Lengths are in metres

(Sheet 2 of 11 sheets)

Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

PART 2 (Terms)

1. Terms of Easement numbered 1 in the plan

1.0 Definitions

- 1.1 easement site means that part of the land that is affected by this easement.
- 1.2 electrical equipment includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.
- 1.3 install includes construct, repair, replace, maintain, modify, use, and remove.
- 1.4 land means the lot or Torrens title land that is burdened by this easement.
- 1.5 owner means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 prescribed authority means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.7 services includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 structure includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

2.0 The prescribed authority may:

- 2.1 install electrical equipment within the easement site,
- 2.2 excavate the easement site to install the electrical equipment.
- 2.3 use the electrical equipment for the transmission of electricity,
- 2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
- 2.5 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
- 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.

3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.

ENDEAVOUR ENERGY



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Michelle Allamby
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Authorised Officer

Lengths are in metres

(Sheet 3 of 11 sheets)

Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

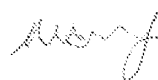
- 4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
- 4.1 installing or permitting to be installed any services or structure within the easement site, or
 - 4.2 altering the surface level of the easement site, or
 - 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
 - 5.2 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 the prescribed authority.

Name of Authority having power to release, vary or modify the easement numbered 1 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

2. Terms of Easement numbered 2 in the plan

1. Definitions
- a) **building** means the building within which the electrical equipment is located.
 - b) **easement site** means that part of the lot burdened that is affected by this easement.
 - c) **electrical equipment** includes electrical transformer, electrical switchgear, electrical cable, duct, services, ventilation, and ancillary equipment.
 - d) **land** means the lot or Torrens title land that is burdened by this easement.
 - e) **install** includes construct, repair, replace, maintain, modify, use, and remove.
 - f) **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

ENDEAVOUR ENERGY



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Michelle Allamby
Date: 2022.08.29
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Authorised Officer

Lengths are in metres

(Sheet 4 of 11 sheets)

Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

- g) **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
 - h) **services** includes electricity, telephone, communications, ventilation, water, sewage, and drainage services.
- 2. The prescribed authority may:
 - a) install electrical equipment within the easement site,
 - b) use the electrical equipment for the transmission of electricity,
 - c) enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - d) install its own security doors to gain access to the electrical equipment and to prevent access by others, and
 - e) install conduits, cables, and pipes on, under or through the building for the purpose of connecting the electrical equipment with any services and to operate those services.
- 3. The prescribed authority agrees to obtain the written consent of the owner, and comply with any conditions of consent reasonably imposed by the owner, prior to cutting, drilling, altering or demolishing any part of the building as necessary to install or operate the electrical equipment.
- 4. In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its former condition.
- 5. The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
 - a) installing or permitting to be installed any thing within the easement site, or
 - b) interfering with, allowing to be interfered with, or preventing the ventilation of the easement site, or
 - c) directing or allowing to be directed drainage into the easement site, or
 - d) doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.

ENDEAVOUR ENERGY



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Michelle Allamby
Date: 2022.08.29
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Authorised Officer

Lengths are in metres

(Sheet 5 of 11 sheets)

Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

6. Electricity Network Assets (Authorised Transactions) Act 2015

- a) Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system, from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority, as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
- b) 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 the prescribed authority.

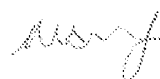
Name of Authority having power to release, vary or modify the easement numbered 2 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

3. Terms of Easement numbered 3 in the plan

1.0 Definitions

- 1.1 **easement site** means that part of the land that is affected by this easement.
- 1.2 **electrical equipment** includes underground electrical cable, duct, service pillar, underground earthing system, street lighting equipment, communications cable, and ancillary equipment.
- 1.3 **install** includes construct, repair, replace, maintain, modify, use, and remove.
- 1.4 **land** means the lot or Torrens title land that is burdened by this easement.
- 1.5 **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- 1.6 **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- 1.7 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
- 1.8 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.

ENDEAVOUR ENERGY



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Michelle Allamby
Date: 2022.08.29
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Authorised Officer

Lengths are in metres

(Sheet 6 of 11 sheets)

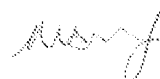
Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

- 2.0 The prescribed authority may:
- 2.1 install electrical equipment within the easement site,
 - 2.2 excavate the easement site to install the electrical equipment.
 - 2.3 use the electrical equipment for the transmission of electricity,
 - 2.4 enter the land using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 2.5 trim or remove any vegetation from the land that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 3.0 In exercising its rights under this easement the prescribed authority will take reasonable precautions to minimise disturbance to the land and will restore the land as nearly as practicable to its original condition.
- 4.0 The owner agrees to obtain the written consent of the prescribed authority, and comply with any conditions of consent reasonably imposed by the prescribed authority, prior to:
- 4.1 installing or permitting to be installed any services or structure within the easement site, or
 - 4.2 altering the surface level of the easement site, or
 - 4.3 doing or permitting to be done anything that restricts access to the easement site by the prescribed authority.
- 5.0 Electricity Network Assets (Authorised Transactions) Act 2015
- 5.1 Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.
 - 5.2 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 the prescribed authority.

Name of Authority having power to release, vary or modify the easement numbered 3 in the plan is **Epsilon Distribution Ministerial Holding Corporation.**

ENDEAVOUR ENERGY



Digitally signed by
Michelle Allamby
Date: 2022.08.29
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Authorised Officer

Lengths are in metres

(Sheet 7 of 11 sheets)

Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

4. Terms of Right of Access numbered 4 in the plan

1.0 Definitions

- a. **access site** means that part of the land that is affected by this right of access.
- b. **land** means the lot or Torrens title land that is burdened by this easement.
- c. **owner** means the registered proprietor of the land and its successors (including those claiming under or through the registered proprietor).
- d. **prescribed authority** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).

2.0 The prescribed authority may:

- a. by any reasonable means pass across the access site for the purpose of exercising or performing any of its powers, authorities, duties or functions, and
- b. do anything reasonably necessary for passing across the access site, including:
 - i. entering the land, and
 - ii. taking anything on to the land, and
 - iii. carrying out work within the access site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

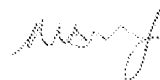
3. In exercising its rights under this easement, the prescribed authority must:

- a. ensure all work is done properly, and
- b. cause as little inconvenience as is practicable to the owner and any occupier of the land, and
- c. cause as little damage as is practicable to the land and any improvement on it, and
- d. restore the land as nearly as is practicable to its former condition, and
- e. make good any collateral damage.

4. Electricity Network Assets (Authorised Transactions) Act 2015

- a. Notwithstanding any other provision in this easement, the owner grants the easement to the prescribed authority and acknowledges and agrees that any lessee of the prescribed authority's distribution system, and any nominee of such lessee (which may include a sublessee of the prescribed authority's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of the prescribed authority as if that lessee or nominee were the prescribed authority, but only for so long as the lessee leases the prescribed authority's distribution system from the prescribed authority.

ENDEAVOUR ENERGY



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Michelle Allamby
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Authorised Officer

Lengths are in metres

(Sheet 8 of 11 sheets)

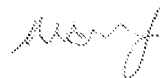
Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

- b. 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 the prescribed authority.

Name of Authority having power to release, vary or modify the right of access numbered 4 in the plan is
Epsilon Distribution Ministerial Holding Corporation.

ENDEAVOUR ENERGY



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Michelle Allamby
Date: 2022.08.29
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Authorised Officer

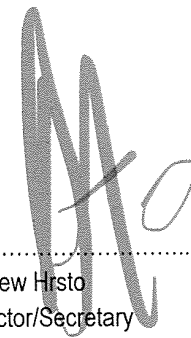
Lengths are in metres

(Sheet 9 of 11 sheets)

Plan: **DP1269093**

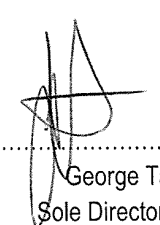
Plan of Easements within Lot 1 in DP 1269040

EXECUTED by)
VICTORIA 88 Pty Ltd)
ACN 640 766 070)
in accordance with s127 of)
the Corporations Act 2001)



.....
Andrew Hirst
Sole Director/Secretary

EXECUTED by)
LIVERPOOL FAMILY Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)



.....
George Tadrosse
Sole Director/Secretary

Lengths are in metres

(Sheet 10 of 11 sheets)

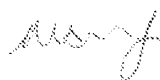
Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

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:



Digitally signed by
Michelle Allamby
Date: 2022.08.29
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Name of witness:

Michelle Allamby

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

This document was signed in counterpart
and witnessed over audio visual link in
accordance with Section 14G of the
Electronic Transactions Act 2000.

Signature of attorney:



Digitally signed by
Simon Lawton
Date: 2022.08.29
08:32:59 +10'00'

Name and position of attorney:

Simon Lawton
Strategic Property Manager

Power of attorney:

Book 4793 No. 57

Endeavour Energy reference:

UML9812

Lengths are in metres

(Sheet 11 of 11 sheets)

Plan: **DP1269093**

Plan of Easements within Lot 1 in DP 1269040

Consent of Mortgagee – AR44966

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:

.....
Signature of witness

.....
Signature of attorney

.....
Name

.....
Name

.....
Address of witness

.....
Power of attorney registration details

REGISTERED:



11/10/2022

Lodger Details

Lodger Code 504981W
Name SPECTRUM CLIENT SOLUTIONS
Address GPO BOX 2453
SYDNEY 2001
Lodger Box 390G
Email ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference VICTORIA 88 - H

Land Registry Document Identification

AS544967

STAMP DUTY:

Positive Covenant (13PC)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1269040	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393
Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

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

Executed on behalf of SPECTRUM SOLUTIONS PTY LIMITED
Signer Name ANDREW WILLIAM MCNEILL
Signer Organisation SPECTRUM SOLUTIONS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/10/2022



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * _____

**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) TORRENS TITLE	1/1269040		
(B) LODGED BY	Document Collection Box 390G	Name, Address or DX, Telephone, and Customer Account Number if any SPECTRUM SOLUTIONS 131493N Reference: VIC 88 - HOXTON	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land LIVERPOOL FAMILY PTY LTD ACN 626 100 016 VICTORIA 88 PTY LTD ACN 640 766 070		
(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	AR44966	WIN ST PTY LTD ACN 644 545 282
(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: *Morris*

Name of witness: TROY MORRIS

Address of witness: C/o - 33 MOORE ST LIVERPOOL

Signature of authorised officer: *S. Monte*

Name of authorised officer: STEPHEN MONTE

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: LIVERPOOL FAMILY PTY LTD & VICTORIA 88 PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *George Tadrasse*

Name of authorised person: (For Execution See Sheet 3)

Office held: George Tadrasse

Signature of authorised person: *Andrew Hrsto*

Name of authorised person: (For Execution See Sheet 3)

Office held: Andrew Hrsto

(H) Consent of the mortgagee

The mortgagee under mortgage No. AR44966, agrees to be bound by this positive covenant.

I certify that the above 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:

(For Execution See Sheet 4)

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

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Terms of Positive Covenant

The expression "basement pump-out system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

1. The registered proprietor of the lot(s) hereby burdened will in respect of the basement pump-out system:
 - (a) Keep the system clean and free of silt, dirt, rubbish and debris
 - (b) Maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner
 - (c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant
 - (d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice
 - (e) Refer to the maintenance schedule and the Council approved stormwater plans as an appendix to items (a) and (b) above.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919, the Council shall have the following additional powers:
 - (a) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.

APPROVED BY LIVERPOOL CITY COUNCIL

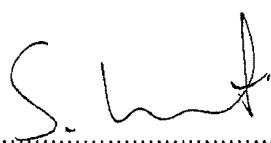

.....
General Manager/Authorised Officer

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

- (b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:
- (i) any expense reasonably incurred by it in exercising its powers under 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 for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant 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**.

APPROVED BY LIVERPOOL CITY COUNCIL


.....
General Manager/Authorised Officer

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED by)
LIVERPOOL FAMILY Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)


.....
George Tadrosse
Sole Director/Secretary

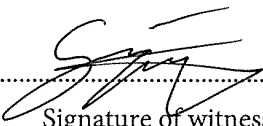
EXECUTED by)
VICTORIA 88 Pty Ltd)
ACN 640 766 070)
in accordance with s127 of)
the Corporations Act 2001)


.....
Andrew Hrsto
Sole Director/Secretary

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Consent of Mortgagees

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:

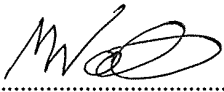

.....
Signature of witness

ROBERT GRAJCZYK

.....
Name

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney

.....
Address of witness


.....
Signature of attorney

MATTHEW WAITE

.....
Name

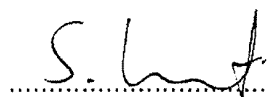
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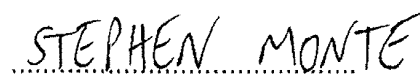
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Power of attorney registration details

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED BY

Liverpool City Council by its authorised delegate pursuant to section 377 of the Local Government Act 1993
(NSW)

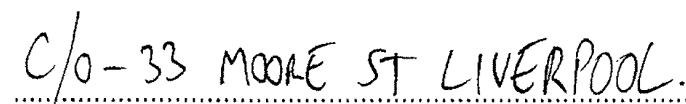

.....
Signature of Delegate


.....
Name of Delegate

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


.....
Signature of Witness

TROY MORRIS
.....
Name of Witness


.....
Address of Witness

Lodger Details

Lodger Code 504981W
Name SPECTRUM CLIENT SOLUTIONS
Address GPO BOX 2453
SYDNEY 2001
Lodger Box 390G
Email ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference VICTORIA 88 - H

Land Registry Document Identification

AS544968

STAMP DUTY:

Positive Covenant (13PC)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1269040	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393
Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

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

Executed on behalf of SPECTRUM SOLUTIONS PTY LIMITED
Signer Name ANDREW WILLIAM MCNEILL
Signer Organisation SPECTRUM SOLUTIONS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/10/2022



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * _____

**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Form: 13PC
Release: 3-1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) TORRENS TITLE	1/1269040		
(B) LODGED BY	Document Collection Box 390G	Name, Address or DX, Telephone, and Customer Account Number if any SPECTRUM SOLUTIONS 131493N Reference: VIC 88 HOXTON	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land LIVERPOOL FAMILY PTY LTD ACN 626 100 016 VICTORIA 88 PTY LTD ACN 640 766 070		
(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	AR44966	WIN ST PTY LTD ACN 644 545 282
(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: *Morris*

Name of witness: TROY MORRIS

Address of witness: *C/o 33 MOORE ST LIVERPOOL.*

Signature of authorised officer: *S. Monte*

Name of authorised officer: STEPHEN MONTE

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: LIVERPOOL FAMILY PTY LTD & VICTORIA 88 PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*

Name of authorised person: (For Execution See Sheet 3)

Office held: *George Tadrosse*

Signature of authorised person: *[Signature]*

Name of authorised person: (For Execution See Sheet 3)

Office held: *Andrew Hirsto*

- (H) Consent of the mortgagee

The mortgagee under mortgage No. AR44966, agrees to be bound by this positive covenant.

I certify that the above 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:

(For Execution See Sheet 4)

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

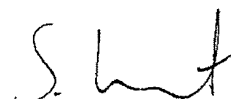
ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Terms of Positive Covenant

The expression "on-site detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

1. The registered proprietor of the lot(s) hereby burdened will in respect of the on-site stormwater detention system:
 - (a) Permit stormwater to be temporarily detained by the system,
 - (b) Keep the system clean and free from silt, rubbish and debris,
 - (c) Maintain and repair the system so that it functions in a safe and efficient manner,
 - (d) Replace, repair, alter and renew the whole or part of the on-site detention system within the time and in the manner specified in a written notice issued by Council,
 - (e) Carry out the matters referred to in paragraphs (a), (b), (c) and (d) at the registered proprietor's expense,
 - (f) Not make any alterations to the pump-out system or elements thereof without prior consent in writing from the Council,
 - (g) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirement of this clause
 - (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice
2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of the covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

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



ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

APPROVED BY LIVERPOOL CITY COUNCIL


.....
General Manager/Authorised Officer

EXECUTED by)
LIVERPOOL FAMILY Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)


.....
George Tadrosse
Sole Director/Secretary

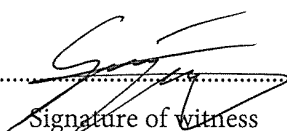
EXECUTED by)
VICTORIA 88 Pty Ltd)
ACN 640 766 070)
in accordance with s127 of)
the Corporations Act 2001)


.....
Andrew Hrsto
Sole Director/Secretary

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Consent of Mortgagees

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:


.....
Signature of witness

ROBERT GRAJCZYK

.....
Name

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney

.....
Address of witness


.....
Signature of attorney

MATTHEW WAITE

.....
Name

Book 4796 No 690

.....
Power of attorney registration details

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED BY

Liverpool City Council by its authorised delegate pursuant to section 377 of the Local Government Act 1993
(NSW)


.....
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

TROY MORRIS
.....
Name of Witness

C/O-33 MOORE ST LIVERPOOL
.....
Address of Witness

Lodger Details

Lodger Code 504981W
Name SPECTRUM CLIENT SOLUTIONS
Address GPO BOX 2453
SYDNEY 2001
Lodger Box 390G
Email ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference VICTORIA 88 - H

Land Registry Document Identification

AS544969

STAMP DUTY:

Positive Covenant (13PC)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1269040	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393
Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

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

Executed on behalf of SPECTRUM SOLUTIONS PTY LIMITED
Signer Name ANDREW WILLIAM MCNEILL
Signer Organisation SPECTRUM SOLUTIONS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/10/2022



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

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2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * _____

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Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales

Leave this space clear. Affix additional
pages to the top left-hand corner.

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	1/1269040		
(B) LODGED BY	Document Collection Box 390G	Name, Address or DX, Telephone, and Customer Account Number if any SPECTRUM SOLUTIONS 131493N Reference: VIC 88 HOXTON	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land LIVERPOOL FAMILY PTY LTD ACN 626 100 016 VICTORIA 88 PTY LTD ACN 640 766 070		
(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 AR44966 WIN ST PTY LTD ACN 644 545 282		
(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: *Morris*

Name of witness: TROY MORRIS

Address of witness: C/o-33 MOORE ST LIVERPOOL.

Signature of authorised officer: *S. Monte*

Name of authorised officer: STEPHEN MONTE

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: LIVERPOOL FAMILY PTY LTD & VICTORIA 88 PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*

Name of authorised person: (For Execution See Sheet 3)

Office held: George Tadrossa

Signature of authorised person: *[Signature]*

Name of authorised person: (For Execution See Sheet 3)

Office held: Andrew Hrsto

- (H) Consent of the mortgagee

The mortgagee under mortgage

No. AR44966

, 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:

Signature of mortgagee:

Name of witness:

(For Execution See Sheet 4)

Address of witness:

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

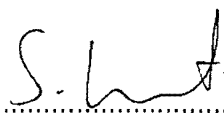
ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Terms of Positive Covenant

1. The registered proprietor of the lots hereby burdened will in respect of the stormwater pre-treatment system:
 - (a) Keep the system clean and free from silt, rubbish and debris,
 - (b) Maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner,
 - (c) Permit the Council or its authorised agents from time to time 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 by the Council in respect to the requirements of this clause within the time stated in the notice
 - (e) Refer to the maintenance schedule and approved stormwater plans as an appendix to items (a) and (b) mentioned above.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919, the Council shall have the following additional powers:-
 - (a) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1.(d) above.
 - (b) The Council may recover from the Registered Proprietor in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under 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 for the issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant 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**.

APPROVED BY LIVERPOOL CITY COUNCIL


.....

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

General Manager/Authorised Officer

EXECUTED by)
LIVERPOOL FAMILY Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)


.....
George Tadrosse
Sole Director/Secretary

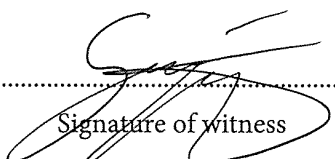
EXECUTED by)
VICTORIA 88 Pty Ltd)
ACN 640 766 070)
in accordance with s127 of)
the Corporations Act 2001)


.....
Andrew Hrsto
Sole Director/Secretary

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Consent of Mortgagees

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:

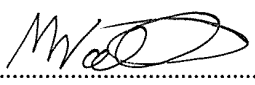

.....
Signature of witness

ROBERT GRAJCZYK

.....
Name

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney

.....
Address of witness


.....
Signature of attorney

MATTHEW WAITE

.....
Name

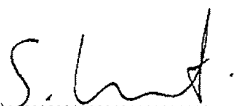
Book 4796 No 690

.....
Power of attorney registration details

ANNEXURE 'A'
POSITIVE COVENANT AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED BY

Liverpool City Council by its authorised delegate pursuant to section 377 of the Local Government Act 1993
(NSW)

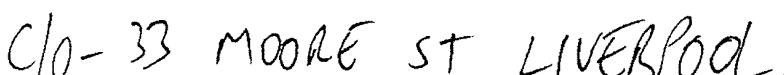

.....
Signature of Delegate


.....
Name of Delegate

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


.....
Signature of Witness

TROY MORRIS
.....
Name of Witness


.....
Address of Witness

Lodger Details

Lodger Code 504981W
Name SPECTRUM CLIENT SOLUTIONS
Address GPO BOX 2453
SYDNEY 2001
Lodger Box 390G
Email ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference VICTORIA 88 - H

Land Registry Document Identification

AS544970

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1269040	N	

Applicant
SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393
Registered company

Document Type
Restriction on the Use of Land by a Prescribed Authority (13RPA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment
See attached Dealing

Execution
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of SPECTRUM SOLUTIONS PTY LIMITED
Signer Name ANDREW WILLIAM MCNEILL
Signer Organisation SPECTRUM SOLUTIONS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/10/2022



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

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1. Dealing with Exception form; or
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Lodgment Rules exception number: * _____

**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

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Form: 13RPA
Release: 3-1

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

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales

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	1/1269040		
(B) LODGED BY	Document Collection Box 390G	Name, Address or DX, Telephone, and Customer Account Number if any SPECTRUM SOLUTIONS 131493N Reference: VIC 88 HOXTON	CODE RV
(C) REGISTERED PROPRIETOR	Of the above land LIVERPOOL FAMILY PTY LTD ACN 626 100 016 VICTORIA 88 PTY LTD ACN 640 766 070		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AR44966	WIN ST PTY LTD ACN 644 545 282
(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: *T. Morris*
Name of witness: TROY MORRIS
Address of witness: C/O-33 MOORE ST
LIVERPOOL.

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
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: LIVERPOOL FAMILY PTY LTD & VICTORIA 88 PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: (For Execution See Sheet 3)
Office held: George Tadrosse

Signature of authorised person: *[Signature]*
Name of authorised person: (For Execution See Sheet 3)
Office held: Andrew Hirsto

(H) The mortgagee under mortgage No. AR44966 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:
(For Execution See Sheet 4)

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Terms of Restriction on the Use of Land

1. The registered proprietor shall not make or permit or suffer the making of any alterations to the basement pump-out system, which is constructed on the lot(s) burdened without the prior consent in writing of Liverpool City Council. The expression "basement pump-out system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

Name of Authority having the power to release, vary or modify the restriction is **Liverpool City Council**.

APPROVED BY LIVERPOOL CITY COUNCIL



.....
General Manager/Authorised Officer

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED by)
LIVERPOOL FAMILY Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)


George Tadrosse
Sole Director/Secretary

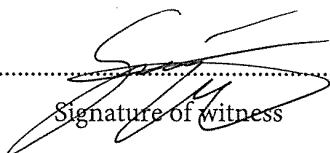
EXECUTED by
VICTORIA 88 Pty Ltd
ACN 640 766 070
in accordance with s127 of
the Corporations Act 2001

Andrew Hrsto
Sole Director/Secretary

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Consent of Mortgagees

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:


.....
Signature of witness

ROBERT GRAJCZYK

.....
Name

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney

.....
Address of witness


.....
Signature of attorney

MATTHEW WAITE

.....
Name

Book 4796 No 690

.....
Power of attorney registration details

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED BY

Liverpool City Council by its authorised delegate pursuant to section 377 of the Local Government Act 1993
(NSW)

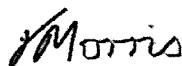


.....
Signature of Delegate



.....
Name of Delegate

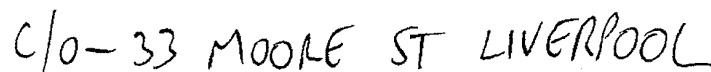
I certify that I am an eligible witness and that the delegate signed in my presence



.....
Signature of Witness

TROY MORRIS

.....
Name of Witness



.....
Address of Witness

Lodger Details

Lodger Code	504981W
Name	SPECTRUM CLIENT SOLUTIONS
Address	GPO BOX 2453 SYDNEY 2001
Lodger Box	390G
Email	ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference	VICTORIA 88 - H

Land Registry Document Identification

AS544971

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1269040	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393
Registered company

Document Type

Restriction on the Use of Land by a Prescribed Authority (13RPA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

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

Executed on behalf of	SPECTRUM SOLUTIONS PTY LIMITED
Signer Name	ANDREW WILLIAM MCNEILL
Signer Organisation	SPECTRUM SOLUTIONS PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	13/10/2022



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * _____

**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Form: 13RPA
Release: 3-1

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

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales

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	1/1269040		
(B) LODGED BY	Document Collection Box 390G	Name, Address or DX, Telephone, and Customer Account Number if any SPECTRUM SOLUTIONS 131493N Reference: VIC 88 HOXTON	CODE RV
(C) REGISTERED PROPRIETOR	Of the above land LIVERPOOL FAMILY PTY LTD ACN 626 100 016 VICTORIA 88 PTY LTD ACN 640 766 070		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AR44966	WIN ST PTY LTD ACN 644 545 282
(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: *T. Morris*

Name of witness: TROY MORRIS

Address of witness: *C/o-33 MOORE ST
LIVERPOOL.*

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 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: LIVERPOOL FAMILY PTY LTD & VICTORIA 88 PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*

Name of authorised person: (For Execution See Sheet 3)

Office held: *George Tadros*

Signature of authorised person: *[Signature]*

Name of authorised person: (For Execution See Sheet 3)

Office held: *Andrew Hristo*

- (H) The mortgagee under mortgage No. AR44966 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:

(For Execution See Sheet 4)

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

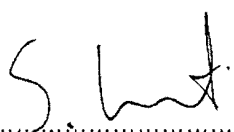
ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Terms of Restriction on the Use of Land

1. The registered proprietor of the burdened lot(s) shall not:
- (a) Erect, construct or place any building or other structure that will encroach upon the on-site stormwater detention system,
 - (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system
- within the land so burdened without the prior written consent of Liverpool City Council.

Name of Authority having the power to release, vary or modify the restriction is **Liverpool City Council**.

APPROVED BY LIVERPOOL CITY COUNCIL

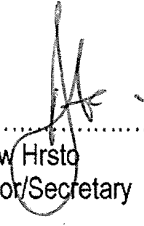

.....
General Manager/Authorised Officer

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED by)
LIVERPOOL FAMILY Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)


.....
George Tadrosse
Sole Director/Secretary

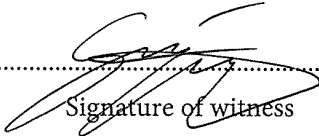
EXECUTED by)
VICTORIA 88 Pty Ltd)
ACN 640 766 070)
in accordance with s127 of)
the Corporations Act 2001)


.....
Andrew Hrsto
Sole Director/Secretary

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

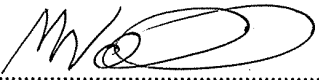
Consent of Mortgagees

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:


.....
Signature of witness

ROBERT GRAJCZYK
.....
Name

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney
.....
Address of witness


.....
Signature of attorney

MATTHEW WAITE
.....
Name

Book 4796 No 690
.....
Power of attorney registration details

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED BY

Liverpool City Council by its authorised delegate pursuant to section 377 of the Local Government Act 1993 (NSW)


.....
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

TROY MORRIS

.....
Name of Witness

C/O-33 MOORE ST LIVERPOOL
.....
Address of Witness

Lodger Details

Lodger Code 504981W
Name SPECTRUM CLIENT SOLUTIONS
Address GPO BOX 2453
SYDNEY 2001
Lodger Box 390G
Email ANDREW@SPECTRUMSOLUTIONS.COM.AU
Reference VICTORIA 88 - H

Land Registry Document Identification

AS544972

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1269040	N	

Applicant

SPECTRUM SOLUTIONS PTY LIMITED ABN 60152116393ACN 152116393
Registered company

Document Type

Restriction on the Use of Land by a Prescribed Authority (13RPA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

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

Executed on behalf of SPECTRUM SOLUTIONS PTY LIMITED
Signer Name ANDREW WILLIAM MCNEILL
Signer Organisation SPECTRUM SOLUTIONS PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 13/10/2022



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
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Lodgment Rules exception number: * _____

**Insert, from the [Lodgment Rules exceptions list](#), the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

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Form: 13RPA
Release: 3-1

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

New South Wales

Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) TORRENS TITLE	1/1269040								
(B) LODGED BY	Document Collection Box 390G	Name, Address or DX, Telephone, and Customer Account Number if any SPECTRUM SOLUTIONS 131493N Reference: VIC 88 HOXTON	CODE RV						
(C) REGISTERED PROPRIETOR	Of the above land LIVERPOOL FAMILY PTY LTD ACN 626 100 016 VICTORIA 88 PTY LTD ACN 640 766 070								
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction <table border="1"><thead><tr><th>Nature of Interest</th><th>Number of Instrument</th><th>Name</th></tr></thead><tbody><tr><td>Mortgage</td><td>AR44966</td><td>WIN ST PTY LTD ACN 644 545 282</td></tr></tbody></table>			Nature of Interest	Number of Instrument	Name	Mortgage	AR44966	WIN ST PTY LTD ACN 644 545 282
Nature of Interest	Number of Instrument	Name							
Mortgage	AR44966	WIN ST PTY LTD ACN 644 545 282							
(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: *T. Morris*
Name of witness: TROY MORRIS
Address of witness: C/0-33 MOORE ST
LIVERPOOL.

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
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: LIVERPOOL FAMILY PTY LTD & VICTORIA 88 PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: (For Execution See Sheet 3)
Office held: George Tadrasse

Signature of authorised person: *[Signature]*
Name of authorised person: (For Execution See Sheet 3)
Office held: Andrew Hirsto

(H) The mortgagee under mortgage No. AR44966 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: _____ Signature of mortgagee: _____
Name of witness: _____ (For Execution See Sheet 4)
Address of witness: _____

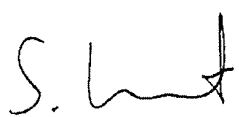
ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Terms of Restriction on the Use of Land

The registered proprietor shall not make or permit or suffer the making of any alterations to the stormwater pre-treatment system, which is constructed/installed on the lot(s) burdened without the prior consent in writing of Liverpool City Council. The expression "Stormwater Pre-Treatment System" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the system.

Name of Authority having the power to release, vary or modify the restriction is **Liverpool City Council**.

APPROVED BY LIVERPOOL CITY COUNCIL

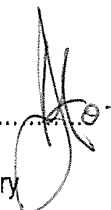

.....
General Manager/Authorised Officer

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED by)
LIVERPOOL FAMILY Pty Ltd)
ACN 626 100 016)
in accordance with s127 of)
the Corporations Act 2001)


.....
George Tadrosse
Sole Director/Secretary

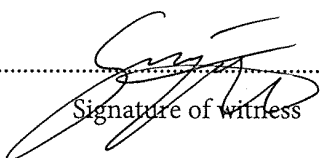
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ACN 640 766 070)
in accordance with s127 of)
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Andrew Hrsto
Sole Director/Secretary

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

Consent of Mortgagees

SIGNED, SEALED and
DELIVERED for WIN ST
Pty Ltd ACN 644 545 282
under power of attorney in
the presence of:


.....
Signature of witness

ROBERT GRAJCZYK
.....
Name

Level 37 Governor Phillip Tower
1 Farrer Place, Sydney
.....
Address of witness


.....
Signature of attorney

MATTHEW WAITE
.....
Name

Book 4796 No 690
.....
Power of attorney registration details

ANNEXURE 'A'
RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 DP 1269040
311 HUME HIGHWAY, LIVERPOOL NSW 2170

EXECUTED BY

Liverpool City Council by its authorised delegate pursuant to section 377 of the Local Government Act 1993
(NSW)


.....
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

TROY MORRIS
.....
Name of Witness

C/O - 33 MOORE ST LIVERPOOL.
.....
Address of Witness

Lodger Details

Lodger Code 506516Q
Name ADVOCATUS LAWYERS & CONSULTANTS
Address L 1, 165 PHILLIP ST
SYDNEY 2000
Lodger Box 1W
Email DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference SP102343-2321

Land Registry Document Identification

AT159739

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP102343	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102343
Other legal entity

Meeting Date

07/02/2023

Amended by-law No.

Details NOT APPLICABLE

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY LAW 1, 2

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP102343

Signer Name DARREN CHARLES KANE

Signer Organisation DARREN CHARLES KANE

Signer Role PRACTITIONER CERTIFIER

Execution Date 08/06/2023



By-Laws

Electronic signature of me, Anita Dalag,
affixed by me, on 11/05/23 at 4:50 PM
Property & Stock Agent Act 2002 Licence No
867112

Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 18/11/2022**

1 Definitions and interpretation clauses

1.1 Definitions

Act means the Strata Schemes Management Act 2015.

Air Conditioning Services means the air conditioning unit, and all fixtures and fittings in relation to the air conditioning unit, for use by an Owner or Occupier of a Lot.

Apartment means a residential apartment forming part of a Lot.

Bin Collection Room means the garbage collection room located on Basement 1 of the Building.

Build Cost means the cost to undertake and complete the Building Works.

Building means the buildings and the land which are the subject of the Strata Plan.

Building A means that part of the Building shown in the Strata Plan as "BUILDING 'A'".

Building Manager means the full time building manager appointed by the Owners Corporation.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceilings enclosing a Lot. Common Property walls include windows and doors in those walls;

(b) the structure of a Lot;

(c) the internal walls inside a Lot (eg, a wall dividing two rooms in a Lot);

(d) Common Property services; or

(e) services in the Strata Scheme whether or not they are for the exclusive use of a Lot.

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

Bulky Waste Storage Room means the room located on Basement 1 of the Building for the storage of bulky goods for garbage collection.

Business Day means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.

By-laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.

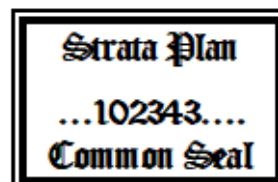
Car Space means a car space forming part of a Lot.

Car Wash Bays means the Common Property car spaces shown marked CW on the Strata Plan.

Claim means any claim, demand, action, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered or made or recovered against any person however arising.

Common Property means the common property comprised in the Strata Plan.

Common Property Rights By-Law has the meaning given under the Act.



Report Date: 11th May 2023



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

Cost means a cost, charge, expense, outgoing, payment, fee or other expenditure of any nature.

Council means the local council having jurisdiction over the local government area where the Strata Scheme is situated and includes Liverpool City Council.

Development Act means the Strata Schemes Development Act 2015.

Developer means:

- (a) Victoria 88 Development Pty Ltd (ACN 642 061 569); and
- (b) any other person or entity nominated by the Original Proprietor by notice in writing to the Owners Corporation.

ECP Spaces means the Common Property car spaces (if any) designated by the Owners Corporation from time to time for the charging of electric vehicles.

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

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

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

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

Garbage Room means the garbage room designated for use by the Owners and Occupiers of the Building.

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

Initial Period means the initial period (as defined under the Act) of the Strata Scheme.

Initial Period Restrictions means the restrictions set out in section 26 of the Act.

Lot means a Lot in the Strata Plan.

Management Statement means the strata management statement registered with the Strata Plan.

Motorbike Space means those parts of the Common Property (if any) designated by the Owners Corporation from time to time for the parking of motorcycles.

Occupation Certificate has the meaning given under the Environmental Planning and Assessment Act 1979 (NSW).

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



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

Original Proprietor means:

- (a) Victoria 88 Pty Ltd (ACN 640 766 070) and Liverpool Family Pty Ltd (ACN 626 100 016) or another person or entity nominated by them by notice in writing to the Owners Corporation; and
- (b) includes the Developer.

For clarity, a reference to the Original Proprietor includes any of the persons comprising the Original Proprietor.

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

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

Parcel means the land comprising the Lots and the Common Property.

Recreation Facilities means the recreational facilities located on the Common Property, including:

- (a) the terrace area on the roof of Building A; and
- (b) the common courtyard on the Ground Floor of the Building.

Security Deposit means an amount equivalent to 20% of the Build Cost.

Security Keys means the keys, magnetic cards or other devices or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate Common Property alarms, security systems or communication systems.

Services means water, sewer, electricity, gas, telephone and communication services and the like available to the Owners and Occupiers and includes any additional services which the Owners Corporation decides to supply.

Shared Facilities has the meaning given in the Management Statement.

Strata Manager means the strata manager of the Strata Scheme appointed by the Owners Corporation from time to time.

Strata Plan means strata plan 102343.

Strata Scheme means the strata scheme established on registration of the Strata Plan.

Storage Space means a storage space, located on the basement levels or elsewhere in the Building, forming part of a Lot.

The Hoxton has the meaning given in the Management Statement.

Total Maintenance Plan means the document titled "total maintenance plan" as set out in Annexure A.

Visitor Car Parking Spaces means the Common Property car spaces shown marked VP on the Strata Plan.

Waste Management Plan has the meaning given under the Management Statement.

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

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(including without limitation, persons taking by novation) and assigns;
(f) a reference to any thing includes a part of that thing; and
(g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Noise and Environmental Emissions

2.1 An Owner or Occupier of a Lot must not:

(a) create any noise on the Parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

(b) do anything that gives rise to the emission of 'offensive noise' as defined under the Protection of the Environment Operations Act 1997 (NSW) including the playing of music, the use of mechanical plant and equipment or the like.

(c) do anything that gives rise to the emission into the surrounding environment of gases, vapours, dusts, odours or other impurities which are a nuisance, injurious or prejudicial to health.

3 Vehicles

3.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.

3.2 The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building.

4 Obstruction of Common Property

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

4.2 The Owners Corporation must ensure that sight lines are kept free from obstructions.

5 Damage to lawns and plants on Common Property

5.1 An Owner or Occupier of a Lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or

(b) use for his or her own purposes as a garden any portion of the Common Property.

5.2 The Owners Corporation must ensure that:

(a) all landscaping on the Common Property is maintained, and lawns and plants on the Common Property are in a healthy state, in perpetuity;

(b) if any of the vegetation comprising the landscaping on the Common Property dies or is removed, it is replaced with vegetation of the same species, and similar maturity, as the vegetation which has died or was removed; and

(c) it submits annually to Council, for three (3) years following the issue of an Occupation Certificate in respect of the Building, a report certifying that the landscaping on the Common Property has been satisfactorily maintained.

6 Damage to Common Property



By-Laws

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

6.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.

6.2 An approval given by the Owners Corporation under By-law 6.1 cannot authorise any additions to the Common Property.

6.3 This By-law does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders provided any alarms are fitted with a timing device in accordance with the requirements of the Protection of the Environment Operations Act 1997 (NSW), or
- (b) any screen or other device (Screen) to prevent entry of animals or insects into their Lot, or
- (c) any structure or device to prevent harm to children.

6.4 Any such locking or safety device, Screen or structure or device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

6.5 Despite section 106 of the Act, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3 that forms part of the Common Property and that services their Lot.

6.6 This By-law 6 is to be read subject to section 109 of the Act.

7 Graffiti

7.1 The Owners Corporation must promptly after the First Annual General Meeting of the Owners Corporation prepare a Graffiti Management Plan.

7.2 The Owners Corporation acknowledges and agrees that the Graffiti Management Plan must incorporate the following:

- (a) methods to minimise graffiti in or on the Building;
- (b) management and notification procedures for the rapid removal of graffiti; and
- (c) provision for the annual review of any "management agreement" for the removal of graffiti to ensure the Building is maintained at optimum level.

7.3 The Owners Corporation must remove any graffiti in or on Common Property, visible from any public road or space, within 48 hours from detection of the graffiti.

8 Behaviour of Owners and Occupiers

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

9 Children playing on Common Property

9.1 Any child for whom an Owner or Occupier of a Lot is responsible may, while under the supervision of an adult,

Report Date: 11th May 2023



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.

9.2 Subject to By-law 9.1, an Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area, lift or other area of possible danger or hazard to children.

10 Behaviour of invitees

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

11 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

12 Smoke penetration

12.1 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance (including e cigarettes) by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not enter the Common Property or any other Lot.

12.2 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance (including e cigarettes) on the Common Property.

13 Cleaning windows and doors

13.1 Except in accordance with By-law 13.2, an Owner or Occupier of a Lot must keep clean all interior and exterior surfaces of glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Storage of inflammable liquids and other substances and materials

14.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

15 Moving and Delivering



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

15.1 Moving and Delivering of Goods

An Owner or Occupier must not transport or permit or cause to be transported furniture or other goods (Goods) on Common Property except in compliance with this By-law.

15.2 Condition

(a) Prior to transporting Goods on Common Property, Owners and Occupiers:

(i) must give the Owner's Corporation not less than 48 hour's notice in writing of the date and time the Goods will be transported; and

(ii) if the Owner or Occupier has engaged a removalist, provide the Owners Corporation with:

(A) the name of the removalist and any other details requested by the Owners Corporation (including those required under By-law 15.2(b)(iv)); and

(B) evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation.

(b) Notices to the Owners Corporation:

(i) must be given not less than 48 hours before the day of transportation;

(ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;

(iii) must identify the approximate quantity of Goods; and

(iv) must include details of any removalist (name, telephone number, mobile number, address, email address and contact name).

(c) Owners and Occupiers may only transport Goods on Common Property at the times and in accordance with the directions of the Owners Corporation.

(d) Owners and Occupiers may only transport Goods in a lift if the lift has a lift protector or blanket.

(e) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting Goods on Common property.

(f) Owners and Occupiers are permitted to transport Goods on Common Property only between the hours of 7.00am to 10.00pm and subject to the terms of this By-law.

(g) Owners and Occupiers must ensure neither they nor their removalist:

(i) obstruct Common Property when transporting the Goods; or

(ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.

(h) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.

(i) Owners and Occupiers must at their own expense:

(i) immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;

(ii) remove debris or other materials left on Common Property as a result of transporting Goods; and

(iii) clean any part of the Common Property which requires cleaning as a consequence of transporting Goods.

15.3 Move In Security Deposit

(a) For the purposes of this By-Law:

(i) Move In Fee means a non-refundable fee to cover the Owners Corporation's Costs of supervising the transportation of Goods, being the sum determined by the Owners Corporation from time to time; and

(ii) Move In Security Deposit means:

(A) the sum of \$550 (including GST); or

(B) such other sum determined by the Owners Corporation from time to time.

(b) Prior to transporting Goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:

(iii) must pay a Move In Security Deposit to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and

(i) must pay to the Owners Corporation, if the Owners Corporation reasonably determines, a Move In Fee.

(c) The Owners Corporation may apply all or part of a Move In Security Deposit to remedy a breach of this By-law, which will be without prejudice to any other right or remedy of the Owners Corporation.



By-Laws

Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(d) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or, if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move In Security Deposit paid under this By-law (or so much of it that has not been applied under this By-law or refunded) to the party who provided it within 7 days of the Owner or Occupier completing transportation of the Goods.

(e) The Move In Security Deposit must be paid by the Owner or Occupier before transporting the Goods.

15.4 An Owner or Occupier must make arrangements with the Owners Corporation at least 24 hours before receipt of any delivery of Goods through the Common Property.

15.5 The Owners Corporation has the right to impose a Move In Security Deposit in accordance with By-law 15.3 for the purpose of By-law 15.4.

16 Floor Coverings

16.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

16.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

17 Building Manager

17.1 The Owners Corporation must promptly after the First Annual General Meeting engage a full time Building Manager.

17.2 The Owners Corporation must ensure that the Building is always under the control of a full time Building Manager.

17.3 The Owners Corporation must ensure that the Building Manager complies with the Building Manager's responsibilities under these By-laws and any other responsibilities requested by the Owners Corporation.

18 Garbage storage and removal

18.1 Obligations of Owners and Occupiers

An Owner or Occupier must, at its Cost:

(a) with the exception of those items which are capable of being recycled, deposit all garbage in:

(i) any bins provided for that purpose in the Garbage Room; or

(ii) any garbage chutes provided for that purpose to the floor on which their Apartment is situated;

(b) only deposit recyclable materials in:

(i) any bins provided for that purpose in the Garbage Room; or

(ii) any garbage chutes provided for that purpose to the floor on which their Apartment is situated;

(c) keep any garbage receptacles and/or recyclable material receptacles the Owner or Occupier places in the Garbage Room clean and, as far as is reasonably practicable, odour free;

(d) comply with the requirements of the Owners Corporation and Government Authorities about the storage and removal from the Building of garbage and recyclable materials (and, in particular, any putrescibles);

(e) immediately clean up any garbage or recyclable materials the Owner or Occupier spills in the Garbage Room (or elsewhere in the Building);

(f) not place garbage or recyclable materials in the receptacle of another Owner or Occupier;

(g) ensure the Waste Management Plan is adhered to at all times;

Report Date: 11th May 2023



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

- (h) not place in a garbage chute any garbage or recyclable materials that are larger than the garbage chute or which may cause a breakdown or a blockage of the garbage chute; and
- (i) if the Owner or Occupier is found to have caused a blockage of a garbage chute, pay to the Owners Corporation a fee for the Cost of clearing the blockage. The amount of the fee will be \$550 (including GST) unless otherwise determined from time to time by the Owners Corporation.

18.2 Obligations of Owners Corporation

The Owners Corporation must:

- (a) ensure all waste generated from the Building is stored, handled and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution or land or water as defined in the Protection of the Environment Operations Act 1997 (NSW);
- (b) notify Council of any pollution incident that occurs at the Building where there may be or is a material harm to the environment, in accordance with Part 5.7 of the Protection of the Environment Operations Act 1997 (NSW);
- (c) ensure all garbage and recyclable materials are transferred to a nominated collection point on the Common Property;
- (d) arrange for the collection of garbage and recyclable materials between the hours of 7.00am and 10.00pm;
- (e) clear the Common Property to facilitate the removal of garbage and recyclable materials from the collection point on the Common Property by Council;
- (f) ensure that Owners and Occupiers comply with their obligations under this By-law in relation to the storage and removal of garbage and recyclable materials;
- (g) ensure that waste and recycling bins are placed for collection at the collection point on the Common Property in the evening prior to pick-up by Council and returned to the Garbage Room as soon as possible after collection by Council;
- (h) ensure any compaction unit for waste management is maintained at all times within the waste storage area;
- (i) effectively communicate with Owners and Occupiers regarding the collection of garbage and recyclable materials for the Building; and
- (j) ensure that waste and recycling bins are stored in the designated garbage refuse area and kept clean and tidy at all times. Bins must not be stored or allowed to overflow into parking, driveway or landscaped areas, must not obstruct the exit of the Building, must not leave the Parcel onto neighbouring public or private properties and must be adequately secured.

18.3 Bin Collection Room

- (a) The Bin Collection Room is used by the Building Manager to store garbage placed in the Garbage Room.
- (b) Owners and Occupiers of the Building are not permitted to access the Bin Collection Room.
- (c) The Owners Corporation may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Bin Collection Room, including:
 - (iii) the manner in which large objects are to be transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
 - (iv) the use of protective covers for surfaces forming part of the Bin Collection Room during such times as large objects or deliveries are transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
 - (v) prohibitions on the use of trolleys or other moving devices; and
 - (vi) insurance requirements.
- (d) The Building Manager must:
 - (i) use the Bin Collection Room only in accordance with these By-laws and in accordance with any rules determined by the Owners Corporation from time to time;
 - (ii) not use the Bin Collection Room in a manner that breaches the conditions of any development consent, permit or authorization or any law applicable to the Strata Scheme or The Hoxton; and
 - (iii) promptly clean up any spills in the Bin Collection Room or the Building.
- (e) By-law 18.2 applies to the Bin Collection Room.

19 Bulky Waste Storage Room



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

19.1 Use of Bulky Waste Storage Room

The Bulky Waste Storage Room may be used by Owners and Occupiers and must be managed by the Building Manager.

19.2 Rules

- (a) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Storage Room from time to time.
- (b) An Owner or Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Storage Room.
- (c) Owners and Occupiers must arrange to place items in the Bulky Waste Storage Room at the times agreed with the Building Manager.
- (d) The Building Manager must arrange for any items placed in the Bulky Waste Storage Room to be collected by the relevant Government Authorities.
- (e) An Owner or Occupier must make good any damage caused by that Owner or Occupier in using the Bulky Waste Storage Room.
- (f) By-law 18.2 applies to the Bulky Waste Storage Room.

20 Visitor Car Parking

- (a) The Visitor Car Parking Spaces may only be used by visitors to the Building.
- (b) An Owner or Occupier must not:
 - (i) park a vehicle in a Visitor Car Parking Space;
 - (ii) enter into a lease or licence, or permit the entry into of a lease or licence, for a Visitor Car Parking Space with any person; or
 - (iii) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- (c) Owners and Occupiers must:
 - (i) at least 24 hours before their visitors use any of the Visitor Car Parking Spaces:
 - (A) make a booking for such use with the Building Manager using any booking platform nominated by the Building Manager from time to time (Booking); and
 - (B) provide to the Building Manager the licence plate number of the relevant vehicle;
 - (ii) ensure that their visitors:
 - (A) use the Visitor Car Parking Spaces for car parking only and not for any other purposes, including for the storage of goods or waste products;
 - (B) observe any vehicle height, weight, width or length limits imposed by the Owners Corporation from time to time;
 - (C) keep the Visitor Car Parking Spaces free of obstructions;
 - (D) do not park in the Visitor Car Parking Spaces (or any of them) for a continuous period of time exceeding 4 hours; and
 - (E) pay any Visitor Fine imposed by the Owners Corporation if the visitor parks in the Visitor Car Parking Spaces (or any of them) for a continuous period of time exceeding 4 hours.
- (d) Owners and Occupiers acknowledge that:
 - (i) a Booking is required for each period of use of the Visitor Car Parking Spaces by a visitor;
 - (ii) a Booking can only be made for a single vehicle;
 - (iii) they cannot make more than 2 Bookings (whether for the same visitor or for different visitors) in any calendar week;



By-Laws

Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

- (iv) if any of their visitors park in the Visitor Car Parking Spaces (or any of them) for a continuous period of time exceeding 4 hours, a Visitor Fine will be payable by the visitor to the Owners Corporation; and
- (v) access to and egress from the Visitor Car Parking Spaces will be controlled by a boom gate.
- (e) If an Owner or Occupier does not comply with this By-law 20 (including By-law 20(c)), the Building Manager may arrange for any vehicle or other item to be removed from the Visitor Car Parking Spaces and/or the Building at the Owner or Occupier's Cost. An Owner or Occupier:
 - (i) may not make a Claim against the Building Manager or the Owners Corporation; and
 - (ii) must indemnify the Building Manager and the Owners Corporation against any Claim made by any of their visitors, in connection with the Building Manager carrying out its obligations or exercising the rights under this By-law 20(e).
- (f) If an Owner or Occupier contravenes By-law 20(a), they must pay an Owner Fine to the Owners Corporation for each contravention.
- (g) For the purposes of this By-law:
 - (i) Owner Fine means \$250 or any other amount determined by the Owners Corporation from time to time; and
 - (ii) Visitor Fine means \$250 or any other amount determined by the Owners Corporation from time to time.

21 Car wash bays

- 21.1 The Car Wash Bays are for use by Owners and Occupiers, and may only be used for washing cars and motorcycles.
- 21.2 The Car Wash Bays may only be used between the hours of 8.00am to 8.00pm or other hours as nominated from time to time by the Owners Corporation.
- 21.3 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Car Wash Bays from time to time.
- 21.4 Owners and Occupiers must:
 - (a) comply with all relevant By-laws and with any rules made by the Owners Corporation under By-law 21.3; and
 - (b) after using a Car Wash Bay, leave the Car Wash Bay in a clean and tidy condition and remove all rubbish after use.

22 Provision of Services

- 22.1 Subject to this By-law, the Owners Corporation has the power to supply Services to the Owners and Occupiers. Services include:
 - (a) electricity supply, gas supply and water supply; and
 - (b) additional services which the Owners Corporation decides to supply according to this By-law.
- 22.2 The Owners Corporation has the power to supply an additional Service in accordance with By-law 22.1 (b) to the Owners and Occupiers if:
 - (a) it decides to do so by an ordinary resolution;
 - (b) there would be significant cost savings if the Owners Corporation purchases the Service in bulk and supplies it to the Owners and Occupiers;
 - (c) the Owners Corporation reasonably determines it would be beneficial to the operation and management of the Building for the Owners Corporation to provide the Service; or
 - (d) an Owner or Occupier asks the Owners Corporation to provide the Service.

Report Date: 11th May 2023



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

22.3 The Owners Corporation has the power to enter into contracts and agreements with the providers of Services.

22.4 The Owners Corporation has the power to disconnect a Service to an Owner or an Occupier who does not pay the Owners Corporation for the Service according to this By-law Instrument only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Owners or Occupiers who have paid the Owners Corporation for the Service; and
- (b) reasonable notice has been given to the Owner or Occupier whose Service is being disconnected.

22.5 In considering whether to supply a Service to Owners or Occupiers the Owners Corporation must determine:

- (a) how it will recover Costs from Owners and Occupiers who may connect to the Service;
- (b) how the Service will be metered; and
- (c) whether the Service will be shared by Owners and Occupiers.

23 keeping of animals

23.1 An Owner or Occupier of a Lot may keep on the Lot or the Common Property with the written approval of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) 1 small caged bird;
- (c) two dogs up to a combined weight of 20kg and provided the dogs are desexed;
- (d) two cats up to a combined weight of 20kg and provided the cats are desexed; or
- (e) a cat and a dog up to a combined weight of 20kg and provided the cat and dog are desexed.

23.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of animals on a Lot or the Common Property in accordance with By-law 23.1.

23.3 If an Owner or Occupier of a Lot keeps animals on the Lot, the Owner or Occupier must:

- (a) keep the animals within the Lot; and
- (b) supervise the animals when they are on the Common Property;
- (c) carry the animals when on internal areas of the Common Property including the lifts;
- (d) minimise any interference (including noise) with an Owner or Occupier of a Lot; and
- (e) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.

23.4 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

23.5 If an Owner or Occupier does not comply with this By-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animal has caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the Owner.

23.6 Subject to By-law 23.1 and 23.4, an Owner or Occupier is not permitted to keep or allow an animal to remain on the Lot.

23.7 This By-law 23 is to be read subject to section 137B of the Act.

24 Notice-board



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

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

25 Compliance with planning and other requirements

25.1 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.

25.2 Each Owner or 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. If so, the Owner or Occupier must notify the Owners Corporation of the changes to the existing use of the Lot.

25.3 Each Owner or Occupier must ensure that their Lot is not occupied by more than two persons per bedroom.

25.4 An Owner or Occupier must not:

- (a) alter the layout of their Lot; or
 - (b) carry out any alterations or additions to the Lot,
- so as to allow the Lot to be occupied by more than two persons per bedroom, or to create additional bedrooms.

26 Short term leasing

26.1 An Owner or Occupier of a Lot for whom the Lot is not their principal place of residence is not permitted to grant a short term lease or licence (being a lease or licence for a term of less than three months).

26.2 An Owner or Occupier of a Lot is not permitted to allow more than the equivalent of two persons per bedroom to occupy a Lot.

26.3 Each Owner or 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 26.

27 Rights of the Owners Corporation to enter the Lot

27.1 In addition to its other rights under these By-laws and its rights under the Act the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

28 Carrying out Building Works

28.1 Subject to this By-law 28, the Owner or Occupier of a Lot must have consent from the Owners Corporation to carry out Building Works.

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

- (a) obtain necessary consents from the Owners Corporation and any relevant Government Authority;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if the Owner or Occupier proposes to interfere with or interrupt Services;



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(d) comply with By-law 28.5(a); and

(e) if the Owner or Occupier does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier proposes to do. The Owner or Occupier of the Lot must give the notice at least 10 Business Days before the Building Works are started.

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

(a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);

(b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

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

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

(a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;

(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier must access the Strata Scheme; and

(c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.

28.5 Security deposit

(a) An Owner or Occupier of a Lot must pay to the Owners Corporation the Security Deposit before the Owner or Occupier commences the Building Works.

(b) The Owners Corporation may, without notice to the Owner or Occupier, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the Owner or Occupier breaches this By-law.

(c) The Owner or Occupier must either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with By-law 28.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.

(d) The Owner or Occupier acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.

(e) Subject to there being no breach of the By-law by the Owner or Occupier, the Owners Corporation must release the Security Deposit within 15 Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the Owner or Occupier has complied with these By-laws (including without limitation remedied any breaches of them).

28.6 This By-law 28 is to be read subject to sections 109 and 110 of the Act.

29 Common Property

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

(a) must comply with their obligations under those easements; and

(b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

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

(a) use Common Property equipment only for its intended purpose;

(b) immediately notify the Owners Corporation if the Owner or Occupier knows about damage or a defect in Common Property; and



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, their visitors or persons doing work or carrying out Building Works in the Strata Scheme on their behalf.

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

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

29.4 All residents of the Strata Scheme have access to the Common Property terrace area on the roof of Building A.

30 Security in the Strata Scheme

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

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

30.3 If the Owners Corporation installs lights in the Common Property, the Owners Corporation must ensure that the spillage of light does not unreasonably interfere with neighbouring properties.

30.4 Subject to this By-law 30, the Owners Corporation has the power to:

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

30.5 If the Owners Corporation exercises its rights under By-law 30.4, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

30.6 The Owners Corporation has the power to:

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

30.7 The Owner or Occupier of a Lot must:

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

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

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



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

30.10 An Owner or Occupier of a Lot must not:

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

31 Rules

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

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

31.3 All Owners and Occupiers must comply with the rules.

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

32 Failure to comply with By-laws

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

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

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

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

33 Notices by email

Any notices may be issued to an Owner or Occupier by the Owners Corporation in accordance with the provisions of the Electronic Transactions Act 2000 (NSW).

34 Access for rectification of defects or for compliance

34.1 If the Original Proprietor or the Owners Corporation requires access to a Lot (Subject Lot) to rectify defects (whether or not contained within the Subject Lot) or to comply with its obligations under these By-laws, the Owners Corporation must (except in the case of an emergency where no notice is required) give to the Owner or Occupier of the Subject Lot a notice requesting access to the Subject Lot within 3 Business Days from the date of the notice, such notice to provide details of the access required (Request).

34.2 The Owner and Occupier of the Subject Lot must grant to the Original Proprietor, the Owners Corporation and



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

their authorised persons access to the Subject Lot in accordance with the Request.

34.3 If the Owner and Occupier of the Subject Lot do not grant to the Owners Corporation and their authorised persons access to the Subject Lot in accordance with By-law 34.2, the Owner of the Subject Lot must pay to the Owners Corporation or as it directs the following:

- (a) \$500 per day for the first 2 Business Days commencing on the day immediately following the date of expiry of the 3 Business Day period referred to in By-law 34(b); and
- (b) thereafter \$750.00 per day,
(Access Debt).

34.4 Within 5 Business Days from the date of request by the Owners Corporation, the Owner of the Subject Lot must pay to the Owners Corporation the Access Debt.

34.5 The Owner and Occupier of the Subject Lot each acknowledge and agree that the amounts specified in By-law 34.3 comprise a genuine pre-estimate of damages that the Owners Corporation will suffer or incur for a breach of By-law 34.2 by the Owner and/or the Occupier of the Subject Lot.

35 Fire Safety

35.1 An Owner or Occupier must:

- (a) immediately notify the Owners Corporation of any defect in or damage to a fire safety device which comes to that Owner's or Occupier's attention;
- (b) comply with laws about fire control;
- (c) not remove any fire attenuation screens; and
- (d) notify the Owners Corporation if the Owner or Occupier changes the lock on the entry door to that Owner's or Occupier's Lot.

35.2 An Owner or Occupier must not and must not permit their invitees to:

- (a) interfere with, damage, obstruct or impede the operation of fire safety devices; or
- (b) do anything that will activate a fire safety device unless there is a fire or other emergency within the Strata Scheme; or
- (c) cause any obstruction of fire safety exits.

35.3 Works

- (a) If the Owners Corporation notifies an Owner or Occupier that access is required to their lot for the purpose of carrying out an inspection or maintenance on fire safety equipment as required by law or regulation, unrestricted access must be provided to the Owners Corporation or their authorised representative on the days required.
- (b) Any fines incurred as a result of non-compliance with By-law 35.3(a) must be paid by the Owner or Occupier as the case may be.
- (c) If the Owners Corporation notifies an Owner that Buildings Works are required to their Lot to enable the issue of a certificate of compliance for safety purposes, the Owner must carry out the works at the Owner's cost.
- (d) If the works required in accordance with By-law 35.3(c) are required to a Lot because of changes to the Building by an Owner or Occupied of another Lot, that Owner or Occupier must pay for the works.
- (e) If an Owner fails to carry out the works promptly, the Owners Corporation may carry out the works and recover the Cost from the Owner as a debt.

35.4 If the Owners Corporation or an Owner or Occupier is required to contact the NSW Fire Brigade as a result of the act, omission, negligence or default of another Owner or Occupier (Defaulting Party), the Defaulting Party must pay to the Owners Corporation or as the Owners Corporation directs the Cost incurred by the Owners Corporation or any Owner or Occupier as result of the Defaulting Party's act, omission, negligence or default.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

36 Cleaning

36.1 The Owners Corporation must ensure any cleaning contractor engaged by the Owners Corporation complies with the terms of the relevant contract under which the contractor was engaged.

37 Recreation Facilities

37.1 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the Recreation Facilities.

37.2 The Owners Corporation may at any time amend or substitute rules made by the Owners Corporation in relation to the use of the Recreation Facilities (acting reasonably).

37.3 Subject to the Act, rules made by the Owners Corporation under this By-law 37.1 may not be the subject of any expert determination or an appeal by any Owner or Occupier.

37.4 Subject to By-law 37.5, the Recreation Facilities may only be used during the hours of 11.00am to 8.00pm seven days a week.

37.5 Owners and Occupiers may use any barbecue areas forming part of the Recreational Facilities (including operate any barbecues forming part of the Recreational Facilities) between the hours of 9.00am and 9.00pm or during other hours approved by the Owners Corporation.

37.6 An Owner or Occupier must (and must ensure that any invitees does):

- (a) comply with any rules made under By-law 37.2 (including any such rules displayed within or at the entrance to the Recreational Facilities) and use the Recreational Facilities subject to and in accordance with those rules;
- (b) subject to By-law 37.5, not use the Recreation Facilities or their surrounds other than between the hours set out in By-law 37.4;
- (c) ensure that any visitor does not use the Recreation Facilities or their surrounds unless accompanied by an Owner or Occupier;
- (d) ensure that children under 15 years of age are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (e) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreation Facilities by other persons;
- (f) not adjust, modify, replace or remove any equipment associated with the Recreation Facilities;
- (g) promptly notify the Building Manager of any damaged or malfunctioning Recreation Facilities;
- (h) at all times be adequately clothed so as not to be likely to offend any other persons using the Recreation Facilities or their surrounds and whilst travelling through the Building to and from the Recreation Facilities;
- (i) not sunbathe in the Recreational Facilities or in their surrounds;
- (j) not engage in any hazardous activities;
- (k) not make or create odours, smoke or excessive noise which interferes with the quiet enjoyment of an Owner or Occupier.

37.7 All Owners and Occupiers using Recreation Facilities, following their use of a Recreational Facility, must:

- (a) dispose of any rubbish;
- (b) clean any surfaces requiring cleaning as a consequence of Owner's or Occupier's use of the Recreation Facility;
- (c) rectify any damage or destruction of the Recreation Facility caused or contributed to by an Owner, Occupier, their visitors or any trespassers as a result of the Owner or Occupier; and
- (d) otherwise leave the Recreation Facility in a good state of repair.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

37.8 If an Owner or Occupier does not comply with this By-law 37, the Owners Corporation can do so and charge the Owner or Occupier a reasonable fee for doing so.

37.9 The Recreation Facilities may be unavailable for use for periods of time for repair and maintenance.

37.10 If an Owner or Occupier wishes to host a party, gathering or meeting in a Recreational Facility, the Owner or Occupier must obtain the prior written consent of the Owners Corporation. The Owners Corporation may grant consent to the party, gathering or meeting in the Recreational Facility on such terms and conditions as the Owners Corporation determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Owners Corporation. If the Owners Corporation requests a security bond, By-law 37.11 will apply.

37.11 The Owner or Occupier must give to the Owners Corporation the security bond before the commencement of any party, gathering or meeting in the Recreational Facility. Subject to the Owner or Occupier complying with its obligations under this By-law 37, the Owners Corporation must release the security bond within 15 Business Days from the date of the conclusion of the party, gathering or meeting.

38 Car parking mechanical ventilation

38.1 The Owners Corporation has the right to install mechanical ventilation plant and equipment (including, but not limited to, ducting, vents, exhaust fans and the like) in the following locations:

- (a) on the car park wall adjacent to any Car Space, provided that such installation will not unreasonably interfere with an Owner's or Occupiers right to use such Car Space in any manner permitted by these By-laws;
- (b) on the wall adjacent to any Storage Space, provided that such installation will not unreasonably interfere with an Owner's or Occupier's right to use such Storage Space in any manner permitted by these By-laws.

38.2 The Owner or Occupier of any Lot affected by mechanical ventilation plant installed on their Lot shall comply with all reasonable requirements of the Owners Corporation in relation to gaining access to the mechanical ventilation plant for repair, maintenance and / or replacement purposes.

39 Parking and controlling traffic on Common Property

39.1 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas which includes but is not limited to those obligations in By-law 39.2;
- (c) install speed humps and other traffic control devices on Common Property;
- (d) install signs about parking; and
- (e) install signs to control traffic on Common Property and, in particular, traffic entering and leaving the Building.

39.2 The Owners Corporation must ensure that:

- (a) all loading and unloading of vehicles occurs on the Common Property;
- (b) all vehicles entering or existing from the Parcel do so in a forward direction at all time, this includes but not limited any waste and recycling collection vehicles;
- (c) all off street parking spaces and internal accessways are maintained to a standard suitable with their intended use;
- (d) there is no reversing of vehicles onto or away from any road reserve, with the exception of any loading bay;
- (e) adequate space is provided and maintained on the Parcel to permit all vehicles to turn in accordance with AS 2890.1 Parking Facilities - Off Street Car Parking;
- (f) all line marking and sign posting is maintained in a good condition at all times, to the satisfaction of Council; and



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(g) all parking areas are used solely for the parking of vehicles.

40 Air conditioning

40.1 This is a Common Property Rights By-Law. The Owners Corporation may amend this By-law only by special resolution and with the written consent of each Owner.

40.2 Each Owner is granted;

- (a) exclusive use of the Air Conditioning Services which exclusively service their Lot; and
- (b) the special privilege to connect to and use the Air Conditioning Services which exclusively service their Lot.

40.3 Each Owner must, at their own Cost:

- (a) operate, maintain (including without limitation maintain in a state of good and serviceable repair), repair and, where necessary, replace the Air Conditioning Services exclusively servicing their Lot;
- (b) use contractors approved by the Owners Corporation to maintain (including without limitation maintain in a state of good and serviceable repair), repair and replace the Air Conditioning Services exclusively servicing their Lot;
- (c) comply with the requirements of any Government Authority in relation to the installation, use, maintenance and repair of the Air Conditioning Services exclusively services their Lot;
- (d) bear the sole responsibility and Cost of insuring the Air Conditioning Services exclusively servicing their Lot;
- (e) repair any damage to Common Property or property of another Owner or Occupier caused by their installation, use, repair, maintenance or replacement of any Air Conditioning Services; and
- (f) indemnify the Owners Corporation against all Claims arising out of or in connection with:
 - (i) the exercise of the rights or compliance with an Owner's obligations under this By-law; and
 - (ii) any failure by an Owner to comply with its obligations under this By-law.

40.4 An Owner or Occupier must not cause or permit the Air Conditioning Services to be used on their Lot in such a manner that it emits noise that can be heard within a habitable room in any other Lot by another Owner or Occupier, whether or not any door or window to that room is open.

40.5 The Owners Corporation must operate, maintain (including without limitation maintain in a state of good and serviceable repair), repair and when necessary, replace:

- (a) all other components of the Air Conditioning Services which are not for the exclusive use of a Lot; and
- (b) provide all other services necessary to supply air conditioning through Air Conditioning Services.

41 Insurance premiums

41.1 An Owner or Occupier of a Lot must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

41.2 If the Owners Corporation gives an Owner or Occupier consent under this By-law 41, the Owners Corporation may impose conditions that, without limitation, require the Owner or Occupier to reimburse the Owners Corporation for any increased premium.

41.3 If an Owner or Occupier does not comply (or refuses to comply) with any conditions imposed by the Owners Corporation, then the Owners Corporation may revoke its consent.

42 Strata Manager



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

The Owner Corporation must ensure that the Strata Scheme is under the management of a full-time Strata Manager.

43 Total Maintenance Plan

43.1 The Total Maintenance Plan is designed to ensure the best outcomes for The Haxton. The Total Maintenance Plan includes preventative, general and long-term maintenance obligations.

43.2 The Owners Corporation must, in respect of the Strata Scheme (other than Shared Facilities within the Strata Scheme), comply with requirements of the Total Maintenance Plan to the extent that they are applicable.

43.3 For clarity, nothing in this By-law obliges the Owners Corporation to:

- (a) comply with those requirements under the section of the Total Maintenance Plan headed "Internal Apartments" (Apartment Requirements); or
- (b) repair, maintain or carry out other works in relation to anything forming part of a Lot.

43.4 Owners and Occupiers must ensure that:

- (a) they have read and understood the Total Maintenance Plan and do all that is necessary to give effect to the Total Maintenance Plan; and
- (b) they comply with the Apartment Requirements.

43.5 For clarity, nothing in this By-law obliges an Owner or Occupier to repair, maintain or carry out other works in relation to anything forming part of Common Property.

43.6 Subject to By-laws 43.3 and 43.5, if these By-laws are inconsistent with the Total Maintenance Plan, then the Total Maintenance Plan will prevail.

43.7 The Owners Corporation acknowledges and agrees that the Original Proprietor may inspect the Common Property and review all maintenance schedules adopted by the Owners Corporation.

43.8 The Original Proprietor may make recommendations for improvements to the maintenance of the Common Property. Such recommendations are to be in accordance with industry standards having regard to the Building.

43.9 If the Original Proprietor makes recommendations to improve the maintenance of the Common Property, the Owners Corporation must do all that is necessary to implement the recommendations made by the Original Proprietor which shall include but not be limited to passing the necessary resolutions to adopt amendments to the Total Maintenance Plan.

43.10 The Owners Corporation releases and indemnifies the Original Proprietor from any Claims as a result of the recommendations made by the Original Proprietor in relation to the Total Maintenance Plan and/or the maintenance of the Common Property.

44 Embedded Network

44.1 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 and for The Hoxton generally.

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



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

Period.

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

44.4 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 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 the Lots;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

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

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

44.6 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.

45 Car Spaces and Storage Spaces

45.1 Obligations of Owners and Occupiers for a Car Space or Storage Space

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

- (a) provide the Owners Corporation with access to the Car Space and/or Storage Space to enable the Owners Corporation to comply with its obligations under these By-laws and the Act;
- (b) keep the Car Space and/or Storage Space clean and tidy;
- (c) use the Car Space and/or Storage Space only for its lawful purpose;



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

- (d) keep the Car Space and the Storage Space free of vermin;
- (e) not enclose the Car Space without prior written approval of the Owners Corporation which may be given subject to reasonable conditions;
- (f) clean up any spills, oil or grease from any vehicle;
- (g) not clean or wash a vehicle in the Car Space;
- (h) repair and make good any damage they cause to the Car Space or Storage Space;
- (i) not store goods on the floor of the Car Space;
- (j) ensure that any items stored in a Storage Space are stored at least 500mm below the sprinkler heads;
- (k) keep the Storage Space cage fence in good repair and condition;
- (l) ensure that all goods stored in the Storage Space are stored on a platform avoiding direct contact with the slab;
- (m) if the Storage Space has a roof or ceiling of any kind, not place or store any item on the roof or ceiling of the Storage Space;
- (n) be responsible for any goods stored in a Storage Space or the Car Space;
- (o) if an Owner or Occupier installs an electrical charging point with the consent of the Owners Corporation, the Owner or Occupier must comply with the requirements of the Owners Corporation applicable to electrical car chargers;
- (p) subject to the prior written approval of the Owners Corporation in relation to the method of security, ensure security for the Storage Space; and
- (q) repair and make good any damage they cause to the Car Space or Storage Space.

45.2 Disabled Car Spaces

- (a) The Owners Corporation and each Owner or Occupier acknowledges and agrees that if the Strata Plan notes a car space as a Disabled Car Space, then that Disabled Car Space forms part of a Lot and may only be used by the Owner or Occupier of the relevant Lot.
- (b) For the purposes of this By-law, Disabled Car Space means a car space marked with a "D" on the Strata Plan.

45.3 Joint responsibility

Where a Storage Space cage fence is shared by two Owners, each Owner is jointly responsible, in equal shares, for the Cost of the repair, maintenance and replacement of the fence.

45.4 Failure to comply

- (a) If an Owner or Occupier does not comply with By-law 45.1, the Owners Corporation may, at the Owner's Cost, enter the Car Space or Storage Space and comply with the Owner and/or Occupier's obligations.
- (b) If an Owner or Occupier does not comply with By-law 45.1, the Owner must compensate the Owners Corporation for:
 - (i) any damage to Common Property or any Lot; and
 - (ii) the Owners Corporation's Costs of exercising its rights in accordance with by-law 45.4(a).

46 Motorbike Spaces

46.1 Owners and Occupiers may use the Motorbike Spaces in accordance with this By-law and any rules made by the owners Corporation under By-law 46.2.

46.2 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Motorbike Spaces from time to time.

46.3 An Owner or Occupier:

- (a) may only use a Motorbike Space for the parking of a motorcycle;
- (b) must clean up any spills, oil or grease from any motorcycle in their possession;
- (c) must not clean or wash a vehicle in a Motorbike Space;
- (d) must repair and make good any damage they cause to a Motorbike Space; and



By-Laws

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

(e) must be responsible for any motorcycle parked by them in a Motorbike Space.

46.4 Motorcycles that are in a state of disrepair must not be parked in a Motorbike Space, or on any other part of the Common Property.

46.5 The Owners Corporation may remove any motorcycles left unattended on any part of the Common Property (except for a Motorbike Space).

46.6 The Owners Corporation may dispose of any motorcycle from a Motorbike Space if abandoned and prior notice is given.

47 ECP Spaces

47.1 The ECP Spaces are for use by Owners and Occupiers, and may only be used for charging electric vehicles.

47.2 The ECP Spaces may only be used between the hours of 8.00am to 8.00pm.

47.3 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the ECP Spaces from time to time.

47.4 Owners and Occupiers must:

- (a) comply with all relevant By-laws and with any rules made by the Owners Corporation under By-law 47.3; and
- (b) after using an ECP Space, leave the ECP Space in a clean and tidy condition and remove all rubbish after use.

48 Management Statement

(a) The Management Statement contain by-laws which affect the Strata Scheme.

(b) Owners and Occupiers, as well as the Owners Corporation, must comply with the Management Statement.

(c) If there is any inconsistency between the terms of the Management Statement and these by-laws:

- (i) the Management Statement will prevail; and
- (ii) the Owners Corporation must amend these By-laws to remove the inconsistency.

(d) A breach of the by-laws contained in the Management Statement amounts to a breach of these By-laws.

49 Common Property Rights By-Law - Signage for Lot 304

49.1 In this By-law:

- (a) Benefited Lot means Lot 304 in the Strata Plan;
- (b) Benefited Owner means the owner from time to time of the Benefited Lot;
- (c) Exclusive Use Area means the part (or parts) of the Common Property affected by the Signage Works;
- (d) Sign means a 1, 2 or 3 dimensional sign (whether or not illuminated);
- (e) Signage Easement means the Easement for Signage 1.7 Wide (Z) (Limited in Stratum) numbered 1 in the Strata Plan; and
- (f) Signage Works means:
 - (i) the installation of a Sign within the site of the Signage Easement; and
 - (ii) the installation of attachments on or into the structure of the Building, and any risers, for electrical wiring, pipes



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

and conduits in whatever capacity as may be necessary for the provision of electricity and other services to and from the site of the Signage Easement.

49.2 The Benefited Owner has:

- (a) the special privilege to carry out the Signage Works and keep them in place; and
- (b) the right of exclusive use and enjoyment of the Exclusive Use Area.

49.3 In exercising the rights under this By-law, the Benefited Owner:

- (a) must not leave any waste or other materials on the Common Property;
- (b) must not cause any unnecessary damage to the Common Property; and
- (c) must, without unreasonable delay, make good any collateral damage caused to Common Property.

49.4 The Benefited Owner must take all reasonable steps to ensure that all and any of its equipment and any other of its assets within site of the Signage Easement is kept maintained, serviceable and in a good state of repair and will not pose any threat of danger on the Common Property.

49.5 The Benefited Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair of the Exclusive Use Area.

The Following are the Special By-laws registered with the scheme.

1 Pre-Meeting & Electronic Voting

Registration Date: 11/05/2023

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

2 Levying of Debt Collection Expenses

Registration Date: 11/05/2023

PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

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

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



A handwritten signature in dark ink, appearing to be 'Anita Dalag'.

By-Laws

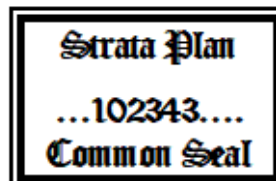
Electronic signature of me, Anita Dalag,
affixed by me, on 11/05/23 at 4:50 PM
Property & Stock Agent Act 2002 Licence No
867112

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) TORRENS TITLE

For the common property
CP/SP 102343

(B) LODGED BY

Document
Collection
Box

573X

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265
HURSTVILLE BC NSW 1481

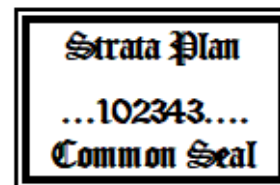
E-mail admin@netstrata.com.au Contact Number 1300 638 787

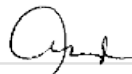
Customer Account Number 123421L Reference 102343

CODE

CH

- (C) The Owner-Strata Plan No. 102343 certify that a special resolution was passed on 7/2/2023
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 1,2
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 102343 was affixed on 11/5/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:
- Signature :  **Electronic signature of me, Anita Dalag, affixed by me, on 11/05/23 at 4:50 PM**
Property & Stock Agent Act 2002 Licence No 867112
- Name : ANITA DALAG- NETSTRATA
- Authority : Appointed Managing Agent

Signature : _____

Name : _____

Authority : _____

Approved Form 10

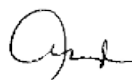
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

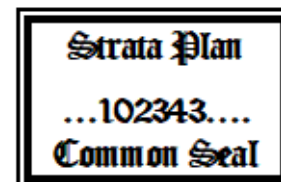
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an
exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing
being lodged with this certificate.~~

The seal of The Owners - Strata Plan 102343 was affixed 11/05/2023 in the presence of the following
person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: 

Name: **Anita Dalag of Netstrata**

Authority: **Appointed Managing Agent**



Owners Corporation Consent

Strata Scheme No 102343

Date 11 May 2023

CP/SP 102343

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 102343

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 102343 by section 273 Strata Schemes Management Act 2015.

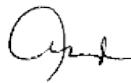
I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws
Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 102343 was affixed on 11/05/23 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.



Signature: Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent

Electronic signature of me, Anita Dalag, affixed by me, on 11/05/23 at 4:50 PM

Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

Lodger Details

Lodger Code	506516Q
Name	ADVOCATUS LAWYERS & CONSULTANTS
Address	L 1, 165 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	DARREN.KANE@ADVOCATUSLAWYERS.COM.AU
Reference	SP102343-4591

Land Registry Document Identification

AW195479

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP102343	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP102343
Other legal entity

Meeting Date

30/03/2026

Added by-law No.

Details SPECIAL BY LAW 10, 11

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP102343
Signer Name	DARREN CHARLES KANE
Signer Organisation	DARREN CHARLES KANE
Signer Role	PRACTITIONER CERTIFIER
Execution Date	09/06/2026



By-Laws

Electronic signature of me, Andrew Tunks,
affixed by me, on 07/05/26 at 9:00 AM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 102343 311 HUME HIGHWAY LIVERPOOL

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration
Date: 18/11/2022**

1 Definitions and interpretation clauses

1.1 Definitions

Act means the Strata Schemes Management Act 2015.

Air Conditioning Services means the air conditioning unit, and all fixtures and fittings in relation to the air conditioning unit, for use by an Owner or Occupier of a Lot.

Apartment means a residential apartment forming part of a Lot.

Bin Collection Room means the garbage collection room located on Basement 1 of the Building.

Build Cost means the cost to undertake and complete the Building Works.

Building means the buildings and the land which are the subject of the Strata Plan.

Building A means that part of the Building shown in the Strata Plan as "BUILDING 'A'".

Building Manager means the full time building manager appointed by the Owners Corporation.

Building Works means works, alterations, additions, damage, removal, repairs or replacement of:

(a) Common Property structures, including the Common Property walls, floor and ceilings enclosing a Lot. Common Property walls include windows and doors in those walls;

(b) the structure of a Lot;

(c) the internal walls inside a Lot (eg, a wall dividing two rooms in a Lot);

(d) Common Property services; or

(e) services in the Strata Scheme whether or not they are for the exclusive use of a Lot.

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

Bulky Waste Storage Room means the room located on Basement 1 of the Building for the storage of bulky goods for garbage collection.

Business Day means a day being Monday to Friday not being a public holiday or bank holiday in New South Wales.

By-laws means the by-laws set out in this document and any other by-laws adopted by the Owners Corporation from time to time.

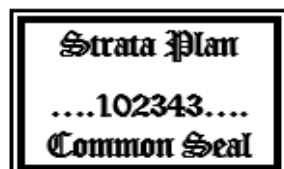
Car Space means a car space forming part of a Lot.

Car Wash Bays means the Common Property car spaces shown marked CW on the Strata Plan.

Claim means any claim, demand, action, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered or made or recovered against any person however arising.

Common Property means the common property comprised in the Strata Plan.

Common Property Rights By-Law has the meaning given under the Act.



Report Date: 7th May 2026



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

Cost means a cost, charge, expense, outgoing, payment, fee or other expenditure of any nature.

Council means the local council having jurisdiction over the local government area where the Strata Scheme is situated and includes Liverpool City Council.

Development Act means the Strata Schemes Development Act 2015.

Developer means:

- (a) Victoria 88 Development Pty Ltd (ACN 642 061 569); and
- (b) any other person or entity nominated by the Original Proprietor by notice in writing to the Owners Corporation.

ECP Spaces means the Common Property car spaces (if any) designated by the Owners Corporation from time to time for the charging of electric vehicles.

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

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

Embedded Network Supplier means an entity that supplies Embedded Network Services.

Embedded Network Service means the supply of any of:

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

Garbage Room means the garbage room designated for use by the Owners and Occupiers of the Building.

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

Initial Period means the initial period (as defined under the Act) of the Strata Scheme.

Initial Period Restrictions means the restrictions set out in section 26 of the Act.

Lot means a Lot in the Strata Plan.

Management Statement means the strata management statement registered with the Strata Plan.

Motorbike Space means those parts of the Common Property (if any) designated by the Owners Corporation from time to time for the parking of motorcycles.

Occupation Certificate has the meaning given under the Environmental Planning and Assessment Act 1979 (NSW).

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



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

Original Proprietor means:

- (a) Victoria 88 Pty Ltd (ACN 640 766 070) and Liverpool Family Pty Ltd (ACN 626 100 016) or another person or entity nominated by them by notice in writing to the Owners Corporation; and
- (b) includes the Developer.

For clarity, a reference to the Original Proprietor includes any of the persons comprising the Original Proprietor.

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

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

Parcel means the land comprising the Lots and the Common Property.

Recreation Facilities means the recreational facilities located on the Common Property, including:

- (a) the terrace area on the roof of Building A; and
- (b) the common courtyard on the Ground Floor of the Building.

Security Deposit means an amount equivalent to 20% of the Build Cost.

Security Keys means the keys, magnetic cards or other devices or information used in the Strata Scheme to open and close Common Property doors, gates or locks or to operate Common Property alarms, security systems or communication systems.

Services means water, sewer, electricity, gas, telephone and communication services and the like available to the Owners and Occupiers and includes any additional services which the Owners Corporation decides to supply.

Shared Facilities has the meaning given in the Management Statement.

Strata Manager means the strata manager of the Strata Scheme appointed by the Owners Corporation from time to time.

Strata Plan means strata plan 102343.

Strata Scheme means the strata scheme established on registration of the Strata Plan.

Storage Space means a storage space, located on the basement levels or elsewhere in the Building, forming part of a Lot.

The Hoxton has the meaning given in the Management Statement.

Total Maintenance Plan means the document titled "total maintenance plan" as set out in Annexure A.

Visitor Car Parking Spaces means the Common Property car spaces shown marked VP on the Strata Plan.

Waste Management Plan has the meaning given under the Management Statement.

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

- (a) headings are for convenience only and do not affect the interpretation of the By-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Government Authority;
- (e) a reference to a person includes reference to the person's executors, administrators, successors, substitutes



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(including without limitation, persons taking by novation) and assigns;
(f) a reference to any thing includes a part of that thing; and
(g) a reference to any statute, regulation, proclamation, ordinance or clause includes all statutes, regulations, proclamations, ordinances or clauses varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and clauses issued under that statute.

2 Noise and Environmental Emissions

2.1 An Owner or Occupier of a Lot must not:

- (a) create any noise on the Parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.
- (b) do anything that gives rise to the emission of 'offensive noise' as defined under the Protection of the Environment Operations Act 1997 (NSW) including the playing of music, the use of mechanical plant and equipment or the like.
- (c) do anything that gives rise to the emission into the surrounding environment of gases, vapours, dusts, odours or other impurities which are a nuisance, injurious or prejudicial to health.

3 Vehicles

3.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the written approval of the Owners Corporation.

3.2 The Owners Corporation may collect information relating to and keep a register of the registration plate details of vehicles parked in the Building.

4 Obstruction of Common Property

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

4.2 The Owners Corporation must ensure that sight lines are kept free from obstructions.

5 Damage to lawns and plants on Common Property

5.1 An Owner or Occupier of a Lot must not:

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

5.2 The Owners Corporation must ensure that:

- (a) all landscaping on the Common Property is maintained, and lawns and plants on the Common Property are in a healthy state, in perpetuity;
- (b) if any of the vegetation comprising the landscaping on the Common Property dies or is removed, it is replaced with vegetation of the same species, and similar maturity, as the vegetation which has died or was removed; and
- (c) it submits annually to Council, for three (3) years following the issue of an Occupation Certificate in respect of the Building, a report certifying that the landscaping on the Common Property has been satisfactorily maintained.

6 Damage to Common Property



By-Laws

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

6.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.

6.2 An approval given by the Owners Corporation under By-law 6.1 cannot authorise any additions to the Common Property.

6.3 This By-law does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders provided any alarms are fitted with a timing device in accordance with the requirements of the Protection of the Environment Operations Act 1997 (NSW), or
- (b) any screen or other device (Screen) to prevent entry of animals or insects into their Lot, or
- (c) any structure or device to prevent harm to children.

6.4 Any such locking or safety device, Screen or structure or device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.

6.5 Despite section 106 of the Act, the Owner of a Lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 6.3 that forms part of the Common Property and that services their Lot.

6.6 This By-law 6 is to be read subject to section 109 of the Act.

7 Graffiti

7.1 The Owners Corporation must promptly after the First Annual General Meeting of the Owners Corporation prepare a Graffiti Management Plan.

7.2 The Owners Corporation acknowledges and agrees that the Graffiti Management Plan must incorporate the following:

- (a) methods to minimise graffiti in or on the Building;
- (b) management and notification procedures for the rapid removal of graffiti; and
- (c) provision for the annual review of any "management agreement" for the removal of graffiti to ensure the Building is maintained at optimum level.

7.3 The Owners Corporation must remove any graffiti in or on Common Property, visible from any public road or space, within 48 hours from detection of the graffiti.

8 Behaviour of Owners and Occupiers

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

9 Children playing on Common Property

9.1 Any child for whom an Owner or Occupier of a Lot is responsible may, while under the supervision of an adult,

Report Date: 7th May 2026



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

play on any area of the Common Property that is designated by the Owners Corporation as an area in which children may play.

9.2 Subject to By-law 9.1, an Owner or Occupier of a Lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area, lift or other area of possible danger or hazard to children.

10 Behaviour of invitees

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

11 Depositing rubbish and other material on Common Property

An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

12 Smoke penetration

12.1 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance (including e cigarettes) by the Owner or Occupier, or any invitee of the Owner or Occupier, on the Lot does not enter the Common Property or any other Lot.

12.2 An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance (including e cigarettes) on the Common Property.

13 Cleaning windows and doors

13.1 Except in accordance with By-law 13.2, an Owner or Occupier of a Lot must keep clean all interior and exterior surfaces of glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

13.2 The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14 Storage of inflammable liquids and other substances and materials

14.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

15 Moving and Delivering



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

15.1 Moving and Delivering of Goods

An Owner or Occupier must not transport or permit or cause to be transported furniture or other goods (Goods) on Common Property except in compliance with this By-law.

15.2 Condition

(a) Prior to transporting Goods on Common Property, Owners and Occupiers:

(i) must give the Owner's Corporation not less than 48 hour's notice in writing of the date and time the Goods will be transported; and

(ii) if the Owner or Occupier has engaged a removalist, provide the Owners Corporation with:

(A) the name of the removalist and any other details requested by the Owners Corporation (including those required under By-law 15.2(b)(iv)); and

(B) evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation.

(b) Notices to the Owners Corporation:

(i) must be given not less than 48 hours before the day of transportation;

(ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;

(iii) must identify the approximate quantity of Goods; and

(iv) must include details of any removalist (name, telephone number, mobile number, address, email address and contact name).

(c) Owners and Occupiers may only transport Goods on Common Property at the times and in accordance with the directions of the Owners Corporation.

(d) Owners and Occupiers may only transport Goods in a lift if the lift has a lift protector or blanket.

(e) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting Goods on Common property.

(f) Owners and Occupiers are permitted to transport Goods on Common Property only between the hours of 7.00am to 10.00pm and subject to the terms of this By-law.

(g) Owners and Occupiers must ensure neither they nor their removalist:

(i) obstruct Common Property when transporting the Goods; or

(ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.

(h) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.

(i) Owners and Occupiers must at their own expense:

(i) immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;

(ii) remove debris or other materials left on Common Property as a result of transporting Goods; and

(iii) clean any part of the Common Property which requires cleaning as a consequence of transporting Goods.

15.3 Move In Security Deposit

(a) For the purposes of this By-Law:

(i) Move In Fee means a non-refundable fee to cover the Owners Corporation's Costs of supervising the transportation of Goods, being the sum determined by the Owners Corporation from time to time; and

(ii) Move In Security Deposit means:

(A) the sum of \$550 (including GST); or

(B) such other sum determined by the Owners Corporation from time to time.

(b) Prior to transporting Goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:

(iii) must pay a Move In Security Deposit to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and

(i) must pay to the Owners Corporation, if the Owners Corporation reasonably determines, a Move In Fee.

(c) The Owners Corporation may apply all or part of a Move In Security Deposit to remedy a breach of this By-law, which will be without prejudice to any other right or remedy of the Owners Corporation.



By-Laws

Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(d) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or, if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move In Security Deposit paid under this By-law (or so much of it that has not been applied under this By-law or refunded) to the party who provided it within 7 days of the Owner or Occupier completing transportation of the Goods.

(e) The Move In Security Deposit must be paid by the Owner or Occupier before transporting the Goods.

15.4 An Owner or Occupier must make arrangements with the Owners Corporation at least 24 hours before receipt of any delivery of Goods through the Common Property.

15.5 The Owners Corporation has the right to impose a Move In Security Deposit in accordance with By-law 15.3 for the purpose of By-law 15.4.

16 Floor Coverings

16.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

16.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

17 Building Manager

17.1 The Owners Corporation must promptly after the First Annual General Meeting engage a full time Building Manager.

17.2 The Owners Corporation must ensure that the Building is always under the control of a full time Building Manager.

17.3 The Owners Corporation must ensure that the Building Manager complies with the Building Manager's responsibilities under these By-laws and any other responsibilities requested by the Owners Corporation.

18 Garbage storage and removal

18.1 Obligations of Owners and Occupiers

An Owner or Occupier must, at its Cost:

(a) with the exception of those items which are capable of being recycled, deposit all garbage in:

(i) any bins provided for that purpose in the Garbage Room; or

(ii) any garbage chutes provided for that purpose to the floor on which their Apartment is situated;

(b) only deposit recyclable materials in:

(i) any bins provided for that purpose in the Garbage Room; or

(ii) any garbage chutes provided for that purpose to the floor on which their Apartment is situated;

(c) keep any garbage receptacles and/or recyclable material receptacles the Owner or Occupier places in the Garbage Room clean and, as far as is reasonably practicable, odour free;

(d) comply with the requirements of the Owners Corporation and Government Authorities about the storage and removal from the Building of garbage and recyclable materials (and, in particular, any putrescibles);

(e) immediately clean up any garbage or recyclable materials the Owner or Occupier spills in the Garbage Room (or elsewhere in the Building);

(f) not place garbage or recyclable materials in the receptacle of another Owner or Occupier;

(g) ensure the Waste Management Plan is adhered to at all times;



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

- (h) not place in a garbage chute any garbage or recyclable materials that are larger than the garbage chute or which may cause a breakdown or a blockage of the garbage chute; and
- (i) if the Owner or Occupier is found to have caused a blockage of a garbage chute, pay to the Owners Corporation a fee for the Cost of clearing the blockage. The amount of the fee will be \$550 (including GST) unless otherwise determined from time to time by the Owners Corporation.

18.2 Obligations of Owners Corporation

The Owners Corporation must:

- (a) ensure all waste generated from the Building is stored, handled and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution or land or water as defined in the Protection of the Environment Operations Act 1997 (NSW);
- (b) notify Council of any pollution incident that occurs at the Building where there may be or is a material harm to the environment, in accordance with Part 5.7 of the Protection of the Environment Operations Act 1997 (NSW);
- (c) ensure all garbage and recyclable materials are transferred to a nominated collection point on the Common Property;
- (d) arrange for the collection of garbage and recyclable materials between the hours of 7.00am and 10.00pm;
- (e) clear the Common Property to facilitate the removal of garbage and recyclable materials from the collection point on the Common Property by Council;
- (f) ensure that Owners and Occupiers comply with their obligations under this By-law in relation to the storage and removal of garbage and recyclable materials;
- (g) ensure that waste and recycling bins are placed for collection at the collection point on the Common Property in the evening prior to pick-up by Council and returned to the Garbage Room as soon as possible after collection by Council;
- (h) ensure any compaction unit for waste management is maintained at all times within the waste storage area;
- (i) effectively communicate with Owners and Occupiers regarding the collection of garbage and recyclable materials for the Building; and
- (j) ensure that waste and recycling bins are stored in the designated garbage refuse area and kept clean and tidy at all times. Bins must not be stored or allowed to overflow into parking, driveway or landscaped areas, must not obstruct the exit of the Building, must not leave the Parcel onto neighbouring public or private properties and must be adequately secured.

18.3 Bin Collection Room

- (a) The Bin Collection Room is used by the Building Manager to store garbage placed in the Garbage Room.
- (b) Owners and Occupiers of the Building are not permitted to access the Bin Collection Room.
- (c) The Owners Corporation may, from time to time, make reasonable rules and impose conditions (acting reasonably) in relation to the use of the Bin Collection Room, including:
- (iii) the manner in which large objects are to be transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
- (iv) the use of protective covers for surfaces forming part of the Bin Collection Room during such times as large objects or deliveries are transported to and from the Bin Collection Room and the Garbage Room (as the case may be);
- (v) prohibitions on the use of trolleys or other moving devices; and
- (vi) insurance requirements.
- (d) The Building Manager must:
- (i) use the Bin Collection Room only in accordance with these By-laws and in accordance with any rules determined by the Owners Corporation from time to time;
- (ii) not use the Bin Collection Room in a manner that breaches the conditions of any development consent, permit or authorization or any law applicable to the Strata Scheme or The Hoxton; and
- (iii) promptly clean up any spills in the Bin Collection Room or the Building.
- (e) By-law 18.2 applies to the Bin Collection Room.

19 Bulky Waste Storage Room



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

19.1 Use of Bulky Waste Storage Room

The Bulky Waste Storage Room may be used by Owners and Occupiers and must be managed by the Building Manager.

19.2 Rules

- (a) The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Bulky Waste Storage Room from time to time.
- (b) An Owner or Occupier must not store perishable items or any inflammable, explosive or dangerous substances in the Bulky Waste Storage Room.
- (c) Owners and Occupiers must arrange to place items in the Bulky Waste Storage Room at the times agreed with the Building Manager.
- (d) The Building Manager must arrange for any items placed in the Bulky Waste Storage Room to be collected by the relevant Government Authorities.
- (e) An Owner or Occupier must make good any damage caused by that Owner or Occupier in using the Bulky Waste Storage Room.
- (f) By-law 18.2 applies to the Bulky Waste Storage Room.

20 Visitor Car Parking

- (a) The Visitor Car Parking Spaces may only be used by visitors to the Building.
- (b) An Owner or Occupier must not:
 - (i) park a vehicle in a Visitor Car Parking Space;
 - (ii) enter into a lease or licence, or permit the entry into of a lease or licence, for a Visitor Car Parking Space with any person; or
 - (iii) impose timed parking fees, or permit the imposition of timed parking fees, on the use of a Visitor Car Parking Space.
- (c) Owners and Occupiers must:
 - (i) at least 24 hours before their visitors use any of the Visitor Car Parking Spaces:
 - (A) make a booking for such use with the Building Manager using any booking platform nominated by the Building Manager from time to time (Booking); and
 - (B) provide to the Building Manager the licence plate number of the relevant vehicle;
 - (ii) ensure that their visitors:
 - (A) use the Visitor Car Parking Spaces for car parking only and not for any other purposes, including for the storage of goods or waste products;
 - (B) observe any vehicle height, weight, width or length limits imposed by the Owners Corporation from time to time;
 - (C) keep the Visitor Car Parking Spaces free of obstructions;
 - (D) do not park in the Visitor Car Parking Spaces (or any of them) for a continuous period of time exceeding 4 hours; and
 - (E) pay any Visitor Fine imposed by the Owners Corporation if the visitor parks in the Visitor Car Parking Spaces (or any of them) for a continuous period of time exceeding 4 hours.
- (d) Owners and Occupiers acknowledge that:
 - (i) a Booking is required for each period of use of the Visitor Car Parking Spaces by a visitor;
 - (ii) a Booking can only be made for a single vehicle;
 - (iii) they cannot make more than 2 Bookings (whether for the same visitor or for different visitors) in any calendar week;



By-Laws

Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(iv) if any of their visitors park in the Visitor Car Parking Spaces (or any of them) for a continuous period of time exceeding 4 hours, a Visitor Fine will be payable by the visitor to the Owners Corporation; and
(v) access to and egress from the Visitor Car Parking Spaces will be controlled by a boom gate.

(e) If an Owner or Occupier does not comply with this By-law 20 (including By-law 20(c)), the Building Manager may arrange for any vehicle or other item to be removed from the Visitor Car Parking Spaces and/or the Building at the Owner or Occupier's Cost. An Owner or Occupier:

(i) may not make a Claim against the Building Manager or the Owners Corporation; and

(ii) must indemnify the Building Manager and the Owners Corporation against any Claim made by any of their visitors, in connection with the Building Manager carrying out its obligations or exercising the rights under this By-law 20(e).

(f) If an Owner or Occupier contravenes By-law 20(a), they must pay an Owner Fine to the Owners Corporation for each contravention.

(g) For the purposes of this By-law:

(i) Owner Fine means \$250 or any other amount determined by the Owners Corporation from time to time; and

(ii) Visitor Fine means \$250 or any other amount determined by the Owners Corporation from time to time.

21 Car wash bays

21.1 The Car Wash Bays are for use by Owners and Occupiers, and may only be used for washing cars and motorcycles.

21.2 The Car Wash Bays may only be used between the hours of 8.00am to 8.00pm or other hours as nominated from time to time by the Owners Corporation.

21.3 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Car Wash Bays from time to time.

21.4 Owners and Occupiers must:

(a) comply with all relevant By-laws and with any rules made by the Owners Corporation under By-law 21.3; and

(b) after using a Car Wash Bay, leave the Car Wash Bay in a clean and tidy condition and remove all rubbish after use.

22 Provision of Services

22.1 Subject to this By-law, the Owners Corporation has the power to supply Services to the Owners and Occupiers. Services include:

(a) electricity supply, gas supply and water supply; and

(b) additional services which the Owners Corporation decides to supply according to this By-law.

22.2 The Owners Corporation has the power to supply an additional Service in accordance with By-law 22.1 (b) to the Owners and Occupiers if:

(a) it decides to do so by an ordinary resolution;

(b) there would be significant cost savings if the Owners Corporation purchases the Service in bulk and supplies it to the Owners and Occupiers;

(c) the Owners Corporation reasonably determines it would be beneficial to the operation and management of the Building for the Owners Corporation to provide the Service; or

(d) an Owner or Occupier asks the Owners Corporation to provide the Service.

Report Date: 7th May 2026



By-Laws

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

22.3 The Owners Corporation has the power to enter into contracts and agreements with the providers of Services.

22.4 The Owners Corporation has the power to disconnect a Service to an Owner or an Occupier who does not pay the Owners Corporation for the Service according to this By-law Instrument only in the following circumstances:

- (a) if doing so does not interfere with the provision of that Service to other Owners or Occupiers who have paid the Owners Corporation for the Service; and
- (b) reasonable notice has been given to the Owner or Occupier whose Service is being disconnected.

22.5 In considering whether to supply a Service to Owners or Occupiers the Owners Corporation must determine:

- (a) how it will recover Costs from Owners and Occupiers who may connect to the Service;
- (b) how the Service will be metered; and
- (c) whether the Service will be shared by Owners and Occupiers.

23 keeping of animals

23.1 An Owner or Occupier of a Lot may keep on the Lot or the Common Property with the written approval of the Owners Corporation:

- (a) fish in an enclosed aquarium;
- (b) 1 small caged bird;
- (c) two dogs up to a combined weight of 20kg and provided the dogs are desexed;
- (d) two cats up to a combined weight of 20kg and provided the cats are desexed; or
- (e) a cat and a dog up to a combined weight of 20kg and provided the cat and dog are desexed.

23.2 The Owners Corporation must not unreasonably withhold its approval of the keeping of animals on a Lot or the Common Property in accordance with By-law 23.1.

23.3 If an Owner or Occupier of a Lot keeps animals on the Lot, the Owner or Occupier must:

- (a) keep the animals within the Lot; and
- (b) supervise the animals when they are on the Common Property;
- (c) carry the animals when on internal areas of the Common Property including the lifts;
- (d) minimise any interference (including noise) with an Owner or Occupier of a Lot; and
- (e) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the animals.

23.4 An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

23.5 If an Owner or Occupier does not comply with this By-law, the Owners Corporation may request the immediate removal of the animal(s) and if the animal has caused any damage or destruction to any part of the Building, rectify such damage or destruction at the Cost of the Owner.

23.6 Subject to By-law 23.1 and 23.4, an Owner or Occupier is not permitted to keep or allow an animal to remain on the Lot.

23.7 This By-law 23 is to be read subject to section 137B of the Act.

24 Notice-board



By-Laws

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

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

25 Compliance with planning and other requirements

25.1 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.

25.2 Each Owner or 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. If so, the Owner or Occupier must notify the Owners Corporation of the changes to the existing use of the Lot.

25.3 Each Owner or Occupier must ensure that their Lot is not occupied by more than two persons per bedroom.

25.4 An Owner or Occupier must not:

- (a) alter the layout of their Lot; or
 - (b) carry out any alterations or additions to the Lot,
- so as to allow the Lot to be occupied by more than two persons per bedroom, or to create additional bedrooms.

26 Short term leasing

26.1 An Owner or Occupier of a Lot for whom the Lot is not their principal place of residence is not permitted to grant a short term lease or licence (being a lease or licence for a term of less than three months).

26.2 An Owner or Occupier of a Lot is not permitted to allow more than the equivalent of two persons per bedroom to occupy a Lot.

26.3 Each Owner or 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 26.

27 Rights of the Owners Corporation to enter the Lot

27.1 In addition to its other rights under these By-laws and its rights under the Act the Owners Corporation has the right to enter the Lot to operate, inspect, test, treat, use, maintain, repair or replace Common Property. The procedures with which the Owners Corporation must comply when it exercises this right are in the Act.

28 Carrying out Building Works

28.1 Subject to this By-law 28, the Owner or Occupier of a Lot must have consent from the Owners Corporation to carry out Building Works.

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

- (a) obtain necessary consents from the Owners Corporation and any relevant Government Authority;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if the Owner or Occupier proposes to interfere with or interrupt Services;

Report Date: 7th May 2026



By-Laws

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

(d) comply with By-law 28.5(a); and

(e) if the Owner or Occupier does not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what the Owner or Occupier proposes to do. The Owner or Occupier of the Lot must give the notice at least 10 Business Days before the Building Works are started.

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

(a) use qualified, reputable and, where appropriate, licensed contractors acceptable to the Owners Corporation (acting reasonably);

(b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and

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

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

(a) arrange with the Owners Corporation a suitable time and means by which to access the Strata Scheme for purposes associated with those Building Works;

(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which the Owner or Occupier must access the Strata Scheme; and

(c) ensure that contractors and any persons involved in carrying out the Building Works comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access the Strata Scheme.

28.5 Security deposit

(a) An Owner or Occupier of a Lot must pay to the Owners Corporation the Security Deposit before the Owner or Occupier commences the Building Works.

(b) The Owners Corporation may, without notice to the Owner or Occupier, recover from the Security Deposit any Cost incurred or loss suffered by the Owners Corporation if the Owner or Occupier breaches this By-law.

(c) The Owner or Occupier must either replace the Security Deposit or the proportion of the Security Deposit recovered by the Owners Corporation in accordance with By-law 28.5(b) within 5 Business Days of receiving notice from the Owners Corporation to do so.

(d) The Owner or Occupier acknowledges that the Owners Corporation is not required to invest the Security Deposit and no interest will be earned on the Security Deposit.

(e) Subject to there being no breach of the By-law by the Owner or Occupier, the Owners Corporation must release the Security Deposit within 15 Business Days from the date the Owners Corporation inspects the Building Works and the Owners Corporation determines (acting reasonably) that the Owner or Occupier has complied with these By-laws (including without limitation remedied any breaches of them).

28.6 This By-law 28 is to be read subject to sections 109 and 110 of the Act.

29 Common Property

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

(a) must comply with their obligations under those easements; and

(b) must not do anything to prevent the benefited parties under those easements from exercising their rights to use Common Property under those easements.

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

(a) use Common Property equipment only for its intended purpose;

(b) immediately notify the Owners Corporation if the Owner or Occupier knows about damage or a defect in Common Property; and



By-Laws

Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, their visitors or persons doing work or carrying out Building Works in the Strata Scheme on their behalf.

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

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

29.4 All residents of the Strata Scheme have access to the Common Property terrace area on the roof of Building A.

30 Security in the Strata Scheme

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

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

30.3 If the Owners Corporation installs lights in the Common Property, the Owners Corporation must ensure that the spillage of light does not unreasonably interfere with neighbouring properties.

30.4 Subject to this By-law 30, the Owners Corporation has the power to:

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

30.5 If the Owners Corporation exercises its rights under By-law 30.4, it may provide the Owner or Occupier of a Lot with a Security Key for the relevant part of Common Property.

30.6 The Owners Corporation has the power to:

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

30.7 The Owner or Occupier of a Lot must:

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

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

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



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

30.10 An Owner or Occupier of a Lot must not:

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

31 Rules

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

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

31.3 All Owners and Occupiers must comply with the rules.

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

32 Failure to comply with By-laws

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

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

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

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

33 Notices by email

Any notices may be issued to an Owner or Occupier by the Owners Corporation in accordance with the provisions of the Electronic Transactions Act 2000 (NSW).

34 Access for rectification of defects or for compliance

34.1 If the Original Proprietor or the Owners Corporation requires access to a Lot (Subject Lot) to rectify defects (whether or not contained within the Subject Lot) or to comply with its obligations under these By-laws, the Owners Corporation must (except in the case of an emergency where no notice is required) give to the Owner or Occupier of the Subject Lot a notice requesting access to the Subject Lot within 3 Business Days from the date of the notice, such notice to provide details of the access required (Request).

34.2 The Owner and Occupier of the Subject Lot must grant to the Original Proprietor, the Owners Corporation and



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

their authorised persons access to the Subject Lot in accordance with the Request.

34.3 If the Owner and Occupier of the Subject Lot do not grant to the Owners Corporation and their authorised persons access to the Subject Lot in accordance with By-law 34.2, the Owner of the Subject Lot must pay to the Owners Corporation or as it directs the following:

- (a) \$500 per day for the first 2 Business Days commencing on the day immediately following the date of expiry of the 3 Business Day period referred to in By-law 34(b); and
- (b) thereafter \$750.00 per day,
(Access Debt).

34.4 Within 5 Business Days from the date of request by the Owners Corporation, the Owner of the Subject Lot must pay to the Owners Corporation the Access Debt.

34.5 The Owner and Occupier of the Subject Lot each acknowledge and agree that the amounts specified in By-law 34.3 comprise a genuine pre-estimate of damages that the Owners Corporation will suffer or incur for a breach of By-law 34.2 by the Owner and/or the Occupier of the Subject Lot.

35 Fire Safety

35.1 An Owner or Occupier must:

- (a) immediately notify the Owners Corporation of any defect in or damage to a fire safety device which comes to that Owner's or Occupier's attention;
- (b) comply with laws about fire control;
- (c) not remove any fire attenuation screens; and
- (d) notify the Owners Corporation if the Owner or Occupier changes the lock on the entry door to that Owner's or Occupier's Lot.

35.2 An Owner or Occupier must not and must not permit their invitees to:

- (a) interfere with, damage, obstruct or impede the operation of fire safety devices; or
- (b) do anything that will activate a fire safety device unless there is a fire or other emergency within the Strata Scheme; or
- (c) cause any obstruction of fire safety exits.

35.3 Works

- (a) If the Owners Corporation notifies an Owner or Occupier that access is required to their lot for the purpose of carrying out an inspection or maintenance on fire safety equipment as required by law or regulation, unrestricted access must be provided to the Owners Corporation or their authorised representative on the days required.
- (b) Any fines incurred as a result of non-compliance with By-law 35.3(a) must be paid by the Owner or Occupier as the case may be.
- (c) If the Owners Corporation notifies an Owner that Buildings Works are required to their Lot to enable the issue of a certificate of compliance for safety purposes, the Owner must carry out the works at the Owner's cost.
- (d) If the works required in accordance with By-law 35.3(c) are required to a Lot because of changes to the Building by an Owner or Occupied of another Lot, that Owner or Occupier must pay for the works.
- (e) If an Owner fails to carry out the works promptly, the Owners Corporation may carry out the works and recover the Cost from the Owner as a debt.

35.4 If the Owners Corporation or an Owner or Occupier is required to contact the NSW Fire Brigade as a result of the act, omission, negligence or default of another Owner or Occupier (Defaulting Party), the Defaulting Party must pay to the Owners Corporation or as the Owners Corporation directs the Cost incurred by the Owners Corporation or any Owner or Occupier as result of the Defaulting Party's act, omission, negligence or default.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

36 Cleaning

36.1 The Owners Corporation must ensure any cleaning contractor engaged by the Owners Corporation complies with the terms of the relevant contract under which the contractor was engaged.

37 Recreation Facilities

37.1 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) in relation to the Recreation Facilities.

37.2 The Owners Corporation may at any time amend or substitute rules made by the Owners Corporation in relation to the use of the Recreation Facilities (acting reasonably).

37.3 Subject to the Act, rules made by the Owners Corporation under this By-law 37.1 may not be the subject of any expert determination or an appeal by any Owner or Occupier.

37.4 Subject to By-law 37.5, the Recreation Facilities may only be used during the hours of 11.00am to 8.00pm seven days a week.

37.5 Owners and Occupiers may use any barbecue areas forming part of the Recreational Facilities (including operate any barbecues forming part of the Recreational Facilities) between the hours of 9.00am and 9.00pm or during other hours approved by the Owners Corporation.

37.6 An Owner or Occupier must (and must ensure that any invitees does):

- (a) comply with any rules made under By-law 37.2 (including any such rules displayed within or at the entrance to the Recreational Facilities) and use the Recreational Facilities subject to and in accordance with those rules;
- (b) subject to By-law 37.5, not use the Recreation Facilities or their surrounds other than between the hours set out in By-law 37.4;
- (c) ensure that any visitor does not use the Recreation Facilities or their surrounds unless accompanied by an Owner or Occupier;
- (d) ensure that children under 15 years of age are not in or around the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (e) exercise caution at all times and not behave in a manner that is likely to interfere with the use of the Recreation Facilities by other persons;
- (f) not adjust, modify, replace or remove any equipment associated with the Recreation Facilities;
- (g) promptly notify the Building Manager of any damaged or malfunctioning Recreation Facilities;
- (h) at all times be adequately clothed so as not to be likely to offend any other persons using the Recreation Facilities or their surrounds and whilst travelling through the Building to and from the Recreation Facilities;
- (i) not sunbathe in the Recreational Facilities or in their surrounds;
- (j) not engage in any hazardous activities;
- (k) not make or create odours, smoke or excessive noise which interferes with the quiet enjoyment of an Owner or Occupier.

37.7 All Owners and Occupiers using Recreation Facilities, following their use of a Recreational Facility, must:

- (a) dispose of any rubbish;
- (b) clean any surfaces requiring cleaning as a consequence of Owner's or Occupier's use of the Recreation Facility;
- (c) rectify any damage or destruction of the Recreation Facility caused or contributed to by an Owner, Occupier, their visitors or any trespassers as a result of the Owner or Occupier; and
- (d) otherwise leave the Recreation Facility in a good state of repair.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

37.8 If an Owner or Occupier does not comply with this By-law 37, the Owners Corporation can do so and charge the Owner or Occupier a reasonable fee for doing so.

37.9 The Recreation Facilities may be unavailable for use for periods of time for repair and maintenance.

37.10 If an Owner or Occupier wishes to host a party, gathering or meeting in a Recreational Facility, the Owner or Occupier must obtain the prior written consent of the Owners Corporation. The Owners Corporation may grant consent to the party, gathering or meeting in the Recreational Facility on such terms and conditions as the Owners Corporation determines (acting reasonably) which may include the Owner or Occupier providing a security bond for an amount determined by the Owners Corporation. If the Owners Corporation requests a security bond, By-law 37.11 will apply.

37.11 The Owner or Occupier must give to the Owners Corporation the security bond before the commencement of any party, gathering or meeting in the Recreational Facility. Subject to the Owner or Occupier complying with its obligations under this By-law 37, the Owners Corporation must release the security bond within 15 Business Days from the date of the conclusion of the party, gathering or meeting.

38 Car parking mechanical ventilation

38.1 The Owners Corporation has the right to install mechanical ventilation plant and equipment (including, but not limited to, ducting, vents, exhaust fans and the like) in the following locations:

- (a) on the car park wall adjacent to any Car Space, provided that such installation will not unreasonably interfere with an Owner's or Occupiers right to use such Car Space in any manner permitted by these By-laws;
- (b) on the wall adjacent to any Storage Space, provided that such installation will not unreasonably interfere with an Owner's or Occupier's right to use such Storage Space in any manner permitted by these By-laws.

38.2 The Owner or Occupier of any Lot affected by mechanical ventilation plant installed on their Lot shall comply with all reasonable requirements of the Owners Corporation in relation to gaining access to the mechanical ventilation plant for repair, maintenance and / or replacement purposes.

39 Parking and controlling traffic on Common Property

39.1 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic on Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas which includes but is not limited to those obligations in By-law 39.2;
- (c) install speed humps and other traffic control devices on Common Property;
- (d) install signs about parking; and
- (e) install signs to control traffic on Common Property and, in particular, traffic entering and leaving the Building.

39.2 The Owners Corporation must ensure that:

- (a) all loading and unloading of vehicles occurs on the Common Property;
- (b) all vehicles entering or existing from the Parcel do so in a forward direction at all time, this includes but not limited any waste and recycling collection vehicles;
- (c) all off street parking spaces and internal accessways are maintained to a standard suitable with their intended use;
- (d) there is no reversing of vehicles onto or away from any road reserve, with the exception of any loading bay;
- (e) adequate space is provided and maintained on the Parcel to permit all vehicles to turn in accordance with AS 2890.1 Parking Facilities - Off Street Car Parking;
- (f) all line marking and sign posting is maintained in a good condition at all times, to the satisfaction of Council; and



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

(g) all parking areas are used solely for the parking of vehicles.

40 Air conditioning

40.1 This is a Common Property Rights By-Law. The Owners Corporation may amend this By-law only by special resolution and with the written consent of each Owner.

40.2 Each Owner is granted;

- (a) exclusive use of the Air Conditioning Services which exclusively service their Lot; and
- (b) the special privilege to connect to and use the Air Conditioning Services which exclusively service their Lot.

40.3 Each Owner must, at their own Cost:

- (a) operate, maintain (including without limitation maintain in a state of good and serviceable repair), repair and, where necessary, replace the Air Conditioning Services exclusively servicing their Lot;
- (b) use contractors approved by the Owners Corporation to maintain (including without limitation maintain in a state of good and serviceable repair), repair and replace the Air Conditioning Services exclusively servicing their Lot;
- (c) comply with the requirements of any Government Authority in relation to the installation, use, maintenance and repair of the Air Conditioning Services exclusively services their Lot;
- (d) bear the sole responsibility and Cost of insuring the Air Conditioning Services exclusively servicing their Lot;
- (e) repair any damage to Common Property or property of another Owner or Occupier caused by their installation, use, repair, maintenance or replacement of any Air Conditioning Services; and
- (f) indemnify the Owners Corporation against all Claims arising out of or in connection with:
 - (i) the exercise of the rights or compliance with an Owner's obligations under this By-law; and
 - (ii) any failure by an Owner to comply with its obligations under this By-law.

40.4 An Owner or Occupier must not cause or permit the Air Conditioning Services to be used on their Lot in such a manner that it emits noise that can be heard within a habitable room in any other Lot by another Owner or Occupier, whether or not any door or window to that room is open.

40.5 The Owners Corporation must operate, maintain (including without limitation maintain in a state of good and serviceable repair), repair and when necessary, replace:

- (a) all other components of the Air Conditioning Services which are not for the exclusive use of a Lot; and
- (b) provide all other services necessary to supply air conditioning through Air Conditioning Services.

41 Insurance premiums

41.1 An Owner or Occupier of a Lot must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an Owners Corporation insurance policy.

41.2 If the Owners Corporation gives an Owner or Occupier consent under this By-law 41, the Owners Corporation may impose conditions that, without limitation, require the Owner or Occupier to reimburse the Owners Corporation for any increased premium.

41.3 If an Owner or Occupier does not comply (or refuses to comply) with any conditions imposed by the Owners Corporation, then the Owners Corporation may revoke its consent.

42 Strata Manager



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

The Owner Corporation must ensure that the Strata Scheme is under the management of a full-time Strata Manager.

43 Total Maintenance Plan

43.1 The Total Maintenance Plan is designed to ensure the best outcomes for The Haxton. The Total Maintenance Plan includes preventative, general and long-term maintenance obligations.

43.2 The Owners Corporation must, in respect of the Strata Scheme (other than Shared Facilities within the Strata Scheme), comply with requirements of the Total Maintenance Plan to the extent that they are applicable.

43.3 For clarity, nothing in this By-law obliges the Owners Corporation to:

- (a) comply with those requirements under the section of the Total Maintenance Plan headed "Internal Apartments" (Apartment Requirements); or
- (b) repair, maintain or carry out other works in relation to anything forming part of a Lot.

43.4 Owners and Occupiers must ensure that:

- (a) they have read and understood the Total Maintenance Plan and do all that is necessary to give effect to the Total Maintenance Plan; and
- (b) they comply with the Apartment Requirements.

43.5 For clarity, nothing in this By-law obliges an Owner or Occupier to repair, maintain or carry out other works in relation to anything forming part of Common Property.

43.6 Subject to By-laws 43.3 and 43.5, if these By-laws are inconsistent with the Total Maintenance Plan, then the Total Maintenance Plan will prevail.

43.7 The Owners Corporation acknowledges and agrees that the Original Proprietor may inspect the Common Property and review all maintenance schedules adopted by the Owners Corporation.

43.8 The Original Proprietor may make recommendations for improvements to the maintenance of the Common Property. Such recommendations are to be in accordance with industry standards having regard to the Building.

43.9 If the Original Proprietor makes recommendations to improve the maintenance of the Common Property, the Owners Corporation must do all that is necessary to implement the recommendations made by the Original Proprietor which shall include but not be limited to passing the necessary resolutions to adopt amendments to the Total Maintenance Plan.

43.10 The Owners Corporation releases and indemnifies the Original Proprietor from any Claims as a result of the recommendations made by the Original Proprietor in relation to the Total Maintenance Plan and/or the maintenance of the Common Property.

44 Embedded Network

44.1 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 and for The Hoxton generally.

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



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

Period.

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

44.4 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 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 the Lots;
- (d) the Owners Corporation may agree to pay the Embedded Network Supplier a fee for initial set up costs incurred by the Embedded Network Supplier that will be payable if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting; and
- (e) the Owners Corporation may agree that if the Embedded Network Supplier is not appointed by the Owners Corporation at the first annual general meeting or if the agreement with the Embedded Network Supplier is terminated at any time, the Embedded Network Supplier will be entitled to remove any meters and other equipment that are, in the agreement, identified as being the property of the Embedded Network Supplier.

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

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

44.6 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.

45 Car Spaces and Storage Spaces

45.1 Obligations of Owners and Occupiers for a Car Space or Storage Space

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

- (a) provide the Owners Corporation with access to the Car Space and/or Storage Space to enable the Owners Corporation to comply with its obligations under these By-laws and the Act;
- (b) keep the Car Space and/or Storage Space clean and tidy;
- (c) use the Car Space and/or Storage Space only for its lawful purpose;



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

- (d) keep the Car Space and the Storage Space free of vermin;
- (e) not enclose the Car Space without prior written approval of the Owners Corporation which may be given subject to reasonable conditions;
- (f) clean up any spills, oil or grease from any vehicle;
- (g) not clean or wash a vehicle in the Car Space;
- (h) repair and make good any damage they cause to the Car Space or Storage Space;
- (i) not store goods on the floor of the Car Space;
- (j) ensure that any items stored in a Storage Space are stored at least 500mm below the sprinkler heads;
- (k) keep the Storage Space cage fence in good repair and condition;
- (l) ensure that all goods stored in the Storage Space are stored on a platform avoiding direct contact with the slab;
- (m) if the Storage Space has a roof or ceiling of any kind, not place or store any item on the roof or ceiling of the Storage Space;
- (n) be responsible for any goods stored in a Storage Space or the Car Space;
- (o) if an Owner or Occupier installs an electrical charging point with the consent of the Owners Corporation, the Owner or Occupier must comply with the requirements of the Owners Corporation applicable to electrical car chargers;
- (p) subject to the prior written approval of the Owners Corporation in relation to the method of security, ensure security for the Storage Space; and
- (q) repair and make good any damage they cause to the Car Space or Storage Space.

45.2 Disabled Car Spaces

- (a) The Owners Corporation and each Owner or Occupier acknowledges and agrees that if the Strata Plan notes a car space as a Disabled Car Space, then that Disabled Car Space forms part of a Lot and may only be used by the Owner or Occupier of the relevant Lot.
- (b) For the purposes of this By-law, Disabled Car Space means a car space marked with a "D" on the Strata Plan.

45.3 Joint responsibility

Where a Storage Space cage fence is shared by two Owners, each Owner is jointly responsible, in equal shares, for the Cost of the repair, maintenance and replacement of the fence.

45.4 Failure to comply

- (a) If an Owner or Occupier does not comply with By-law 45.1, the Owners Corporation may, at the Owner's Cost, enter the Car Space or Storage Space and comply with the Owner and/or Occupier's obligations.
- (b) If an Owner or Occupier does not comply with By-law 45.1, the Owner must compensate the Owners Corporation for:
 - (i) any damage to Common Property or any Lot; and
 - (ii) the Owners Corporation's Costs of exercising its rights in accordance with by-law 45.4(a).

46 Motorbike Spaces

46.1 Owners and Occupiers may use the Motorbike Spaces in accordance with this By-law and any rules made by the owners Corporation under By-law 46.2.

46.2 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the Motorbike Spaces from time to time.

46.3 An Owner or Occupier:

- (a) may only use a Motorbike Space for the parking of a motorcycle;
- (b) must clean up any spills, oil or grease from any motorcycle in their possession;
- (c) must not clean or wash a vehicle in a Motorbike Space;
- (d) must repair and make good any damage they cause to a Motorbike Space; and



By-Laws

Strata Plan 102343 **311 HUME HIGHWAY LIVERPOOL**

(e) must be responsible for any motorcycle parked by them in a Motorbike Space.

46.4 Motorcycles that are in a state of disrepair must not be parked in a Motorbike Space, or on any other part of the Common Property.

46.5 The Owners Corporation may remove any motorcycles left unattended on any part of the Common Property (except for a Motorbike Space).

46.6 The Owners Corporation may dispose of any motorcycle from a Motorbike Space if abandoned and prior notice is given.

47 ECP Spaces

47.1 The ECP Spaces are for use by Owners and Occupiers, and may only be used for charging electric vehicles.

47.2 The ECP Spaces may only be used between the hours of 8.00am to 8.00pm.

47.3 The Owners Corporation may make reasonable rules and impose conditions (acting reasonably) about the use of the ECP Spaces from time to time.

47.4 Owners and Occupiers must:

- (a) comply with all relevant By-laws and with any rules made by the Owners Corporation under By-law 47.3; and
- (b) after using an ECP Space, leave the ECP Space in a clean and tidy condition and remove all rubbish after use.

48 Management Statement

(a) The Management Statement contain by-laws which affect the Strata Scheme.

(b) Owners and Occupiers, as well as the Owners Corporation, must comply with the Management Statement.

(c) If there is any inconsistency between the terms of the Management Statement and these by-laws:

- (i) the Management Statement will prevail; and
- (ii) the Owners Corporation must amend these By-laws to remove the inconsistency.

(d) A breach of the by-laws contained in the Management Statement amounts to a breach of these By-laws.

49 Common Property Rights By-Law - Signage for Lot 304

49.1 In this By-law:

- (a) Benefited Lot means Lot 304 in the Strata Plan;
- (b) Benefited Owner means the owner from time to time of the Benefited Lot;
- (c) Exclusive Use Area means the part (or parts) of the Common Property affected by the Signage Works;
- (d) Sign means a 1, 2 or 3 dimensional sign (whether or not illuminated);
- (e) Signage Easement means the Easement for Signage 1.7 Wide (Z) (Limited in Stratum) numbered 1 in the Strata Plan; and
- (f) Signage Works means:
 - (i) the installation of a Sign within the site of the Signage Easement; and
 - (ii) the installation of attachments on or into the structure of the Building, and any risers, for electrical wiring, pipes

Report Date: 7th May 2026



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

and conduits in whatever capacity as may be necessary for the provision of electricity and other services to and from the site of the Signage Easement.

49.2 The Benefited Owner has:

- (a) the special privilege to carry out the Signage Works and keep them in place; and
- (b) the right of exclusive use and enjoyment of the Exclusive Use Area.

49.3 In exercising the rights under this By-law, the Benefited Owner:

- (a) must not leave any waste or other materials on the Common Property;
- (b) must not cause any unnecessary damage to the Common Property; and
- (c) must, without unreasonable delay, make good any collateral damage caused to Common Property.

49.4 The Benefited Owner must take all reasonable steps to ensure that all and any of its equipment and any other of its assets within site of the Signage Easement is kept maintained, serviceable and in a good state of repair and will not pose any threat of danger on the Common Property.

49.5 The Benefited Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair of the Exclusive Use Area.

The Following are the Special By-laws registered with the scheme.

1 Pre-Meeting & Electronic Voting

Registration Date: 11/05/2023

A) Intention

The intention of this By-law is to provide authorisation to both the Owners Corporation and Strata Committee to utilise pre-meeting electronic voting and electronic voting as a means of collecting and counting votes for a matter to be determined by either the Owners Corporation or Strata Committee.

B) Pre-Meeting Electronic Voting

- (i) The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.
- (ii) The Strata Committee, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 2015 (NSW) (and without limiting the generality thereof) shall have the power and authority to utilise pre-meeting electronic voting as provided by clause 15 of the Strata Schemes Management Regulation 2016.

C) Electronic Voting

The Owners Corporation and Strata Committee shall be authorised to utilise electronic means of voting including but not limited to, teleconferencing, video-conferencing, email (including scanned ballot papers), websites, mobile applications and other electronic means for the purpose of collecting and counting votes on any matter for determination by the Owners Corporation or Strata Committee prior and during the conduct of a meeting.

D) Compliance and Capability

Where the Owners Corporation or Strata Committee elects to use pre-meeting voting and/or electronic voting to assist with the conduct of a meeting, the secretary or Strata Managing Agent must ensure that;

- (i) All rules surrounding the conduct of a meeting wholly or partially by pre-meeting and electronic voting are followed as specified by the Strata Schemes Management Act 2015, Strata Schemes Management Regulation 2016 as well as the terms of this By-law, and
- (ii) The venue and electronic means used have the appropriate capabilities that will enable the meeting to be conducted using those mediums.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

2 Levying of Debt Collection Expenses

Registration Date: 11/05/2023

PART 1 - Preamble

- (i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
- (ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
- (iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

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

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

3 Lot Owner Charges

Registration Date: 01/03/2024

Introduction

The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights

a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges, which directly relate to their Lot or their actions or inactions, and which may be set out in the agency agreement, which are charged to the Owners Corporation, including the following:

I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act and reminders for failing to send tenant updates in accordance with the Act.

II. Administrative Fees imposed to arrange afterhours emergencies.

III. Administrative fees charged by the Strata Manager as set out in the agency agreement for attending to by-law complaints

IV. Fines for the late submission of the A.F.S.S. caused by an Owner's tenant refusing to allow access needed to complete the A.F.S.S. inspection.

V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).

VI. Security key and key fob/swipe issue, replacement and Administration Fees.

VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.

VIII. Levy Notice Postage Fees.

IX. Arranging repairs and maintenance for Lot property items.

X. Animal request Application Fees, including the addition of approved animals to a pet register where applicable.

XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.

XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner (unless the Lot Owner is successful) and the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.

XIII. Any other Administrative Fee in relation to the management, administration, control, use or enjoyment of the lots on the common property and lots of the strata scheme, as deemed reasonable by the Strata Committee.

b) Any Administration Fee charged by the Owners Corporation under this by-law to or recoverable from a Lot Owner shall be considered as an amount recoverable by the Owners Corporation from the relevant Lot Owner for the purposes of determining if that owner is an unfinancial owner as (defined in s4 of the Act). Where a recoverable amount has been charged to or may be recovered from a Lot Owner pursuant to this By-law, that Lot Owner may apply to the Owners Corporation or Strata Committee that the charge be reduced or waived. The Owners Corporation may reduce or waive that fee or require it to stand, in its absolute discretion.

Owners Corporation Obligations & Rights

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

a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt.

b) The Owners Corporation must serve upon the Owner a written notice of the amount that is payable.

c) The Owners Corporation may charge interest at 10%p.a upon any amount owing under this By-Law.

d) The Owners Corporation may initiate Debt Recovery proceedings for any amount owing under this By-Law.

e) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution



By-Laws

Strata Plan 102343 311 HUME HIGHWAY LIVERPOOL

belongs.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

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

'Occupier' means the Occupier of a Lot.

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

4 Enforcement of By-Laws

Registration Date: 01/03/2024

Compliance with By-Laws

Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law

a) The Owners Corporation may rectify any damage or non-compliant action caused by an Owner or Occupier to a Lot or the Common Property or that an Owner or Occupier is responsible for that is in contravention of the Act or the By-Laws..

b) The Owners Corporation, including where permitted by its Strata Committee and Strata Manager:

I. may enforce a By-Law in accordance with the Act.

II. may issue notices or letters (Breach Letter) to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.

III. may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.

IV. may seek a monetary penalty pursuant to Section 147 of the Act for a breach of a 'Notice to Comply'.

c) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach

Where the Owner or Occupier of a Lot is responsible for a breach of a By-Law, the Owners Corporation reserves the right to recover its reasonable costs flowing from that breach, including the following:

a) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement, for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).

b) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.

c) Recovery of the fee charged by the Strata Manager to the Owners Corporation, as set out in the agency agreement for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Report Date: 7th May 2026



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

Any such costs recoverable by the Owners Corporation from a Lot Owner may be applied to the Lot's general ledger for the purposes of determining if that owner is an unfinancial owner as (defined in s4 of the Act). Where a recoverable amount has been charged to or may be recovered from a Lot Owner pursuant to this By-law, that Lot Owner may apply to the Owners Corporation or Strata Committee that the charge be reduced or waived. The Owners Corporation may reduce or waive that fee or require it to stand, in its absolute discretion.

Definitions

The following terms are defined to mean:

'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.

'Lot' means any Lot in the Strata Plan.

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

'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.

'Responsible Person' means, at the Owners Corporation's discretion, any person in breach of the Act or provisions of this by-law.

'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.

'Strata Manager' means the Strata Managing Agent for the Owners Corporation.

'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

5 Absolution of Maintenance Lot Fixtures & Fittings

Registration Date: 01/03/2024

PART 1 - Introduction and Intent

a. This By-law has been drafted from the NSW Land and Property Information (now NSW Land Registry Services) memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.

b. The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.

The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106 and 107 of the Act.

c. Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.

d. At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

e. This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

a. Act means the Strata Schemes Management Act 2015 (NSW) or any amendment

b. Lot means any lot in the strata plan

c. Owner means the owner of the Lot

d. Owners Corporation means the owners corporation created by the registration of strata plan 102343

e. Internal Area means any area within the envelope of a lot as defined by the Strata Plan

f. Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.



By-Laws

Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

2.2 In this by-law, unless the context otherwise requires:

- a. the singular includes plural and vice versa;
- b. any gender includes the other genders;
- c. any terms in the by-law will have the same meaning as those defined in the Act; and
- d. references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions

In accordance with section 106 of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- a. All Cornices
- b. All Skirting Boards
- c. All Architraves and Internal Door Jams
- d. Wall tiles wherever located, including kitchen, bathroom and laundries
- e. Floor Tiles wherever located, including kitchen, bathroom and laundries
- f. False Ceilings
- g. Mezzanines, Stairs and Handrails
- h. All paintwork and wall paper
- i. The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- a. All taps and internal pipe work
- b. Shower screens
- c. Bathtub, including internal floor waste and drainage pipes
- d. Sinks and hand basins including internal drainage pipes,
- e. Cabinets and mirrors
- f. Toilet pan, including cistern and internal waste pipes
- g. All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

- a. All taps and internal pipe work
- b. All internal waste and drainage pipes, including connection to the common stack
- c. Bench tops
- d. Sinks and insinkers
- e. Ovens, Stoves and Cook Tops
- f. All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- a. All carpet within the lot
- b. All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- c. All Floor boards, whether floating or fixed
- d. All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- a. All tiles, pavers and decking
- b. All stairs and handrails within the balcony or courtyard area

Report Date: 7th May 2026



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

- c. All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- d. All plants and grassed areas within the balcony or courtyard
- e. The pruning, trimming or removal of a tree or trees, including damage caused by roots
- f. Fences that divide two lots
- g. All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- a. All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- b. All electrical sockets and wall plates
- c. Electrical main and sub-main that services only one lot including fuses wherever located
- d. Smoke Detectors that only service one lot
- e. Alarm Systems that only service one lot
- f. Individual Garage Door Motors
- g. Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- h. Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- i. Ceiling Fans
- j. Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- k. Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- a. All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- b. Automatic door closers
- c. Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- d. Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

6 Installation of Parking Bollard

Registration Date: 01/03/2024

- (a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a collapsible bollard from supplier "thatsmyspot" (hereinafter referred to as a "bollard") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (b) The owners of any lot proposing to undertake the installation of a bollard must submit comprehensive plans and diagrams of the proposed installation to the strata managing agent of the strata scheme not less than fourteen (14) days before the bollard is to be installed;
- (c) the bollard must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) the bollard must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
- (e) the owners of any lot undertaking the installation of a bollard must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (f) the installation of the bollard must be effected in a workmanlike manner by licensed and insured tradespersons;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

replacement of, or use of, the bollard must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(h) the bollard must be maintained in good working order and condition by the owner without claim on the Owners Corporation in respect of such maintenance;

(i) any costs for repairs or replacement of the bollard shall be borne by the lot owner in which the bollard services at no cost to the Owners Corporation;

(j) the owner shall inform the strata managing agent of the scheme not later fourteen (14) days before the bollard is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the bollard.

7 Recovery of Costs for Fire Services & Works by Owners

Registration Date: 16/04/2025

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms

2.1 An owner or occupier must not trigger a false fire alarm.

2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:

2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;

2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or

2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.

2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:

2.3.1 trigger a false fire alarm; or

2.3.2 carry out any works to which clause 2.2 applies, and:

2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and

3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its reasonable costs or damages flowing from that breach, including:

3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;

3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;

3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;

3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;

3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Schedule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:

5.3.1 is required to attend the strata scheme; and

5.3.2 charges the Owners Corporation a fee for that attendance.

5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 Legislation means the Strata Schemes Management Act and all other related legislation.

5.6 lot means a lot in the strata scheme.

5.7 occupier means an occupier of a lot in the strata scheme.

5.8 owner means an owner of a lot in the strata scheme.

5.9 person responsible means, at the Owners Corporation's discretion:

5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or

5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.11 SSMA means the Strata Schemes Management Act 2015.

5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

8 Recovery of Tenant Related Costs

Registration Date: 16/04/2025

1. Introduction

The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers

2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:

2.1.1 The name of the Tenant;

2.1.2 The address for service of the Tenant;

2.1.3 The date of commencement of the lease; and



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

2.1.4 The name of any letting agent acting for the owner in respect of that lease.

2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:

2.2.1 An Australian mobile phone number for the Tenant; and

2.2.2 An email address for the Tenant.

2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.

2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law

If an owner or occupier breaches this by-law, the Owners Corporation may:

3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.

3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its reasonable costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Schedule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery

4.1 A debt will, if not paid within a month of (Interest Start Date):

4.1.1 sending the invoice to the responsible person; or

4.1.2 otherwise notifying the responsible person of the debt, bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.

4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.

4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation

In this by-law:

5.1 common property means the common property for this strata scheme.

5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).

5.3 false fire alarm means setting off a fire alarm (including a false fire alarm).

5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.

5.5 lot means a lot in the strata scheme.

5.6 Tenant means a person who is a tenant or sub-tenant at a lot.

5.7 owner means an owner of a lot in the strata scheme.

5.8 person responsible means, at the Owners Corporation's discretion:

5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or

5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.

5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.

5.10 SSMA means the Strata Schemes Management Act 2015.

5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.

5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

9 Minor Renovations By-Law

Registration Date: 16/04/2025

1. Intention

The intention of this By-law is;

- i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
- ii. Define what Minor Works may be approved by the committee,
- iii. Provide owners with an application process to have their Minor Works approved,
- iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

- i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
- ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
 - a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
 - b. Renovating any other room within a lot (not including structural works)
 - c. Changing or installing recessed light fittings,
 - d. Installing or replacing wood or other hard floors,
 - e. Installing or replacing wiring or cabling or power or access points,
 - f. Work involving reconfiguring walls,
 - g. Installing or replacing pipes and duct work,
 - h. Installing a rainwater tank,
 - i. Installing a clothesline,
 - j. Installing a reverse cycle split system or ducted air-conditioning system,
 - k. Installing double or triple glazed windows,
 - l. Installing a heat pump or hot water service,
 - m. Installing ceiling, wall or floor insulation,
 - n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
 - o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
 - p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
 - q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations

- i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
- ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
- iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
- iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
- v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.

vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.

viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process

An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;

- i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
- ii. A description of the Minor Renovations proposed,
- iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in processing the application, including;
 - a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
 - b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
- iv. Details of how any rubbish and debris will be disposed of during the construction process,
- v. The estimated duration of the work,
- vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals

The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.

- i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
 - ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
 - iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
- i. The supply of a Dilapidation Report prior to the commencement of the works,
 - ii. The supply of additional expert reports relevant to the proposed works,
 - iii. Payment of a Bond before commencement of the works,
 - iv. Conditions surrounding noise and proposed times of work,



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

- v. Provisions for cleaning and removal of debris,
- vi. Conditions surrounding access to common property for trades, equipment and vehicles.
- vii. Any other matter relevant to the application.

10 E-Charging By-Law

Registration Date: 07/05/2026

1. Introduction

The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme by setting out requirements around e-charging and e-bikes.

2. Installation of e-chargers

2.1 Any installation of an e-charger requires the approval of the owners corporation.

2.2 Any owner may install an e-charger within their lot (including the internal part of that lot or the car space or garage), subject to the terms of this by-law.

2.3 Any electrical work for an e-charger approved for the purposes of section 110(3)(d) of the SSMA will be approved, subject to the terms of this by-law.

3. Liability

3.1 Any installation of an e-charger must be carried out in a competent and proper manner.

3.2 Any owner who installs or uses an e-charge or keeps an e-bike on any part of their lot or the common property:

(a) Must ensure that any damage caused to another lot or any part of the common property from the installation or use of the e-charger or the keeping or use of their e-bike is repaired at that owner's cost;

(b) Is liable for the reasonable cost of rectification of any damage caused to the common property or any part of another lot as a result of that installation, use or keeping; and

(c) Indemnifies the owners corporation in respect of the reasonable cost of rectification of any such damage, and The owners corporation may recover the reasonable cost of rectifying any such damage from that owner as a debt.

3.3 Any costs of rectifying damage recoverable by the owners corporation under this by-law must be reasonable and in the event of a dispute over the extent of those costs, the court or a qualified person to whom either party refers the dispute may assess the reasonableness of those costs.

4. Lot Insurance

4.1 To the extent possible at law, it is a requirement that the owner must, prior to installing or using an e-charger or keeping or using an e-bike or e-scooter, obtain a public liability and damage insurance policy for that lot (Lot Insurance), which Lot Insurance must include cover for the risks referred to in clause 3.2(a).

4.2 To the extent an owners corporation can require an owner to effect the Lot Insurance, the owner must keep that Lot Insurance in effect whilst the e-charger remains in place and in use, and while any e-bike is kept or used within the parcel.

5. Owners Corporation Insurance

5.1 The owners corporation may notify its insurer of the installation and use of the e-charger and the keeping and use of the e-bike.

5.2 It is a condition of the installation or use of an e-charger and the keeping and use of an e-bike that if that installation or use within the parcel results in an increase in the owners corporation's insurance premium, then:

(a) The owner of that lot must pay that extra amount of the premium; and

(b) The owner consents to his or her contributions being increased to reflect that extra amount of the premium.

5.3 Whilst an Owner has Lot Insurance in place, the owners corporation will waive its rights under clause 5.2.

6. Recovery

6.1 A debt will, if not paid within a month of (Interest Start Date):

6.1.1 sending the invoice to the owner; or

6.1.2 otherwise notifying the owner of the debt, Bear interest at the rate of 10% per annum, calculated on a daily



Strata Plan 102343

311 HUME HIGHWAY LIVERPOOL

basis from the Interest Start Date until payment.

6.2 The owners corporation may recover from the owner all of its reasonable expenses of recovering a debt.

6.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

7. Interpretation

In this by-law:

7.1 common property means the common property for this strata scheme.

7.2 debt means any reasonable amount payable to or recoverable by the owners corporation under this by-law, including under clause 3.2 or 5.2, as well as any interest or reasonable recovery costs referred to in clause 4.

7.3 e-bike means any form of electronic, or chargeable, or battery-operated bicycle, scooter, skateboard or other vehicle which conveys people.

7.4 e-charger means a power point, or access point, or other mechanism for charging an e-bike.

7.5 lot means a lot in the strata scheme.

7.6 owner means an owner of a lot in the strata scheme.

7.7 SSMA means the Strata Schemes Management Act 2015.

7.8 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

7.9 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.

7.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

11 WH&S Policy By-Law

Registration Date: 07/05/2026

1. Introduction

The purpose of this by-law is to set up and record the owners corporation's WHS Policy if an Serious Event occurs.

2. Policy

2.1 If any Owner or Occupier is aware of a Serious Event, or has constructive knowledge of a Serious Event, they must immediately report the Serious Event to:

(a) The Strata Manager; and

(b) If the owners corporation has a Building Manager, the Building Manager (as well).

2.2 Upon becoming aware of a Serious Event, the owners corporation must take the following steps (Steps), as soon as possible, or require that its Strata Manager or Building Manager take those Steps as soon as possible:

(a) Engage a consultant to carry out an immediate Risk Assessment;

(b) If there is any obvious risk or risk identified in that Risk Assessment:

(1) take the relevant common property out of service immediately, if that is recommended in the Risk Assessment, or reasonably required before receiving the Risk Assessment; and

(2) post signage, and send an email to every Owner and Occupier, to the effect that the damaged common property is not to be touched or operated until it is fully repaired or replaced or has been deemed safe by a competent person.

(c) Implement measures to keep persons away from the damaged common property, such as temporary barricades, exclusion zones and warning signs.

(d) Develop and implement a safe work method statement or safe work procedure for any altered operation of any damaged common property still able to be used;

(e) Engage a competent person to repair or replace the damaged common property as soon as possible;

2.3 The owners corporation must also do the following, until the Steps are complete:

(a) If it requires its Strata Manager or Building Manager to take those Steps, follow up that Strata Manager or Building Manager as soon and as often as the circumstances require; and



By-Laws

 Electronic signature of me, Andrew Tunks,
affixed by me, on 07/05/26 at 9:00 AM
Property & Stock Agent Act 2002 Licence No
1361054

Strata Plan 102343 311 HUME HIGHWAY LIVERPOOL

(b) If it engages a consultant or tradesperson, follow up that consultant or tradesperson as soon and as often as the circumstances require.

2.4 If the owners corporation directs or requires its Strata Manager or Building Manager to take the Steps, that Strata Manager or Building Manager must follow up any consultant, tradesperson or other person it engages as soon and as often as the circumstances require.

2.5 The owners corporation acknowledges that any work the Strata Manager or Building Manager carries out under a direction given in this by-law is likely to incur additional fees to the owners corporation, calculated in accordance with the relevant agreement in place at the time.

3. Interpretation

In this by-law:

3.1 Building Manager means any person or company appointed as the owners corporation's building manager under Part 4 of the SSMA.

3.2 common property means the common property for this strata scheme.

3.3 lot means a lot in the strata scheme.

3.4 Occupier means any occupier of a lot.

3.5 Owner means an owner of a lot in the strata scheme.

3.6 Risk Assessment means a risk assessment addressing the risk to any person or property arising from the Serious Event, carried out by a suitably qualified consultant.

3.7 Serious Event means any event or happening, whether through someone's fault, or by accident, or through wear and tear, or by any other means, whereby common property is damaged or compromised so that:

(a) there is any foreseeable risk of collapse of any part of the building, or any structure;

(b) there is any foreseeable risk of further damage to common property or lot property as a result of that Serious Event;

(c) there is any foreseeable risk of possible injury or death to any owner, occupier or invitee (including employees);

3.8 SSMA means the Strata Schemes Management Act 2015.

3.9 Steps means the steps set out in clause 2.2.

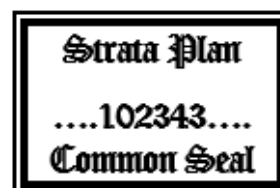
3.10 Strata Manager means any person or company appointed as the owners corporation's strata manager under Part 4 of the SSMA.

3.11 WHS Policy means a policy under the Work Health Safety Act 2011.

3.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.

3.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.

3.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) TORRENS TITLE

For the common property
CP/SP 102343

(B) LODGED BY

Document
Collection
Box

573X

Name

Company NETWORK STRATA SERVICES

Address PO BOX 265
HURSTVILLE BC NSW 1481

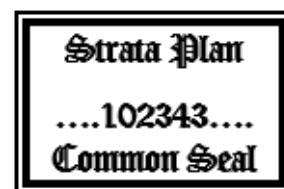
E-mail admin@netstrata.com.au Contact Number 1300 638 787

Customer Account Number 123421L Reference 102343

CODE

CH

- (C) The Owner-Strata Plan No. 102343 certify that a special resolution was passed on 30/3/2026
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-Law 10,11
- Amended by-law No. NOT APPLICABLE
- as fully set out below :



- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 102343 was affixed on 7/5/2026 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : [Signature] **Electronic signature of me, Andrew Tunks, affixed by me, on 07/05/26 at 9:00 AM**
Property & Stock Agent Act 2002 Licence No 1361054

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature : _____

Name : _____

Authority : _____

Owners Corporation Consent

Strata Scheme No 102343

Date 07 May 2026

CP/SP 102343

Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 102343

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 102343 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

Attestation

The seal of The Owners - Strata Plan No 102343 was affixed on 07/05/26 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 07/05/2026 at 09:00 AM
Property & Stock Agent Act 2002 Licence No 1361054

^ Insert appropriate date

“WARNING”



THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED

PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979Ref.: 26102:196744
Ppty: 202752

Cert. No.: 452

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001Receipt No.: 6786630
Receipt Amt.: 74.00
Date: 20-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 93 SP 102343
Street Address: 1205/ 311 HUME HIGHWAY, 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.

MU1 Mixed Use – 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

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Function centres; Helipads; Home businesses; Horticulture; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential care facility; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Senior housing; Service stations; Shop top housing; Signage; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals; Water recreation structures

- (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.

MU1 Mixed Use - 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

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Function centres; Helipads; Home businesses; Horticulture; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Signage; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals; Water recreation structures

- (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:

Additional Use - Medical research and development for certain land in Zones R4 and MU1 in the Liverpool city centre

- (1) This clause applies to the following land in the Liverpool city centre—

- a) land in Zone MU1 Mixed Use, bounded by Bigge Street, Campbell Street, Goulburn Street and Elizabeth Street,
- b) land in Zone R4 High Density Residential, bounded by Bigge Street, Lachlan Street, Goulburn Street and Campbell Street.

- (2) Development for the purposes of light industry is permitted with consent but only if the industry is medical research and development.

- (3) Development for the purposes of office premises is permitted with consent but only with respect to the medical or health industries.

- (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	
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 is 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

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
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.

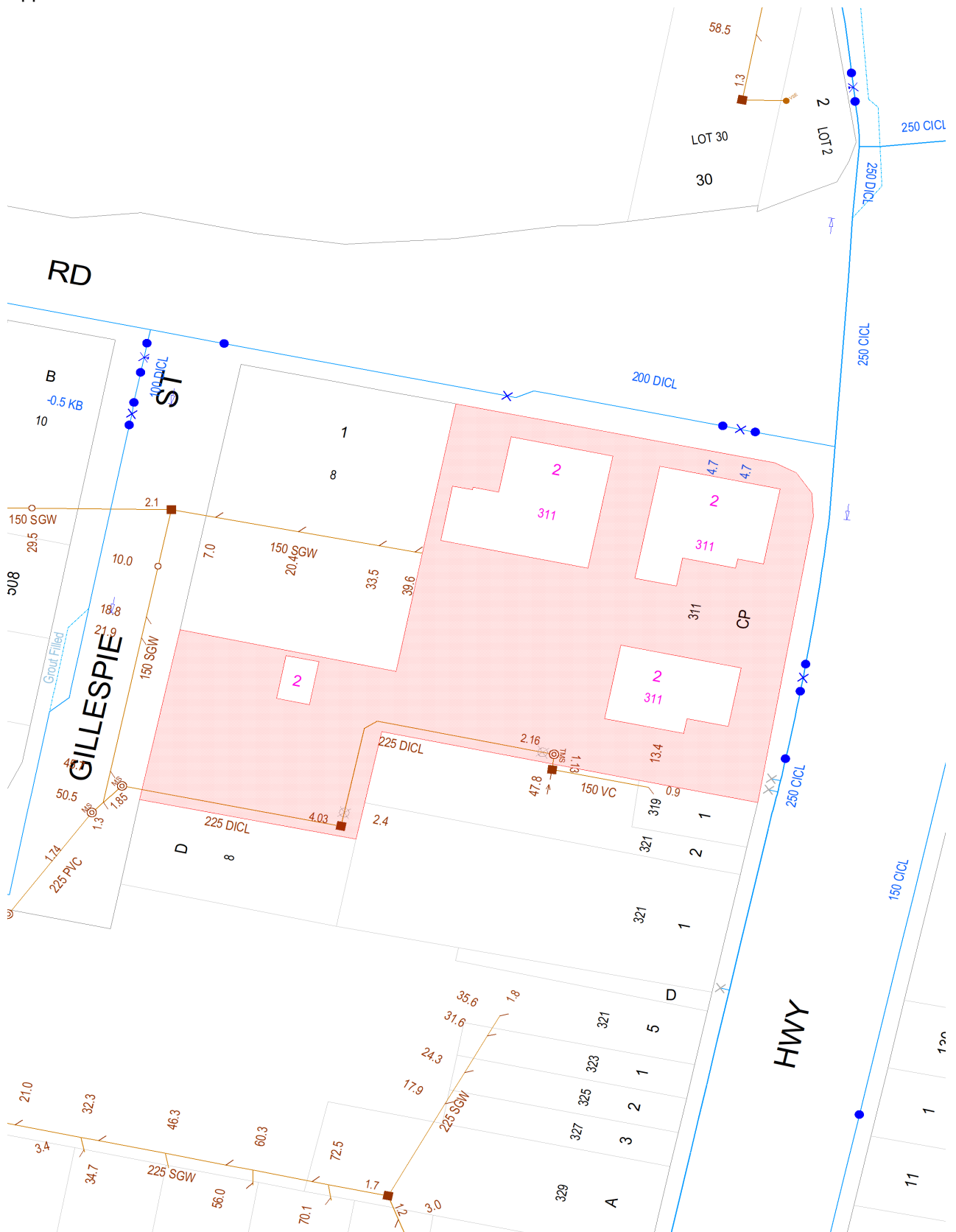


For further information, please contact
CALL CENTRE – 1300 36 2170

Jason Breton
Chief Executive Officer
Liverpool City Council

Service Location Print

Application Number: 8005410264



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Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8005410263

SEWER SERVICE DIAGRAM					
Lot No. <u>1</u>	DP No. <u>1269091</u>	House No. <u>311</u>	Street <u>Home Highway</u>		
SUBURBS OF <u>Liverpool</u>			LGA <u>Liverpool</u>	SED No. _____	Date <u>2.7/9/22</u>
Licence No. <u>278467C</u>			SCALE <u>1:600</u>		
Signature <u>[Signature]</u>	Now / CDC No. _____				

☐ Boundary Trap	AAV Air Admittance Valve	BS Sink (bar)	☐ CH Chamber
☐ Inspection Shaft	B Basin	(L) Trough (laundry)	☒ PS Pit
☐ Inspection Opening	Bth Bath Waste	WC Water Closet	☐ G Grease Interceptor
☒ Gully	Bid Bidet	○ Ven Vertical Pipe	☐ PU Pump Unit
☒ FW Floor Waste Gully	CO Clean Out	○ WS Waste Stack	☐ OTS Onsite Treatment System
☐ Vertical Junction	FW Floor Waste Gully	○ SVP Sewer Vent Pipe	☐ RV Reflux Valve
☐ Staped Junction	Shr Shower	○ V Vent Pipe	☐ CP Capped Point
☐ On Back Junction	S Sink (kitchen)	IPMF Insect Pipe Micro Flap	☐ Pmv Provisional (future) drain point

NOTES: *

- This diagram was supplied by the plumber/drafter whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3501.2 2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

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Document generated at 20-07-2026 03:20:21 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



Standard Form Agreement

Standard form residential tenancy agreement

Landlord copy

Schedule 1

Important information

Please read this before completing the residential tenancy agreement (the **Agreement**).

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

05 January 2026 at **Liverpool, 2170**

between **Arafat S M Mehraj, Sifaya Akter** and **Manasseh Oshiro**

Landlord

Manasseh Oshiro

0430398819

912e/5 Pope Street Ryde NSW 2112

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

Tenants

Arafat S M Mehraj

Sifaya Akter

Landlord's Agent Details

Estate Living

PO Box 173 Enfield NSW 2123

p: +61 410 335 532, e: michael@estateliving.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- ☐ 6 months
- ☐ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years
- ☒ Other (please specify) 52 weeks
- ☐ Periodic (No End Date)

Starting on **the 1st of February 2026** and ending on **the 30th of January 2027**

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

Residential premises

1205/311 Hume Highway Liverpool NSW 2170

The residential premises include:

[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

Nil

Rent

The rent is **\$630.00**

Rent must be paid per:

☒ week

☐ fortnight

☐ other

Day rent must be paid is **Sunday**

Date first rent payment is due on **the 1st of February 2026**

Note: The landlord, or landlord’s agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.

Rent must be paid by:

- ☒ approved electronic bank transfer (such as direct debit, bank transfer or BPAY)
- ☐ Centrepay
- ☐ other

Note: The landlord, or landlord’s agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant’s bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord’s agent, must also offer the tenant the ability to pay rent by Centrepay.

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method:

a. by electronic funds transfer (EFT):

BSB Number	332044
Account Number	553208506
Account name	Estate Living
Bank name	ST GEORGE BANK
Payment reference	1205

Note: The landlord, or landlord’s agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord’s agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.

Rental Bond

[Cross out if there is not going to be a bond]

Already Held

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 person(s)

No more than 2 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Plumber

Jason Pisani, JJ Plumbing
p: 0424 754842
e:
office@jjservicesgroup.com.au

Electrician

Rony Z, Redic Technology
p: 0402 422 822

Glass

, Obrian Glass 1800 633 721
p: 1800 633 721

Locksmiths

, CS Locksmiths
p: 0410 412 443

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

☒ Yes ☐ No

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm

☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:**9v**

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☒ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☒ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☒ Yes ☐ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clauses 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Email: michael@estateliving.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for **signing**.

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

- 1 The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential Premises'**.

Copy of agreement

- 2 The landlord agrees** to give the tenant:
- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3 The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
- 3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.

4 The landlord agrees:

- 4.1 to not require the tenant to pay for more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
- 4.2 to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the tenant, to enable payment by that method, and
- 4.3 to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
- 4.4 that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and
- 4.5 to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.6 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.7 to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.8 if rent is paid by cheque – to make a rent receipt available for collection by the tenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and
- 4.9 if rent is not paid by cheque and is paid in person – to give a rent receipt to the tenant, and
- 4.10 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant, unless the landlord has previously provided a statement for the same period.

***Note:** the requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.*

Rent increases

- 5 The landlord and the tenant agree** that the rent cannot be increased unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.
- 6 The landlord and the tenant agree** that the rent may not be increased more than once in any 12-month period.

***Note:** the period of 12 months includes the time during which a previous residential tenancy agreement was in force if –*

- a. This agreement is a renewal or replacement of the previous agreement, and
- b. The landlord and at least one tenant are the same for both agreements, and
- c. Under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.

7 The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

- 8 The landlord and the tenant agree** that the rent abates if the residential premises:

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
- 9 The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11 The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the Residential Tenancies Act 2010.

12 The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

- 13 The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

14 The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15 The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

16 The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17 The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

- 18 The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

Landlord's general obligations for residential premises

19. The landlord agrees:

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.

- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

20 The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

21 The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22 The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23 The landlord and the tenant agree:

- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

24 The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

25 The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26 The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

- 27 The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Publishing photographs or visual recordings

- 28 The landlord agrees:** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

- 29 The tenant agrees:** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

- 31 The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

Locks and security devices

32 The landlord agrees:

- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33 The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

- 34** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: *Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.*

- 36 The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

37 The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

- 38 The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.
- 39 The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

- 40** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

- 41 The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm

43 The tenant agrees

- 43.1** to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44 The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

Swimming pools

[Cross out this clause if there is no swimming pool]

Initialed by Arafat S M
Mehraj
the 6th of January
2026

AM

Initialed by Sifaya
Akter
the 6th of January
2026

SA

45 The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]

46 The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

- 46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

Loose-fill asbestos insulation

47 The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

48 The landlord agrees: that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

49 The landlord agrees: that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

Electronic service of notices and other documents

50 The landlord and the tenant agree:

- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

51 The tenant agrees: that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52 The landlord agrees: that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

Landlord's consent for pets

53 The landlord and the tenant agree:

- 53.1 the tenant may keep an animal at the residential premises with the landlord's consent, and

Note: *The tenant does not need the landlord's consent to keep an assistance animal at the residential premises.*

- 53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and
- 53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54 The landlord agrees:

- 54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and
- 54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and
- 54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the *Residential Tenancies Act 2010*, section 73F, and
- 54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

Note: *The Residential Tenancies Act 2010, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.*

- 54.5 if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

Termination

- 55 The landlord and the tenant agree** to only end this agreement in accordance with the *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019*.

Additional Terms

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the 6th of January
2026

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the 6th of January
2026

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[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and

- (b) the terms do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) the terms do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional Terms - Pets

[Cross out these clauses if not applicable. Clauses 57-59 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.]

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Mehraj
the 6th of January
2026

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Akter
the 6th of January
2026

SA

- 56 The landlord agrees** the tenant may keep the following animal at the residential premises $\{ \$pet\ type \} \times \{ \$pet\ quantity \}$

- 57** ~~If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises]~~

~~**The tenant agrees** to have the carpet professionally cleaned, or to pay the cost of having the carpet professionally cleaned, at the end of the tenancy if cleaning is required because the animal has been kept inside at the premises during the tenancy~~

- 58** ~~[If the animal is a mammal and will be kept inside at the premises]~~

~~**The tenant agrees** to have the premises professionally fumigated, or to pay the cost of having the premises professionally fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.~~

- 59** ~~[If the animal is a type of animal that is not normally kept inside]~~

~~**The tenant agrees** to take reasonable steps to prevent the animal being inside at the premises.~~

Additional term - Rent increases during the fixed term

- 60** If the details in this clause 60 have been completed, then the parties agree to increase the rent, pursuant to Section 41 of the Residential Tenancies Act NSW 2010 as follows:

60.1 on ____/____/____, rent is to be increased to \$____ per ____ and the day rent must be paid is _____.

- 61** If the details in this clause 61 have been completed, then the parties agree to increase rent, pursuant to Section 41 of the Residential Tenancies Act NSW 2010 using the following method: [insert method of calculation]

Note: The rent payable under a residential tenancy agreement may not be increased within 12 months after the start of the tenancy, and may not be increased more than once in any 12-month period.

The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

Additional term - No set off

- 62** Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

- 63** **The tenant must** not smoke or allow others to smoke in the premises.
- 64** If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.
- 65** If the tenant smokes or allows others to smoke inside the premises in breach of clause 63, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

- 66** The landlord may list the tenant's personal information in a residential tenancy database if:
- 66.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
- 66.2 the tenant breached this agreement;
- 66.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
- 66.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

- 67** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 67.1 it forms part of this agreement; and
- 67.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 68** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 68.1 form part of this agreement; and
- 68.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

Initialled by Arafat S M Mehraj the 6th of January 2026 	Initialled by Sifaya Akter the 6th of January 2026 
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- 69** **the parties agree** that the condition report dated **16 October 2024** and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

- 70** **The tenant must**
- 70.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
- 70.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
- 70.3 ensure that the premises are free of any pests and vermin; and
- 70.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

- 71** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

- 72** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 73** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

- 74** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 75** If the tenant fails to comply with clause 74, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 75.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
- 75.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.

- 76** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 75.2.
- 77** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 77.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
- 77.2 the costs incurred by the landlord in replacing/changing the locks under clause 75.2.

Additional term - Dishonoured Payments

- 78** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

- 79** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

- 80** ~~If there is a swimming pool located on the premises, the tenant must:-~~
- 80.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
- 80.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
- 80.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~
- 80.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
- 80.5 ~~maintain the water level above the filter inlet at all times;~~
- 80.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
- 80.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
- 80.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
- 80.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

- 81** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 82** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

- 83** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

- 84** The landlord or landlord's agent may publish any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible, by providing the tenant notice and obtaining the tenant's consent to publish the photos.
- 85** The tenant acknowledges and agrees that it must not unreasonably withhold consent. It is not unreasonable for the tenant to withhold consent if the tenant is in circumstances of domestic violence.

Additional term - Garage

- 86** The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

- 87** The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Additional term - Privacy

- 88** The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4).

3. Ending this agreement

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The Residential Tenancies Act 2010 sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. Notice for ending fixed term agreement

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. Notice for ending periodic agreement

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. Warning

It is an offence for a person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD

Landlord's agent

Michael Assaf - Estate Living
the 7th of January 2026

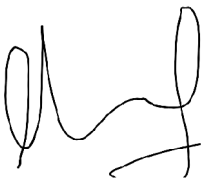


LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Landlord's agent

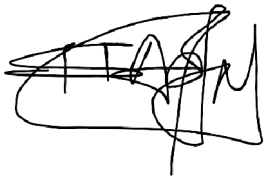
Michael Assaf - Estate Living
the 7th of January 2026



SIGNED BY THE TENANT

Tenant #1

Arafat S M Mehraj
the 6th of January 2026



Tenant #2

Sifaya Akter
the 6th of January 2026



TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant #1

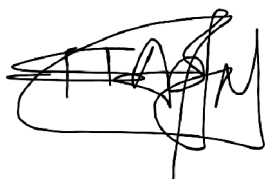
Arafat S M Mehraj

the 6th of January 2026

Tenant #2

Sifaya Akter

the 6th of January 2026



For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Estate Living. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Arafat S M Mehraj

Agreed by Sifaya Akter

REQUISITIONS ON TITLE WITH REPLIES

STRATA TITLE (RESIDENTIAL) PROPERTY

VENDOR: Manasseh Michael OSHIRO
PURCHASER:
PROPERTY: Unit 1205, 311 Hume Hwy, Liverpool NSW 2170
DATED:

REQUISITIONS	REPLIES
POSSESSIONS AND TENANCIES	
1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.	Noted subject to the Contract.
2. Is anyone in adverse possession of the property or any part of it?	Not that the Vendor is aware.
3. Tenancy in the Property (a) What are the nature and provisions of any tenancy or occupancy? (b) If they are in writing, all relevant documentations should be produced, found in order and handed over on completion with notices of attornment. (c) Please specify any existing breaches. (d) All rent should be paid up to or beyond the date of completion. (e) Please provide details of any bond together with the Rental Bond Board's reference number. (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.	The Vendor relies on the Contract. Noted. Not that the Vendor is aware. Noted subject to the Contract. Bond Amount: Bond Number: To be advised before settlement Noted.
4. Is the property affected by a protected tenancy? (a tenancy affected by parts 2, 3, 4 or 5 of the <i>Landlord and Tenant (Amendment) Act 1948</i> .)	No.
5. If the tenancy is subject to the <i>Residential Tenancies Act 2010</i> : (a) has either the Vendor or any predecessor or the tenant applied to the residential tenancies tribunal for an order? (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.	As to the Vendor - no, but the Vendor cannot speak for any predecessor in title. Not that the Vendor is aware.
TITLE	
6. Subject to the Contract, on completion the Vendor should be registered as proprietor in fee simple of the property free from all encumbrances.	Noted.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a	Noted.

mortgage or caveat, an executed discharge or withdrawal handed over on completion.	
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.	Not that the Vendor is aware.
9. When and where may the title documents be inspected?	Not Applicable. Paper title documents has been abolished in the State of New South Wales, and the Vendor relies on the title search in the Contract.
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the Vendor prior to completion.	No.
ADJUSTMENTS	
11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.	The usual adjustments will be made in accordance with the Contract.
12. Is the Vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so: (a) to what year has a return been made? (b) what is the taxable value of the property for land tax purposes for the current year? (c) the Vendor must serve on the Purchaser a current land tax certificate (issued under Section 47 of the <i>Land Tax Management Act 1958</i>) at least 14 days before Completion.	Please refer to the land tax certificate to be provided by the Vendor prior to the Completion. The Vendor shall rely on the land tax certificate to be provided prior to the Completion. The Purchaser should rely on his/her own enquiries. Noted.
SURVEY AND BUILDING	
13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.	Vendor does not hold the survey report.
14. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.	No.
15. In respect of the property and the common property: (a) Have the provisions of the <i>Local Government Act, the Environmental Planning and Assessment Act 1979</i> and their regulations been complied with?	As far as the Vendor is aware (other than as disclosed in the Contract) but the Purchaser should rely on his/her own enquiries.

(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?	Not as far as the Vendor is aware but the Purchaser should rely on his/her own enquiries.
(c) Has the Vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. (d) Has the Vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. (e) In respect of any residential building work carried out in the last 7 years: (i) please identify the building work carried out; (ii) when was the building work completed? (iii) please state the builder's name and licence number; (iv) please provide details of insurance under the <i>Home Building Act 1989</i>.	No. No. (i)-(iv) The Vendor relies on the Contract.
16. Has the Vendor (or any predecessor) entered into any agreement with or granted any indemnity to the council or any other authority concerning any development on the property or the common property?	As to the Vendor - no, but the Vendor cannot speak for any predecessor in title.
17. If a swimming pool is included in the property or the parcel: (a) did the installation or construction commence before or after 1 August 1990? (b) has swimming pool been installed or constructed in accordance with approvals under the <i>Local Government Act 1919</i> and <i>Local Government Act 1993</i>? (c) does it comply with the provisions of the <i>Swimming Pools Act 1992</i> and regulations relating to access? If not, please provide details or the exemptions claimed; (d) have any notices or orders issued or been threatened under the <i>Swimming Pools Act 1992</i> or regulations? (e) If a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract; (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.	For the Property - No, but the Vendor cannot speak for the Owners' Corporation in respect of any swimming pool situated in the common property. The Purchaser shall rely on its own enquiries.

18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the Purchaser on completion. (b) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls? (c) Has the Vendor received any notice, claim or proceedings under the <i>Dividing Fences Act 1991</i> or the <i>Encroachment of Buildings Act 1922</i>?	Presumably, to the Vendor and adjoining owners. No. No.
AFFECTIONS, NOTICES AND CLAIMS	
19. In respect of the property and the common property: (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract? (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them? (c) Is the Vendor aware of: (i) any road, drain, sewer or storm water channel which intersects or runs through the them? (ii) any dedication to or use by the public of any right of way or other easement over any part of them? (iii) any latent defects in them? (d) Has the Vendor any notice or knowledge of them being affected by the followings: (i) any resumption or acquisition or proposed resumption or acquisition? (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion. (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the Purchaser? (iv) any sum due to any local or public authority? If so, it must be paid prior to completion. (v) any realignment or proposed realignment of any road adjoining them?	Not that the Vendor is aware. Not that the Vendor is aware. The Vendor relies on the Contract. The Purchaser should rely on his/her own enquiries. No. The Vendor relies on the Contract. The Purchaser should rely on his/her own enquiries. (i)-(vi) No. The Purchaser should rely on his/her own enquiries.

(vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?	
OWNERS CORPORATION MANAGEMENT	
20. Has the initial period expired?	Yes, pursuant to the title to the Common Property. However, the Purchaser should make and rely on its own enquiries.
21. If the property includes a utility lot, please specify the restrictions.	The Vendor relies on the Contract.
22. If there are any applications or order under Part 12 or Part 13 of the Act, please provide details.	Not that the Vendor is aware. The Purchaser should make and rely on its own enquiries.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?	Not that the Vendor is aware. The Purchaser should make and rely on its own enquiries.
CAPACITY	
24. If the Contract discloses that the Vendor is a trustee, evidence should be produced to establish the trustee's power of sale.	Not applicable.
REQUISITIONS AND TRANSFER	
25. If not attached to the Contract and the transaction is not an excluded transaction, any <i>clearance certificate</i> under Section 14-220 of Schedule 1 of the <i>Taxation Administration Act 1953 (Cth)</i> should be served on the Purchaser at least 7 days prior to Completion.	Noted, subject to the Contract.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.	Not applicable.
27. If the Vendor has or is entitled to have possession of the title deeds the certificate authentication code must be provided 7 days prior to settlement.	Not applicable.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.	Noted, subject to the Contract.
29. The Purchaser reserves the right to make further requisitions prior to completion.	This right is not admitted.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.	Not agreed.