

## Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
Vendor's agent		
Landowner (See clause 72)	<b>Crown Green Square Pty Limited ACN 161 698 148, Sathio Investments Pty Limited ACN 138 087 939 and Crown Cornerstone Investments Pty Limited ACN 138 199 112</b> of c/- Level 29, 1 Market Street, Sydney, NSW 2000	
Vendor (See clause 72)	<b>Crown Green Square Developments Pty Limited ABN 90 161 698 040</b> of Level 29, 1 Market Street, Sydney, NSW 2000	
Vendor's solicitor	<b>Dentons Australia</b> 77 Castlereagh Street, Sydney NSW 2000 Email: stacey.parker@dentons.com	Phone: 02 9931 4881 Fax: 02 9931 4888 Ref: Stacey Parker
Date for completion	42 days from the contract date	
Land(address, Plan details and Title reference)	"Infinity by Crown Group – Residential 1", Apartment ____, Lot ____ <b>301 Botany Road, Zetland NSW 2017</b>  Registered Plan: Lot __ in Strata Plan 92073 Folio identifier: __/SP92073	
	<input checked="" type="checkbox"/> VACANT POSSESSION	
Improvements	<input checked="" type="checkbox"/> Apartment <input type="checkbox"/> Car Space <input type="checkbox"/> Storage Space	
Attached copies	See Annexures	
<b>A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.</b>		
Inclusions	<input type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:	
Exclusions	Nil	
Purchaser		
Purchaser's solicitor		Phone: Fax: Ref:
Price	\$	
Deposit	\$ _____	(10% of the price unless otherwise stated)
Balance	\$	
Contract date	(if not stated, the date this contract was made)	
Buyer's Agent		
Purchaser interest	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	
Guarantor	Name: Address:	
GST	The price is inclusive of GST which is payable by the vendor (See clause 57)	
FIRB approval	Treasurer's Approval – Required <input type="checkbox"/> Not required <input type="checkbox"/> (See clause 60)	
Execution	See execution pages of this contract	

## Choices

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes (see clause 37)  
**proposed electronic transaction** (clause 30)  NO  yes (see clause 63)

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

**land tax** is adjustable  NO  yes  
**GST:** Taxable supply  NO  yes in full  yes to an extent  
margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an *RW* payment

NO  yes (if yes, vendor must provide further details)

(residential withholding payment)

**See Special Condition 57**

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

***RW* payment (residential withholding payment) – further details**

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

Supplier's name: Crown Group Holdings Pty Ltd  
Supplier's ABN: 47 125 413 443  
Supplier's business address: Level 29, 1 Market Street, Sydney NSW 2000  
Supplier's email address: accounts@crowngroup.com.au  
Supplier's phone number: (02) 9925 0088  
Supplier's proportion of *RW* payment: \$

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

Amount purchaser must pay – price multiplied by the *RW* rate (residential withholding rate): \$

Amount must be paid:  AT COMPLETION  at another time (specify): \_

Is any of the consideration not expressed as an amount in money?  NO  yes

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

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

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

Strata Plus, PO Box H181, Australia Square NSW 1215, Phone: 02 8198 8500, Email: info@strataplus.com.au

## List of Documents

General	Strata or community title (clause 23 of the contract)
<h1>See Annexures</h1>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1 property certificate for the land</li> <li><input type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 16 other document relevant to tenancies</li> <li><input type="checkbox"/> 17 licence benefiting the land</li> <li><input type="checkbox"/> 18 old system document</li> <li><input type="checkbox"/> 19 Crown purchase statement of account</li> <li><input type="checkbox"/> 20 building management statement</li> <li><input type="checkbox"/> 21 form of requisitions</li> <li><input type="checkbox"/> 22 <i>clearance certificate</i></li> <li><input type="checkbox"/> 23 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 32 property certificate for strata common property</li> <li><input type="checkbox"/> 33 plan creating strata common property</li> <li><input type="checkbox"/> 34 strata by-laws</li> <li><input type="checkbox"/> 35 strata development contract or statement</li> <li><input type="checkbox"/> 36 strata management statement</li> <li><input type="checkbox"/> 37 strata renewal proposal</li> <li><input type="checkbox"/> 38 strata renewal plan</li> <li><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 40 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 41 plan creating neighbourhood property</li> <li><input type="checkbox"/> 42 neighbourhood development contract</li> <li><input type="checkbox"/> 43 neighbourhood management statement</li> <li><input type="checkbox"/> 44 property certificate for precinct property</li> <li><input type="checkbox"/> 45 plan creating precinct property</li> <li><input type="checkbox"/> 46 precinct development contract</li> <li><input type="checkbox"/> 47 precinct management statement</li> <li><input type="checkbox"/> 48 property certificate for community property</li> <li><input type="checkbox"/> 49 plan creating community property</li> <li><input type="checkbox"/> 50 community development contract</li> <li><input type="checkbox"/> 51 community management statement</li> <li><input type="checkbox"/> 52 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 54 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 57 document relevant to off-the-plan sale</li> </ul>
<p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 24 insurance certificate</li> <li><input type="checkbox"/> 25 brochure or warning</li> <li><input type="checkbox"/> 26 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 27 certificate of compliance</li> <li><input type="checkbox"/> 28 evidence of registration</li> <li><input type="checkbox"/> 29 relevant occupation certificate</li> <li><input type="checkbox"/> 30 certificate of non-compliance</li> <li><input type="checkbox"/> 31 detailed reasons of non-compliance</li> </ul>	<p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 58</li> </ul>

# Execution page

## Landowner

**Signed** on behalf of **Crown Green Square Pty Limited, Sathio Investments Pty Limited** and **Crown Cornerstone Investments Pty Limited** by their attorney under power of attorney registered book 4692 no 765 in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name

Level 29, 1 Market Street, Sydney NSW 2000

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Print name

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

## Vendor

**Signed** on behalf of **Crown Green Square Developments Pty Limited** by its attorney under power of attorney registered book 4692 no 765 in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name

Level 29, 1 Market Street, Sydney NSW 2000

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Print name

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION



**Purchaser****Signed** by the **purchaser** in the presence of:\_\_\_\_\_  
Signature of witness\_\_\_\_\_  
Print name\_\_\_\_\_  
Address of witness\_\_\_\_\_  
Purchaser**Signed** on behalf of the **purchaser** by his or her attorney under power of attorney in the presence of:\_\_\_\_\_  
Signature of witness\_\_\_\_\_  
Print name\_\_\_\_\_  
Address of witness\_\_\_\_\_  
Attorney\_\_\_\_\_  
Print name**Signed** by the **purchaser** pursuant to Section 127 of the *Corporations Act 2001 (Cth)*:\_\_\_\_\_  
Secretary/Director\_\_\_\_\_  
Print name\_\_\_\_\_  
Director\_\_\_\_\_  
Print name

**Signed** by the **purchaser** pursuant to Section 127 of the *Corporations Act 2001 (Cth)*:

\_\_\_\_\_  
Sole director and sole secretary

\_\_\_\_\_  
Print name

**Signed** by the **Guarantor** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address of witness

## PURCHASER INFORMATION FORM

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<b>Address of the Property:</b>	"Infinity by Crown Group – Residential 1" 301 Botany Road, Zetland NSW 2017	
<b>Apartment</b>		
<b>Lot:</b>		
<b>Price:</b>		
<b>Name of Purchaser:</b>		
<b>Date of Birth:</b>		
<b>Present <u>residential</u> address of Purchaser (or Registered Office of Company):</b>		
<b>If a company, list the names, residential addresses and citizenship of the shareholders:</b>		
<b>Residential Status:</b>	<input type="checkbox"/> Australian Citizen or Permanent resident	<input type="checkbox"/> Other, please specify nationality
<b>Australian Tax File Number (TFN):</b>	TFN:	
	<input type="checkbox"/> I don't have a TFN	
<b>Are you purchasing the property as trustee:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes, specify the names, residential addresses and citizenship of the beneficial owners:</b>		

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 Signature of Purchaser

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 Signature of Purchaser

NOTE: FOR ANY COMPANY OR TRUST, THE NAMES, ADDRESSES AND RESIDENTIAL STATUS OF PRINCIPAL SHAREHOLDERS AND BENEFICIARIES WHO ARE NATURAL PERSONS MUST BE PROVIDED

## CERTIFICATE

### SECTION 66W CONVEYANCING ACT (1919)

I,

of

certify as follows:

1. I am a Solicitor/Barrister currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of a property at **Infinity by Crown Group – Residential 1, Apartment \_\_\_\_, Lot \_\_\_\_, 301 Botany Road, Zetland NSW 2017** from Crown Green Square Developments Pty Limited ABN 90 161 698 (**Vendor**) to \_\_\_\_\_ (**Purchaser**) in order that there is no cooling off period in relation to that contract.
3. I do not act for the Vendor and I am not employed in a legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor for the Vendor is a member or employee.
4. I have explained to the Purchaser:
  - (a) the effect of the contract for purchase of that property;
  - (b) the nature of this Certificate;
  - (c) that the effect of my giving this Certificate to the Vendor is that there is no cooling-off period which would have been available to the Purchaser under section 66S of the Conveyancing Act.

DATE: .....

SIGNATURE: .....

PRINT NAME: .....

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. 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, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

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

**WARNINGS**

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay 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.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<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> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

## 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 lodgement 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;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

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

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

**24 Tenancies**

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



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

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

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

## 26 Crown purchase money

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

## 27 Consent to transfer

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after 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 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, 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 *Lodgement 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 the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; 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 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *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 *Lodgement 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 <i>electronic transaction</i> is to be settled;                                                                                                                                                                                     |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;                                                                                                    |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;                                                                                                                                                 |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;                                                |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;                                                           |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;                                                                                                                                                                                |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;                                                                                                                      |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;                                                                                                                      |
| <i>participation rules</i>      | the participation rules as determined by the <i>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.

301 Botany Road ZETLAND NSW 2017

# **Contract for the Sale of Land**

**These are additional clauses to the  
Contract for the Sale of the Land**

**Infinity by Crown Group - Residential**



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## 32. Definitions and Interpretation

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### 32.1 Definitions

The following words have these meanings in this contract unless the contrary intention appears.

**Adjudicator** means the adjudicator appointed under chapter 6 of the Strata Management Act.

**Apartment** means the apartment sold under this contract and comprising part of the property.

**Arrangements** means the arrangements referred to in clause 46.1(b).

**Bank Guarantee** means a deposit guarantee bond or an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution as approved by the vendor, and which must be in a form and on terms acceptable to the vendor in its absolute discretion.

**Board** means the strata schemes board constituted in accordance with chapter 6 of the Strata Management Act.

**Building** means the improvements within the Strata Scheme.

**Building Management Committee** means the building management committee constituted in accordance with chapter 6 of the Strata Management Act and the Strata Management Statement.

**Common Property** means the common property in the Strata Scheme.

**Conveyancing Act** means the *Conveyancing Act* 1919.

**Council** means City of Sydney Council.

**Designated Matters** means the matters referred to in clauses 34, 41, 45, 46, 48 and 49.

**Development Activities** means:

- (a) any form of demolition work, excavation work or landscaping work on the Development Site;
- (b) any form of building work or work ancillary to or associated with building work on the Development Site including the installation of services;
- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition which is considered necessary or desirable by the vendor;
- (d) the subdivision of land forming part of the Development Site;
- (e) the dedication of land forming part of the Development Site;
- (f) minor boundary adjustments between Lots in the Stratum Plan,

and any similar activities on any other part of the Development Site.

**Development Site** means lot 100 in DP1204112.

**EPA Act** means the *Environmental Planning and Assessment Act 1979*.

**FIRB Act** means *Foreign Acquisitions and Takeovers Act 1975*.

**Foreign Person** has the same meaning as in the FIRB Act.

**Freehold Act** means the *Strata Titles (Freehold Development) Act 1973*.

**Governmental Agency** means any government, semi or local government, statutory, public or other authority having jurisdiction over the Development Site.

**GST** means Goods and Services Tax payable under the GST Act.

**Guaranteed Money** means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

**Guarantor** means the person referred to as guarantor on the front page of this contract.

**Infinity by Crown Group** means Infinity Residential 1, Infinity Residential 2, Infinity Serviced Apartments, Infinity Retail and Infinity Conference Centre.

**Infinity Conference Centre** means the conference centre and auditorium component of Infinity by Crown Group within lot 5 in the Stratum Plan.

**Infinity Residential** means each of Infinity Residential 1 and Infinity Residential 2 or both of them, as the context requires.

**Infinity Residential 1** means the improvements within lot 1 in the Stratum Plan, comprising part of the residential component of Infinity by Crown Group.

**Infinity Residential 2** means the improvements within lot 2 in the Stratum Plan, comprising part of the residential component of Infinity by Crown Group.

**Infinity Retail** means the retail component of Infinity by Crown Group.

**Infinity Serviced Apartments** means the improvements within lot 4 in the Stratum Plan, being the proposed serviced apartments component of Infinity by Crown Group.

**Insurance Certificate** means a certificate of insurance evidencing the contract of insurance required under Part 6 of the *Home Building Act 1989* for the carrying out of the Works.

**Interest Rate** means 12% per annum.

**Normal Expenses** means normal operating expenses usually payable from the administrative fund of the Owners Corporation or the Building Management Committee.

**Occupation Certificate** means an original or a copy of an occupation certificate within the meaning of the EPA Act (being an interim occupation certificate or a final occupation certificate) in relation to the Building or part of the Building that includes the property and access to the property.

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

**Planning Certificate** means the certificate or certificates under section 10.7 of the EPA Act, a copy of which is attached to this contract.

**Prohibited Entity** means any person or entity which:

- (a) is a “terrorist organisation” as defined in Part 5.3 of the Criminal Code Act 1995; or
- (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the Charter of the United Nations Act 1945 which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.

**Recipient** means a *party* who provides or is liable to provide consideration under this contract for a supply.

**Service** means any service provided to the Building including cold water, hot water, non-potable water, electricity, gas, telecommunications, artificial heated or cooled air and sewerage.

**Service Provider** means any provider of a Service.

**Shared Facilities** are the Shared Facilities as defined in the Strata Management Statement.

**Standard Requisitions** means the requisitions of title in annexure 10.

**Standard Replies** means the replies to requisitions of title in annexure 10.

**Strata By-Laws** means the instrument setting out by-laws which is registered with the Strata Plan as set out in annexure 3.

**Strata Development Act** means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

**Strata Development Contract** means a strata development contract for a staged strata scheme pursuant to Part 2 Division 2A of the Strata Development Act.

**Strata Management Act** means the *Strata Schemes Management Act 1996* (NSW).

**Strata Management Statement** means the strata management statement in annexure 4.

**Strata Plan** means the strata plan registered in respect of the Stratum Lot.

**Strata Plan Instrument** means the instrument registered with the Strata Plan setting out terms of easements, restrictions on use of land and positive covenants to be created pursuant to section 88B of the Conveyancing Act.

**Strata Scheme** means the strata scheme comprising strata lots and common property constituted on registration of the Strata Plan.

**Stratum Lot** means the lot identified on the Strata Plan as depicted on the Stratum Plan. Infinity Residential 1 is lot 1 in the Stratum Plan and Infinity Residential 2 is lot 2 in the Stratum Plan.

**Stratum Plan** means the stratum plan of subdivision registered over the Development Site as set out in Annexure 5.

**Stratum Plan Instrument** means the instrument (or instruments) registered with the Stratum Plan setting out terms of easements, restrictions on use of land and positive covenants to be created pursuant to section 88B of the Conveyancing Act as set out in Annexure 6.

**Substation** means the electrical substation within lot 6 in the Stratum Plan.

**Supplier** means a *party* to which the Recipient provides or is liable to provide consideration under this contract for a supply.

**Supply** means a supply made under or in connection with this contract.

**Tax Act** means the *Income Tax Assessment Act 1997*.

**Treasurer** means the Treasurer of the Commonwealth of Australia.

**Treasurer's Approval** means the approval of the Treasurer to the purchaser's acquisition of the property.

## 32.2 Interpretation

In this contract:

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (b) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) words implying a gender imply any gender;
- (f) **"person"** includes an individual, the estate of an individual (including executors and administrators), a corporation, an authority, an association or a joint venture (whether incorporated or not), a partnership, successors, substitutes (including persons taking by novation) and assigns;
- (g) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (h) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (j) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
- (k) a reference to time is a reference to Sydney time;

- (l) a reference to any thing (including any amount) is a reference to the whole and *each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually*;
- (m) *a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it*;
- (n) “**includes**” in any form is not a word of limitation;
- (o) a reference to “**\$**” or “**dollar**” is to Australian currency;
- (p) “Item” is an item in the Reference Schedule; and
- (q) any words and phrases not defined in clause 22.1 that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in clause 57 as in that Act.

*Items appearing in this contract in this format are notes only. They explain the reason for the contractual term. They are included for information purposes and do not form part of the contractual provisions.*

### **33. Amendment of printed provisions**

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The printed provisions of this contract are amended as follows:

#### **33.1 Amendments**

Clauses 1-31 are amended as follows:

- (a) Clause 1 – replace the definition of “*adjustment date*” with “the earlier of the completion date, the date possession is given to the purchaser and the date of actual completion”;
- (b) Clause 1 – in the definition of “clearance certificate” delete from “that” to the end of definition;
- (c) Clause 1 – amend definition of “*depositholder*” to delete “vendor’s agent (or if no vendor’s agent is named in this contract)” so the depositholder is the vendor’s solicitor;
- (d) Clause 1 – delete the definition of “remittance amount” and replace with “remittance amount the amount payable in accordance with section 14-200(2) of the TA Act”;
- (e) Clause 2.4 – delete “cash (up to \$2,000) or”;
- (f) Clause 2.9 – delete;
- (g) Clause 4.1 is replaced with “The purchaser must serve the form of the transfer within 5 *business days* after the day on which the vendor serves the Registration Notice”;

- (h) Clause 5.1 – delete;
- (i) Clause 5.2.1 is replaced with “if it arises out of this Contract - within 5 *business days* after the day on which the vendor serves the Registration Notice; and
- (j) Clause 5.2.2 is replaced with “if it arises out of anything served by the vendor on the purchaser – within 5 *business days* after the later of that service and the day on which the vendor serves the Registration Notice.”;
- (k) Clause 5.3 – delete;
- (l) The first line of clause 7.1 is replaced with “The vendor can *rescind* (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;”
- (m) Clause 7.1.1 is deleted;
- (n) Clause 7.1.3 is replaced with “the purchaser does not *serve* notice waiving the claims *within 5 business days* after that *service*; and”;
- (o) Clause 7.2.2 is replaced with “the amount held is to be invested in accordance with clause 26 (Investment of Deposit)”;
- (p) Clause 8.1.1 – delete “, on reasonable grounds,”;
- (q) Clause 8.1.3 – delete “14 days” and replace with “7 days”;
- (r) Clause 9.1 is replaced with “keep or recover the deposit (including interest earned on it);”
- (s) Clause 10.1, line 1 is replaced with “The purchaser cannot make a claim, objection, *requisition*, delay completion, *rescind* or *terminate* in respect of-”;
- (t) Clauses 10.1.8 and 10.1.9 are amended by adding “or existence” after “substance”;
- (u) Clause 10.1.10 is included as follows “any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.”;
- (v) Clause 10.2 – add “make a claim, objection, *requisition*, delay completion or” after “cannot”;
- (w) Clause 12- delete;
- (x) Clause 13 – delete;
- (y) Clauses 14.4.2, 14.5 and 14.7 are deleted;
- (z) Clause 14.8 – add “by any competent authority” after “started”;
- (aa) Clause 16.5 – delete “plus another 20% of that fee”;
- (bb) Clause 16.7 – delete “by cash (up to \$2,000) or”;
- (cc) Clause 16.8 – delete;

- (dd) Clause 20.6.3 – add at the end “(this clause 20.6.3 also applies to any document in an action in connection with this contract including any writ of summons or other originating process)”;
- (ee) Clause 20.6.5 – delete “unless it is not received” and add at the end “and is taken to have been received at the time shown in the transmission report that the whole fax was sent”;
- (ff) Clauses 22-23 and 23-29 are deleted;
- (gg) Clause 31.2.1 – add “which must include the vendor’s address and email address as noted on the front page of contract or otherwise notified to the purchaser”;
- (hh) Clause 31.2.2 – add “or attend to payment of the remittance amount at completion in a manner acceptable to the Australian Taxation Office and agreed to by the vendor and purchaser”;
- (ii) Clause 31.2.3 – add “unless already paid on completion in accordance with clause 31.2.2”;
- (jj) Clause 31.4 – delete “7 days” and replace with “3 business days”;
- (kk) Clause 31.5 – delete “in respect of every vendor” and replace with “in respect of every registered proprietor of the land”; and
- (ll) Clause 31.6 is included as follows “The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of the purchaser’s failure to pay the remittance amount to the Australian Tax Office in accordance with clause 31.2.3”.

### **33.2 Inconsistency**

If there is any inconsistency between the printed provisions of this contract and these additional clauses, these additional clauses prevail.

## **34. Vendor’s disclosures**

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### **34.1 Development**

The vendor discloses that:

- (a) the vendor intends (but is not obliged) to carry out Development Activities on the Development Site and within Infinity Residential in stages;
- (b) Infinity by Crown Group comprises a mix of residential, serviced apartment hotel, retail and conference/auditorium uses, and access to parts of the serviced apartments hotel may be through lifts and foyers within the Building; and

### **34.2 Development Approval conditions**

- (a) The vendor discloses that the conditions of the Development Approval include conditions:
  - (i) requiring the apartments in the Building to only be used for permanent residential accommodation;
  - (ii) restricting apartment occupancy to 2 adults in each bedroom and to a total of 2 adults per bedroom;

- (iii) requiring leases to be for a minimum of 3 months;
- (iv) prohibiting apartments being advertised for short term or shared accommodation use;
- (v) requiring the car parking in the Building to only be used by residents and occupiers in the Building and not to be used for storage for commercial purposes;
- (vi) prohibiting tenants and occupiers of the Building from participating in Council's resident parking permit scheme;
- (vii) requiring 6 common property car spaces in the Building to be available at no charge to car share scheme operators and their customers;
- (viii) requiring the transfer or lease of land or grant of an easement to an energy supplier, if required by the energy supplier; and
- (ix) requiring the creation of a right of public access from the Sydney Trains pedestrian tunnel through portion of the Building to Botany Road.

### **34.3 Car spaces**

- (a) A car space may not comply in all respects with Australian Standard AS2890.

### **34.4 Infinity Serviced Apartments**

The vendor discloses that:

- (a) the vendor intends (but is not obliged) to include Infinity Serviced Apartments in Infinity by Crown Group;
- (b) Infinity Serviced Apartments, under the Strata Management Statement, has the right to use Shared Facilities located within Infinity Residential such as the swimming pool, spa, gym, sauna, roof terrace and associated lifts;
- (c) Infinity Serviced Apartments may be extended to include some or all of Infinity Residential or may be reduced so that some of Infinity Serviced Apartments is included in Infinity Residential.

### **34.5 Infinity Conference Centre**

The vendor discloses that Infinity Conference Centre may be used for uses such as a conference centre, an auditorium or a place of public worship, and may include associated offices and amenities.

### **34.6 Strata Management Statement**

- (a) The vendor discloses that all Shared Facilities in the Strata Management Statement may not be constructed, or available for use, when the Strata Plan is registered and until after completion.
- (b) The Owners Corporation is a member of the Building Management Committee for Infinity by Crown Group. The Building Management Committee will be responsible for management and administration of Shared Facilities and the Strata Management Statement.
- (c) The vendor may apply under section 28R of the Strata Development Act to dispense with the requirement for a strata management statement to be registered



with any strata plan in Infinity Residential that is registered after registration of the first strata plan in Infinity by Crown Group.

#### **34.7 Management of Building and Infinity by Crown Group**

The vendor discloses that:

- (a) the vendor intends (but is not obliged) to procure the Owners Corporation to:
  - (i) enter into an agreement with a strata manager (which may be an entity associated with the vendor); and
  - (ii) enter into a building management agreement with a building manager, (which may be an entity associated with the vendor);
- (b) the vendor intends (but is not obliged) to procure the Building Management Committee to:
  - (i) enter into an agreement with a strata managing agent to the effect of the agreement contemplated in the clause in the Strata Management Statement headed "Appointing a Strata Manager" (or similar); and
  - (ii) enter into a building management agreement with a building manager (which may be an entity associated with the vendor).

#### **34.8 Embedded electrical network**

The vendor discloses that:

- (a) the vendor intends (but is not obliged) to procure the Owners Corporation to enter into an agreement with an embedded electrical network provider (which may be an entity associated with the vendor) for the supply of electricity to the Building;
- (b) the vendor intends (but is not obliged) to procure the Building Management Committee to enter into agreement with an embedded electrical network provider (which may be an entity associated with the vendor) for the supply of electricity to Infinity by Crown Group.

#### **34.9 Name of the Building and use of 'Crown' and 'Crown Group'**

- (a) The purchaser acknowledges that the intellectual property rights in the names of the Building Infinity by Crown Group vest in Crown Group Holdings Pty Limited and the vendor.
- (b) The vendor retains the rights to the name of the Building and the name of Infinity by Crown Group.
- (c) The vendor may at its sole discretion select (and change) the names for the Building and Infinity by Crown Group.
- (d) The purchaser undertakes not to use, or permit to be used, the words 'Crown' or 'Crown Group' in any business name or as a trade mark in connection with the property, the Building or Infinity by Crown Group unless the purchaser has a pre-existing registered right to do so.
- (e) The vendor intends (but is not obliged) to procure that the Owners Corporation executes a deed poll obliging the Owners Corporation and the members of the Owners Corporation to not use the words 'Crown' and 'Crown Group' in any business name or as a trade mark in connection with the property, the Building or Infinity by Crown Group.

#### **34.10 No claims or rescission rights**

The purchaser must not:

- (a) make any objection, *requisition* or claim for compensation, delay completion *rescind* or *terminate* this contract in relation to; or
- (b) make a claim for damages from or seek to restrain the vendor (or its contractors or agents) from carrying out,

any of the matters referred to or disclosed in this clause.

### **35. Representations, warranties and acknowledgments by purchaser**

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#### **35.1 Purchaser representations and warranties**

The purchaser represents and warrants that:

- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by, the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this contract (including representations or warranties about the construction, nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract (including those in clause 34);
- (b) the purchaser has obtained appropriate independent advice on and is satisfied about:
  - (i) the purchaser's obligations and rights under this contract;
  - (ii) the nature of the property and the purposes for which the property may be lawfully used; and
  - (iii) the purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building;
- (c) the purchaser was not introduced to the vendor or the property directly or indirectly through or by any real estate agent other than the vendor's agent named on the front page; and
- (d) the purchaser has not entered into this contract as a trustee of a trust.

#### **35.2 Purchaser Acknowledgments**

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in clause 35.1 are true and not misleading.

## **36. Investment of Deposit**

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### **36.1 Investment of deposit**

- (a) If the date for completion is more than 42 days after the contract date, the depositholder must invest the deposit (at the risk of the party who becomes entitled to it) in an interest bearing account with a bank in NSW, payable at call, with interest to be reinvested.
- (b) The vendor may direct the depositholder at any time to reinvest the deposit and all interest with a different bank (but otherwise in accordance with the provisions of this clause).
- (c) If the vendor's solicitor is the depositholder, the vendor's solicitor will, as depositholder, be paid an administration fee of \$150 (inclusive of GST) for investing and administering the deposit. This administration fee will be paid out of the interest earned on the deposit before payment to the parties under clause 36.2.

### **36.2 Payment of interest**

- (a) On completion, interest will be paid to the parties equally, after deduction of all proper government taxes or financial institution charges, the depositholder administration fee or other charges.
- (b) If this contract is *rescinded* or *terminated*, interest after deduction of all proper government taxes or financial institution charges or other charges will be paid to the party entitled to the deposit, unless otherwise agreed between the parties.

### **36.3 Tax file number**

The purchaser must provide its tax file number to the depositholder within 10 *business days* of the date of this contract. If the purchaser does not inform the depositholder of its tax file number, tax may be deducted from any interest earned on the deposit payable to the purchaser, at the top marginal rate.

### **36.4 Deposit and interest withdrawn at completion**

The purchaser agrees that once an appointment has been made for completion of this contract, the depositholder may withdraw the deposit and interest on the day appointed for completion for the purpose of accounting for the deposit and interest at completion and to close the account.

### **36.5 Purchaser Information Form**

On the date of this contract, the purchaser must fill out the purchaser's details in the Purchaser Information Form and hand one copy of the completed form to the vendor.

### **36.6 Purchaser default**

If the vendor *terminates* this contract because of the purchaser's default, then the vendor is entitled to all interest earned on the deposit.

### **36.7 Vendor default**

If the purchaser *terminates* this contract because of the vendor's default or if this contract is *rescinded*, then the purchaser is entitled to all interest earned on the deposit.

### **36.8 Risk on deposit**

The party entitled to the deposit on completion, *termination* or *rescission* of this contract (whichever occurs) bears the risk of loss of the deposit and of the interest.

## **37. Payment of deposit by Bank Guarantee**

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### **37.1 When does this clause apply?**

This clause applies only if the purchaser has paid the deposit by way of a Bank Guarantee.

### **37.2 Bank Guarantee provided as deposit**

- (a) Subject to the balance of this clause, the delivery of the Bank Guarantee on or before the date of this contract, to the vendor's solicitor will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- (b) The vendor acknowledges that payment by the issuer of the Bank Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under this contract.

### **37.3 Payment of deposit**

The purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque on the earlier of completion or within 2 *business days* of the vendor *servicing* a notice on the purchaser claiming forfeiture of the deposit.

### **37.4 Claiming of deposit**

If the purchaser does not comply with clause 37.3 the purchaser is immediately in breach of an essential condition of this contract and the vendor may without notice to the purchaser demand payment of the amount stipulated in the Bank Guarantee from the issuer of the Bank Guarantee.

## **38. Finishes and vendor's obligations to repair**

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### **38.1 Normal wear and tear**

The purchaser acknowledges and agrees that where natural materials, reconstituted materials or tiles are used for floor coverings, wall coverings or counter tops, the normal use of those materials may result in changes in the colour, appearance or finish of these materials, in which event the change is not a defect or a fault and the purchaser will have no claim against the vendor.

### **38.2 Pre-settlement inspection**

Notwithstanding clause 12, the purchaser will have one opportunity to inspect the property before completion, the inspection to be held at a time appointed by the vendor. If the purchaser wishes to have the property inspected by any consultant, including a valuer on behalf of a financier, or other person, the purchaser must arrange for those consultants or other persons to attend the appointed pre-settlement inspection.

### **38.3 Defects**

The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the applicable notice has been *served* by the purchaser, any defects in the property due to faulty materials or workmanship (excluding minor shrinkage and minor settlement cracks) of which notice is *served* by the purchaser within 6 months after the date of registration of the Strata Plan.

### **38.4 Common Property**

The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the applicable written notice has been *served* on the vendor, any defects in the Common Property due to faulty materials or workmanship (excluding minor shrinkage and minor settlement cracks) of which written notice is *served* on the vendor by the Owners Corporation within 3 months after the date of registration of the Strata Plan. The Owners Corporation may not *serve* notice on the vendor of defects on more than two occasions.

## **39. Strata Title**

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### **39.1 Adjustment of regular periodic contributions**

On completion the vendor and the purchaser must adjust under clause 14.1 any regular periodic contributions to the administrative fund and the sinking fund of the Strata Scheme, any payment under the Strata Management Statement and any regular payment under a by-law of the Owners Corporation.

### **39.2 Vendor liability**

The vendor is liable for any contribution levied by the Building Management Committee or the Owners Corporation other than a contribution referred to in clause 39.1:

- (a) if the contribution is levied before completion; or
- (b) if the contribution is levied after completion, to the extent the contribution relates to:
  - (i) money borrowed by the Building Management Committee or the Owners Corporation before the date of completion;
  - (ii) work started by the Building Management Committee or the Owners Corporation before the date of completion; or
  - (iii) an obligation of the Building Management Committee or the Owners Corporation to a competent authority existing at the date of completion.

### **39.3 Normal expenses**

On completion the vendor and the purchaser must adjust under clause 14.1, on a unit entitlement basis, any Normal Expenses paid by the vendor that have not been reimbursed to the vendor at completion.

### **39.4 Work orders**

Clause 11 does not apply to any notice with which the Owners Corporation must comply.

### **39.5 Section 22 Notice**

The purchaser must submit with the transfer tendered under clause 4 a notice in duplicate under section 22 of the Strata Management Act signed by the purchaser. The vendor must sign both copies of the notice and on completion insert the date of delivery of the transfer. The vendor must give one copy of the notice to the Owners Corporation and the other copy to the purchaser who may, on behalf of the vendor, send it to the Owners Corporation.

### **39.6 Insurance**

On registration of the Strata Plan the vendor must cause the Building Management Committee and the Owners Corporation to effect all insurances required by the Strata Management Act. On completion the vendor and the purchaser must, on a unit entitlement basis, adjust the full premium or premiums paid by the vendor.

### **39.7 Common Property Risk**

Clause 18.4 does not apply to any risk against which it is the responsibility of the Owners Corporation to insure.

### **39.8 Section 184 certificate**

The vendor is not obliged to give the purchaser a certificate under section 184 of the Strata Management Act. The vendor authorises the purchaser to apply for any certificate and to apply for and make any inspections available from the Owners Corporation under section 184 of the Strata Management Act. If, before completion, the vendor provides a certificate under section 109 of the Strata Management Act, the purchaser must reimburse the vendor for the cost of the certificate as an adjustment at completion.

## **40. Interest and notice to complete**

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### **40.1 Interest**

If the purchaser completes this contract but does not do so on or before the completion date, then on completion the purchaser must pay the vendor interest at the Interest Rate on the price and 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.

### **40.2 Payment of interest essential**

Payment of interest in accordance with this clause 40 is an essential term of this contract.

### **40.3 Vendor delay**

The purchaser need not pay interest under this clause 40 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

### **40.4 Notice to complete**

- (a) If the purchaser does not complete this contract on the completion date, the vendor may serve a notice to complete on the purchaser requiring the purchaser to complete this contract within 10 *business days* from the date of the service of the notice to complete and making that date and time an essential date and time for completion. If the purchaser fails to complete on the date and time set out in the notice to complete, the vendor may *terminate* this contract.

- (b) A notice to complete will be reasonable and sufficient as to time if a period of 10 *business days* from the date of service of the notice is allowed for completion.
- (c) If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

## **41. Easements and other rights**

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### **41.1 Acknowledgments**

The purchaser is aware that at the date of this contract all the:

- (a) easements, restrictions on use and positive covenants;
- (b) leases, agreements and arrangements;
- (c) rights and privileges; and
- (d) land,

which the Owners Corporation or the vendor may create, enter into, make, grant or dedicate may not have been created, entered into, made, granted or dedicated.

### **41.2 No rescission right**

Subject to clause 41.3 the purchaser may not make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is dedicated.

### **41.3 Right of rescission**

If any easement, restriction on use or positive covenant is created, any lease, agreement or arrangement is entered into or made, any right or privilege is granted or any land is dedicated which detrimentally affects the property to a substantial extent, the purchaser may *rescind* by written notice to the vendor within 5 *business days* after the day the vendor serves notice of the creation of the easement, restriction on use or positive covenant, the entry into or making of the lease, agreement or arrangement, the grant of the right or privilege or the dedication of the land which gave the purchaser the right to *rescind* or within 5 *business days* after the day the vendor serves the Registration Notice, whichever is the earlier.

## **42. Certain provisions apply after completion**

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The provisions of this contract intended to have application after completion continue to apply despite completion.

## **43. Exercise of certain rights to *rescind***

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If a right to *rescind* given under this contract is not exercised within the period specified for its exercise it lapses immediately and may not be exercised.

## **44. Encumbrances**

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### **44.1 Discharge and withdrawals**

If a mortgage or caveat is recorded on the folio of the Register for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in so far as it relates to the property.

### **44.2 Purchaser caveats**

Notwithstanding clause 44.1, if a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the Register for the property the purchaser must complete this contract despite that caveat.

### **44.3 Registrable form**

A discharge of mortgage or withdrawal of caveat given under clause 44.1 must be in registrable form and the registration fees payable must be paid by the vendor to the purchaser on completion.

## **45. Purchaser's obligations about Designated Matters**

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### **45.1 Vote in favour**

Subject to the provisions of any relevant law, if required by the vendor at or after completion, the purchaser must:

- (a) vote in favour of any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the property votes in favour of any motion) for a resolution of the Owners Corporation to implement or give effect to any of the Designated Matters; and
- (b) vote against any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the property votes against any motion) for a resolution of the Building Management Committee or the Owners Corporation which, if passed, would delay or prevent the implementation or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters.

### **45.2 Purchaser to procure transferee**

The purchaser must:

- (a) ensure that a transferee of the property from the purchaser enters into a contract in the terms of this clause 45 (and incorporating into that contract the terms of clauses 34, 41, 45, 46, 48 and 49 of this contract) in such form as the vendor reasonably requires; and
- (b) use all reasonable endeavours to ensure any enrolled mortgagee of the property complies with this clause 45.

### **45.3 Purchaser to refrain**

The purchaser must not:

- (a) do anything which would prevent the purchaser exercising a vote in respect of the property;



- (b) do anything, including make an application to the Adjudicator or a Board or *commence any proceedings in a court which may delay or prevent the implementation of or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters; or*
- (c) *procure or request any person to do anything which may delay or prevent the implementation of or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters.*

#### **45.4 No objection to Designated Matters**

Subject to clause 45.3, the purchaser may not make any objection, *requisition*, claim, delay completion, *rescind* or *terminate* because of the Designated Matters.

## **46. Arrangements**

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### **46.1 Arrangements regarding Strata Scheme**

The purchaser acknowledges that:

- (a) the services and facilities which the Strata Scheme will share with other parts of Infinity Residential and Infinity by Crown Group (and the method by which the costs are to be apportioned) may not all be identified in the Strata Management Statement;
- (b) it may be necessary to make arrangements in respect of the Strata Scheme and another part of Infinity Residential and Infinity by Crown Group (in addition to those identified in the Strata Management Statement) which regulate matters affecting the Strata Scheme and that other part of Infinity Residential and Infinity by Crown Group and which fairly apportion obligations and responsibilities associated with the Strata Scheme and that other part of Infinity Residential and Infinity by Crown Group;
- (c) it is not possible for the Arrangements to cover all situations which may arise;
- (d) the Arrangements may require variation from time to time to take account of altered circumstances;
- (e) the Owners Corporation will be required to comply with its obligations under the Arrangements;
- (f) the Arrangements may confer on the Owners Corporation and its members rights subject to conditions to use parts of Infinity Residential and Infinity by Crown Group outside the Strata Scheme and services and facilities on parts of Infinity Residential and Infinity by Crown Group outside the Strata Scheme;
- (g) the Arrangements may confer on persons other than the Owners Corporation and its members rights subject to conditions to use parts of the Common Property and services and facilities on the Common Property; and
- (h) the Arrangements may be embodied in any instrument setting out the easements, restrictions on use of land and positive covenants created under section 88B of the Conveyancing Act registered with a deposited plan for any component of Infinity by Crown Group, the Strata Management Statement, the Stratum Plan Instrument and the Strata Plan Instrument or in one or more of them.

## **46.2 Reasonable endeavours regarding apportionment**

The vendor agrees to use all reasonable endeavours to ensure that the apportionment referred to in clause 46.1 is made in a way which allocates the cost of meeting the obligations and responsibilities among the relevant parties in a manner which in all the circumstances is fair and reasonable at the time of the apportionment.

## **46.3 No objection to Arrangements**

Despite any other provision in this contract, the purchaser may not make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because the vendor exercises its rights under this clause 46.

## **47. Council rates, water and sewerage rates and land tax**

---

### **47.1 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, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues; and
- (b) on completion the purchaser must adjust the amount referred to in Item 4.1 (in respect of Council rates) and Item 4.2 (in respect of water and sewerage rates) in accordance with clause 14.

### **47.2 Vendor to pay**

The vendor must, before completion, pay or procure the payment of:

- (a) any assessment for council rates; and
- (b) any assessment for water and sewerage rates,

issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of rates.

### **47.3 Land tax**

The vendor requires a land tax adjustment on completion for the year current at completion. The purchaser must adjust the amount referred to in Item 4.3 in accordance with clause 14 and no regard is to be had to any actual assessment for any land which includes the property or for the property, which is issued for the year current at completion.

### **47.4 Payment of land tax**

Before completion the vendor must pay or procure the payment of any assessment for land tax issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.

## **48. Selling and Leasing Activities**

---

Both before and after completion and until the vendor completes the sale of all lots in the Building, the vendor and persons authorised by the vendor may:

- (a) conduct selling and leasing activities in and about the Development Site, Infinity Residential or the Building;
- (a) place in and about the Development Site, Infinity Residential or the Building (but not the property, after completion) signs in connection with those selling and leasing activities; and
- (b) place in and about the Development Site, Infinity Residential or the Building (but not the property, after completion ) offices and other facilities for sales people.

## **49. Development Activities**

---

### **49.1 Development Activities**

The purchaser acknowledges that the Development Activities will not be completed by completion and that the vendor will continue to carry out Development Activities after completion.

### **49.2 No objection to Development Activities**

The purchaser may not make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because the vendor is carrying out Development Activities.

### **49.3 Reasonable endeavours of vendor**

In carrying out Development Activities the vendor must use reasonable endeavours to ensure that the purchaser is caused as little inconvenience as is reasonably practicable.

## **50. Planning Certificate**

---

### **50.1 Purchaser's acknowledgments**

The purchaser acknowledges the specific disclosure by the vendor in the Planning Certificate of the environmental planning instruments affecting the property (including draft environmental planning instruments) as notified by Council. The purchaser represents and warrants that:

- (a) it has made its own enquiries in relation to the matters noted in or that should be noted in the Planning Certificate;
- (b) it has inspected the Planning Certificate, the instruments referred to in the Planning Certificates and the instruments referred to in clause 50.1;
- (c) it is aware of any defects in the Planning Certificate and accepts the Planning Certificate with any defects; and
- (d) it is aware of all restrictions and prohibitions on the property, Infinity Residential and the Development Site.

## 50.2 Development Approval

The vendor warrants that the Development Approval approves residential apartment use within the Stratum Lot.

## 50.3 No objection to Planning Certificate

The purchaser may not, subject to anything to the contrary in part IV of the Conveyancing Act, make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because of anything referred to in or omitted from the Planning Certificate. If the purchaser makes any claim that this contract does not comply with a requirement of part IV of the Conveyancing Act the purchaser bears the onus of establishing that this contract does not comply with the requirement.

## 51. Insolvency

---

- (a) Without affecting any other rights of either party, if the purchaser (or any of them) is a company and before completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, the vendor may *rescind* this contract in accordance with clause 19.
- (b) If the purchaser (or any of them) is a natural person and prior to completion dies, the vendor may *rescind* this contract in accordance with clause 19.
- (c) If the purchaser (or any one of them) is a natural person and prior to completion commits an act of bankruptcy or has a trustee in bankruptcy appointed to his or her assets, the purchaser is in breach of an essential term of this contract and the vendor may *terminate* this contract in which event the deposit will be forfeited to the vendor.

*If the vendor is placed under administration or in receivership or liquidation, the vendor's financiers will require that the purchaser remains bound by the contract.*

## 52. Statements from quantity surveyor

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### 52.1 Depreciation schedule

If requested by the purchaser before completion, the vendor will at or as soon as reasonably practicable after completion provide to the purchaser (at a cost of \$550.00 to the purchaser payable at completion) the following statements from a quantity surveyor:

- (a) a statement describing each item of plant and equipment contained in the property;
- (b) a statement describing each item of plant and equipment contained in the Common Property; and
- (c) a statement which contains sufficient details of the cost of all such plant and equipment in the Building (together "**capital works**") to enable the purchaser to calculate how Division 43 of the Tax Act applies to the purchaser.

### 52.2 No warranty regarding depreciation schedule

The vendor does not warrant the accuracy or completeness of the information contained in any statement provided under clause 52.1.

### 52.3 No warranty regarding income tax deductions

The vendor does not represent or warrant that the purchaser will be entitled to claim income tax deductions under the Tax Act in respect of the capital works.

### 53. Guarantee

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- (a) The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- (b) In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
  - (i) the payment of all money payable by the purchaser under this contract; and
  - (ii) the performance of all the purchaser's other obligations under this contract.
- (c) The Guarantor:
  - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
  - (ii) must pay on demand any money due to the vendor under this indemnity.
- (d) The Guarantor is jointly and severally liable with the purchaser to the vendor for:
  - (i) the purchaser's performance of its obligations under this contract; and
  - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- (e) Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
  - (i) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
  - (ii) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (f) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- (g) The Guarantor's obligations are not affected if:
  - (i) the vendor releases or enters into a composition with the purchaser;
  - (ii) a payment made to the vendor is later avoided; or

- (iii) the vendor assigns or transfers the benefit of this contract.
- (h) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (i) *The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:*
  - (i) *the grant of any time, waiver, covenant not to sue or other indulgence;*
  - (ii) *the release (including without limitation a release as part of a novation) or discharge of any person;*
  - (iii) *an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;*
  - (iv) *an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;*
  - (v) *any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;*
  - (vi) *payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or*
  - (vii) *the winding-up of the purchaser.*
- (j) *The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.*

## **54. Annexure**

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The vendor does not warrant the accuracy or completeness of any document or plan annexed to or referred to in an annexure to this contract.

## **55. Governing law, jurisdiction and service of process**

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### **55.1 New South Wales law**

This contract is governed by the law in force in New South Wales.

### **55.2 Jurisdiction**

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

### 55.3 Service

Any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

## 56. Objection and *requisitions* on title

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The purchaser agrees that the only objection or *requisitions* on title that the purchaser may make under clause 5 are the Standard Requisitions. The purchaser is deemed to have made the Standard Requisitions and the vendor is deemed to have made the Standard Replies. Nothing in this clause prevents the vendor from amending the Standard Replies prior to completion.

## 57. GST

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### 57.1 Interpretation

- (a) Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('the GST Act') have the same meaning in this clause.
- (b) In this clause 57:
  - (i) "**GST Withholding Payment**" means a payment under section 14-250 of Schedule 1 to the TAA.
  - (ii) "**Purchaser GST Withholding Notice**" means a form to be given by the purchaser to the Commissioner of Taxation as notification of the purchaser's obligation to make a GST Withholding Payment;
  - (iii) "**Purchaser Settlement Confirmation Notice**" means a form to be given by the purchaser (or the purchaser's agent) to the Commissioner as notice of the date for completion of this contract;
  - (iv) "**TA Act**" means the Taxation Administration Act 1953 (Cth);
  - (v) "**Vendor GST Withholding Notice**" means a written notice stating whether the purchaser is required to make a GST Payment in relation to the sale or supply of the property; and

### 57.2 Price includes GST

The Price shown in this contract includes GST. If the vendor is liable to pay GST in respect of the sale or supply of the property, or the purchaser is required to make a GST Withholding Payment, the Price will not be increased to include an additional amount for GST.

### 57.3 Margin scheme

The parties agree that the vendor will calculate GST under the margin scheme. The purchaser acknowledges that the purchaser must not claim an input tax credit in respect of its acquisition of the property under this contract and the vendor is not required to give the purchaser a tax invoice.

#### **57.4 Vendor to give GST notification**

If the purchaser is required to make a GST Withholding Payment in respect of a supply made under or in connection with this contract, the vendor must give the purchaser a Vendor GST Withholding Notice by no later than ten (10) business days before the date for completion of this contract.

#### **57.5 Payment of GST Withholding Amount**

- (a) This clause 57.5 applies if the vendor gives the purchaser a Vendor GST Withholding Notice stating that the purchaser must make a GST Withholding Payment.
- (b) The purchaser must as an essential term lodge a duly completed Purchaser GST Withholding Notice with the Australian Taxation Office and give evidence of having done so to the vendor by no later than five (5) business days prior to the date for completion.
- (c) As a condition of completion, the purchaser must serve on the vendor a notice stating the lodgement reference number and payment reference number (or other relevant identification number) issued by or on behalf of the Commissioner of Taxation to the purchaser upon lodgement of the Purchaser GST Withholding Notice or Purchaser Settlement Confirmation Notice.
- (d) The purchaser must make a GST Withholding Payment by paying the amount specified in the Vendor GST Withholding Notice (GST Withholding Amount) by either:
  - (i) before completion, remitting the GST Withholding Amount to the Australian Taxation Office and at completion providing evidence of that remittance to the satisfaction of the vendor that the GST Withholding Amount has been remitted for the account of the vendor or the landowner in relation to the purchase of the property under this contract; or
  - (ii) at completion, giving the vendor a bank cheque in the sum of the GST Withholding Amount drawn in favour of the Commissioner of Taxation. The vendor must promptly remit the bank cheque to the Australian Taxation Office.
- (e) If the vendor, before completion, gives a direction to the purchaser about the method of making the GST Withholding Payment in compliance with clause 57.5(d)(i), the purchaser must comply with that direction.

#### **57.6 Purchaser Settlement Confirmation Notice**

- (a) The purchaser irrevocably authorises the vendor's solicitor to act as the purchaser's agent (and in doing so the vendor's solicitor is not the agent of the vendor) to give the Purchaser Settlement Confirmation to the Commissioner of Taxation.
- (b) If:
  - (i) the purchaser provides a direction under clause 4.3 to the vendor; or
  - (ii) the transfer is otherwise not made in conformity with this contract,the purchaser must, on and as a condition of completion, provide the vendor with an irrevocable authority duly executed by the transferee named on the transfer on terms required by the vendor's solicitor to give effect to subclause (a).



## **57.7 Parties to co-operate**

*The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:*

- (a) Providing any information reasonably requested by the other party; and*
- (b) Making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act.*

## **58. Privacy Act**

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### **58.1 Consent**

The purchaser and the Guarantor each consent to its personal information being:

- (a) used by the vendor;
  - (i) in connection with the vendor's business; and
  - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor:
  - (i) if required or permitted by law; or
  - (ii) as specified in any applicable privacy statement; or
  - (iii) if the purchaser or the Guarantor consent; or
  - (iv) to any person with whom the vendor deals in connection with the vendor's business, including persons who are overseas.

### **58.2 Collection of Information**

The purchaser acknowledges and agrees that the vendor may collect information about the purchaser set out in this contract or made available to the vendor in relation to this contract and that the vendor may disclose that information in relation to this contract to:

- (a) the vendor's agent (or prospective agent);
- (b) the vendor's financier or financial adviser (or prospective financier or financial adviser);
- (c) external service providers (including solicitors, insurers and accountants); and
- (d) any person with whom the vendor deals with in connection with the vendor's business, including persons who are overseas.

## **59. Prohibited Entities**

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The Purchaser:

- (a) represents and warrants that it is not a Prohibited Entity and is not owned or controlled by, or acts on behalf of, any Prohibited Entity; and

- (b) indemnifies the vendor against any non-compliance by the vendor with all *anti-terrorism legislation in Australia including, without limitation, Part 4 of the Charter of the United Nations Act 1945 and Part 5.3 of the Criminal Code Act 1995 due to a breach by the purchaser of its representation or warranty in clause 59(a).*

## **60. Foreign Acquisitions and Takeovers Act 1975**

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### **60.1 Treasurer's approval**

- (a) The vendor has the Treasurer's Approval to sell residential apartments to Foreign Persons. A copy of a Treasurers Approval is attached to this contract.
- (b) The Treasurer's Approval does not apply to the purchase of the property if:
  - (i) the price or the property exceeds \$3,000,000.00;
  - (ii) the purchaser has purchased more than one apartment in the Building and the aggregate of the purchase prices exceeds \$3,000,000.00; or
  - (iii) the purchaser and associates of the purchaser have purchased more than one apartment in the Building and the aggregate of the purchase prices exceeds \$3,000,000.00.
- (c) If clause 60.1(b) applies to the purchaser, the purchaser must, in addition to the other provisions of this clause 60, comply with the provisions of clause 60.4.

### **60.2 Purchaser to provide information**

On or before the date of this contract (or another date nominated by the vendor) the purchaser must:

- (a) if the purchaser is a Foreign Person, notify the vendor of that fact;
- (b) check the relevant box in item 18 on the front page of this contract; and
- (c) whether or not the purchaser is not a Foreign Person, give to the vendor:
  - (i) the purchaser's full name, address and nationality; and
  - (ii) if the purchaser is a company or trustee of a trust, the names, addresses and nationalities of the shareholders and directors of the company or the names, addresses and nationalities of the beneficiaries under the trust; and
  - (iii) any other information or documentation required by the Treasurer or the vendor.

### **60.3 Reporting**

If the purchaser informs the vendor under clause 60.2 that the purchaser is a Foreign Person, the vendor must:

- (a) include the purchaser as a person to whom the Treasurer's approval relates; and
- (b) inform the Treasurer in accordance with the reporting conditions attaching to the Treasurer's approval.

#### **60.4 Purchaser's application for Treasurer's Approval**

- (a) If clause 60.1(b) applies to the purchaser, the purchaser must by no later than 90 days after the date of this contract:
  - (i) apply for and obtain the Treasurer's Approval to the purchaser purchasing the property; and
  - (ii) provide to the vendor a copy of the Treasurer's Approval and any conditions attaching to the Treasurer's Approval,  
  
failing which the vendor will, in its sole discretion, be entitled to *terminate* this contract by written notice to the purchaser.
- (b) The vendor may, in the vendor's sole discretion, inform the purchaser that the vendor will take carriage of the purchaser's application for the Treasurer's Approval. In that event the purchaser must:
  - (i) within 14 days of being so informed by the vendor provide the vendor with all personal information and documentation required to complete and submit the application;
  - (ii) on request pay to the vendor the fees and disbursements incurred or to be incurred by the vendor in connection with the application; and
  - (iii) on request provide any further information or documentation requested by the vendor; and
  - (iv) on request promptly sign and return to the vendor the application documentation.

#### **60.5 Indemnity**

If the purchaser does not comply with their obligations under this clause, such failure will constitute a breach of an essential term entitling the vendor to *terminate*, and the purchaser indemnifies the vendor and must compensate the vendor for any consequential loss of profit, damage, penalty, fine or legal costs incurred by the vendor arising from that failure.

### **61. Home Building Act**

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#### **61.1 Home Building Act Exemption**

The vendor is exempt from the requirements of the *Home Building Act 1989* and the *Home Building Amendment (Insurance) Regulation 2001 (HBA)* relating to the attachment of an Insurance Certificate to this contract because the residential building constructed is greater than three stories in height.

### **62. Statement regarding Smoke Alarms**

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The vendor makes this statement:

- (a) If this contract relates to land on which a building is situated smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of the *Environmental Planning and Assessment Regulation 2000* to be installed in the building ("requirement").

- (b) The building complies with the requirement.

## **63. Electronic settlement**

---

### **63.1 Application of clause 30**

Clause 30 of this contract, as amended by this clause 63, only applies if the vendor serves a notice under clause 63.2 or clause 30.1.3 applies.

### **63.2 Vendor notice**

- (a) The vendor may serve a notice on the purchaser on or before service of the Registration Notice requiring this transaction to be conducted as an electronic transaction.
- (b) If the vendor serves a notice under clause 63.2(a) before service of the Registration Notice, the vendor can serve a further notice at any time before service of the Registration Notice requiring that this transaction not be conducted as an electronic transaction.

### **63.3 Amendments to clause 30**

If the vendor serves a notice under clause 1.1, clause 30 is amended as follows:

- (a) Clauses 30.1.1, 30.1.2, 30.2.2 and 30.3 are deleted:
- (b) clause 30.5 – delete “Normally, the vendor must within 7 days of the *effective date*” and replace with “The vendor must within 2 business days of serving a notice under clause 63.2”.
- (c) clause 30.7 – replace “7” with “2”.
- (d) clause 30.8 - replace “7” with “2”.
- (e) clause 30.9.1 – delete and replace with “the vendor must provide the purchaser with adjustment figures at least 2 business days before the date for completion; and”
- (f) clause 30.14 – delete “but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion”.
- (g) clause 30.15.2 – delete “immediately” and replace “within 10 business days”

## **The Reference Schedule**

### **Item 1**

Copies of the following documents are attached and marked with the annexure number referred to alongside:

1. Folio Identifiers
2. Strata Plan
3. Strata By-Laws
4. Strata Management Statement
5. Stratum Plan
6. Stratum Plan Instrument
7. Dealings
8. Planning Certificates under section 10.7 of the EPA Act
9. Sewer Service Diagram
10. Standard Requisitions and Standard Replies
11. Treasurer's Approval
12. Land Tax Certificate
13. Clearance Certificate

### **Item 2**

### **Item 4**

#### **(Clause 48)**

- |          |                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 4.1 | Council Rates – \$1,500 per annum                                                                                                                       |
| Item 4.2 | Water Rates - \$300.00 per quarter                                                                                                                      |
| Item 4.3 | Land Tax<br>Studio and 1 bedroom Apartments - \$3,500 per annum<br>2 bedroom Apartments - \$4,000 per annum<br>3 bedroom Apartments - \$6,500 per annum |

## **Annexure 1**

### **Folio Identifier**

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FOLIO: CP/SP92073

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SEARCH DATE	TIME	EDITION NO	DATE
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15/5/2019	3:13 PM	1	13/5/2019

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 92073  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ZETLAND  
LOCAL GOVERNMENT AREA SYDNEY  
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP92073

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 92073  
ADDRESS FOR SERVICE OF DOCUMENTS:  
301 BOTANY ROAD  
ZETLAND NSW 2017

SECOND SCHEDULE (35 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 4 BK 1245 NO 790 COVENANT
- 5 H379235 EASEMENT FOR DRAINAGE 3.66 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP413956
- 6 H379236 EASEMENT FOR DRAINAGE 3.66 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP359259
- 7 AJ148491 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979  
AP87542 VARIATION OF PLANNING AGREEMENT
- 8 AN739616 EASEMENT FOR ELECTRICITY WORKS 1, 2.385 & 6.97 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM APPURTENANT TO LEASE AN739616.  
EXPIRES: 13/7/2068. OPTION OF RENEWAL: 25 YEARS
- 9 DP1211900 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 10 DP1211900 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1211900 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND

END OF PAGE 1 - CONTINUED OVER

## SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

- 
- ABOVE DESCRIBED
- 12 DP1211900 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 13 DP1211900 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 14 DP1211900 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 15 DP1211900 RIGHT TO USE FIRE STAIRS & EGRESS AFFECTING THE WHOLE  
OF THE LAND ABOVE DESCRIBED
- 16 DP1211900 RIGHT TO USE FIRE STAIRS & EGRESS APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 17 DP1211900 EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1211900 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 19 DP1211900 EASEMENT FOR CONNECTION TO SERVICES AFFECTING THE  
WHOLE OF THE LAND ABOVE DESCRIBED
- 20 DP1211900 EASEMENT FOR CONNECTION TO SERVICES APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 21 DP1211900 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 22 DP1211900 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1211900 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM)  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1211900 RIGHT TO USE LIFT 2.5 METRE(S) WIDE (LIMITED IN  
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1211900 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1211900 EASEMENT TO ACCESS & USE LOADING DOCK & ASSOCIATED  
FACILITIES VARIABLE WIDTH (LIMITED IN STRATUM)  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1211900 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (12) IN THE S.88B INSTRUMENT
- 28 DP1211900 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (13) IN THE S.88B INSTRUMENT
- 29 DP1211900 POSITIVE COVENANT REFERRED TO AND NUMBERED (14) IN  
THE S.88B INSTRUMENT
- 30 DP1211900 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN  
THE S.88B INSTRUMENT
- 31 DP1211900 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (17) IN THE S.88B INSTRUMENT
- 32 DP1211900 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (18) IN THE S.88B INSTRUMENT
- 33 DP1211900 POSITIVE COVENANT REFERRED TO AND NUMBERED (20) IN

END OF PAGE 2 - CONTINUED OVER



SECOND SCHEDULE (35 NOTIFICATIONS) (CONTINUED)

THE S.88B INSTRUMENT

- 34 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP92073
- 35 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 92073

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

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP92073

PAGE 4

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

STRATA PLAN 92073

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
141	- 58	142	- 42	143	- 44	144	- 31
145	- 31	146	- 65	147	- 87	148	- 62
149	- 56	150	- 64	151	- 54	152	- 58
153	- 42	154	- 45	155	- 31	156	- 31
157	- 65	158	- 32	159	- 74	160	- 56
161	- 67	162	- 53	163	- 70	164	- 53
165	- 48	166	- 58	167	- 42	168	- 45
169	- 32	170	- 32	171	- 65	172	- 94
173	- 71	174	- 73	175	- 75	176	- 105
177	- 121	178	- 78	179	- 73	180	- 32
181	- 68	182	- 69	183	- 91	184	- 105
185	- 117	186	- 62	187	- 71	188	- 45

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

35611335

PRINTED ON 15/5/2019

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

## **Annexure 2**

### **Strata Plan**

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PLAN FORM 1 (A3)

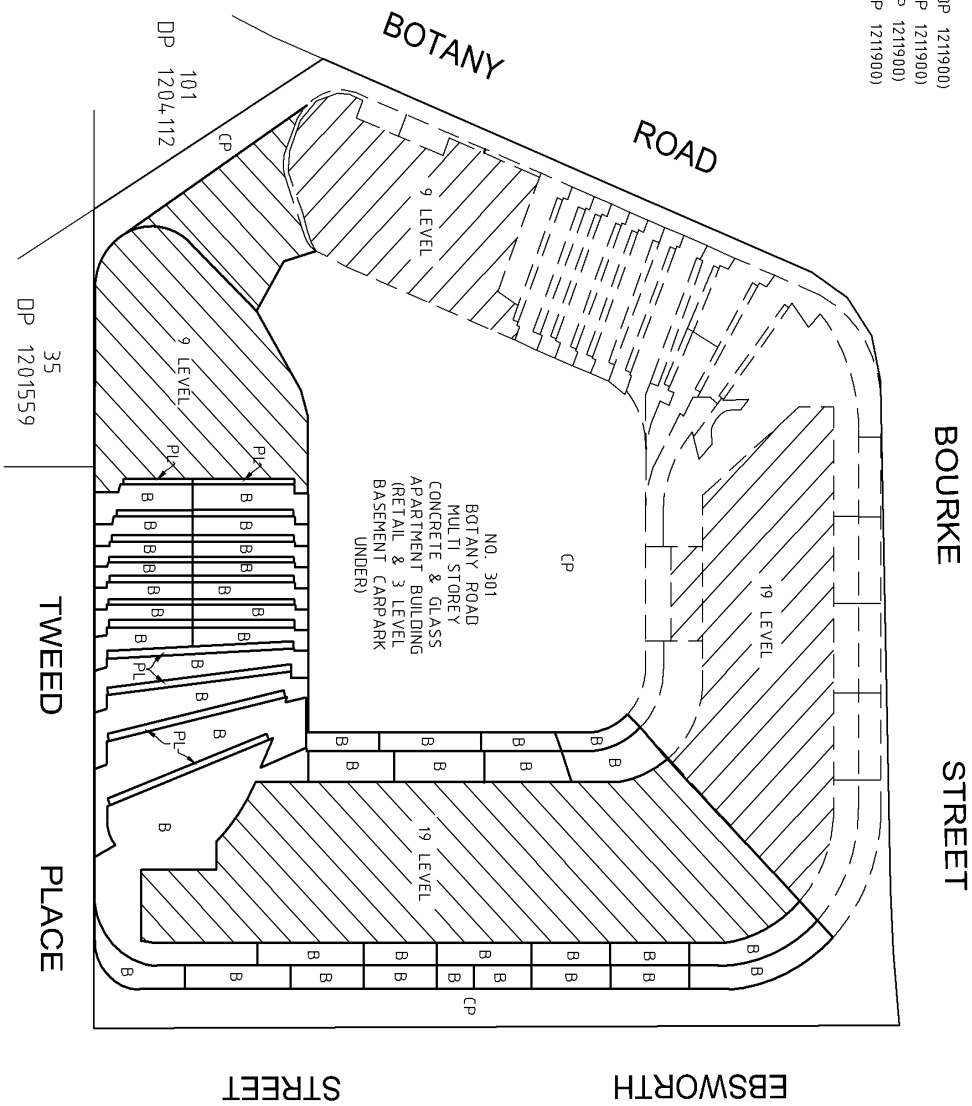
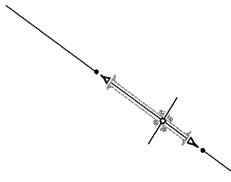
SP92073

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 1 of 37 sheet(s)

LOCATION PLAN

- \* EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)(DP 1211900)
- \* EASEMENT FOR SERVICES (WHOLE OF LOT)(DP 1211900)
- \* EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)(DP 1211900)
- \* RIGHT TO USE FIRE STAIRS AND EGRESS (WHOLE OF LOT)(DP 1211900)
- \* EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)(DP 1211900)
- \* EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT)(DP 1211900)

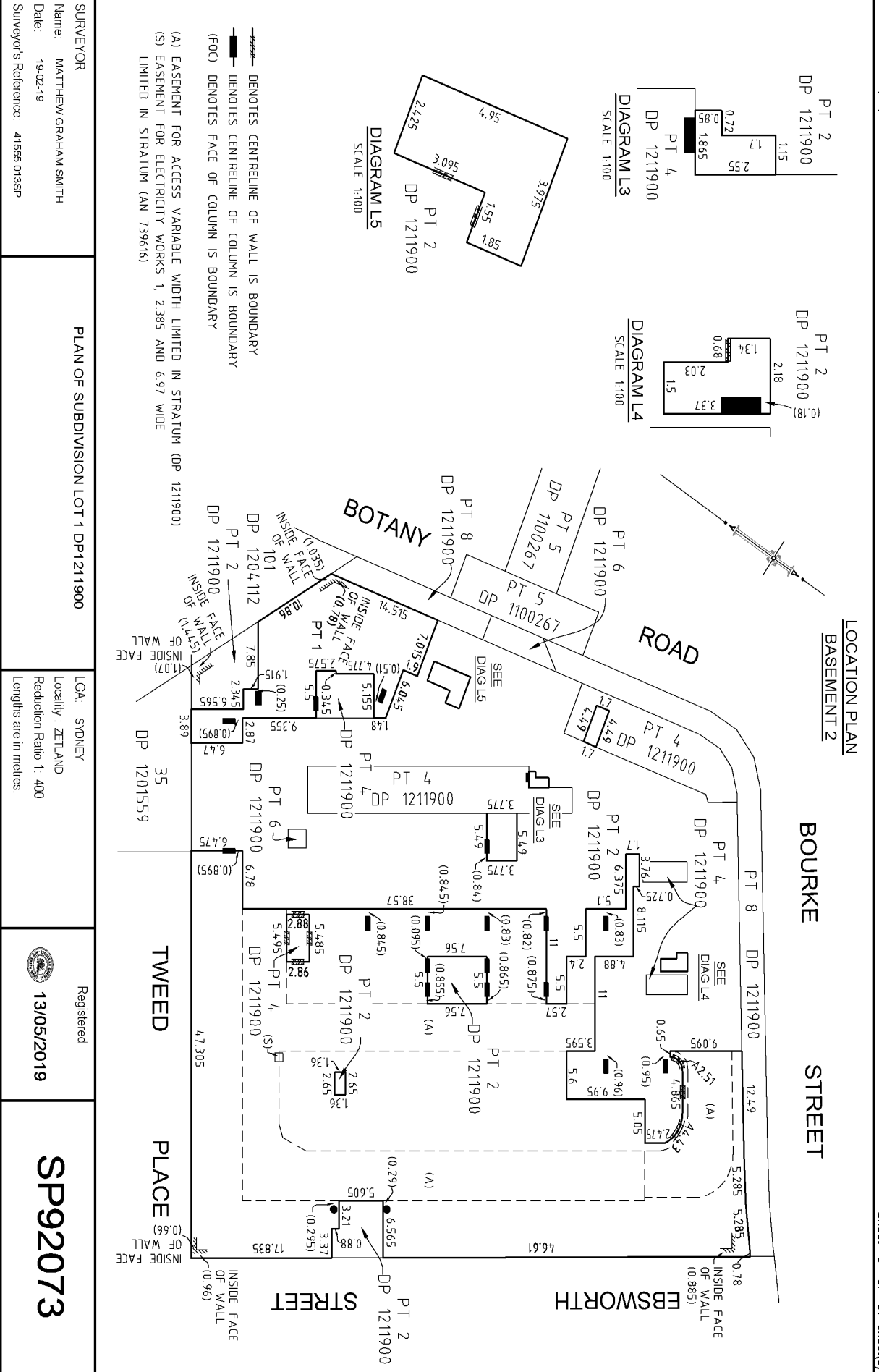


NOTES:

- B ~ BALCONY
- CP ~ COMMON PROPERTY
- PL ~ PLANTER

SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP	PLAN OF SUBDIVISION LOT 1 DP1211900	LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 400 Lengths are in metres.	Registered 13/05/2019	SP92073
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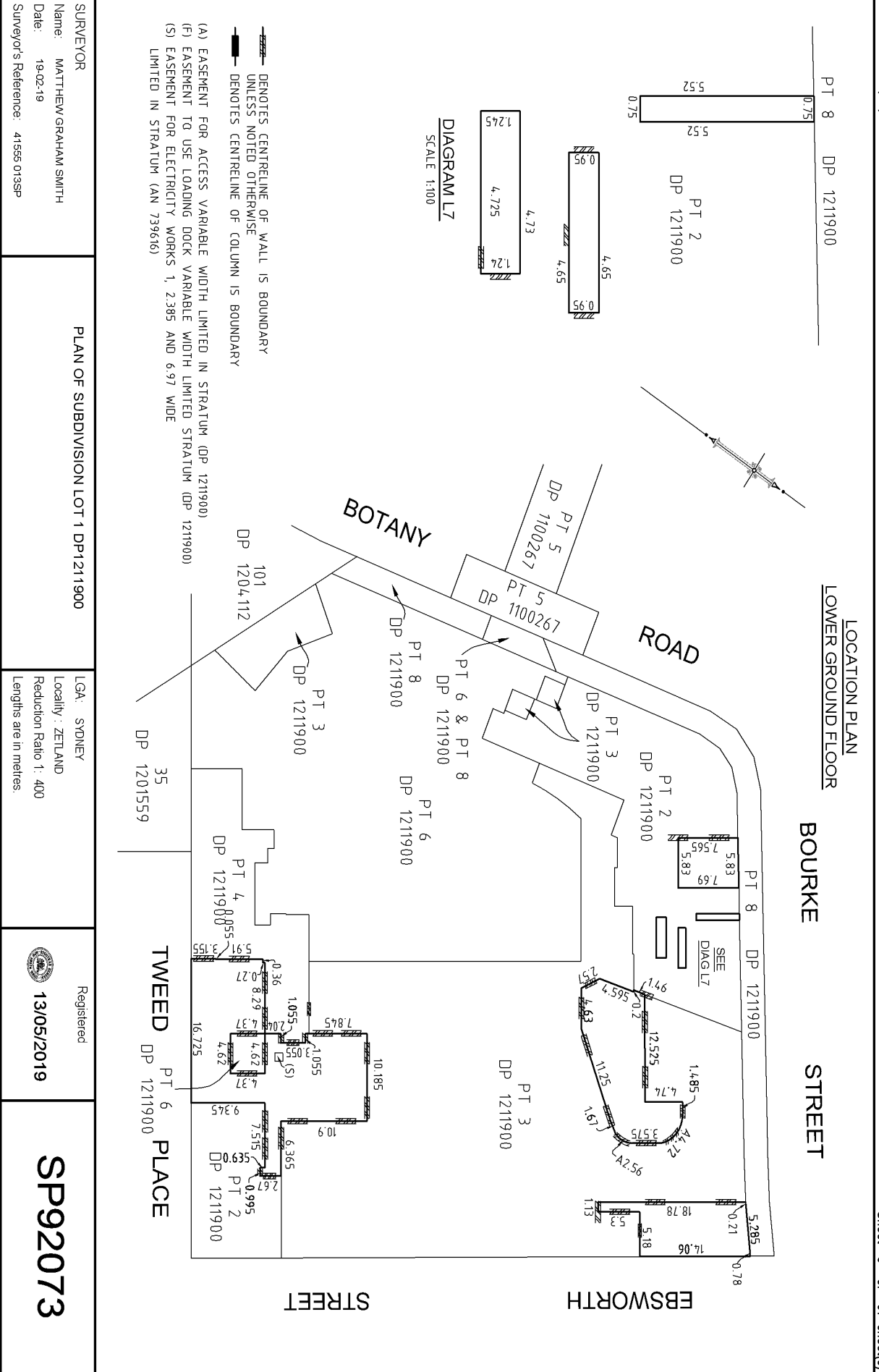




--- DENOTES CENTRELINE OF WALL IS BOUNDARY  
 - - - DENOTES CENTRELINE OF COLUMN IS BOUNDARY  
 (FOC) DENOTES FACE OF COLUMN IS BOUNDARY  
 (A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP 1211900)  
 (S) EASEMENT FOR ELECTRICITY WORKS 1, 2, 385 AND 6, 97 WIDE LIMITED IN STRATUM (AN 739616)

SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP		PLAN OF SUBDIVISION LOT 1 DP1211900		LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 400 Lengths are in metres.		Registered 13/05/2019		SP92073	
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SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio: 1: 400  
 Lengths are in metres.

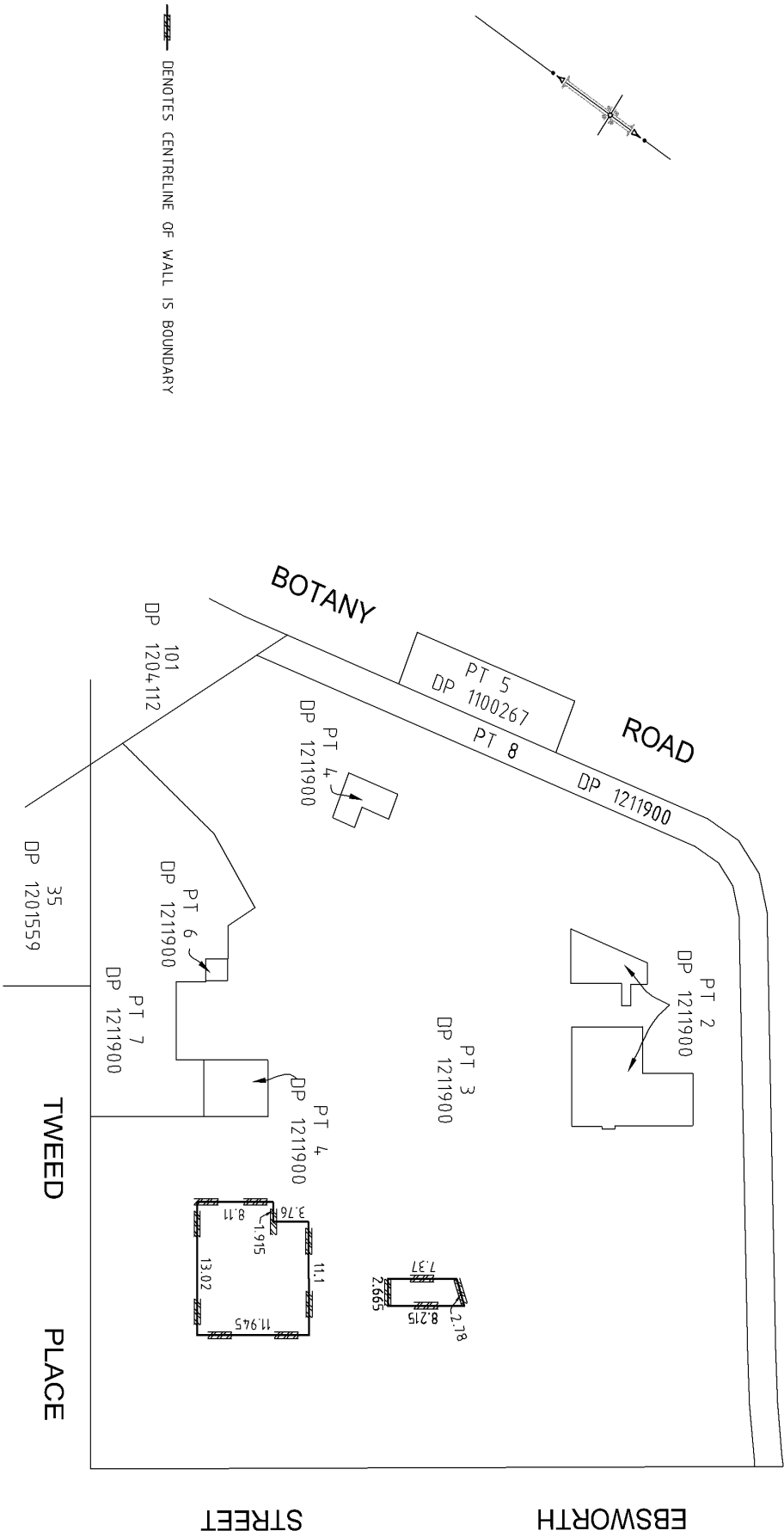
Registered  
 13/05/2019

SP92073





LOCATION PLAN  
 LEVEL 1  
 THE ENTIRETY OF LEVEL 1  
 IN THIS PLAN IS COMMON PROPERTY



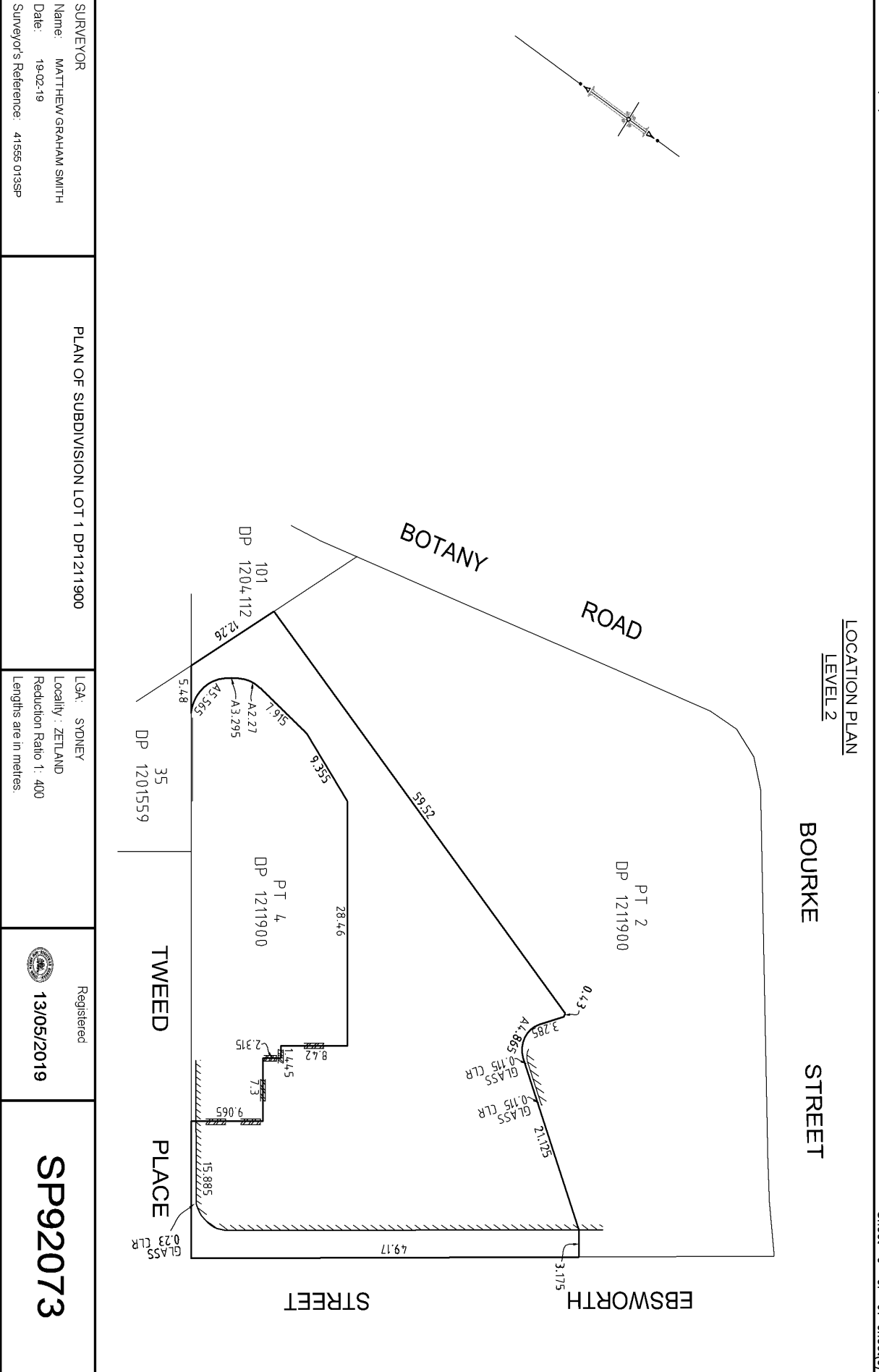
SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio: 400  
 Lengths are in metres.

Registered  
 13/05/2019

SP92073



SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

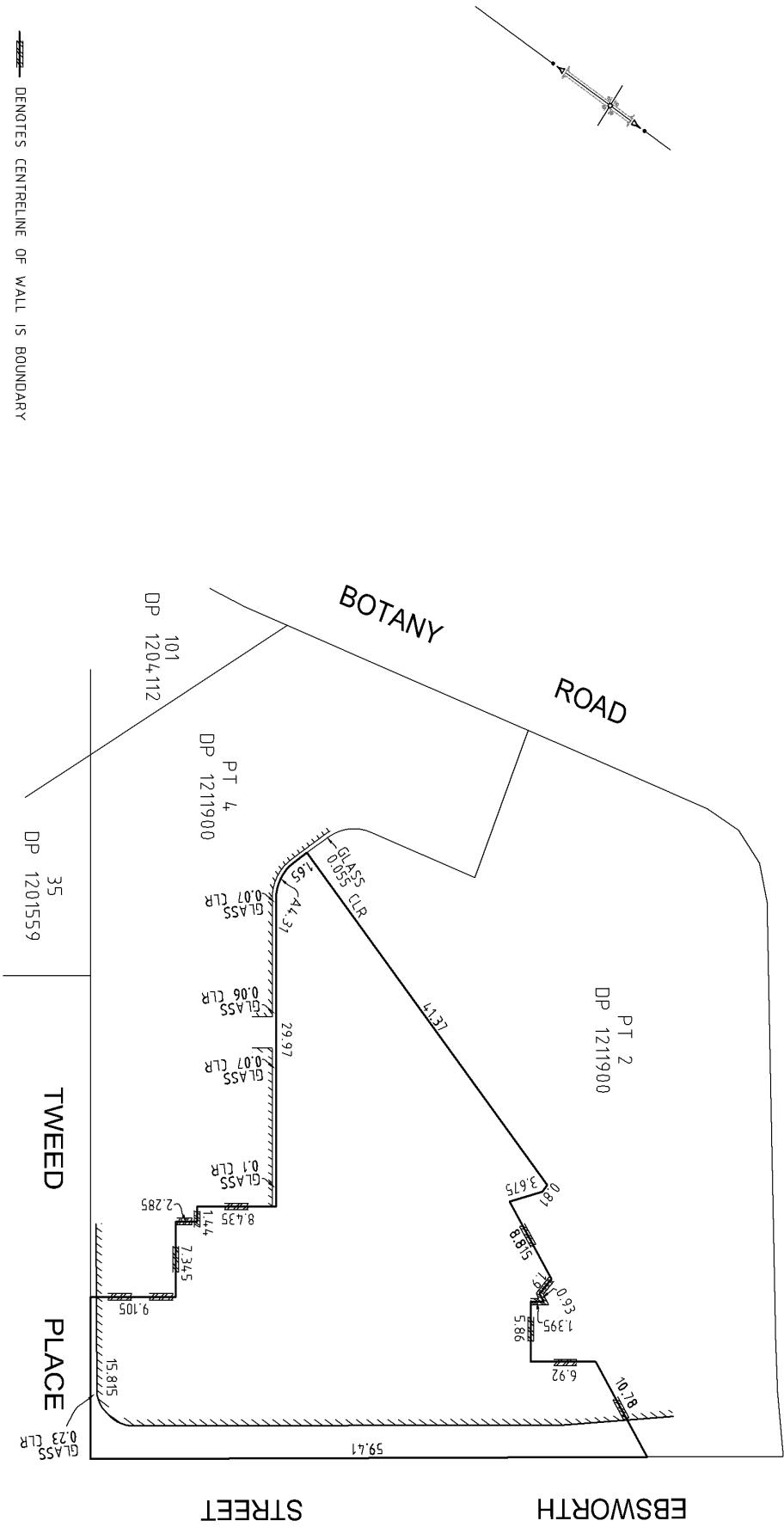
PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio: 400  
 Lengths are in metres.

Registered  
 13/05/2019

SP92073

LOCATION PLAN  
 LEVEL 3  
 (THIS BUILDING DOES NOT HAVE A LEVEL 4)  
**BOTANY ROAD**  
**BOURKE STREET**  
**TWEED PLACE**  
**EBSWORTH STREET**



SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

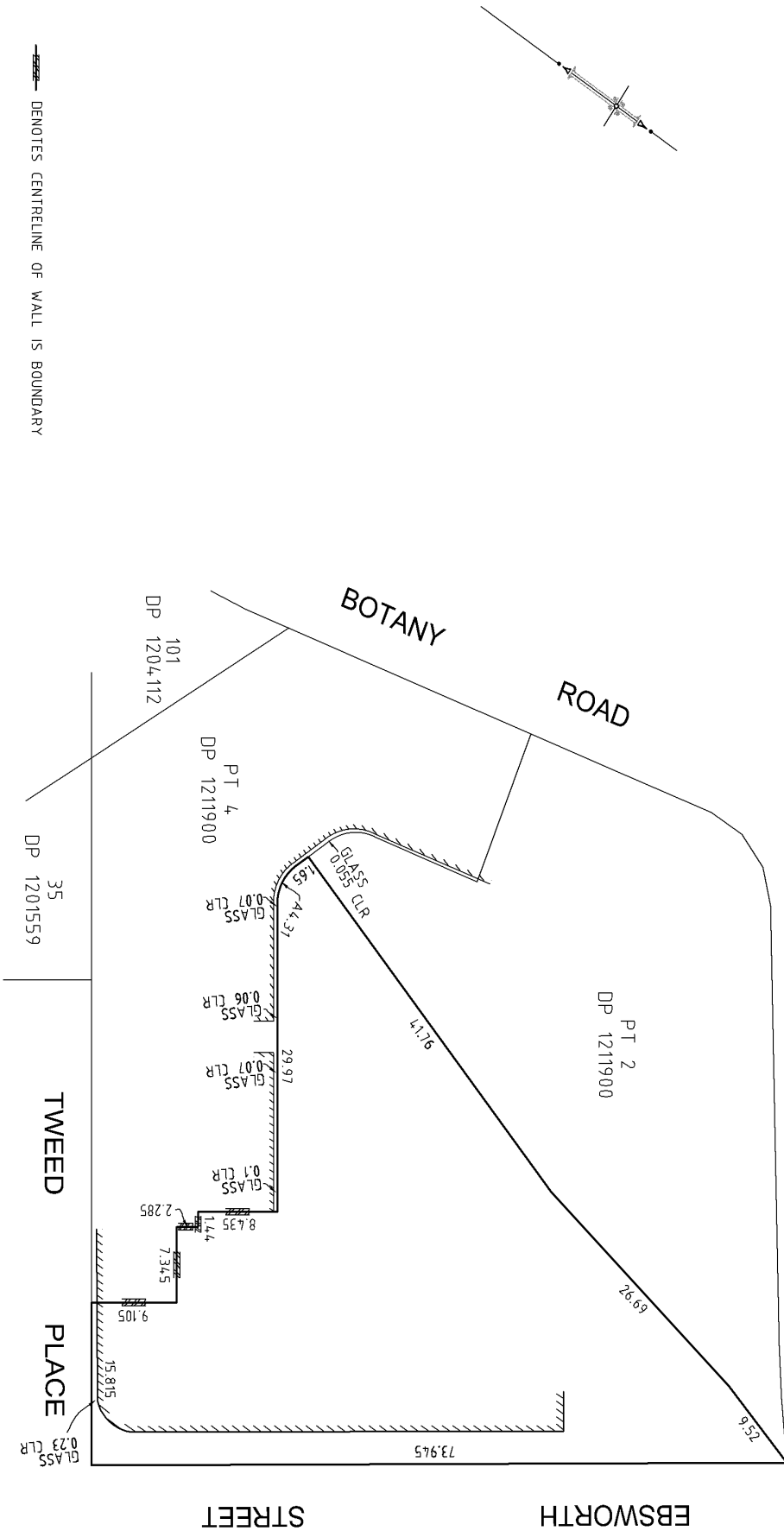
PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio: 1: 400  
 Lengths are in metres.

Registered  
 13/05/2019

**SP92073**

LOCATION PLAN  
 LEVELS 5-7  
 (THIS BUILDING DOES NOT HAVE A LEVEL 4)  
**BOURKE STREET**



--- DENOTES CENTRELINE OF WALL IS BOUNDARY

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

PLAN OF SUBDIVISION LOT 1 DP1211900

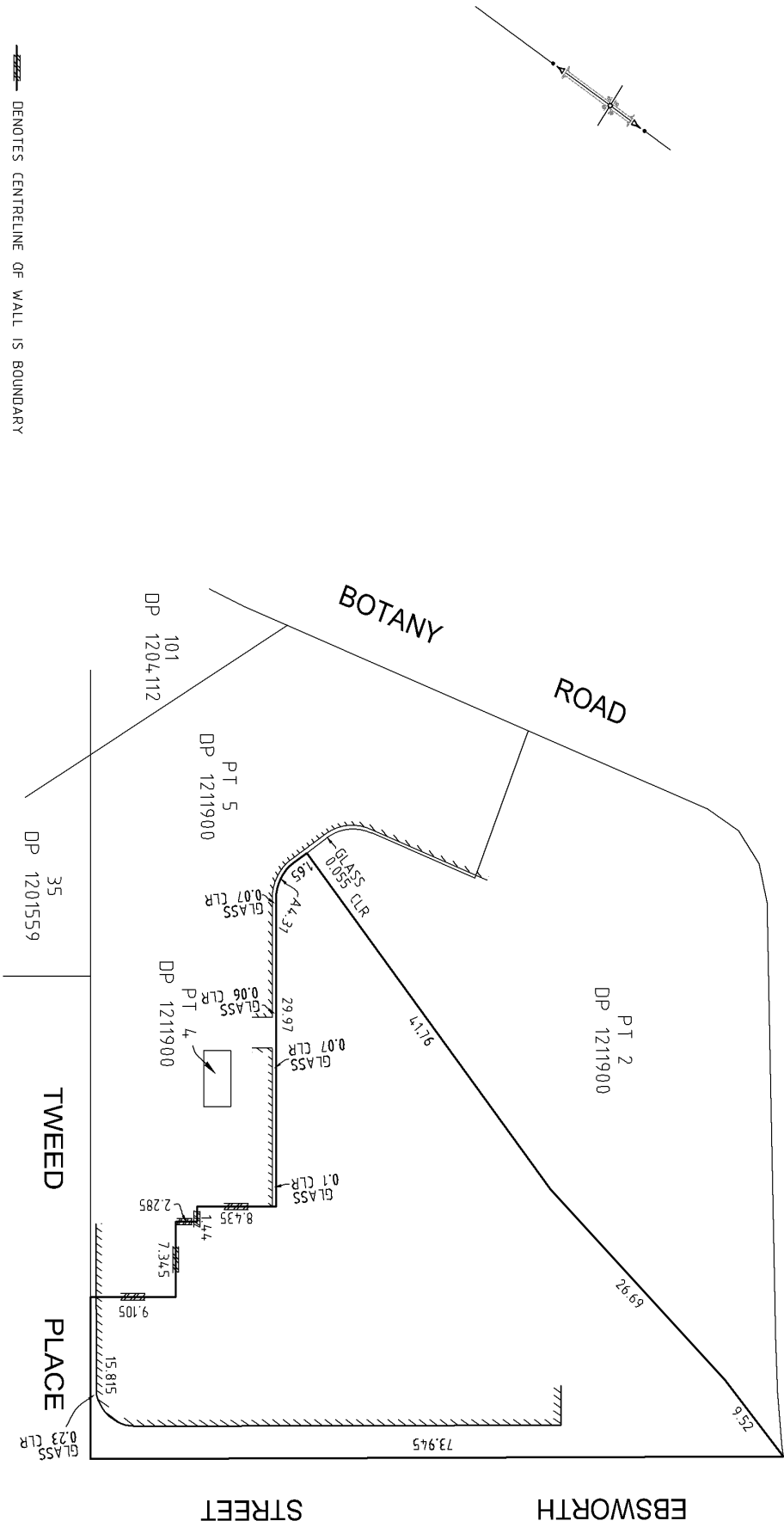
LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio: 1: 400  
 Lengths are in metres.

Registered  
 13/05/2019

**SP92073**

LOCATION PLAN  
LEVEL 8

BOTANY ROAD  
BOURKE STREET  
EBSWORTH STREET



--- DENOTES CENTRELINE OF WALL IS BOUNDARY

SURVEYOR  
Name: MATTHEW GRAHAM SMITH  
Date: 19-02-19  
Surveyor's Reference: 41555 013SP

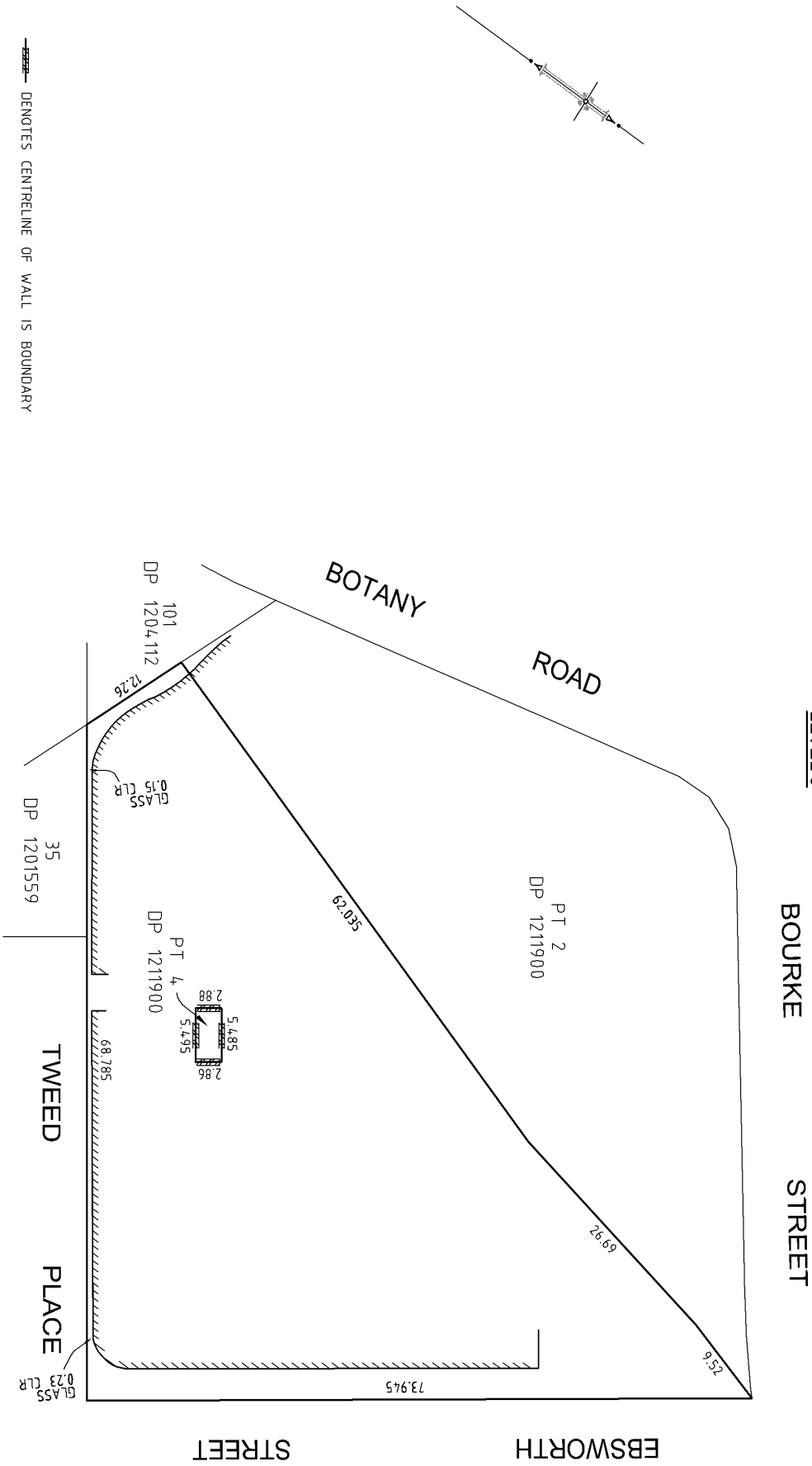
PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
Locality: ZETLAND  
Reduction Ratio: 400  
Lengths are in metres.

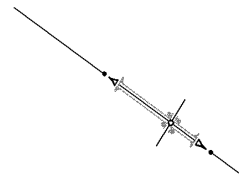
Registered  
13/05/2019

SP92073

LOCATION PLAN  
 LEVEL 9



--- DENOTES CENTRELINE OF WALL IS BOUNDARY



SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

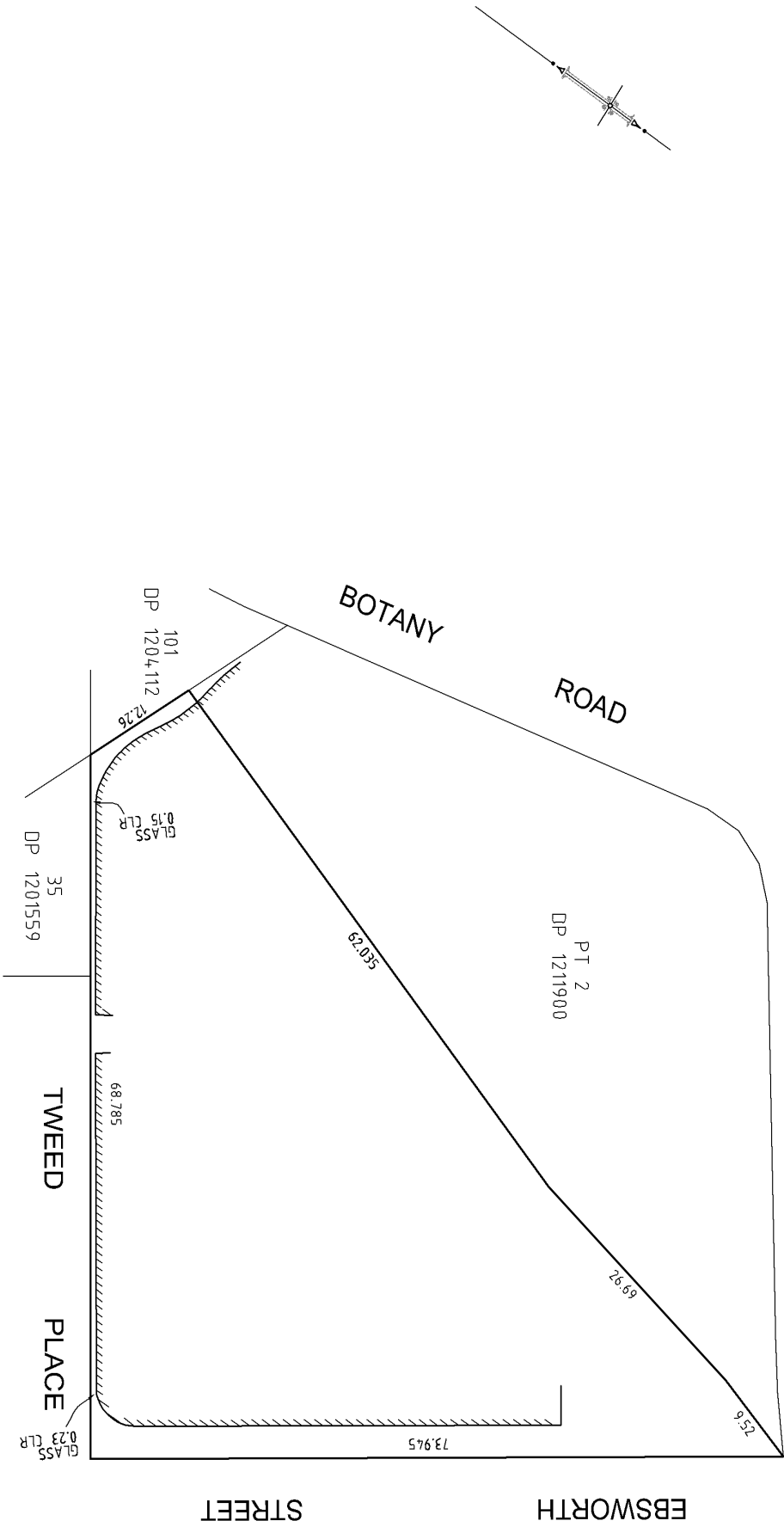
PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio 1: 400  
 Lengths are in metres.

Registered  
 13/05/2019

SP92073

LOCATION PLAN  
 LEVELS 10-17  
 (THIS BUILDING DOES NOT HAVE A LEVEL 14)



SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio 1: 400  
 Lengths are in metres.

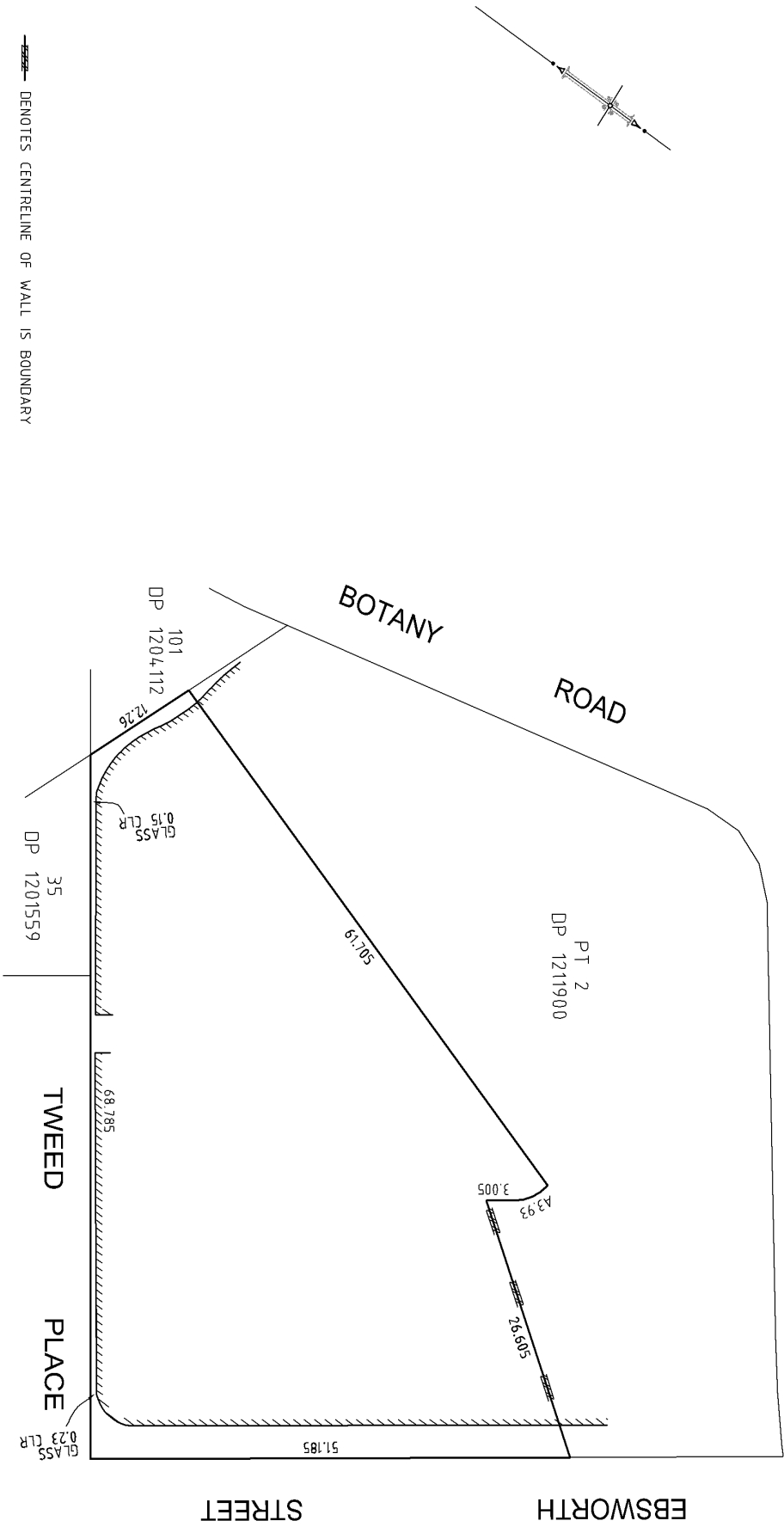
Registered  
 13/05/2019

SP92073



LOCATION PLAN  
LEVELS 18

BOTANY ROAD  
BOURKE STREET  
EBSWORTH STREET  
TWEED PLACE



--- DENOTES CENTRELINE OF WALL IS BOUNDARY

SURVEYOR  
Name: MATTHEW GRAHAM SMITH  
Date: 19-02-19  
Surveyor's Reference: 41555 013SP

PLAN OF SUBDIVISION LOT 1 DP1211900

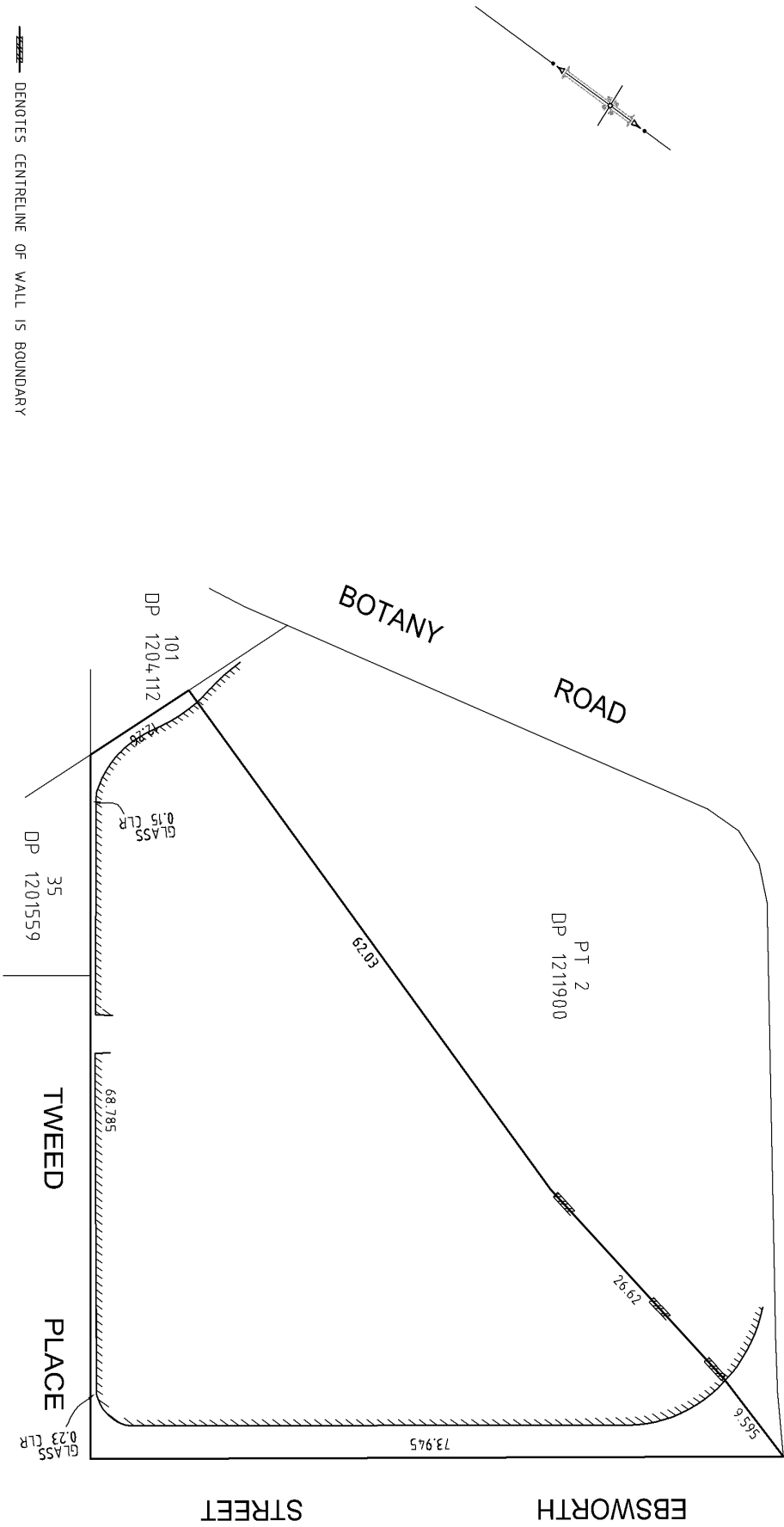
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Locality: ZETLAND  
Reduction Ratio: 400  
Lengths are in metres.

Registered  
13/05/2019

SP92073

LOCATION PLAN  
 LEVEL 19 & ABOVE

BOTANY ROAD  
 BOURKE STREET  
 STREET



--- DENOTES CENTRELINE OF WALL IS BOUNDARY

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

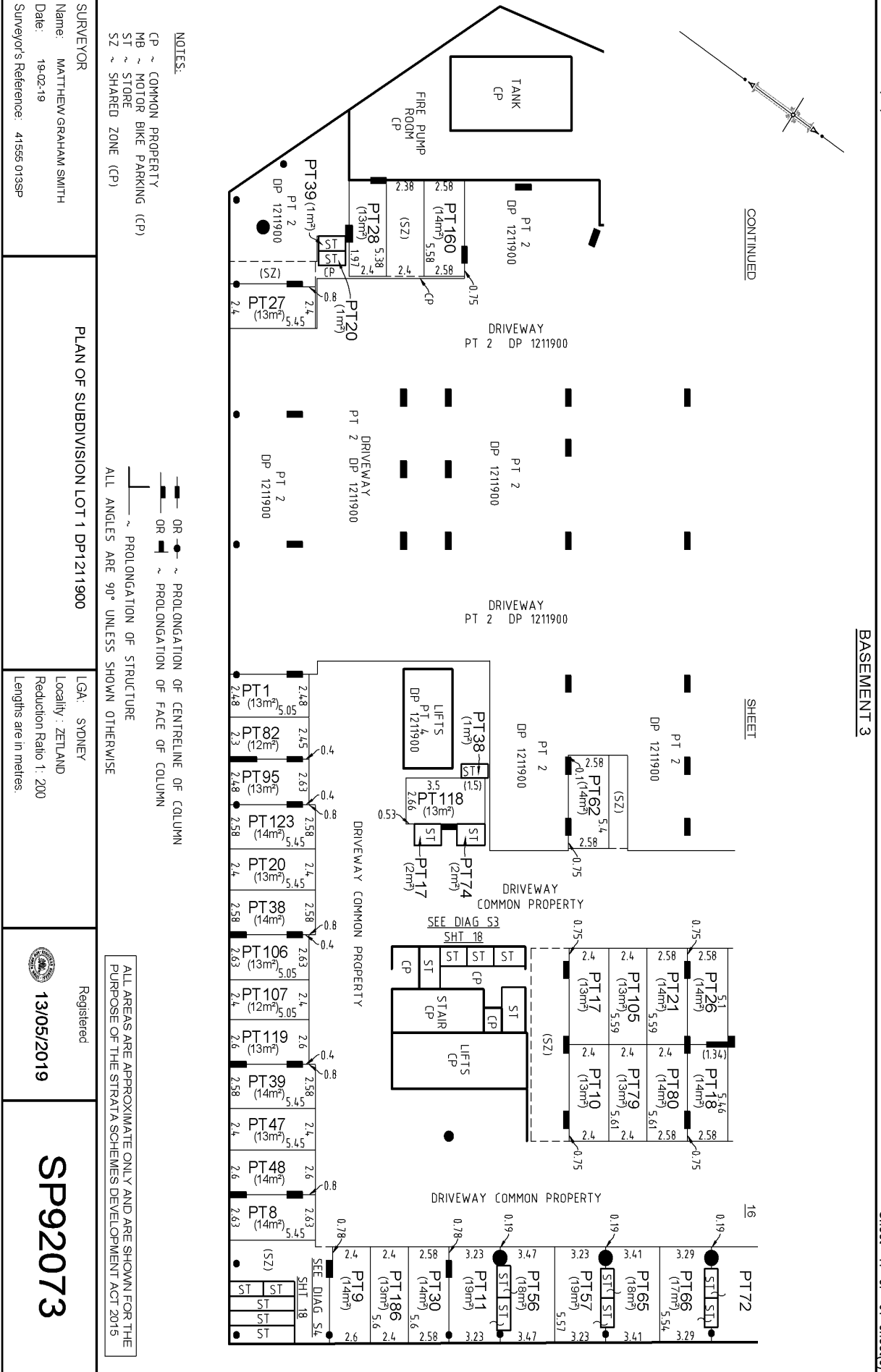
PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio 1: 400  
 Lengths are in metres.

Registered  
 13/05/2019

SP92073





NOTES:

- CP ~ COMMON PROPERTY
- MB ~ MOTOR BIKE PARKING (CP)
- ST ~ STORE
- SZ ~ SHARED ZONE (CP)

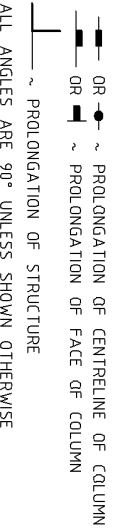
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 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio 1: 200  
 Lengths are in metres.

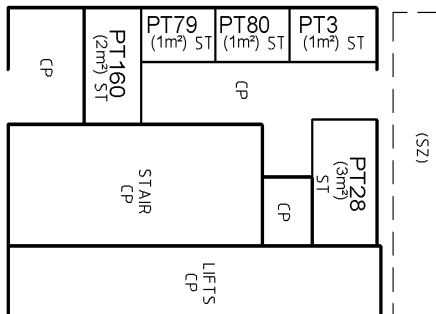
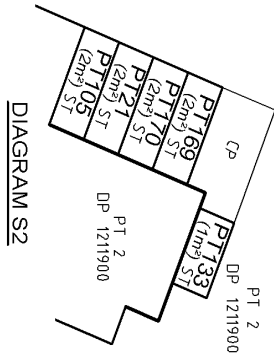
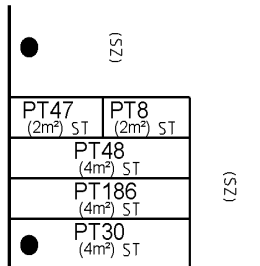
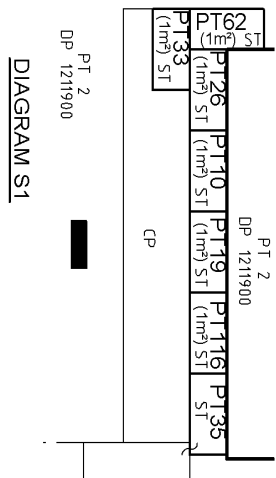
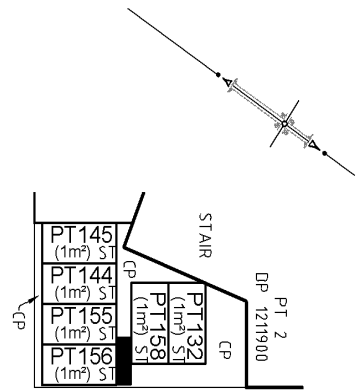


Registered  
 13/05/2019



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

**BASEMENT 3  
 STORAGE DIAGRAMS**



**NOTES:**

- CP ~ COMMON PROPERTY
- SZ ~ SHARED ZONE (CP)
- ST ~ STORE

**SURVEYOR**  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

**PLAN OF SUBDIVISION LOT 1 DP1211900**

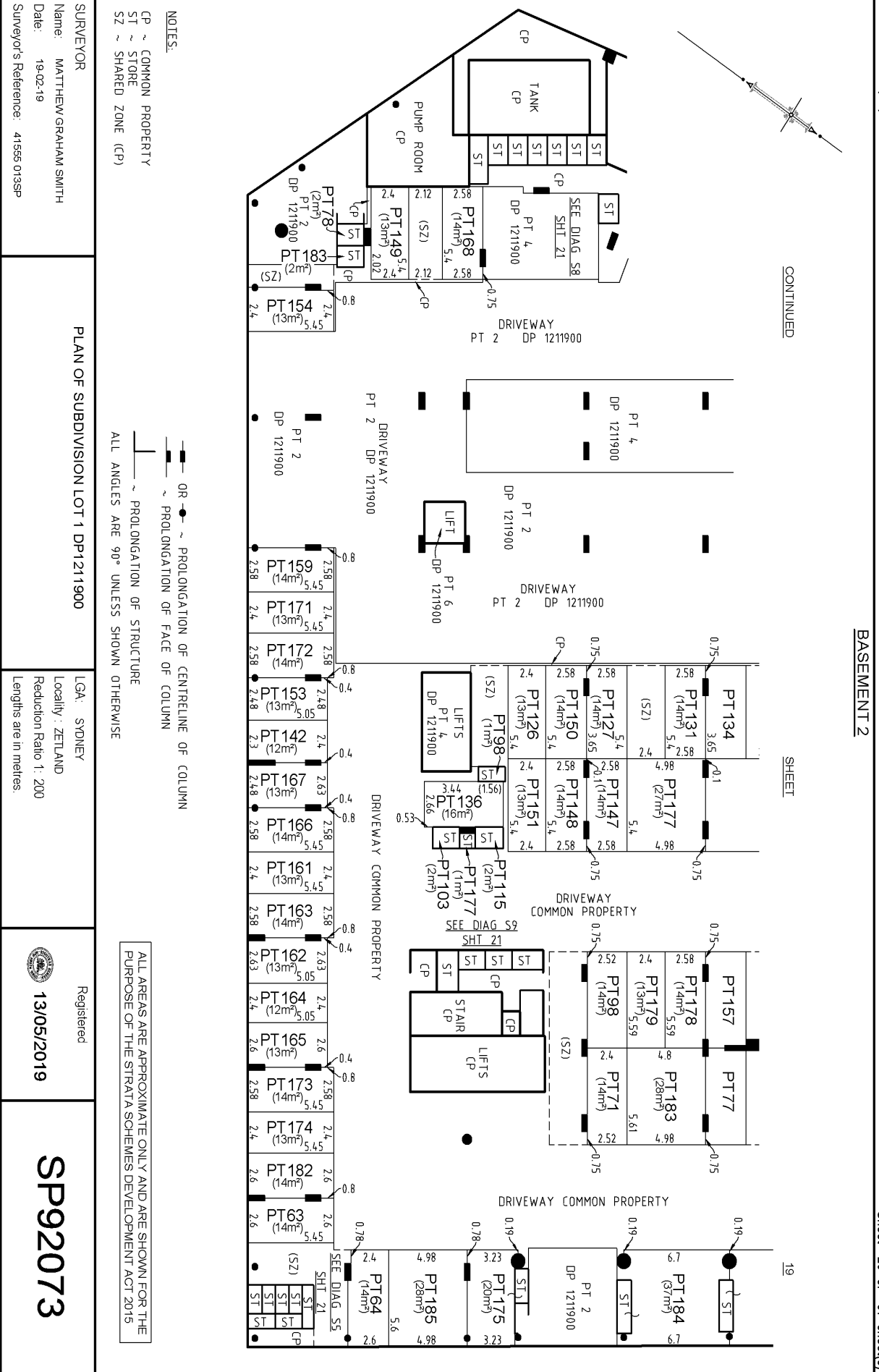
LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio 1: 100  
 Lengths are in metres.

Registered  
 13/05/2019

**SP92073**

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





NOTES:  
 CP ~ COMMON PROPERTY  
 ST ~ STORE  
 SZ ~ SHARED ZONE (CP)

OR ~ PROLONGATION OF CENTRELINE OF COLUMN  
 ~ PROLONGATION OF FACE OF COLUMN  
 ~ PROLONGATION OF STRUCTURE  
 ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

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

SURVEYOR  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

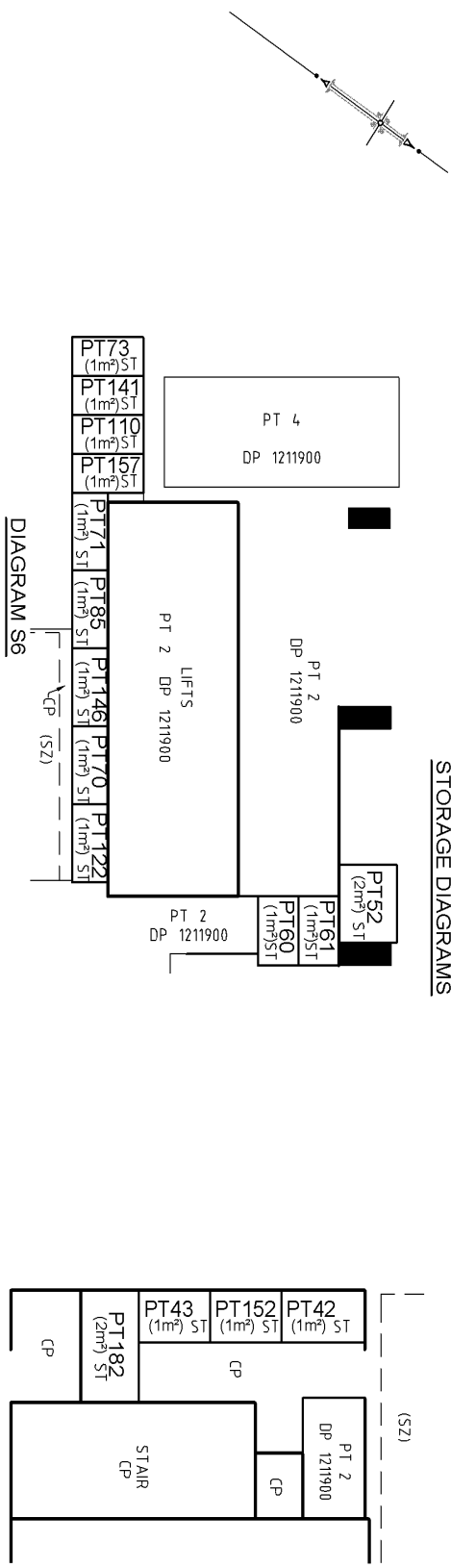
PLAN OF SUBDIVISION LOT 1 DP1211900

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio: 1:200  
 Lengths are in metres.

Registered  
 13/05/2019

SP92073

**BASEMENT 2  
STORAGE DIAGRAMS**



**NOTES:**

- CP ~ COMMON PROPERTY
- SZ ~ SHARED ZONE (CP)
- ST ~ STORE

**SURVEYOR**  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

**PLAN OF SUBDIVISION LOT 1 DP1211900**

LGA: SYDNEY  
 Locality: ZETLAND  
 Reduction Ratio 1: 100  
 Lengths are in metres.

Registered  
 13/05/2019

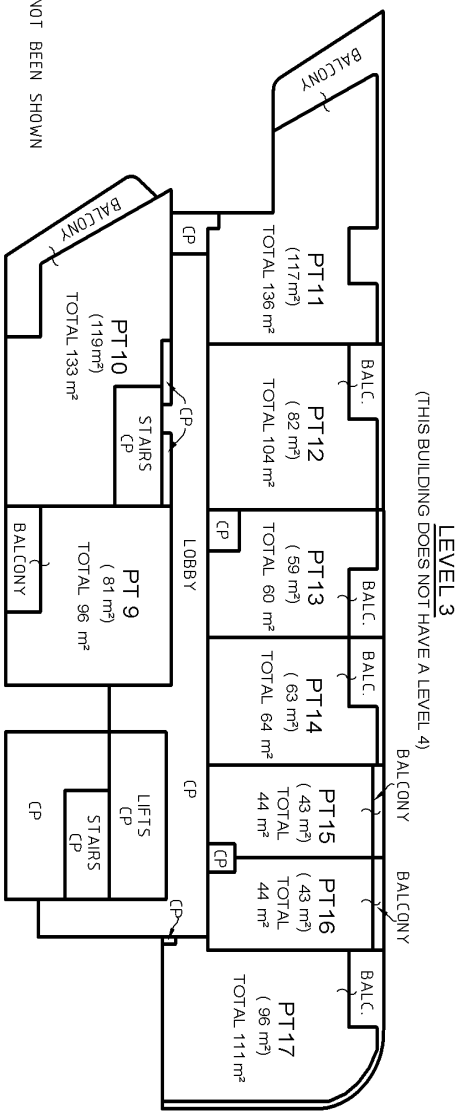
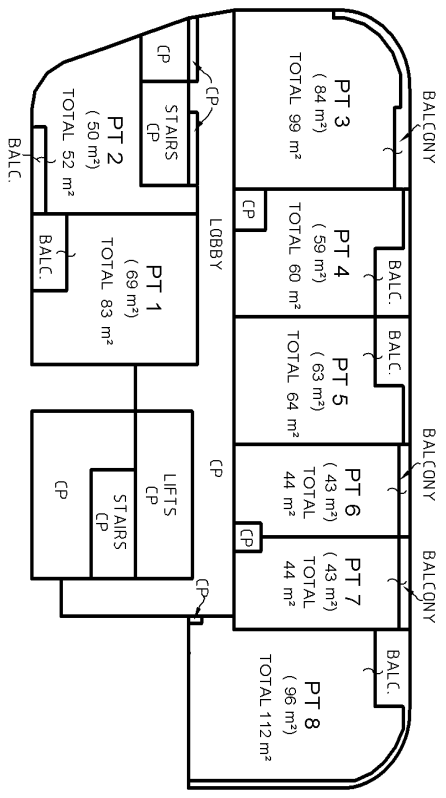
**SP92073**

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








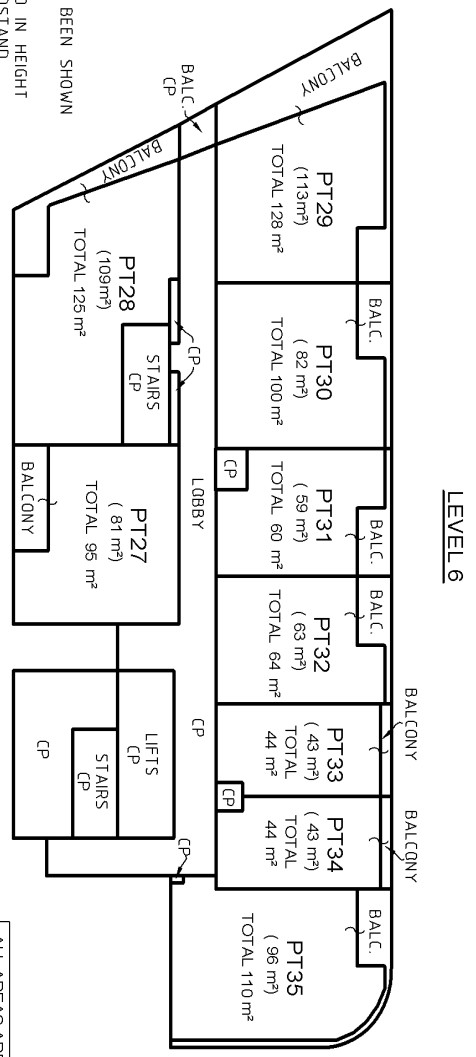
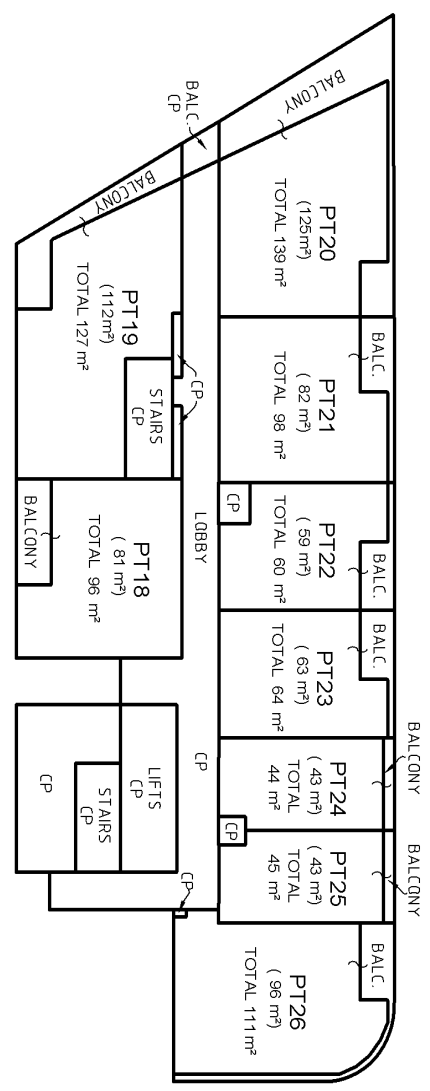


**NOTES:**

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

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

SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP	PLAN OF SUBDIVISION LOT 1 DP1211900	LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 250 Lengths are in metres.	Registered  13/05/2019	SP92073
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**NOTES:**

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

**SURVEYOR**  
 Name: MATTHEW GRAHAM SMITH  
 Date: 19-02-19  
 Surveyor's Reference: 41555 013SP

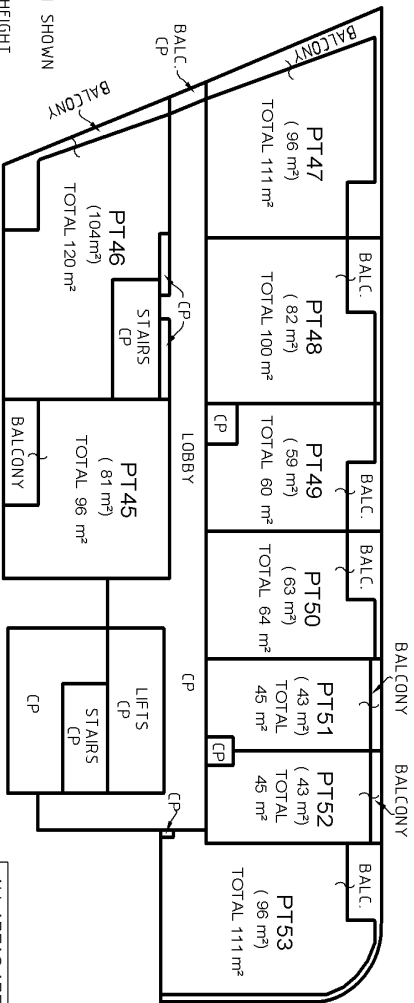
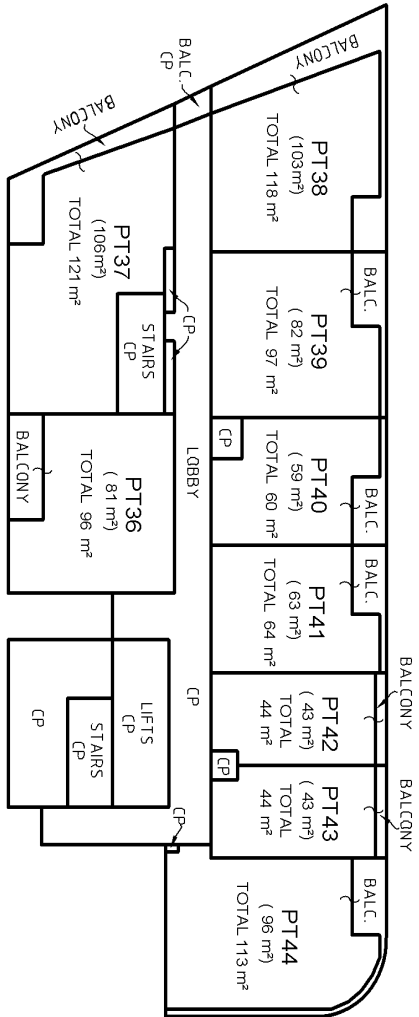
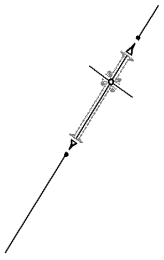
**PLAN OF SUBDIVISION LOT 1 DP1211900**

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

Registered  
 13/05/2019

**SP92073**

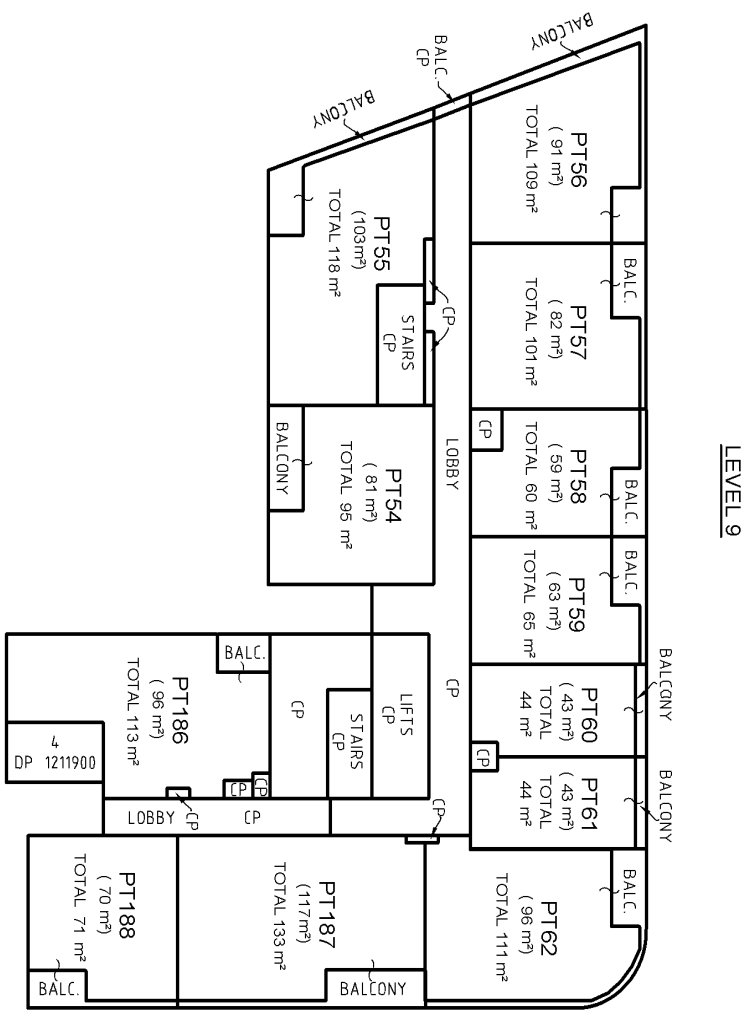
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



NOTES:  
 BALC ~ BALCONY  
 CP ~ COMMON PROPERTY  
 FOR CLARITY DUCTS AND PILLARS HAVE NOT BEEN SHOWN  
 THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP	PLAN OF SUBDIVISION LOT 1 DP1211900	LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 250 Lengths are in metres.	Registered 13/05/2019	SP92073
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**NOTES:**

BALC. ~ BALCONY  
 CP ~ COMMON PROPERTY

FOR CLARITY DUCTS AND PILLARS HAVE NOT BEEN SHOWN

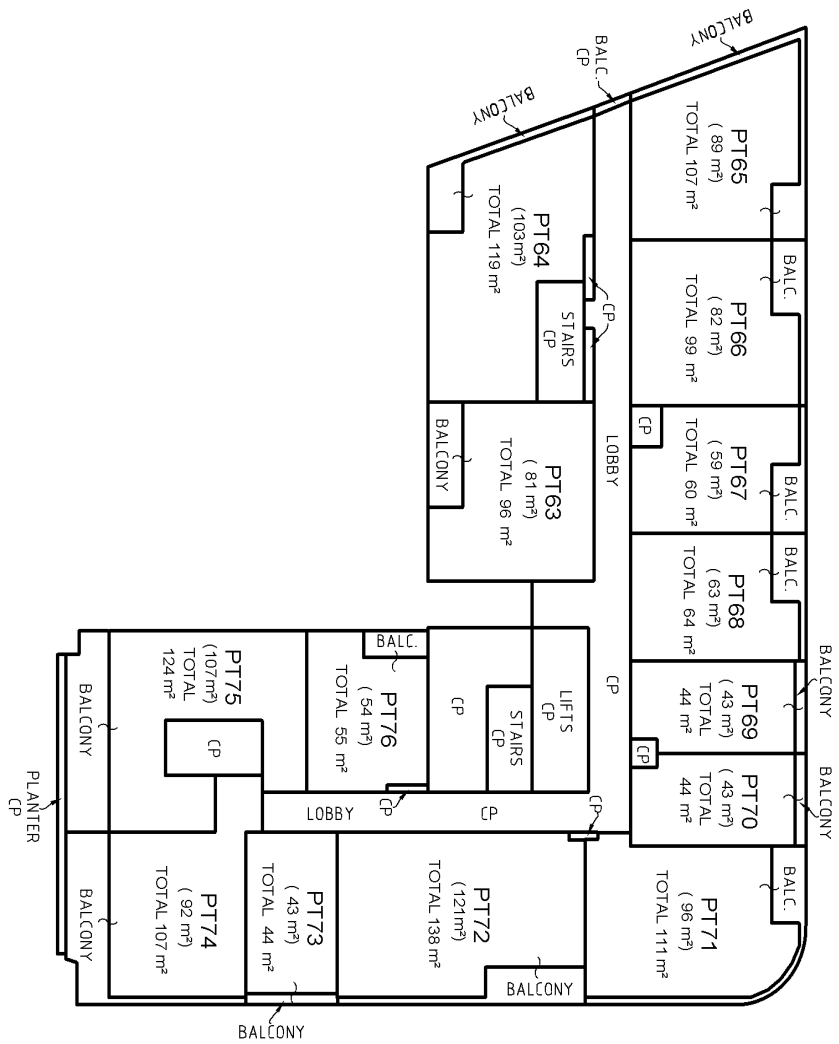
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDESTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP	PLAN OF SUBDIVISION LOT 1 DP1211900	LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 250 Lengths are in metres.	Registered  13/05/2019	SP92073
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LEVEL 10



NOTES:

BALC ~ BALCONY  
 CP ~ COMMON PROPERTY

FOR CLARITY DUCTS AND PILLARS HAVE NOT BEEN SHOWN

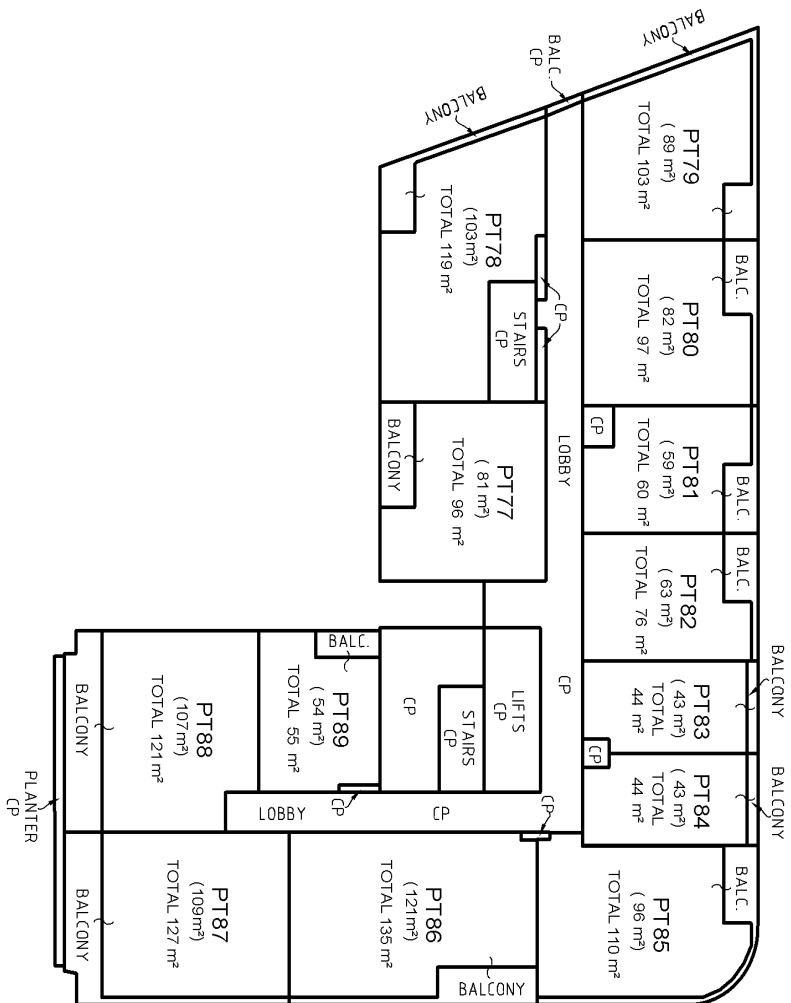
THE STRATUM OF THE BALCONIES AND PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARDSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

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

SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP	PLAN OF SUBDIVISION LOT 1 DP1211900	LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 250 Lengths are in metres.	Registered 13/05/2019	SP92073
-----------------------------------------------------------------------------------------------	-------------------------------------	--------------------------------------------------------------------------------------	--------------------------	---------



LEVEL 11




NOTES:

BALC. ~ BALCONY  
 CP ~ COMMON PROPERTY

FOR CLARITY DUCTS AND PILLARS HAVE NOT BEEN SHOWN

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

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

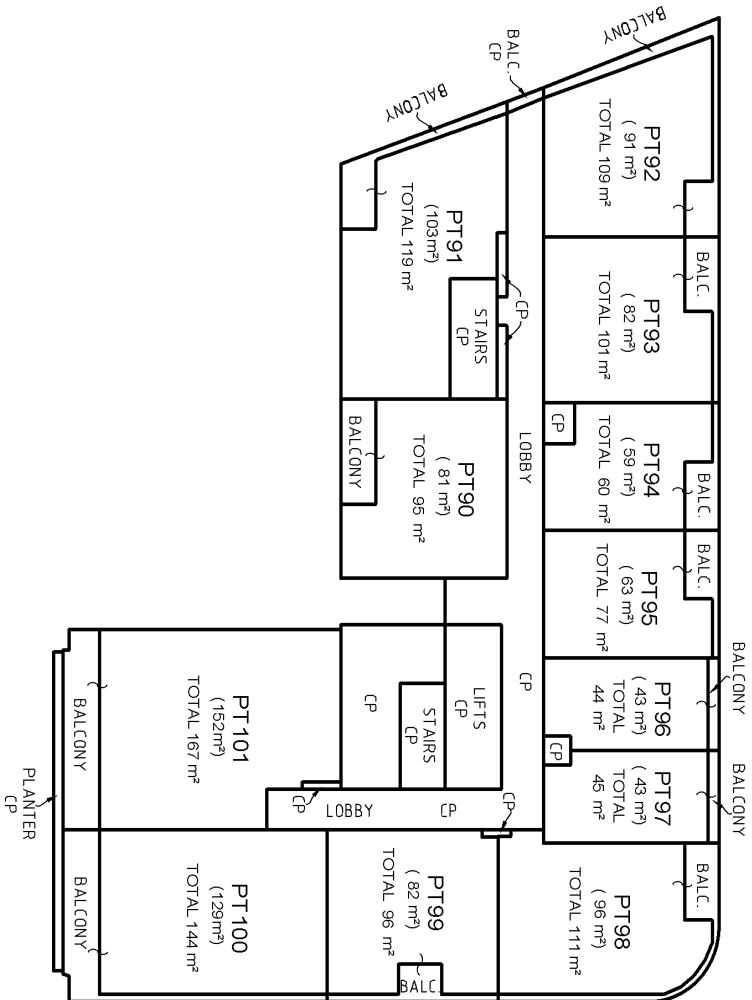
SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP	PLAN OF SUBDIVISION LOT 1 DP1211900	LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 250 Lengths are in metres.	Registered  13/05/2019
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SP92073





**LEVEL 12**




**NOTES:**

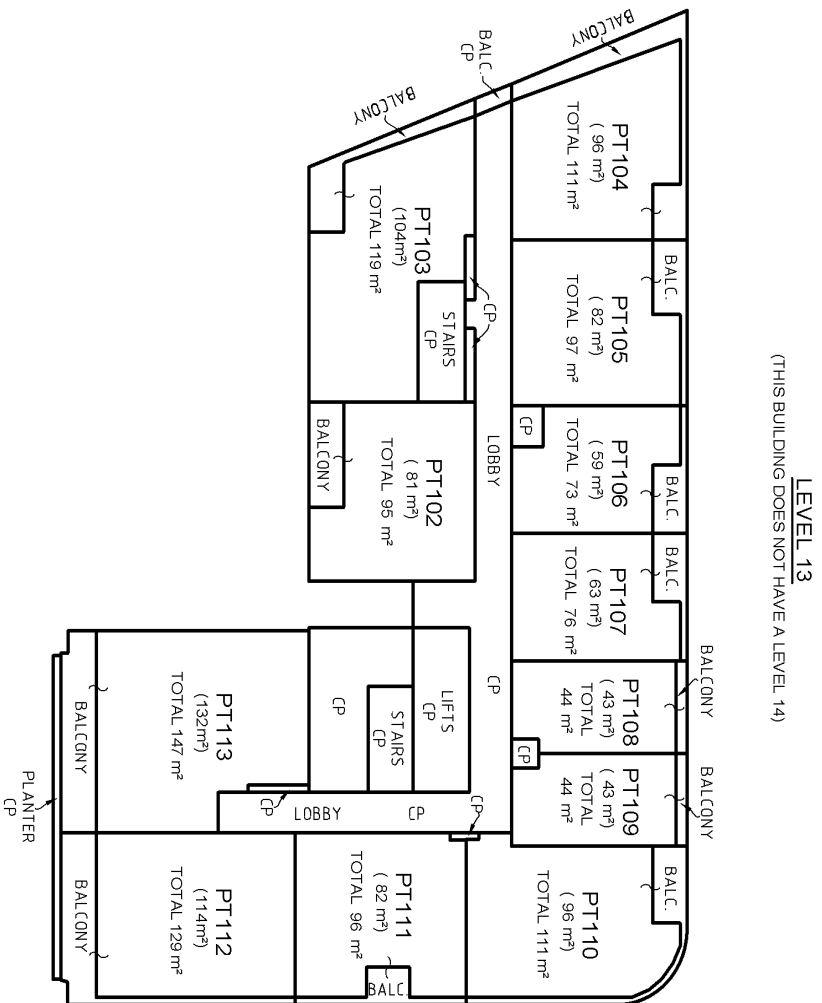
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 CP ~ COMMON PROPERTY

FOR CLARITY DUCTS AND PILLARS HAVE NOT BEEN SHOWN

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

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

SURVEYOR Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP	PLAN OF SUBDIVISION LOT 1 DP1211900	LGA: SYDNEY Locality: ZETLAND Reduction Ratio 1: 250 Lengths are in metres.	Registered  13/05/2019	SP92073
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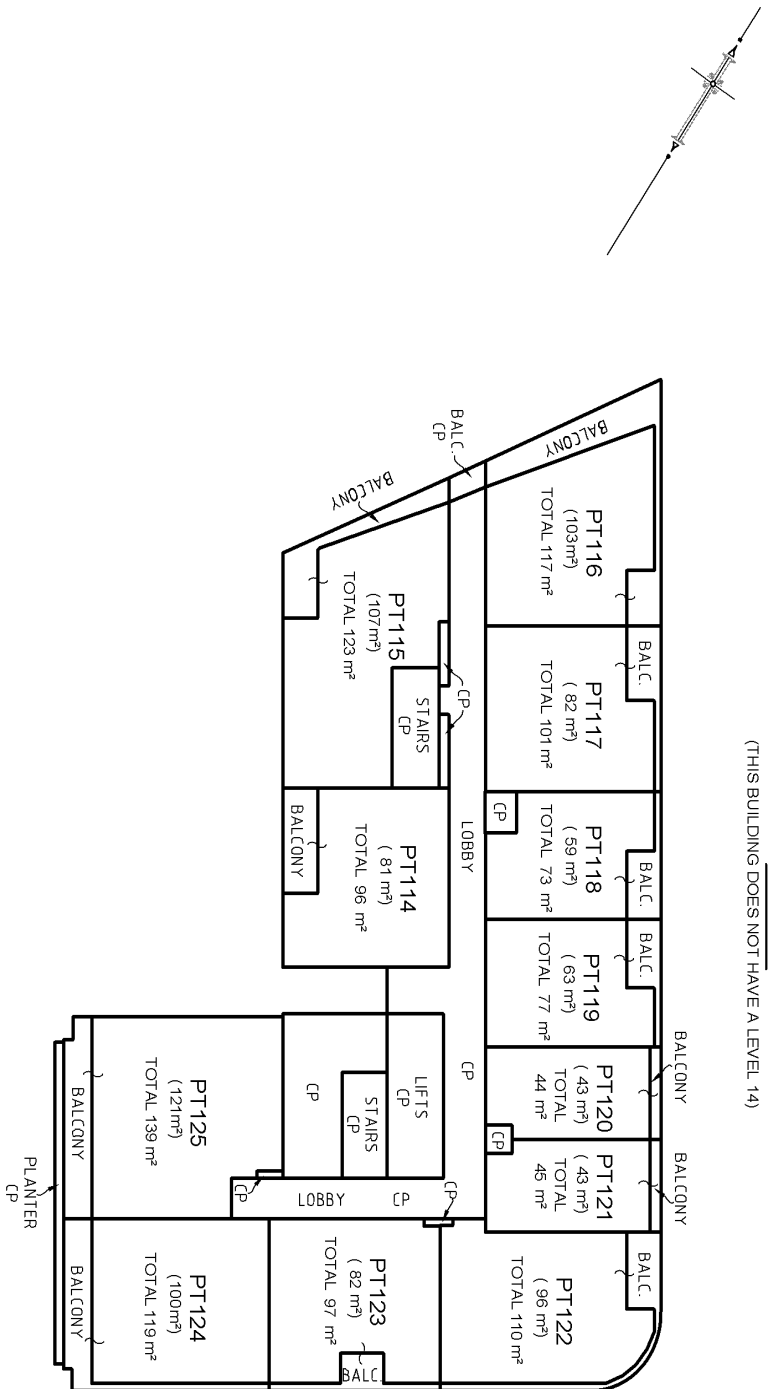
PLAN FORM 1 (A3)

SP92073

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 32 of 37 sheet(s)

LEVEL 15  
 (THIS BUILDING DOES NOT HAVE A LEVEL 14)




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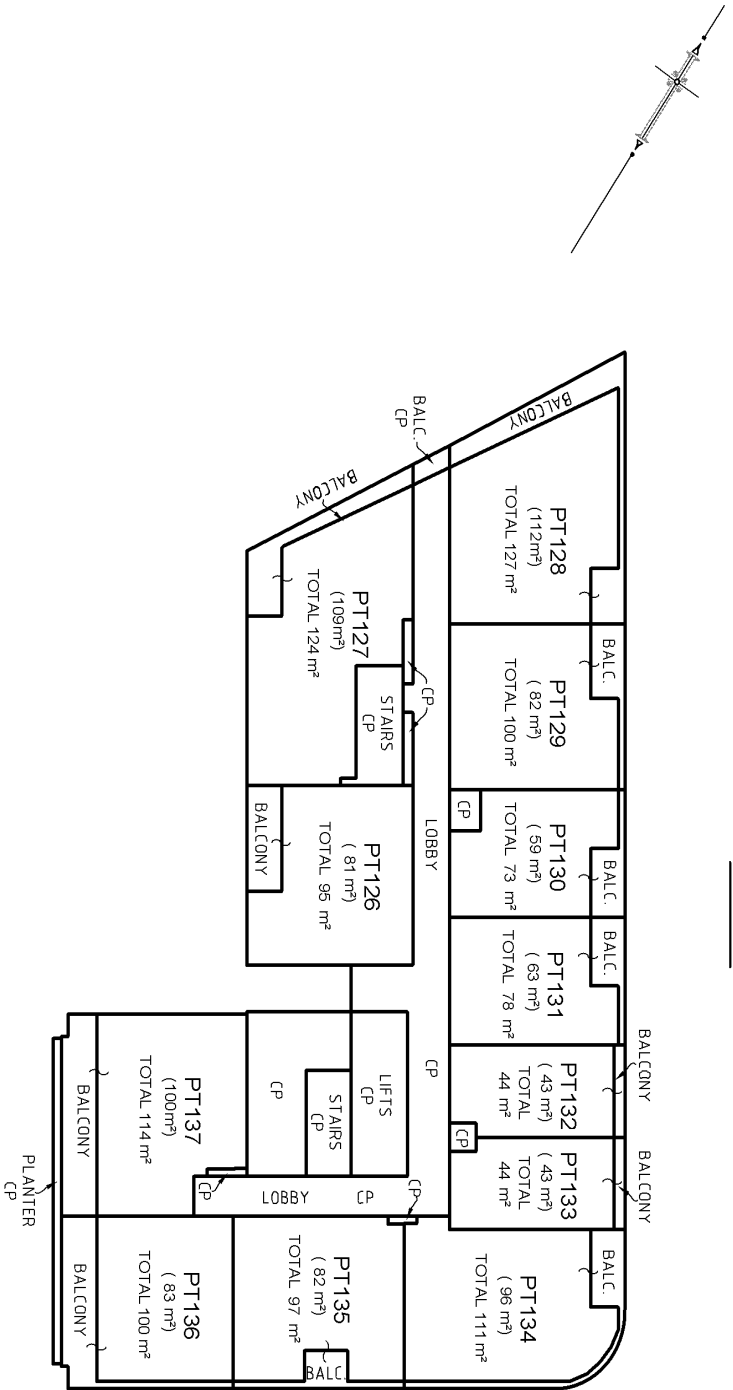
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LEVEL 16



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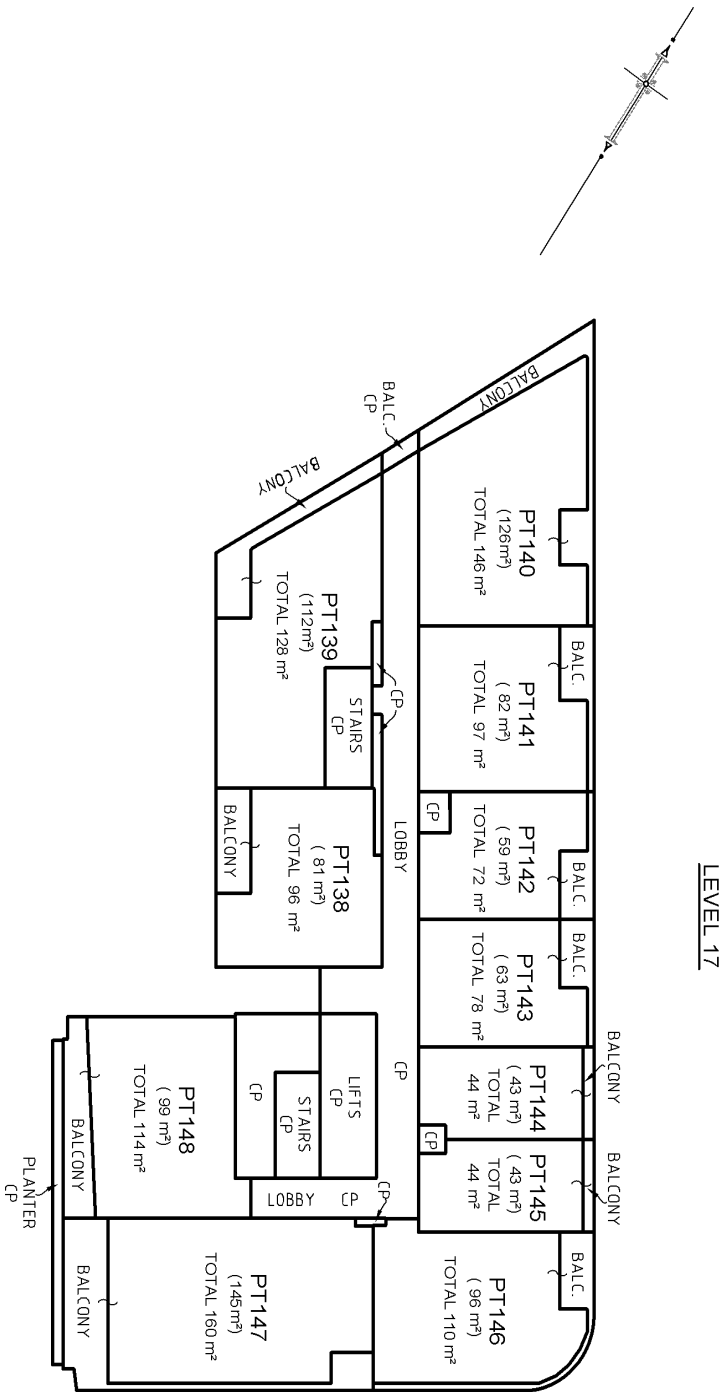
<p>SURVEYOR                  Name: MATTHEW GRAHAM SMITH                  Date: 19-02-19                  Surveyor's Reference: 41555 013SP</p>	<p>PLAN OF SUBDIVISION LOT 1 DP1211900</p>	<p>LGA: SYDNEY                  Locality: ZETLAND                  Reduction Ratio 1: 250                  Lengths are in metres.</p>	<p>Registered                  13/05/2019</p>	<p>SP92073</p>
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PLAN FORM 1 (A3)

SP92073

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 34 of 37 sheet(s)




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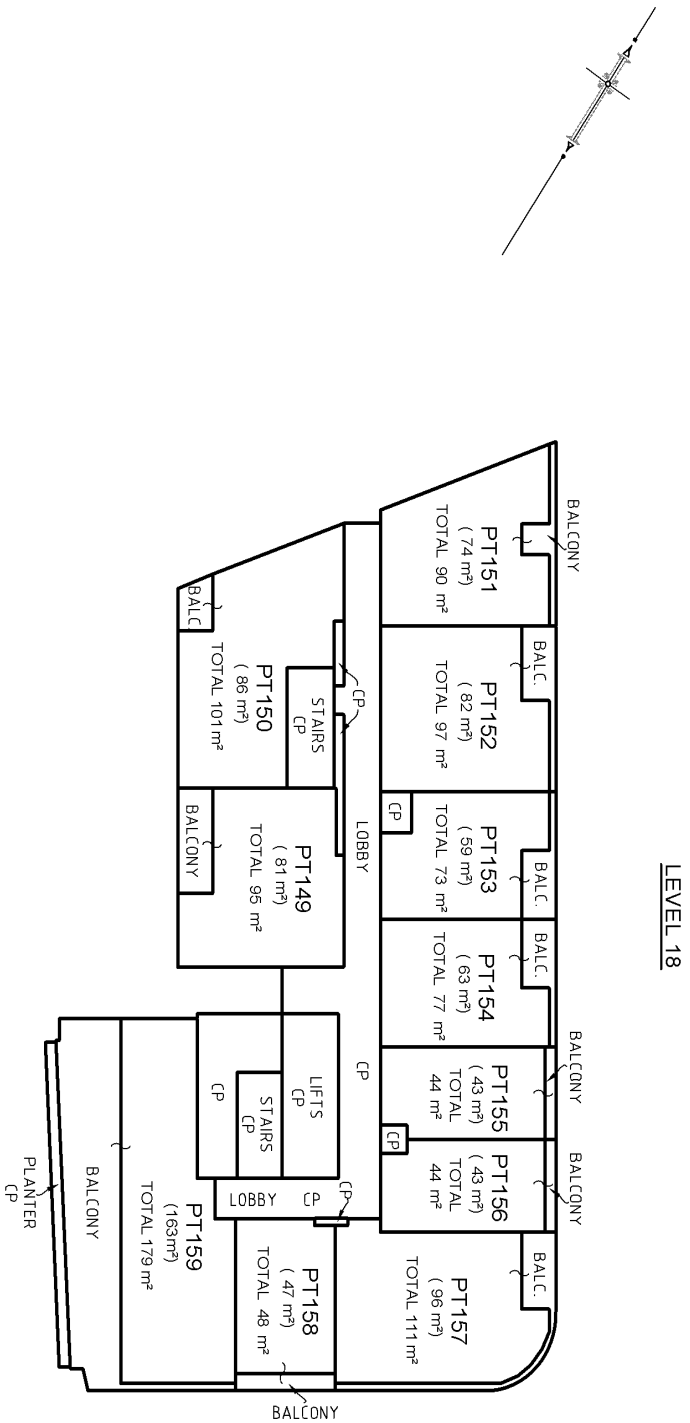
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LEVEL 18

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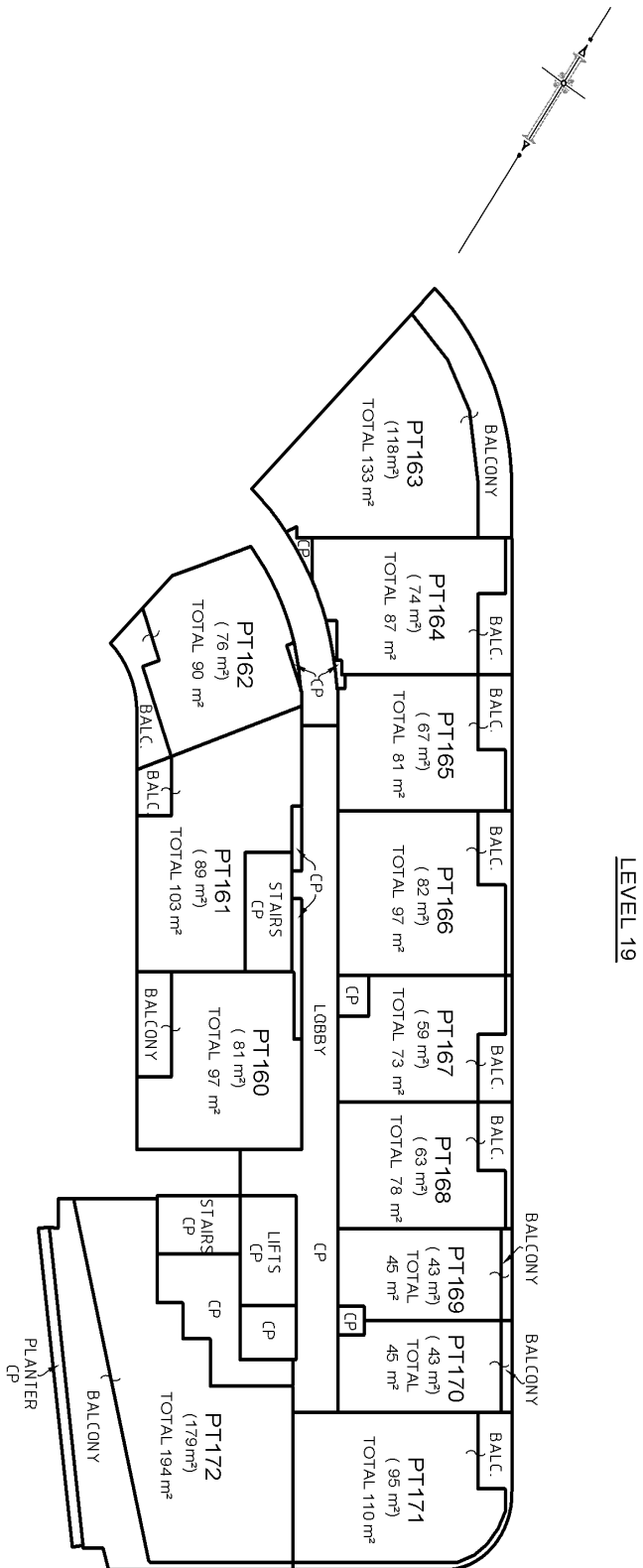
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LEVEL 19

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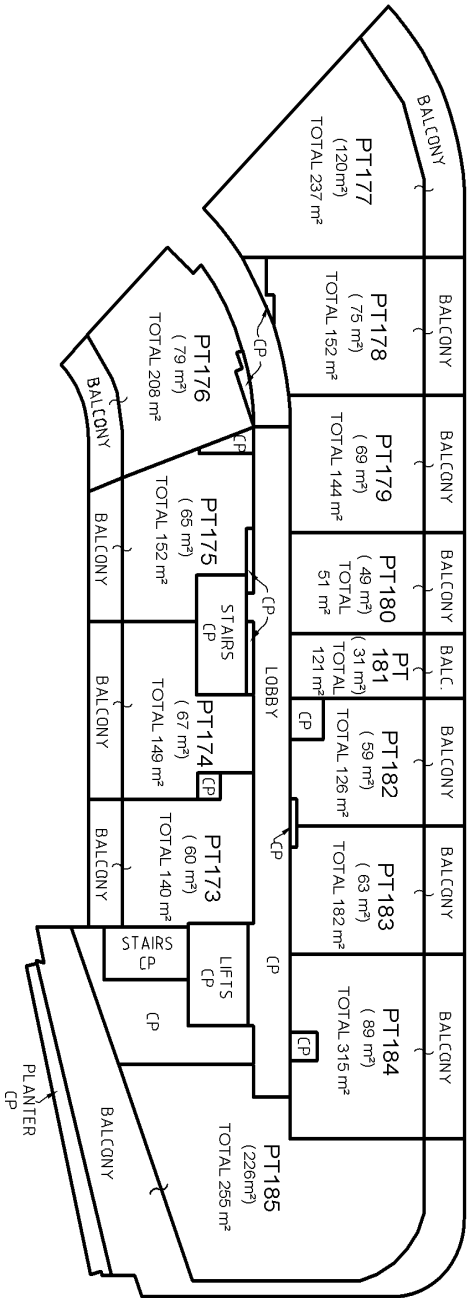
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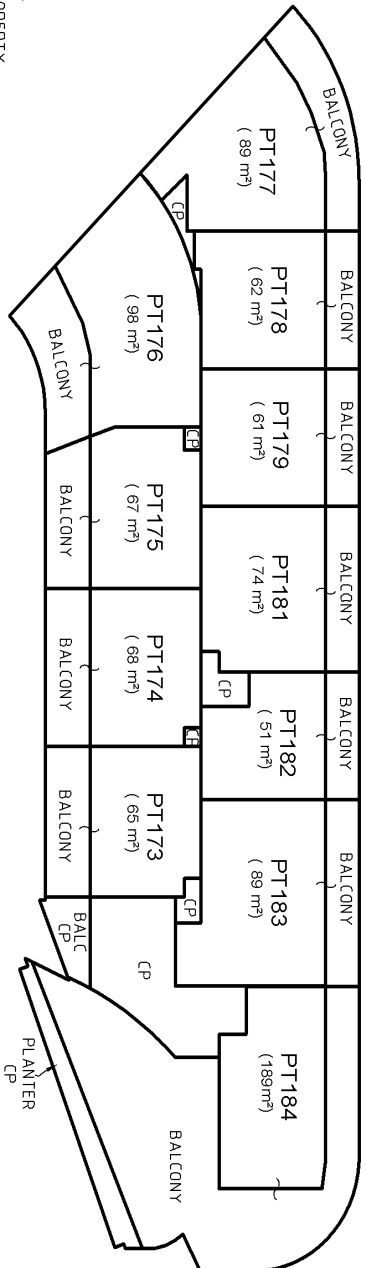
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LEVEL 20



LEVEL 21



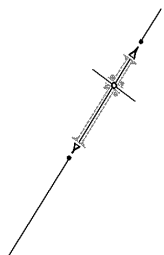
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	Name: MATTHEW GRAHAM SMITH Date: 19-02-19 Surveyor's Reference: 41555 013SP				



**Annexure 3**  
**Strata By-Laws**

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<b>Approved Form 7</b>	<b>Strata Plan By-laws</b>	Sheet 1 of 55 sheets
Registered:  13/05/2019	Office use only <b>SP92073</b>	

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

**The by-laws to be created and their details are listed on page 2 and following**


## **Strata By-Laws**

---

**Infinity by Crown Group - Residential 1**

**301 Botany Road, Zetland**


**SP92073**

<b>Approved Form 7</b>	<b>Strata Plan By-laws</b>	Sheet 2 of 55 sheets
Registered:  <b>13/05/2019</b>	Office use only <b>SP92073</b>	


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## By-Laws for Infinity by Crown Group - Residential 1

### 1. About the by-laws

---

#### 1.1 Purpose of the by-laws

The by-laws regulate the day-to-day management and operation of the Building. They are an essential document for the Owners Corporation and everyone who owns or occupies an Apartment.

#### 1.2 Who must comply with the by-laws?

Owners and Occupiers must comply with the by-laws. The Owners Corporation must comply with the by-laws.

### 2. Strata Management Statement

---

#### 2.1 Purpose

The Strata Management Statement regulates the management and operational issues affecting the Building and the various components of Infinity by Crown Group. It contains requirements (in addition to these by-laws) with which you and the Owners Corporation must comply including:

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

#### 2.2 Who must comply with the Strata Management Statement


You and the Owners Corporation must comply with the Strata Management Statement.

#### 2.3 Copies of the Strata Management Statement

You should contact the Strata Manager if you would like a copy of the Strata Management Statement, at your cost.

#### 2.4 Building Management Committee

- (a) The Building Management Committee is established under the Strata Management Statement to administer issues affecting the Building and the various components of Infinity by Crown Group. The Owners Corporation is a member of the Building Management Committee.
- (b) The Strata Committee is authorised to appoint a representative to represent and vote for the Owners Corporation at meetings of the Building Management Committee. That representative may be a member of the Strata Committee. If the Strata Committee

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does not appoint a representative, the Owners Corporation must, by special resolution according to the Development Act, appoint a representative to represent and vote for it at meetings of the Building Management Committee.

**2.5 Consents under the Strata Management Statement**

Nothing in the by-laws gives you or the Owners Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement. A consent under the by-laws does not relieve you or the Owners Corporation from obligations to obtain consents under the Strata Management Statement.

**2.6 Inconsistencies between the by-laws and the Strata Management Statement**

If there is an inconsistency between a by-law and the Strata Management Statement, the Owners Corporation must amend the inconsistent by-law to make it consistent with the Strata Management Statement.

**2.7 Retail and commercial components of Infinity by Crown Group**

- (a) Infinity by Crown Group contains residential, retail and commercial components. Owners and Occupiers of premises in the retail and commercial components will, subject to compliance with the by-laws for the retail or commercial strata scheme (if any) and the Strata Management Statement, be entitled to use their lots for any purpose approved by Council and other Government Agency having jurisdiction, which may include uses that have outdoor seating areas.
- (b) The hours of use of the retail and commercial premises and any associated outdoor seating areas will be as permitted by Council but subject to any limits in the strata by-laws for the retail or commercial strata scheme (if any) and in the Strata Management Statement.

**3. Common Property Rights By-Laws**

---

**3.1 Purpose of the Common Property Rights By-Laws**

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Common Property Rights By-Laws make Owners responsible for the Common Property which they exclusively use or have the benefit of.


**3.2 Interpreting this by-law**

In this by-law, "you" means an Owner who has the benefit of a Common Property Rights By-Law.

**3.3 How to change a Common Property Rights By-Law**

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel a Common Property Rights By-Law with the written consent of each Owner who benefits (or will benefit) from the Common Property Rights By-Law; and

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- (b) amend or cancel this by-law only with the written consent of each Owner who benefits from a Common Property Rights By-Law.

### 3.4 Occupiers may exercise rights

You may allow another Owner or an Occupier to exercise your rights under a Common Property Rights By-Law. However, you remain responsible to the Owners Corporation and, where appropriate, Government Agencies to comply with your obligations under the Common Property Rights By-Law.

### 3.5 Regular accounts for your costs

If you are required under a Common Property Rights By-Law to contribute towards the costs of the Owners Corporation, the Owners Corporation must give you regular accounts of the amounts you owe. The Owners Corporation may:

- (a) include those amounts in notices for your administrative fund or capital works fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

### 3.6 Repairing damage

You must repair damage you cause (or someone acting on your behalf causes) to Common Property or the property of another Owner or Occupier when exercising your rights or complying with your obligations under a Common Property Rights By-Law.

### 3.7 Indemnities

You indemnify the Owners Corporation against all claims and liability caused by exercising your rights or complying with your obligations under a Common Property Rights By-Law.

### 3.8 Additional insurances

In addition to your obligations under by-law 31 (Insurance premiums), you must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising your rights or performing your obligations under a Common Property Rights By-Law.


## 4. Your behaviour

---

### 4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an Apartment or Common Property by another Owner or Occupier; or
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors; or

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- (c) smoke cigarettes, cigars or pipes or use electronic cigarettes, personal vaporisers or electronic nicotine delivery systems while you are on Common Property or allow smoke or vapour from them to enter Common Property or any other Apartment; or
- (d) obstruct the legal use of Common Property by any person; or
- (e) do anything in the Building which is illegal; or
- (f) do anything which might damage the good reputation of the Owners Corporation or the Building.

#### 4.2 Complying with the law

You must comply on time and at your cost with all laws relating to:

- (a) your Apartment; and
- (b) the use of your Apartment; and
- (c) Common Property to which you have a licence, lease or a right to use under a Common Property Rights By-Law.

The laws with which you must comply include, but are not limited to, planning laws, development, building and other approvals, consents, requirements, notices and orders of Government Agencies.

### 5. You are responsible for others

---

#### 5.1 What are your obligations?

You must:


- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the Strata Management Statement; and
- (b) make your visitors leave the Building if they do not comply with the by-laws or the Strata Management Statement; and
- (c) take reasonable care about who you invite into the Building or Infinity by Crown Group; and
- (d) accompany your visitors at all times, except when they are entering or leaving the Building or Infinity by Crown Group.

You must not allow another person to do anything which you cannot do under the by-laws or the Strata Management Statement.

#### 5.2 Requirements if you lease your Apartment

If you lease or license your Apartment, you must:



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- (a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement;
- (b) give the Owners Corporation the name, telephone number and email address of your lessee or licensee;
- (c) ensure that your tenant or licensee and their visitors comply with the by-laws and the Strata Management Statement;
- (d) include in the lease or licence provisions specifically requiring your tenant or licensee to:
  - (i) comply with by-law 6.21 (Occupancy limits); and
  - (ii) comply with by-law 6.22 (No short term letting);and include a provision recoding that breach of those provisions will be a material breach entitling you to terminate the lease without notice; and
- (e) take all action available to you, including action under the lease or licence agreement, to make them comply or leave the Building.

## 6. Your obligations

---

### 6.1 Strata Management Statement

You must comply with the provisions of the Strata Management Statement in addition to these By-Laws.


### 6.2 General obligations

You must:

- (a) keep your Apartment clean and tidy and in good repair and condition; and
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the Strata Management Statement which service your Apartment (whether or not you made the installation or alteration); and
- (c) notify the Owners Corporation if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (d) notify the Building Management Committee if you change the existing use of your Apartment in a way which may affect its insurance policies or premiums; and
- (e) at your expense, comply with all laws about your Apartment, including requirements of Government Agencies.

### 6.3 When you will need consent from the Building Management Committee

Subject to your rights under the by-laws, you must have consent from the Building Management Committee to:

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- (a) carry out Building Works which will affect Shared Facilities or the external appearance of Infinity by Crown Group; or
- (b) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or Infinity by Crown Group; or
- (c) install an intruder alarm with an audible signal.

**6.4 When will you need consent from the Owners Corporation?**

Subject to the by-laws and the Strata Management Statement, you must have consent from the Owners Corporation to:


- (a) carry out Building Works; or
- (b) keep anything in your Apartment which is visible from outside the Apartment and is not in keeping with the appearance of the Building; or
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your Apartment if they are visible from outside your Apartment or the Building; or
- (d) install an intruder alarm with an audible signal;
- (e) attach or hang an aerial or wires outside your Apartment or the Building;
- (f) enclose your carspace; or
- (g) store anything in your car space (other than a vehicle).

**6.5 Floor coverings**

If you are an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

**6.6 Changing floor coverings**

You must have consent from the Owners Corporation to change, remove or interfere with floor coverings in your Apartment or to change, remove or interfere with treatments in your Apartment that assist to prevent the transmission of noise which might unreasonably disturb another Owner or Occupier. When seeking consent to change, replace or interfere with floor coverings or acoustic treatments you must give the Owners Corporation evidence to their reasonable satisfaction (which may include an acoustic consultant's report) that the replacement or changed floor covering and acoustic treatment will provide the same or better noise insulation. The Owners Corporation must not unreasonably withhold or delay its consent. On completion of the installation, you must give the Owners Corporation certification to their reasonable satisfaction (which may be an acoustic consultant's certificate) that the new floor covering and acoustic treatment does provide the same or better noise insulation than the replaced floor covering or acoustic treatment. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 6.6.

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**6.7 Window tinting**

You must have consent from the Building Management Committee to affix window tinting or other treatments to the internal or external surfaces of windows and glass doors in your Apartment. All window tinting must comply with the window glass manufacturer's recommendations for the application of tinting.

**6.8 Window coverings**

The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be charcoal or dark grey or another colour approved by the Owners Corporation. Window coverings in your Apartment must be of a type and quality that does not detrimentally affect the operation of an air conditioning unit servicing your apartment or the energy efficiency of the Building. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing.

**6.9 Sun shades**

You must not install a sun shade, sun blind, awning or other sun shading device in your Apartment or on Common Property.

**6.10 Cleaning windows**

Subject to by-law 6.11 (Rights of the Owners Corporation to clean external windows), you must clean the internal and external surfaces of glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the glass in windows, balustrades or doors that you cannot access safely.

**6.11 Rights of the Owners Corporation to clean external windows**

The Owners Corporation must clean the external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Building. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.10 (Cleaning windows) for the period the Owners Corporation resolves to clean the glass.

**6.12 Apartment entry doors**


To ensure compliance with the fire safety requirements for the Building, you may not install a security screen door or similar screen to any entry door of your Apartment.

**6.13 Drying your laundry**

You must not hang laundry, bedding or other articles on the Balcony of your Apartment or in an area that is visible from outside your Apartment.

**6.14 Common Property areas**

You must not litter Common Property or place or store anything on Common Property without the consent of the Owners Corporation.

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**6.15 Rights of the Owners Corporation to access Apartments**

You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment to enable the Owners Corporation to perform its obligations and exercise its rights. Except in an emergency, the Owners Corporation must give you reasonable notice of the required access.

**6.16 Access to Common Property**

You must at all times and on reasonable notice (except in an emergency) give the Owners Corporation unimpeded access to Common Property (including the Common Property building façade and windows) that is accessible through your Apartment.

**6.17 Television antennae**

You must not install a television antenna, satellite dish or other aerial to the exterior of your Lot or on any part of the Building.

**6.18 Children**

You must not permit children to play on Common Property or to be unsupervised by adult when they are on Common Property.

**6.19 Planter boxes**

- (a) If you have a planter box, you must maintain the planting in your planter box in a neat and tidy condition.
- (b) If you have a planter box that is adjacent to the Common Property landscaping and planter boxes, you must maintain the planting in your planter box in keeping with the planting in the adjacent Common Property planter box.
- (c) You must give the Owners Corporation and contractors engaged by the Owners Corporation reasonable access to your Apartment to enable the Owners Corporation to access and maintain Common Property planter boxes whether or not they are adjacent to your Apartment.


**6.20 Insect screens**

You must have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building. If you have consent, they must be in the same colour as the frame of the window or door that they are affixed to and, where applicable, must have black mesh.

**6.21 Occupancy limits**

You must not:

- (a) permit your Apartment to be occupied by more adults than two adults per bedroom in your Apartment;
- (b) permit any bedroom in your Apartment to be occupied by more than two adults; and

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- (c) have more than two beds (other than children's beds or bassinets) in any bedroom.

If the Owners Corporation receives a complaint about a breach of this by-law, you must give the Owners Corporation or its delegate immediate access to your Apartment for the purpose of monitoring compliance with this by-law.

#### 6.22 No short term letting

You must not:

- (a) lease your Apartment for any lease period shorter than 3 months;
- (b) permit an agent or the Building Manager to advertise your Apartment for use as short term accommodation or arrange for it to be used as shared accommodation;
- (c) use your Apartment or allow it to be used for any use or purpose in breach of any planning instrument or control that applies to the Building or your Apartment, including, without limitation under the *Environmental Planning and Assessment Act 1979* as amended or replaced from time to time; and
- (d) conduct from or within your Apartment or the Building any business commercial activity that generates regular movement of people or goods through the Building, and, in particular, must not conduct any commercial laundry supply or cleaning service or any furniture supply or rental service from your Apartment or the Building; and
- (e) not advertise the conduct of any activity or the provision of any service prohibited by this by-law.

#### 6.23 Fire alarms

- (a) You must not do anything in your Apartment or the Building that may activate the smoke detector in your Apartment and the fire alarm for the Building or for Infinity by Crown Group. When cooking in your Apartment you must ensure your Apartment is well ventilated to ensure the smoke detector and fire alarm are not activated. If you do activate the fire alarm and the Owners Corporation incurs a "false alarm" charge, the Owners Corporation will be entitled to recover that charge from you on demand or by including the charge in your levy statement.
- (b) You must ensure that the smoke detectors in your Apartment are at all times in good working order, and you must not do anything to deactivate any of the smoke detectors in your apartment.


### 7. The Balcony of your Apartment

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#### 7.1 What may you keep on a Balcony?

You may keep pot plants, landscaping, occasional furniture and outdoor recreational equipment on the Balcony of your Apartment if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is a standard commensurate with the standard of the Building;

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- (c) it will not detract from the outward appearance of the Building;
- (d) it will not (or is not likely to) cause damage;
- (e) it will not (or is not likely to) blow off the Balcony; and
- (f) it is not (or is not likely to become) dangerous.

## 7.2 Access to Balconies

To enable the Owners Corporation to inspect, repair or replace Common Property, you must allow the Owners Corporation access to your Balcony at all reasonable times, with or without tools and equipment.

## 7.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require you, at your cost, to temporarily remove and store items from the Balcony of your Apartment that are not Common Property.

## 7.4 Enclosing a Balcony

You must not enclose the Balcony of your Apartment.

## 7.5 Façade access

You must give the Owners Corporation and its contractors access to your Lot, including your Balcony, for the purpose of cleaning, maintaining and repairing the Building façade.

## 8. Storing and operating a barbeque

### 8.1 Storing and operating a barbeque


You may store and operate a portable barbecue on the Balcony of your Apartment if:

- (a) it is a type permitted under this by-law8;
- (b) it will not detract from the outward appearance of the Building;
- (c) it will not (or is not likely to) cause damage or injury;
- (d) you keep it covered when your are not operating it; and
- (e) you keep it clean and tidy.

### 8.2 Permitted barbecues

The types of barbecues permitted are:

- (a) a covered kettle style portable barbecue; or
- (b) a covered gas or electric portable barbecue; or

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(c) any other type approved by the Owners Corporation.

Solid fuel burning barbecues are prohibited.

### 8.3 Hours of operation

You may operate a barbecue only during the hours of 8.00 am and 10.00 pm (or during other hours approved by the Owners Corporation).

### 8.4 No nuisance

If you use a portable barbecue on the Balcony of your Apartment, you must not create smoke, odours or noise that causes a nuisance to or interferes unreasonably with another Owner or Occupier.

## 9. Keeping an animal

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### 9.1 What animals may you keep?

- (a) Subject to this by-law 9, you may keep:
- (i) goldfish or other similar fish in a fish tank or indoor aquarium in accordance with by-law 9.2;
  - (ii) canaries, budgerigars or similar birds kept indoors at all times;
  - (iii) one domestic cat or one small size dog that does not exceed 10 kilograms in weight when fully grown; and
  - (iv) provided it is registered under the *Companion Animals Act 1998 (NSW)*, a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into Infinity by Crown Group and on request by the Owners Corporation.
- (b) You must have the Owners Corporation's consent to keep any other animal (including a dog that weighs more than 10 kilograms). The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Building.
- (c) You must give the Owners Corporation a photograph and the details of any cat or dog that you keep, including the animal's age, breed, colour and evidence of vaccinations, as well as any other information that the Owners Corporation requests.

### 9.2 Fish

You may keep a goldfish or other similar fish in a fish tank or indoor aquarium provided that:

- (a) the fish tank or indoor aquarium is approved by the Owners Corporation prior to installation; and

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- (b) you produce enough information including information regarding the drainage system, weight, capacity and size of the fish tank or indoor aquarium to put the Owners Corporation in a position to make a reasonable assessment of the likely impact of the fish tank or indoor aquarium on the structural integrity of the structure below your apartment; and
- (c) you pay for the cost of an engineer's report on the likely impact on the structural integrity of the structure below your apartment where, in the reasonable opinion of the Owners Corporation, such a report is warranted in order for them to reach a decision on whether you may keep a fish in a fish tank or indoor aquarium.

### 9.3 Dogs

The Owners Corporation will not give you consent to keep:

- (a) any dog that exhibits a tendency toward being vicious, aggressive, noisy or difficult to control;
- (b) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
- (c) a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW).

### 9.4 Controlling your animal

- (a) Subject to by-law 9.5 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:
  - (i) another Apartment; or
  - (ii) Common Property.
- (b) You must ensure that your animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

### 9.5 Restraining your animal

If it is necessary to take your animal onto Common Property or any part of Infinity by Crown Group (eg to transport it out of Infinity by Crown Group), you must carry or restrain it (eg by pet cage) and control it at all times.


### 9.6 Conditions for keeping an animal

The Owners Corporation may make conditions if it gives you consent to keep an animal. If you do not comply with any conditions made by the Owners Corporation when giving you consent to keep an animal, the Owners Corporation may order you to remove the animal from the Building.

### 9.7 Cleanliness

If you keep any animal or other pet, you must:



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- (a) ensure that your pet is kept in clean and hygienic condition;
- (b) ensure that your dog or cat or other pet does not defecate or urinate anywhere other than in a pet litter tray or box;
- (c) keep any pet litter tray or box clean and odour free;
- (d) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
- (e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system from your Balcony.

#### 9.8 Orders to remove your animal

The Owners Corporation has the right at any time to order you to remove your animal if:

- (a) you do not comply with any conditions imposed by the Owners Corporation when giving you consent to keep the animal;
- (b) you do not comply with by-law 9.7 (Cleanliness);
- (c) you do not comply with by-law 9.4 (Controlling your animal);
- (d) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (e) your dog is a dangerous, nuisance or restricted dog under the *Companion Animals Act 1998* (NSW); or
- (f) your dog is kept pursuant to by-law 9.1(a)(iv) and is not registered under the *Companion Animals Act 1998* (NSW).

#### 9.9 Responsibility for animal


You are responsible to other Owners and Occupiers and people using Common Property or other parts of Infinity by Crown Group for:

- (a) any noise your animal makes which causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (b) damage to or loss of property or injury to any person caused by your animal; and
- (c) cleaning up after your animal.

#### 9.10 Notice by Owners Corporation

In addition to its powers under the Management Act, the Owners Corporation has the power to issue you with a written notice if your animal continues to defecate on:

- (a) another Apartment; or
- (b) Common Property,

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after a warning has been given to you by the Owners Corporation.

#### 9.11 Your visitors

You must not allow a visitor to bring an animal into Infinity by Crown Group unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and your visitor needs the dog or other animal because of a visual disability, a hearing disability or any other disability.

### 10. Erecting a sign

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#### 10.1 Your obligations

You must not erect a sign in your Apartment or on Common Property.

#### 10.2 The Developer

The Developer does not need consent from the Owners Corporation or the Building Management Committee to erect and display "For Sale" or "For Lease" signs on Common Property or in an Apartment which you do not own.


### 11. Moving and delivering furniture and goods

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#### 11.1 What are your obligations?

You must:

- (a) make arrangements with your Owners Corporation at least 48 hours before you move furniture and or other large items through your Strata Scheme;
- (b) load and unload deliveries of furniture or other large items in the Loading Dock;
- (c) use the lift nominated by the Owners Corporation (with protective wall blankets fitted) to move furniture or other large items;
- (d) move furniture and other large articles through the Strata Scheme according to the instructions of the Owners Corporation;
- (e) comply with the reasonable requirements of the Owners Corporation, which may include reimbursement of any expense the Owner Corporation incurs in connection with the moving of your furniture or articles; and
- (f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 11 before you take deliveries or move furniture or goods through the Building;
- (g) if required by the Owners Corporation, give the Owners corporation evidence that your removalist has public liability insurance to the satisfaction of the Owners Corporation, before you take deliveries or move furniture or goods through the Building;

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- (h) repair any damage you (or the person making the delivery) cause to Common Property;
- (i) if you (or a person making a delivery for you) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property; and
- (j) comply with any removal truck management plan for the Building, a copy of which will be held by the Owners Corporation.

### 11.2 Bond

If you have paid a bond in accordance with by-law 11.1(f) and:

- (a) there is no damage to Common Property as a result of your move, the Owners Corporation will refund your damage bond as soon as reasonably practicable after the completion of your move; or
- (b) Common Property is damaged as a result of your move, the cost of repairing or replacing the damaged Common Property will be deducted from your bond and any balance of your bond will be returned to you. If cost of repairing or replacing the damaged Common Property exceeds your bond you must pay the shortfall to the Owners Corporation immediately on demand.

### 11.3 Rights

In addition to its powers under the Strata Act, an Owners Corporation has the power to appoint the Building Management Committee or another person to perform its functions under this by-law. If this happens, you must make your arrangements with the Building Management Committee or that other person and comply with their instructions and reasonable requirements.

### 11.4 Role of the Building Manager

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, you must:

- (a) make arrangements with the Building Manager when you move in or out of the Building; and
- (b) comply with the reasonable requirements of the Building Manager when you take deliveries or move furniture or goods through the Building.

### 11.5 Loading and unloading


All loading and unloading of furniture and other goods must take place in the Loading Dock.

## 12. How to dispose of your garbage

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### 12.1 Strata Management Statement

The rules regulating storage and disposal of waste are in the Strata Management Statement.

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## 12.2 Your obligations

You must comply with the Strata Management Statement when you use the Garbage Rooms or otherwise dispose of waste. You must also comply with and any Rules made by the Building Management Committee and the Owners Corporation about using the Garbage Rooms and disposing of waste.

## 12.3 General requirements


Subject to the by-laws, you must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the Garbage Room or in a recyclable garbage bin according to this by-law); or
- (b) in an area of your Apartment which is visible from outside your Apartment (eg on the Balcony of your Apartment).

## 12.4 Your obligations

You must:

- (a) comply with any Rules made by the Owners Corporation and the Building Management Committee about using the Garbage Room, the Garbage Chute Rooms and the Garbage Bin Holding Area;
- (b) place your household garbage in the garbage chute in the Garbage Chute Room on your level of the Building or in a garbage receptacle in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;
- (c) drain and securely wrap your household garbage before you place it in a garbage chute or the Garbage Room;
- (d) recycle your garbage according to instructions from the Owners Corporation and Council (or the garbage removal contractor);
- (e) place your recyclable waste in the in the recyclable garbage chute in the Garbage Chute Room on your level of the Building or in a recyclable garbage receptacle in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;
- (f) drain and clean bottles, and safely wrap any broken glass, before you place them in a garbage chute or the Garbage Room;
- (g) leave large items of garbage or recyclable materials in the area in the Garbage Room or in the Garbage Bin Holding Area, as designated by the Owners Corporation or the Building Management Committee for large waste items; and
- (h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection service.

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### 12.5 Garbage chutes

- (a) You must not place the following items in a garbage chute:
- (i) liquids; or
  - (ii) items that weigh more than 2.5 kilograms; or
  - (iii) boxes or large items that might block the garbage chute.
- (b) If the garbage chute can be used for general garbage and recyclable waste, when placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and ensure you make the correct selection on the diverter for garbage and recyclable waste.


### 12.6 Cleaning up spills

If you spill garbage on Common Property, you must immediately remove that rubbish and clean that part of Common Property.

### 12.7 Maintaining the Garbage Room

The Owners Corporation must:

- (a) provide in the Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments;
- (b) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the Building (including mechanical equipment associated with the garbage equipment);
- (c) maintain, clean and repair the Garbage Room, the Garbage Chute Room and the garbage chutes;
- (d) regularly remove filled receptacles from the Garbage Room and replace them with empty receptacles;
- (e) regularly clean, maintain, repair and, where necessary, replace the garbage and recycling receptacles;
- (f) operate, maintain, repair and, where necessary replace any equipment located in the Garbage Room and the Garbage Chute Room;
- (g) transport receptacles from the Garbage Room to the Garbage Bin Holding Area for collection by Council (or garbage removal contractor if Council does not collect waste from the Building) and transport them back to the Garbage Room;
- (h) arrange for the removal of garbage and recycling material from the Building; and
- (i) arrange for the removal from the Garbage Room of large articles of garbage, recyclable materials, liquids or other articles that Council (or the garbage removal contractor) will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

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**12.8 Waste removal and management**

- (a) The Owners Corporation must comply with any conditions of the Development Approval that regulate waste management for the Building or Infinity by Crown Group.
- (b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

**12.9 Garbage removal contractor**

The Owners Corporation has the power to enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable garbage from the Building.

**13. Carrying out Building Works**

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**13.1 When do you need consent?**

- (a) Subject to the by-laws, you must have consent from the Owners Corporation to carry out Building Works.
- (b) If your Building Works are Minor Renovations, the consent from the Owners Corporation will be given by a simple majority resolution of the Strata Committee on behalf of the Owners Corporation.
- (c) For Building Works that are not Minor Renovations or Cosmetic Works and affect Common Property, the consent from the Owners Corporation must be given by special resolution of the Owners Corporation.
- (d) Cosmetic Works do not need consent from the Owners Corporation.

**13.2 Your obligations**


Clause 20 of the Strata Management Statement regulates the carrying out of Building Works in Infinity by Crown Group. You must comply with those provisions of the Strata Management Statement.

**13.3 When is consent not necessary?**

You do not need consent from the Owners Corporation under this by-law to:

- (a) if you are the Developer, erect a "For Sale" or "For Lease" sign according to by-law 10.2 (The Developer); or
- (b) alter or remove an Inter-Lot Wall according to by-law 14 (Inter-Lot Walls and Internal Walls); or
- (c) carry out Building Works which you are entitled to carry out under a Common Property Rights By-Law.

However, you must comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements

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with the Owners Corporation) and 13.11 (Bond) in relation to Building Works under By-Laws (b) or (c).

#### **13.4 Procedures before you carry out Building Works**

Before you carry out Building Works, you must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) obtain necessary consents from the Building Management Committee and under the Building Management Statement;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the Owners Corporation if you propose to interfere with or interrupt services;
- (e) if you do not need consent to carry out the Building Works, give the Owners Corporation a written notice describing what you propose to do. You must give the notice at least 14 days before you start the Building Works; and
- (f) if required by the Owners Corporation, pay a bond (as determined by the Owners Corporation) to secure your compliance with this by-law 13 before you carry out Building Works.

#### **13.5 How to apply for consent**

You must make a written application to the Owners Corporation for consent under this by-law. Your application must:


- (a) include enough information to give the Owners Corporation a clear understanding of the Building Works which you propose to carry out;
- (b) include plans and specifications according to this by-law; and
- (c) clearly identify how the proposed Building Works comply with the theme of the Building.

#### **13.6 Requests for further information**

- (a) The Owners Corporation may request you to supply plans, specifications and further information about your application.
- (b) You must supply all information requested by the Owners Corporation in a reasonable time.
- (c) The Owners Corporation may refuse your application if you do not supply the information in a reasonable time.

#### **13.7 Criteria for deciding an application**

For applications under this by-law, the Owners Corporation must consider the information in the application and:

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- (a) the theme of the Building;
- (b) the suitability and quality of the proposed Building Works;
- (c) the by-laws for the Owners Corporation; and
- (d) the Rules.

### 13.8 The consent process

- (a) The Owners Corporation may make conditions if it gives you consent under this by-law. You must comply with the conditions.
- (b) The Owners Corporation must:
  - (i) make a decision about your application within one month after receiving your application (unless you and the Owners Corporation agree otherwise); and
  - (ii) immediately advise you in writing of its decision and any conditions that apply to its decision.

### 13.9 Obligations when you carry out Building Works

If you carry out Building Works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage you (or persons carrying out the Building Works for you) cause to Common Property or the property of another Owner or Occupier.

### 13.10 Making arrangements with the Owners Corporation


Before you carry out Building Works (including Building Works for which you do not require consent from the Owners Corporation), you must:

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

### 13.11 Bond

If you have paid a bond in accordance with by-law 13.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the



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Owners Corporation's representative) may use that portion of the bond to cover the reasonable cost of repair of the damage. If the bond does not cover the cost of repair of the damage, you must pay the shortfall to the Owners Corporation immediately on demand. If there is no damage to Common Property as a result of your Building Work, the Owners Corporation will refund your damage bond as soon as reasonably practicable after completion of your Building Work.

## **14. Inter-Lot Walls and Internal Walls**

### **14.1 When you may alter or remove an Inter-Lot Wall or an Internal Wall**


- (a) Subject to this by-law, you may alter or remove an Inter-Lot Wall or an Internal Wall if:
- (i) in the case of an Inter-Lot Wall, you own the Apartments separated by the Inter-Lot Wall or you have the consent of the owner of the adjoining Apartment; and
  - (ii) it is not a structural wall; and
  - (iii) before you carry out the work, you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation certifying that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect Common Property or other Apartments (including services to those Apartments); and
  - (iv) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall.

- (b) Subject to this by-law, you may install an Internal Wall if:
- (i) the installation will not be or result in a breach of any condition of the Development Approval;
  - (ii) you obtain and comply with all necessary Government Agency consents;
  - (iii) you do not compromise the fire safety system for the Building and you comply with all applicable fire safety standards and requirements; and
  - (iv) you comply with the procedures in this by-law and the requirements of by-laws 14.3(a) to (g) inclusive.

### **14.2 What consents are necessary?**

You do not need consent from the Owners Corporation to alter or remove an Inter-Lot Wall or an Internal Wall provided that you comply with the requirements of by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall). However, you must obtain all necessary consents from Council and Government Agencies before you alter or remove an Inter-Lot Wall.

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**14.3 What are the conditions for carrying out the work?**


It is a condition of you altering or removing an Inter-Lot Wall that you:

- (a) before carrying out any work, satisfy the Owners Corporation that the works will not adversely affect the fire engineered solution for or the fire safety of the Building and that the works will include all necessary works to ensure the ongoing compliance of the Building with the fire engineered solution and all other fire safety requirements of the Building;
- (b) before carrying out any work, give the Owners Corporation evidence that you or your contractor have all usual insurances in relation to the performance of the works including public liability insurance for an amount of \$10,000,000 or other amount acceptable to the Owners Corporation;
- (c) carry out the work in a way that does not at any time compromise the fire safety of the Building;
- (d) on completion of the works provide the Owners Corporation with certification from an appropriately qualified consultant, in a form acceptable to the Owners Corporation (acting reasonably), that the works as completed have not adversely affected the fire engineered solution for or the fire safety of the Building;
- (e) carry out the work in the method certified by the structural engineer under by-law 14.1 (When you may alter or remove an Inter-Lot Wall or an Internal Wall);
- (f) if appropriate, comply with section 19 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (g) comply with by-laws 13.4 (Procedures before you carry out Building Works), 13.9 (Obligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond);
- (h) you obtain and comply with all necessary Government Agency consents for altering or removing the Inter-Lot Wall;
- (i) acknowledge for yourself and future Owners of your Apartment that the Owners Corporation does not have to reinstate the Inter-Lot Wall; and
- (j) you and the Owner of the adjoining Lot will have joint exclusive use of the Common Property space that was occupied by the removed Inter-Lot Wall and joint responsibility for the maintenance, repair and replacement of the floor and ceiling finishes within that space. If the removed Inter-Lot Wall is reinstated and the reinstatement is to the satisfaction of the Owners Corporation, the exclusive use rights and your associated obligations will cease.

**15. Agreement with the Building Manager**

**15.1 Purpose of the agreement**

The Owners Corporation has the power to appoint and enter into agreements with a Building Manager to provide management and operational services for the Building and for Infinity by

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Crown Group generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.

**15.2 Initial Period**

The Owners Corporation may enter into agreements with a Building Manager during the Initial Period.

**15.3 Delegation of functions**

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

**15.4 Agreement during the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with a Building Manager during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other minimum period permitted by law); and
- (b) the Owners Corporation may agree to pay the Building Manager a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the Building Manager that will be payable if the Building Manager is not appointed by the Owners Corporation at the first annual general meeting.

**15.5 Agreements after the Initial Period**


If the Owners Corporation (in its own right) enters into an agreement with a Building Manager after the Initial Period:

- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the Building Manager under the agreement may be the amount agreed by the Owners Corporation.

**15.6 What provisions must be included in an agreement?**

An agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.

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### 15.7 Duties of the Building Manager

The duties of a Building Manager under an agreement with the Owners Corporation (in its own right) may include:

- (a) caretaking, supervising and servicing Common Property; and
- (b) supervising cleaning and garbage removal services (other than performing functions of the Building Management Committee); and
- (c) supervising the repair, maintenance, renewal or replacement of Common Property; and
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property; and
- (e) co-ordinating the carrying out of Building Works; and
- (f) managing the Security Key system and providing Security Keys according to the by-laws; and
- (g) providing services to the Owners Corporation, Owners and Occupiers; and
- (h) supervising employees and contractors of the Owners Corporation; and
- (i) supervising the Building generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Building.

### 15.8 Agreements under the Strata Management Statement

The terms, remuneration, provisions and duties under an agreement between the Owners Corporation (in its capacity as a member of the Building Management Committee) and a building manager must comply with the Strata Management Statement.

## 16. Licences

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### 16.1 Powers of the Owners Corporation

The Owners Corporation has the power to grant licences to Owners and Occupiers to use parts of Common Property. The Owners Corporation may exercise its powers under this by-law only by special resolution at a general meeting.

### 16.2 What provisions may a licence include?

Licences the Owners Corporation grants under this by-law may include provisions about, but need not be limited to:

- (a) payments under the licence; and
- (b) the term of the licence; and

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- (c) the permitted uses of the licensed areas; and
- (d) the maximum number of persons allowed in the licensed area; and
- (e) insurances the licensee must effect; and
- (f) cleaning and maintaining the licensed area.

## **17. Car spaces**

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### **17.1 What are your obligations?**

If you have a car space you must:

- (a) provide the Owners Corporation with access to your car space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your car space clean and tidy;
- (c) use your car space only for lawful purposes;
- (d) keep the car space free of vermin;
- (e) not enclose your car space;
- (f) not keep dangerous, noxious or inflammable items, materials or liquids in the car space; and
- (g) repair and make good any damage you cause to the car space.

### **17.2 Over-bonnet storage boxes**

- (a) You may, with the consent of the Owners Corporation or the Strata Committee install an over-bonnet storage box in your car space.
- (b) If the Owners Corporation or the Strata Committee gives you consent to install an over-bonnet storage box in your car space:
  - (i) it must comply with the Owners Corporation's or Strata Committee's requirements about the specification, size and colour of the storage box; and
  - (ii) it must not be located within 500mm of any fire sprinkler head or within 500mm of the soffit above your car space.
- (c) If you have an over-bonnet storage box you must:
  - (i) comply with any conditions imposed by the Owners Corporation or Strata Committee; and
  - (ii) keep your storage box in good repair and condition;
  - (iii) use your over-bonnet storage box only for lawful purposes;

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- (iv) keep the over-bonnet storage box space free of vermin; and
- (v) not keep dangerous, noxious or inflammable items, materials or liquids in the over-bonnet storage box.

### 17.3 Parking barriers

- (a) You may install a parking barrier to prevent access to your car space provided:
  - (i) it is of a type and colour approved by the Owners Corporation;
  - (ii) it is located in a position that it does not, in any position, protrude beyond your car space;
  - (iii) you keep the parking barrier in good order and condition;
  - (iv) you comply with any directions or conditions made or imposed by the Owners Corporation about your parking barrier, including about how you install it.
- (b) When you install your parking barrier you must not damage Common Property other than by penetrating the floor slab to the extent necessary to insert the standard bolts that are part of approved parking barriers.
- (c) When you remove the parking barrier you must make good any damage to Common Property caused by the installation, use or removal of the parking barrier.

### 17.4 No car space doors, walls or fences

To ensure compliance with the fire safety requirements for the Building, you must not install any door, wall or fence on any side of your car space.

### 17.5 Electric car charging points


If you have an electric car charging point in your car space, to the extent the point and any cables and ducts form part of Common Property, you have exclusive use of that charging point and associated cables, ducts and equipment. You will be responsible for the cost of all electricity consumed by your charging point, and must, at your expense, ensure the supply of electricity to your charging point is through the metered supply of electricity to your Apartment.

## 18. Storage spaces

### 18.1 What are your obligations?

If you have a storage space you must:

- (a) provide the Owners Corporation with access to your storage space to enable the Owners Corporation to comply with its obligations under the Management Act and the by-laws;
- (b) keep your storage space clean and tidy;
- (c) use your storage space only for lawful purposes;

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- (d) keep the storage space free of vermin;
- (e) not keep dangerous, noxious or inflammable items, materials or liquids in the storage space;
- (f) not stack items in your storage space at a height that is higher than 1.8 metres, within 500mm of the soffit above your storage space or any lower height if it will interfere with the proper operation of fire sprinklers, ventilation or with service lines above your storage space;
- (g) not install any solid screens or walls in your storage space; and
- (h) repair and make good any damage you cause to the storage space.

#### **18.2 Maintenance of storage cages**

You must, at your cost, keep your storage cage fence in good repair and condition. If the fence on any side of your storage cage is shared by another storage cage, you and the Owner of the lot that includes that storage cage have the exclusive use of that fence and are jointly responsible for the cost of the repair, maintenance and replacement of that fence.

### **19. Controlling traffic and parking on Common Property**

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#### **19.1 Controlling traffic**

In addition to its powers under the Management Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property;
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas;
- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking;
- (e) install signs to control traffic in Common Property and, in particular, traffic entering and leaving Infinity by Crown Group.

#### **19.2 Parking on Common Property**

- (a) You must not stand or park vehicles on Common Property including Common Property driveways.
- (b) If you or a visitor of yours parks a car in contravention of the by-laws or in a car space that is not your car space, the Owners Corporation will be entitled to remove the relevant car and recover any removal and storage expenses from you as a debt.

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## **20. Car Share Scheme Spaces**

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### **20.1 Shared Facility**

The Car Share Scheme Spaces are a Shared Facility. When using the Car Share Scheme Spaces, you must comply with the provisions of the Strata Management Statement about the Car Share Scheme Spaces.

### **20.2 Your obligations**

You must not park or stand a vehicle in a Car Share Scheme Space.

### **20.3 The Owners Corporation's obligations**

The Infinity by Crown Group - Residential 2 Owners Corporation will:

- (a) make the Car Share Scheme Spaces available to a car share scheme operator free of charge;
- (b) allow customers of the car share scheme operator to access the Car Share Scheme Spaces; and
- (c) retain the Car Share Scheme Spaces as Common Property.

### **20.4 Agreement with car share scheme operator**

The Owners Corporation has the power to enter into an agreement with a car share scheme operator about the provision of car scheme services from the Car Share Scheme Spaces.

## **21. Loading Dock**

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### **21.1 Shared Facility**

The Loading Dock is a Shared Facility. When using the Loading Dock, you must comply with the provisions of the Strata Management Statement about the Loading Dock.

### **21.2 Your obligations**

- (a) All loading and unloading of deliveries, furniture and other goods must take place at the Loading Dock.
- (b) If you wish to use the Loading Dock for extended periods or to move bulky items into or out of the Strata Scheme, you must make arrangements with the building manager appointed by the Building Management Committee under the Strata Management Statement.
- (c) You must comply with the Strata Management Statement when you use the Loading Dock. You must also comply with and any Rules made by the Building Management Committee about using the Loading Dock.



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## **22. Service Bays**

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### **22.1 Shared Facility**

The Service Bays are a Shared Facility. When using the Service Bays, you must comply with the provisions of the Strata Management Statement about the Service Bays.

### **22.2 Your obligations**

You must comply with the Strata Management Statement when you use the Service Bays. You must also comply with and any Rules made by the Building Management Committee about using the Service Bays.

## **23. Carwash Bay**

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### **23.1 Shared Facility**

The Carwash Bay is a Shared Facility for the benefit of the Infinity by Crown Group - Residential 1 Owners Corporation and the Infinity by Crown Group - Residential 2 Owners Corporation. When using the Visitor Carwash Bay, you must comply with the provisions of the Strata Management Statement about the Carwash Bay.

### **23.2 Your obligations**

You must comply with the Strata Management Statement when you use the Carwash Bay. You must also comply with and any Rules made by the Building Management Committee about using the Carwash Bay.

## **24. Visitor Car Parking Spaces**

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### **24.1 Shared Facility**

The Visitor Car Parking Spaces are a Shared Facility for the benefit of the Infinity by Crown Group - Residential 1 Owners Corporation and the Infinity by Crown Group - Residential 2 Owners Corporation. When using the Visitor Car Parking Spaces, you must comply with the provisions of the Strata Management Statement about the Visitor Car Parking Spaces.

### **24.2 Your obligations**


You must comply with the Strata Management Statement when you use the Visitor Car Parking Spaces. You must also comply with and any Rules made by the Building Management Committee about using the Visitor Car Parking Spaces.

## **25. Swimming Pool Area**

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### **25.1 Shared Facility**

- (a) The Swimming Pool Area is a Shared Facility for the benefit of the Infinity by Crown Group - Residential 1 Owners Corporation, the Infinity by Crown Group - Residential 2 Owners Corporation and Occupiers of Infinity by Crown Group – Serviced Apartments.

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- (b) Use of the Swimming Pool Area is restricted to Occupiers of Infinity by Crown Group - Residential 1, Infinity by Crown Group - Residential 2 and Occupiers of the Hotel Component and the Serviced Apartments Component.

## 25.2 Your obligations

You must comply with the Strata Management Statement when you use the Swimming Pool Area. You must also comply with and any Rules made by the Building Management Committee about using the Swimming Pool Area.

## 26. Gym

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### 26.1 Shared Facility

- (a) The Gym is a Shared Facility for the benefit of the Infinity by Crown Group - Residential 1 Owners Corporation, the Infinity by Crown Group - Residential 2 Owners Corporation and Occupiers of Infinity by Crown Group – Serviced Apartments.
- (b) Use of the Gym is restricted to Occupiers of Infinity by Crown Group - Residential 1, Infinity by Crown Group - Residential 2 and Occupiers of the Hotel Component and the Serviced Apartments Component.

### 26.2 Your obligations

You must comply with the Strata Management Statement when you use the Gym. You must also comply with and any Rules made by the Building Management Committee about using the Gym.

## 27. Level 9 Lounge Terrace

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### 27.1 Shared Facility

- (a) The Level 9 Lounge Terrace is a Shared Facility for the benefit of the Infinity by Crown Group - Residential 1 Owners Corporation and the Infinity by Crown Group - Residential 2 Owners Corporation.
- (b) Use of the Level 9 Lounge Terrace is restricted to Occupiers of Infinity by Crown Group - Residential 1 and Infinity by Crown Group - Residential 2.

### 27.2 Your obligations


You must comply with the Strata Management Statement when you use the Level 9 Lounge Terrace. You must also comply with and any Rules made by the Building Management Committee about using the Level 9 Lounge Terrace.

## 28. Level 18 Recreation Rooms

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### 28.1 Shared Facility

- (a) The Level 18 Recreation Rooms are Shared Facilities for the benefit of the Infinity by Crown Group - Residential 1 Owners Corporation and the Infinity by Crown Group - Residential 2 Owners Corporation.

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- (b) Use of the Level 18 Recreation Rooms is restricted to Occupiers of Infinity by Crown Group - Residential 1 and Infinity by Crown Group - Residential 2.

## 28.2 Your obligations

You must comply with the Strata Management Statement when you use the Level 18 Recreation Rooms. You must also comply with and any Rules made by the Building Management Committee about using the Level 18 Recreation Rooms.

## 29. Meeting Room

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### 29.1 Shared Facility

- (a) The Meeting Room is a Shared Facility for the benefit of the Infinity by Crown Group - Residential 1 Owners Corporation and the Infinity by Crown Group - Residential 2 Owners Corporation.
- (b) Use of the Meeting Room is restricted to Occupiers of Infinity by Crown Group - Residential 1 and Infinity by Crown Group - Residential 2.

### 29.2 Your obligations

You must comply with the Strata Management Statement when you use the Meeting Room. You must also comply with and any Rules made by the Building Management Committee about using the Meeting Room.

## 30. Damage to Common Property

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### 30.1 What are your obligations?


Subject to the by-laws, you must:

- (a) use Common Property equipment only for its intended purpose; and
- (b) immediately notify the Owners Corporation if you know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by you, your visitors or persons doing work or carrying out Building Works in the Building on your behalf.

### 30.2 When will you need consent from the Owners Corporation?

Subject to the by-laws, you must have consent from the Owners Corporation to:

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

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## **31. Insurance premiums**

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### **31.1 Consent from the Owners Corporation**

You must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

### **31.2 Payments for increased premiums**

If the Owners Corporation gives you consent under this by-law, it may make conditions that require you to reimburse the Owners Corporation for any increased premium. If you do not agree with the conditions, the Owners Corporation may refuse its consent.

### **31.3 Requirements under the Strata Management Statement**

Under the Strata Management Statement, you must notify the Building Management Committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Building Management Committee.

## **32. Security at the Building**

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### **32.1 What are your obligations?**

The Strata Management Statement regulates general security matters in Infinity by Crown Group. You must comply with those provisions of the Strata Management Statement.

### **32.2 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Building; and
- (b) prevent fires and other hazards.


### **32.3 Installation of security equipment**

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Building.

### **32.4 Restricting access to Common Property**

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

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to an Apartment; and
- (b) restrict by Security Key your access to levels in the Building where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and

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- (c) allow security personnel to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude you from using these parts of Common Property.

### 32.5 What are your obligations?

You must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Building.

You must take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

### 32.6 Restrictions on exercising rights

When the Owners Corporation exercises rights under this by-law:

- (a) it must comply with the Strata Management Statement; and
- (b) it must not interfere with Shared Facilities.

## 33. Security Keys

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### 33.1 What are your obligations?

In addition to its powers under the Development Act and the Management Act, the Owners Corporation has the power to make agreements with the Building Management Committee or another person (eg the Building Manager) to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring owners to pay the Building Management Committee or other person an administration fee for the provision of Security Keys.

### 33.2 Providing Owners and Occupiers with Security Keys

Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 32 (Security at the Building).

### 33.3 Fees for additional Security Keys


The Owners Corporation may charge you a fee or bond if you require extra or replacement Security Keys.

### 33.4 Who do Security Keys belong to?

Security Keys belong to the Owners Corporation.

### 33.5 Managing the Security Key system

The Owners Corporation has the power to:

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- (a) re-code Security Keys; and
- (b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded; and
- (c) if you are in breach of the by-laws relating to access to and use of the car park in the Building, cancel the car park access on your Security Keys and require you to return your Security Keys to the Owners Corporation for recoding; and
- (d) charge you a fee for the recoding of your Security Keys; and
- (e) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

**33.6 What are your obligations?**

You must:

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


**33.7 Some prohibitions**

You must not:

- (a) copy a Security Key;
- (b) use your Security Key to bring more vehicles into the car park than the number of car spaces that you have the right to use; or
- (c) give a Security Key to someone who is not an Owner or Occupier.

**33.8 Procedures if you lease your Apartment**

If you lease or license your Apartment, you must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they no longer occupy an Apartment.

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### **34. Fire control**

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#### **34.1 What are your obligations?**

You may keep inflammable materials in your Apartment only if you:

- (a) use them in connection with the lawful use of your Apartment; and
- (b) keep them in reasonable quantities according to the guidelines of Government Agencies.

#### **34.2 Fire control laws**


You and the Owners Corporation must comply with laws about fire control.

#### **34.3 Strata Management Statement**

The Strata Management Statement contains requirements about fire safety and compliance. You must comply with those provisions of the Strata Management Statement.

#### **34.4 Restrictions about fire safety**

- (a) You must not:
  - (i) keep inflammable materials on Common Property;
  - (ii) interfere with fire safety equipment;
  - (iii) obstruct fire stairs or fire escapes;
  - (iv) use corridors and foyers in the Building for the storage of any items;
  - (v) use any Garbage Chute Room for the storage of garbage or any other items;  
or
  - (vi) keep inflammable materials in your car space.
- (b) The Owners Corporation must;
  - (i) not install or keep combustible furniture or furnishings in the entry foyer or corridors in the Building;
  - (ii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times
  - (iii) not use corridors and foyers in the Building for the storage of any items; and
  - (iv) not use any Garbage Chute Room for the storage of garbage or any other items.

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## **35. Concierge services**

### **35.1 Purpose of the agreement**

The Owners Corporation has the power to appoint and enter into agreements with a concierge services provider to provide concierge services for Infinity Residential 1. The Owners Corporation may exercise its power under this by-law in its capacity as an owners corporation.

### **35.2 Initial Period**

The Owners Corporation may enter into agreements with a concierge services provider during the Initial Period.

### **35.3 Agreement during the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with a services provider during the Initial Period:

- (a) the term of the agreement must not exceed the date of the first annual general meeting of the Owners Corporation (or other maximum period permitted by law); and
- (b) the Owners Agreement may agree to pay the concierge services provider a market related fee for performing the duties under the agreement, as well as a fee for initial set up costs incurred by the concierge services provider that will be payable if the concierge services provider is not appointed by the Owners Corporation at the first annual general meeting.

### **35.4 Agreements after the Initial Period**

If the Owners Corporation (in its own right) enters into an agreement with a concierge services provider after the Initial Period:


- (a) the term of the agreement may be for the period agreed by the Owners Corporation which in each case should not exceed the period permitted by law; and
- (b) the remuneration of the concierge services provider under the agreement may be the amount agreed by the Owners Corporation.

### **35.5 What provisions must be included in an agreement?**

An agreement between the Owners Corporation (in its own right) and a concierge services provider must have provisions about:

- (a) the rights of the Owners Corporation to terminate the agreement early if the concierge services provider does not properly perform its functions or comply with its obligations under the agreement; and
- (b) the rights of the concierge services provider to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.



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### **36. Services provided by the Owners Corporation**

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#### **36.1 Services**

The Owners Corporation has the power to supply services to each Apartment including hot and cold water, electricity, gas, air conditioning condenser water, telephone, television and other communications and Embedded Network Services.

#### **36.2 Agreements with third parties**

The Owners Corporation may have agreements with third parties about the installation, supply, management, operation, maintenance, repair and replacement of and paying for services, including Embedded Network Services.

#### **36.3 Agreements with Owners and Occupiers**

The Owners Corporation may make agreements with Owners and Occupiers about paying for services, including Embedded Network Services, supplied under this by-law to the Owners Corporation or to Owners and Occupiers.

### **37. Agreement for supply of Embedded Network Services**

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#### **37.1 Power to enter into agreement**


- (a) The Owners Corporation has the power to appoint and enter into agreements with Embedded Network Suppliers for the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks in the Building for the supply of Embedded Network Services to Apartments and Common Property and for Infinity by Crown Group generally. The Owners Corporation may exercise its power under this by-law in its capacity as a member of the Building Management Committee and in its capacity as an owners corporation.
- (b) Without limiting its power under by-law 37.1(a), the Owners Corporation has the power to supply Embedded Network Services to Apartments and to account to Owners and Occupiers for payment for Embedded Network Services supplied by the Owners Corporation or by the Building Management Committee (or both), including for payment based on metered usage or in accordance with unit entitlements.

#### **37.2 Initial Period**

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

#### **37.3 Delegation of functions**

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

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### 37.4 Agreement during the Initial Period

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

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


### 37.5 Agreements after the Initial Period

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

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

### 37.6 What provisions must be included in an agreement?

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

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

**37.7 Agreements under the Strata Management Statement**

- (a) If the Building Management Committee enters into an agreement with an Embedded Network Supplier for the provision of an Embedded Network Service to Infinity by Crown Group, the agreement may be for:
  - (i) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Owners Corporation for the Common Property in the Building; and
  - (ii) the installation, operation and maintenance of Embedded Network Equipment and Embedded Networks and the supply of Embedded Network Services to the Building Management Committee for the Shared Facilities in Infinity by Crown Group,

in which event, the Owners Corporation will be a party to the agreement in its own right in relation to the Common Property and as a member of the Building Management Agreement in respect of Shared Facilities.

- (b) If the Building Management Committee has entered into an Embedded Network Service supply agreement for the provision of an Embedded Network Service to Infinity by Crown Group, any subsequent agreement between Owners Corporation and the electricity supplier must be consistent with the agreement between the Building Management Committee and the Embedded Network Supplier.

**37.8 Provision of personal information**


The Owners Corporation and the Building Management Committee may, to the extent reasonably necessary, provide personal information of Owners and Occupiers in any component of Infinity by Crown Group to any Embedded Network Service provider or other provider of a service, and Owners Corporations must on request by the Building Management Committee, provide personal information of Owners and Occupiers to the Building Management Committee for provision to an Embedded Network Service provider or other provider of a service. Owners and Occupiers in Infinity by Crown Group consent to their personal information being provided as contemplated in this clause.

**38. Use of 'Crown' and 'Crown Group'**

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**38.1 Restrictions on the use of 'Crown'**

- (a) Owners and Occupiers must not use as a trade mark or business name, or authorise or assist anyone else to use as a trade mark or business name, the name of the

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Building, or any abbreviation of the name of the Building which contains the word 'Crown' (or similar), in connection with the provision of: hotel services or short term accommodation (including short term rental or leasing of apartments); restaurants, cafés, bars or other similar food and/or beverage venues; casino, gambling, gaming or similar activities; health and/or beauty services; transportation, travel or tour agency services; or entertainment services.

- (b) Occupiers must ensure that any assignee of their lease or any sub-lessee of the premises they occupy complies with the obligations in by-law 38.1(a).
- (c) The restrictions in by-law 38.1(a) do not prevent Owners and Occupiers using:
  - (i) the full name of the Building to describe the location of or identify their Stratum Lot, Strata Lot or premises as long as such use is not trade mark use or business name use; and
  - (ii) a trade mark or business name that includes the word 'Crown' if they:
    - (A) have a right to use that trade mark or business name as either the owner or authorised user of a trade mark registration for that trade mark or business name;
    - (B) are using the trade mark or business name in connection with goods or services that are unrelated to the services listed in by-law 38.1(a); or
    - (C) otherwise have the right to use that trade mark or business name because of their continuous prior use of that trade mark or business name in relation to the goods and services being provided, from before the priority date of the trade marks of Crown Melbourne Pty Limited.

### **38.2 Execution of deed poll**


- (a) The Owners Corporation must, as soon as practicable after the Owners Corporation is established, execute a deed poll in favour of Crown Melbourne Pty Limited, in a form required by Crown Central Pty Limited or the Developer, obliging the Owners Corporation, Owners and Occupiers to comply with the obligations in by-law 38.1, and immediately deliver the deed poll to the Developer for transmission to Crown Melbourne Pty Limited.
- (b) The Owners Corporation has the power to execute the deed poll contemplated in this by-law, and to do so during the Initial Period.

## **39. Exclusive use of Air Conditioning System**

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### **39.1 Common Property Rights By-Law**

This is a Common Property Rights By-Law. By-law 3 (Common Property Rights By-Laws) applies to this Common Property Rights By-Law.

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### 39.2 Air conditioning for Apartments

There is a separate Air Conditioning System for each Apartment. The Air Conditioning Systems receive chilled water from the Shared Facility central chilled plant in Infinity by Crown Group. Air Conditioning Systems comprise Common Property and may be maintained, repaired and replaced by the Owners Corporation.

### 39.3 Exclusive use rights

Each Owner of an Apartment has exclusive use of the parts of the Air Conditioning System that are Common Property and that exclusively service their Apartment.

### 39.4 Interpreting this by-law

In this Common Property Rights By-Law, "you" means the Owner of an Apartment.

### 39.5 What are your obligations?

You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System which exclusively services your Apartment:

- (a) in a proper and safe manner at all times; and
- (b) according to the requirements of Government Agencies about air conditioning services; and
- (c) using contractors approved by the Owners Corporation to maintain, repair and replace the parts of the Air Conditioning System that exclusively service your Apartment.

### 39.6 Paying for Air Conditioning Services

You must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of your Air Conditioning System. If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Air Conditioning System, you must pay those costs. The Owners Corporation may:


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

## 40. Notice board

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### 40.1 Maintenance of notice board

- (a) The Owners Corporation will maintain a notice board (which may be an electronic notice board) on Common Property for the purpose of communicating with you.
- (b) The Owners Corporation may use an internet based portal system for communications between you and the Owners Corporation, Strata Manager and Building Manager (and other service providers), which may include an online notice board.

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## 40.2 Notices

If you have given the Owners Corporation your email address, the Owners Corporation may serve notices on you, and otherwise communicate with you, by email.

## 41. Rules

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### 41.1 Powers of the Owners Corporation

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

### 41.2 Changing Rules

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

### 41.3 What are your obligations?

You must comply with the Rules.

### 41.4 What if a Rule is inconsistent with the by-laws?

If a Rule is inconsistent with the by-laws or the requirements of a Government Agency, the by-laws or requirements of the Government Agency prevail to the extent of the inconsistency.

### 41.5 What if a rule is inconsistent with the Strata Management Statement?

If a Rule is inconsistent with the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

## 42. How are consents given?

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### 42.1 Who may give consent?

Unless a by-law states otherwise, consents under the by-laws may be given by:


- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

### 42.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

### 42.3 Can consent be revoked?

The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:

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- (a) conditions made by them when they gave you consent; or
- (b) the by-law under which they gave you consent.

### **43. Failure to comply with by-laws**

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#### **43.1 What can the Owners Corporation do?**

The Owners Corporation may do anything on your Apartment that you should have done under the Management Act or the by-laws but which you have not done or, in the opinion of the Owners Corporation, have not done properly.

#### **43.2 Procedures**

The Owners Corporation must give you a written notice specifying when it will enter your Apartment to do the work. You must:


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

#### **43.3 Breach of by-law 6.21 (Occupancy limits)**

- (a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 6.21 (Occupancy limits), the Strata Committee or Strata Manager will be entitled to immediately and without prior notice access your Apartment for the purpose of inspecting your Apartment to ascertain if there has been a breach of by-law 6.21 (Occupancy limits). If the strata to
- (b) If the Strata Committee or the Strata Manager is satisfied that there has been a breach of by-law 6.21 (Occupancy limits), the Strata Committee or the Strata Manager, on behalf of Owners Corporation, is entitled to:
  - (i) give the owner of the Apartment a written notice to, within 48 hours or such longer period that they deem appropriate, terminate the lease of the Apartment and take all steps necessary under the *Residential Tenancies Act 2010* and at law to terminate the lease and evict the Occupier and all occupants from the Apartment and the Building as quickly as possible; and
  - (ii) report the breach to Council in order that they may take appropriate enforcement action against you.

#### **43.4 Breach of by-law 6.22 (No short term letting)**

- (a) If the Strata Committee or the Strata Manager has reason to believe that your Apartment is being occupied or used in breach of by-law 6.22 (No short term letting), the Strata Committee or Strata Manager will be entitled to:
  - (i) if you are the Occupier of the Apartment, give you a written notice to, within 24 hours, provide evidence that you are not occupying or using the Apartment in breach of by-law 6.22 (No short term letting) including, without limitation, by providing:
    - (A) a copy of your *Residential Tenancies Act 2010* lease of the Apartment;

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- (B) a copy of your driver's licence passport;
- (C) copies of utilities statements addressed to you in relation to the utilities consumed in the Apartment; and
- (D) any other document relating to your occupation of the Apartment that the Strata Committee or Strata Manager requests.

The Strata Committee or Strata Manager may serve this notice on you by handing it to you personally, placing it in the letterbox for your Apartment, placing it under the door of your Apartment or fixing it to the door of your Apartment.

- (ii) if you are the owner of the Apartment, give you a written notice to provide any of the documents referred to in by-law 43.4(a)(i).
- (b) If you fail to satisfy the Strata Committee or the Strata Manager that the occupation or use of the Apartment is not in breach of by-law 6.22 (No short term letting), the Strata Committee or Strata Manager, on behalf of the Owners Corporation, will:
  - (i) be entitled to immediately deactivate your Security Key and terminate access to the Building and the amenities in the Building by the Occupier of the Apartment;
  - (ii) be entitled to require the Owner to immediately terminate the occupancy arrangements and evict the Occupier and all occupants from the Apartment and the Building; and
  - (iii) report your breach to Council in order that they may take appropriate enforcement action against you.
- (c) If the Owners Corporation incurs any costs as a result of a breach of by-law 6.22 (No short-term letting), you must reimburse the Owners Corporation for those costs, and the Owners Corporation may include those costs in your administrative fund levy statement or recover them as a debt.

#### **43.5 Recovering money**

The Owners Corporation may recover any money you owe it under the by-laws as a debt.

### **44. Service of documents, applications and complaints**

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#### **44.1 Service of documents**

If you have given the Owners Corporation an e-mail address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that e-mail address. A notice or document served on or delivered to you by e-mail will be deemed to have been received by you 24 hours after the time it is sent as evidenced by the dispatch record generated by the senders computer or other electronic device used to send the e-mail.

#### **44.2 Applications and complaints**

You must make any applications and complaints to the Owners Corporation in writing and address them to the Strata Manager.



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## 45. Interpretation

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### 45.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

**Air conditioning System** include, without limitation:

- (a) air handling units and equipment; and
- (b) cables, conduits, pipes, wires, ducts, pumps and fan units.

**Apartment** means a lot in the Building.

**Balcony** means a balcony, a terrace or a courtyard in an Apartment.

**Building** means Strata Scheme SP92073 established within Lot 1 in the Stratum Plan, known as Infinity by Crown Group - Residential 1.

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

**Building Manager** means the building manager appointed by the Owners Corporation according to by-law 15 (Agreement with the Building Manager).

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


- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing your Apartment. Common Property walls include windows and doors in those walls; or
- (b) the structure of your Apartment; or
- (c) the internal walls inside your Apartment (eg a wall dividing two rooms in your Apartment); or
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:

- (f) Cosmetic Work;
- (g) works which you are entitled to carry out under a Common Property Rights By-Law.

**Car Share Scheme Spaces** means the 6 Common Property car parking spaces on basement level 1 of Infinity by Crown Group – Residential 2.

**Carwash Bay** means the carwash bay on basement level 1 of Infinity by Crown Group – Residential 1.

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**Common Property** means Common Property in the Building and personal property of the Owners Corporation. For the purposes of the by-laws, Common Property does not include Shared Facilities.

**Common Property Rights By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 in Part 7 of the Management Act.

**Cosmetic Work** has the meaning given in section 109 of the Management Act. Cosmetic Work includes works or alterations to the interior of Common Property walls in connection with a Lot, such as hanging pictures or attaching items to those walls.

**Council** means City of Sydney Council.

**Developer** means Crown Green Square Pty Limited ACN 161 698 148.

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

**Development Approval** means Council's notice to applicant of determination of development application no. D/2014/1758, as varied, modified or replaced from time to time.


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

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

**Embedded Network Supplier** means an entity that supplies an Embedded Network Service.

**Embedded Network Service** means the supply of any of:

- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;
- (d) gas;
- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;

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- (l) sewage removal systems;
- (m) waste removal systems;
- (n) water supply systems;
- (o) internet services;
- (p) telecommunication systems;
- (q) mobile telephone signal distribution services;
- (r) fibre communications;
- (s) customer relationship services in relation to other Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services;
- (t) Embedded Network management services; or
- (u) any other embedded network service.

**Garbage Bin Holding Area** means the residential garbage bin holding area at lower ground level adjacent to the Loading Dock.

**Garbage Chute Rooms** means the rooms located on each residential level that gives access to the garbage chutes for garbage waste and recyclable waste.

**Garbage Room** means the garbage room at lower ground level receiving garbage from the Garbage Chute Rooms, including garbage bins, carousel and compactor and other equipment in or servicing that room.

**Gym** means the gymnasium located on level 2 of Infinity by Crown Group - Residential 2, the area around the gymnasium, toilets and associated plant and equipment. The Gym is a Shared Facility.

**Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.


**Hotel Component** means the component of Infinity by Crown Group within lot 4 in the Stratum Plan.

**Infinity by Crown Group** means the improvements at 301 Botany Road comprising residential, retail, hotel, serviced apartments, commercial and conference centre components, and known as Infinity by Crown Group.

**Infinity by Crown Group - Residential 1** means the Building, being the improvements within Lot 1 in the Stratum Plan.

**Infinity by Crown Group - Residential 2** means the improvements within Lot 2 in the Stratum Plan.

**Initial Period** has the same meaning as it does in the Management Act.

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**Inter-Lot Wall** means a Common Property wall between two Apartments.

**Internal Wall** means a wall within an Apartment that is not a Common Property wall.

**Level 9 Lounge Terrace** means the rooftop terrace area on level 9 of Infinity by Crown Group - Residential 1 and Infinity by Crown Group - Residential 2, including 2 barbeque areas, indoor seating/dining area, kitchenette, bar area and toilet amenities. The Level 9 Lounge Terrace is a Shared Facility.

**Level 18 Recreation Rooms** means the following residential recreation rooms and amenities on level 18 of Infinity by Crown Group - Residential 2:

- (a) two music rooms each with piano;
- (b) Sky lounge with lounge furniture and dining tables and chairs;
- (c) theatre room with screen, furniture, projector and associated equipment
- (d) kitchenette with cooktop, sink and dishwasher for use in conjunction with the Sky Lounge; and
- (e) children's games room with TV, games and associated equipment.

The Level 18 Recreation Rooms are a Shared Facility.

**Loading Dock** means the loading dock at lower ground level of Infinity by Crown Group within lot 3 in the Stratum Plan. The Loading Dock is a Shared Facility.

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


**Meeting Room** means the meeting room on level 18 of Infinity by Crown Group - Residential 2, including all finishes, furniture, fittings and equipment in the room. The Meeting Room is a Shared Facility.

**Minor Renovations** has the meaning given in section 110 of the Management Act. Minor Renovations include works or alterations to the Common Property in connection with a Lot, such as changing light fittings, changing floor finishes, replacing or installing wiring and cabling and reconfiguring walls.

**Occupier** means the occupier, lessee or licensee of an Apartment.

**Owner** means:

- (a) the owner for the time being of an Apartment; and
- (b) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
- (c) for an Exclusive Use By-Law, the owner of each Apartment benefiting from the by-law; and
- (d) a mortgagee in possession of an Apartment.

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**Owners Corporation** means The Owners - Strata Plan No. SP92073, being the Owners Corporation for the Building.

**Rules** mean Rules made by the Owners Corporation according to by-law 41 (Rules).

**Security Keys** means a key, magnetic card or other device or information used in the Building to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

**Service Bays** means the 3 service vehicle bays at level B1 of Infinity by Crown Group - Residential 2 and 5 service vehicle bays in the Loading Dock for temporary parking of services vehicles. The Service Bays are a Shared Facility.

**Serviced Apartments Component** means the component of Infinity by Crown Group within lot 5 in the Stratum Plan.

**Shared Facilities** has the same meaning as it does in the Strata Management Statement.

**Strata Committee** means the Strata Committee of the Owners Corporation.

**Strata Management Statement** means the strata management statement for Infinity by Crown Group registered with strata plan for the Building.

**Strata Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

**Strata Plan** means SP92073, being the strata plan for the Building.

**Stratum Plan** means the stratum plan of subdivision for Infinity by Crown Group being DP1211900.


**Swimming Pool Area** means the swimming pool located on level 3 of Infinity by Crown Group - Residential 2, the area around the swimming pool, spa, sauna, toilets and associated plant and equipment. The Swimming Pool Area is a Shared Facility.

**Visitor Car Parking Spaces** means the 28 visitor car parking spaces on level B1 in Infinity by Crown Group - Residential 1 and Infinity by Crown Group - Residential 2. The Visitor Car Parking Spaces are a Shared Facility.

#### 45.2 References to certain terms

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act; and
- (b) the word "you" means an Owner or Occupier; and
- (c) a by-law is a reference to the by-laws and Common Property Rights By-Laws under the Management Act which are in force for the Building; and

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- (d) a document (including the by-laws) includes any amendment, addition or replacement of it; and
- (e) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency; and
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (h) the singular includes the plural and vice versa; and
- (i) the words "include", "including" "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

#### **45.3 Headings**

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the by-laws.

#### **45.4 Severability**

If the whole or any part of a provision in the by-laws is void, unenforceable or illegal, then that provision or part provision is severed from the by-laws. The remaining by-laws have full force and effect unless the severance alters the basic nature of a by-law or is contrary to public policy.

#### **45.5 Discretion in exercising rights**


The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the by-laws expressly state otherwise).

#### **45.6 Partial exercise of rights**

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.


#### **45.7 Remedies cumulative**


The rights and remedies provided in the by-laws are in addition to other rights and remedies given by law independently of the by-laws.

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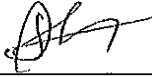
Executed as an agreement.

**Signed on behalf of Crown Green Square Pty Limited ACN 161 698 148:**


  
\_\_\_\_\_  
Secretary/Director  
IWAN SUNITO  
\_\_\_\_\_  
Print name


  
\_\_\_\_\_  
Director  
PAUL SATHIO  
\_\_\_\_\_  
Print name

**Signed on behalf of Sathio Investments Pty Limited ACN 138 087 939:**

  
\_\_\_\_\_  
Sole Secretary/Director  
PAUL SATHIO  
\_\_\_\_\_  
Print name

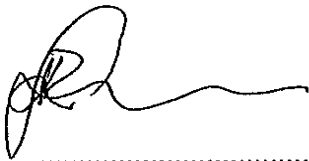
**Signed on behalf of Crown Cornerstone Investments Pty Limited ACN 138 199 112:**

  
\_\_\_\_\_  
Sole Secretary/Director  
IWAN SUNITO  
\_\_\_\_\_  
Print name

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**Mortgagee**

EXECUTED by AUSTREO  
COMMERCIAL VENTURES PTY LTD  
(ACN 618 406 901) in accordance with  
section 127(1) of the Corporations Act  
2001 (Cth) by authority of its directors:



Signature of director

David Gribble  
.....

Name of director (block letters)



Signature of director


Junnosuke Ando  
.....

Name of director (block letters)



**Annexure 4**  
**Strata Management Statement**

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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.

# Strata Management Statement


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**Infinity by Crown Group**  
**301-305 Botany Road, Zetland**  
SP92073


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## Part A

### Introduction

#### 1. This Statement and Infinity by Crown Group

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##### 1.1 The effect of this management statement

This Statement has effect as an agreement under seal and is binding on:

- (a) the Members;
- (b) the Occupiers of Stratum Lots; and
- (c) Owners and Occupiers of Strata Lots.

##### 1.2 Rights and obligations

A management statement confers rights and imposes obligations on the Owners and Occupiers of lots in the building. It contains provisions about a wide range of issues including meetings, financial management, redevelopment and the maintenance of Shared Facilities.


##### 1.3 What are the different components in Infinity by Crown Group?

Infinity by Crown Group has five distinct components. The Owner of each component is a Member of the Committee and must comply with this management statement. If a Stratum Lot is further subdivided by a strata plan, the Member is the Owners Corporation for the strata scheme. The components of Infinity by Crown Group are:

- (a) the Residential Component, comprising Residential 1 and Residential 2;
- (b) the Retail/Commercial Component;
- (c) the Hotel Component;
- (d) the Serviced Apartments Component; and
- (e) the Conference Centre Component.

##### 1.4 Staging of Infinity by Crown Group

Construction of Infinity by Crown Group may be completed in stages. Until the part of the building within a Stratum Lot is constructed and operational, the obligations of the Member who owns the Stratum Lot to pay Shared Costs will be suspended. While the obligations of the Member who owns a Stratum Lot to pay Shared Costs for any Shared Facility are suspended, the other Member's obligation to pay the costs of that Shared Facility will be

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borne proportionately by the other Members based on their proportionate responsibility for those costs as set out in Schedule 2.

## Part B

### Compulsory matters

#### 2. Management of the Building

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##### 2.1 Management of the building

A strata management statement regulates the management and operation of a building where the building is subdivided by a plan of subdivision that contains a Stratum Lot. Infinity by Crown Group consists of a building that is subdivided by a plan of subdivision that contains Stratum Lots.


##### 2.2 Management structure

The Committee is responsible for operating and managing Infinity by Crown Group on behalf of the Members. Each Member is a Member of the Committee. Each Member appoints a Representative to attend and vote for them at meetings, and may appoint a Substitute Representative.

##### 2.3 Who assists the Committee perform its functions?

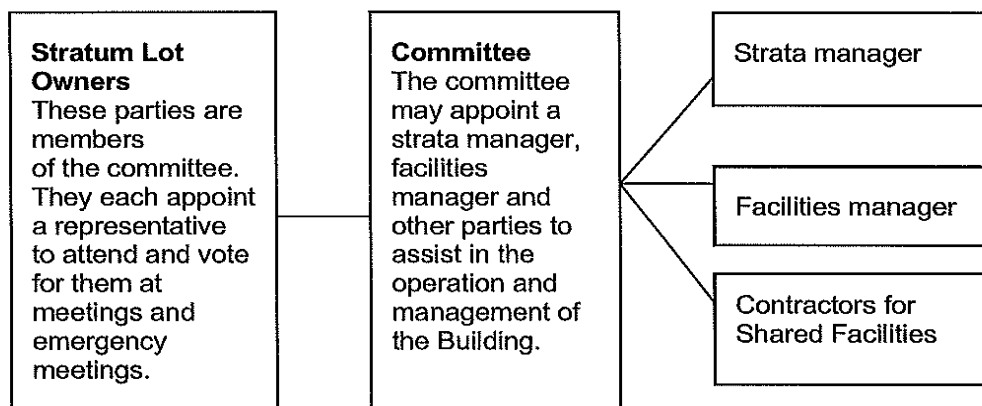
The Committee has the power to appoint various persons to assist it to perform its functions. For example, the Committee may:

- (a) appoint a Strata Manager to assist in the management of Infinity by Crown Group and perform secretarial and financial functions;
- (b) appoint a Facilities Manager to supervise the operation of Infinity by Crown Group including the operation, maintenance, repair and replacement of the Shared Facilities; and
- (c) enter into contracts with various Service Providers for the operation, maintenance, repair and replacement of the Shared Facilities.

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**2.4 Overview of management structure**

In summary, the management structure for Infinity by Crown Group looks like this:



**2.5 Establishing the Committee**

The Members must:

- (a) establish the Committee within two months after this management statement is registered; and
- (b) always have a Committee.


**2.6 Members of the Committee**

- (a) All Members are member of the Committee.
- (b) If a Stratum Lot is further subdivided by a strata plan, the Member is the Owners Corporation for the strata scheme.

**2.7 What are the functions?**

In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are:

- (a) to comply with its obligations and perform its functions according to the Conveyancing Act, Management Act (if applicable) and the Development Act (if applicable) and this management statement;
- (b) to make decisions about the matters in this management statement;
- (c) to convene and hold meetings and Emergency Meetings;
- (d) to determine Administrative Fund contributions and the Capital Works Fund contributions to meet the costs for performing the functions of the Committee;

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- (e) to operate, maintain, renew and replace Shared Facilities (subject to this management statement);
- (f) to deal with and make decisions about Shared Facilities according to this management statement;
- (g) to effect insurances according to the Conveyancing Act, the Management Act (whichever is applicable) and this management statement;
- (h) to monitor the performance by Members, Owners and Occupiers of their obligations under the Conveyancing Act, the Management Act (if applicable) and the Development Act (if applicable) and this management statement;
- (i) to monitor the performance of the Strata Manager;
- (j) to monitor the performance of the Facilities Manager;
- (k) accept, process and make decisions about Applications according to part 8 of this management statement; and
- (l) to perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.

## 2.8 How to make decisions

The Committee may make decisions only according to this management statement and:

- (a) at a properly convened Meeting or Emergency Meeting; and
- (b) by Ordinary Resolution or Unanimous Resolution.

## 2.9 Power to contract and make appointments

Subject to this clause, the Committee has the power to:


- (a) enter into contracts or other arrangements with Service Providers to assist the Committee perform its functions and comply with its obligations;
- (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions and the compliance with its obligations; and
- (c) appoint persons (eg a Member) to act as its agent to enter into contracts or other arrangements on its behalf.

This power includes the right to terminate contracts, arrangements and appointments.

## 2.10 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of Infinity by Crown Group. However, when the Committee



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makes a rule it must take into account the mixed use nature of Infinity by Crown Group and the various components in Infinity by Crown Group.

**2.11 If a rule is inconsistent**

If a Rule is inconsistent with the management statement or a requirement of a Government Agency, the management statement or requirement of a Government Agency (as the case may be) will prevail to the extent of the inconsistency.

**2.12 What Officers must the Committee appoint?**

The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson.

**2.13 Eligibility for election**

To be eligible for election as an Officer, a person must be:

- (a) a Representative;
- (b) a Substitute Representative; or
- (c) the Strata Manager.

**2.14 Appointment of Officers**


The Committee must appoint its Officers within one month after this management statement is registered. The Committee:

- (a) may appoint a person (if they are eligible for appointment) to hold the position of one or more Officer;
- (b) may appoint new Officers at any time; and
- (c) must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

**2.15 Vacating the position of an Officer**

An Officer must vacate their position as an Officer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;
- (c) the Committee appoints a replacement Officer to fill their position; or
- (d) they resign in writing from their position. They must serve notice on the Committee of their resignation and the date from which it will become effective.

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## 2.16 Exercising functions by Officers

An Officer must perform their functions according to this management statement, the Conveyancing Act, the Management Act (if applicable) and the Development Act (if applicable) and the directions of the Committee.

## 2.17 The Secretary


In addition to the functions elsewhere in this management statement, the functions of the Secretary are:

- (a) to convene meetings and Emergency Meetings;
- (b) to prepare and distribute notices, agendas and minutes for meetings and Emergency Meetings;
- (c) to serve notices for the Committee;
- (d) to answer communications sent to the Committee;
- (e) to perform administrative and secretarial functions for the Committee;
- (f) to keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act (if applicable); and
- (g) to make the books and records of the Committee available for inspection according to clause 2.20.

## 2.18 The Treasurer

In addition to the functions elsewhere in this management statement, the functions of the Treasurer are:

- (a) to prepare budgets for the Administrative Fund and Capital Works Fund;
- (b) to prepare Outstanding Levy Certificates;
- (c) to prepare (or arrange for the preparation of) financial statements;
- (d) to prepare (or arrange for the preparation of) audit reports;
- (e) to send notices of Administrative Fund and Capital Works Fund contributions to Members;
- (f) to collect contributions from Members;
- (g) to receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (h) to pay accounts; and

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- (i) to keep accounting records for the Committee.

### 2.19 The Chairperson

The function of the Chairperson is to preside at each Meeting and Emergency Meeting at which the Chairperson is present. If the Chairperson does not attend a Meeting or an Emergency Meeting, the persons present at the meeting may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

### 2.20 Inspecting the books and records


- (a) A Member, an Owner or an Occupier (or a person authorised in writing by them) may inspect the books and records of the Committee.
- (b) The procedure for inspecting the books and records of the Committee is:
  - (i) the applicant must apply in writing to the Secretary; and
  - (ii) the applicant must pay the Committee an inspection fee of \$30.00 for the first hour of the inspection and \$15.00 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an Owners Corporation).
- (c) The Secretary must allow an applicant to inspect its books and records within 10 business days after the applicant makes a written Application and pays the inspection fee.
- (d) At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the Secretary agrees.

### 2.21 Who may apply for a certificate?

If you are a Member, you or a person authorised in writing by you may apply for an Outstanding Levy Certificate.

### 2.22 Obtaining an outstanding levy certificate

- (a) The procedure for obtaining an Outstanding Levy Certificate is:
  - (i) the applicant must apply in writing to the Treasurer; and
  - (ii) the applicant must pay the Committee a fee of \$99.00 (or other amounts for a certificate under section 184 of the Management Act).
- (b) The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the Application:
  - (i) the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;


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- (ii) the amount of the regular periodic Capital Works Fund contributions and the period for which the contributions are payable;
  - (iii) the amount of any unpaid Administrative Fund contributions or Capital Works Fund contributions;
  - (iv) any amount recoverable for work carried out by the Committee on behalf of the Member in an emergency;
  - (v) any amount and rate of interest payable to the Committee under this management statement; and
  - (vi) any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.
- (c) The Treasurer must provide an Outstanding Levy Certificate within 10 business days after receiving an Application.
- (d) An Outstanding Levy Certificate is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in Infinity by Crown Group.

### 2.23 Keeping books and records

The Committee must keep books and records relating to the exercise of its functions according to this clause. The books and records which the Committee must keep include, without limitation:

- (a) an up-to-date copy of this management statement;
- (b) its agreement with the Strata Manager;
- (c) its agreement with the Facilities Manager;
- (d) its agreements with Service Providers, contractors, tradespersons and any other persons in relation to Shared Facilities;
- (e) an up-to-date record of address and other details for each Member, Representative and Substitute Representative provided by Members according to clause 4.1;
- (f) notices and minutes of meetings and Emergency Meetings;
- (g) voting papers for meetings and Emergency Meetings;
- (h) financial statements;
- (i) copies of Outstanding Levy Certificates;
- (j) audit reports;

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- (k) budgets;
- (l) notices served on the Committee;
- (m) correspondence sent to and by the Committee;
- (n) insurance records;
- (o) drawings and plans submitted and approved by the Committee under this management statement; and
- (p) all other records relating to the administration and operation by the Committee of Infinity by Crown Group.

**2.24 How long are records kept?**

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

**3. Meeting procedures and voting rights**

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**3.1 Conducting a Meeting or Emergency Meeting**

Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate Meetings and Emergency Meetings as it thinks fit.

**3.2 Quorum for a meeting**

A quorum must be present at a Meeting or Emergency Meeting before the Committee may vote on any motions. A quorum for a Meeting or an Emergency Meeting is the Representatives or Substitute Representatives representing all Members entitled to vote.

**3.3 Failure to obtain a quorum**


If a quorum is not present within 30 minutes after a Meeting or Emergency Meeting is due to commence, the Committee must adjourn the Meeting or Emergency Meeting to a time and place determined by the Chairperson at the Meeting or Emergency Meeting.

**3.4 Notice of adjourned meetings**

If a Meeting or Emergency Meeting is adjourned, the person who convened the Meeting or Emergency Meeting must give notice of the adjournment to each Member entitled to vote at least five business days before the adjourned Meeting or Emergency Meeting is due to be held.

**3.5 Quorums at adjourned meetings**

A quorum at an adjourned Meeting or Emergency Meeting is:

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- (a) the Representatives or Substitute Representatives representing all Members entitled to vote; or
- (b) the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the meeting is due to commence.

**3.6 Attendance at a meeting**

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

**3.7 Special provisions for meetings held in writing**

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

- (a) the person who convenes the Meeting serves notice of the Meeting according to this management statement;
- (b) the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
- (c) the required Members or 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.

**3.8 How to cast a vote at an Emergency Meeting**

A Member entitled to vote may cast a vote at an Emergency Meeting:


- (a) by telephone to the current telephone numbers of the person who convened the Emergency Meeting;
- (b) personally to the person who convened the Emergency Meeting; or
- (c) by post or fax to the Current Address or Current fax Number of the person who convened the Emergency Meeting.

**3.9 Minutes of meetings**

If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the meeting to each Member entitled to vote within ten business days after the meeting.

**3.10 Voting**

At all meetings of the Committee, the Members, being each Owner of a Stratum Lot or an Owners Corporation, provided they are not a Member in Default, are entitled through their representative to vote and will each have one vote.

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**3.11 Voting rights**

- (a) The representative of a Member in Default cannot vote at a meeting but can attend and address the meeting.
- (b) A Member's representative must exercise a vote at a meeting in accordance with the direction of the Member who appointed the representative.
- (c) The chairperson does not have a casting vote at meetings of the Committee.

**3.12 Appointment**

The Committee may by Unanimous Resolution appoint one or more of its members to perform any Committee powers, authorities, duties or functions.

**3.13 Delegation**

The Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager or the Facilities Manager.

**3.14 Records**

- (a) The Committee must distribute minutes of its meetings to the Members within 10 days after the meeting.
- (b) The Committee may set a procedure for inspecting and for obtaining copies of the records of the Committee.

**3.15 Decisions**


The Committee may make decisions only:

- (a) according to this management statement;
- (b) at a properly convened meeting of the Committee; and
- (c) by Ordinary Resolution or Unanimous Resolution.

**3.16 Ordinary Resolution**

The matters that the Committee must decide by Ordinary Resolution are:

- (a) appointing or terminating the appointment of a Strata Manager or Facilities Manager;
- (b) appointing or terminating the appointment of a service provider to the Committee;
- (c) entering into contracts of insurance;
- (d) making Rules;

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- (e) establishing the administrative fund for the day to day costs of operating and maintaining Shared Facilities, insurance costs and administrative costs and determining contributions for their fund; and
- (f) establishing the sinking fund for the Shared Facilities and determining contributions for that fund.

### 3.17 Unanimous Resolution

The matters that the Committee must decide by Unanimous Resolution are:

- (a) amending, adding to or repealing all or any part of this management statement;
- (b) repaying all or part of the Committee's funds to Members;
- (c) changing architectural or landscape standards pursuant to clause 12;
- (d) amending, modifying or adding a Shared Facility; and
- (e) changing, adding to or adjusting the division of costs for any Shared Facility;

provided that any Member who does not have the benefit of or does not contribute to the costs of any Shared Facility does not have a vote for the purposes of any Unanimous Resolution about that Shared Facility.

## 4. Rights and obligations

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### 4.1 What contact details must Members provide to the Committee?


Members must provide the Committee with the following contact details:

- (a) their current address and the current addresses for their Representative and Substitute Representative;
- (b) their current fax number and the current fax number for their Representative and Substitute Representative;
- (c) their current e-mail address and the current e-mail address for their Representative and Substitute Representative; and
- (d) for an Owners Corporation, the name, telephone number, current address, current fax number and e-mail address of your strata managing agent.

### 4.2 Compliance by Members

- (a) The Members must:
  - (i) comply promptly with their obligations under this management statement and the Act;




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- (ii) pay promptly their respective contributions for Shared Facilities and any other payments due under this management statement;
  - (iii) effect and maintain the Insurances required by this management statement and the Act;
  - (iv) implement decisions of the Committee;
  - (v) ensure that the Building is effectively managed to a standard appropriate to its permitted use;
  - (vi) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
  - (vii) not interfere with services used by a Member or Occupiers bound by this management statement;
  - (viii) not alter the architectural or landscape standards of the Building unless the alteration is supported by Unanimous Resolution;
  - (ix) not release, vary or modify the Easements created to drain water or sewerage serving the Building without the prior written approval of Sydney Water; and
  - (x) comply with the Easements.
- (b) Each Member will be responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and will release that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.
- (c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an Owners Corporation, each owner of a lot in a Strata Scheme) to comply with this management statement and the Easements.

#### **4.3 Rights of Access over parts of the Building**

- (a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member, Owner or Occupier.
- (b) The Owners Corporations must allow the other Members, Owners and Occupiers the use of common property in their Strata Scheme for access to or from another Stratum Lot or Strata Lot or another part of their Stratum Lot.
- (c) For the purposes of clause 4.3(a) and (b) the Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

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**4.4 Access to Shared Facilities**

- (a) Each Member must give the Committee access to maintain, repair and replace Shared Facilities located in the common property of a Strata Scheme or a Stratum Lot.
- (b) The Committee must give reasonable notice to a Member before it requires access to that Member's common property to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Committee may gain access under this clause 4.4 to the common property of a Member's Strata Scheme or Stratum Lot only:
  - (i) during the hours reasonably agreed to by the relevant Member; and
  - (ii) according to the reasonable requirements of the relevant Member.

**4.5 Agreement to Shared Costs**

- (a) The Members agree to the apportionment of Shared Costs as set out in Schedule 2.
- (b) The Members acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.


**4.6 Nature of obligations**

The obligations of the Members under this management statement are joint and several.

**4.7 Submissions by Members**

A Member who is not a Member in Default has the right to submit to the Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary Schedule 2;
- (d) alter any external area of the Building;
- (e) amend this management statement;
- (f) replace the Strata Manager or the Facilities Manager or appoint a new Strata Manager or Facilities Manager; and
- (g) consider any other matter or thing to which this management statement has application.

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#### 4.8 Access

Despite any other provision of this management statement, if access is required to a Lot by the Committee or any Member, the party that requires access must:

- (a) only access the Lot at reasonable times outside of the trading hours (if applicable) of the Owner or Occupier;
- (b) give the Owner at least 72 hours written notice specifying the work to be undertaken (except in an emergency, where no prior notice by the Committee is required, but as soon as reasonably practicable after the entry the Committee must give written notice of such entry);
- (c) if required by the Owner (and the Owner makes a representative available at the appointed time), accompanied by a representative of the Owner;
- (d) cause as little disturbance to use of the Lot, and the business carried on from it, as is reasonably possible in the circumstances; and
- (e) repair immediately any damage caused to the Lot (including the Owner or Occupier's fixtures and fittings).

### 5. Dispute resolution

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#### 5.1 First resort


If a dispute arises between the Members in connection with a provision of this management statement or the administration of the Shared Facilities or the Building, then that dispute must be dealt with in accordance with this clause 5 and no Member may pursue any action with the Consumer, Trader and Tenancy Tribunal, New South Wales or pursue any other legal process or arbitration until the dispute has been determined under this clause.

#### 5.2 Notice requirements

If:

- (a) one or more Members have given to the other Members notice of a dispute in connection with this management statement (**Notice**); and
- (b) the Members are unable in good faith to settle the dispute within 14 days after the Notice has been given (and in that regard the Members are obliged to have direct dealings with each other either by a meeting or a telephone conference);

then a Member may by notice to the other Members require the dispute to be referred to an independent expert (**Expert Notice**).

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**5.3 No agreement**

If all the Members cannot agree on such an expert within 7 days of the Expert Notice, the expert will be nominated by the president of the relevant institute for determining such expert. If all the Members cannot agree on the most appropriate institute, the institute will be nominated by the chair for the time being of the New South Wales chapter of Resolution Institute.

**5.4 Expert**

The person agreed to or appointed is to act as an expert and not as an arbitrator.

**5.5 Conducting expert determination**

If the parties cannot agree on the Rules for the conduct of the expert determination, then the expert is to determine the Rules and notify the parties accordingly.

**5.6 Expert determination**

The expert:

- (a) is not bound to observe the Rules of natural justice or the Rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties;  
and
- (c) must determine the dispute and give written reasons for the determination within fifteen Business Days of being appointed.

**5.7 Written submissions**

The Members in dispute may make written submissions to the expert regarding the dispute and must give to the expert all relevant information within 5 Business Days of the expert's written request.

**5.8 Binding effect**


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

**5.9 Expert determination about Shared Facility costs**

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

**5.10 Costs**

The cost of the expert's decision will be borne by those Members in such shares as the expert determines. Each party must pay its own costs in connection with the dispute.

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## 6. Service of notices

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### 6.1 Methods of serving notices

A notice or communication under this management statement must be in writing and must be:

- (a) delivered personally to the addressee;
- (b) left at the current address of the addressee;
- (c) sent by pre-paid ordinary post to the current address of the addressee;
- (d) sent to the current e-mail address of the addressee; or
- (e) sent to the current fax number of the addressee.

### 6.2 When does a notice take effect?

A notice or communication takes effect from the later of:

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


### 6.3 When is a posted notice received?

A notice or communication sent by pre-paid post to the current address of the addressee is received on the third Business Day after it is posted.

### 6.4 When is a fax or email received?

A fax or email is received:

- (a) on the date of a transmission report from the machine or email account that sent the fax or email that shows the whole fax or the email was sent to the current fax Number or current email address of the addressee;
- (b) if the fax to the current fax Number of the address after 5:00pm, on the next Business Day; or
- (c) if the fax is sent to the current fax Number of the addressee on day which is not a Business Day, on the next Business Day.

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## Part C

### Other matters

#### 7. Strata Manager and Facilities Manager


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##### 7.1 The Strata Manager

- (a) The Committee may appoint a Strata Manager to assist it to perform its functions under this management statement.
- (b) The Committee may require the Strata Manager to:
  - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
  - (ii) effect and maintain the Insurance on behalf of the Members;
  - (iii) implement decisions made by the Committee;
  - (iv) prepare a plan for any refurbishment works or any other Works;
  - (v) carry and maintain licences required by law to be a strata managing agent;
  - (vi) carry out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility.
- (c) If the Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager which clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

##### 7.2 The Facilities Manager

- (a) The Committee may appoint, negotiate and enter into an agreement with the Facilities Manager to provide management and operational services for the Building.
- (b) The Committee may require the Facilities Manager to carry out the following duties under the agreement referred to in clause 7.2(a):
  - (i) caretaking, supervising and servicing Shared Facilities and the Building generally;

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- (ii) ensuring the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
- (iii) carrying out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility;
- (iv) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
- (v) preparing plans for any refurbishment works or any other Works;
- (vi) providing services to the Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;
- (vii) supervising the Committee's employees and contractors; and
- (viii) carrying out any other task that the Committee agrees is necessary for the operation and management of the Building.

## 8. Insurance

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### 8.1 Statutory insurance

The Committee must effect building insurance for Infinity by Crown Group in accordance with the Conveyancing Act or the Management Act (whichever is applicable).


### 8.2 Required insurances

In addition to its statutory obligation to effect building insurance, the Committee must also:

- (a) effect machinery breakdown insurance for Shared Facilities plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 161 of the Management Act for an Owners Corporation;
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

### 8.3 Optional insurances

The Committee may effect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.

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**8.4 Valuations**

Subject to the Management Act and the Conveyancing Act, the Committee must have Infinity by Crown Group valued for insurance purposes at least every five years according to section 160 of the Management Act as if a Strata Plan had been registered for a Stratum Lot. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of five years experience; and
- (b) experience in valuing for insurance purposes buildings like Infinity by Crown Group.

**8.5 Building sum insured**

The Committee must insure Infinity by Crown Group for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

**8.6 Regular review of insurances**

Each year the Committee must:

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

The Secretary must include a motion on the agenda for a Meeting to determine these matters.

**8.7 Insuring for new risks**

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

**8.8 Insurance records**


The Committee must:

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

**8.9 Payment of building damage insurance premium**

Despite any other provision of this management statement, the insurance premium for the building damage and destruction policy effected according to the Conveyancing Act, must



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be apportioned between the Owners under the section 162(2) of the Management Act as if a Strata Plan had been registered for a Stratum Lot.

**8.10 Insurance claims affecting only one Stratum Lot or Strata Scheme**

If a claim made under an insurance policy effected by the Committee relates only to one Stratum Lot or Strata Scheme and is caused solely by an event emanating from within that Stratum Lot or Strata Scheme as a result of an act or omission of an Owner or Occupier of, or invitee to, that Stratum Lot or Strata Scheme the Member who owns that Stratum Lot or Strata Scheme must pay any insurance excess payable in respect of that claim.

**9. Shared Facilities and costs**

**9.1 Shared Facilities**


Subject to the description of each Shared Facility in Schedule 1, Shared Facilities include the:

- (a) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but exclude any of those things which exclusively service one Member's part of the Building;
- (b) any rooms or areas in which Shared Facilities are located;
- (c) any area located in a Member's property that is used by another Member;
- (d) maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (g) inspection of Shared Facilities (if applicable) by Government Agencies; and
- (h) certification of Shared Facilities for the purposes of the law.

**9.2 Costs of Shared Facilities**

Subject to the description of Shared Facilities in Schedule 1, costs relating to Shared Facilities include costs for:

- (a) the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (b) parts or consumables used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities;

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- (c) the inspection of Shared Facilities (if applicable) by Government Agencies;
- (d) labour used in the maintenance, preventative maintenance, repair, operation, cleaning and replacement of Shared Facilities; and
- (e) the certification of Shared Facilities for the purposes of the law.

**9.3 Contribution to Shared Costs**

- (a) The Members must contribute to the Shared Costs in the proportions referred to in Schedule 2.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in Schedule 2 and are appropriate.

**9.4 Estimate of Shared Costs**

- (a) The Committee must estimate how much money it will need for each 12 month period in advance to pay the Shared Costs incurred under this management statement.
- (b) The estimate referred to in clause 9.4(a) must be made no later than 30 days after the registration of this management statement and after that, as required by the Committee.

**9.5 Contributions to Shared Costs**


- (a) The Committee must impose a contribution on each Member being each Member's Share of the relevant estimate under clause 9.4(a) by written notice and each Member must pay the contribution within the time specified for payment in the notice.
- (b) If there is no apportionment for the cost of Shared Facility in schedule 2 and costs are incurred for that Shared Facility, the Committee may determine the apportionment by Unanimous Resolution.

**9.6 Additional expenses contribution**

If the Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with clause 9.5, then it must impose a further contribution on each Member to meet the additional expenses as determined by the Committee in accordance with the appropriate formula for allocation.

**9.7 Establishing accounts**

- (a) The Committee may establish 2 accounts for contributions to Shared Costs:
  - (i) a capital works fund to pay for renewals and replacement of Shared Facilities; and

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(ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.

(b) The Committee must levy the first contribution within two months after this management statement is registered.

(c) The Committee must budget and levy sufficient contributions for its funds under clause 9.7(a) to comply with its obligations under this management statement.

### 9.8 Accounting

(a) Within 2 months after the expiration of each 12 month period referred to in clause 9.4(a), the Committee must provide to each Member a duly audited report comprising but not limited to:

(i) a statement of income and expenditure;

(ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and

(iii) particulars of any arrears of contributions.

(b) The Committee must open a bank/building society account and pay into it all amounts received under this clause 9. Withdrawals from that account must only be used for purposes permitted under this management statement or in accordance with a Unanimous Resolution authorising an expenditure of money.

(c) The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:

(i) credit it to one of the Committee's accounts; or

(ii) pay it to the Members in shares decided by the Committee.


### 9.9 Dealing with surplus funds

If there are surplus funds in any fund established under clause 9.5, the Committee may by Unanimous Resolution distribute them between the Members in the shares decided by the Committee, having proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

### 9.10 Member in Default

If a Member fails to pay a contribution imposed under either clauses 9.5 or 9.6, it will then be a Member in Default and:

(a) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Committee) as a debt due and owing; and

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- (b) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered without deduction of any costs or expenses incurred in such recovery and the Committee will decide what proportion of interest at the Default Rate payable under clause 9.10(a) (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;
- (c) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Committee.

#### **9.11 Failure to provide information**

- (a) The Committee may do anything under this clause 9 which in the opinion of the Committee, a Shared Facility Member has not done or not done properly.
- (b) If the Committee exercises a function under clause 9.11(a) the Shared Facility Member must reimburse the Committee for its costs in exercising the function.

### **10. Alterations to Shared Facilities and Shared Costs**

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#### **10.1 Acknowledgment**

The Members acknowledge that Schedule 1 and Schedule 2 may need to be amended if:

- (a) additional Shared Facilities are identified;
- (b) any of the Shared Facilities are modified or replaced;
- (c) there are any alterations to the Building;
- (d) there are any variations in the usage of the Shared Facilities;
- (e) the Shared Costs in Schedule 2 result in a manifestly unfair allocation of Shared Costs between relevant Members; or
- (f) changes to legislation require it.

#### **10.2 Alterations to Shared Facilities**

- (a) The Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and such when carried out will be treated as amending Schedule 1 and Schedule 2 in the appropriate way.
- (b) When the Committee varies, modifies, alters or adds to a Shared Facility, the Committee must review that allocation of Shared Costs in respect of the Shared Facility that is varied, modified, altered or added to ensure the allocation of Shared Costs in respect of those Shared Facilities is or remains fair.

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**10.3 Alterations to Shared Costs**


The Committee may vary a Member's Share if there is a change in that Member's usage of the Shared Facilities.

**10.4 Periodic review of Shared Costs**

- (a) The Committee must, at least once every five years, review the allocation of Shared Costs for each of the Shared Facilities to ensure that the allocation of Shared Costs remains fair.
- (b) If following the review the Committee determines that the Shared Costs for any Shared Facility are not fairly allocated or if any Member is of the view that the Shared Costs for any Shared Facility that they pay for are not fairly allocated, then:
  - (i) if all Members who pay for a Shared Facility agree on a new allocation of Shared Costs for the Shared Facility, the Committee must amend Schedule 2 accordingly and with effect from the next period for payment of Administrative Fund and Capital Works Fund contributions; or
  - (ii) if all Members who pay for a Shared Facility do not agree on a new allocation of Shared Costs for any Shared Facility or Shared Facilities, the Committee must promptly engage an expert to prepare a report on the allocation of the costs of each of those Shared Facilities based on the nature of the Shared Facility and any available information about the use of the Shared Facility over the prior three years and to recommend any necessary changes to Shared Costs. If the expert report recommends that the allocation of Shared Costs for a Shared Facility should be changed then the Committee must adopt the recommendation of the expert and amend Schedule 2 accordingly.
- (c) If a Member who pays for a Shared Facility disputes the expert's recommendation about the Shared Facility, the Member may within 30 days of the date of the experts report issue a dispute notice under clause 5 ("Dispute resolution") in which event the dispute resolution provisions in clause 5 ("Dispute resolution") will apply to the determination of the allocation of the Shared Costs with respect to the relevant Shared Facility.
- (d) The Committee must promptly amend Schedule 2 to record any changes to Shared Costs pursuant to this clause 10.4 ("Periodic review of Shared Costs") and register the amendment.

**10.5 Rights of Members to change Shared Facilities**

Despite any other provision of this management statement to the contrary, a Member may make at the Member's cost the additions, changes and extensions ("**Changes**") to Shared Facilities on registration of a subdivision plan for a Stratum Lot (including a Strata Plan) if:

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- (a) the Change to be made does not result in a Stratum Lot (owned by another Owner) suffering a permanent material reduction in its rights to use each relevant Shared Facility ; and
- (b) any variation of the apportionment of costs for each relevant Shared Facilities does not result in a Stratum Lot (owned by another Owner) bearing a materially higher proportion of costs for that Shared Facility after the Change; or
- (c) in any other case, the Member obtains the approval of the Committee given by Ordinary Resolution.

Members must without delay do all things reasonably necessary to enable a Change to be made according to this clause.

## **11. Maintenance of Shared Facilities, the Building and redevelopment**

### **11.1 Member to maintain**

Members must maintain, repair and where necessary replace the Shared Facilities forming part of that Member's Strata Scheme or Stratum Lot.

### **11.2 Committee may maintain**


The Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under the Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot). If the Committee carries out maintenance, repair or replacement of Shared Facilities (being part of a Member's Strata Scheme or Stratum Lot) it must pay for the repair and maintenance out of money standing in the accounts referred to in clause 9.7.

### **11.3 Committee may direct maintenance**

The Committee may direct, by notice in writing, a Member ordinarily responsible under Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot) to carry out maintenance, repair and replacement of any Shared Facilities referred to in the notice. If the Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Committee must pay the full cost to the Member out of money standing in the accounts referred to in clause 9.7 as and when the cost becomes due for payment.

### **11.4 Committee's obligations when carrying out works**

When carrying out any works to the Shared Facilities the Committee must comply with all obligations under this management statement (including without limitation clauses 20.6 and clause 21.2) that apply to Members and Owners when carrying out works under this management statement.

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### 11.5 Members responsible for own Stratum Lot

Each Member must:

- (a) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Member's Strata Scheme or Stratum Lot;
- (b) properly maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part the Building which they own;
- (c) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Member's Strata Scheme or Stratum Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition;
- (d) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Building Facilities; and
- (e) allow the other Members at reasonable times on reasonable notice to enter their Strata Scheme or Stratum Lot to access items within their own Strata Scheme or Stratum Lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access their Strata Scheme or Stratum Lot or another Strata Scheme or Stratum Lot to exercise rights or preform obligations pursuant to any easement.

### 11.6 Failure of Member to carry out its obligations

- (a) If the Member does not carry out its obligations under clause 11.5 then the Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 11.5, including:
  - (i) carrying out work on the Member's Stratum Lot or Strata Scheme to do anything the Member has failed to do under clause 11.5;
  - (ii) enter the Member's Stratum Lot or Strata Scheme with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this clause, the Committee must:
  - (i) ensure that all work is done properly;
  - (ii) cause as little interference as practical to any occupier of the Member's Stratum Lot or Strata Scheme;


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- (iii) cause as little damage as possible to the Member's Stratum Lot or Strata Scheme and any improvements on it; and
  - (iv) If damage (being damage arising because the Member's Stratum Lot or Strata Scheme has not complied with clause 11.5) is caused, restore the Member's Stratum Lot or Strata Scheme as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Committee must:
- (i) before exercising its rights under clause 11.6(a), by written notice, give the Member a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;
  - (ii) give the Member reasonable notice of intention to enter the Member's Stratum Lot or Strata Scheme.
- (d) The Committee may recover any expense it incurs under this clause 11.6 from the relevant Member as a debt, and may include that expense in the Administrative Fund contributions payable by that Member.

#### 11.7 Upgrading and redevelopment

- (a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this management statement, the Building will require upgrading from time to time, and the Building may need to be redeveloped.
- (b) If the Committee by Ordinary Resolution resolves to upgrade or redevelop the Building, the Committee must procure the preparation of concept plans, indicative costings and a funding proposal for consideration by the Members.
- (c) Within 42 days after the Committee submits the upgrade or redevelopment proposal to the Members, the Committee must meet to resolve whether or not to implement the proposal.
- (d) If the Committee resolves by Special Resolution to implement the upgrade or redevelopment proposal, the Committee must apply for any approvals required for the upgrade or redevelopment works and engage contractors to perform the works. The Members must do all things reasonably necessary to enable the Committee to obtain these approvals, raise finance to fund the works and engage contractors, the Members must, as and when required, contribute any funding required of them in connection with the upgrade or redevelopment works.
- (e) Each member may, in its absolute discretion and at its sole cost, upgrade or redevelop their Strata Scheme or Stratum Lot.
- (f) The Members agree to not unreasonably withhold their consent to any application by a Member to carry out any upgrading or redevelopment work, provided the proposed upgrading or redevelopment works are in accordance with the requirements of Sydney City Council, any other Government Agency having



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jurisdiction and any architectural standards, maintenance manual or similar document adopted by the Committee for the Building.

- (g) When undertaking any redevelopment under this clause, the Members must comply with their obligations under this management statement that apply to Members when carrying out Works.

## **12. Architectural and landscape standards**

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### **12.1 Architectural and landscape standards**

- (a) The Committee may by Unanimous Resolution adopt architectural and landscape standards for the Building.
- (b) The Members must comply with the architectural and landscape standards.
- (c) The Committee may amend, modify or add to the architectural or landscape standards by Unanimous Resolution.
- (d) Only a representative of a Member whose Strata Scheme or Stratum Lot common property will be directly affected by an amendment, modification or addition to architectural or landscape standards may vote in a resolution regarding those matters.
- (e) A person bound by these standards may apply to the Committee to change the standards by the procedures for application set from time to time by the Committee.
- (f) The Committee's review and decision on applications for amendment, modification or additions to the standards are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain a consent under the relevant Strata Scheme by-laws or from any relevant statutory authority.

## **13. Telecommunications equipment**

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- (a) The Members and Owners acknowledge that from time to time there may be located on the roof of the Building and at various locations throughout the Building telecommunications equipment including but not limited to aerials, antenna, microwave dishes together with associated cables, pipes and wires which must be installed with the approval of all the relevant statutory authorities and the Committee.
- (b) The Members and Owners acknowledge that they may derive benefit or use from such telecommunications equipment and agree not to make any objection or claim in relation to that equipment.

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## 14. Power to make Rules

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### 14.1 Committee to make rules

The Committee has the power to make Rules regarding access to Shared Facilities by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with the Rules.

### 14.2 Inconsistencies

If there is any inconsistency between this management statement and an easement to use and access a Shared Facility, this management statement prevails to the extent of the inconsistency.

## 15. Provision of services

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### 15.1 What are the powers of the Committee?


Subject to sub-clause 15.2, the Committee has the power to supply or procure the supply of the following services to Members, Owners and Occupiers:

- (a) electricity supply;
- (b) gas supply;
- (c) hot, cold and non-potable water supply;
- (d) Embedded Network Services;
- (e) Embedded Network Customer Services;
- (f) Embedded Network management services; and
- (g) any other supply or service.

### 15.2 When can the Committee supply services?

The Committee has the power to supply or procure the supply of the services referred to in clause 15.1 to Members, Owners or Occupiers if:

- (a) it decides to do so by Ordinary Resolution; and
- (b) there would be significant cost savings if the Committee purchases the service in bulk and supplies to its Members, Owners or Occupiers; or
- (c) the Committee reasonably determines it would be beneficial to the operation and management of the Building for the Committee to supply the service; or
- (d) a Member, Owner or Occupier asks the Committee to supply the service.

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**15.3 Power to enter into contracts**

To give effect to a resolution contemplated in clause 15.2, the Committee has the power to:

- (a) enter into contracts and agreements with the providers of services;
- (b) appoint and enter into agreements with Embedded Network Suppliers for the installation of Embedded Networks in the Building and for the supply of Embedded Network Services to Infinity by Crown Group generally and to Stratum Lots, Strata Schemes and Strata Lots; and
- (c) enter into agreements for the supply of Embedded Network Customer Services to Infinity by Crown Group generally and to the Committee, and to Occupiers of Stratum Lots, Strata Schemes and Strata Lots and to Occupiers.

**15.4 Members' obligations**

- (a) If the Committee enters into any agreement contemplated in this clause 15 (Provision of services), each Member must promptly do all things necessary to enable the Committee to enter into, perform and give effect to the agreement and to enter into any agreements (including leases, licences and easements) and execute any documents related to any such agreement.
- (b) If a Member enters into any agreement for an Embedded Network Service or other service contemplated in this clause 15 (Provision of services), the Member must ensure the agreement is not inconsistent with any agreement entered into by the Committee and would not cause the Committee to be in breach of any agreement entered into pursuant to this clause 15 (Provision of services).

**15.5 Disconnecting a service**


The Committee has the power to disconnect a service to a Member, an Owner or an Occupier who does not pay the Committee for the service according to this management statement only in the following circumstances:

- (a) if the disconnection does not interfere with the provision of that service to another Member, Owner or Occupier who has paid the Committee for the service; and
- (b) reasonable notice has been given to the Member, Owner or Occupier whose service is being disconnected.

**15.6 Matters the Committee must take into account**

In considering whether to supply a service to Members, Owners or Occupiers the Committee must determine:

- (a) how it will recover costs from Owners and Occupiers who may connect to the service (who are not Members);
- (b) how the service will be metered; and

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(c) whether the service will be a Shared Facility.

### 15.7 Provision of personal information

The Committee may, to the extent reasonably necessary, provide personal information of Owners and Occupiers in any component of Infinity by Crown Group to any Embedded Network Service provider or other provider of a service contemplated in this clause, and Owners Corporations may, and must on request by the Committee, provide personal information of Owners and Occupiers in their Strata Scheme to the Committee for provision to an Embedded Network Service provider or other provider of a service. Owners and Occupiers in Infinity by Crown Group consent to their personal information being provided as contemplated in this clause.

## 16. Using approved contractors

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### 16.1 Overview

Many of the Shared Facilities in the Building are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors and consultants approved by the Committee may do structural building works and maintain or replace Shared Facilities.

### 16.2 Obligations of Committee

- (a) The Committee must:
  - (i) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building works; and
  - (ii) give each Member a list of current approved contractors and consultants.
- (b) The Committee may make a decision to approve a contractor or consultant in its absolute discretion.

### 16.3 Obligations of Members, Owners and Occupiers


Member, Owners and Occupiers must only use contractors approved by the Committee for all work described in this clause 16.

## 17. Damage to Shared Facilities

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Members, Owners and Occupiers must:

- (a) use Shared Facilities only for their intended purposes;

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

## 18. Restricting access to Shared Facilities

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Subject to this management statement, the Committee may restrict access to Shared Facilities.

## 19. Access to the Building

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### 19.1 Access through secured areas

If boom gates or other access control or security devices are installed by a Member that prevents the exercise of a right of access by a Member, Owner or Occupier to their Stratum Lot or Strata Lot, the member must provide the Committee with security keys that enable the relevant Members, Owners and Occupiers to exercise their right of access to their respective lots at all times.

### 19.2 Members, Owners and Occupiers rights and obligations

Members, Owners and Occupiers must:


- (a) take all reasonable steps not to lose security keys and access control devices;
- (b) return security keys and access control devices to the Committee if they are not needed;
- (c) notify the Facilities Manager immediately if a security key or access control device is lost; and
- (d) comply with the reasonable instructions of the Facilities Manager or Committee about security keys and, in particular, about re-coding and returning security keys and access control devices.

Members, Owners and Occupiers must not:

- (a) copy a security key or access control device; or
- (b) give a security key or access control device to someone who is not a Member, an Owner or an Occupier;

### 19.3 Who owns security keys?

Security keys and access control devices belong to the Committee.

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#### 19.4 Managing the security key system

The Committee will keep an up-to date register of the persons holding security keys and access control devices.

### 20. Restriction on Works

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#### 20.1 Member must not carry out Works

A Member must not carry out Works at the Building unless:

- (a) the Works have been approved by the Committee under this part (which approval must not be unreasonably withheld, provided that the applicant complies with the requirements of this part); and
- (b) all necessary approvals are obtained by Government Agencies.

#### 20.2 Carrying out Works

All Works must be done strictly in accordance with:

- (a) any approvals for those Works given by the Committee and Government Agencies according to this management statement; and
- (b) all laws (including all environmental laws).

#### 20.3 When to apply for Government Agency approval

A Member must not apply for Government Agency approval to carry out Works until the Member has obtained Committee approval.

#### 20.4 Members must apply to Committee to carry out Works


If a Member proposes to carry out any Works the Member must:

- (a) lodge an application with the Committee that complies with clause 24.5 and obtain the Committee's approval for the application before it commences any Works; and
- (b) comply with the reasonable requirements of the Committee in carrying out the Works.

#### 20.5 Applications

Applications for Committee approval must be:

- (a) submitted by the Member or the Member's nominee or agent in writing;
- (b) submitted to the address for service of the Committee, which is the secretary's address; and

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- (c) accompanied by 2 copies of, if applicable:
- (i) building plans (including elevations and cross sections) and specifications relevant to the Works;
  - (ii) the descriptions and samples of exterior materials and colours and external light fittings if they are available;
  - (iii) a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
  - (iv) a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of the Building.

#### 20.6 Minimum requirements for Works

The Works must not:

- (a) adversely affect the Building;
- (b) at any time, affect the quiet enjoyment of the Owner and Occupiers of the other Stratum Lots; and
- (c) result in an increase in the amount paid by the other Members with respect to Shared Facilities.

#### 20.7 Additional information

The Committee may require an applicant Member to give additional information to clarify details in the application or the criteria that the Committee must assess when it considers the application. The Committee must make a request for additional information within 10 business days of receiving the application. The applicant Member must supply the additional information as soon as reasonably possible.


### 21. Committee approvals

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#### 21.1 Committee approval

After the Committee has considered an application it must give the applicant Member written notice approving the application (conditionally or unconditionally) or rejecting the application. The Committee must give the notice:

- (a) if the Committee does not require further information about an application, within 20 business days of receiving the application; and
- (b) if the Committee does require further information, within 10 business days after it receives the additional information.

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## 21.2 Mandatory conditions

All applications that are approved by the Committee are subject to the following conditions:


- (a) The applicant Member must pay promptly all costs, charges and expenses in connection with the Works;
- (b) The applicant Member must ensure that the Works are done:
  - (i) in a proper and workmanlike manner;
  - (ii) with good construction practices, techniques and use of good quality materials;
  - (iii) by skilled, qualified and licensed contractors, where appropriate;
  - (iv) in accordance with the requirements of any relevant Government Agency; and
  - (v) in accordance with the approval of the Committee;
- (c) The applicant Member must use all reasonable endeavours to ensure that as little disruption as possible is caused to other Members, Owners and Occupiers; and
- (d) The applicant Member must provide 'as built plans' to the Committee at completion of the Works.
- (e) The applicant Member must ensure that:
  - (i) proper and adequate access is available for the public to and from the Building at all times;
  - (ii) the method of carrying out the works keeps noise, vibration and the intrusion of dust and dirt into the Building to a minimum; and
  - (iii) the works are carried out at times which minimise (so far as is reasonably possible) disruption to the Owners and Occupiers of the Building.

## 21.3 Other conditions

Conditions imposed by the Committee may include, but are not limited to:

- (a) submission of any additional plans and specifications or such other information as required by the Committee;
- (b) changes being made to any of the items or information included in the application;
- (c) maintaining and ensuring that the applicant Member's contractors maintain:
  - (i) the insurance required by law in respect of all persons employed in connection with the Works;



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- (ii) policies for public liability insurance, professional indemnity insurance and contractors' all risk insurance with respect to the Works,

noting the interests of the Members in the policies.

- (d) compliance with all laws and requirements of Government Agencies;
- (e) approving contractors for work carried out to Shared Facilities;
- (f) payment of any costs associated with altering or amending the Shared Facilities; and
- (g) relevant indemnities for public liability.

#### 21.4 Confirmation of approval

All approvals must be signed by the secretary or, in their absence, the chairperson of the Committee.

#### 21.5 Expiry of approval

A Committee approval expires when any relevant Government Agency approval expires, or, if there are no other expiry dates, two years from the date of the Committee approval.

#### 21.6 Changes

If an applicant Member:

- (a) has obtained a Committee approval; and
- (b) obtains all necessary approvals from relevant government agencies; and
- (c) the Works have changed since the Committee approval was obtained because of the requirements of the relevant Government Agency or construction contingency,


the applicant Member must submit to the Committee, at the address for service of the Committee, which is the secretary's address, two copies of all necessary plans and sufficient information that shows or describes the extent of the changes.

#### 21.7 Non-substantial changes

If the change is not a substantial change, the information is submitted to the Committee for information only.

#### 21.8 Substantial changes

If the change is a substantial change, the Committee may modify its original approval by giving a modified approval within 10 business days after receipt of the information set out in clause 21.6 from the applicant Member.

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**21.9 Committee must act reasonably**

The Committee cannot unreasonably withhold its consent to an application or impose conditions on an approval that are not relevant and reasonable in the circumstances.

**21.10 Inspection and compliance**

This is the procedure for the inspection of Works when they are complete:

- (a) the applicant Member must notify the Committee that the Works are complete and, with the notice, give the Committee plans of the Works (if relevant);
- (b) within 5 business days of receiving the notice the Committee may inspect the Works;
- (c) subject to clause 21.11, if the Committee considers that the Works have not been completed in accordance with the Committee approval, the Committee must notify the applicant Member in writing of the non-compliance, specifying the particulars of non-compliance, within 10 business days after the inspection;
- (d) if the Committee does not inspect the Works or does not notify the applicant Member of any non-compliance within 10 business days after the inspection, the Committee is deemed to have approved the Works as completed; and
- (e) the applicant Member must remedy the non-compliance within 30 days after receiving the notice from the Committee, and then the notice and inspection procedure described in this clause applies again.

**21.11 Notice of non-compliance**

The Committee may only serve a notice of non-compliance under clause 21.10 if the non-compliance has resulted in a material adverse impact on the appearance or structural integrity of the Building or the Shared Facilities.


**21.12 Non-compliance**

If the applicant Member does not comply with clauses 20 or 21 or with any approval issued by the Committee under this part, the Committee may serve a notice on the applicant Member requiring it to remedy the non-compliance within a reasonable period set out in the notice.

**21.13 Remedy**

If the applicant Member does not remedy the non-compliance in the period set out in the notice, the Committee may:

- (a) enter any part of Infinity by Crown Group where the non-compliance has occurred; and
- (b) remedy the non-compliance; or
- (c) remove the non-complying Works; and

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- (d) recover the costs of its action under this clause as a liquidated debt from the applicant Member.

**21.14 Preventing a breach**

The Committee may take any action it considers necessary to prevent a breach of this management statement, particularly this part. For example, without limitation, it may:

- (a) require all work on the relevant part of Infinity by Crown Group to cease; or
- (b) restrict the access of the applicant Member, its agents, employees or contractors to the relevant part of Infinity by Crown Group.

**21.15 No liability of the Committee**

Neither the Committee, nor any Member of the Committee, is liable to any applicant Member for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this part unless due to the wilful misconduct, bad faith, or criminal act of the Committee or their duly authorised Representative.

**21.16 Indemnity**

The applicant Member must indemnify the Committee, any agent, employee or contractor of the Committee against all losses, claims, demands and expenses that the Committee, or any agent, employee or contractor of the Committee sustains or incurs due to the Applicant Member's non-compliance with clauses 20 and 21.

**22. Shared Facilities for the sole use of certain Members**

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**22.1 Rights of the Member**

Subject to compliance with the other provisions of this clause 22, a Member:

- (a) may at its cost operate, maintain, repair and, where necessary, replace a Shared Facility in respect of which the Member is identified in Schedule 1 as the sole user; and
- (b) gain access to the Shared Facility by the most direct route through Strata Schemes and Stratum Lots.

**22.2 Rectifying damage**

A Member must promptly rectify any damage they cause to the Building when they exercise their rights under this clause 22. If a Member fails to comply with this clause, the Committee may rectify such damage and recover the reasonable costs of rectification from the Member. Those costs must be paid within 30 days of the Committee providing the Member with an invoice for those costs and any information reasonably required to assess those costs.

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## 23. Signage


### 23.1 Hotel Signage

- (a) The signage for the Hotel Stratum and the Serviced Apartments Stratum that is located in the Hotel Signage Zone (**Hotel Signage**) is a Shared Facility for the sole benefit of the Hotel Stratum Owner.
- (b) The Hotel Stratum Owner may install, keep and operate signage in the Hotel Signage Zone and may repair, maintain and replace the signage from time to time.
- (c) The Hotel Signage includes any wires, cables, conduits or other equipment used for the passage of electricity between the Hotel Stratum and the signs comprising the Hotel Signage, which may be through other Stratum Lots or a Strata Scheme.
- (d) The Hotel Signage may only include signage displaying the name and logo of the operator of the serviced apartments hotel in the Hotel Stratum and the Serviced Apartments Stratum and the presence of the serviced apartments hotel in Infinity by Crown Group.
- (e) For the purpose of installation of Hotel Signage and for ongoing access to the Hotel Signage, the Hotel Stratum Owner will be entitled to enter, pass and repass over and across the accessible areas of the Residential Component, Retail Component, Commercial Component, Conference Component and Serviced Apartment Component, on foot and with or without tools and equipment, and will be entitled to exercise the rights, and must comply with the obligations, in easement for access the shared facilities numbered 4 in the Stratum Plan.

### 23.2 Hotel Stratum Owner's obligations

The Hotel Stratum Owner must:

- (a) ensure that it has all necessary approvals from all proper authorities for the Hotel Signage and comply with those approvals and all laws;
- (b) properly maintain the Hotel Signage in good condition and working order and all ancillary equipment servicing the Hotel Signage;
- (c) not do anything that may compromise the appearance or structural integrity of the Building façade or the boundary walls of the improvements in the Hotel Stratum or the Building;
- (d) cause as little disturbance or damage as possible to the Building and if there is any disturbance or damage restore the relevant part of the Building as nearly as practical to its original condition;
- (e) pay for all electricity used in relation to the illumination or running of the Hotel Signage; and
- (f) provide the Committee and any affected neighbouring Stratum Lot Owner or Owners Corporation with not less than seven days prior written notice of its

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intention to perform any work in relation to the Hotel Signage (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Lot Owner or Owners Corporation about the time when the Hotel Stratum Owner can access the neighbouring Stratum Lot, Strata Scheme or Strata Lot, if necessary, to perform the work.


**23.3 Conference Signage**

- (a) The signage for the Conference Stratum that is located in the Conference Signage Zone (**Conference Signage**) is a Shared Facility for the sole benefit of the Conference Stratum Owner.
- (b) The Conference Stratum Owner may install, keep and operate signage in the Conference Signage Zone and may repair, maintain and replace the signage from time to time.
- (c) The Conference Signage includes any wires, cables, conduits or other equipment used for the passage of electricity between the Conference Stratum and the signs comprising the Conference Signage, which may be through other Stratum Lots or a Strata Scheme.
- (d) The Conference Signage may only include signage displaying the name and logo of the operator of the business conducted in the Conference Stratum and the presence of the business in Infinity by Crown Group.
- (e) For the purpose of installation of Conference Signage and for ongoing access to the Conference Signage, the Conference Stratum Owner will be entitled to enter, pass and repass over and across the accessible areas of the Residential Component, Retail Component, Commercial Component, Hotel Component and Serviced Apartment Component on foot and with or without tools and equipment, and will be entitled to exercise the rights, and must comply with the obligations, in easement for access the shared facilities numbered 4 in the Stratum Plan.

**23.4 Conference Stratum Owner's obligations**

The Conference Stratum Owner must:


- (a) ensure that it has all necessary approvals from all proper authorities for the Conference Signage and comply with those approvals and all laws;
- (b) properly maintain the Conference Signage in good condition and working order and all ancillary equipment servicing the Conference Signage;
- (c) not do anything that may compromise the appearance or structural integrity of the Building façade or the boundary walls of the improvements in the Conference Stratum or the Building;
- (d) cause as little disturbance or damage as possible to the Building and if there is any disturbance or damage restore the relevant part of the Building as nearly as practical to its original condition;

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- (e) pay for all electricity used in relation to the illumination or running of the Conference Signage; and
- (f) provide the Committee and any affected neighbouring Stratum Lot Owner or Owners Corporation with not less than seven days prior written notice of its intention to perform any work in relation to the Conference Signage (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Lot Owner or Owners Corporation about the time when the Conference Stratum Owner can access the neighbouring Stratum Lot, Strata Scheme or Strata Lot, if necessary, to perform the work.

### 23.5 Retail tenancy blade signs


- (a) Subject to clauses 23.5(b), (c) and (d), the Owner and Occupiers of the Retail/Commercial Component may have and keep one perpendicular blade sign outside each retail tenancy that advertises the business operated from the retail tenancy and is either fixed to the external wall of the tenancy or is fixed to the metal elements of the underside of the footpath awning outside the relevant Lot.
- (b) Any perpendicular blade sign may only include signage displaying the name and logo of the operator of the principal business conducted in the retail tenancy and the presence of that business in Infinity by Crown Group.
- (c) The Owner and Occupiers of the Retail/Commercial Component must, at their cost, in relation to each perpendicular blade sign:
  - (i) obtain and have all necessary consents from Council or other Government Agency having jurisdiction for any sign they install;
  - (ii) properly maintain and repair the sign and keep the sign in good and safe condition;
  - (iii) comply with the requirements of Government Agencies in relation to the sign;
  - (iv) maintain, repair and, where necessary, replace the sign and any associated pipes, wires, cables and ducts;
  - (v) provide the Committee and any affected neighbouring Stratum Lot Owner, Owners Corporation or Strata Lot Owner with not less than seven days prior written notice of its intention to perform any work in the neighbouring Stratum Lot, Strata Scheme or Strata Lot in relation to the sign (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Owner about the time when they can access the neighbouring Stratum Lot, Strata Scheme or Strata Lot, if necessary, to perform the work;
  - (vi) pay for all electricity (if any) used in relation to the illumination or running of the sign;

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- (vii) promptly repair any damage they cause to the Building whilst exercising rights under this clause; and
- (viii) comply with the provisions of this management statement, as relevant, that relate to signage.
- (d) Perpendicular blade signs must not include neon lights, flashing lights, moving signs, audible messages or other sound or banner signs, and must not cause a nuisance to any Occupier of the Hotel Component, the Serviced Apartments Component or the Residential Component.

### 23.6 Shopfront signage

- (a) Owner and Occupiers of the Retail/Commercial Component may install and display signs in their shop and on the inside face of glazed portions of their shopfronts, provided they comply with clauses 23.6(b) and 23.6(c).
- (b) Any shopfront signage may only include signage displaying the name and logo of the operator of the business conducted in the relevant retail tenancy within the Stratum Lot or Strata Lot and the presence of that business in Infinity by Crown Group.
- (c) The Owner and Occupiers of the Retail/Commercial Component must, at their cost, in relation to their shopfront signage:
  - (i) obtain and have all necessary consents from Council or other Government Agency having jurisdiction for any signage they install;
  - (ii) properly maintain and repair the signage and keep the signage in good and safe condition;
  - (iii) comply with the requirements of Government Agencies in relation to the signage;
  - (iv) maintain, repair and, where necessary, replace the signage and any associated pipes, wires, cables and ducts;
  - (v) provide the Committee and any affected neighbouring Stratum Lot Owner or Owners Corporation with not less than seven days prior written notice of its intention to perform any work in the neighbouring Stratum Lot or Strata Scheme in relation to the signage (except in an emergency when they must give as much notice as is practicable) and comply with any reasonable requirements of the neighbouring Stratum Owner or Owners Corporation about the time when the Stratum Lot Owner, Owners Corporation or Strata Lot Owner can access the neighbouring Stratum Lot or Strata Scheme, if necessary, to perform the work;
  - (vi) pay for all electricity used in relation to the illumination or running of the sign;

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- (vii) promptly repair any damage they cause to the Building whilst exercising rights under this clause; and
- (viii) comply with the provisions of this management statement, as relevant, that relate to signage.

## 24. Retail/Commercial Component

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### 24.1 Meanings


In this clause:

- (a) **Retail Premises** means a Strata Lot or leased or licenced premises in the Retail/Commercial Component; and
- (b) **you** means the Owner or Occupier of a Strata Lot or premises in the Retail/Commercial Component.

### 24.2 Use of Retail/Commercial Component

- (a) Subject to compliance with the Strata Management Statement, you are entitled to use your Retail Premises for purposes approved by Council and other Government Agencies having jurisdiction.
- (b) You must not use your Retail Premises or allow your Premises to be used for offensive uses such as any business associated with the sex or adult entertainment industry.
- (c) You must not display in your Retail Premises any products that contain offensive or adult images or content.
- (d) You must keep the interior of your Retail Premises, including the fitout of and displays in your Retail Premises, in a good, clean and tidy condition at all times.
- (e) You must ensure that the nature and standard of the business you conduct from your Retail Premises and the condition of your Retail Premises are not inconsistent with general quality and standard of Infinity by Crown Group.
- (f) You must ensure that no cooking odours are emitted from your Retail Premises, and you must prevent cooking related odours being emitted into common areas of Infinity by Crown Group.
- (g) You may have your Retail Premises open for business during hours approved by Council and other Government Agencies having jurisdiction.
- (h) You must not play music that is audible in any serviced apartment in the Hotel Component or the Serviced Apartment Component or in any apartment in the Residential Component between 10.00pm and 9.00am on any days of the week.



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### 24.3 Shopfronts

- (a) You must:
- (i) must have consent from Council and any other relevant Government Agencies for any works that you perform in relation to your shopfront; and
  - (ii) properly maintain and repair your shopfront and keep your Shopfront in good and safe repair and condition in keeping with the quality and standard of the Building.
- (b) All illumination of shopfronts must be from light fittings within your Retail Premises. No additional light fittings of any kind may be fitted outside your shopfront without the prior consent of the Owners Corporation.
- (c) Lighting levels of shopfront displays within your Retail Premises must not exceed 1,200 lux.
- (d) Any lighting in or of your shopfront must not cause a nuisance to occupiers of the Residential Component, the Hotel Component or the Serviced Apartments Component or of residential premises in neighbouring buildings.
- (e) The layout of the merchandising in your shopfront must:
- (i) have a cohesive design across the whole of the shopfront; and
  - (ii) be of a high quality, neat, uncluttered and professional looking at all times.
- (f) The content of the merchandising within your shopfront must not include:
- (i) neon, strobe, animated or flashing lights;
  - (ii) strobing, animated, flashing or audible signs; or
  - (iii) third party advertising or promotion.

### 24.4 External seating

If you the right to have a seating area outside your Retail Premises (**External Area**) you:

- (a) may only use your External Area for a lawful purpose connected with the use of your Retail Premises and you may use your External Area only at times when you may use your Retail Premises subject to those hours being approved by Council and any other relevant Government Agencies;
- (b) may only use your External Area between 6.00am and 12.00 midnight on each day of the week; and
- (c) must not play music in your External Area between 10.00pm and 9.00am on any day of the week or such other hours as consented to by the Committee.

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- (d) must not permit the smoking of cigarettes, cigars or pipes or the use of electronic cigarettes, personal vaporisers or electronic nicotine delivery systems in your External Area or in common areas in Infinity by Crown Group;
- (e) must keep your External Area, tables and chairs you place in your External Area neat and tidy and in good repair;
- (f) must not obstruct any access ways on the ground level of the Building including the entry doors to the Building and access to and from staircases or lifts; and
- (g) must keep your External Area in a clean hygienic condition, free of rodents and other infestations.

## **25. Swimming Pool Area**


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### **25.1 Use of the Swimming Pool Area**

- (a) The Swimming Pool Area is a Shared Facility for the benefit of the Residential 1 Stratum Owner, the Residential 2 Stratum Owner, the Hotel Stratum Owner and the Serviced Apartments Component Owner. Use of the Swimming Pool Area is restricted to owners and occupiers of the Residential 1 Stratum, the Residential 2 Stratum and the Hotel Stratum.
- (b) The other Members may not use the Swimming Pool Area.
- (c) In this clause, "you" means Occupiers of the Residential Component, the Hotel Component and the Serviced Apartments Component.

### **25.2 Conditions for using the Swimming Pool Area**

- (a) You and your visitors may use the Swimming Pool Area. You must accompany your visitors when they are in the Swimming Pool Area.
- (b) You and your visitors may use the Swimming Pool Area only during the hours of 6.00 am and 10.00 pm (or during other hours as nominated by the Committee).
- (c) You must:
  - (i) comply with any Rules made by the Committee about the number of visitors you may bring into the Swimming Pool Area at the same time;
  - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Swimming Pool Area; and
  - (iii) be adequately clothed when you are in the Swimming Pool Area.
- (d) You must not:

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- (i) bring glass objects, drinking glasses or sharp objects into the Swimming Pool Area; or
  - (ii) run, be noisy or do anything that might be dangerous while you are in the Swimming Pool Area
- (e) You must have consent from the Committee to:
- (i) bring food or drink into the Swimming Pool Area, However, you may bring non-alcoholic drinks in shatter proof containers into the Swimming Pool Area;
  - (ii) hold parties or other functions (including swimming classes) in the Swimming Pool Area; or
  - (iii) interfere, operate or adjust the settings of equipment in the Swimming Pool Area.

**25.3 Maintaining and paying for the Swimming Pool Area**


- (a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Swimming Pool Area.
- (b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Residential Owners regular accounts for their costs under this by-law. The Committee may:
  - (i) include the account in administrative fund and Capital Works Fund notices for the Residential Owners; and
  - (ii) require the Residential Owners to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

**25.4 Music**

The Hotel Stratum Owner and the operator of the serviced apartments hotel in the Hotel Stratum will be entitled to, at all times, play music, as selected by them, in the Swimming Pool Area through the audio system located in and servicing the Swimming Pool Area and integrated with the music hardware and software in the Hotel Stratum.

**25.5 Security and access**

- (a) The Committee may lock or secure the Swimming Pool Area by Security Key. The Committee must give the Owners and Occupiers of Infinity Residential a Security Key to the Swimming Pool Area and may charge a fee for additional or replacement Security Keys.

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- (b) Owners and Occupiers of Infinity Residential may access the Swimming Pool Area through Common Property along routes as determined by the Committee.


## 26. Gym

### 26.1 Use of the Gym

- (a) The Gym is a Shared Facility for the benefit of the Residential 1 Stratum Owner, the Residential 2 Stratum Owner, the Hotel Stratum Owner and the Serviced Apartments Stratum Owner. Use of the Gym is restricted to Owners and Occupiers of the Residential 1 Stratum, the Residential 2 Stratum, the Hotel Stratum and the Serviced Apartments Stratum.
- (b) The other Members may not use the Gym.
- (c) In this clause, "you" means Occupiers of the Residential Component, the Hotel Component and the Serviced Apartments Component.

### 26.2 Conditions for using the Gym

- (a) You and your visitors may use the Gym. You must accompany your visitors when they use the Gym.
- (b) You and your visitors may use the Gym 24 hours a day on all days of the week (or during other hours as nominated by the Committee).
- (c) You must:
- (i) comply with any Rules made by the Committee about the number of visitors you may bring into the Gym at the same time;
  - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Gym; and
  - (iii) be adequately clothed when you are in the Gym.
- (d) You must not:
- (i) conduct commercial activities (for example training classes or personal training for which you are paid) in the Gym;
  - (ii) bring glass objects, drinking glasses or sharp objects into the Gym; or
  - (iii) do anything that might be dangerous while you are in the Gym.
- (e) You must have consent from the Committee to:
- (i) bring food or drink into or around the Gym. However, you may bring non-alcoholic drinks in shatter proof containers into the Gym;

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- (ii) hold parties or other functions (including exercise classes) in the Gym; or
- (iii) interfere, operate or adjust the settings of equipment in the Gym (other than to operate or adjust exercise equipment according to the instructions of the manufacturer).

**26.3 Maintaining and paying for the Gym**

- (a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Gym.
- (b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Residential Owners regular accounts for their costs under this by-law. The Committee may:
  - (i) include the account in administrative fund and Capital Works Fund notices for the Residential Owners; and
  - (ii) require the Residential Owners to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

**26.4 Music**

The Hotel Stratum Owner and the operator of the serviced apartments hotel in the Hotel Stratum will be entitled to, at all times, play music, as selected by them, in the Gym through the audio system located in and servicing the Swimming Pool Area and integrated with the music hardware and software in the Hotel Stratum.

**26.5 Security and access**


- (a) The Committee may lock or secure the Gym by Security Key. The Committee must give the Owners and Occupiers of Infinity Residential a Security Key to the Gym and may charge a fee for additional or replacement Security Keys.
- (b) Owners and Occupiers of Infinity Residential may access the Gym through Common Property along routes as determined by the Committee.

**27. Level 9 Lounge Terrace**

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**27.1 Use of the Level 9 Lounge Terrace**


- (a) The Level 9 Lounge Terrace is a Shared Facility for the benefit of the Residential 1 Stratum Owner and the Residential 2 Stratum Owner. Use of the Level 9 Lounge Terrace is restricted to owners and occupiers of the Residential 1 Stratum and the Residential 2 Stratum.
- (b) The other Members may not use the Level 9 Lounge Terrace.

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(c) In this clause, "you" means Occupiers of the Residential Component.

**27.2 Conditions for using the Level 9 Lounge Terrace**

- (a) You and your visitors may use the Level 9 Lounge Terrace. You must accompany your visitors when they are in the Level 9 Lounge Terrace.
- (b) You and your visitors may use the Level 9 Lounge Terrace only during the hours only between the hours of 7.00am and 10.30pm and on any day of the week.
- (c) You and your visitors must:
  - (i) not do anything in the Level 9 Lounge Terrace that cause a nuisance to Occupiers in the Residential Component or the Hotel Component; and
  - (ii) not play music in the Level 9 Lounge Terrace between 10.00pm and 9.00am on any day of the week.
  - (iii) comply with any Rules made by the Committee about the number of visitors they may bring into the Level 9 Lounge Terrace at the same time;
  - (iv) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Level 9 Lounge Terrace; and
  - (v) be adequately clothed when they are in the Level 9 Lounge Terrace.
- (d) You must have consent from the Committee to:
  - (i) bring food or drink into the Level 9 Lounge Terrace, However, you may bring non-alcoholic drinks in shatter proof containers into the Level 9 Lounge Terrace;
  - (ii) hold parties or other functions in the Level 9 Lounge Terrace; or
  - (iii) interfere, operate or adjust the settings of equipment in the Level 9 Lounge Terrace.
- (e) If you use the Level 9 Lounge Terrace, you must:
  - (i) keep it clean and tidy and leave it and any equipment (including any barbeque or kitchenette appliance) that you use in a clean and tidy condition;
  - (ii) if you use the barbeque, the seating/dining area or the kitchenette in the Level 9 Lounge Terrace, keep leave the barbeque, the seating/dining area or kitchenette in a clean and tidy condition;
  - (iii) use the Level 9 Lounge Terrace only for lawful purposes;

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- (iv) have due regard to the entitlement of other Owners and Occupiers to use the Level 9 Lounge Terrace so that each entitled Owner or Occupier has a reasonable opportunity to use the Level 9 Lounge Terraces; and
- (v) comply with any Rules made by the Committee about the use of the Level 9 Lounge Terrace, including any Rules about reservations and the number of people who may be in the Level 9 Lounge Terrace at the same time.
- (f) You must not:
  - (i) interfere with or adjust the settings of any equipment in the Level 9 Lounge Terrace;
  - (ii) do anything that damages or might damage any equipment or furniture in the Level 9 Lounge Terrace;
  - (iii) when using the Level 9 Lounge Terrace, cause a nuisance to Occupiers of the Residential Component or the Hotel Component;
  - (iv) when using the Level 9 Lounge Terrace, cause or generate noise that is audible from apartments or hotel rooms in the Building;
  - (v) play music or recorded, streamed or similarly generated sound in the Level 9 Lounge Terrace at a volume that is audible within any apartment or hotel room;
  - (vi) damage any furniture or other equipment or plants in the Level 9 Lounge Terrace; or
  - (vii) leave garbage in the Level 9 Lounge Terrace.
- (g) You must have consent from the Owners Corporation to:
  - (i) hold parties or other functions (including exercise classes) in the Level 9 Lounge Terrace; or
  - (ii) interfere, operate or adjust the settings of any equipment in the Level 9 Lounge Terrace.

### 27.3 Booking the use of the barbeque area

If you wish to use either of the barbeque areas, you must book the use of the barbeque area through the Building Manager. The Committee may make Rules about booking and using the barbeque areas.

### 27.4 Booking the use of the indoor seating/ dining area

If you wish to use the indoor seating/ dining area, you must book the use of the indoor seating/ dining area through the Building Manager. You may book the use of the kitchenette in conjunction with the use of the seating/dining area. The Committee may make Rules about booking and using the indoor seating/ dining area and the kitchenette.

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### 27.5 Bond

- (a) If you book the use of a barbeque area, the seating/dining area or the kitchenette or if the Committee gives you consent to hold a party or function in the Level 9 Lounge Terrace, the Committee may require you to pay a bond (as determined by the Committee) before you use the Level 9 Lounge Terrace or the barbeque area, the seating/dining area or the kitchenette.
- (b) If you have paid a bond and if there is any damage to the Level 9 Lounge Terrace or to the barbeque area, the seating/dining area or the kitchenette, or to the Building as a consequence of or arising from the holding of your party or function, the Committee (or the Building Manager on behalf of the Committee) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Committee immediately on demand. If there is no damage to the Level 9 Lounge Terrace, the barbeque area, the seating/dining area or the kitchenette or the Building as a result of your party or function, the Committee will refund your damage bond as soon as reasonably practicable after your party or function.

### 27.6 Maintaining and paying for the Level 9 Lounge Terrace

- (a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Level 9 Lounge Terrace.
- (b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Residential Owners regular accounts for their costs under this by-law. The Committee may:
  - (i) include the account in administrative fund and Capital Works Fund notices for the Residential Owners; and
  - (ii) require the Residential Owners to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

### 27.7 Security and access

The Committee may lock or secure the Level 9 Lounge Terrace by Security Key. The Committee must give you a Security Key to the Level 9 Lounge Terrace and may charge a fee for additional or replacement Security Keys.


## 28. Level 18 Recreation Rooms

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### 28.1 Use of the Level 18 Recreation Rooms

- (a) The Level 18 Recreation Rooms are a Shared Facility for the benefit of the Residential 1 Stratum Owner and the Residential 2 Stratum Owner. Use of the




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Level 18 Recreation Rooms is restricted to owners and occupiers of the Residential 1 Stratum and the Residential 2 Stratum.

- (b) The other Members may not use the Level 18 Recreation Rooms.
- (c) In this clause, "you" means Occupiers of the Residential Component.

**28.2 Conditions for using the Level 18 Recreation Rooms**

- (a) You and your visitors may use the Level 18 Recreation Rooms. You must accompany your visitors when they use the Level 18 Recreation Rooms.
- (b) You may use the Level 18 Recreation Rooms only during the hours nominated by the Committee.
- (c) You must:
  - (i) subject to any Rules made by the Committee, book the Level 18 Recreation Rooms through the Committee or the Building Manager;
  - (ii) comply with any Rules about the number of visitors you may bring into the Level 18 Recreation Rooms at the same time; and
  - (iii) make sure that an adult exercising effective control accompanies children under twelve years old who are in your care when the children are in the Level 18 Recreation Rooms.
- (d) You must not:
  - (i) interfere with or adjust the settings of any equipment in the Recreations Rooms;
  - (ii) do anything that damages or might damage any equipment or furniture in the Level 18 Recreation Rooms;
  - (iii) do anything in the Level 18 Recreation Rooms that causes a nuisance to Occupiers in the Building or generates noise that is audible within any Apartment or any other component of Infinity by Crown Group; or
  - (iv) operate any audio or audio visual equipment in the Level 18 Recreation Rooms at a volume that is audible within any Apartment or any other component of Infinity by Crown Group.
- (e) You must have consent from the Committee to:
  - (i) hold parties or other functions (including exercise classes) in the Level 18 Recreation Rooms; or
  - (ii) interfere, operate or adjust the settings of any equipment in the Level 18 Recreation Rooms.

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**28.3 Booking the use of the Level 18 Recreation Rooms**

If you wish to hold a party or function in a Level 18 Recreation Room you must book the use of a Recreation Room through the Building Manager. The Committee may make Rules about booking and using the Level 18 Recreation Rooms.

**28.4 Bond**


As a condition of giving you consent to hold a party or function in a Level 18 Recreation Room, the Committee may require you to pay a bond (as determined by the Committee) before you use the Recreation Room. If you have paid a bond and if there is any damage to the Level 18 Recreation Room or the Building as a consequence of or arising from the holding of your party or function, the Committee (or the Building Manager on behalf of the Committee) may use the bond to pay the reasonable costs of repair of the damage. If the bond does not cover the costs of repairing the damage, you must pay the shortfall to the Committee immediately on demand. If there is no damage to the Recreation Room or the Building as a result of your party or function, the Committee will refund your damage bond as soon as reasonably practicable after your party or function.

**28.5 Maintaining and paying for the Level 18 Recreation Rooms**

- (a) The Residential 1 Stratum Owner and the Residential 2 Stratum Owner are responsible for maintaining, repairing and, where necessary, replacing the Level 18 Recreation Rooms.
- (b) The Residential 1 Stratum Owner and the Residential 2 Stratum Owner must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Residential 1 Stratum Owner and the Residential 2 Stratum Owner regular accounts for their costs under this by-law. The Committee may:
  - (i) include the account in administrative fund and sinking fund notices for the Residential Owners; and
  - (ii) require the Residential 1 Stratum Owner and the Residential 2 Stratum Owner to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

**28.6 Security and access**

The Committee may lock or secure the Level 18 Recreation Rooms by Security Key. The Committee must give the Owners and Occupiers of the Residential 1 Component and Residential 2 Component a Security Key to the Level 18 Recreation Rooms and may charge a fee for additional or replacement Security Keys.

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## 29. Meeting Room

### 29.1 Use of the Meeting Room


- (a) The Meeting Room is a Shared Facility for the benefit of the Residential 1 Stratum Owner and the Residential 2 Stratum Owner. Use of the Meeting Room is restricted to owners and occupiers of the Residential 1 Stratum and the Residential 2 Stratum.
- (b) The other Members may not use the Meeting Room.
- (c) In this clause, "you" means Occupiers of the Residential 1 Component and Residential 2 Component.

### 29.2 Conditions for using the Meeting Room

- (a) You and your visitors may use the Meeting Room. You must accompany your visitors when they use the Meeting Room.
- (b) You may use the Meeting Room only during the hours nominated by the Owners Corporation.
- (c) You must:
  - (i) book the Meeting Room through the Committee or Building Manager;
  - (ii) comply with any Rules about the number of visitors you may bring into the Meeting Room at the same time; and
  - (iii) not bring children into the Meeting Room.
- (d) You must not:
  - (i) do anything that damages or might damage any equipment or furniture in the Meeting Room; or
  - (ii) interfere with or adjust the settings of equipment in the Meeting Room.

### 29.3 Maintaining and paying for the Meeting Room

- (a) The Residential 1 Stratum Owner and the Residential 2 Stratum Owner are responsible for maintaining, repairing and, where necessary, replacing the Meeting Room.
- (b) The Residential 1 Stratum Owner and the Residential 2 Stratum Owner must reimburse the Committee for any costs it incurs under this by-law.
- (c) The Committee must give the Res Residential 1 Stratum Owner and the Residential 2 Stratum Owner regular accounts for their costs under this by-law. The Committee may:

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- (i) include the account in administrative fund and sinking fund notices for the Residential 1 Stratum Owner and the Residential 2 Stratum Owner; and
- (ii) require the Residential 1 Stratum Owner and the Residential 2 Stratum Owner to pay their costs under this by-law in advance and quarterly (or for other periods reasonably determined by the Committee).

#### 29.4 Security and access

The Committee may lock or secure the Meeting Room by Security Key. The Committee must give the Owners and Occupiers of Residential 1 Component and Residential 2 Component a Security Key to the Meeting Room and may charge a fee for additional or replacement Security Keys.

### 30. Plaza Area


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#### 30.1 Shared facility

The Plaza Area is a Shared Facility.

#### 30.2 Conditions for using the Plaza Area

- (a) You may use the Plaza Area. You must accompany your visitors when they are in the Plaza Area.
- (b) You must:
  - (i) comply with any Rules made by the Committee about the use of the Plaza Area;
  - (ii) make sure that an adult exercising effective control accompanies children under twelve years old who are in their care when the children are in the Plaza Area; and
  - (iii) be adequately clothed when you are in the Plaza Area;
  - (iv) use the Plaza Area having due regard to the entitlement of other Occupiers to use the Plaza Area.
- (c) You must not:
  - (i) bring glass objects, drinking glasses or sharp objects into the Plaza Area; or
  - (ii) do anything in the Plaza Area that causes a nuisance to Occupiers in the Building or generates noise that is audible within any Apartment or any other component of the Building;

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- (iii) run, be noisy or do anything that might be dangerous while you are in the Plaza Area;
- (iv) hold parties or other functions in the Plaza Area; or
- (v) operate any audio or audio visual equipment in the Plaza Area at a volume that is audible within any Apartment; and
- (vi) interfere with, operate or adjust any equipment in or associated with the Plaza Area.

## **31. Car Share Scheme Spaces**

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### **31.1 Shared facility**

The Car Share Scheme Spaces are a Shared Facility.

### **31.2 Your obligations**

You must not park or stand a vehicle in a Car Share Scheme Space.

## **32. Loading Dock**


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### **32.1 Shared facility**

The Loading Dock is a Shared Facility.

### **32.2 Obligations of Members, Owners and Occupiers**

- (a) You must:
  - (i) not bring vehicles exerting a loading of more than 12.5 kpa into the Loading Dock;
  - (ii) keep the Loading Dock clean and tidy and in good condition;
  - (iii) ensure that no garbage, recyclable materials or food is stored in the Loading Dock other than in areas designated for the storage of garbage receptacles;
  - (iv) not stand vehicles in the Loading Dock for longer than is reasonably necessary to load or unload;
  - (v) repair any damage they cause to the Loading Dock or reimburse the Committee on demand for the cost of repairing any such damage;
  - (vi) comply with all directions of the Building Manager and any loading dock master appointed by the Committee;

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- (vii) comply with Rules regarding the Loading Dock including about making prior reservations for the use of the Loading Dock;
  - (viii) comply with any standing approvals regarding the use of the Loading Dock;
  - (ix) comply with any management plan for the use of the Loading Dock;
  - (x) ensure that they do not stand vehicles in driveways or unnecessarily disturb other Members, Owners and Occupiers when using the Loading Dock; and
  - (xi) ensure that they do not unnecessarily disturb other Members, Owners and Occupiers when using the Loading Dock.
- (b) If you want to use the Loading Dock for moving in or out of the Building, you must make arrangements with the Building Manager to reserve the use of a bay in the Loading Dock for a period specified by the Building Manager.

### 32.3 Power to make standing approvals

The Committee has the power to make standing approvals regarding the use of the Loading Dock by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with standing approvals.

### 32.4 Inconsistencies

If there is any inconsistency between this management statement and an easement to use and access the Loading Dock, this management statement prevails to the extent of the inconsistency.

### 32.5 Moving of furniture

Subject the Rules, Owners and Occupiers who wish to move furniture into or out of the Building must pre-book a time for the use of the Loading Dock with the Committee or the Facilities Manager.

## 33. Service Bays

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### 33.1 Shared facility

The Service Bays are a Shared Facility.

### 33.2 Obligations of Members, Owners and Occupiers

The Members, Owners and Occupiers who have the right to use the Service Bays must:

- (a) keep the Service Bays clean and tidy and in good condition;
- (b) ensure that no garbage, recyclable materials, goods or other items are left in a Service;

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- (c) not stand vehicles in the Service Bays for longer than is reasonably necessary to load or unload and having regard to other Occupiers' entitlement to use the Service Bays;
- (d) comply with all directions of the Building Manager;
- (e) repair any damage they or their invitees cause to the Service Bays or reimburse the Committee on demand for the cost of repairing any such damage;
- (f) comply with any Rules regarding the Service Bays;
- (g) comply with any standing approvals regarding the use of the Service Bays; and
- (h) ensure that they do not stand vehicles in driveways or unnecessarily disturb other Members, Owners and Occupiers when using the Service Bays.

### 33.3 Power to make standing approvals

The Committee has the power to make standing approvals regarding the use of the Service Bays by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with standing approvals.

### 33.4 Power to make Rules

The Committee may make Rules regarding the use of the Service Bays.

### 33.5 Inconsistencies

If there is any inconsistency between this management statement and an easement to use and access the Service Bays, this management statement prevails to the extent of the inconsistency.

## 34. Carwash Bay

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### 34.1 Use of the Carwash Bay

- (a) The Carwash Bay is a Shared Facility for the benefit of the Residential Component.
- (b) Use of the Carwash Bay is restricted to Occupiers of the Residential Component. The other Members may not use the Carwash Bay.
- (c) The Residential Owners may allow their Occupiers to use the Carwash Bay on the conditions in this clause.

### 34.2 Your obligations

If you want to use the Carwash Bay, you must:

- (a) comply with this Strata Management Statement when you use the Carwash Bay;

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- (b) comply with and any Rules made by the Building Management Committee about using the Carwash Bay;
- (c) not stand your vehicle in the Carwash Bay for longer than is reasonable necessary to enable you to wash your vehicle and having regard to other Occupiers entitlement to use the Carwash Bay;
- (d) not leave rubbish in the Carwash Bay;
- (e) minimise your use of water when cleaning your vehicle;
- (f) only use environmentally friendly cleaning products; and
- (g) leave the Carwash Bay in a clean and tidy condition.

### **35. Visitor car parking**

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#### **35.1 Use of the Visitor Car Parking Spaces**


- (a) The Visitor Car Parking Spaces are a Shared Facility for the benefit of the Residential Component.
- (b) Use of the Visitor Car Parking Spaces is restricted to Occupiers of Residential A and Residential B. The other Members may not use the Visitor Car Parking Spaces.
- (c) The Residential Owners may allow their Occupiers to use the Visitor Car Parking Spaces on the conditions in this clause.

#### **35.2 Your obligations**

The Occupiers of the Residential Component must:

- (a) comply with and any Rules made by the Committee about using the Visitor Car Parking Spaces;
- (b) not park or stand any vehicle in a Visitor Car Parking Space;
- (c) not permit any other person to park or stand a vehicle in a Visitor Car Parking Space unless that person is a genuine visitor of yours and does not stay in your Apartment for more than consecutive two nights on any one occasion;
- (d) not permit any contractor or employee of yours to park or stand a vehicle in a Visitor Car Parking Space.



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## **36. Storage and disposal of waste**

### **36.1 Overall responsibility**

The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from Infinity by Crown Group. Each Member has obligations in relation to the storage and disposal of waste from their Stratum Lot or strata scheme. Garbage bins must not be moved through publicly accessible areas of the Retail/Commercial Component during the hours that shops and offices in the Retail/Commercial Component are open for business.

### **36.2 Shared facility**

Some garbage disposal facilities are Shared Facilities. See schedule 1 for more information.

### **36.3 Making Rules**

The Committee may make Rules about the storage and removal of garbage from the Building and, in particular, from garbage disposal facilities that are Shared Facilities.

### **36.4 Obligations of Members, Owners and Occupiers**

Members, Owners and Occupiers who are entitled to use the garbage disposal facilities that are Shared Facilities under this management statement must deliver their garbage and recyclable materials to the garbage disposal facilities and store it in the area allocated for their use by the Committee, if any.

### **36.5 Retail Stratum waste**


Owners and Occupiers of the Retail Stratum must store their garbage and recyclable materials in the Retail and Hotel Waste and Recycling Room in the recyclable and non-recyclable waste in bins in the area designated for their use by the Committee, if any.

### **36.6 Hotel Stratum waste**

Owners and Occupiers of the Hotel Stratum and the Serviced Apartments Stratum must store their garbage and recyclable materials in recyclable and non-recyclable waste in bins in the Hotel Garbage Room in the area designated for their use by the Committee, if any.

### **36.7 Serviced Apartments Stratum waste**

Owners and Occupiers of the Serviced Apartments Stratum must store their garbage and recyclable materials in the Retail and Hotel Waste and Recycling Room in the recyclable and non-recyclable waste in bins in the area designated for their use by the Committee, if any, and may store their recyclable and non-recyclable waste bins in the Retail and Hotel Waste and Recycling Room prior to the collection of their garbage from the Building.

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**36.8 Conference Centre Stratum waste**

Owners and Occupiers of the Conference Centre Stratum must store their garbage and recyclable materials within the Conference Centre Stratum or in the Retail and Hotel Waste and Recycling Room prior to collection from the Building.

**36.9 Commercial Stratum waste**

Owners and Occupiers of the Commercial Stratum must store their garbage and recyclable materials within the Commercial Stratum or in the Retail and Hotel Waste and Recycling Room prior to collection from the Building.

**36.10 General requirements**

Members, Owners and Occupiers of the Retail Stratum, Hotel Stratum, Service Apartments Stratum, Conference Centre Stratum and Commercial Stratum must, at their cost:


- (a) arrange for the regular removal of their rubbish from the Building;
- (b) transport your garbage and recyclable materials to the garbage room that they are entitled to use;
- (c) keep their garbage and recyclable receptacles in the areas of the garbage room designated for those purposes by the Committee;
- (d) on the day of collection, transport receptacles from the garbage room to the area of the Loading Dock designated by the Committee for collection of garbage bins from the Building and transport them back to the garbage room on the day of collection;
- (e) ensure that rubbish receptacles in their Lot are not visible from outside their Stratum;
- (f) arrange for large recyclable garbage items to be removed from their Stratum; and
- (g) ensure that garbage receptacles in their Stratum are kept in a sanitary condition and do not omit odours.

**37. Residential garbage**

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**37.1 Application of this clause**

This clause applies to Owners and Occupiers of the Residential Component.

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### 37.2 Your obligations

You must:

- (a) comply with and any Rules made by the Owners Corporation and the Committee about using the Residential Garbage Room, the Residential Garbage Chute Rooms and the Residential Garbage Bin Holding Area; and
- (b) place your household garbage in the garbage chute in the Garbage Chute Room on your level of the Building or in garbage receptacles in the Residential Garbage Room designated by the Owners Corporation for your use; and
- (c) drain and securely wrap your household garbage before you place it in a garbage chute or the Residential Garbage Room; and
- (d) recycle your garbage according to instructions from the Owners Corporation, the Committee and Council; and
- (e) place your recyclable waste in the in the recyclable garbage chute in the Residential Garbage Chute Room on your level of the Building or in a recyclable garbage receptacle in the Residential Garbage Room or in the Residential Garbage Bin Holding Area, as designated by the Owners Corporation for that purpose;
- (f) drain and clean bottles and make sure they are not broken before you place them in a garbage chute or the Residential Garbage Room;
- (g) leave large items of garbage or recyclable materials in the area in the Residential Garbage Room or in the Residential Garbage Bin Holding Area, as designated by the Owners Corporation or the Committee for large waste items; and
- (h) contact the Owners Corporation to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council or the garbage removal contractor (if applicable) will not remove as part of its normal garbage collection service.

### 37.3 Rules for using garbage chutes

- (a) You must not place the following items in a garbage chute:
  - (i) liquids; or
  - (ii) items that weigh more than 2.5 kilograms; or
  - (iii) boxes or large items that might block the garbage chute.
- (b) If the garbage chute can be used for general garbage and recyclable waste, when placing garbage or recyclable waste in a garbage chute, you must separate the garbage and recyclable waste and ensure you make the correct selection on the diverter for garbage and recyclable waste.

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**37.4 Cleaning up spills**

If you spill garbage on Common Property, you must immediately remove that garbage and clean that part of Common Property.

**37.5 Maintaining the Residential Garbage Rooms**


(a) The Owners Corporations of the Residential Component must:

- (i) provide in the Residential Garbage Room an adequate number of garbage and recycling receptacles for use by Owners and Occupiers of Apartments;
- (ii) operate, maintain, repair and, where necessary replace, the Common Property garbage equipment servicing the strata scheme (including mechanical equipment associated with the garbage chutes;
- (iii) maintain, clean and repair the Residential Garbage Room, the Residential Garbage Bin Holding Area, the Residential Garbage Chute Room and the garbage chutes;
- (iv) regularly remove filled receptacles from the Residential Garbage Room and replace them with empty receptacles;
- (v) regularly clean, maintain, repair and, where necessary, replace the Residential Garbage Room and the garbage and recycling receptacles;
- (vi) operate, maintain, repair and, where necessary replace any equipment located in the Residential Garbage Room, the Residential Garbage Bin Holding Area and the Residential Garbage Chute Room;
- (vii) transport receptacles from the Residential Garbage Room to the Residential Garbage Bin Holding Area for collection by a waste removal contractor or Council (if Council collect waste from the Building) and transport them back to the Residential Garbage Rooms;
- (viii) arrange for the removal of garbage and recycling material from the Building; and
- (ix) arrange for the removal from the Residential Garbage Rooms of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection services (at the cost of the relevant Owner or Occupier).

(b) The Committee will perform the Owners Corporations' obligations under this clause.

**37.6 Waste removal and management**

(a) The Owners Corporations and the Committee must comply with any conditions of the Development Approval that regulate waste management for Infinity by Crown Group.

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- (b) The Committee may perform the Owner's Corporations' obligations on behalf of the Owners Corporation.

### **38. Use of the Serviced Apartments Component**

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- (a) Members and Occupiers acknowledge that the Owner of the Serviced Apartments Component may seek Council's approval for the use of the dwellings in the Serviced Apartments Component as residential apartments.
- (b) If the use of the Serviced Apartments Component is changed to residential apartment use, Members and Occupiers will agree to any necessary changes to the Schedules provided the changes do not materially and adversely affect their use of the relevant Shared Facility.

### **39. Use of 'Crown' and 'Crown Group'**

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#### **39.1 Restrictions on the use of 'Crown'**

- (a) Owners and Occupiers must not use as a trade mark or business name, or authorise or assist anyone else to use as a trade mark or business name, the name of the Building, or any abbreviation of the name of the Building which contains the word 'Crown' (or similar), in connection with the provision of: hotel services or short term accommodation (including short term rental or leasing of apartments); restaurants, cafés, bars or other similar food and/or beverage venues; casino, gambling, gaming or similar activities; health and/or beauty services; transportation, travel or tour agency services; or entertainment services.
- (b) Occupiers must ensure that any assignee of their lease or any sub-lessee of the premises they occupy complies with the obligations in clause 39.1(a).
- (c) The restrictions in clause 39.1(a) do not prevent Owners and Occupiers using:
- (i) the full name of the Building to describe the location of or identify their Stratum Lot, Strata Lot or premises as long as such use is not trade mark use or business name use; and
  - (ii) a trade mark or business name that includes the word 'Crown' if they:
    - (A) have a right to use that trade mark or business name as either the owner or authorised user of a trade mark registration for that trade mark or business name;
    - (B) are using the trade mark or business name in connection with goods or services that are unrelated to the services listed in clause 39.1(a); or
    - (C) otherwise have the right to use that trade mark or business name because of their continuous prior use of that trade mark or

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business name in relation to the goods and services being provided, from before the priority date of the trade marks of Crown Melbourne Pty Limited.

### 39.2 Execution of deed poll

Each Owners Corporation in Infinity by Crown Group must, as soon as practicable after the Owners Corporation is established, execute a deed poll in favour of Crown Melbourne Pty Limited, in a form required by Crown Green Square Pty Limited (**Developer**), obliging the Owners Corporation, the members of the Owners Corporation and Occupiers to comply with the obligations in clause 39.1, and immediately deliver the deed poll to the Developer for transmission to Crown Melbourne Pty Limited.

## 40. Graffiti removal and vandalism


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The Committee must ensure that any graffiti applied to the Building or any damage to the Building caused by vandalism is removed or repaired within seven days of its application or occurrence, and must adopt a graffiti management plan for the removal of graffiti and repair of the Building.

## 41. Fire safety

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- (a) The Committee and each Member must:
  - (i) comply with laws about fire safety; and
  - (ii) comply with regulations 177, 182, 183, 184, 185 and 186 of the *Environmental Planning and Assessment Act Regulation 2000*, as amended or replaced from time to time.
  
- (b) If the fire alarm for the Building is activated because of any activity by an Owner or Occupier of a Stratum Lot or Strata Scheme and the Committee incurs a "false alarm" charge, the Committee will be entitled to recover that charge, on demand or by including the charge in an Administration Fund levy statement, from the Member in whose Stratum Lot or Strata Scheme the activity causing the false alarm took place.
  
- (c) To comply with the fire safety solution for the Building:
  - (i) Owners and Occupiers of the Residential Component, Hotel Component and Serviced Apartments Component must not:
    - (A) install security screen doors to their doors to their residential apartment, hotel room or serviced apartment;
    - (B) keep inflammable materials on Common Property; or

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- (C) use any Residential Garbage Chute Room for the storage of garbage or any other items. .
- (ii) Owners and Occupiers of the Retail/Commercial Component:
  - (A) must keep covered external areas (whether covered by an awning or by building overhang) free of combustible items;
  - (B) may only have seating and furniture (including rubbish bins) in covered external areas (whether covered by an awning or by building overhang) that is made of non-combustible materials; and
  - (C) must not install or operate heaters beneath awnings or by building overhangs;
- (iii) Owners and Occupiers of all components of the Building must not:
  - (A) interfere with fire safety equipment;
  - (B) obstruct fire stairs or fire escapes;
  - (C) use corridors and foyers in the Building for the storage of any items; or
  - (D) keep inflammable materials in a car space.

## **42. Sewer and stormwater pump pits and reticulation system**

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### **42.1 Cleaning and maintenance**


The sewer and stormwater pump pits and sewer reticulation system are a Shared Facility. The Committee must arrange for the regular cleaning and maintenance, as well as the repair and replacement, of the sewer and stormwater pump pits and sewer reticulation system so as to ensure that they are at all times in effective working order and condition.

## **43. Water consumption**

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### **43.1 Water meters**

- (a) There are separate Sydney Water master water meters for the supply of water to the following three components of Infinity by Crown Group:
  - (i) the Residential Component, metering water supplied to Stratum Lots 1 and 2;
  - (ii) the Retail Component, Conference Centre Component and Commercial Component, metering water supplied to Stratum Lots 3, 6 and 7; and

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(iii) the Hotel Component and Serviced Apartments Component, metering water supplied to Stratum Lots 4 and 5.

(b) Each apartment, retail premises, commercial premises and hotel room in Infinity by Crown Group has a separate Sydney Water secondary meter, and the Owner or Occupier of each apartment, retail/commercial premises or hotel room will receive a separate water bill from Sydney Water.

**43.2 Payment for common areas consumption**


(a) Water supplied to the common areas and Shared Facilities in Infinity by Crown Group for each billing period will be determined by Sydney Water by:

- (i) totalling the water supplied through the three master meters, as contemplated in clause 43.1(a); and
- (ii) deducting from that total the total volume of water supplied through secondary meters, as contemplated in clause 43.1(b).

(b) The Committee will pay Sydney Water for water supplied to common areas and Shared Facilities in Infinity by Crown Group calculated contemplated in clause 43.2(a).

(c) The supply of, and payment for, water supplied to the common areas and Shared Facilities in Infinity by Crown Group is a Shared Facility and Shared Cost for all Members.



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## Part D

### Development and further subdivision

#### 44. Development of Stratum Lots

##### 44.1 Acknowledgement by Members and Occupiers

Members and Occupiers acknowledge that:

- (a) the Hotel Stratum Owner, Retail Stratum Owner, Commercial Stratum Owner, Serviced Apartments Stratum Owner and Conference Stratum Owner intend to carry out the Hotel Works, Retail Works, Serviced Apartments Works and Conference Works;
- (b) the Hotel Works, Retail Works, Commercial Works, Serviced Apartments Works and Conference Works may result in temporary disruptions to services and access ways;
- (c) the Hotel Works, Retail Works, Commercial Works, Serviced Apartments Works and Conference Works may result in the creation of noise, dust and vibration;
- (d) the Hotel Works, Retail Works, Commercial Works, Serviced Apartments Works and Conference Works may be carried out in stages over an indeterminate time frame until completion of the Hotel Works, Retail Works, Serviced Apartments Works and Conference Works; and
- (e) amendments or additions to this management statement (or a Strata Management Statement) may be required by Government Agencies under development consents or in exercising other statutory functions or otherwise by the Hotel Stratum Owner, the Retail Stratum Owner, the Commercial Stratum Owner, the Serviced Apartments Stratum Owner and the Conference Stratum Owner.


##### 44.2 Application of clauses 20 and 21

Despite any other clause in this management statement, clauses 20 and 21 do not apply to the Hotel Works, Retail Works, Commercial Works, Serviced Apartments Works and Conference Works or any plan, instrument or document for the subdivision of the Hotel Stratum, Retail Stratum, Commercial Stratum, Serviced Apartments Stratum and Conference Stratum including a Strata Management Statement.

##### 44.3 Obligations of Members and Occupiers

Members and Occupiers must:

- (a) not impede, fetter or prevent development of the Hotel Stratum, Retail Stratum, Commercial Stratum, Serviced Apartments Stratum and Conference Stratum as contemplated under this management statement; and

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- (b) do all such other things necessary, ancillary or desirable to permit the Hotel Stratum Owner, Retail Stratum Owner, Commercial Stratum Owner, Serviced Apartments Stratum Owner and Conference Stratum Owner, respectively, to carry out the Hotel Works, Retail Works, Commercial Works, Serviced Apartments Works and Conference Works and, should they wish to do so, subdivide the Hotel Stratum, Retail Stratum, Commercial Stratum, Serviced Apartments Stratum and Conference Stratum.

#### **45. Further strata management statements**

##### **45.1 What a Member must do if it proposes to subdivide its Stratum Lot by a Strata Plan**

If a Member proposes to subdivide its Stratum Lot by registration of a Strata Plan, the Member must:

- (a) use its reasonable endeavours to obtain an exemption from the Registrar under the Act to the lodgement of a strata management statement with the proposed Strata Plan on the basis that a strata management statement is already in force with respect to the Building; and
- (b) if the Member does not obtain an exemption from the Registrar under the previous subclause, register a short form strata management statement that refers to this management statement as the operative document; and
- (c) pay all costs associated with the preparation and lodgement of the necessary documents, including the short form strata management statement.

##### **45.2 What is a short form strata management statement?**


A short form strata management statement is a document registered with the proposed Strata Plan that:

- (a) complies with the Development Act;
- (b) refers to this management statement as the operative document; and
- (c) has force and effect as if the initial registered strata management statement is set out in full in the short form strata management statement.

##### **45.3 Endorsement of consent**

Members, Owners and Occupiers with interests registered on the title for any Stratum Lot must:

- (a) give their consent to a strata management statement that complies with this clause 45; and
- (b) do all things reasonably necessary to ensure that the Member can lodge the Strata Plan and the strata management statement (if applicable) for registration, including signing documents and producing certificates of title.

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## 46. Subdivisions of Stratum Lots

### 46.1 Subdivisions which create Stratum Lots


If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot to create two or more Stratum Lots, Members, Owners and Occupiers must:

- (a) not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect their use of Shared Facilities or costs contributed to Shared Facilities; and
- (b) agree to amendments to this management statement unless their rights and obligations are detrimentally and substantially affected; and
- (c) if a further management statement is required, agree to the new management statement provided that:
  - (i) the new management statement is in the form of this management statement or a short form strata management statement as contemplated in clause 45.2, with any amendments required as a result of the subdivision; and
  - (ii) their rights and obligations under this management statement would not be detrimentally and substantially affected by the further management statement.

### 46.2 Subdivisions which create Strata Schemes

If the Owner of a Stratum Lot proposes to subdivide their Stratum Lot (or part of its Stratum Lot) to create one or more Strata Schemes, Members, Owners and Occupiers must not object to the subdivision if:

- (a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect their use of Shared Facilities or costs contributed to Shared Facilities; and
- (b) if the Owner of the Stratum Lot is required to register a strata management statement with the Strata Plan, the proposed strata management statement to be lodged for registration with the Strata Plan is a short form strata management statement as contemplated in clause 45.2 or is in the form of this management statement with the exception of the following changes:
  - (i) amendments required to ensure compliance with the Development Act; and
  - (ii) amendments to the terminology used in this management statement required to reflect the strata subdivision; and
- (c) their rights and obligations under this strata management statement would not be detrimentally and substantially affected by the proposed strata management statement.

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**46.3 Deemed consent**

If the consent of Members, Owners or Occupiers to a subdivision is required by the Owner of a Stratum Lot under this clause 33 then those Members, Owners and Occupiers must provide that consent within 14 days of the request by the Owner of the Stratum Lot failing which they will be deemed to have consented to the subdivision.

**46.4 Endorsement of consent**

Subject to this clause, Members, Owners and Occupiers must promptly sign all documents reasonably required by a Member who proposes to subdivide their Stratum Lot.

**46.5 Paying costs**

If a Member proposes to subdivide a Stratum Lot, except where the subdivision is part of the Residential Works, the Member must pay reasonable costs incurred by the Committee or another Member in considering the proposed subdivision and endorsing their consent on documents.

**47. Contributions if a subdivision plan is registered**

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**47.1 Contributions**

If a Stratum Lot (or part of a Stratum Lot) is subdivided, the proportion of Administrative Fund and Capital Works Capital Works Fund contributions which the new Member or Members must contribute is in total equal to the amount which the Owner of the subdivided lot must contribute according to Schedule 2.

**47.2 Procedure for assessing contributions if a subdivision plan is registered**

These procedures apply when a Stratum Lot (or part of a Stratum Lot) is subdivided by a Subdivision Plan:

- (a) the subdividing Member must, within 14 days after registration for the subdivision plan, notify the Committee of the share each new Member will contribute towards the Administrative Fund and Capital Works Fund; and
- (b) if the subdividing Member does not notify the Committee within 14 days, the Committee must give the new Members notice of the share each Member should, in the opinion of the Committee acting reasonably, contribute to towards the Administrative Fund and Capital Works Fund; and
- (c) within seven days after receiving the Committee's notice, if the new Members do not notify the Committee of a different shares which total the share of the subdividing Member, the shares recommended by the Committee will apply.

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## 48. Definitions and interpretation

### 48.1 Definitions

In this management statement, unless a contrary intention appears the following applies:

**Act** means either the Conveyancing Act 1919, the Strata Schemes Development Act 2015 or the Strata Schemes Management Act 2015 as appropriate.

**Administrative Fund** means the fund established by the Committee according to clause 9.7 to pay for the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Capital Works Fund costs.

**Building** means the building contained within and on the land comprised in Stratum Lots 1 to 7 inclusive, which comprises the Residential Component, the Hotel Component, the Serviced Apartments Component and the Retail Component, the Conference Component and the Commercial Component, to be known as Infinity by Crown Group.

**business day** means any day that is not a Saturday or Sunday or gazetted public holiday.

**Capital Works Fund** means the fund established by the Committee according to clause 9.7 to pay for the renewal and replacement of Shared Facilities.

**Car Share Scheme Spaces** means the 6 Common Property car parking spaces on level B1 of the Building within the Residential 2 Stratum.

**Carwash Bay** means the carwash bay on basement level 1 of Residential 1 Stratum.

**Commercial Component** means the component of Infinity by Crown Group within the Commercial Stratum.


**Commercial Stratum** means Lot 7 in the Stratum Plan.

**Commercial Stratum Owner** means the owner of the Commercial Stratum.

**Commercial Works** means the development of the Commercial Stratum by:

- (a) the construction of the Commercial Component comprising, without limitation, conference and auditorium premises, and associated car parking in the Commercial Stratum;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Commercial Stratum into further Stratum Lots (if applicable) and strata lots.

**Committee** means the building management Committee established under clause 2.6 as required by the Act.

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**Conference Component** means the component of Infinity by Crown Group within the Conference Stratum.

**Conference Signage Zone** means the areas of the façade of the Building depicted on the Signage Plan in Schedule 3 as the zones within which signage for the Conference Stratum is able to be installed and affixed, and includes the areas of the Building on which signage for the Conference Component is located at the time of registration of this management statement.

**Conference Stratum** means Lot 6 in the Stratum Plan.

**Conference Stratum Owner** means the owner of the Conference Stratum.

**Conference Works** means the development of the Conference Stratum by:

- (a) the construction of the Conference Component comprising, without limitation, conference and auditorium premises, and associated car parking in the Conference Stratum;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Conference Stratum into further Stratum Lots (if applicable) and strata lots.

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

**Council** means City of Sydney Council.

**Default Rate** means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or such rate as set by the Commonwealth Bank of Australia in place of that rate.


**Development Act** means the Strata Schemes Development Act 2015 and Regulations;

**Development Approval** means Council's notice of determination of a development application dated 29 July 2015 in respect of development application no. D/2014/1758, as varied, modified or replaced from time to time.

**Easements** means the easements benefiting or burdening any lot of which a Member is the owner.

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

**Embedded Network Customer Services** means customer relationship services in relation to Embedded Network Services including, without limitation, marketing, sales, post-sale service and management, billing, accounting and administration services.


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**Embedded Network Equipment** means meters, plant, machinery, equipment and fittings located within the Building, Stratum Lots and Strata Schemes associated with or ancillary to the Embedded Network.

**Embedded Network Supplier** means an entity that supplies an Embedded Network Service.

**Embedded Network Service** means the supply of any of:

- (a) electricity;
- (b) electricity generation systems;
- (c) electricity storage systems;
- (d) gas;
- (e) thermal energy;
- (f) hot water;
- (g) chilled water;
- (h) potable water;
- (i) recycled water;
- (j) chilled refrigerant;
- (k) heated refrigerant;
- (l) sewage removal systems;
- (m) waste removal systems;
- (n) water supply systems;
- (o) internet services;
- (p) telecommunication systems;
- (q) mobile telephone signal distribution services;
- (r) fibre communications;
- (s) Embedded Network Customer Services in relation to other Embedded Network Service;
- (t) Embedded Network management services; or
- (u) any other embedded network service.

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**Emergency Meeting** means a meeting convened in an emergency according to part B of this management statement.

**Facilities Manager** is the person or entity for the time being appointed by the Committee under clause 7.2.

**Garbage Facilities** means the Garbage Areas and all garbage and recycling bins and compaction machines and equipment installed or used at the Building necessary for the efficient, clean and hygienic handling, storage and disposal and recycling of garbage and waste generated from the Buildings.

**Government Agency** means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

**Gym** means the gymnasium located on level 2 in the Residential 2 Stratum, the area around the gymnasium, toilets and associated plant and equipment, which is a Shared Facility for the use of the Residential 1 Stratum Owner, the Residential 2 Stratum Owner and the Hotel Stratum Owner.

**Hotel Component** means the component of Infinity by Crown Group within the Hotel Stratum.

**Hotel Garbage Room** means the garbage waste and recycling waste room located in Lot 4 at lower ground level for use by the Hotel Component and Serviced Apartments Component, including garbage bins, compactor (if any) and other equipment in or servicing that room.

**Hotel Signage Zone** means the areas of the façade of the Building depicted on the Signage Plan in Schedule 3 as the zones within which signage for the Hotel Stratum is able to be installed and affixed, and includes the areas of the Building on which signage for the Hotel Component and Serviced Apartments Component is located at the time of registration of this management statement.


**Hotel Stratum** means Lot 4 in the Stratum Plan.

**Hotel Stratum Owner** means the owner of the Hotel Stratum.

**Hotel Works** means the development of the Hotel Stratum by:

- (a) the construction of the Hotel Component comprising, without limitation, ground level lobby, hotel rooms and associated facilities, and car parking in the Hotel Stratum;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and



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- (c) the subdivision of the Hotel Stratum into further Stratum Lots (if applicable) and strata lots.

**Insurance/s** means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance;

**Level 9 Lounge Terrace** means the rooftop terrace area on level 9 of the Residential Component, including 2 barbeque areas, indoor seating/dining area, kitchenette, bar area and toilet amenities. The Level 9 Lounge Terrace is a Shared Facility for the benefit of the Residential Component.

**Level 18 Recreation Rooms** means the following residential recreation rooms and amenities on level 18 of the Building in the Residential Component:

- (a) two music rooms, each with a piano;
- (b) Sky lounge with lounge furniture and dining tables and chairs;
- (c) theatre room with screen, furniture, projector and associated equipment
- (d) kitchenette with cooktop, sink and dishwasher for use in conjunction with the Sky Lounge; and
- (e) children's games room with TV, games and associated equipment.

**Loading Dock** means the loading dock is on lower ground level of Infinity by Crown Group within the Retail Stratum.

**Management Act** means the Strata Schemes Management Act 2015 and Regulations.


**Meeting** means a meeting of the Committee held according to part B of this management statement. A Meeting includes a meeting held in writing according to clause 3.7.

**Meeting Room** means the meeting room on level 18 of the Residential 2 Component, including all finishes, furniture, fittings and equipment in the room. The Meeting Room is a Shared Facility.

**Member** means each Owners Corporation and a registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme, as appropriate;

**Member entitled to vote** means a Member who under Schedule 2 is obliged to contribute to the costs of the Shared Facility or Shared Facilities the subject matter of the vote and who has paid the Committee:

- (a) all of their Administrative Fund and Capital Works Fund contributions up to date; and
  - (b) all other money they owe the Committee under this management statement,
- which are due and payable before the Meeting or Emergency Meeting commences.

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**Member in Default** means a Member which fails or has failed to comply with its obligations as prescribed under clause 9.10 and who will have no voting rights at meetings of the Committee unless it has satisfied those obligations before the date of notice for such a meeting.

**Occupiers** means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot (including part of a Stratum Lot) or a Strata Lot as is appropriate;

**Officer** means the Secretary, Treasurer or Chairperson of the Committee.

**Ordinary Resolution** means a resolution of the Committee that is passed at a properly convened meeting by simple majority of votes cast by the Member's representatives who attend the meeting and who are entitled to vote.

**Outstanding Levy Certificate** means a certificate provided by the Committee according to clause 2.22.

**Owner** means an owner of a Stratum Lot or a Strata Lot, as appropriate;

**Owners Corporation** includes the Owners Corporations for the Residential Component, the Retail Component and any Owners Corporation established on registration of a Strata Plan;

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

**Residential 1 Stratum Owner** means the owner of the Residential 1 Stratum, and includes the Owners Corporation established on registration of a strata plan over the Residential 1 Stratum.

**Residential 2 Stratum** means Lot 2 in the Stratum Plan.


**Residential 2 Stratum Owner** means the owner of the Residential 2 Stratum, and includes the Owners Corporation established on registration of a strata plan over the Residential 2 Stratum.

**Residential Component** means the component of Infinity by Crown Group within the Residential 1 Stratum and Residential 2 Stratum.

**Residential Garbage Room** means, for each of the Residential Components, the garbage rooms in Lot 1 and Lot 2 (as applicable) at lower ground level receiving garbage from the garbage chute, including garbage bins, carousel and compactor and other equipment in or servicing that room.

**Residential Garbage Chute Room** means, for each of the Residential Components, the garbage waste and recycling waste chute room located on each residential level giving access to a garbage chute.

**Residential Garbage Bin Holding Area** means the residential garbage bin holding area at lower ground level adjacent to the Loading Dock.

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**Residential Owners** means the Owners of the Residential 1 Stratum and Residential 2 Stratum.

**Residential Works** means the development of a Residential Stratum by:

- (a) the construction of the Residential Component comprising, without limitation, retail premises, and car parking in the Residential 1 Stratum and Residential 2 Stratum;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Residential 1 Stratum or Residential 2 Stratum into further Stratum Lots (if applicable) and strata lots.

**Retail and Hotel Waste and Recycling Room** means the garbage bin holding area at lower ground level adjacent to the Loading Dock for use by the Retail Component, Hotel Component, Serviced Apartments Component, Conference Component and Commercial Component for the storage of garbage bins prior to collection of garbage from the Building.

**Retail/Commercial Component** means the components of Infinity by Crown Group within the Retail Stratum and the Commercial Stratum.

**Retail Component** means the component of Infinity by Crown Group within the Retail Stratum.

**Retail Stratum** means Lot 3 in the Stratum Plan.

**Retail Stratum Owner** means the owner of the Retail Stratum.

**Retail Works** means the development of the Retail Stratum by:


- (a) the construction of the Retail Component comprising, without limitation, retail premises, and car parking in the Retail Stratum;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Retail Stratum into further Stratum Lots (if applicable) and strata lots.

**Rules** mean rules made by the Committee about the management, operation, maintenance and control of Infinity by Crown Group and Shared Facilities.

**Schedule** means either schedule 1 or 2 of this management statement as varied or amended in accordance with this management statement;

**Service Bays** means the 3 service vehicle bays at level B1 of Residential 2 Stratum and 5 service vehicle bays in the Loading Dock for temporary parking of services vehicles

**Serviced Apartments Component** means the component of Infinity by Crown Group within the Serviced Apartments Stratum.

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**Serviced Apartments Stratum** means Lot 5 in the Stratum Plan.

**Serviced Apartments Stratum Owner** means the owner of the Hotel Stratum.

**Serviced Apartments Works** means the development of the Serviced Apartments Stratum by:

- (a) the construction of the Serviced Apartments Component comprising, without limitation, ground level lobby, hotel rooms and associated facilities, and car parking in the Serviced Apartments Stratum;
- (b) the installation of ancillary services, facilities, plant or equipment (that may be new Shared Facilities or changes or additions to existing Shared Facilities); and
- (c) the subdivision of the Serviced Apartments Stratum into further Stratum Lots (if applicable) and strata lots.

**Service Provider** means a person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.

**Share** means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in Schedule 2;


**Shared Costs** means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Committee pursuant to clause 9 including but not limited to:

- (a) operation, maintenance and repair costs;
- (a) renewal, renovation and replacement costs;
- (b) insurances;
- (c) fees payable to the Strata Manager or Facilities Manager; and
- (d) all other amounts determined by the Committee to be Shared Costs.

**Shared Facilities** means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are:

- (a) used by two or more Members or Owners; or
- (b) used by one Member or Owner who is not the owner of the Stratum Lot or Strata Lot in which the Shared Facility is located.

**Shared Facility Member** means a Member who is required to maintain, repair, or replace services, facilities, machinery and equipment pursuant to the Management Act that form the Shared Facilities.

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**Special Resolution** means a resolution of the Committee that is passed at a properly convened meeting against which not more than one quarter of Member's representatives attending are entitled to vote are cast.

**Statement** means this strata management statement.

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

**Strata Manager** means the strata managing agent for the time being appointed by the Committee under clause 7.1.

**Strata Plan** means a plan which according to the Development Act subdivides a Stratum Lot to create a Strata Scheme.

**Strata Scheme** means a strata scheme created when a Stratum Lot is subdivided by a Strata Plan;

**Stratum Lot** means a lot which is limited in height or depth or both, being a lot in the Stratum Plan.

**Stratum Plan** means DP1211900.

**Swimming Pool Area** means the swimming pool located on level 3 in the Residential 2 Stratum, the area around the swimming pool, spa, sauna, toilets and associated plant and equipment, which is a Shared Facility for the use of the Residential 1 Stratum Owner, the Residential 2 Stratum Owner, the Hotel Stratum Owner and the Serviced Apartments Stratum Owner.


**Unanimous Resolution** means a resolution of the Committee that is passed at a properly convened meeting in favour of which all votes are cast by Member's representatives who attend the meeting and who are entitled to vote;

**Visitor Car Parking Spaces** means the 28 visitor car parking spaces on level B1 in Residential 1 Stratum and Residential 2 Stratum, which are a Shared Facility for the Residential Component.

**Works** means:

- (a) all building and landscaping works that affect the exterior appearance of the Building;
- (b) the installation of signage (excluding the repair, replacement, reinstatement, alteration or modification of existing signage);
- (c) any building works that may affect the structural integrity of another Stratum Lot; and
- (d) any building works that affect the Shared Facilities.

Works do not include:

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- (e) works relating to the internal refurbishment or the fitout of the premises within a Stratum Lot; or
- (f) maintenance, repair or refurbishment of signage for a business conducted within a Stratum Lot,


that does not affect the exterior appearance of the Building or the structural integrity of another Stratum Lot.

**you** means a Member, Owner or Occupier as relevant to the context of the clause in which it is used.


#### 48.2 Interpretation

In this management statement, unless the contrary intention appears the following applies.

- (a) Reference to:
  - (i) one gender includes the other genders;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;
  - (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
  - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
  - (vi) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes.
- (b) Headings are for convenience only and do not affect the interpretation or form part of this management statement.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.

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- (f) As far as possible all provisions of this management statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
- (i) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
  - (ii) If any provision or part of this management statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this management statement will not be affected or impaired.

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### Schedule 1 - List of Shared Facilities


This Schedule describes the Shared Facilities in the Building. The list of Shared Facilities must be read in conjunction with clauses 9.1 and 9.2 which describe the items and costs associated with the operation, management, preventative maintenance and replacement of Shared Facilities.

Unless a particular item specifies otherwise, Shared Facilities are available for use by each Member, Owner and Occupier.


All references to levels in the Building are based on the Stratum Plan, unless specified otherwise.

Item No.	Shared Facility	Description	Members Benefited:	Location
	<b>Management Costs</b>			
1.	Facilities Manager /Building Manager Fee	The Facilities Manager / Building Manager is appointed by the Committee to provide management and operational services for the Building.  Fee for the service provided by the Facilities/Building Manager in accordance with the Strata Management Statement. The building management services will include the services provided by the facilities/building manager appointed by the Committee. This will include management fees and other fees or charges that the Committee must pay and other costs incurred by the Committee according to its agreement with the building manager.	All members	N/A
2.	Strata Management services	Strata management services include the services provided by the strata Manager appointed by the committee. Costs for strata	All members	N/A




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Item No.	Shared Facility	Description	Members Benefited:	Location
		management services include, without limitation: (a) management fees and other fees that the committee must pay to the strata Manager according to their agreement; and (b) other costs incurred by the committee according to its agreement with the Strata Manager; (c) accounting fees incurred by the Committee in performing its functions; and (d) costs incurred by the Committee to maintain its records (including its financial records) according to this management statement.		
3.	Capital Works Fund Levies – BMC	The levies imposed upon the Members to establish a capital works fund in accordance with clause 2.7 to pay for the renewal and replacement of the physical Shared Facilities.	All members	N/A
4.	Audit Cost	Cost relating to auditing accounts of the Strata Management Statement.	All Members	N/A
5.	Building Management Committee expenses	Administration, accounting, legal and other expenses payable by the Committee in performing obligations, duties and powers under the management statement	All Members	N/A

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Item No.	Shared Facility	Description	Members Benefited:	Location
6.	Insurance	Costs for insurance include: (a) building insurance premiums; (b) machinery breakdown insurance premiums; (c) public liability insurance premiums for Shared Facilities; (d) premiums under other policies effected by the Committee according to this management statement; (e) excesses on insurance policies affected by the Committee; (f) valuations of the Building for building insurance purposes; (g) insurance brokers fee; and (h) other insurance related costs incurred by the Committee for the Building, Shared Facilities and under the Easements or under an existing policy.	All members	N/A
<b>Operating Expenses</b>				
7.	Water consumption by common areas	Water consumption by Shared Facilities and common areas in the Building that are not otherwise charged to Owners Corporations, Owners and Occupiers in the Building.  Water consumption included in this Shared Facility is calculated by Sydney Water in accordance with clause 43 of this management statement and will be billed by Sydney Water to the Committee.	All members	Throughout Site
8.	Signage	Signage includes all line marking, directional signage, facility signage	All members	Throughout Site

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Item No.	Shared Facility	Description	Members Benefited:	Location
		and signage for the Building which is located in or on shared facilities.  It does not include signage on or within a member's component of the Building (which only services that component).  Costs associated with signage include maintenance, cleaning, repair and lighting (including electricity consumption costs).		
9.	Façade cleaning	Cleaning and washing of façade and external surfaces in Lots 1,2, 4, 5 and 7.  This Shared Facility does not include the street level external shopfronts / façades of the Hotel Component, Retail Component and Conference Centre Component.	All members	Ground to roof levels (Lots 1,2, 4 and 5)
10.	Building management control system	Building management control system, including computer hardware and software to control security system, car park management system, mechanical systems and lifts, located in the Building Manager's office and security room.	All members	Throughout Building
11.	Manned security	Contract for roving security patrols of shared facilities and the Building.	All members	External Patrols

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Item No.	Shared Facility	Description	Members Benefited:	Location
12.	Security system	<p>The security system includes all security items giving access to Shared Facilities. It includes:</p> <ul style="list-style-type: none"> <li>(a) Security Keys and associated card readers;</li> <li>(b) The security controller located in the Building Manager's office;</li> <li>(c) The security panels on lift doors and the boom gates enabling access;</li> <li>(d) Audio intercom system; and</li> <li>(e) All wires, cables and ducts to operate the security system computers and controllers.</li> </ul> <p>This Shared Facility does not include the intercom and security systems that exclusively service any component.</p>	All members	Throughout Building
13.	Lighting	<p>This shared facility includes:</p> <ul style="list-style-type: none"> <li>• External lighting including the light poles and fittings located in the shared areas;</li> <li>• External illumination of the Building; and</li> <li>• Lighting in shared lobbies and plant rooms used by all Members.</li> </ul> <p>Costs for this shared facility include costs for lighting fittings, globes, cables, stands, maintenance, and electricity consumption that is metered through the common areas meters.</p>	All members	Ground level and level 1 (all lots at these levels)
14.	Car park lighting	<p>Car park lighting on all basement car parking levels.</p> <p>Costs for this shared facility include costs for lighting fittings, globes, cables, stands, maintenance, and electricity consumption.</p>	All members	Basement Car park levels

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Item No.	Shared Facility	Description	Members Benefited:	Location
15.	Stormwater pump station	Stormwater pumps and pit, including all associated pumps, conduits, tanks, pits, pipes, any associated water meters and water charges. The shared facility includes any cleaning and routine and non-routine maintenance costs associated with this shared facility.	All Members	Level B3 (Lots 1 and 2)
16.	Sewer pump stations	Inground sewer pump station, including all associated pumps, conduits, tanks, pits, pipes, any associated water meters and water charges. The shared facility includes any cleaning and routine and non-routine maintenance costs associated with this shared facility.	All Members	Level B3 (Lot 1) Level B3 (Lot 2)
17.	General purpose pit	Drainage pit, including all associated pumps, conduits, tanks, pits, pipes, any associated water meters and water charges. The shared facility includes any cleaning and routine and non-routine maintenance costs associated with this shared facility.	All Members	Level B3 (Lot 1)
18.	Main communications Room	Room housing equipment for MDF, telephones, Opticomm equipment, CCTV equipment, security equipment and Embedded Network provider computer equipment. Includes the room and the communication equipment in the room and associated ducts, cables and equipment, throughout the Building.	All Members	Lower ground level (Lot 3)
19.	Main switch room	Electrical switch room, including switches, meters, controls, risers, pipes, cables. Includes cleaning and repair, maintenance and replacement of the room and equipment.	All Members	Lower ground level (Lot 3)
20.	Secondary switch room	Electrical switch room, including switches, meters, controls, risers,	All Members	Ground level (Lot 3)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		pipes, cables. Includes cleaning and repair, maintenance and replacement of the room and equipment.		
21.	Gas meter room (ground level)	Room to house gas meters, including meters, valves, controls, riser space, pipes, cables, and cleaning and repair, maintenance and replacement of the room and equipment.	All members	Ground level (Lot 4)
22.	Gas meter room (level 18)	Room to house gas meters, including meters, valves, controls, riser space, pipes, cables, and cleaning and repair, maintenance and replacement of the room and equipment.	Lots 1 and 2	Level 18 (Lot 2)
23.	Fire System	Includes all: <ul style="list-style-type: none"> <li>• Basement sprinklers;</li> <li>• Evacuation system and smoke detectors— throughout site and common lobbies;</li> <li>• Fire hydrant booster valves;</li> <li>• Fire indicator panel, hydrant booster, Sprinkler Valves and pumps located Ground Floor.</li> <li>• Meters and pump room;</li> <li>• Mimic panels;</li> <li>• Hydrant risers &amp; hose reel distribution lines;</li> <li>• Occupant warning system control panel;</li> <li>• Power to hydrant pump room; and</li> </ul> all essential fire safety measures/systems.	All members	Basement levels to roof, throughout Building.
24.	Annual fire certification	Essential services certification for the whole Site.	All members	N/A
25.	Fire control room	Room to house fire control equipment, including detection panel, EWIS panel, smoke control	All Members	Ground level (Lot 3)


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Item No.	Shared Facility	Description	Members Benefited:	Location
		panel, connection to fire brigade, monitors, controls, software, riser space and pipes. Includes cleaning and repair, maintenance and replacement of the room and equipment.		
26.	Fire sprinkler hydrant pump room	Pump room for fire sprinkler hydrant, including pumps, pipes to fire sprinkler tanks and ancillary equipment.	All Members	Level B3 (Lot 2)
27.	Fire sprinkler and hydrant tanks	Water tanks supplying fire sprinklers and hydrants, including all booster pumps, valves, storage tanks, associated pipework, and electrical components.	All Members	Level B3 (Lot 2)
28.	Fire hydrants booster valve cupboard	Cupboard containing booster valve system for fire hydrants and sprinklers, including: <ul style="list-style-type: none"> <li>• pumps, valves, controls, meters (where appropriate), riser space and pipework; and</li> <li>• cleaning and repair, maintenance and replacement of the room and equipment.</li> </ul>	All Members	Ground level (Lot 3)
29.	Fire stairs	Fire stairs throughout the Building providing emergency egress from the Building. Includes cleaning and repair, maintenance and replacement of the fire stairs.	All Members	All levels (All Lots)
30.	Fire Stair Pressurisation	Includes all motors, fans, controls, ducting, grilles, filters, pipe work, electrical components and other items that form part of the stair pressurisation systems. This shared facility includes the stair pressurisation equipment and fan room adjacent to each fire stair including the associated risers and ducts.	All members	Within fire stairs and associated risers/ducts


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Item No.	Shared Facility	Description	Members Benefited:	Location
31.	Lifts No. 9 and 10	<p>Lifts between Level B3 and Level 9, providing access between B3 and level 8 for occupiers of the Hotel Component, including all ancillary equipment, switches and controls and cleaning, repair, maintenance and replacement of the lifts and ancillary equipment.</p> <p>Costs for this Shared Facility include:</p> <ul style="list-style-type: none"> <li>• electricity costs;</li> <li>• access to and from the lifts via corridors and stairs using the most direct route or a route nominated by the Committee, from time to time; and</li> <li>• lift maintenance contract and repair of the lifts; and</li> <li>• other costs associated with the use and operation of the lifts.</li> </ul>	Lots 4 and 5	Level B3 to level 9 (Lot 4)
32.	Lift No. 1	<p>Lift primarily for Retail Component use between Level B1 and Level 1 and for use by all Members between Level B1 and Level 1 for access from Level 1 to Car Share Scheme Parking Bays on level B1 and for accessible access from and to the railway station connection, including all ancillary equipment, switches and controls and cleaning, repair, maintenance and replacement of the lifts and ancillary equipment.</p> <p>Costs for this Shared Facility include:</p> <ul style="list-style-type: none"> <li>• electricity costs;</li> <li>• access to and from the lifts via corridors and stairs using the most direct route or a route nominated by the Committee, from time to time; and</li> <li>• lift maintenance contract and repair of the lifts; and</li> <li>• other costs associated with the use and operation of the lifts.</li> </ul>	All Members	Level B1 to level 1 (Lot 3)




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Item No.	Shared Facility	Description	Members Benefited:	Location
33.	Lift No. 2	Lift between Level B1 and Ground Level, providing access to the Sydney Trains tunnel under Botany Road, including all ancillary equipment, switches and controls and cleaning, repair, maintenance and replacement of the lifts and ancillary equipment.  Costs for this Shared Facility include: <ul style="list-style-type: none"> <li>• electricity costs;</li> <li>• access to and from the lifts via corridors and stairs using the most direct route or a route nominated by the Committee, from time to time; and</li> <li>• lift maintenance contract and repair of the lifts; and</li> <li>• other costs associated with the use and operation of the lifts.</li> </ul>	All Members	Level B1 to ground level (Lot 3)
34.	Lift No. 13	Lift between Level 1 and Level 3, providing access for occupiers of lots 1, 2, 4 and 5 to amenities on levels 2 and 3, including all ancillary equipment, switches and controls and cleaning, repair, maintenance and replacement of the lifts and ancillary equipment.  Costs for this Shared Facility include: <ul style="list-style-type: none"> <li>• cleaning;</li> <li>• electricity costs;</li> <li>• access to and from the lifts via corridors and stairs using the most direct route or a route nominated by the Committee, from time to time; and</li> <li>• lift maintenance contract and repair of the lifts; and</li> <li>• other costs associated with the use and operation of the lifts.</li> </ul>	Lots 1, 2, 4 and 5	Level 1 to level 3 (Lot 2)

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Item No.	Shared Facility	Description	Members Benefited:	Location
35.	Railway station access lobbies and stairs	Public pedestrian access way, stairs, roller shutter door and lift connecting the Building to the tunnel to Green Square Station, being the site of easement for public access variable width (E) (limited in stratum) in the Stratum Plan. Includes all obligations under that easement and the associated positive covenant, and includes cleaning, repair, maintenance and replacement of floor surfaces and lighting, and electricity consumption if separately metered or measurable.	All Members	Level B1 to ground level (Lots 3 and 6)
36.	On-site stormwater detention tank	Detention tank for stormwater, including: <ul style="list-style-type: none"> <li>• pumps, valves, controls, meters (where appropriate), and pipes; and</li> <li>• cleaning and repair, maintenance and replacement of the tank and equipment.</li> </ul>	All members	Lower ground level (Lot 3)
37.	Recycled water tank	Water tank receiving recycled water from the public recycled water system, supplemented by potable water as needed from Sydney Water and rainwater, and supplying recycled water for use in the Building. Includes all pumps, valves, pipes and associated equipment, and repair, maintenance and replacement of the tank, pumps, valves, pipes and associated equipment.  The anticipated use and benefit of this Shared Facility is:  (a) 85% by Lots 1, 2, 4 and 5; (b) 10% by lots 1 and 2; and (c) 5% by all lots.	All members	Lower ground level (Lot 3)
38.	Recycled water supply to recycled water tank	Recycled water supplied to the recycled water tank from the public recycled water system for use in	All Members	Throughout Building

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Item No.	Shared Facility	Description	Members Benefited:	Location
		<p>the Building by toilets, car wash bay, laundries, Plaza Area irrigation, planter box irrigation and landscaping irrigation. Consumption of recycled water will be as metered before the recycled water tank and billed by the entity operating the public recycled water system to the Building.</p> <p>The anticipated use and benefit of this Shared Facility is:</p> <p>(d) 85% by Lots 1, 2, 4 and 5;                      (e) 10% by lots 1 and 2; and                      (f) 5% by all lots.</p>		
39.	Potable water supply to recycled water tank	<p>Potable water supplied to the recycled water tank by Sydney Water to ensure adequate volume in the recycled water tank to ensure sufficient supply to the Building for use in toilets, car wash bay, laundries, Plaza Area irrigation, planter box irrigation and landscaping irrigation. Consumption of potable water will be as metered before the recycled water tank and billed by Sydney Water to the Building.</p> <p>The anticipated use and benefit of this Shared Facility is:</p> <p>(g) 85% by Lots 1, 2, 4 and 5;                      (h) 10% by lots 1 and 2; and                      (i) 5% by all lots.</p>	All Members	Throughout Building
40.	Cold water pump and meter room	<p>Room to house cold water meters and pumps, including pumps, valves, controls, meters, riser space and pipes.</p> <p>Water usage as metered will be paid for by each Member. Water as metered to the common areas will be paid for as part of this Shared Facility.</p>	All Members	Level B2 (Lot 2)

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Item No.	Shared Facility	Description	Members Benefited:	Location
41.	Electrical and communications cupboard	Cupboard containing building automation services (BAS) and building management systems, including switches, equipment, controls, ducts and cables.	All Members	Each level of the Building
42.	Building Manager's office	Offices on ground level and lower ground level to house building management staff and loading dock manager, Building Manager's store room on lower ground level and building monitoring and security equipment, including furniture and equipment, computers, CCTV and other security and monitoring equipment and systems and related software, and their repair, maintenance and replacement.	All Members	Ground level and lower ground level (Lot 3)
43.	Car park emergency lighting	Emergency lighting for car park, including switches, meters, controls, risers, pipes, cables.	All Members	Levels B3 to lower ground level (All lots)
44.	Car park sprinkler system	Fire sprinkler system in car park, including all booster pumps, valves, storage tanks, associated pipework, and electrical components.	All Members	Levels B3 to lower ground level (All lots)
45.	Car park mechanical ventilation supply and exhaust	Car park mechanical ventilation and exhaust systems comprising supply air fans in car park and associated equipment. Includes plant on lower ground level and the supply fans, exhaust fans and car park fans, and the supply systems, intake louvers, ducts servicing the exhaust risers, fan motors and housing, controls and associated equipment, stair pressurisation system, mechanical intake plenum, maintenance of rooms and equipment.	All Members	Levels B3 to lower ground level (All lots)
46.	Car Share Scheme Spaces	6 car share scheme parking bays for use by a car scheme operator pursuant to a contract with the Owners Corporation for the	All Members	Level B1 (lot 2)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		Residential 2 Stratum. Includes cleaning, repair and maintenance of the bays to the extent this is not performed by the car share scheme operator.  This Shared Facility includes the rights and obligations under contract with the Owners Corporation for the Residential 2 Stratum and the car scheme operator.		
47.	Sewer boundary trap	Sewer boundary trap and connection point to Sydney Water main, servicing drainage from all Stratum Lots.	All Members	Lower ground level on Ebsworth Street (Lot 2)
48.	Residential hot water plant rooms (Lower ground level)	Hot water plant in plant rooms for supply of hot water to lots 1, 2, 4 and 5, including hot water tanks, gas heater, meters, booster pumps and hydraulic pipes, valves and associated pipework, electrical components and equipment. Includes cleaning, repair, maintenance and replacement of the area and equipment.	Lots 1, 2, 4 and 5	Lower ground level (Lot 1)
49.	Central thermal plant room	Thermal plant in plant room for supply of thermal energy to all lots, including cooling towers, boilers, chillers for supply of chilled water and condenser water to lots, including meters, pumps and hydraulic pipes, valves and associated pipework, electrical components and equipment. Includes cleaning, repair, maintenance and replacement of the area and equipment.	All Members	Lower ground level (Lot 3)
50.	Residential hot water plant room (Level 21)	Plant room located on level 21 for supply of hot water to lots 1 and 2 at levels 13 and above, containing condenser water pumps, gas boiler/s, heat exchanger/s, cooling	Lots 1 and 2	Level 21 (lots 1 and 2)

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Item No.	Shared Facility	Description	Members Benefited:	Location
		tower, domestic hot water plant, switchboards and associated plant and equipment. Includes cleaning, repair, maintenance and replacement of the area and plant and equipment.		
51.	Loading Dock	Loading dock accessed from Tweed Place, including the roller shutter or other gate and ventilation systems servicing the Loading Dock. Includes cleaning and repair and maintenance of the dock and any costs of running the dock. Includes the cost of any dedicated loading dock manager.  5 of the Service Bays are located in the Loading Dock.	All Members	Lower ground level (Lot 3)
52.	Service Bays	3 bays at level B1 of Residential 2 Stratum and 5 bays in the Loading Dock for temporary parking of services vehicles, including cleaning and repair and maintenance of the bays.	All Members	Level B1 (lot 2) and Loading Dock at lower ground level (lot 3)
53.	Conference Component boom gates	2 boom gates providing access to Conference Component parking spaces, including repair, replacement and maintenance of plant and equipment.	Lot 6	Car park level B1 (Lots 1 and 2)
54.	Gates, driveways and vehicle access control	Covers all boom gates, driveways and vehicle access control systems (other than Conference Component boom gates), including repair, replacement and maintenance of plant and equipment, and driveway cleaning and maintenance.  Gates, roller shutters and vehicle control to individual Stratum Lots are the responsibility of each Member.	All Members	Car park entry to B3 (All lots)
55.	Driveway cleaning	Cleaning of Shared Facility car park entry and driveway areas. Does	All Members	Car park driveway levels from


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Item No.	Shared Facility	Description	Members Benefited:	Location
		not include cleaning of the Loading Dock.		ground to B3 (All lots)
56.	Hotel drop-off bays	3 drop-off bays for use by the Hotel Component, located in the Serviced Apartments Component.	Lots 4 and 5	Level B1 (lot 5)
57.	Hotel lobby and associated areas	Entry and lift lobby areas within lot 4, including floor finishes, wall finishes, signage, ceilings and fixtures, furniture and fittings. Includes cleaning of the area, repair, maintenance and replacement of the floor finishes, walls, signs and lighting servicing the area. The hotel manager's office, staff offices, meeting room, luggage store, storeroom, toilet amenities and mail boxes are part of this Shared Facility.	Lots 4 and 5	Ground level (lot 4) and Level 1 (lot 4)
58.	Hotel cleaning and maintenance	Maintenance, repair, and replacement of all areas of the Hotel Component and Serviced Apartment Component not within the Hotel lobby, including floor finishes, wall finishes, signage, ceilings and fixtures, furniture and fittings. This Shared Facility includes replacement of the floor finishes, walls, signs and lighting servicing the area.	Lots 4 and 5	Ground level to level 8 (lots 1 and 2)
59.	Hotel utility consumption	Utility consumption by the Hotel Component and Serviced Apartments Component not covered by another Shared Facility, including electricity, gas, water and other Embedded Network Services.	Lots 4 and 5	Ground level to level 8 (lots 1 and 2)
60.	Swimming Pool Area	Swimming Pool Area, including the area around the swimming pool, sauna, spa, cabanas, seating areas, landscaping, and associated plant and equipment and consumption of utilities (such as water, electricity and gas), chemicals and other items used in	Lots 1, 2, 4 and 5	Level 3 (Lot 2)


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Item No.	Shared Facility	Description	Members Benefited:	Location
		connection with the Swimming Pool Area. Includes cleaning, maintenance, repair and replacement of all items comprising the Swimming Pool Area and associated equipment and all consumables.		
61.	Swimming pool and spa plant room	Plant room and associated pumps, valves, controls, meters (where appropriate), riser space and pipes. Includes cleaning and repair, maintenance and replacement of plant and the room.	Lots 1, 2, 4 and 5	Level 2 (Lot 2)
62.	Swimming pool chemical room	Room for the housing of swimming pool chemicals and supplies.	Lots 1, 2, 4 and 5	Lower ground level (Lot 2)
63.	Gym	Gym located on level 2 in Lot 2, including the gym, changerooms, toilets, area around the gym, associated plant and equipment and consumption of utilities (such as water, electricity and gas), chemicals and other items used in connection with the Gym. Includes cleaning, maintenance, repair and replacement of all the Gym and associated equipment and all consumables.	Lots 1, 2, 4 and 5	Level 2 (Lot 2)
64.	Level 9 Lounge Terrace	The Level 9 Lounge Terrace area including 2 BBQ areas, kitchenette, bar area indoor seating area, associated landscaping, furniture, fittings and equipment, and consumption of utilities (such as water, electricity and gas), and other items used in connection with the Level 9 Lounge Terrace.	Lots 1 and 2	Level 9 (Lots 1 and 2)
65.	Meeting Room	Level 18 meeting room, including all finishes, furniture, fittings and equipment in the room. Includes cleaning, maintenance, repair and	Lots 1 and 2	Level 18 (Lot 2)




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Item No.	Shared Facility	Description	Members Benefited:	Location
		replacement of all finishes, furniture, fittings and equipment.		
66.	Level 18 Recreation Rooms	Recreation rooms on level 18 including each of the following rooms and areas:	Lots 1 and 2	Level 18 (Lot 2)
	(a) Music rooms	2 music rooms on level 18, each with piano and associated equipment. Includes finishes, furniture, fittings and equipment in the rooms, cleaning of the rooms and maintenance, repair and replacement of all finishes, furniture, fittings and equipment.	Lots 1 and 2	Level 18 (Lot 2)
	(b) Sky lounge	Level 18 residents' lounge, including all finishes, furniture, fittings and equipment in the area, cleaning of the area and maintenance, repair and replacement of all equipment, finishes, furniture, fittings and other equipment.	Lots 1 and 2	Level 18 (Lot 2)
	(c) Theatre	Level 18 theatre room with screen, furniture, projector and associated equipment. Includes storeroom housing theatre equipment and finishes, furniture, fittings and equipment in the room, and cleaning of the room and maintenance, repair and replacement of all finishes, furniture, fittings and equipment.	Lots 1 and 2	Level 18 (Lot 2)
	(d) Kitchenette	Level 18 kitchenette with cooktop, sink and dishwasher for use in conjunction with the Sky Lounge. Includes all finishes, furniture, fittings and equipment in the kitchenette, cleaning of the room and maintenance, repair and replacement of all equipment, finishes, furniture, fittings and other equipment.	Lots 1 and 2	Level 18 (Lot 2)

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Item No.	Shared Facility	Description	Members Benefited:	Location
	(e) Children's games room	Level 18 children's games room with TV, games and associated equipment. Includes finishes, furniture, fittings and equipment in the room and cleaning of the room and maintenance, repair and replacement of all finishes, furniture, fittings and equipment.	Lots 1 and 2	Level 18 (Lot 2)
67.	Level 18 amenities	Level 18 toilet amenities include accessible amenities. Includes cleaning and repair, maintenance and replacement of the amenities and fixtures and fittings in the amenities and all consumable used.	Lots 1 and 2	Level 18 (Lot 2)
68.	Visitor parking bays	28 visitor car parking bays.	Lots 1 and 2	Level B1 (Lots 1 and 2)
69.	Car wash bay	Car wash bay, including water supply and consumption (if separately metered), sump pit and cold water and oil separator equipment on level B2.	Lots 1 and 2	Level B1 (Lot 1)
70.	Residential bicycle storage rooms	Rooms on level B1 and lower ground level for storage of bicycles for use by the Residential Component. Includes cleaning, repair, maintenance and replacement of the room and fittings in the room.	Lots 1 and 2	Level B1 (Lot 1) Lower ground level (Lots 1 and 2)
71.	End of trip facilities	End of trip facilities on lower ground level including bicycle racks, toilets, shower and lockers for Retail Component, Conference Component, Hotel Component, and Serviced Apartments Component and Commercial Component. Includes cleaning, repair, maintenance and replacement of the room and fittings in the room.	Lots 3, 4, 5, 6 and 7	Lower ground level (Lot 3)
72.	Hotel signage	Signage located in the Hotel Signage Zone, including all wires,	Lot 4	Building facade as

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Item No.	Shared Facility	Description	Members Benefited:	Location
		cables, conduits or other equipment used for the passage of electricity or other services to the Hotel Signage.		indicated on Signage Plan
73.	Conference signage	Signage located in the Conference Signage Zone, including all wires, cables, conduits or other equipment used for the passage of electricity or other services to the Conference Signage.	Lot 6	Building facade as indicated on Signage Plan
74.	Retail signage	Under awning signage affixed to the footpath awning and façade mullions, including all wires, cables, conduits or other equipment used for the passage of electricity or other services to the Retail signage.	Lot 3	level 1 and lower ground level (Lots 3 and 7)
75.	Residential Garbage Bin Holding Area	Garbage room for storage of Residential Component general garbage bins, recyclable garbage bins and bulky waste. Includes exhaust risers, ducts and fans and ancillary equipment.	Lots 1 and 2	Lower ground level (lot 1)
76.	Retail and Hotel Waste and Recycling Room	Garbage room for storage of garbage bins for lots 3, 4, 5, 6 and 7. Includes exhaust risers, ducts and fans and ancillary equipment.	Lots 3, 4, 5, 6 and 7	Lower ground level (lot 3)
77.	Hotel Garbage Room	Garbage room for storage of garbage bins for lots 4 and 5. Includes garbage chutes from each level, exhaust risers, ducts and fans and ancillary equipment.	Lots 4 and 5	Level B1 (lot 4)
78.	Footpath awnings	All external awnings above Building perimeter footpath. Includes cleaning, repair, maintenance and replacement of the awnings.	All Members	Ground level / level 1 (Lots 3, 4 and 6)
79.	Internal awnings	All external awnings at level 1/level 2 facing the level 1 internal open space in the Building. Includes cleaning, repair, maintenance and replacement of the awnings.	Lots, 1, 2, 3, 4, 5 and 7	Ground level / level 1 (Lots 1, 2, 3, 4 and 7)

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Item No.	Shared Facility	Description	Members Benefited:	Location
80.	Plaza Area	External paved and landscaped area within the Building at level 1, including all paving, landscaping, furniture, fittings and associated plant and equipment. Includes cleaning, maintenance, repair and replacement of all the paving, planting, furniture, fittings and associated plant and associated equipment.	All Members	Level 1 (Lot 3)
81.	Grease arrestor 1	Grease arrestor in grease arrestor room on level B1 servicing retail premises, including; <ul style="list-style-type: none"> <li>• pits, pumps, valves, controls, meters (where appropriate), riser space and pipework; and</li> <li>• cleaning and repair, maintenance and replacement of the room and equipment.</li> </ul>	Lot 3	Level B1 (Lot 3)
82.	Grease arrestor 2	Grease arrestor servicing the Conference Component and retail premises in the Retail Component, including; <ul style="list-style-type: none"> <li>• pits, pumps, valves, controls, meters (where appropriate), riser space and pipework; and</li> <li>• cleaning and repair, maintenance and replacement of the room and equipment.</li> </ul>	Lots 6 and 7	Level B2 (Lot 2)
83.	Kitchen exhaust 1	Kitchen exhaust chimney system on the north-west side of the Building and servicing Bourke Street tenancies in the Retail Stratum, including risers, ducts, fans, motors and all ancillary equipment.	Lot 3	Ground level to roof (lots above Retail Component)
84.	Kitchen exhaust 2	Kitchen exhaust chimney system on the north-east side of the Building and servicing Ebsworth Avenue tenancies in the Retail	Lot 3	Ground level to roof (lots above

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Item No.	Shared Facility	Description	Members Benefited:	Location
		Stratum, including risers, ducts, fans, motors and all ancillary equipment.		Retail Component)
85.	Kitchen exhaust 3	Kitchen exhaust chimney system on the north-east side of the Building and servicing Ebsworth Avenue tenancies in the Retail Stratum, including risers, ducts, fans, motors and all ancillary equipment.	Lot 3	Ground level to roof (lots above Retail Component)
86.	Kitchen exhaust 4	Kitchen exhaust chimney systems servicing tenancies in the Commercial Stratum, Retail Stratum and Conference Centre, including risers, ducts, and all ancillary equipment. Fans, motors and ancillary equipment installed by Owners or Occupiers are not part of this Shared Facility.	Lots 3, 6 and 7	Ground level to roof (lots 7, 3 and 1)
87.	External façade maintenance	Maintenance of the external façade of the Building, being the façade facing the plaza area within the Building and the façade facing outwards. Includes repair, maintenance and replacement of the external façade.	All Members	Level 1 and above (Lots 1, 2, 3, 4, 5, 6 and 7)
88.	Roof	The roof of the Building. Includes cleaning, repair, maintenance and replacement of the roof and the roofing materials and membranes.	All Members	Roof (Lots 1 and 2)
89.	Mechanical Ventilation Contract	Routine and non-routine regular service and maintenance contract(s) in relation to other plant which are Shared Facilities including: <ul style="list-style-type: none"> <li>• supply fans;</li> <li>• various shafts and ducts;</li> <li>• exhaust fans; and</li> <li>• stair pressurisation fans.</li> </ul>	All Members	All Lots

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Item No.	Shared Facility	Description	Members Benefited:	Location
90.	Fire Services contracts – routine and non-routine	<p>The fire detection and prevention systems (wet and dry) including:</p> <ul style="list-style-type: none"> <li>• fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;</li> <li>• fire sprinkler system including all booster pumps, valves, storage tanks, associated pipework, and electrical components, etc;</li> <li>• Fire hydrant and hose reel system including all booster pumps, valves, storage tanks, associated pipework and electrical components etc;</li> <li>• fire extinguishers;</li> <li>• fire system inspection, testing, monitoring and certification;</li> <li>• fire detection panel, EWIS panel, smoke control panel, connection to fire brigade and smart graphic system, and associated electrical components; and</li> <li>• all other items associated with the shared fire services.</li> </ul> <p>Costs for the fire system include the costs to comply with any obligations of the Committee regarding fire safety.</p> <p>The fire system does not include additional fire safety equipment or services installed in a strata scheme, Strata Lot or Stratum Lot by a Member, Owner or Occupier.</p>	All Members	All Lots
91.	Pest Control Contract	Pest control in all Shared Facilities areas including inspection, treatment and remedial actions.	All Members	All Lots


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Item No.	Shared Facility	Description	Members Benefited:	Location
92.	Embedded Network Services	<p>Embedded Network Services used by or in connection with the Shared Facility areas, Shared Facilities and by any other areas in the Building that are not separately metered.</p> <p>The consumption by the unmetered areas will be calculated by totalling the relevant Embedded Network Service supplied to all components of the Building through the master meters or gate meters and deducting from that total the total volume of the Embedded Network Service supplied through secondary meters in the Building to Strata Lots and Stratum Lots and to any Shared Facility areas, Shared Facilities and common areas that are separately metered.</p> <p>The cost is to be shared in the proportion to the GFA of each Member's Stratum Lot in relation to the GFA of all Stratum Lots, as recorded in Schedule 2.</p>	All Members	Throughout Building
93.	Unmetered utility consumption to the Building	<p>Charges for utility consumption by Shared Facility areas, Shared Facilities and by any other areas in the Building that are not separately metered.</p> <p>The consumption by the unmetered Shared Facility areas and Shared Facilities will be calculated by deducting the consumption by Strata Lots and Stratum Lots and by any Shared Facility areas and Shared Facilities that are separately metered from the total consumption by the Building as measured by the utility provider's gate meters in the Building.</p> <p>Includes all utilities other than Embedded Network Services covered elsewhere in this schedule.</p>	All Members	n/a


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Item No.	Shared Facility	Description	Members Benefited:	Location
		The cost is to be shared in the proportion to the GFA of each Member's Stratum Lot in relation to the GFA of all Stratum Lots, as recorded in Schedule 2.		
94.	Utility consumption to metered common areas	Charges for utility consumption by Shared Facility areas, Shared Facilities and common areas that is metered but not separately metered to any Shared Facility.  The cost is to be shared in the proportion of the GFA of each entitled Member's Stratum Lot in relation to the GFA of all entitled Member's Stratum Lots, as recorded in Note 1 of Schedule 2.	The Members who are entitled to use the relevant Shared Facility area, Shared Facility or common area	n/a
<b>Cleaning expenses</b>				
95.	Cleaning - general	Cleaning of Shared Facilities and shared areas used by all Members. This shared facility includes the cleaner's room and storerooms located throughout the Building for the cleaning of shared areas.	All members	N/A
96.	Cleaning – Swimming Pool Area and Gym	Cleaning of Swimming Pool Area and Gym.	Lots 1, 2, 4 and 5	Level 3 (lot 2)
97.	Cleaning - Carpark	Cleaning of Car park on all car park levels including the Loading Dock and Service Bays.	All members	Ground level to level B3
98.	Cleaning – Piazza and rail tunnel	Cleaning of Piazza and accessways and tunnel to Green Square Railway Station.	All members	Ground level to level B
99.	Cleaning – Hotel and Serviced Apartments	Cleaning of Hotel Component and Serviced Apartments Component.	Lots 4 and 5	Lots 4 and 5
100.	Cleaning – Level 9 Lounge Terrace	Cleaning of Level 9 Lounge Terrace	Lots 1 and 2	Level 9 (lots 1 and 2)



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Item No.	Shared Facility	Description	Members Benefited:	Location
101.	Cleaning – Level 18 areas	Cleaning of level 18 Recreation Rooms, Level 18 amenities and Meeting Room.	Lots 1 and 2	Level 18 (lot 2)
<b>Repair and maintenance expenses</b>				
102.	R&M – General	Repair and maintenance on Shared Facilities not covered in specific categories – such as shared plant rooms, shared fire stairs, car park and loading dock entry etc.	All Members	All Members who use the relevant area or Shared Facility
103.	R&M – Carpentry & Locks	Repair and maintenance of Shared Facilities involving carpentry and door locks to Shared Facility areas.	All Members	All Members who use the relevant area or Shared Facility
104.	R&M – Painting	Repair and maintenance of Shared Facilities involving painting to Shared Facility areas.	All Members	All Members who use the relevant area or Shared Facility
105.	R&M – Plumbing	Repair and maintenance of Shared Facilities involving plumbing to Shared Facility areas.	All Members	All Members who use the relevant area or Shared Facility
106.	R&M – Electrical	Repair and maintenance of Shared Facilities involving electrical including <ul style="list-style-type: none"> <li>• maintenance and testing of shared switchboards;</li> <li>• emergency light testing and maintenance to Shared Facility areas; and</li> <li>• lamp replacement to shared areas.</li> </ul>	All Members	All Members who use the relevant area or Shared Facility


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## Schedule 2 - Shared Costs for Shared Facilities


The percentages in the second and third columns represent the percentage of the total cost for each Shared Facility that the Members must pay.

If this Annexure does not apportion the costs for particular Shared Facility, the Members must contribute towards the Shared Facility according to clause 9.


Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
<b>Management Costs</b>									
1.	Facilities Manager /Building Manager Fee	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
2.	Strata Management services	—	—	—	—	—	—	—	Shared equally
3.	Capital Works Fund Levies – BMC	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
4.	Audit Cost	—	—	—	—	—	—	—	Shared equally
5.	Building Management Committee expenses	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
6.	Insurance	Act	Act	Act	Act	Act	Act	Act	Proportion based on replacement value of each lot and determined in accordance with the provisions of the Strata Schemes Development Act 2015 as if the Lots are lots in a part strata building.
<b>Operating Expenses</b>									
7.	Water consumption by common areas	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		<b>Resi 1</b>	<b>Resi 2</b>	<b>Retail</b>	<b>Hotel</b>	<b>SA</b>	<b>Conf</b>	<b>Comm</b>	
8.	Signage	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
9.	Façade cleaning	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
10.	Building Management control system	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
11.	Manned security	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
12.	Security system	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
13.	Lighting	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
14.	Car park lighting	40.21	29.63	11.64	6.08	1.06	9.79	1.59	Relative number of car spaces (see note 2)
15.	Stormwater pump station	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
16.	Sewer pump stations	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
17.	General purpose pit	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
18.	Main communications Room	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
19.	Main switch room	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
20.	Secondary switch room	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
21.	Gas meter room (ground level)	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
22.	Gas meter room (level 18)	54.89	45.11	--	--	--	--	--	Relative GFA (see note 1)
23.	Fire System	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
24.	Annual fire certification	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
25.	Fire control room	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
26.	Fire sprinkler hydrant pump room	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
27.	Fire sprinkler and hydrant tanks	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
28.	Fire hydrants booster valve cupboard	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
29.	Fire stairs	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
30.	Fire Stair Pressurization	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
31.	Lifts No. 9 and 10	--	--	--	83.66	16.34	--	--	Relative GFA (see note 1)
32.	Lift No. 1	19.08	15.68	60.0	3.07	0.60	1.41	0.16	Relative GFA (see note 1) adjusted to allow for primary Retail Component use (estimate 60%)
33.	Lift No. 2	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
34.	Lift No. 13	49.65	40.8	--	8.0	1.56	--	--	Relative GFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
35.	Railway station access lobbies and stairs	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
36.	On-site stormwater detention tank	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
37.	Recycled water tank	49.68	40.97	0.44	7.15	1.4	0.16	0.02	Relative GFA (see recycled water and potable water usage (recycled water tank) in note 1)
38.	Recycled water supply to recycled water tank	49.68	40.97	0.44	7.15	1.4	0.16	0.02	Relative GFA (see recycled water and potable water usage (recycled water tank) in note 1)
39.	Potable water supply to recycled water tank	49.68	40.97	0.44	7.15	1.4	0.16	0.02	Relative GFA (see recycled water and potable water usage (recycled water tank) in note 1)
40.	Cold water pump and meter room	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
41.	Electrical and communications cupboard	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
42.	Building Manager's office	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
43.	Car park emergency lighting	40.21	29.63	11.64	6.08	1.06	9.79	1.59	Relative number of car spaces (see note 2)
44.	Car park sprinkler system	40.21	29.63	11.64	6.08	1.06	9.79	1.59	Relative number of car spaces (see note 2)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
45.	Car park mechanical ventilation supply and exhaust	40.21	29.63	11.64	6.08	1.06	9.79	1.59	Relative number of car spaces (see note 2)
46.	Car Share Scheme Spaces	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
47.	Sewer boundary trap	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
48.	Residential hot water plant rooms (Lower ground level)	49.65	40.8	–	8.0	1.56	–	–	Relative GFA (see note 1)
49.	Central thermal plant room	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
50.	Residential hot water plant room (Level 21)	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)
51.	Loading Dock	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative anticipate usage
52.	Service Bays	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
53.	Conference Component boom gates	–	–	–	–	–	100	–	100% of cost paid by Lot 6
54.	Gates, driveways and vehicle access control	40.21	29.63	11.64	6.08	1.06	9.79	1.59	Relative number of car spaces (see note 2)
55.	Driveway cleaning	40.21	29.63	11.64	6.08	1.06	9.79	1.59	Relative number of car spaces (see note 2)
56.	Hotel drop-off bays	–	–	–	83.66	16.34	–	–	Relative GFA (see note 1)
57.	Hotel lobby and associated areas	–	–	–	83.66	16.34	–	–	Relative GFA (see note 1)


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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
58.	Hotel cleaning and maintenance	–	–	–	83.66	16.34	–	–	Relative GFA (see note 1)
59.	Hotel utility consumption	–	–	–	83.66	16.34	–	–	Relative GFA (see note 1)
60.	Swimming Pool Area	46.88	35.16	–	14.71	3.24	–	–	Relative number of dwelling units (see note 3)
61.	Swimming pool and spa plant room	46.88	35.16	–	14.71	3.24	–	–	Relative number of dwelling units (see note 3)
62.	Swimming pool chemical room	46.88	35.16	–	14.71	3.24	–	–	Relative number of dwelling units (see note 3)
63.	Gym	46.88	35.16	–	14.71	3.24	–	–	Relative number of dwelling units (see note 3)
64.	Level 9 Lounge Terrace	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)
65.	Meeting Room	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)
66.	Level 18 Recreation Rooms, comprising:	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)
	(a) Music rooms	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)
	(b) Sky lounge	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)
	(c) Theatre	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)
	(d) Kitchenette	54.89	45.11	–	–	–	–	–	Relative GFA (see note 1)


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		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
	(e) Children's games room	54.89	45.11	-	-	-	-	-	Relative GFA (see note 1)
67.	Level 18 amenities	54.89	45.11	-	-	-	-	-	Relative GFA (see note 1)
68.	Visitor parking bays	54.89	45.11	-	-	-	-	-	Relative GFA (see note 1)
69.	Car wash bay	57.58	42.42	-	-	-	-	-	Relative number of car spaces (see note 2)
70.	Residential bicycle storage room	54.89	45.11	-	-	-	-	-	Relative GFA (see note 1)
71.	End of trip facilities	-	-	42.62	33.59	6.56	15.44	1.79	Relative GFA (see note 1)
72.	Hotel signage	-	-	-	83.66	16.34	-	-	Relative GFA (see note 4)
73.	Conference signage	-	-	-	-	-	-	-	Relative GFA (see note 4)
74.	Retail signage	-	-	100	-	-	-	-	100% of cost paid by Lot 3
75.	Residential garbage room	54.89	45.11	-	-	-	-	-	Relative GFA (see note 1)
76.	Retail and Hotel waste and recycling room	-	-	42.62	33.59	6.56	15.44	1.79	Relative GFA (see note 1)
77.	Hotel garbage room	-	-	-	83.66	16.34	-	-	Relative GFA (see note 1)
78.	Footpath awnings	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
79.	Internal awnings	44.9	36.9	9.17	7.23	1.41	-	0.39	Relative GFA (see note 1)




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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
80.	Plaza Area	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
81.	Grease arrestor 1	–	–	100	–	–	–	–	100% of cost paid by Lot 3
82.	Grease arrestor 2	–	–	–	–	–	25	75	Anticipated use by Lot 6 and tenancies in Lot 7.
83.	Kitchen exhaust 1	–	–	100	–	–	–	–	100% of cost paid by Lot 3
84.	Kitchen exhaust 2	–	–	100	–	–	–	–	100% of cost paid by Lot 3
85.	Kitchen exhaust 3	–	–	100	–	–	–	–	100% of cost paid by Lot 3
86.	Kitchen exhaust 4	–	–	15.0	–	–	25.0	60.0	Anticipated use by Lot 6 and tenancies in Lot 7
87.	External façade maintenance	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
88.	Roof	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
89.	Mechanical Ventilation Contract	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
90.	Fire Services contracts – routine and non-routine	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
91.	Pest Control Contract	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
92.	Embedded Network Services	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
93.	Unmetered utility consumption to the Building	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
94.	Utility consumption to metered common areas	-	-	-	-	-	-	-	Proportion based on the proportion of the GFA of each entitled Member's Stratum Lot in relation to the GFA of all entitled Member's Stratum Lots, as recorded in Note 1 of Schedule 2.
	<b>Cleaning expenses</b>								
95.	Cleaning - general	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
96.	Cleaning – Swimming Pool Area and Gym	46.88	35.16	-	14.71	3.24	-	-	Relative number of dwelling units (see note 3)
97.	Cleaning - Carpark	40.21	29.63	11.64	6.08	1.06	9.79	1.59	Relative number of car spaces (see note 2)
98.	Cleaning – Piazza and rail tunnel	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
99.	Cleaning – Hotel and Serviced Apartments	-	-	-	83.66	16.34	-	-	Relative GFA (see note 1)
100.	Cleaning – Level 9 Lounge Terrace	54.89	45.11	-	-	-	-	-	Relative GFA (see note 1)
101.	Cleaning – Level 18 areas	54.89	45.11	-	-	-	-	-	Relative GFA (see note 1)
	<b>Repair and maintenance expenses</b>								
102.	R&M – General	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)

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Item No.	Shared Facility	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Method of dividing cost
		Resi 1	Resi 2	Retail	Hotel	SA	Conf	Comm	
103.	R&M – Carpentry & Locks	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
104.	R&M – Painting	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
105.	R&M – Plumbing	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)
106.	R&M – Electrical	43.46	35.71	8.88	7.0	1.37	3.22	0.37	Relative GFA (see note 1)

**Notes:**

**Note 1:** Relative GFA is the relative useable floor areas of the components of the Building, being, for each Stratum Lot, the sum of the floor areas within the walls or other external limits, less areas used as plant rooms (such as mechanical plant and equipment rooms), electrical equipment and switchrooms, tank rooms, lift motor rooms, meter cupboards and rooms, telecommunication switchrooms, refuse collection areas, loading docks, service bays and car parking spaces, lift shafts, service ducts and fire stairs. However, if the predominant use of a Stratum Lot is any of these excluded uses (such as for the housing plant and equipment or as a car park), areas used for these purposes will be included in the GFA.

The GFA areas on each level are recorded in the table at the end of these notes. The GFA areas (rounded) are as follows:


Lot	GFA (sqm)	Percentage	Lot	GFA (sqm)	Percentage
1	49,294	43.46	5	1,551	1.37
2	40,507	35.71	6	3,649	3.22
3	10,071	8.88	7	423	0.37
4	7,939	7.00	<b>Total</b>	<b>113,432</b>	<b>100%</b>
<b>Total</b>		<b>100%</b>			

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Lot	Component	GFA (sqm)	Percentage
1	Residential 1	49,294	54.89
2	Residential 2	40,507	45.11
<b>Total</b>		<b>89,801</b>	<b>100%</b>

Lot	Component	GFA (sqm)	Percentage
1	Residential 1	49,294	49.65
2	Residential 2	40,507	40.80
4	Hotel	7,939	8.00
5	Serviced Apartments	1,551	1.56
<b>Total</b>		<b>99,290</b>	<b>100%</b>


Lot	Component	GFA (sqm)	Percentage
4	Hotel	7,939	83.66
5	Serviced Apartments	1,551	16.34
<b>Total</b>		<b>9,490</b>	<b>100%</b>

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Lot	Component	GFA (sqm)	Percentage
3	Retail	10,071	51.49
4	Hotel	7,939	40.59
5	Serviced Apartments	1,551	7.93
<b>Total</b>		<b>19,561</b>	<b>100%</b>

Lot	Component	GFA (sqm)	Percentage
6	Conference	3,649	89.62
7	Commercial	423	10.38
<b>Total</b>		<b>4,071</b>	<b>100%</b>


Lot	Component	GFA (sqm)	Percentage
3	Retail	10,071	42.62
4	Hotel	7,939	33.59
5	Serviced Apartments	1,551	6.56
6	Conference	3,649	15.44
7	Commercial	423	1.79
<b>Total</b>		<b>23,632</b>	<b>100%</b>

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Lot	Component	GFA (sqm)	Percentage
1	Residential 1	49,294	49.44
2	Residential 2	40,507	40.62
4	Hotel	7,939	7.96
5	Serviced Apartments	1,551	1.56
7	Commercial	423	0.42
<b>Total</b>		<b>99,713</b>	<b>100%</b>

Lot	Component	GFA (sqm)	Percentage
1	Residential 1	49,294	45.07
2	Residential 2	40,507	37.04
3	Retail	10,071	9.21
4	Hotel	7,939	7.26
5	Serviced Apartments	1,551	1.42
<b>Total</b>		<b>109,362</b>	<b>100%</b>

Lot	Component	GFA (sqm)	Percentage
3	Retail	10,071	71.21%
6	Conference	3,649	25.8%
7	Commercial	423	2.99%
<b>Total</b>		<b>14,142</b>	<b>100%</b>

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Recycled water and potable water usage (recycled water tank)						
Gross share	Lot	GFA	Share		Total per lot	Percentage
<b>85%</b>	1	49,294	42.20%		<b>1</b>	<b>49.86%</b>
	2	40,507	34.68%		<b>2</b>	<b>40.97%</b>
	4	7,939	6.80%		<b>3</b>	<b>0.44%</b>
	5	1,550	1.33%		<b>4</b>	<b>7.15%</b>
		<b>99,290</b>			<b>5</b>	<b>1.40%</b>
					<b>6</b>	<b>0.16%</b>
<b>10%</b>	1	49,294	5.49%		<b>7</b>	<b>0.02%</b>
	2	40,507	4.51%			<b>100%</b>
		<b>89801</b>				
<b>5%</b>	1	49,294	2.17%			
	2	40,507	1.79%			
	3	10,071	0.44%			
	4	7,939	0.35%			
	5	1,551	0.07%			
	6	3,649	0.16%			
	7	423	0.02%			
		<b>113,434</b>				

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**Note 2:** The relative number of car spaces for each component of the Building are as follows:

Lot	Car spaces	Percentage	Lot	Car spaces	Percentage
1	153	40.37	5	4	1.06
2	112	29.55	6	37	9.76
3	44	11.61	7	6	1.58
4	23	6.07	<b>Total</b>	<b>379</b>	<b>100%</b>

Lot	Car spaces	Percentage
1	153	57.74
2	112	42.26
<b>Total</b>	<b>265</b>	<b>100%</b>

**Note:** Car space allocations to lots 1 and 2 include Visitor Car Parking Spaces allocated pro rata, as follows:

- Lot 1 – 16
- Lot 2 - 12


**Note 3:** The relative number of dwelling units for the Residential Component, Hotel Component and the Serviced Apartments Stratum of the Building are as follows:

Lot	Dwelling units	Percentage	Lot	Dwelling units	Percentage
1	188	46.88	4	59	14.71
2	141	35.16	5	13	3.24
			<b>Total</b>	<b>401</b>	<b>100%</b>

Lot	Dwelling units	Percentage
1	188	57.14
2	141	42.86
<b>Total</b>	<b>329</b>	<b>100%</b>


Lot	Dwelling units	Percentage
4	59	81.94
5	13	18.06
<b>Total</b>	<b>72</b>	<b>100%</b>



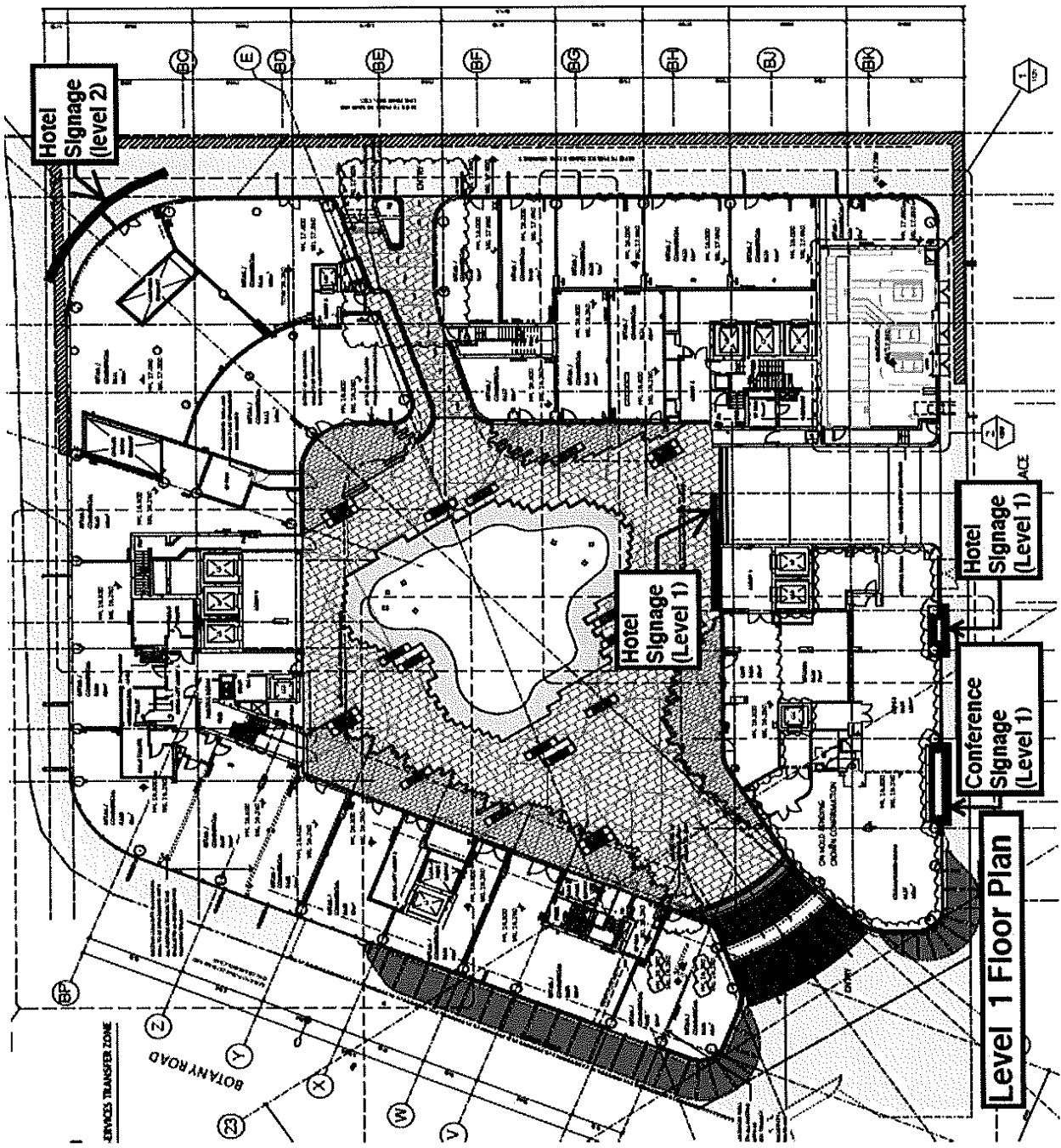
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**GFA areas table:**

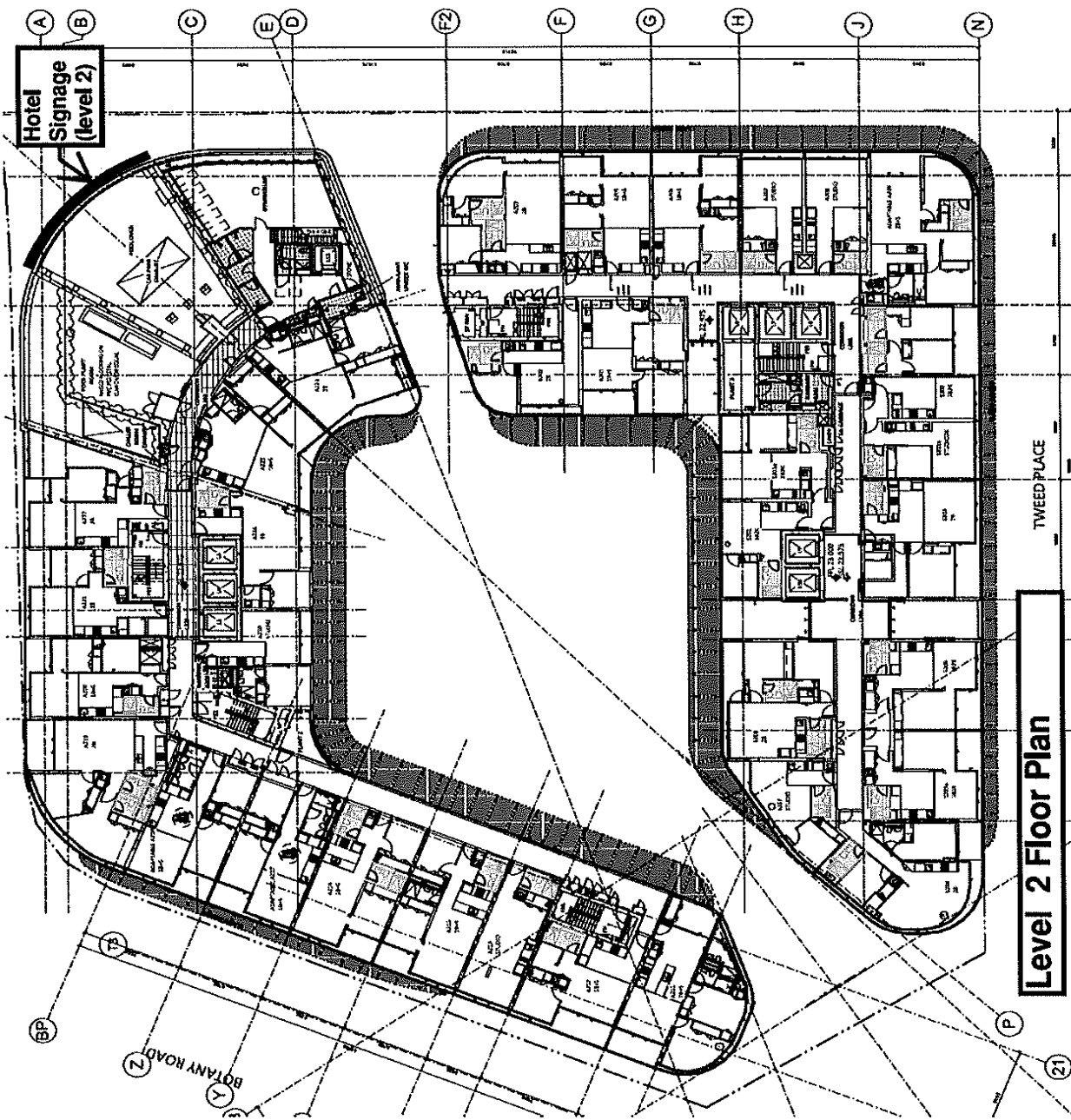
Level	Lot 1 (sqm)	Lot 2 (sqm)	Lot 3 (sqm)	Lot 4 (sqm)	Lot 5 (sqm)	Lot 6 (sqm)	Lot 7 (sqm)	Total GFA by levels (sqm)
B 3	2,406	2,598	-	16	-	26	-	5,045
B 2	2,660	1,856	-	377	-	31	-	4,924
B 1	1,438	1,280	1,106	29	58	981	32	4,924
Lower ground level	565	760	1,765	260	-	1,575	-	4,924
Ground level	340	188	3,058	284	-	1,032	-	4,902
Level 1	169	134	4,142	58	-	5	391	4,898
Level 2	1,765	2,627	-	847	-	-	-	5,239
Level 3	1,741	1,989	-	1,509	-	-	-	5,239
Level 5	2,041	1,689	-	1,509	-	-	-	5,239
Level 6	2,041	1,689	-	1,509	-	-	-	5,239
Level 7	2,041	1,689	-	1,509	-	-	-	5,239
Level 8	2,041	1,689	-	16	1,493	-	-	5,239
Level 9	3,031	2,192	-	16	-	-	-	5,239
Level 10	3,046	2,192	-	-	-	-	-	5,238
Level 11	3,046	2,192	-	-	-	-	-	5,238
Level 12	3,046	2,192	-	-	-	-	-	5,238
Level 13	3,046	2,192	-	-	-	-	-	5,238
Level 15	3,046	2,192	-	-	-	-	-	5,238
Level 16	3,046	2,192	-	-	-	-	-	5,238
Level 17	3,046	2,192	-	-	-	-	-	5,238
Level 18	2,648	2,591	-	-	-	-	-	5,239
Level 19	3,046	2,192	-	-	-	-	-	5,238
<b>Total</b>	<b>49,294</b>	<b>40,507</b>	<b>10,071</b>	<b>7,939</b>	<b>1,551</b>	<b>3,649</b>	<b>423</b>	<b>113,432</b>

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### Schedule 3 – Signage Zone plan

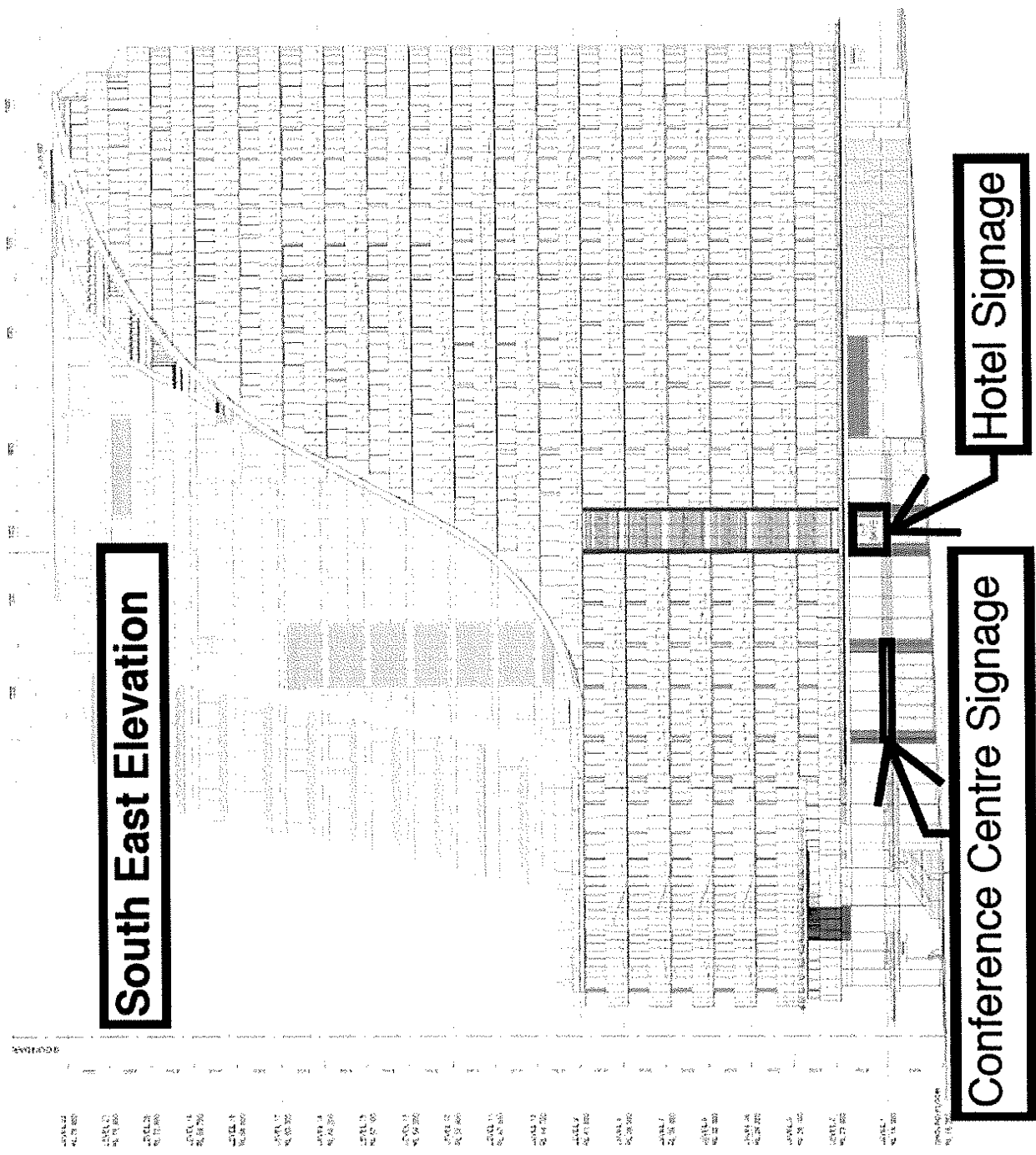


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**Level 2 Floor Plan**

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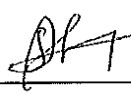
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**EXECUTION**

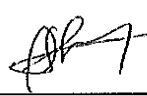
Executed as a deed

Signed on behalf of **Crown Green Square Pty Limited ACN 161 698 148:**


  
\_\_\_\_\_  
Secretary/Director  
IWAN SUNITO  
\_\_\_\_\_  
Print name


  
\_\_\_\_\_  
Director  
PAUL SATHIO  
\_\_\_\_\_  
Print name

Signed on behalf of **Sathio Investments Pty Limited ACN 138 087 939:**

  
\_\_\_\_\_  
Sole Secretary/Director  
PAUL SATHIO  
\_\_\_\_\_  
Print name


Signed on behalf of **Crown Cornerstone Investments Pty Limited ACN 138 199 112:**

  
\_\_\_\_\_  
Sole Secretary/Director  
IWAN SUNITO  
\_\_\_\_\_  
Print name

<b>Approved Form 9</b>	<b>Strata Management Statement</b>	Sheet 134 of 134 sheets
Registered:  <b>13/05/2019</b>	Office use only <b>SP92073</b>	

**Mortgagee**

**EXECUTED** by **AUSTREO** )  
**COMMERCIAL VENTURES PTY LTD** )  
**(ACN 618 406 901)** in accordance with )  
section 127(1) of the Corporations Act )  
2001 (Cth) by authority of its directors: )

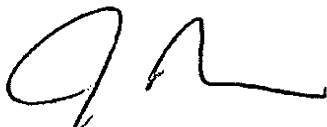


..... )

Signature of director )

David Gribble )  
..... )

Name of director (block letters) )



..... )

Signature of director )

Junnosuke Ando )  
..... )

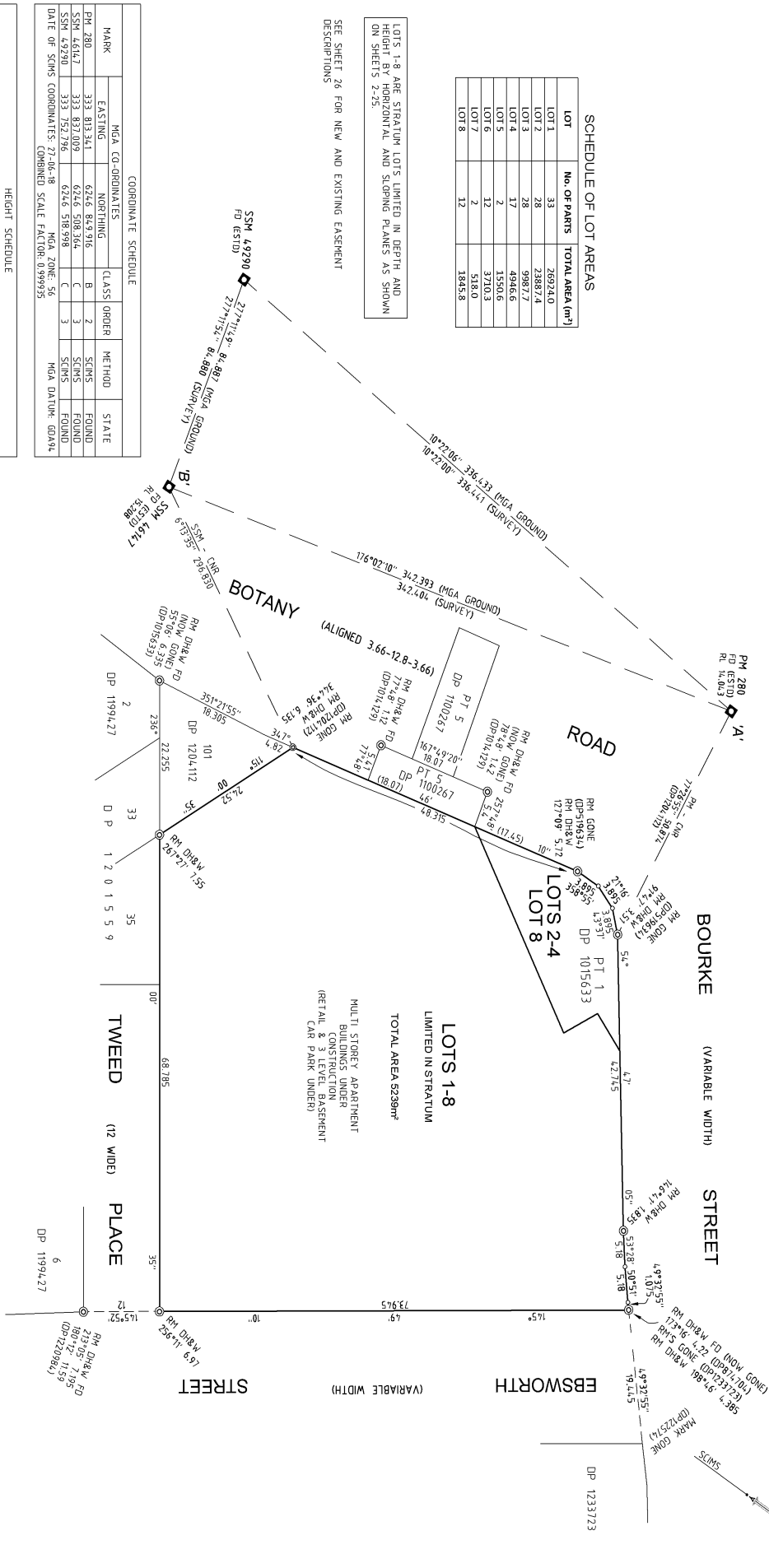
Name of director (block letters) )

## **Annexure 5 Stratum Plan**

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LOCATION PLAN



Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 071DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112

LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019/10  
 Lengths are in metres. Reduction Ratio 1:400

Registered  
 13.5.2019

DP1211900

SCHEDULE of SHORT & CURVED BOUNDARIES & EASEMENTS			
No.	BEARING	CHORD	ARC RADIUS
1	4.9°32'55"	1.075	2
4	191°04'	2.825	3.195
5	145°59'	2.86	2.88
6	326°11'	2.88	2.4
7	146°00'	1.13	1.255
8	281°00'		0.8

SEE SHEET 25 FOR STRAITUM STATEMENTS  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

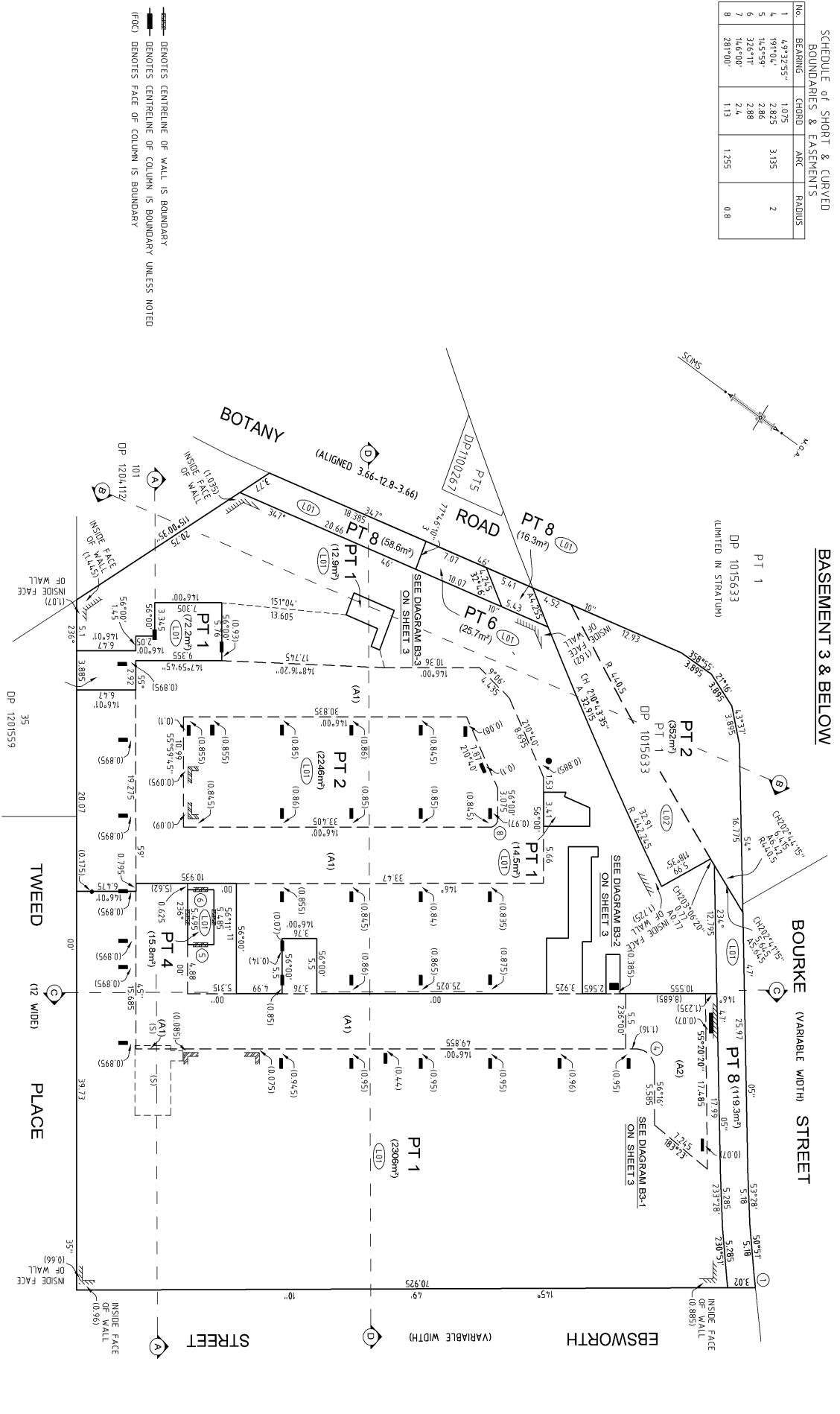
Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 071DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112

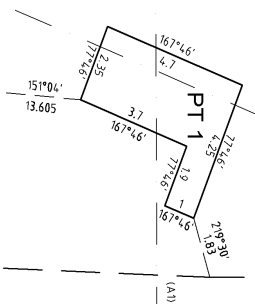
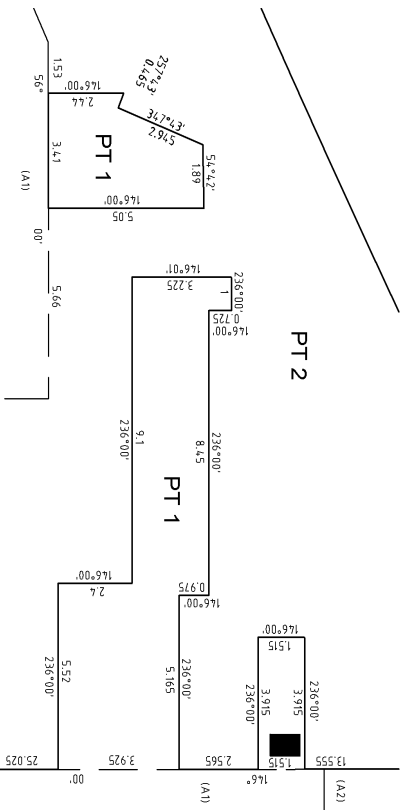
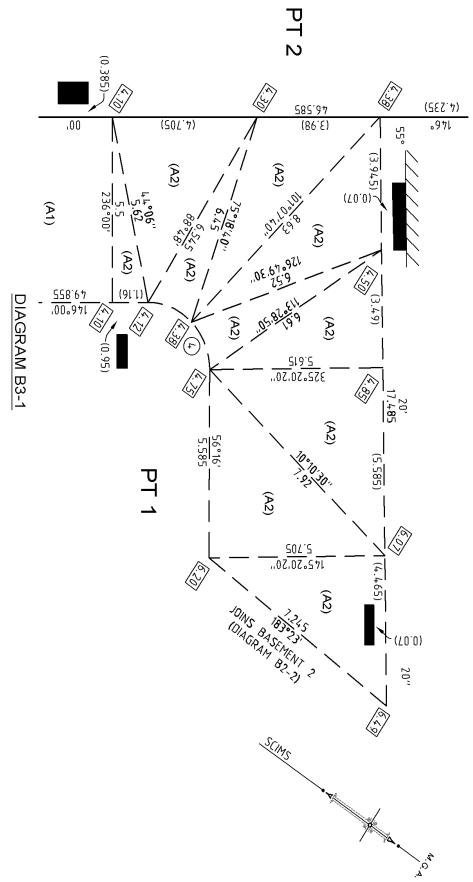
LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019/10  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 13.5.2019

DP1211900



**BASEMENT 3 DIAGRAMS**



**SCHEDULE of CURVED EASEMENTS**

No.	BEARING	CHORD	ARC	RADIUS
2	280°40'	7.03	7.795	5
3	281°00'	5.555	6.285	4
4	191°04'	2.825	3.135	2
23	201°49'	2.245	2.385	2

--- DENOTES FACE OF WALL IS EASEMENT  
 (F/C) DENOTES FACE OF COLUMN IS BOUNDARY

SEE SHEET 25 FOR STRATUM STATEMENTS  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 071CP  
 (PPN DP 1211900)

PLAN OF SUBDIVISION OF LOT 100 DP 1204112

LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019/10  
 Lengths are in metres. Reduction Ratio 1:100

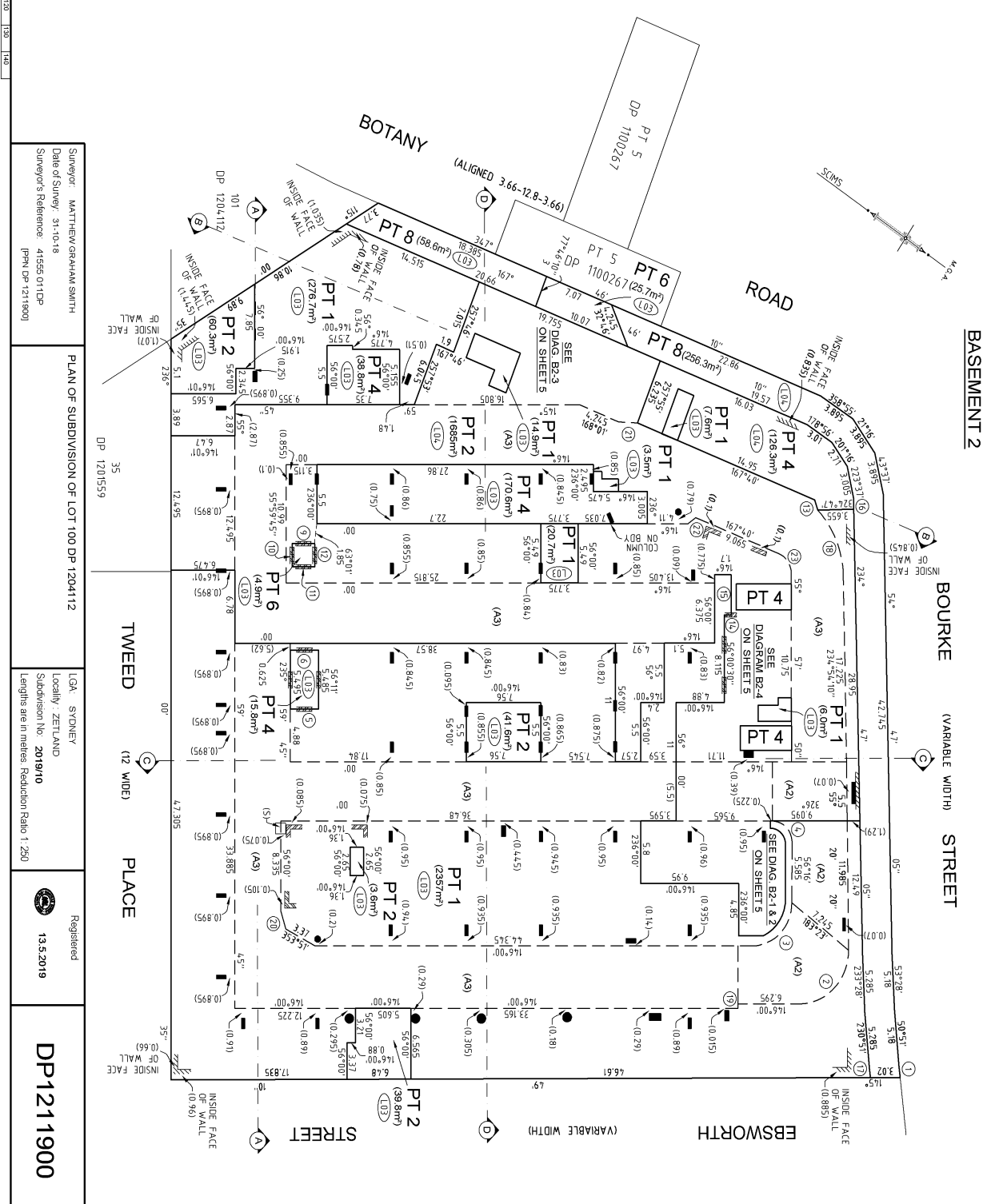


**DP1211900**

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SCHEDULE of SHORT & CURVED BOUNDARIES & EASEMENTS				
No.	BEARING	CHORD	ARC	RADIUS
1	4.9°32'55"	1.075	7.795	5
2	2.80°4'0"	7.03	6.285	4
3	2.81°0'0"	5.655	2.825	2
4	1.91°0'4"	2.825	3.135	2
5	14.5°5'9"	2.86	2.88	2
6	3.26°1'1"	2.29	2.15	2
9	14.6°0'0"	2.29	2.15	2
10	5.6°0'0"	2.15	2.16	2
11	14.6°1'1"	2.29	2.16	2
12	5.6°0'0"	2.16	0.725	1
13	3.7°0'1"	1.075	3.176	5
14	14.6°0'0"	3.176	10.45	16
15	2.86°0'0"	10.45	6.665	9
16	2.86°4'7.05"	6.665	6.825	9
17	2.81°0'0"	6.825	0.4	0.4
18	2.81°0'0"	0.4	1.725	11
19	2.86°0'0"	1.725	0.992	2
20	3.29°1'4"	0.992	2.245	2
21	12.7°0'0"	2.245	2.385	2
22	12.7°0'0"	2.385		
23	20.0°4'9"			

SEE SHEET 25 FOR STRAIGHT STATEMENTS  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS



Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 011DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112  
 LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 13.5.2019

DP1211900

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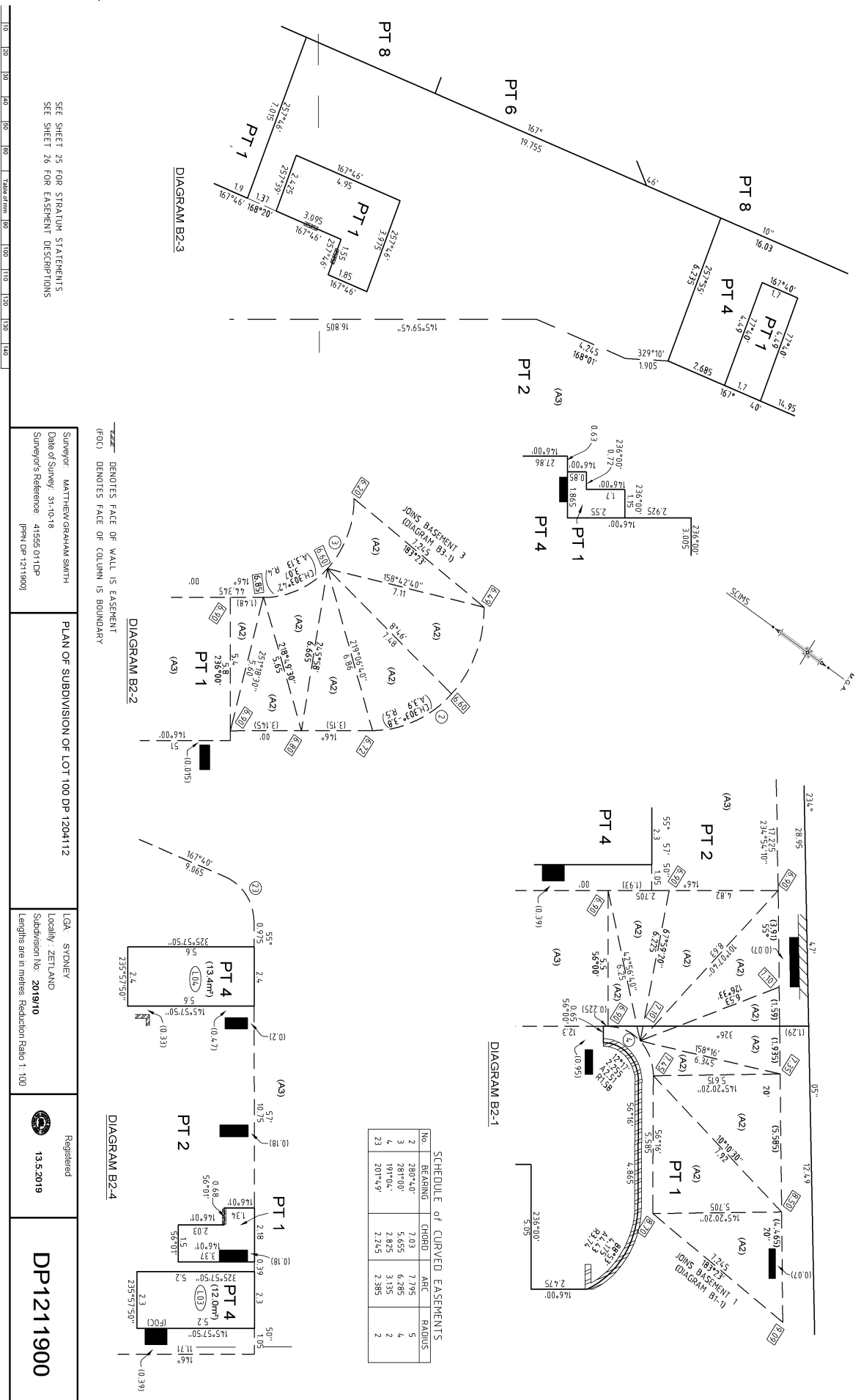
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**BASEMENT 2 DIAGRAMS**



SEE SHEET 25 FOR STATION STATEMENTS  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

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

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 071DP  
 (PPN DP 1211900)

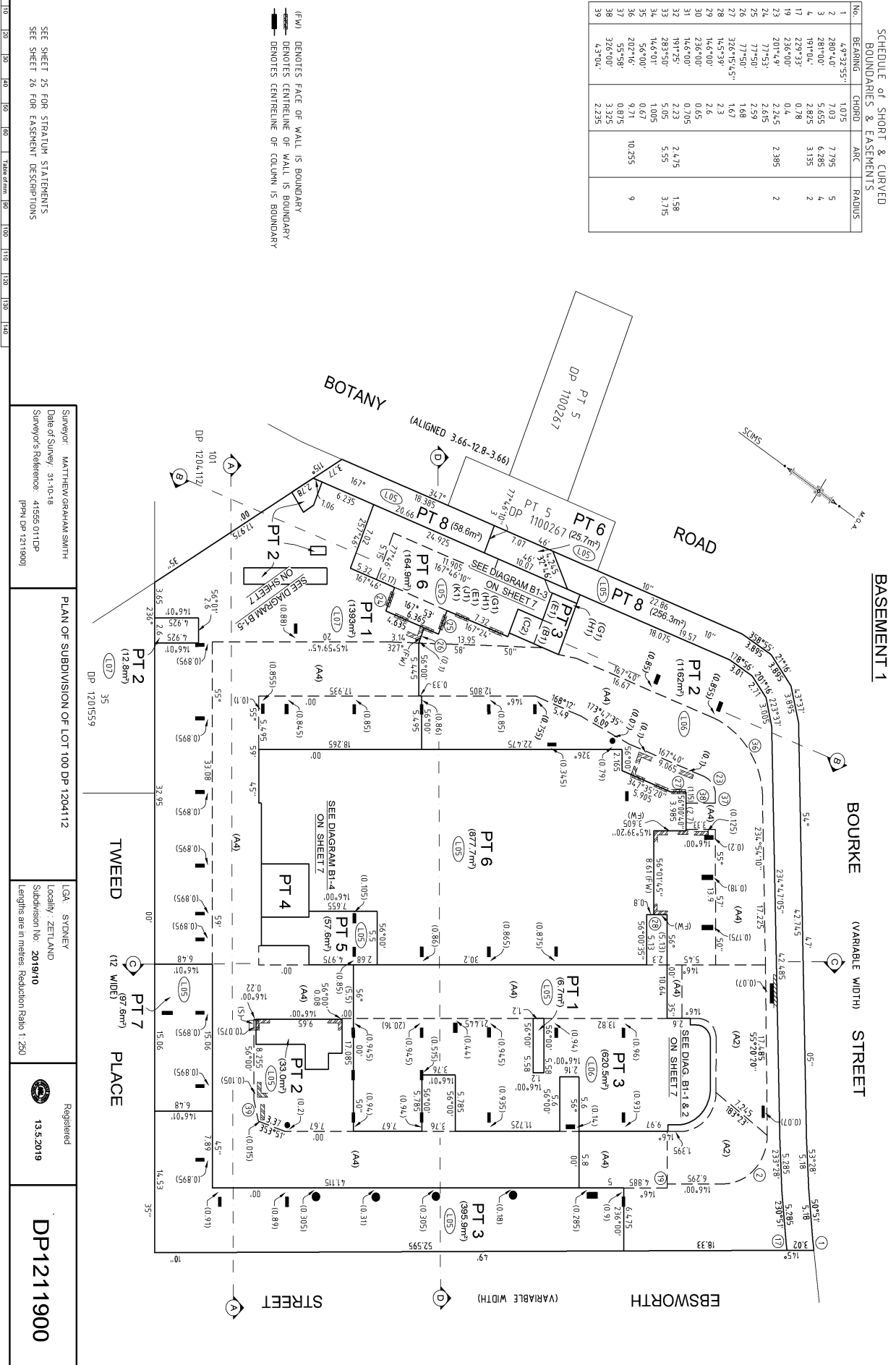
PLAN OF SUBDIVISION OF LOT 100 DP 1204112

LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:100

Registered  
 13.5.2019

DP1211900

SCHEDULE OF SHORT & CURVED BOUNDARIES & EASEMENTS				
No.	BEARING	CHORD	ARC	RADIUS
1	4.9°32'55"	1.075	7.795	5
2	280°4'0"	7.03	6.285	4
3	191°10'4"	2.825	3.135	2
4	229°3'3"	0.78		
17	236°0'0"	0.4		
19	236°0'0"	0.4		
23	201°4'9"	2.245	2.385	2
24	77°4'53"	2.615		
25	77°4'53"	2.59		
26	77°4'50"	1.68		
27	326°15'45"	1.67		
28	145°3'9"	2.3		
29	145°0'0"	0.65		
30	236°0'0"	0.705	2.475	158
31	145°0'0"	0.705	5.55	3.715
32	191°7'25"	5.05		
33	283°5'0"	1.005		
34	145°0'0"	0.67		
35	56°0'0"	0.67		
36	202°1'6"	0.875		
37	326°4'0"	2.325		
38	326°4'0"	2.235		
39	4.3°10'4"			



SEE SHEET 25 FOR STRATA STATEMENTS  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 011DP  
 PPN DP 1211900

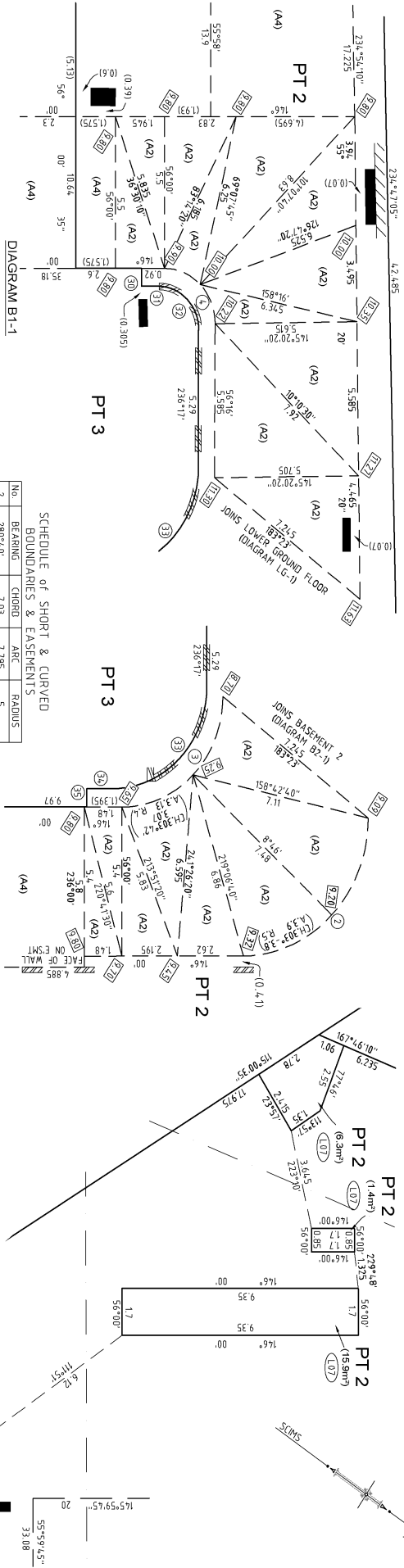
PLAN OF SUBDIVISION OF LOT 100 DP 1204112

LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 13.5.2019

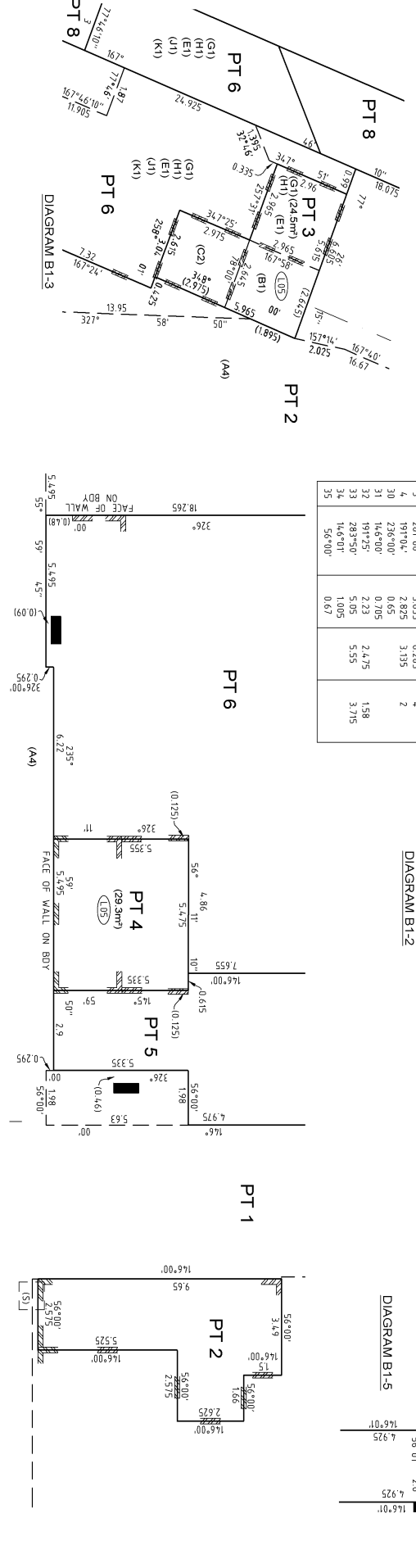
DP1211900

**BASEMENT 1 DIAGRAMS**



SCHEDULE of SHORT & CURVED BOUNDARIES & EASEMENTS

No.	BEARING	CHORD	ARC	RADIUS
1	280°10'	7.03	7.705	5
2	280°10'	5.655	6.785	4
3	181°10'	2.995	3.155	2
4	236°00'	0.65	0.705	3
5	146°00'	2.23	2.475	158
6	181°25'	2.23	2.835	33
7	181°25'	5.05	5.55	34
8	146°00'	1.005	1.067	56



SEE SHEET 25 FOR STRATUM STATEMENTS  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556-01-DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112

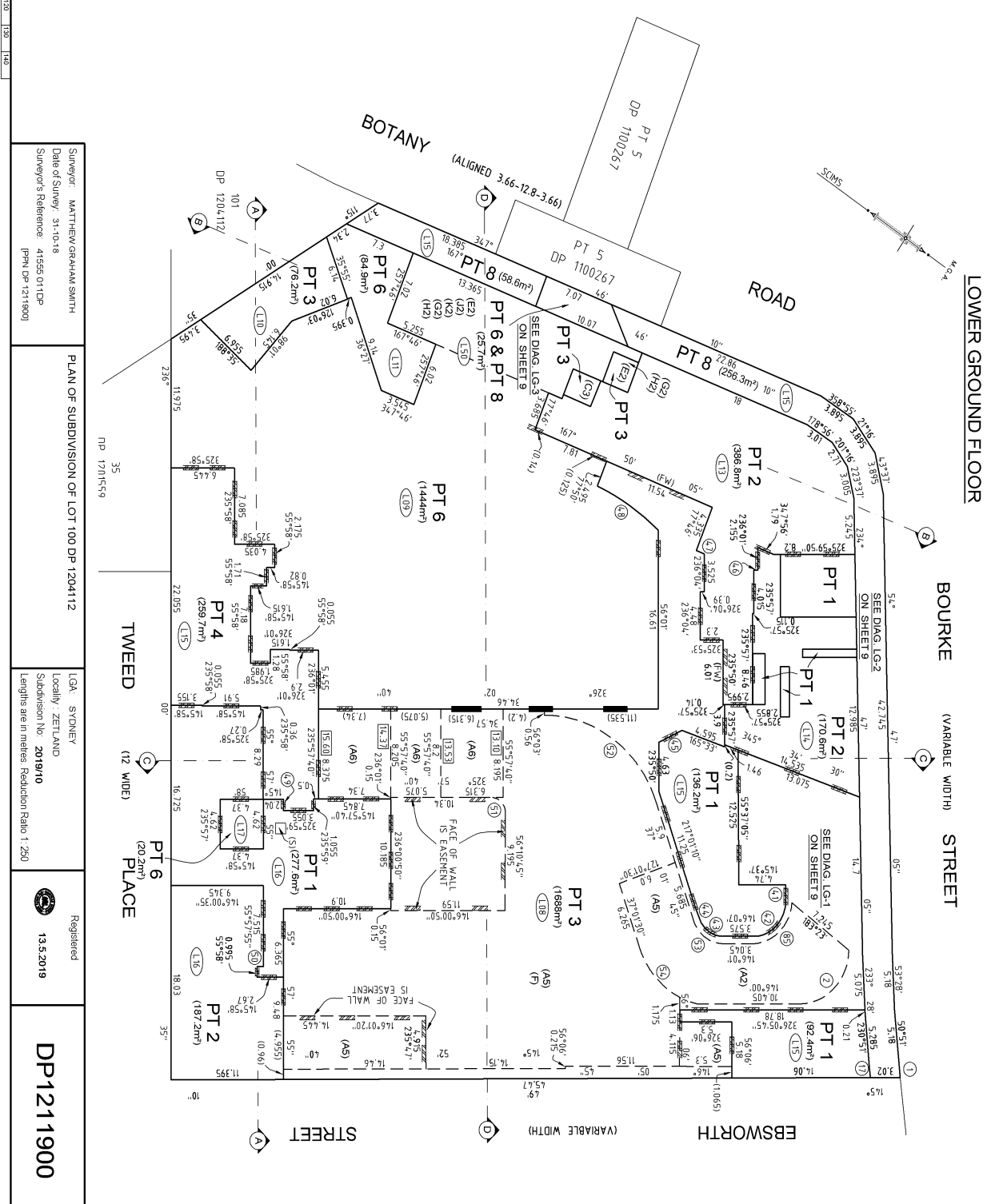
LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 201910  
 Lengths are in metres. Reduction Ratio 1:100

Registered  
 13.5.2019  
 DP1211900



SCHEDULE of SHORT & CURVED BOUNDARIES & EASEMENTS			
No.	BEARING	CHORD	RADIUS
1	4°32'25"	1.075	7.795
2	280°40'	7.03	5.445
85	281°49'	0.78	1.485
17	229°33'	0.78	1.485
41	55°57'	4.345	2.455
42	276°24'	2.455	2.58
43	355°12'	2.56	2.58
44	213°40'	1.67	2.57
45	300°43'	0.4	0.835
46	326°01'	7.405	22.46
47	167°50'	0.835	7.405
48	359°46'	1.055	7.405
49	55°58'	0.635	1.97
50	145°58'	1.82	14.875
51	11°34'	13.94	3.715
52	181°31'	7.885	8.235
53	181°31'	7.885	8.235
54	7°52'30"	8.1	8.1

--- DENOTES CENTRELINE OF WALL IS BOUNDARY  
 --- DENOTES CENTRELINE OF COLUMN IS BOUNDARY



Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41555 OT1DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112  
 LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 13.5.2019

DP1211900

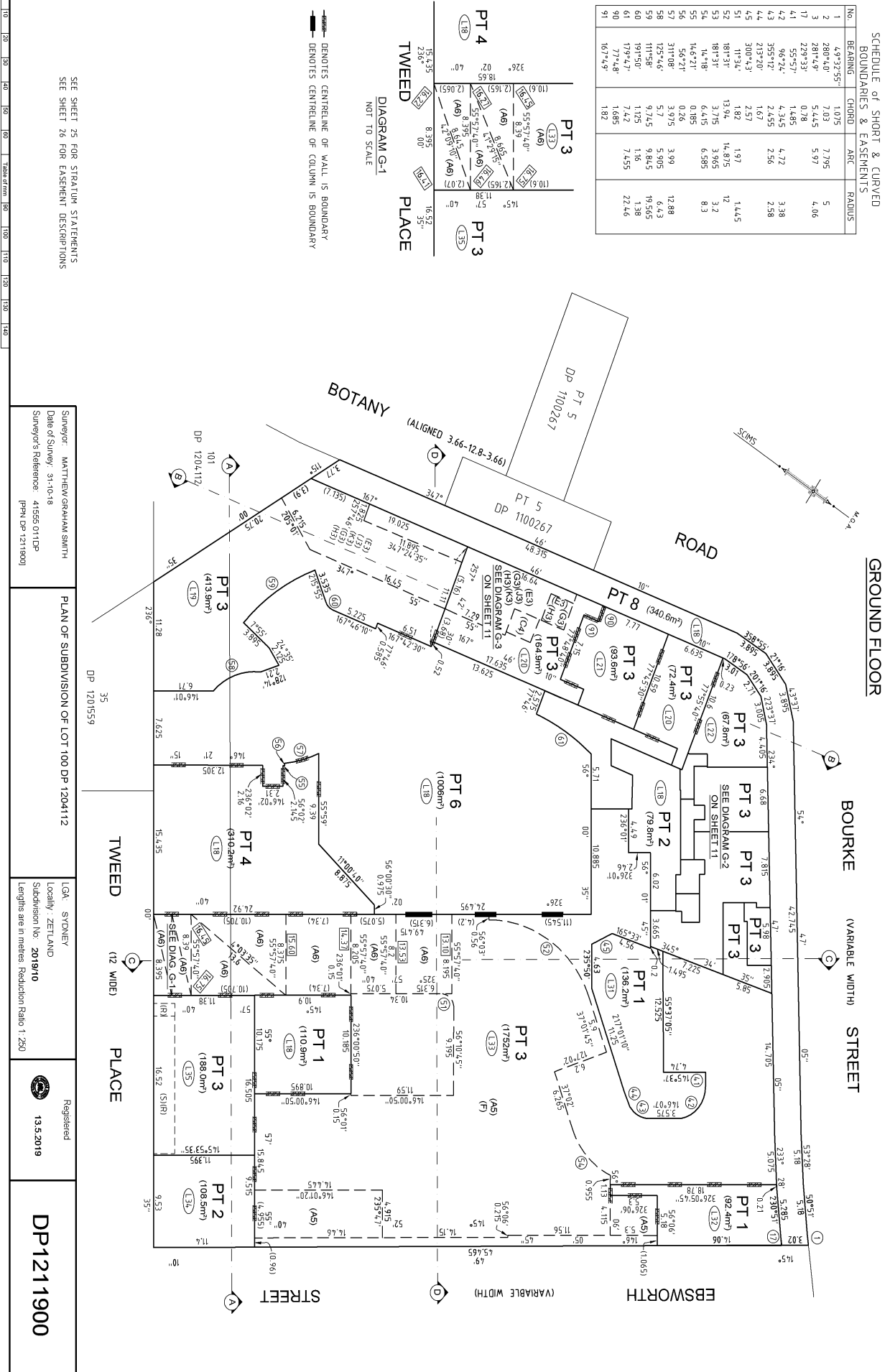
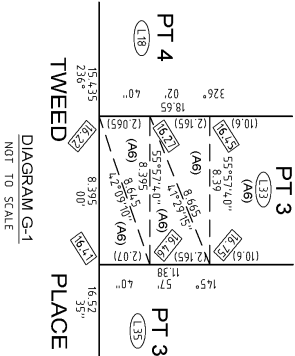
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SCHEDULE OF SHORT & CURVED BOUNDARIES & EASEMENTS

No.	BEARING	CHORD	ARC	RADIUS
1	4°32'25"	1.075	7.795	5
2	280°40'	7.03	5.445	5.97
3	281°49'	0.78	1.485	4.06
17	229°33'	0.78	1.485	4.06
41	55°57'	4.345	4.72	3.38
42	96°24'	2.455	2.56	2.58
43	355°12'	1.67	2.57	1.445
44	213°20'	2.57	1.97	12
45	300°43'	1.82	14.875	3.2
51	11°34'	13.94	3.715	8.3
52	181°31'	6.415	0.785	12.88
54	14°18'	0.785	3.99	6.43
55	146°21'	0.26	5.7	19.505
56	56°21'	0.26	9.745	1.18
57	311°08'	5.7	7.42	22.46
58	125°46'	1.18	1.685	1.82
59	191°50'	1.685	1.82	
60	179°47'	1.82		
61	167°48'			
91				



SEE SHEET 25 FOR STRAIGHT STATEMENTS  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 011DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112  
 LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110

Lengths are in metres. Reduction Ratio 1:200

Registered  
 13.5.2019

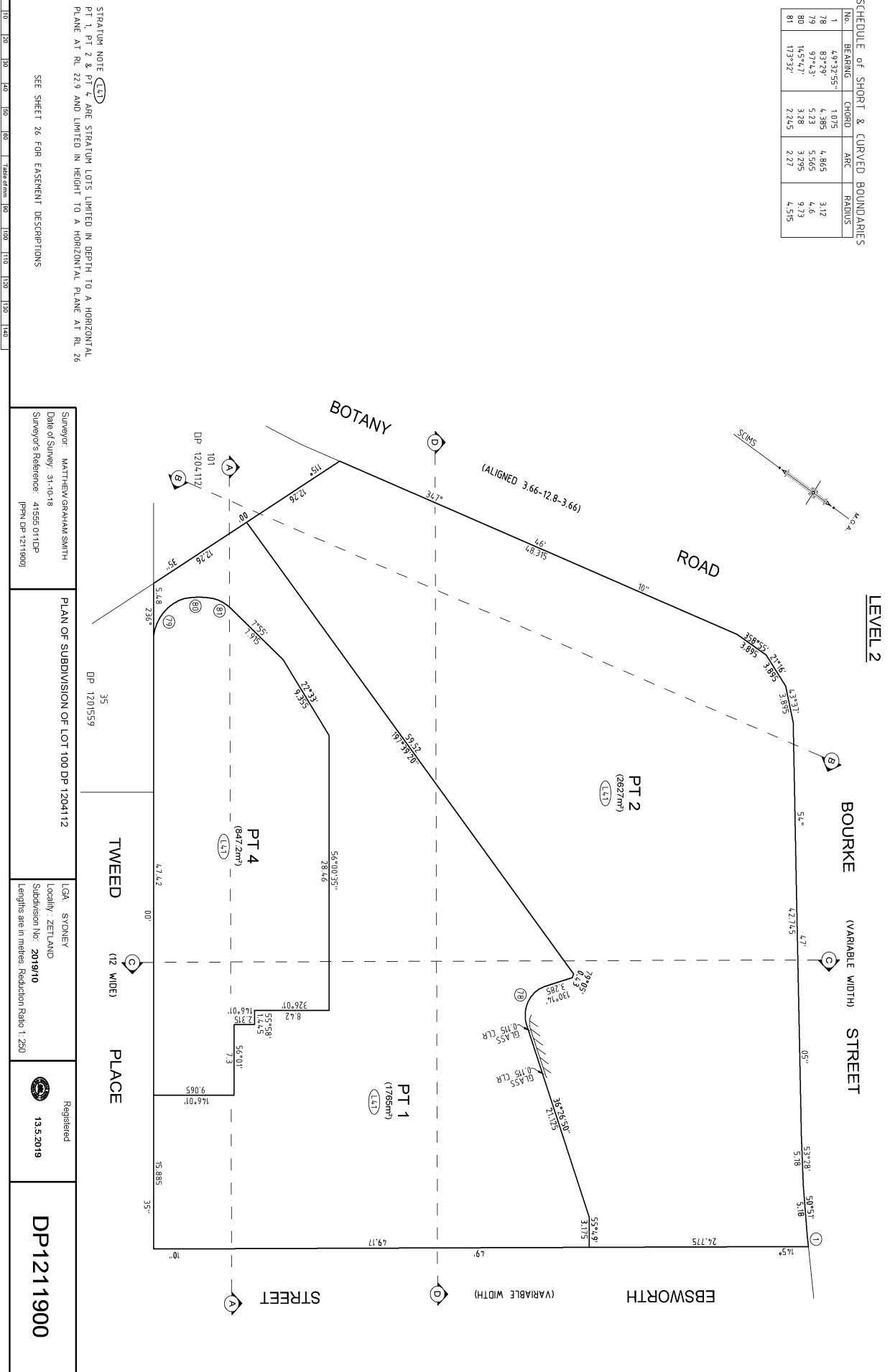
DP1211900





SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	4.9°32'55"	1.075	4.865	3.12
78	83°29'	4.395	5.565	4.6
79	97°43'	5.23	3.295	9.73
80	145°47'	3.28	2.27	4.515
81	173°32'	2.245		



STRATUM NOTE (L1)  
 PT 1, PT 2 & PT 4 ARE STRATUM LOTS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 22.9 AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 26

SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 071DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112  
 DP 1201559

LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 13.5.2019

DP1211900



SCHEDULE OF SHORT & CURVED BOUNDARIES

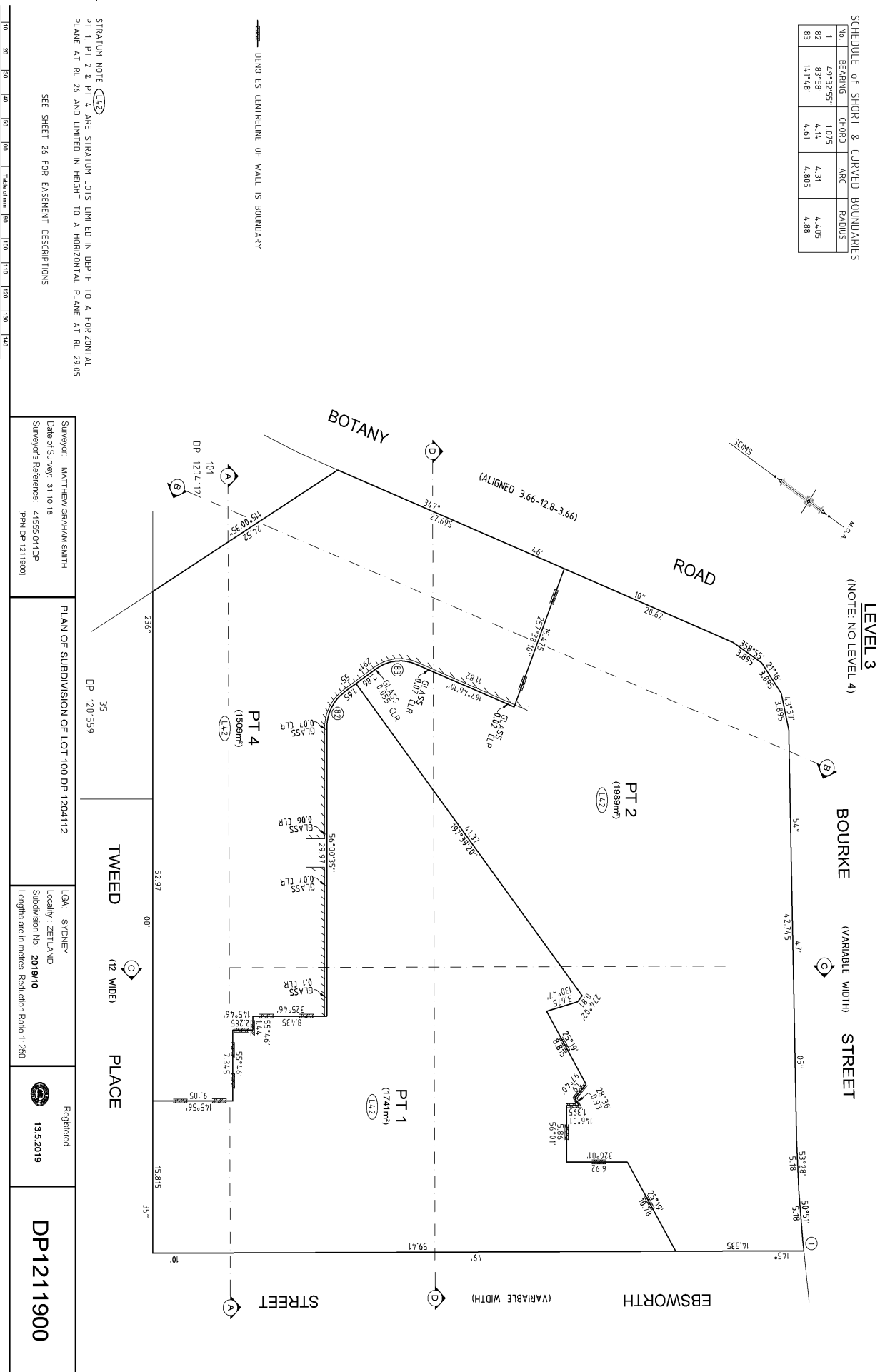
No.	BEARING	CHORD	ARC	RADIUS
1	69°32'55"	1.075	4.31	4.405
82	83°58'	4.14	4.805	4.88
83	143°48'	4.61	4.805	4.88

PLAN FORM 2 (A2)

DP1211900

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 14 of 26 sheet(s)



STRATUM NOTE (L2)  
 PT 1, PT 2 & PT 4 ARE STRATUM LOTS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 26 AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 29.05  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556-01-DP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112  
 DP 1201559

LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:250

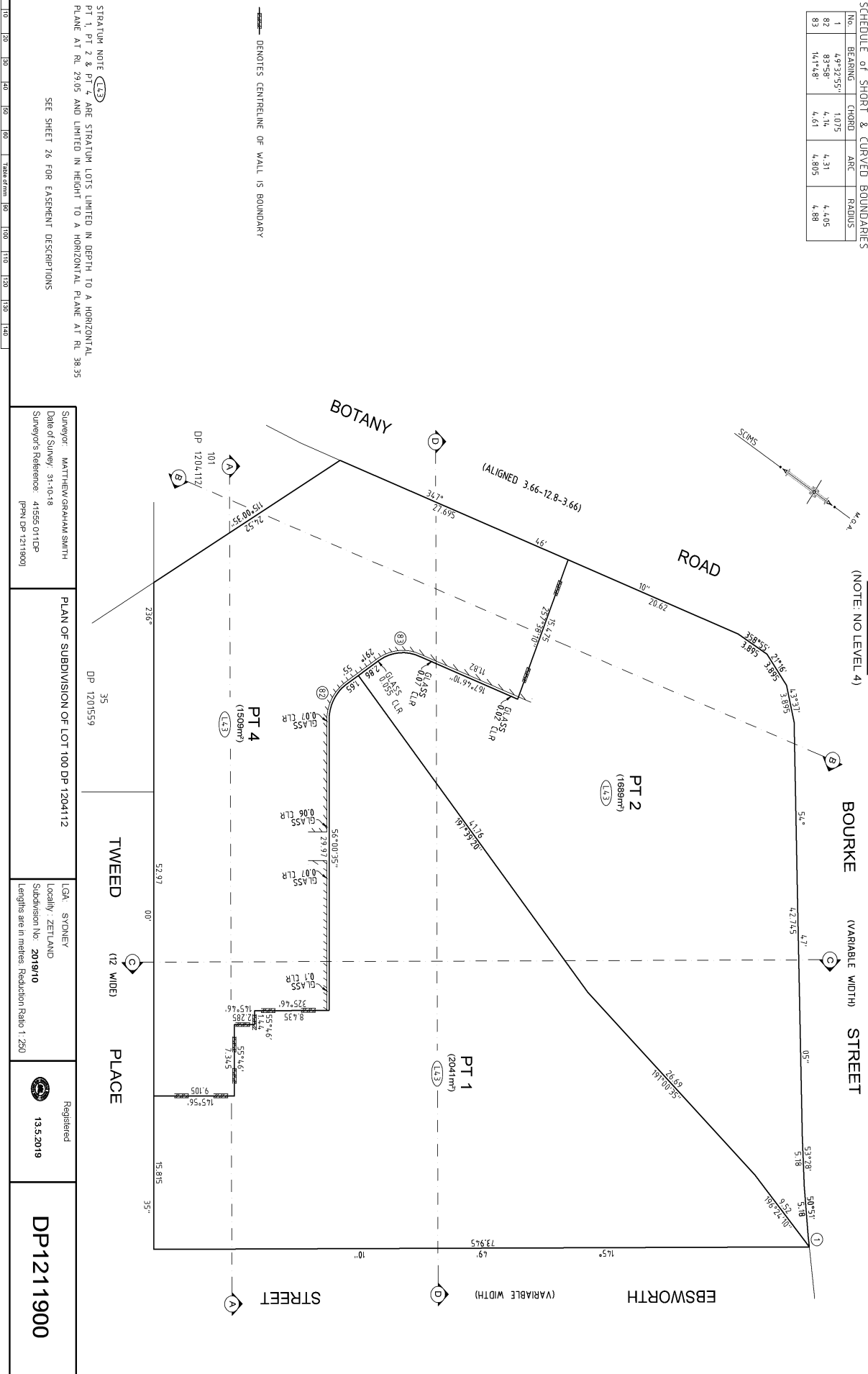
Registered  
 13.5.2019

DP1211900

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	49°32'55"	1.075	4.31	4.405
82	83°58'	4.11	4.805	4.88
83	141°48'	4.61		

LEVELS 5-7  
(NOTE: NO LEVEL 4)



STRATUM NOTE (L4.3)  
 PT 1, PT 2 & PT 4 ARE STRATUM LOTS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 29.05 AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 38.35  
 SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556.071CP  
 PPN DP 1211900

PLAN OF SUBDIVISION OF LOT 100 DP 1204112  
 DP 1201559

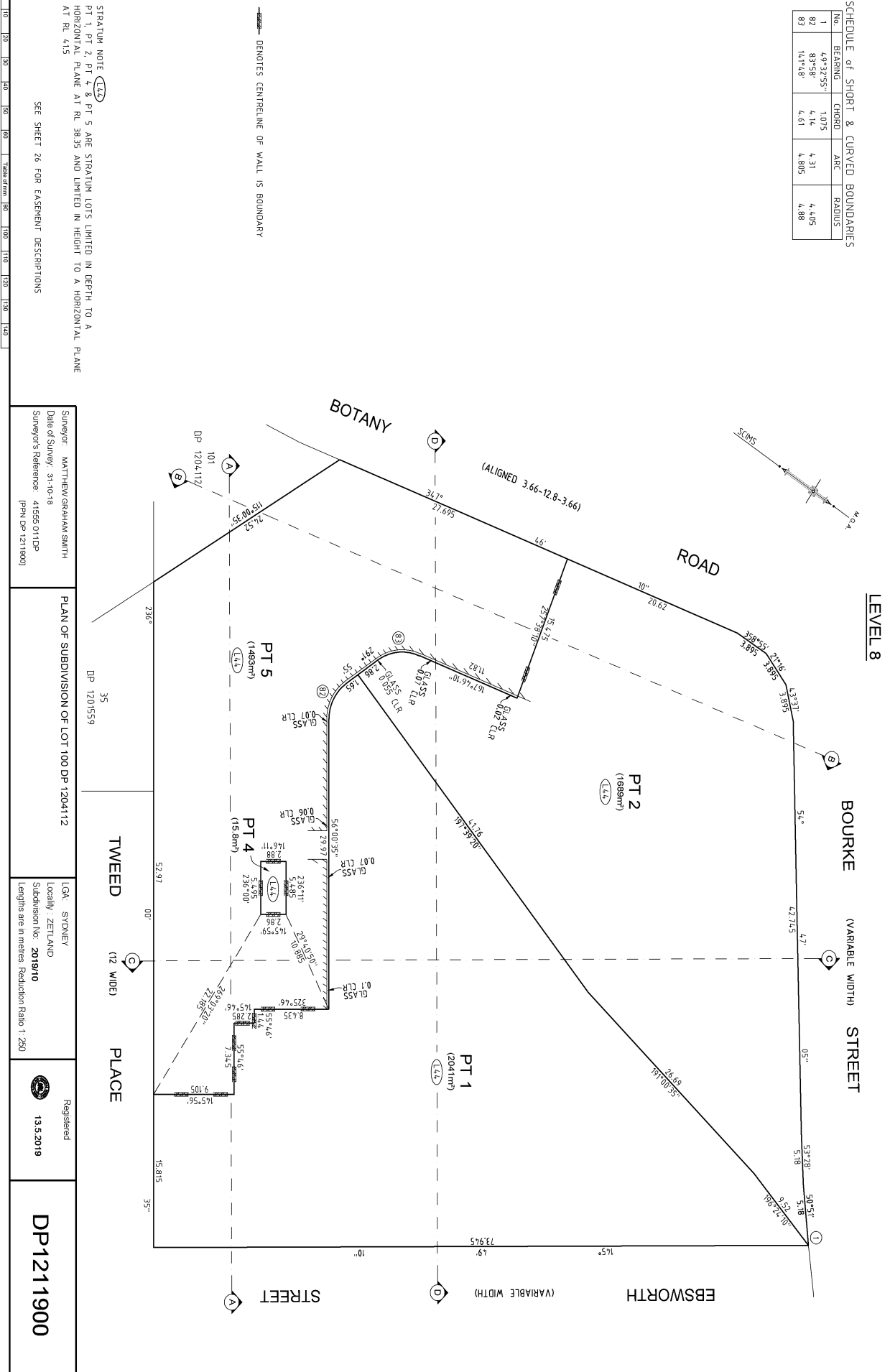
LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 13.5.2019

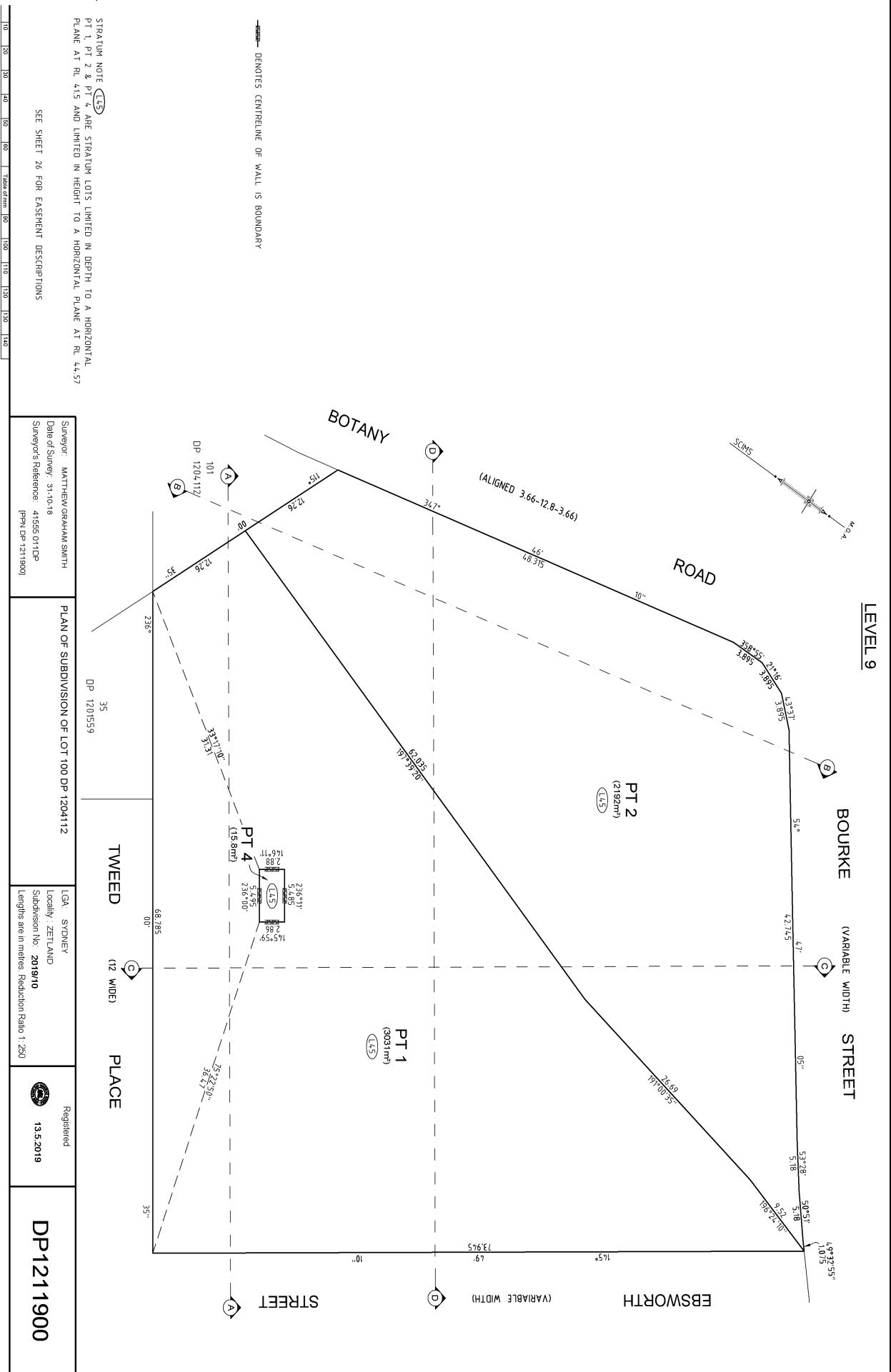
DP1211900

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	69°32'55"	1.075	4.31	4.405
82	83°58'	4.14	4.805	4.88
83	141°48'	4.61	4.805	4.88





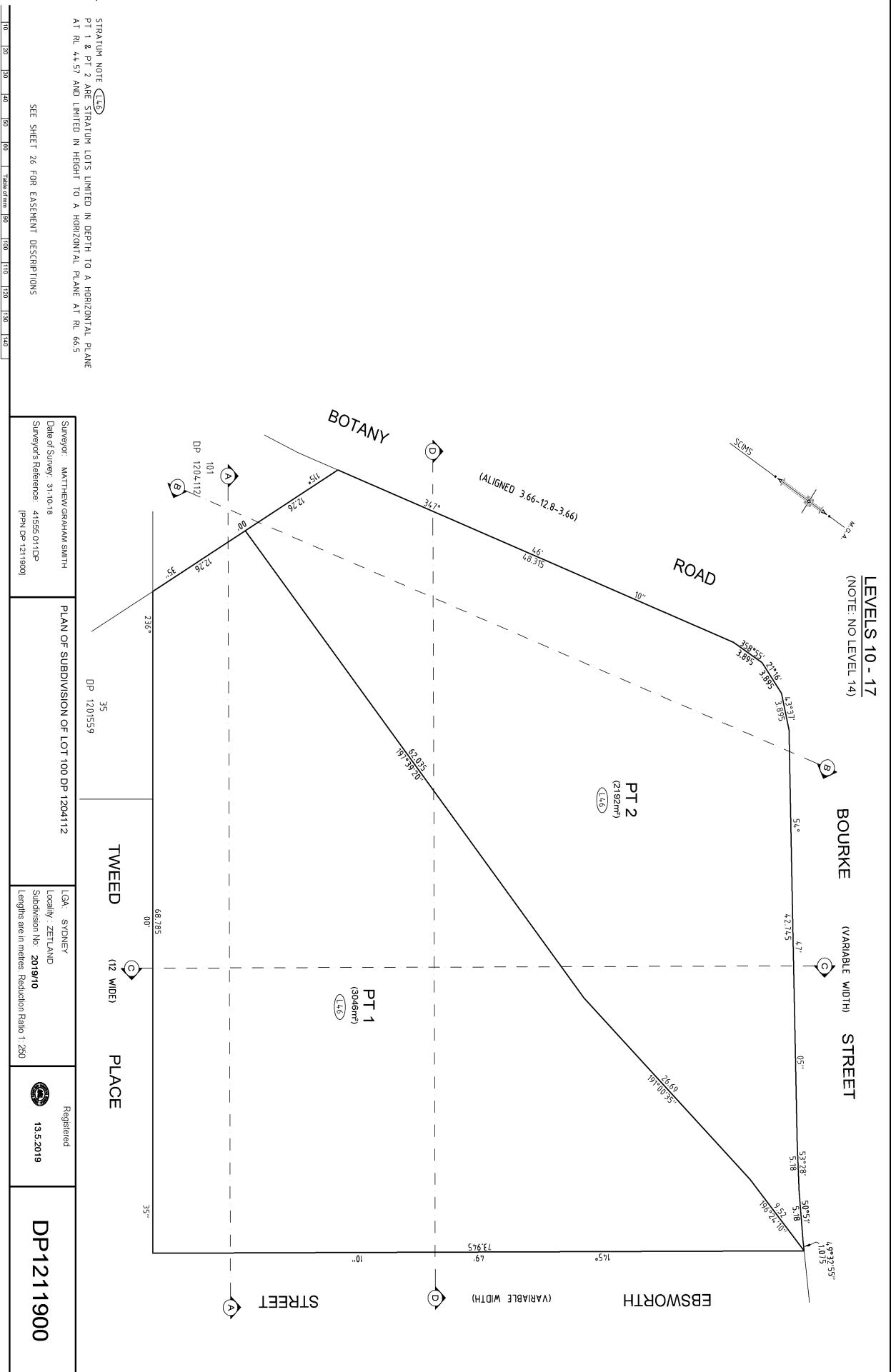


Surveyor: MATTHEW GRAHAM SMITH Date of Survey: 31-10-18 Surveyor's Reference: 41556-07-1CP (PPN DP 1211900)	PLAN OF SUBDIVISION OF LOT 100 DP 1204112 LGA: SYDNEY Locality: ZETLAND Subdivision No: 2019110 Lengths are in metres. Reduction Ratio 1:250	Registered 13.5.2019	DP1211900
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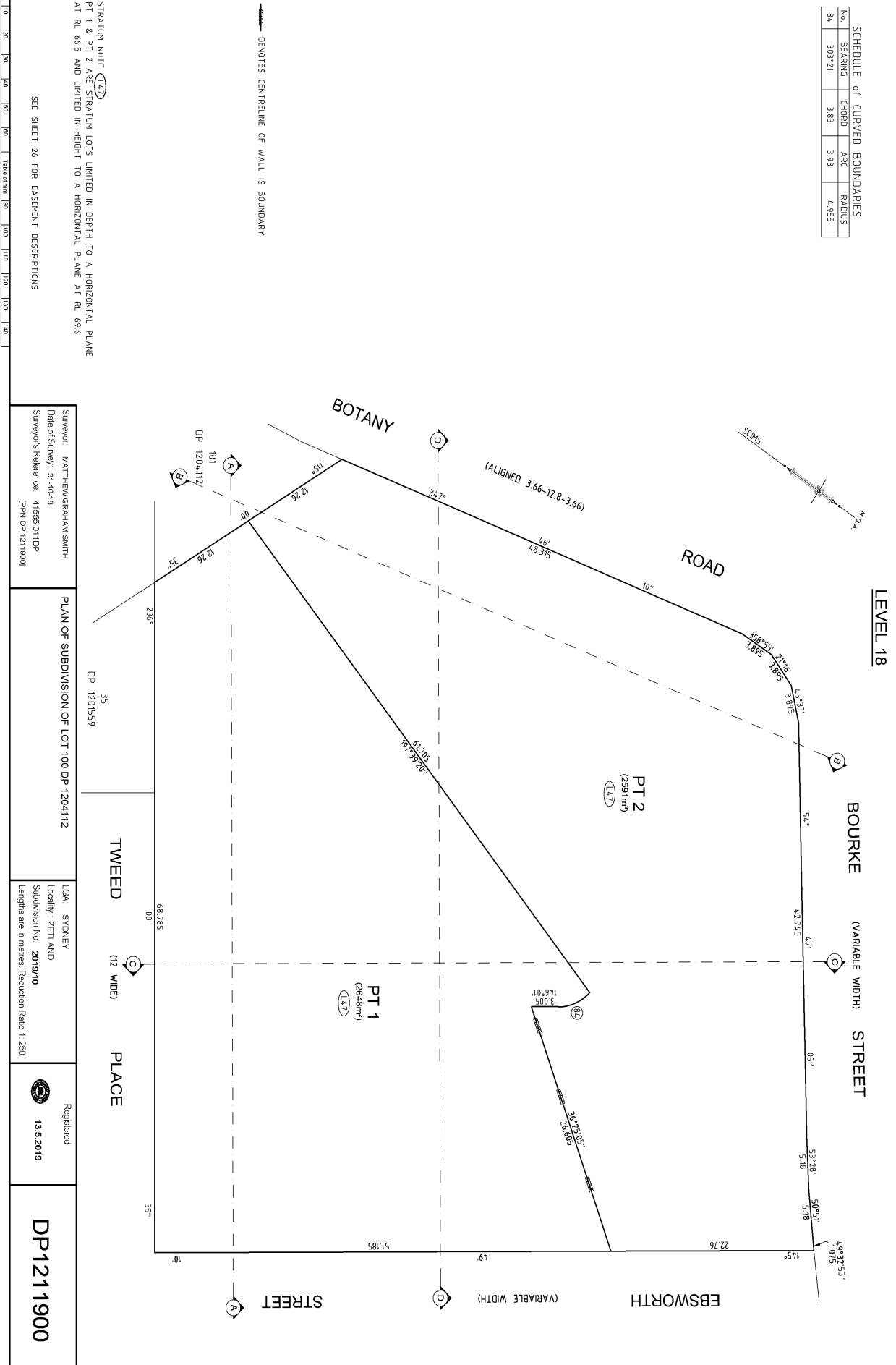
STRATUM NOTE (L45)  
 PT 1, PT 2 & PT 4 ARE STRATUM LOTS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 44.57 AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 44.57

SEE SHEET 26 FOR EASEMENT DESCRIPTIONS





SCHEDULE of CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC RADIUS
84	303°21'	3.83	4.955

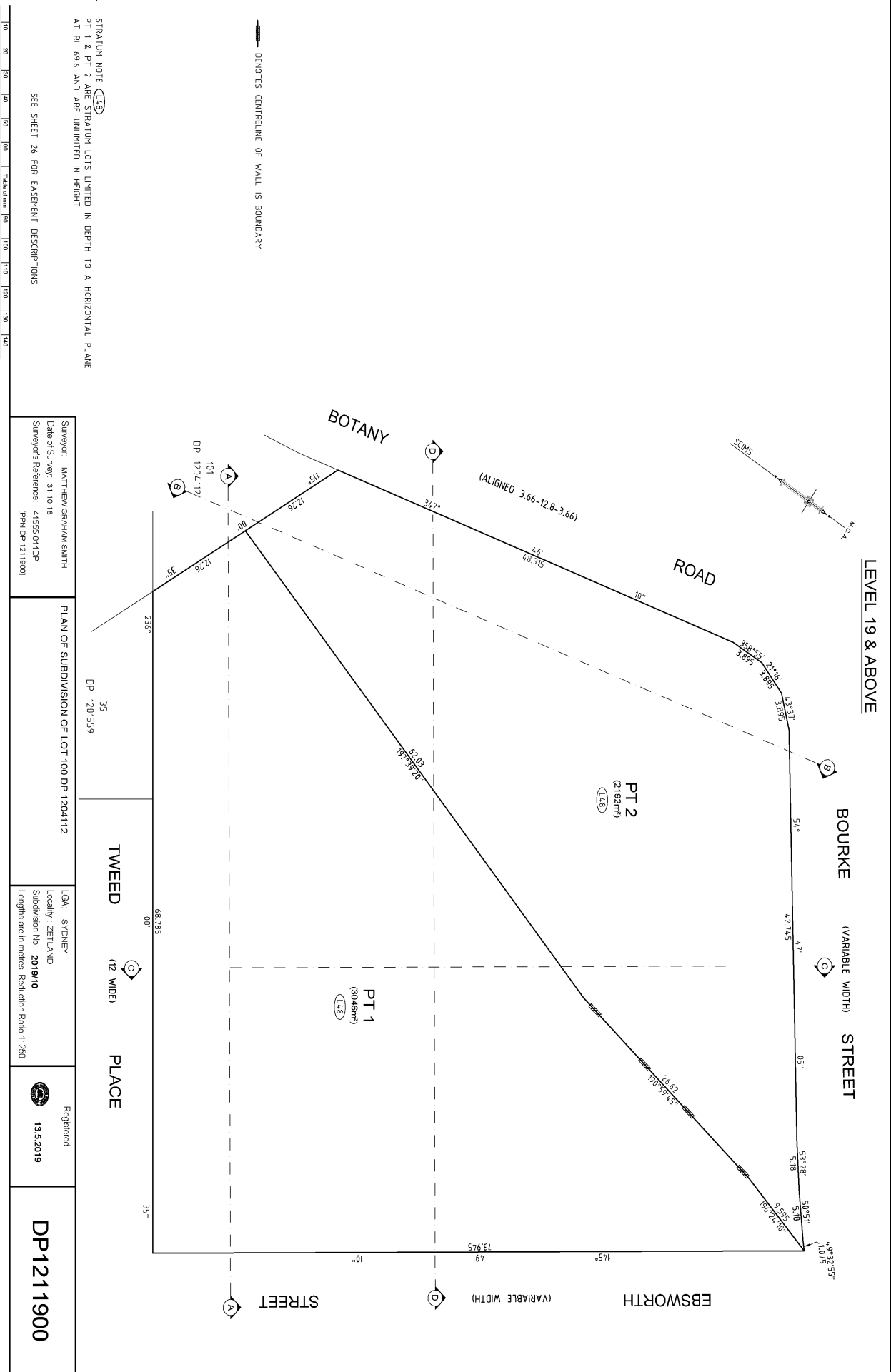


STRATUM NOTE (L7)  
 PT 1 & PT 2 ARE STRATUM LOTS LIMITED IN DEPTH TO A HORIZONTAL PLANE  
 AT RL 66.5 AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 69.6

SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

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

Surveyor: MATTHEW GRAHAM SMITH Date of Survey: 31-10-18 Surveyor's Reference: 41556.071DP (PPN DP 1211900)	PLAN OF SUBDIVISION OF LOT 100 DP 1204112 DP 1201559	LGA: SYDNEY Locality: ZETLAND Subdivision No: 2019110 Lengths are in metres. Reduction Ratio 1:250	Registered 13.5.2019	DP1211900
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STRATUM NOTE (L8)  
 PT 1 & PT 2 ARE STRATUM LOTS LIMITED IN DEPTH TO A HORIZONTAL PLANE  
 AT RL 69.6 AND ARE UNLIMITED IN HEIGHT

SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556.071DP  
 (PPN DP 1211900)

PLAN OF SUBDIVISION OF LOT 100 DP 1204112  
 DP 1201559

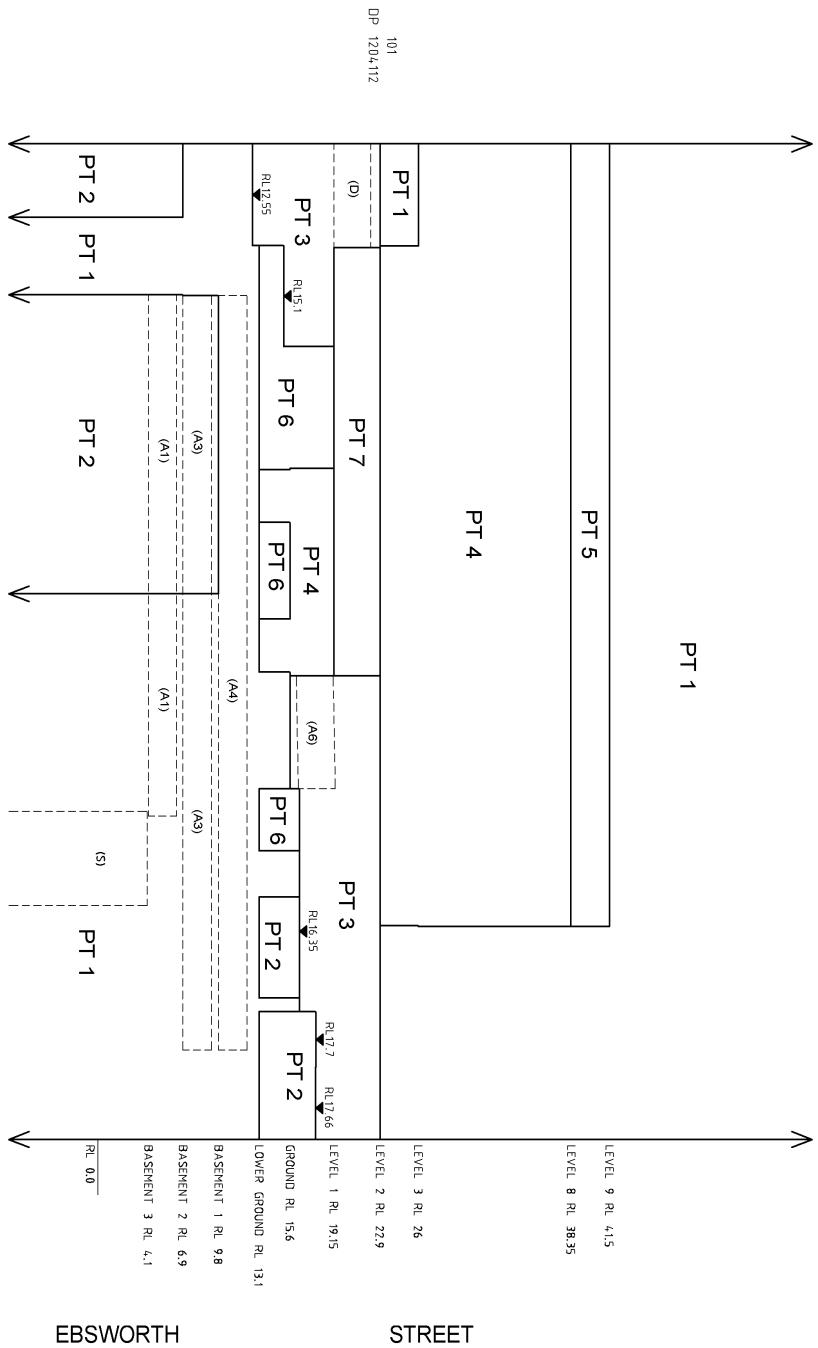
LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 13.5.2019

DP1211900



**SECTION A-A**



SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 071CP  
 (PPN DP 1211900)

PLAN OF SUBDIVISION OF LOT 100 DP 1204112

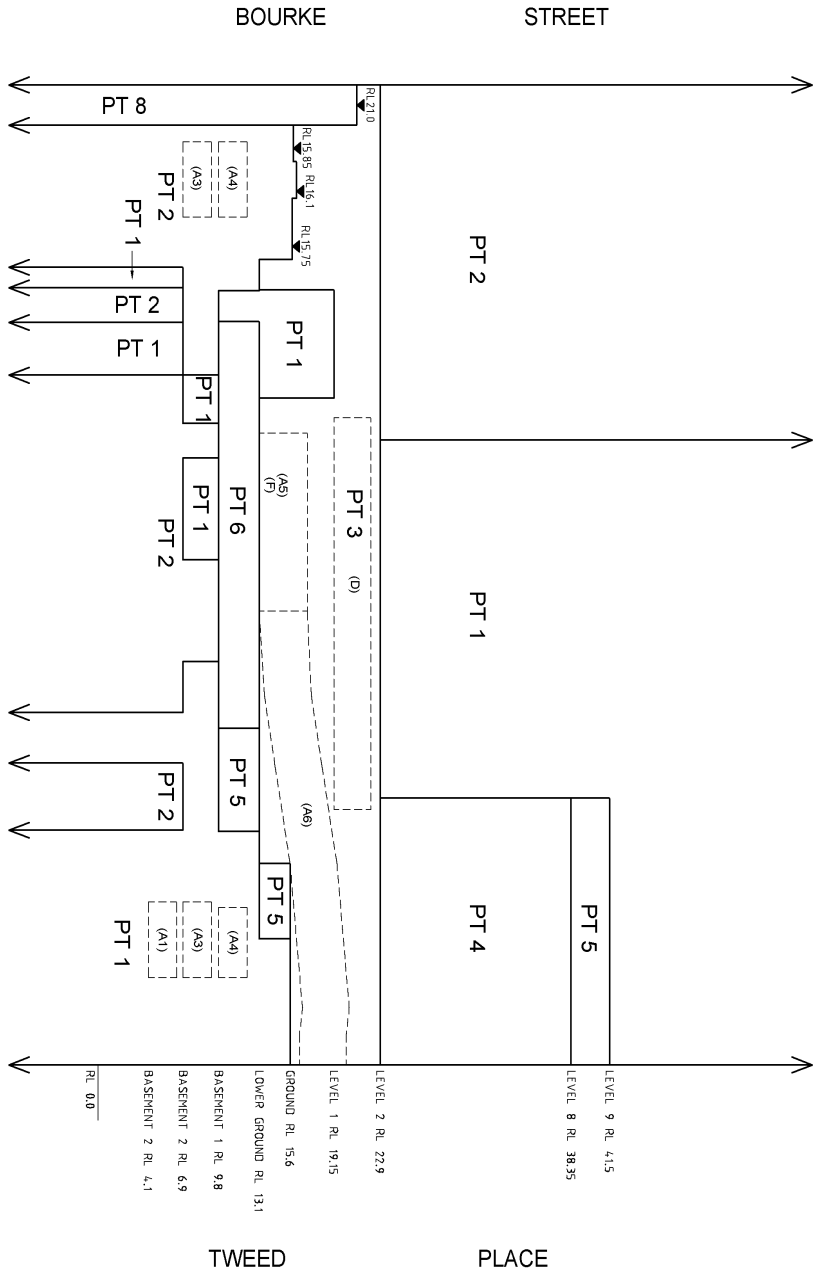
LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019110  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 13.5.2019

**DP1211900**



**SECTION C-C**



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

Surveyor: MATTHEW GRAHAM SMITH  
 Date of Survey: 31-10-18  
 Surveyor's Reference: 41556 071DP  
 (PPN DP 1211900)

PLAN OF SUBDIVISION OF LOT 100 DP 1204112

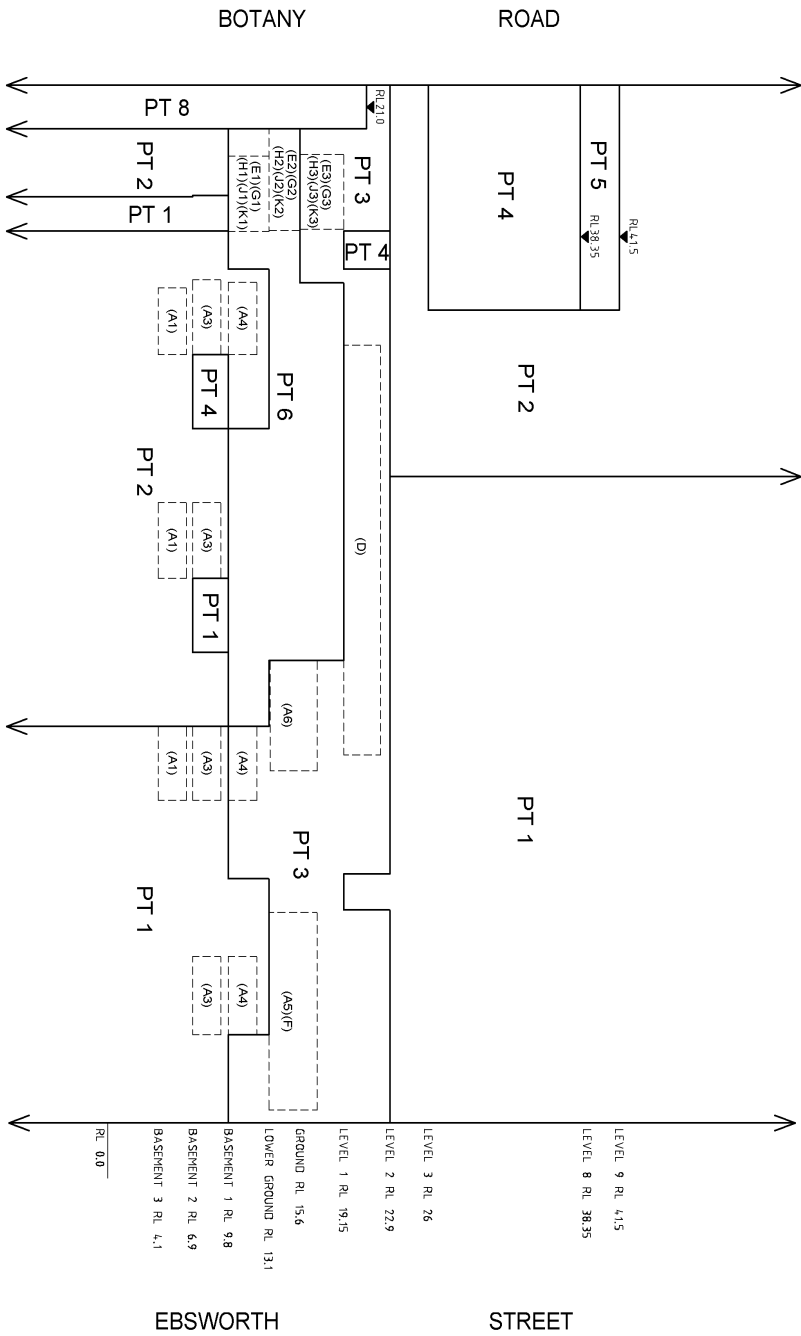
LGA: SYDNEY  
 Locality: ZETLAND  
 Subdivision No: 2019/10  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 13.5.2019

DP1211900

SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

**SECTION D-D**



SEE SHEET 26 FOR EASEMENT DESCRIPTIONS

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

Surveyor: MATTHEW GRAHAM SMITH Date of Survey: 31-10-18 Surveyor's Reference: 41556 071CP (PPN DP 1211900)	PLAN OF SUBDIVISION OF LOT 100 DP 1204112	LGA: SYDNEY Locality: ZETLAND Subdivision No: 201910 Lengths are in metres. Reduction Ratio 1:250	Registered 13.5.2019	DP1211900
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**STRATUM STATEMENTS**

**BASEMENT 1**

STRATUM NOTE **(101)**  
 PT 1, PT 2, PT 4, PT 6 & PT 8 ARE STRATUM LOTS AND ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 6.9

STRATUM NOTE **(102)**  
 PT 2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 1 DPH05633

**BASEMENT 2**

STRATUM NOTE **(103)**  
 PT 1, PT 2, PT 4 AND PT 6 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 6.9 AND ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 9.8

STRATUM NOTE **(104)**  
 PT 2, PT 4 AND PT 8 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO THE UPPER STRATUM OF PT 1 IN DPH05633 OR IN HEIGHT TO A HORIZONTAL PLANE AT RL 6.9 OTHERWISE AND ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 9.8

**BASEMENT 1**

STRATUM NOTE **(105)**  
 PT 2, PT 3, PT 4, PT 5, PT 6, PT 7 AND PT 8 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 9.8 AND ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 13.1

STRATUM NOTE **(106)**  
 PT 2 AND PT 3 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 9.8 AND ARE LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 2 ON LOWER GROUND AND IN HEIGHT TO A HORIZONTAL PLANE AT RL 13.1

**LOWER GROUND FLOOR**

STRATUM NOTE **(107)**  
 PT 1 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 9.8 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(109)** AND PT 6 **(110)** ON LOWER GROUND AND IN HEIGHT TO A HORIZONTAL PLANE AT RL 13.1

STRATUM NOTE **(108)**  
 PT 2 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 13.1 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(109)** ON GROUND FLOOR OR IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.6 OTHERWISE

STRATUM NOTE **(109)**  
 PT 6 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 13.1 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(109)** & **(120)** ON GROUND FLOOR OR IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.6 OTHERWISE

STRATUM NOTE **(110)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 12.55 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.1

STRATUM NOTE **(111)**  
 PT 6 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 12.55 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(109)** ON GROUND FLOOR OR IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.6 OTHERWISE

STRATUM NOTE **(112)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 13.1 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 14.78

STRATUM NOTE **(113)**  
 PT 2 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 13.1 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(109)** & **(120)** ON GROUND FLOOR OR IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.6 OTHERWISE

STRATUM NOTE **(114)**  
 PT 2 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 12.7 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(109)** & **(120)** ON GROUND FLOOR OR IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.6 OTHERWISE

STRATUM NOTE **(115)**  
 PT 1, PT 4 & PT 8 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 13.1 AND ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.6

**LOWER GROUND FLOOR (CONTINUED)**

STRATUM NOTE **(116)**  
 PT 1 & PT 2 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 13.1 AND ARE LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(109)** ON GROUND FLOOR AND IN HEIGHT TO A HORIZONTAL PLANE AT RL 15.6

STRATUM NOTE **(117)**  
 PT 6 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 13.1 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 16.35

STRATUM NOTE **(118)**  
 PT 6 IS A STRATUM LOT LIMITED IN DEPTH TO RL13.1 AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL14.0. PT 8 IS A STRATUM LOT LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL14.0 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL15.6

**GROUND FLOOR LEVEL**

STRATUM NOTE **(119)**  
 PT 1, PT 4, PT 6 & PT 8 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.6 AND ARE LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(120)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.1 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(121)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 14.78 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(122)**  
 PT 3 IS A STRATUM LOT AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 14.62 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(123)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.16 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(124)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.75 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(125)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.85 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(126)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 16.1 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(127)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 16.41 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(128)**  
 PT 3 IS A STRATUM LOT AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 16.26 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

**GROUND FLOOR LEVEL (CONTINUED)**

STRATUM NOTE **(129)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.93 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(130)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 14.95 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(131)**  
 PT 1 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.6 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(132)** & **(138)** ON LEVEL 1 AND IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

**STRATUM NOTE**

STRATUM NOTE **(132)**  
 PT 1 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO THE LOWER STRATUM OF PT 3 **(132)** & **(138)** ON LEVEL 1

STRATUM NOTE **(133)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.6 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(132)** & **(138)** ON LEVEL 1 AND IN HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(134)**  
 PT 2 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 15.6 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF PT 3 **(132)** ON LEVEL 1

STRATUM NOTE **(135)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 16.35 AND IS LIMITED HEIGHT TO A HORIZONTAL PLANE AT RL 19.15

STRATUM NOTE **(136)**  
 PT 1, PT 2 PT 3, PT 4 & PT 7 ARE STRATUM LOTS AND ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 19.15 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 22.9

STRATUM NOTE **(137)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 16.9 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 22.9

STRATUM NOTE **(138)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 17.25 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 22.9

STRATUM NOTE **(139)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL16.8 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 22.9

STRATUM NOTE **(140)**  
 PT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO HORIZONTAL AND INCLINED PLANES WITH LEVELS SHOWN THUS   AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 22.9

STRATUM NOTE **(141)**  
 LOT 8 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL19.15 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL21.0

STRATUM NOTE **(142)**  
 LOT 3 IS A STRATUM LOT AND IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL21.0 AND IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL22.9

Surveyor: MATT HEWGRAHAM SMITH Date of Survey: 31-01-18 Surveyor's Reference: 41555 071DP PPN DP 1211900	<b>PLAN OF SUBDIVISION OF LOT 100 DP 1204112</b>	LGA: SYDNEY Locality: ZETLAND Subdivision No: 201910 Lengths are in metres. Reduction Ratio 1:250	Registered 13.5.2019	<b>DP1211900</b>
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**EASEMENT DESCRIPTIONS**

- ENCLOSED EASEMENTS:**
- \* EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOTS 1-7 INCLUSIVE)
  - \* EASEMENT FOR SERVICES (WHOLE OF LOTS 1-7 INCLUSIVE)
  - \* EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOTS 1-7 INCLUSIVE)
  - \* RIGHT TO USE FIRE STAIRS AND EGRESS (WHOLE OF LOTS 1-7 INCLUSIVE)
  - \* EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOTS 1-7 INCLUSIVE)
  - \* EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOTS 1-7 INCLUSIVE)

**PROPOSED EASEMENTS:**

- (A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
 (A1) LIMITED IN DEPTH TO RL 4.1 AND LIMITED IN HEIGHT TO 2.3 ABOVE  
 (A2) LIMITED IN DEPTH TO RL 5 SHOWN THUS [ ] AND LIMITED IN HEIGHT TO 2.3 ABOVE  
 (A3) LIMITED IN DEPTH TO RL 6.9 AND LIMITED IN HEIGHT TO 2.3 ABOVE  
 (A4) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO 2.3 ABOVE  
 (A5) LIMITED IN DEPTH TO RL 13.1 AND LIMITED IN HEIGHT TO RL 17  
 (A6) LIMITED IN DEPTH TO RL 5 SHOWN THUS [ ] AND LIMITED IN HEIGHT TO 3.8 ABOVE
- (B) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM  
 (B1) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO 2.3 ABOVE  
 (B2) LIMITED IN DEPTH TO RL 19.5 AND LIMITED IN HEIGHT TO 2.3 ABOVE  
 (C) RIGHT TO USE LEFT VARIABLE WIDTH LIMITED IN STRATUM  
 (C1) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 13.1  
 (C2) LIMITED IN DEPTH TO RL 13.1 AND LIMITED IN HEIGHT TO RL 16.78  
 (C3) LIMITED IN DEPTH TO RL 14.78 AND LIMITED IN HEIGHT TO RL 19.15  
 (C4) LIMITED IN DEPTH TO RL 19.15 AND LIMITED IN HEIGHT TO RL 22.9
- (D) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
 LIMITED IN DEPTH TO RL 5 SHOWN THUS [ ] AND 3 ABOVE
- (E) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
 (E1) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 13.1  
 (E2) LIMITED IN DEPTH TO RL 13.1 AND IN HEIGHT TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10  
 (E3) LIMITED IN DEPTH TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10 AND IN HEIGHT TO RL 19.15
- (F) EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH LIMITED IN STRATUM  
 LIMITED IN DEPTH TO RL 13.1 AND IN HEIGHT TO RL 17
- (G) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
 (G1) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 13.1  
 (G2) LIMITED IN DEPTH TO RL 13.1 AND IN HEIGHT TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10  
 (G3) LIMITED IN DEPTH TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10 AND IN HEIGHT TO RL 19.15
- (H) RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM  
 (H1) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 13.1  
 (H2) LIMITED IN DEPTH TO RL 13.1 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10  
 (H3) LIMITED IN DEPTH TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10 AND IN HEIGHT TO RL 19.15
- (I) EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM  
 (I1) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 13.1  
 (I2) LIMITED IN DEPTH TO RL 13.1 AND IN HEIGHT TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10  
 (I3) LIMITED IN DEPTH TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10 AND IN HEIGHT TO RL 19.15
- (K) EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN STRATUM  
 (K1) LIMITED IN DEPTH TO RL 9.8 AND LIMITED IN HEIGHT TO RL 13.1  
 (K2) LIMITED IN DEPTH TO RL 13.1 AND IN HEIGHT TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10  
 (K3) LIMITED IN DEPTH TO THE LOWER STRATUM OF LOT 3 (18) & (20) AS DEFINED ON SHEET 10 AND IN HEIGHT TO RL 19.15

- EXISTING EASEMENTS:**
- (R) RIGHT OF WAY 2.385 AND 2.42 WIDE LIMITED IN STRATUM (AN 739616)  
 (S) EASEMENT FOR ELECTRICITY WORKS 1, 2.385 AND 6.97 WIDE LIMITED IN STRATUM (AN 739616)

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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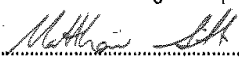
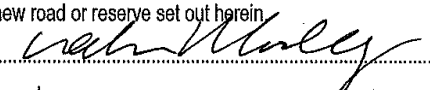
Surveyor: MATTHEW GRAHAM SMITH Date of Survey: 31-10-18 Surveyor's Reference: 41556 071DP PPN DP 1211900
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PLAN OF SUBDIVISION OF LOT 100 DP 1204112
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LGA: SYDNEY Locality: ZETLAND Subdivision No: 201910 Lengths are in metres. Reduction Ratio 1:250
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Registered 13.5.2019
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DP1211900
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 7 sheet(s)
Registered:  13.5.2019 Title System: TORRENS	Office Use Only <h1 style="text-align: center;">DP1211900</h1>	
PLAN OF SUBDIVISION OF LOT 100 DP1204112	LGA: SYDNEY Locality: ZETLAND Parish: ALEXANDRIA County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, MATTHEW GRAHAM SMITH, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>31-10-2018</u> , or *(b) <del>The part of the land shown in the plan (*being/*excluding **</del> <del>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,</del> <del>the part not surveyed was compiled in accordance with that Regulation, or</del> *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: <u>6/3/19</u> Surveyor Identification No: 8650 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP1204112	<p style="text-align: center;">Subdivision Certificate</p> I, <u>BILL MACKAY</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein Signature:  Accreditation number: ..... Consent Authority: <u>CITY OF SYDNEY</u> Date of endorsement: <u>10/04/2019</u> Subdivision Certificate number: <u>2019/10</u> File number: <u>S/2018/63</u>  *Strike through if inapplicable.	
Surveyor's Reference: 41555 011DP [PPN DP1211900]	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 7 sheet(s)
	13.5.2019	Office Use Only
<b>Registered:</b>		DP1211900
<b>PLAN OF SUBDIVISION OF LOT 100 DP1204112</b>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Subdivision Certificate number: ..... 2019/10 ..... Date of Endorsement: ..... 10/04/2019 .....		
<p><b>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:</b></p> <ol style="list-style-type: none"> <li>1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)</li> <li>2. EASEMENT FOR SERVICES (WHOLE OF LOT)</li> <li>3. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)</li> <li>4. RIGHT TO USE FIRE STAIRS AND EGRESS (WHOLE OF LOT)</li> <li>5. EASEMENT FOR CONSTRUCTION PURPOSES (WHOLE OF LOT)</li> <li>6. EASEMENT FOR CONNECTION TO SERVICES (WHOLE OF LOT)</li> <li>7. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A)</li> <li>8. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (B)</li> <li>9. RIGHT TO USE LIFT 2.5 WIDE LIMITED IN STRATUM (C)</li> <li>10. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (D)</li> <li>11. EASEMENT TO ACCESS AND USE LOADING DOCK AND ASSOCIATED FACILITIES VARIABLE WIDTH LIMITED IN STRATUM (F)</li> <li>12. RESTRICTION ON USE OF LAND</li> <li>13. RESTRICTION ON USE OF LAND</li> <li>14. POSITIVE COVENANT</li> <li>15. POSITIVE COVENANT</li> <li>16. POSITIVE COVENANT</li> <li>17. RESTRICTION ON USE OF LAND</li> <li>18. RESTRICTION ON USE OF LAND</li> <li>19. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E)</li> <li>20. POSITIVE COVENANT</li> <li>21. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (G)</li> <li>22. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (H)</li> <li>23. EASEMENT FOR SIGNAGE VARIABLE WIDTH LIMITED IN STRATUM (J)</li> <li>24. EASEMENT FOR SERVICES VARIABLE WIDTH LIMITED IN STRATUM (K)</li> </ol>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 41555 011DP [PPN DP1211900]		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 7 sheet(s)

 <p>Office Use Only                  Registered: 13.5.2019</p>	<p>Office Use Only</p> <h1 style="text-align: center;">DP1211900</h1>
<p>PLAN OF SUBDIVISION OF LOT 100 DP1204112</p>	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
<p>Subdivision Certificate number: ..... 2019/10 .....</p> <p>Date of Endorsement: ..... 10/04/2019 .....</p>	

**STREET ADDRESS SCHEDULE**


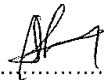

LOT NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
1	301	BOTANY	ROAD	ZETLAND
2	303	BOTANY	ROAD	ZETLAND
3	305	BOTANY	ROAD	ZETLAND
4	8	TWEED	PLACE	ZETLAND
5	10	TWEED	PLACE	ZETLAND
6	6	TWEED	PLACE	ZETLAND
7	305A	BOTANY	ROAD	ZETLAND
8	ROAD WIDENING (PROPOSED)			


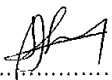
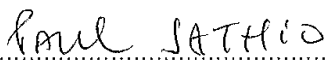
STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 41555 011DP [PPN DP1211900]


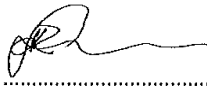

ePlan

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 4 of 7 sheet(s)	
<div style="display: flex; justify-content: space-between; align-items: center;">  <span>Office Use Only</span> </div> <p><b>Registered:</b> 13.5.2019</p> <p><b>PLAN OF SUBDIVISION OF LOT 100 DP1204112</b></p> <hr/> <p>Subdivision Certificate number: <u>2019/10</u></p> <p>Date of Endorsement: <u>10/04/2019</u></p>	<div style="display: flex; justify-content: space-between; align-items: center;"> <span>Office Use Only</span> </div> <h1 style="margin: 0;">DP1211900</h1> <p style="font-size: small;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p><b>EXECUTED</b> by )                  Crown Green Square Pty Limited )                  ABN 12 161 698 148 )                  in accordance with Section 127 )                  of the Corporations Act )</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  <p>.....</p> <p>Signature of Director</p> <p><u>Paul SATHIO</u></p> <p>NAME (please print)</p> </div> <div style="text-align: center;">  <p>.....</p> <p>Signature of Director/secretary</p> <p><u>IWAN SUNITO</u></p> <p>NAME (please print)</p> </div> </div>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 41555 011DP [PPN DP1211900]	

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 5 of 7 sheet(s)	
<div style="display: flex; justify-content: space-between; align-items: center;">  <span>13.5.2019</span> </div> <p>Office Use Only</p> <p><b>Registered:</b></p> <p><b>PLAN OF SUBDIVISION OF LOT 100 DP1204112</b></p> <hr/> <p>Subdivision Certificate number: <u>2019/10</u></p> <p>Date of Endorsement: <u>10/04/2019</u></p>	<p style="text-align: center; font-size: 24px; font-weight: bold;">DP1211900</p> <p style="text-align: center; font-size: 10px;">Office Use Only</p> <p style="font-size: 10px;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p><b>EXECUTED</b> by )                  Sathio Investments Pty Limited )                  ABN 23 138 087 939 )                  in accordance with Section 127 )                  of the Corporations Act )</p> <p style="text-align: center; margin-top: 20px;">                   .....                  Signature of Sole Director/Secretary             </p> <p style="text-align: center; margin-top: 20px;">                   .....                  NAME (please print)             </p>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 41555 011DP [PPN DP1211900]	

PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 6 of 7 sheet(s)	
<div style="display: flex; justify-content: space-between; align-items: center;"> <span>Office Use Only</span> </div> <p><b>Registered:</b> 13.5.2019</p> <hr/> <p><b>PLAN OF SUBDIVISION OF LOT 100 DP1204112</b></p> <hr/> <p>Subdivision Certificate number: ..... <u>2019/10</u> .....</p> <p>Date of Endorsement: ..... <u>10/04/2019</u> .....</p>	<div style="display: flex; justify-content: space-between; align-items: center;"> <span>Office Use Only</span> </div> <h1 style="text-align: center; margin: 20px 0;">DP1211900</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<p><b>EXECUTED</b> by )                  Crown Cornerstone Investments Pty Limited )                  ABN 86 138 199 112 )                  in accordance with Section 127 )                  of the Corporations Act )</p> <div style="text-align: center; margin: 20px 0;"> </div> <p>.....                  Signature of Sole Director/Secretary</p> <div style="text-align: center; margin: 20px 0;"> <p><u>IWAN SYNITO</u></p> </div> <p>.....                  NAME (please print)</p>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 41555 011DP [PPN DP1211900]	



PLAN FORM 6A (2017) <b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 7 of 7 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;">  <span>13.5.2019</span> </div> <p style="text-align: right; margin-right: 20px;">Office Use Only</p> <p><b>Registered:</b></p> <p><b>PLAN OF SUBDIVISION OF LOT 100 DP1204112</b></p> <p>Subdivision Certificate number: ..... <u>2019/10</u> .....</p> <p>Date of Endorsement: ..... <u>10/04/2019</u> .....</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="margin: 0;">DP1211900</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
<p><b>Financier</b></p> <p>EXECUTED by AUSTREO COMMERCIAL )                  VENTURES PTY LTD (ACN 618 406 901) )                  in accordance with section 127(1) of )                  the Corporations Act 2001 (Cth) by )                  authority of its directors: )</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  <p>..... )                      Signature of director )</p> <p>David Gribble )                      ..... )                      Name of director (block letters) )</p> </div> <div style="width: 45%; text-align: center;">  <p>..... )                      Signature of director )</p> <p>Junnosuke Ando )                      ..... )                      Name of director (block letters) )</p> </div> </div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 41555 011DP [PPN DP1211900]		

**Annexure 6**  
**Stratum Plan Instrument**

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

ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112  
 Covered by Subdivision Certificate No. 2019/10

**PART 1 – CREATION**

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

Crown Green Square Pty Limited  
 ACN 161 698 148, Sathio  
 Investments Pty Limited ACN 138  
 087 939 and Crown Cornerstone  
 Investments Pty Limited ACN 138  
 199 112  
 Level 29, 1 Market Street  
 Sydney NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for support and shelter (whole of lot)	Lot 1	Lots 2, 3, 4, 5, 6 and 7
		Lot 2	Lots 1, 3, 4, 5, 6 and 7
		Lot 3	Lots 1, 2, 4, 5, 6 and 7
		Lot 4	Lots 1, 2, 3, 5, 6 and 7
		Lot 5	Lots 1, 2, 3, 4, 6 and 7
		Lot 6	Lots 1, 2, 3, 4, 5 and 7
		Lot 7	Lots 1, 2, 3, 4, 5 and 6
2.	Easement for services (whole of lot)	Lot 1	Lots 2, 3, 4, 5, 6 and 7
		Lot 2	Lots 1, 3, 4, 5, 6 and 7
		Lot 3	Lots 1, 2, 4, 5, 6 and 7

  
 Council authorised delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND RESTRICTIONS ON THE USE OF  
 LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
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ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

		Lot 4	Lots 1, 2, 3, 5, 6 and 7
		Lot 5	Lots 1, 2, 3, 4, 6 and 7
		Lot 6	Lots 1, 2, 3, 4, 5 and 7
		Lot 7	Lots 1, 2, 3, 4, 5 and 6
3.	Easement to access shared facilities (whole of lot)	Lot 1	Lots 2, 3, 4, 5, 6 and 7
		Lot 2	Lots 1, 3, 4, 5, 6 and 7
		Lot 3	Lots 1, 2, 4, 5, 6 and 7
		Lot 4	Lots 1, 2, 3, 5, 6 and 7
		Lot 5	Lots 1, 2, 3, 4, 6 and 7
		Lot 6	Lots 1, 2, 3, 4, 5 and 7
		Lot 7	Lots 1, 2, 3, 4, 5 and 6
4.	Right to use fire stairs and egress (whole of lot)	Lot 1	Lots 2, 3, 4, 5, 6 and 7
		Lot 2	Lots 1, 3, 4, 5, 6 and 7
		Lot 3	Lots 1, 2, 4, 5, 6 and 7
		Lot 4	Lots 1, 2, 3, 5, 6 and 7
		Lot 5	Lots 1, 2, 3, 4, 6 and 7
		Lot 6	Lots 1, 2, 3, 4, 5 and 7
		Lot 7	Lots 1, 2, 3, 4, 5 and 6

  
 Council authorised delegate

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

ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

5.	Easement for construction purposes (whole of lot)	Lot 1	Lots 2, 3, 4, 5, 6 and 7
		Lot 2	Lots 1, 3, 4, 5, 6 and 7
		Lot 3	Lots 1, 2, 4, 5, 6 and 7
		Lot 4	Lots 1, 2, 3, 5, 6 and 7
		Lot 5	Lots 1, 2, 3, 4, 6 and 7
		Lot 6	Lots 1, 2, 3, 4, 5 and 7
		Lot 7	Lots 1, 2, 3, 4, 5 and 6
6.	Easement for connection to services (whole of lot)	Lot 1	Lots 2, 3, 4, 5, 6 and 7
		Lot 2	Lots 1, 3, 4, 5, 6 and 7
		Lot 3	Lots 1, 2, 4, 5, 6 and 7
		Lot 4	Lots 1, 2, 3, 5, 6 and 7
		Lot 5	Lots 1, 2, 3, 4, 6 and 7
		Lot 6	Lots 1, 2, 3, 4, 5 and 7
		Lot 7	Lots 1, 2, 3, 4, 5 and 6
7.	Easement for access variable width (limited in stratum) (A)	Lot 1	Lots 2 and 4
		Lot 2	Lots 1, 3, 4, 5, 6 and 7
		Lot 3	Lots 1, 2, 4, 5, 6 and 7

  
 Council authorised delegate

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

ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

8.	Right of footway variable width (limited in stratum) (B)	Lot 3	Lots 1, 2, 4, 5 and 7
9.	Right to use lift 2.5 wide (limited in stratum) (C)	Lot 3	Lots 1, 2, 4, 5 and 7
10.	Easement for access variable width (limited in stratum) (D)	Lot 3	Lots 1, 2, 4, 5, 6 and 7
11.	Easement to access and use loading dock and associated facilities variable width (limited in stratum) (F)	Lot 3	Lots 1, 2, 4, 5, 6 and 7
12.	Restriction on use of land	Lots 1, 2, 4 and 5	City of Sydney Council
13.	Restriction on use of land	Lots 1, 2, 3, 4, 5, 6 and 7	City of Sydney Council
14.	Positive covenant	Lots 1, 2, 3, 4, 5, 6 and 7	City of Sydney Council
15.	Positive covenant	Lot 3	City of Sydney Council
16.	Positive covenant	Lots 1, 2, 3, 4, 5, 6 and 7	City of Sydney Council
17.	Restriction on use of land	Lots 1, 2, 3, 4, 5, 6 and 7	City of Sydney Council
18.	Restriction on use of land	Lots 1, 2, 3, 4, 5, 6 and 7	City of Sydney Council
19.	Easement for public access variable width (limited in stratum) (E)	Lots 3 and 6	City of Sydney Council
20.	Positive covenant	Lots 1, 2, 3, 4, 5, 6 and 7	City of Sydney Council

  
 Council authorised delegate

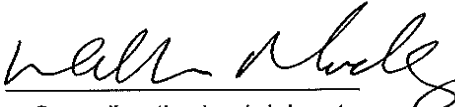
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
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LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919**

ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

21.	Easement for access variable width (limited in stratum) (G)	Lots 3 and 6	Rail Corporation New South Wales ABN 59 325 778 353
22.	Right of footway variable width (limited in stratum) (H)	Lots 3 and 6	Rail Corporation New South Wales ABN 59 325 778 353
23.	Easement for signage variable width (limited in stratum) (J)	Lots 3 and 6	Rail Corporation New South Wales ABN 59 325 778 353
24.	Easement for services variable width (limited in stratum) (K)	Lots 3 and 6	Rail Corporation New South Wales ABN 59 325 778 353

  
Council authorised delegate

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

ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112  
Covered by Subdivision Certificate No.

**PART 2 – TERMS**

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**1. Interpretation**

**1.1 Definitions**

These meanings, in any form, apply unless the contrary intention appears:

**Authorised User** means every person authorised by the Grantee for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an Authorised User includes, without limitation, the tenants, lessees, sub-lessees, employees, agents, contractors, subcontractors (of any tier), licensees and invitees of the Grantee.

**Authority** means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality (and includes RailCorp) and any private electricity, telecommunications, gas or other utility company having statutory rights.

**Building** means the mixed use building constructed or to be constructed at 301 Botany Road, Zetland, comprising residential, commercial and retail components, known as Infinity by Crown Group.

**Building Management Committee** means any building management committee for the Building constituted under a Management Statement.

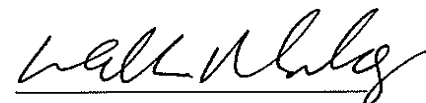
**Conduits** means all plant and apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits and traps.

**Conveyancing Act** means the *Conveyancing Act 1919*.

**Council** means City of Sydney Council and its successors.

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

**Development Approval** means the notice of determination by Council of development application no. D/2014/1758, as varied, modified or replaced from time to time (including after



Council authorised delegate



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
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CONVEYANCING ACT 1919**

ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

registration of the Plan) and, if and when activated, means the notice of determination by Council of development application no. D/2017/1758 , as varied, modified or replaced from time to time (including after registration of the Plan).

**Easement Site** means in relation to an easement in this easement instrument:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Government Agency** means any governmental, semi or local government, statutory, public or other authority or utility service provider such as Endeavour Energy or Sydney Water.

**Grantee** means:

the owner or mortgagee in possession of the Lot Benefited; and  
an Authority benefited.

**Grantor** means the owner or mortgagee in possession of a Lot Burdened.

**Improvements** means all structures, improvements, fixtures and Equipment constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings constructed).

**Law** means:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over the Lot Burdened.

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

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

**Management Statement** means a building management statement (pursuant to Part 23 Division 3B of the Conveyancing Act 1919) or strata management statement (pursuant to Part 6 Division 1 of the Development Act) registered in respect of the Building.

  
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**Operating Hours** means the longer of:

- (a) from one hour before the first train for the day is expected to arrive until one hour after the last train for the day has left the station; and
- (b) 24 hours per day during scheduled or emergency closure or track possessions of the railway tracks in the station,

except where the Grantee is RailCorp, RailCorp and its Authorised Users may have access 24 hours per day.

**Plan** means the plan of subdivision to which this instrument relates.

**Repairs** means repair, maintain, renovate, alter, renew, reinstate, replace test, examine, cleanse and relay (including preventative repair and maintenance).

**Residential Accommodation** means us as residential accommodation as defined in the Sydney Local Environmental Plan 2102.

**Residential Lots** means lots 1 and 2 in the Plan.

**Retail/Commercial Lots** means lots 3, 4, 5, 6 and 7 in the Plan.

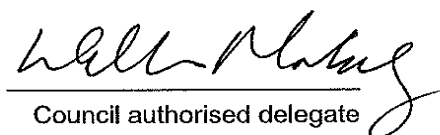
**Residential Works** means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Residential Lots for the development of the components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other authority having jurisdiction) relating to the works to be undertaken in the Residential Lots (including after registration of the Plan) , or as agreed to by the Grantor.

**Retail/Commercial Works** means the development and construction works (and all works ancillary to them, including fitout works) to be undertaken by the owner or owners of the Retail/Commercial Lots for the development of the retail and commercial components of the Building within those lots as contemplated in the Development Approval or any other development approval from Council (or other authority having jurisdiction) relating to the works to be undertaken in each of the Retail/Commercial Lots, or as agreed to by the Grantor.

**Service Lines** means:

- (c) any pipes, conduits, ducts, wires and cables required for the transmission, operation and functioning of Services or in connection with Services; and
- (d) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.

**Services** includes:

  
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- (a) the supply of water, gas, electricity or artificially heated or cooled air; and
- (b) systems for the exhaust of smoke, odours and fumes and the supply of air; and
- (c) the provision of sewerage and drainage and stormwater drainage; and
- (d) telephone, radio, television or other means of communication or transmission; and
- (e) mechanical ventilation systems and fire and emergency systems; and
- (f) garbage disposal systems;
- (g) security systems including monitoring, lighting, closed circuit television video and audio systems; and
- (h) any other facility, supply or transmission including all other services of whatever kind as are or may be reasonably necessary from time to time for use of the Lot Benefited and all buildings and structures erected on or within the Lot Benefited.

**Services Works** means the construction and Repair of such fixtures, fittings and equipment as are required from time to time for the cost effective, efficient, safe and effective development, construction, commissioning, operation and maintenance of the Conduits.

**Shared Facility** means a Shared Facility as defined and described in a Management Statement, including the gym within lot 2 on level 2, the residential amenities within lots 1 and 2 on level 9 and the sky lounge, theatre, kids room, kitchenette and music rooms within lot 2 on level 18.

**Signs** means any way finder signs, directional signs and information boards.

**Signage Equipment** means cables, wires and conduits necessary to operate Signs.

**Station Lot** means Lot 5 in DP1100276.

**Site** means all the land in the Plan.

**Strata Scheme** means any strata scheme established on registration of a strata plan for any component of the Building.

**Works** means any construction works, Repairs, maintenance (including routine and preventative maintenance), reinstatement, renewal and/or redevelopment.

## 1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

  
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- (a) **(reference to anything)** a reference to anything is a reference to the whole or each part of it; and
- (b) **(references to statute)** a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(meaning not limited)** the words "include", "including", "for example" or "such as" are not used as, nor are they interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of similar kind.

**1.3 Headings**

Headings do not affect the interpretation of this instrument.

**1.4 Positive covenants and maintenance requirements**

A requirement in an easement that requires a Grantee or Grantor to maintain or repair and Easement Site or any thing in an Easement Site is a positive covenant according to section 88BA of the Act.

---

**2. Easements are covenants and agreements between Grantees and Grantors**

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

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

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

  
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**3. Complying with this instrument and the Management Statement**

**3.1 Obligations of Grantees and Grantors**

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

**3.2 Obligations for Authorised Users**

For each easement, positive covenant and restriction on use in this instrument, each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

**3.3 Complying with the Management Statement**

For each easement, positive covenant or restriction on use in this instrument, the Grantee who is required to comply with the Management Statement must:

- (a) comply with a Management Statement; and
- (b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement.

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**4. Effect of the Management Statement**

**4.1 Application of this clause**

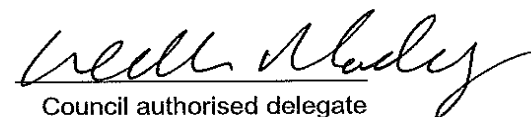
This clause applies to each easement, positive covenant and restriction on use in this instrument.

**4.2 Requirements about making rules**

If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and a Management Statement. A Management Statement prevails to the extent of any inconsistency.

**4.3 Costs regulated under a Management Statement**

If a Management Statement regulates the apportionment of costs in relation to an easement, Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Management Statement, the Management Statement prevails to the extent of the inconsistency.

  
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**4.4 Complying with obligations**

If a Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the inconsistency. However, the relevant Grantor or Grantee must use their reasonable endeavours to ensure that the person complies with these obligations.

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**5. Terms of easement for support and shelter (whole of lot)  
numbered 1 in the plan**

**5.1 Grant of easement**

The Grantor grants the Grantee an easement for subjacent and lateral support and shelter in any direction:

- (a) of those parts of the Building erected on a Lot Benefited at the date of this instrument; and
- (b) of those parts of the building on a Lot Benefited erected in future pursuant to the Residential Works or the Retail/Commercial Works

by those parts of the Building which provide (now and in the future) that support and shelter, but only to the extent that the parts of the Building that are constructed in the future are able to be supported by and to afford shelter to the existing structure within the Lot Burdened.

**5.2 Effect of Subdivision**

If a plan of subdivision is registered and:

- (a) an easement for support and shelter is created under the Conveyancing Act or the Development Act; and
  - (b) the terms of the easement created under the Conveyancing Act or the Development Act are inconsistent with the terms of this easement
- to the extent permitted by law, the terms of the easement under this instrument prevail.

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**6. Terms of easement for services (whole of lot) numbered 2 in  
the Plan**

**6.1 Grant of easement**

The Grantor grants to the Grantee and every Authorised User at all times in common with others an unrestricted right to the passage of any Services along or through Service Lines, equipment or other structures and things relating to Services:

  
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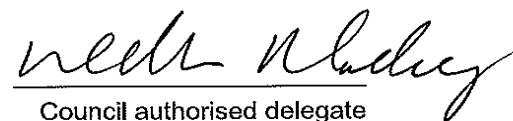
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- (a) which pass through or are situated in the Lot Burdened and service the Lot Benefited and which exist at the date of registration of the Plan; or
- (b) in respect of each of the relevant Lots Burdened, which are installed by an or on behalf of a Grantee after registration of the Plan (but before the date that is 3 years after that registration),
- and to do anything reasonably necessary for that purpose, including the right to:
- (c) utilise the existing Services and Service lines, risers and ducts constructed on the Lot Burdened for the purposes of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Service lines, risers and ducts;
- (d) by prior agreement with the owner of the Lot Burdened (not to be unreasonably withheld or delayed) and subject to the reasonable requirements of the owner of the Lot Burdened access the Lot Burdened to install Service Lines and Services as contemplated in this easement;
- (e) with the prior agreement of the owner of the Lot Burdened (not to be unreasonably withheld and which may be subject to conditions) install or construct further Services within other Service risers or ducts within the Lot Burdened in pursuance of Residential Works or Retail/Commercial Works;
- (f) by prior arrangement with the owner of the Lot Burdened, carry out an inspection of the Services within the Lot Burdened that service the Lot Benefited; and
- (g) in order to exercise a right under this easement, subject to the owner of the Lot Benefited having complied with its obligations under this easement:
- (i) enter the part of the Lot Burdened that is necessary to enter at such times and for as long as is agreed with the owner of the Lot Burdened;
- (ii) take onto the Lot Burdened such equipment and tools that are necessary to enable the owner of the Lot Burdened to exercise its rights under this easement;
- (iii) install, replace or maintain any Service;
- (iv) enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances and is agreed to by the owner of the Lot burdened (such agreement not to be unreasonably withheld or delayed); and
- (v) remain on the Lot Burdened for such reasonable time as may be necessary for the purpose of installing new or augmented Service Lines and Services (in locations agreed to by the owner of the Lot Burdened, acting reasonably),

  
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replacing, inspecting, cleaning, repairing, maintaining or renewing the Service Lines or Services or any part of the Service Lines or Services, and, subject to the prior agreement of the owner of the Lot Burdened (which may, in their sole discretion, be granted or withheld or granted conditionally) make such excavations or undertake such ancillary works in the Lot Burdened as may be reasonably necessary.

**6.2 Requirements when exercising rights**

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

- (a) ensure that any person carrying out works on services or the Easement Site on their behalf is qualified to do those works; and
- (b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;
- (c) ensure all work is done properly;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition;
- (f) take precautions to ensure no damage is caused to property in the Lot Burdened, which may include making arrangements for property or vehicles to be moved while the relevant work is being performed;
- (g) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;
- (h) if required by the Grantor, when exercising rights or complying with obligations accompanied by and comply with the directions of the Grantor's nominee (which directions must be reasonable having regard to the Grantor's interests and must not unreasonably impede, fetter or prevent the exercise of the Grantee's rights under this easement);
- (i) in an emergency, give the Grantor notice of access to the Lot Burdened if practicable;
- (j) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and
- (k) in respect of a lot used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the

  
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business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of Council or a Government Agency having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

**6.3 Indemnity**

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

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**7. Terms of easement for access to shared facilities (whole of lot) numbered 3 in the Plan**

**7.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the accessible areas of the Lot Burdened on foot and with or without tools and equipment for the purpose of inspecting, repairing, maintaining and relacing items that are or form part of Shared Facilities and which benefit the Lot Benefited, and the right to remain for on the Lot Burdened for such time as is reasonable or the purposed of the inspection, repair, maintenance or replacement of the Shared Facility item.

**7.2 Rights of the Grantor to temporarily suspend access**

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

**7.3 Requirements when exercising rights**

When they exercise their rights under this easement, the Grantee and its Authorised Users must:

- (a) take all reasonable steps to minimise disturbance of the Grantor, the Lot Burdened and any occupier of the Lot Burdened; and

  
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- (b) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (c) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

**7.4 Authority to release**

The person having the right to release, vary, modify this easement is Council.

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**8. Right to use fire stairs and egress (whole of lot) numbered 4  
in the Plan**

**8.1 Grant of easement**

The Grantor grants the right for the Grantee and Authorised Users to enter and pass through those parts of the Lot Burdened necessary to exit the Lot Benefited or the Building in an emergency or for fire drill purposes.

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**9. Terms of easement for construction purposes (whole of lot)  
numbered 5 in the Plan**

**9.1 Grant of easement**

The Grantor grants to the Grantee and every Authorised User at all times the following rights:

- (a) the right to carry out the Residential Works or Retail/Commercial Works, as applicable including by erecting structures comprising residential or retail premises, associated parking and all ancillary uses ("**New Structures**") and performing fitout works on and within the Lot Benefited, including within the Lot Burdened to the extent necessary to construct the New Structures, and subject to the capacity of the structure within the Lot Burdened at the date of registration of this instrument to support, in any direction, the New Structures as contemplated in clause 5 ("Terms of easement for support and shelter (whole of lot) numbered 1 in the Plan") of this instrument. For the avoidance of doubt, no New Structure may be constructed if the construction will exceed the capacity of the structures in the Lot Burdened to support the New Structures;
- (b) the right to use, augment or add to Services that are installed for the benefit of the Lot Benefited (with or without other lots) and are provided through the pipes, wires, cables and ducts installed in the Lots Burdened as at the date of this easement, together with all ancillary rights as reasonably necessary to do so;

  
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- (c) the right to install or connect Services for the benefit of the Lot Benefited within risers, ducts or pipes installed in the Lots Burdened for the purpose of enabling the provision of services to the Lot Benefited, together with all ancillary rights as reasonably necessary to do so; and
- (d) the right to enter the Lot Burdened to the extent necessary to install, connect or augments Services under this easement and to remain on the Lot Burdened for as long as is reasonably necessary with or without tools and equipment.

**9.2 Obligations of the Grantee**

- (a) The Grantee and its Authorised Users must:
  - (i) obtain all necessary approvals from relevant Government Agencies before commencing works and carry out all works in accordance with the relevant approvals;
  - (ii) give the owner of a Lot Burdened not less than 14 days notice of any access required to the Lot Burdened under this easement;
  - (iii) not enter or perform any works in any part of the Lot Burdened in a manner or for a purpose which is inconsistent with the terms of this easement or at times or in a manner that is other than as agreed to by the owner of the Lot Burdened acting reasonably and having regard to the Grantee's rights under this easement;
  - (iv) unless agreed otherwise with the owner of the Lot Burdened or required by Council or a Government Agency or unless otherwise provided for in a Construction Deed, works within a retail or commercial component of the Lot Burdened must be carried out outside the business hours of the business conducted from the relevant area of the Lot Burdened;
  - (v) take all reasonable actions to minimise disturbance to the Grantor or occupiers of the Lot Burdened when the Grantee or its Authorised Users exercise rights or comply with obligations under this easement; and
  - (vi) take reasonable precautions in exercising rights and complying with obligations under this easement to ensure that no damage is caused to the Lot Burdened; and
  - (vii) promptly rectify any damage caused to the Lot Burdened.
- (b) When exercising rights under this easement, the Grantee and its Authorised Users must comply with any Construction Deed. To the extent that there is any inconsistency between a Construction Deed and this easement, the provisions of the Construction Deed will prevail.

  
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**9.3 Release of Grantee**

Subject to the Grantee complying with its obligations under this easement and the Construction Deed in relation to the matters the subject of this easement, the Grantor, in granting this easement, releases the Grantee from, and agrees not to make any claim or demand or commence any proceedings (including, without limitation, in nuisance) against the Grantee in relation to any matter or thing arising from exercise by the Grantee of the rights conferred by this easement.

**9.4 Cumulative Rights**

The rights conferred on the Grantee under this easement are in addition to (and not in substitution of) rights of a similar nature conferred on the Grantee under another easement or otherwise.

**9.5 Extinguishment of rights and obligations**

Despite any other provision of this easement, the rights of the Grantee and the obligations of the Grantor are extinguished on practical completion of the construction works relating to the development by the Grantee of the Lot Benefited.

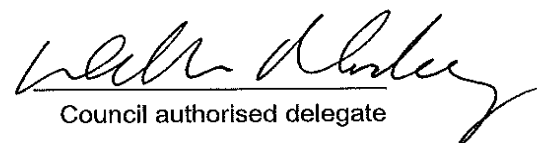
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**10. Terms of easement for connection to services (whole of lot)  
numbered 6 in the Plan**

**10.1 Grant of easement**

The Grantor grants to the Grantee and its Authorised Users to enter, pass, repass and remain on the Lot Burdened for the purposes of connecting Service Lines and Services in the Lot Benefited to Services and Service Lines which pass through or are situated in the Lot Burdened and are intended to service the Lot Benefited, and to do anything reasonably necessary for that purpose, including the rights:

- (a) to carry out an inspection of the Service Lines and Services within the Lot Burdened; and
- (b) to connect, install, replace or maintain any Service Line or Service;
- (c) to enter the Lot Burdened with machinery and equipment by such route as is reasonable in the circumstances; and
- (d) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing, replacing, inspecting, cleaning, repairing, maintaining or renewing the Service Lines or Services or any part of the Service Lines or Services and of making such slab or wall penetrations as may be reasonably necessary.

  
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**10.2 Requirements when exercising rights**

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

- (a) ensure that any person carrying out works on Services or the Easement Site on their behalf is qualified to do those works; and
- (b) cause as little inconvenience as practicable to the Grantor or an occupier of a Lot Burdened;
- (c) ensure all work is done properly;
- (d) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (e) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition; and
- (f) take precautions to ensure no damage is caused to property in the Lot Burdened, which may include making arrangements for property or vehicles to be moved while the relevant work is being performed;
- (g) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened; and
- (h) in an emergency, give the Grantor notice of access to the Lot Burdened if practicable;
- (i) comply with any reasonable requests by the Grantor, including, without limitation, about the time of access.
- (j) if required by the Grantor, when exercising rights or complying with obligations accompanied by and comply with the directions of the Grantor's nominee (which directions must be reasonable having regard to the Grantor's interests and must not unreasonably impede, fetter or prevent the exercise of the Grantee's rights under this easement);
- (k) cause as little inconvenience or interruption as is practicable to Services or the usual activities carried out on a Lot Burdened; and
- (l) in respect of a lot used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or the occupier of the Lot Burdened (except in an emergency or if it is a specific requirement of Council or a Government Agency having jurisdiction over the relevant works that the Grantee carry out those works during business hours).

  
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**10.3 Indemnity**

The Grantee indemnifies the Grantor against all damage, expense, loss, claims or liabilities of any nature to the extent caused by the Grantee or its Authorised Users entering or performing work within the Lot Burdened, exercising rights or failing to comply with the Grantee's obligations under this easement. The Grantee's indemnity will be reduced proportionately to the extent that the damage, expense, loss, claim or liability arises from a negligent act or omission of the Grantor.

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**11. Terms of easement for access variable width (limited in stratum) (A) numbered 7 in the Plan**

**11.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, pass and repass by vehicle and on foot over and across the Easement Site:

- (a) at all times; and
- (b) for all lawful purposes; and
- (c) in respect of the driveway to the loading dock and the loading dock (including the loading dock turntable), by vehicles exerting a maximum loading of not more than 15kpa; and
- (d) in respect of the driveway and other areas of the Easement Site other than the driveway to the loading dock and the loading dock, by vehicles exerting a maximum loading of not more than 2.5kpa.

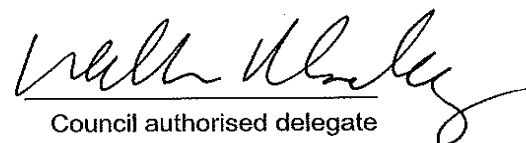
**11.2 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into the Building. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

**11.3 Restriction on parking**

The Grantee and its Authorised Users must not:

- (a) park or stand motor or other vehicles on the Easement Site; or
- (b) obstruct use of the Easement Site by any person.

  
Council authorised delegate

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**11.4 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (c) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

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**12. Terms of right of footway variable width (limited in stratum)  
(B) numbered 8 in the Plan**

**12.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, pass and repass over and across the Easement Site:

- (a) on foot or with wheelchairs or other disabled access aids; and
- (b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

**12.2 Rights of the Grantor to temporarily suspend access**

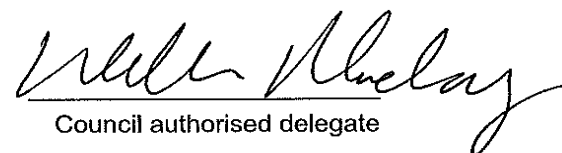
The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

**12.3 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened;

  
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- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement;
- (c) not do anything or permit anything to be done within the Easement Site that will soil the Easement Site; and
- (d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

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**13. Terms of right to use lift 2.5 wide (limited in stratum) (C)  
numbered 9 in the Plan**

**13.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the full, free and unimpeded right to enter and use the lifts within the Easement Site and to access the lifts within the Easement Site from adjacent parts of the Lot Benefited that are intended to be used for pedestrian access:

- (a) at all times; and
- (b) for all lawful purposes; and
- (c) on foot or with wheelchairs or other disabled access aids; and
- (d) when passing over and across the Easement Site, with animals that are permitted to be in the Building; and
- (e) with guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability.

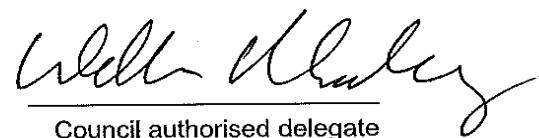
**13.2 Access to temporarily suspend access**

The Grantor may temporarily suspend access to, and use of, the whole or any part of the Easement Site in an emergency or for maintenance purposes for the period required to remedy an emergency or maintain the Easement Site.

**13.3 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and

  
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- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (c) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

**13.4 Authority to release**

The person having the right to release, vary, modify this easement is Council.

---

**14. Terms of easement for access variable width (limited in stratum) (D) numbered 10 in the Plan**

**14.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users the full, free and unimpeded right to enter, remain on, pass and repass over and across the Easement Site:

- (a) on foot or with wheelchairs or other disabled access aids; and
- (b) without animals that are not restrained or carried (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability).

**14.2 Rights of the Grantor to temporarily suspend access**

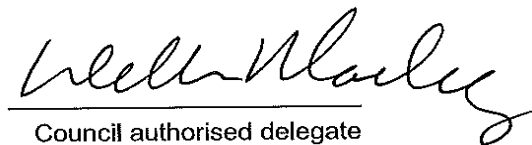
The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

**14.3 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened;
- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement;

  
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- (c) not do anything or permit anything to be done within the Easement Site that will soil the Easement Site; and
- (d) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

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**15. Terms of easement for access and use loading dock and associated facilities variable width (limited in stratum) (F) numbered 11 in the Plan**

**15.1 Grant of easement**

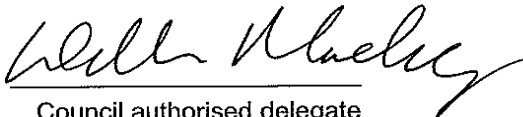
Subject to the conditions in this easement, the Grantor grants the Grantee and its Authorised Users the right to enter, remain on, pass and repass through and across the Easement Site with motor vehicles, trolleys and on foot at all times for the purpose of:

- (a) loading and unloading goods, articles and equipment;
- (b) allowing motor vehicles to stand for loading or unloading or both; and
- (c) transporting, taking or moving articles or items from such motor vehicles to the Lot Benefited, and from the Lot Benefited to the motor vehicles;
- (d) transporting, taking or moving garbage bins to and from the garbage bin storage area within the Lot Benefited and storing garbage bins within the Lot Burdened to enable the collection of garbage from the Building;
- (e) accessing and using facilities for the benefit of the Lot Burdened and located adjacent to or within the Easement Site; and
- (f) purposes incidental to the loading and unloading of vehicles.

**15.2 Requirements when exercising rights**

When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

- (a) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;
- (b) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;
- (c) promptly rectify any damage they cause to the Easement Site or the Lot Burdened;

  
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- (d) immediately remove any garbage or recyclable materials that they spill on the Easement Site and clean the affected area;
- (e) not permit any motor vehicle to obstruct or stand in or park on the Lot Burdened other than for the purposes of loading or unloading or both; and
- (f) not leave any goods, articles or other equipment in the Easement Site.

**15.3 Management Statement**

The Grantor, the Grantee and its Authorised Users must comply with any requirements under the Management Statement regarding the use of the loading dock.

**15.4 Access to the Easement Site**

The Grantee acknowledges and agrees that access to the Easement Site may be regulated by security boom gates or other security devices to regulate the flow of vehicular access into the Building. The Grantor agrees to provide the Grantee and its Authorised Users with access to security boom gates or other security devices as necessary to allow the Grantee and its Authorised Users to exercise its rights or comply with its obligations under this easement.

**15.5 Restriction on parking**

The Grantee and its Authorised Users must not:

- (a) park or stand motor or other vehicles on the Easement Site; or
- (b) obstruct use of the Easement Site by any person.

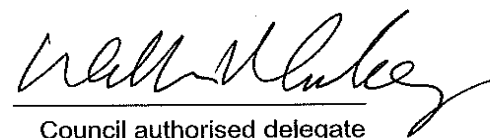
**15.6 Minimising damage**

The Grantee must:

- (a) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened; and
- (b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement; and
- (c) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

**15.7 Authority to release**

The person having the right to release, vary, modify this easement is Council.

  
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**16. Terms of restriction on use of land ~~(whole of lot)~~ numbered 12  
in the Plan**

**16.1 Terms of restriction**

The residential accommodation within the Lot Burdened must be used for permanent Residential Accommodation only and not for the purpose of short term residential accommodation such as hotel, motel, service apartments, private hotel, boarding house, tourist accommodation and backpacker accommodation or the like, other than in accordance with the Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2103.

**16.2 Authority to release**

The person having the right to release, vary, modify this restriction on use is Council.

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**17. Terms of restriction on the use of land numbered 13 in the  
Plan**

**17.1 Terms of restriction**

- (a) In relation to lots 1, 2, 4 and 5 in the Plan (being the residential lots), the on-site car parking spaces and storage spaces within the Lot Burdened, including within any Strata Scheme, with the exception of any service spaces, car share spaces and visitor parking spaces, must not be used by any person other than a resident, tenant or occupant in the Building, and the on-site car parking spaces must not be used for storage for commercial businesses.
- (b) In relation to lots 3 and 7 in the Plan (being the retail/commercial lots), the on-site car parking spaces and storage spaces within the Lot Burdened, including within any Strata Scheme, with the exception of any service spaces, must not be used by any person other than an employee, tenant or occupant of the commercial or retail tenancies in the Building, and the on-site car parking spaces must not be used for storage for commercial businesses.
- (c) In relation to lot 6 in the Plan, the on-site car parking spaces within the Lot Burdened, with the exception of any service spaces, must not be used by any person other than an employee, occupant or visitor to the conference centre in the lot burdened, and the on-site car parking spaces must not be used for storage for commercial businesses.
- (d) The on-site car parking spaces designated as a car share space, including within any Strata Scheme, must be designated as common property in any strata subdivision and must not be used other than for the purpose of a car share operation.

  
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**17.2 Authority to release**

The person having the right to release, vary, modify this restriction is Council.

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**18. Terms of positive covenant numbered 14 in the Plan**

**18.1 Terms of positive covenant**

The registered proprietor of the Lot Burdened must perform the ongoing maintenance and any future rehabilitation works required in relation to the encapsulated/remaining contaminated materials at the Site, including the discharge or prevention of discharge from any contaminants, and for works subsequently required by the NSW Environmental Planning Authority.

**18.2 Authority to release**

The person having the right to release, vary, modify this positive covenant is Council.

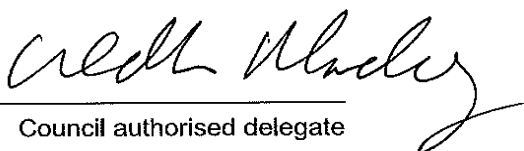
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**19. Terms of positive covenant numbered 15 in the Plan**

**19.1 Terms of positive covenant**

(a) The registered proprietor covenants with City of Sydney Council ("Council") that they will in respect to the pump out system (which expression shall include all ancillary pumps, gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain and/or pump out stormwater, as detailed on the construction plans approved pursuant to the Development Approval and the Works-as-Executed (as built) plans held by Council (hereinafter called the **System**):

- (i) permit stormwater to be temporarily detained and pumped out by the System;
- (ii) keep the System clean and free from silt, rubbish and debris;
- (iii) maintain and repair the System so that it functions in a safe and efficient manner;
- (iv) replace, repair, alter and renew the whole or parts of the System within the time and in the manner specified in a written notice issued by the Council;
- (v) carry out the matters referred to in paragraphs (ii), (iii) and (iv) at the Grantor's expense.
- (vi) not make any alterations to the System or elements thereof without prior consent in writing of the Council;

  
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- (vii) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause; and
- (viii) comply with the terms of any written notice issued by the Council in respect of the requirements of this clause within the time stated in the notice.
- (b) In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in paragraph 21.1(a) the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the System and recover from the proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lot burdened under section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

**19.2 Authority to release**

The person having the right to release, vary, modify this positive covenant is Council.


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**20. Terms of positive covenant numbered 16 in the Plan**

**20.1 Terms of positive covenant**

The Grantor covenants with Council that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the Lot Burdened through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Grantor will at all times:

- (a) use the private connection for the purpose of discharging stormwater, sprinkle rest water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council' drainage system if any unauthorised discharge from the Lot Burdened is detected, such disconnection and making good to be at the sole expense of the Grantor;
- (d) regularly inspection clean and maintain the on-site detention system and the private stormwater lines;

  
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- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position, within the building erected on the Lot Burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (f) release and hold harmless Council from and against all damages claims, actions, proceedings, law suits, losses, costs, expenses and other liabilities for any damage arising to any property or building on or in the Lot Burdened as a result of:
  - (i) any blockage of or surcharge or backflow from Council's drainage system;
  - (ii) the connection to the Council's drainage system;
  - (iii) the construction of the private connection beneath the footway or its presence in the public way;
  - (iv) the relocation of the gully pit; and
  - (v) any costs and expenses of disconnection under paragraph (c);  
to the extent caused or contributed by the Grantor or any lessee or occupier of the Lot Burdened;
- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit; and
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

**20.2 Authority to release**

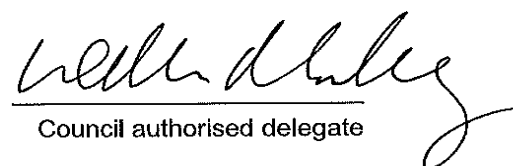
The person having the right to release, vary, modify this positive covenant is Council.

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**21. Terms of restriction on the use of land numbered 17 in the Plan**

**21.1 Terms of restriction**

The parts of the common areas and traffic isles within the basement levels of the Lot Burdened, including within any Strata Scheme, that are intended for access by vehicles and for the manoeuvring of vehicles, including the common property in a strata scheme established within a Lot Burdened, must not be used for the parking or storage of vehicles, boats, trailers and the like. This restriction does not apply to any visitor vehicle spaces (which

  
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are to be used only by visitors to the Building) or to any service vehicle spaces (which are to be used only by service vehicles).

**21.2 Authority to release**

The person having the right to release, vary, modify this restriction is Council.

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**22. Terms of restriction on the use of land numbered 18 in the Plan**

**22.1 Terms of restriction**

The Gross Floor Area of all components of the Building within the Lots Burdened, taken together, must not in aggregate exceed that which is permissible for the entire Site by the approval of development application D/2014/1758 (as amended) or by the relevant Environmental Planning Instrument in existence at the time, whichever is the greater.

**22.2 Authority to release**

The person having the right to release, vary, modify this restriction is Council.

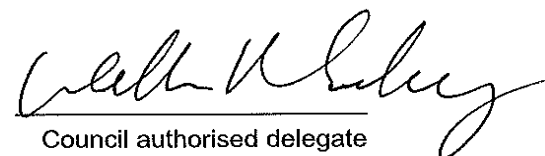
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**23. Terms of easement for public access variable width (limited in stratum) (E) numbered 19 in the Plan**

**23.1 Grant of easement**

Subject to the conditions in this easement, the Grantor grants the Grantee and Authorised Users (including members of the public) the full, free and unimpeded right to enter, pass and repass over and across the Easement Site:

- (a) on foot or with wheelchairs or other disabled access aids;
- (b) without vehicles, bicycles, skateboards and the like;
- (c) with or without animals; and
- (d) with bicycles, tricycles or other similar non-motorised machine other than motorised scooters or similar for mobility (being walked or ridden); and
- (e) without vehicles, skateboards, rollerblades or the like.

  
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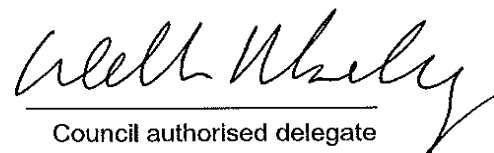
**23.2 Rights of the Grantor to temporarily suspend access**

- (a) Subject to the conditions of this easement, the Easement Site must be open for use by the Grantee and any Authorised User at least for the hours required under right of footway variable width (limited in stratum) (H) numbered 24 in the Plan.
- (b) The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:
  - (i) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and
  - (ii) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or to maintain or repair the Easement Site.

**23.3 Minimising damage**

The Grantee and Authorised Users must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause no damage to the Lot Burdened and the improvements on the Lot Burdened;
- (c) not interfere with or disrupt the conduct of any lawful business conducted within the Easement Site by the Grantor or the Grantor's Authorised Users;
- (d) obey any reasonable requirements and directions of the Grantor whilst in the Easement Site; and
- (e) the Grantee must:
- (f) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; and
- (g) use reasonable endeavours to ensure that its Authorised Users comply with the terms of this easement when they exercise their rights or comply with their obligations under this easement.

  
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**24. Terms of positive covenant numbered 20 in the Plan**

**24.1 Terms of positive covenant**


- (a) The Grantor must keep and maintain Easement Site of the easement for public access variable width (E) numbered 21 in the Plan (**Easement for Public Access**) in good repair and safe condition and adequately lit to the reasonable satisfaction of Council.
- (b) Without derogating from the obligations set out in paragraph 26.1(a), Council may at reasonable times and upon reasonable written notice to the Grantor enter upon the Lot Burdened for the purposes of inspecting the condition and repair to the Lot Burdened.
- (c) The Grantor releases and indemnifies, and keeps indemnified, Council against all damage, expense, loss of liability of any nature suffered or incurred by Council that is caused by or arises out of the use of the Easement for Public Access, including:
  - (i) loss or damage to Council's property;
  - (ii) damage, expense, loss or liability in respect of loss or damage to any other property; and
  - (iii) damage, expense, loss or liability in respect of personal injury, disease, illness or death,  
except to the extent the loss, damage, expense or liability is caused or contributed to by Council or any Authorised User.

**24.2 Indemnity**

The Grantor must effect and maintain public liability insurance in respect of third party personal injury or damage to third party property in or about the Easement for Public Access where the injury arises out or is caused by the use of the Easement for Public Access. The policy must be in the amount of \$20,000,000 for any one occurrence, with an insurer acceptable to the authority benefited, such acceptance not to be unreasonably withheld. Council may request a copy of the policy at any time with reasonable notice.

**24.3 Authority to release**

The person having the right to release, vary, modify this positive covenant is Council.

  
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Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

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**25. Terms of easement for access variable width (limited in stratum) (G) numbered 21 in the Plan**

**25.1 Terms of easement**

Full, free and unimpeded right for the Grantee, all Authorised Users and any member of the public to go, pass and repass at all times

- (a) with or without Equipment; and
- (b) over the Easement Site for any purpose including:
  - (i) entering the Lot Burdened;
  - (ii) taking anything onto the Lot Burdened; and
  - (iii) carrying out work within the Easement Site, such as constructing, replacing, repairing or maintaining trafficable surfaces or structures, other than to the extent the Grantor is required to do so under this document.

**25.2 Maintenance and cleanliness of Easement Site**

The Grantor will:

- (a) at all times maintain all trafficable surface-s in the Easement Site in good repair;
- (b) not permit the Easement Site to fall into disrepair so that:
  - (i) use of the Easement Site under this easement becomes a hazard or nuisance; or
  - (ii) access through the Easement Site by the Grantee, its Authorised Users or any member of the public becomes difficult, impractical or impossible; and
  - (iii) keep clean and free from rubbish the Easement Site including cleaning of lighting, removal of graffiti and general cleaning so as to keep the Easement Site clean and tidy at all times.

  
Council authorised delegate

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

ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

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**26. Terms of right of footway variable width (limited in stratum)  
(H) numbered 22 in the Plan**

**26.1 Grant of easement**

The Grantor grants the Grantee and its Authorised Users and any member of the public the right to pass, repass and remain over the Easement Site:

- (a) on foot or with wheelchairs or other disabled access aids; and
- (b) without animals (other than guide dogs, hearing dogs or other animals trained to assist to alleviate the effect of a disability),
  - (i) for all lawful purposes.
  - (ii) Where the Grantee is RailCorp, the Grantee is entitled to erect or place commuter control barriers, associated signage, CCTV cameras, roller-door shutters and commuter way signage on the Easement Site in relation to RailCorp's management of railway commuter activities, provided that such barriers and signage do not materially adversely affect the operation of the retail centre contained in the Lot Burdened.
  - (iii) If the Grantor objects to the manner in which RailCorp exercises its rights under clause 28.1 (b), the Grantor is entitled to consult with RailCorp's customer service manager to discuss an alternative solution to the positioning of the commuter control barriers, associated signage and/or commuter way signage, as the case may be. The Grantor must, and RailCorp must ensure its customer service manager, consult promptly and in good faith with each other under this clause.

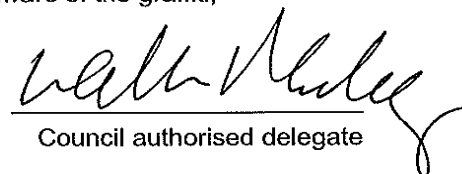
**26.2 When can rights be exercised?**

Access to this easement must be available during the Operating Hours.

**26.3 Obligations of the Grantor**

The Grantor must:

- (a) ensure that the Easement Site is closed and secured at all times during which it is not available for use;
- (b) keep the Easement Site in a clean and tidy condition, including, regular cleaning (not less than once per day), including where relevant:
  - (i) the removal of minor graffiti that can be removed by usual commercial cleaning methods within 24 hours of becoming aware of the graffiti;

  
Council authorised delegate

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Plan of subdivision of Lot 100 in DP1204112

- (ii) cleaning of pedestrian pavement and light fittings;
- (iii) the removal of any regurgitation, expectoration, urination, defecation, blood or other human or animal substances from the paved areas and walls as soon as practicable of it appearing; and
- (iv) engaging employees or entering into a cleaning contract with a professional cleaning contractor to perform its cleaning obligations under this easement;
- (c) properly maintain and repair the Easement Site to a standard commensurate to its use as a pedestrian and retail concourse (where relevant), including:
  - (i) maintenance of lighting, including replacing blown light globes;
  - (ii) repair of vandalism which causes permanent damage including graffiti (as soon as reasonably practicable);
  - (iii) repair, maintain and replace pedestrian pavements;
  - (iv) repair of accidental damage and wear; and
  - (v) general maintenance as appropriate; and
- (d) at its cost rectify any damage to the Easement Site or property within the Easement Site (except the Signs and the Signage Equipment) caused by any member of the public and the Grantor accepts full liability and responsibility for any repairs and restoration work required resulting from damage to the structures, pavement and associated works within the Easement Site in the exercise of the rights granted by this easement.

**26.4 Lift**

The Grantor must:

- (a) use its reasonable endeavours to ensure that the lift in the Easement Site operates at all times during the Operating Hours; and
- (b) promptly and expeditiously take reasonable action to rectify any breakdowns of or damage to the lift in the Easement Site which occurs during the Operating Hours, such that the following response and repair times are achieved where reasonably possible:
  - (i) lift stopped response time not exceeding 1 hour from the time when the Grantor is first notified;

  
Council authorised delegate

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- (ii) passenger trapped response time not exceeding 20 minutes from the time when the Grantor is first notified;
- (iii) equipment repair time not exceeding 24 hours from arrival of maintenance persons on the site; and
- (iv) replacement or repair of broken glass or security film (if any) not exceeding 24 hours from the time when the Grantor is notified.

**26.5 No implied terms**

The rights and obligations implied under Schedule 8 of the *Conveyancing Act 1919* (NSW) do not apply to this easement.

**26.6 Step in rights**

- (a) Except in an emergency, if the Grantor fails to undertake its obligations in accordance with this instrument, the Grantee may notify the Grantor in writing requiring it to rectify the failure ("Rectification Notice").
- (b) If the defaulting Grantor has not rectified its failure within:
  - (i) 2 business days, in the case of failure to clean and tidy; and
  - (ii) a reasonable period (having regard to the nature of the breach) in the case of a failure to repair, maintain and replace and all other obligations under this easement, from the date of receipt by it of the Rectification Notice, the Grantee may, but is not obliged to, repair, maintain and replace the affected item or otherwise rectify the Grantor's failure immediately.
- (c) Any expense incurred by the owner of the Grantee in rectifying the failure of the Grantor will be a debt due by the Grantor to the Grantee payable on demand or receipt of written substantiation for the amount of such debt.

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**27. Terms of easement for signage variable width (limited in stratum) (J) numbered 23 in the Plan**

**27.1 Terms of easement**

The Grantor grants the Grantee and its Authorised Users the right:

- (a) to erect and maintain Signs on any part of the Easement Site in positions approved by the Grantor (such approval not to be unreasonably withheld) together with the right to run Signage Equipment across and through the Lot

  
Council authorised delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
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Plan of subdivision of Lot 100 in DP1204112

Burdened to and from the Signs and together with the right to Repair the Signs and Signage Equipment; and

- (b) on reasonable notice to the Grantor and at all reasonable times, to have access to the Lot Burdened necessary to erect, Repair or dispose of the Signs and the Signage Equipment and to comply with any notice received from any relevant Authority.

**27.2 Conditions on easement**

The Grantee, in exercise of the rights conferred by this easement, must:

- (a) obtain the approval of all relevant Authorities to the erection and installation of the Signs and Signage Equipment;
- (b) pay the cost of the Signs and Signage Equipment and of erecting and installing them and the cost of erecting and installing them and the cost of carrying out Repairs to the Signs and Signage Equipment;
- (c) pay for all electricity used in conjunction with the Signs (if illuminated) and Signage Equipment;
- (d) take all reasonable precautions to ensure as little disturbance or damage as possible to the Lot Burdened and will as soon as reasonably practicable restore the Lot Burdened as nearly as practicable to its original condition and the Grantee shall exercise the rights granted by this easement so as not to interfere unduly or unreasonably with the rights of any occupier of the Lot Burdened;
- (e) before the Grantee may enter the Lot Burdened to exercise the rights granted by this easement it must, except in the case of an emergency, first give a reasonable period of notice to the Grantor of the intended exercise of the rights and comply with the reasonable requirements of the Grantor;
- (f) if the Grantee removes the Signs and Signage Equipment or carries out Repairs to them, then the Grantee must make good (as far as it is practicable) damage to the part of the Lot Burdened to which the signs or Signage Equipment, or both, were affixed; and
- (g) except in the case of an emergency, before incurring any Cost in rectification of any damage occasioned by the exercise of its rights, the Grantor must notify the Grantee in writing of any damage occasioned by the exercise of its rights, the Grantor must notify the Grantee in writing of any damage occasioned as a result of such exercise and, in the case of remediable damage, give the Grantee a reasonable period to rectify that damage.

  
Council authorised delegate

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Plan of subdivision of Lot 100 in DP1204112

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**28. Terms of easement for services variable width (limited in stratum) (K) numbered 24 in the Plan**

**28.1 Terms of easement**

The Grantor grants the Grantee and its Authorised Users the full, free and unimpeded right for the Grantee and its Authorised Users:

- (a) to erect, construct, install and hang Conduits within the Easement Site from the Improvements erected from time to time in the locations determined by the application of clause 30.2 and undertake the Services Works;
- (b) to have such Conduits encroach on the Lot Burdened and to be supported vertically, horizontally, and in any other plane by the Lot Burdened;
- (c) if necessary, to enter on, pass and repass over the within the Easement Site, together with any Equipment necessary, for a reasonable time for the purposes of conducting Repairs to the Conduits; and
- (d) to have Services travel along the Conduits and such other locations as determined by the application of clause 30.2.

**28.2 Location of the Conduits**

The location of any Conduits and Services:

- (a) must be approved in writing by the Grantor (acting reasonably); and
- (b) must not interrupt or interfere with the operation of the business of the Grantor in and on the Lot Burdened.

**28.3 Conduct of Services Works**

The Grantee must ensure that any Services Works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all Authorities and Laws.

**28.4 Conduct of Works by the Grantor**

- (a) Prior to conducting any Works which may adversely affect a Conduit or Service owned or operated by a Grantee, the Grantor must provide a schedule of Works to that Grantor for its approval, which approval must not be unreasonably withheld.
- (b) In the case of Works which may adversely affect the Station Lot, a Conduit or Service owned or operated by RailCorp, RailCorp may withhold its consent to the Works if, in the opinion of RailCorp, the Works interfere with or threaten:

  
Council authorised delegate



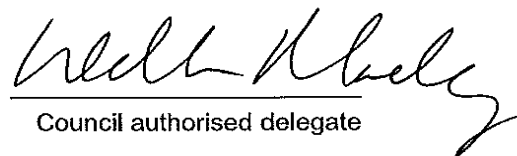
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
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ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

- (i) the use of the Station Lot for railway purpose or the operation of the RailCorp's assets;
  - (ii) the safe operation of railway;
  - (iii) the operational capacity or efficiency of the railway;
  - (iv) the future safe operation of the railway or the future operational capacity of the railway; or
  - (v) the safety of railway passengers, stations or patrons.
- (c) The Grantor and the Grantee must, in good faith, consult with each other in relation to the nature and timing of such Works with a view to facilitating an approval which allows the Works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient, safe and cost effective development, construction, commissioning, operation and maintenance of:
- (i) the facilities erected on the Lot Burdened (in the case of the Grantor); and
  - (ii) the Conduits (in the case of the Grantee.)

  
Council authorised delegate

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ePlan

Plan: **DP1211900**

Plan of subdivision of Lot 100 in DP1204112

**SIGNING PAGES**

Signed on behalf of  
**Crown Green Square Pty Limited ACN 161**  
698 148 in accordance with section 127 of the  
Corporations Act 2001, by:



Secretary/Director

IWAN SUNITO

Print name



Director

PAUL SATHIO

Print name

Signed on behalf of **Sathio Investments Pty  
Limited ACN 138 087 939** in accordance with  
section 127 of the Corporations Act 2001, by:



Paul Sathio

Sole Director and Secretary

Signed on behalf of **Crown Cornerstone  
Investments Pty Limited ACN 138 199 112** in  
accordance with section 127 of the Corporations  
Act 2001, by:



Iwan Sunito

Sole Director and Secretary



Council authorised delegate

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**Mortgagee**

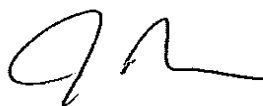
EXECUTED by AUSTREO  
COMMERCIAL VENTURES PTY LTD  
(ACN 618 406 901) in accordance with  
section 127(1) of the Corporations Act  
2001 (Cth) by authority of its directors:



.....  
Signature of director

David Gribble  
.....

Name of director (block letters)



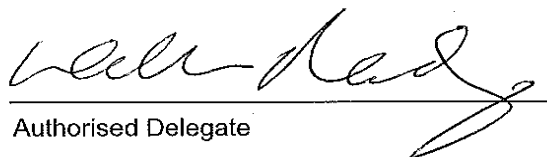
.....  
Signature of director

Junnosuke Ando  
.....

Name of director

**Council**

Executed on behalf of the City of Sydney by its  
Authorised Delegate pursuant to Sec 377 of the  
Local Government Act 1993.



Authorised Delegate

BILL MACKAY

Print name

MANAGER PLANNING ASSESSMENT

Position

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



Witness

MICHAEL PARKINSON

Print name

C/- 456 KENT ST, SYDNEY  
Address



Council authorised delegate

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS PROFITS À PRENDRE  
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Executed on behalf of the **City of Sydney** by its  
Authorised Delegate pursuant to Sec 377 of the  
Local Government Act 1993.

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

*[Signature]*  
Authorised Delegate

*[Signature]*  
Witness

BILL MACKAY  
Print name

MICHAEL PARKINSON  
Print name

MANAGER PLANNING ASSESSMENTS  
Position

C/- 456 KENT ST, SYDNEY  
Address

**RailCorp**

Signed on behalf of  
**Rail Corporation New South Wales**  
ABN 59 325 778 353 by its authorised  
delegate in the presence of:

*[Signature]*  
Signature of witness

*[Signature]*  
Delegate

IAN SPROUE  
Name of witness in full

SAMANTHA MYER  
Name of delegate in full

*[Signature]*  
Council authorised delegate

## **Annexure 7 Dealings**

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Sec. 9. 9. 9. Ed, 3450 Jo. 82

New South Wales  
Sixty Pounds  
Stamp Duty  
23-12-21Z

New South Wales  
Two Pounds  
Five Shillings  
Stamp Duty  
23-12-21Z

NO. 790 BOOK 1245 CONVEYANCE.

10/1  
29 DEC 1921

*[Handwritten signature]*

12

THIS DEED made the *twenty ninth* day of *November* in the year of our Lord one thousand nine hundred and twenty one BETWEEN SIR WILLIAM CHARLES COOPER of London England Baronet (hereinafter referred to as the Vendor) of the first part TOM RAINE RAINE of Sydney in the State of New South Wales Real Estate Auctioneer of the second part GILLES MORETON of Sydney aforesaid Brick Master (hereinafter referred to as the Purchaser) of the third part and THE INDUSTRIAL BRICK COMPANY LIMITED a Company duly registered under the provisions of the Companies Acts (hereinafter referred to as the Company) of the fourth part WHEREAS the Vendor is seised of the hereditaments hereinafter described and assured in fee simple AND WHEREAS by Agreement bearing date the twenty-ninth day of September one thousand nine hundred and nine the said Vendor agreed with the said Purchaser for the sale to him of certain land therein described (being part of the land hereinafter described) and by Agreement bearing date the thirtieth day of September one thousand nine hundred and ten the said Vendor agreed with the said Purchaser Walter Godfrey and Charles Upfold for the sale to them of certain land (being the residue of the land hereinafter described) for the sums therein respectively mentioned totalling the sum of Eight Thousand two hundred and six Pounds twelve shillings and ninepence AND WHEREAS the said Purchaser Walter Godfrey and Charles Upfold carried on business of Brick Makers as Co-Partners under the firm name of the Industrial Brick Company on the said hereditaments AND WHEREAS the said Company was formed in the year one thousand nine hundred and eleven for the purpose of the acquisition of the said partnership business and its assets AND WHEREAS that of the said sum of Eight Thousand Two Hundred and six Pounds twelve shillings and ninepence the said Purchaser Walter Godfrey and Charles Upfold as such partners as aforesaid paid the sum of Four Thousand Six Hundred and twenty four Pounds two shillings and ninepence and that the sum of Three Thousand five hundred and eighty two Pounds ten shillings being the balance of the said sum of Eight Thousand two hundred and six Pounds twelve shillings and ninepence has been paid to the Vendor by the said Company AND WHEREAS the said Walter Godfrey died on or about the twenty-fifth day of December one thousand nine hundred and ten AND WHEREAS the said Charles Upfold died on or about the fourteenth day of March one thousand nine hundred and nineteen AND WHEREAS the said Purchaser as the surviving partner in the said Co-Partnership has requested the said Vendor to convey direct to the said Company NOW THIS DEED WITNESSETH that in consideration of the said sum of Eight Thousand Two Hundred and six Pounds twelve shillings and ninepence so paid to the Vendor as aforesaid the receipt whereof is hereby acknowledged the said Vendor at the request and by the direction of the said Purchaser testified by his being a party to and executing these presents as beneficial owner doth hereby convey unto the said Company in fee simple ALL THAT piece or parcel of land at Alexandria in the Parish of Alexandria County of Cumberland and State of New South Wales be the hereinafter dimensions a little more or less and containing by admeasurement thirteen acres three roods twelve and three quarters perches or thereabouts and being part of William Hutchinson's Grant of one thousand four hundred acres. Commencing at the intersection of the Eastern side

*[Handwritten signature: W. Moreton]*



of Botany Road with the South Eastern side of Bourke Street and bounded thence on the North West by the South Eastern sides of that last mentioned road bearing North Easterly and distant respectively thirty eight feet one inch and four hundred and two feet nine and one-quarter inches to the Westernmost corner of Lot two Section A of the Zetland Estate thence on part of the North East by the South Western boundary of that lot being a line bearing South Easterly one hundred feet seven and one-quarter inches to the North Western side of a Lane twenty feet wide thence on part of the South East and again on part of the North East by the North Western and South Western sides of that lane being lines bearing South Westerly and South Easterly and distant respectively fourteen feet ten and one-quarter inches and seven hundred and ninety five feet one and three-quarters inches thence again on the remainder of the North West by the South Eastern side of that lane and its prolongation North Easterly distant in all one hundred and twenty feet three and one half inches to the South Western side of Portman Street thence on the remainder of the North East and the South East by part of the South Western and North Western sides of that road bearing respectively South Easterly and South Westerly one hundred and eighty nine feet seven and one quarter inches and one hundred and fifty nine feet two and three quarters inches to the Easternmost corner of the Waterloo Brick Company's ten acres thence on part of the South and the East by the Northern and the Western boundaries of that last mentioned land being lines bearing Westerly and Southerly and distant respectively eight hundred and thirty nine feet and three hundred and forty feet eight and one-quarter inches to the land sold to Freckelton thence on the remainder of the South by the Northern boundary of that last mentioned land being a line bearing Westerly one hundred and forty feet nine and three-quarters inches to the Eastern side of Botany Road thence on the West by that side of that road being lines bearing Northerly and distant respectively one hundred and eighty four feet nine inches five hundred feet ten and three-quarters inches and two hundred and forty feet eight inches to the point of commencement AND the Vendor hereby acknowledges the right of the Company to the production and delivery of copies of the several documents specified in the schedule hereto of which possession is retained by the Vendor and undertakes with the said Company for the safe custody thereof And the said Tom Raine Raine hereby states that at the time of making this Deed in exercise of the powers contained in the said Deed Poll or Power of Attorney dated the nineteenth day of September one thousand nine hundred and thirteen under the hand and seal of the said Vendor registered the third day of October one thousand nine hundred and thirteen No. 231 Book 1010 and a copy whereof is filed in the Land Titles Office No. 8960 he had no notice of the revocation of such Deed Poll or Power of Attorney and hereby acknowledges the right of the said Company to the production and copies of the said Deed Poll or Power of Attorney and undertakes for the safe custody thereof, and the said Company covenants with the said Vendor that it will not do any act whereby or by means whereof the water level as it existed on the twenty-ninth day of September one thousand nine hundred and nine of the Creek passing through the said property may be raised. \* The land to which the benefit of the said covenant is intended to be appurtenant is the land hereby assured. The land which is to be subject



to the above covenant is the land comprised herein and the above covenant may be released varied or modified with the consent of the Vendor his heirs executors or administrators and the Vendor or his Agent retains the right to annul the above covenant.

- THE SCHEDULE REFERRED TO -

27th May 1823 CROWN GRANT of this date to William Hutchinson entered upon record Colonial Register at page 171 No. 10 Register 27th May 1823.

24th and 25th LEASE and RELEASE William Hutchinson 1st part Daniel Cooper and Solomon Levey 2nd part and Robert Cooper 3rd part Reg. January 1825 No. 127 Book W.

24th March 1893 STATUTORY DECLARATION of Thomas Buckland of identity and age of Vendor.

IN WITNESS WHEREOF the said Vendor hath by his Attorney subscribed his name and affixed his Seal.

SIGNED SEALED AND DELIVERED by the said WILLIAM CHARLES COOPER in the presence of

*Herbert Eccles  
70 Pitt St  
Sydney*

*W. C. Cooper* (L.S)  
*by his attorney  
J. R. Raine*

SIGNED SEALED AND DELIVERED by the said TOM RAINE RAINE in the presence of

*Herbert Eccles*

*J. R. Raine* (L.S)

COUNTERSIGNED AND APPROVED by PERCY ARUNDEL RABETT in the presence of

*Herbert Eccles*

*P. A. Rabett* (L.S)

SIGNED SEALED AND DELIVERED by the said GILLES MORETON in the presence of

*D. S. Sullivan  
Solr Sydney*

*Gilles Moreton* (L.S)

*Ernest Patrick White* of 26 Hunter Street, Sydney, Clerk to Sullivan Brothers, Solicitors, being duly sworn, maketh oath and saith:- The writing contained above and on the two preceding pages has been compared by me with the original Conveyance and is a true copy thereof.

Sworn at Sydney this *twentyninth* day of *December* one thousand nine hundred and twenty one before me,

*W. Moreton*  
DEPUTY REGISTRAR



Received into the Registration of Deeds Office at Sydney, the *Twenty ninth*  
day of *December* one thousand nine hundred and twenty one at *thirty five*  
*minutes* *past* *three* o'clock in the *after* noon from *Ernest Patrick Whites*  
Clerk to Sullivan Brothers of 26 Hunter Street, Sydney, Solicitors.

*W. B. ...*

DEPUTY REGISTRAR.



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. 379235

New South Wales

MEMORANDUM OF TRANSFER  
 (REAL PROPERTY ACT, 1900)



H379235C

Certificate  
 Plan 1 : 10 : -  
 Cont. : 10 : -  
 L. : 10 : -

£ 91,325 : 10 : -  
 1/2 7-0-0

(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 in permanent black non-copying ink.

*Transferee*  
 I, YORK MOTORS PROPRIETARY LIMITED of 101 William Street, Sydney in the State of New South Wales

(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 NINETY-ONE THOUSAND THREE HUNDRED AND TWENTY-FIVE POUNDS (£ 91,325 ) (the receipt whereof is hereby acknowledged) paid to the transferor by AUSTRALIAN MOTOR INDUSTRIES LIMITED

\* If a less estate, strike out "in fee simple" and underline the required alteration.

do hereby transfer to

AUSTRALIAN MOTOR INDUSTRIES LIMITED a Company incorporated in the State of Victoria and having its registered office at Cook Street Port Melbourne in the said State (herein called transferee)

the Transferor's ALL such Estate and Interest in ALL THE land mentioned in the schedule following:--

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 Certificates of Title is to be transferred add "and being Lot ... 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.

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	ALEXANDRIA	PART	6195	113	Being Lot Y on the Plan annexed hereto and marked "A".

Refiling action taken  
 SEE F.P. 413956

d Strike out if unnecessary, or suitably adjust.  
(i) If any easements are to be created or any alterations 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 38 of the Conveyancing Act, 1919-1954.

*W. J. there*

And the transferee covenants with the transferor

RESERVING unto the Transferor its successors and assigns full and free right and liberty as appurtenant to the land shown as Lot X in the plan annexed hereto and marked "A" an easement over that part of the land shown as site of proposed drainage easement 12 feet wide as is contained in the land shown as Lot Y in the plan annexed hereto marked "A" to permit the Transferor to construct lay and maintain drainage pipes with such valves cocks surface boxes and manholes as may be necessary TOGETHER WITH full and free right and liberty to the Transferor its servants and workmen of entering upon the land the subject of this easement from time to time and at all times hereafter for the purpose of inspecting maintaining cleansing repairing renewing and replacing any of such pipes valves cocks surface boxes and manholes BUT the Transferee shall be entitled to drain stormwater from any building erected or to be erected on the said Lot Y into any such drain and for that purpose at the Transferee's cost to connect to such pipes so laid by the Transferor any such connection to be made in a proper and workmanlike manner so as not to interfere with the flow of water from the said Lot X through such drain or to cause any damage to the drain so laid by the Transferor or to any property of the Transferor. The Transferee shall indemnify the Transferor for the cost of the repair of any damage caused to the drain laid by the Transferor and any property of the Transferor in making any such connections AND the Transferee hereby covenants with the Transferor that it will not at any time hereafter do or permit to be done upon the land the subject of the easement any act which may damage the pipes, valves, cocks, surface boxes or manholes which may diminish or interfere with the flow of drainage in to or from the said pipes AND the Transferor hereby covenants with the Transferee :-

- (1) That the Transferor will cause as little disturbance of or damage to the land of the Transferee or anything growing or being thereon as shall be reasonably possible and will with all practicable speed restore any disturbance and make good any damage which may be so caused and that it will indemnify and keep indemnified the Transferee against any loss or damage caused by any leakage or escape of drainage from the said pipes valves cocks surface boxes or manholes however caused except by the act neglect or default of the Transferee its servants or agents.
- (2) That the Transferor will at all times keep the said pipes valves cocks surface boxes and manholes in sound condition and efficient working order and so as to prevent any leakage or escape of drainage therefrom on or in to the land of the Transferee.

IT IS HEREBY AGREED AND DECLARED that :-

- (a) The land to which the benefit of the Easement hereby reserved is appurtenant is Lot X on the plan annexed hereto and marked "A".
- (b) The land which is subject to the burden of the Easement hereby reserved is the strip of land 12 feet wide as above described.
- (c) This easement may be released varied or modified by the registered proprietors for the time being of the said Lot X and the said Lot Y.

AND the Transferee covenants with the Transferor for the benefit of Lot X on the plan annexed hereto and marked "A" but only during the ownership thereof by the Transferor its successors and assigns other than Purchasers on sale that no fence shall be erected on the said Lot Y to divide it from the said Lot X without the consent of the Transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns 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 this restriction may be released varied or modified by the owner or owners for the time being of the said Lot X.

\* A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

Covenant in Conveyance dated 29th November 1921 registered Book 1245 No. 790.



LODGED BY \_\_\_\_\_

My forward  
 No  
**H 379235**

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging dealing.

**FEES.**  
 The Fees, which are payable on lodgment, are as follows:—

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. 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. 0d. 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 5s. per folium, extra fee is payable.

1. _____	} Received Docs. Nos.
2. _____	
3. _____	} Receiving Clerk.
4. _____	
5. _____	
6. _____	

**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 <i>Reserving easmt for drainage subject to covenant</i>
Checked by	Particulars entered in Register Book. Volume <u>6195</u> Folio <u>113</u> <b>M. P. D.</b>
Passed (in S.D.B.)	<i>11/11/60</i>
Signed by	the <u>18th</u> day of <u>June</u> 19 <u>60</u> at _____ _____ minutes past <u>4</u> o'clock in the <u>PM</u> noon. <i>Jawatson</i> Registrar-General.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<u>21-3/60</u>
Draft examined	<i>[Signature]</i>	
Diagram prepared	<i>[Signature]</i>	<u>21/5/60</u>
Diagram examined	<i>[Signature]</i>	<u>11/5/60</u>
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

Vol. **7912** Fol. **51**

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS  
 DP 413956

FEET INCHES	METRES
-	0.152
1	0.457
3	0.914
3 6 7/8	1.089
4	1.170
6	1.829
9	2.838
9 3 7/8	2.892
11	3.499
12	3.658
12 3	3.724
14	4.267
15	4.601
15 1 1/8	4.855
26	8.065
31	9.531
31 3 7/8	9.547
31 4 7/8	9.573
34	10.466
34 11 1/4	10.649
40	12.192
42	12.802
48	14.272
50	15.481
60	18.220
157	48.533
157 10 1/4	48.114
196	59.792
199	60.744
251	76.746
264	80.569
298	91.059
302	92.349
345	105.126
345 3	105.232
AC RD P	50 M
1 1 25 1/4	5697
AC RD P	HA
3 2 2	1.421

Plan Form No. 6 (for transfers, leases, etc.)

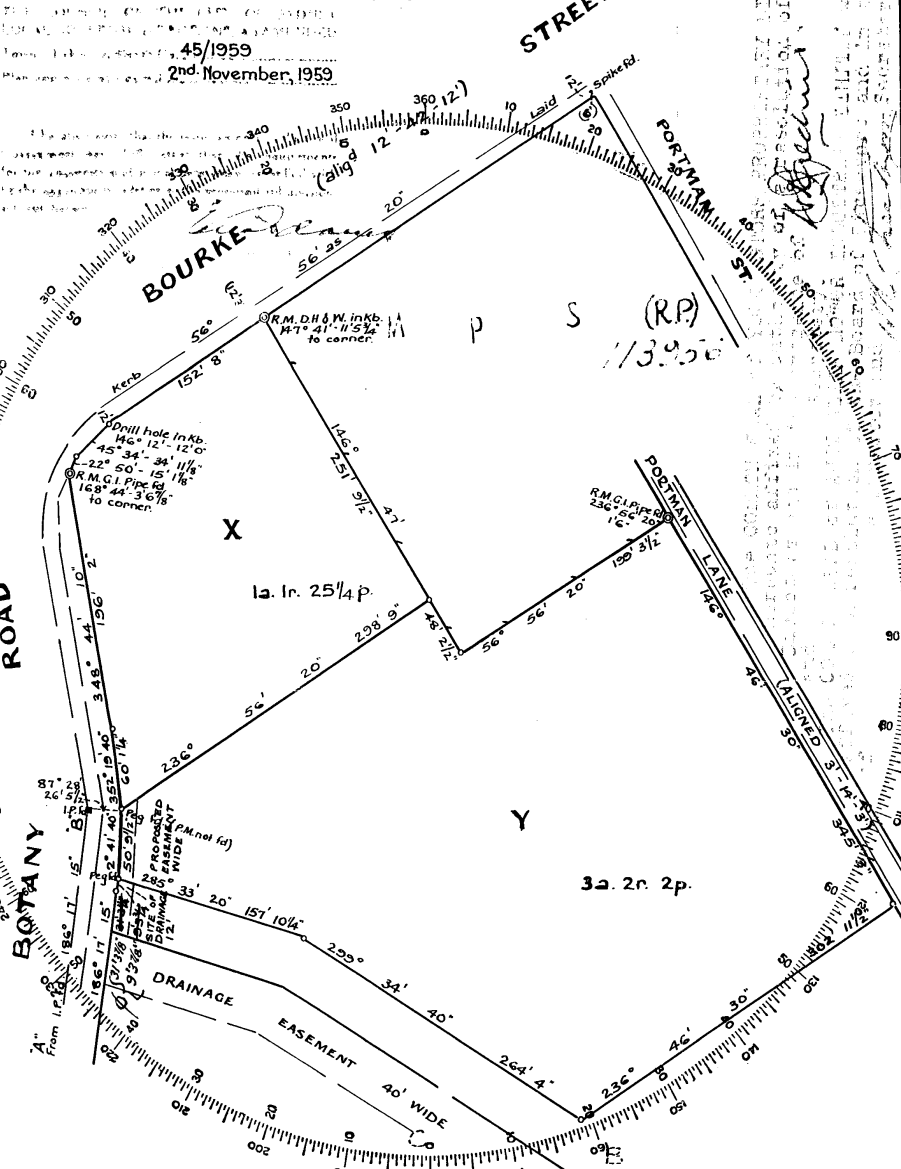
M.A.M.

Municipality of Shire of Sydney City of Waterloo Shire of subdivision of land in C.T. Vol: 6195 Fol: 113

PLAN

Parish of Alexandria County of Cumberland

Scale 100 feet to an inch.



This margin to be left free from notation

Signatures of parties to be made in this margin.

**Note:**  
 It is intended to create drainage easements in favour of Lot X over the sites shown within Lot Y and Lot B adjoining.

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.

Subdivision No. ....  
 Council Clerk .....  
 Datum Line of Azimuth. ....

I, **ROGER ERNEST CHARLES HOGAN**  
 of P.W. RYGADE & WEST OF SYDNEY  
 a surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 17th September, 1959.

(Signature) *R. Hogan*  
 Surveyor registered under the Surveyors Act, 1929-46.

I certify that this plan with regard to Lot Y, has been compiled from the information in DP 875248 and is accurate.

\* Strike out either (1) or (2).      † Insert date of survey.

This is the plan marked " " referred to in .....  
 Dated.....

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 11. 379236

New South Wales

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)



11 07  
 Lodgment  
 Endorsement  
 Certificate

de 2.10.50  
 15/12/19

(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 in permanent black non-copying ink.

*note of name*  
 I, STANDARD WHOLESALE PTY. LIMITED a Company incorporated in the State of Victoria and registered in the State of New South Wales as a foreign company (at one time called Standard Cars Limited) *formerly styled*

(herein called transferor)

a If a fee 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 TEN SHILLINGS (£ 10/- ) (the receipt whereof is hereby acknowledged) paid to it by YORK MOTORS PROPRIETARY LIMITED

and grant do hereby transfer to

b 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

YORK MOTORS PROPRIETARY LIMITED of 101 William Street Sydney in the State of New South Wales (herein called transferee)

c 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 Certificates of Title is to be transferred add "and being Lot etc. 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."

out of All such its Estate and Interest 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.	
CUMBERLAND	ALEXANDRIA	WHOLE	6396	148	

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.

4564 D.

And the transferee covenant(s) with the transferor<sup>4</sup>

<sup>4</sup> 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, 1919-1954.

The full and free right and liberty as appurtenant to the land being Lot X in the plan annexed to Instrument of Transfer registered No. (such land being part of the land in Certificate of Title registered Volume 6195 Folio 113 in the Parish of Alexandria County of Cumberland) at all times hereafter over that part of the land as site of proposed Drainage easement 12 feet side as is contained in the land shown as Lot B in the plan annexed hereto and marked "A" to permit the Transferee to construct lay and maintain drainage pipes with such valves cocks surface boxes and manholes as may be necessary **TOGETHER WITH** full and free right and liberty to the Transferee its servants and workmen of entering upon the land the subject of this easement from time to time and at all times hereafter for the purpose of inspecting, maintaining cleansing repairing renewing and replacing any of such pipes valves cocks surface boxes and manholes AND the Transferor hereby covenants with the Transferee that it will not at any time hereafter do or permit to be done upon the land the subject of this easement any act which may damage the said pipes valves cocks surface boxes or manholes or which may diminish or interfere with the flow of drainage in to or from the said pipes AND the Transferee hereby covenants with the Transferor :-

- (1) That the Transferee will cause as little disturbance of or damage to the land of the Transferor or anything growing or being thereon, as shall be reasonably possible and will with all practicable speed restore any disturbance and make good any damage which may be so caused and that it will indemnify and keep indemnified the Transferor against any loss or damage caused by any leakage or escape of drainage from the said pipes valves cocks surface boxes or manholes however caused except by the act neglect or default of the Transferor its servants or agents.
- (2) That the Transferee will at all times keep the said pipes valves cocks surface boxes and manholes in sound condition and efficient working order and so as to prevent any leakage or escape of drainage therefrom on or in to the land of the Transferor.

IT IS HEREBY AGREED AND DECLARED that :-

- (a) The land to which the benefit of the easement hereby granted is appurtenant is the land of the Transferee being Lot X in the plan annexed to Instrument of Transfer registered No.
- (b) The land which is subject to the burden of the easement hereby granted is the land of the Transferor being a strip of land 12 feet wide as above described.
- (c) This easement may be released varied or modified by the registered proprietors for the time being of the said Lot X and the said Lot B shown on the said plan annexed to Instrument of Transfer registered No.



**ENCUMBRANCES, &c., REFERRED TO.**

<sup>4</sup> A very short note will suffice.

Covenant contained in Conveyance dated 29th November 1921 registered Book 1245 No. 790.  
Easement in instrument registered No. B710037.





*By Russell D...*

No. **H 379236**

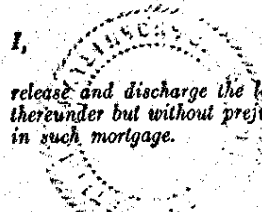
**FEES**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 8s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge 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 16 folios and without diagram;  
 (ii) £2 10s. 6d. for every Certificate of Title not exceeding 13 folios with one simple diagram;  
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
 Where the engrossing exceeds 16 folium, an amount of 6s. per folium, extra fee is payable.

LODGED BY **SLY & RUSSELL**  
 SOLICITORS  
 16 BARRACK STREET,  
 BX 2261 SYDNEY.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging dealing.

1	} Received Docs. Nos. Receiving Clerk.
2	
3	
4	
5	
6	

**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.

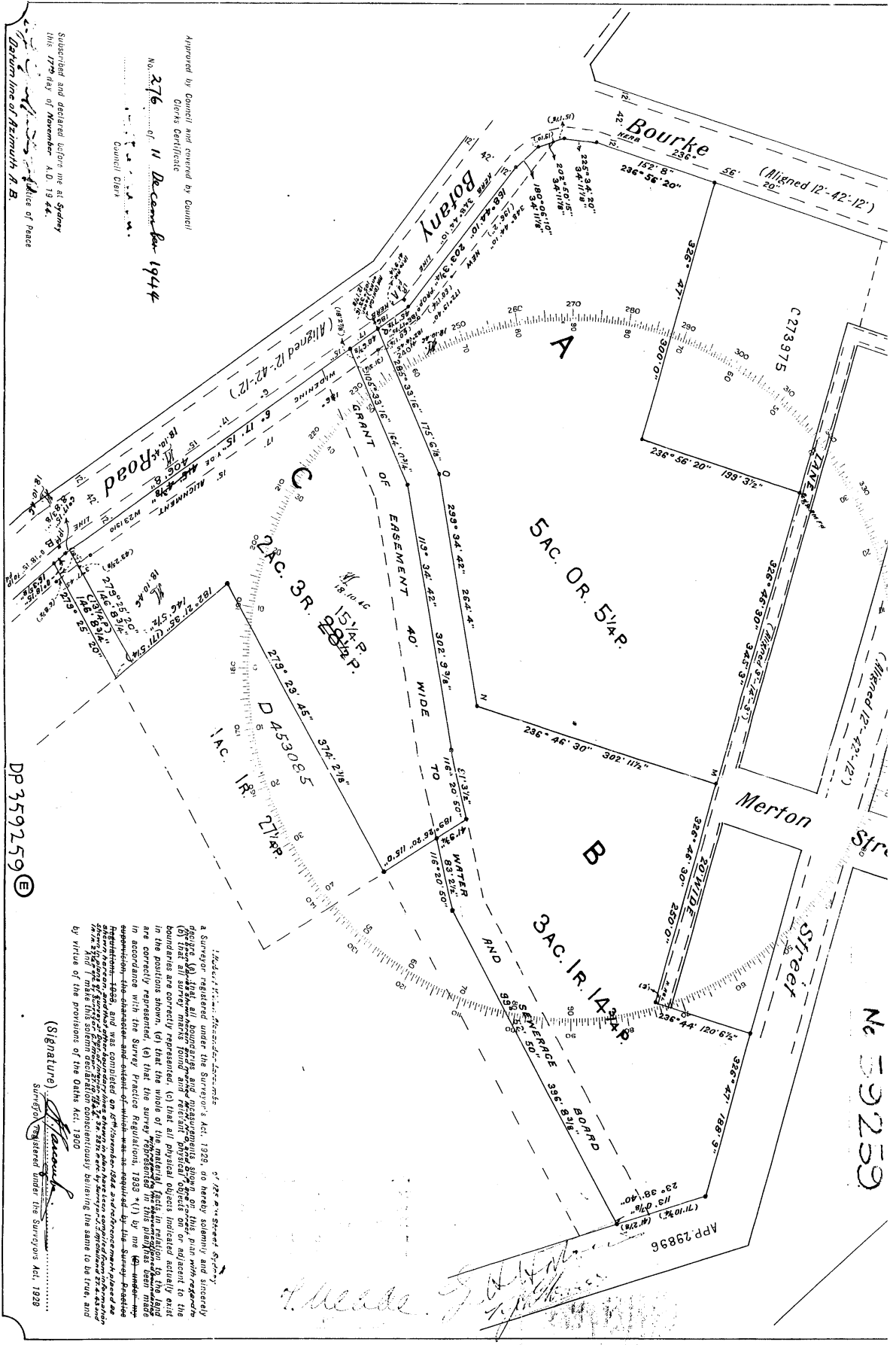
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>1/2 of Carrot for Rramage</i>
Checked by	Particulars entered in Register Book, Volume <i>696</i> Folio <i>148</i> <i>695</i> <i>113</i>
Passed (in S.D.)	M.P.D.
Signed by	the <i>18th</i> day of <i>May</i> 19 <i>60</i> at _____ minutes past <i>4</i> o'clock in the <i>after</i> noon. <i>Registrar-General</i>

**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 ...		
Vol.	FOL.	





Approved by Council and covered by Council  
 Clerks Certificate  
 No. 376 of 11 December 1944  
 Council City

Subscribed and declared before me at Sydney  
 this 17th day of November A.D. 1944.  
 Darius line of Fitzmuth & B.  
 B.K. 1090 P1  
 26.6.46

DP359259 E  
 (Signature) \_\_\_\_\_  
 Surveyor Registered under the Surveyors Act, 1929

This is the plan marked "B" referred to in Memorandum of Transfer  
 Dated 12th March 1944. The Industrial Brick Company Limited to  
 Signatures of parties to

Form: 11R  
Release: 4.1

**REQUEST**  
New South Wales  
Real Property Act 1900



**AJ148491X**

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

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **TORRENS TITLE**

2/1015633

(C) **REGISTERED DEALING**

Number	Torrens Title
--------	---------------

(D) **LODGED BY**

19 FEB 2015

Document Collection Box <b>112M</b>	Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9800 CAN: 123053P	CODE <b>R</b>
	Reference: S082538 - Hannah Reid	

**TIME APPLICANT** 2.43

THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) **NATURE OF REQUEST**

Registration of Planning Agreement pursuant to 93H of the Environmental Planning and Assessment Act 1979

(G) **TEXT OF REQUEST**

Attached to this request and marked Annexure "A" is the original Planning Agreement, the subject of this request.

DATE 19 December 2014

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

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

Signature of witness:

Signature of attorney:

Name of witness: HEATHER TURNER  
Address of witness: 456 KENT STREET SYDNEY NSW 2000

Attorney's name: Marcia Claire Doheny  
Signing on behalf of: The Council of the City  
Power of attorney-Book: 4572 OF SYDNEY  
-No.: 994

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under cNOS ID No. Full name: Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 1 of 55 1303

or produced by 1109U on 18/11/14 for Planning Agreement.

**CONSENT OF MORTGAGEE:**

The Mortgagee under Mortgage No. **A1696174** agrees to be bound by this Request.

I certify that the above Mortgagee **WESTPAC BANKING CORPORATION** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

**EXECUTED BY WESTPAC BANKING )**

**CORPORATION** in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorised Office (Signature):

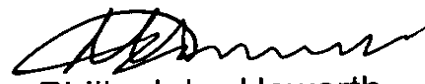
\_\_\_\_\_  
Full name (printed):

\_\_\_\_\_  
Full Name (printed):

\_\_\_\_\_  
Address of Witness:

Signed for and on behalf of ST. GEORGE  
BANK - A Division of WESTPAC BANKING  
CORPORATION ABN 33 007 457 141 by  
its attorney under power of attorney as at  
17 January, 2001 Registered Book 4299  
No. 332 in the presence of:

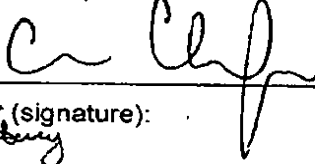
WITNESS *Sandra Nicholas*



Philip John Haworth  
Tier Three Attorney

Print Name: *SANDRA NICHOLAS*

APPROVED FOR REGISTRATION BY )  
CROWN GREEN SQUARE PTY )  
LIMITED (ACN: 161 698 148) in )  
accordance with the provisions of section )  
127 of the Corporations Act 2001:



Director (signature):  
*Secretary*

CAMERON CHAMPION

Full Name (printed):



Director/Secretary (signature):

IWAN SUNITO

Full Name (printed):

APPROVED FOR REGISTRATION BY )  
SATHIO INVESTMENTS PTY LIMITED )  
(ACN: 138 087 939) in accordance with )  
the provisions of section 127 of the )  
Corporations Act 2001:



Paul Wardana Sathio  
Sole Director/Secretary

APPROVED FOR REGISTRATION BY )  
CROWN CORNERSTONE )  
INVESTMENTS PTY LIMITED (ACN: )  
138 199 112) in accordance with the )  
provisions of section 127 of the )  
Corporations Act 2001:



Iwan Sunito  
Sole Director/Secretary

The following 51 pages are Annexure marked "A" referred to in the REQUEST to the registration of the Planning Agreement pursuant to s93H *Environmental Planning and Assessment Act 1979*

Dated

2014

**Crown Green Square Pty Limited**  
ABN 12 161 698 148

**Sathio Investments Pty Limited**  
ABN 23 138 087 939

**Crown Cornerstone Investments Pty Limited**  
ABN 86 138 199 112

**Council of the City of Sydney**  
ABN 22 636 550 790

## **Planning Agreement**

**Environmental Planning and Assessment Act 1979**





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THIS PLANNING AGREEMENT is dated 19/12/ 2014

**PARTIES:**

**THE COUNCIL OF THE CITY OF SYDNEY** (ABN: 22 636 550 790) of 456 Kent Street, Sydney, New South Wales 2000 (Council)

**CROWN GREEN SQUARE PTY LIMITED** (ABN 12 161 698 148), **SATHIO INVESTMENTS PTY LIMITED** (ABN 23 138 087 939) and **CROWN CORNERSTONE INVESTMENTS PTY LIMITED** (ABN 86 138 199 112) of Level 29, 1 Market Street, Sydney, New South Wales, 2000 (Land Owner)

**INTRODUCTION:**

- A. The Council has prepared and exhibited a planning proposal to rezone the Land.
- B. The Land Owner has offered to enter into this Planning Agreement to provide the Public Benefits, upon the rezoning of the Land, and in accordance with the terms and conditions set out in this Planning Agreement.
- C. The approval of the Draft LEP by the Minister for Planning will result in the Land being rezoned.
- D. The Council acknowledges the costs and space impacts to the Land Owner in providing the Land Owner's Works on the Land to support Green Infrastructure identified in Item 4 of Schedule 3 of this Planning Agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

---

**1.1 Definitions**

In this **Planning Agreement**, unless the context clearly indicates otherwise:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended) and includes any regulations made under that Act.

**Address for Service** means the address of each party appearing in Item 8 in Schedule 1 or any new address notified by any party to all other parties as its new Address for Service;

**Affordable Housing** has the same meaning as in the Act.

**Area A** means the land referred to in item 1(a)(i) of Schedule 3 and shown marked as Area A in the diagram at Schedule 4.

**Approval** means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required by Law for the commencement and carrying out of the Public Benefits or the Proposed Development generally and includes an approval under the Act (or modification of that approval).

**Authority** means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the *Building Professionals Act 2005*.

**Automated Waste System** has the same meaning as in (3) in the definition of **Green Infrastructure**.

**Best Industry Practice** means the exercise of that degree of professional skill, diligence, and prudence that reasonably would be expected from competent persons performing tasks and functions similar in nature to the Public Benefits and consistent with the Law.

**Business Day** means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

**Certifier** means:

- (a) such person with the appropriate qualifications to provide the required certification and appointed by the Land Owner (at its cost);
- (b) in the case of the Land for Footpath Widening only, the Council; and
- (c) in the case of the Green Infrastructure only, such person with the appropriate qualifications agreed by the Council and the Land Owner to certify the Green Infrastructure elements of the Land Owners Works and appointed by the Land Owner (at its cost).

**Completion Date** means the actual date on which the first Occupation Certificate for any building on the Land (excluding Area A and the Land for Footpath Widening) is issued.

**Construction** means and includes design, engineering fabrication, and building work required to physically erect or install the relevant structure or other element.

**Construction Certificate** has the same meaning as in the Act.

**Construction Costs** means the costs of and directly attributable to the performance of the Land Owner's Work including:

- (a) preparation of design and construction drawings for the relevant works (but excluding costs of or attributable to the design of the remainder of the Development);
- (b) geotechnical, engineering or other expert advice relating solely to the Land Owner's Works, including (without limitation) the carrying out of any necessary testing and the preparation of any Remediation Action Plan;

- (c) cost of materials used or installed (as the case may be) as part of the Land Owner's Works; and
- (d) labour, equipment hire, and other costs directly associated with the excavation, remediation to the relevant standard, and construction of the Land Owner's Works

but does not include costs of project preliminaries, contingencies, project management fees, bank guarantee fees, financing costs and other costs which may be associated with the delivery of the Proposed Development.

**Council's First Notice** has the meaning given to that term in clause 9.3.

**Council's Second Notice** has the meaning given to that term in clause 9.5.

**DCP** means the *South Sydney Development Control Plan 1997 (as amended)*.

**Dealing** means selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

**Defects Liability Period** means the period of 12 months which commences on the date that the Land for Open Space is transferred to Council.

**Deliver and Connect** means that the Green Infrastructure is:

- (a) designed, installed and commissioned in accordance with all Laws and any Approvals;
- (b) installed in accordance with:
  - (i) the GI Connections Specifications as detailed in the notice referred to in clause 9; and
  - (ii) the design plans for the Green Infrastructure; and
- (c) connected to the buildings within the Land, and

the terms **Delivery and Connection** and **Delivered and Connected** will be construed accordingly.

**Draft LEP** means the *Planning Proposal to Amend the South Sydney Local Environmental Plan 1998 – 301-303 Botany Street, Waterloo* for which there was a Gateway Determination issued by the delegate of the Minister for Planning on 20 October 2010 or any proposed local environmental plan the terms of which are consistent with that *Planning Proposal* and which amends the *South Sydney Local Environmental Plan 1998* in relation to the Land.

**Easements** means the easements referred to in Item 5 of Schedule 3.

**Expected Completion Date** means the later of:

- (a) the date nominated by the Land Owner in the Land Owner's First Notice;

- (b) the date nominated by the Land Owner in the Land Owner's Second Notice; and
- (c) such later date as notified by the Land Owner under clause 11.

**Explanatory Note** means the explanatory note required by the Regulation.

**Floor Space Ratio** has the same meaning as in the *Standard Instrument (Local Environmental Plans) Order 2006*.

**General Register of Deeds** means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

**GI Connections Specification** means the green infrastructure connection specification to be provided in accordance with clause 9.3(a)(ii) by Council to the Land Owner and generally in the form of the Specifications

**Green Infrastructure** means infrastructure that can be operated on a precinct-scale that, subject to clause 9, comprises:

- (i) a trigeneration system that will include a pipe network and energy centre and that is capable of:
  - (A) producing electricity by burning natural gas (or a renewable gas in the future) in a gas engine;
  - (B) exploiting the waste heat from the electricity generation process to supply thermal energy to Buildings via a thermal reticulation network for heat exchange within those Buildings for provision of hot water; and
  - (C) exploiting the waste heat from the electricity generation process to supply thermal energy to Buildings via a thermal reticulation network for heat exchange within those Buildings for heating and cooling for buildings, ;

**(Trigeneration System)**; and

- (ii) a non-potable recycled water network, comprising a water treatment plant and pipe network that connects to a non-potable recycled water reticulation system in the Buildings to supply the non-potable recycled water for certain uses including toilet flushing, car washing facilities, laundry (that satisfies the health regulations in respect of the cold water washing machine supply), air conditioning cooling towers and irrigation (Non-Potable Recycled Water Network), located within public land and parts of the Land.

**Green Infrastructure Services** means the services that are supplied to the Land by Green Infrastructure including, but not necessarily limited to, electricity, non-potable recycled water, waste collection and thermal energy.

**Gross Floor Area (GFA)** has the same meaning as in the *Standard Instrument (Local Environmental Plans) Order 2006*.

**GST** means any form of goods and services tax payable under the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Guarantee** means one or more unconditional bank guarantees issued by a bank licensed to carry on business in Australia that:

- (a) is in favour of the Council;
- (b) is for the Guarantee Amounts.

**Guarantee Amounts** means the amounts specified in **Item 6 of Schedule 1** of this Planning Agreement.

**Habitable Space** means any floor space that is approved under a Planning Approval issued in accordance with the Draft LEP which is completed to a standard where it can be used for:

- (a) residential purposes; and/or
- (b) commercial or retail purposes, where the commercial or retail floor space is at or above level 2 of the building,

(as the case may be), but not including floor space used for car parking, retail use that is below level 2 of the building, or commercial use that is below level 2 of the building. For the sake of clarity, "Habitable Space" does not include any floor space that is existing as at the date of this Planning Agreement, or which may be approved in the future before the Proposed Rezoning occurs, or under the "existing use" provisions of the Act, provided that such floor space does not form part of the Proposed Development.

**Index Number** means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics from time to time.

**Land** means the land described as Lot 2 in Deposited Plan 1015633 and known as 301-303 Botany Road, Waterloo, comprising the land the subject of this Planning Agreement.

**Land for Footpath Widening** means the land referred to in **Item 1(a)(ii) of Schedule 3**, and shown marked as Area B on the diagram in **Schedule 4**.

**Land Owner's First Notice** has the meaning given to that term in clause 9.2 .

**Land Owner's Second Notice** has the meaning given to that term in clause 9.4.

**Land Owner's Works** means the works to be undertaken by the Land Owner in **Items 1(b), 3 and 4 in Schedule 3**, as refined and developed in accordance with this Planning Agreement.

**Law** means:

- (a) the common law including principles of equity; and



- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

**Local Environmental Plan** has the same meaning as in the Act.

**Monetary Contribution** is the amount specified in **Item 2 of Schedule 3**.

**Nominated Green Infrastructure Services** means the any or all of the Green Infrastructure Services that Council nominates to provide in the Council Notice.

**Nominated Land Owner Works** means the Land Owner's Works that the Land Owner must undertake to ensure the Proposed Development is capable of utilising the Nominated Green Infrastructure Services.

**Non-potable Recycled Water Network** has the same meaning as in (2) in the definition of **Green Infrastructure**.

**Occupation Certificate** has the same meaning as in the Act.

**Party** means a party to this agreement, and includes their successors and assigns.

**Planning Approval** means a development consent as defined under section 4 of the Act in relation to the Proposed Development over all or part of the Land.

**Practical Completion** means in relation to each element of the Green Infrastructure, the point of time at which the relevant Certifier is satisfied, acting reasonably, that the whole of that element of the Green Infrastructure has been completed and installed in accordance with all relevant Approvals and this Planning Agreement (except for minor defects or omissions).

**Proposed Development** means the development of the Land in accordance with the Draft LEP, including but not limited to subdivision, high density residential housing, retail development and open space.

**Proposed Rezoning** means the rezoning of the Land as anticipated by the *Planning Proposal to Amend the South Sydney Local Environmental Plan 1998 – 301-303 Botany Street, Waterloo* for which there was a Gateway Determination issued by the delegate of the Minister for Planning on 20 October 2010.

**Public Benefits** means the Transfer Land, the Land Owner's Works, the Monetary Contribution, the Easements and the other works and things set out in **Schedule 3**.

**Real Property Act** means the *Real Property Act 1900* (NSW);

**Register** means the torrens title register maintained under the *Real Property Act*,

**Regulation** means the *Environmental Planning and Assessment Regulation 2000* (NSW);

**Remediation** has the same meaning as in *State Environmental Planning Policy No 55 – Remediation of Land*.

**Section 94 Contributions** are those contributions that may be imposed in any development consent by a consent authority pursuant to section 94 and section 94A of the Act.

**Site Auditor** has the same meaning as in *Contaminated Land Management Act 1997 No 140*.

**Site Audit Statement** has the same meaning as in *Contaminated Land Management Act 1997 No 140*.

**Specifications** means the indicative green infrastructure specification contained within Item 4 in Schedule 3 to this Planning Agreement.

**Subdivision Certificate** has the same meaning as in the Act.

**Transfer Land** means Area A and the Land for Footpath Widening.

## 1.2 Interpretation

In this Planning Agreement unless the context clearly indicates otherwise:

- (a) a reference to **this Planning Agreement** or another document means this Planning Agreement or that other document and any document which varies, supplements, replaces, assigns or novates this Planning Agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this Planning Agreement;
- (e) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this Planning Agreement;
- (f) **(the introduction, schedules (if any) and annexures (if any))** form part of this Planning Agreement;
- (g) **the introduction** accurately sets out the circumstances in which the parties have entered into this Planning Agreement;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;

- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) **related** or **subsidiary** in respect of a corporation has the same meaning given to that term in the Corporations Act;
- (l) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Planning Agreement;
- (m) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally; a reference to a **breach of warranty** includes that warranty not being complete, true or accurate;
- (n) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (o) **including** and **includes** are not words of limitation;
- (p) the words **at any time** mean at any time and from time to time;
- (q) a reference to a time is to that time in New South Wales;
- (r) a word that is derived from a defined word has a corresponding meaning;
- (s) **monetary amounts** are expressed in Australian dollars;
- (t) the singular includes the plural and vice-versa;
- (u) words importing one gender include all other genders;
- (v) a reference to a thing includes each part of that thing; and
- (w) neither this Planning Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

## **2. OPERATION AND APPLICATION OF THIS PLANNING AGREEMENT**

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### **2.1 Operation**

The parties agree that this Planning Agreement:

- (a) constitutes a planning agreement within the meaning of section 93F of the Act;
- (b) is effective and binding on the parties from the date that the Draft LEP commences in accordance with section 34 of the Act;
- (c) will remain in force and effect until the earlier of:
  - (i) satisfaction of all of the Public Benefits by the Land Owner; or

- (ii) termination pursuant to the terms hereof or by agreement.

## **2.2 Application of this Planning Agreement**

This Planning Agreement applies to the:

- (a) Land; and
- (b) the Proposed Rezoning.

## **3. REGISTRATION ON TITLE**

---

### **3.1 Land Ownership / Mortgagees Consent**

The Land Owner represents and warrants that:

- (a) it is the registered proprietor of the Land; and
- (b) it has obtained the consent of all persons that have an interest in the Land prior to executing this Planning Agreement.

### **3.2 Registration of Planning Agreement**

- (a) The Land Owner agrees it will procure the registration of this Planning Agreement under the Real Property Act 1900 (NSW) in the relevant folios of the register for the Land in accordance with Section 93H of the Act.
- (b) The Land Owner at its own expense will, prior to the execution of this Planning Agreement, take all practical steps, and otherwise do anything that Council reasonably requires, to procure:
  - (i) the consent of each person who:
    - (A) has an estate or interest in the Land registered under the Real Property Act 1900 (NSW); or
    - (B) is seized or possessed of an estate or interest in the Land; and
  - (ii) the execution of any documents; and
  - (iii) the production of the relevant duplicate certificates of title,  
to enable the registration of this Planning Agreement under the Real Property Act 1900 (NSW) in the relevant folios of the register for the Land in accordance with Section 93H of the Act; and
- (c) The Land Owner, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
  - (i) to procure the lodgement of this Planning Agreement with the Registrar-General as soon as reasonably practicable after the Planning Agreement is entered into by the Parties but in any event, no later than 20 Business Days after that date; and

- (ii) to procure the registration of this Planning Agreement by the Registrar-General either in relevant folios of the register for the Land; or in the General Register of Deeds if this Planning Agreement relates to land not under the Real Property Act 1900 (NSW) as soon as reasonably practicable after the Planning Agreement is lodged for registration but, in any event, no later than 20 Business Days after the date on which the Land Owner lodges this Planning Agreement with the Registrar-General.

### **3.3 Release and Discharge of Planning Agreement**

- (a) The Council agrees that contemporaneously with registration of this planning agreement it will release and discharge the planning agreement that is currently registered against the title to the Land. To this end, the Council will, simultaneously with execution of this Planning Agreement, execute a request form for lodgement and registration at Land and Property Information, NSW. The Council will return the request form to the Land Owner along with the executed copy of this Planning Agreement and the Land Owner must ensure that the Request and this Planning Agreement are registered as consecutive dealings at Land and Property Information, NSW.
- (b) The Council agrees to do all things reasonably required by the Land Owner to release and discharge this Planning Agreement with respect to any part of the Land upon the Land Owner satisfying all of the Public Benefits of this Planning Agreement in respect of that part of the Land.

### **3.4 Registration of Caveat by Council**

- (a) Until such time as registration of this Planning Agreement on the Certificates of Title to the Land, the Land Owner agrees that Council may lodge any caveat reasonably necessary to prevent any dealing with the Land or any part of it in a manner which is inconsistent with this Planning Agreement.
- (b) If Council lodges a caveat in accordance with this clause, then the Council will do all things reasonably required to ensure that the caveat does not prevent or delay either the registration of this Planning Agreement or any related Dealing with the Land. The Council will promptly, following registration of this Planning Agreement, do all things reasonably required to remove the caveat from the title to the Land.

### **3.5 Registration to Burden Common Property**

The Council agrees that on registration of a strata plan over the Land or any portion of the Land, the registration of this Planning Agreement will be registered against the common property title for the strata scheme and will not burden and be an encumbrance on the title of the strata lots in the strata scheme. If requested to do so, the Council will promptly provide a written statement to the Registrar-General, Land and Property Information, NSW to this effect.

#### **4. ASSIGNMENT AND DEALING WITH THE LAND**

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- (a) Subject to paragraph (b), the Land Owner must not transfer or assign the Land unless the proposed assignee, purchaser or other Party (the "**Incoming Party**") accepts such of the obligations of this Planning Agreement as may be reasonably required.
- (b) For the purpose of giving effect to paragraph (a) the Council, the Land Owner and the Incoming Party may agree to enter into a Novation Agreement whereby the incoming Party agrees to carry out the obligations of the Land Owner under the Agreement and the Land Owner is released, from the date of such Novation Agreement from the obligations contained in this Planning Agreement to the extent that they:
  - (i) are novated to the Incoming Party, and
  - (ii) remain to be performed.
- (c) If the Incoming Party is acquiring an interest in the Land as a purchaser of one or more lots in a strata scheme, (whether or not the plan has, at the date of exchange, been registered at Land and Property Information NSW), then the Land Owner may create that interest without requiring that party to enter into a Agreement with the Council and the interest so created will not be in breach of this Clause.

#### **5. WARRANTIES OF CAPACITY**

---

##### **5.1 General Warranties**

Each party warrants to each other party that:

- (a) this Planning Agreement creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Planning Agreement in the capacity of trustee of any trust.

##### **5.2 Execution of this Planning Agreement by Power of Attorney**

If an attorney executes this Planning Agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

#### **6. APPLICATION OF SECTION 94, SECTION 94A, SECTION 94F AND SECTION 94EF OF THE ACT**

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##### **6.1 Section 94, Section 94A and Section 94EF**

The application of sections 94, 94A and 94EF of the Act are not excluded to the extent stated in **Schedule 2** of this Planning Agreement.

## 6.2 Section 94F

The application of section s 94F of the Act is not excluded.

## 7. PROVISION OF GUARANTEE

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### 7.1 Guarantees for Guarantee Amounts

- (a) The Land Owner must provide a Guarantee to the Council for the Guarantee Amount.
- (b) The Guarantee must be provided to secure the Land Owner's Works prior to issue of a Construction Certificate for any work on the Land that is associated with any development application.

### 7.2 Reduction of the Guarantee for the Land Owner's Works

- (a) The Land Owner may by written notice to the Council, upon completion of any distinct portion of the Land Owner's Works, request a reduction of the Guarantee Amount for those works. The Council will act reasonably in the consideration of whether a partial release or exchange (as the case may be) leaves appropriate or adequate security.
- (b) If the Land Owner provides a Quantity Surveyor Assessment of the Land Owner's Works and the Construction Cost with its request under paragraph (a), and Council (acting reasonably) is satisfied that the relevant Land Owner's Works have achieved Completion, then the Council must release to the Land Owner a reasonable portion of the Guarantee having regard to the Construction cost of the relevant completed Land Owner's Works and the Attributed Value of those Land Owner's Works.

### 7.3 Adjustment of Guarantee Amount

- (a) On each anniversary of the date of this Planning Agreement (adjustment date) the Guarantee Amounts are to be adjusted to a revised amount derived by applying the following formula:

$$RGA = \frac{GA \times A}{B}$$

where:

**RGA** is the Revised Guarantee Amount applicable from the relevant adjustment date;

**GA** is the Guarantee Amount that is current on the relevant adjustment date;

**A** is the Index Number published immediately before the relevant adjustment date;

**B** is the Index Number published immediately before the date of this Planning Agreement and, in the case of subsequent adjustments, the immediately preceding adjustment date.

- (b) The Council must give the Land Owner written notice of the revised Guarantee Amounts to apply from the relevant adjustment date.
- (c) The Land Owner must give the Council replacement or further Guarantees so that the Council holds Guarantees for an amount equal to the revised guarantee amounts no later than 14 days after receipt of a notice given under paragraph (b).

#### **7.4 Release of Guarantee**

- (a) If, upon the expiration of the Defects Liability Period in respect of the Land Owner's Works, the Council, acting reasonably, is satisfied that all defects arising as a result of the performance of any Land Owner's Works have been appropriately rectified by the Land Owner, then the Council must promptly return the portion of the Guarantee retained by Council as security for the Defects Liability Period for that portion of the Land Owner's Works that have been rectified.

#### **7.5 Guarantee Amounts for Land Owner's Works**

The parties agree that the Guarantee amount for the Land Owner's Works is to be determined by a Quantity Surveyor at the cost of the Land Owner at the time of the submission of any development application.

### **8. REQUIREMENT TO PROVIDE PUBLIC BENEFITS**

---

#### **8.1 Land Owner Must Provide Public Benefits at its Own Cost and Risk**

- (a) The Land Owner must provide, or procure the provision of, the Public Benefits in the manner and at the times set out in **Schedule 3** of this Planning Agreement.
- (b) All of the obligations of the Land Owner under this Planning Agreement must be undertaken at its own cost and risk and nothing in this Planning Agreement shall be construed as imposing any obligation on the Council to expend any of its own funds, or to incur any cost.
- (c) Further to paragraph (b) the Land Owner must reimburse the Council on demand any reasonable cost it incurs in the administration of this Planning Agreement.
- (d) The Council acknowledges the costs and space impacts to the Land Owner in providing the Land Owner's Works on the Land to support Green Infrastructure identified in **Item 4** of **Schedule 3** of this Planning Agreement.

#### **8.2 Land Owner's Works to have been Completed on Land for Footpath Widening**

Prior to transferring any part of the Land for Footpath Widening, the Land Owner must have completed the Land Owner's Works on the Land for Footpath Widening identified in **Item 1(b)** of **Schedule 3** in accordance with clauses 9 and 10 and otherwise in accordance with this Planning Agreement.



### 8.3 Transfer Land

- (a) The Land Owner and the Council expressly acknowledge and agree that the Transfer Land for is to be transferred to Council for no consideration.
- (b) Without limiting paragraph (a) the Land Owner will not bring to or make against Council any additional claim, offset or credit for the value of the Transfer Land.
- (c) The Land Owner must act promptly and do all things necessary to transfer Area A to Council by the date specified in Item 1 of Schedule 3, including preparing and registering a plan of subdivision creating Area A as a separate parcel of land.

### 8.4 Directions by the Council

The Land Owner must comply with any reasonable directions by the Council in respect of the transfer of the Transfer Land to the Council.

## 9. GREEN INFRASTRUCTURE NOTICE PROVISIONS

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### 9.1 Council's Green Infrastructure Notice

- (a) As soon as reasonably practicable after Council determines that the Green Infrastructure will never be Delivered to a Proposed Development (**Determination**), Council must give a notice to the Land Owner advising that it does not intend to ever Deliver and Connect the Green Infrastructure (or part thereof) to the Proposed Development (**Green Infrastructure Notice**).
- (b) If Council gives a Green Infrastructure Notice to the Land Owner, the Land Owner will be relieved of its obligations under this Planning Agreement to provide that part of the Green Infrastructure specified in the Green Infrastructure Notice.
- (c) Council may give a Green Infrastructure Notice at any time, but in any event, as soon as reasonably practicable after it has made a Determination. However, if the Land Owner has given to Council the Land Owner's First Notice, Council must give any Green Infrastructure Notice to the Land Owner at the same time Council was required to give to the Land Owner the Council's First Notice under clause 9.3.
- (d) If:
  - (i) the Council issues a Green Infrastructure Notice after the Land Owner has given to Council the Land Owner's First Notice; and
  - (ii) the development application for the Land specified in the Land Owner's First Notice has not been lodged more than 12 months after the expected lodgement date specified in the Land Owner's First Notice,

then Council may (in its absolute discretion) withdraw that Green Infrastructure Notice at any time up to the actual date of lodgement of the development application in which case:

- (iii) the withdrawn Green Infrastructure Notice will cease to have any effect; and
  - (iv) the Land Owner will not be relieved of its obligations under this Planning Agreement to provide that part of the Green Infrastructure.
- (e) The Land Owner acknowledges and agrees that:
- (i) the Council will rely on the indicative timing set out in the Land Owner's First Notice in issuing any Green Infrastructure Notice after the Land Owner has given to Council the Land Owner's First Notice and that if this indicative timing is not met, then Council may be in a position to Deliver and Connect that part of the Green Infrastructure specified in the Council's Green Infrastructure Notice at a later date and may (in its absolute discretion) elect to withdraw the Green Infrastructure Notice in accordance with clause 9.1(d); and
  - (ii) Council will not be liable to the Land Owner for any loss or damage suffered by the Land Owner as a result of the Council withdrawing the Green Infrastructure Notice in accordance with clause 9.1(d).

## 9.2 Land Owner's First Notice

- (a) The Land Owner must, upon commencing the design of the Proposed Development, provide a written notice to Council (**Land Owner's First Notice**) which confirms:
- (i) the conceptual design of works to be installed at the Proposed Development, including (but not limited to) electrical and mechanical services, water reticulation, domestic waste systems, domestic hot water, space heating and air conditioning systems;
  - (ii) estimated electrical and thermal load profiles for the Proposed Development;
  - (iii) the proposed location within the Proposed Development of any areas that are specified in this Planning Agreement as necessary for the provision of the Green Infrastructure;
  - (iv) the Land Owner's indicative construction program for the Proposed Development;
  - (v) the proposed number of dwellings in the Proposed Development;
  - (vi) the proposed height of the Proposed Development;
  - (vii) the domestic waste system, non-potable water supply, domestic hot water, space heating and air conditioning systems product descriptions, performance, capacity and connection points to be provided by Council to the Proposed Development;
  - (viii) the expected lodgement date of the application for development consent for the Proposed Development; and

- (ix) the date on which the Land Owner reasonably believes the first Occupation Certificate will issue in respect of any building constructed on the Land as part of the Proposed Development.

### 9.3 Council's First Notice

- (a) No later than 30 days after the date on which Council receives the Land Owner's First Notice, Council must provide written notice (**Council's First Notice**) to the Land Owner which:
  - (i) confirms:
    - (A) Council's agreement that it intends to use reasonable endeavours to Deliver and Connect the Green Infrastructure;
    - (B) whether or not the proposed design information specified in the Land Owner's First Notice is generally suitable for connection to the Green Infrastructure; and
    - (C) the expected date of commissioning of the Green Infrastructure; and
  - (ii) includes the GI Connections Specifications for connection to the Green Infrastructure.
- (b) If Council advises the Land Owner that the proposed design information is not suitable for connection to the Green Infrastructure under clause 9.3(a)(i)(B):
  - (i) Council must explain why the design information is not suitable for connection to the Green Infrastructure; and
  - (ii) the Land Owner must, as soon as reasonably practicable, submit the amended design information to Council whereupon clause 9.3(a) will reapply.

### 9.4 Land Owner's Second Notice

Following the completion of the approval process for the Proposed Development, but prior to a Construction Certificate being issued, the Land Owner must provide a written notice (**Land Owner's Second Notice**) to Council which:

- (a) confirms whether or not the Proposed Development is proceeding to construction;  
  
and, if the Proposed Development is proceeding to construction:
  - (b) specifies any amendments or updates to the information provided in the Land Owner's First Notice;
  - (c) confirms the Expected Completion Date; and
  - (d) confirms the program of construction, including the dates for the installation and connection of the Green Infrastructure.

## 9.5 Council's Second Notice

- (a) No later than 30 days after the date on which Council receives the Land Owner's Second Notice, Council must provide written notice (**Council's Second Notice**) to the Land Owner which confirms:
  - (i) that the design information specified in the Land Owner's Second Notice continues to be generally suitable for connection to the Green Infrastructure; and
  - (ii) the date it intends to Deliver and Connect the Nominated Green Infrastructure Services.
- (b) If Council advises the Land Owner that the proposed design information is not suitable for connection to the Green Infrastructure under clause 9.5(a)(i):
  - (i) Council must explain why the design information is not suitable for connection to the Green Infrastructure; and
  - (ii) the Land Owner must, as soon as reasonably practicable, submit the amended design information to Council whereupon clause 9.5(a)(i) will reapply.

## 10. PROVISION OF GREEN INFRASTRUCTURE

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- (a) Subject to clause 10(c) and provided the Council has entered into an arrangement with a service provider for the construction of Green Infrastructure, Council is to (at its cost) use its reasonable endeavours to Deliver and Connect the Green Infrastructure by the later of:
  - (i) the Expected Completion Date; and
  - (ii) the date that the first Occupation Certificate is received.
- (b) The parties each agree to:
  - (i) use all reasonable endeavours to cause minimal disturbance and disruption to the Delivery and Connection by Council of the Green Infrastructure and the carrying out by the Land Owner of the works set out in Item 4 of Schedule 3; and
  - (ii) if:
    - (A) Council accesses the Land for the purpose of Delivering and Connecting the Green Infrastructure; or
    - (B) the Land Owner access any part of land owned by Council for the purpose of carrying out the works set out in Item 4 of Schedule 3,to:

- (C) use all reasonable endeavours to cause minimal disturbance and disruption to the Land Owner's use of the Land or Council's use of Green Square (other than the Land); and
  - (D) comply with the Land Owner's or Council's reasonable site specific and work, health and safety protocols.
- (c) In Delivering and Connecting the Green Infrastructure, Council must do so:
  - (i) in a proper and workmanlike manner;
  - (ii) using good quality materials, which must be suitable for the purpose for which they are required under this Planning Agreement;
  - (iii) so that it is consistent with the works set out in Item 4 of Schedule 3 that are to be provided by the Land Owner; and
  - (iv) in accordance with:
    - (A) all Laws and any Approvals;
    - (B) the GI Connections Specifications;
    - (C) the Land Owner's design for the Proposed Development and the works set out in Item 4 of Schedule 3;
    - (D) without the use of asbestos;
    - (E) Best Industry Practice;
    - (F) relevant standards determined by Australian Standards Limited, the Building Code of Australia and any relevant manufacturers' standards; and
    - (G) any other requirements of this Planning Agreement.
- (d) Nothing in this clause 10 authorises the Council to have access to the Land or the Land Owner to access any Council owned land without the prior written consent of the respective party that owns the land to be accessed, which consent may be withheld or given on such terms and conditions as the party that owns that land in its own absolute discretion determines.

## **11. LAND OWNER'S OBLIGATIONS**

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The Land Owner must keep Council reasonably informed of the progress of the works set out in Item 4 of Schedule 3 and the anticipated date of Practical Completion of the works set out in Item 4 of Schedule 3.

## **12. INTERIM ARRANGEMENTS**

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### **12.1 Acknowledgement**

The Land Owner acknowledges and agrees that pursuant to this Planning Agreement, the Land Owner is required to connect the Land into the Sydney Water water system within the public road reserve.

### **12.2 Interim Arrangements for Green Infrastructure**

If an Occupation Certificate is issued for the Proposed Development prior to the date on which the Green Infrastructure is Delivered and Connected to the Land then:

- (a) **(Non-Potable Recycled Water Network)** in relation to the Non-Potable Recycled Water Network, the Land Owner will utilise the town water (potable) supply until the date on which the Non-Potable Recycled Water Network is Delivered and Connected to the Land; and
- (b) **(Trigeneration System)** in relation to the Trigeneration System, the Land Owner will utilise a back-up domestic hot water boiler system and back-up heater for any space heating systems provided by the Land Owner within the Building up until the date on which the Trigeneration System is Delivered and Connected to the Land.

### **12.3 No Warranty or Liability**

For the avoidance of doubt, the parties agree and acknowledge that:

- (a) Council may never:
  - (i) enter into an arrangement with a service provider for the construction of the Green Infrastructure; or
  - (ii) Deliver and Connect the Green Infrastructure;
- (b) if Council does not provide the Green Infrastructure, the interim arrangements specified in clause 12 or some other appropriate arrangement implemented by the Land Owner will continue;
- (c) Council will not be liable to the Land Owner for any loss or damage suffered by the Land Owner arising under or in connection with this Planning Agreement including, but not limited to, loss or damage suffered as a result of Council failing to Deliver and Connect the Green Infrastructure; and
- (d) Council does not make any representations or warranties regarding the provision of electricity to the Land.

### **13. LAND OWNER'S WORKS**

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#### **13.1 Scope and Timing of Land Owner's Works**

The Land Owner is to undertake the Land Owner's Works in the scope and time frames identified within **Schedule 3** of this Planning Agreement and in consultation with the Council.

### **14. CONSTRUCTION OF THE LAND OWNER'S WORKS**

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#### **14.1 Insurance**

The Land Owner must:

- (a) maintain public liability insurance, with an insurer approved by the Council, with the Council nominated as an interested party, for an amount not less than the amount stated in **Item 7 of Schedule 1** covering all aspects and staging of the Land Owner Works and submit a copy of the certificate of insurance to the Council prior to the commencement of the construction of the Land Owner's Works and when otherwise required by the Council;
- (b) maintain all other necessary insurance policies in respect of the Land Owner's Works including, but not limited to:
  - (i) insurance of the Land Owner's Works, including any materials, machinery, or other components which are reasonably necessary for the Construction of the Land Owner's Works
  - (ii) insurance against death or injury to persons employed in relation to the undertaking of the Land Owner's Works, and
  - (iii) any other insurances required at law; and
- (c) maintain the insurances in paragraphs (a) and (b) until the expiration of the Defects Liability Period for the Land Owner's Works delivered in the final stage of the development.

#### **14.2 Approvals and Consents**

- (a) The Land Owner must (at its sole cost) obtain all relevant approvals and consents for the Land Owner's Works whether from the Council or any other relevant government agency, including but not limited to any necessary road opening permit or road occupancy certificate from the Roads and Traffic Authority; and
- (b) Before commencing the Land Owner's Works, the Land Owner must give to the Council copies of all approvals and consents relating to the Land Owner's Works.

### **14.3 Construction Work**

- (a) The Land Owner must (at its sole cost):
- (i) carry out and complete the Land Owner's Works in accordance with the relevant Planning Approvals and any approval by Council of plans and any other information submitted under this Planning Agreement; and
  - (ii) ensure that all Land Owner's Works are constructed, finished, and delivered in a good and workmanlike manner in accordance with the plans required and approved under this Planning Agreement so that they are structurally sound, fit for purpose, and suitable for their intended use; and
  - (iii) promptly advise the Council in writing of any significant delays which it experiences in completing the Land Owner's Works; and
  - (iv) comply with any reasonable directions from the Council in respect of the construction of the Land Owner's Works.

### **14.4 Inspection of Works**

The Council, as a party to this Planning Agreement and not as an authority, may (but is not obliged) at reasonable times and on reasonable notice inspect the Land Owner's Works during the course of construction. The Council will promptly in good faith inform the Land Owner, in writing, of any material or significant defect, error or omission relating to the construction or installation of the Land Owner's Works identified during or as the result of such inspection. The parties expressly agree that any failure to identify a defect, error and omission, will not be construed as amounting to an acceptance by the Council of that defect, error or omission.

### **14.5 Works Completion**

When, in the opinion of the Land Owner, the Land Owner's Works have reached Completion, then the Land Owner must notify the Council in writing, and must include in that notice:

- (a) a statement from the person with direct responsibility, carriage and supervision of that work that in their opinion the Land Owner's Works have reached Completion, and are capable of immediate and safe use by the public; and
- (b) copies of all certifications, warranties, guarantees, maintenance information or other material reasonably required for the ongoing nature of the work; and
- (c) without limiting (b), copies of:
  - (i) if required, remediation action plan prepared in relation to the Land and approved by Council and the relevant stage of the Land Owner's Works;
  - (ii) if a remediation action plan is required, a certification by a duly accredited site auditor that the remediation has been completed in accordance with the approved Remediation Action Plan;



- (iii) certification relating to the soil compaction levels and sub- base of any road or traffic bearing surface;
- (iv) to the extent that storm water works (whether relating to overland or piped flow; or any form of detention) are staged or otherwise incomplete then certification as to:
  - (A) the satisfactory performance of the system;
  - (B) that the surrounding built form is reasonably capable of performing as designed;
  - (C) that the integrity of the system and the capacity to complete will not be adversely impacted by the incomplete nature of the work; and
- (d) At least three (3) sets of the "as built" drawings of the Land Owner's Work, including one set in electronic format; and
- (e) a list or other record relating to the defects, errors or omissions of the Land Owner's Works; and
- (f) a statement signed by the Land Owner identifying the time and manner in which the Land Owner intends to rectify the defects, errors and omissions referred to in paragraph (e).

#### **14.6 Final Inspection by Council**

The Council must inspect the Land Owner's Works within 14 days of Completion of the Land Owner's Works, and within a reasonable time after that inspection, must by written notice to the Land Owner:

- (a) concur that Completion has been achieved; or
- (b) disagree that Completion has been achieved and (if so) identify the errors, defects or omissions which in the opinion of the Council prevent Completion; or
- (c) issue a notice of the nature identified in clause 14.8.

Nothing in this clause (clause 14.6), or in any notice issued under this clause (clause 14.6), will be construed to reduce or waive in any manner the Land Owner's responsibility to correct minor defects or minor omissions, whether or not these are identified by Council.

#### **14.7 Date of Completion of Land Owner's Works**

Subject to clause 14.8, the Land Owner must ensure that the Land Owner's Works reach Completion on or before the date on which the Land for Footpath Widening is to be transferred to Council.

#### **14.8 Land Owner's Works Not Completed**

- (a) By notice in writing to the Land Owner, the Council may agree in writing to defer the completion of a component of the Land Owner's Works until a later date.
- (b) The Council may permit the Land Owner not to complete the Land Owner's Works (or part of them) by issuing a notice in writing to the Land Owner, expressly stating that completion of the items identified in that notice is not required in fulfilment of this Planning Agreement.
- (c) If the Council permits the Land Owner not to complete the Land Owner's Works (or any part of them) under sub clause (b), the Council may after giving the Land Owner not less than 14 days notice in writing of the Council's intention to do so, make an appropriation from the Guarantee in such amount as the Council considers to be reasonably necessary to complete the Land Owner's Works. The Land Owner will make no objection to any such appropriation by the Council.
- (d) If the Land Owner fails to complete the whole of the Land Owner's Works in the form and to the standards required under the relevant Planning Approval or this Planning Agreement, then Council in its discretion may either:
  - (i) complete such of the Land Owner's Works as remain outstanding; or
  - (ii) modify the Public Benefits to reasonably achieve the objectives identified in this Planning Agreement or any relevant Planning Approval;

and may recover all costs of and reasonably incidental to that work from the Land Owner. The Council may after giving the Land Owner not less than 14 days notice in writing of Council's intention to do so apply the monies secured from the Bank Guarantee and (to the extent that expenditure exceeds the amount secured) recover any shortfall from the Land Owner as a debt due and owing.

#### **14.9 Indemnity by the Land Owner**

The Land Owner indemnifies the Council from, and releases the Council against, all damage, expense, loss or liability of any nature whatsoever suffered or incurred by the Council arising from any act or omission by the Land Owner (or any person engaged by it, including the Contractor) in connection with the performance of the Land Owner's Works, except to the extent the damage, expense, loss or liability was caused or contributed to by an act or omission of the Council or its employees, agents or contractors

### **15. DEFECTS LIABILITY PERIOD**

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#### **15.1 Defects in the Land Owner's Works**

If the Council notifies the Land Owner of a defect in the Land Owner's Works within the Defects Liability Period, the Land Owner must remedy that defect to the satisfaction of the Council, within a reasonable period (having regard to the nature of the defect).

#### **15.2 Security for Defects Liability Period**

Until the expiration of the Defects Liability Period, the Land Owner must provide to Council an amount equal to 10% of the Construction Costs in respect of the Land Owner's Works as security for the performance by the Land Owner of its obligations under this clause (clause 15).

#### **15.3 Application of Security**

If the Land Owner does not rectify any defect in the Land Owner's Works duly notified under clause 15.1, then the Council may after giving the Land Owner not less than 14 days notice in writing of the intent to do so:

- (a) rectify the defect in the Land Owner's Works, including any omission;
- (b) after first giving the Land Owner not less than 14 days' notice in writing of the Council's intention to do so, make an appropriation from the defects liability Guarantee provided under clause 15.2 from the costs of and arising from the rectification; and
- (c) to the extent the costs exceed the Guarantee provided under clause 15.1 may recover the costs from the Land Owner as a debt due and owing.

### **16. NOTICE OF BREACH**

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#### **16.1 Notice of Breach by the Council**

If the Council consider that the Land Owner has defaulted on the performance of any obligation under this Planning Agreement, then the Council may give notice to the Land Owner which:

- (a) identifies the nature of the breach; and
- (b) provides a reasonable time within which the Land Owner must rectify that breach.

The parties expressly acknowledge that (in the event of any failure to pay monies, or to provide the Guarantees, in accordance with this Planning Agreement) a period of not less than 28 days is considered reasonable.

#### **16.2 Land Owner's Response to Notice**

Upon receipt of a notice under clause 16.1 the Land Owner must elect one of the following two options, namely:

- (a) rectify the breach identified in the relevant notice within the period specified; or

- (b) notify the Council in writing that it does not agree that the breach identified in the notice and refer the matter for dispute resolution in accordance with clause 21 of this Planning Agreement.

In the absence of a manifest error on the face of the notice, nothing in paragraph (b) will constrain or limit the Council's rights of recourse under this Planning Agreement.

### 16.3 Rights of Council after Giving Notice

- (a) If the Land Owner does not take either of the actions outlined in paragraphs (a) or (b) of clause 16.2 or if any dispute notified by the Land Owner is resolved in favour of the Council then it may take any or all of the actions available to it under this Planning Agreement including:
  - (i) Exercise the power of attorney granted under clause 17;
  - (ii) Take any action under clause 18.1;
  - (iii) Claim on the Guarantee under clause 19.
- (b) the rights of the Council under this Planning Agreement, and any action taken by it as referred to in paragraph (a) or otherwise, are without derogation from the other rights and remedies available to the Council under this Planning Agreement, at law and in equity in relation to any default of the Land Owner.

## 17. POWER OF ATTORNEY

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### 17.1 Scope of Appointment of Attorney

The Land Owner irrevocably appoints the Council as its attorney to do anything that the Land Owner is required to do under this Planning Agreement and in breach of its obligations has failed to do including:

- (a) making any application for an Approval;
- (b) seeking to achieve Registration of this Planning Agreement;
- (c) transferring the Land, or any part of the Land;
- (d) executing and if appropriate delivering (conditionally or unconditionally), or to enter into by any other means:
  - (i) any document or agreement in the form, and with the parties, that the Council decides; and
  - (ii) any document or agreement that amends, supplements, replaces or novates any of those documents or agreements,(each a Document); and
- (e) doing anything which, in the Council's opinion, is contemplated by, incidental to or otherwise necessary or desirable in relation to any matter referred to in paragraphs (a), (b) and (c) and in connection with any Document or any

transaction contemplated by a Document including completing any blanks in a Document or signing any document dealing with an estate or interest in the Site

**17.2 General**

- (a) The Council may do anything contemplated by this clause even if the Council is affected by an actual or potential conflict of interest or duty, or might benefit from doing it.
- (b) The Council may do anything contemplated by this clause in its name, in the name of the Land Owner or in the name of both of them.
- (c) The Land Owner must (if required) ratify anything done by the Council under this clause.
- (d) The Land Owner gives the power of attorney in this clause:
  - (i) to secure performance by the Land Owner of its obligations to the Council under this Planning Agreement and the interest of the Council under this Planning Agreement; and
  - (ii) for valuable consideration, receipt of which is acknowledged by the Land Owner.

**18. COUNCIL MAY RECTIFY BREACH**

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**18.1 Council May Perform Land Owner's Obligations**

- (a) The Council may
  - (i) perform the Land Owner's obligations relating to the performance of the Land Owner's Works,
  - (ii) rectify any breach of this Planning Agreement
  - (iii) carry out other works that are necessary or convenient to be carried out, and
  - (iv) may otherwise do anything which the Land Owner should or could have done under this Planning Agreement but has failed to do in breach to its obligations under this Planning Agreement.
- (b) Without limiting paragraph (a) the Council may enter onto the Land and do whatever is necessary or convenient, in the absolute discretion of the Council.
- (c) The Land Owner must reimburse the Council on demand for any costs and expenses reasonably incurred by the Council under paragraph (a).

**18.2 Expenditure by the Council Not Limited by Guarantee**

If the Council takes any action under clause 18.1, then the Council:

- (a) may but is not required to expend more money than is secured by the Guarantee. The Council may in its discretion elect not to carry out items of Land Owner's Works to ensure that the Land Owner's Works can be achieved for an amount equal to, or less than, the amount secured by the Guarantee at that time; or
- (b) may expend more money than is secured by the Guarantee.

### **18.3 Debt Due and Owing to the Council**

If the Council expends more money than is secured by the Guarantee in acting under clause 18.1 or under any other provision of this Planning Agreement, then the amount in excess of the Guarantee and duly evidenced by the Council will be deemed to be a debt immediately due and owing to the Council by the Land Owner.

## **19. CLAIM ON GUARANTEE**

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### **19.1 Rights and Remedies of the Council**

- (a) The Land Owner expressly acknowledges and agrees that the Council call on any Guarantee held at the relevant time in such amount as the Council thinks fit if it considers it convenient or appropriate for the exercise of any of its rights under this Planning Agreement.
- (b) Without limiting paragraph (a) it may do so if:
  - (i) (without limiting clause 14.7) the design drawings for the Land Owner's Works are not completed and endorsed within 12 months of the date of issue of the Construction Certificate in respect of the development authorised by a consent;
  - (ii) the Land Owner does not submit the certificate of insurance for the Land Owner's Works to Council in accordance with clause 14.1;
  - (iii) subject to clause 14.8(a), the Land Owner's Works do not reach Completion (other than in respect of any part of the Land Owner's Works relating to a road reserve) in accordance with the requirements of this Planning Agreement within 36 months of the date of issue of the first Construction Certificate for any works on the Land;
  - (iv) the Council in exercising its powers to rectify any breach of this Planning Agreement by the Land Owner incurs an expense or liability; or
  - (v) In the case of the Monetary Contribution, the Monetary Contribution is not paid to Council in accordance with this Planning Agreement

### **19.2 Application of Guarantee Amounts for Land Owner's Works**

The Guarantee by the Council under this clause for the Land Owner's Works must be applied towards:

- (a) firstly, the costs and expenses incurred by the Council rectifying any breach by the Land Owner of this Planning Agreement;
- (b) secondly, in carrying out the Land Owner's Works (if Council, acting reasonably, considers this appropriate) and/or
- (c) thereafter, in carrying out any other works to achieve the Public Benefits as the Council (acting reasonably) considers appropriate.

### 19.3 Right to Claim Not Affected

Subject to this Planning Agreement, the Land Owner acknowledges and agrees that:

- (a) the Council may claim, and the bank will be entitled, to make payment under the Guarantees without reference to the Land Owner and notwithstanding any objection, claim or direction by the Land Owner to the contrary; and

### 19.4 Appropriation of Guarantee

If the Council gives the Land Owner a notice under clause 19.3(or pursuant to any other clause of this Planning Agreement), that the Council intends to make an appropriation from the Guarantee, then the Council must (and before the expiry of the time frame specified in the notice) provide the Land Owner with an opportunity to meet in good faith in order to resolve the matters that caused the Council to issue the notice.

## 20. INDEXATION

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- (a) Any Monetary Contribution required to be provided under this Planning Agreement is to be indexed as follows:

Contribution (to be provided) = Contribution (as stated in this Planning Agreement) x CPI 2/96.7

where:

96.7 is the Consumer Price Index: All Groups Index for Sydney available from the Australian Bureau of Statistics at the December 2010 quarter; and

CPI 2 is the Consumer Price Index: All Groups Index for Sydney available from the Australian Bureau of Statistics and applicable for the quarter at the date of provision of the Contribution.

Note: For the purposes of determining adjustment of contributions under the Green Square Town Centre Infrastructure Strategy, the Consumer Price Index (All Groups Sydney) has been adopted to take into account inflation. As the cost of the infrastructure was valued in 2010 dollars, the Consumer Price Index (All Groups Sydney) for the December 2010 quarter has been adopted as the base point for calculating inflation.

## **21. DISPUTE RESOLUTION**

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### **21.1 Not Commence**

A party must not commence any court proceedings relating to a dispute unless it complies with this clause.

### **21.2 Written Notice of Dispute**

A party claiming that a dispute has arisen under or in relation to this Planning Agreement must give written notice to the other party specifying the nature of the dispute.

### **21.3 Attempt to Resolve**

On receipt of notice under clause 21.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

### **21.4 Mediation**

If the parties do not agree within 7 days of receipt of notice under clause 21.2(or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

### **21.5 Court Proceedings**

If the dispute is not resolved within 42 days after notice is given under clause 21.2 then any party which has complied with the provisions of this clause may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

### **21.6 Not Use Information**

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause for any purpose other than in an attempt to settle the dispute.



## 21.7 No Prejudice

This clause does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Planning Agreement.

## 22. GST

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### 22.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

### 22.2 Intention of the Parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this Planning Agreement; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

### 22.3 Reimbursement

Any payment or reimbursement required to be made under this Planning Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

### 22.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Planning Agreement are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 22.

### 22.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this Planning Agreement (the GST Amount), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Council as Recipient of the supply, the Land Owner will ensure that:

- (a) the Land Owner makes payment of the GST Amount on behalf of the Council, including any gross up that may be required; and
- (b) the Land Owner provides a Tax Invoice to the Council.

**22.6 Non Monetary Consideration**

Clause 22.6 applies to non-monetary consideration.

**22.7 Assumptions**

The Land Owner acknowledges and agrees that in calculating any amounts payable under clause 22.5 the Land Owner will assume the Council is not entitled to any input tax credit.

**22.8 No Merger**

This clause will not merge on completion or termination of this Planning Agreement.

**23. GENERAL PROVISIONS**

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**23.1 Entire Planning Agreement**

This Planning Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

**23.2 Variation**

This Planning Agreement must not be varied except by a later written document executed by all parties.

**23.3 Waiver**

A right created by this Planning Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

**23.4 Further Assurances**

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this Planning Agreement.

Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this Planning Agreement,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

#### **23.5 Governing Law and Jurisdiction**

- (a) The laws applicable in New South Wales govern this Planning Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

#### **23.6 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Planning Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

#### **23.7 Preservation of Existing Rights**

The expiration or termination of this Planning Agreement does not affect any right that has accrued to a party before the expiration or termination date.

#### **23.8 No Merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Planning Agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

#### **23.9 Counterparts**

This Planning Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

#### **23.10 Relationship of Parties**

Unless otherwise stated:

- (a) nothing in this Planning Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

#### **23.11 Good Faith**

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this Planning Agreement.

### **23.12 No Fetter**

Nothing in this Planning Agreement shall be construed as requiring the Council to do anything that would cause it to be a breach of any of its obligations at law and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

### **23.13 Explanatory Note**

The Explanatory Note must not be used to assist in construing this Planning Agreement.

### **23.14 Expenses and Stamp Duty**

- (a) The Land Owner must pay all reasonable legal and administrative costs and expenses in relation to:
- (i) the negotiation, preparation and execution of this Planning Agreement;
  - (ii) the giving effect to this Planning Agreement;
  - (iii) any enforcement of the rights under this Planning Agreement; and
  - (iv) the costs of any expert determination carried out under this Planning Agreement,

and the Council may claim monies in payment of the legal and administrative costs from the monies secured under the Guarantee.

- (b) The Land Owner is liable for and must pay all stamp duty (including any fine or penalty except where it arises from default by any other Party), if any is required to be paid, on or relating to this Planning Agreement, any document executed under it or any dutiable transaction evidenced or effected by it subject to (c).
- (c) The Land Owner is liable and must pay all stamp duty (including any fine or penalty except where it arises from default by any other Party) on or relating to, any dutiable transaction evidenced or effected by this Planning Agreement, subject to Council not being granted an exemption in the first instance from the payment of stamp duty for that dutiable transaction.

### **23.15 Notices**

Any notice, demand, consent, approval, request or other communication (notice) to be given under this Planning Agreement must be in writing and must be given to the recipient at its Address for Service by being:

- (a) hand delivered;
- (b) sent by facsimile transmission;
- (c) mail sent by prepaid ordinary mail within Australia; or

- (d) sent by prepaid Express Post International airmail to the Address for Service of the recipient party, if the Address for Service of the sender and the recipient are in different countries.

A notice is given if:

- (a) hand delivered, on the date of delivery;
- (b) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted;
- (c) mail sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
- (d) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

## SCHEDULE 1

Item	Name	Description
1	<b>Land Owner's Name</b>	<b>Crown Green Square Pty Limited</b>
	<b>Land Owner's ACN</b>	161 698 148
	<b>Land Owner's Address</b>	Level 29, 1 Market Street Sydney NSW 2000
2	<b>Council</b>	<b>Council of the Council of Sydney</b>
	<b>Council's ABN</b>	22 636 550 790
	<b>Council's Address</b>	456 Kent Street, Sydney, NSW 2000
3	<b>Land</b>	Land comprising Lot 2 in Deposited Plan 1015633 also known as 301-303 Botany Road, Waterloo.
4	<b>Monetary Contribution</b>	As per <b>Item 2</b> in <b>Schedule 3</b>
5	<b>Encumbered Land</b>  (areas approximate only)	N/A
6	<b>Guarantee Amounts</b>	Amounts to be determined by a Quantity Surveyor as per clause 7.5 for the Land Owner's Works
7	<b>Public Liability Insurance</b>	\$20 million dollars
8	<b>Notices</b>	
	<b>Council Attention Address</b>	Chief Executive Officer Council of the Council of Sydney 456 Kent Street, Sydney, NSW 2000
	<b>Fax Number</b>	(02) 9265 9222
	<b>Land Owner Attention Address</b>	Pierre Abrahamse Crown Green Square Pty Limited Level 29, 1 Market Street, Sydney NSW 2000
	<b>Fax Number</b>	(02) 9925 0598

## SCHEDULE 2

### Requirements under Section 93F of the Act (Clause 1.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Planning Agreement complying with the Act.

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<p><b>Planning instrument and/or development application – (section 93F(1))</b></p> <p>The Land Owner has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a development or project application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) Yes</p> <p>(b) Yes</p> <p>(c) No</p>
<p><b>Description of land to which this Planning Agreement applies – (section 93F(3)(a))</b></p>	<p>See clause 1.1 for the definition of the Land.</p>
<p><b>Description of change to the environmental planning instrument to which this Planning Agreement applies – (section 93F(3)(b))</b></p>	<p>As provided in the Draft LEP - see clause 1.1 for the definition of Draft LEP.</p>
<p><b>The scope, timing and manner of delivery of contribution required by this Planning Agreement– (section 93F(3)(c))</b></p>	<p>See Schedule 3</p>
<p><b>Applicability of section 94 of the Act – (section 93F(3)(d))</b></p>	<p>Not excluded</p>
<p><b>Applicability of section 94A of the Act – (section 93F(3)(d))</b></p>	<p>Not excluded</p>
<p><b>Applicability of section 94EF of the Act</b></p>	

- (section 93F(3)(d))	Not excluded
<b>Consideration of benefits under this Planning Agreement if section 94 applies – (section 93F(3)(e))</b>	The public benefits under this Planning Agreement are not to be taken into consideration in determining a development contribution under section 94 of the Act.
<b>Mechanism for Dispute Resolution - (section 93F(3)(f) of the Act)</b>	<b>See clause 21</b>
<b>Enforcement of this Planning Agreement – (section 93F(3)(g) of the Act)</b>	<b>See clauses 7 and 19.</b>
<b>No obligation to grant consent or exercise functions – (section 93F(9) of the Act)</b>	<b>See clause 23.12</b>



## SCHEDULE 3

### Provision of Material Public Benefit by the Land Owner

Item	Transfer Land	Timing
1	<p><b>a. Dedication of Transfer Land</b></p> <p>The transfer in fee simple of part of the Land, being land marked as:</p> <ul style="list-style-type: none"> <li>i. Area A (231 square metres); and</li> <li>ii. Area B (347.5 square metres),</li> </ul> <p>on the diagram in <b>Schedule 4</b>, to the Council (“the Land for Footpath Widening”). Area B is a consistent, 3 metre setback from the property boundary to be dedicated to Council for footpath widening.</p> <p><b>b. Land Owner’s Works</b></p> <p>The Land Owner must ensure that prior to the Land for Footpath Widening being transferred to the Council:</p> <ul style="list-style-type: none"> <li>i. The Land for Footpath Widening is remediated so that it is made suitable for its use as public open space in accordance with the <i>Contaminated Lands Management Act 1997</i> and any relevant environmental planning instruments; and</li> <li>ii. The Land for Footpath Widening has ground levels consistent with those indicated on the diagram in <b>Schedule 4</b> and is adequately covered in asphalt, or as otherwise directed by Council; and</li> <li>iii. The Land Owner has constructed public domain works on the Land for Footpath Widening and on the Council land that is to be used for a public footway on the Bourke Street and Botany Road frontages of the Land, as shown shaded in green and yellow on the diagram in <b>Schedule 5</b>. These works are to be consistent with Development Consent D/2012/1175 (including any modifications of this consent) and with any subsequent consents applying to the Land for Footpath Widening in respect of public domain works (including any modifications), and as follows               <ul style="list-style-type: none"> <li>• Paving, including compacted sub-grade, concrete substrate, concrete unit pavers to the City of Sydney Council’s standard specification;</li> <li>• Kerb re-alignment and replacement (standard City of Sydney Council blue stone details);</li> <li>• Drainage works;</li> <li>• Service requirements (power, water, gas etc, including</li> </ul> </li> </ul>	<p>Area A is to be dedicated on or prior to 24 December 2014</p> <p>The Land for Footpath Widening is to be dedicated prior to the issue of first Occupation Certificate for any building constructed on the Land for the Proposed Development or such other time as agreed by the parties.</p>

	undergrounding these services); <ul style="list-style-type: none"> <li>• Adjustments to all existing services pits and man holes;</li> <li>• Demolition of existing kerbs and infra-structure;</li> <li>• Street lighting and associated services in accordance with standard City of Sydney Council's specifications;</li> <li>• Street trees and associated urban details in accordance with City of Sydney Council's standard specifications; and</li> <li>• Traffic control and associated temporary infra-structure in accordance with City of Sydney Council's standard specifications.</li> </ul>	
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Item	Monetary Contribution	Timing
2	Cash contribution of \$11,890,907.00 to be indexed on the basis it is a 2010 costing and in accordance with clause 16 of this Planning Agreement. The CPI (All Groups Sydney) value for the December 2010 quarter was 96.7. Indexing is to take place from the December Quarter 2010 through to the time the payment of the Monetary Contribution is made.	To be paid prior to the date on which a Construction Certificate is issued for the creation of any part of Habitable Space on the Land

Item	Land Owner's Works on the Land to provide a public access way and signage to retail car parking on the Land	Timing
3	(i) If required by the Council, the Land Owner is to: <ul style="list-style-type: none"> <li>(a) create an easement under section 88B of the <i>Conveyancing Act</i> 1919 that burdens the Land and benefits the Council for the purpose of a public access way together with undertaking all works on the Land associated with construction of the easement to the satisfaction of the Council. The location of the public access way must incorporate the following:                             <ul style="list-style-type: none"> <li>• A pedestrian connection between the retail car park spaces on the Land which travels within the Land in the direction of the proposed community building on the adjacent Civic Plaza and ends at a location on the South Eastern boundary of the Land at a location that is satisfactory to the Council. <b>Note:</b> The connection from the Land to the adjacent Civic Plaza must either be provided underground (a break-out panel in the underground car park at the boundary that adjoins the plaza) or at ground level, but this depends on the design of the community facility and whether there is a basement entry to that facility; and</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>• If required by the Council, a pedestrian connection between the Green Square train station and the Civic Plaza that traverses the Land.</li> </ul> <p>(b) register the easement on the title of the Land.</p> <p>(ii) The Land Owner is to:</p> <ul style="list-style-type: none"> <li>(a) create a positive covenant under section 88E of the <i>Conveyancing Act 1919</i> that burdens the Land and requires the Land Owner to install and maintain at all times adequate directional signage on the street frontages between the Land and Bourke Street and Botany Road and on the Land in the vicinity of the retail car parking spaces to the satisfaction of the Council. The directional signage must indicate to the public both the location of the car parking spaces on the Land and the location of the public access way required in 3(i)(a) above; and</li> <li>(b) register the covenant on the title of the Land.</li> </ul>	
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Item	Land Owner's Works on the Land to support Green Infrastructure	Timing
4	<p>(i) <b>Non-potable Recycled Water Network</b></p> <p>a) The Land Owner must design and construct all buildings on the Land so as to be capable of providing a dual reticulation water system for water consumption. The system must be capable of fully connecting to the Non-potable Recycled Water Network provided by the Council in Green Square and must be configured to supply all toilets, washing machine taps, car wash bays, cooling towers and irrigation usage on the Land.</p> <p>As part of these requirements, the Land Owner must connect to the non-potable recycled water pipes installed by Council or, in the event that Council's Non-potable Recycled Water Network system is not operational at that time, connect the non-potable water pipes in the building to the town water (potable) pipes downstream of the Sydney Water town water meter (Non Potable Water Connection Point) and allow Council to disconnect the potable water supply from the non-potable water system and connect the recycled water network as soon as it becomes operational.</p> <p>b) Provide space of 1m x 1m x 2.4m (or as otherwise agreed by Council) and access for metering equipment, isolation valves and incoming pipes for recycled water at the Non Potable Water Connection Point at a location to be agreed between the parties;</p>	<p>Prior to issue of a Occupation Certificate for any building on the Land for the Proposed Development and subject to clause 14.8 of this Planning Agreement.</p>

	<ul style="list-style-type: none"><li>c) Provide space and access from the property boundary to the Non Potable Water Connection Point for installation of recycled water pipes of 1 metre in width;</li><li>d) Non-potable recycled water supply static pressure will be a minimum of 15 m head at the property boundary;</li><li>e) Non-potable recycled water supply quality will comply with the Australian Guidelines for Water Recycling regarding supply to toilets, washing machine taps, car wash bays, cooling towers and irrigation usage and have a Total Dissolved Solids consistent with the Australian Drinking Water Guidelines.</li></ul> <p><b>(ii) Trigeneration System</b></p> <p><b>a) Domestic Hot Water – All Buildings</b></p> <ul style="list-style-type: none"><li>1) The hot water supply for every building must be designed and configured so as to be capable of having Green Infrastructure Thermal Services as the primary source of domestic hot water heating energy supply and to ensure maximum greenhouse gas abatement.</li><li>2) Each building must be designed and constructed so as to be capable of receiving Green Infrastructure Thermal Services for domestic hot water heating from the secondary side of a heat exchanger supplied by Council located within an Energy Transfer Station (ETS) located within the building basement. The hot water off take temperature from the secondary side of the heat exchanger will be 97°C and the cool water return temperature no less than 78°C.</li><li>3) The Land Owner may install an additional centralised standalone gas fired hot water system (subject to 1) above. If installed by the Land Owner the stand alone gas fired boiler or calorifier must be provided with gas input and heat output meters so that any energy consumed by and supplied from the stand alone system can be separately identified from the Green Infrastructure Thermal Services supply of domestic hot water which will be separately metered.</li><li>4) If the Land Owner requires separate metering and billing of hot water usage in individual residential units the Land Owner must install individual hot water meters for each strata unit in the building. Ownership of the meters will pass to the owners corporation on completion of the building allowing any hot water system operator that the owners corporation may choose to reconcile and bill for hot water from the Green Infrastructure Thermal Services or the centralised standalone gas fired hot water system if one is installed. The Green</li></ul>	
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	<p>Infrastructure Thermal Services provider must separately meter thermal energy supplied to the building for hot water heating.</p> <p><b>b) Space Heating - Residential Units and Common Areas including all Retail Space within a Residential Building 15 floors or less in height:</b></p> <p>1) Where space heating is provided by way of reverse cycle air conditioning the air conditioning unit provided must be of the Inverter type if a single evaporator is connected to the condensing unit or of the Variable Refrigerant Flow (VRF) type if more than one evaporator is connected to the condenser. In either case the units must have a COP rating for heating of 3.5 or greater.</p> <p><b>c) Space Cooling - Residential Units and Common Areas within a Residential Building 15 floors or less in height:</b></p> <p>1) Where an air conditioning unit is provided it must be of the Inverter type if a single evaporator is connected to the condensing unit or Variable Refrigerant Flow (VRF) type if more than one evaporator is connected to the condenser. In either case the units must have an EER rating for cooling of 3.1 or greater.</p> <p><b>d) Space Cooling - Retail Space within a residential building:</b></p> <p>Same as required as for Residential Buildings, except:</p> <p>1) Where any individual or group of individual retail units greater than 2000 square meters requires a chilled water air conditioning or refrigeration system it must be primarily supplied by heat fired adsorption or absorption chillers provided by the Land Owner and connected to the Green Infrastructure Thermal Services.</p> <p>2) Any electric chiller provided by the Land Owner must have a COP of 6 or greater.</p> <p><b>General</b></p> <p>As part of these requirements, the Land Owner must, to the satisfaction of the Council provide space on the Land for the Energy Transfer Station (ETS) including heat exchangers, metering equipment, isolation and control valves. The space must be of minimum dimension 7.0 metres by 5.4 metres and no less than 2.4 metres in height. Access space of 1.0 metre by 0.5 metre must be provided from the property boundary to the ETS for incoming pipes (including thermal energy flow and return pipes).</p>	
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	<p><b>(iii) Air conditioning refrigerant</b></p> <p>(a) A lot owner must, where an air conditioning package or other system requiring a refrigerant for space heating and/or cooling is to be provided:</p> <ol style="list-style-type: none"> <li>1) ensure that the refrigerant used in the system has a Global Warming (GWP) of 3 or less to ensure maximum greenhouse gas equivalent abatement if such system is available from at least three established suppliers on similar terms to conventional systems and at market rates which are not more than 10% higher than the market rates for conventional systems; and</li> <li>2) if the system referred to in (a)(i) above is not available, then the lot owner must use its reasonable endeavours to use a system with a refrigerant which has the lowest commercially available GWP.</li> </ol> <p>b) For the purpose of clarity, the Land Owner is required to comply with the requirements of (a)(i) and (ii) above if it chooses to install any air conditioning package or other system requiring a refrigerant for space heating and/or cooling in the Development.</p>	<p>Prior to the issue of an Occupation certificate for any building on the Land for the Proposed Development a covenant is to be registered on the folio of the Land in accordance with Item 4(iii)(a)(1) and (2) of this Schedule 4.</p>
	<p><b>(iv) Covenant</b></p> <p>If Council has not waived the relevant requirements in this Planning Agreement, the Land Owner must register on the Title of the Land a covenant to fulfil the obligations identified in paragraphs (ii)(c) (1) and (ii)(d) (1) and (2) in Item 4 and those in Item 4(iii)(a)(i) and (ii) to this Schedule 3 or if such obligations cannot reasonably be met, such other measures as the Council acting reasonably agrees. The covenant is to identify the Council as the authority benefited and the only party entitled to release, modify or vary the covenant.</p>	<p>Prior to issue of an Occupation Certificate for any building on the Land for the Proposed Development</p>

Item	Easement	Timing
5.	<p>(1) If Council has not waived the relevant requirements of this Planning Agreement, the Land Owner must (at its cost and risk):</p> <p>(a) Create an easement under section 88B of the <i>Conveyancing Act</i> 1919 that burdens the Land and benefits the Council for the purpose of accessing, installing and maintaining Green Infrastructure equipment owned by Council on the Land, including ETS, meters, connections, central located collection storage area, metering equipment, backup conventional bins, isolation and control valves and pipes, as described in Item 4 in Schedule 3, to the satisfaction of the Council; and</p> <p>(b) Register the easement identified in Para 1(a) above in the relevant folio of the Register for the Land.</p>	<p>To be created prior to the issue of the first Occupation Certificate for any building on the Land for the Proposed Development</p>

## SCHEDULE 4

### Transfer Land





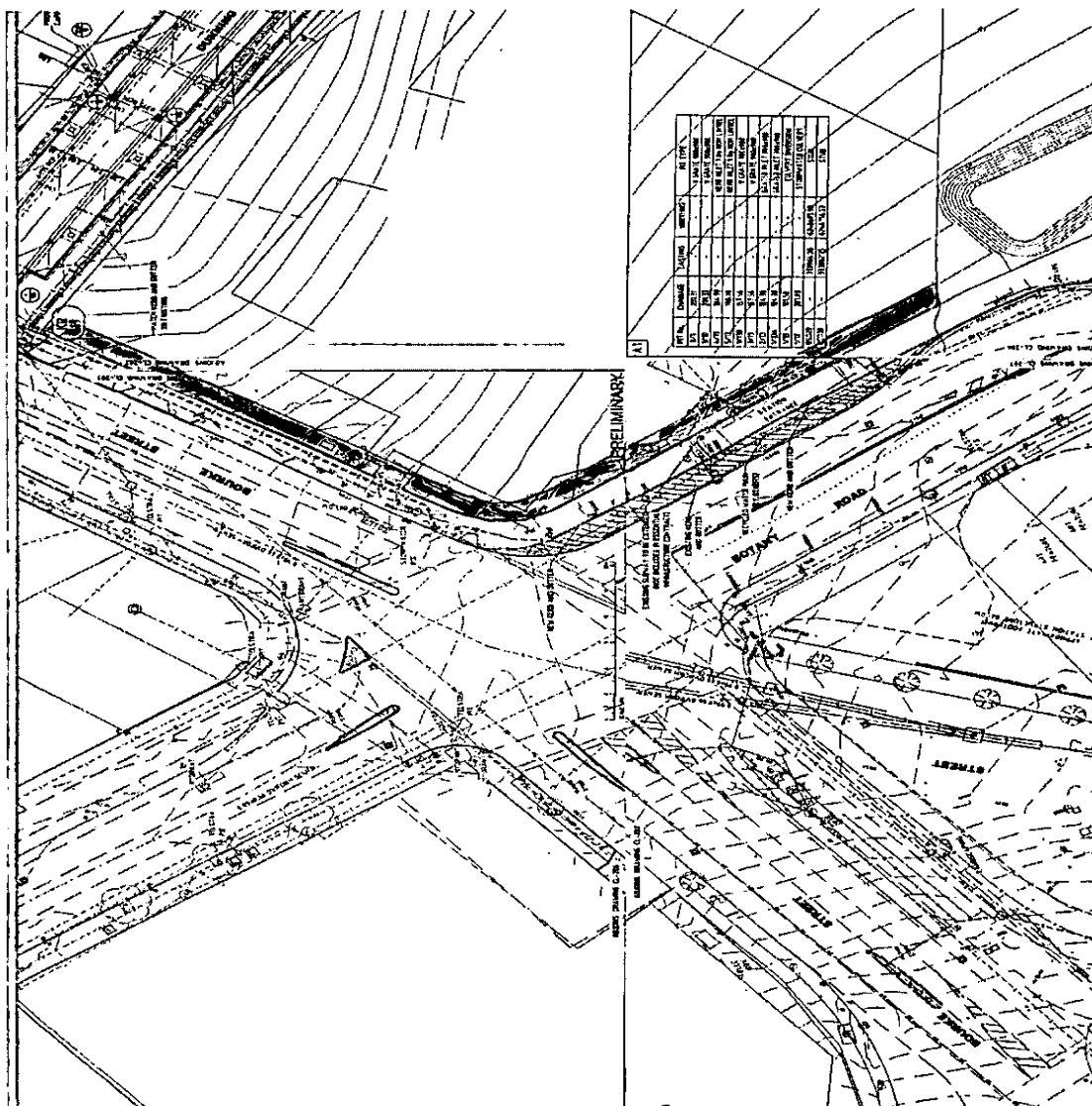
## SCHEDULE 5

### Land Owner's Works on the Land for Footpath Widening

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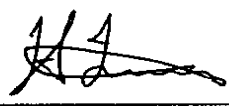
Green shading = Land for Footpath Widening (to be dedicated to Council by Landowner).

Yellow shading = Council footpath.



EXECUTED as a deed

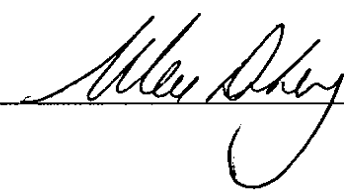
THE COUNCIL OF THE CITY OF )  
SYDNEY (ABN: 22 636 550 790) by its )  
duly appointed attorney )  
pursuant to Power of Attorney registered )  
book 4572 number 994 in the )  
presence of:



Witness (signature):

HEATHER TURNER

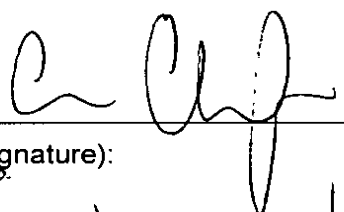
Full Name (printed):



Marcia Claire Doherty

Full Name (printed):

EXECUTED BY CROWN GREEN )  
SQUARE PTY LIMITED (ACN: 161 698 )  
148) in accordance with the provisions of )  
section 127 of the Corporations Act )  
2001:



Director (signature):

CAMERON CUMMINGS

Full Name (printed):





Director/Secretary (signature):

IWAN SUMITO

Full Name (printed):

EXECUTED BY SATHIO )  
INVESTMENTS PTY LIMITED (ACN: )  
138 087 939) in accordance with the )  
provisions of section 127 of the )  
Corporations Act 2001: )



---

Paul Wardana Sathio  
Sole Director/Secretary

EXECUTED BY CROWN )  
CORNERSTONE INVESTMENTS PTY )  
LIMITED (ACN: 138 199 112) in )  
accordance with the provisions of section )  
127 of the Corporations Act 2001: )



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Iwan Sunito  
Sole Director/Secretary

Form: 11R  
Release: 4-3

**REQUEST**  
New South Wales  
Real Property Act 1900



**AP87542U**

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY**

If applicable. Revenue NSW use only
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(B) **TORRENS TITLE**

100/1204112
-------------

(C) **REGISTERED DEALING**

Number AJ148491	Torrens Title
--------------------	---------------

(D) **LODGED BY**

Document Collection Box <b>112M</b>	Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9084 CAN: 123053P Reference: S082538 - R Thomlinson	CODE <b>R</b>
----------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------

(E) **APPLICANT**

THE COUNCIL OF THE CITY OF SYDNEY (ABN 22 636 550 790)
--------------------------------------------------------

(F) **NATURE OF REQUEST**

Registration of Deed of Variation of Planning Agreement pursuant to section 7.6 of the Environmental Planning and Assessment Act 1979
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(G) **TEXT OF REQUEST**

Registration of Deed of Variation of Planning Agreement in the form annexed to this Request and marked "A" pursuant to section 7.6 of the Environmental Planning and Assessment Act 1979.

DATE 18.01.2019

(H)


Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Renee Thomlinson  
Signatory's capacity: solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant \_\_\_\_\_ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. \_\_\_\_\_ Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

APPROVED FOR REGISTRATION BY )  
AUSTREO COMMERCIAL VENTURES )  
PTY LTD )  
By its duly authorised officer )  
In the presence of: )

  
\_\_\_\_\_  
Witness (signature)

*Alexander Young*  
\_\_\_\_\_  
Full Name (printed)

*101 Collins Melbourne*  
\_\_\_\_\_  
Address of Witness

  
\_\_\_\_\_  
Authorised Officer (signature)

**Junnosuke Ando**  
\_\_\_\_\_  
Full Name (printed)

*101 COLLINS MELBOURNE*  
\_\_\_\_\_  
Address of Witness

The following pages are Annexure marked "A" referred to in the REQUEST to the registration of the Planning Agreement pursuant to s93H Environmental Planning and Assessment Act 1979

**APPROVED FOR REGISTRATION BY** )  
**CROWN GREEN SQUARE PTY LIMITED** )  
(ACN 161 698 148) in accordance with )  
section 127 of the Corporations Act 2001: )



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Paul Sathio  
Director



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Iwan Sunito  
Director/Secretary

**APPROVED FOR REGISTRATION BY** )  
**SATHIO INVESTMENTS PTY LIMITED** )  
(ACN 138 087 939) in accordance with section )  
127 of the Corporations Act 2001: )



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Paul Wardana Sathio  
Sole Director/Secretary

**APPROVED FOR REGISTRATION BY** )  
**CROWN CORNERSTONE INVESTMENTS** )  
**PTY LIMITED** (ACN 138 199 112) in )  
accordance with section 127 of the )  
Corporations Act 2001: )



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Iwan Sunito  
Sole Director/Secretary

ANNEXURE "A"



**DEED OF VARIATION OF PLANNING AGREEMENT**

**The Council of the City of Sydney**  
and  
**Crown Green Square Pty Limited**  
and  
**Sathio Investments Pty Limited**  
and  
**Crown Cornerstone Investments Pty Limited**  
For **301 Botany Road, Zetland**

Sydney 2030 Green Global Connected

**Paul Sathio - Director**  
Crown Green Square Pty Limited

**Iwan Sunito - Director/Secretary**  
Crown Green Square Pty Limited

**Paul Wardana Sathio - Sole Director/Secretary**  
Sathio Investments Pty Limited

**Iwan Sunito - Sole Director/Secretary**  
Crown Cornerstone Investments Pty Limited

**Graham Jahn**  
Director - City Planning, Development and Transport

**The Council of the City of Sydney**  
Town Hall House  
456 Kent Street  
SYDNEY NSW 2000  
Ref [S082538]

city of sydney

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**THIS DEED OF VARIATION** is made on

17<sup>th</sup> January 2019.

**BETWEEN:**

- (1) **The Council of the City of Sydney ABN 22 636 550 790** of Town Hall House, 456 Kent Street, SYDNEY NSW 2000 (the **City**); and
- (2) **Crown Green Square Pty Limited ABN 12 161 698 148 of Level 29, 1 Market Street, SYDNEY NSW 2000;**
- (3) **Sathio Investments Pty Limited ABN 23 138 087 939 of Level 29, 1 Market Street, SYDNEY NSW 2000;**
- (4) **Crown Cornerstone Investments Pty Limited ABN 86 138 199 112 of Level 29, 1 Market Street, SYDNEY NSW 2000;**

(2, 3 and 4 collectively the **Landowner**).

**BACKGROUND**

- (A) The City and Landowner entered into the Agreement.
- (B) The City and the Landowner have agreed to vary the Agreement in the manner set out in this Deed of Variation.

**THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this document.

**Agreement** means the planning agreement between City and the Landowner dated 19 December 2014.

**Deed of Variation** means this deed of variation of planning agreement and all annexures, schedules, attachments and exhibits.

**1.2 Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **including** means "including, without limitation".
- (g) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (h) A reference to **this document** includes the agreement recorded by this document.
- (i) Words defined in the GST Act have the same meaning in clauses about GST.
- (j) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.
- (k) A reference to a term defined in the Agreement has the same meaning when used in this Deed of Variation.

## 2. **VARIATION OF AGREEMENT**

The Agreement is varied as follows:

- (a) *Schedule 3 Item 2 of the Agreement* as set out in the Schedule 1 to this Deed of Variation, with the underlined text being the insertion and the ~~strikethrough~~ text being the deletion.

## 3. **NO OTHER CHANGE**

The parties confirm that the Agreement will continue in full force and effect as varied by this Deed of Variation. Nothing in this Deed of Variation will be read or construed as implying any form of variation or waiver other than as expressly set out in this Deed of Variation.

## 4. **FURTHER ASSURANCE**

Subject to clause 5(b) each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed of Variation.

## 5. **LEGAL COSTS**

- (a) Subject to clause 5(b), each party will bear its own legal costs in relation to the preparation and execution of this Deed of Variation.

- (b) The Landowner must pay the reasonable costs incurred by the City (including any legal costs and costs arising from the public notice and inspection process) arising from or in connection with this Deed of Variation.

6. **GENERAL**

- (a) This Deed of Variation contains the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Deed of Variation are of no effect.
- (b) A right may only be waived in writing, signed by the party giving the waiver, and:
  - (i) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
  - (ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
  - (iii) the exercise of a right does not prevent any further exercise of that right or of any other right.
- (c) Nothing in this Deed of Variation in any way restricts or otherwise affects the City's unfettered discretion to exercise its statutory powers as a public authority.
- (d) The invalidity, illegality or unenforceability of any provisions of this Deed of Variation will not affect the validity or enforceability of any other provisions.
- (e) This Deed of Variation may only be varied in writing by the agreement of the parties.
- (f) This Deed of Variation is governed by and construed in accordance with the law of the State of New South Wales.
- (g) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed of Variation.

**SCHEDULE 1**

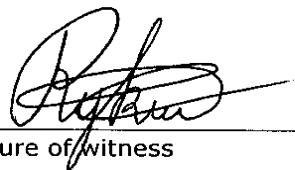
**SCHEDULE 3**

**Provision of Material Benefit by the Landowner**

<b>Item</b>	<b>Monetary Contribution</b>	<b>Timing</b>
2.	<p>Cash contribution of \$11,890,907.00 payable in three instalments as follows:</p> <ul style="list-style-type: none"><li>- \$6,064,362.57 being 51% (<b>Payment 1</b>);</li><li>- \$4,042,908.38 being 34% (<b>Payment 2</b>); and</li><li>- \$1,783,636.05 being 15% (<b>Payment 3</b>)</li></ul> <p>with each payment above to be indexed on the basis it is a 2010 costing and in accordance with clause 16 of this Planning Agreement. The CPI (All Groups Sydney) value for the December 2010 quarter was 96.7. Indexing is to take place from the December Quarter 2010 through to the time the payment of for each of Payment 1, Payment 2 and Payment 3 is made.</p> <p>The Landowner must provide a bank guarantee for an amount representing the sum of Payment 2 and Payment 3 (<b>Payment 1 Guarantee</b>) as specified under "Timing".</p>	<p>To be paid as follows:</p> <p>Payment 1 is to be made and the Payment 1 Guarantee is to be provided prior to the issue of the Construction Certificate for Stage 5.</p> <p>Payment 2 prior to the issue of the Construction Certificate for Stage 6.</p> <p>Payment 3 prior to the issue of the Construction Certificate for Stage 7.</p>

**EXECUTED** as a deed.

**Signed, sealed and delivered** for  
**THE COUNCIL OF THE CITY OF  
SYDNEY (ABN: 22 636 550 790)** by its  
duly authorised officer, in the presence of:

  
\_\_\_\_\_  
Signature of witness

*Raymonda Dijkwel.*  
\_\_\_\_\_  
Name

456 Kent Street, Sydney NSW 2000  
\_\_\_\_\_  
Address of witness


  
\_\_\_\_\_  
Signature of officer

*Louise Kerr*  
\_\_\_\_\_  
Name of officer

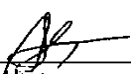
*Acting Director City  
Planning, Participation  
& Transport.*  
\_\_\_\_\_  
Position of officer

**EXECUTED** by **CROWN GREEN  
SQUARE PTY LIMITED (ACN: 161  
698 148)** in accordance with s127(1) of  
the Corporations Act 2001 (Cth):


  
\_\_\_\_\_  
Iwan Sunito  
Director

  
\_\_\_\_\_  
Paul Sathio  
Director

**EXECUTED** by **SATHIO INVESTMENTS  
PTY LIMITED (ACN: 138 087 939)** in  
accordance with s127(1) of the  
Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Paul Sathio  
Sole Director

**EXECUTED** by **CROWN  
CORNERSTONE INVESTMENTS PTY  
LIMITED (ACN: 138 199 112)** in  
accordance with s127(1) of the  
Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Iwan Sunito  
Sole Director

FILM WITH

AP87542

sparke  
HELMORE  
LAWYERS

25 September 2018

Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease  
from Crown Green Square Pty Ltd and Ors  
Property: 301-303 Botany Road, Zetland  
Caveat No.: AJ994477 and AM711075  
Our ref: HEM/AUS096-01349**

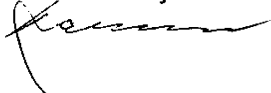
On behalf of Ausgrid (now ADMHC) we lodged caveats AJ994477 and AM711075 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a Deed of Variation of Planning Agreement in favour of the Council of the City of Sydney.

Caveats AJ994477 and AM711075 should remain on the title pending the registration of a lease in favour of ADMHC.

If you require any additional information please contact our office.

Yours faithfully



Special Counsel responsible:

Helen Murray

t: +61 2 4924 7228

e: helen.murray@sparke.com.au

**Newcastle**

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

PO Box 812, Newcastle NSW 2300

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

adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

HEM\KTM\66093390\1

1 of 1



Form: 07L  
Release: 2.0  
www.lands.nsw.gov.au

**LEASE**  
New South Wales  
Real Property Act 1900

**AN739616K**

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

**STAMP DUTY**

Office of State Revenue use only

**(A) TORRENS TITLE**

Certificate of Title 100/1204112  
PART being the premises shown as "Chamber Substation S.65295" on the plan annexed marked "C" together with the right of way and easement referred to in Clauses 1 and 2 of Annexure "A".

**(B) LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
IW	LTS Lockley Locked Bag 5 Gordon NSW 2072 eplan@lockley.com.au Ph 9499 9805	L
Reference: 41555 015LEASE		

**(C) LESSOR**

Crown Green Square Pty Limited ABN 12 161 698 148  
Sathio Investments Pty Limited ABN 23 138 087 939  
Crown Cornerstone Investments Pty Limited ABN 86 138 199 112

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION  
ABN 67 505 337 385

**(F)**

TENANCY:

- (G) 1. TERM** 50 years OFF AM 711075
- 2. COMMENCING DATE** 14 JULY 2018
- 3. TERMINATING DATE** 13 JULY 2068
- 4.** With an **OPTION TO RENEW** for a period of 25 years  
set out in clause 29 of Memorandum AK980904
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A"
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
- 8.** Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Property Information Division as No(s). AK980904
- 9.** The **RENT** is set out in clause No. 5 of Memorandum AK980904

**DATE**

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

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness: SEE ANNEXURE 'B'

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

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: For execution by the

Address of witness: Lessee see page 3

**(I) STATUTORY DECLARATION \***

I,

solemnly and sincerely declare that—

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

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

and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales

on \_\_\_\_\_ in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: *[tick one]*

- Justice of the Peace
- Practising Solicitor
- Other *[specify]*

\* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.



Annexure A to LEASE

Parties:

Crown Green Square Pty Limited ABN 12 161 698 148, Sathio Investments Pty Limited ABN 23 138 087 939, Crown Cornerstone Investments Pty Limited ABN 86 138 199 112 and

Dated

The Lessee shall have the benefit of the following rights:

- 1 A RIGHT OF WAY over the land shown as "(R) Right of Way 2.385 and 2.42 Wide Limited in Stratum" on the plan annexed and marked "C" on the terms contained in clause 18(a) of Memorandum AK980904 filed in Land & Property Information NSW.
- 2 AN EASEMENT FOR ELECTRICITY WORKS over the land shown as "(E) Easement for Electricity Works 1, 2.385 and 6.97 Wide Limited in Stratum" on the plan annexed and marked "C" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:

) Signature of Agent for Michael Pratt,  
) NSW Treasury Secretary (NSW Treasurer's  
) delegate under delegation dated  
) 24 November 2015), on behalf of Alpha  
) Distribution Ministerial Holding  
) Corporation

Signature of Witness

ANGELO WAIKETO

Name of Agent in full

DARREN TSWEIGH

Name of Witness in full

52 Martin Place Sydney NSW 2000

SIGNED [INSERT DETAILS]

.....  
.....

Annexure **B** to LEASE

Parties:

Crown Green Square Pty Limited ABN 12 161 698 148, Sathio Investments Pty Limited ABN 23 138 087 939, Crown Cornerstone Investments Pty Limited ABN 86 138 199 112 and +

Dated

EXECUTED by )  
Crown Green Square Pty Limited )  
ABN 12 161 698 148 )  
in accordance with Section 127 )  
of the Corporations Act )

.....  
Signature of Director

**PAUL SATHIO**

.....  
NAME (please print)



.....  
Signature of Director/Secretary

**IWAN SUNIBO**

.....  
NAME (please print)

EXECUTED by )  
Sathio Investments Pty Limited )  
ABN 23 138 087 939 )  
in accordance with Section 127 )  
of the Corporations Act )

.....  
Signature of Sole Director/Secretary

**PAUL SATHIO**

.....  
NAME (please print)



EXECUTED by )  
Crown Cornerstone Investments Pty Limited )  
ABN 86 138 199 112 )  
in accordance with Section 127 )  
of the Corporations Act )

.....  
Signature of Sole Director/Secretary

**IWAN SUNIBO**

.....  
NAME (please print)

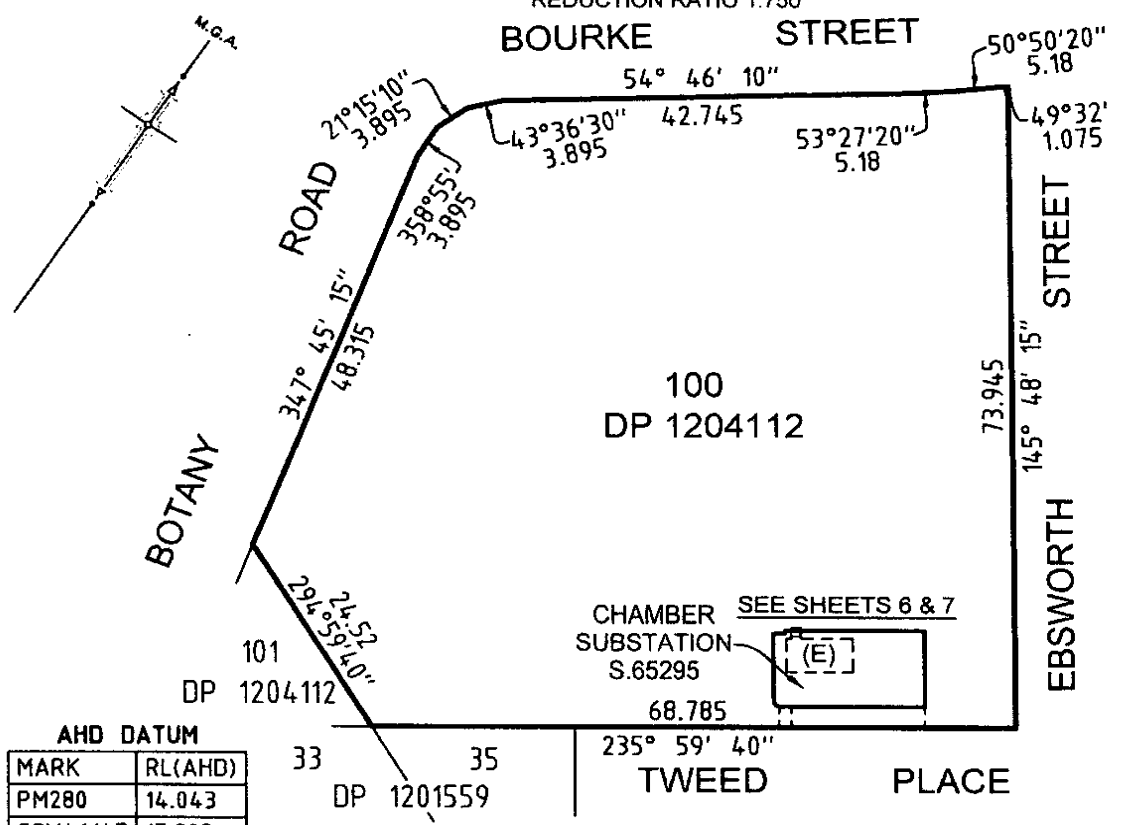


L.G.A: SYDNEY LOCALITY: ZETLAND PLAN ANNEXURE 'C'

**SHOWING SUBSTATION PREMISES No.65295  
 EASEMENT FOR ELECTRICITY WORKS AND RIGHT OF WAY WITHIN  
 C.T. FOLIO IDENTIFIER 100/1204112**

PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:750



**AHD DATUM**

MARK	RL(AHD)
PM280	14.043
SSM46147	15.208

- (E) EASEMENT FOR ELECTRICITY WORKS 1, 2.385 AND 6.97 WIDE LIMITED IN STRATUM
- UNLIMITED IN DEPTH UNLESS DENOTED [LID RL.....] AND IS THEN LIMITED IN DEPTH TO THAT REDUCED LEVEL ON AHD.
  - UNLIMITED IN HEIGHT UNLESS DENOTED [LIH RL.....] AND IS THEN LIMITED IN DEPTH TO THAT REDUCED LEVEL ON AHD.
- (R) RIGHT OF WAY 2.385 AND 2.42 WIDE LIMITED IN STRATUM
- LIMITED IN DEPTH TO RL 16.35 AHD
  - LIMITED IN HEIGHT TO RL 22.0 AHD

*Matthew Graham Smith*  
 MATTHEW GRAHAM SMITH  
 REGISTERED SURVEYOR N.S.W.

30/08/18

SIGNATURES AND SEALS OF PARTIES

L.G.A: SYDNEY  
LOCALITY: ZETLAND

# PLAN

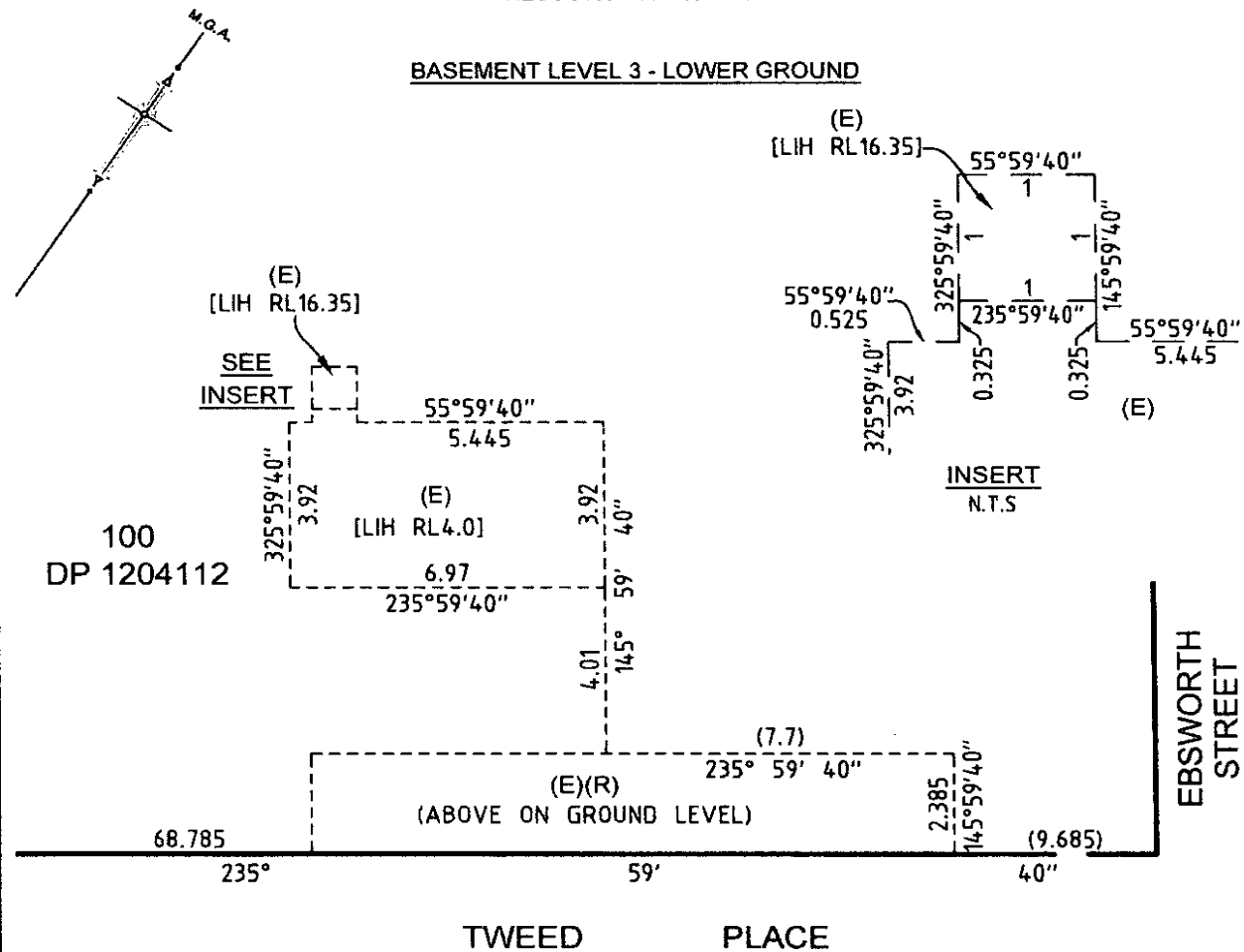
ANNEXURE 'C'

SHOWING SUBSTATION PREMISES No.65295  
EASEMENT FOR ELECTRICITY WORKS AND RIGHT OF WAY WITHIN  
C.T. FOLIO IDENTIFIER 100/1204112

PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:150

## BASEMENT LEVEL 3 - LOWER GROUND



SEE SHEET 5 FOR EASEMENT DESCRIPTIONS

30/08/18

*Matthew Graham Smith*  
 MATTHEW GRAHAM SMITH  
 REGISTERED SURVEYOR N.S.W.

### SIGNATURES AND SEALS OF PARTIES

*[Handwritten signatures]*

L.G.A: SYDNEY  
LOCALITY: ZETLAND

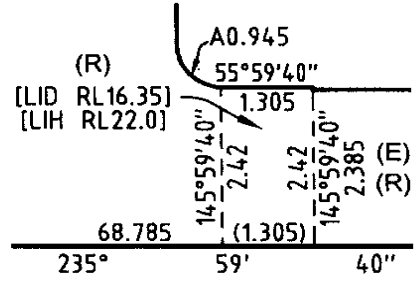
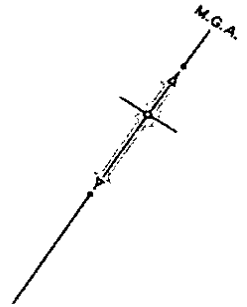
# PLAN

ANNEXURE 'C'

SHOWING SUBSTATION PREMISES No.65295  
EASEMENT FOR ELECTRICITY WORKS AND RIGHT OF WAY WITHIN  
C.T. FOLIO IDENTIFIER 100/1204112

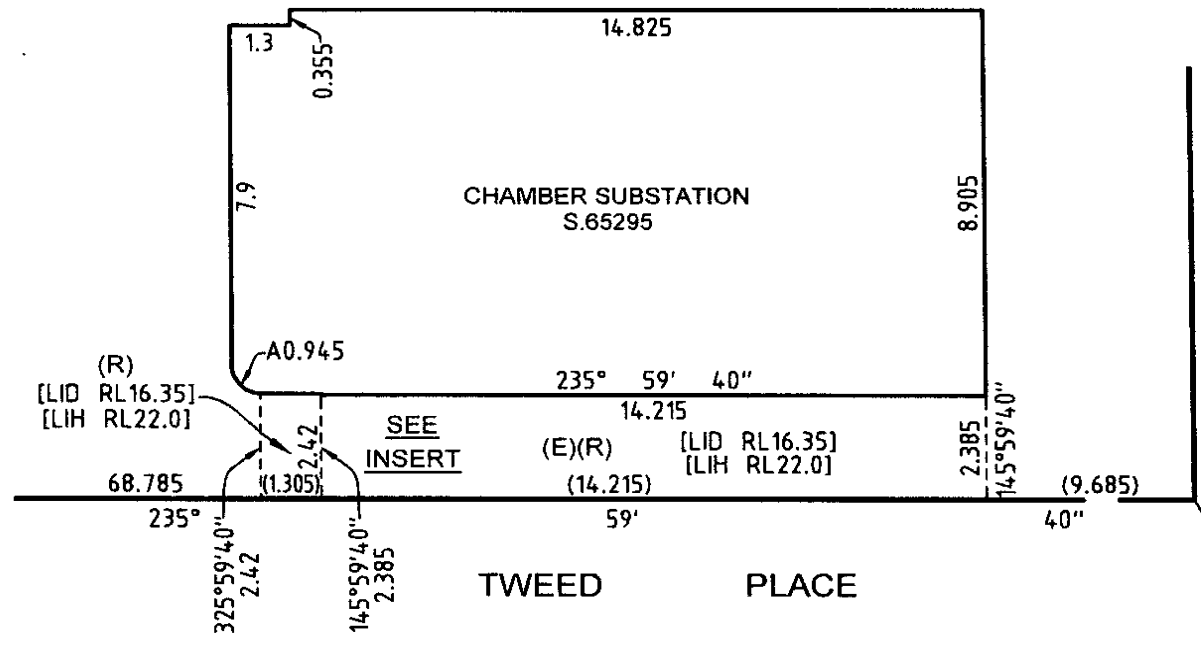
PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND  
REDUCTION RATIO 1:150

GROUND FLOOR & LEVEL 1



100  
DP 1204112

INSERT  
N.T.S



(R)  
[LID RL16.35]  
[LIH RL22.0]

SEE  
INSERT

(E)(R)  
[LID RL16.35]  
[LIH RL22.0]

SEE SHEET 5 FOR EASEMENT DESCRIPTIONS

30/08/18

*Matthew Graham Smith*  
MATTHEW GRAHAM SMITH  
REGISTERED SURVEYOR N.S.W.

SIGNATURES AND SEALS OF PARTIES

524  
16/1  
FILM WITH AN 739616

sparke  
HELMORE  
LAWYERS

4 September 2018

Land Registry Services  
Queens Square  
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease  
from Crown Green Square Pty Ltd and Ors  
Property: 301-303 Botany Road, Zetland  
Caveat No.: AM711075  
Our ref: HEM/AUS096-01349**

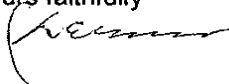
On behalf of Ausgrid (now ADMHC) we lodged caveat AM711075 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a lease in favour of ADMHC.

Caveat AM711075 should be removed from the title on the registration of the lease.

If you require any additional information please contact our office.

Yours faithfully



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

Newcastle  
Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300  
PO Box 812, Newcastle NSW 2300  
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au  
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

RELODGED  
16 JAN 2019  
TIME:

HEM\LOE\65841399\1

1/1

Form: 16LM  
Release: 24

# MEMORANDUM



New South Wales  
Section 80A Real Property Act 1900

## AK980904F

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

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODES LM CM MM GM BM
	47 V	LLPN 123012 E H.M. Allen & Co. DX 437 Sydney Ph 9232 3652	
Reference:		SH - AUS 096.647	

(B) APPLICANT

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

(C) The applicant requests the Registrar General to record this memorandum, comprising 11 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE
- ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory:

Helen Elizabeth Murray

Capacity of signatory (if applicable):

Applicant's solicitor

Date:

6 December 2016

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

**THIS IS ANNEXURE 'A' TO MEMORANDUM LODGED ON BEHALF OF  
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION DATED  
6 DECEMBER 2016**

**1 (Definitions)**

In this Lease, unless the contrary intention appears:

- (a) **Customer** has the meaning it has in the Electricity Supply Act.
- (b) **Distribution System** means the Electricity Works used to convey and control the conveyance of electricity to the Property and other Customers, but does not include a Transmission System.
- (c) **Electricity (Consumer Safety) Act** means the *Electricity (Consumer Safety) Act 2004*.
- (d) **Electricity Supply Act** means the *Electricity Supply Act 1995*.
- (e) **Electricity Works** means any electricity power lines or associated equipment or electricity structures that form part of any of the Lessee's transmission or distribution systems and includes plant, electricity conductors, wires, cables, transformers, switchgear and other apparatus for conveying, controlling or storing electricity or data signals (including signals transmitted though optical fibre).
- (f) **Law** includes any statute, regulation, ordinance, by-law, order, consent or requirement, present or future, whether local, state, federal or otherwise, or industry code or Australian standard, and any Network Standard. It also includes any amendment, consolidation or replacement of them.
- (g) **Lessee** means the lessee described on the front page of this Lease (and where the context permits, its employees, agents and contractors), and its successors and assigns.
- (h) **Lessee's Costs of Relocation** means the Lessee's reasonable estimate of the costs (including any administrative, design, approval, consulting, legal, stamp duty, registration, consultant's or other costs) which have been or will be incurred by it in connection with:
  - (i) removing the Lessee's Electricity Works from the Premises or the Property; and
  - (ii) if required under this Lease, relocating, whether permanently or temporarily, the Lessee's Electricity Works or installing new Electricity Works at the Temporary Location or the New Location or both.

The Lessee may determine such costs in accordance with its standard practices. A certificate signed by a general manager, authorised representative of a general manager or internal auditor of the Lessee as to the Lessee's Costs of Relocation is prima facie evidence of such costs.

- (i) **Lessor** means the lessor described on the front page of this Lease and its successors and assigns (or, if the Lessor is a natural person, its executors, administrators and assigns) and in either case its employees, agents and contractors.





- (j) **Lessor's Supply Requirements** means the amount of electrical load to be supplied to the Property from the Electricity Works contained within the Premises as agreed from time to time between the Lessee and the Lessor.
- (k) **Liability** means claims, causes of action, damages and costs (including legal costs on an indemnity basis, whether or not the subject of a court order) and other liabilities, whether in contract, tort (including negligence), under statute or otherwise.
- (l) **Network Standard** means any policy or technical standard published by the Lessee from time to time.
- (m) **Plan** means the plan annexed to this Lease.
- (n) **Premises** means that part of the Property leased to the Lessee as shown on the Plan.
- (o) **Property** means the Land and/or building in which or upon which the Premises are situated.
- (p) **Terminating Date** means the date so described on the front page of this Lease.
- (q) **Transmission System** has the meaning it has in the Electricity Supply Act.

## 2 (Interpretation)

Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) an agreement, representation or warranty on the part of two or more persons binds them individually and together (that is, jointly and severally).
- (c) a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) "including", when introducing an item or items, is illustrative only, not exhaustive;
- (e) a reference to the whole includes part; and
- (f) a reference to a person includes a body corporate and a partnership.

## 3 (Implied Covenants and Powers)

The obligations and powers implied by sections 84, 84A and 85 of the *Conveyancing Act 1919* are excluded.

## 4 (Statutory Powers and Functions)

Nothing in this Lease affects the Lessee's powers, rights and functions under the Electricity Supply Act and the Electricity (Consumer Safety) Act.

## 5 (Rent)

At the end of the term, the Lessee must pay the rent of \$1.00 per annum (if demanded in writing).

## 6 (Use of the Premises)

The Lessee may:

- (a) use the Premises as an electricity substation;
- (b) from time to time install, extend, alter, construct, dismantle, inspect, repair, replace, renew and maintain on and within the Premises such Electricity Works or other plant and equipment as the Lessee determines; and
- (c) use Electricity Works contained within the Premises to supply other Customers whether directly or indirectly from the Distribution System.

## 7 (Access)

The Lessee may, and the Lessor must ensure that the Lessee and persons authorised by it may, access the Premises 24 hours a day without restriction, with or without tools, materials, plant and other apparatus. The Lessor must supply the Lessee with keys or any other device which may be necessary to obtain access.

## 8 (Security of the Premises)

- (a) The Lessee will ensure that all exterior doors and any other point of access in or to the Premises, are securely fastened at all times when the Lessee's employees, agents or contractors are not in attendance on the Premises.
- (b) If the Lessor becomes aware that those exterior doors or points of access are not securely fastened, it must promptly notify the Lessee.

## 9 (Lessee's Electricity Works)

The Electricity Works installed in, affixed to or in the Premises, the Property or any easement created in connection with this Lease, remain the Lessee's property, even after the Lease ends, and may be removed by the Lessee.

## 10 (Services to the Premises)

- (a) In this clause, '**Upgrade**' means alteration, modification or upgrade to the Premises (excluding the Electricity Works) or to the services to the Premises, or to any easement or right of way referred to in the Plan, necessary:
  - (i) for the safe use of the Premises, easement or right of way; or
  - (ii) for the Premises, easement or right of way to comply with a Network Standard.
- (b) The Lessee may notify the Lessor of any Upgrade which the Lessee (acting reasonably in order to comply with relevant Laws) considers is necessary.
- (c) The Lessor must, at the Lessor's cost, promptly carry out the Upgrade in a proper and workmanlike manner in accordance with all Laws and the requirements of all relevant authorities.
- (d) if the Lessor does not carry out the Upgrade promptly after receiving the Lessee's notification, the Lessee may:
  - (i) cease to operate the Electricity Works in the Premises or to supply electricity to the Property until the Upgrade has been carried out, if it, acting reasonably, believes it is unsafe to continue operation; and/or

- (ii) elect to carry out the Upgrade. The Lessor must pay all costs incurred by the Lessee in connection with the Upgrade promptly on receipt of a tax invoice (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) from the Lessee setting out such costs.

## 11 (Repair)

The Lessee must within a reasonable time repair any damage to the Premises or any other part of the Property caused by the Lessee's wilful or negligent act or omission, or its default under this Lease.

## 12 (Lessee Works)

The Lessee:

- (a) must not (except in the case of an emergency) alter, interfere with or make any connections to the Lessor's fixtures or services without the Lessor's consent (however, the Lessor must not unreasonably withhold its consent); and
- (b) must ensure that any works it carries out within the Premises are carried out in a proper and workmanlike manner and in accordance with all Laws and the requirements of all relevant authorities.

## 13 (Use of Common Areas)

The Lessee may, for the purposes of this Lease, use any areas of the Property provided by the Lessor for common use, but must obey all reasonable directions and rules notified by the Lessor relating to the use of those areas.

## 14 (Lessor to Maintain)

The Lessor must:

- (a) maintain in a serviceable condition any right of way or easement referred to in the Plan and any drainage system which may affect the Premises;
- (b) ensure that any safety equipment, ventilation, air ducting and doors provided for the Premises are not obstructed or impaired;
- (c) ensure that any part of the Property which encloses or forms part of the Premises (including any external doors, gates, ventilation panels and external finishes) is structurally stable, in good condition and complies with all Laws and the requirements of all relevant authorities;
- (d) take all necessary steps to keep dry the internal surfaces and spaces within the Premises;
- (e) not do anything or omit to do anything that might contravene a Network Standard or adversely affect the Lessee's use of the Electricity Works; and
- (f) immediately repair any damage to the Premises caused by the Lessor's act or omission, negligence, or default under this Lease.

## 15 (Lessor Works)

- (a) The Lessor must not without the Lessee's prior written consent:
  - (i) alter existing ground levels on or adjacent to the Premises or to any easement created in connection with the Lease; or

- (ii) carry out any works (including any storage, demolition, excavation, erection, installation, maintenance, alteration, removal or replacement) within, above, below, or which may detrimentally affect, the Premises, the ventilation provided for the Premises or any easement created in connection with this Lease.

- (b) If the Lessee consents to the Lessor carrying out the works referred to in clause 15(a), it may impose such reasonable conditions with respect to its consent as it determines.

## 16 (Quiet Employment)

The Lessor covenants with the Lessee that, subject to the Lessee performing its obligations under this Lease, the Lessee may peaceably possess and enjoy the Premises for the term of the Lease, without any interruption or disturbance from the Lessor.

## 17 (Damage and Destruction)

- (a) The Lessor must immediately notify the Lessee if the Premises are damaged, affected or destroyed so as to become substantially inaccessible or unfit for use in accordance with this Lease.
- (b) The Lessee may terminate this Lease by giving the Lessor not less than 30 days' notice after the damage, affectation or destruction occurs.
- (c) If the Lessee terminates this Lease under clause 17(b), neither party is liable to the other for damages, costs or expenses, unless arising out of a breach of this Lease occurring before the termination.

## 18 (Easements)

- (a) The Lessee has the full right, liberty and licence for itself and its employees, agents and contractors with or without tools, materials, plant and other apparatus, and vehicles to pass and repass at all times of the day or night during the term of this Lease over any land marked "Right of Way" on the Plan ("right of way") and, during such times as the Lessee considers necessary, to park vehicles upon the right of way.
- (b) The Lessee has the full right, liberty and licence for:
  - (i) itself and its employees, agents and contractors at all times of the day or night during the term of this Lease to construct, lay down, dismantle, replace, repair, renew and maintain underground and/or overhead electricity cables through, beneath or over any land marked "Easement for Electricity Purposes" or "Easement for Electricity Works" on the Plan ("easement"); and
  - (ii) free and uninterrupted passage of electricity and signals through the cables within the easement.

## 19 (Demolition)

If the Lessor wishes at any time to demolish improvements on or about the Property in a manner inconsistent with the Lessee's rights under this Lease:

- (a) the Lessor must give the Lessee at least 12 months' prior written notice that it intends to demolish the improvements;

- (b) the Lessee must surrender this Lease within a reasonable time after all of the following have occurred:
  - (i) the 12 months' notice period has expired; and
  - (ii) the Lessor and all the Lessor's tenants or other occupants of the Property (other than the Lessee) have vacated the Property; and
  - (iii) the Lessee has transferred its Electricity Works from the Premises to a new location and has connected it and/or other or additional Electricity Works to the Distribution System; and
- (c) the Lessor must pay the Lessee's reasonable legal costs and all stamp duty and registration fees in connection with the surrender of this Lease.

The parties acknowledge that any new supply to the Property will be the subject of a new customer connection contract and that the Lessor will be responsible for the costs of establishing that new supply.

## 20 (Relocation of Premises)

If the Lessor at any time wishes to construct, install, remove, redevelop or otherwise change improvements on or about the Property in a manner inconsistent with the Lessee's ongoing rights under this Lease, but wishes to maintain electricity supply to the Property while doing so:

- (a) the Lessor must give the Lessee at least 12 months' prior written notice, and consult with the Lessee, in relation to the relocation of the Premises;
- (b) the Lessor may, after such consultation, nominate for the Lessee's approval:
  - (i) a new location or locations for the Premises on the Property ('**New Location**'); and
  - (ii) if required by the Lessee, a temporary location for the Premises ('**Temporary Location**'),

which must both be of a size and standard stipulated by the Lessee and must comply with the Law;

- (c) if the Lessee approves of a Temporary Location and/or New Location, the Lessee will at its discretion, subject to clause 20(e), relocate the Electricity Works or install new Electricity Works including any required additional Electricity Works at the Temporary Location and/or New Location within a reasonable time;
- (d) after the completion of the construction, installation, removal, redevelopment or other change to improvements on or about the Property, the Lessee will, subject to clause 20(e), relocate the Electricity Works or install new Electricity Works including any required additional Electricity Works at the New Location within a reasonable time after receiving notice of completion;
- (e) before any relocation or installation under this <sup>clause</sup> 20, ~~at~~ the Lessor must pay to the Lessee the Lessee's Costs of Relocation as a debt due and payable to the Lessee; and
- (f) immediately upon each relocation or installation under this clause 20, at the Lessor's cost:

- (i) the Lessor must do all things necessary to grant to the Lessee a registered lease on the same terms as this Lease (with only those changes necessary to make it appropriate to the Temporary Location or the New Location, as the case may be); and
  - (ii) the Lessee will do all things necessary to surrender this Lease and accept a new lease in its place.
- (g) For the purposes of clause 20(c) and 20(d), "reasonable time" will be the time that in the Lessee's reasonable opinion it will require:
- (i) to transfer Electricity Works from the Premises to the Temporary Location and/or the New Location or to install new Electricity Works;
  - (ii) to install additional Electricity Works if required; and
  - (iii) to connect the Electricity Works to the Distribution System.

## 21 (Make Good)

On the expiration or the earlier termination of this Lease, the Lessee:

- (a) must vacate the Premises;
- (b) must decommission the Lessee's Electricity Works contained in the Premises or the Property; and
- (c) may remove all the Lessee's Electricity Works in or on the Premises or the Property, which were not installed by the Lessor.

## 22 (Restoration)

On vacating the Premises, the Lessee must:

- (a) remove all rubbish;
- (b) repair any damage it has caused in the course of removing its Electricity Works, except that:
  - (i) the Lessee need not re-instate any permanently finished surfaces damaged by the removal;
  - (ii) if the ground is dug up in the removal, the Lessee need only backfill and temporarily seal the opening;
  - (iii) the Lessee need to rectify or renew any landscaping; and
  - (iv) the Lessee need not restore or replace any thing erected in or on or obstructing any easement or right of way shown in the Plan, if that thing has been damaged or removed in the course of the removal.

## 23 (Indemnities)

The Lessor and the Lessee covenant as follows:

- (a) The Lessee indemnifies the Lessor against all losses, damages and costs incurred by the Lessor which arise directly out of the Lessee's negligence in exercising its rights under the Lease or as a direct result of the wilful misconduct of the Lessee, its employees or agents or contractors. Any liability of the Lessee under this indemnity is to be proportionately reduced to the extent that any losses, damages or costs are caused or contributed to by:

- (i) negligent or wilful acts or omission of the Lessor, its employees or agents or contractors, the Lessor's tenants or other occupants of the Property (other than the Lessee) under any arrangement and whether with or without the Lessor's consent; or
  - (ii) any breach by the Lessor of any provision of this Lease; or
  - (iii) any failure by the Lessor to comply with any Law.
- (b) The Lessor indemnifies the Lessee against all losses, damages and costs incurred by the Lessee which arise directly out of negligent or wilful acts or omission of the Lessor, its employees or agents or contractors or other occupants of the Property (other than the Lessee) under any arrangement and whether with or without the Lessor's consent. Any liability of the Lessor under this indemnity is to be proportionally reduced to the extent that any losses, damages or costs are cause or contributed to by:
- (i) negligent or wilful acts or omissions of the Lessee, its employees or agents or contractors; or
  - (ii) any breach by the Lessee of any provision of this Lease; or
  - (iii) any failure by the Lessee to comply with any Law.

## 24 (Assignment and Subletting)

- (a) Subject to the remainder of this clause 24, the Lessee must not assign, transfer or dispose of its interest under this Lease to any entity that is not a New South Wales authority, agency or State-owned corporation without the prior written consent of the Lessor, which consent cannot be unreasonably withheld.
- (b) However, clause 24(a) does not apply to any assignment by the Lessee in connection with a disaggregation of the Lessee into separate retail and distribution businesses or entities, which assignment is permitted without the Lessor's consent.
- (c) The Lessor consents to the Lessee subleasing the whole of the Premises to a person who is a lessee of the Lessee's electricity transmission and distribution network in New South Wales.
- (d) The Lessor agrees that a sublessee of the whole of the Premises referred to in clause 24(c) may sub-sublease the whole of the Premises to a person to who is a sublessee of the Lessee's electricity transmission and distribution network in New South Wales.
- (e) Despite any sublease as referred to in clause 24(c), or any sub-sublease as referred to in clause 24(d), the Lessee remains liable under the Lease and is not released from its obligations under this Lease.
- (f) Despite anything else contained in this Lease, the Lessor acknowledges and agrees that a sublessee of the Premises as referred to in clause 24(c), or any sub-sublessee of the Premises as referred to in clause 24(d), may exercise the rights and perform the obligations of the Lessee under this Lease as if that sublessee or sub-sublessee were the Lessee.
- (g) In furtherance of clause 24(f), a reference in this Lease to the Lessee's employees, agents, contractors and persons authorised by the Lessee will be

deemed to include the employees, agents and contractors of, and persons authorised by, the sublessee or sub-sublessee referred to in clause 24(f).

- (h) The Lessor may assign its interest in this Lease upon prior written notice to the Lessee.

## 25 (Holding over)

If the Lessee continues to occupy the Premises beyond the expiry of this Lease:

- (a) the Lessee occupies the Premises as a tenant from year to year at a rental equal to the rent set out in clause 5; and
- (b) the tenancy will continue on the conditions of this Lease so far as they are applicable to a tenancy from year to year.

## 26 (Costs)

- (a) Subject to clause 19 and 20 of this Lease, each party must pay their own costs, charges and expenses (including legal costs) in relation to preparing, negotiating and executing this Lease.
- (b) The Lessor must pay any costs in connection with:
- (i) obtaining all consents in relation to this Lease; and
  - (ii) the Lessee considering any proposed relocation of the Premises, including any temporary relocation (and regardless of whether relocation occurs).
- (c) Subject to clause 19 and 20, the Lessee must pay all stamp duty and registration fees in connection with this Lease.
- (d) A party who defaults ('**Defaulting Party**') must pay the other party's reasonable costs and disbursements in connection with the other party exercising rights to take action because of the Defaulting Party's default.

## 27 (Rates and Taxes)

The Lessor must pay any rates and taxes that may be levied in connection with the Premises or in connection with that part of the Property of which that Premises form part.

## 28 (GST)

- (a) Words and expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (b) Any consideration to be paid or provided for a supply made under or in connection with the Lease unless expressly described in this Lease as 'GST Inclusive', does not include any amount on account of GST.
- (c) Despite any other provision in the Lease, if a party ('**Supplier**') makes a supply under or in connection with this Lease on which GST is imposed (not being a supply the consideration for which is specifically described in the Lease as '**GST inclusive**'):
- (i) the consideration payable or to be provided for that supply under this Lease but for the application of this clause ('**GST exclusive consideration**') is increased by, and the recipient of the supply



('Recipient') must also pay to the Supplier, an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST; and

(ii) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided subject to the production of a tax invoice.

(d) If a payment to a party under this Lease is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

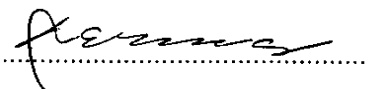
## 29 Grant of new lease

The Lessor agrees to grant a new lease under this clause 29 on the Terminating Date to commence on the next day only if:

- (a) the Lessee gives the Lessor a notice stating that it wants a new lease of the Premises for a term of 25 years; and
- (b) the Lessor receives that notice within the period from and including the day that is twelve months before the Terminating Date to but excluding the Terminating Date; and
- (c) when the Lessee gives that notice, and on the Terminating Date, the Lessee is not in breach of this Lease.

The new lease is to be identical with the Lease except that:

- (d) the term is to be 25 years; and
- (e) the commencement date is to be the day after the Terminating Date; and
- (f) the terminating date is to be the day which is 25 years after the commencement date; and
- (g) the new lease must reflect any variations to this Lease, whether registered or not, which become effective during the term of this Lease.

.....  


**Annexure 8**  
**Planning Certificate under section 10.7 of the EPA Act**

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**City of Sydney**  
**Town Hall House**  
**456 Kent Street**  
**Sydney NSW 2000**

Telephone +61 2 9265 9333  
Fax +61 2 9265 9222  
council@cityofsydney.nsw.gov.au  
GPO Box 1591 Sydney NSW 2001  
cityofsydney.nsw.gov.au



INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

## PLANNING CERTIFICATE

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

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<b>Applicant:</b>	INFOTRACK PTY LIMITED
<b>Your reference:</b>	35611335
<b>Address of property:</b>	301 Botany Road , ZETLAND NSW 2017
<b>Owner:</b>	SATHIO INVESTMENTS PTY LIMITED and CROWN CORNERSTONE INVESTMENTS PTY LIMITED and Others.
<b>Description of land:</b>	Lots 1-188 SP 92073, Lot 1 DP 1211900
<b>Certificate No.:</b>	2019302572
<b>Certificate Date:</b>	21/05/19
<b>Receipt No:</b>	0137598
<b>Fee:</b>	\$80.00
<b>Paid:</b>	21/05/19

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

A handwritten signature in black ink, appearing to read 'Monica Barone'.

Issuing Officer  
per **Monica Barone**  
*Chief Executive Officer*

### CERTIFICATE ENQUIRIES:

Ph: 9265 9333  
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -  
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, CLAUSES (1) - (2).**

**DEVELOPMENT CONTROLS**

*The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.*

**ZONING**

**Zone B4 Mixed Use Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013**

**1 Objectives of zone**

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in items 2 or 4

**4 Prohibited**

Extractive industries; Heavy industrial storage establishments; Heavy industries;

**PROPOSED ZONING**

This property is not affected by a draft zone.

**LOCAL PLANNING CONTROLS**

**Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 as amended – Gazetted 06/09/2013**  
**Green Square Town Centre Development Control Plan 2012 as amended (commenced April 2012)**

**Planning Proposal Serviced Apartments: Amendment of the following Local Environmental Plans.**

- **Sydney Local Environmental Plan 2012;**
- **Sydney Local Environmental Plan 2005;**

- **Sydney Local Environmental Plan (Green Square Town Centre) 2013; and**
- **Sydney Local Environmental Plan (Green Square Town Centre Stage 2) 2013.**

This Planning Proposal explains the intent of, and justification for the proposed amendment to ensure State Environmental Planning Policy No. 65 (SEPP 65) and the Apartment Design Guide provisions apply to serviced apartments.

## HERITAGE

### **State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)**

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from [www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

## STATE PLANNING INSTRUMENTS

*Full copies of State Environmental Planning Policies are available online at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).*

### **State Environmental Planning Policy No. 19 – Bushland in Urban Areas**

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

### **State Environmental Planning Policy No. 32 – Urban Consolidation**

This policy implements the principles of urban consolidation, including the orderly, economic use and development of land. The policy enables urban land which is no longer required for the purpose for which it is currently zoned or used to be redeveloped for multi-unit housing and related development.

### **State Environmental Planning Policy No. 33 – Hazardous and Offensive Development**

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

**State Environmental Planning Policy No. 55 – Remediation of Land**

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**State Environmental Planning Policy No. 64 – Advertising and Signage**

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

**State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Buildings**

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

**State Environmental Planning Policy No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)**

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

**State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004**

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

**State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

**State Environmental Planning Policy (State Significant Precincts) 2005**

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007**

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

**State Environmental Planning Policy (Temporary Structures and Places of Public Entertainment) 2007**

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

**State Environmental Planning Policy (Infrastructure) 2007**

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

**State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008**

This Policy is an 'amending instrument' that removes or modifies referral and concurrence clauses within local environmental plans (LEPs), regional environmental plans (REPs) and State environmental planning policies (SEPPs).

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

**State Environmental Planning Policy (Affordable Rental Housing) 2009**

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

**State Environmental Planning Policy (Urban Renewal) 2010**

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**State Environmental Planning Policy (State and Regional Development) 2011**

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

**State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017**

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

**State Environmental Planning Policy (Coastal Management) 2018**

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal](#)



[Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and
- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

### **Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005**

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

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### **OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

#### **(3) Complying Development**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Note: All Exempt and Complying Development Codes:** Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

## General Housing Code & Commercial and Industrial (New Buildings and Additions) Code

Complying development **may not** be carried out on the land under the General Housing Code & the Commercial and Industrial (New Buildings and Additions) Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

<ul style="list-style-type: none"> <li>▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(d) &amp; 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.17A(e) &amp; 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies only to the General Housing Code)</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.</li> </ul>	<b>NO</b>
<ul style="list-style-type: none"> <li>▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.</li> </ul>	<b>NO</b>

### Housing Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

**Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

**Subdivisions Code**

Complying development under the Subdivisions Code **may** be carried out on the land.

**Rural Housing Code**

The Rural Housing Code does not apply to this Local Government Area.

**General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

**Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

**Low Rise Medium Density Housing Code**

This Code has been deferred until 1 July 2019.

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council : The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

**Note.** "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 1961.

(6) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

**(6) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.**

This land **is not** affected by any road widening or road realignment under any planning instrument.

**(7) Council and other public authorities policies on hazard risk restrictions:**

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

**(7A) Flood related development controls information.**

The Development on this land or part of this land is subject to flood related development controls refer to Clause 6.2 of Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013

**(8) Land reserved for acquisition**

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**(9) Contribution plans**

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2013 – in operation 9 <sup>th</sup> July 2013	<b>NO</b>
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 <sup>st</sup> July 2016	<b>YES</b>
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 <sup>th</sup> May 2007	<b>NO</b>
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 <sup>th</sup> May 2007	

**(9A) Biodiversity certified land**

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable.

(13) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(14) Directions under Part 3A

Not Applicable.

**(15) Site compatibility certificates and conditions for seniors housing**

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

**(16) Site compatibility certificates for infrastructure, schools or TAFE establishments**

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

**(17) Site compatibility certificates and conditions for affordable rental housing**

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

**(18) Paper subdivision information**

Not Applicable.

**(19) Site verification certificates**

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

**(20) Loose-fill asbestos insulation**

Not Applicable

**(21) Affected building notices and building product rectification orders**

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(b) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

**Note.** The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.

(b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.

(c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.

(d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.

(e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

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**PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:**

*Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.*

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

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*PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.*

**Contaminated Land Potential:**

The land the subject of this s10.7 (5) Certificate contains, or has contained, contaminants identified in one or more reports or records held by Council. Further information may be sought through the City's document access procedures.

**Hazard Risk Restriction:**

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

**Construction Noise and View Loss Advice:**

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

**Outstanding Notice & Order information**

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

**Neighbourhood Parking Policy**

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

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**ADVICE FROM OTHER BODIES**

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*Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).*

***For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION 121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 may be applied for at Sydney City Council.***

*Planning certificate section 10.7 (2), local planning controls are available are available online at [www.cityofsydney.nsw.gov.au](http://www.cityofsydney.nsw.gov.au)*

**General Enquiries:  
Telephone: 02 9265 9333**

**Town Hall House**  
Level 2  
Town Hall House  
456 Kent Street  
Sydney  
8am – 6pm Monday - Friday

*State planning controls are available online at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)*

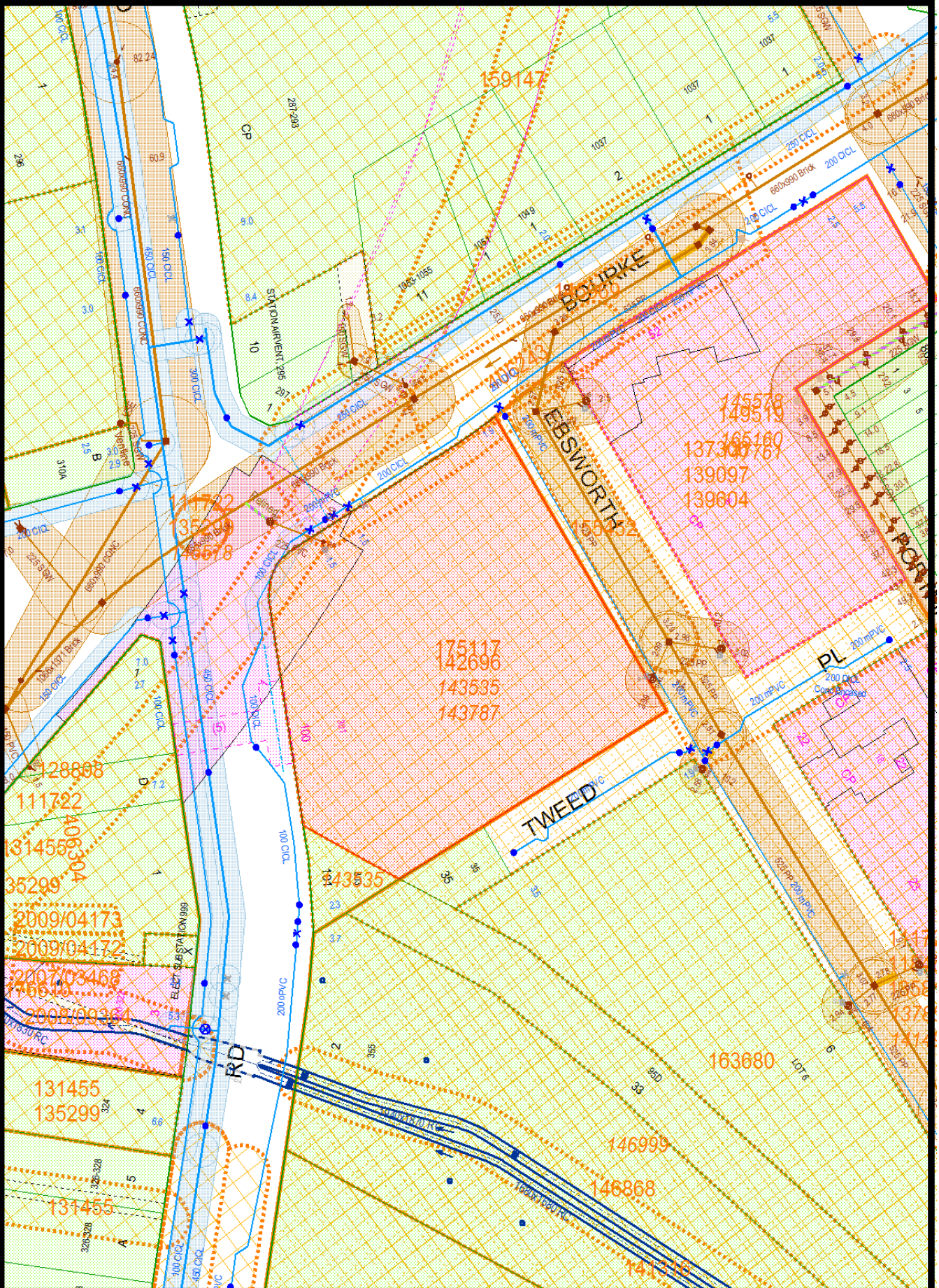
*Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:  
Chief Executive Officer  
City of Sydney  
G.P.O. Box 1591  
Sydney NSW 2000*

End of Document

**Annexure 9**  
**Sewer Service Diagram**

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



# METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD DIAGRAM OF SANITARY DRAINAGE

Municipality of *City of Sydney* SEWER AVAILABLE

Diagram No. 507099

- ⊠ Boundary Trap
- Pit
- GI Grease Interceptor
- Gully
- PT. P. Trap
- RS Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- RV. Reflux Valve
  - Cleaning Eye
  - VERT. Vertical Pipe
  - V.P. Vent. Pipe
  - S.V.P. Soil Vent. Pipe
  - D.C.C. Down Cast Cowl
  - I.P. Induct Pipe
  - M.F. Mica Flap
  - T. Tubs
  - K.S. Kitchen Sink
  - W.C. Water Closet
  - B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

Existing drainage shown by black lines

Scale: 40 Feet to an inch

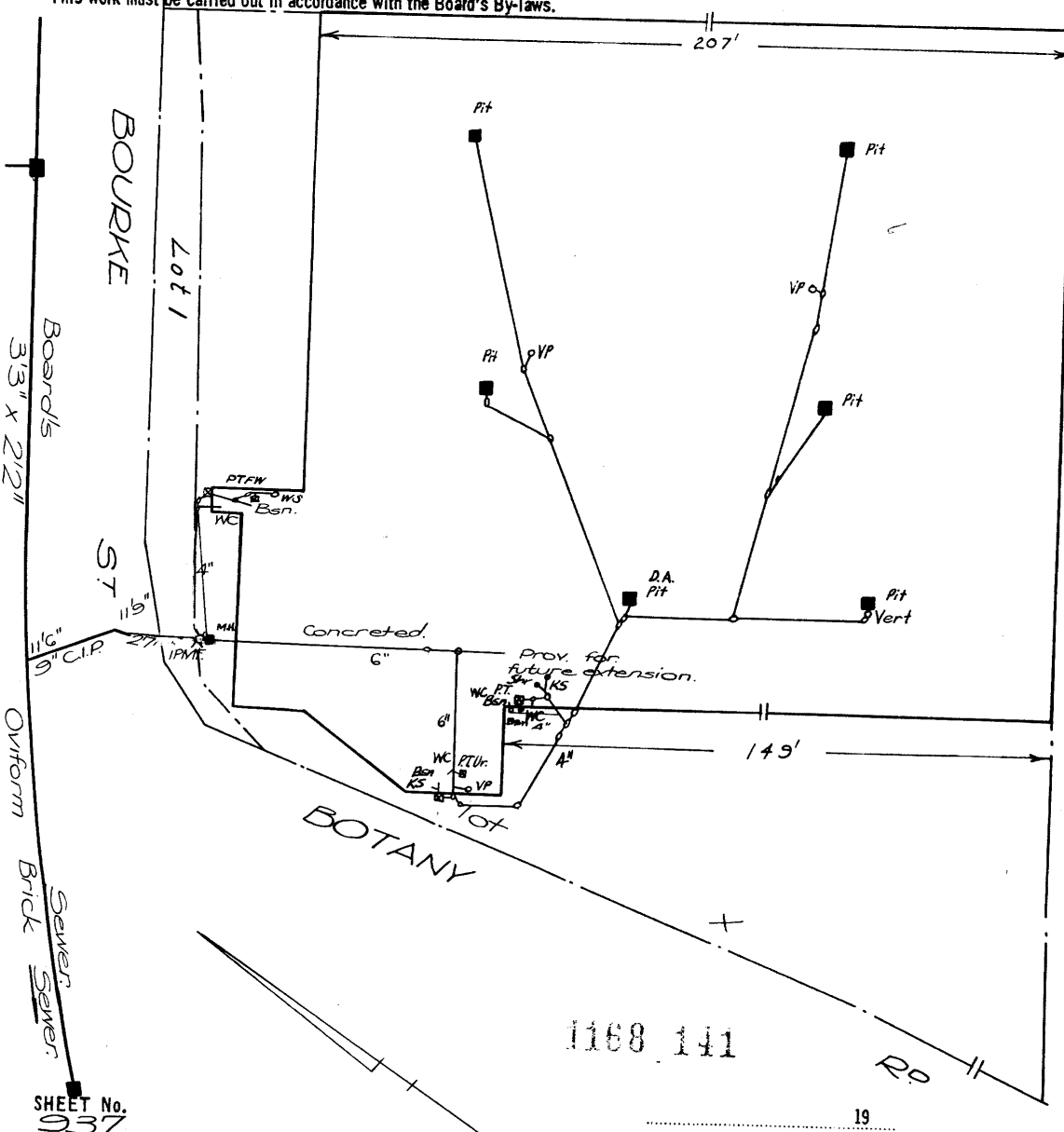
Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer when the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws.



SHEET No. 937

19 FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY					
W.C.	Designed by	DATE	Inspector	FIRST VISIT	SUPERV'SN PASSED DATE
Bth	Inspector	/ /		/ /	/ /
Shr					
Bsn	Examined by	/ /	Date	Inspector	/ /
K.S			Outfall	Checked	/ /
T	Chief Inspector	/ /	Drainer		
Pig			Boundary Trap is not required		
Dge.Int.	DESIGN			471 467 883 128	
Dge.Ext				007 424 070 250	

Disclaimer: The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

**Annexure 10**  
**Standard Requisitions and Standard Replies**

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## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

**Affectations, notices and claims**

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



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

#### **Applications, Orders etc**

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

#### **Owners Corporation management**

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



**Capacity**

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

**Requisitions and transfer**

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

**‘INFINITY’, 301 & 303 BOTANY ROAD, ZETLAND NSW 2017**

*Replies to Requisitions on Title  
(Law Society 2017 Strata)*

**Possession and Tenancies**

1. Noted.
2. No.
3. There are no tenancies or occupancies.
4. No.
5. Not applicable.

**Title**

6. Noted.
7. Noted, subject to contract.
8. No, not so far as the vendor is aware.
9. On settlement.
10. No.

**Adjustments**

11. Noted, subject to contract.
12. Yes.
  - (a) This information will be available on completion.
  - (b) This information will be available on completion.
13. Noted, subject to contact.

**Survey and Building**

14. The vendor relies on the contract.
15. No.
16.
  - (a) Yes, as far as the vendor is aware.
  - (b) No, not as far as the vendor is aware.
  - (c) The vendor relies on the contract.
  - (d) No.
  - (e)
    - (i) The vendor relies on the contract.
    - (ii) The vendor relies on the contract.
    - (iii) Crown Group Construction Pty Ltd - Licence # 213334C
    - (iv) The vendor relies on the contract in relation to Home Building Act insurance.

- (f) No, not as far as the vendor is aware.
- (g) Work has been carried out by Crown Group Construction Pty Ltd - Licence # 213334C on the Property and common property.
  - (i) Yes, as far as the vendor is aware.
  - (ii) The vendor relies on the contract.
- 17. (a)-(g) Other than as is disclosed in or provided for in the contract, not as far as the vendor is aware.
- 18. The vendor relies on the contract. The vendor cannot answer for any predecessor in title.
- 19. Not applicable.
- 20.
  - (a) No, not as far as the vendor is aware.
  - (b) No, not as far as the vendor is aware.

### **Affectations, Notices and Claims**

- 21. The vendor relies on the contract for disclosure of any restrictions or conditions.

### **Applications, Orders etc**

- 22. No.
- 23. No.
- 24. (a)-(d) No.
- 25. No. Not applicable.
- 26. No.
- 27. No. Not applicable.

### **Owners Corporation Management**

- 28. Not as at the date of the contract
- 29. No, not as far as the vendor is aware.
- 30. The vendor relies on the contract.
- 31. The vendor relies on the contract.
- 32. (a)-(c) The vendor relies on the contract.
- 33. The vendor relies on the contract.
- 34. No. Not applicable.
- 35. The vendor relies on the contract.
- 36. The vendor relies on the contract.
- 37. Not applicable.
- 38. No, not as far as the vendor is aware.
- 39. The vendor relies on the contract.
- 40. Noted subject to contract.
- 41. (a)-(f) The vendor relies on the contract. The purchaser can make its own enquiries.

- 42. No.
- 43. The vendor relies on the contract.
- 44. Yes, so far as the vendor is aware.

**Capacity**

- 45. Not applicable.

**Requisitions and Transfer**

- 46. Noted subject to contract.
- 47. Not agreed. A copy of the registered power of attorney is available on the settlement website and will be provided on completion.
- 48. Not agreed. If requested in writing, the details can be provided over the telephone by contacting our office.
- 49. Noted, subject to contract.
- 50. This alleged right is not admitted.
- 51. Noted, but only in regards to those matter within the vendor's knowledge.

**Annexure 11**  
**Treasurer's Approval**

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**Australian Government**  
**Foreign Investment Review Board**

Telephone: 02 6263 3795  
Overseas: +61 2 6263 3795  
Facsimile: 02 6263 2940  
Website: [www.firb.gov.au](http://www.firb.gov.au)

3 July 2015  
File: F2015/19033

Mr Malcolm Brennan  
King & Wood Mallesons

Via email: [malcolm.brennan@au.kwm.com](mailto:malcolm.brennan@au.kwm.com)

Dear Mr Brennan

I refer to correspondence dated 1 June 2015 concerning the proposal for Crown Green Square Developments Pty Ltd to sell new dwellings to be constructed at 301 -303 Botany Road, Waterloo, New South Wales (Development) to foreign persons.

There are no objections to this proposal in terms of the Government's Foreign Investment Policy subject to the conditions below.

***Certificate***

This letter constitutes a Certificate issued under regulation 3(e) of the *Foreign Acquisitions and Takeovers Regulations 1989* which permits Crown Green Square Developments Pty Ltd to sell new dwellings in the Development to foreign persons on condition Crown Green Square Developments Pty Ltd:

- (a) provides a copy of this Certificate to each prospective foreign purchaser of a new dwelling (including those that have been rented for less than 12 months); and
- (b) provides a report annually to the Foreign Investment Review Board which includes all of the information requested in the Advanced-off-the-Plan Report form at:  
[http://www.firb.gov.au/content/real\\_estate/other/developers.asp](http://www.firb.gov.au/content/real_estate/other/developers.asp)

In responding to this proposal, Crown Green Square Developments Pty Ltd is reminded of its obligation to ensure that the Development is marketed in Australia.

This Certificate exempts prospective foreign persons (and their associates) purchasing new dwellings (up to a total of \$3 million) in the Development from the requirement that they individually notify the Treasurer and obtain foreign investment approvals for their acquisitions. Foreign persons (and their associates) are required to apply separately to the Foreign Investment Review Board if they wish to acquire new dwellings in the Development with a total value of more than \$3 million.

This Certificate is not transferable.

Yours sincerely

John Hill  
Foreign Investment Review Board Secretariat

**Annexure 12**  
**Land Tax Certificate**

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**Annexure 13**  
**Clearance Certificate**

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CROWN CORNERSTONE INVESTMENTS PTY  
LIMITED  
C/o DANIEL KAN  
LEVEL 29  
1 MARKET STREET  
SYDNEY NSW 2000

Our reference: 2410195138528  
Phone: 13 28 66

7 February 2019

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

<b>Reference number</b>	2410195138528
<b>Vendor name</b>	CROWN CORNERSTONE INVESTMENTS PTY LTD
<b>Vendor address</b>	LEVEL 29 1 MARKET STREET SYDNEY NSW 2000
<b>Clearance certificate period</b>	6 February 2019 to 6 February 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Alison Lendon  
Deputy Commissioner of Taxation

### NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.



CROWN GREEN SQUARE PTY LTD  
LEVEL 29  
1 MARKET STREET  
SYDNEY NSW 2000

Our reference: 7110244854814  
Phone: 13 28 66  
12 April 2019

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410201403447
Vendor name	CROWN GREEN SQUARE PTY LTD
Previous Vendor name	
Vendor address	LEVEL 29 1 MARKET STREET SYDNEY NSW 2000
Clearance Certificate Period	12 April 2019 to 14 April 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**Jeremy Hirschhorn**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



SATHIO INVESTMENTS PTY LIMITED  
C/o DANIEL KAN  
LEVEL 29  
1 MARKET STREET  
SYDNEY NSW 2000

Our reference: 2410199162895  
Phone: 13 28 66

27 March 2019

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

<b>Reference number</b>	2410199162895
<b>Vendor name</b>	SATHIO INVESTMENTS PTY LTD
<b>Vendor address</b>	LEVEL 29 1 MARKET STREET SYDNEY NSW 2000
<b>Clearance certificate period</b>	22 March 2019 to 26 March 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Alison Lendon  
Deputy Commissioner of Taxation

### NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.