

# Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		
co-agent		
vendor	<b>Buildwell Australia Pty Ltd ACN 140674719</b> 137 Gilba Road, Girraween, NSW 2145	
vendor's solicitor	<b>Marc Hardman &amp; Associates</b> Level 1, 27 Hunter Street, Parramatta NSW 2150 DX 28307 Parramatta	Phone: 9633 1033 Fax: 9633 4936 Ref: MH:LDP:140961 E:marc@hardmanassociates.co m.au
date for completion	<b>28<sup>TH</sup> day after the date of this Contract</b>	(clause 15)
land (address, plan details and title reference)	Lot / "Portico Plaza", 17-19 Aurelia Street, Toongabbie NSW 2146 Lot in Strata Plan 97361 Folio Identifier /SP97361	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: Final Occupation Certificate	

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

inclusions	See Annexure hereto	
exclusions		
purchaser		
purchaser's solicitor		
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date	(if not stated, the date this contract was made)	

buyer's agent deposit to be invested ☐ NO ☐ Yes

\_\_\_\_\_  
 vendor

\_\_\_\_\_  
 witness

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

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

\_\_\_\_\_  
 witness



## Choices

vendor agrees to accept a **deposit-bond** (clause 3)  
**proposed electronic transaction** (clause 30)

☒ NO ☐ yes  
☒ NO ☐ yes

**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)

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

Comfort Living Strata Management

PO Box 137 PARRAMATTA NSW 2124 Ph: 96355101 Fax: 9687 5395

**List of Documents**

**General**

- ☒ 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 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

**Swimming Pools Act 1992**

- ☐ 24 certificate of compliance
- ☐ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☐ 27 certificate of non-compliance
- ☐ 28 detailed reasons for non-compliance

**Strata or community title (clause 23 of the contract)**

- ☒ 29 property certificate for strata common property
- ☒ 30 plan creating strata common property
- ☒ 31 strata by-laws
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 information certificate under Strata Schemes Management Act 2015
- ☐ 51 information certificate under Community Land Management Act 1986

**Other**

- ☒ 52 Final Occupation Certificate





**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**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—SWIMMING POOLS**

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries East Australian Pipeline Limited Electricity and gas authority Land & Housing Corporation Local Land Services NSW Department of Education	NSW Fair Trading NSW Public Works Office of Environment and Heritage Owner of adjoining land Privacy Roads and Maritime Services Subsidence Advisory NSW Telecommunications authority Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 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

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and

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

## 8 Vendor's rights and obligations

### 8.1 The vendor can *rescind* if –

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

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

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

### 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under legislation, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:



- deposit paid;
  - *remittance amount payable*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
  - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
  - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - 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; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*, and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an electronic transfer;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated completion time; and
- 30.6.4 invite the vendor and any incoming mortgagee to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an electronic transfer;
- 30.7.3 invite any incoming mortgagee to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated completion time.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any discharging mortgagee to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 business day before the date for completion.
- 30.10 At least 1 business day before the date for completion, the parties must ensure that –
- 30.10.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the electronic transaction to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –
- 30.13.1 normally, the parties must choose that financial settlement not occur; however
- 30.13.2 if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and
  - the vendor shall be taken to have no legal or equitable interest in the property.
- 30.14 A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                             |  |
|-----------------------------|--|
| <i>adjustment figures</i>   | details of the adjustments to be made to the price under clause 14;  |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i>      | the time of day on the date for completion when the electronic transaction is to be settled;   |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.



## **SPECIAL CONDITIONS**

### **1. SELLING AGENT.**

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any agent or employee of an agent other than the agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of the agent's commission arising from this Contract other than to any agent herein named as such, then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the Purchaser to the Vendor in addition to the purchase price herein provided for. This special condition of this Contract and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Contract.

### **2. NOTICES.**

The parties hereto agree that fourteen (14) days shall be an adequate period for any notice required to be given under or relating to this Contract.

### **3. PURCHASER ENQUIRIES.**

Subject to the provisions of Section 52A of the Conveyancing Act, 1919, as amended, it is hereby agreed and declared that the Purchaser has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract, and the Purchaser acknowledges that he has made all such enquiries and investigations as he deems appropriate prior to entering into this Contract.

### **4. DEATH, MENTAL INCAPACITY.**

Should either party (or either of them if more than one) die prior to the date of completion of this Contract, or become incapable of managing their affairs within the meaning of the Mental Health Act, 1958, as amended, or any statute which may replace the same, then the other party may by notice in writing rescind this Contract whereupon the

provisions of clause 19 shall apply, provided that the rescinding party is not otherwise in default under this Contract.

5. **INCLUSIONS.**

Included in this sale of the subject premises are the Inclusions listed on the annexure hereto, title to which shall pass to the Purchaser on completion. The Vendor hereby assigns to the Purchaser any rights the Vendor may have pursuant to any manufacturer's warranty with respect to the Inclusions. The Inclusions are sold in the present state and condition, as to which the Vendor makes no warranty.

6. **COMPLETION DATE.**

The Completion Date is the later of:

- (a) Twenty-eight (28) days after the date of this Contract; or
- (b) Fourteen (14) days after the date of service of an Occupation Certificate where such certificate is not annexed hereto.

7. **BUILDING DEFECTS WARRANTY**

- 7.1 Any defects or faults due to faulty materials or workmanship (not including minor shrinkage and minor settlement cracks) which may appear in the Property and which are notified in writing to the Vendor within two (2) months after the date of completion must be amended and made good by the Vendor at the Vendor's expense within a reasonable time after the expiration of that period of two (2) months.
- 7.2 If any disagreement arises in connection with special condition 7.1 either the Vendor or the Purchaser may refer the disagreement to an Expert and the Expert's decision will be final and conclusive and binding on the parties and the cost of the determination must be borne by the party against whom the Expert's decision is made or if there is no such party then by the party or parties who the Expert determines is or are to bear the costs.
- 7.3 For the purposes of this special condition "Expert" shall mean a person with qualifications or experience in the relevant area approved by the Department of Fair Trading and nominated by the Vendor.
- 7.4 Except in the case of Major Defects (being a fault or faults which may cause danger to occupants of the Property or a fault which makes the Property uninhabitable), the Purchaser must not request the Vendor to amend and make good before completion any defects or faults which may have appeared in the Property before completion, and is not

entitled to delay completion for defects that are other than Major Defects.

8 **RELEASE OF DEPOSIT.**

The Deposit Holder is the vendor's solicitor.

Notwithstanding anything herein contained, the purchasers hereby authorize and directs the vendor's Solicitor or agent to release to the vendor, or as the vendor may direct, the deposit monies.

9 **INCONSISTANCY WITH PRINTED CLAUSES.**

In the event that the Special Conditions contained herein are in any way inconsistent with, or conflict with, the printed provisions of this Contract for sale, then the Special Conditions shall prevail.

10 **COMPLETION**

10.1 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.

10.2 If the Vendor serves a Notice to Complete pursuant to this Clause then the purchaser shall allow on completion the costs of the Vendor incurred in the issue and service of such notice in the sum of \$330.00 inclusive GST. The payment of such costs is an essential term of this Contract.

10.3 If the purchaser completes this contract but does not do so on or before the completion date, then upon actual completion:

10.3.1 the purchaser must pay the Vendor interest on:

10.3.1.1 the balance of the price; and

10.3.1.2 any other amount payable by the purchaser to the Vendor under this contract,

from but excluding the completion date to and including the date of actual completion at the rate of 10% per annum; and

- 10.3.2 despite clause 14, adjustments are to be made as at the earliest of the completion date; the date possession is given to the purchaser and the date of actual completion.
- 10.4 Payment of interest in accordance with this Clause 10 is an essential term of this contract.
- 10.5 The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.
- 10.6 If a party is entitled to serve a notice to complete, then 14 days excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.
- 10.7 Where the Purchaser has booked a date, time and place for actual completion with the Vendor, and such booking is cancelled through no default of the Vendor, then for each such cancelled booking the Purchaser shall allow to the Vendor as an adjustment at actual completion the sum \$165.00 inclusive of GST.

**11. COUNCIL RATES, WATER RATES, LAND TAX, INSURANCE PREMIUMS**

- 11.1 **Council Rates-**If, at completion, a separate assessment for council rates in respect of the Property for the year current at completion has not been issued, the Vendor must pay the actual separate assessment if and when it issues. On completion the purchaser must adjust the amount of \$1,500.00 per annum and no regard is to be had to the actual separate assessment if and when it issues.
- 11.2 **Water Rates-** If, at completion, a separate assessment for water and sewerage rates in respect of the Property for the quarter current at completion has not issued, the vendor must pay the actual separate assessment if and when it issues. On completion the Purchaser must adjust the amount of \$500.00 per quarter and no regard is to be had to the actual separate assessment if and when it issues.
- 11.3 **Land Tax-** The vendor and purchaser agree that the amount of \$1,200.00 for the Lot shall be adjusted upon completion for the payment of land tax for the then current land tax year and no regard is to be had to the actual liability for any land tax which may be payable on the Land before Subdivision, or the Lot.

11.4 **Insurance premiums and Pre-paid maintenance contracts**– Strata Insurance premiums and Pre-paid Maintenance Contracts for the maintenance of bio-filtration basins and storm filters payable in respect of the development of the Property will be out-goings for the purposes of calculating adjustments on settlement.

11.5 The Vendor must, on or before completion, pay or procure the payment of:

- i. any assessment for council rates, and
- ii. any assessment for water and sewerage rates

issued before completion for the Land before subdivision or for the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of rates.

11.6 (a) The Vendor must on or before completion, pay or procure the payment of any assessment for land tax issued before completion for the Land before Subdivision of the Lot either in full or to the extent necessary to free the Lot from any charge for the payment of land tax.

(b) Where a land tax assessment has not been issued or a land tax certificate shows that the property may be liable for a charge but no value is attributed to the property, then the purchaser agrees to accept at completion and undertaking from the vendor to pay any assessment within the time limited by such assessment for payment. The vendor agrees that the amount of \$1,000.00 is to be held in trust by the vendor's solicitor until such time as the assessment has been paid.

(c) The vendor will have complied with its obligations pursuant to Schedule 2, Clause 5 of the Conveyancing (Sale of Land) Regulation 2010 if it serves a land tax certificate for the year current at completion that relates to the land as it was registered as at midnight on the 31<sup>st</sup> December in the year immediately before the year of completion.

11.7 Clauses 23.13 and 23.14 are deleted.

## 12 **SYDNEY WATER**

12.1 The Purchaser acknowledges that at the date of this Contract an accurate diagram of the Land from the appropriate sewerage authority showing where the Sydney Water sewer will affect the land on completion of the Works may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried

out all times with the approval of Sydney Water and this warranty shall not merge on completion.

12.2 The issue of an Occupation Certificate by Council or the Vendor's Private Certifier shall be conclusive evidence that the Vendor has complied with the warranty in clause 12.1.

12.3 Completion is not subject to or conditional upon the Vendor providing any updated diagram from Sydney Water.

### **13. GST**

The purchase price includes GST and the Vendor may not make any additional charge on account of GST.

The Vendor is entitled to pay GST under the scheme known as or generally referred to as the margin scheme under a New Tax System (Goods and Services Tax) Act 1999. The parties hereby agree that the margin scheme is to apply.

The Purchaser acknowledges that because the Vendor uses the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of GST paid by the Vendor.

For the purposes of this clause GST means goods and services tax, value added tax, consumption tax or a similar tax.

### **14. DEPOSIT**

The Deposit is ten percent (10%) of the Price.

14.1 If the Vendor agrees in writing prior to exchange, or prior to the expiry of any statutory Cooling-Off Period, that it will accept payment of the Deposit by instalments, then:

14.2 the Deposit is payable as to 5% upon exchange, or upon the expiry of any statutory Cooling-Off Period, and the balance of 5% is payable on or before the Completion Date. The provisions of clauses 2.3 and 2.5 continue to apply until the deposit is paid in full.

14.3 Clause 9.1 is deleted and replaced with: "keep or recover 10% of the Price".

14.3 Notwithstanding the provisions of the Contract the Vendor will accept on exchange of contracts a bank guarantee or deposit bond for the deposit in the place of cash payment. Such guarantee or deposit

bond must be effective until the completion of this Contract and be issued by a bank or insurance Company approved by the Vendor.

**15. SMOKE ALARM**

15.1 For the purposes of the Conveyancing Act (Sale of Land) Regulation 2005 the Vendor discloses that:

- (a) this contract relates to land on which a building is situated;
- (b) smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 of the Environmental Planning and Assessment Regulation 2000 to be installed in the building;
- (c) the building complies with this requirement.

15.2 The purchaser shall not be entitled to make any objection, requisition or claim for compensation relating to this specific disclosure.

**16. PURCHASER'S REQUISITIONS ON TITLE**

16.1 Notwithstanding anything else herein contained, the Purchaser agrees to only make those requisitions on title as are set out in the form of requisitions annexed hereto. These requisitions are deemed to have been made as at the date of this contract.

16.2 Annexed hereto are the vendor's replies to the purchaser's requisitions on title.

**17. AMENDMENTS TO PRINTED CONDITIONS**

The Printed Conditions shall be amended in the following manner:

17.1 In Clause 7.1.1. "5%" is replaced with "1%";

17.2 Clause 7.1.3 is replaced with: "the purchaser does not serve notice waiving the claims within five (5) days after that service, and"

17.3 Clause 10.1, line 1 is replaced with:

"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of: "

17.4 Clauses 15, 14.4.2; 16.8, 23.9, 23.13, 23.14 and 28 are deleted;

17.5 the words "plus another 20% of that fee" are deleted from the end of clause 16.5.

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## SPECIAL CONDITION

### 18. Guarantee for corporate buyer

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In consideration of the seller contracting with the corporate buyer

\_\_\_\_\_ Pty. Ltd. ACN \_\_\_\_\_ the guarantors, as is evidenced by the guarantors execution hereof, guarantee the performance by the buyer of all of the buyer's obligations under the contract and indemnify the seller against any cost or loss whatsoever arising as a result of the default by the buyer in performing its obligations under this contract for whatever reason. The seller may seek to recover any loss from the guarantor before seeking recovery from the buyer and any settlement or compromise with the buyer will not release the guarantor from the obligation to pay any balance that may be owing to the seller. This guarantee is binding on the guarantors their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the seller.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

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## **Sapphire Inclusions- Apartments for Portico Plaza**

Split Air Conditioner for living area

### **Kitchen:**

Westinghouse Oven WVE613 S

Westinghouse Cook Top WHG641 SA -600mm

Westinghouse Retractable Range hood 3 Speed WRR614 SA -600mm

Westinghouse Dishwasher

Stone Bench top 20mm

Square Kitchen Sink with Square Mixer tap

Ceramic Floor Tiles in Kitchen

Kitchen cupboards –White Top & bottom grey with Handles

Tiles to Kitchen Splash Backs - Grey

### **Bedrooms, Living & Dining:**

Laminex (8mm) in living and Dining and Bedrooms

Polyester Vertical Blinds to Windows and Sliding Doors (except baths & laundry)

Built-in Wardrobes (Mirror & White Glass)

### **Bathrooms:**

Tiles to Bathroom-"Full height White Tiles with feature Wall

### **Bathroom Accessories -"Premium Range Chrome Finish"**

- Renata Sorrento series vanity
- Square Chrome Tap ware
- Square Chrome Bath basin Mixer
- Acrylic Bath Tub – if Shown in Marketing Plan
- Porcelain close couples toilet suites
- Wall mounted toilet roll holder
- Chrome towel rail
- Shower screens-semi frameless (Subject to the layout of Bathroom)
- Vanity mirrors -frameless

### **Laundry:**

- Splashback-1.2 meter high-300 x 600 white finish tiles in Basin area
- Stainless Steel Laundry Tub

### **Others:**

Gas Hot Water System

Down lights in living & Dining

Oyster Lights in Bedrooms

Locks on Sliding Windows and sliding doors

Phone Line

TV Antenna Outlet

Gas Outlet

Stainless steel finish Switch Cover

Dryer

REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY  
REQUISITIONS ON TITLE

As far as the Vendor is aware, and apart from anything noted in the Contract, the vendor makes the following replies:

1. Noted
2. No
3. – 5. Not applicable
6. – 7. Noted
8. No
9. At first mortgagee's by appointment
10. No
11. Noted
12. Yes, if your s.47 certificate shows a charge please send for clearance
13. Noted
14. No
15. (a) Yes  
(b) – (c) No  
(d) Yes  
(e) Subject to Contract
16. No
17. Not applicable
- 18.(a) Not applicable  
(b) – (c) No
19. No
20. No
- 21.- 22 Not applicable
23. No
24. Not applicable
25. To be provided at completion
26. Noted
- 27.- 28. Subject to contract
29. Noted

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Buildwell Australia Pty. Ltd.

Purchaser:

Property: 17-19 Aurelia St., Toongabbie

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (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.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
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 mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are 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.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
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.
15. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? 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 *Home Building Act 1989*.

16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
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 *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, 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 of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any 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 recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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.



LAND  
REGISTRY  
SERVICES

## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97361

SEARCH DATE	TIME	EDITION NO	DATE
2/5/2018	10:26 AM	1	27/4/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97361  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT TOONGABBIE  
LOCAL GOVERNMENT AREA CUMBERLAND  
PARISH OF PROSPECT COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP97361

### FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97361  
ADDRESS FOR SERVICE OF DOCUMENTS:  
'PORTICO PLAZA'  
17-19 AURELIA STREET  
TOONGABBIE  
NSW 2146

### 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 THE TITLE DIAGRAM
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP97361
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
- 5 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 6 B292522 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 7 B299809 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 8 B488324 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 9 B539917 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 10 B672456 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 11 B675229 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97361

PAGE 2

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

- 12 B729084 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 13 B850986 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 14 B909806 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 15 B957358 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 16 D725941 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 17 J185423 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 18 S51614 EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1072713 EASEMENT FOR PADMOUNT SUBSTATION 2.75 METRES WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1137779 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1137779 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1137779 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1126420 EASEMENT FOR SERVICE CABLES, DUCTS AND FIRE SAFETY EQUIPMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 24 DP1126420 EASEMENT FOR SERVICE CABLES, DUCTS AND FIRE SAFETY EQUIPMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1126420 EASEMENT FOR SUPPORT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26 DP1126420 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1126420 EASEMENT FOR ACCESS FOR MAINTENANCE PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 DP1126420 EASEMENT FOR ACCESS FOR MAINTENANCE PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29 DP1126420 RIGHT OF PERSONAL ACCESS 2.555 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30 DP1126420 RIGHT OF PERSONAL ACCESS 1.2 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 2 - CONTINUED OVER

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PRINTED ON 2/5/2018

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97361

PAGE 3

SECOND SCHEDULE (38 NOTIFICATIONS) (CONTINUED)

- 31 DP1126420 RIGHT TO USE FIRE STAIRS, PASSAGES AND EXITS  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 32 DP1126420 RIGHT TO USE FIRE STAIRS, PASSAGES AND EXITS  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 33 DP1126420 RIGHT TO USE AND ACCESS PLANT ROOMS AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 34 DP1126420 RIGHT TO USE AND ACCESS PLANT ROOMS APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 35 DP1126420 EASEMENT FOR AIR SUPPLY AND EXTRACTION AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 36 DP1126420 EASEMENT FOR AIR SUPPLY AND EXTRACTION APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 37 DP1126420 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE  
S.88B INSTRUMENT
- 38 DP1126420 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97361

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 69		2 - 74		3 - 73		4 - 41	
5 - 69		6 - 62		7 - 73		8 - 42	
9 - 70		10 - 63		11 - 73		12 - 73	
13 - 62		14 - 69		15 - 69		16 - 69	
17 - 65		18 - 70		19 - 67		20 - 72	
21 - 66		22 - 71		23 - 68		24 - 67	
25 - 60		26 - 51		27 - 51		28 - 56	
29 - 70		30 - 70		31 - 68		32 - 70	
33 - 68		34 - 69		35 - 68		36 - 69	
37 - 69		38 - 71		39 - 65		40 - 68	
41 - 69		42 - 70		43 - 69		44 - 70	
45 - 70		46 - 72		47 - 66		48 - 69	
49 - 70		50 - 70		51 - 70		52 - 71	
53 - 71		54 - 72		55 - 69		56 - 70	
57 - 71		58 - 71		59 - 71		60 - 72	
61 - 72		62 - 71		63 - 70		64 - 71	
65 - 68		66 - 68		67 - 68		68 - 68	
69 - 69		70 - 69		71 - 53		72 - 68	
73 - 69		74 - 68		75 - 68		76 - 69	
77 - 69		78 - 69		79 - 68		80 - 69	
81 - 68		82 - 68		83 - 69		84 - 69	
85 - 69		86 - 69		87 - 70		88 - 69	
89 - 70		90 - 70		91 - 70		92 - 68	
93 - 69		94 - 69		95 - 69		96 - 70	
97 - 70		98 - 70		99 - 70		100 - 72	

END OF PAGE 3 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97361

PAGE 4

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

STRATA PLAN 97361

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
101	- 68	102	- 76	103	- 79	104	- 71
105	- 72	106	- 67	107	- 70	108	- 71
109	- 49	110	- 73	111	- 66	112	- 67
113	- 68	114	- 76	115	- 66	116	- 69
117	- 66	118	- 67	119	- 69	120	- 68
121	- 70	122	- 81	123	- 63	124	- 68
125	- 67	126	- 68	127	- 70	128	- 67
129	- 69	130	- 74	131	- 64	132	- 69
133	- 68	134	- 69	135	- 71	136	- 68
137	- 70	138	- 75	139	- 65	140	- 71
141	- 69	142	- 70	143	- 72	144	- 69
145	- 80	146	- 80				

NOTATIONS

UNREGISTERED DEALINGS: EP AN237826 ER AN237827.

\*\*\* END OF SEARCH \*\*\*

140961

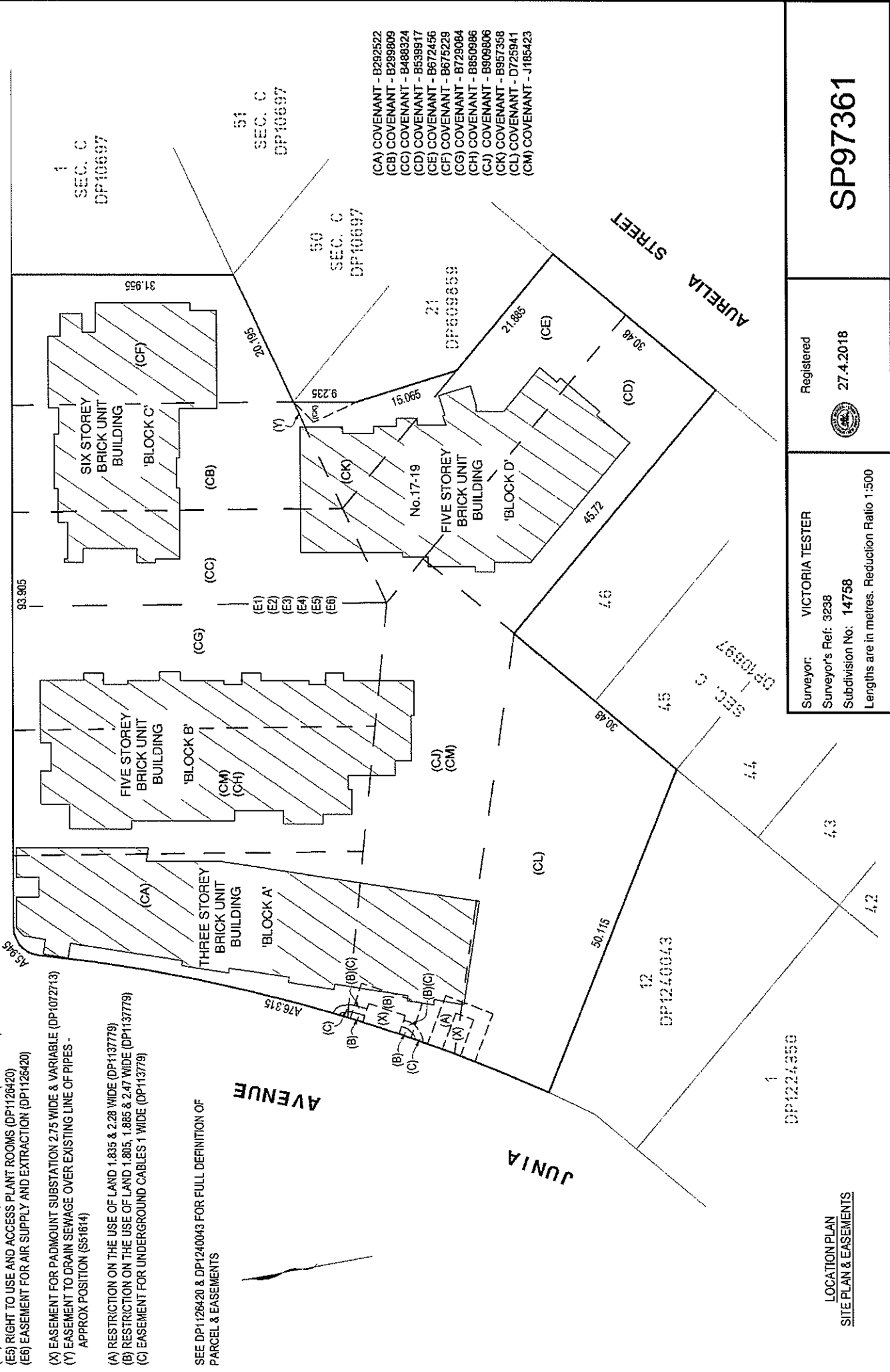
PRINTED ON 2/5/2018

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



- (E1) EASEMENT FOR SERVICE CABLES, DUCTS AND FIRE SAFETY EQUIPMENT (DP1126420)
- (E2) EASEMENT FOR SUPPORT (DP1126420)
- (E3) EASEMENT FOR ACCESS FOR MAINTENANCE PURPOSES (DP1126420)
- (E4) RIGHT TO USE FIRE STAIRS, PASSAGES AND EXITS (DP1126420)
- (E5) RIGHT TO USE AND ACCESS PLANT ROOMS (DP1126420)
- (E6) EASEMENT FOR AIR SUPPLY AND EXTRACTION (DP1126420)
- (X) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE & VARIABLE (DP1072713)
- (Y) EASEMENT TO DRAIN SEWAGE OVER EXISTING LINE OF PIPES - APPROX POSITION (S51814)
- (A) RESTRICTION ON THE USE OF LAND 1.835 & 2.28 WIDE (DP1137779)
- (B) RESTRICTION ON THE USE OF LAND 1.805, 1.885 & 2.47 WIDE (DP1137779)
- (C) EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP1137779)

SEE DP1126420 & DP1240043 FOR FULL DEFINITION OF PARCEL & EASEMENTS



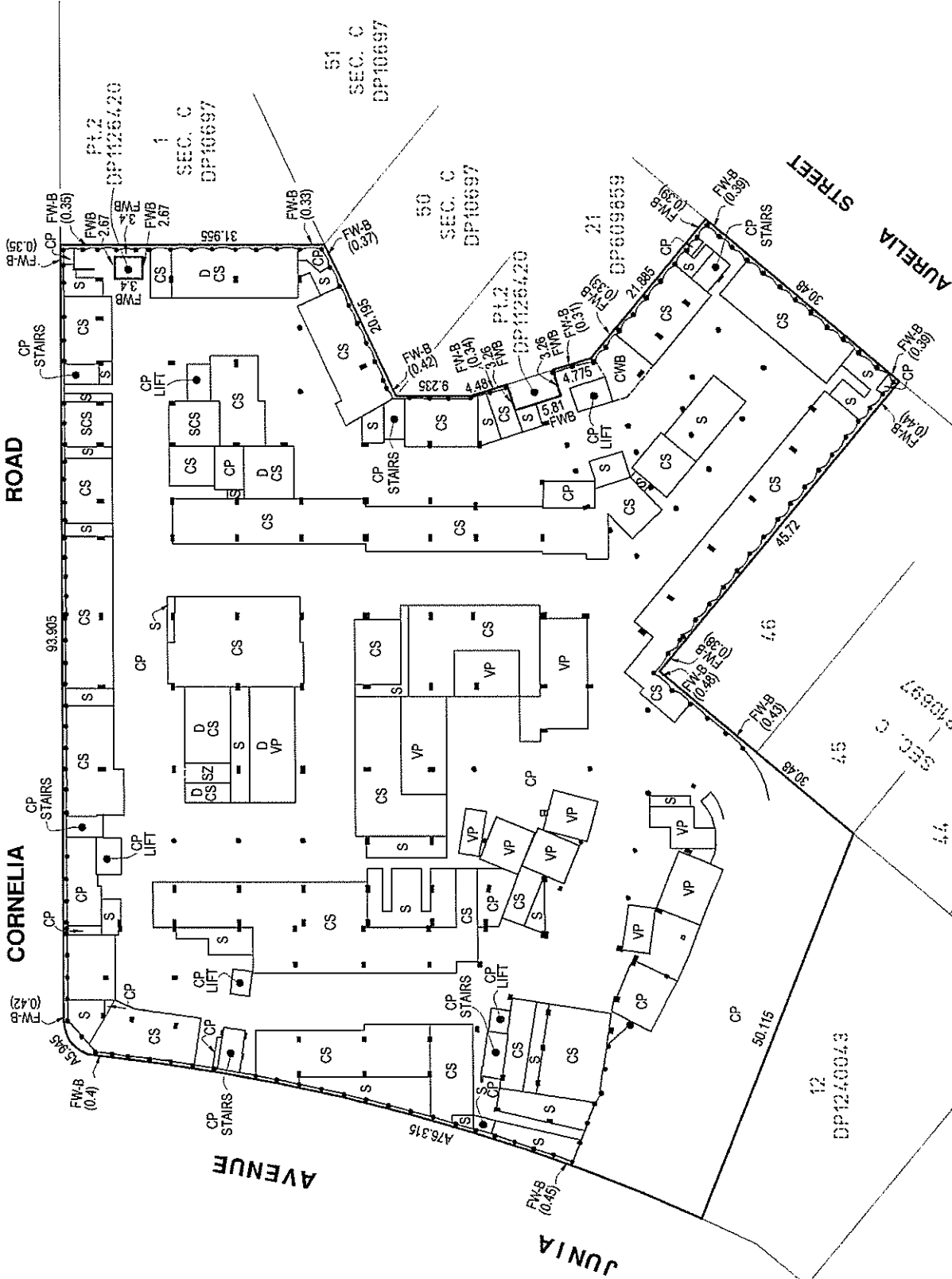
- (CA) COVENANT - B292522
- (CB) COVENANT - B299809
- (CC) COVENANT - B488324
- (CD) COVENANT - B539917
- (CE) COVENANT - B672456
- (CF) COVENANT - B676229
- (CG) COVENANT - B729084
- (CH) COVENANT - B850986
- (CI) COVENANT - B909806
- (CJ) COVENANT - B957358
- (CK) COVENANT - D725941
- (CM) COVENANT - J185423

SP97361

Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Registered 27.4.2018  
Lengths are in metres. Reduction Ratio 1:500

LOCATION PLAN  
SITE PLAN & EASEMENTS

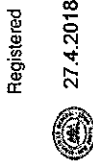
10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													



- CP denotes COMMON PROPERTY  
VP denotes VISITOR PARKING (CP)  
S denotes STORAGE AREA  
CS denotes CAR SPACE  
SZ denotes SHARED ZONE (CP)  
D denotes DISABLED PARKING SPACE  
SCS denotes SMALL CAR SPACE  
CWB denotes CAR WASH BAY (CP)  
FW-B denotes FACE WALL TO BOUNDARY  
FWB denotes FACE WALL ON BOUNDARY

LOCATION PLAN  
RESIDENTIAL CAR PARK & BELOW

Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:500

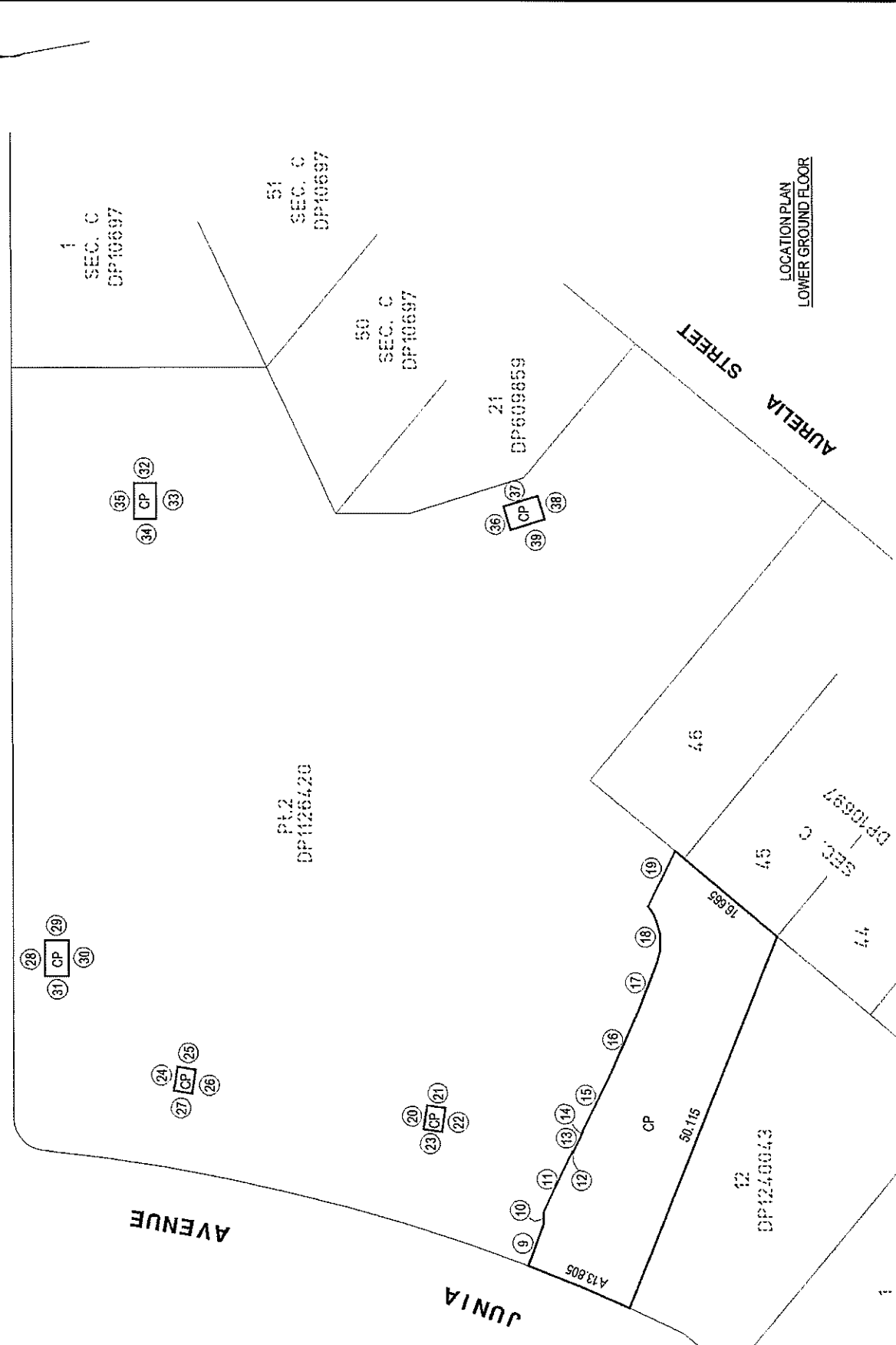


Registered  
27.4.2018

SP97361

SCHEDULE OF SHORT BOUNDARIES		
No.	DIST.	REMARKS
9	5.5	
10	1.645	
11	8.34	S FACE WALL
12	0.16	
13	2.335	S FACE WALL
14	0.55	
15	7.54	S FACE WALL
16	9.2	S FACE WALL
17	6.51	S FACE WALL
18	A7.305	S FACE WALL
19	7.69	S FACE WALL
20	3.02	N FACE WALL
21	2.3	E FACE WALL
22	3.02	S FACE WALL
23	2.3	W FACE WALL
24	3.02	N FACE WALL
25	2.3	E FACE WALL
26	3.02	S FACE WALL
27	2.3	W FACE WALL
28	4.45	N FACE WALL
29	3.02	E FACE WALL
30	4.45	S FACE WALL
31	3.02	W FACE WALL
32	2.8	E FACE WALL
33	4.45	S FACE WALL
34	2.8	W FACE WALL
35	4.45	N FACE WALL
36	3.08	N FACE WALL
37	4.45	E FACE WALL
38	3.08	S FACE WALL
39	4.45	W FACE WALL

CP denotes COMMON PROPERTY  
AT LOWER GROUND FLOOR IS  
COMMON PROPERTY AND DOES  
NOT CONTAIN ANY LOTS.



Surveyor:  
VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:500

Registered  
27.4.2018

SP97361

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

SCHEDULE OF SHORT BOUNDARIES		REMARKS
No.	DIST.	
20	3.02	N FACE WALL
21	2.3	E FACE WALL
22	3.02	S FACE WALL
23	2.3	W FACE WALL
24	3.02	N FACE WALL
25	2.3	E FACE WALL
26	3.02	S FACE WALL
27	2.3	W FACE WALL
28	4.45	N FACE WALL
29	3.02	E FACE WALL
30	4.45	S FACE WALL
31	3.02	W FACE WALL
32	2.8	E FACE WALL
33	4.45	S FACE WALL
34	2.8	W FACE WALL
35	4.45	N FACE WALL
36	3.08	N FACE WALL
37	4.45	E FACE WALL
38	3.08	S FACE WALL
39	4.45	W FACE WALL
40	2.495	SFBW
41	1.745	SFBW
42	0.44	EFBW
43	1.07	SFBW
44	0.25	WFBW
45	6.585	WFBW
46	2.255	WFBW
48	2.385	NFBW
49	2.42	EFBW
50	4.835	NFBW
51	0.42	EFBW
52	1.41	NFBW
53	3.48	SFBW
54	1.86	SFBW
55	0.1	EFBW
56	1.36	SFBW
57	0.27	EFBW
58	2.31	SFBW
59	2.695	EFBW
60	4.175	SFBW
61	4.54	WFBW
62	7.27	NFBW
63	0.31	WFBW
64	0.85	NFBW
65	0.31	EFBW
66	1.605	NFBW
67	1	WFBW
68	0.33	SFBW
69	1.34	SFBW
70	0.52	NFBW
71	1.57	WFBW
72	4.13	NFBW
73	2.9	EFBW
74	0.245	SFBW
75	1	EFBW
76	1.26	NFBW
77	0.96	NFBW
78	4.025	WFBW
79	2.52	SFBW
80	9.95	WFBW
81	4.695	NFBW
82	1.49	EFBW
83	0.13	S FACE CONC
84	0.79	E FACE CONC

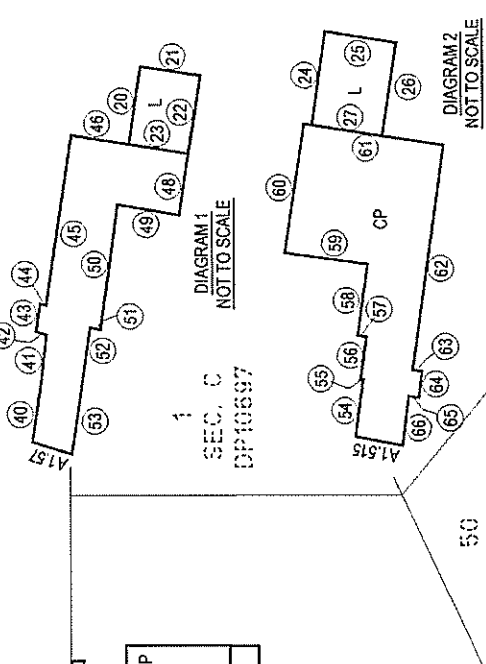
SCHEDULE OF SHORT BOUNDARIES		REMARKS
No.	DIST.	
105	7.54	S FACE WALL
106	9.2	S FACE WALL
107	0.74	S FACE WALL
108	7.145	NW FACE BEAM
109	6.22	N FACE CONC
110	1.87	NW FACE CONC
111	4.765	N FACE CONC

SCHEDULE OF SHORT BOUNDARIES		REMARKS
No.	DIST.	
112	2.02	SE FACE CONC
113	7.215	N FACE CONC
114	3.235	
115	14.585	

No.	DIST.	REMARKS
85	1.725	EFBW
86	3.205	EFBW
87	1.925	NFBW
88	5.555	EFBW
89	0.11	SFBW
90	1.405	EFBW
91	3.32	S FACE WALL
92	1.26	E FACE WALL
93	0.665	N FACE WALL
95	0.94	E FACE WALL
96	1.86	
97	4.315	SW FACE WALL
98	1.385	NW FACE WALL
99	5.5	
100	1.645	
101	8.34	S FACE WALL
102	0.16	
103	2.335	S FACE WALL
104	0.55	

## CORNELIA

## ROAD

Pt.2  
DP1126420DIAGRAM 2  
NOT TO SCALE

SEE DIAG 4

SEE DIAG 3

SEE DIAG 2

SEE DIAG 1

SEE DIAG 5

DIAGRAM 3  
NOT TO SCALEDIAGRAM 4  
NOT TO SCALEDIAGRAM 5  
NOT TO SCALE

JUNIA AVENUE

AURELIA STREET

LOCATION PLAN  
GROUND FLOOR

Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:500

Registered

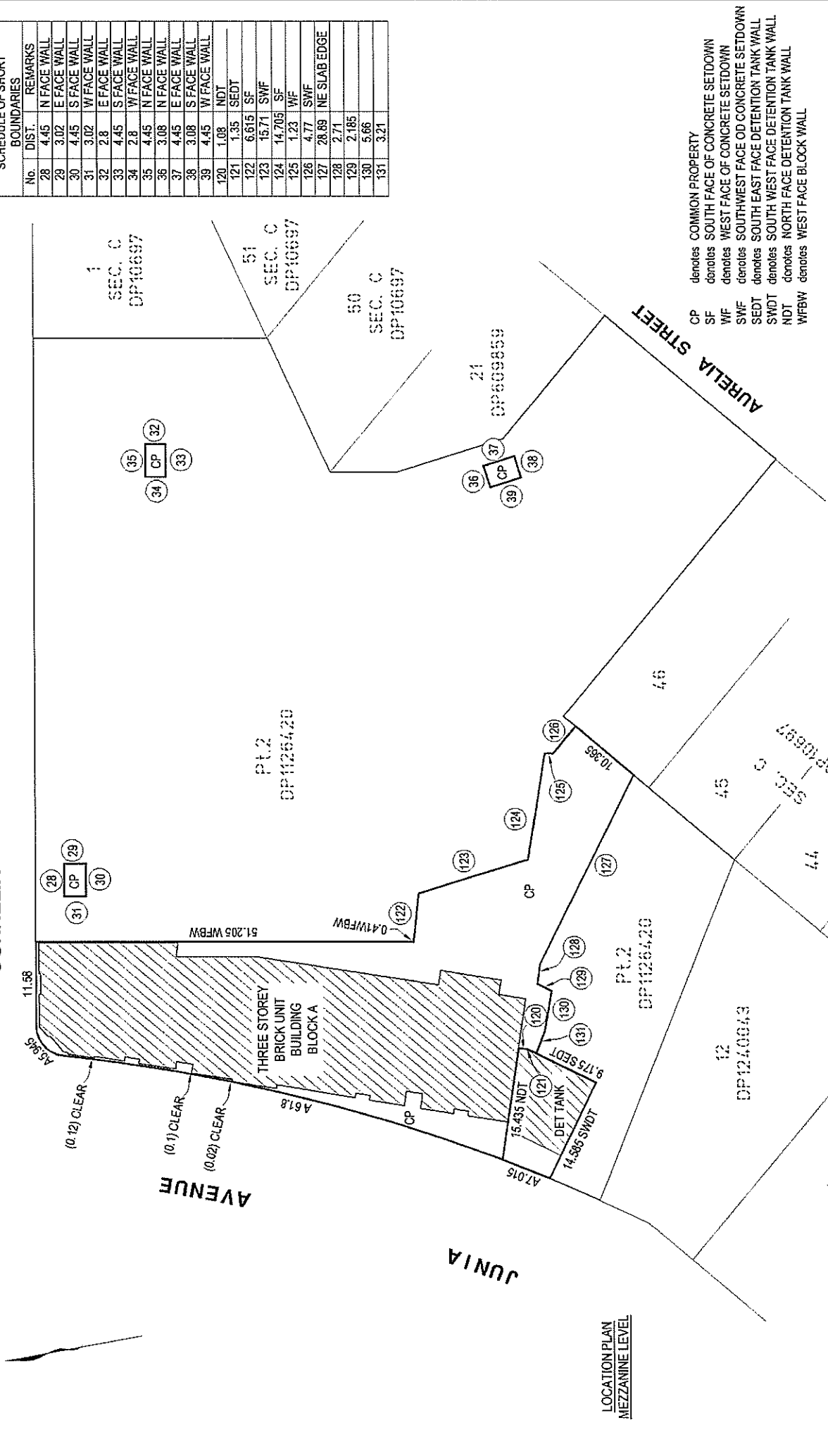
27.4.2018

SP97361

[illegible]

CORNELIA

ROAD



Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:500

Registered  
27.4.2018

SP97361

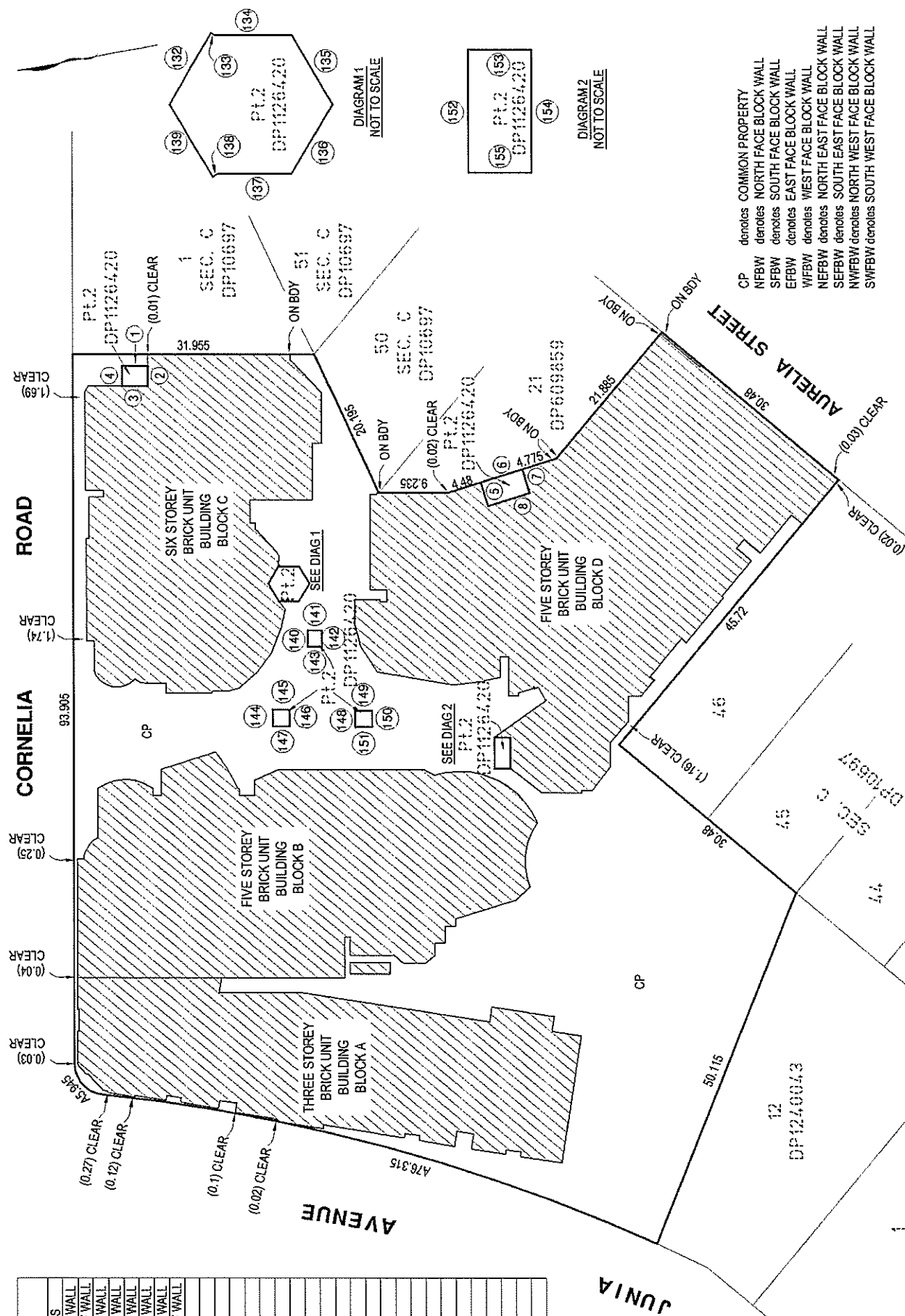
SCHEDULE OF SHORT BOUNDARIES		
No.	DIST.	REMARKS
28	4.45	N FACE WALL
29	3.02	E FACE WALL
30	4.45	S FACE WALL
31	3.02	W FACE WALL
32	2.8	E FACE WALL
33	4.45	S FACE WALL
34	2.8	W FACE WALL
35	4.45	N FACE WALL
36	3.08	N FACE WALL
37	4.45	E FACE WALL
38	3.08	S FACE WALL
39	4.45	W FACE WALL
120	1.08	NDT
121	1.35	SEDIT
122	6.615	SF
123	15.71	SWF
124	14.705	SF
125	1.23	WF
126	4.77	SWF
127	28.89	NE SLAB EDGE
128	2.71	
129	2.185	
130	5.66	
131	3.21	

CP denotes COMMON PROPERTY  
SF denotes SOUTH FACE OF CONCRETE SETDOWN  
WF denotes WEST FACE OF CONCRETE SETDOWN  
SWF denotes SOUTHWEST FACE OF CONCRETE SETDOWN  
SEDIT denotes SOUTH EAST FACE DETENTION TANK WALL  
SWDT denotes SOUTH WEST FACE DETENTION TANK WALL  
NDT denotes NORTH FACE DETENTION TANK WALL  
WFBW denotes WEST FACE BLOCK WALL



REF: 140961 / SRC: M

SCHEDULE OF SHORT BOUNDARIES		
No.	DIST.	REMARKS
1	3,4	S FACE OF WALL
2	2,67	W FACE OF WALL
3	3,4	S FACE OF WALL
4	2,67	N FACE OF WALL
5	3,26	N FACE OF WALL
6	5,81	E FACE OF WALL
7	3,26	S FACE OF WALL
8	5,81	W FACE OF WALL
132	2,75	NFBW
133	0,14	SEFBW
134	2,535	EFBW
135	2,665	SEFBW
136	2,67	SWFBW
137	2,43	WFBW
138	0,2	SWFBW
139	2,79	NWFBW
140	2,16	NFBW
141	1,88	EFBW
142	2,16	SEFBW
143	1,88	WFBW
144	2,18	NFBW
145	2,22	EFBW
146	2,18	SEFBW
147	2,22	WFBW
148	2,18	NFBW
149	2,22	EFBW
150	2,18	SEFBW
151	2,22	WFBW
152	4,065	NFBW
153	2,115	EFBW
154	4,065	SEFBW
155	2,115	WFBW



**LOCATION PLAN**  
**LEVEL 1**

Surveyor: **VICTORIA TESTER**  
Surveyor's Ref: **3238**  
Subdivision No: **14758**  
Lengths are in metres. Reduction Ratio:

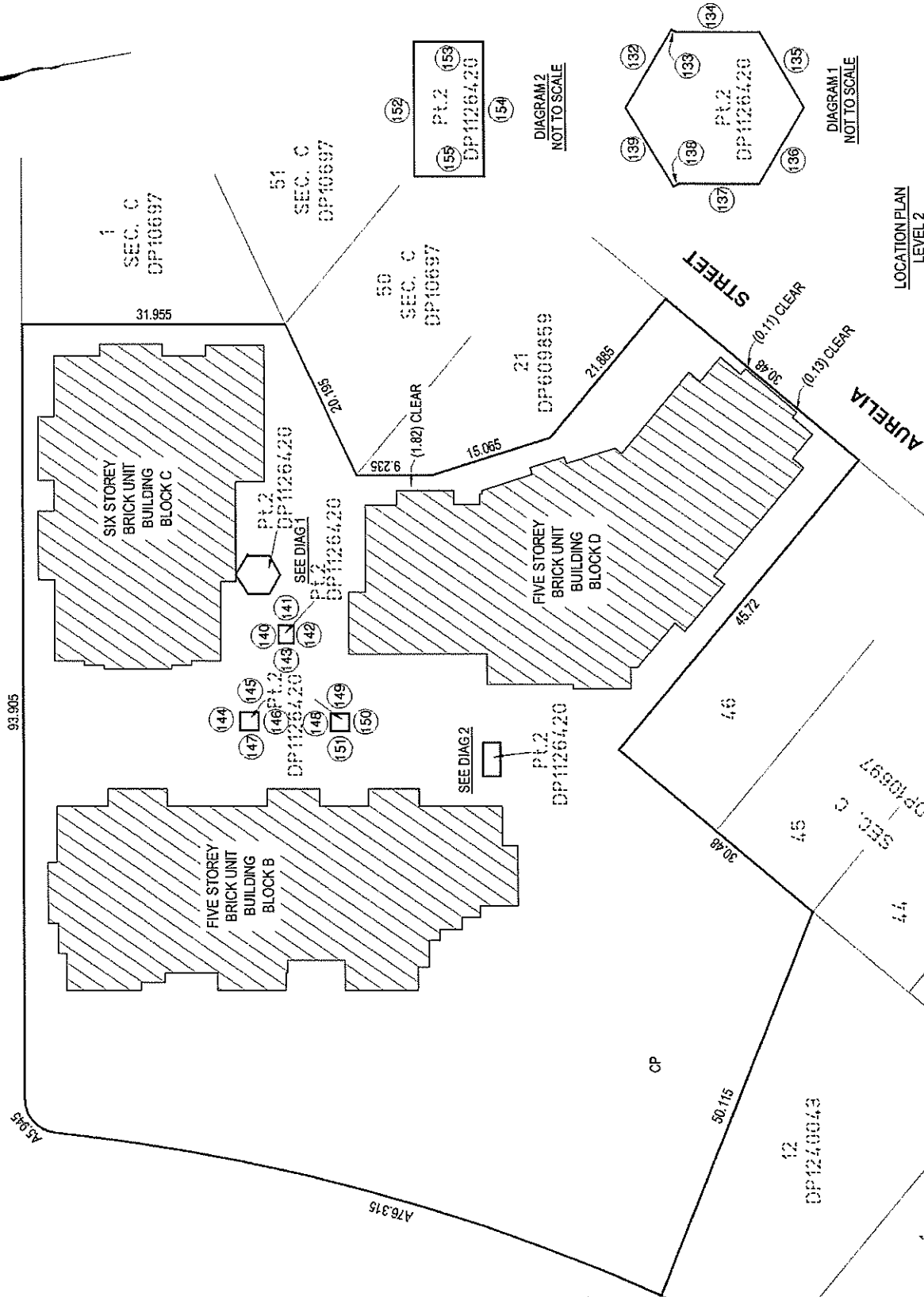
Registered  
27.4.2018

SP97361

[illegible]

SCHEDULE OF SHORT BOUNDARIES		
No.	DIST.	REMARKS
132	2.75	NFBW
133	0.14	SEFBW
134	2.335	EFBW
135	2.665	SEFBW
136	2.67	SWFBW
137	2.43	WFBW
138	0.2	SWFBW
139	2.79	NWFBW
140	2.16	NFBW
141	1.88	EFBW
142	2.16	SEFBW
143	1.68	WFBW
144	2.18	NFBW
145	2.22	EFBW
146	2.18	SEFBW
147	2.22	WFBW
148	2.18	NFBW
149	2.22	EFBW
150	2.18	SEFBW
151	2.22	WFBW
152	4.065	NFBW
153	2.115	EFBW
154	4.065	SEFBW
155	2.115	WFBW

CP	denotes	COMMON PROPERTY
NFBW	denotes	NORTH FACE BLOCK WALL
SFBW	denotes	SOUTH FACE BLOCK WALL
EFBW	denotes	EAST FACE BLOCK WALL
WFBW	denotes	WEST FACE BLOCK WALL
NFBW	denotes	NORTH EAST FACE BLOCK WALL
SFBW	denotes	SOUTH EAST FACE BLOCK WALL
NFBW	denotes	NORTH WEST FACE BLOCK WALL
SFBW	denotes	SOUTH WEST FACE BLOCK WALL



LOCATION PLAN  
LEVEL 2

**DIAGRAM 1**  
**NOT TO SCALE**

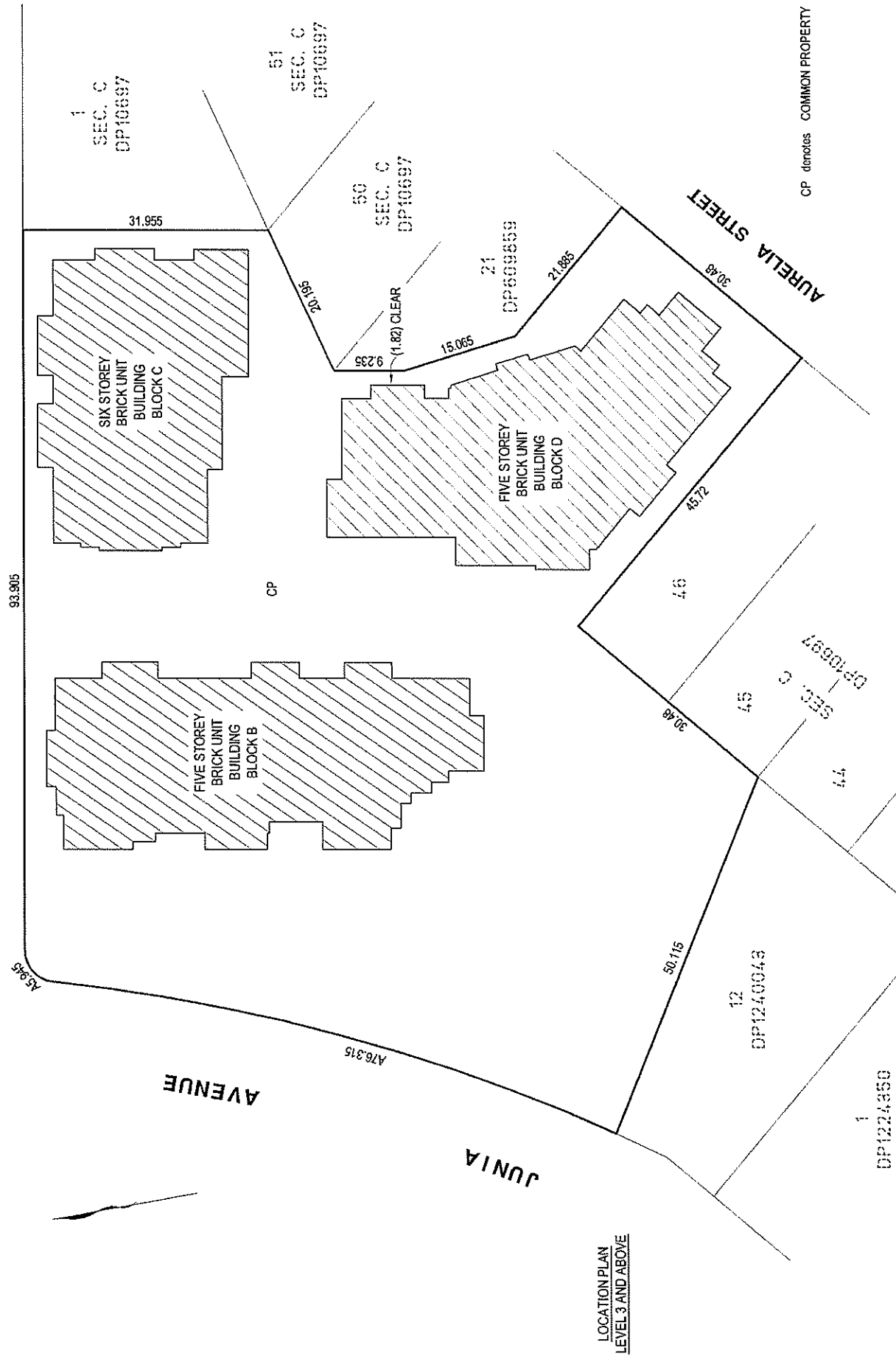
**DIAGRAM 2**  
**NOT TO SCALE**

Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:500

SP97361



CORNELIA ROAD



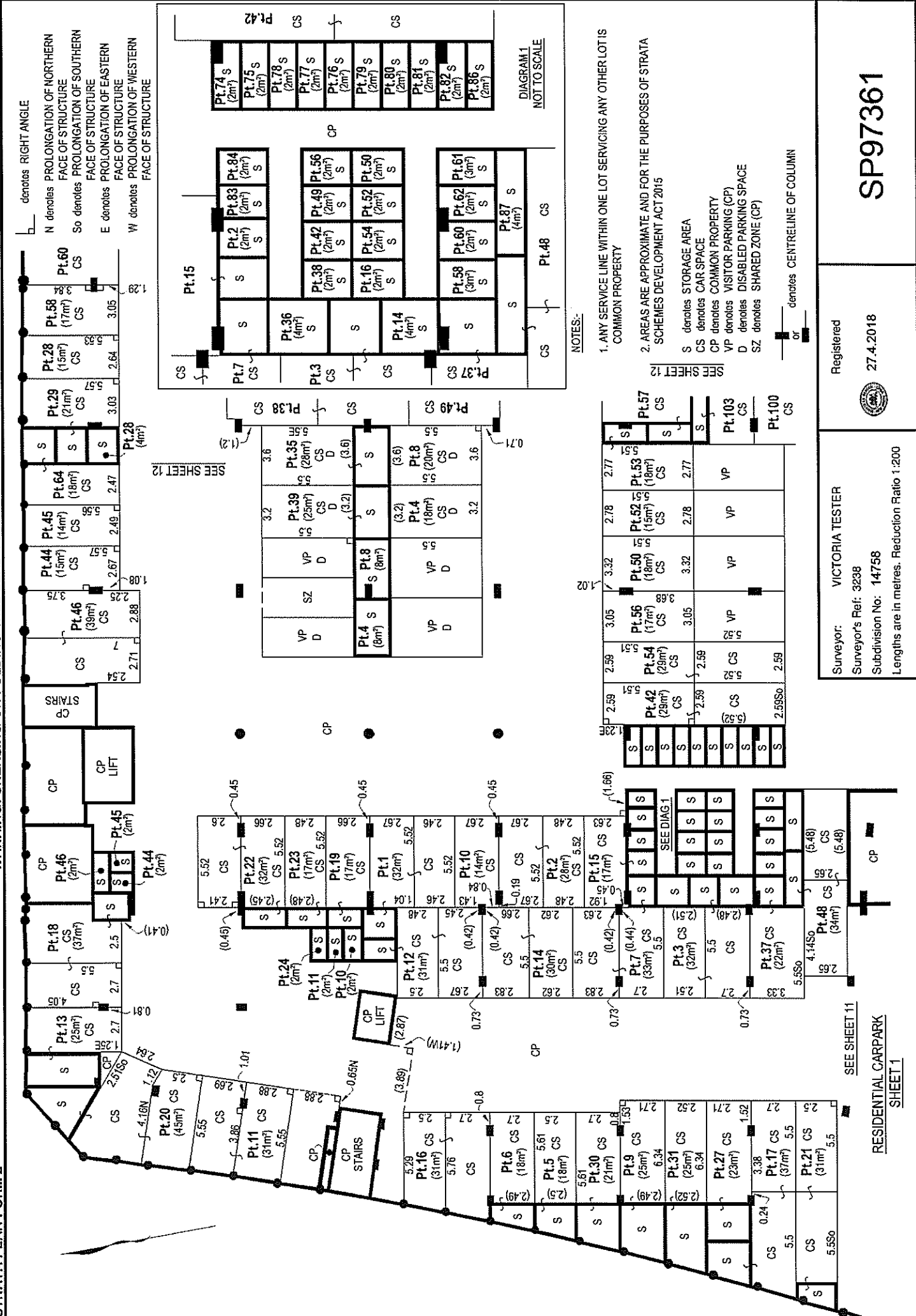
SP97361

Registered 27.4.2018

Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:500

Table of mm

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Registered  
Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:200

SP97361

RESIDENTIAL CARPARK  
SHEET 1

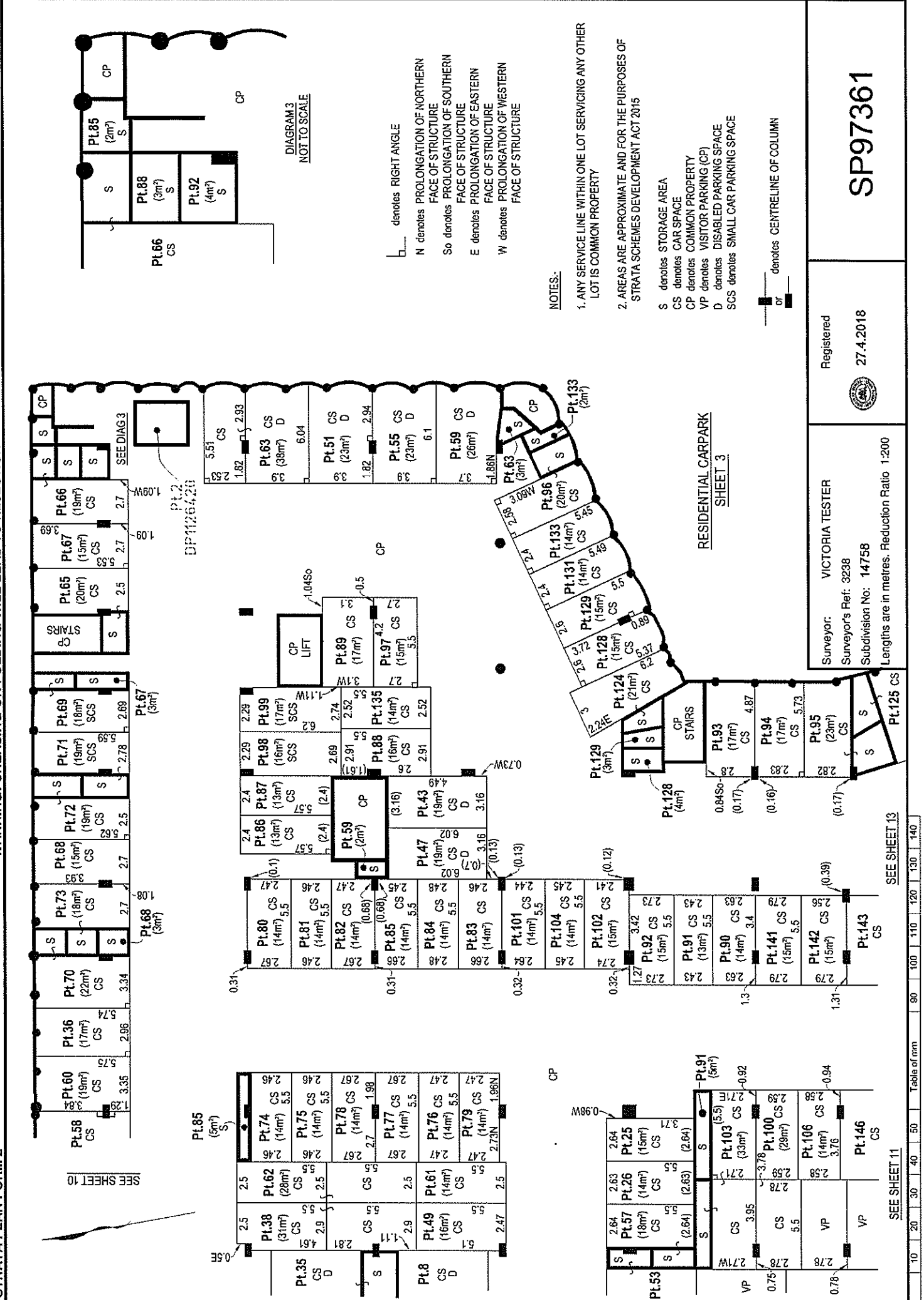
SEE SHEET 11

SEE SHEET 12

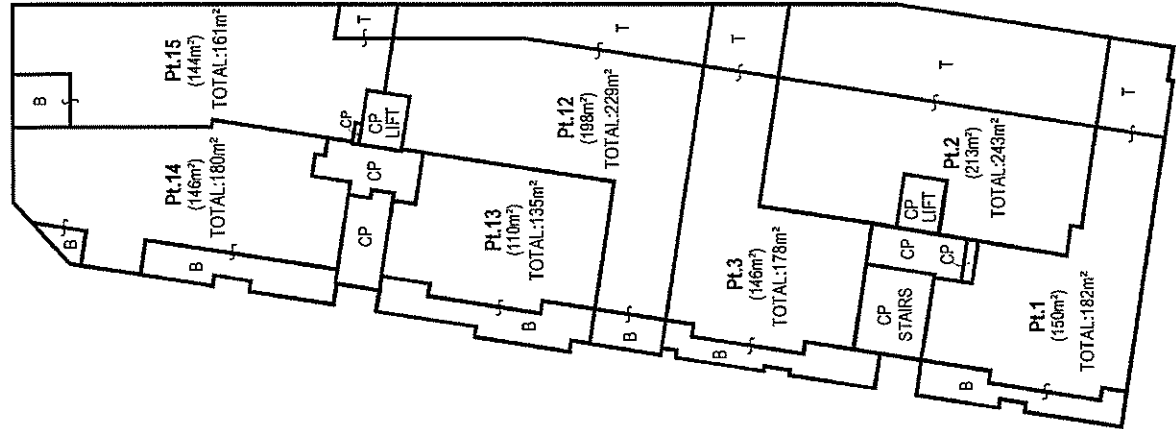
Table of mm

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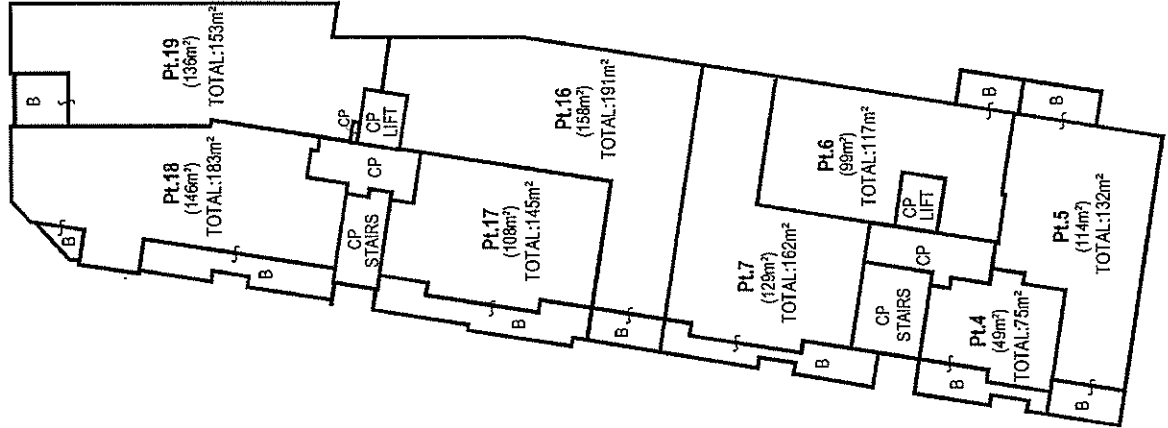




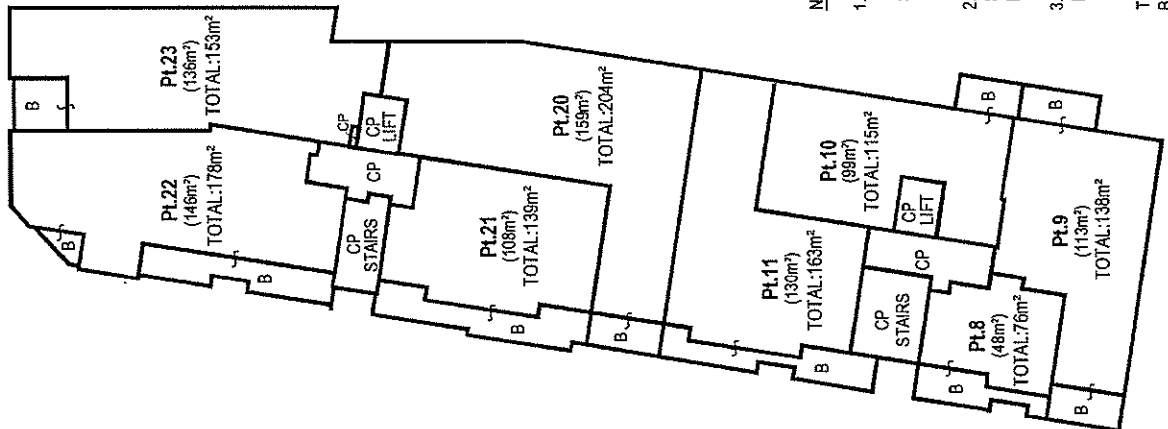




PLAZA LEVEL  
BLOCK A



MEZZANINE LEVEL  
BLOCK A



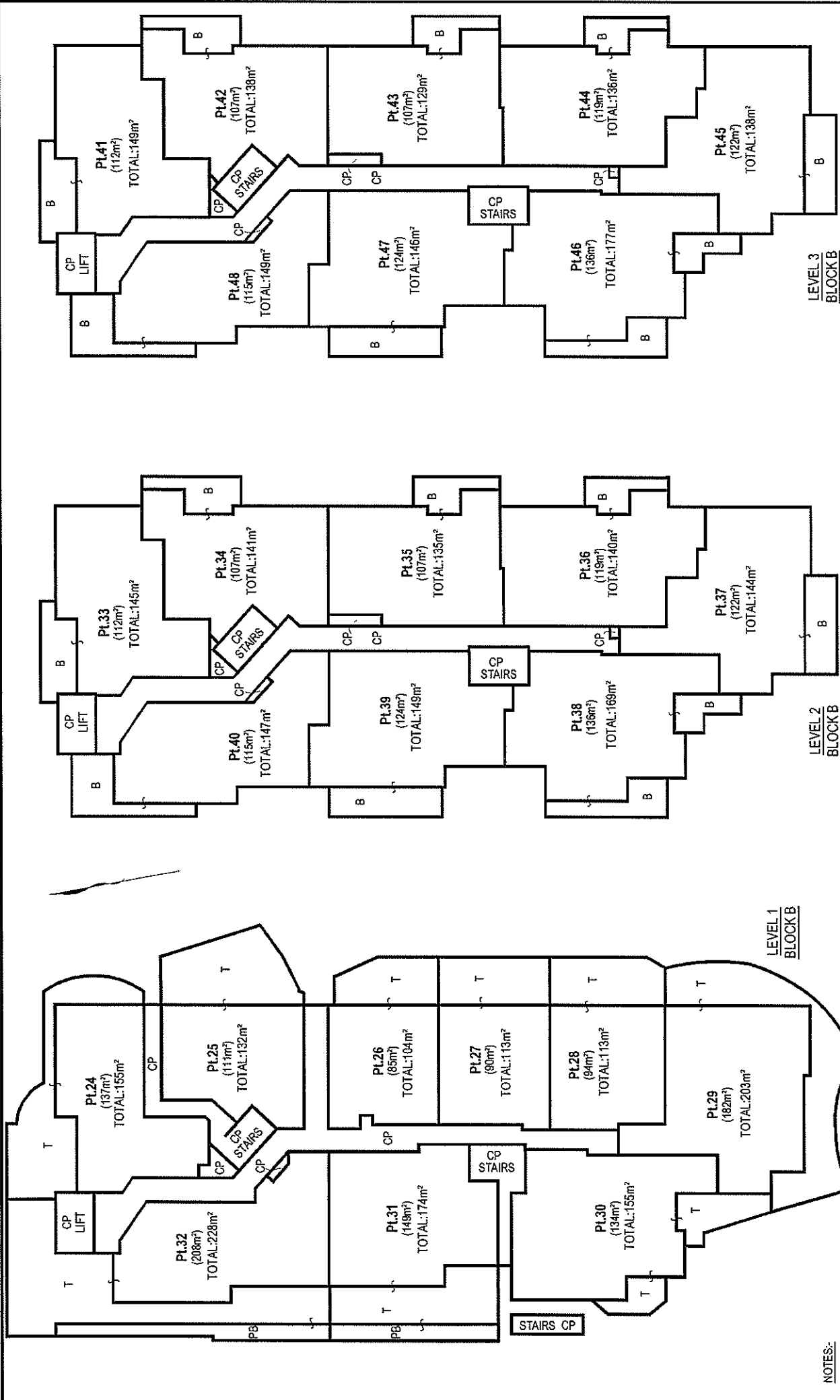
LEVEL 1  
BLOCK A

NOTES:-

1. THE UPPER LIMIT OF THE STRATUM OF EACH TERRACE AND BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

T denotes TERRACE  
B denotes BALCONY  
CP denotes COMMON PROPERTY

Surveyor: VICTORIA TESTER Surveyor's Ref: 3238 Subdivision No: 14758 Lengths are in metres. Reduction Ratio 1:300	Registered 27.4.2018	SP97361
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NOTES:-

1. THE UPPER LIMIT OF THE STRATUM OF EACH TERRACE, PLANTER BOX AND BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT

2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B denotes BALCONY

T denotes TERRACE

PB denotes PLANTER BOX

CP denotes COMMON PROPERTY

Surveyor: VICTORIA TESTER

Surveyor's Ref: 3238

Subdivision No: 14758

Lengths are in metres. Reduction Ratio 1:250

Registered

27.4.2018

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1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- B denotes BALCONY  
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CP denotes COMMON PROPERTY

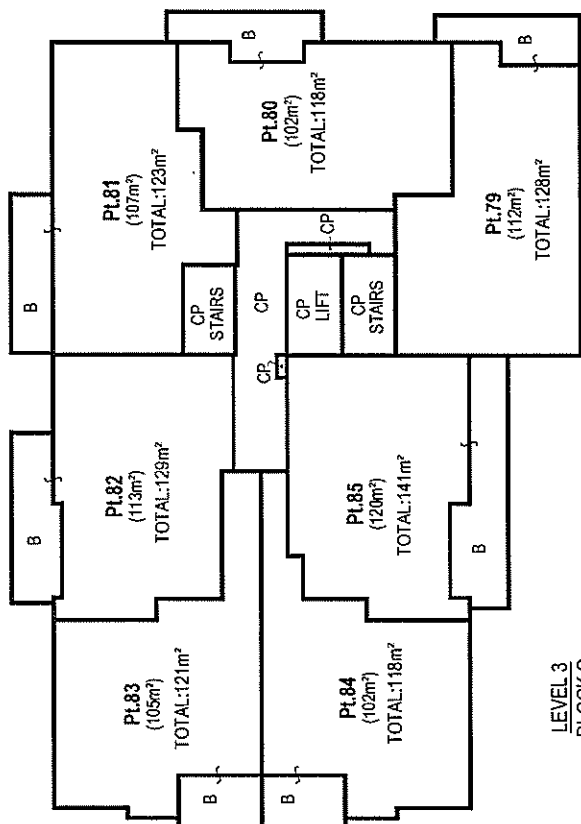
27.4.2018

Lengths are in metres. Reduction Ratio 1:250

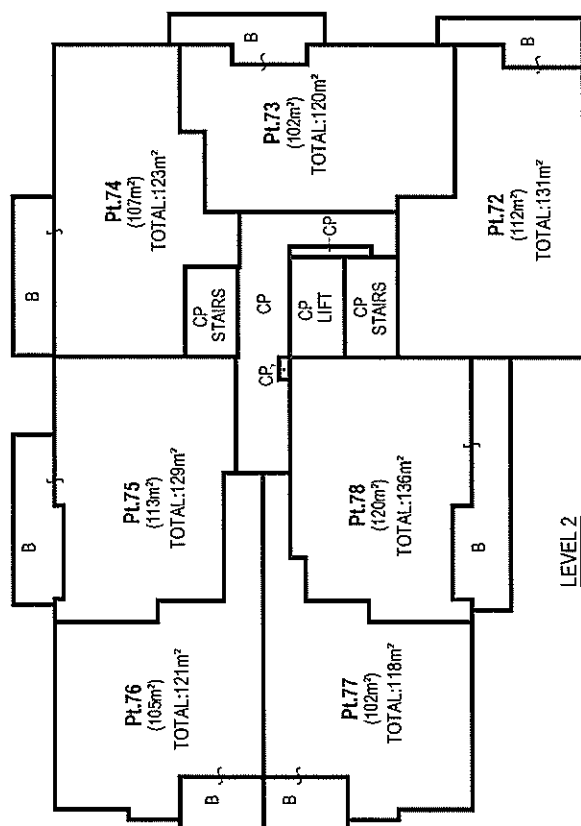
SP97361

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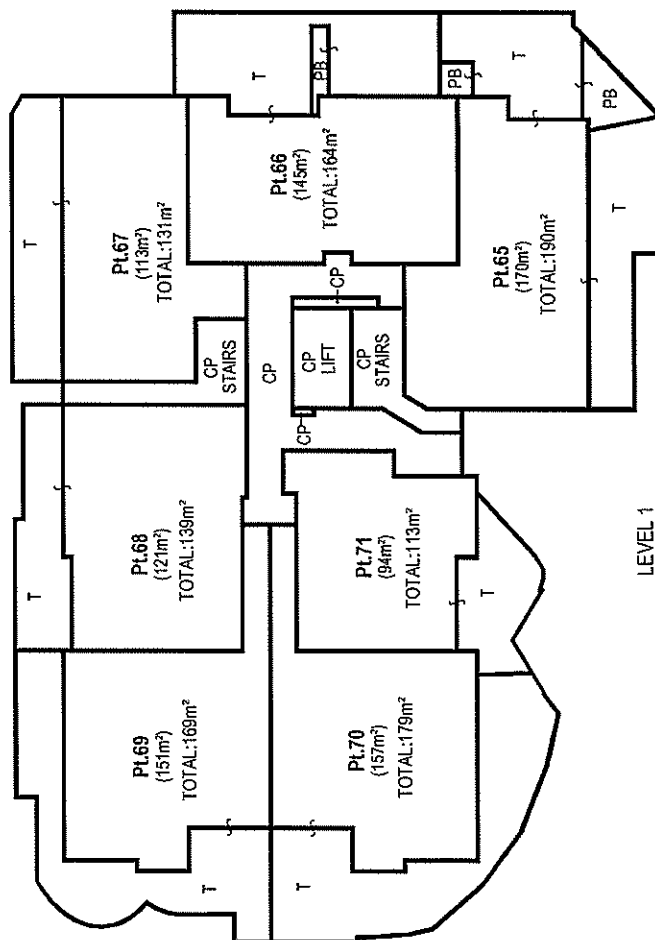




LEVEL 3  
BLOCK C



LEVEL 2  
BLOCK C



**LEVEL 1**  
**BLOCK C**

**NOTES:-**

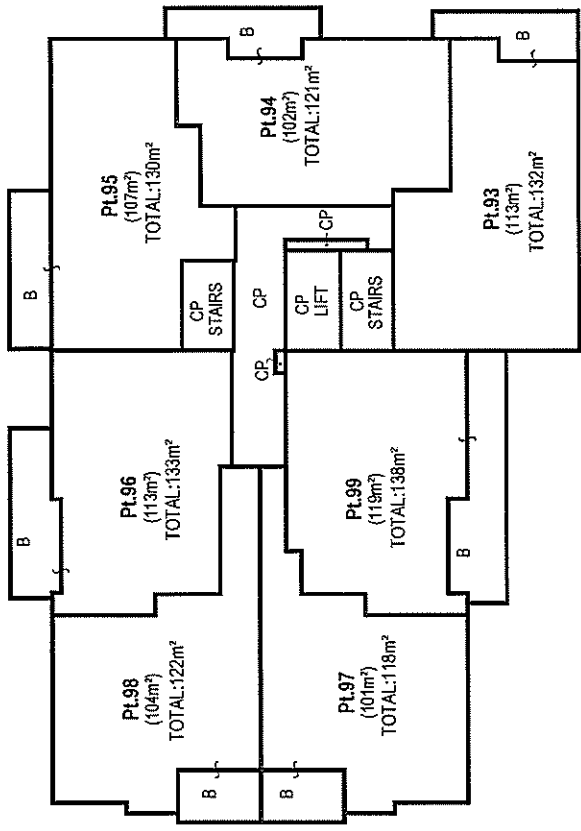
1. THE UPPER LIMIT OF THE STRATUM OF EACH TERRACE, PLANTER BOX AND BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- T denotes TERRACE  
B denotes BALCONY  
PB denotes PLANTER BOX  
CP denotes COMMON PROPERTY

T denotes TERRACE  
B denotes BALCONY  
PB denotes PLANTER  
CP denotes COMMON

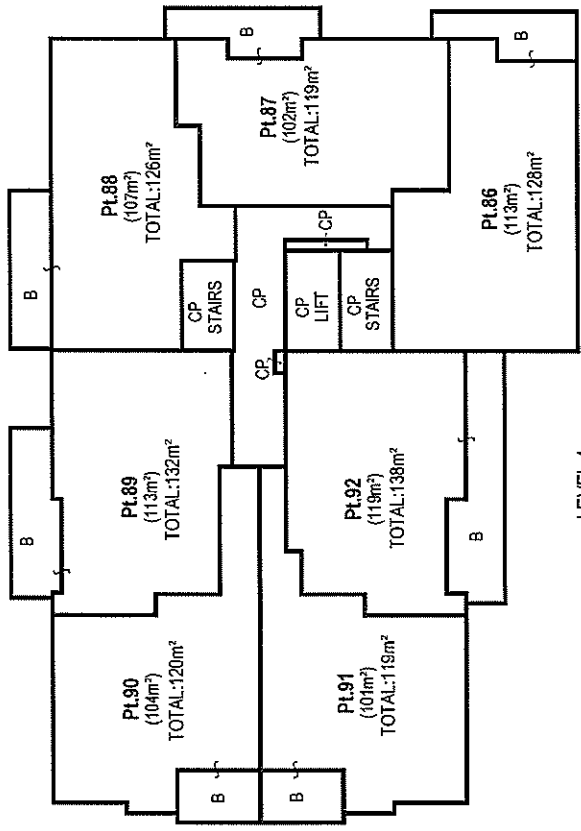
Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:250

Registered  
27.4.2018

SP97361

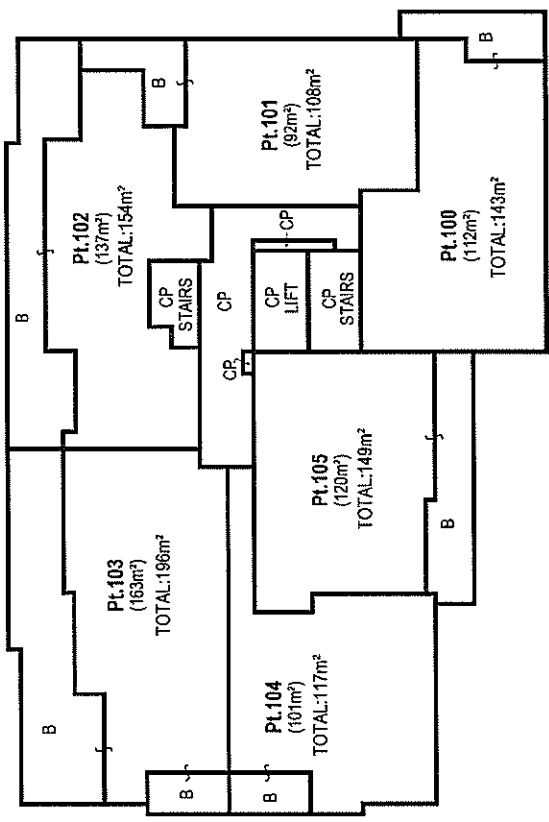


LEVEL 5  
BLOCK C



LEVEL 4  
BLOCK C

LEVEL 6  
BLOCK C



NOTES:-

1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- B denotes BALCONY  
CP denotes COMMON PROPERTY

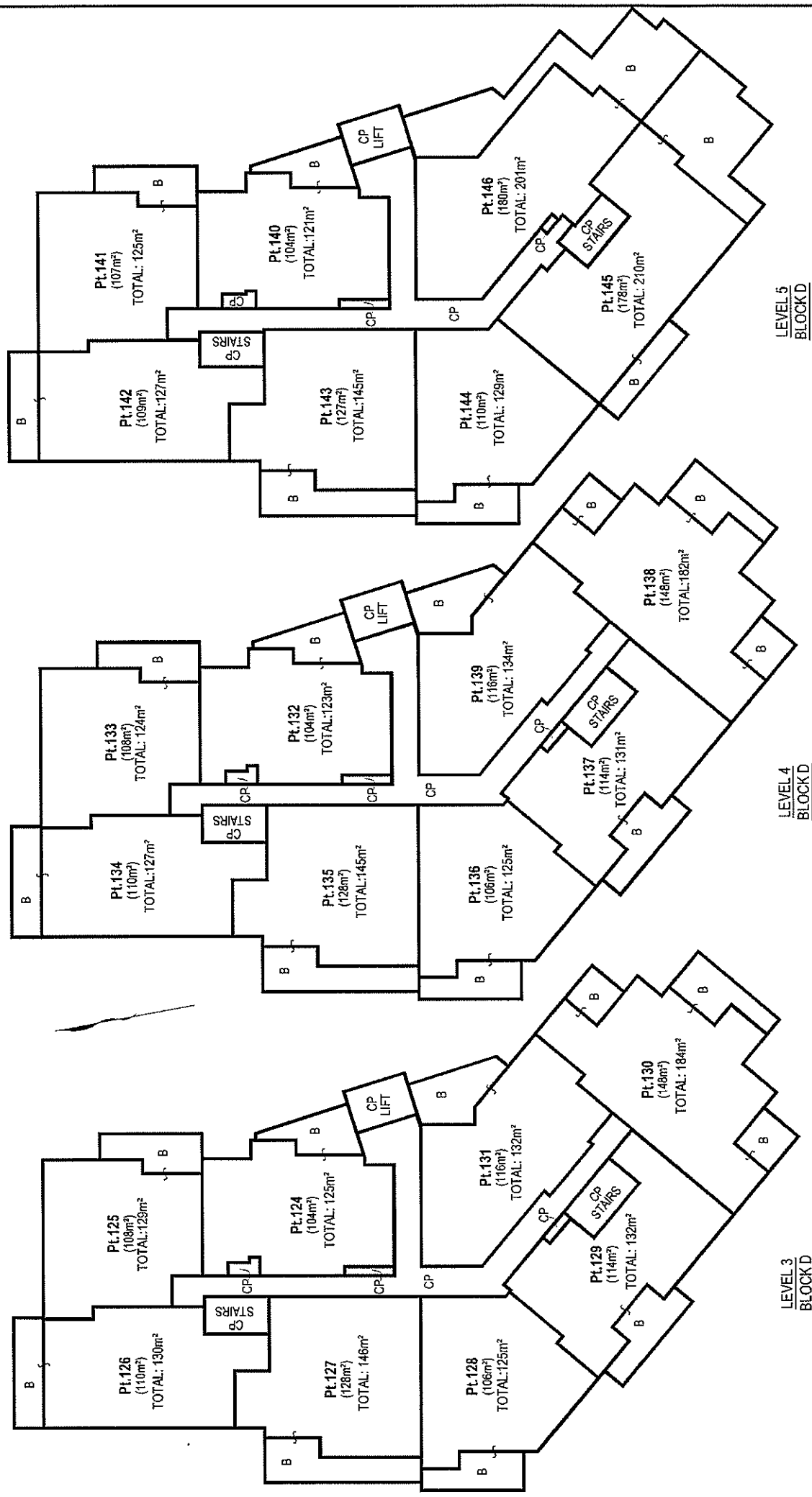
Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
Lengths are in metres. Reduction Ratio 1:250

Registered

27.4.2018


SP97361




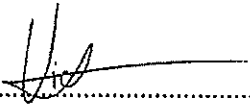
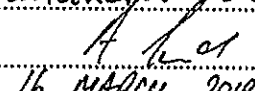



- NOTES:-
1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR WHERE NOT COVERED WITHIN THIS LIMIT
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  3. ALL PERGOLAS CONTAINED WITHIN LOTS ARE COMMON PROPERTY
  4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- B denotes BALCONY  
CP denotes COMMON PROPERTY

Surveyor: VICTORIA TESTER  
Surveyor's Ref: 3238  
Subdivision No: 14758  
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Registered  
27.4.2018

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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheets	
Office Use Only		Office Use Only			
Registered:  27.4.2018		SP97361			
PLAN OF SUBDIVISION OF: LOT 11 IN DP 1240043		LGA: CUMBERLAND Locality: TOONGABBIE Parish: PROSPECT County: CUMBERLAND			
This is a freehold Strata Scheme					
Address for Service of Documents  <b>'Portico Plaza'</b> 17-19 Aurelia Street Toongabbie, NSW 2146		The by-laws adopted for the scheme are: * <del>Model by-laws for residential strata schemes together with:</del> 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.			
<b>Surveyor's Certificate</b>  I Victoria Tester of SDG Land Development Solutions 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) <del>land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>		<b>Strata Certificate (Accredited Certifier)</b>  I Andrew Symonds being an Accredited Certifier, accreditation number BPB 1837, certify that in regards to the proposed 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> . <del>*(a) This plan is part of a development scheme.</del> *(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. <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^147 will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>			
Signature:  Date: 08/11/2017 Surveyor ID: 8514 Surveyor's Reference: 3238 ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Certificate Reference: 1475B Relevant Planning Approval No.: 2017/84/1 issued by: CUMBERLAND COUNCIL Signature:  Date: 16 MARCH 2018 ^ Insert lot numbers of proposed utility lots.			
* Strike through if inapplicable					

SP FORM 3.07	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:  27.4.2018		SP97361


### VALUER'S CERTIFICATE


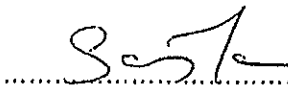
I, Paul Michael Woodbury being a qualified  
 valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements  
 shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes*  
*Development Act 2015*

Signature: PM Woodbury Date 11 January 2018



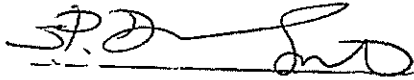
### SCHEDULE OF UNIT ENTITLEMENT

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	69	31	68	61	72
2	74	32	70	62	71
3	73	33	68	63	70
4	41	34	69	64	71
5	69	35	68	65	68
6	62	36	69	66	68
7	73	37	69	67	68
8	42	38	71	68	68
9	70	39	65	69	69
10	63	40	68	70	69
11	73	41	69	71	53
12	73	42	70	72	68
13	62	43	69	73	69
14	69	44	70	74	68
15	69	45	70	75	68
16	69	46	72	76	69
17	65	47	66	77	69
18	70	48	69	78	69
19	67	49	70	79	68
20	72	50	70	80	69
21	66	51	70	81	68
22	71	52	71	82	68
23	68	53	71	83	69
24	67	54	72	84	69
25	60	55	69	85	69
26	51	56	70	86	69
27	51	57	71	87	70
28	56	58	71	88	69
29	70	59	71	89	70
30	70	60	72	90	70


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 5 sheet(s)																																																																																																																											
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Registered:  27.4.2018</p> </div> <div style="width: 50%; text-align: center;"> <h1 style="margin: 0;">SP97361</h1> </div> </div>		<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div>																																																																																																																											
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li> <li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li> </ul>																																																																																																																													
<b>SCHEDULE OF UNIT ENTITLEMENT CONTINUED</b>																																																																																																																													
<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Lot No.</th><th>Unit Entitlement</th><th>Lot No.</th><th>Unit Entitlement</th><th>Lot No.</th><th>Unit Entitlement</th></tr> </thead> <tbody> <tr><td>91</td><td>70</td><td>110</td><td>73</td><td>129</td><td>69</td></tr> <tr><td>92</td><td>68</td><td>111</td><td>66</td><td>130</td><td>74</td></tr> <tr><td>93</td><td>69</td><td>112</td><td>67</td><td>131</td><td>64</td></tr> <tr><td>94</td><td>69</td><td>113</td><td>68</td><td>132</td><td>69</td></tr> <tr><td>95</td><td>69</td><td>114</td><td>76</td><td>133</td><td>68</td></tr> <tr><td>96</td><td>70</td><td>115</td><td>66</td><td>134</td><td>69</td></tr> <tr><td>97</td><td>70</td><td>116</td><td>69</td><td>135</td><td>71</td></tr> <tr><td>98</td><td>70</td><td>117</td><td>66</td><td>136</td><td>68</td></tr> <tr><td>99</td><td>70</td><td>118</td><td>67</td><td>137</td><td>70</td></tr> <tr><td>100</td><td>72</td><td>119</td><td>69</td><td>138</td><td>75</td></tr> <tr><td>101</td><td>68</td><td>120</td><td>68</td><td>139</td><td>65</td></tr> <tr><td>102</td><td>76</td><td>121</td><td>70</td><td>140</td><td>71</td></tr> <tr><td>103</td><td>79</td><td>122</td><td>81</td><td>141</td><td>69</td></tr> <tr><td>104</td><td>71</td><td>123</td><td>63</td><td>142</td><td>70</td></tr> <tr><td>105</td><td>72</td><td>124</td><td>68</td><td>143</td><td>72</td></tr> <tr><td>106</td><td>67</td><td>125</td><td>67</td><td>144</td><td>69</td></tr> <tr><td>107</td><td>70</td><td>126</td><td>68</td><td>145</td><td>80</td></tr> <tr><td>108</td><td>71</td><td>127</td><td>70</td><td>146</td><td>80</td></tr> <tr><td>109</td><td>49</td><td>128</td><td>67</td><td>TOTAL</td><td>10000</td></tr> </tbody> </table>						Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	91	70	110	73	129	69	92	68	111	66	130	74	93	69	112	67	131	64	94	69	113	68	132	69	95	69	114	76	133	68	96	70	115	66	134	69	97	70	116	69	135	71	98	70	117	66	136	68	99	70	118	67	137	70	100	72	119	69	138	75	101	68	120	68	139	65	102	76	121	70	140	71	103	79	122	81	141	69	104	71	123	63	142	70	105	72	124	68	143	72	106	67	125	67	144	69	107	70	126	68	145	80	108	71	127	70	146	80	109	49	128	67	TOTAL	10000
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SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 5 sheets
Office Use Only		Office Use Only
Registered:  27.4.2018	<b>SP97361</b>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<div><div>EXECUTED by Buildwell Australia Pty Ltd ACN 140 674 719 in accordance with s127 of the Corporations Act 2001</div><div>) ) ) ) )</div><div> ..... <b>Sanjeev Kumar</b> Sole Director/Secretary</div></div>		
Surveyor's Reference: 3238		



SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 5 sheets
Office Use Only		Office Use Only
Registered:  27.4.2018	<b>SP97361</b>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p><u>Consent of Mortgagee</u> – Global Pacific Opportunity VIII Limited</p> <p>Signed by Stuart Peter Dixon Smith as attorney for Global Pacific Opportunity VIII Limited (ARBN 621 861 621) under power of attorney registered book 4739 number 359 in the presence of:</p> <p> Signature of witness</p> <p>Michelle Wang Name of witness</p> <p>1 Farrer Place, Sydney NSW 2000 Address of witness</p> <p> By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney.</p>		
Surveyor's Reference: 3238		



Approved Form 9	<b>Strata Management Statement</b>	Sheet 1 of 70 sheet(s)
Office Use Only		Office Use Only
Registered:  27.4.2018		<b>SP97361</b>

## Strata Management Statement

### PORTICO PLAZA

**17-19 Aurelia Street, Toongabbie, NSW 2146**

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

- (a) the owners corporation of a strata scheme for part of the building, or
- (b) an owner, mortgagee in possession or lessee of a lot in a strata scheme for part of the building, or
- (c) another person in whom is vested the fee simple of a part of the building or site affected by the statement, or
- (d) the mortgagee in possession or lessee of a part of the building or site referred to in (c).


*(See section 105 Strata Schemes Development Act 2015)*

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

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Phillippa Russell Lawyer  
 Suite 505, 350 George Street, Sydney NSW 2000  
 E-mail: [phillippa@phillipparussell.com.au](mailto:phillippa@phillipparussell.com.au)  
 Telephone: (02) 9221 4110 Facsimile: (02) 9221 5117

© Phillippa Russell Lawyer

Approved Form 9	<b>Strata Management Statement</b>	Sheet 2 of 70 sheet(s)
Office Use Only		Office Use Only
Registered:  27.4.2018		<b>SP97361</b>

**PARTICULARS**

1 **Complex:** Portico Plaza, 17-19 Aurelia Street, Toongabbie, NSW 2146

2 **Components:**


Building	Building or Stratum Lot Type	Building Composition	Folio Identifier
Residential Building	Strata Building	Residential apartments and associated car parking	11/1240043
Retail Building	Stratum Building	Retail shops and associated car parking	2/1126420

3 **Original Proprietor:**

4 **Registered Stratum Plans:** Buildwell Australia Pty Limited ACN 140 674 719


5 **Strata Plan:** DP1126420 and DP1240043

5 **Strata Plan:** SP92126


Approved Form 9	<b>Strata Management Statement</b>	Sheet 3 of 70 sheet(s)
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## SECTION ONE – INTRODUCTION

### 1. OVERVIEW

#### 1.1 Legislation

This Statement:

- (a) governs the arrangements between each of the Buildings in the Complex;
- (b) has been entered into pursuant Part 6 Division 1 of the *Strata Schemes Development Act 2015* (NSW); and
- (c) was registered with the Strata Plan referred to in the Particulars.

#### 1.2 The Complex

- (a) The Complex to which this Statement relates comprises the several separate Buildings described in the Particulars.
- (b) Each Building Owner is a Member of the Building Management Committee.
- (c) Where a Building is a Strata Building, the Member is the Owners Corporation constituted on registration of the Strata Plan for that Building.
- (d) Where a Building is a Stratum Building, the Member is the registered proprietor of the relevant Stratum Lot.

### 2. EFFECT OF THIS STATEMENT

#### 2.1 Effect


- (a) This Statement regulates the management and operation of the Complex through the Rules contained in this Statement and by identifying and regulating the activities of the Building Management Committee.
- (b) This Statement has effect as an agreement under seal binding the Parties described on sheet 1 of this Statement.

### 3. GENERAL OBLIGATIONS OF THE MEMBERS AND PARTIES BOUND BY THIS STATEMENT

#### 3.1 General obligations of the Members

Each Member must:

- (a) ensure the Building Management Committee remains properly constituted in accordance with this Statement and the Legislation;
- (b) promptly comply with its obligations in this Statement as a Member;
- (c) ensure the Building Management Committee effects and maintains the Insurances;
- (d) ensure the Building Management Committee convenes an annual general meeting at least once a Year;
- (e) ensure the Building Management Committee has in place an insurance policy regarding the Repair of the Shared Facilities;
- (f) cause or permit the implementation of decisions of the Building Management Committee; and

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(g) cause the Building Management Committee to carry out its Functions under this Statement.

### 3.2 General obligations of the Parties

(a) Each Party must:

- (i) promptly comply with its obligations under this Statement;
- (ii) promptly comply with the directions of the Building Management Committee;
- (iii) not hinder the implementation of decisions of the Building Management Committee;
- (iv) in an emergency, give access to each other Party over all Fire Exit Areas which are located in its Building;
- (v) permit the Shared Facilities which are located in its Building to remain on site and not be removed except at the direction of the Building Management Committee;
- (vi) permit unrestricted access to the Shared Facilities which are located in its Building by:
  - (A) the Building Management Committee;
  - (B) the Strata Manager;
  - (C) the Facilities Manager;
  - (D) any party to whom the Building Management Committee may have contracted to Repair the Shared Facilities; and
  - (E) any other person authorised by this Statement or who shares in the cost of the relevant Shared Facility;
- (vii) not damage any Shared Facility and if damage is caused by it immediately make good that damage; and
- (viii) take all reasonable actions to ensure its visitors do not do anything to breach the provisions of this Statement and leave the Complex if they are in breach.


(b) Each Party who is a Strata Lot Owner must make a copy of this Statement available to any Occupier of their Lot and make it a provision of any lease, licence or other agreement with that Occupier that it comply with its obligations in this Statement.

(c) Where a Resolution of the Building Management is required to amend this Statement to change the Shared Facilities or Shared Costs in the manner contemplated by clause 11, each Member agrees it will attend the relevant meeting of the Building Management Committee and vote in favour of the relevant motion or motions at that meeting.

(d) The Owners Corporation for the Residential Building agrees:

- (i) it will pass the necessary resolutions:
  - (A) consenting to or enabling the activities contemplated by Section 9 (including without limitation any Subdivision and Development Works contemplated by that Section); and



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- (B) if required by the Retail Building Owner, waiving the requirement under the Development Act to register any additional Strata Management Statement in connection with the Subdivision of the Retail Building;
- (ii) it will pass the necessary Resolutions consenting to, enabling or implementing Resolutions of the Building Management Committee;
- (iii) it will execute any Document required by the Retail Building Owner;
  - (A) contemplated by any resolution in clause 3.2(d)(i);
  - (B) to enable the Retail Building Owner to carry out Subdivision and Development Works; and
  - (C) waiving the requirement under the Development Act to register any additional Strata Management Statement in connection with Subdivision of the Retail Building.
- (e) Each Strata Lot Owner agrees it will vote in favour of any motion at a meeting of the Owners Corporation for the Residential Building.
- (f) A Party who breaches its obligations in this clause agrees to indemnify the Retail Building Owner and keep the Retail Building Owner indemnified from all costs, losses, expenses and charges incurred by the Retail Building Owner arising out of breach of this clause by that Party.

### 3.3 By-laws

Each Member who is an Owners Corporation must ensure the by-laws for its Strata Scheme are not inconsistent with this Statement. If there is inconsistency, then no later than 21 Business Days after a request from the Building Management Committee, the Owners Corporation must amend its by-laws to rectify the inconsistency.

### 3.4 Enforcement of By-laws

Each Owners Corporation, at the request of the Building Management Committee from time to time, must enforce against the Strata Lot Owners and Strata Lot Occupiers in its Strata Building, the by-laws for that Strata Building.

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## SECTION 2 – BUILDING MANAGEMENT COMMITTEE

### 4. BUILDING MANAGEMENT COMMITTEE

#### 4.1 Establishment

- (a) Registration of this Statement establishes the Building Management Committee.
- (b) The Members must always have a Building Management Committee.

#### 4.2 Composition generally


- (a) The Members of the Building Management Committee are each Building Owner.
- (b) If a Stratum Building is subdivided after registration of this Statement into further Stratum Buildings, then the Members of the Building Management Committee with respect to that Stratum Building are the Owners of each of the new Stratum Building created by the Subdivision.
- (c) If a Stratum Lot is subdivided after registration of this Statement by a Strata Plan, then the Member of the Building Management Committee with respect to that Stratum Lot is the Owners Corporation constituted by registration of that Strata Plan.

#### 4.3 Representatives

- (a) Each Member:
  - (i) must appoint a Representative to represent it on the Building Management Committee; and
  - (ii) must promptly give to the Building Management Committee notice of the name, address and telephone number of its Representative and its Substitute Representative.
- (b) Anything done by a Representative or Substitute Representative of a Member appointed to the Building Management Committee has the same effect as if done by the Member.
- (c) Each Member:
  - (i) may appoint a Substitute Representative to attend a particular meeting or meetings which it is unable to attend;
  - (ii) may change its Representative at any time;
  - (iii) may change its Substitute Representative at any time; and
  - (iv) who is an Owners Corporation agrees it will give all necessary directions to its Representative and any Substitute Representative to enable that party to vote at meetings of the Building Management Committee.
- (d) Each Representative of an Owners Corporation must give the Strata Committee of that Owners Corporation prior written notice of any meeting of the Building Management Committee where the Representative or Substitute Representative will be voting on matters or motions at that meeting on behalf of the Owners Corporation. The notice must include information on the matters the subject of the meeting.

#### 4.4 Functions


The Functions of the Building Management Committee are to:

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- (a) make decisions about matters delegated to the Building Management Committee under this Statement;
  - (b) make decisions about:
    - (i) keeping the Fire Exit Areas clean, safe and in a good state of repair and condition; and
    - (ii) keeping the doors to the Fire Exit Areas operational;
  - (c) make decisions about the operation and Repair of Shared Facilities;
  - (d) change, add to or extend the Shared Facilities;
  - (e) change, add to or adjust the Shared Costs (except those relating to Insurances which are governed by the Legislation);
  - (f) make decisions concerning the Shared Costs including:
    - (i) the manner in which they are paid;
    - (ii) the manner in which they are collected; and
    - (iii) the manner in which contributions to the Shared Costs are banked and the manner in which, and by whom, cheques are drawn;
  - (g) convene and hold meetings;
  - (h) determine and levy contributions to the Administrative Fund and the Sinking Fund and make payments from those funds;
  - (i) effect the Insurances;
  - (j) make decisions about the engagement of contractors and agents to clean, operate and Repair the Shared Facilities;
  - (k) make decisions regarding:
    - (i) the appointment of a Strata Manager;
    - (ii) the terms of his engagement; and
    - (iii) any other matter in connection with the Strata Manager and his appointment;
  - (l) make decisions regarding:
    - (i) the appointment of a Facilities Manager;
    - (ii) the terms of his engagement; and
    - (iii) any other matter in connection with the Facilities Manager and his appointment;
  - (m) supervise any contractor or agent contracted to or engaged by the Building Management Committee;
  - (n) make Rules; and
  - (o) comply with this Statement and all relevant Laws.

#### 4.5 Officers of the Building Management Committee

- (a) The Building Management Committee:
    - (i) must appoint a Chairperson for each meeting;
    - (ii) must appoint a Secretary;
    - (iii) must appoint a Treasurer;
-

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- (iv) may appoint any other Officer considered necessary by the Building Management Committee; and
- (v) must state the duties of an Officer on appointment if the Building Management Committee requires the Officer to perform the Officer's duties under its directions.
- (b) To be eligible for appointment, an Officer must be a Representative, a Substitute Representative or the Strata Manager.
- (c) The Building Management Committee may:
  - (i) terminate the appointment of an Officer at any time at a meeting by Resolution;
  - (ii) appoint a new Officer at any time; and
  - (iii) appoint the same person to hold one or more of the positions referred to in clause 4.5(a).
- (d) An Officer ceases to be an Officer in the following circumstances:
  - (i) they cease to be a Representative, Substitute Representative or the Strata Manager;
  - (ii) they are dismissed by the Building Management Committee;
  - (iii) the Building Management Committee appoints a replacement Officer to fill their position; and
  - (iv) the Officer resigns in writing from their position.

#### 4.6 Secretary

The Functions of the Secretary are to:

- (a) perform the administrative, bookkeeping and secretarial Functions of the Building Management Committee;
- (b) convene meetings;
- (c) prepare and distribute notices and minutes of meetings; and
- (d) keep the books and records.

#### 4.7 Treasurer

The Functions of the Treasurer are to:


- (a) prepare budgets;
- (b) prepare financial statements;
- (c) send out notices for, collect and bank contributions to the Administrative Fund and the Sinking Fund;
- (d) pay accounts; and
- (e) keep the accounting records of the Building Management Committee.

#### 4.8 Chairperson

- (a) The Functions of the Chairperson are to preside at those meetings of the Building Management Committee which he attends.
- (b) If the Chairperson does not attend a meeting, the Representatives or Substitute Representatives present at that meeting may appoint another Representative or Substitute Representative to chair that meeting.

#### 4.9 Power to contract

In the exercise of its Functions, the Building Management Committee may:

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- (a) enter into contracts with consultants, experts and other such parties;
- (b) enter into contracts with third party service providers;
- (c) engage consultants, experts and other such parties; and
- (d) appoint any party its agent to enter into contracts or other arrangements on behalf of the Building Management Committee.

#### 4.10 Strata Manager and Facilities Manager

The Building Management Committee:

- (a) must appoint a Strata Manager; and
- (b) must appoint a Facilities Manager.

### 5. MEETINGS AND PROCEDURES FOR MEETINGS

#### 5.1 Meetings

The Building Management Committee must hold a meeting if:

- (a) requested by notice in writing by a Member to convene the meeting;
- (b) the Building Management Committee resolves to hold the meeting;
- (c) the Strata Manager calls the meeting (if the Strata Manager has been delegated that Function);
- (d) no other meeting has been held in the preceding 6 month period; or
- (e) the Building Management Committee is otherwise required to do so under this Statement or by Law.

#### 5.2 Request for meeting

- (a) A request for a meeting must state the issue or proposal for the meeting.
- (b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

#### 5.3 Convening meetings

A meeting may be convened by:


- (a) the Secretary;
- (b) another Officer if the Secretary is absent or unable to convene the meeting; or
- (c) the Strata Manager (if the Strata Manager has been delegated that Function).

#### 5.4 Notice of meetings

- (a) Normally at least 5 Business Days notice of a meeting must be given to each Member.
- (b) In the case of an emergency, shorter notice may be given.
- (c) A meeting must be called within 8 Business Days of receiving a written notice from a Member calling for a meeting.

#### 5.5 Service of notices for meetings

- (a) Notices of a meeting may be sent:
  - (i) by hand;
  - (ii) by facsimile transmission;

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- (iii) by email if a Member has consented to receiving notices by email; or
- (iv) by post.
- (b) A notice is deemed to be given:
  - (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile transmission, at the time recorded on the transmission report;
  - (iii) if sent by email, at the time recorded as being sent; and
  - (iv) if sent by post, at the time that the recipient or its agent acknowledges receipt.
- (c) Clause 5.5(b)(ii) does not apply if:
  - (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
  - (ii) the transmission report of the sender indicates a faulty or incomplete transmission.
- (d) Notices must be addressed to the Representative of a Member as notified under clause 4.3.

#### 5.6 Quorum

- (a) A quorum must be present at a meeting of the Building Management Committee before the Building Management Committee may vote on any motion.
- (b) A quorum for a meeting is the Representative (or proxy) or Substitute Representative (or proxy) of each Member.
- (c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned for 2 Business Days.
- (d) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (e) The quorum for the adjourned meeting is that number of Representatives or Substitute Representatives (or proxies) present at the time appointed for the adjourned meeting.
- (f) At an adjourned meeting, one Representative or Substitute Representative constitutes a quorum.

#### 5.7 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

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#### 5.8 Voting

- (a) Subject to the provisions of this Statement, each Member through its Representative or Substitute Representative is entitled to vote at each meeting of the Building Management Committee.
- (b) Subject to the provisions of this Statement, the Member for each Building in the left hand column of the following table has the number of votes on motions at meetings of the Building Management Committee set out in the right hand column of the table.

Building	Number of votes
Residential Building	20
Retail Building	20

#### 5.9 Restrictions on voting

- (a) A Defaulting Member is not entitled to vote at meetings of the Building Management Committee.
- (b) The Representative who is the Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (c) A Member may vote on a motion regarding a Shared Facility only if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

#### 5.10 Voting arrangements when a Subdivision occurs

If after registration of this Statement a Stratum Building is subdivided into further Stratum Buildings, then:


- (a) the provisions of clause 4.2(b) and clause 22.2 apply as regards membership; and
- (b) regardless of anything to the contrary in this Statement, the New Members of the Building Management Committee created by the Subdivision have the same number of votes between them on motions before the Building Management Committee as the original Member prior to the Subdivision (in other words, the Subdivision of a Stratum Lot into further Stratum Lots does not create further voting rights in favour of that subdivided Stratum Lot).

#### 5.11 Decisions

Decisions of the Building Management Committee may only be made at a properly convened meeting of the Building Management Committee by a Resolution.

#### 5.12 When a Resolution cannot be reached

- (a) If a Resolution is not reached on a motion at a meeting of the Building Management Committee, then the motion must be deferred to a second meeting which the Members must ensure is called no later than one week after the first meeting.
- (b) A Deadlock on the motion occurs if a Resolution is not reached on that motion at the second meeting.
- (c) Where a Deadlock occurs, a Dispute is deemed to have arisen between the Members to be determined in accordance with the Dispute Clause. A Member may serve a notice under the Dispute Clause at any time after a Dispute is deemed to have arisen and before the Dispute is settled.

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### 5.13 Instructions by a Member

A Representative or a Substitute Representative must vote at a meeting according to the instructions given by the Member who appointed the Representative or Substitute Representative.

### 5.14 Attendance at a meeting

Building Owners who are not a Representative or a Substitute Representative may attend any meeting of the Building Management Committee. A Building Owner who attends a meeting may only address the meeting with the consent of the Building Management Committee.

### 5.15 Meetings held in writing

The Building Management Committee may hold a meeting in writing and Representatives and Substitute Representatives may vote in writing if:

- (a) notice of the meeting is served according to this Statement;
- (b) the notice is accompanied by a voting paper; and
- (c) the required number of Members approve the motions in the agenda, complete their voting paper and return it to the person who convened the meeting before the meeting is due to commence.

### 5.16 Voting by proxy


- (a) Subject to the provisions of this clause, Members, Representatives and Substitute Representatives may appoint a proxy to vote at any meeting.
- (b) A Representative and Substitute Representative may only appoint a proxy if the Member who appointed them has authorised them to appoint that proxy.
- (c) The Building Management Committee may from time to time prescribe the proxy form.
- (d) The proxy form must be executed by the Representative or Substitute Representative appointing the proxy and the proxy form and must be delivered to the Strata Manager prior to the commencement of the first meeting at which the proxy may vote.
- (e) Members created on the Subdivision of a Stratum Lot may jointly appoint a proxy to exercise the vote for all of those Members (see clause 4.2(b) and clause 5.10(b)).
- (f) A proxy must be a natural person.
- (g) A proxy cannot vote on any motion if the Representative or Substitute Representative appointing the proxy votes on that motion.

## 6. BOOKS AND RECORDS

### 6.1 Obligations of the Building Management Committee in connection with books and records

- (a) The Building Management Committee:
  - (i) must keep records and books of account of all the amounts payable and payments made under this Statement;
  - (ii) must enter all matters and transactions usually entered in books of account kept by property managers; and
  - (iii) must keep copies of notices given or received, agendas, motions and minutes.
- (b) The Building Management Committee must keep records and information regarding all matters in connection with the Shared Facilities including, without limitation, copies of all maintenance agreements relating to the Shared Facilities.



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## 6.2 Obligations of the Building Management Committee in connection with the Members' Roll


- (a) The Building Management Committee must prepare and maintain a Members' Roll.
- (b) The Members' Roll must contain entries for each Member, including:
  - (i) the Member's name;
  - (ii) the name of the Member's Representative and contact details of that Representative for service of notices, including an Australian postal address and facsimile address; and
  - (iii) the name of the Member's Substitute Representative and contact details of that Substitute Representative for service of notices, including an Australian postal address and facsimile address.

## 6.3 Inspection

- (a) The Building Management Committee must make the records and books of the Building Management Committee available for inspection during normal business hours on application by:
  - (i) a Member;
  - (ii) the Owner of a Lot; or
  - (iii) any party authorised in writing by any of the other parties referred to in this clause 6.3(a).
- (b) The Building Management Committee may charge an inspection fee which it may require to be paid prior to complying with its obligations in this clause 6.3.
- (c) The procedures for inspecting the records and books of the Building Management Committee are:
  - (i) the applicant must make an application in writing to the Strata Manager;
  - (ii) the applicant must pay the Building Management Committee an inspection fee of an amount prescribed by the Management Act or as determined by the Building Management Committee; and
  - (iii) the Secretary or Strata Manager must make the records and books of the Building Management Committee available to the applicant within 5 Business Days after the written application for it has been made.

## 6.4 Levy Certificate

- (a) A Levy Certificate is a certificate from the Building Management Committee containing the following information:
  - (i) the amount of any regular periodic contribution determined by the Building Management Committee to the Administrative Fund and the Sinking Fund, the periods for which those contributions are payable and any discounts applicable for early payment;
  - (ii) whether any contribution in respect of the Lot the subject of the application is unpaid, and if so, the amount unpaid and the date it was levied;
  - (iii) whether there is any amount recoverable from the Owner of the Lot the subject of the application for work carried out by the Building Management Committee;
  - (iv) any amount and rate of interest payable in relation to any unpaid contribution; or
  - (v) such other information as determined by the Building Management Committee.
- (b) The certificate must be in the form prescribed by the Management Act: if there is no prescribed form the certificate must be in such form as prescribed by the Building Management Committee from time to time.

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- (c) The Building Management Committee must provide a Levy Certificate on application by:
- (i) a Member;
  - (ii) the Owner of a Lot; and
  - (iii) any Party authorised by any of the other parties referred to in this clause 6.4(c).
- (d) The Building Management Committee may charge a fee for issuing a Levy Certificate, which must be paid to the Building Management Committee prior to the issue of the Levy Certificate.
- (e) The procedures to apply for a Levy Certificate are:
- (i) the applicant must make an application in writing to the Strata Manager;
  - (ii) the applicant must pay the Building Management Committee a fee of an amount prescribed by the Management Act or as determined by the Building Management Committee; and
  - (iii) the Secretary or Strata Manager must issue the Levy Certificate to the applicant within 5 Business Days after the written application for it has been made.

## 7. RULES

### 7.1 Power in the Building Management Committee

The Building Management Committee may make Rules in connection with:

- (a) access to and use of the Shared Facilities; and
- (b) matters arising out of this Statement.

### 7.2 Building Management Committee may amend Rules

The Building Management Committee may amend any Rule it has made.

### 7.3 Copy of the Rules and amendments


- (a) The Building Management Committee must promptly send to each Member a copy of any Rule or amended Rule.
- (b) Members who are Owners Corporations must communicate any new Rule and any amendment to any Rule to the Strata Lot Owners in its Strata Building within 14 days of receiving notification of it from the Building Management Committee.
- (c) Strata Lot Owners must communicate any new Rule or any amendment to any Rule to the Strata Lot Occupier of its Lot within 14 days of receiving notification of it from the Building Management Committee.
- (d) Members who are Owners of a Stratum Building must communicate any new Rule and any amendment to any Rule to the Occupiers of its Stratum Building within 14 days of receiving notification of it from the Building Management Committee.

### 7.4 Inconsistency

Any Rule and any amendment to a Rule must not be inconsistent with this Statement.

### 7.5 Parties must comply

Parties are bound by, and must comply with, all Rules and all amendments to Rules made by the Building Management Committee in accordance with this clause.

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## SECTION 3 – MAINTENANCE

### 8. MAINTENANCE, REPAIR AND THE ARCHITECTURAL CODE

#### 8.1 Maintenance of Buildings


- (a) Each Building Owner must:
- (i) properly maintain and keep in a state of good and serviceable repair its Building (including, without limitation, walls, windows, doors, roofs, pathways, entrances and gardens);
  - (ii) ensure the structural integrity of its Building is maintained;
  - (iii) keep the external areas of its Building free from graffiti;
  - (iv) put in place procedures so that each item of equipment in its Building which would have an adverse impact on the proper functioning of a Shared Facility if not properly maintained or Repaired, is regularly inspected, maintained, Repaired and kept in a sound structural, fully operational and working condition; and
  - (v) whenever reasonably necessary, renew or replace any item of equipment which, if not renewed or replaced, would have an adverse impact on the proper functioning of any Shared Facility.
- (b) The obligations of each Building Owner in clause 8.1 are subject to fair wear and tear and damage by fire, explosion, war, water and any other risk covered by Insurances effected by the Building Management Committee.

#### 8.2 Exclusion

Regardless of anything to the contrary in this Statement, clause 8.1 does not oblige a Building Owner to maintain Shared Facilities which are located within its Building and which are the responsibility of the Building Management Committee.

#### 8.3 Failure of a Building Owner to carry out obligations

- (a) If a Building Owner fails to carry out any of its obligations in this Section 3, then the Building Management Committee may in general meeting, by way of a Resolution, determine to carry out that obligation in the manner contemplated by this clause.
- (b) If the Building Management Committee makes a determination contemplated by clause 8.3(a), then the Building Management Committee may enter the relevant Building with or without tools, equipment and contractors and remain there for such period of time as may be reasonable to exercise its rights in this clause.
- (c) In exercising its rights in this clause, the Building Management Committee must:
- (i) ensure all work is done properly;
  - (ii) cause as little interference as practical to the Building Owner and any Building Occupier;
  - (iii) cause as little damage as possible to the Building; and
  - (iv) if damage is caused, restore the Building as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except where urgent work is required, the Building Management Committee must:

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- (i) by written notice to the Building Owner, give the Building Owner a reasonable period of time, having regard to the nature of the obligation, to carry out the obligation which the Building Owner has failed to perform; and
- (ii) give the Building Owner reasonable notice of intention to enter the Building in exercise of its right in this clause.
- (e) The Building Management Committee may recover from the Building Owner as a debt due and owing in any competent court of jurisdiction any monies expended or incurred by the Building Management Committee in exercising its rights in this clause.

#### 8.4 Access rights


In exercising its obligations in clause 8.1, a Building Owner must use its best endeavours to exercise those obligations within the boundaries of its Building. If, having used its best endeavours, the Building Owner requires access over any other Building in the Complex for the purposes of performing its obligations in clause 8.1 that other Building Owner must permit the Building Owner reasonable access over relevant parts of its Building for the purposes of enabling the Building Owner to carry out its functions. The Building Owner must reimburse each other Building Owner over whose Building access is required, the costs, expenses, charges and costs incurred by that Building Owner as a result of the Building Owner exercising its functions in this clause.

#### 8.5 Architectural Code

- (a) By Resolution, the Members may adopt an Architectural Code and make Rules about matters relating to compliance with, and enforcement of, the Architectural Code.
- (b) The Parties must comply with the Architectural Code and any related Rules.

#### 8.6 Defects

- (a) If repair or maintenance work is required to a Shared Facility or part of a Shared Facility or if a Shared Facility or part of a Shared Facility requires replacement and that Shared Facility or the Member in whose Building the Shared Facility is located has the benefit of a warranty (whether implied by legislation, in contract or otherwise), then if requested by the Building Management Committee, that Member must do all that is necessary to have the relevant Shared Facility or part of it Repaired and replaced under the warranty.
- (b) If agreed between the Building Management Committee and the Member, the Member must (if it is possible to do so) assign or novate the benefit of any warranty to the Building Management Committee to enable the Building Management Committee to enforce any warranty.

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## SECTION 4 – SHARED FACILITIES AND SHARED COSTS

### 9. SHARED FACILITIES

#### 9.1 Shared Facilities

- (a) Shared Facilities are facilities and services in the Complex which are located on the Lot of a Member and which are used by:
  - (i) that Member and other Members; or
  - (ii) a Member or Members other than the Member on whose Lot the facilities and services are located.
- (b) Section 16 and Section 17 detail the Shared Facilities and describe the methodology adopted in dividing the costs of the Shared Facilities between the Buildings.

#### 9.2 Responsibility of the Building Management Committee

- (a) Unless the responsibility for a Shared Facility lies with another Party in accordance with the terms of this Statement, the Building Management Committee has the responsibility for the insurance, operation and Repair of the Shared Facility.
- (b) The Building Management Committee, at its discretion, may enter into maintenance agreements with contractors to operate and Repair the Shared Facilities.

#### 9.3 Government Agency compliance

The Building Management Committee must:


- (a) arrange for the inspection of the Shared Facilities if required by any Authority or any Law; and
- (b) obtain any certification of the Shared Facilities required by any Authority or any Law.

#### 9.4 Use of the Shared Facilities

- (a) Unless specified elsewhere in this Statement, the Members entitled to access and use a Shared Facility are the Members who contribute to the costs of the Shared Facility.
- (b) The Occupiers of a Building are entitled to use the Shared Facility (subject to any agreement to the contrary the Building Owner may have with an Occupier and subject to the conditions of this Statement).
- (c) Each Party entitled to have access to and use a Shared Facility:
  - (i) may only use a Shared Facility for its intended purpose;
  - (ii) must notify the Building Management Committee of any damage to or defect in a Shared Facility immediately it becomes aware of any such damage or defect; and
  - (iii) must compensate the Building Management Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

#### 9.5 Changing Shared Facilities and Shared Costs by the Building Management Committee

- (a) The Building Management Committee may by Resolution:
  - (i) vary, modify, add to or adjust the Shared Facilities in Section 18; and
  - (ii) change the costs, add new costs or adjust the proportion of Shared Costs for any Shared Facility or Shared Facilities.

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- (b) If this occurs, the Shared Facilities and the division of costs in Section 18 (as the case may be) are automatically varied at the time the Chairperson signs the minutes which record the Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the Land and Property Information to record the change.

## 9.6 Changing Shared Facilities and Shared Costs

- (a) Members and Parties acknowledge:
- (i) it may be necessary to alter or add to the Shared Facilities or the Shared Costs to more accurately reflect the arrangements in connection with the Shared Facilities and the Shared Costs or as a result of any Development or Subdivision of a Stratum Lot; and
  - (ii) any such changes would require this Statement being amended and an amendment to the Statement registered at Land and Property Information.
- (b) Members and Parties agree not to object to any such change or amendment recommended by the Original Proprietor and will be regarded as having consented to:
- (i) any such change to the Shared Facilities or Shared Costs; and
  - (ii) any amendment to this Statement,
- which may be recommended by the Original Proprietor.
- (c) Subject to clause 9.6(d), Members and Parties whose consent is required agree to execute or provide the requisite written consent to the documents required to enable registration of any amendment contemplated by clauses 9.6(a) and 9.6(b).
- (d) A Party is not obliged to agree to any changes to the Shared Facilities or the division of costs of any Shared Facility if the change would result in that Party not having access to a Shared Facility which it would have had but for the change.

## 10. SHARED COSTS

### 10.1 Obligation on the Building Management Committee

The Building Management Committee must levy contributions on Members to meet the Shared Costs, and Members must pay those contributions, in the proportions and in the manner provided by this Statement and the Legislation.

### 10.2 Proportions of the Shared Costs

The Shared Facilities and the respective proportions of the Shared Costs are detailed in Section 16.


### 10.3 Proportions for the Insurances

The respective proportions for the Insurances are the relative proportion of replacement value as required by Section 162 of the Management Act.

## 11. CHANGING THE SHARED FACILITIES REGISTER

### 11.1 General

- (a) It may be necessary to make changes to the Shared Facilities or the Shared Costs:
- (i) to more accurately and fairly reflect the arrangements for the Shared Facilities; or
  - (ii) as a result of Development, Subdivision or Development Works.
- (b) Changes may be made to the Shared Facilities Register by the Development Proprietor and the Building Management Committee in the manner provided by this Statement.

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## 11.2 Changes in accordance with a review process

Changes may occur to the Shared Facilities Register in accordance with the review process in clause 12.

## 11.3 Changes by the Building Management Committee

- (a) The Building Management Committee may make changes the Shared Facilities Register by Unanimous Resolution: these may include adding to the Shared Facilities, removing a Shared Facility or changing the proportion of Shared Costs for a Shared Facility.
- (b) The Building Management Committee may make changes the Shared Facilities Register recommended by the Development Proprietor pursuant to clause 12.
- (c) As soon as practicable after a meeting agreeing to change the Shared Facilities Register, the Building Management Committee must register the relevant documents at NSW Land Registry Services to record the change.

## 12. REVIEW OF SHARED FACILITIES REGISTER


### 12.1 Information in Shared Facilities Register at the date of registration of Statement

The Parties agree the information in the Shared Facilities Register at the date of registration of this Statement contains:

- (a) an accurate identification of the Shared Facilities and the parts of the building that use them; and
- (b) a fair allocation of the costs of the shared expenses relating to parts of the building at the date of registration of this Statement.


### 12.2 Review of Shared Facilities Register

- (a) So as to ensure the Shared Facilities Register remains accurate and the allocation of costs remains fair, the Building Management Committee must review the Shared Facilities Register in the manner required by this clause.
- (b) The Building Management Committee must review the Shared Facilities Register as soon as practicable (and in any event not later than 28 days) after it becomes aware of any change in the Shared Facilities or a change in the cost allocation (including any change in the use of a Shared Facility) with at least one review occurring every 5 years.
- (c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:
  - (i) the Building Management Committee must appoint a Shared Facilities Consultant to conduct a review of the Shared Facilities Register as a result of the change;
  - (ii) the Building Management Committee must instruct the consultant:
    - (A) to conduct a review based on the assumption that, other than the identified change which has caused the review, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the building that use them with a fair allocation of the costs for those Shared Facilities between those parts of the building; and
    - (B) to complete the review and make the determination within 28 days of the appointment.
- (d) A 5 year review must take place as follows:

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- (i) the Building Management Committee must appoint a Shared Facilities Consultant to conduct a review of the Shared Facilities Register; and
  - (ii) the Building Management Committee must instruct the appointed party to carry out the review and make the determination within 28 days of the appointment..
  - (e) In the absence of manifest error, the Building Management Committee is bound by the determination.
  - (f) For the purposes of this clause, the Shared Facilities Consultant must be a party who is not connected to the Original Proprietor and operates a business that has as its business activity or one of its business activities identifying shared facilities and their cost allocation.
  - (g) If as a result of a review there is a change to the Shared Facilities Register requiring an amendment to this Statement:
    - (i) the Building Management Committee must put in place arrangements to effect the relevant amendment;
    - (ii) each Member and Party must vote in the appropriate manner at the relevant Meeting to enable the Building Management Committee to fulfil its obligations to amend this Statement; and
    - (iii) without limiting the generality of the preceding clause:
      - (A) the Owners Corporation for each Strata Building (in its own capacity and as a Member) must pass the necessary resolutions in general meeting and vote in favour of the necessary resolutions at the relevant Meetings of the Building Management Committee;
      - (B) each Owner of a Strata Lot must vote in favour of the necessary resolutions at the relevant Meetings of its Owners Corporation to enable its Owners Corporation to meet its obligations in this clause; and
      - (C) each Owner of a Stratum Lot (in its own capacity and as a Member) must vote in favour of the necessary resolutions at the relevant Meetings of the Building Management Committee.
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## SECTION 5 – FINANCIAL AFFAIRS

### 13. FINANCIAL AFFAIRS

#### 13.1 Administrative Fund and Sinking Fund

- (a) Within one month after the registration of this Statement, the Building Management Committee must establish an Administrative Fund and a Sinking Fund.
- (b) The Administrative Fund must be used to:
  - (i) pay the day to day expenses of cleaning, operating and maintaining the Shared Facilities;
  - (ii) pay the premium for the Insurances; and
  - (iii) pay any other costs which are not Sinking Fund costs.
- (c) The Building Management Committee must use the Sinking Fund to pay all costs for renewing, upgrading and replacing the Shared Facilities.

#### 13.2 Budget


- (a) The Building Management Committee must determine a budget for each Year.
- (b) Each budget must be based on an estimate of the costs and expenditures to:
  - (i) pay Shared Costs; and
  - (ii) satisfy any obligation of the Building Management Committee under this Statement, the Legislation or any other Law.
- (c) Each budget must contain itemised details of:
  - (i) each Shared Facility for which a Member is responsible to contribute;
  - (ii) each item of Insurance for which a Member is responsible to contribute; and
  - (iii) the amount which each Member must contribute to the Administrative Fund for each Shared Facility;
  - (iv) the amount which each Member must contribute to the Sinking Fund for each Shared Facility; and
  - (v) the amount which each Member must contribute to each item of Insurance.

#### 13.3 Contributions

- (a) The Building Management Committee must determine the amount of the contributions it will need for the Administrative Fund and the Sinking Fund for each Year. The amount of the contributions must be based on the budget for the relevant Year.
- (b) The Building Management Committee must levy Members their contributions to the Administrative Fund and Sinking Fund in accordance with each of their relevant proportions.
- (c) Contributions are due and payable by Members for any period determined by the Building Management Committee, which, in the absence of agreement, must be quarterly.

#### 13.4 Payment by Members

- (a) Each Member must pay each levy contribution within 30 days of the due date for the payment of the levy.

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(b) If a Member fails to do so, it becomes a Defaulting Member.

### 13.5 Interest for late payment and debt recovery fees

- (a) A Defaulting Member must pay interest on each amount not paid within 30 days of the due date, with the interest being calculated from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.
- (c) A Defaulting Member must reimburse the Building Management Committee the costs incurred by it in pursuing the late payment of any amount owing to the Building Management Committee. The costs may include the debt recovery fees charged by a debt collector engaged by the Building Management Committee or the Strata Manager.

### 13.6 Financial statement

As soon as practicable, but no later than 3 months after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds in the Administrative Fund and the Sinking Fund.

### 13.7 Additional amounts payable

If the amounts payable or paid under clause 13.4 are insufficient, the Building Management Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Sinking Fund to enable the Building Management Committee to carry out its obligations under this Statement and the Legislation.

### 13.8 Deposit of moneys


- (a) The Building Management Committee must open accounts for the Administrative Fund and Sinking Fund with its bank, building society or credit union.
- (b) The Building Management Committee must:
  - (i) deposit into the Administrative Fund all amounts and levies received from Members as contributions to the Administrative Fund; and
  - (ii) deposit into the Sinking Fund all amounts and levies received from Members as contributions to the Sinking Fund.
- (c) The Building Management Committee must pay all invoices, statements and accounts of the Building Management Committee out of either the Administrative Fund or the Sinking Fund in the manner required by clauses 13.1(b) and 13.1(c).
- (d) Interest accrued on monies in the Administrative Fund must be credited to Administrative Fund and interest accrued on monies in the Sinking Fund must be credited to Sinking Fund.

### 13.9 Surplus funds

- (a) The Building Management Committee may distribute surplus funds in the proportion in which each Member contributed to the surplus funds.
- (b) The decision to distribute surplus funds must be by way of Resolution.

### 13.10 Dispute

- (a) If there is a Dispute about the payment of an amount, before resolution of the Dispute, each Member must pay the amounts advised.


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- (b) After resolution of the Dispute, the Building Management Committee must make an appropriate adjustment or payment.

**13.11 Financial year end**

The first financial year of the Building Management Committee is the date determined by the Building Management Committee, which must be determined as soon as practicable after establishment of the Building Management Committee.

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## SECTION 6 – SERVICE PROVIDERS

### 14. STRATA MANAGER

#### 14.1 Appointment

- (a) The Building Management Committee has the power to and must:
  - (i) appoint a Strata Manager; and
  - (ii) enter into an agreement with the Strata Manager to assist the Building Management Committee perform its secretarial and administrative Functions.
- (b) The Strata Manager appointed by the Building Management Committee must be a strata managing agent as contemplated by Part 4 of the Management Act and hold a strata managing agent's licence under the *Property, Stock and Business Agents Act 2002 (NSW)*.
- (c) The Building Management Committee must monitor the performance of the Strata Manager.

#### 14.2 Delegation of Functions

- (a) Subject to clause 14.2(b), the Building Management Committee may delegate its Functions and the Functions of its Officers to the Strata Manager.
- (b) The Building Management Committee may not delegate the following Functions to the Strata Manager:
  - (i) Functions which the Building Management Committee may only exercise by Resolution;
  - (ii) the Function to determine and levy contributions on Members; and
  - (iii) any Function which the Building Management Committee decides by Resolution may only be performed by the Building Management Committee.

#### 14.3 Management Fee

If a Strata Manager is appointed, the Members must contribute to the Management Fee in the proportions set out in Section 16.

#### 14.4 Strata Manager as agent


The Building Management Committee may require the Strata Manager to:

- (a) ensure or supervise the proper operation and Repair of the Shared Facilities;
- (b) effect and maintain the Insurances on behalf of the Members;
- (c) implement decisions made by the Building Management Committee;
- (d) carry out the delegated functions of the office bearers;
- (e) carry out the Building Management Committee's obligations in respect of any agreement; and
- (f) comply with any obligations of the Building Management Committee under the Legislation or this Statement.


### 15. FACILITIES MANAGER

#### 15.1 Appointment

- (a) The Building Management Committee has the power to and may:
  - (i) appoint a Facilities Manager; and

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- (ii) enter into an agreement with the Facilities Manager to assist the Building Management Committee perform its Functions in connection with the operation, insurance and Repair of the Shared Facilities.
- (b) The Building Management Committee may, subject to clause 15.1(c), delegate its Functions to the Facilities Manager.
- (c) The Building Management Committee may not delegate the following Functions to the Facilities Manager:
- (i) Functions which the Building Management Committee may only exercise by Resolution;
  - (ii) the Function to determine and levy contributions on Members; and
  - (iii) any Function which the Building Management Committee decides by Resolution may only be performed by the Building Management Committee.
- (d) The Building Management Committee must monitor the performance of the Facilities Manager.
- 15.2 Facilities Management Fee**
- If a Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in Section 16.
- 15.3 Obligations of the Facilities Manager**
- The Building Management Committee may require the Facilities Manager to:
- (a) ensure or supervise the proper operation and Repair of the Shared Facilities;
  - (b) implement decisions made by the Building Management Committee;
  - (c) carry out the Building Management Committee's obligations in respect of any agreement;
  - (d) comply with any obligations of the Building Management Committee under the Legislation or this Statement; and
  - (e) any other arrangements agreed between the Building Management Committee and the Facilities Manager.

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## SECTION 7 – SERVICES AND OPERATIONS


### 16. SERVICES

#### 16.1 Section 88B instrument and Shared Facilities Register

The Registered Section 88B Instrument and the Shared Facilities Register deal with Services and Services Apparatus in the Complex, identify whether they are a Shared Facility and describe who is responsible for their operation, insurance and Repair.

#### 16.2 Services used exclusively by one Party

- (a) Where an item of Services Apparatus in a Building (in this clause 16.2 called the “Burdened Building”) is used exclusively for a Service in connection with another Building (in this clause 16.2 called the “Benefited Building”):
- (i) that item must be maintained in good order and operated, insured and Repaired by the Owner of the Benefited Building at that Owner’s expense; and
  - (ii) to enable that Owner to exercise its rights and obligations in this clause 16.2, that Owner may:
    - (A) after giving reasonable notice to the Owner of the Burdened Building (except in an emergency when notice is not required), enter such part of the Burdened Building in such manner and by such route as is reasonable in the circumstances and with such workmen and materials as is reasonable and necessary in the circumstances, to carry out that Owner’s rights and obligations;
    - (B) remain there for such reasonable time as may be necessary in the circumstances;
    - (C) take anything onto the Burdened Building for purposes associated with that Owner’s rights and responsibilities; and
    - (D) carry out work to the Burdened Building for purposes associated with that Owner’s rights and responsibilities.
- (b) In exercising the rights and obligations conferred on it by this clause 16.2, the Owner of the Benefited Building must:
- (i) ensure all work is done properly;
  - (ii) cause as little inconvenience as is practicable to the Owner of the Burdened Building and any Occupier of the Burdened Building;
  - (iii) cause as little damage as is practicable to the Burdened Building;
  - (iv) restore the Burdened Building as nearly as practicable to its former condition;
  - (v) make good any damage attributable to the activities referred to in this clause; and
  - (vi) (if required by the Owner of the Burdened Building), be accompanied by a representative of the Owner of the Burdened Building and comply with the reasonable directions of that Owner.
- (c) Where the Owner of the Benefited Building:
- (i) has failed to carry out a responsibility imposed by clause 16.2(a) or clause 16.2(b); and
  - (ii) the Owner of the Burdened Building has given the Owner of the Benefited Building written notice of such failure and the Owner of the Benefited Building has failed to carry out its responsibility within a reasonable time after receipt of the notice,

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the Owner of the Burdened Building may take all lawful steps necessary to ensure the responsibility is carried out and may recover from the Owner of the Benefited Building any reasonable expense incurred by the Owner of the Burdened Building.

### 16.3 Joint Services

Where an item of Services Apparatus in a Building is used for a Service in connection with that Building and another Building or other Buildings in the Complex:

- (a) so much of the item which is a Shared Facility must be maintained in good order and operated, insured and Repaired by the party identified in this Statement as having that responsibility; and
- (b) so much of the item which is not a Shared Facility must be maintained in good order and operated, insured and Repaired by the Owner of the Burdened Building at that Owner's expense except in circumstances where repair work is required as a result of:
  - (i) any act or omission of the Owner of the Benefited Building (or any person on behalf of that Owner) in which event the repair work must be carried out at that Owner's expense; or
  - (ii) anything emanating or that has arisen from the Benefited Building in which event the repair work must be carried out at the expense of the Owner of the Benefited Building.


## 17. FIRE EXIT AREAS

### 17.1 Rights and obligations in each Party in connection with the Fire Exit Areas

- (a) Each Party has at all times the unrestricted right in the event of fire, other emergency or for fire drill purposes, to go, pass and repass over the Fire Exit Areas located in the Complex.
- (b) Each Party having the benefit of this clause 17.1 agrees it will not use the Fire Exit Areas for any purpose other than for the purpose for which they were designed.


### 17.2 Obligations of Building Owners in connection with the Fire Exit Areas

- (a) Each Building Owner must not do anything to prevent or restrict the use of the Fire Exit Areas located in its Building to the Parties having the benefit of them under clause 17.1.
- (b) Each Building Owner agrees as follows in connection with the Fire Exit Areas in its Building:
  - (i) it will not change the location or the nature of the Fire Exit Areas without the consent of all relevant Authorities;
  - (ii) it will not use the Fire Exit Areas for any purpose other than the purpose for which they were designed;
  - (iii) it will not store nor permit any other person to store anything in the Fire Exit Areas;
  - (iv) it will not obstruct the Fire Exit Areas; and
  - (v) it will comply with the requirements of, and notices issued by, all relevant Authorities having jurisdiction in connection with the Fire Exit Areas.
- (c) On giving reasonable notice to a Building Owner and provided the reasonable requirements of the Building Owner are complied with about access, another Building Owner may have access to the Fire Exit Areas in the first Building Owner's Building for the purposes of establishing whether the first Building Owner is complying with its obligations in clause 17.2(b).
- (d) If the other Building Owner forms the view the first Building Owner is not carrying out its responsibilities under clause 17.2(b), it may serve notice on the Building Management Committee requesting the Building Management Committee investigate the matter and, if necessary, to issue a notice to the first Building Owner.

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- (e) If the Building Management Committee receives any such notice it must cause the matter to be investigated and, if it considers it relevant, engage the services of a properly qualified consultant to investigate whether the first Building Owner is complying with its obligations under clause 17.2(b).
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## SECTION 8 – INSURANCES AND RELEASE

### 18. INSURANCES AND RELEASE

#### 18.1 Insurances

- (a) The Building Management Committee must effect the following Insurances:
  - (i) a damage policy in accordance with the Management Act;
  - (ii) machinery breakdown insurance for each Shared Facility which is not covered under warranty;
  - (iii) public liability insurance for each Shared Facility;
  - (iv) workers compensation if required by Law; and
  - (v) any other insurance decided by the Building Management Committee.
- (a) The Building Management Committee must take out each policy:
  - (i) in the joint names of each Member; and
  - (ii) if applicable, in the name of a mortgagee under a mortgage for that Member's respective rights and interests.

#### 18.2 Review Insurances

The Building Management Committee must:

- (a) review the Insurances at least once every 12 months;
- (b) have the Buildings in the Complex valued for insurance purposes by a qualified valuer at least once every 36 months; and
- (c) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Buildings in the Complex.

#### 18.3 Payment of premiums


The Building Management Committee must ensure the Members pay the premiums in the relative proportion of replacement value as required by section 162 of the Management Act.

#### 18.4 Affect Insurances

- (a) A Party must not at any time do anything that might:
  - (i) void or prejudice the Insurances; or
  - (ii) increase the Insurances premiums.
- (b) Clause 18.4(a) does not apply if the Party first obtains the consent of the Building Management Committee.
- (c) If a Party does anything to increase an Insurances premium, the relevant Member must pay the increased amount.

#### 18.5 Use by a Party of property

- (a) If a Party is permitted to occupy, use or have access to or from any part of another Party's property in the Complex, that Party:
  - (i) does so at its own risk; and

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- (ii) releases the other Party from any:
- (A) claim and demand of any kind; and
  - (B) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Complex.
- (b) Clause 18.5(a)(ii) does not apply to the extent the damage, death or injury is caused by the negligence of the other Party.

#### 18.6 Insurance by Members

- (a) Each Member must effect the following insurance for that part of the Building which it owns:
- (i) public liability insurance;
  - (ii) office bearers liability insurance;
  - (iii) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty;
  - (iv) legal defence costs;
  - (v) workers compensation (if applicable); and
  - (vi) if the Member is an Owners Corporation, contents insurance for its common property.
- (b) If permitted by Law, the Building Management Committee by Resolution in general meeting may determine that rather than the Building Management Committee effecting a damage policy for the Complex, each Member effect a damage policy for its Building in accordance with Schedule 8A of the *Conveyancing Act 1919 (NSW)*, in which event:
- (i) each Member must effect that policy; and
  - (ii) the Building Management Committee will be relieved of its obligations to effect a damage policy for the Complex.

#### 18.7 Payment of excess

Each Member is responsible for the excess payment of any insurance claim that has been made as a result of damage within that Member's Building, but excluding damage to any Shared Facility, which responsibility for the excess payment remains with the Building Management Committee.

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## SECTION 9 – DEVELOPMENT AND SUBDIVISION BY RETAIL BUILDING OWNER

### 19. DEVELOPMENT AND SUBDIVISION BY THE RETAIL BUILDING OWNER

#### 19.1 References to the Retail Building Owner

- (a) The Parties understand the development proposals the subject of this Section 9 may not be carried out by the Retail Building Owner but may be carried out by a party with the authority of the Retail Building Owner, in this Section 9 called an “Authorised Party”.
- (b) The Parties agree references in this Section 9 to “Retail Building Owner” are references to the Retail Building Owner and an Authorised Party.

#### 19.2 Subdivision and Development Works


- (a) The Retail Building Owner may do the following in connection with the Retail Building:
  - (i) effect a Subdivision of the Retail Building; and
  - (ii) carry out Development Works to the Retail Building.
- (b) The Retail Building Owner may do the following in connection with the Retail Stratum Lot:
  - (i) effect a Subdivision of the Retail Stratum Lot or any part of it; and
  - (ii) carry out Development Works.
- (c) Each Party agrees the Retail Building Owner may authorise another party to do the things the Retail Building Owner may do in this clause.
- (d) Each Party agrees:
  - (i) not to object to any Subdivision or Development Works by the Retail Building Owner to the Retail Building or by some party or parties on behalf of the Retail Building Owner;
  - (ii) not to hinder or prevent any Subdivision or Development Works by the Retail Building Owner or by some party or parties on behalf of the Retail Building Owner; and
  - (iii) not to hinder the registration of any Document in connection with any Subdivision or Development Works by the Retail Building Owner to the Retail Building.
- (e) Each Party agrees Subdivision and Development Works by the Retail Building Owner, so far as it relates to the Retail Building, may be carried out without the consent of that Party.

#### 19.3 Conditions when carrying out Development Works

When carrying out Development Works, the Retail Building Owner must comply with the requirements in Section 11.

#### 19.4 Woolworths

The provisions of this Section 9 must be read in conjunction with, and subject to, clause 29.

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## SECTION 10- DEVELOPMENT WORKS

### 20. DEVELOPMENT WORKS BY A BUILDING OWNER

#### 20.1 Conditions when carrying out Development Works

When carrying out Development Works, a Building Owner must ensure it and the party or party carrying out the Development Works:

- (a) comply with the requirements of all Authorities and the consents from all Authorities;
- (b) use only qualified and, where appropriate, licensed tradesmen;
- (c) ensure the works are carried out without undue delay;
- (d) ensure no unnecessary materials, tools, rubbish or debris are left lying about the Complex;
- (e) cause as little disturbance as is practicable to all Owners and Occupiers in the Complex;
- (f) ensure no damage is done to any Services Apparatus installed in the Complex, or if damage is caused, immediately make good that damage;
- (g) ensure no damage is caused to the property of any Owner or Occupier in the Complex, or if damage is caused, immediately make good that damage;
- (h) ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent, within any reasonable times prescribed by the Building Management Committee; and
- (i) ensure all relevant certificates and consents (including without limitation an Occupation Certificate (if relevant)) is obtained in connection with the works.


#### 20.2 Completion of Development Works

On completion of Development Works, a Building Owner must:

- (a) ensure all rubbish and debris caused by the works is removed from the Complex and environs;
- (b) give the Building Management Committee a full set of as-built plans of the Development Works; and
- (c) obtain all relevant certificates and consents (including without limitation an Occupation Certificate (if relevant)) in connection with the Development Works and give copies to the Building Management Committee.

#### 20.3 Woolworths

The provisions of this clause 20 must be read in conjunction with, and subject to, clause 29.

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## SECTION 11 – SUBDIVISION AND TRANSFER


### 21. SUBDIVISION BY A STRATA PLAN

#### 21.1 Strata Subdivision Notice

- (a) A Building Owner who wishes to subdivide its Building under the Legislation by registering a Strata Plan must give a Strata Subdivision Notice to the Building Management Committee, each other Building Owner and each other Party who would be required by the Legislation to execute or consent to a Strata Management Statement.
- (b) The Strata Subdivision Notice must include the following:
  - (i) details of the Building being subdivided;
  - (ii) a copy of the proposed Strata Plan;
  - (iii) a copy of the proposed by-laws to be registered with the Strata Plan;
  - (iv) a copy of the proposed Strata Management Statement to be registered with the Strata Plan;
  - (v) the name, address and ABN of the proposed Owners Corporation (if known at the time of giving the notice);
  - (vi) the name, address, telephone number and contact name of the Strata Manager proposed to be appointed by the proposed Owners Corporation; and
  - (vii) the name, address and contact telephone numbers of the proposed Representative and proposed Substitute Representative of the proposed Owners Corporation.

#### 21.2 Strata Management Statement

- (a) The Parties acknowledge a further Strata Management Statement may be registered with a proposed Strata Plan.
- (b) Upon receipt of a Strata Subdivision Notice, each Party who is required by the Legislation to execute or consent to the Strata Management Statement agrees it will either:
  - (i) execute, or give its consent to, the Strata Management Statement (as required by the Building Owner giving the Strata Subdivision Notice) and will do so within 14 days of a request from the Building Owner giving the Strata Subdivision Notice; or
  - (ii) negotiate in good faith with the Building Owner with a view to agreeing on and either executing or giving its consent to the agreed Strata Management Statement.
- (c) The Parties acknowledge there may be some changes to the Shared Facilities consequent on Development Works in connection with the Subdivision requiring changes to the Shared Facilities Register. If this occurs then:
  - (i) the Building Owner who wishes to register the Strata Plan must engage at its own cost an appropriately qualified consultant to review and, if necessary, update the Shared Facilities Register;
  - (ii) the Parties agree, subject to clause 21.2(d) that in the absence of manifest error, the amended register becomes the shared facilities register in the Strata Management Statement.

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- (d) A Party is not required to approve an amended shared facilities register in circumstances where its access to a Shared Facility is altered in any way, where it is required to contribute to additional Shared Facilities or where its proportion of Shared Costs in connection with a Shared Facility increases.
- (e) The Parties agree, effective from the date of registration of the Strata Plan the subject of the Strata Subdivision Notice, this Statement ceases to have effect pursuant to section 196J of the *Conveyancing Act 1919 (NSW)*.
- (f) Notwithstanding anything to the contrary in this Statement, a Building Owner may not give a Strata Subdivision Notice and the other Parties are not obliged to comply with any of their obligations in this clause 21 if at the date of the giving of the Strata Subdivision Notice there are outstanding monies owing by that Building Owner to the Building Management Committee on account of levies or for any other reason.

### 21.3 Woolworths

The provisions of this clause 21 must be read in conjunction with and subject to clause 29.

## 22. SUBDIVISION BY A STRATUM PLAN

### 22.1 Subdivision Notice

- (a) Within 14 days of registration of a plan subdividing a Stratum Building into further Stratum Buildings, the Building Owner before it was subdivided must give the Building Management Committee a Subdivision Notice.
- (b) The Subdivision Notice must include the following:
  - (i) details of the Stratum Building being subdivided;
  - (ii) a copy of the Registered Stratum Plan;
  - (iii) the number of votes the New Member has as attributable to each new Stratum Building (applying the principles in clause 22.3); and
  - (iv) the proportion of Shared Costs attributable to each new Stratum Building created by the Subdivision (applying the principles in clause 22.4).

### 22.2 Membership of Building Management Committee


Effective from registration of the Stratum Plan, the New Member of the Building Management Committee for each new Stratum Building created by the Subdivision is the Owner of the Stratum Building prior to the Subdivision.

### 22.3 Voting

The Subdivision of a Stratum Building into further Stratum Buildings does not create further voting rights in favour of the subdivided Stratum Building. Each New Member has between them the same number of votes on motions before the Building Management Committee as the Outgoing Member had prior to the Subdivision.

### 22.4 Shared Costs

- (a) The aggregate proportion of Shared Costs payable by the Building Owners created by the Subdivision is equal to the proportion of Shared Costs payable by the Building Owner immediately prior to the Subdivision.
- (b) Until the Building Management Committee is notified by the Outgoing Member of the proportion of costs attributable to each new Stratum Building created by the Subdivision, then the proportion

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attributable to each new Stratum Building is either the amount determined by the Building Management Committee or, if no determination is made, is the proportion expressed as a percentage which the area of each new Stratum Building created by the Subdivision bears to the total area of the Stratum Building prior to the Subdivision.

## 22.5 Position following registration of a Stratum Plan

- (a) Until the Building Management Committee is given a Subdivision Notice:
  - (i) the Representative and Substitute Representative of the Outgoing Member on the Building Management Committee remain the Representative and Substitute Representative for the New Member; and
  - (ii) the Outgoing Member remains liable to the Building Management Committee for all its obligations under this Statement.
- (b) Subject to clause 22.5(c), effective from the date a Subdivision Notice is given to the Building Management Committee, the New Member becomes responsible for all the obligations of the Outgoing Member under this Statement.
- (c) If at the time of giving a Subdivision Notice there are monies payable or owing to the Building Management Committee on account of contributions to the Administrative Fund or the Sinking Fund (including interest and expenses) or otherwise, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those monies.

## 22.6 Woolworths

The provisions of this clause 22 must be read in conjunction with and subject to clause 29.

## 23. TRANSFER OF A STRATUM LOT

### 23.1 Transfer Notice


- (a) Within 14 days of registration of a transfer of a Stratum Building, the Building Owner being transferred must give the Building Management Committee a Transfer Notice.
- (b) The Transfer Notice must include the following information:
  - (i) details of the Stratum Building being transferred;
  - (ii) the name, address and ABN of the transferee as the New Member; and
  - (iii) the name, address and contact telephone numbers of the Representative and the Substitute Representative of the New Member.

### 23.2 Membership of Building Management Committee

Effective from the date of registration of a transfer of a Stratum Building, the transferee becomes the New Member of the Building Management Committee in place of the Outgoing Member (the Building Owner that was transferred).

### 23.3 Voting

The transferee, as the New Member of the Building Management Committee, has the same number of votes on motions at meetings of the Building Management Committee as the Outgoing Member prior to the transfer.

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#### 23.4 Shared Costs

The proportion of Shared Costs payable by the transferee as the New Member remains the same as that payable by the Outgoing Member before the transfer.

#### 23.5 Position following transfer of a Stratum Lot

- (a) Until the Building Management Committee is given a Transfer Notice:
  - (i) the Representative and Substitute Representative of the Outgoing Member on the Building Management Committee remain the Representative and Substitute Representative for the New Member; and
  - (ii) the Outgoing Member remains liable to the Building Management Committee for all its obligations under this Statement.
- (b) Subject to clause 23.5(c) effective from the date a Transfer Notice is given to the Building Management Committee, the New Member becomes responsible for all the obligations of the Outgoing Member under this Statement.
- (c) If at the time of the giving a Transfer Notice there are monies payable or owing to the Building Management Committee on account of contributions to the Administrative Fund or the Sinking Fund (including interest and expenses) or otherwise, then the Outgoing Member and the New Member are jointly and severally responsible to the Building Management Committee for the payment of those contributions, interest and expenses.



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## SECTION 12 – DAMAGE AND DESTRUCTION

### 24. DAMAGE OR DESTRUCTION TO THE COMPLEX OR A BUILDING

#### 24.1 Development Act

This Section is subject to any order made under the Development Act.


#### 24.2 Partial Damage

- (a) The following provisions apply in the event of Partial Damage:
- (i) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.
  - (ii) Where Partial Damage is confined to that part of a Building within the land of a Member (in this clause 24.2(a)(ii) called the "Affected Member") the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be paid to the Affected Member and such moneys shall forthwith be applied by the Affected Member in the rebuilding, replacing, Repairing or restoring the portion of the Building so damaged, as the case may require.
  - (iii) Where Partial Damage is not confined to that part of a Building within the land of a Member the moneys received by the Members and any mortgagee having an interest in the Insurances in respect of such Partial Damage shall be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the Partial Damage. Such moneys shall then forthwith be applied by the Members in rebuilding, replacing, Repairing and restoring the portions of the Complex so damaged, as the case may require.
- (b) Each Member shall be entitled to reasonable access to that part of the Complex within the land of the other Member for the purpose of effecting such repairs.


#### 24.3 Total Loss Damage

The following provisions apply in the event of Total Loss Damage:

- (a) The Members and any mortgagee having an interest in the Insurances must with due dispatch make joint approaches to:
- (i) the Insurer to elect reinstatement as the basis of settlement; and
  - (ii) to the Authorities with a view to reinstating the Complex in accordance with its original design. The Members must co-operate with each other and the Authorities with a view to obtaining the relevant approvals to reinstate the Complex in accordance with its original design.
- (b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.
- (c) If the Insurer elects reinstatement as the basis of settlement and if reinstatement of the Complex in accordance with its original design is permitted by the Authorities:
- (i) the Members must commence and carry out with reasonable dispatch the reinstatement of the Complex in accordance with its original design from the proceeds of the Insurances;

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- (ii) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and
- (iii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Complex in accordance with its original design as soon as practicable.
- (d) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:
  - (i) each Member shall receive a proportion of the proceeds of the Insurances paid by the Insurer in the same proportion that the premium was payable by it;
  - (ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner;
  - (iii) each Member has an obligation to apply such proceeds towards reinstatement of that part of the Complex on its Lot;
  - (iv) each Member must advise the other of its decision whether or not it will reinstate that part of the Complex on its Lot within a reasonable time of such payment; and
  - (v) the Members must as soon as practicable cause the site of the Complex to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

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## SECTION 13 – GENERAL

### 25. AMENDING THIS STATEMENT

#### 25.1 Altering or adding to the Shared Facilities and Shared Costs

- (a) If there is any amendment or change to the Shared Facilities or the Shared Costs, then this Statement may be amended:
  - (i) by the Building Management Committee in the manner provided by clause 11.3;
  - (ii) in the manner provided in clause 21.2(c).
- (b) Otherwise this Statement, so far as it relates to the Shared Facilities and the Shared Costs, may not be amended.

#### 25.2 Other amendments

- (a) Other than amendments contemplated by clause 25.1, this Statement may only be amended by a Resolution of the Building Management Committee in general meeting.
- (b) If this occurs, this Statement is automatically varied at the time the Chairperson signs the minutes which record the Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document at the Land and Property Information to record the change.


### 26. DISPUTES

#### 26.1 Parties to, and nature of, a Dispute

- (a) The party or parties to a Dispute are any combination of:
  - (i) the Building Management Committee; and
  - (ii) a Member or Members.
- (b) A Dispute means any disagreement or difference between the parties to the Dispute:
  - (i) which arises in circumstances contemplated by clause 5.12;
  - (ii) about whether a party to the Dispute is carrying out its Functions under this Statement in accordance with its obligations in this Statement;
  - (iii) on the interpretation or construction of any provision of this Statement;
  - (iv) about resolutions of the Building Management Committee;
  - (v) about the manner in which a Shared Facility is operated or Repaired; or
  - (vi) about the manner in which contributions to the Administrative Fund or the Sinking Fund are determined or levied.

#### 26.2 Notice of a Dispute

- (a) A party referred to in clause 26.1(a) may at any time notify another party or parties referred to in clause 26.1(a) of a Dispute.
- (b) A party notifies another party or parties by serving a Dispute Notice.
- (c) A Dispute Notice must:

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- (i) identify the subject matter of the Dispute;
- (ii) state the facts upon which the party relies;
- (iii) identify the provisions of the Statement relevant to the Dispute;
- (iv) have attached copies of all correspondence and background information relevant to the Dispute in the possession or control of the party giving the Dispute Notice; and
- (v) contain any particulars of the amount of money in Dispute (if any).

#### 26.3 Obligation to resolve

- (a) When a Dispute Notice is served:
  - (i) the parties to the Dispute must meet at least once within 14 Business Days of service of the Dispute Notice; and
  - (ii) the parties to the Dispute must use their reasonable endeavours in good faith to resolve the Dispute within 28 Business Days of service of the Dispute Notice.
- (b) If agreement is reached between the parties to a Dispute within the 28 Business Day period referred to in clause 26.3(a)(ii), then the party serving the Dispute Notice must withdraw the Dispute Notice and the parties to the Dispute must proceed with any agreed action.

#### 26.4 Appointment of an Expert


- (a) If within 28 Business Days of service of the Dispute Notice the parties to the Dispute have not resolved the Dispute then at any time after that date a party to the Dispute may serve a notice on the other parties to the Dispute requesting the matter to be referred to an Expert.
- (b) If the parties to a Dispute cannot agree on the identity of the Expert to be appointed within 14 Business Days of service of the notice under clause 26.4(a) then at any time after that date until the parties do agree on the identity of an Expert any party to the Dispute may request the President of the Law Society of NSW to appoint an Expert.
- (c) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (d) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.

#### 26.5 Identity of qualifications

An appointed Expert must be a lawyer appointed to practice in New South Wales with a current practising certificate.

#### 26.6 Submission to Expert

- (a) Each party to a Dispute may make written submissions to the Expert about the Dispute and costs.
- (b) If a party to the Dispute makes a submission, that party must:
  - (i) submit it within 10 Business Days of the appointment of the Expert; and
  - (ii) provide the other parties to the Dispute with a copy of submissions within 24 hours of submission to the Expert.
- (c) A party who makes a submission must:
  - (i) co-operate with the Expert; and

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(ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that party and relevant to the matter to be determined.

(d) Clause 26.6(c)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.

(e) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

#### 26.7 Expert's determination

- (a) The Expert acts as an expert and not as an arbitrator.
- (b) Except as to matters of Law, the Expert's decision, including any decision about an expense arising from the Dispute, is final and binding on each party to the Dispute.
- (c) The Expert must:
  - (i) give reasons for the determination; and
  - (ii) determine how the cost of any determination is paid.
- (d) The Expert's determination is final and binding on the parties to the Dispute.

#### 26.8 Costs

- (a) The parties to the Dispute must equally share the costs of the Expert.
- (b) Each party is responsible for their own costs in connection with the Dispute unless the Expert makes a different determination.

#### 26.9 Other action

If there is any disagreement between the Parties arising out of or in connection with this Statement which is not a Dispute then:

- (a) the Parties to the disagreement must use their reasonable endeavours in good faith to resolve the disagreement within 28 Business Days of service of a notice by one Party on the other about the disagreement (which notice must contain in reasonable detail the matter the subject of the disagreement with a suggested solution); and
- (b) if the Parties cannot resolve the disagreement the Parties agree that, subject to the provisions of any Law to the contrary, their appropriate course of action (if there is a course of action) is in the relevant court rather than any tribunal.

#### 27. NOTICES AND SERVICE


##### 27.1 Form of notice

Notices and other communications under this Statement may only be sent by a Member to another Member, must be in writing and:

- (a) if the notice is being sent by a natural person, signed by that person;
- (b) if the notice is being sent by a corporation, signed by a director or secretary of that corporation; and
- (c) if the notice is being sent by an Owners Corporation, signed under the seal of the Owners Corporation in accordance with section 273 of the Management Act.

##### 27.2 Service of notice

- (a) Notices may only be sent:

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- (i) by hand;
  - (ii) by facsimile transmission;
  - (iii) by registered post; or
  - (iv) by electronic means,
- to the address of the party to whom it is being sent as noted in the Members' Roll.

### 27.3 When service is effected

- (a) A notice takes effect from the date it is received unless a later time and date is specified in the notice.
- (b) A notice is deemed to be received:
  - (i) if sent by hand, at the time of delivery;
  - (ii) if sent by facsimile transmission, at the time recorded on the transmission report as the time the facsimile was sent, unless:
    - (A) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
    - (B) the transmission report of the sender indicates a faulty or incomplete transmission;
  - (iii) if sent by registered post, at the time that the recipient or its agent acknowledges receipt; and
  - (iv) if sent by electronic means, on the Business Day after it is sent unless the sender receives notice, before the Business Day after it is sent, that the email has not reached its destination or it was not deliverable to the recipient.

## 28. GENERAL

### 28.1 Waiver


A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

### 28.2 Exercise of a right

- (a) A Member may exercise a right:
  - (i) at the Member's discretion; and
  - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

### 28.3 Severance

- (a) Subject to clause 28.3(b):
  - (i) if a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;

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(ii) if, despite clause 28.3(a)(i) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or

(iii) in any other case, the whole provision must be severed.

(b) If an event under clause 28.3(a) occurs, the remainder of this Statement continues in full force and effect.

## 29. WOOLWORTHS

### 29.1 When this clause applies

The provisions of this clause 29 apply for so long as Woolworths occupies the Woolworths Premises pursuant to the Woolworths Lease.


### 29.2 Matters relating to the Retail Building

Notwithstanding anything to the contrary in this Statement:

- (a) the Retail Building Owner may not carry out any Subdivision of the Retail Building or the Retail Stratum Lot as contemplated by Section 9;
- (b) clause 21 of this Statement must not be interpreted as giving the Retail Building Owner the right to subdivide the Retail Building under the Legislation by registering a Strata Plan ;
- (c) clause 22 of this Statement must not be interpreted as giving the Retail Building Owner the right to subdivide the Retail Building into further Stratum Buildings.


### 29.3 Matters relating to the Residential Building

- (a) Notwithstanding anything to the contrary in this Statement, when carrying out any Development Works to the Residential Building, the Residential Building Owner must not do anything which would in any manner interfere with the normal conduct of the business being conducted from the Woolworths Premises. In particular, the Residential Building Owner must not make any change, alteration or addition to the Residential Building which would:
  - (i) reduce the visibility of the shop front of the Woolworths Premises or Woolworths' external signage to potential customers inside and outside the Complex, the Residential Building Owner acknowledging that maximum visibility in this regard is beneficial to Woolworths in the conduct of its business; or
  - (ii) affect the accessibility of the Woolworths Premises to customers and potential customers within the area indicated on the plan comprising Annexure C to lease registered AH661222 including without limitation by locating lifts, escalators, malls and pedestrian walkways and the location of kiosks and specialty shops in the vicinity of the Woolworths Premises except as shown on that plan; or
  - (iii) except upon the proper direction or instruction of any Authority, impose upon Woolworths or its customers any liability to pay any fees or charges to any person in connection with or arising out of the parking of motor vehicles by Woolworths for its customers; or

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- (iv) except upon the proper direction or instruction of any Authority, alter the means of access to or from the carparks or the Woolworths Premises; or
  - (v) except upon the proper direction or instruction of any Authority, reduce vehicular access to the Complex or to the car parking areas from the roadways adjacent to the Complex; or
  - (vi) alter the size or location of any pylons or signs carrying the same or logo of Woolworths.
- (b) If the Residential Building Owner breaches its obligations under clause 29.3(a), then, in addition to any remedy which Woolworths may have in law or in equity, the Residential Building Owner must pay reasonable compensation to Woolworth for (but not limited to) loss of profits. The amount of compensation will be assessed by an auditor appointed at the request of either party by the President of the Australian Institute of Chartered Accountants (or his nominee) who in making the assessment will act as an expert and not an arbitrator. The certificate of the auditor as to the amount of the loss of profits will be binding on the parties.
- (c) Notwithstanding anything to the contrary in this Statement, before carrying out any major structural works to the Residential Building, the Residential Building Owner must:
- (i) provide Woolworths with plans and specifications of the proposed works including a construction programme and staging plans;
  - (ii) advise Woolworths as to the time at which the works are to be carried out so as to minimise (so far is reasonably possible) disruption to Woolworths' business;
  - (iii) ensure that proper and adequate access is available for the public to and from the Complex via the entrances from the car parks and to and from the Woolworths Premises from the car parks;
  - (iv) ensure that the method of carrying out the works keeps noise, vibration and the intrusion of dust and dirt into the Complex and the Woolworths Premises to a minimum where possible and practicable;
  - (v) take appropriate steps to ensure that persons engaged in the works do not use the carparks in the vicinity of the Woolworths Premises; and
  - (vi) at its cost carry out all work lawfully required by any Authority to be carried out on the Woolworths Premises as a consequence of the works carried out by the Residential Building Owner and any consequential alterations to or making good of the Woolworths Premises or any property of Woolworths.



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## SECTION 14 – DICTIONARY

**Administrative Fund** means the fund established by the Building Management Committee for the purposes contemplated by clause 13.1(b).

**Architectural Code** means the architectural code adopted by the Building Management Committee as contemplated by clause 8.5(a).

**Authorised Party** means a party authorised by the Retail Building Owner as contemplated by Section 9.

**Authority** means a Government Agency or any other authority or body having authority over or jurisdiction in respect of the Complex or the land.

**Building** means any Stratum Building or Strata Building in the Complex.

**Building Management Committee** means the committee established under this Statement pursuant to Section 2.

**Building Occupier** means the tenant, licensee or occupier for the time being in a Stratum Building, not being the Owner of that Stratum Building

**Building Owner** for a Stratum Building means the registered proprietor or mortgagee in possession for the time being of the Stratum Building and for a Strata Building means the Owners Corporation for that Strata Building

**Business Day** means a day on which banks in New South Wales are open for business but does not include a Saturday or a Sunday.

**Chairperson** means the chairperson of the Building Management Committee.

**Complex** means the complex comprising the several Buildings the subject of this Statement as described in the Particulars.

**Conducting Media** means more than one Conducting Medium.


**Conducting Medium** means any wire, cable, pipe, line, duct, chute, garbage chute, drain, water storage tank, cooling tower, exhaust flue, exhaust duct, kitchen flue, kitchen duct, riser duct, service duct, air conditioning unit and apparatus through or in which a Service passes or is stored or contained.

**Deadlock** has the meaning given to it in clause 5.12(b).

**Defaulting Member** has the meaning stated in clause 13.4(b).

**Development** in connection with a Building or a Lot means:

- (a) any extension or addition;
- (b) the carrying out of any work or improvement;
- (c) demolition works;
- (d) erection of scaffolding;

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- (e) upgrading or redevelopment works;
- (f) the installation of any new Services Apparatus;
- (g) alterations, modifications or additions to Services Apparatus;
- (h) removal of Services Apparatus;
- (i) connecting to existing Services Apparatus;
- (j) installing any new Shared Facilities;
- (k) alterations, modifications or additions to Shared Facilities; and
- (l) connecting to existing Shared Facilities.

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

**Development Application** means an application made under the *Environmental Planning and Assessment Act 1979 (NSW)*; the expression includes all amendments and variations to an application.

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

**Development Works** means works that are carried out in connection with Development or Subdivision.

**Dispute** means a dispute referred to in clause 26.1(b).

**Dispute Clause** means clause 26.

**Dispute Notice** means a notice served in accordance with clause 26.2(b).

**Document** includes any document, plan, instrument or by-law.

**Expert** means a person appointed under clause 26.4.

**Facilities Management Fee** means the fee payable to the Facilities Manager.

**Facilities Manager** means the person appointed by the Building Management Committee under clause 15.1(a)(i).


**Fire Exit Areas** means those parts of the Building which are fire escape passages or fire escape stairs.

**Function** means a right, obligation or duty.

**Government Agency** means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.

**Insurances** means the following:

- (a) all insurance which the Building Management Committee must effect under the Legislation and this Statement; and
- (b) any other insurances which the Building Management Committee determines to effect.

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**Insurer** means each party with whom the Insurances are effected.

**Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Legislation** means the Development Act and the Management Act.

**Levy Certificate** means the certificate the subject of clause 6.4.

**Lot** means (as the context requires) a Strata Lot or a Stratum Lot.

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

**Management Fee** means the fee payable to the Strata Manager.

**Member** means a member of the Building Management Committee.

**Members' Roll** means the roll described in clause 6.2(b).

**New Member** means the Member of the Building Management Committee immediately following:

- (a) the Subdivision of a Stratum Building by either a Strata Plan or a Stratum Plan; or
- (b) the transfer of a Stratum Building.

**Occupation Certificate** means a certificate as defined by the *Environmental Planning and Assessment Act 1979 (NSW)*.

**Occupier** means the lessee, licensee or occupier for the time being (not being the Owner).

**Officer** means an officer of the Building Management Committee.

**Operating Costs** mean the costs of operating the Shared Facilities (to the extent the operating costs are the responsibility of the Building Management Committee) and includes energy costs to the extent they are not separately metered.

**Original Proprietor** means the party described in the Particulars.

**Outgoing Member** means the Member of the Building Management Committee immediately prior to:


- (a) the Subdivision of a Stratum Building either by a Strata Plan or a Stratum Plan; or
- (b) the transfer of a Stratum Building.

**Owner** means the registered proprietor, or mortgagee in possession for the time being.

**Owners Corporation** means the owners corporation constituted on registration of a Strata Plan.

**Partial Damage** means any damage to a Building or any part of it which is not Total Loss Damage.

**Party** means a party bound by this Statement as described in clause 2.1(b).

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**Registered Section 88B Instrument** means the section 88B instrument registered with the Registered Stratum Plan.

**Registered Stratum Plan** means the Stratum Plan referred to in the Particulars.

**Repair** means to clean, maintain, repair, renew or replace.

**Repair Costs** means the costs of Repairing the Shared Facilities (including any amount payable to a contractor under a maintenance agreement or any other agreement).

**Representative** means the representative of a Member and must be a natural person.

**Residential Building** means the Building described in the Particulars.

**Residential Building Owner** means the Owner of the Residential Building for the time being.

**Residential Stratum Lot** means lot 1 in the Registered Stratum Plan.

**Resolution** means a resolution of the Building Management Committee on which all the Members entitled to vote on the motion vote in favour of the motion.

**Retail Building** means the Building described in the Particulars.

**Retail Building Owner** means the Owner of the Retail Building for the time being.

**Retail Stratum Lot** means lot 2 in the Registered Stratum Plan.

**Rules** means rules created under clause 7.

**Secretary** means the secretary of the Building Management Committee.


**Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signals, or any other prescribed service.

**Services Apparatus** means any item of Services Equipment or any Conducting Medium.

**Services Equipment** means an item of plant or equipment in which a Service is generated, contained or stored.

**Shared Costs** means:

- (a) in respect of the Shared Facilities means:
  - (i) the Repair Costs;
  - (ii) the Operating Costs; and
  - (iii) any amount which the Building Management Committee determines is a Shared Cost in connection with the Shared Facilities;
- (b) in respect of the Fire Exit Areas means:
  - (i) the cost of keeping them clean;

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- (ii) the cost of keeping them safe and in a good state of repair and condition;
- (iii) all compliance costs; and
- (iv) the cost of keeping the doors to the Fire Exit Areas operational;
- (c) the Management Fee;
- (d) the Facilities Management Fee;
- (e) the costs in connection with the Insurances; and
- (f) any amount which the Building Management Committee determines is a Shared Cost in connection with any part of the Complex.

**Shared Facilities means:**

- (a) the services, facilities, machinery, plant and equipment referred to in Section 16;
- (b) any alterations, additions or replacement of those items;
- (c) any services, facilities, machinery, plant and equipment which the Building Management Committee determines are Shared Facilities; and
- (d) any Services Apparatus connected to or forming part of these items.

**Shared Facilities Register** means the register comprising Section 16.

**Sinking Fund** means the fund established by the Building Management Committee for the purposes contemplated by clause 13.1(c).

**Statement** means this building management statement (the expression includes any registered amendment).

**Strata Building** means a building the subject of a Strata Scheme (being a Stratum Lot subdivided under the Legislation)

**Strata Lot** means a lot in a Strata Building.

**Strata Committee** means the strata committee appointed by the Owners Corporation in accordance with Part 3 of the Management Act.


**Strata Lot Occupier** means the tenant, licensee or occupier for the time being of a Strata Lot, not being a Strata Lot Owner.

**Strata Lot Owner** means the registered proprietor for the time being, and any mortgagee in possession for the time being, of a Strata Lot; and if a Strata Lot has been subdivided, the registered proprietors for the time being of the new lots.

**Strata Management Statement** means a strata management statement registered under Part 6 Division 1 of the Development Act: the expression includes any amendment or alteration to a Strata Management Statement

**Strata Manager** means the person appointed by the Building Management Committee under clause 14.1(a)(i).

**Strata Plan** means a strata plan of subdivision under the Development Act.

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**Strata Scheme** means the strata scheme constituted on registration of a Strata Plan.

**Strata Subdivision Notice** means a notice given under clause 21.1.

**Stratum Building** means a building governed by this Statement being a Stratum Lot and all improvements on it.

**Stratum Lot** means a lot in a Stratum Plan in the Complex and if a Stratum Lot is subdivided under the *Conveyancing Act 1919 (NSW)*, then the lot or lots created by the Subdivision.

**Stratum Lot Occupier** means the tenant, licensee or occupier of a Stratum Lot for the time being, not being a Stratum Lot Owner.

**Stratum Lot Owner** means the registered proprietor for the time being, and any mortgagee in possession, of a Stratum Lot.

**Stratum Plan** means a plan of subdivision which meets the definition of a "current plan" as defined by section 7A of the *Conveyancing Act 1996 (NSW)* which has not been subdivided under the Legislation.

**Subdivision** means:

- (a) subdivision by a plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919 (NSW)* and without limitation includes the subdivision of a Stratum Lot into further Stratum Lots; and
- (b) subdivision by a Strata Plan under the Development Act.

**Subdivision Notice** means the notice to the Building Management Committee of a Subdivision or proposed Subdivision of a Stratum Lot under clause 22.1.

**Substitute Representative** means the substitute representative of a Member and must be a natural person.

**Supermarket** means the Woolworths Premises.

**Total Loss Damage** means damage to the Complex which requires the demolition and dismantling of the remains of the Complex and the total reinstatement of the Complex.

**Transfer Notice** means the notice to the Building Management Committee of a transfer of a Stratum Building under clause 23.1.

**Treasurer** means the treasurer of the Building Management Committee.


**Vehicles** include motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

**Woolworths** means Woolworths Limited ABN 88 000 014 675.

**Woolworths Lease** means any lease of the Supermarket to Woolworths (or a permitted assignee under any such lease).

**Woolworths Premises** means the premises the subject of lease registered AH661222.

**Year** means each consecutive period of 12 months, the first commencing on the date of registration of this Statement.

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## SECTION 15 – INTERPRETATION

### (a) General


In this Statement unless the context indicates a contrary intention:

- (i) words denoting any gender include all genders;
- (ii) the singular number includes the plural and vice versa;
- (iii) references to any legislation includes any legislation which amends or replaces that legislation;
- (iv) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns;
- (v) a person includes companies and corporations and vice versa;
- (vi) except in the dictionary, headings do not affect the interpretation of this Statement;
- (vii) the construction least favourable to the party responsible for drafting this Statement will not be adopted against that party;
- (viii) amounts of money are expressed in Australian dollars unless otherwise expressly stated;
- (ix) a reference to a document includes any variation or replacement of it; and
- (x) a reference to any thing includes the whole or each part of it; and
- (xi) mentioning anything after “includes” or “including” does not limit what else may be included.

### (b) Business Day

- (i) If this Statement requires that the day on which a thing must be done is a day which is not a Business Day that thing must be done on or by the preceding Business Day.
- (ii) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs, the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (iii) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (iv) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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## SECTION 16- SHARED FACILITIES REGISTER

This Section describes the Shared Facilities, describes how the Shared Costs are divided between each Building and describes the manner in which the proportions of the Shared Costs have been determined.

SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	MEMBERS BENEFITTED AND COST ALLOCATION		COST ALLOCATION METHOD
			Residential Building	Retail Building	
SF1	Cleaning	This Shared Facility includes all costs incurred by the Management Committee to clean the Shared Facilities.	59%	41%	1
SF2	Electrical Infrastructure	Electrical infrastructure includes: a) The switch rooms located on Ground Level and shown as SF2 on the Shared Facilities Plan; b) All electrical meters, sub-meters and distribution boards located in the main connections box and switch rooms which supply electricity to each Lot; and c) Services Apparatus required to operate the Shared Facility. Electrical infrastructure excludes: a) Costs for electrical consumption by an individual Member, Owner or Occupier; and	59%	41%	1




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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	MEMBERS BENEFITTED AND COST ALLOCATION		COST ALLOCATION METHOD
			Residential Building	Retail Building	
		b) Electrical wires, distribution boards, cables and ducts which are within a member's Lot and are for the exclusive use of that Member, Owner or Occupier.			
SF3	Management Services	<p>Facilities management services include the services provided by the Manager appointed by the Management Committee.</p> <p>Costs for facilities management services include, without limitation:</p> <p>a) Management fees and other fees that the Management Committee must pay the Manager according to their agreement; and</p> <p>b) Other costs incurred by the Management Committee according to its agreement with the Manager.</p>	59%	41%	1
SF4	Fire Control System	<p>The fire control system is an integrated system located throughout the buildings generally. This Shared Facility includes, without limitation, each of the following items and access thereto:</p> <p>a) Pump and Control Room on the Ground Floor shown as SF4 on the Shared Facilities Plan and its ventilation</p>	59%	41%	1

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	MEMBERS BENEFITTED AND COST ALLOCATION		COST ALLOCATION METHOD
			Residential Building	Retail Building	
		system;  b) Fire hydrant system, which includes all booster pumps, valves and pipe work associated with the fire hydrant system;  c) The sprinkler system including all booster pumps, valves, pipe work and electrical components that form part of the sprinkler system;  d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components;  e) The fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;  f) Emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system;  g) The Services Apparatus required to operate the Fire Control System;			

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	MEMBERS BENEFITTED AND COST ALLOCATION		COST ALLOCATION METHOD
			Residential Building	Retail Building	
		h) The fire stairs shown as SF4 on the shared facilities plans and means of egress providing access to open space; and  i) The fire system includes the cost to comply with any obligations of the Management Committee regarding fire safety.  The fire system does not include additional fire safety equipment or services installed by a Member, Owner or Occupier.			
SF5	Insurance	Costs for insurance include, without limitation: a) Building insurance premiums; b) Public liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance broker fees; and	Replacement Value	Replacement Value	2

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SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	MEMBERS BENEFITTED AND COST ALLOCATION		COST ALLOCATION METHOD
			Residential Building	Retail Building	
		g) Other costs incurred by the Committee to affect an insurance policy or under and existing policy.			
SF6	Pest Control	This Shared Facility includes: a) Regular inspections of Shared Facilities for pest infestations; and b) Treatment of Shared Facilities for pests (including preventative treatments).	20%	80%	3
SF7	Sewerage System	The sewerage system includes: a) Sewer pipes, pumps, vent pipes and hydraulic pipes that service the Lots from the boundary trap to the junction point; and b) The Services Apparatus required to operate the Shared Facility.  The sewerage system excludes the sewerage components which are located within each member's Lot which are for the exclusive use of that Member, an Owner or an Occupier.	59%	41%	1
SF8	Signage	Signage includes directional, and instructional signage for the Lots which are located in or on Shared Facilities. It does not include signage on or within a member's	59%	41%	1

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			Residential Building	Retail Building	
		component of a Lot (which only services that component). Costs associated with signage include maintenance, cleaning, repair and lighting (including electricity consumption costs).			
SF9	Strata Management Services	<p>Strata management services include the services provided by the Management Committee. Costs for strata management services include, without limitation:</p> <ul style="list-style-type: none"> <li>a) The strata manager fee and management fees and other fees that the Management Committee must pay the strata manager according to their agreement;</li> <li>b) Other costs incurred by the Management Committee according to its agreement with the strata manager;</li> <li>c) Audit fees incurred by the Management Committee; and</li> <li>d) Costs incurred by the Management Committee to maintain its records (including its financial records) according to this Management Statement.</li> </ul>	59%	41%	1
SF10	Telecommunication System	<p>The Telecommunication System includes the:</p> <ul style="list-style-type: none"> <li>a) Telecommunication room</li> </ul>	59%	41%	1

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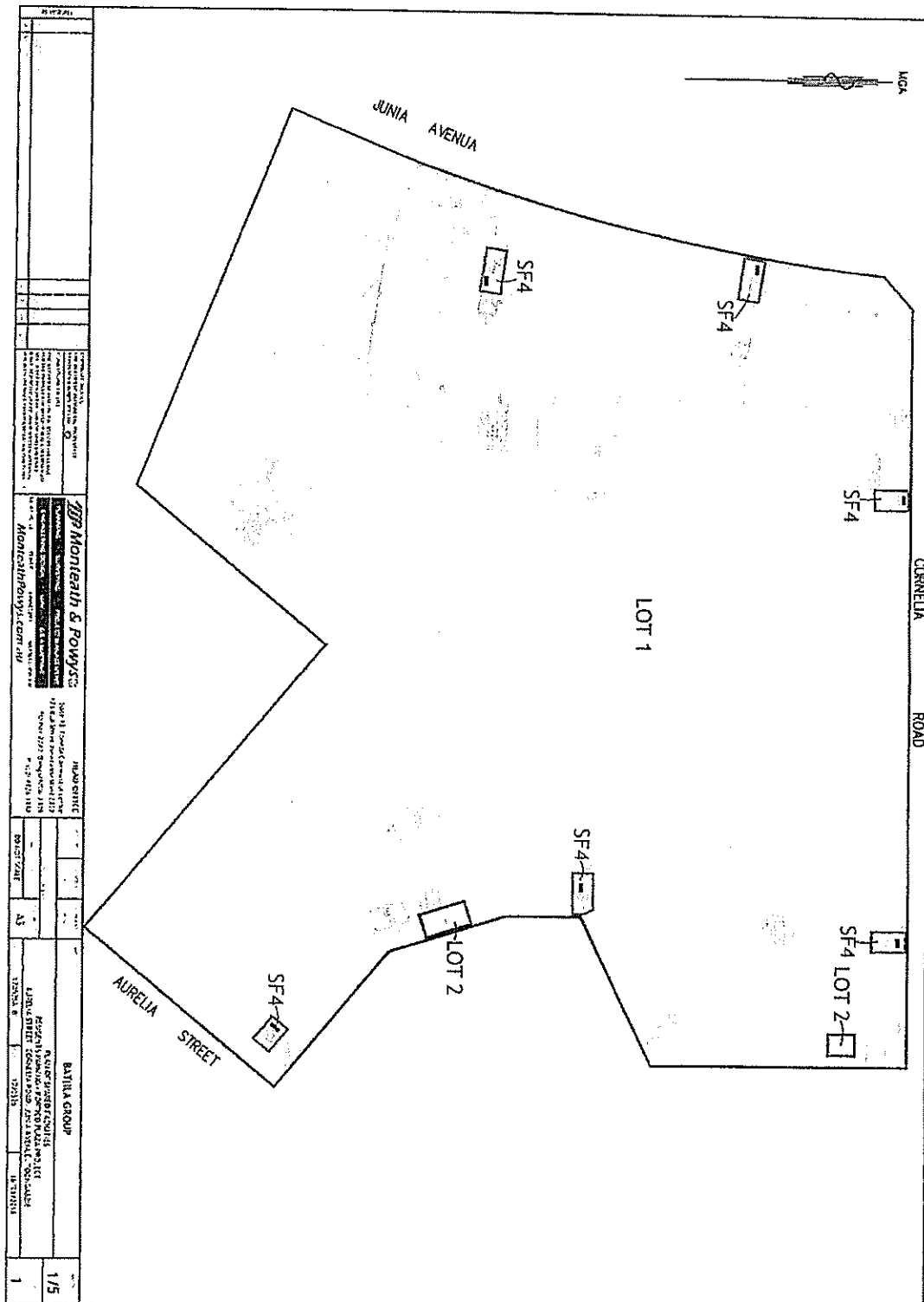
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			Residential Building	Retail Building	
		located on Ground Level marked SF10 on the Shared Facilities Plan;  b) Services Apparatus required to operate the Shared Facility;  c) All cables which connect from the telecommunication room to those nodes where the cables become the responsibility of the respective member;  d) Lighting in the telecommunication room;  e) Ventilation system for the telecommunication room; and  f) All electricity consumption required to operate the telecommunication system.			
SF11	Electricity Consumption for Shared Facilities	The Shared Facilities includes the electrical consumption of the Shared Facilities located in the Basement, Lower Ground and Ground Levels and includes the electricity consumption of:  a) SF2 – Electrical Infrastructure  b) SF4 – Fire Control System  c) SF7 – Sewerage System  d) SF8 – Signage	59%	41%	1

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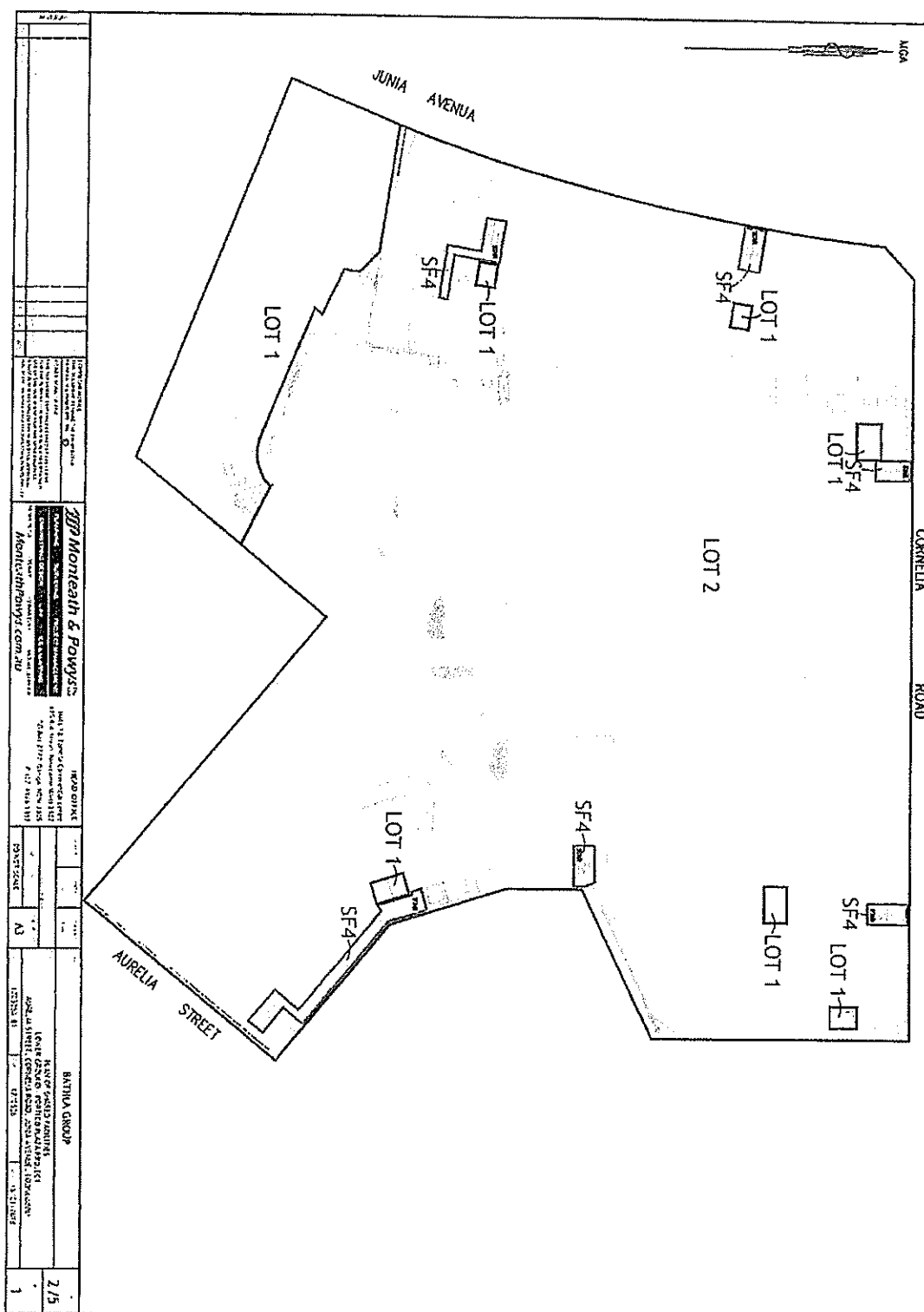
SHARED FACILITY NUMBER	LOCATION OF SHARED FACILITY (BY DESCRIPTION OR BY REFERENCE TO LOCATION ON PLANS)	SHARED FACILITY OR SERVICE INCLUSION	MEMBERS BENEFITTED AND COST ALLOCATION		COST ALLOCATION METHOD
			Residential Building	Retail Building	
		e) SF10 – Telecommunication System  This Shared Facility does not include the electricity consumption of those facilities which are for the exclusive benefit of an individual Member, Owner or Occupier.			






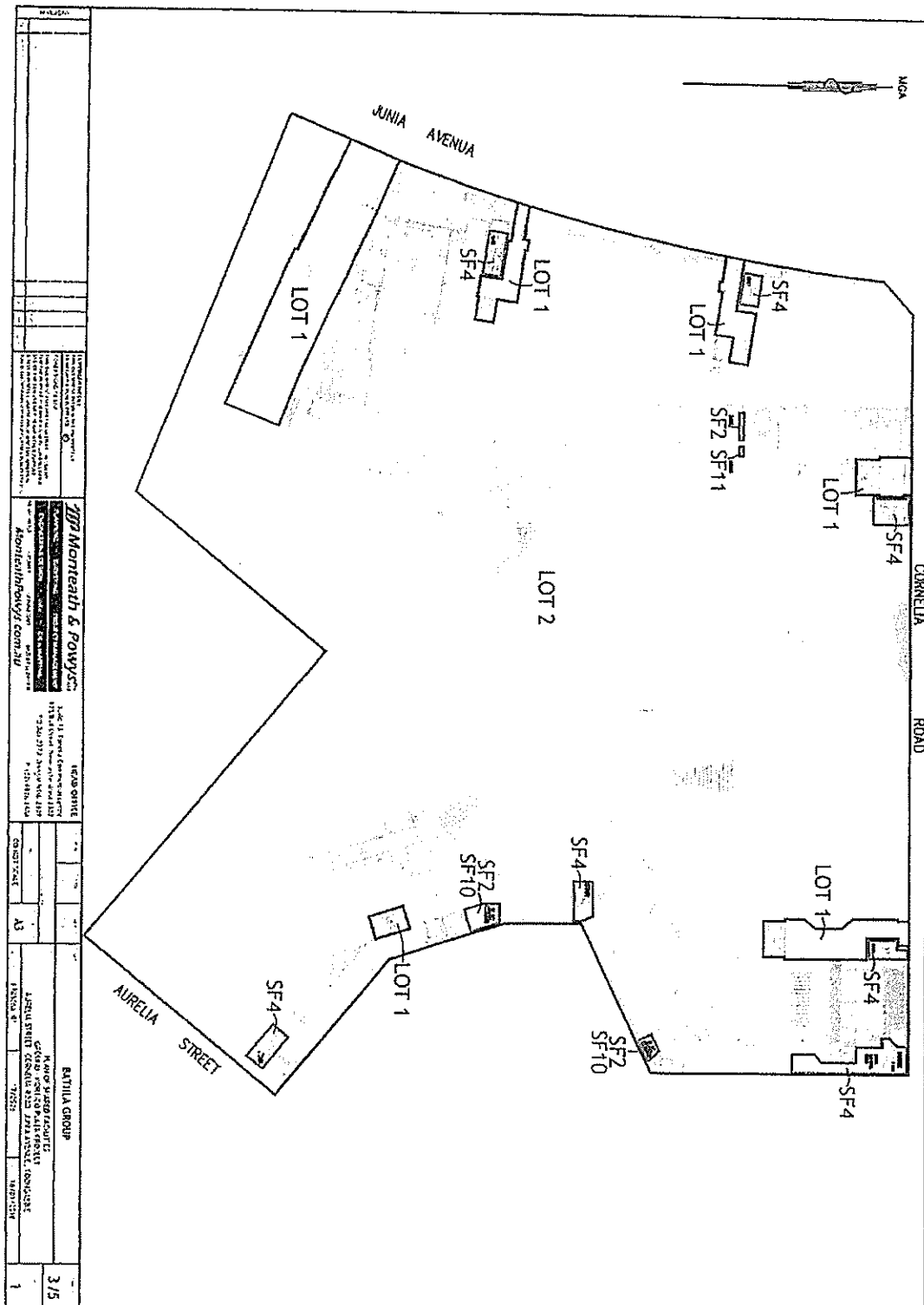
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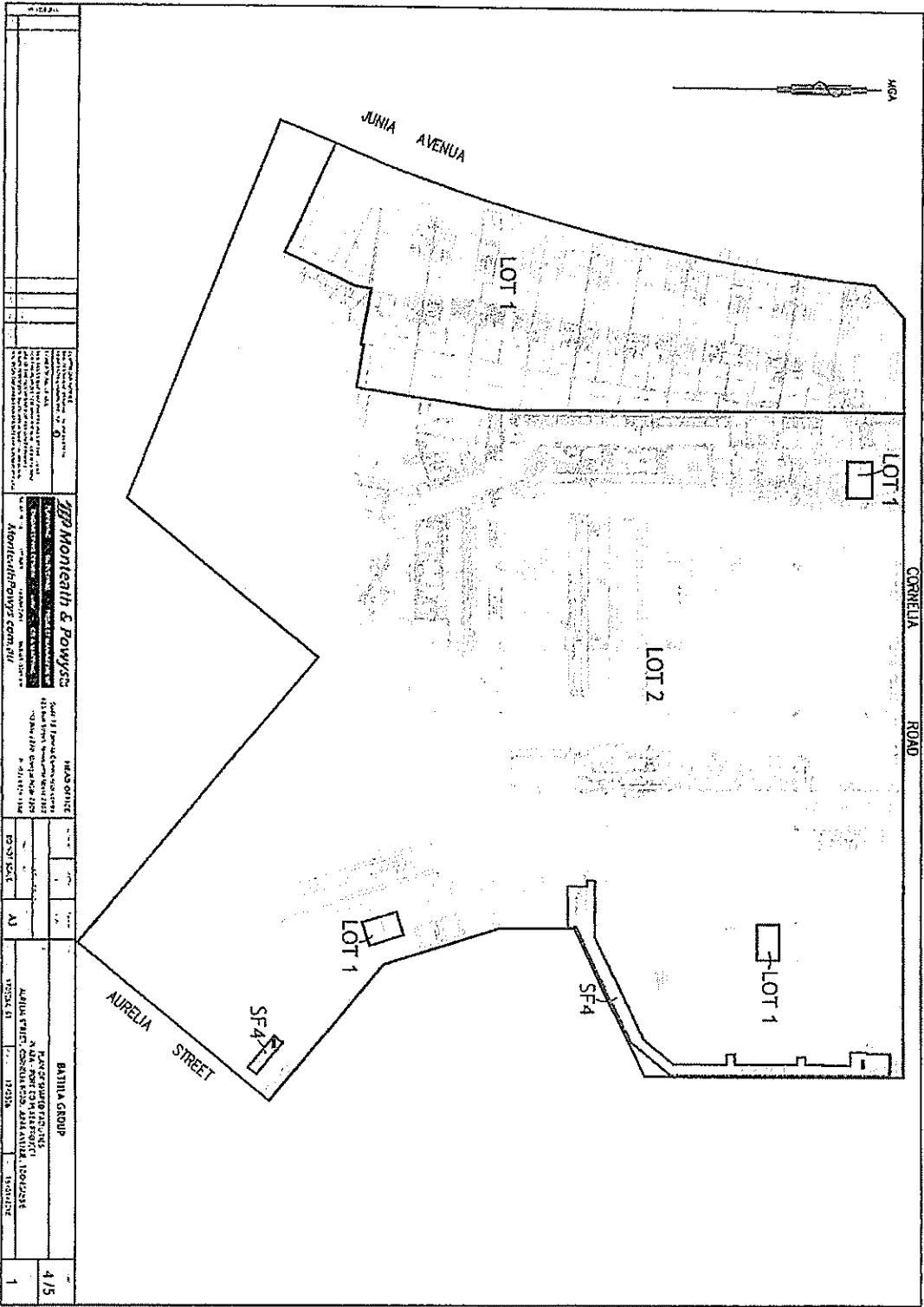
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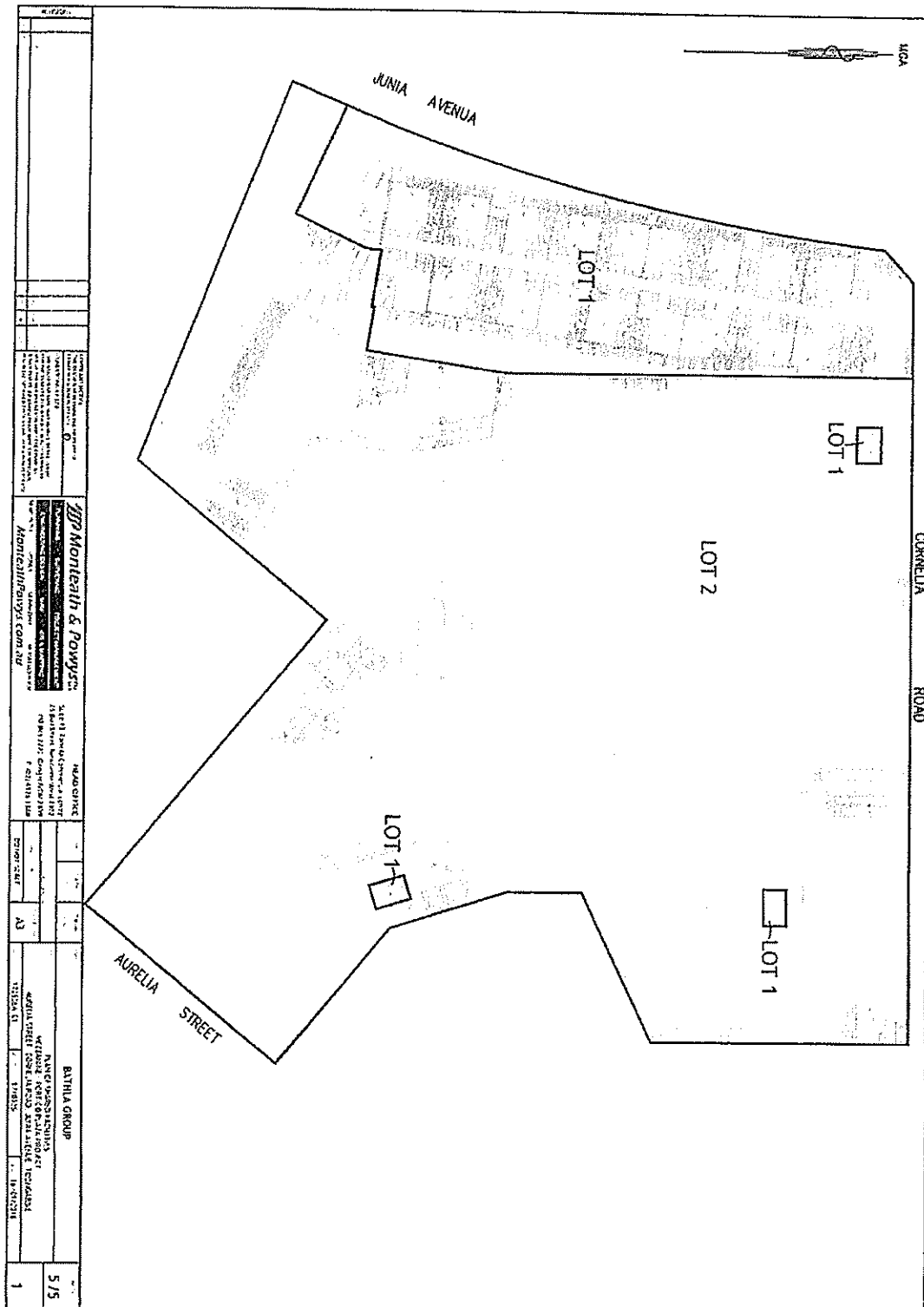
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## SECTION 17 – COST ALLOCATION METHODOLOGY

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This Section describes the cost allocation methodology of dividing Shared Costs:

### Method 1

The proportion of the floor area of each Stratum Lot in relation to the total floor area of the Stratum Lots.


### Method 2

Proportion based on the relative replacement cost value of each Stratum Lot as required by Section 162 of the *Strata Schemes Management Act 2015* (NSW).

### Method 3

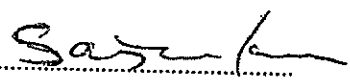
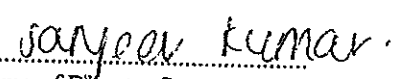
The relative usage or requirement of the Shared Facility.


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EXECUTION:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 201

<b>Registered Proprietor:</b>	
Executed by <b>Buildwell Australia Pty Limited</b> ACN 140 674 719 in accordance with section 127 of the <i>Corporations Act 2001</i> (C'th):	
..... Signature of Director	 ..... Signature of Director/Secretary ↑ SOLE
..... Name of Director	 ..... Name of Director Secretary ↑ SOLE

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Registered Mortgagee: Global Pacific Opportunity VIII Limited

Signed by Stuart Peter Dixon Smith  
as attorney for Global Pacific Opportunity  
VIII Limited under power of attorney  
registered book 4739 number 359  
in the presence of:



Signature of witness


Michelle Wang

Name of witness

1 Farrer Place, Sydney, NSW  
Address of witness 2000



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

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Registered Mortgagee: Bendigo and Adelaide Bank Limited

Signed under Power of Attorney dated 7/3/2016 for  
BENDIGO & ADELAIDE BANK LIMITED ACN 068 049 178.  
A certified copy which is filed under Permanent Order  
BK 4707 No 729.

  
Nick Kalikajaros  
Senior Relationship Manager,  
BG02

  
Andreas Deligiannis  
Relationship Officer H093




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


**PORTICO PLAZA**  
**17-19 Aurelia Street, Toongabbie, NSW 2146**

**Residential Building**


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## SECTION 1 - INTRODUCTION

### 1. BUILDING DESCRIPTION

#### 1.1 Building subject of a Strata Scheme

The Building to which these by-laws applies:

- (a) is the subject of a Strata Scheme registered under the Development Act; and
- (b) is subject to the provisions of the Management Act.

#### 1.2 Strata Management Statement

- (a) Owners and Occupiers are bound by the Strata Management Statement.
- (b) Matters relating to the Strata Management Statement are set out in Section 10.

### 2. APPROVAL

#### 2.1 Approval of the Owners Corporation

Where a by-law requires the approval of the Owners Corporation to a particular activity, unless stated otherwise in the by-law the approval may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) unless the activity is a Restricted Matter, the Strata Committee at a duly convened meeting of the Strata Committee.


#### 2.2 Approval of Minor Building Work

For the purposes of Section 8, the Functions of the Owners Corporation in approving Minor Building Work are delegated to the Strata Committee.

#### 2.3 Approval may be revoked or withheld

Approval by the Owners Corporation or the Strata Committee:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 2.4, may be granted or withheld in the absolute discretion of the Owners Corporation or the Strata Committee or be given subject to conditions.

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**2.4 Approval not to be withheld**

- (a) Neither the Owners Corporation nor the Strata Committee may withhold its approval to an application for an activity approved by a Rule.
- (b) Approval of the Strata Committee to an application for Minor Building Works cannot be unreasonably withheld and may be given subject to reasonable conditions.

**2.5 Conditions**

Owners must comply with all conditions in an approval.

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## SECTION 2 - USE OF COMMON PROPERTY

### 3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY


#### 3.1 General obligations

- (a) Owners must be adequately clothed when on Common Property.
- (b) Owners must not break a Law when on Common Property.
- (c) Owners must ensure their children:
  - (i) are accompanied by a responsible adult when playing on Common Property; and
  - (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.

#### 3.2 Prohibited behaviour

Owners must not:

- (a) make noise or behave in a way likely to interfere with another Owner's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to another Owner or to any person lawfully using Common Property;
- (c) obstruct the lawful use of Common Property by any person;
- (d) smoke while on Common Property or allow cigarette smoke to emit from their Lot;
- (e) bring, or permit to be brought, a heavy article which might cause structural damage to the Building;
- (f) damage or deface Common Property;
- (g) interfere with personal property vested in the Owners Corporation;
- (h) interfere with any of the fire services;
- (i) damage any lawn, plant, tree or garden in Common Property;
- (j) use part of a lawn, plant or garden in Common Property for their own purpose;
- (k) place, hang on or attach any item of any kind to Common Property;
- (l) attach or install a satellite dish to Common Property or a Lot that is visible from outside the Lot;

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- (m) park or stand a Vehicle on Common Property unless doing so is permitted by the By-laws;
  - (n) use or interfere with fire safety Equipment except in the case of an emergency and must not obstruct fire stairs or fire escapes;
  - (o) interfere with the operation of Equipment installed on Common Property;
  - (p) modify existing Equipment attached to Common Property (whether or not such Equipment is contained wholly within their Lot); or
  - (q) interfere with Common Property or remove an item from Common Property placed there by direction or authority of the Owners Corporation.

### 3.3 Easements

Owners must not do anything to prevent, hinder or delay a party with Functions under an Easement from carrying out those Functions.

### 3.4 Duty to notify defects to the Owners Corporation

Owners must inform the Owners Corporation of any defect they become aware of on Common Property or any property vested in the Owners Corporation.

## 4. CAR WASH BAY

### 4.1 Use of Car Wash Bay


- (a) Owners may only use the Car Wash Bay for the washing and cleaning of motor cars, motor cycles and bicycles.
- (b) Owners:
  - (i) must not park or stand a Vehicle in the Car Wash Bay for an extended or prolonged period;
  - (ii) must not permit their Invitees to park or stand a Vehicle in the Car Wash Bay;
  - (iii) must comply with the directions of the Owners Corporation in connection with access to and use of the Car Wash Bay; and
  - (iv) must comply with all Rules and Codes relating to the Car Wash Bay.

## 5. SECURITY KEYS

### 5.1 Functions of the Owners Corporation

- (a) The Owners Corporation is responsible for issuing, the programming, the coding and re-coding of Security Keys.
  - (b) Owners must return their Security Keys to the Owners Corporation for re-coding within 48 hours of being requested to do so.
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- (c) The Owners Corporation may charge an Owner a fee for:
- (i) a Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
  - (ii) coding or re-coding a Security Key.
- (d) The Owners Corporation may restrict the number of Security Keys it makes available to an Owner.
- (e) Owners Corporation may activate or de-activate Security Keys to coincide with the movement of Owners as they occupy or vacate Lots.
- (f) The Owners Corporation may require Owners to provide a bond before:
- (i) issuing a Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
  - (ii) coding or re-coding a Security Key.
- (g) The Owners Corporation may apply all or part of the bond to remedy a breach by an Owner of this by-law. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (h) Provided the Owners Corporation is satisfied there has not been a breach of this by-law by an Owner, or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the bond to the party who provided it within 7 days of the Owner satisfying its obligations in this by-law.

## 5.2 Obligations of Owners

- (a) Owners must not:
- (i) do or permit anything which may prejudice the security or safety of the Building; or
  - (ii) duplicate, or permit to be duplicated, a Security Key and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or to the Owners Corporation.
- (b) Owners must:
- (i) close all security doors and gates when they pass through them;
  - (ii) exercise great care in making a Security Key available for users of their Lot;
  - (iii) when vacating a Lot, return all Security Keys to the Owners Corporation; and
  - (iv) promptly notify the Owners Corporation if a Security Key is lost or destroyed.

## 5.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
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- (i) close off, or restrict by means of a Security Key, access to any part of Common Property or the Complex not required for access to a Lot, on either a temporary or permanent basis;
  - (ii) exclude access to any part of the Complex or Common Property as a means of monitoring the security of the Complex; and
  - (iii) restrict by means of a Security Key, access from one level of the Complex to any other level.
- (b) If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners free of charge or for a charge or bond (at the election of the Building Management Committee) the number of Security Keys which the Owners Corporation considers necessary.

#### **5.4 Agreement with a third party**

The Owners Corporation has the power to make agreements with the Facilities Manager or other parties to manage the Security Key system for a charge, and if it does, Owners must deal with that party and pay the fee or bond that party may charge for Security Keys.


### **6. MOVING AND DELIVERING**

#### **6.1 Moving and delivering Goods**

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

#### **6.2 Conditions**

- (a) Prior to transporting or delivering Goods on or to Common Property, Owners:
    - (i) must give the Owners Corporation not less than 24 hours' notice of the date and time the Goods will be transported; and
    - (ii) if the Owner has engaged a Removalist, if requested by the Owners Corporation, must give the Owners Corporation satisfactory evidence of suitable public liability or contractors all risk insurance held by the Removalist for the benefit and protection of the Owners Corporation.
  - (b) Notices to the Owners Corporation:
    - (i) must be given not less than 24 hours before the day of transportation;
    - (ii) if the day of transportation is a Saturday or Sunday, must be given no later than 12 noon on the immediately preceding Friday;
    - (iii) must identify the approximate quantity of the Goods; and
    - (iv) must include details of the Removalist (name, telephone number, mobile number, address, email address and contact name).
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- (c) Owners may only transport Goods on Common Property at the times determined by and in accordance with the directions of the Owners Corporation.
  - (d) Owners may only transport Goods in a lift if the lift has a lift protector or blanket.
  - (e) Owners must ensure they and their Removalist comply with all Rules and Codes in connection with transporting Goods on Common Property.
  - (f) Owners must ensure neither they nor their Removalist:
    - (i) obstructs Common Property when transporting Goods; or
    - (ii) interferes with the peaceful enjoyment of Common Property by another Owner.
  - (g) Owners must supervise their Removalist in order to ensure no damage is caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods.
  - (h) Owners at their own expense:
    - (i) must immediately rectify any damage caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting Goods;
    - (ii) must remove debris or other materials left on Common Property as a result of transporting Goods; and
    - (iii) must clean any part of Common Property which requires cleaning as a consequence of transporting Goods.

### 6.3 Security Deposit


- (a) Prior to transporting Goods on Common Property, if requested by the Owners Corporation, Owners must give a Security Deposit of the Security Deposit Amount to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this by-law.
- (b) The Owners Corporation may apply all or part of a Security Deposit to remedy a breach of this by-law. Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
- (c) 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 Security Deposit paid under by-law 6.3(a) (or so much of it that remains unrefunded) to the party who provided it within 7 days of the Owner completing transporting the Goods.

## 7. ACCESS TO COMMON PROPERTY BY SERVICE PROVIDERS

### 7.1 Obligations of the Owners Corporation

The Owners Corporation must put in place arrangements to allow access to the Building by Service Providers.

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## 8. WASTE DISPOSAL

### 8.1 General


- (a) Owners must not place or leave Waste anywhere on Common Property other than in accordance with this by-law or as directed by the Owners Corporation.
- (b) Owners must:
  - (i) promptly remove Waste that has spilled on Common Property; and
  - (ii) promptly clean the area on which the Waste has been spilled.

### 8.2 Obligations and Rights of the Owners Corporation

- (a) The management of Waste in the Building is the responsibility of the Owners Corporation.
- (b) The Owners Corporation must:
  - (i) ensure that, in respect of any garbage room in the Building:
    - (A) it is kept clean and orderly;
    - (B) no odours are permitted to escape from it; and
    - (C) Waste receptacles are regularly cleaned and deodorised; and
  - (ii) arrange for all Waste receptacles to be:
    - (A) taken to the designated Waste collection area on Junia Avenue the evening prior to the day of its collection (as determined by Council); and
    - (B) returned to the relevant garbage room after Waste collection.
- (c) The Owners Corporation may engage either the Council or a private contractor approved by Council to remove Waste from the Building.

### 8.3 Treating Waste


- (a) Non-recyclable material and recyclable material must be separated from each other.
- (b) Non-recyclable material must be securely wrapped in small parcels (tins or other containers must be completely drained before being wrapped).
- (c) Bottles must be completely drained.
- (d) Nothing must be placed in a Waste receptacle other than domestic Waste generated from the use of Lots.
- (e) Waste must be prepared and placed in the relevant Waste receptacles in either the Building or the Complex in accordance with the applicable recycling guidelines and waste management plan for the

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Building or the Complex (whether prepared by or for the Owners Corporation, the Building Management Committee, the Council or a relevant Authority).

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## SECTION 3 - USE OF LOTS


### 9. OCCUPATION AND USE OF LOTS

#### 9.1 General

- (a) Owners must:
  - (i) keep their Lot clean, tidy and in good repair; and
  - (ii) comply with all Laws affecting their Lot.
- (b) Owners must not:
  - (i) store or use chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;
  - (ii) use, occupy or allow their Lot to be used or occupied for:
    - (A) an unlawful purpose; or
    - (B) a purpose that may affect, lessen or damage the reputation of the Building;
  - (iii) cause annoyance, disturbance or nuisance to other Owners;
  - (iv) break a Law whilst on their Lot;
  - (v) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
  - (vi) keep anything on any part of their Lot visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
  - (vii) operate or allow to operate a device or electronic Equipment on their Lot which interferes with a domestic appliance lawfully in use in the Building or another Lot;
  - (viii) place on, attach to or hang from their Lot or Common Property an aerial, a security device or wires; or
  - (ix) install or operate an intruder alarm in their Lot which emits an audible signal.

#### 9.2 Floor coverings

Owners must keep the floor space within their Lot covered or treated to prevent the transmission of noise which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms, laundries and floor coverings installed in a Lot at the date of registration of the Strata Plan excluded).

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### 9.3 Window coverings


- (a) Owners must not:
  - (i) tint the windows or glass doors on the boundary of their Lot;
  - (ii) fix or attach any item (including curtains, blinds, shutters, sun shades, awnings and security bars) to the inside or outside of the windows or doors on the boundary of their Lot unless it is an item permitted by by-law 9.3(b).
- (b) Owners may affix or attach the following items to windows:
  - (i) after giving no less than 21 days notice to the Owners Corporation in writing as to the type, location and specifications, a window safety device which complies with the Legislation, and which is in keeping with the appearance of the Building;
  - (ii) white or neutral coloured curtains or roller blinds;
  - (iii) an item which has received the prior approval of the Owners Corporation;
  - (iv) an item which is in a class of items that has been approved by the Owners Corporation; and
  - (v) an item that is permitted by these by-laws or a registered Rule.

### 9.4 Cleaning windows and doors

- (a) Owners must clean the door and window frames on the boundary of their Lot on a regular basis (even though Common Property) to prevent corrosion, rusting and weathering.
- (b) Owners must keep clean all interior and exterior surfaces of glass in windows and doors on the boundary of their Lot (even though Common Property), unless:
  - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
  - (ii) the glass or part of glass cannot be accessed by the Owner safely or at all.
- (c) The Owners Corporation may decide:
  - (i) to keep clean such glass surface of a window or door on the boundary of a Lot; or
  - (ii) not to keep clean such glass surface of a window or door on the boundary of a Lot.

### 9.5 Balconies

- (a) Owners must not place on, attach to or hang from the Balcony of their Lot an item of any kind other than an item permitted by by-law 9.5(b).


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- (b) Owners may place furniture, pots, plants and landscaping items on the Balcony of their Lot if the item:
- (i) has received the prior approval of the Owners Corporation;
  - (ii) is in a class of items that has been approved by the Owners Corporation; or
  - (iii) is permitted by these by-laws or a registered Rule.
- (c) Owners must:
- (i) keep the Balconies of their Lot clean, tidy and in good repair; and
  - (ii) clean the Balcony rails and posts on a regular basis (even though Common Property) to prevent corrosion, rusting and weathering.
- (d) Owners must not:
- (i) use the Balcony of their Lot for storage purposes;
  - (ii) allow water to escape from the Balcony of their Lot;
  - (iii) install an automatic sprinkler system on the Balcony of their Lot;
  - (iv) install any taps or hoses on the Balcony of their Lot; or
  - (v) use any hoses on the Balcony of their Lot.

## 9.6 Barbeques

- (a) Owners must not place or operate a barbeque on the Balcony of their Lot unless:
- (i) it has received the prior approval of the Owners Corporation;
  - (ii) it is in a class of items that has been approved by the Owners Corporation; or
  - (iii) it is permitted by these by-laws or a registered Rule.
- (b) Barbeques may only be operated if they have a cover and are covered when cooking is taking place.
- (c) Owners must not:
- (i) place or operate a charcoal or wood burning barbeque on their Lot;
  - (ii) permit smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to other Owners; or
  - (iii) place or operate a barbeque within their Apartment.
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## 9.7 Car Space

- (a) Car Spaces may not be used for any purpose other than for parking motor cars, motor cycles and bicycles.
- (b) Owners must keep their Car Space clean and free from grease.
- (c) Owners must not install an over the bonnet storage unit in their Car Space unless:
  - (i) it has received the prior approval of the Owners Corporation;
  - (ii) it is in a class of items that has been approved by the Owners Corporation; or
  - (iii) it is permitted by these by-laws or a registered Rule.
- (d) Owners must not enclose their Car Space.
- (e) Only registered and roadworthy motor cars, motor cycles and bicycles may park or stand in a Car Space.
- (f) Repair work may not be carried out in a Car Space.


## 9.8 Storage Space

Owners:

- (a) must keep their Storage Space clean and tidy;
- (b) must keep clear the fire sprinklers and any grille associated with an adjoining plant room, in their Storage Space;
- (c) must not store commercial, dangerous or inflammable material in their Storage Space; and
- (d) may only use their Storage Space for storing household items associated with the use of their Lot and for no other purpose.

## 9.9 Commercial operations

- (a) The Owners Corporation must be notified by an Owner:
    - (i) who is carrying out or intends to carry out; or
    - (ii) who permits or intends to permit any person to carry out,commercial operations from their Lot.
  - (b) An Owner must not carry out commercial operations from their Lot without prior written approval of the Owners Corporation.
  - (c) The Owners Corporation must be notified by the Owner of a Lot if there is any change in the use of the Lot.
-

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- (d) On request by the Owners Corporation, each Owner must give the Owners Corporation a copy of the consents it holds in connection with commercial operations being carried out in their Lot.

#### 9.10 False fire alarms

Owners must compensate the Owners Corporation the costs incurred by it for any false fire alarm caused by the Owner or emanating from the Owner's Lot for any reason. The Owners Corporation may assume a false fire alarm was caused by an Owner or emanated from a Lot if it is so advised by Fire and Rescue NSW or a fire monitoring contractor engaged by the Owners Corporation.

#### 9.11 Limitation on numbers


- (a) The number of adults who may reside in an Apartment who are not related to each other is limited to 2 adults for each bedroom.
- (b) For the purposes of this by-law:
- (i) a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval; and
  - (ii) a person is related to another person who resides in the Apartment if:
    - (A) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, niece, nephew or cousin of the other person; or
    - (B) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner; or
    - (C) the person is the spouse or de facto partner of the other person; or
    - (D) the person is the carer of, or is cared for by, the other person; and
    - (E) a person who is also an Aboriginal person or Torres Strait Islander is also related to another person if the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

### 10. ACCESS THROUGH LOTS

#### 10.1 Owners Corporation may have access

The Owners Corporation, by its agents, employees and contractors, with or without tools and materials, may enter, have access to and go through a Lot or any part of a Lot for the purposes of:


- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by an Authority;
- (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act;

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- (d) carrying out work required to be carried out by the Owners Corporation in accordance with it rights, duties and obligations in the By-laws;
  - (e) carrying out work to the gardens, planter boxes and landscaped areas in Common Property adjacent to or near the Lot;
  - (f) cleaning the windows in the Building and for those Lots with courtyards, for the purposes of allowing the window cleaners to exit the Building through the courtyard; and
  - (g) accessing anchor points attached to Common Property adjacent to or near the Lot.

## 10.2 Obligations of Owners

- (a) Owners must permit the Owners Corporation to temporarily store necessary Equipment or material on their Lot in order for the Owners Corporation to undertake a right, duty or obligation in this by-law.
  - (b) Owners must not obstruct or hinder the Owners Corporation in the exercise of a right, duty or obligation in this by-law.
  - (c) If access is required through a Car Space and if requested by the Owners Corporation, the Owner must temporarily move any Vehicle from the Car Space.
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## SECTION 4 - RIGHTS AND CONDUCT OF THE OWNERS CORPORATION

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### 11. RULES

#### 11.1 Power of the Owners Corporation to make Rules

The Owners Corporation may make and register Rules relating to matters associated with:

- (a) the use and management of the Building;
- (b) the use of Lots;
- (c) the security and control of the Building;
- (d) the manner of treating windows and doors of Lots;
- (e) the type of bars, screens (whether security screens or insect screens), grilles, locks or other safety devices on the interior or exterior of external windows and doors in Lots;
- (f) the appearance of Lots;
- (g) the appearance of the Building;
- (h) the type of items that may be placed on Balconies; and
- (i) any other matter determined by the Owners Corporation.

#### 11.2 Amending or replacing Rules

- (a) The Owners Corporation may amend or replace a Rule by registering the amendment.
- (b) The Owners Corporation must display a new or amended Rule on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) Owners must send a copy of a new Rule to the Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.


#### 11.3 Owners and Occupiers bound

Owners and Occupiers are bound by registered Rules and must comply with them at all times.

#### 11.4 Breach

Breach of a registered Rule will be regarded as, and deemed to be, a breach of the By-laws.

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## 12. PROVISION OF AMENITIES OR SERVICES

### 12.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to one or more Owners, including (this list is not exhaustive):

- (a) window cleaning;
- (b) Waste disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).


### 12.2 Services fee

The Owners Corporation may charge Owners for providing an amenity or a service.

## 13. REMEDY AGAINST OWNER

### 13.1 Rights of Owners Corporation

- (a) The Owners Corporation may do anything on or in connection with a Lot which should have been done by the Owner of the Lot either under the By-laws, under a Rule or pursuant to a Law, but which has not been done, or has not been done properly.
  - (b) In carrying out its Functions in this by-law, the Owners Corporation may:
    - (i) enter and remain on the Lot for as long as it is necessary;
    - (ii) carry out the act or thing; and
    - (iii) recover appropriate costs from the Owner of the Lot.
  - (c) The Owners Corporation may recover monies owing to it under this by-law as a debt in any competent court of jurisdiction.
  - (d) During the period an amount payable under this by-law remains unpaid by the Owner, interest on that unpaid amount is payable to the Owners Corporation by the Owner, such interest to be payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.
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## SECTION 5 - RIGHTS AND CONDUCT OF OWNERS

### 14. APPLICATIONS, COMPLAINTS AND REPORTING

#### 14.1 Obligations of Owners

An application or complaint or reporting of an activity to the Owners Corporation, unless stated otherwise in a by-law must be made or reported to:


- (a) the Strata Managing Agent, if one has been appointed; and
- (b) to the Building Manager, if one has been appointed (in addition to the Strata Managing Agent); or
- (c) to a member of the Strata Committee, if neither a Strata Managing Agent or a Building Manager has been appointed.

### 15. LEASE OR LICENCE OF LOTS

#### 15.1 Obligations of Owners

Owners:

- (a) must ensure the Occupier of their Lot has a copy of the most recent version of the By-laws, Rules and Codes (including all amendments or changes from time to time);
- (b) must act promptly to comply with any notice the Owner may receive from the Owners Corporation, the Strata Committee, the Strata Managing Agent or the Building Manager regarding the Occupier of the Lot;
- (c) must take all reasonable action available to ensure the Occupier of the Lot complies with the By-Laws, Rules and Codes;
- (d) must ensure the term of any lease does not contravene any Law or Development Consent;
- (e) must take all reasonable action available to ensure the Occupier of their Lot complies with any notice the Occupier receives from the Owners Corporation in connection with the Occupier's use and occupation of the Lot;
- (f) prior to the commencing date of a Rental Agreement in respect of the Lot, must give the Owners Corporation a copy of the Rental Agreement (commercial terms may be excluded); and
- (g) prior to permitting an Occupier to take possession of the Lot, must give the Owners Corporation full details of the Occupier, the Occupier's contact details (name, telephone number, mobile number, address and email address) and the name and contact details of the rental agent (name, telephone number, mobile number, address, email address and contact name).

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## 15.2 Obligations of Occupiers

Occupiers:

- (a) must comply with the By-laws, Rules and Codes;
- (b) must promptly comply with all notices it receives from the Owners Corporation, the Strata Committee, the Strata Managing Agent or the Building Manager;
- (c) when requested to do so, must give the Owners Corporation a copy of the front page of its Rental Agreement;
- (d) when requested to do so, must promptly give the Owners Corporation the Occupier's contact details (name, telephone number, mobile number, address and email address); and
- (e) when requested to do so, must promptly give the Owners Corporation the Occupier's photo identification.

## 16. COMPENSATION TO OWNERS CORPORATION

### 16.1 Damage

Owners:

- (a) must compensate the Owners Corporation for any damage to Common Property or any property vested in the Owners Corporation caused by them or their Invitees; and
- (b) must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of any act or omission of the Owner or the Owner's Invitees.

### 16.2 Costs


Costs incurred by the Owners Corporation under this by-law (including legal costs and disbursements on an indemnity basis) may be recovered as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

## 17. LAWS AND REQUIREMENTS

### 17.1 Obligations of Owners

When in the Building, occupying their Lot, or exercising a Function under these by-laws, Owners must:

- (a) comply with the requirements of all Laws and the requirements of, and notices from, all Authorities;
- (b) obtain and comply with all relevant Development Consents;
- (c) if Development Consent is required to conduct an activity on their Lot, not conduct that activity without that consent;

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- (d) not use or occupy their Lot, or permit any other person to do so, in contravention of a Law or without the requisite Development Consent;
  - (e) comply with a notice issued to them by the Owners Corporation seeking them or their Invitees to comply with, or to desist from breaching:
    - (i) a Law;
    - (ii) a requirement of, or notice issued by, an Authority; or
    - (iii) a condition in a Development Consent;
  - (f) ensure their Invitees:
    - (i) comply with the requirements of all Laws and Authorities applicable to, or to the use of, their Lot or the Building; and
    - (ii) comply with a Development Consent applicable to, or to the use of, their Lot or the Building.

## **18. INVITEES**

### **18.1 Obligations of Owners**

- (a) Owners are responsible for the actions of their Invitees.
- (b) Owners must take all reasonable steps to ensure their Invitees comply with the By-laws.
- (c) If an Owner cannot comply with by-law 18.1(a), then that Owner must:
  - (i) withdraw their consent to their Invitee being on or remaining in the Building; and
  - (ii) request that Invitee immediately leave the Building.
- (d) If the By-laws prohibit an Owner from doing a thing, the Owner must not allow their Invitee to do that thing.
- (e) Owners must ensure their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Invitee in the Building.
- (f) Owners must reimburse the Owners Corporation any cost, expense or charge incurred by the Owners Corporation as a result of any act or omission of their Invitees or as a result of their Invitees breaching the By-laws.


## **19. SIGNS**

### **19.1 Prohibited**

Owners must not attach, erect or exhibit a Sign to or on Common Property or their Lot which is visible from outside their Lot.

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## 19.2 Qualification

The provisions of this by-law do not apply to a Sign attached, erected or exhibited:

- (a) on any part of the Building by the Original Owner, a party on behalf of the Original Owner or a party authorised by the Original Owner;
- (b) on any part of the Building by the Building Manager or a party on behalf of the Building Manager in connection with a service or duty provided by the Building Manager to the Owners Corporation; or
- (c) on any part of the Building pursuant to the right to do so under an Common Property Rights By-law or Easement.


## 20. INSURANCE PREMIUMS

### 20.1 Obligations of Owners

- (a) Unless there is prior written consent of the Owners Corporation, Owners may not do or permit anything which may invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.
- (b) Owners must immediately notify the Owners Corporation of any activity carried out, intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

### 20.2 Owner liable

- (a) Consent under by-law 20.1(a) allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.
- (b) Owners must pay the amount by which an insurance premium may increase as a result of an activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

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## SECTION 6 - PETS

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### 21. KEEPING OF PETS

#### 21.1 Pet Register

The Owners Corporation must establish and keep at all times a Pet Register recording all relevant information it has received in connection with pets kept in the Building.


#### 21.2 Permitted

- (a) Subject to this by-law 21, Owners may keep on their Lot the following pets:
  - (i) up to 2 cats, or up to 2 dogs or one cat and one dog; and
  - (ii) up to 10 fish in a secure and watertight tank; and
  - (iii) up to 2 birds in a cage or cages (not being poultry); and
  - (iv) up to 2 reptiles; and
  - (v) a small animal being kept on a temporary basis by a WIRES Carer.
- (b) A pet permitted under this by-law must be recorded on the Pet Register, including Assistance Animals, Guide Dogs and an animal kept by a WIRES Carer.
- (c) The right to keep a pet on a Lot includes the right to access parts of Common Property for the purposes of taking the pet to and from the Lot.

#### 21.3 Notification

Owners who keep or intend to keep a pet on their Lot must give the Owners Corporation the following information for inclusion in the Pet Register:

- (a) for all pets:
    - (i) its species;
    - (ii) its breed;
    - (iii) its name; and
    - (iv) its sex; and
  - (b) if the pet is a dog or a cat:
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- (i) a photograph sufficient to identify it;
  - (ii) its microchip number;
  - (iii) whether it has been spayed or neutered; and
  - (iv) evidence it has been registered with the appropriate Authority.

#### 21.4 Prohibited


The following are not permitted to visit or be kept on a Lot or Common Property:

- (a) an animal that does not satisfy the requirements of by-law 21.2 with the exception of Assistance Animals, Guide Dogs and an animal being kept by a WIRES Carer on a temporary basis (which animals are permitted notwithstanding non-compliance with by-law 21.2(b));
- (b) a dog that is vicious or aggressive;
- (c) a dog or cat that is not registered with the appropriate Authority;
- (d) a dog which is declared dangerous under the *Companion Animals Act 1998* (NSW); or
- (e) a dog which the Australian Government prohibits from importation into Australia.

#### 21.5 Obligations of Owners

In relation to a pet owned or in the care of an Owner or owned or in the care of an Invitee of an Owner, the Owner must:

- (a) clean up all excrement or refuse left upon Common Property by the pet;
  - (b) make good, or bear the cost of making good, damage to Common Property by the pet;
  - (c) ensure the pet is under control or otherwise contained when on Common Property;
  - (d) ensure the pet does not cause annoyance, disturbance or nuisance to other Owners;
  - (e) ensure the pet does not wander onto another Owner's Lot or onto Common Property;
  - (f) ensure the living quarters of the pet are maintained in a manner to prevent odours escaping from the Lot; and
  - (g) ensure the pet's waste is treated and disposed of and, without limiting the generality of this by-law, ensure:
    - (i) all waste from the pet is double-bagged or placed in large, strong bags; and
    - (ii) litter is not to be placed in toilets.
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**21.6 Right to keep**

Subject only to by-law 21.7, Owners are entitled to keep for the balance of its life, any pet on the Pet Register, notwithstanding anything else to the contrary in the By-laws.

**21.7 Compliance**


(a) If the Owners Corporation, acting reasonably, forms the view:

- (i) a pet is or has become vicious or aggressive; or
- (ii) there is a breach of any part of by-law 21.5 on a continuing basis,

the Owners Corporation may serve a notice on the Owner of the Lot containing that pet requesting that the pet is permanently removed from the Building.

(b) An Owner who has received a notice from the Owners Corporation under by-law 21.7(a) must comply with the requirements of the notice within 14 days of receiving it.

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## SECTION 7 - PARKING

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### 22. VISITOR CAR SPACES

#### 22.1 Use of Visitor Car Spaces

- (a) Owners must not park or stand a vehicle in a Visitor Car Space.
- (b) Owners must not permit any person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner (being a person who stays in that Owner's Lot for not more than 24 consecutive hours at any one time).
- (c) If the Owners Corporation requires information about a visitor's Vehicle before use of the Visitor Car Spaces, Owners must give the Owners Corporation that information before that visitor may access the Building or use a Visitor Car Space.

### 23. DISABLED CAR SPACES


#### 23.1 Use of Disabled Car Spaces

- (a) Owners must not park or stand a vehicle in a Disabled Car Space.
- (b) Owners must not permit any person to park or stand a Vehicle in a Disabled Car Space unless that person is genuinely entitled to do so.
- (c) If the Owners Corporation, requires information about a party's Vehicle before use of the Disabled Car Spaces, Owners must give the Owners Corporation that information before that party may access the Building or use a Disabled Car Space.

### 24. CAR PARK MANAGEMENT SYSTEM

#### 24.1 What is the Car Park Management System

- (a) The Car Park Management System is the set of rules and procedures regulating the use of the Car Park. It includes:
    - (i) the obligations of the Parties in this clause 24; and
    - (ii) the rules and procedures of the Building Management Committee made in accordance with this clause 24.
  - (b) The Car Park Management System relates to the following:
    - (i) regulating the use of Car Spaces, Visitor Car Spaces and Disabled Car Spaces;
    - (ii) contains rules and procedures about parking in the Complex and the use of Car Spaces, Visitor Car Spaces and Disabled Car Spaces;
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(iii) contains enforcement procedures about parking in the Complex and the use of Car Spaces, Visitor Car Spaces and Disabled Car Spaces; and


(iv) matters relevant to a Car Park Register and the rules and procedures relating to the use of the Car Park Register.

## 24.2 Right in Owners Corporation

- (a) The Owners Corporation may make rules and introduce procedures about matters referred to in clause 24.1(b).
- (b) The Owners Corporation may refuse access to the Complex to any Vehicle that does not comply with the Car Park Management System.
- (c) The Building Management Committee may:
  - (i) erect items on any part of the Complex to regulate parking (such as signage, security cameras, barriers (physical or electronic));
  - (ii) enter into arrangements with third parties in connection with matters relating to the Car Park System;
  - (iii) enter into arrangements with an Authority in connection with matters relating to the Car Park System; and
  - (iv) immobilise Unauthorised Vehicles or entering into an arrangement with another party to do so (subject to all relevant Laws).

## 24.3 Obligations of Owners

- (a) Owners:
  - (v) are bound by, and must comply with, the Car Park Management System;
  - (vi) must ensure their Invitees comply with the Car Park Management System;
  - (vii) must comply with the directions of the Owners Corporation given in accordance with the Car Park Management System; and
  - (viii) must ensure their Invitees comply with the directions of the Owners Corporation given in accordance with the Car Park Management System.
- (b) Owners:
  - (i) must not park or stand a Vehicle anywhere in the Building other than in their own Car Space (if they have one);
  - (ii) must not permit any of their Invitees to park or stand a Vehicle anywhere in the Building (unless it is in the Owner's own Car Space (if they have one) or in a Visitor's Car Space in accordance with the requirements of by-law 22); and

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- (iii) must not give a person a key or Security Key to the Building for the purposes of allowing that person to park or stand a Vehicle in the Building.
  - (c) Owners acknowledge that if they breach this by-law their Vehicle may be immobilised. Owners consent to the Owners Corporation, either by its employees or by a third party contractor, immobilising their Vehicle if this by-law is breached.
  - (d) Owners whose car is immobilised agree as follows:
    - (i) they are responsible for all costs and expenses incurred by the Owners Corporation and any third party contractor in immobilising their Vehicle (these include legal costs and disbursements and the costs and disbursements of the Strata Managing Agent);
    - (ii) they will be required to pay these costs and expenses prior to the release of their Vehicle; and
    - (iii) the Owners Corporation may recover from them as a debt all costs and expenses incurred by the Owners Corporation in carrying out its functions in this by-law.

#### **24.4 Car Park Register**

- (a) The Car Park Register may contain Vehicle Information for the following Vehicles:
  - (i) those owned or used by Owners and Occupiers;
  - (ii) those owned or used by their Invitees;
  - (iii) those owned by any party under their control.
- (b) If required by the Owners Corporation, Owners:
  - (i) must give the Owners Corporation the Vehicle Information for all Vehicles owned or used by them and any other party occupying their Lot;
  - (ii) must ensure that information is always up to date; and
  - (iii) must give that information within 21 days of a request for it from the Owners Corporation.
- (c) The Owners Corporation may send a notice to an Owner requesting the Vehicle Information if the Owners Corporation is of the view the information it has in respect of that Owner's Lot is not up to date. The Owners Corporation may recover its costs for doing so from the Owner as a debt due to the Owners Corporation.

#### **24.5 Unauthorised Use**


- (a) If there is a breach of any of by-laws (a) to 24.4, the Owners Corporation may:
    - (i) place a Notification on the Unauthorised Vehicle or send a Notification to the relevant Owner;
    - (ii) issue more than one Notification throughout the duration of the breach from the relevant
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Owner;

- (iii) recover the following amounts as a debt to the Owners Corporation from the relevant Owner:
  - (A) the fee for each occasion a Notification is placed on an Unauthorised Vehicle or sent to an Owner; and
  - (B) the expense incurred by the Owners Corporation for doing so.
- (b) For the avoidance of doubt, if the Owners Corporation issues more than one Notification throughout the duration of the breach, it may recover as a debt from the Owner the cost multiplied by the number of Notifications it issues.
- (c) The following persons are liable to pay the Owners Corporation as a debt the amounts referred to in by-law 24.5(a)(iii) (if more than one person, they are jointly and severally liable):
  - (i) the Owner who parked the Unauthorised Vehicle;
  - (ii) the Owner who owns or has a legal interest in the Unauthorised Vehicle;
  - (iii) the Owner controlling the use of the Unauthorised Vehicle;
  - (iv) the Owner of any Lot tenanted or occupied by a person who breaches these by-laws; and
  - (v) the Owner of a Lot who has permitted or authorised the parking of an Unauthorised Vehicle.
- (d) The Owners Corporation may issue an invoice to any person referred to in by-law 24.5(c) for any amount due under this by-law. The invoice may be sent by being left at the Lot of the Owner to whom it is addressed. If the Owner to whom it is to be sent has notified the Owners Corporation of an address for service of notices, the invoice may be sent to that address.
- (e) Any debt which arises under this by-law is due and payable to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
- (f) The Owners Corporation may recover as a debt all its costs and expenses of any kind incurred in the recovery of the debt due to it under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
  - (i) all amounts payable by the Owners Corporation to its Strata Managing Agent;
  - (ii) the cost of issuing an invoice for the debt; and
  - (iii) all legal costs and expenses in connection with the recovery of the debt.
- (g) A cost or expense recoverable under this by-law becomes due and payable at the time the Owners Corporation becomes liable to pay the cost or expense.
- (h) Interest at the same rate payable on unpaid levies under the Management Act is payable on any amount due under this by-law but not paid within 30 days of the due date. Interest is calculated on daily balances from and including the date on which the payment was due until the date it is paid.



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- (i) The amount stated in any invoice or statement issued by the Owners Corporation or its Strata Managing Agent as the amount due under this by-law is conclusive evidence of the amount stated.
  - (j) The Owners Corporation may engage the Building Manager or a third party to assist it with its Functions in this Section, in which case that party may issue Notifications, serve invoices and recover costs as if it were the Owners Corporation.
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## SECTION 8 - WORK

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### 25. WORK TO WHICH THIS SECTION APPLIES

#### 25.1 Work

This Section applies to:

- (a) Cosmetic Building Work;
- (b) Minor Building Work; and
- (c) Major Building Work.


### 26. APPROVAL

#### 26.1 Approval required

- (a) Owners must not carry out or commence to carry out Work without following the procedures in this Section.
- (b) Cosmetic Building Work may be carried out without the approval of the Owners Corporation or the Strata Committee.
- (c) Minor Building Work may only be carried out with the approval of the Strata Committee and by otherwise following the procedures in this Section.
- (d) Major Building Work may only be carried out with the approval of the Owners Corporation in general meeting by way of special resolution (and if necessary supported by the relevant by-law) and by otherwise following the procedures in this Section.
- (e) Common Property Rights By-law Work may only be carried out if the subject of a registered Common Property Rights By-law and by otherwise following the procedures in this Section.

#### 26.2 Approval to Minor Building Work

- (a) The approval of the Strata Committee may be given subject to reasonable conditions and cannot be unreasonably withheld.
  - (b) If the work is installing or replacing wood or hard floors, then the Strata Committee may require as a condition of its approval a report from a properly qualified consultant specifying the proposed acoustic treatment together with certification from the consultant once the work is completed so as to ensure the work does not result in a breach of by-law 9.2.
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## 26.3 Approval to Major Building Work

- (a) In addition to the information required by by-law 27, when carrying out Major Building Work the application to the Owners Corporation must be accompanied by:
- (i) a draft of the special resolution sought by the Owner authorising the carrying out of the work; and
  - (ii) if the ongoing maintenance of Common Property affected by or the subject of the work is to be the responsibility of the Owner:
    - (A) a draft of the by-law to that effect;
    - (B) the Owner's written consent to the making of the by-law; and
    - (C) any fee prescribed by the Owners Corporation for the purposes of making the by-law.

## 27. CARRYING OUT WORK

### 27.1 The application


The application for approval to Work must include the following:

- (a) any fee prescribed by the Owners Corporation;
- (b) a general description of the proposed work;
- (c) detailed plans and specifications for the work;
- (d) if relevant, a report from a properly qualified engineer concerning the impact of the work on the structural integrity of the Building;
- (e) if relevant, information on the type, make and size of machinery the subject of the work (including details of manufacturers and suppliers);
- (f) information on all approvals, consents and permits required for the work;
- (g) copies of all approvals, consents and permits obtained for the work;
- (h) details of persons carrying out the work, including qualifications to carry out the work; and
- (i) arrangements to manage any resulting rubbish or debris.

### 27.2 Pre-conditions to commencing Work

Building Work may not commence unless:

- (a) the relevant approval of the Strata Committee or the Owners Corporation has been obtained to the work;

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- (b) (if applicable) the appropriate by-law has been registered;
  - (c) (if applicable) all necessary consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
  - (d) (if applicable) all relevant insurances are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
  - (e) (if applicable) the bond required by the Owners Corporation, has been paid to the Owners Corporation;
  - (f) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the work;
  - (g) the Owners Corporation has been given details of the builder/contractor carrying out the work (and a point of contact (including name and telephone number));
  - (h) any fee required by the Owners Corporation in connection with the work has been paid; and
  - (i) all reasonable fees requested by the Owners Corporation have been paid for:
    - (i) reviewing the proposal (including legal and consultant's fees);
    - (ii) convening any relevant meeting (including the strata managing agent's fees); and
    - (iii) registering the relevant by-law.

### 27.3 Access to Common Property

Owners who have received approval to carry out Work may access all relevant parts of Common Property for such reasonable time as may be necessary to carry out the work (or for such time as nominated in an approval).

### 27.4 Bond


In processing an application for Major Building Work, the Owners Corporation may require the payment of a bond:

- (a) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation as a result of the work;
- (b) to be applied by the Owners Corporation towards rectification of possible damage to Common Property as a result of the work; or
- (c) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its Functions associated with the work.

### 27.5 Conditions when carrying out Work

When carrying out Work, Owners must:

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- (a) comply with the reasonable requirements of the Owners Corporation and the conditions in any consent from the Strata Committee and the Owners Corporation;
- (b) ensure the work is carried out in a competent and proper manner;
- (c) use only qualified and, where appropriate, licensed tradesmen;
- (d) ensure the work is carried out without undue delay;
- (e) ensure no materials, tools, rubbish or debris are left lying on Common Property;
- (f) cause as little disturbance as is practicable to other Owners;
- (g) ensure any damage caused to any part of the Common Property by carrying out the work is repaired;
- (h) ensure any damage to the property of another Owner by carrying out the work is repaired; and
- (i) ensure the work is only carried out within the times permitted by a Development Consent or if there is no Development Consent within times prescribed by the Owners Corporation.

#### 27.6 Completion of Work

On completion of Work, Owners must:

- (a) ensure all rubbish and debris caused by the work is removed from the Building and environs;
- (b) ensure Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the work;
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work does not impact on the structural integrity of the Building; and
- (e) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed work complies with all approvals and consents.


#### 27.7 Work must comply with Laws and requirements of Authorities

Owners who have carried out Work must ensure the completed work complies with the requirements of all Laws and Authorities and does not result in the Owners Corporation breaching a Law or the requirement of a Authority.

#### 27.8 Indemnity

Owners who have carried out Work agree to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) as a result of the work (including costs to approve the work); and

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- (b) arising out of damage to property (including Common Property) or injury to persons as a result of the work or resulting from the work once completed.

## **27.9 Right of Owners Corporation to remedy**

At its election, the Owners Corporation may:

- (a) perform an obligation which an Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of a Lot to carry out a Function in this by-law; and
- (c) recover its costs incurred in carrying out its Functions in this by-law (including legal costs and disbursements on an indemnity basis) as a debt due and owing to the Owners Corporation, together with interest, such interest being payable on demand and calculated on daily balances at the same rate as interest on unpaid levies under the Management Act.

## **27.10 Future alterations to Work**

Owners must not make alterations, additions or modifications to Work, once completed, without following the procedures in this by-law.

## **27.11 Work not permitted to remain**

Owners may not keep on their Lot or Common Property Work which has not been approved in accordance with this Section.

## **27.12 Development Consent**

Consent by the Owners Corporation to a Development Application must not be regarded as consent by the Owners Corporation to carry out the Work the subject of the Development Application.

## **27.13 Cosmetic Building Work**

By-law 27 (other than by-laws 27.5(g) and 27.5(h)) does not apply to Cosmetic Building Work.

## **28. GENERAL**


### **28.1 Occupiers**

- (a) References in this Section to "Owner" do not include the Occupier of the Lot.
- (b) Occupiers are not permitted to, and must not, carry out Work of any kind.

### **28.2 Original Owner**

Other than as required by the Legislation, the provisions of this Section do not apply to the Original Proprietor.

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## SECTION 9 – STRATA MANAGEMENT STATEMENT

### 29. STRATA MANAGEMENT STATEMENT

#### 29.1 What the Strata Management Statement is about

The Strata Management Statement the subject of this Section:

- (a) is the instrument registered with the Strata Plan;
- (b) governs the relationship between the Owners Corporation and the other parties to the Strata Management Statement in connection with matters relating to the management of the buildings the subject of the statement and in connection with matters relating to the Shared Facilities; and
- (c) contains rules in connection with the Shared Facilities.

#### 29.2 By-laws


The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the By-laws, Rules or Codes are inconsistent with the terms of the Strata Management Statement.

#### 29.3 Power to enter into the Strata Management Statement

The Owners Corporation has the power to enter into the Strata Management Statement and to appoint a Representative and Substitute Representative on the Building Management Committee.

#### 29.4 Representative of the Building Management Committee

- (a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by by-law 29.4(b).
- (b) Subject to the provisions of by-law 29.4(e), the Representative and Substitute Representative must be one of the members of the Strata Committee. The Strata Committee must appoint one of its members to be its Representative and Substitute Representative on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Strata Committee, as the Strata Committee considers appropriate.
- (c) The Strata Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.
- (d) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Strata Committee (or the Owners Corporation in general meeting) when performing

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their respective rights, duties and obligations as the appointed Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.

- (e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management Committee, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

#### **29.5 Consent of the Building Management Committee**

- (a) The granting of consent to an Owner under the By-laws to the doing of an act is not to be regarded as consent from the Building Management Committee to the act.
- (b) If the consent of the Building Management Committee is required to the doing of an act, then the Owners Corporation or an Owner who wishes to do the act must procure the consent of the Building Management Committee before doing the act.

#### **29.6 Compliance with the Strata Management Statement and the directions of the Building Management Committee**

The Owners Corporation and every Owner must comply with:

- (a) their respective obligations in the Strata Management Statement; and
- (b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their respective rights, duties and obligations under the Strata Management Statement.


#### **29.7 Shared Facilities**

- (a) In respect of any Shared Facility which is located on or in Common Property, the Owners Corporation:
- (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
  - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.
- (b) In respect of any Shared Facility which is located within a Lot, the Owner of that Lot:
- (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
  - (ii) must not restrict access to that Shared Facility to any party who is entitled to access under the Strata Management Statement.


#### **29.8 Building Management Committee to assume some Functions**

In circumstances where a by-law applies to a certain activity (such as security keys (by-law 5), moving and deliveries (by-law 6), waste disposal (by-law 8) and the Car Park Management System (by-law 22) and that activity is also regulated by the Strata Management Statement, then:



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- (a) those activities are regulated by the Strata Management Statement rather than these by-laws;
- (b) the relevant Function is the responsibility of the Building Management Committee rather than the Owners Corporation.
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## SECTION 10 – COMMON PROPERTY RIGHTS BY-LAWS

### 30. ABOUT THE BY-LAWS IN THIS SECTION

#### 30.1 What Common Property Rights By-laws do

- (a) A Common Property Rights By-law confers on the Owner of the Lot the subject of the by-law:
  - (i) a right of exclusive use and enjoyment of the whole or a specified part of the Common Property; or
  - (ii) special privileges in respect of the whole or a specified part of the Common Property.
- (b) An Owner with the benefit of a Common Property Rights By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the by-law. The Owner remains responsible to the Owners Corporation to comply with the by-law.
- (c) A Common Property Rights By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.
- (d) The approval of the Owner with the benefit of a Common Property Rights By-law must be obtained to the creation of an Easement which affects or relates to the Common Property the subject of the by-law. Approval must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the by-law or the Owner's use of the Common Property the subject of the by-law.


#### 30.2 Inconsistency with other by-laws

If there is inconsistency between a Common Property Rights B-law and any other by-law, the Common Property By-law prevails to the extent of the inconsistency.

### 31. EXCLUSIVE USE AND SPECIAL PRIVILEGES

#### 31.1 Common Property Rights By-law Table

- (a) Section 11 contains the Common Property Rights By-law Table which:
  - (i) describes the exclusive use rights and special privileges;
  - (ii) identifies those Lots for which the Owner has an exclusive use right or special privilege; and
  - (iii) identifies the party with the maintenance and repair responsibility in respect of those rights and privileges.
- (b) Reference to a "column" is a reference to a column in the Common Property Rights Table.

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### 31.2 Exclusive use and special privilege


The Benefited Lot Owner identified in column 3 has the exclusive use rights and special privileges identified in column 2.

### 31.3 Maintenance and repair

- (a) The party identified in column 4 is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property the subject of the exclusive right or special privilege.
- (b) Where the Owners Corporation has the responsibility for the maintenance and repair of a Common Property Item:
  - (i) in accordance with its right to do so under section 143 of the Management Act, the Owners Corporation may require the payment of money by the Owner or Owners who have the exclusive use right or special privilege in the manner provided by this Section; and
  - (ii) each Benefited Lot Owner must pay that fee according to the proportion the unit entitlement of its Lot bears to the aggregate unit entitlement of all Lots having the exclusive use or special privilege.
- (c) If column 5 indicates that the Owners Corporation has the maintenance and repair responsibility, then column 5 will also indicate whether the Owners Corporation has the right to recover the costs from a Benefited Lot Owner under by-law 32.

### 31.4 Other obligations in connection with Common Property Items

- (a) The party with the responsibility for the maintenance and repair of a Common Property Item must:
  - (i) regularly clean the item;
  - (ii) keep it in a safe and good state of serviceable repair;
  - (iii) replace the item if and when necessary;
  - (iv) where it would be usual or good practice to do so, have in place a maintenance contract for the item;
  - (v) where it would be usual or good practice to do so, or the requirement of a Law or an Authority to do so, cause to have prepared the required certificates for the item;
  - (vi) insure the item (if appropriate) or pay any increase in the premium for the Owners Corporation insurance;
  - (vii) pay all electricity costs (where relevant) and water meter costs (where relevant) in connection with the item; and
  - (viii) comply with the requirements of, and notices issued pursuant to or by, all Laws and

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Authorities in connection with the item.

- (b) Except as permitted by this by-law, nothing in this Section gives a Benefited Lot Owner the right to make alterations, additions or changes to a Common Property Item.

### 31.5 Rights in connection with Common Property Items

A party with the exclusive use of a Common Property Item (not being the Owners Corporation) also has the following special privileges in connection with that Common Property Item:

- (a) to renew or replace the item with an item of an identical style, size, shape, colour and in an identical position as the original item;
- (b) to access all relevant parts of Common Property for such time as may be necessary for the purposes of carrying out Function in this Section; and
- to penetrate all relevant parts of Common Property for the purposes of carrying out a Function in this Section.

## 32. COMMON PROPERTY RIGHTS BY-LAW WORK

### 32.1 Common Property Rights By-law Work

A party with the right to carry out work under a Common Property Rights By-law must comply with those parts of Section 8 that apply to Common Property Rights By-laws.


## 33. PROCEDURES FOR COST RECOVERY BY OWNERS CORPORATION

### 33.1 When this by-law applies

This by-law applies if by-law 31.3(b) applies.

### 33.2 Obligations of Owners Corporation

- (a) At each annual general meeting, the Owners Corporation:
- (i) must estimate how much money it will need to meet its obligations in respect of the Common Property Items for which it has the repair and maintenance responsibility for the 12 months following the meeting; and
- (ii) based on those estimates must make a determination of the amount to be paid by each Owner in accordance with by-law 31.3(b)(ii).
- (b) When preparing the estimates, the Owners Corporation may include an amount to cover the long term estimated expenditure for a Common Property Item.
- (c) Following each annual general meeting, the Owners Corporation must give each Benefited Lot Owner regular invoices for the 12 month period following the meeting based on the determination made at the meeting.
- (d) Invoices to each Benefited Lot Owner for each 12 month period:
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- (i) must be based on the determination made at the relevant meeting; and
  - (ii) must set out the time for payment (which must be in advance and which may be either quarterly at the same time as contributions to the administrative fund and the capital works fund or such other period as reasonably determined by the Owners Corporation).
  - (e) If expenditure for a 12 month period exceeds the amount determined for that period, then the Owners Corporation may issue additional invoices to cover that expenditure.
  - (f) If expenditure for a 12 month period is less than the amount determined for that period, then at the direction of the majority of Benefited Lot Owners, the Owners Corporation may reimburse the overpayment in the same proportions as the payments were made.
  - (g) The Owners Corporation:
    - (i) must deposit in the appropriate account the amounts collected by it;
    - (ii) must keep proper records and books of account of matters in connection with its obligations in this Section; and
    - (iii) if an auditor is appointed, must have the income and expenditure the subject of this Section audited in the same manner as other expenditures of the Owners Corporation.

### 33.3 Obligations of Benefited Lot Owners

- (a) Each Benefited Lot Owner:
  - (i) must pay the Owners Corporation on time each invoice issued to it by the Owners Corporation under this Section;
  - (ii) must give the Owners Corporation access to the Common Property Items to enable the Owners Corporation to carry out its Functions in this Section and otherwise as required by the Management Act; and
  - (iii) must indemnify the Owners Corporation and keep it indemnified for all costs incurred by the Owners Corporation in carrying out its Functions in this Section in the same proportion it is required to contribute to the cost of the Common Property Item.
- (b) A Benefited Lot Owner must pay interest on each invoice which remains unpaid by it at the end of one month after it becomes due for payment at the same rate and in the same manner as unpaid contributions levied by the Owners Corporation.


### 33.4 Rights of Owners Corporation

The Owners Corporation may recover as a debt due and owing in any court of competent jurisdiction (together with interest and legal costs and disbursements on an indemnity basis) any invoice which remains unpaid at the end of one month after it becomes due for payment.


### 33.5 Purchasers

If a person becomes the Owner of a Benefited Lot at a time when the former Owner is liable to pay money to

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the Owners Corporation under this Section, the person who becomes the new Owner is jointly and severally liable with the former Owner to pay the money to the Owners Corporation.


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## SECTION 11 – COMMON PROPERTY RIGHTS BY-LAW TABLE

This Section contains the Common Property Rights By-law Table which:


1. describes the exclusive use rights and special privileges specified in Section 10;
2. identifies those Lots for which the Owner has an exclusive use right or special privilege; and
3. identifies the party with the maintenance and repair responsibility of a Common Property Item.

Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Lot	Party responsible for maintenance, repair and replacement
1.	<p>Exclusive use of and special privilege to connect to and use the following building elements exclusively servicing the Benefited Lot (including all associated apparatus and equipment):</p> <ul style="list-style-type: none"> <li>(a) the mechanical ventilation system including the horizontal ventilation and exhaust ducts, fans and ancillary Cables and Equipment for the bathrooms, kitchen and laundry;</li> <li>(b) the tiles and associated membrane on all floors and walls wherever located (including the Balcony);</li> <li>(c) the hardware on doors and windows (including without limitation locks, closers and restrictors);</li> <li>(d) timber floors;</li> <li>(e) timber skirting;</li> <li>(f) meters;</li> <li>(g) all internal appliances;</li> </ul>	All Lots	Benefited Lot Owner

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Column 1	Column 2	Column 3	Column 4
No.	Exclusive use or special privilege	Benefited Lot	Party responsible for maintenance, repair and replacement
	(h) smoke detectors; (i) doors and windows (including window tracks); (j) Storage Space cages; and (k) letterbox.		
2.	Exclusive use of and special privilege to connect to and use all lights and light fittings exclusive to the Benefited Lot (including down lights and lights on the Balcony and all associated apparatus and equipment)	All Lots	Benefited Lot Owner
3.	Exclusive use of and special privilege to connect to and use the gas hot water system exclusively servicing the Benefited Lot (including all associated apparatus, equipment and meters)	All Lots	Benefited Lot Owner
4.	Exclusive use of and special privilege to connect to and use the air conditioning system exclusively servicing the Benefited Lot (including the condenser, fan coils, Equipment, Cables, ducts, control wiring, piping and filters)	All Lots	Benefited Lot Owner
5.	Exclusive use of and special privilege to connect to and use the intercom system exclusively servicing the Benefited Lot (including all associated Services Apparatus)	All Lots	Owners Corporation



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## SECTION 12 - DICTIONARY AND INTERPRETATION

### 34. DICTIONARY

#### 34.1 Meaning of terms

In these by-laws, these terms (in any form) mean:

**Apartment** means the habitable area of a Lot (the habitable area does not include Car Spaces and Storage Spaces).

**Assistance Animal** is a dog or other animal:

- (a) accredited by a prescribed animal training organisation; or
- (b) trained to assist to alleviate the effect of a disability.

**Authority** means a Governmental Agency or a statutory, public or other authority having jurisdiction over the Building.

**Balcony** includes balconies, terraces, courtyards, decks, roof top gardens, winter gardens and similar areas comprising part of or attached to a Lot.

**Benefited Lot** means a Lot having the benefit of a Common Property Rights By-law.

**Benefited Lot Owner** means the Owner of a Lot having the benefit of a Common Property Rights By-law.

**Building** means the building or buildings the subject of the Strata Plan.

**Building Management Committee** means the committee constituted on registration of the Strata Management Statement.

**Building Manager** means the party (if any) appointed by the Owners Corporation as its building manager.

**Building Services** means services provided to the Owners Corporation to assist it in carrying out its Functions in the Legislation and these by-laws.


**Building Work** means either Cosmetic Building Work, Minor Building Work or Major Building Work.

**By-laws** means the by-laws in place from time to time for the Building.

**Cable** means cables, conduits, pipes, wires and ducts.

**Car Park** means that part of the Building containing the area for the parking of Vehicles.

**Car Park Management System** is the set of rules and procedures about parking in Section 7.

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**Car Park Register** means the register the subject of by-laws 24.1 and 24.4.

**Car Space** means that part of the Building designed for parking cars and includes a Lot marked a car space on the Strata Plan and any part of a Lot marked as a car space on the Strata Plan.

**Common Property** means so much of the Parcel as from time to time is not comprised in a Lot.

**Common Property Item** means that part of the Common Property the subject of a Common Property Rights By-law.

**Common Property Rights By-Law** means an exclusive use and special privilege by-law made in accordance with Part 7 Division 3 of the Management Act.

**Common Property Rights By-law Table** is the table in Section 11.

**Common Property Rights By-law Work** means work carried out to Common Property pursuant to a right to do so under a Common Property Rights By-law.

**Complex** means the complex comprising several buildings of which the Building forms part.

**Cosmetic Building Work** means:


- (a) work within the internal airspace of a Lot which does not impact on Common Property; and
- (b) minor penetrations in, or attachments to, Common Property including:
  - (i) installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
  - (ii) installing or replacing handrails;
  - (iii) painting;
  - (iv) filling minor holes and cracks in internal walls;
  - (v) laying carpet;
  - (vi) installing or replacing built-in wardrobes; and
  - (vii) installing or replacing internal blinds and curtains.

**Council** means the council in whose local government area the Building is situated.

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

**Development Application** means an application for a development consent made under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to an application.

**Development Consent** means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979* (NSW) and includes all amendments and variations to a consent.

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**Disabled Car Space** means that part of the Common Property designated as a disabled car space.

**Easement** means an easement or restrictive covenant burdening or benefiting Common Property.

**Equipment** includes cables, plant, machinery, equipment and security devices.

**Facilities Manager** means the facilities manager appointed by the Building Management Committee.

**Fee** means a fee payable

**Function** means right, duty or obligation.

**Goods** includes items requiring transport in the nature of plant, machinery, Equipment, furniture, appliances, boxes, merchandise, materials, domestic and commercial waste, refuse and garbage (including associated receptacles) but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature.

**Governmental Agency** means a governmental, semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or other similar entity.

**Guide Dog** means a dog used to assist an Owner with impaired sight or hearing.

**Initial Period** has the meaning given to the term by the Management Act.

**Invitee** means a person in the Building at the invitation of, under the control of or with the permission of (whether express or implied) the Owners Corporation or an Owner.


**Law** includes a requirement of a statute, rule, regulation, proclamation, planning instrument, ordinance or by-law, present or future, whether state or federal.

**Legislation** means the Management Act and the Development Act.

**Lot** means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

**Major Building Work** means all work which is not Cosmetic Building Work or Minor Building Work and include:

- (a) work which results in additions to the Common Property, alterations to the Common Property or the creation of a new structure on Common Property for the purposes of improving or enhancing the Common Property;
  - (b) Common Property Rights By-law Work;
  - (c) Changes to Common Property Work;
  - (d) work involving structural changes;
  - (e) work which may or are likely to impact on or affect the structural integrity of the Building;
  - (f) work that detrimentally affects the safety of a Lot or Common Property, including fire safety systems;
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- (g) work that changes the external appearance of a Lot, including the installation of an external access ramp;
  - (h) work involving waterproofing or the plumbing or the exhaust system in the Building;
  - (i) work which is likely to interfere with the services in the Building;
  - (j) the erection of a structure on a Lot or Common Property;
  - (k) work that changes the colour of external surfaces of a Lot or the Building (including those on the Balcony attached to a Lot);
  - (l) work to the Balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades);
  - (m) work which is likely to interfere with the services in the Building;
  - (n) work which may or are likely to impact on or affect the structural integrity of the Building; and
  - (o) work for which consent or another approval is required under any Act other than the Management Act.

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

**Minor Building Work** means:

- (a) renovating a kitchen;
  - (b) changing recessed light fittings;
  - (c) installing or replacing wood or other hard floors;
  - (d) installing or replacing wiring or cabling or power or access points;
  - (e) work involving reconfiguring walls;
  - (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (g) installing a rainwater tank;
  - (h) installing a clothesline;
  - (i) installing a reverse cycle split system air conditioner;
  - (j) installing double or triple glazed windows;
  - (k) installing a heat pump;
  - (l) installing ceiling insulation; and
-

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Registered:  27.4.2018	Office Use Only	Office Use Only
<b>SP97361</b>		

(m) the installation of fixtures to the external surfaces of a Lot or the Building (such as sun blinds, security bars (or other security devices) and flyscreens),

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

**Notification** means a written notice informing an Owner that a Vehicle is in breach of the by-laws or the Car Park Management System.

**Occupier** means a person in lawful occupation for the time being of a Lot (not being the Owner of the Lot).

**Original Owner** means the registered proprietor of the Lots at the time of registration of the Strata Plan.

**Owner** means the person for the time being recorded in the Register as entitled to an estate in fee simple in the Lot.

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

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

**Pet Register** means the pet register the subject of by-law 21.1.

**Register** means the register kept by the Registrar-General at Land and Property Information.

**Removalist** means a party engaged by an Owner to assist in transporting Goods on Common Property: the expression includes the Owner if they transport the Goods themselves.

**Rental Agreement** means an agreement under which an Occupier occupies a Lot.

**Representative** means the representative appointed by the Owners Corporation to the Building Management Committee.

**Restricted Matter** means a matter or class of matter:


- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

**Rule** means a rule made by the Owners Corporation in accordance with by-law 11.1 (as they it be amended or changed).

**Security Deposit** means a bond provided to the Owners Corporation by an Owner in accordance with by-law 6.3(a).

**Security Deposit Amount** means the monetary amount of the Security Deposit as determined by the Owners Corporation from time to time.

**Security Key** means a key, magnetic card, remote control or other device used to open and close doors, garage doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Approved Form 7	Strata Plan By-laws	Sheet 54 of 58 sheet(s)
Registered:  27.4.2018	Office Use Only	Office Use Only
<b>SP97361</b>		

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**Service Contract** means a contract for the provision of services to the Owners Corporation.

**Service Provider** means the party providing the services under a Service Contract.

**Shared Facilities** means the services and facilities described as "Shared Facilities" in the Strata Management Statement.

**Sign** includes a sign, light, advertisement, name, notice, placard, banner or other similar item about a product, service or activity and includes a sign that advertises a Lot for sale or to let.

**Storage Space** means that part of the Building designed for storage purposes: it includes a Lot or any part of a Lot marked as storage on the Strata Plan and any part of a Lot designed for storage.

**Strata Committee** means the committee appointed by the Owners Corporation in accordance with Part 3 of the Management Act.

**Strata Management Statement** means the strata management statement for the Complex.

**Strata Managing Agent** means the person appointed by the Owners Corporation under section 49 of the Management Act.

**Strata Plan** means the strata plan to which these by-laws relate.

**Strata Scheme** has the meaning given to it by the Management Act.

**Substitute Representative** means the substitute representative appointed by the Owners Corporation to the Building Management Committee.

**Unauthorised Vehicle** means a Vehicle in the Building or parked in the Building contrary to these by-laws or the Car Park Management System.

**Vehicle** includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.


**Vehicle Information** means the following about a Vehicle:

- (a) name of Owner;
- (b) registration details;
- (c) make and model; and
- (d) any other information required by the Owners Corporation.

**Visitor Car Spaces** mean those parts of the Common Property designated as visitor car spaces.

**Visitor Vehicle Information** means the following about a visitor's Vehicle:

- (a) name of Owner;
  - (b) name of visitor;
-

Approved Form 7		Strata Plan By-laws	Sheet 55 of 58 sheet(s)
Registered:	 27.4.2018	Office Use Only	Office Use Only
		<b>SP97361</b>	

- 
- (c) registration details;
  - (d) make and model;
  - (e) the dates and period of time the visitor intends to use the car space; and
  - (f) any other information required by the Owners Corporation.

Waste means garbage, refuse and waste.

**WIRES Carer** means an Owner caring for a rescue animal as a volunteer on a temporary basis for the NSW Wildlife Information, Rescue and Education Service.

Work includes:

- (a) work to any part of the Building: the expression includes Building Work;
- (b) work associated with carrying out a Function; and
- (c) work permitted by a Common Property Rights By-law.

### **35. INTERPRETATION**

#### **35.1 Undefined words**

Undefined words in these by-laws have the same meaning as they do in the Management Act.

#### **35.2 Interpretation**

Reference to:


- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

#### **35.3 Headings**

Headings do not affect the interpretation of the by-laws.

#### **35.4 Severance**

- (a) Subject to by-law 35.4(b):
    - (i) if a by-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
-

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Registered:  27.4.2018	Office Use Only	Office Use Only <b>SP97361</b>


- 
- (ii) if, despite by-law 35.4(a)(i) a by-law is still void, voidable, unenforceable or illegal and the by-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole by-law must be severed.
- (b) If an event under by-law 35.4(a) occurs, the remainder of these by-laws continue in full force and effect.

### 35.5 Meaning of Owner

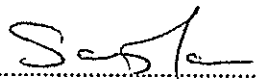
When used in a by-law, Owner includes Occupier unless the by-law expressly states otherwise or direct reference is made to Occupier.


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Registered:  27.4.2018	Office Use Only	Office Use Only
<h1>SP97361</h1>		


## Execution

<b>Registered Proprietor:</b>	
Executed by Buildwell Australia Pty Limited ACN 140 674 719 in accordance with section 127 of the <i>Corporations Act 2001</i> (C'th):	
..... Signature	 ..... Signature
..... Name (printed)	<u>SANTEEK KUMAR</u> ..... Name (printed)
..... Position	<u>SOLE DIRECTOR / SECRETARY</u> ..... Position

Approved Form 7	Strata Plan By-laws	Sheet 58 of 58 sheet(s)
Registered:  27.4.2018	Office Use Only	Office Use Only
<h1>SP97361</h1>		

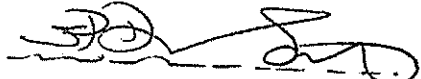
Registered Mortgagee:

Signed by Stuart Peter Dixon Smith  
as attorney for Global Pacific Opportunity  
VIII Limited under power of attorney  
registered book 4739 number 359  
in the presence of:

  
-----  
Signature of witness

Michelle Wong  
-----  
Name of witness

1 Farrer Place, Sydney  
-----  
Address of witness NSW 2000

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

Trusts must not be disclosed in the transfer)

in a less estate, strike out "in fee simple" and interline the required alteration.

292522

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable from L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being of sec. D.P. being the land shown in the plan annexed hereto, or being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to subdivide the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. There also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the act may also be inserted.

A very short note will suffice.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND SIXTY FIVE POUNDS.

WILLIAM PEARSON of Marrickville JOSEPH WALKER of Gordon and WILLIAM HENRY JONES of Sydney All Methodist Ministers

B 292522

do hereby transfer to the said transferees as Joint Tenants ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:-

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland.	Prospect.	Part being Lot 7 Section C as shown on D.P. 10697	3614	209.

And the transferee covenants with the transferor Subject to the provisions of the Methodist Church Model Deed of 1888 as authorised by the Methodist Church Property Acts 1889-1902. And the Transferrees hereby for themselves executors administrators and assigns and so as to bind, not only their executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferrees their executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS such building to be of brick and/or stone or other material approved of by the said Company with roof of approved material. And that no advertisement hoarding shall be erected on the said land. And for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that - (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 10697 other than the land hereby transferred. (b) The land which is to be subject to the burden of the above covenants is the land described herein. (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

Signed at GIVEN under the Common Seal of the Company by order of the Board of Directors this Seventeenth day of November 1925 and Theophilus Corbett and Frederick Robert Snowball two of the Directors constituting such Board signed the same in the signed presence of

the Twenty-seventh day of November 1925

Manager.

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

Signed in my presence by the transferees WHO IS PERSONALLY KNOWN TO ME

William Pearson Joseph Walker William Henry Jones Transferrees

D. A. S. S. S. S. S.

mortgagee under Mortgage No.

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

Dated at  
day of

this

192

Mortgagee.

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

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192

Signed at the place and on the date above-mentioned, in the presence of

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

### FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

### MEMORANDUM OF TRANSFER of

Acres. rods. perches.

Lot 4 Section 16

DP 1062 & 2/10/1925

Shire of Prospect & Sherrinwood

Municipality of Blackwood

Parish of Blackwood County

William Pearson

Joseph Walker

William Henry Jones

Transferree

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature. No. Reg'd Propr., M't'gor, etc.

B 292522

Particulars entered in Register Book, Vol 264 Fol 209

the 2nd day of December 1925  
at 28 minutes past 10 o'clock in the noon

Registrar

### PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	DP	20/11
Received from Records	DP	21/11
Draft written	DP	22/11
Draft examined	DP	23/11
Diagram prepared	DP	24/11
Diagram examined	DP	25/11
Draft forwarded	DP	26/11
Supt. of Engrossers	DP	27/11
Cancellation Clerk	DP	28/11

3808 211

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/- for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram

9/1/25

THE HAYMARKET PERMANENT LAND BUILDING  
INVESTMENT COMPANY LIMITED

NEW SOUTH WALES  
442352

ests must not be disclosed  
he transfer)

less estate, strike out "in  
simple," and interline the  
altered alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder in  
consideration of ONE HUNDRED AND THIRTY ONE POUNDS FIVE SHILLINGS  
(£131/5/-) (the receipt whereof is hereby acknowledged) paid to it by

299809

MENA HOLDSWORTH, wife of William Holdsworth of East Sydney, Hotel Keeper,

B 299809 (herein called transferee)

to two or more, state  
either as joint tenants or  
ants in common.

do hereby transfer to the said transferee  
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect	Being Lot three (3) of Sac. C. of Portico Estate as shown on Deposited Plan No. 10697.	3614	209

all the references cannot  
conveniently inserted, a  
m of annexure (obtainable  
L.T.O.) may be added.  
y annexure must be signed  
the parties and their sig-  
tures witnessed.  
ese references will suffice if  
y whole land in the grant or  
rtificate be transferred.  
part only add "and being  
sec. D.P. or

being the land shown in  
a plan annexed hereto," or  
being the residue of the  
ad in certificate (or grant)  
gistered Vol. Fol.  
here the consent of the  
al council is required to  
ubdivision the certificate  
d plan mentioned in  
e L. G. Act, 1919, should  
company the transfer.

rike out if unnecessary.  
venants should comply  
ith section 89 of the  
nveyancing Act, 1919.  
ere also should be set forth  
y right-of-way or easement  
exception.  
ny provision in addition to  
modification of the  
venants implied by the  
ct may also be inserted.

And the transferee covenants with the transferor

AND the Transferee hereby for herself her  
so as to bind, not only herself her  
piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants  
thereof COVENANTS with the said Company and its assigns that the Transferee her  
executors, administrators or assigns shall not erect or permit to be erected on the said land any main  
building of less value than FOUR HUNDRED POUNDS

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement  
hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND  
DECLARED that:—

- The land, to which the benefit of the above covenants is intended to be appurtenant is the  
whole of the land comprised in Deposited Plan 10697 other than the land hereby  
transferred.
- The land which is to be subject to the burden of the above covenants is the land described  
herein.
- The above covenants or any of them may be released, varied or modified with the consent of  
the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

very short note will suffice.

I executed within the State  
his instrument should be  
igned or acknowledged before  
be Registrar-General, or  
Deputy Registrar-General, or  
Notary Public, a J.P., or  
Commissioner for Affidavits  
o whom the Transferee is  
nown, otherwise the attest-  
ng witness must appear  
efore one of the above func-  
ionaries to make a declara-  
ion in the annexed form.  
ts to instruments executed  
lsewhere, see page 2.

Repeat attestation if  
necessary.

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

Signed at  
GIVEN under the Common Seal of  
Signed in my presence by the transferor  
the Company by order of the Board  
of Directors this 1st day  
of December 1925 and Theophilus  
Corbett and Frederick Robert Snow-  
ball two of the Directors consti-  
tuting such Board signed the same  
Signed in the presence of:

Manager.

the day of 19

Noted  
OR Brownball

Transferrer.\*

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

W. Silver

Clerk to  
Campbell & Rowe  
Solicitors, Sydney

Mena Holdsworth  
Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2  
signed by the attorney before a witness.

+ N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a  
fine of £100.

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

Dated at Sydney this 15th day of December 1925

Signed in my presence by Norman Hugh Macdonald

who is personally known to me.

Signed in my presence by Alec Frederick Avern

who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 1925

Signed at the place and on the date above mentioned, in the presence of—

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

### FORM OF DECLARATION BY ATTESTING WITNESS.

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

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

### MEMORANDUM OF TRANSFER of

Acres roads perches.

Lot 3 Sec 6 D.P. 10697

(Subject to Covenant.)

Shire

Partly Municipality

Parish

County

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
---------	-----	-----------------------------

Mena Holdsworth Transferree.

Particulars entered in Register Book, Vol 3614 Fol. 209

the 21st day of December 1925 at 21 minutes past 10 o'clock in the forenoon.

Registra

### PROGRESS RECORD.

INDEXED	Initials	9/12/25
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL. 3815	FOL. 129	

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.



must not be disclosed in  
after).

R 24347 H

I, THE HAYMARKET PERMANENT LAND BUILDING AND INVESTMENT  
COMPANY LIMITED.

(herein called transferror )

ess estate, strike out " in  
mple," and interline the  
red alteration.

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder in  
consideration of One hundred and twenty six pounds five shillings.

(£126-5-0 (the receipt whereof is hereby acknowledged) paid to us by

MARTHA WIDDUP of Bankstown, Spinster.

B 488324

(herein called transferee )

two or more, state  
her as joint tenants or  
its in common.

do hereby transfer to the said transferee<sup>b</sup>

ALL such <sup>1/5</sup> Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect.	part being Lot Four (4) ; Section "C" in D. P. No 10697.	3614.	209.

l the references cannot  
inveniently inserted, a  
of annexure (obtainable  
.T.C.) may be added.  
annexure must be signed  
he parties and their sig-  
res witnessed.  
e references will suffice if  
whole land in the grant or  
ficate be transferred.  
rt only add " and being  
" sec. D.P. " or  
ing the land shown in  
plan annexed hereto," or  
ing the residue of the  
in certificate (or grant) "  
tered Vol. Fol.  
re, the consent of the  
ouncil is required to  
bdivision the certificate  
plan mentioned in  
L.G. Act, 1919, should  
mpany the transfer.

re out if unnecessary.  
nants should comply  
Section 89 of the  
reynancing Act, 1919.  
also should be set forth  
right-of-way or easement  
ception.  
provision in addition to  
odification of the  
nants implied by the  
may also be inserted.

And the transferee covenants with the transferror<sup>a</sup>

AND the Transferee hereby for herself her heirs executors administrators  
and assigns and so as to bind not only her executors administrators and  
assigns but also the said piece of land hereinbefore expressed to be here-  
by transferred and the successive owners and tenants thereof COVENANTS with  
the said Company and its assigns that the Transferee her Executors admin-  
istrators or assigns shall not erect or permit to be erected on the said  
land any main building of less value than Four hundred pounds such building  
to be of material approved of by the said Company with roof of approved  
material AND that no advertisement hoarding, shall be erected on the said  
land. AND for purposes of Section 89 of the Conveyancing Act of 1919 it  
is hereby further agreed and declared that The land to which the benefit of  
the above covenants is intended to be appurtenant isthe whole of the land  
comprised in Deposited Plan 10697 other than the land hereby Transferred.  
The land which is to be subject to the burden of the above covenants is  
the land described herein. The above covenants or any of them may be rel-  
eased varied or modified with the consent of the said Company or its legal  
representatives. ENCUMBRANCES, &c., REFERRED TO.

36  
ery short note will suffice.

NIL.

executed within the State  
Instrument should be  
ed or acknowledged before  
Registrar-General, or  
otary Public, a J.P., or  
missioner for Affidavits,  
whom the Transferror is  
wn, otherwise the attest-  
witness must appear  
re one of the above func-  
aries to make a declara-  
in the annexed form.  
to instruments executed  
where, see page 2.

eat attestation if  
essary.

he Transferror or Trans-  
ee signs by a mark, the  
station must state " that  
instrument was read over  
explained to him, and  
t he appeared fully to  
lerstand the same."

Signed at  
GIVEN under the Common Seal of the  
-Signed in my presence by the transferror  
Company by order of the Board of  
Directors this Twenty-second day  
-who is PERSONALLY KNOWN TO ME-  
of February 1927 and Arthur Lance-  
lot Rickard and Frederick Robert  
Snowball two of the Directors con-  
stituting such Board signed the  
same in the presence of:

Manager.

the day of 19  
Arthur Rickard  
F.R. Snowball  
Transferror

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Manager.

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

Martha Widdup  
Transferee.

# CONSENT OF MORTGAGEE.

WE NORMAN HUGH MACDONALD & ALEC FREDERICK AVERN mortgagees under Mortgage No. B 242408

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

Dated at Sydney this Second day of March 1927.

Signed in my presence by Norman Hugh Macdonald who is personally known to me.  
Signed in my presence by Alec Frederick Avern who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 1927.  
Signed at the place and on the date above-mentioned, in the presence of—

## FORM OF DECLARATION BY ATTESTING WITNESS.\*

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

## MEMORANDUM OF TRANSFER of

Acres, roads, perches.

Lot 1, Sec 6, D.P. 10697

at Longabbie

Shire

Blue Mountains

Municipality

Blue Mountains

Parish Prospect County (subject to easements)

Martha Widdup Transferree.

## DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc

Particulars entered in Register Book, Vol. 364 Fol. 209

the 2nd day of March 1927 at 26.1 minutes 11 o'clock in the afternoon.

APR 1927

BY

CHES

Registrar-General

B 488324

## PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	WLD	18 APR 1927
Received from Records	WLD	6/4/27
Draft written	WLD	7/4/27
Draft examined	WLD	8/4/27
Diagram prepared	WLD	6/4/27
Diagram examined	WLD	5/4/27
Draft forwarded	WLD	
Supt. of Engrossers	WLD	
Cancellation Clerk	WLD	

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 4s. Addition:

i This form is no appropriate in delegation under Trustees Delegation Powers Act, 1917.

j Strike out non-words. Add in matter necessary show that the is effective.

k May be made by either Registrar-General, Deputy Registrar-General, Notary Public, Commissioner of Affidavits. Not required if instrument issued or acknowledged before one of the parties.





REC'D 29 JUL 1927 10.00 PM

B 539917

29-7-27

not be disclosed in

**I, THE HAYMARKET PERMANENT LAND BUILDING AND INVESTMENT COMPANY LIMITED**

estate, strike out "in" and interline the red alteration.

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

(£106.5.0) (the receipt whereof is hereby acknowledged) paid to it by

SARAH ANN CHAPMAN (Wife of John William Chapman of Labourer AND IN further consideration of the sum of one hundred and ninety pounds (£190) (The receipt whereof is hereby acknowledged) paid to the said Sarah Ann Chapman by WILLIAM CRICHTON of Toongabbie Farmer, (Hereinafter called the Transferee) do hereby at the request of and by the direction of the said Sarah Ann Chapman testified by her execution hereof do hereby transfer to the said transferee WILLIAM CRICHTON

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

(e) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Prospect	Part. Being Lot 47 of Section C on Deposited Plan No. 10697	3614	209 ✓

the references cannot conveniently inserted, a of annexure (obtainable T.O.) may be added. annexure must be signed by parties and their signatures witnessed. references will suffice if whole land in the grant or part be transferred. rt only add "and being sec. D.P. ng the land shown in plan annexed hereof ng the residue of the in certificate (or grant) ured Vol. Fol. re the consent of the council is required to division the certificate plan mentioned in .G. Act, 1919, should npany the transfer. e out if unnecessary. nants should comply Section 89 of the eyancing Act, 1919. ight should be set forth ight-of-way or easement ception. provision in addition to dification of the ants implied by the nays also be inserted.

(And the transferee covenants with the transferor hereby for himself his executors administrators and assigns and so as to bind, not only himself his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than four hundred pounds such building to be of material approved of by the said Company AND that no advertisement hoarding shall be erected on the said land AND for the purposes of Section 89 of the Conveyancing Act of 1919 IT IS HEREBY FURTHER AGREED AND DECLARED that:— (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan No. 10697 other than the land hereby transferred. (b) The land which is to be subject to the burden of the above covenants is the land described herein. (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.)

ry short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

GIVEN under the Common Seal of the Company by order of the Board of Directors this Sixth day of July 1927 and Theophilus Corbett and Frederick Robert Snowball two of the Directors constituting such Board signed the same in the presence of: Manager.

the day of 1927  
R. Snowball  
Transferrer \*

—Signed in my presence by the said SARAH ANN CHAPMAN who is personally known to me:—

I direct this Transfer  
S. Chapman  
Directing party.

executed within the State instrument should be signed or acknowledged before Registrar-General, or any Registrar-General, or any Public, a J.P., or any Commissioner for Affidavits, whom the Transferrer is sworn, otherwise the attestation must appear; one of the above functions to make a declaration in the annexed form. o instruments executed where, see page 2.

eat attestation if ssary.

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

Signed in my presence by the transferee WILLIAM CRICHTON WHO IS PERSONALLY KNOWN TO ME

Septimus G. Rowe & Co., Solicitors, Sydney

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

W. Crichton  
Transferee.

Don't Elliott

Peter

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

Dated at this  
day of 192

Mortgagee.

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

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192

Signed at the place and on the date above-mentioned, in the presence of—

### FORM OF DECLARATION BY ATTESTING WITNESS.\*

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

† This form is not appropriate in a delegation under Trustees Delegation Powers Act, 1917.

‡ Strike out unnecessary words. Add any matter necessary to show that the parties.

\* May be made by either Registrar General, Deput Registrar-General, Notary Public, Commissioner of Affidavits. Not required if instrument is made or acknowledged before one of the parties.

### MEMORANDUM OF TRANSFER OF

Acres 27 1/4 roads perches  
Lot 47 Sec C DP 10697  
Subject to Covenant  
Shire  
Municipality Bolroyd  
Parish Prospect County

William Erichton Transferree.

Particulars entered in Register Book, Vol 3614 Fol. 209

the 9th day of August 1927  
at minutes 4 o'clock in the after noon.

Registrar

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc

B 539917

### PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...	<u>[Signature]</u>	<u>27/7</u>
Received from Records	<u>[Signature]</u>	<u>28/7</u>
Draft written ...	<u>[Signature]</u>	<u>2/8/27</u>
Draft examined ...	<u>[Signature]</u>	<u>5/8/27</u>
Diagram prepared	<u>[Signature]</u>	<u>5/8/27</u>
Diagram examined	<u>[Signature]</u>	<u>5/8/27</u>
Draft forwarded	<u>[Signature]</u>	<u>5/8/27</u>
Supt. of Engrossers	<u>[Signature]</u>	<u>5/8/27</u>
Cancellation Clerk	<u>[Signature]</u>	<u>5/8/27</u>

4038 148

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than

JUN 6 3 05 1928

B672456

11/1/28  
57628

must not be disclosed in  
water)

I, THE HAYMARKET PERMANENT DAND BUILDING AND INVESTMENT  
COMPANY LIMITED

less estate, strike out "in  
imple," and interline the  
dred alteration.

(herein called transferor )  
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder in  
consideration of ONE HUNDRED AND SIXTEEN POUNDS FIVE SHILLINGS  
(£116/5/-) (the receipt whereof is hereby acknowledged) paid to it by

EBE MILDRED WESTNEAT wife of Alfred William Westneat, of Toongabbie,  
Master Plumber

(herein called transferee )

do hereby transfer to the said transferee<sup>b</sup>  
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect	Part being Lot Forty eight(48) Section C Portico Estate as shown on D.P.10697	3614	209

~~And the transferee covenants with the transferor~~

AND the Transferee hereby for herself her executors, administrators and assigns and  
so as to bind, not only herself her executors, administrators and assigns but also the said  
piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants  
thereof COVENANT with the said Company and its assigns  
that the Transferee her executors administrators or assigns shall not erect or permit to be  
erected on the said land any main building of less value than Four hundred pounds

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement  
hoarding shall be erected on the said land.  
AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND  
DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the  
whole of the land comprised in Deposited Plan 10697 other than the land hereby  
transferred.
- The land which is to be subject to the burden of the above covenants is the land described  
herein.
- The above covenants or any of them may be released, varied or modified with the consent of  
the said company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

Signed at the  
GIVEN under the Common Seal of the  
Signed in my presence by the transferor  
the Company by order of the Board  
of Directors this Twenty-ninth  
day of May 1928 and ARTHUR RICKARD  
and ARTHUR LANCELOT RICKARD two  
of the Directors constituting  
such Board signed the same in the  
presence of:  
Signed  
Manager.

the day of 19  
Arthur Rickard  
Transferor

executed within the State  
instrument should be  
ed or acknowledged before  
Registrar-General, or  
uty Registrar-General, or  
otary Public, a J.P., or  
issioner for Affidavits,  
whom the Transferor is  
wn, otherwise the attest-  
witness must appear  
re one of the above func-  
aries to make a declara-  
in the annexed form.  
to instruments executed  
where, see page 2.

eat attestation if  
issary.

he Transferor or Trans-  
to signs by a mark, the  
station must state "that  
instrument was read over  
explained to him, and  
he appeared fully to  
erstand the same."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Septimus O. Brown & Co.  
Clerk to  
BANKERS, SYDNEY.

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

E. M. Westneat  
Transferee.

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

Dated at *this* *192* } *Mortgagee.*  
day of  
Signed in my presence by  
who is personally known to me.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>

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

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

Signed at *the* *day of* *192*  
Signed at the place and on the date above-mentioned, in the presence of—

### FORM OF DECLARATION BY ATTESTING WITNESS.<sup>2</sup>

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

<sup>1</sup> This form is not appropriate in a delegation under Trustees Delegation Powers Act, 1917 the Execution of (War Facilities) 1917.

<sup>2</sup> Strike out unnecessary words. Add any matter necessary to show that the person is effective.

<sup>3</sup> May be made by either Registrar General, Deputy Registrar-General, Notary Public, Commissioner for Affidavits. Not required if instrument itself made or acknowledged before one of the parties.

MEMORANDUM OF TRANSFER OF  
AGRES. roads 30 3/4 perches.  
Lot 48 D.P. 10697 at Tongablie  
(Subject to Covenant)  
Shrine  
Municipality *Delroyd*  
Parish *Prospect* County *—*  
*Elsie Mildred Westneat* Transferee.

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc

Particulars entered in Register Book, Vol. *1614* Fol. *209*

the *15th* day of *June* *1928*  
at *minutes 10* o'clock in *the* *noon.*

*Phillips*  
Registrar General.

*B* *672456*

### PROGRESS RECORD.

	Initial	Date
Sent to Survey Branch	<i>JS</i>	<i>11/6</i>
Received from Records	<i>JS</i>	<i>11/6</i>
Draft written	<i>JS</i>	<i>13.6</i>
Draft examined	<i>JS</i>	<i>14.6.28</i>
Diagram prepared	<i>JS</i>	<i>14.6.28</i>
Diagram examined	<i>JS</i>	<i>14.6.28</i>
Draft forwarded	<i>JS</i>	<i>14.6.28</i>
Supt. of Engrossers	<i>JS</i>	<i>14.6.28</i>
Cancellation Clerk	<i>JS</i>	<i>14.6.28</i>

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be 1/6 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than



(REAL PROPERTY ACT, 1909.)

Chas 634. 3675229  
for 21- 4/6  
3-7-28

1-12-26

R22528

to must not be disclosed in transfer)

COMPANY LIMITED

less estate, strike out "in simple," and interline the required alteration.

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

(£224:0:0 (the receipt whereof is hereby acknowledged) paid to it by WALLACE McLEAN of Enngonia Station Manager

(herein called transferee )

do hereby transfer to the said transferee

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect and Sherwood	part being Lot 2 of Section C and Lot 41 of Section I on Deposited Plan No. 10697	3614	209

all the references cannot conveniently inserted, a form of annexure (obtainable L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if a whole land in the grant or certificate be transferred. Part only add "and being sec. D.P." or being the land shown in a plan annexed hereto, or being the residue of land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to subdivision the certificate of plan mentioned in a L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. There also should be set forth any right-of-way or easement exception.

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

Very short note will suffice.

And the transferee covenants with the transferor hereby for himself his executors administrators and assigns and so as to bind not only himself his executors administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than Four hundred pounds such building to be brick stone or other material approved of by the said Company with slate-tile or iron roof AND that no advertisement hoarding shall be erected on the said land. AND for the purposes of Section 89 of the Conveyancing Act 1919 IT IS HEREBY FURTHER AGREED AND DECLARED that

(a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 10697 other than the land hereby transferred.

(b) The land which is to be subject to the burden of the above covenants is the land described herein.

(c) The above covenants or any of them may be released varied or modified ENCUMBRANCES, &c., REFERRED TO with the consent of the said Company or its legal representatives.

ENCUMBRANCES ETC. REFERRED TO

NIL

Signed at Sydney the 16<sup>th</sup> day of May 1928  
GIVEN under the Common Seal of the Company by order of the Board of Directors this Twenty-ninth day of May 1928 and ARTHUR RICKARD and ARTHUR LANCELOT RICKARD two of the Directors constituting such Board signed the same in the presence of:  
Signed in my presence by the transferor

Manager.

16<sup>th</sup> day of May 1928  
ARTHUR RICKARD  
Transferor

I executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, a J.P., or Commissioner for Affidavits, or whom the Transferee is sworn, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

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

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Wallace McLean  
Transferee.

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

Dated at this  
day of 192  
Signed in my presence by  
who is personally known to me.

Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>3</sup>

Signed at the day of 192  
Signed at the place and on the date above-mentioned, in the presence of—

<sup>1</sup> This form is not appropriate in case of delegation under the Trustees Delegation Powers Act, 1915, or the Execution of Trusts (War Facilities) Act 1917.

<sup>3</sup> Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.<sup>4</sup>

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

<sup>4</sup> May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.P. Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

2 roads 23 perches.  
Tot 2 Sec C and tot 41 Sec 1 D.P. 10697  
(Subject to Covenant) at Longabbie  
Shire of Blacktown  
Municipality of Prospect  
Parish of Prospect County of

Wallace McLean Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. 3614 Fol. 209.

the 22nd day of June 1928  
at minutes 4 o'clock in the afternoon.

B 675229

Registrar General

PROGRESS RECORD.

	Initials	Date
to Survey Branch		15/6
received from Records		14/6
after written		13/6
after examined		19/6
diagram prepared		20/6
diagram examined		20/6
after forwarded		21/6
apt. of Engrossers		27 JUN 1928
cancellation Clerk		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.



R 27 9 28 H

B729084Y

9/10/28

must not be disclosed in  
infer)

I, THE HAYMARKET LAND AND BUILDING COMPANY LIMITED

less estate, strike out "in  
imple," and interline the  
dred alteration.

(herein called transferror )  
being registered as the proprietor of an estate in fee simple in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder in  
consideration of ONE HUNDRED AND FIFTY ONE POUNDS TEN SHILLINGS  
(£151/10/0 (the receipt whereof is hereby acknowledged) paid to it by

JOHN MACDONALD MADDEN of Burren Junction, Postal Clerk,

B729084

(herein called transferee )

do hereby transfer to the said transferee  
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect	Part Being Lot five (5) Sec.C. of Portico Estate as shown on Deposited Plan 10697.	3614	209

And the transferee covenants with the transferror

AND the Transferee hereby for himself his executors, administrators and assigns and  
so as to bind, not only himself his executors, administrators and assigns but also the said  
piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants  
thereof COVENANT with the said Company and its assigns  
that the Transferee his executors, administrators or assigns shall not erect or permit to be  
erected on the said land any main building of less value than FOUR HUNDRED POUNDS such  
building to be of material approved of by the said Company

And that on the erection of any such building, the said land shall be fenced, AND that no advertisement  
hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND  
DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the  
whole of the land comprised in Deposited Plan 10697 other than the land hereby  
transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described  
herein.
- (c) The above covenants or any of them may be released, varied or modified with the consent of  
the said ----- ENCUMBRANCES, &c., REFERRED TO. --  
the said Company or its legal representatives.

ENCUMBRANCES &c., REFERRED TO.

Signed at the day of 19

GIVEN under the Common Seal of  
THE HAYMARKET LAND AND BUILDING  
COMPANY LIMITED by order of the  
Board of Directors this 24<sup>th</sup>  
day of September 1928 and ARTHUR  
RICKARD and ARTHUR LANGELOT  
RICKARD two of the Directors  
Signed constituting such Board  
signed the same in the presence  
of:

Transferror \*  
Arthur Rickard  
Arthur Langelot

Manager.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

B. P. Kelly  
Burren Junction

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

John Macdonald Madden  
Transferee.

executed within the State  
Instrument should be  
ed or acknowledged before  
Registrar-General, or  
puty Registrar-General, or  
otary Public, a J.P., or  
nmissioner for Affidavits  
whom the Transferror is  
own, otherwise the attes-  
witness must appear  
one of the above func-  
ionaries to make a declara-  
n in the annexed form.  
to instruments executed  
where, see page 2.

peat attestation if  
essary.

the Transferror or Trans-  
feree signs by a mark, the  
estation must state "that  
instrument was read over  
explained to him, and  
he appeared fully to  
understand the same."



I, JESSIE KERR mortgagee under Mortgage No. B638703  
release and discharge the land comprised in the within transfer from such mortgage and all claims  
thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised  
in such mortgage.

Dated at Sydney this 8<sup>th</sup> day of October 1928  
Signed in my presence by JESSIE KERR  
who is personally known to me. *Septimus G. Rowe & Co.,* Mortgagor.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 1928  
Signed at the place and on the date above-  
mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.

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

i This form is not  
appropriate in a  
delegation under  
Trustees Delegation  
Powers Act, 1917.  
the Execution of  
(War Facilities)  
1917.

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

k May be made by  
either Registrar  
General, Deputy  
Registrar-General,  
Notary Public,  
Commissioner of  
Affidavits.  
Not required if  
instrument itself  
made or acknowledged  
before one of the  
parties.

MEMORANDUM OF TRANSFER OF

Acres. roads 38 3/4 perches.

Lot 5 Sec C DP 10697  
at Boonabbie

Shire Holroyd  
Municipality

Parish Prospect County  
(subject to covenants)

John Macdonald Madden Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc

Particulars entered in Register Book, Vol. 3614 Fol. 209

the 15<sup>th</sup> day of October 1928  
at minutes 11 o'clock in the fore noon.

*W. H. Layton*

Registrar-General

B 729084

PROGRESS RECORD.

	Index.	Date.
Sent to Survey Branch ...	<i>Oct 11/28</i>	<i>11/10/28</i>
Received from Records	<i>Oct 11/28</i>	<i>11/10/28</i>
Draft written ...	<i>Oct 11/28</i>	<i>11/10/28</i>
Draft examined ...	<i>Oct 11/28</i>	<i>11/10/28</i>
Diagram prepared ...	<i>Oct 11/28</i>	<i>11/10/28</i>
Diagram examined	<i>Oct 11/28</i>	<i>11/10/28</i>
Draft forwarded	<i>Oct 11/28</i>	<i>11/10/28</i>
Supt. of Engravers	<i>Oct 11/28</i>	<i>11/10/28</i>
Cancellation Clerk	<i>Oct 11/28</i>	<i>11/10/28</i>

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for  
each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued  
unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional  
fees, however, may be necessary in cases involving more than a simple diagram or more than





B 850986

12/5  
167/49

this must not be disclosed in transfer)

R1272X THE HAYMARKET LAND AND BUILDING COMPANY LIMITED

(if a less estate, strike out "in fee simple," and interline the required alteration.)

(herein called transferor )  
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,  
subject, however, to such encumbrances, liens and interests as are notified hereunder in  
consideration of ONE HUNDRED AND EIGHTEEN POUNDS FIFTEEN SHILLINGS

(£118/15/-) (the receipt whereof is hereby acknowledged) paid to it by

FRANCES ETHEL SLOMAN wife of George Arthur Sloman of Ashfield, Draughtsman

(herein called transferee )

(if to two or more, state whether as joint tenants or tenants in common.)

do hereby transfer to the said transferee

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

(if all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being of sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

(e)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect	Part Being Lot six (6) Section C. of Portico Estate as shown on Deposited Plan No. 10697.	3614	209

~~And the transferee covenants with the transferor~~

AND the Transferee hereby for herself her

as to bind, not only

land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANTS with the said Company and its assigns

that the Transferee her

to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS such building to be of brick and/or stone or other material approved of by the said Company

executors, administrators and assigns and so executors, administrators and assigns but also the said piece of

executors administrators or assigns shall not erect or permit

~~And the transferee covenants with the transferor~~ AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 10697 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

A very short note will suffice.

ENCUMBRANCES, &amp;c., REFERRED TO.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits to whom the Transferee is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Signed at  
GIVEN under the Common Seal of  
THE HAYMARKET LAND AND BUILDING  
COMPANY LIMITED by order of the  
Board of Directors this 11th  
day of July 1929 and ARTHUR  
RICKARD and ARTHUR LANGELOTT  
signed constituting such Board signed  
the same in the presence of:

the

day of

19

Repeat attestation if necessary.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Edson. A. White

Clerk to

Septimus G. Rowe &amp; Co.,

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

F. E. Sloman.

Transferee.

6807/38

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

Dated at this day of 192 Mortgagee.  
Signed in my presence by who is personally known to me.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>

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

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

Signed at the day of 192  
Signed at the place and on the date above-mentioned, in the presence of—

<sup>1</sup> This form is not appropriate in case of delegation under Trustees Delegation Powers Act, 1915 the Execution of (War Facilities) Act 1917.

<sup>2</sup> Strike out unnecessary words. Add any matter necessary to show that the power is effective.

### FORM OF DECLARATION BY ATTESTING WITNESS.<sup>3</sup>

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

<sup>3</sup> May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J. Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

30 JUL 1929  
BY  
RECEIVED BY

### MEMORANDUM OF TRANSFER of

Acres roads 31 1/4 perches.  
lot 6 Sec C D.P. 10697  
(Subject to Covenant) at Roongabbie  
Shire Hebrayd (Cornelia Rd)  
Municipality Prospect County

Frances Ethel Sloman Transferee.

Particulars entered in Register Book, Vol. 2614 Fol. 209

the 29th day of July 1929,  
at minutes 4 o'clock in the afternoon.

Registrar-General

### DOCUMENTS LODGED HERewith.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

B 850986

### PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	...	...
Received from Records	...	...
Draft written	...	...
Draft examined	...	...
Diagram prepared	...	...
Diagram examined	...	...
Draft forwarded	...	...
Supt. of Engrossers	...	...
Cancellation Clerk	...	...

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the certificate is issued in connection with a transfer.



B909806J

12/12/29  
20/11/29

trusts must not be disclosed in a transfer)

I, THE HAYMARKET LAND AND BUILDING COMPANY LIMITED

(herein called transferror )

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of EIGHTY THREE POUNDS FIFTEEN SHILLINGS

(£83/15/-) (the receipt whereof is hereby acknowledged) paid to it by

GEORGE STEPHEN JARVIS of Junee, Farmer,

B909806

(herein called transferee )

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

do hereby transfer to the said transferee ALL such Estate and Interest in ALL THE land mentioned in the schedule following:—

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Prospect	Part Being Lot eight (8) Sec. C. of Portico Estate as shown on Deposited Plan No. 10697.	3614	209

And the transferee covenants with the transferror AND the Transferee hereby for himself his executors, administrators and assigns and so as to bind, not only himself his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANTS with the said Company and its assigns that the Transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS

AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919; IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan, 10697 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land described herein.
- (c) The above covenants or any of them may be released, varied or modified With the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

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

Signed at the day of 19 .  
GIVEN under the Common Seal of THE HAYMARKET LAND AND BUILDING COMPANY LIMITED by order of the Board of Directors this nineteenth day of November 1929 and ARTHUR RICKARD and ARTHUR LANCELOT RICKARD two of the Directors constituting such Board Signed signed the same in the presence of:

Manager.

Transferror  
Arthur L. Rickard

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

R. A. Mackenzie  
June

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

Geo. S. Jarvis  
Transferree.  
(1) Full name of donor  
(2) For production of aforesaid  
and Director of Titles  
20/11/29

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

Dated at this day of 1929 Signed in my presence by who is personally known to me. Mortgagee.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>

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

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

Signed at the day of 1929 Signed at the place and on the date above-mentioned, in the presence of—

### FORM OF DECLARATION BY ATTESTING WITNESS.\*

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

<sup>1</sup> This form is not appropriate in case delegation under the Trustees Delegation Powers Act, 1915, the Execution of T (War Facilities) Act 1917.

<sup>j</sup> Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

<sup>k</sup> May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.F. Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

6 DEC 1929

### MEMORANDUM OF TRANSFER of

Acres, roads, perches. Lot 8, Sec C DP 10697, Julia Ave. Subj. to Cont. Shire Holroyd Municipality Prospect County.

George Stephen Jarvis Transferree.

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. 3614 Fol. 209

B 909806

the 6th day of December, 1929, at minutes 12 o'clock in the noon.

W. S. Hayton



### PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	W.S.	21/11
Received from Records	W.S.	21/11
Draft written	W.S.	24/11
Draft examined	W.S.	29/11
Diagram prepared	W.S.	29/11
Diagram examined	W.S.	29/11
Draft forwarded	W.S.	29/11
Supt. of Engrossers	W.S.	29/11
Cancellation Clerk	W.S.	29/11

Vol. 4358 Fol. 65

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/6 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.



B957358

B957358

1126

its must not be disclosed in transfer)

I, THE HAYMARKET LAND AND BUILDING COMPANY LIMITED

(herein called transferror)

a less estate, strike out "in simple," and interline the quired alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND THIRTEEN POUNDS FIFTEEN SHILLINGS (£113/15/-) (the receipt whereof is hereby acknowledged) paid to it by

DONALD MALCOLM GILLESPIE of Newtown, Labourer,

(herein called transferee)

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

do hereby transfer to the said transferee ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

Table with 5 columns: County, Parish, State if Whole or Part, Vol., Fol. Row 1: Cumberland, Prospect, Part Being Lot forty nine (49) Section C. of Portico Est. as shown on D.P. 10697., 3614, 209

all the references cannot conveniently inserted, a form of annexure (obtainable L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate is transferred. Part only add "and being part of sec. D.P. being the land shown in a plan annexed hereto," or being the residue of the land in certificate (or grant) registered Vol. Fol. here the consent of the local council is required to subdivision the certificate id plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Tenants should comply with Section 89 of the Conveyancing Act, 1919. It also should be set forth in the certificate of title. Right-of-way or easement. Provision in addition to the modification of the covenants implied by the may also be inserted.

Very short note will suffice.

And the transferee covenants with the transferror AND the Transferee hereby for himself his executors, administrators and assigns and so to bind, not only himself his executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANT with the said Company and its assigns that the Transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS such building to be of brick and/or stone or other material approved of by the said Company with roof of slates, tiles or other material approved of by the said Company AND that on the erection of any such building, the said land shall be fenced. AND that no advertisement hoarding shall be erected on the said land. AND for the purposes of Section 89 of the Conveyancing Act of 1919, it is HEREBY FURTHER AGREED AND DECLARED that:— (a) The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 10697 other than the land hereby transferred. (b) The land which is to be subject to the burden of the above covenants is the land described herein. (c) The above covenants or any of them may be released, varied or modified with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

executed within the State is instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, a J.P., or Commissioner for Affidavits, whom the Transferror or Transferee may choose, or, if the Transferror or Transferee is a company, two of the Directors constituting such Board signed the same, in the presence of:—

Signed at the day of 19... GIVEN under the Common Seal of THE HAYMARKET LAND AND BUILDING COMPANY LIMITED by order of the Board of Directors this twenty-fourth day of May 1930 and ARTHUR RICKARD and DONALD MALCOLM GILLESPIE two of the Directors constituting such Board signed the same, in the presence of:— Manager.

Signature of Daniel Levy Transferror and Arthur Rickard

Repeat attestation if necessary.

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

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Signature of J. S. Brown J.P. 252 Tonia R. Newtown

Signature of Donald Malcolm Gillespie Transferee.

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

Dated at this day of 192 } Mortgagee.  
Signed in my presence by who is personally known to me.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192  
Signed at the place and on the date above-mentioned, in the presence of—

### FORM OF DECLARATION BY ATTESTING WITNESS.\*

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

BY  
CHIEF P.

### MEMORANDUM OF TRANSFER of

Acres 26 1/2 roads perches.  
Lot 49 Sec. C D.P. 10697  
(Aurelia St.)  
Hobroyd at Tongabbie  
Prospect County  
Subject to Covenant  
Donald Malcolm Gillespie  
Transferree.

### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'tgor, etc.

Particulars entered in Register Book, Vol. 614 Fol. 209

the 11th day of April 1920  
at minutes 10 o'clock in the fore noon.

Registrar General

### PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	W.H.	3/11/30
Received from Records	W.H.	3/11
Draft written	W.H.	4/4
Draft examined	W.H.	4/4
Diagram prepared	W.H.	4/4
Diagram examined	W.H.	7/4
Draft forwarded	W.H.	7/4
Supt. of Engrossers	W.H.	7/4
Cancellation Clerk	W.H.	7/4

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued unless the consideration is over £1,000, in which case the Certificate fee will be 1/3s. Additional

i This form is not appropriate in a delegation under Trustees Delegation Powers Act, 1917; the Execution of (War Facilities) 1917.

j Strike out unnecessary words. Add any matter necessary show that the po effective.

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



R.P. 13.

New South Wales.

MEMORANDUM OF TRANSFER  
REAL PROPERTY ACT, 1900.

D725941

D725941B

Endorsement

Certificate ...

(Trusts must not be disclosed in the transfer.)

THE HAYMARKET LAND AND BUILDING COMPANY LIMITED

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



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

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

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

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

f A very short note ...

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

(£121- ) (the receipt whereof is hereby acknowledged paid to it by GEORGE BENHAM of Mudgee in the State of New South Wales, Machinist

(herein called transferee )

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Prospect	Part	3614	209	Lot 9 Sec.C in D.P. 10697

And the transferee covenants with the transferor hereby for himself his executors administrators and assigns and so as to bind not only himself and his executors administrators and assigns but also the said piece of land hereir before expressed to be hereby transferred and the successive owners and tenants thereof COVENANTS with the said Company and its assigns that the Transferee his executors administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than FOUR HUNDRED POUNDS (£400). AND for the purposes of Section 88 of the Conveyancing Act of 1919-1943 IT IS HEREBY FURTHER AGREED AND DECLARED that (a) The land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in Deposited Plan No.10697 other than the land hereby transferred. (b) The land which is to be subject to the burden of the above covenant is the land described herein.

(c) The above ENCUMBRANCES, &c., REFERRED TO, covenant may be released varied or modified by or with the consent of the said Company or its legal representatives.

ENCUMBRANCES, &c., REFERRED TO.

Reservations in Grant

Signed at \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
GIVEN under the Common Seal of \_\_\_\_\_  
THE HAYMARKET LAND AND BUILDING  
COMPANY LIMITED by Order of the  
Board of Directors this \_\_\_\_\_  
day of \_\_\_\_\_ 19\_\_\_\_ and SIR  
ARTHUR RICKARD and ARTHUR LANCELOT  
RICKARD two of the DIRECTORS con-  
stituting such Board signed the same  
in the presence of \_\_\_\_\_

MANAGER

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*George Benham*  
Solicitor Mudgee

*G. Benham*  
Transferee.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B. - Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

LODGED BY

CONSENT OF MORTGAGEE

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ } Mortgagee.  
Signed in my presence by \_\_\_\_\_ }  
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of \_\_\_\_\_

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

FORM OF DECLARATION BY ATTESTING WITNESS

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

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

5 NOV 1947

MEMORANDUM OF TRANSFER of

Acres \_\_\_\_\_ roads \_\_\_\_\_ perches \_\_\_\_\_  
Lot 9 Sec C D.P. 10697  
Junia Ave at Boonabbie  
Suburb \_\_\_\_\_  
Municipality \_\_\_\_\_  
Parish \_\_\_\_\_ (County \_\_\_\_\_)  
(Subject to Covenants)  
George Benham Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Prop., M'gor, etc.

Particulars entered in Register Book, Vol. 36/4 Fol. 209

the 3rd day of November 1947.  
at \_\_\_\_\_ minutes to \_\_\_\_\_ o'clock in the \_\_\_\_\_

J. Wells

Registrar-General



PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written		21/11
Draft examined...		24/11
Diagram prepared		28/11
Diagram examined		10/12
Draft forwarded		14/12
Supt. of Engravers		15/12
Cancellation Clerk		18/12
VOL. 5777	FOL. 128	
Diagram Fees		
Additional Folios		

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

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

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

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 1/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/1 3/4 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR  
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. J 185423  
New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



**J1854236**

3-10  
29/10/67

(Trusts must not be disclosed in the transfer.)

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

**METHODIST CHURCH TRUSTEES TOONGABBIE WEST**

WE, MOS WEBSTER of Seven Hills, Rubber Worker, FRANK ROBERT MANNING of Toongabbie West, Cabinet Maker, ALBERT JOHN ANNOLD, Packer, JAMES EVE, Gardener, DONALD GORDON REGAN, Clerk, and DONALD MCILLIAN CRAWFORD, Health Inspector all of Toongabbie West, (herein called Transferors) being a majority of the Trustees named in the Register of Trustees referred to in the Methodist Church Property Acts 1889-1902 the parties registered or entitled to be

(herein called transferor)

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

ONE THOUSAND POUNDS

(£1,000.0.0 ) (the receipt whereof is hereby acknowledged) paid to us by

STOCKS & HOLDINGS (TOONGABBIE) PTY. LIMITED do hereby in accordance with the provisions of the Methodist Model Deed of New South Wales as authorised by the Methodist Church Property Acts 1889-1902

do hereby transfer to

<b>STOCKS &amp; HOLDINGS (TOONGABBIE) PTY. LIMITED</b>
<b>329 George Street, Sydney</b>

(herein called transferee)

ALL such the Estate and Interest of the said Trustees in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>PROSPECT</u>	<u>PART</u>	<u>4358</u>	<u>65</u>	Being such part of that land as is included in Lot 2 on Deposited Plan No. 207691.
			<u>9182</u>	<u>74</u>	
			<u>9182</u>	<u>74</u>	

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

And the transferee covenant(s) with the transferors that no fence shall be erected on the land hereby transferred so as to divide it from any adjoining land of the Transferors without the consent of the Transferors PROVIDED ALWAYS that such consent shall not be withheld if any such fence is erected without expense to the Transferors and in favour of any person dealing with the Transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and PROVIDED FURTHER that this covenant shall only enure for so long as any land adjoining the land hereby transferred shall be owned by the Transferors their successors and assigns other than Purchasers on sale AND it is hereby declared:-

- (a) That the land subject to the burden of the abovementioned covenant is the land hereby transferred;
- (b) that the land to which the benefit of the said covenant is intended to be appurtenant is the residue of the land in the said Certificate of Title; and
- (c) that the persons by whom the said covenant may be released varied or modified are the Transferors their successors and assigns other than purchasers on sale.

3 Strike out if unnecessary, or suitably adjust,

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1984.

ENCUMBRANCES &C. REFERRED TO.

N I L

*See also blank*

SIGNED at *Sydney* the *15th* day of *February* 1962.

Signed in my presence by the Transferor AMOS WEBSTER who is personally known to me:-

*A. Webster*.....

.....*H. H. J. P.*.....

Signed in my presence by the Transferor FRANK ROBERT MANNING who is personally known to me:-

.....*F. R. Manning*.....

.....*H. H. J. P.*.....

Signed in my presence by the Transferor ALBERT JOHN ARNOLD who is personally known to me

.....*A. J. Arnold*.....

No. ENCUMBRANCES, &c. REFERRED TO.

.....*H. H. J. P.*.....

\* A very short note will suffice.

K 1112-2 5: 437

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Notary Public, or a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, (Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.  
Signed in my presence by the transferor  
JAMES EVE  
WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the  
Transferor DONALD GORDON REGAN  
who is personally known to me

Signed in my presence by the  
Transferor DONALD McHILLAN  
CRAWFORD who is personally  
known to me:-

The COMMON SEAL of STOCKS & HOLDINGS

Signed in my presence by the transferor  
(TOONGABBIE) PTY. LIMITED was hereunto  
affixed by order of the Board of  
Directors in the presence of -

Secretary

I, NORMAN WILKINSON LICKISS of Sydney, Methodist Minister, the President for the time being of the New South Wales Conference of the Methodist Church of Australasia do hereby declare that the consent of the Committee appointed by the said Conference in pursuance of the provisions of Clause 33 of the Methodist Model Deed of New South Wales has been given to the sale of the land the subject of the within transfer.

## MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.  
Signed in the presence of- \_\_\_\_\_

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

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

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

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

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

No. **J 185423**

LODGED BY **R. W. STRIBE**  
**329 George St**

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 8s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—  
(i) where a restrictive covenant is imposed; or  
(ii) a new easement is created; or  
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—  
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;  
(ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
Where the engrossing exceeds 15 folios, an amount of 6s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

} Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, Volume <u>9187</u> Folio <u>74</u>
Filed (in S.D.B.) by	the <u>22nd</u> day of <u>March</u> 19 <u>03</u> at <u>52</u> minutes past <u>1</u> o'clock in the <u>PM</u> noon.
Signed by	<u>J. J. J.</u> Registrar General

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		
Vol.		Fol.

RP 13A

STAMP DUTY

NEW SOUTH WALES  
TRANSFER  
(INCLUDING EASEMENT/COVENANTS)  
GRANTING REAL PROPERTY ACT, 1900 EASEMENT  
STAMP DUTY (See Instructions for Completion on back of form)

EXTRA FEE \$ 21  
FOR No. 9376 OF 19.11.80  
S051614  
PRICE USE ONLY  
A 1 3 X  
\$ 21 E

DESCRIPTION  
OF LAND  
Note (a)

LAND being transferred		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
	WHOLE	

TENEMENTS  
PANEL  
Note (b)

This panel also to be  
completed for  
covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference
Volume 14185		Volume 14185	
Folio 49		Folio 48	

TRANSFEROR  
Note (c)

BURNS PHILP TRUSTEE COMPANY (CANBERRA) LIMITED

OFFICE USE ONLY  
N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ ONE DOLLAR.  
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE  
Note (e)

SONIA JOCELYN KEMP of 50 Dumaresq Street, Gordon.

OFFICE USE ONLY

TENANCY  
Note (f)

as joint tenants/tenants in common

PRIOR  
ENCUMBRANCES  
Note (g)

subject to the following prior encumbrances Leases Nos. J686065 P502230 R587328 R  
2-R606082

Note (g)

AND the TRANSFEROR:-  
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto  
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER 29 AUGUST 1980

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION  
Note (h)

Signed in my presence by the Transferor who is personally known to me.  
Executed on behalf of Burns Philp Trustee

Signature of Witness  
Company Canberra Limited under Power of  
Name of Witness (BLOCK LETTERS)  
Attorney dated 3rd June, 1980 Registered No.

The Common Seal of Burns Philp Trustee Company Limited  
has been hereunto affixed by us this  
day of 20 AND WE do hereby certify  
that we are the proper Officers of the said Company by whom  
it is affixed in presence of the said Common Seal in to be affixed  
in all deeds executed by the said Company

391 Book 3417 by Burns Philp Trustee Company Limited  
which has no notice of the revocation of such power  
Signed in my presence by the Transferee who is personally known to me. MANAGER CORPORATE TRUSTS

Signature of Transferor  
DIRECTOR

Note (h)

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

TO BE COMPLETED  
BY LODGING PARTY  
Notes (i) and (j)

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	Herewith.	In R.G.O. with
SLADE, MANWARING & CO, SOLICITORS 141-143 ELIZABETH STREET SYDNEY PX 248 SYDNEY 26 1063			Produced by
Delivery Box Number 292K			
Extra Fee Stamp Fee.	Checked by PRD	REGISTERED 12-1-1981	
Registrar General			

OFFICE USE ONLY

RP 13A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/receives to the Transferee his heirs and assigns an easement to drain sewage over existing line of pipes within the Servient Tenement and in favour of the Dominant Tenement as shown on plan annexed hereto and marked "A".

Notes (k) and (l)

PLAN REFILED  
AS D.P. 452868

*Daniel Buzza*  
*[Signature]*  
*[Signature]*

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (n)  
Also complete  
tenement panel on  
front of form

August 20, 1980

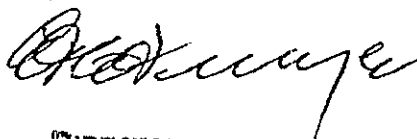
The Registrar General  
SYDNEY

Re: Creation of Easement to drain sewerage over existing  
line of pipes.

Burns Philp Trustee Company (Canberra) Limited hereby  
authorises you to use Certificate of Title Volume 14185  
Folio 49 to record thereon an easement to drain sewerage  
particulars whereof are set out in a transfer granting  
easement dated the 29TH day of AUG. 1980 made between  
Burns Philp Trustee Company (Canberra) Limited and Sonia  
Jocelyn Kemp.

Yours faithfully  
Burns Philp Trustee Company  
(Canberra) Limited

Per:



DIRECTOR



RP 13A

# INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

## (a) Description of land.

- (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 6514 Fol. 126.
- (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 227 and 227AA of the Real Property Act, 1919.
- (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chulford. If the locality is not shown, insert the Parish and County, e.g., Ph. Limore Co. Ross.
- (b) **Tenement panel.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 6514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.
- (c) Show the full name, address and occupation or description.
- (d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
- (f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.
- (g) Delete whichever words are inappropriate.

## (b) Execution.

### GENERALLY

- (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature.

### ATTORNEY

- (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

### AUTHORITY

- (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

### CORPORATION

- (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

- (i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (ii) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, probate, L/A for letters of administration, &c.
- (k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.
- (l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.
- (m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.
- (n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

## OFFICE USE ONLY

DIRECTION: PROP					
FIRST SCHEDULE DIRECTIONS					
No. OF NAMES:					
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) I	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS					
(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) MINOTY TYPE	(I) DEALING NUMBER	(K)	DETAILS







**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT SEC 88B OF THE CONVEYANCING ACT 1919**

Plan of Consolidation of Lot 7 Sec.C D.P10697,  
Lot 1 D.P207691 & Lot 22 D.P609859

(Sheet 1 of 2)

**DP1072713**

**PART 1**

Full names and addresses of the  
Proprietor of the land:

North East Developments Pty Ltd  
9/50 Milson Rd, CREMORNE POINT NSW 2090  
ABN 81 003 195 168

Full names and addresses of the  
Mortgagee of the land:

Perpetual Investment Management Limited  
1 Castlereagh St SYDNEY NSW 2000

1. Identity of Easement firstly  
referred to in the abovementioned  
plan:

Easement for Padmount Substation  
2.75 wide and variable

**SCHEDULE OF LOTS ETC AFFECTED**

Lots Burdened

Lot 20

Authority Benefited

Integral Energy Australia

**PART 2**

**Terms of Easement for Padmount Substation firstly referred to in the abovementioned plan**

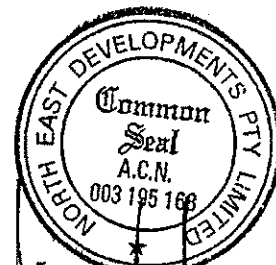
The terms of the Easement for Padmount Substation set out in Memorandum No.9262886 registered at Land and Property Information NSW are incorporated in this document.

Name of Authority empowered to release, vary or modify the terms of the Easement for Padmount Substation firstly referred to in the abovementioned plan is Integral Energy Australia.

The Common Seal of North East Developments Pty Limited )  
ABN 81 003 195 168 was hereunto affixed in the presence of )

.....  
Secretary

.....  
Director



**INSTRUMENT SETTING OUT THE TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT SEC 88B OF THE CONVEYANCING ACT 1919**

Plan

Plan of Consolidation of Lot 7 Sec.C D.P10697,  
Lot 1 D.P207691 & Lot 22 D.P609859

**DP1072713**

(Sheet 2 of 2)

**SIGNATURES & SEALS OF MORTGAGEE**

Signed in my presence for and on behalf of PERPETUAL TRUSTEE COMPANY  
LIMITED (A.C.N. 000 001 007.....) by its Attorneys GIRVAN ROBERTS  
..... and MARK DAVID BALDING  
..... who are personally known to me and each of whom declares that he/she  
has been appointed by the Board of Directors of that company as an  
attorney of the company for the purposes of the Power of Attorney  
dated 12 MARCH 2002..... (Registration No. BOOK 4342 NO 143.....) and that  
he/she has no notice of the revocation of his/her powers.

ANACLETO RODRIGUEZ  
Signature of Witness

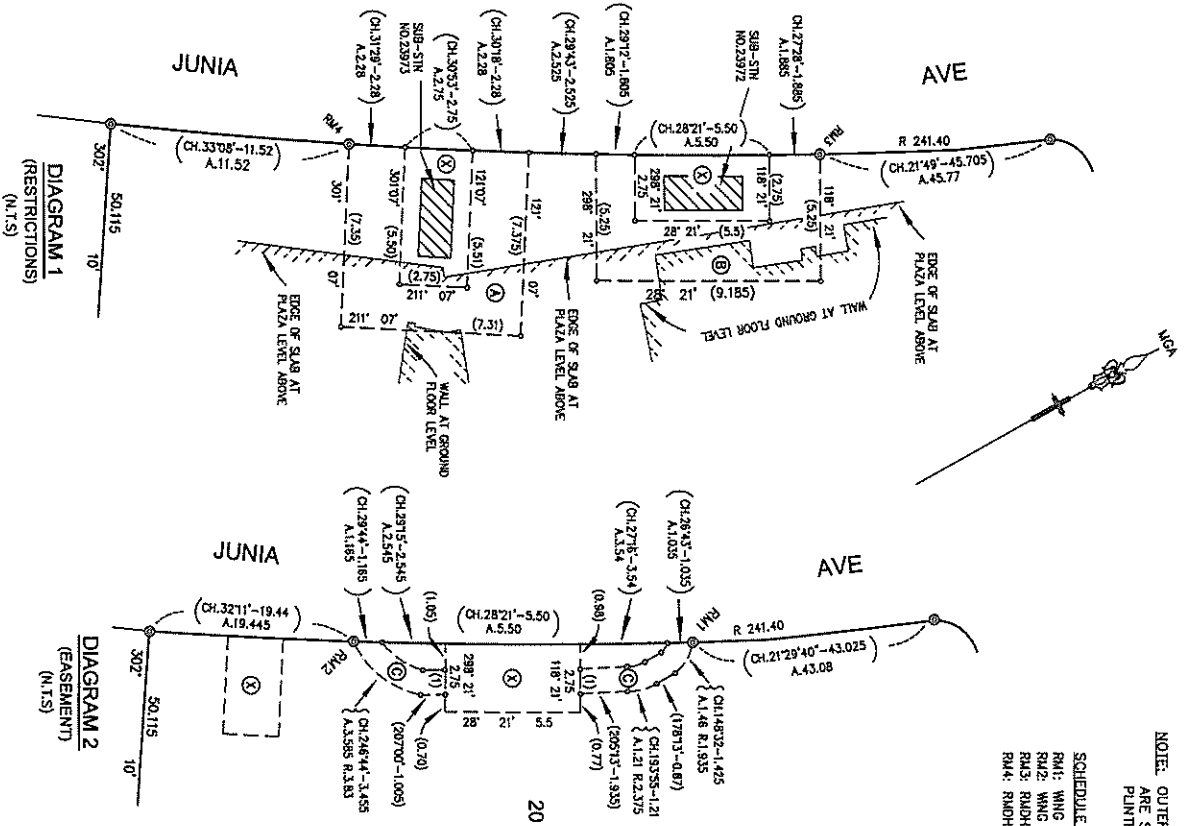
ANACLETO RODRIGUEZ  
Full name of Witness

Mark David Balding  
Signature of Attorney MORTGAGE MANAGER

Mark David Balding  
Signature of Attorney MORTGAGE MANAGER

**REGISTERED**  **17W 25.01.2005**

SURVEYING REGULATION 2006 CLAUSE 6(12)			
MARK	M.G.A. CO-ORDINATES	ZONE	CLASS ORDER
PM7301	309 686.121 6238 636.539	56	B
PM7299	310 296.163 6239 529.963	56	B
PM7297	310 257.890 6239 340.859	56	C
SOURCE: S.C.I.M.S. FEB 07 C.S.F. 1.000039			



NOTE: OUTER BOUNDARIES FOR RESTRICTIONS ① AND ② ARE SET 3.0' FROM THE BASE OF THE CONCRETE PLINths OF THEIR RESPECTIVE SUB-STATIONS


SCHEDULE OF REFERENCE MARKS PLACED

RM1: WING AT N.W. COR CONC PLINTH 1856'-5.78

RM2: WING AT S.W. COR CONC PLINTH 21853'-4.99

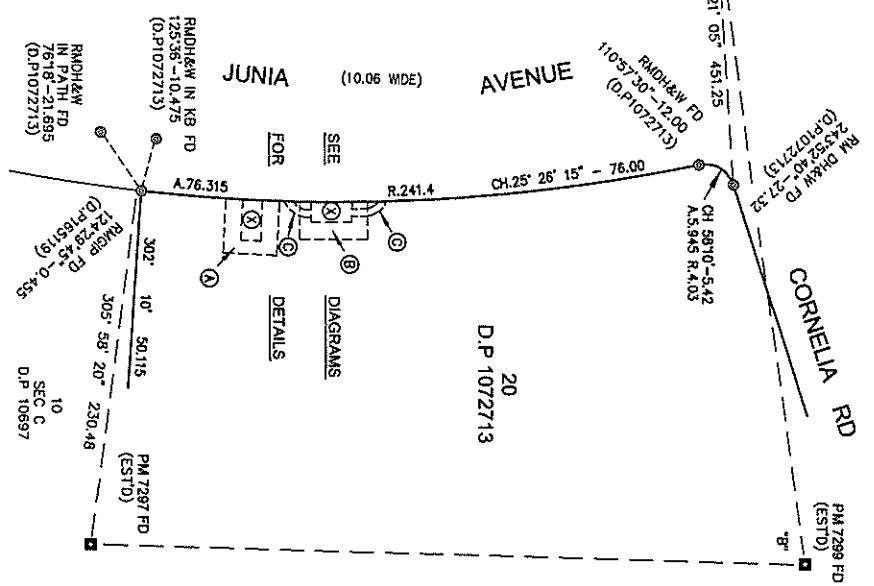
RM3: RUDHAW IN CONC 052'-8.085

RM4: RUDHAW IN PATH 831310'-27.225

Surveyor: CHRISTOPHER THOMAS NORTON	PLAN OF FOR EASEMENT PURPOSES OVER PART LOT 20 D.P. 1072713	LGA: HOLROYD	Registered: 7.8.2009	 DP1137779 P
Date of Survey: 30.08.07		Locality: TOONGABIE		
Surveyor's Ref: 16237 DP2		Subdivision No: _____ Lengths are in metres. Reduction Ratio 1:500		

- ① RESTRICTION ON THE USE OF LAND 1.835 & 2.28 WIDE
- ② RESTRICTION ON THE USE OF LAND 1.805, 1.885 & 2.47 WIDE
- ③ EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- ④ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (D.P.1072713)

PM CONNECTIONS	
PM7301-PM7299	99.3610'-638.971 MGA-(GND)
99.3610'-638.975 SURV.	
PM7299-PM7297	191726.30'-182.530 MGA-(GND)
191726.35'-192.955 SURV.	
PM7301-PM7297	116.3303'-861.509 MGA-(GND)
116.3310'-861.515 SURV.	



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

\* OFFICE USE ONLY

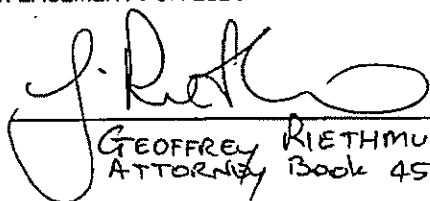
SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RESTRICTION ON THE USE OF LAND 1.835 & 2.28 WIDE (A)
2. RESTRICTION ON THE USE OF LAND 1.805, 1.885 & 2.47 WIDE (B)
3. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (C)

IT IS INTENDED TO EXTINGUISH:

1. EASEMENT FOR ELECTRICITY PURPOSES (\$799500)

  
GEOFFREY RIETHMULLER  
ATTORNEY Book 4509 No 838

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

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

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

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....  
Date of Endorsement: .....  
Accreditation no: .....  
Subdivision Certificate no: .....  
File no: .....

\* Delete whichever is inapplicable.



DP1137779 S

Registered:  7.8.2009

Title System: TORRENS

Purpose: EASEMENT

PLAN OF

EASEMENT PURPOSES OVER PART  
LOT 20 D.P.1072713

LGA: HOLROYD

Locality: TOONGABBIE

Parish: PROSPECT

County: CUMBERLAND

Surveying Regulation, 2006

I, CHRISTOPHER THOMAS NORTON  
of NORTON SURVEY PARTNERS PTY LTD  
P.O. BOX 289 ROZELLE N.S.W 2039

a surveyor registered under the *Surveying Act, 2002*, certify that the  
survey represented in this plan is accurate, has been made in  
accordance with the *Surveying Regulation, 2006* and was completed  
on: 30.08.07

The survey relates to EASEMENTS

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

Signature  Dated: 30.08.07  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: "A - B"  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

D.P.1072713

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

SURVEYOR'S REFERENCE: 16237 2DP

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

\* OFFICE USE ONLY

PLAN OF

EASEMENT PURPOSES OVER PART  
LOT 20 D.P.1072713

DP1137779

Registered:



7.8.2009

Subdivision Certificate No:

Date of Endorsement:

EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 059 663 136  
BY ITS DULY APPOINTED ATTORNEYS

DRETT LENNANG

THEODORE MOCHA

Full Names

PURSUANT TO POWER OF  
ATTORNEY OF WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
IN THE PRESENCE OF:

Signature

Signature

BOOK: 4475

NO: 47

M. Campbell  
Witness MARION CAMPBELL

*Brian Raymond Silva  
Receivment Manager of  
North East Dredging Pty Ltd  
(Receivment Manager approved)  
(on liquidation) for and on behalf  
of the company, North East Dredging  
Pty Limited aforesaid, in the  
presence of*

WITNESS

**PETER JOHN SHEPPARD**

A Commissioner for taking affidavits in the Supreme Court  
of South Australia and an Australian Legal Practitioner  
under the Legal Profession Act 2004 (NSW) number 53603  
Level 13, 1 Castlereagh Street, Sydney

Signed in my presence for and on behalf of Perpetual Trustee Company  
Limited (A.C.N. 000 001 007) by its Attorneys **Christopher Ring**  
and **Vanessa Milosev** and .....  
who are personally known to me and each of whom declares that he/she  
has been appointed by the Board of Directors of that company as an  
attorney of the company for the purposes of the Power of Attorney  
dated 11/12/07 (Registration No. 45421517) and that  
he/she has no notice of the revocation of his/her powers.

Signature of Witness

**Shant Nazarian**

Full name of Witness

Team Leader  
Signature of Attorney

Signature of Attorney  
**SENIOR ACCOUNT  
EXECUTIVE**

SURVEYOR'S REFERENCE: 16237 2DP





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



**DP1137779 B**

Plan for Easement Purposes over part  
Lot 20 D.P.1072713

(Sheet 1 of 4 Sheets)

Full name and address of the  
Proprietor of the land:

North East Developments Pty Ltd  
9/50 Milson Rd, CREMORNE POINT NSW 2090  
ABN 81 003 195 168

Full name and address of the  
Mortgagees of the land:

Perpetual Trustee Company Limited  
1 Castlereagh St SYDNEY NSW 2000

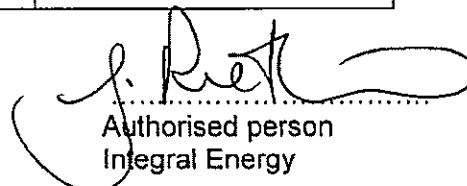
Capital Finance Australia Limited  
123 Pitt St SYDNEY NSW 2000

**PART 1**

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), Bodies, or Prescribed Authorities
1	Restriction on the Use of Land 1.835 & 2.28 wide (A)	20/1072713	Integral Energy Australia
2	Restriction on the Use of Land 1.805, 1.885 & 2.47 wide (B)	20/1072713	Integral Energy Australia
3	Easement for Underground Cables 1 wide (C)	20/1072713	Integral Energy Australia

**PART 1A**

Number of item shown in the intention panel on the plan	Identity of easement to be extinguished and referred to in the plan	Burdened Lot(s) or Parcel(s)	Benefited Lot(s), Bodies, or Prescribed Authorities
1	Easement for Electricity Purposes (S799500)	20/1072713	Integral Energy Australia as statutory successor to Prospect County Council

  
Authorised person  
Integral Energy

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

**DP1137779**

Plan for Easement Purposes over part  
Lot 20 D.P.1072713

(Sheet 2 of 4 Sheets)

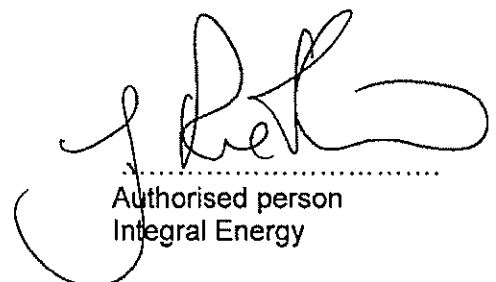
**PART 2**

**Terms of Restrictions on the Use of Land firstly and secondly referred to in the abovementioned plan**

- 1.0 No building shall be erected or permitted to remain within the restriction site unless:
- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
  - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating
- and the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting Systems such as automatic sprinklers
- 3.0 Definitions:
- 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/ integrity/ insulation failure calculated in accordance with Australian Standard 1530.
  - 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
  - 3.3 **"erect"** includes construct, install, build and maintain.
  - 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan up to a maximum height of 6 metres from the level of the substation footing.

**Terms of Easement for Underground Cables thirdly referred to in the abovementioned plan**

The terms of easement set out in LPI Memorandum No.9262885 are incorporated in this document.

  
.....  
Authorised person  
Integral Energy

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

**DP1137779**

Plan for Easement Purposes over part  
Lot 20 D.P.1072713

(Sheet 3 of 4 Sheets)

Executed as a Deed by

~~The Common Seal of North East Developments Pty Limited~~  
ABN 81 003 195 168 was hereunto affixed in the presence of: ^

(Receiver and Manager appointed)  
(In Liquidation)

~~Secretary~~ B R Silvia  
Receiver and Manager

~~Director~~

In presence of  
WITNESS

~~Legal 13, 1 Castlereagh Street, Sydney~~  
~~under the Legal Profession Act 2004 (NSW) number 53603~~  
~~of South Australia and an Australian Legal Practitioner~~  
~~A Commissioner for taking affidavits in the Supreme Court~~

**SIGNATURES & SEALS OF MORTGAGEES**

EXECUTED BY CAPITAL FINANCE  
AUSTRALIA LIMITED ACN 069 663 136  
BY ITS DULY APPOINTED ATTORNEYS

BRET LEUNANE

THEODORE MOCHA

Full Names

Signature

Signature

PURSUANT TO POWER OF  
ATTORNEY OF WHICH THEY HAVE NO  
NOTICE OF REVOCATION  
IN THE PRESENCE OF:

BOOK: 445  
NO: 47

M Calderwood  
Witness MARTIN CALDERWOOD

**PETER JOHN SHEPPARD**  
A Commissioner for taking affidavits in the Supreme Court  
of South Australia and an Australian Legal Practitioner  
under the Legal Profession Act 2004 (NSW) number 53603  
Level 13, 1 Castlereagh Street, Sydney

Perpetual

Signed in my presence for and on behalf of Perpetual Trustee Company  
Limited (A.C.N. 000 001 007) by its Attorneys ..... Christopher Ringland  
Vanessa Milosevic and .....  
who are personally known to me and each of whom declares that he/she  
has been appointed by the Board of Directors of that company as an  
attorney of the company for the purposes of the Power of Attorney  
dated 11.12.09 (Registration No. 15471517) and that  
he/she has no notice of the revocation of his/her powers.

Signature of Witness  
**Shant Nazarian**

Full name of Witness

Team Leader  
Signature of Attorney **SENIOR ACCOUNT  
EXECUTIVE**

Signature of Attorney

Authorised person  
Integral Energy

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

**DP1137779**

Plan for Easement Purposes over part  
Lot 20 D.P.1072713

(Sheet 4 of 4 Sheets)

(ABN: 59 253 130 878)

Signed on behalf of Integral Energy  
Australia by its Attorney pursuant to Power  
Of Attorney Book 4509 No.838 in the  
Presence of:

T. Fabrello  
Signature of witness

LOUISE FABRELLO  
Name of witness

c/- Integral Energy  
51 Huntingwood Drive  
Huntingwood 2148

[Signature]  
Signature of Attorney  
Name: Geoffrey Riethmüller  
Position: Network Property Manager

7 January 2009  
Date of execution

UCL2496

REGISTERED



7.8.2009

- SEE D.P. 1137779
- ① RESTRICTION ON THE USE OF LAND 1.835 & 2.28 WIDE (SITE)
  - ② RESTRICTION ON THE USE OF LAND 1.805, 1.885 & 2.47 WIDE (SITE)
  - ③ EASEMENT FOR UNDERGROUND CABLES 1 WIDE

- ① EASEMENT TO DRAIN SEWERAGE OVER EXISTING LINE OF PIPES - APPROX POSITION (S 51614)
- ② EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE & VARIABLE - D.P. 1072713

- PART 1 IS A STRATUM LOT UNLIMITED IN HEIGHT AND DEPTH BUT EXCLUDES THOSE PARTS OF LOT 2 AS SHOWN IN THE PLANS, SECTIONS AND NOTES SHOWN ON SHEETS 2-14 INCLUSIVE
- PART 2 (1060m<sup>2</sup>) IS UNLIMITED IN HEIGHT AND DEPTH
- LOT 2 IS A STRATUM LOT PARTLY UNLIMITED IN DEPTH BUT OTHERWISE LIMITED IN DEPTH TO THE HEIGHTS AND DEPTHS AS SHOWN IN THE PLANS, SECTIONS AND NOTES SHOWN ON SHEETS 2-14 INCLUSIVE AND EXCLUDES THOSE PARTS OF LOT 1 AS SHOWN

LOT 1 TOTAL AREA 21338.9m<sup>2</sup> IN 44 PARTS  
LOT 2 TOTAL AREA 21387.1m<sup>2</sup> IN 28 PARTS

ALL LEVELS ARE RELATED TO AUSTRALIAN HEIGHT DATUM  
ORIGIN OF LEVELS PM7299 R.L.30.248 A.H.D. SCMS  
CLASS: LB ORDER: L2 DATE: 1.09.09

- ① EASEMENT FOR SERVICE CABLES, DUCTS AND FIRE SAFETY EQUIPMENT
- ② EASEMENT FOR ACCESS FOR MAINTENANCE PURPOSES TO FIRE STAIRS, PASSAGES AND EXITS
- ③ RIGHT TO USE AND ACCESS PLANT ROOMS
- ④ EASEMENT FOR AIR SUPPLY AND EXTRACTION
- ⑤ POSITIVE COVENANT (ENTIRE LOT)
- ⑥ RESTRICTION ON THE USE OF LAND (ENTIRE LOT)

NOTE 1:  
EASEMENTS E1, E2, E3, E4, E5 & E6 AFFECT THE ENTIRETY OF LOT 2 AND AFFECT THE ENTIRETY OF LOT 1 BUT EXCLUDING THAT PART BEING 1060m<sup>2</sup> UNLIMITED IN HEIGHT AND DEPTH

- SHORT BOUNDARIES
- ① 18023'-8.235
  - ② 17759'30"-15.065
  - ③ 14014'-21.885
  - ④ 17325' R.241.1

- (A) COVENANT - D725941
- (B) COVENANT - B909806, J185423
- (C) COVENANT - B292522
- (D) COVENANT - B850986, J185423
- (E) COVENANT - B729084
- (F) COVENANT - B488324
- (G) COVENANT - B299809
- (H) COVENANT - B675229
- (I) COVENANT - B857358
- (J) COVENANT - B672458
- (K) COVENANT - B539917
- (L) COVENANT - B328910

(A1) RESTRICTION ON THE USE OF LAND - DP1137779  
(B1) RESTRICTION ON THE USE OF LAND - DP1137779

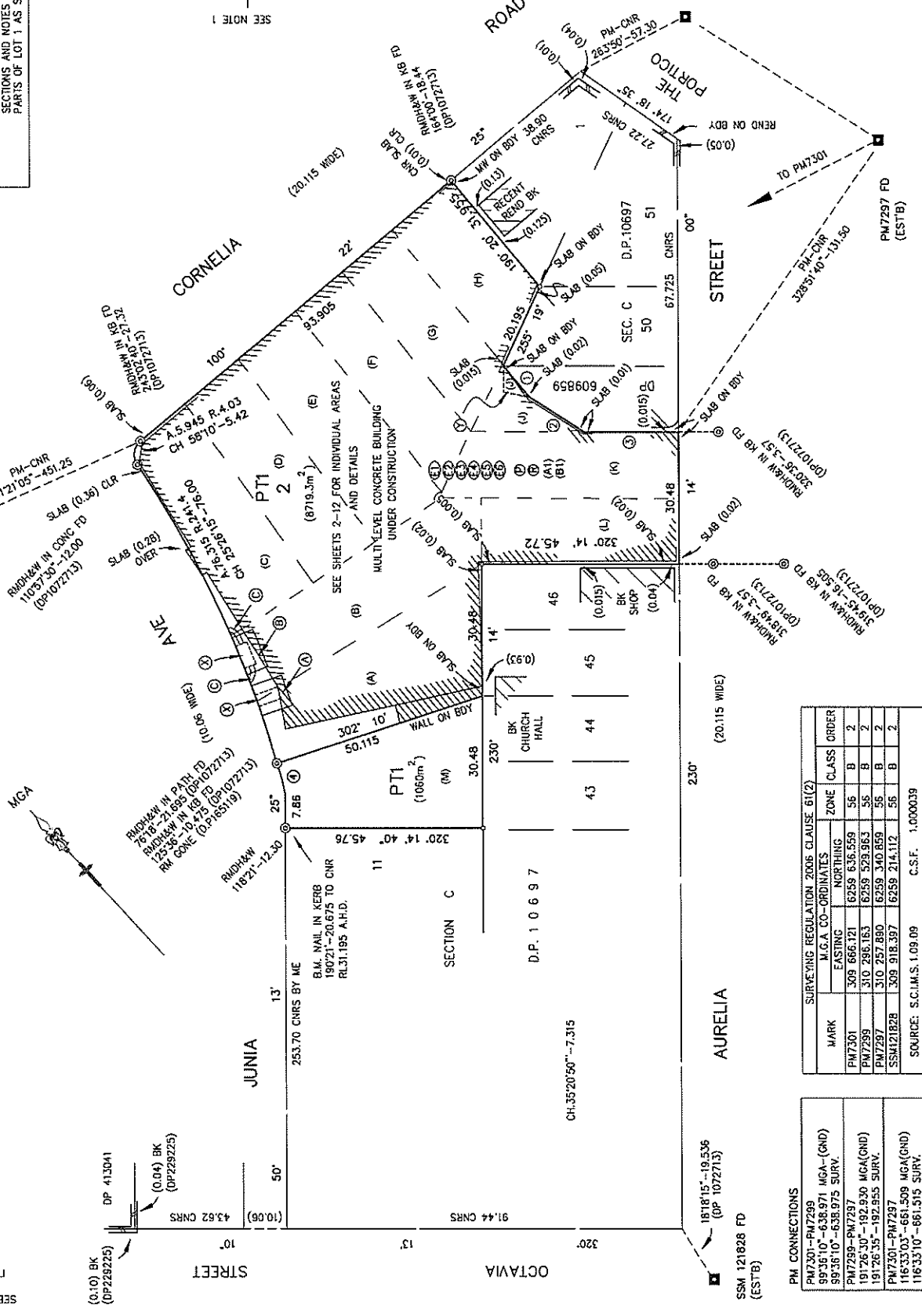
Registered:  
18.11.2014

LGA: HOLROYD  
Locality: TOONGABIE  
Subdivision No: 7951/2013  
Lengths are in metres. Reduction Ratio 1:800

PLAN OF  
SUBDIVISION OF LOT 20 D.P. 1072713  
& LOT 10 SECTION C.D.P. 10697

Surveyor: CHRISTOPHER THOMAS NORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16237 DP3

DP1126420



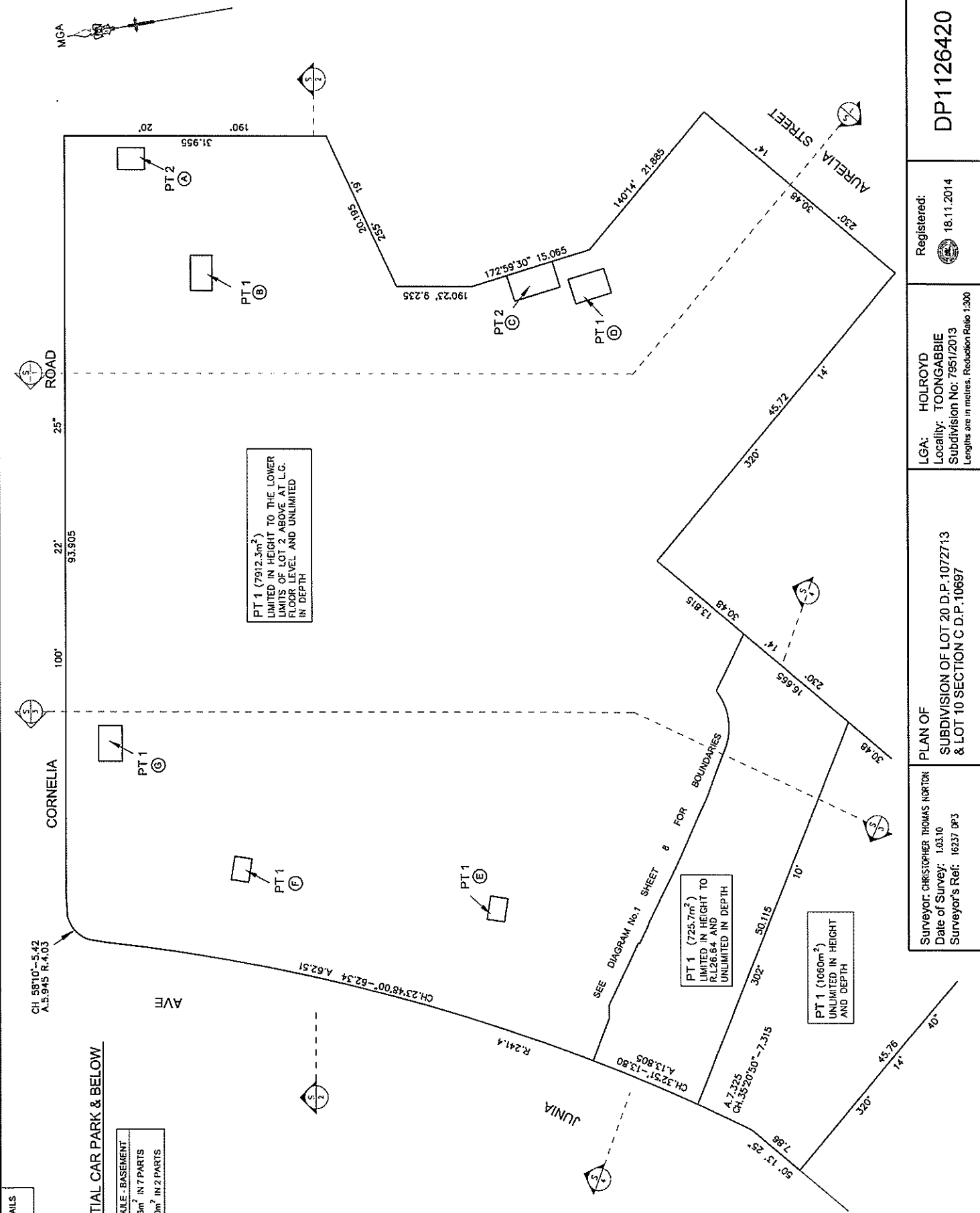
SURVEYING REGULATION 2006 CLAUSE 61(2)			
MARK	M.G.A. CO-ORDINATES	ZONE	CLASS
	EASTING	NORTHING	ORDER
PM7301	309 666.121	6259 636.559	56 B 2
PM7301	310 295.163	6259 529.863	56 B 2
PM7299	310 295.163	6259 529.863	56 B 2
SSM121828	309 918.397	6259 214.112	56 B 2

PM CONNECTIONS	
PM7301-PM7299	99'35'10"-638.971 MGA-(GND)
99'35'10"-638.975 SURV.	
PM7299-PM7297	99'35'10"-638.975 SURV.
19'126'30"-192.930 MGA-(GND)	
19'126'30"-192.930 SURV.	
PM7301-PM7297	116'33'03"-661.509 MGA-(GND)
116'33'03"-661.515 SURV.	
PM7279-SSM121828	249'31'38"-362.367 MGA-(GND)
249'31'25"-362.295 SURV.	
PM7298-SSM121827	230'05'03"-492.392 MGA-(GND)
230'05'55"-492.385 SURV.	

SEE SHEET 7 FOR DIAGRAMS & DETAILS FOR LIFTS (A) TO (G) INCLUSIVE

BASEMENT-RESIDENTIAL CAR PARK & BELOW

AREA SCHEDULE - BASEMENT	
LOT 1	8891.3m <sup>2</sup> IN 7 PARTS
LOT 2	28.0m <sup>2</sup> IN 2 PARTS



Surveyor: CHRISTOPHER THOMAS NORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16237 DP3

PLAN OF  
SUBDIVISION OF LOT 20 D.P. 1072713  
& LOT 10 SECTION C.D.P. 10697

LGA: HOLROYD  
Locality: TOONGABBIE  
Subdivision No: 7951/2013  
Lengths are in metres, Reduction Ratio 1:300

Registered:  
18.11.2014

DP1126420

ROAD

AREA SCHEDULE - LOWER GROUND	
LOT 1	779.0m <sup>2</sup> IN 6 PARTS
LOT 2	7940.3m <sup>2</sup> IN 5 PARTS

**$\pi^2$  IN 6 PARTS**

**[LG1]** DENOTES PT2 LIMITED IN DEPTH TO VARIOUS LEVEL & SLOPING PLANES AS SHOWN IN DIAGRAMS ON SHEET 8 AND LIMITED IN HEIGHT TO R130.40 AND TO THE LOWER LIMITS OF LOT 1 ABOVE AT GROUND FLOOR LEVEL

190235 9.235 172

(145.

PT 1 (725.7m<sup>2</sup>)  
LIMITED IN DEPTH  
AND HEIGHT FROM  
R.L26.64 TO R.L29.38

PT 1 (1050m<sup>2</sup>)  
UNLIMITED IN HEIGHT  
AND DEPTH

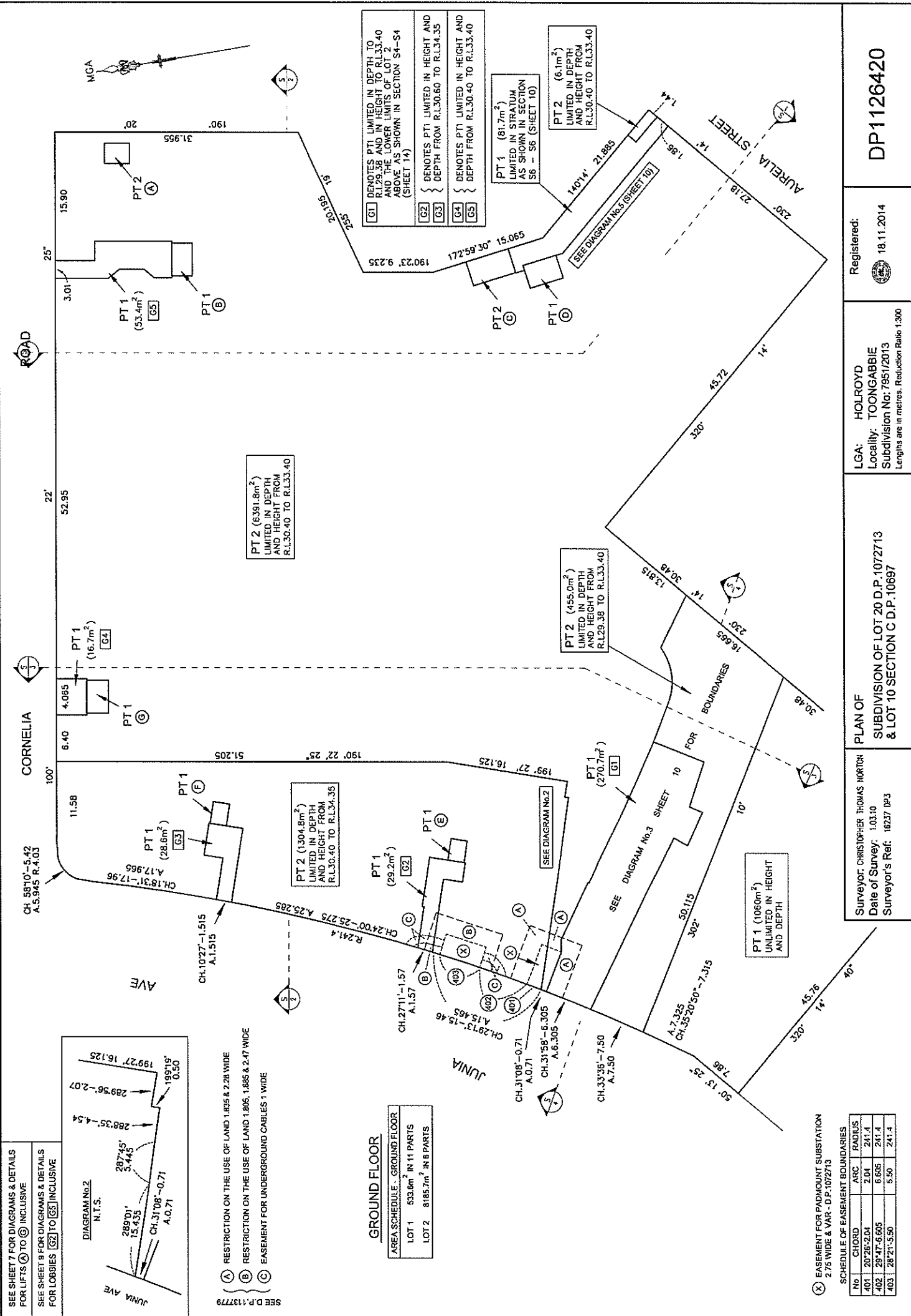
Surveyor: CHRISTOPHER THOMAS NORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16237 DP3

PLAN OF  
SUBDIVISION OF LOT 20 D.P.1072713  
& LOT 10 SECTION C D.P.10697

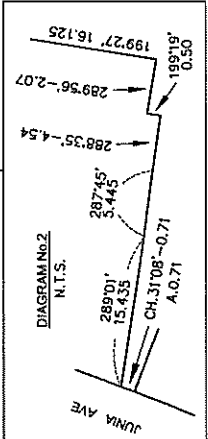
LGA: HOLROYD  
Locality: TOONGABBIE  
Subdivision No: 7951/201

Registered: 18.11.2014

DP1126420



SEE SHEET 7 FOR DIAGRAMS & DETAILS FOR LIFTS (A) TO (E) INCLUSIVE  
SEE SHEET 9 FOR DIAGRAMS & DETAILS FOR LOBBIES (G2) TO (G5) INCLUSIVE



(A) RESTRICTION ON THE USE OF LAND 1.835 & 2.228 WIDE  
(B) RESTRICTION ON THE USE OF LAND 1.805, 1.885 & 2.47 WIDE  
(C) EASEMENT FOR UNDERGROUND CABLES 1 WIDE

SEE D.P. 113779

**GROUND FLOOR**

AREA SCHEDULE - GROUND FLOOR	
LOT 1	533.6m <sup>2</sup> IN 11 PARTS
LOT 2	8185.7m <sup>2</sup> IN 6 PARTS

(X) EASEMENT FOR PADMOUNT SUBSTATION  
2.75 WIDE & VAR - D.P. 1072713

SCHEDULE OF EASEMENT BOUNDARIES		
No	CHORD	ARC RADIUS
401	20.26'-2.04	2.04
402	29.47'-6.605	6.605
403	28.21'-5.50	5.50

Surveyor: CHRISTOPHER THOMAS HORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16237 W/3

PLAN OF  
SUBDIVISION OF LOT 20 D.P. 1072713  
& LOT 10 SECTION C.D.P. 10687

LGA: HOLROYD  
Locality: TOONGABIE  
Subdivision No: 7951/2013  
Lengths are in metres. Reduction Ratio 1:300

Registered:  
18.11.2014

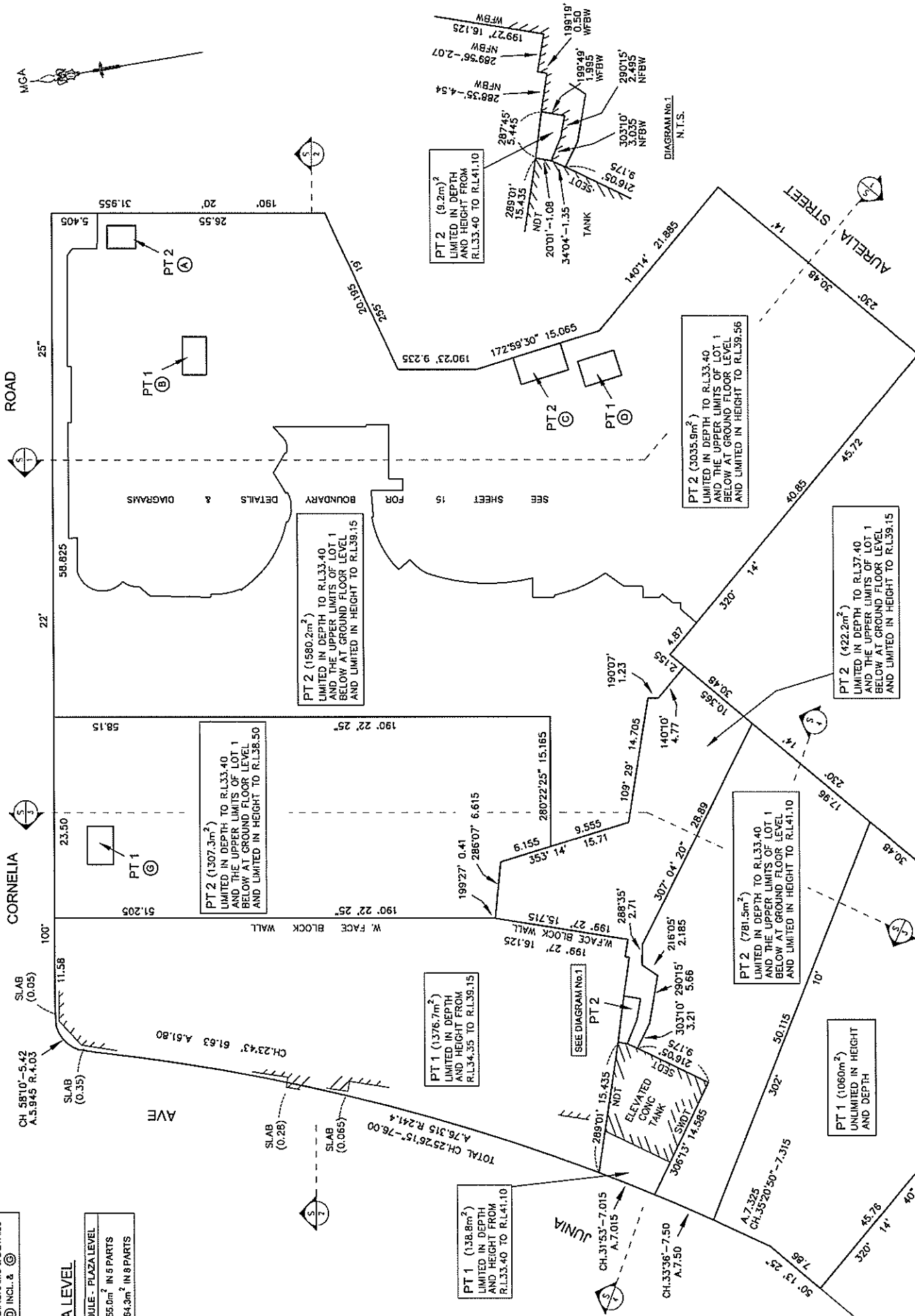
DP1126420



SEE SHEET 7 FOR DIAGRAMS & DETAILS  
FOR LIFTS (A) TO (D) INCL. & (E)

PLAZA LEVEL

AREA SCHEDULE - PLAZA LEVEL	
LOT 1	1555.0m <sup>2</sup> IN 5 PARTS
LOT 2	7164.3m <sup>2</sup> IN 8 PARTS



SEDOT DENOTES SOUTH EAST FACE DETENTION TANK WALL  
 SWDT DENOTES SOUTH WEST FACE DETENTION TANK WALL  
 NDT DENOTES NORTHERN FACE DETENTION TANK WALL  
 WFBW DENOTES WESTERN FACE BLOCK WALL  
 NFBW DENOTES NORTHERN FACE BLOCK WALL

Surveyor: CHRISTOPHER THOMAS WORTON  
 Date of Survey: 1.03.10  
 Surveyor's Ref: 16237 D93

PLAN OF  
 SUBDIVISION OF LOT 20 D.P. 1072713  
 & LOT 10 SECTION C.D.P. 10697

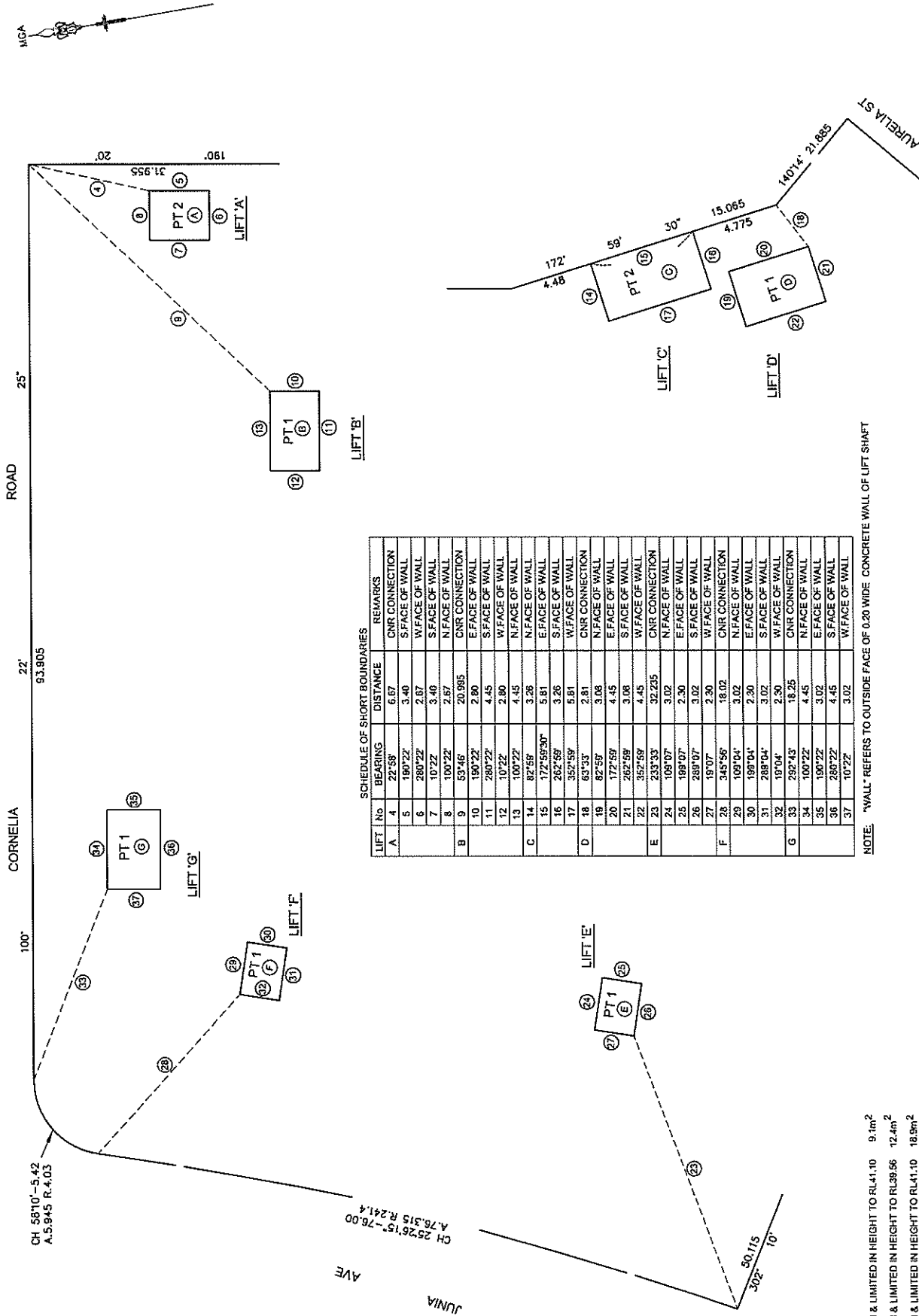
LGA: HOLROYD  
 Locality: TOONGABBIE  
 Subdivision No: 7951/2013  
 Lengths are in metres. Reduction Ratio 1:300

Registered:  
 18.11.2014  
 DP1126420



LIFT BOUNDARY DIAGRAMS

1:150



LIFT No	BEARING	DISTANCE	REMARKS
A	22°58'	6.67	CNR CONNECTION
5	190°22'	3.40	S FACE OF WALL
6	280°22'	2.67	W FACE OF WALL
7	10°22'	3.40	S FACE OF WALL
8	100°22'	2.67	N FACE OF WALL
B	53°46'	20.955	CNR CONNECTION
9	190°22'	2.80	E FACE OF WALL
10	280°22'	4.45	S FACE OF WALL
11	10°22'	2.80	W FACE OF WALL
12	100°22'	4.45	N FACE OF WALL
C	82°59'	3.26	S FACE OF WALL
13	172°55'30"	5.81	E FACE OF WALL
14	262°59'	3.26	W FACE OF WALL
15	352°59'	5.81	N FACE OF WALL
D	65°33'	2.81	CNR CONNECTION
16	82°59'	3.08	S FACE OF WALL
17	172°59'	4.45	E FACE OF WALL
18	262°59'	3.08	W FACE OF WALL
19	352°59'	4.45	N FACE OF WALL
E	233°33'	32.235	CNR CONNECTION
20	190°07'	3.02	E FACE OF WALL
21	199°07'	2.30	S FACE OF WALL
22	19°07'	3.02	W FACE OF WALL
23	109°04'	18.02	N FACE OF WALL
24	345°56'	3.02	CNR CONNECTION
25	190°04'	2.30	E FACE OF WALL
26	289°04'	3.02	S FACE OF WALL
27	19°04'	2.30	W FACE OF WALL
28	109°04'	18.25	N FACE OF WALL
29	292°43'	4.45	CNR CONNECTION
30	100°22'	3.02	E FACE OF WALL
31	280°22'	4.45	S FACE OF WALL
32	10°22'	3.02	W FACE OF WALL
33	100°22'	4.45	N FACE OF WALL
34	280°22'	3.02	CNR CONNECTION
35	10°22'	4.45	E FACE OF WALL
36	100°22'	3.02	S FACE OF WALL
37	10°22'	3.02	W FACE OF WALL

NOTE: "WALL" REFERS TO OUTSIDE FACE OF 0.30 WIDE CONCRETE WALL OF LIFT SHAFT

SCHEDULE OF LIFTS

- A PT 2 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL41.10 9.1m<sup>2</sup>
- B PT 1 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL39.56 12.4m<sup>2</sup>
- C PT 2 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL41.10 18.9m<sup>2</sup>
- D PT 1 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL39.56 13.7m<sup>2</sup>
- E PT 1 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL34.45 8.9m<sup>2</sup>
- F PT 1 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL34.45 6.9m<sup>2</sup>
- G PT 1 UNLIMITED IN DEPTH & LIMITED IN HEIGHT TO RL38.50 13.4m<sup>2</sup>

Surveyor: CHRISTOPHER THOMAS HORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 15237 0f3

PLAN OF  
SUBDIVISION OF LOT 20 D.P. 1072713  
& LOT 10 SECTION C.D.P. 10697

LGA: HOLROYD  
Locality: TOONGABIE  
Subdivision No: 7951/2013  
Lengths are in metres. Reduction Ratio 1:150

Registered:  
18.11.2014

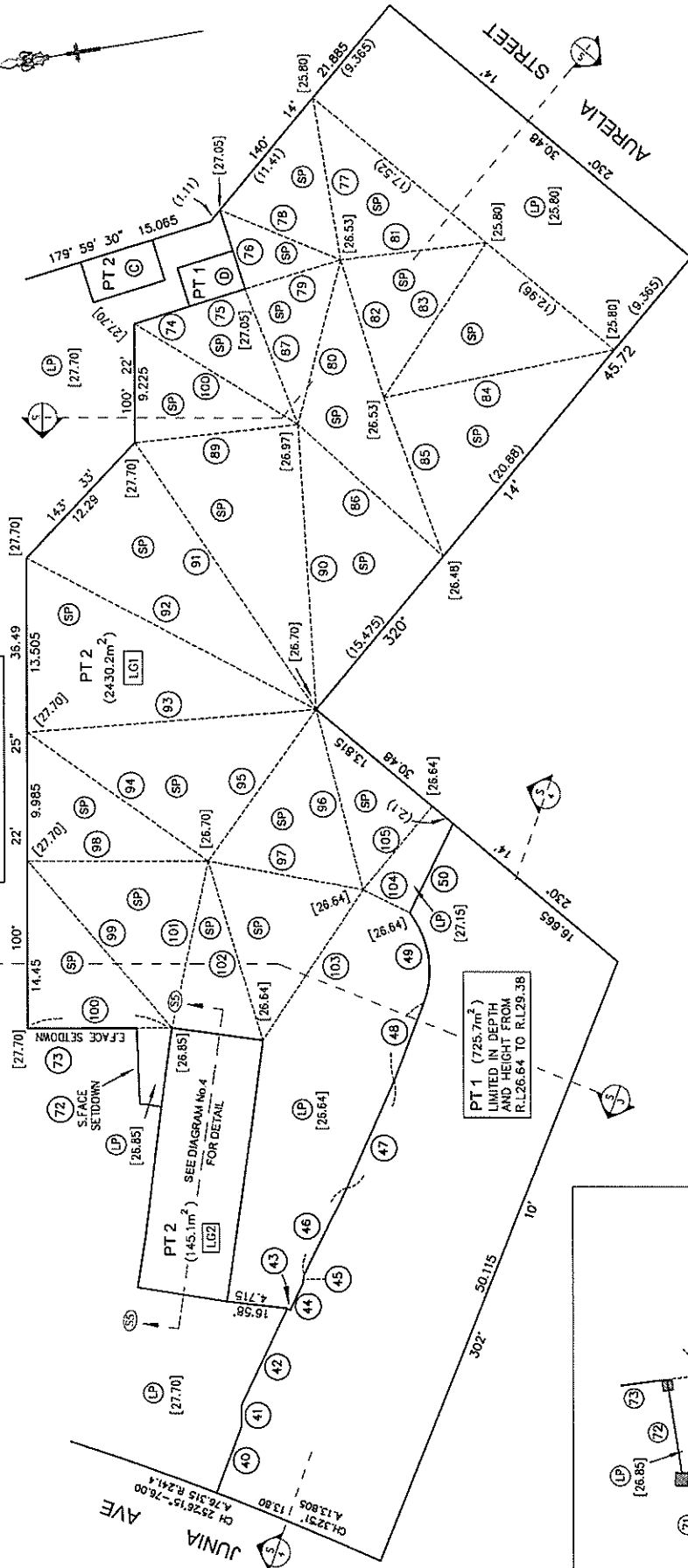
DP1126420

SEE SHEET 7 FOR DIAGRAMS & DETAILS FOR LIFTS (C) & (D)

LOWER GROUND FLOOR

DIAGRAM No.1

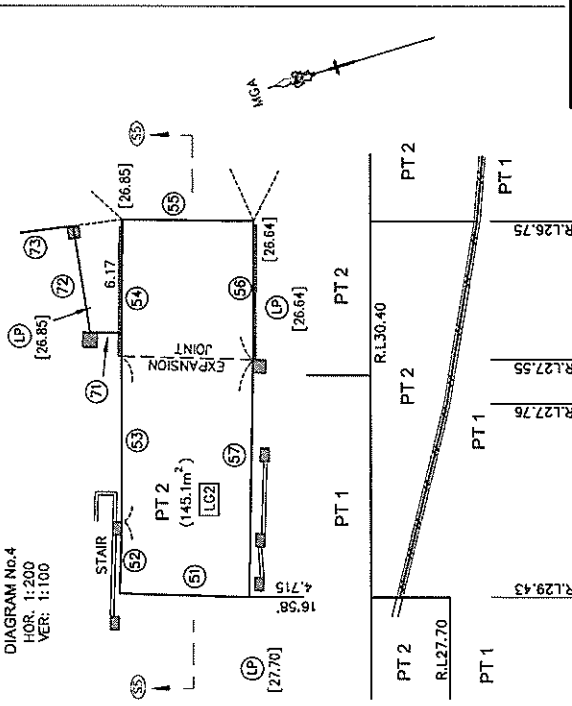
PT 2 (5337m<sup>2</sup>) (LP)  
LIMITED IN DEPTH TO RL27.70  
AND IN HEIGHT TO RL30.40  
AND THE LOWER LIMITS OF LOT 1  
ABOVE AT GROUND FLOOR LEVEL



PT 1 (725.7m<sup>2</sup>)  
LIMITED IN DEPTH  
AND HEIGHT FROM  
R.L.26.64 TO R.L.29.38

DIAGRAM No.4

HOR: 1:200  
VER: 1:100



SCHEDULE OF SHORT BOUNDARIES FOR SLOPING & LEVEL PLANES

No	BEARING	DISTANCE	No	BEARING	DISTANCE
71	18°07'	1.71	88	41°48'	14.85
72	98°22'	5.885	89	3°58'	12.84
73	10°00'	8.42	90	27°55'	22.15
74	172°21'	4.546	91	65°07'	25.02
75	172°39'	4.45	92	37°53'	25.366
76	82°59'	5.33	93	5°50'	22.57
77	90°51'	12.745	94	45°51'	17.205
78	32°24'	10.16	95	31°10'	14.51
79	173°52'	7.85	96	285°56'	14.44
80	285°02'	13.19	97	20°04'	12.265
81	183°38'	11.42	98	10°22'	14.01
82	282°59'	11.18	99	59°35'	17.075
83	134°02'	14.43	100	10°00'	11.155
84	178°43'	18.325	101	112°50'	13.245
85	260°02'	13.145	102	83°24'	14.53
86	52°40'	15.205	103	134°14'	14.075
87	78°41'	11.33	104	35°31'	4.015
88			105	140°09'	8.425

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	CHORD	ARC	RAD.	REMARKS
40	121°07'-55.90			
41	100°46'-1.845			S FACE WALL
42	125°51'-8.34			
43	215°51'-0.16			S FACE WALL
44	125°55'-2.335			
45	117°10'-0.05			S FACE WALL
46	126°38'-7.54			S FACE WALL
47	124°25'-9.20			S FACE WALL
48	121°22'-6.51			S FACE WALL
49	91°16'-7.005	7.305	7.33	S FACE WALL
50	126°35'-7.68			S FACE WALL
51	19°07'-7.05			
52	109°07'-3.90			
53	107°34'-9.01			S FACE KERB
54	108°07'-7.435			
55	198°07'-7.165			N FACE KERB
56	287°58'-7.635			
57	289°00'-12.93			

LEGEND:

- (SP) DENOTES REGULAR SLOPING PLANE BETWEEN STATED RLS
- (LP) DENOTES LEVEL PLANE AT STATED R.L
- [27.05] DENOTES STATED R.L

(LG1) DENOTES PT2 (2430.2m<sup>2</sup>) LIMITED IN DEPTH THE SLOPING AND LEVEL PLANES BETWEEN THE STATED LEVELS AND LIMITED IN HEIGHT TO RL30.40 AND TO THE LOWER LIMITS OF LOT 1 ABOVE AT GROUND FLOOR LEVEL

(LG2) DENOTES PT2 LIMITED IN DEPTH TO THE STRATUM SHOWN IN SECTION SS-S5 AND IN HEIGHT TO RL30.40

Surveyor: CHRISTOPHER THOMAS NORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16237 DP3

LGA: HOLROYD  
Locality: TOONGABBIE  
Subdivision No: 7951/2013  
Lengths are in metres. Reduction Ratio 1:250

Registered:  
18.11.2014

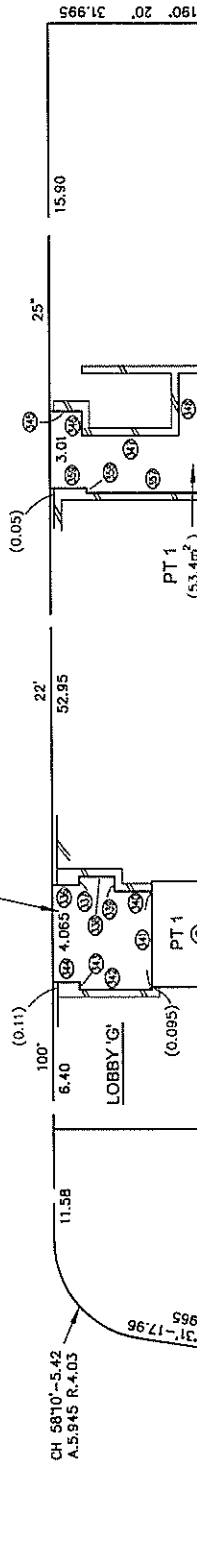
DP1126420

SECTION SS-S5 HOR: 1:200 VER 1:100

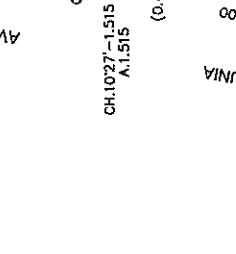
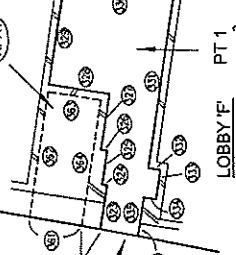
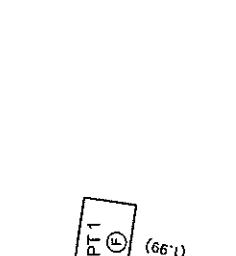
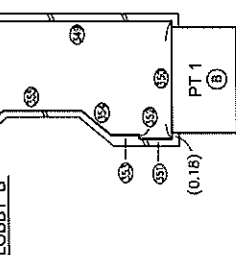
SEE SHEET 7 FOR DIAGRAMS & DETAILS FOR LIFTS (E), (F) & (G)



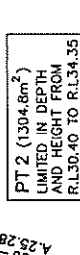
GROUND FLOOR  
LOBBY DIAGRAM  
1:150



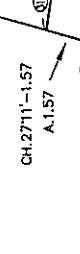
SCHEDULE OF SHORT BOUNDARIES			
LOBBY No	BEARING	DISTANCE	REMARKS
E	109°07'	2.485	SFBW
310	107°20'	1.745	EFBW
311	27°20'	0.44	SFBW
312	108°56'	1.07	WFBW
313	198°56'	0.25	SFBW
314	199°00'	6.585	WFBW
315	199°07'	2.30	NFBW
316	288°55'	2.385	EFBW
317	19°38'	2.42	NFBW
318	288°10'	4.835	EFBW
319	18°33'	0.42	NFBW
320	288°33'	1.41	EFBW
321	289°07'	3.48	SFBW
322	108°32'	0.10	EFBW
323	108°32'	1.36	SFBW
324	108°32'	0.27	EFBW
325	108°32'	2.31	SFBW
326	18°27'	2.695	EFBW
327	109°08'	4.175	SFBW
328	199°04'	7.27	NFBW
329	288°32'	0.31	WFBW
330	288°32'	0.85	NFBW
331	18°32'	0.31	EFBW
332	288°32'	1.605	NFBW
333	190°22'	1.00	WFBW
334	107°22'	0.33	SFBW
335	107°22'	1.34	WFBW
336	281°11'	0.52	NFBW
337	190°06'	1.57	WFBW
338	280°22'	4.13	NFBW
339	107°22'	2.90	EFBW
340	107°22'	0.245	SFBW
341	107°22'	1.00	WFBW
342	107°22'	1.28	NFBW
343	190°52'	0.96	WFBW
344	281°21'	4.025	NFBW
345	101°10'	2.52	SFBW
346	190°22'	9.56	WFBW
347	280°22'	4.585	NFBW
348	9°45'	1.49	EFBW
349	100°22'	0.13	S FACE CONC
350	107°22'	0.78	E FACE CONC
351	50°08'	1.725	SFBW
352	107°22'	3.205	NFBW
353	330°46'	1.925	EFBW
354	107°40'	5.555	SFBW
355	100°40'	1.1	EFBW
356	107°40'	1.405	SFBW



SCHEDULE OF EASEMENT BOUNDARIES			
No	BEARING	DISTANCE	ARC
360	20°35'	0.575	0.575
361	20°13'	2.555	2.555
362	109°08'	5.295	241.4
363	198°26'	2.555	2.555
364	289°08'	5.375	1.20
365	198°10'	0.57	241.4
366	108°10'	6.10	1.20
367	198°38'	1.20	1.20
368	288°10'	5.635	4.155
369	287°03'	4.155	4.155



SCHEDULE OF EASEMENT BOUNDARIES			
No	BEARING	DISTANCE	ARC
370	20°35'	0.575	0.575
371	20°13'	2.555	2.555
372	109°08'	5.295	241.4
373	198°26'	2.555	2.555
374	289°08'	5.375	1.20
375	198°10'	0.57	241.4
376	108°10'	6.10	1.20
377	198°38'	1.20	1.20
378	288°10'	5.635	4.155
379	287°03'	4.155	4.155



(RPA1) RIGHT OF PERSONAL ACCESS 2.555 WIDE LIMITED IN HEIGHT & DEPTH FROM R.L.30.60 TO R.L.33.45  
(RPA2) RIGHT OF PERSONAL ACCESS 1.2 WIDE & VARIABLE LIMITED IN HEIGHT & DEPTH FROM R.L.30.60 TO R.L.33.45

NFBW DENOTES NORTH FACE BLOCK WALL  
SFBW DENOTES SOUTH FACE BLOCK WALL  
WFBW DENOTES WEST FACE BLOCK WALL  
NFBW DENOTES NORTH EAST FACE BLOCK WALL  
SFBW DENOTES SOUTH EAST FACE BLOCK WALL

--- DENOTES BOUNDARY ON FACE OF CONCRETE BLOCK WALL  
--- DENOTES EASEMENT LINE ON FACE OF CONCRETE BLOCK WALL

(G2)	DENOTES PT1 LIMITED IN HEIGHT AND DEPTH FROM R.L.30.60 TO R.L.34.35
(G3)	DENOTES PT1 LIMITED IN HEIGHT AND DEPTH FROM R.L.30.40 TO R.L.33.40

Surveyor: CHRISTOPHER THOMAS NORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16337 DP3

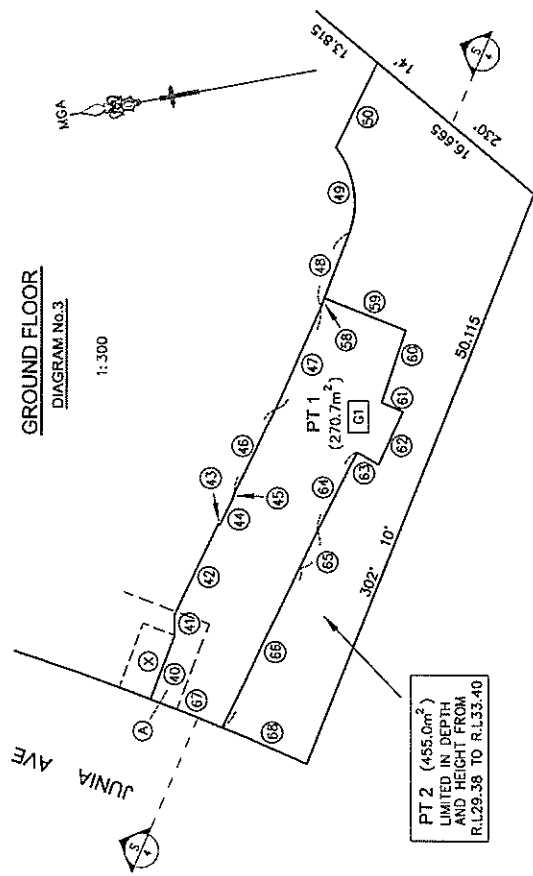
PLAN OF  
SUBDIVISION OF LOT 20 D.P. 1072713  
& LOT 10 SECTION C D.P. 10697

LGA: HOLROYD  
Locality: TOONGABIE  
Subdivision No: 7951/2013  
Lengths are in metres. Reduction Ratio 1:150

Registered:

18.11.2014

DP1126420

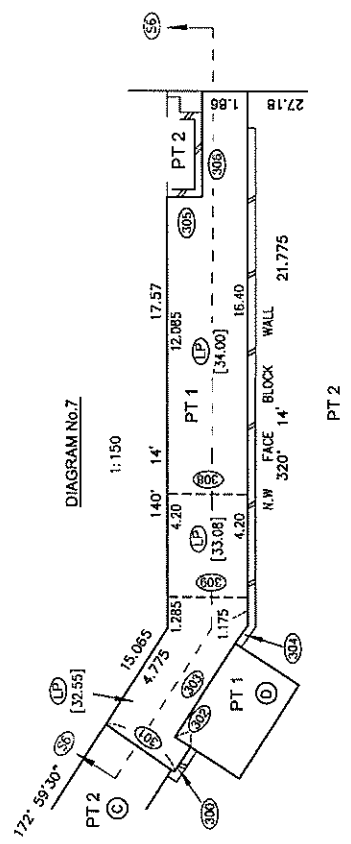
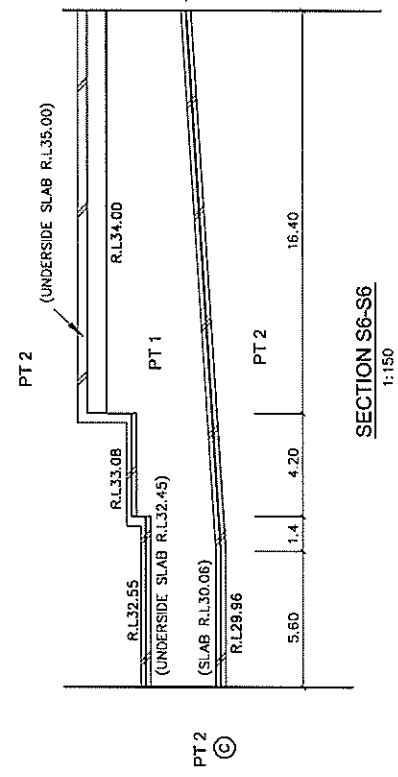
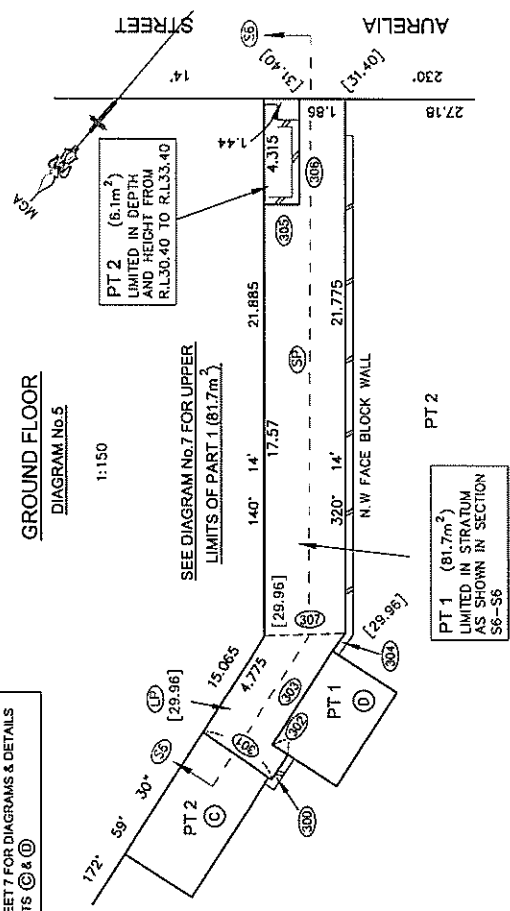


SCHEDULE OF SHORT & CURVED BOUNDARIES			
No	CHORD	ARC	RADIUS
40	121°07'-5.50		
41	100°46'-1.645		
42	125°51'-8.34		
43	215°51'-0.16		
44	125°55'-2.335		
45	117°10'-0.55		
46	126°36'-7.54		
47	124°25'-9.20		
48	121°22'-6.51		
49	91°16'-7.005	7.305	7.33
50	126°36'-7.68		
51	121°22'-0.74		
52	211°32'-7.145		
53	298°44'-6.22		
54	212°46'-1.87		
55	304°58'-4.765		
56	39°47'-2.02		
57	307°31'-7.215		
58	305°24'-3.235		
59	305°13'-14.585		
60	31°58'-6.305	6.305	241.4
61	33°38'-7.50	7.50	241.4

- G1 DENOTES PT1 LIMITED IN DEPTH TO R.L.29.38 AND IN HEIGHT TO R.L.33.40 AND THE LOWER LIMITS OF LOT 2 ABOVE AS SHOWN IN SECTION S4-S4 (SHEET 14)
- X EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE & VAR (D.P.1072713)
- A RESTRICTION ON THE USE OF LAND 1.835 & 2.28 WIDE (D.P.1137779)

SCHEDULE OF SHORT BOUNDARIES - DIAGRAM NOS.5 & 7			
No	BEARING	DISTANCE	REMARKS
300	202°59'	3.32	S FACE OF WALL
301	172°48'	1.26	E FACE OF WALL
302	82°59'	0.665	N FACE OF WALL
303	172°52'	4.455	E FACE OF WALL
304	176°41'	0.94	E FACE OF WALL
305	230°14'	1.385	NW FACE OF WALL
306	140°57'	4.315	SW FACE OF WALL
307	48°18'	3.285	
308	50°14'	3.295	
309	50°14'	3.295	

- LP DENOTES LEVEL PLANE A STATED R.L.
- SP DENOTES REGULAR SLOPING PLANE BETWEEN STATED R.L'S
- [29.96] DENOTES STATED R.L.



Surveyor: CHRISTOPHER THOMAS NORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16237 DP3

LGA: HOLROYD  
Locality: TOONGABIE  
Subdivision No: 7951/2013  
Longlines are in metres. Reduction Ratio:

Registered:  
18.11.2014

DP1126420

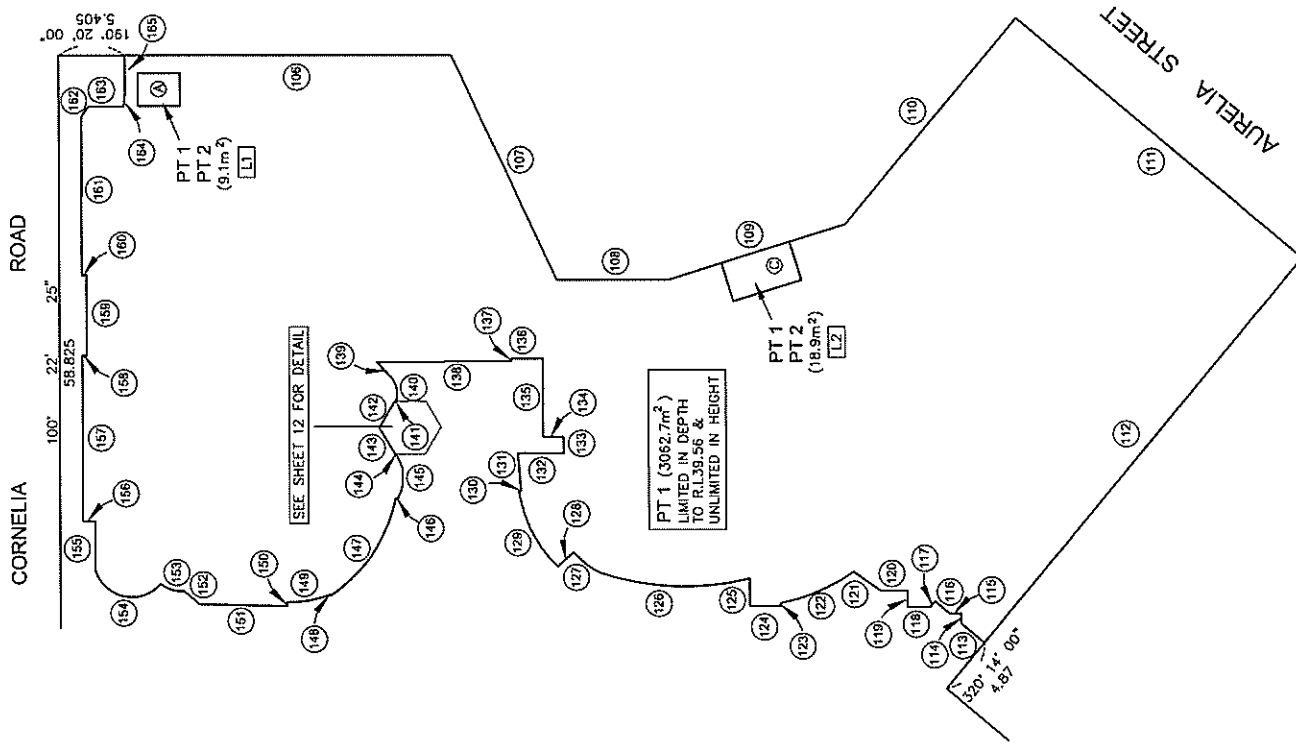
SEE SHEET 7 FOR DIAGRAMS & DETAILS FOR LIFTS (A) & (C)

LEVEL ONE DIAGRAMS  
(SHEET 1 OF 2)

[L1] DENOTES PT1 LIMITED IN DEPTH TO RL41.10 & UNLIMITED IN HEIGHT AND PT2 LIMITED IN HEIGHT TO RL41.10 AND UNLIMITED IN DEPTH

NE - DENOTES EASTERN FACE OF CONCRETE SETDOWN  
NWF - DENOTES NORTHWEST FACE OF CONCRETE SETDOWN  
NF - DENOTES NORTHERN FACE OF CONCRETE SETDOWN  
SEF - DENOTES SOUTHEAST FACE OF CONCRETE SETDOWN  
SWF - DENOTES SOUTHWEST FACE OF CONCRETE SETDOWN  
SF - DENOTES SOUTHERN FACE OF CONCRETE SETDOWN  
NF - DENOTES NORTHERN FACE OF CONCRETE SETDOWN  
WF - DENOTES WESTERN FACE OF CONCRETE SETDOWN  
NEFBW - DENOTES NORTHEAST FACE OF BLOCK WALL  
SEFBW - DENOTES SOUTHEAST FACE OF BLOCK WALL  
NWFBW - DENOTES NORTHWEST FACE OF BLOCK WALL  
SWFBW - DENOTES SOUTHWEST FACE OF BLOCK WALL

[L1] HORIZONTAL BOUNDARIES COINCIDE WITH LIFT (A) BOUNDARIES - SEE SHEET 7 FOR DETAILS  
[L2] HORIZONTAL BOUNDARIES COINCIDE WITH LIFT (C) BOUNDARIES - SEE SHEET 7 FOR DETAILS



SCHEDULE OF SHORT & CURVED BOUNDARIES				REMARKS
No	CHORD	ARC	RADIUS	
106	190'20"-26.55	-	-	-
107	255'19"-20.155	-	-	-
108	190'23"-9.235	-	-	-
109	172'59'30"-15.065	-	-	-
110	140'14'-21.885	-	-	-
111	230'14'-30.48	-	-	-
112	320'14'-40.85	-	-	-
113	50'23'-2.47	-	-	NWF
114	50'23'-2.47	-	-	NF
115	101'01'-0.79	-	-	NF
116	101'11'-9.94	-	-	SWF
117	50'17'-1.55	-	-	NWF
118	320'24'-0.57	-	-	SF
119	10'30'-1.87	-	-	WF
120	100'18'-1.315	-	-	NF
121	10'58'-2.26	-	-	WF
122	45'40'-2.635	-	-	NWF
123	347'04'-6.515	6.565	15.815	WF
124	278'01'-0.24	-	-	SF
125	10'02'-2.49	-	-	WF
126	100'08'-2.26	-	-	NF
127	12'39'-12.28	12.44	22.40	WF
128	48'24'-2.71	2.74	5.98	NWF
129	328'21'-1.77	-	-	SWF
130	73'27'-5.87	6.895	10.785	NF
131	179'42'-0.17	-	-	EF
132	85'50'-3.07	-	-	NF
133	189'42'-3.74	-	-	EF
134	58'27'-1.34	-	-	NF
135	68'27'-1.34	-	-	WF
136	10'04'-1.64	-	-	WF
137	100'34'-6.365	-	-	NF
138	10'09'-2.90	-	-	WF
139	279'01'-0.22	-	-	SF
140	10'06'-10.955	-	-	WF
141	237'26'-1.74	-	-	SEF
142	89'16'-1.83	1.92	1.785	SF
143	41'01'-0.14	-	-	SEFBW
144	311'01'-2.75	-	-	NEFBW
145	249'18'-2.79	-	-	NWFBW
146	159'18'-0.20	-	-	SWFBW
147	279'17'-3.44	3.59	3.56	SF
148	7'24'-0.21	-	-	WF
149	314'15'-9.575	9.825	12.515	SWF
150	65'15'-0.10	-	-	NWF
151	0'21'-3.32	3.54	9.075	WF
152	283'45'-0.32	-	-	WF
153	11'42'-7.08	-	-	WF
154	48'57'-1.605	-	-	NWF
155	28'04'-2.025	2.065	3.08	NWF
156	22'39'-5.455	6.665	3.10	WF
157	100'43'-3.86	-	-	NF
158	8'37'-0.995	-	-	WF
159	100'21'-13.53	-	-	NF
160	189'31'-0.38	-	-	EF
161	100'23'-6.545	-	-	NF
162	10'53'-0.435	-	-	WF
163	100'34'-12.82	-	-	NF
164	135'29'-0.36	-	-	NEF
165	190'14'-2.88	-	-	EF
166	109'28'-1.075	-	-	NF
167	100'20'-3.09	-	-	NF

Surveyor: CHRISTOPHER THOMAS NORTON  
Date of Survey: 1.03.10  
Surveyor's Ref: 16237 DP3

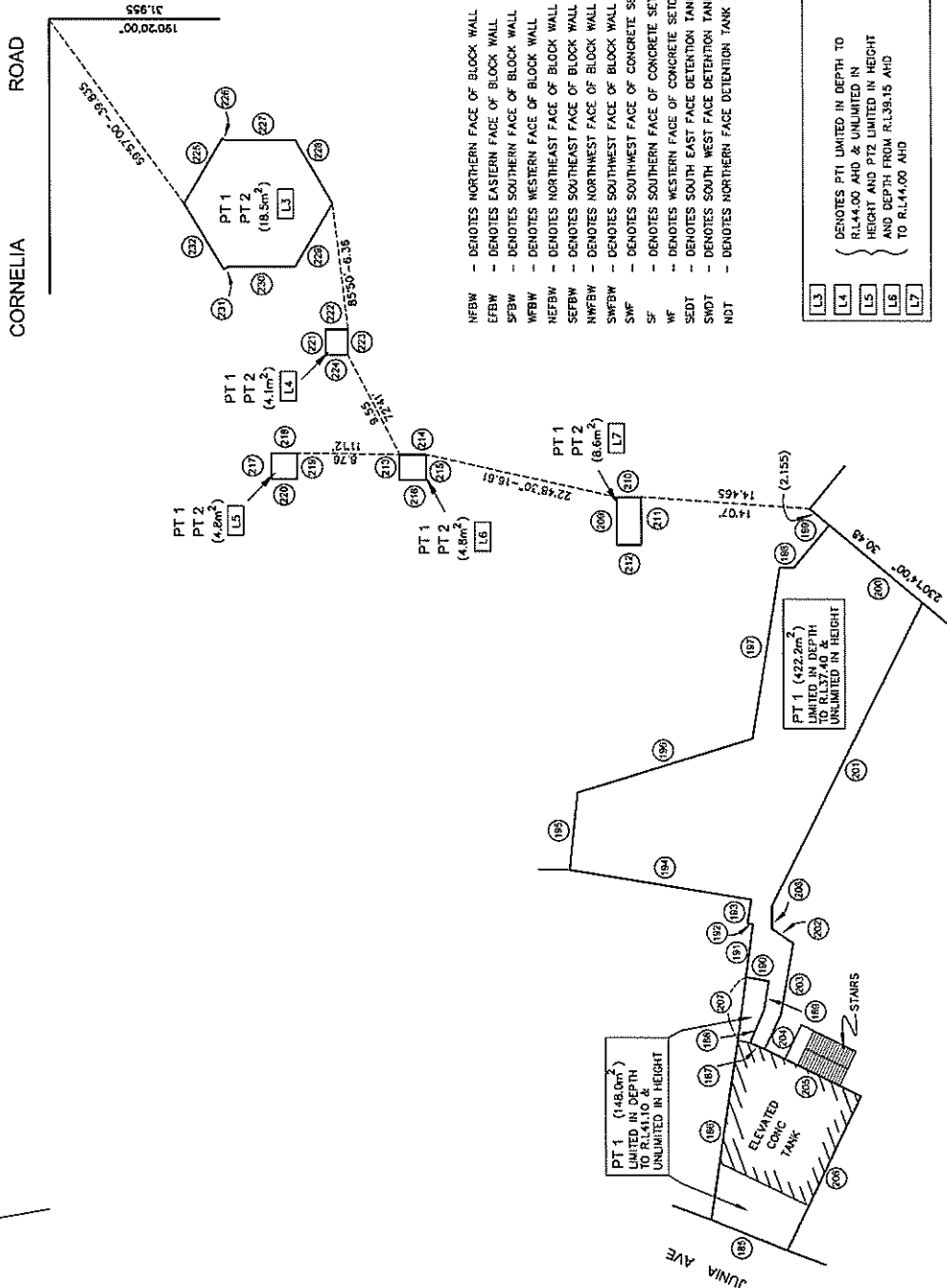
PLAN OF  
SUBDIVISION OF LOT 20 D.P. 1072713  
& LOT 10 SECTION C.D.P. 10697

LGA: HOLROYD  
Locality: TOONGABBIE  
Subdivision No: 7951/2013  
Lengths are in metres. Reduction Ratio 1:300

Registered:  
18.11.2014  
DP1126420

# LEVEL ONE DIAGRAMS

(SHEET 2 OF 2)



No	CHORD	ARC	RADIUS	REMARKS
185	31'53"-7.015	7'015	241.40	NOT
186	109'01"-18.435			SEDT
187	21'40"-1.35			NFBW
188	122'-10'-3.035			NFBW
189	119'-15'-2.485			NFBW
190	18'-45'-1.965			NFBW
191	102'-33'-4.54			NFBW
192	18'-16'-0.30			NFBW
193	109'-52'-2.07			NFBW
194	117'-11'-1.15			NFBW
195	109'-37'-8.015			NFBW
196	123'-14'-13.17			NFBW
197	109'-29'-4.705			NFBW
198	189'-27'-1.23			NFBW
199	140'-10'-4.77			NFBW
200	230'-14'-30.365			NFBW
201	207'-04'-28.89			NFBW
202	216'-52'-2.185			NFBW
203	200'-16'-5.68			NFBW
204	203'-10'-3.21			NFBW
205	216'-05'-8.175			NFBW
206	305'-13'-14.585			NFBW
207	107'-46'-5.445			NFBW
208	248'-35'-2.71			NFBW
209	100'-24'-4.005			NFBW
210	189'-17'-2.115			NFBW
211	200'-24'-4.065			NFBW
212	101'-17'-2.115			NFBW
213	100'-30'-2.18			NFBW
214	189'-20'-2.22			NFBW
215	200'-20'-2.18			NFBW
216	107'-20'-2.22			NFBW
217	100'-20'-2.18			NFBW
218	189'-30'-2.22			NFBW
219	200'-20'-2.18			NFBW
220	107'-20'-2.22			NFBW
221	100'-20'-2.18			NFBW
222	189'-30'-2.22			NFBW
223	200'-20'-2.18			NFBW
224	107'-20'-2.22			NFBW
225	100'-20'-2.18			NFBW
226	189'-30'-2.22			NFBW
227	200'-20'-2.18			NFBW
228	107'-20'-2.22			NFBW
229	100'-20'-2.18			NFBW
230	189'-30'-2.22			NFBW
231	200'-20'-2.18			NFBW
232	107'-20'-2.22			NFBW
233	100'-20'-2.18			NFBW
234	189'-30'-2.22			NFBW
235	200'-20'-2.18			NFBW
236	107'-20'-2.22			NFBW
237	100'-20'-2.18			NFBW
238	189'-30'-2.22			NFBW
239	200'-20'-2.18			NFBW
240	107'-20'-2.22			NFBW
241	100'-20'-2.18			NFBW
242	189'-30'-2.22			NFBW
243	200'-20'-2.18			NFBW
244	107'-20'-2.22			NFBW
245	100'-20'-2.18			NFBW
246	189'-30'-2.22			NFBW
247	200'-20'-2.18			NFBW
248	107'-20'-2.22			NFBW
249	100'-20'-2.18			NFBW
250	189'-30'-2.22			NFBW
251	200'-20'-2.18			NFBW
252	107'-20'-2.22			NFBW
253	100'-20'-2.18			NFBW
254	189'-30'-2.22			NFBW
255	200'-20'-2.18			NFBW
256	107'-20'-2.22			NFBW
257	100'-20'-2.18			NFBW
258	189'-30'-2.22			NFBW
259	200'-20'-2.18			NFBW
260	107'-20'-2.22			NFBW
261	100'-20'-2.18			NFBW
262	189'-30'-2.22			NFBW
263	200'-20'-2.18			NFBW
264	107'-20'-2.22			NFBW
265	100'-20'-2.18			NFBW
266	189'-30'-2.22			NFBW
267	200'-20'-2.18			NFBW
268	107'-20'-2.22			NFBW
269	100'-20'-2.18			NFBW
270	189'-30'-2.22			NFBW
271	200'-20'-2.18			NFBW
272	107'-20'-2.22			NFBW
273	100'-20'-2.18			NFBW
274	189'-30'-2.22			NFBW
275	200'-20'-2.18			NFBW
276	107'-20'-2.22			NFBW
277	100'-20'-2.18			NFBW
278	189'-30'-2.22			NFBW
279	200'-20'-2.18			NFBW
280	107'-20'-2.22			NFBW
281	100'-20'-2.18			NFBW
282	189'-30'-2.22			NFBW
283	200'-20'-2.18			NFBW
284	107'-20'-2.22			NFBW
285	100'-20'-2.18			NFBW
286	189'-30'-2.22			NFBW
287	200'-20'-2.18			NFBW
288	107'-20'-2.22			NFBW
289	100'-20'-2.18			NFBW
290	189'-30'-2.22			NFBW
291	200'-20'-2.18			NFBW
292	107'-20'-2.22			NFBW
293	100'-20'-2.18			NFBW
294	189'-30'-2.22			NFBW
295	200'-20'-2.18			NFBW
296	107'-20'-2.22			NFBW
297	100'-20'-2.18			NFBW
298	189'-30'-2.22			NFBW
299	200'-20'-2.18			NFBW
300	107'-20'-2.22			NFBW
301	100'-20'-2.18			NFBW
302	189'-30'-2.22			NFBW
303	200'-20'-2.18			NFBW
304	107'-20'-2.22			NFBW
305	100'-20'-2.18			NFBW
306	189'-30'-2.22			NFBW
307	200'-20'-2.18			NFBW
308	107'-20'-2.22			NFBW
309	100'-20'-2.18			NFBW
310	189'-30'-2.22			NFBW
311	200'-20'-2.18			NFBW
312	107'-20'-2.22			NFBW
313	100'-20'-2.18			NFBW
314	189'-30'-2.22			NFBW
315	200'-20'-2.18			NFBW
316	107'-20'-2.22			NFBW
317	100'-20'-2.18			NFBW
318	189'-30'-2.22			NFBW
319	200'-20'-2.18			NFBW
320	107'-20'-2.22			NFBW
321	100'-20'-2.18			NFBW
322	189'-30'-2.22			NFBW
323	200'-20'-2.18			NFBW

- NFBW - DENOTES NORTHERN FACE OF BLOCK WALL
- EFBW - DENOTES EASTERN FACE OF BLOCK WALL
- SFBW - DENOTES SOUTHERN FACE OF BLOCK WALL
- WFBW - DENOTES WESTERN FACE OF BLOCK WALL
- NEFBW - DENOTES NORTHEAST FACE OF BLOCK WALL
- SEFBW - DENOTES SOUTHEAST FACE OF BLOCK WALL
- NWFBW - DENOTES NORTHWEST FACE OF BLOCK WALL
- SWFBW - DENOTES SOUTHWEST FACE OF BLOCK WALL
- SNF - DENOTES SOUTHWEST FACE OF CONCRETE SETDOWN
- SF - DENOTES SOUTHERN FACE OF CONCRETE SETDOWN
- WF - DENOTES WESTERN FACE OF CONCRETE SETDOWN
- SEDT - DENOTES SOUTH EAST FACE DETENTION TANK WALL
- SNOT - DENOTES SOUTH WEST FACE DETENTION TANK WALL
- NDT - DENOTES NORTHERN FACE DETENTION TANK WALL

L3 DENOTES FTL LIMITED IN DEPTH TO R/L4.00 AND UNLIMITED IN HEIGHT AND PT2 LIMITED IN HEIGHT AND DEPTH FROM R/L3.915 AND TO R/L4.00 AND  
 L4  
 L5  
 L6  
 L7

Surveyor: CHRISTOPHER THOMAS HORTON  
 Date of Survey: 1.03.10  
 Surveyor's Ref: 16237 DP3

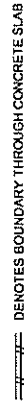
PLAN OF  
 SUBDIVISION OF LOT 20 D.P. 1072713  
 & LOT 10 SECTION C.D.P. 10697

LGA: HOLROYD  
 Locality: TOONGABIE  
 Subdivision No: 7951/2013  
 Lengths are in metres. Reduction Ratio N.T.S.

Registered:  
 18.11.2014

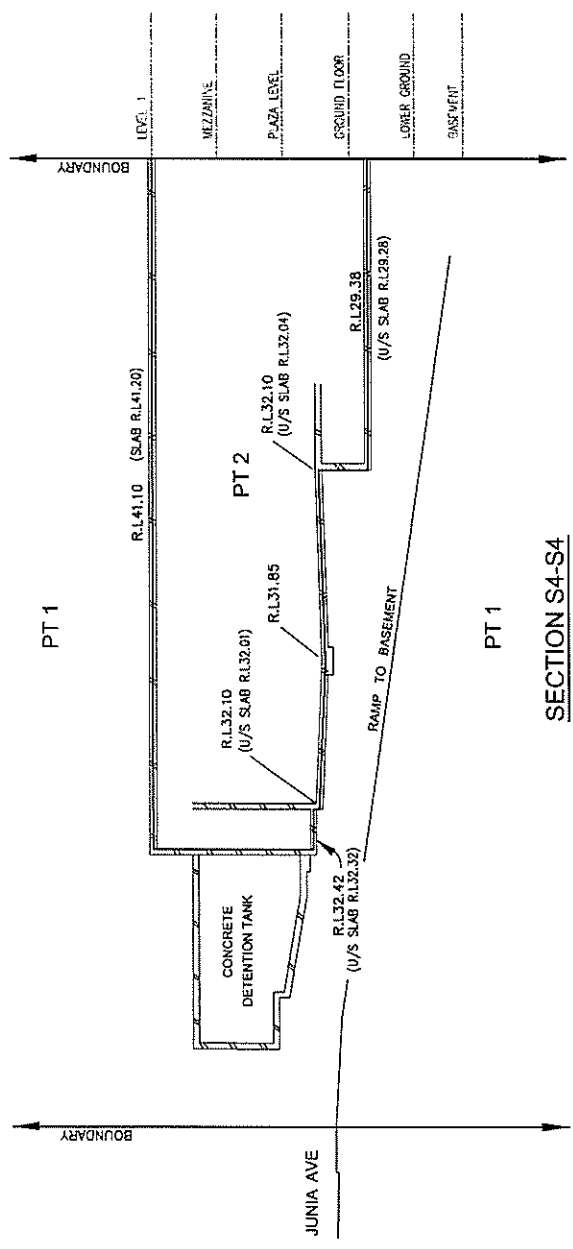
DP1126420



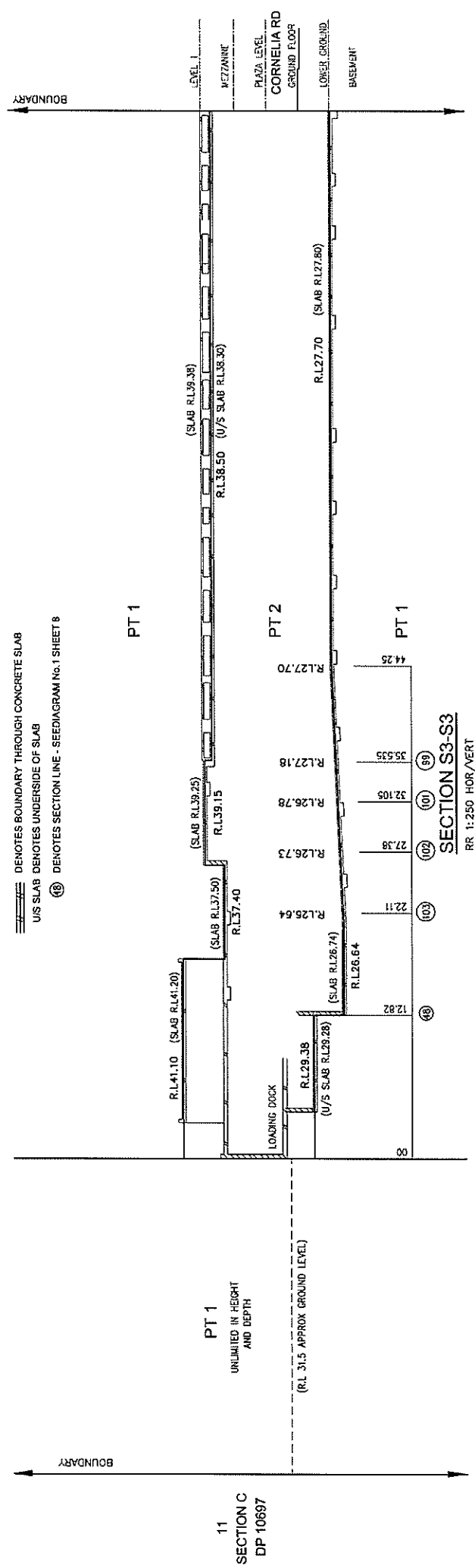


===== DENOTES BOUNDARY THROUGH CONCRETE SLAB

DP1126420



== DENOTES BOUNDARY THROUGH CONCRETE SLAB  
U/S SLAB DENOTES UNDERSIDE OF SLAB  
④ DENOTES SECTION LINE - SEEDING DIAGRAM No. 1 SHEET 8



Surveyor: CHRISTOPHER THOMAS HORTON Date of Survey: 1.03.10 Surveyor's Ref: 16237 DP3	PLAN OF SUBDIVISION OF LOT 20 D.P. 1072743 & LOT 10 SECTION C.D.P. 10697	LGA: HOLROYD Locality: TOONGABBIE Subdivision No: 7951/2013 Lengths are in metres. Reduction Ratio 1:250	Registered: 18.11.2014	DP1126420
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**PLAZA LEVEL DIAGRAM**  
(SHEET 1 OF 1)



SCHEDULE OF SHORT & CURVED BOUNDARIES			
NO	CHORD	ARC	RADIUS
413	50.23-2.47		
414	101.01-0.79		
415	101.11-0.94		
416	50.17-1.55		
417	320.24-0.57		
418	100.30-1.87		
419	100.18-1.15		
420	10.56-2.26		
421	45.40-2.635		
422	347.04-6.515	6.565	15.815
423	278.01-0.24		
424	10.02-2.49		
425	100.08-2.26		
426	12.36-12.28	12.44	22.40
427	49.24-2.71	2.74	6.95
428	329.21-1.77		
429	73.27-6.87	6.965	10.785
430	178.42-0.17		
431	85.50-3.07		
432	189.42-3.14		
433	88.27-1.31		
434	10.04-1.64		
435	100.34-6.365		
436	10.09-2.60		
437	279.01-0.22		
438	10.08-10.855		
439	237.26-1.74		
440	89.16-1.83	1.92	1.785
441	41.01-0.14		
442	311.01-2.75		
443	248.18-2.79		
444	158.18-0.20		
445	279.17-3.44	3.59	3.56
446	7.24-0.21		
447	314.15-9.75	9.825	12.515
448	65.15-0.10		
449	0.21-1.352	3.54	9.075
450	283.45-0.32		
451	11.42-7.09		
452	49.57-1.605		
453	28.04-2.025	2.065	3.09
454	22.38-5.435	6.665	3.10
455	100.43-3.36		
456	87.37-0.895		
457	100.21-13.63		
458	189.31-0.38		
459	100.23-6.545		
460	10.53-0.435		
461	100.34-12.92		
462	135.29-0.98		
463	180.14-2.86		
464	106.28-10.75		
465	100.20-3.09		

DP1126420

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT FOR SERVICE CABLES, DUCTS & FIRE SAFETY EQUIPMENT (E1)
2. EASEMENT FOR SUPPORT (E2)
3. EASEMENT FOR ACCESS FOR MAINTENANCE PURPOSES (E3)
4. RIGHT OF PERSONAL ACCESS 2.555 WIDE LIMITED IN HEIGHT AND DEPTH (RPA1)
5. RIGHT OF PERSONAL ACCESS 1.2 WIDE & VARIABLE LIMITED IN HEIGHT AND DEPTH (RPA2)
6. RIGHT TO USE FIRE STAIRS, PASSAGES & EXITS (E4)
7. RIGHT TO USE & ACCESS PLANT ROOMS (E5)
8. EASEMENT FOR AIR SUPPLY & EXTRACTION (E6)
9. POSITIVE COVENANT (P)
10. RESTRICTION ON THE USE OF LAND (R)
11. POSITIVE COVENANT

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

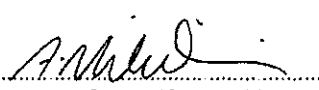
Crown Lands NSW/Western Lands Office Approval

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

Subdivision Certificate

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


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

  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: HOLROYD CITY COUNCIL  
Date of Endorsement: 19 APRIL 2013  
Accreditation no: -  
Subdivision Certificate no: 7951/2013  
File no: 2010/478

\* Delete whichever is inapplicable.

DP1126420

Registered:  18.11.2014  
Title System: TORRENS  
Purpose: SUBDIVISION

PLAN OF

SUBDIVISION LOT 20 D.P.1072713  
& LOT 10 SECTION C D.P.10697

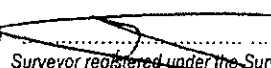
LGA: HOLROYD  
Locality: TOONGABBIE  
Parish: PROSPECT  
County: CUMBERLAND

Surveying Regulation, 2006

I, CHRISTOPHER THOMAS NORTON  
of NORTON SURVEY PARTNERS PTY LTD  
P.O. BOX 289 ROZELLE N.S.W 2039  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 1.03.10

The survey relates to LOTS 1 & 2

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

Signature:  Dated: 1.03.10  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: "A - B"  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

D.P.1072713  
D.P.1137779  
D.P.10697

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

SURVEYOR'S REFERENCE: 16237 DP3

NOV 20 2014

PLAN OF

SUBDIVISION OF LOT 20 D.P.1072713 & LOT 10  
SECTION C D.P.10697

DP1126420

Registered:



18.11.2014

Subdivision Certificate No: 7951/2013

Date of Endorsement: 19-4-2013

EXECUTED by  
Buildwell Australia Pty Limited  
ACN 140 674 719  
in accordance with s127 of  
the Corporations Act 2001

*Sank*  
Sanjeev Kumar  
Sole Director/Secretary



Consent of Mortgagee

Bendigo and Adelaide Bank Limited ABN 11 068 049 being the Mortgagee of the land within Certificate of Title Folio Identifier 20/1072713 & 10/C/10697 HEREBY CONSENTS to registration of Plan of Subdivision

DATED this 15th day of September 2014

SIGNED FOR AND ON BEHALF OF BENDIGO & ADELAIDE BANK LIMITED ABN 11 068 049 178

BY *Alistair Gomeze* AND *Deborah Bickham*

Its duly constituted Attorneys WHO HEREBY DECLARE that at the time of execution by them of this document they have no notice of the revocation of the Power of Attorney Registered No. Book under the authority of which they have executed the within document.

*[Signature]*  
Signature of Attorney

Alistair Gomeze  
Loans Administration Manager

Office Held

*[Signature]*  
Signature of Witness  
Edwin Fumunduz  
Senior Loans Administration Officer

Name of Witness

Rialto Towers, Level 41, 525 Collins Street, Melbourne VIC 3000

Address of Witness

*[Signature]*  
Signature of Attorney

Deborah Bickham  
Loans Administration Officer

Office Held

*[Signature]*  
Signature of Witness  
James Penzo  
Loans Administration Officer

Name of Witness

Rialto Towers, Level 41, 525 Collins Street, Melbourne VIC 3000

Address of Witness



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

Lengths are in metres

(Sheet 1 of 9 sheets)

**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
 Lot 10 Section C DP 10697  
 covered by Subdivision Certificate No. 7951/2013

Full name and address of the  
 owner of the land:

Buildwell Australia Pty Limited  
 1/129 Magowar Road  
 TOONGABBIE NSW 2146

**PART 1**

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 service cables, ducts and fire safety equipment	1 2 (Entire Lot)	2 1
2	Easement for support	1 2 (Entire Lot)	2 1
3	Easement for access for maintenance purposes	1 2 (entire Lot)	2 1
4	Right of Personal Access 2.555 wide limited in height & depth (RPA1)	2	1
5	Right of Personal Access 1.2 wide & variable limited in height & depth (RPA2)	2	1
6	Right to Use Fire Stairs, Passages and Exits	1 2 (Entire Lot)	2 1
7	Right to Use and Access Plant Rooms	1 2 (Entire Lot)	2 1
8	Easement for Air Supply & Extraction	1 2 (entire Lot)	2 1
9	Positive Covenant	1 (Entire Lot) 2 (Entire Lot)	Holroyd City Council
10	Restriction on the Use of Land	1 (Entire Lot) 2 (Entire Lot)	Holroyd City Council
11	Positive Covenant	2	1

APPROVED BY HOLROYD CITY COUNCIL

*S. J. K.*

*A. M. M.*  
 .....  
 Authorised Officer

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

Lengths are in metres

(Sheet 2 of 9 sheets)

**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 79471/2013.

**PART 2**

**Terms of Easement for service cables, ducts & fire safety equipment numbered 1 in the plan**

Full free and unimpeded right for the registered proprietor of the lot benefited and every person authorised by him from time to time to:

1. have utilities and services which exist at the date of registration of this instrument to remain in place;
2. install new utilities and services that are reasonably necessary for the operation of the lot benefited;
3. inspect, repair, maintain, renew, replace and remove those utilities and services;
4. have services supplied to the lot benefited pass through those utilities and services including service cables, ducts, pipes, conduits, shafts and fire safety equipment in that part of the lot burdened by the said easement.

In exercising the rights under this easement, the registered proprietor of the lot benefited and every person authorised by him may enter the whole of the burdened lot for a reasonable period of time and remain on the whole of the burdened lot for a reasonable period of time with or without workmen, materials and specialist services after first obtaining the consent of the registered proprietor of the burdened lot, which consent shall not be unreasonably withheld.

The registered of the lot benefited must, in exercising his rights under this easement:

1. ensure all work is carried out properly and in a workmanlike manner;
2. cause as little disturbance as possible to the registered proprietor of the burdened lot and any occupier of that lot;
3. cause as little damage as is practicable to the burdened lot and any improvement erected on it;
4. make good any collateral damage, without unreasonable delay.


**Terms of Easement for Support numbered 2 in the plan**

Full free and unimpeded right for the registered proprietor of the lot benefited from time to time to:

1. have those parts of any structures or improvements erected on the lot benefited from time to time to be supported vertically and horizontally and in any other direction by the whole of the

APPROVED BY HOLROYD CITY COUNCIL

SOSK

  
Authorised Officer



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

Lengths are in metres

(Sheet 3 of 9 sheets)

**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 7951/2013

**PART 2**

lot burdened and by any structures and improvements erected on the lot burdened; and

2. insist that any structures and improvements from the lot benefited which project on to the whole or any part of the lot burdened at the date of registration of this instrument remain on the lot burdened at all times

**Terms of Easement for access for maintenance purposes numbered 3 in the plan**

Full free and unimpeded right for the registered proprietor of the lot benefited and every person authorised by him from time to time to pass through or remain on the whole of the lot burdened and access any plant and equipment, including but not limited to ducting, wiring, conduit, cables, switches, valves, pipes, pits, pumps, fans, risers, and electrical & mechanical devices that supply a service or utility the lot benefited for the purpose of inspecting, installing, repairing, renewing, maintaining and replacing or removing any such plant and equipment.

In exercising the rights under this easement, the registered proprietor of the lot benefited and every person authorised by him may enter the whole of the burdened lot for a reasonable period of time and remain on the whole of the burdened lot for a reasonable period of time with or without workmen, materials and specialist services after first obtaining the consent of the registered proprietor of the burdened lot, which consent shall not be unreasonably withheld.

The registered proprietor of the lot benefited must, in exercising his rights under this easement:

1. ensure all work is carried out properly and in a workmanlike manner;
2. cause as little disturbance as possible to the registered proprietor of the burdened lot and any occupier of that lot;
3. cause as little damage as is practicable to the burdened lot and any improvement erected on it;
4. make good any collateral damage, without reasonable delay.

**Terms of Right of personal access numbered 4 & 5 in the plan**

Full free and unimpeded right for the registered proprietor of the lot benefited and every person authorised by him from time to time to go, pass and repass at all times on foot for all purposes through those parts of the lot burdened shown on the plan as "Right of Personal Access" or "RPA".

APPROVED BY HOLROYD CITY COUNCIL

  
Authorised Officer

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

Lengths are in metres

(Sheet 4 of 9 sheets)

**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 7951/293

**PART 2**

**Terms of Right to use Fire Stairs, Passages and Exits numbered 6 in the plan**

Full free and unimpeded right for the registered proprietor of the lot benefited and every person authorised by him from time to time to:

- (a) pass across the parts of the burdened lot capable of being used for the purpose, including fire stairs, passages and exits (Easement Site), in order to exit the Benefited lot; and
- (b) do anything reasonably necessary for that purpose, including:
  - (i) entering the Burdened lot; and
  - (ii) taking anything on to the Burdened lot.

The registered proprietor of the lot benefited and anyone authorised by him must, in exercising his rights under this easement:

- (a) cause as little inconvenience as practicable to the registered proprietor of the burdened lot and any occupier of that lot; and
- (b) cause as little damage as practicable to the easement site and any improvements on it;

The registered proprietor of the lot benefited and anyone authorised by him, in exercising his rights under this easement does so at his own risk.

The registered proprietor of the benefited lot releases the registered proprietor of the burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any incident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the extent they are caused or contributed to by the willful or negligent act or omission of the registered proprietor of the Burdened lot.

**Terms of Right to Use and Access Plant Rooms numbered 7 in the plan**

Full free and unimpeded right for the registered proprietor of the lot benefited and every person authorised by him from time to time to use and access the plant rooms located on the lot burdened at all times by foot and with or without tools, plant and other equipment.

The registered proprietor of the lot benefited and anyone authorised by him must, in exercising his rights under this easement:

- (a) cause as little inconvenience as practicable to the registered proprietor of the lot burdened and any occupier of that lot; and
- (b) cause as little damage as practicable to the easement site or the lot

APPROVED BY HOLROYD CITY COUNCIL

3-5/12

  
.....  
Authorised Officer

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

Lengths are in metres

(Sheet 5 of 9 sheets)

**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 19151/293

**PART 2**

burdened and any improvements on it;

- (c) promptly rectify any damage caused to the easement site or the lot burdened while exercising or complying with obligations under this easement.

The registered proprietor of the lot benefited and anyone authorised by him:

- (a) may not install additional plant or equipment in a plant room without the written consent of the registered proprietor of the lot burdened (and which must not unreasonably withhold); and
- (b) may only repair, maintain or replace its plant located in a plant room with similar plant and equipment as are located in the plant room at the date of registration of this instrument.

The registered proprietor of the lot benefited and anyone authorised by him must not reasonably obstruct the use of the lot burdened.

**Terms of Easement for Air Supply and Extraction numbered 8 in the plan**

Full free and unimpeded right for the registered proprietor and occupiers of the lot benefited or any part thereof with which the right will be capable of enjoyment, and every person authorised by him from time to time to have fresh air drawn into and exhaust air extracted from the lot benefited using any air supply and extraction plant, equipment and air passages situated within the lot burdened.

The registered proprietor and occupiers of the lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him may enter on the lot burdened, with or without workmen, materials and specialist services for the purpose of installing, repairing, maintaining, renewing and replacing or removing any such air supply and extraction plant and equipment provided they have first obtained the consent of the owner of the lot burdened which consent shall not be unreasonably withheld.

The registered proprietor of the lot benefited and anyone authorised by him must, in exercising his rights under this easement:

- a) ensure all work is done properly; and
- b) cause as little interference as possible to the owner any occupier of the lot burdened;
- c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- d) make good any collateral damage.

APPROVED BY HOLROYD CITY COUNCIL

  
Authorised Officer

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

Lengths are in metres

(Sheet 6 of 9 sheets)

**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 7951/2013

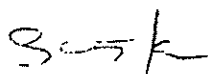
**PART 2**

**Terms of Positive Covenant numbered 9 in the plan**

The expression "on-site stormwater 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. Any on-site stormwater detention system constructed on the lots burdened is hereafter referred to as "the system". The system shall also include any water quality improvement devices.

1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:
  - (a) keep the system clean and free from silt, rubbish and debris.
  - (b) maintain and repair at the sole expense of the registered proprietor the whole of the system so that it functions in a safe and efficient manner.
  - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the 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) 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 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 subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
    - (ii) legal costs on an indemnity basis for 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.

APPROVED BY HOLROYD CITY COUNCIL

  
Authorised Officer

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

Lengths are in metres

(Sheet 7 of 9 sheets)

**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 7451 } 2013

**PART 2**

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

**Terms of Restriction on the Use of Land numbered 10 in the plan**

The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system which is constructed on the lot(s) burdened without the prior consent in writing of Holroyd City Council. The expression "on-site stormwater 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". Any on-site stormwater detention system constructed on the lot(s) burdened is hereafter referred to as "the system". The system shall also include any water quality improvement devices.

Name of Authority having the power to release, verify or modify the restriction referred to is  
Holroyd City Council.

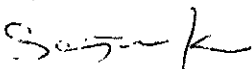
**Terms of Positive Covenant numbered 11 in the plan**

The registered proprietor of the lot burdened agrees to use its best endeavours to minimise any inconvenience or disruption to the registered proprietor of the lot benefited and any of its occupiers in carrying out the Development Works and in particular:

1. ensure convenient site access at all times to the whole and any part of the lot benefited including without limitation any loading dock and carpark for the benefit of the registered proprietor of the lot benefited, its occupiers and their customers, employees, contractors and invitees; and
2. ensure that dust, noise and nuisance are suppressed; and
3. maintain continuity of services (including without limitation electrical supply) to each part of the lot benefited.

The registered proprietor of the lot burdened releases the registered proprietor of the lot benefited from any liability in respect of the Development Works and indemnifies the registered proprietor of the lot benefited from any loss, damage, expense, liability, claim, demand or injury arising from or in conjunction with the carrying of the Development Works including without limitation any damages

APPROVED BY HOLROYD CITY COUNCIL



  
.....  
Authorised Officer

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

Lengths are in metres

(Sheet 8 of 9 sheets)

**DP1126420**


Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 1951/2013

**PART 2**

payable by the registered proprietor of the lot benefited in connection with any breach of any contractual arrangement by the registered of the lot benefited to any occupier as a result of the breach of this covenant by the registered proprietor of the lot burdened.

For the purposes of this covenant, "Development Works" means the development works to be undertaken pursuant to Development Consent 2004/435 issued by Council (as modified by determination to modification application number 2004/436/5 dated 29 September 2009) and Development Consent 2003/651/09 dated 26 June 2009 ("Development Consent").

APPROVED BY HOLROYD CITY COUNCIL

  
.....  
Authorised Officer

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

Lengths are in metres

(Sheet 9 of 9 sheets)

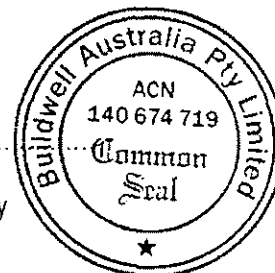
**DP1126420**

Plan of subdivision Lot 20 DP 1072713 &  
Lot 10 Section C DP 10697  
covered by Subdivision Certificate No. 7251/2013

**PART 2**

EXECUTED by  
Buildwell Australia Pty Limited  
ACN 140 674 719  
in accordance with s127 of  
the Corporations Act 2001

*Sanjeev Kumar*  
Sanjeev Kumar  
Sole Director/Secretary



**Consent of Mortgagee**

Bendigo and Adelaide Bank Limited ABN 11 068 049 being the Mortgagee of the land within Certificate of Title Folio Identifier 20/1072713 & 10/C/10697 HEREBY CONSENTS to registration of Plan of Subdivision

DATED this 15<sup>th</sup> day of SEPTEMBER 2014

SIGNED FOR AND ON BEHALF OF BENDIGO & ADELAIDE BANK LIMITED ABN 11 068 049 178

BY *Alistair Gomeze* AND *Deborah Bickham*  
Its duly constituted Attorneys WHO HEREBY DECLARE that at the time of execution by them of this document they have no notice of the revocation of the Power of Attorney Registered No. Book under the authority of which they have executed the within document.

*Alistair Gomeze*  
Signature of Attorney

Alistair Gomeze  
Loans Administration Manager

*Deborah Bickham*  
Signature of Attorney

Deborah Bickham  
Loans Administration Officer

Office Held  
*Edwin Fumunduz*  
Signature of Witness

Edwin Fumunduz  
Senior Loans Administration Officer

Name of Witness

Rialto Towers, Level 41, 525 Collins Street, Melbourne VIC 3000

Address of Witness

Office Held  
*James Penzo*  
Signature of Witness

James Penzo  
Loans Administration Officer

Name of Witness

Rialto Towers, Level 41, 525 Collins Street, Melbourne VIC 3000

Address of Witness

APPROVED BY HOLROYD CITY COUNCIL

Authorised Officer

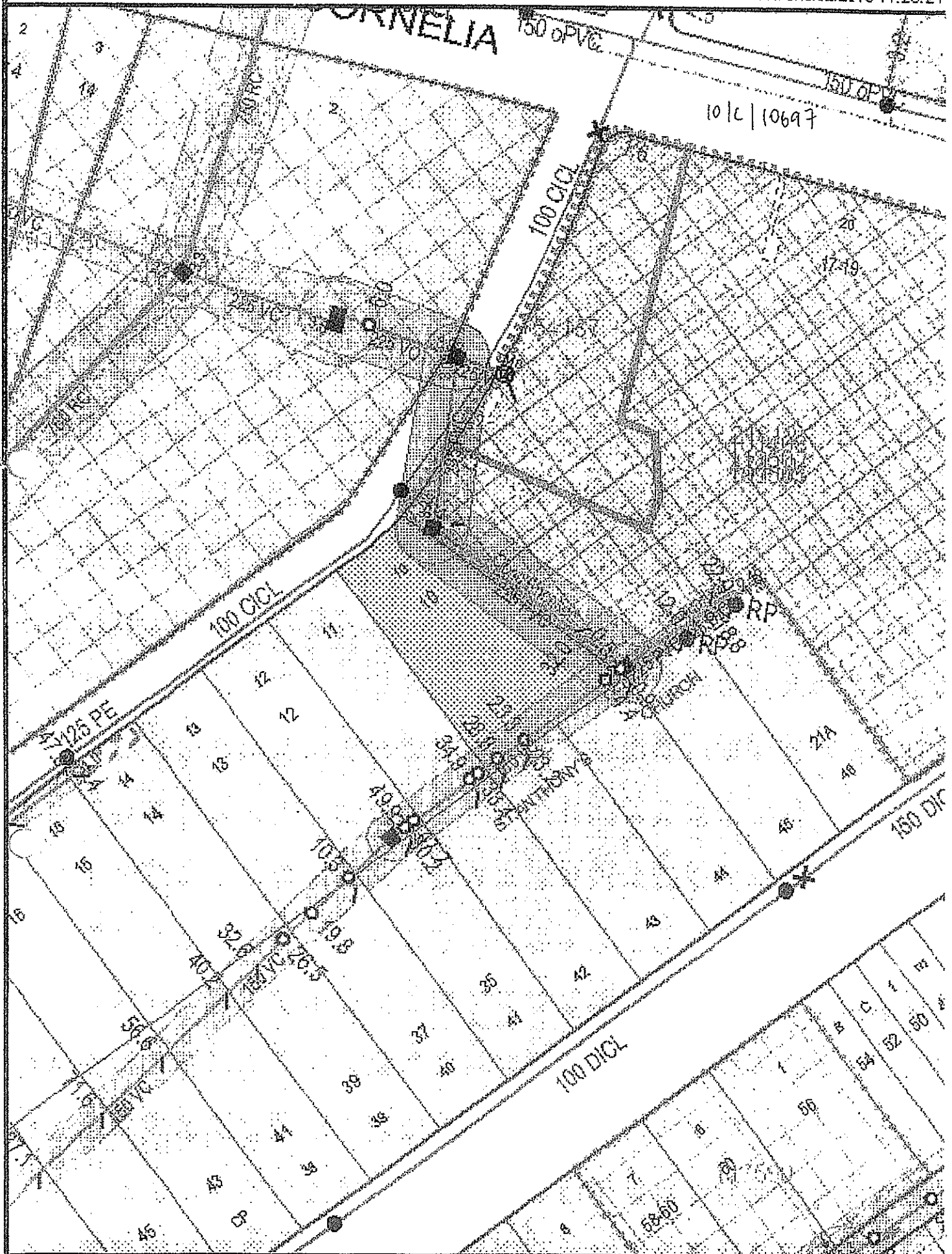
REGISTERED



18.11.2014







NOTES: This diagram only indicates available sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, manholes and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

# SEWERAGE SERVICE DIAGRAM

## Municipality of Holroyd

No. 110064

V.H.L.

☐ Boundary Trap  
☐ Pit  
☐ G.I. Grease Interceptor  
☐ Gully  
☐ S.P. Trap  
☐ R.S. Reflux Sink

## SYMBOLS AND ABBREVIATIONS

☒ R.V. Reflux Valve  
 — C.E. Cleaning Eye  
 VERT. Vertical Pipe  
 V.P. Vent. Pipe  
 S.V.P. Soil Vent. Pipe  
 D.C.C. Down Cast Cowl

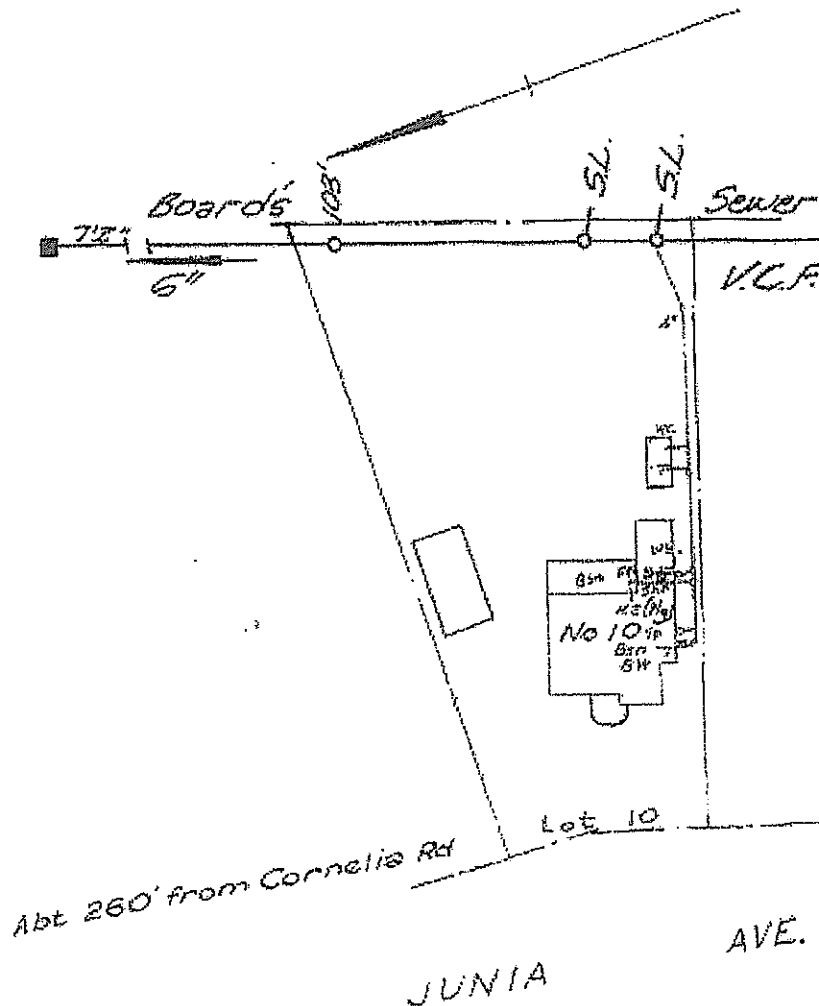
I.P. Inducy Pipe  
 M.F. Mica Flap  
 T. Tube  
 K.S. Kitchen Sink  
 W.C. Water Closet  
 B.W. Bath Waste

B.S. Basin  
 S.S. Shower  
 W.I.P. Wrought Iron Pipe  
 C.I.P. Cast Iron Pipe  
 F.W. Floor Waste  
 W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

## SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



10/C/10697

RATH No. \_\_\_\_\_ W.C.s. \_\_\_\_\_ U.C.s. \_\_\_\_\_ 19. \_\_\_\_\_

SHEET No. 7283

OFFICE USE ONLY

FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.			Date		
Shr.	Inspector		Outfall	Inspector	
Rso.	Examined by		Drafter		
K.S.			Plumber		
T.	Chief Inspector		Boundary Trap		
Pig.					

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater drains, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.



CUMBERLAND  
COUNCIL

Our Reference:  
Contact:  
Phone:

2004/436/9  
Mr V Yogeswaran  
02 87579951

**FINAL OCCUPATION CERTIFICATE No. 2004/436/3**  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979 (AS AMENDED)**  
**SECTION 109C(c)**

5 April 2018

Universal Property Group Pty Ltd  
137 Gilba Road  
GIRRAWEE NSW2145

Dear Sir/Madam

I, Mr V Yogeswaran of Cumberland Council certify that a Development Consent/Construction Certificate has been issued with respect to the plans and specifications for the building and the building is suitable for occupation and use in accordance with its classification under the Building Code of Australia.

**Address of Premises**

Address: 17-19 Aurelia Street (12 Cornelia Road), Toongabbie

Property Lot & DP: Lot 20, DP 1072713

**Related Documents**

Development Consent No 2004/436/1  
2004/436/2  
2004/436/5  
2004/436/6  
2004/436/7

Dated: 16 March 2004  
Dated: 21 June 2004  
Dated: 29 September 2009  
Dated: 26 October 2009  
Dated: 20 May 2016

Construction Certificate No.2004/436/3

Dated: 15 August 2016

Final Fire Safety Certificate:

Dated: 20 December 2017

**Building Details:** Portico Plaza Stage 2. Three storey residential flat building containing 23 units above commercial portion and associated car park

**BCA Classification: 2 Portion:- Residential portion above commercial area and carpark**

Fee: \$550

Receipt No. 616988

  
V. Yogeswaran  
A1 Accredited Certifier BPB Reg.No. 0902

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 F 02 9840 9734 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au  
ABN 22 798 563 329

Welcome Belong Succeed

**Certification and documentation relied upon to issue Occupation Certificate**

- Final Fire Safety Certificate by Buildwell Australia Pty Ltd dated 20 December 2017
- Compliance Certificate by Endeavour Energy dated 21 November 2017
- Section 73 Certificate by Sydney Water dated 19 May 2011
- Structural Certification for columns, walls, suspended slabs and timber frames by Asit Das (CPEng. Member No. 586304) of Universal Property Group Pty Ltd dated 7 November 2017
- Certification for timber roof framing by Philip Mance of HKMA Engineers dated 28 August 2016
- Compliance Certificate for roof covering by Kalos Harris dated 5 December 2017
- Certification for roofing by Paul Glekas of Bobby's Carpentry dated 26 August 2016
- Light weight construction compliance certificate by Peter Rigg of Universal Property Group Pty Ltd dated 18 December 2017
- Hebel external wall compliance certificate by Charlie Napoletano dated 14 December 2017
- Compliance certificate for complete construction work by Bhart Bushan of Universal Property Group Pty Ltd
- Design Verification Certificate by Architect Chee Kean Lim ( NSW Reg.No. 5895) dated 19 December 2017
- Certification for Lift Installation by David Thoms of Otis Elevator Company Pty Ltd dated 5 December 2017
- Wet area water proofing certificate by Peter Rigg of Universal Property Group Pty Ltd dated 19 December 2017
- Damp Proof course compliance certificate by Peter Rigg of Universal Property Group dated 18 December 2017
- Mechanical Ventilation System compliance certificate by Joe Boifacio of Universal Property Group Pty Ltd dated 12 December 2017
- Electrical services installation compliance certificate by Joe Bonifacio of Universal Property Group Pty Ltd dated 12 December 2017
- Plumbing services compliance certificate by Simon Khoury of Aabel Services Pty Ltd dated 12 December 2017
- Gas services compliance certificate by Simon Khoury of Aabel Services dated 19 December 2017
- Shower screen Glazing Certificate by Yogesh Prasad of Budget Shower Screens & Wardrobes Pty Ltd dated 8 December 2017
- External glazing compliance certificate by Gary Dou of Crown Windows Pty Ltd dated 12 December 2017
- Balustrades and Handrails compliance certificate by Asit Das of Universal Property Group Pty Ltd dated 3 November 2017
- Certification for glass balustrades design & installation by Rajib Chitrakar of Austlink Construction Pty Ltd dated 19 October 2017
- Acoustic wall and roof compliance certificate by Charlie Napolitano of Durnco Group Pty Ltd dated 14 December 2017

- Acoustic floor compliance certificate by Charles Graham of Acoustic Supplies Pty Ltd dated 9 November 2017
- Roof ceiling compliance certificate by Kalos Harris of Iroof Pty Ltd dated 5 December 2017
- Floor insulation compliance certificate by Charles Graham of Acoustic Supplies Pty Ltd dated 9 November 2017
- Certification for wall and floor covering by Charlie Napolitano dated 14 December 2017
- Certification for slip resistance and colour contrasting by Peter Rigg of Universal Property Group dated 19 December 2017
- Certification for sealing of external doors, windows, roof, walls, floors by Peter Rigg of Universal Property Group Pty Ltd dated 18 December 2017
- Certification for floor covering by Helen Zhang of Power Deckor dated 8 November 2017

## **Fire Safety Schedule**

**CLAUSE 168 ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000  
FIRE SAFETY MEASURES CURRENTLY OR  
PROPOSED TO BE IMPLEMENTED IN THE BUILDING  
MINIMUM STANDARD OF PERFORMANCE**

**Property:** 17-19 Aurelia Street (12 Cornelia Road), Toongabbie  
**Development Type:** Portico Plaza Stage 2. Three storey residential flat building containing 23 units above commercial portion and associated car park  
**Construction Certificate Number:** 2004/436/3  
**Building Classification:** Class 2

<b>FIRE SAFETY MEASURES</b>		<b>Current</b>	<b>Proposed</b>	<b>Minimum Standard or Standard of Installation</b>
1.	Automatic fire detection and alarm system			Specification E2.2a (3) or (4) of the BCA , AS1670.1-2004, AS3786-1993
2.	Emergency lighting			Part E4 of the BCA
3.	Exit signs			Part E4 of the BCA
4.	Fire collars			C3.15 of the BCA / AS 1530.4 / AS 4072.1
5.	Fire doors			Section C of the BCA / AS 1905.1
6.	Fire hydrant system			E1.3 of the BCA / AS 2419
7.	Fire isolated passageway			D2.11 of the BCA
8.	Mechanical air handling			E2.2 of the BCA / AS/NZS 1668.1
9.	Portable fire extinguishers			E1.6 of the BCA / AS 2444



CUMBERLAND  
COUNCIL

Our Reference:  
Contact:  
Phone:

DA&CC/2003/651  
Mr S Parrott  
02 8757 9958

**FINAL OCCUPATION CERTIFICATE No. 2003/651/3**  
**ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979 (AS AMENDED)**  
**SECTION 109C(c)**

28 March 2018

North East Developments Pty Ltd  
C/- Centre Management Portico Plaza Shopping  
17-19 Aurelia Street  
TOONGABBIE NSW 2146

Dear Sir/Madam

I, Mr Steven Parrott of Cumberland Council certify that a Development Consent/Construction Certificate has been issued with respect to the plans and specifications for the building and the building is suitable for occupation and use in accordance with its classification under the Building Code of Australia.

**Address of Premises**

Address: 17-19 Aurelia Street TOONGABBIE,

Property Lot & DP: Lot: 20 DP: 1072713, Lot: 22 DP: 609859,

**Related Documents**

Development Consent No: 2003/651	Dated: 04 July 2003
2003/651/01	16 March 2004
2003/651/02	21 June 2004
2003/651/03	21 June 2004
2003/651/04	13 July 2005
2003/651/05	17 March 2006
2003/651/06	17 May 2007
2003/651/08	24 September 2007
2003/651/09	24 September 2007
2003/651/10	24 September 2007
2003/651/11	21 May 2009
2003/651/12	18 September 2009
2003/651/13	11 April 2013
2003/651/14	28 May 2015

Construction Certificate No:2003/651

Dated: 10 November 2015

Final Fire Safety Certificate:

Dated: 07/02/2018

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160  
T 02 8757 9000 F 02 9840 9734 E [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) W [cumberland.nsw.gov.au](http://cumberland.nsw.gov.au)  
ABN 22 798 563 329

*Welcome Belong Succeed*

**Building Details:** Portico Plaza Stage 2 Development for the construction of 2x 5 storey and 1x 6 storey residential flat buildings, which contain a total of 123 units.

**BCA Classification:** 2 & 9b **Level:-** Part 5 & Part 6 **Whole/Portion:-** Whole

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**Steven Parrott**  
A1 Accredited Certifier BPB Reg. No. 1244

**Certification and documentation relied upon to issue Occupation Certificate**

- Fire Engineering Report – Compliance Statement (Pages 1 to 17) by Lee Clark (Grade C10 – Fire Engineering Compliance BPB No. 2770) and then reviewed and approved by Nathan Halstead (Managing Director & Grade C10 & Grade A1 {Unrestricted}) and re-inspected by Trenton Jones (Director AED – Grade A1 {Unrestricted}) on behalf of AE&D Fire for Portico Plaza, which is dated 31/01/2018;
- Occupation Certificate Application dated 16/02/2018, and receipted by Council on 19 FEB 2018;
- Ergon Consulting "Inspection Certificate (Final OC)" assessed by Costa Miroforidis on behalf of Ergon Consulting Pty Ltd, which is dated 15.02.2018;
- BCA Performance Solution developed under the Performance Requirements of the BCA for the Portico Plaza Project that has been approved by Trenton Jones (Grade A1 {Unrestricted} & ACAA Member No. 554) on behalf of AE&D Group, which is dated 19.07.17;
- Design Verification Statement for Occupancy Certificate from Chee Kean Lim (Registered Architect NSW Registration Number: 5895), which is dated 19 December 2017;
- Sydney Water Subdivider / Developer Compliance Certificate (Case No. 101611), which is dated 18 December 2006;
- Certificate of Design for Traffic and parking at 10 Junia Avenue, Toongabbie NSW 2146, from Oleg I. Sannikov (Director) on behalf of TEF Consulting, which is dated 19 May 2017;
- Plumbing Services Compliance Certificate from Simon Khoury (Licence No: 219270C) on behalf of Aabel Services Pty Ltd, which is dated 12/12/2017;
- Design Verification confirming "consistency with DA approved colours and finishes" for Occupancy Certificate from Chee Kean Lim (Registered Architect NSW Registration Number: 5895), which is dated 19 December 2017;
- Sydney Water Subdivider / Developer Compliance Certificate (Case No. 122351), which is dated 19 May 2011 for "Stratum Subdivision into two lots", as per DA/2010/478/1;
- Balustrades and Handrails Compliance Certificate from Asit Das (NPER Engineer ME. CPEng. NPER) on behalf of Universal Property Group Pty Ltd, which is dated 03/11/2017;



- Structural Inspection Certification for Block A, Block B, Block C & Block D at Portico Plaza from Asit Das (NPER Engineer FIE Aust, CPEng. NER Member No. 586304) on behalf of Universal Property Group Pty Ltd, which is dated 7<sup>th</sup> November 2017;
- Smoke & Heat Alarms Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 12/12/2017;
- Installation / Completion Certificate for "Slip Resistance & Color Contrasting" from Peter Rigg (Site Manager) on behalf of Universal Property Group Pty Ltd, which is dated 19-12-2017;
- Compliance Statement Sarking Installation for the Entire Development from Peter Rigg (Site Manager) on behalf of Universal Property Group Pty Ltd, which is dated 19/12/2017;
- Compliance Statement Roof Covering Installation for the Entire Development from Kalos Harris (Director) on behalf of Iroof Pty Ltd, which is dated 5/12/2017;
- Shower Screen Glazing Compliance Certificate for the Entire Development from Yogesh Prasad (Managing Director) on behalf of Budget Shower Screens & Wardrobes Pty Ltd, which is dated 08.12.2017;
- Wall Covering Compliance Certificate for the Entire Development from Charlie Napoletano (Director) on behalf of Durnco Group Pty Ltd, which is dated 14/12/2017;
- Lightweight Construction Compliance Certificate for the Entire Development from Peter Rigg (Site Manager) on behalf of Universal Property Group Pty Ltd, which is dated 18/12/2017;
- Wet Area Waterproofing Compliance Certificate for the Entire Development (including Laundries, Toilet Rooms, Balconies, Retaining Walls, Bathrooms, Ensuites & Planter boxes) from Peter Rigg (Site Manager) on behalf of Universal Property Group Pty Ltd, which is dated 19/12/2017;
- Wall Insulation Compliance Certificate for the Entire Development from Charlie Napoletano (Director) on behalf of Durnco Group Pty Ltd, which is dated 14/12/2017;
- Roof & Ceiling Insulation Compliance Certificate for the Entire Development from Kalos Harris (Director) on behalf of Iroof Pty Ltd, which is dated 5/12/2017;
- Floor Insulation Wall Compliance Certificate for the Entire Development from Charles Graham (Sales Manager) on behalf of Acoustic Supplies Pty Ltd, which is dated 9 November 2017;
- Hebel External Wall Compliance Certificate for the Entire Development from Charlie Napoletano (Director) on behalf of Durnco Group Pty Ltd, which is dated 14/12/2017;
- External Glazing Compliance Certificate for the Entire Development from David Hargreaves (General Manager) on behalf of Crown Windows Pty Ltd, which is dated 12/12/2017;
- Mechanical Services Installation Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 12/12/2017;
- Exit Signs Installation Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 11/12/2017;
- Lifts – Installation Certificate from David Thoms on behalf of OTIS Elevator Company Pty Ltd, which is dated 05/12/2017;
- Fire Alarm Monitoring Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 12/12/2017;

## Blocks B, C & D

- Fire Dampers Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 12/12/2017;
- Certificate of Design – Fire Services from David Turnbull (Director) on behalf of LHO Group Pty Ltd, which is dated 12<sup>th</sup> October 2007;
- Fire Hydrant System Compliance Certificate from Donald Kim (Licence No: 145864C) on behalf of DK Fire Protection, which is dated 31/10/2017;
- Electrical Fire Seals Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 12/12/2017;
- Plumbing Fire Seals (Collars) Compliance Certificate from Simon Khoury (Licence No: 219270C) on behalf of Aabel Services, which is dated 19-12-2017;
- Fixed Platforms, Walkways & Ladders Compliance Certificate from Gareth Bull (Project Manager) on behalf of RISSafety, which is dated 18/10/2017;
- Floor Covering Compliance Certificate from Helen Zhang (Manager) on behalf of Power Deckor, which is dated 08/11/2017;
- Electrical Services Installation Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 12/12/2017;
- Compliance Certificate for the Distribution of Electricity together with a copy of the associated linen plan of Strata Subdivision from Jeanette Howard (Contestable Works Administrator) on behalf of Endeavour Energy (Ref: UML8115), which is dated 21 November 2017;
- Emergency Lighting Installation Compliance Certificate from Joe Bonifacio (Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 11/12/2017;
- Fire Safety Certificate from Gabriel Giordano on behalf of Brooks Australia (ABN 84000 469 910), which is dated Tuesday, 19 December 2017;
- Final Occupation Certificate for DA&CC/2004/436 (Portico Plaza Stage 1 – Three Storey commercial building and associated carparking), which is dated 23 June 2011;
- Acoustic Floor Construction Compliance Certificate from Charles Graham (Sales Manager) Supervisor / 241259C) on behalf of Universal Property Group Pty Ltd, which is dated 11/12/2017;
- Landscape Certification from Emily Simpson Landscape Architecture, which is dated 8<sup>th</sup> December 2017

## Fire Safety Schedule

**CLAUSE 168 ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000  
FIRE SAFETY MEASURES CURRENTLY OR  
PROPOSED TO BE IMPLEMENTED IN THE BUILDING  
MINIMUM STANDARD OF PERFORMANCE**

**Property:** 17-19 Aurelia Street TOONGABBIE  
**Development Type:** Portico Plaza Stage 2 Development for the construction of 2x 5 storey and 1x 6 storey residential flat buildings, which contain a total of 123 units.  
**Construction Certificate Number:** 2003/651  
**Building Classification:** Class 2 & 9b

<b>FIRE SAFETY MEASURES</b>		<b>Minimum Standard or Standard of Installation</b>
1.	Automatic smoke detection and alarm system	Specification E2.2a (3) or (4) of the BCA
2.	Automatic fire suppression system (sprinkler)	Specification E1.5 of the BCA / AS 2118.1
3.	Emergency lighting	Part E4 of the BCA
4.	Emergency lifts	E3.4 of the BCA / AS 1735.2 or Appendix A of AS 1735.1
5.	Exit signs	Part E4 of the BCA
6.	Fire alarm communication link	Specification E2.2a (7) of the BCA / AS 1670.3
7.	Fire blankets	AS 2444 / AS 3504
8.	Fire collars	C3.15 of the BCA / AS 1530.4 / AS 4072.1
9.	Fire dampers	AS 1682 / AS/NZS 1668.1
10.	Fire doors	Section C of the BCA / AS 1905.1

11.	Fire Engineered Report prepared by Certified Building Specialists (Report No. F2012-126MT dated 12/12/14) and then verified by AED Group "FER -Compliance Statement" dated 31/01/2018	Fire Engineered Report prepared by Certified Building Specialists (Report No. F2012-126MT dated 12/12/14) and then verified by AED Group "FER -Compliance Statement" dated 31/01/2018
12.	Fire hydrant system	E1.3 of the BCA / AS 2419
13.	Fire resisting shafts	C3.12 of the BCA
14.	Fire stopping protecting openings in fire resisting components of building	C3.15, C3.16 of the BCA, AS 1530.4 / AS 4072.1
15.	Hose reel system	E1.4 of the BCA / AS 1221, AS 2441
16.	Lift landing doors	C3.10 of the BCA / AS 1735.11
17.	Lightweight fire resisting construction	C1.8, C3.17 (columns only) Specification C1.8 of the BCA / AS1530.4
18.	Mechanical air handling/Smoke control system	E2.2 of the BCA / AS/NZS 1668.1
19.	Paths of Travel	D1.6 of the BCA
20.	Portable fire extinguishers	E1.6 of the BCA / AS 2444
21.	Service penetration(s) in fire isolated exit(s)	C3.9 of the BCA
22.	Single station photoelectric smoke alarms to sole occupancy units (battery operated)	AS 3786 – 1993. Located to Clause 3 of Specification E2.2a of the BCA
23.	Smoke and heat alarms	Clause 3 of Specification E2.2a of the BCA
24.	Warning and operational signs	D2.23, E3.3, C3.6 of the BCA



# STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)  
E myenquiry@scinsure.com.au  
P PO Box 631, North Sydney NSW 2059  
A Level 8, 56 Berry Street, North Sydney NSW 2060

## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	NCSC18000430
PDS AND POLICY WORDING	Commercial Strata Product Disclosure Statement and Policy Wording SCIA-019_CSC-11/2015
THE INSURED	The Owners - Strata Plan No. 97361, Lot 2 in DP11246420 and BMC Portico Plaza
SITUATION	17-19 Aurelia Street Toongabbie NSW 2146
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 09/05/18 Expiry Date: 4.00pm on 09/05/19
INTERMEDIARY	CRM Brokers Pty Limited
ADDRESS	Level 29, Chifley Tower, 2 Chifley Square Sydney NSW 2000
DATE OF ISSUE	9 May, 2018

### POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building Common Area Contents	\$70,080,000 \$700,800
	PART B	Loss of Rent/Temporary Accommodation	\$10,512,000
	OPTIONAL COVERS	2. Floating Floors 3. Lot Owners Wall Coverings	Included Included
SECTION 2	Liability		\$30,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$100,000
SECTION 7	Machinery Breakdown		\$100,000
SECTION 8	Catastrophe		\$10,512,000
SECTION 9	PART A - Government Audit Costs		\$25,000
	PART B - Appeal Expenses		\$100,000
	PART C - Legal Defence Expenses		\$50,000
SECTION 10	Lot Owners' Fixtures and Fittings		\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.



Level 29, Chifley Tower, 2 Chifley Square, Sydney NSW 2000  
PO Box 6542 Baulkham Hills BC NSW 2153  
Tel: 1300 880 494 Fax: (02) 9225 9943  
E-mail: cmstrata@crmbrokers.com.au

## Tax Invoice

New Policy

Date: 09/05/18

Our Reference: 18050040

Invoice Number: 156517

INSURED: Strata Plan 97361 Lot 2 in DP11246420 and BMC Portico

ADDRESS: C/- Comfort Living Strata  
PO Box 137  
Parramatta NSW 2150

INSURED WITH: Allianz Australia Insurance Limited

POLICY NUMBER: To Be Advised

EXPIRING: 09/05/19

INSURANCE CLASS: Strata Plan Commercial

PERIOD OF COVER: 09/05/18 to 09/05/19 At 4pm Local Time

COVERING: 17-19 Aurelia Street, Toongabbie NSW 2146

YOUR CONTACT: Hendri Fu

### DEBITED TO:

Strata Plan 97361 Lot 2 in DP11246420 and BMC  
Portico Plaza  
C/- Comfort Living Strata  
PO Box 137  
Parramatta NSW 2150

<b>TOTAL DUE</b> (exc credit card fee)	<b>83,717.52</b>
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Credit Card Fee (inc GST) is \$912.52

\*Note: Fire Levy for risks in NSW contains the State Emergency Services contribution.

Please forward your Remittance within 14 days to ensure continuity of cover.

### Remittance Advice

Client: OSTR3883

Our Reference: 18050040

Invoice: 156517

Amount: 83,717.52

Please return this advice together with your payment to:

Banking Details:  
BSB: 062 279 Account: 10186074

CRM Brokers Pty Ltd  
PO Box 6542 Baulkham Hills BC 2153  
ACN 088 887 138  
ABN 68 088 887 138  
AFS Licence 246622



# STRATA COMMUNITY INSURANCE

☐ stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)  
E myenquiry@scinsure.com.au  
P PO Box 631, North Sydney NSW 2059  
A Level 8, 56 Berry Street, North Sydney NSW 2060

## CERTIFICATE OF CURRENCY

### THE INSURED

POLICY NUMBER	NRSC18001787
PDS AND POLICY WORDING	SCIA-007_RSC-08/2014
THE INSURED	The Owners - Strata Plan No. 97361
SITUATION	17-19 Aurelia Street Toongabbie NSW 2146
POLICY PERIOD	From: 4.00pm on 09/05/18 To: 4.00pm on 09/05/19
INTERMEDIARY	CRM Brokers Pty Limited
ADDRESS	Level 29, Chifley Tower, 2 Chifley Square Sydney NSW 2000
DATE OF ISSUE	9 May, 2018

### POLICY LIMITS / SUMS INSURED

SECTION 2	Liability	\$30,000,000
SECTION 3	Voluntary Workers	\$200,000/\$2,000
SECTION 5	Fidelity Guarantee	\$100,000
SECTION 6	Office Bearers' Liability	\$100,000
SECTION 9	Government Audit Costs	\$25,000
	Appeal Expenses	\$100,000
	Legal Defence Expenses	\$50,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708 and confirms that on the Date of Issue a policy existed for the Policy Period and sums insured shown. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in your schedule documents together with the Product Disclosure Statement and insurance policy wording.



Level 29, Chifley Tower, 2 Chifley Square, Sydney NSW 2000  
PO Box 6542 Baulkham Hills BC NSW 2153  
Tel: 1300 880 494 Fax: (02) 9225 9943  
E-mail: cmstrata@crmbrokers.com.au

## Tax Invoice

New Policy

Date: 09/05/18

Our Reference: 18050041

Invoice Number: I56518

INSURED: Strata Plan 97361 Ancillary

ADDRESS: C/- Comfort Living Strata  
PO Box 137  
Parramatta NSW 2150

INSURED WITH: Allianz Australia Insurance Limited

POLICY NUMBER: To Be Advised

EXPIRING: 09/05/19

INSURANCE CLASS: Strata Plan Residential

PERIOD OF COVER: 09/05/18 to 09/05/19 At 4pm Local Time

COVERING: 17-19 Aurelia Street, Toongabbie NSW 2146

YOUR CONTACT: Hendri Fu

### DEBITED TO:

Strata Plan 97361 Lot 2 in DP11246420 and BMC  
Portico Plaza  
C/- Comfort Living Strata  
PO Box 137  
Parramatta NSW 2150

**TOTAL DUE** (exc credit card fee) 2,534.89

Credit Card Fee (inc GST) is \$27.63

\*Note: Fire Levy for risks in NSW contains the  
State Emergency Services contribution.

Please forward your Remittance within 14 days to ensure continuity of cover.

### Remittance Advice

Client: OSTR3883

Our Reference: 18050041

Invoice: I56518

Amount: 2,534.89

Please return this advice together with your payment to:

### Banking Details:

BSB: 062 279 Account: 10186074

crmnetk

CRM Brokers Pty Ltd  
PO Box 6542 Baulkham Hills BC 2153

ACN 088 887 138  
ABN 68 088 887 138  
AFS Licence 246622