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# Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| Vendor's agent | REMAX PRESTIGE<br>Shop 7.1/2 Dawn Fraser Avenue<br>Sydney Olympic Park NSW 2127 | Phone: 02 9319 1864<br>Sales agent: Joseph Choi<br>Email**:** joseph.choi@remax.com.au |
| co-agent | | |
| Vendor | **SE MI HAN**<br>803/2 Kingfisher Street LIDCOMBE NSW 2141 | |
| Vendor's Solicitor | **HIS LAWYERS**<br>**65-69 Blaikie Road**<br>**Jamisontown NSW 2750** | Phone: **(02) 9264 6875**<br>Fax: **(02) 8580 4858**<br>Email: **youncho@hislawyers.com**<br>Ref: **P2311** |
| date for completion | **42nd Day after the date of this contract (clause 15)** | |
| land (address, plan details and title reference) | 803/2 Kingfisher Street LIDCOMBE NSW 2141<br>Lot 136 SP101327<br>136/SP101327 | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| Improvements | ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ car space ☐ storage space<br>☐ none ☐ other: | |
| Attached copies | ☐ documents in the List of Document as marked or as numbered:<br>☐ other documents: | |

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

| | | | | |
|---|---|---|---|---|
| inclusions | ☒ air conditioning | ☐ clothes line | ☒ fixed floor coverings | ☒ range hood |
| | ☒ blinds | ☐ curtains | ☐ insect screens | ☐ solar panels |
| | ☒ built-in wardrobes | ☒ dishwasher | ☒ light fittings | ☒ stove |
| | ☐ ceiling fans | ☐ EV charger | ☐ pool equipment | ☐ TV antenna |
| | ☐ other: | | | |

| | | |
|---|---|---|
| exclusions | | |
| purchaser | | |
| Purchaser's solicitor | | Phone:<br>Fax:<br>Email:<br>Ref: |
| Price | $ | |
| Deposit | $_____ | (10% of the price, unless otherwise stated) |
| Balance | $ | |
| Contract date | | (if not stated, the date this contract was made) |

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

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

buyer's agent

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

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**SIGNING PAGE**

| **VENDOR** | **PURCHASER** |
|---|---|
| **Signed by**<br><br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed by**<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |

| **VENDOR (COMPANY)** | | **PURCHASER (COMPANY)** | |
|---|---|---|---|
| **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: | | **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: | |
| _____<br>Signature of authorised person | _____<br>Signature of authorised person | _____<br>Signature of authorised person | _____<br>Signature of authorised person |
| _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person |
| _____<br>Office held | _____<br>Office held | _____<br>Office held | _____<br>Office held |

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# CERTIFICATE

# Section 66W Conveyancing Act, 1919

**DEFINITIONS**

| | |
|---|---|
| **NAMES OF VENDORS** | SE MI HAN |
| **ADDRESS OF PROPERTY** | 803/2 Kingfisher Street LIDCOMBE NSW 2141 |
| **NAME OF PURCHASER** | |

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 Sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract.

3. I do not act for the Vendor and am not employed in the Legal Practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.

4. I have explained to the Purchaser(s):-

   a. the effect of the Contract for the purchase of that property.

   b. the nature of this Certificate,

   c. that the effect of giving this Certificate to the Vendor means there is no cooling off period in relation to the Contract for Sale.

**Dated:**

……..

Signature of Solicitor / Barrister

**Choices**

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated ***Electronic Lodgement Network*** **(ELN)** (clause 4): PEXA

***Manual transaction*** (clause 30) ☒ NO ☐ yes
(if no, vendor must provide further details including any applicable exception, in the space below):

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

**Land tax** is adjustable ☒ NO ☐ yes
**GST**: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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.

***GSTRW payment*** **(GST residential withholding payment) –details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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**List of Documents**

**General**

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7 (5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

**Home Building Act 1989**

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

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

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement- off-the-plan contract
- ☐ 59 other document relevant to off-the-plan contract

Others

- ☐ 60

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

NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481
Tel: 1300 638 787

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

**Before signing this contract you should endure 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 ASBESTORS INSULTATION**

**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 the *Home Building Act* 1989, Part 8, Division 1A. In particular, a purchaser should—**

**(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and**

**(b) ask the relevant local council whether it holds and 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.**

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**Cooling off period (purchaser's rights)**

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

**DISPUTES**

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

**AUCTIONS**

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

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**WARNINGS**

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

| | |
|---|---|
| **APA Group** | **NSW Department of Education** |
| **Australian Taxation Office** | **NSW Fair Trading** |
| **Council** | **Owner of adjoining land** |
| **County Council** | **Privacy** |
| **Department of Planning and Environment** | **Public Works Advisory** |
| **Department of Primary Industries** | **Subsidence Advisory NSW** |
| **Electricity & gas** | **Telecommunications authority** |
| **Land & Housing Corporation** | **Transport for NSW** |
| **Local Land Services** | **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 may become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

**4.** **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

**5.** **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

**6.** **Most purchasers will have to pay transfer duty (and sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

**7.** **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

**8.** **The purchaser should arrange insurance as appropriate.**

**9.** **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

**10.** **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

**11.** **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (eve if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

**12.** **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More Information is available from the ATO.**

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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 –

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as at 1 July 2017);he percentage mentioned in s14-200(3). |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the amount specified in a variation served by a party; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the TA Act (the price multiplied by the GSTRW rate); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *Incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the Property and to enable the purchaser to pay the whole or part of the price; |
| legislation | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | *a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |

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

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

**2 Deposit and other payments before completion**

2.1 The purchaser must pay the deposit to the depositholder as stakeholder.

2.2 *Normally,* the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the depositholder;

2.4.2 unconditionally giving a cheque to the depositholder or to the vendor, vendor's agent or vendor's solicitor for sending to the depositholder; or

2.4.3 electronic funds transfer to the depositholder's nominated account and, if requested by the vendor or the depositholder, providing evidence of that transfer.

2.5 The vendor can terminate if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a cheque for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the depositholder's nominated account by 5.00 pm on the third business day after the time for payment.

This right to terminate is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a deposit-bond for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a deposit-bond for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until termination by the vendor or completion, subject to any existing right.

2.9 If each party tells the depositholder that the deposit is to be invested, the depositholder is to invest the deposit (at the risk of the party who becomes entitled to it) with a bank, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

3.1 This clause applies only if the vendor accepts a deposit-bond for the deposit (or part of it).

3.2 The purchaser must provide the deposit-bond to the vendor's solicitor (or if no solicitor the depositholder) at or before the making of this contract and this time is essential.

3.3 If the deposit-bond has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement deposit-bond at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement deposit-bond if –

3.4.1 it is from the same issuer and for the same amount as the earlier deposit-bond; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to terminate. The right to terminate is lost as soon as –

3.5.1 the purchaser serves a replacement deposit-bond; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
3.8 The amount of any deposit-bond does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original deposit-bond –
3.9.1 on completion; or
3.9.2 if this contract is rescinded.
3.10 If this contract is terminated by the vendor –
3.10.1 *normally,* the vendor can immediately demand payment from the issuer of the deposit-bond; or
3.10.2 if the purchaser serves prior to termination a notice disputing the vendor's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.
3.11 If this contract is terminated by the purchaser –
3.11.1 *normally,* the vendor must give the purchaser any original deposit-bond; or
3.11.2 if the vendor serves prior to termination a notice disputing the purchaser's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.

**4 Electronic transaction**

4.1 This Conveyancing Transaction is to be conducted as an electronic transaction unless –
4.1.1 the contract says this transaction is a manual transaction, giving the reason, or
4.1.2 a party serves a notice stating why the transaction is a manual transaction, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this Conveyancing Transaction is to be conducted as a manual transaction –
4.2.1 each party must –
- bear equally any disbursements or fees; and
- otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and
4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
4.3 The parties must conduct the electronic transaction –
4.3.1 in accordance with the participation rules and the ECNL; and
4.3.2 using the nominated ELN, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an ELN which can interoperate with the nominated ELN.
4.4 A party must pay the fees and charges payable by that party to the ELNO and the Land Registry.
4.5 *Normally,* the vendor must within 7 days of the contract date create and populate an Electronic Workspace with title data and the date for completion, and invite the purchaser to the Electronic Workspace.
4.6 If the vendor has not created an Electronic Workspace in accordance with clause 4.5, the purchaser may create and populate an Electronic Workspace and, if it does so, the purchaser must invite the vendor to the Electronic Workspace.
4.7 The parties must, as applicable to their role in the Conveyancing Transaction and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the Electronic Workspace after receipt of an invitation;
4.7.2 create and populate an electronic transfer;
4.7.3 invite any discharging mortgagee or incoming mortgagee to join the Electronic Workspace; and
4.7.4 populate the Electronic Workspace with a nominated completion time.
4.8 If the transferee in the electronic transfer is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the electronic transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a GSTRW payment or an FRCGW remittance, the purchaser must populate the Electronic Workspace with the payment details for the GSTRW payment or FRCGW remittance payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
4.11 Before completion, the parties must ensure that –
4.11.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
4.11.2 all certifications required by the ECNL are properly given; and
4.11.3 they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.
4.12 If the computer systems of any of the Land Registry, the ELNO, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

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4.13 If the computer systems of the Land Registry are inoperative for any reason at the completion time agreed by the parties, and the parties choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all electronic documents Digitally Signed by the vendor and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the property.

4.14 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.

**5 Requisitions**

5.1 If a form of requisitions is attached to this contract, the purchaser is taken to have made those requisitions.

5.2 If the purchaser is or becomes entitled to make any other requisition, the purchaser can make it only by serving it –

5.2.1 if it arises out of this contract or it is a general question about the property or title - within 21 days after the contract date;

5.2.2 if it arises out of anything served by the vendor - within 21 days after the later of the contract date and that service; and

5.2.3 in any other case - within a reasonable time.

**6 Error or misdescription**

6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the property, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

**7 Claims by purchaser**

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can rescind if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor serves notice of intention to rescind; and

7.1.3 the purchaser does not serve notice waiving the claims within 14 days after that service; and

7.2 if the vendor does not rescind, the parties must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the depositholder until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the parties in the same proportion as the amount held is paid; and

7.2.6 if the parties do not appoint an arbitrator and neither party requests the President to appoint an arbitrator within 3 months after completion, the claims lapse and the amount belongs to the vendor.

**8 Vendor's rights and obligations**

8.1 The vendor can rescind if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition;

8.1.2 the vendor serves a notice of intention to rescind that specifies the requisition and those grounds; and

8.1.3 the purchaser does not serve a notice waiving the requisition within 14 days after that service.

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

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the termination; or
- 9.2.2 if the vendor commences proceedings under this clause within 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the property under a contract made within 12 months after the termination, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

10.2 The purchaser cannot rescind or terminate only because of a defect in title to or quality of the inclusions.

10.3 Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

**11 Compliance with work orders**

11.1 Normally, the vendor must by completion comply with a work order made on or before the contract date and if this contract is completed the purchaser must comply with any other work order.

11.2 If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay the expense of compliance to the purchaser.

**12 Certificates and inspections**

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the property inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the property under legislation; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the property given under legislation, even if given after the contract date; and

12.3 to make 1 inspection of the property in the 3 days before a time appointed for completion.

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**13 Goods and services tax (GST)**

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.

13.2 Normally, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the parties agree the supply of the property is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the depositholder and dealt with as follows –

- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the depositholder is to pay the retention sum to the purchaser; but
- if the purchaser does not serve that letter within 3 months of completion, the depositholder is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the property.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the property (or any part of the property).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor serves details of a GSTRW payment which the purchaser must make, the purchaser does not have to complete earlier than 5 business days after that service and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a GSTRW payment the purchaser must, at least 2 business days before the date for completion, serve evidence of submission of a GSTRW payment notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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**14 Adjustments**

14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the adjustment date after which the purchaser will be entitled and liable.

14.2 The parties must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and

14.2.2 the vendor must confirm the adjustment figures at least 1 business day before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.

14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the adjustment date –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The parties must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the adjustment date, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the adjustment date.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the property or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion**

**• Vendor**

16.1 Normally, on completion the vendor must cause the legal title to the property (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the property does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- FRCGW remittance payable;
- GSTRW payment; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a deposit-bond, at least 1 business day before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the depositholder to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

**17 Possession**

17.1 Normally, the vendor must give the purchaser vacant possession of the property on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the property before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the property;

18.2.2 make any change or structural alteration or addition to the property; or

18.2.3 contravene any agreement between the parties or any direction, document, legislation, notice or order affecting the property.

18.3 The purchaser must until completion –

18.3.1 keep the property in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the property passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is rescinded or terminated the purchaser must immediately vacate the property.

18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right –

19.1.1 only by serving a notice before completion; and

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

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

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

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

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

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

**20 Miscellaneous**

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a party if it is signed by the party or the party's solicitor (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

20.6.7 served at the earliest time it is served, if it is served more than once; and

20.6.8 served if it is provided to or by the party's solicitor or an authorised Subscriber by means of an Electronic Workspace created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of rescission or termination.

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

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

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

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title**

**• Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses' in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

**• Adjustments and liability for expenses**

23.5 The parties must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the adjustment date any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 business days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

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

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must serve a proper abstract of title within 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 normally, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to serve the transfer until after the vendor has served a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any document of title that relates only to the property.

25.9 If on completion the vendor has possession or control of a document of title that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Land Registry of the registration copy of that document.

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**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

**30 Manual transaction**

30.1 This clause applies if this transaction is to be conducted as a manual transaction.

• **Transfer**

30.2 Normally, the purchaser must serve the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

• **Place for completion**

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

• **Payments on completion**

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or settlement cheque.
30.10 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).
30.11 If the vendor requires more than 5 settlement cheques, the vendor must pay $10 for each extra cheque.
30.12 If the purchaser must make a GSTRW payment the purchaser must –
30.12.1 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation;
30.12.2 forward the settlement cheque to the payee immediately after completion; and
30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an FRCGW remittance, the purchaser must –
30.13.1 produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy Commissioner of Taxation;
30.13.2 forward the settlement cheque to the payee immediately after completion; and
30.13.3 serve evidence of receipt of payment of the FRCGW remittance.

**31 Foreign Resident Capital Gains Withholding**

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

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**32 Residential off the plan contract**

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract

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**THESE ARE THE SPECIAL/ADDITIONAL CONDITIONS FROMING PART OF THE CONTRACT FOR THE SALE OF LAND 2022 EDITION BETWEEN**

| | |
|---|---|
| **THE VENDORS** | SE MI HAN |
| **THE PURCHASER(S)** | |

## 33. INCONSISTENCY AND INPREPRETATION

**33.1.** If there is an inconsistency in this Contract between the Standard Provisions of the Contract for the Sale and Purchase of Land 2022 edition and these Special Conditions, then these special conditions shall prevail to the extent of the inconsistency.

**33.2.** Headings are for convenience of reference only and do not affect interpretation.

## 34. ALTERATION TO THE STANDARD PROVISIONS OF THE CONTRACT FOR THE SALE AND PURCHASE OF LAND 2022 EDITION

**34.1.** The following changes are made to the Standard Provisions of the Contract for the Sale and Purchase of Land 2022 edition:

(1) In Clause 5.1, “is taken to have made those requisitions” is deleted and replaced with “may only raise those requisitions in accordance with this clause, and cannot raise any further requisitions”.

(2) In clause 19, insert clause 19.3 as follows:
“19.3 Despite any provision of this Contract, the only remedy available to the Purchaser for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 (as amended) shall be the remedy prescribed by the Regulation.”

(3) Clause 23.13 & 23.14: replace them with “The Purchaser must obtain a certificate under Section 184 of the Strata Schemes Management Act 2015 or Section 26 of the Community Land Management Act 1989 in relation to the lot. The Vendor authorise the purchaser or his/her solicitor to apply for the certificate.”

## 35. REAL ESTATE AGENT

**35.1.** The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract.

**35.2.** The purchaser will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser‟s breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## 36. DEATH, INCAPACITY OR INSOLVENCY

**36.1.** Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the vendor may rescind this contract by notice in writing forwarded to the purchaser and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

## 37. DEPOSIT

**37.1.** The parties acknowledge that the deposit payable on this contract is 10% of the purchase price ("the deposit").

**37.2.** If the vendor agrees to accept the deposit payable on exchange of contract by way of instalments the purchase acknowledges that the deposit will be paid as follows:

(1) ___of the purchase price on the date of this contract;

(2) ___ of the purchase price at the expiry date of the cooling off period; and

(3) ___ of the purchase price on the date being the earliest of

(a) 42nd day after the date of the contract, whether or not completion of the contract actually occurred on that date, or

(b) Termination of this contract.

The parties expressly agree that payment of the second instalment of the 10% deposit is a sum in earnest of performance and not a penalty.

**37.3.** If the Vendor has accepted a deposit instalment of less than the full 10% deposit on exchange of contract, then

(1) the Vendor will be paid all interest earned if the deposit is invested. Clause 2.9 is amended by relacing words "each party" and "the parties equally" with words "the Vendor"; and

(2) the balance that are hot held by the deposit holder shall be recoverable by the vendor from the purchaser as a liquidated debt in the event of default by the purchaser resulting in the termination of this contract and in the event thereby for the deposit becoming forfeitable to the vendor.

**37.4.** The Purchaser hereby agrees to release to the Vendor the deposit moneys paid herein for the purpose of deposit on the purchase of another property, or payment of Stamp Duty on another property, or to discharge mortgage at completion PROVIDED HOWEVER that such deposit moneys shall be payable only to:

(1) A Solicitor"s Trust Account;

(2) A Real Estate Agent"s Trust Account; or

(3) Office of State Revenue

## 38. PURCHASER'S ACKNOWLEDGEMENTS

**38.1.** The Purchaser acknowledges and is satisfied that they are purchasing the property:

(1) In its present nature, quality, condition and state of repair;

(2) Subject to all defects latent and patent;

(3) Subject to any infestations and dilapidation;

(4) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(5) Subject to any non-compliance, that may or may not be disclosed herein, with the Local Government Act, the Environmental Planning and Assessment Act or any Act generally or any Ordinance/s under those Acts in respect of any building on the land.

**38.2.** The Purchaser may not make any requisition, claim or delay completion of or rescind or terminate this contract because of anything in connection with this Clause.

**38.3.** The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## 39. INCLUSIONS

**39.1.** The purchaser warrants that they are satisfied as to the condition and repair of any inclusions of this contract including the fixtures, fittings, plant and equipment contained in the property at the time of exchange and do not rely on any warrant and/or representation made to the purchaser by or on behalf of the vendor.

**39.2.** The purchaser is not entitled to raise any objection or requisition or make any claim for compensation for any matter or thing arising out of or in respect to the repair and condition of the inclusions.

**39.3.** The purchaser warrants that they are satisfied as to the title to the inclusions.

## 40. PURCHASER TO BE SATISFIED AS TO USE

**40.1.** The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put.

**40.2.** The purchaser is satisfied as to the requirements of any and all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.

**40.3.** The purchaser is satisfied as to the requirements of any and all Acts, Ordinances, Regulations, By-laws, Town Planning Schemes, Interim Development Orders, Orders of a Court or otherwise.

**40.4.** Completion of this Contract will not be conditional or dependent upon any matter referred to in this Clause.

## 41. SMOKE ALARMS

**41.1.** If the subject of this property does not have smoke alarms and is required to under the *Environmental Planning and Assessment Act 1979* or its regulations, or has smoke alarms that do not comply with this Act or its regulations, the purchaser cannot make a claim or requisition, rescind or terminate.

**41.2.** The purchaser agrees to be satisfied with the state of any smoke alarms or lack thereof on the property.

## 42. SWIMMING POOL

**42.1.** The Purchaser acknowledges that in the event that a swimming pool is situated on the subject property, the Vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.

**42.2.** If a certificate of non-compliance is provided under Swimming Pools Act 1992, the Purchaser agrees that upon completion, he/she shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice and any other notice, order or direction, and pay the expense of compliance.

**42.3.** The purchaser cannot make a claim, objection, or requisition, rescind or terminate if the swimming pool on the property does not comply with the requirements of the Swimming Pools Act 1992 or any regulations thereunder.

**42.4.** It is further agreed that above clauses shall not merge on completion.

## 43. FENCES

**43.1.** The purchaser acknowledges that they may not make a claim or requisition or delay completion:

(1) If any of the fences on or surrounding the property are not on the correct boundary.

(2) As to the nature or state of repair of any fence.

(3) If there are no fences or if any fence is a „give and take fence".

(4) If a swimming pool, as defined in the *Swimming Pools Act 1992* is not fenced as required by law.

## 44. REQUISITIONS ON TITLE

**44.1.** The form of requisitions or general questions about the property the purchasers shall be entitled to raise to Clause 5 of this Contract shall be in the form of requisitions attached to this contract.

**44.2.** The purchaser shall accept the replies to the form of requisitions attached to this contract.

## 45. SETTLEMENT ARRANGEMENT

**45.1.** If the Purchaser cancels a completion booking or fails to complete this Contract at the scheduled completion booking, the Purchaser will pay or allow to the Vendor"s solicitor the sum of $330 for each subsequent booking for completion.

**45.2.** If at the time of completion there is an oversight or error on calculating settlement figures, including but not limiting to the purchase price, deposit, adjustment of rates, balance of purchase price, the parties hereby agree that such oversight or error will be corrected immediately upon either party by notice in writing advising the other party of such oversight or error, and a party who is required to make a payment or reimbursement to the other party must do so immediately without delay. This clause shall not merge on completion.

## 46. LATE COMPLETION

**46.1.** Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor"s default) on or before the Completion date then in addition to any other rights which the vendor may have under this Contract or otherwise the Purchaser will on completion of the contract pay to the vendor interest on the balance of the purchase price at the rate of ~~10%~~ 8% per annum calculated on daily balances, commencing on the Completion date, excluding the original completion date, and continuing until completion of this contract including the day of completion of this contract.

**46.2.** This interest is a genuine pre-estimate of liquidated damages and will be deemed to be a part of the balance of purchase money due and payable on completion.

## 47. NOTICE TO COMPLETE

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

## 48. COMSUMER CREDIT CODE

**48.1.** The purchase acknowledges that the vendor has entered into the contract based on the purchaser"s warranty that:

(1) The purchaser does not require credit in order to pay the property; or

(2) If the purchaser does require credit to pay for the property, the purchaser has obtained such credit on reasonable terms prior to the date of this contract,

**48.2.** The purchaser shall not have any right to rescind or terminate this contract by reason of any non-availability of credit as at the date of completion of the contract.

## 49. CONDITIONS OF SALE BY AUCTION

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

**49.1.** Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The principal"s reserve price must be given in writing to the auctioneer before the auction commences;

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

(c) The highest bidder is the purchaser, subject to any reserve price;

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer"s decision is final;

(e) The auctioneer may refuse to accept any bid that, in the auctioneer"s opinion, is not in the best interests of the vendor;

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(g) A bid cannot be made or accepted after the fall of the hammer; and

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement, if any, for sale.

(2) The following conditions, in addition to those prescribed by subclause (a), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces „vendor bid".

(4) The following conditions, in addition to those prescribed by subclauses (a) and (b) are prescribed as applicable to and in respect of the sale by

auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## 50. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

**50.1.** The provisions set out in this contract contain the entire agreement between the parties at the date of this contract despite any:

(1) negotiations or discussions held: or

(2) documents signed or brochures, plans or drawings produced or disclosed to the purchaser before the date of this contract.

**50.2.** The purchaser has not, in entering into this contract relied on any warranty or representation made by or any other conduct of the vendor; or any person on behalf of the vendor except those expressly provided in this contract.

**50.3.** The purchaser is relying entirely upon the purchaser‟s own enquiries relating to:

(1) the fitness or suitability for any particular purpose of the property;

(2) the purchaser's obligations and rights under this contract;

(3) inspection of the property; and

(4) any financial return, income and investment advice despite: -

(a) any forecasts or feasibilities; and

(b) information relating directly or indirectly to the purchase of the property by the purchaser as an investment on any basis whatsoever provided to the purchaser by or on behalf of the vendor.

## 51. ENTER INTO CONTRACT ELECTRONICALLY

(1) The parties agree that the execution of this contract may be effected by the use of the scanned signature;

(2) This contract may be exchanged by email and the parties agree that the scanned execution and email delivery must have the same force and effect as delivery of an original document with original signatures, and that each party may use such scanned signatures as evidence of the execution and the delivery of this contract by all parties to the same extent that an original signature could be used. The parties may not request the original wet signed contract after the exchange date.

(3) The parties will not make any objection or claim any right to terminate or rescind this contract or delay the completion of this contract due to the manner of the execution and exchange of this contract.

## 52. SEVERABILITY

**52.1.** Any provision in this Contract which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision in any other jurisdiction.

## 53. NO SEWER SERVICE DIAGRAM

52.1 The Purchaser acknowledges that Sewer Service Diagram is not available for the property.

52.2 The Purchaser agrees not to make any requisition, claim or delay completion of or rescind or terminate this contract because of anything in connection with this Clause.

## 54. GUARANTEE FOR CORPORATE PURCHASER

**54.1.** This Clause applies if the purchaser is a corporation („corporate purchaser").

**54.2.** The word *guarantor* means each director or the purchaser as at the date of the contract.

**54.3.** If the guarantor has not signed this clause, the Vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.

**54.4.** In consideration of the vendor contracting with the corporate purchaser, the person/s whose name/s and signature appear below („the guarantors"), jointly and severally guarantee the performance by the purchaser of all of the purchaser"s obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising out of or as a result of the default by the purchaser in performing its obligations under this contract for whatever reason.

**54.5.** The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

**54.6.** The guarantor/s hereby guarantee to the vendor the due and punctual performance of all the purchaser"s obligations under this contract and hereby

indemnify the vendor against all losses, expenditures, costs and expenses of whatever nature suffered or incurred directly or indirectly by the vendor in recovering any monies owing as a result of default in such performance.

**54.7.** The guarantor/s is absolutely entitled to grant this guarantee in consideration for the vendor entering into this contract.

**54.8.** The guarantor/s hereby grant a charge in favour of the vendor over all of the guarantor/s personal and/or real property present and future and wheresoever situated including uncalled capital with the payment to the vendor of all monies secured by this contract. Such guarantee will be a non-circulating and specific security interest on all personal property now or in the future belonging to the guarantor/s and will include its/his/her personal property, real property, goodwill, book debts, plant fixtures and fittings and stock, other than as bought and sold in the normal course of business, and a circulating security interest on all other assets and property of the guarantor/s.

**54.9.** The guarantor/s will at its/his/her own cost, at the vendor"s request execute, stamp and register such further security interests and assurances of such personal or real property, goodwill, book debts, plant fixtures and fittings containing such covenants and provisions as the vendor deems necessary.

**54.10.** The guarantor/s agrees that each of such securities is further security to the intent that the moneys owing are secured thereby. Default under any of these securities constitutes default under this contract.

**54.11.** The guarantor/s has no power to create any security interest ranking in priority or of equal rank to this contract without first obtaining the consent of the vendor. The guarantor/s has no power before this circulating security interest becomes non-circulating to create a subsequent security interest on any of its property.

**54.12.** The guarantor/s hereby irrevocably appoints the vendor as its attorney to execute, sign and perform in its name and on its behalf all agreements, instruments, acts and things whatsoever which the guarantor/s ought to execute, sign and perform under the covenants contained in this contract and generally to use the guarantor"s name in the exercise of all or any of the powers conferred on the vendor or on any receiver or manager appointed by the vendor as the case may be.

**54.13.** This guarantee and indemnity is continuing and irrevocable and the obligations of the guarantor are absolute and unconditional in all circumstances and must continue notwithstanding that there is any change in the name, style, constitution or otherwise of any of the guarantor. This guarantee and indemnity does not merge on completion of the contract.

**54.14.** This guarantee continues despite the payment of any part of the amount owing and despite any time or other concession or compromise extended by the vendor to the purchaser or the guarantor/s or any other person.

**54.15.** The guarantor/s hereby consents to any variation of this contract by extension of the period for payment of the amount owing.

**54.16.** This guarantee will not be affected:

(1) By the vendor"s neglect or omission to enforce any of its rights in relation to any security or release any security in whole or in part; or

(2) If a guarantor dies or becomes of unsound mind or bankrupt or, being a company, goes into liquidation; or

(3) By any Guarantor"s obligation for any reason becoming unenforceable in whole or in part.

**54.17.** This guarantee and indemnity is a principal obligation and is not to be treated as ancillary or collateral to any obligation to the intent that this guarantee and indemnity will be enforceable even though any of the agreements and other obligations arising between the vendor and the purchaser are in whole or part unenforceable for any reason.

**54.18.** The vendor need not first exercise its rights against the purchaser before exercising its rights under this guarantee against the guarantor/s.

**54.19.** The guarantor/s waives, to the extent permitted under the *Personal Property Securities Act*, its right to receive any notices the vendor is required to give under this Act.

**Schedule**

**Guarantor(s)**

- Full Name:
- Address:
- Occupation:

In witness hereof the said Guarantor(s) has/have hereunto set his/her/their hand(s) and seal the day of _____20____ and

**SIGNED** by the guarantors )
in the presence of: )

_____ _____
Signature of witness Guarantor Name:

_____ _____
Print name of witness Guarantor Name:

## CONTRACT VARIATION PAGE

| | |
|---|---|
| **THE VENDORS** | |
| **THE PURCHASER(S)** | |
| **PROPERTY** | |

Despite anything contained in this Contract to the contrary, the parties agree that the conditions attached to and forming part of the Contract of Sale of Land are varied as follow:

**STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE**

Vendor: Se Mi Han
Purchaser:
Property : 803/2 Kingfisher Street LIDCOMBE NSW 2141

---

**Possession & Tenancies**

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

**Title**

6. Subject to the Contract, on completion the Vendor should be registered as proprietor in fee simple of the property 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 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 the inclusions 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 & 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*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the Vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

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(d) Has the Vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance under the *Home Building Act 1989*.

(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 notiCi3s 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 & 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. It 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.

**REPLIES TO STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE**

**Vendor:**
**Purchaser:**
**Property:**
**Dated:**

**Possession & Tenancies**

1. Noted, subject to Contract
2. No
3. (a) to (f): Not applicable
4. No and not applicable
5. Not applicable

**Title**

6. Noted, subject to Contract
7. Noted, subject to Contract
8. Not to the Vendor's knowledge
9. Subject to Contract
10. Not and not applicable

**Adjustments**

11. Note and subject to Contract
12. Subject to Contract
13. Noted and subject to Contract

**Survey & Building**

14. Noted but subject to contract
15. Not in possession of the vendor and subject to contract
16. (a): Yes to the best of the vendor's knowledge
    (b): No and the purchaser shall reply on its own enquires and searches
    (c): Not available and the purchaser shall reply on its own enquires and searches
    (d): Not available and the purchaser shall reply on its own enquires and searches
    (e): The purchaser shall reply on its own enquires and searches
    (f): The purchaser shall reply on its own enquires and searches
    (g): The purchaser shall reply on its own enquires and searches
17. Not to the Vendor's knowledge. The Purchaser should make their own enquiries
18. The purchaser shall reply on its own enquires and searches
19. The purchaser shall reply on its own enquires and searches
20. No to the vendor's knowledge

**Affections, notices and claims**

21. (a): Not aware
    (b): Not applicable to the vendor's knowledge
    (c): Not aware
    (d): Not applicable and the purchaser shall reply on its own enquires and searches

**Application, orders etc**

22. No to the vendor's knowledge
23. No to the vendor's knowledge
24. (a) to (d) Not applicable to the vendor's knowledge
25. Not applicable
26. Not applicable
27. Not applicable and no

**Owner's corporation management**

28. Please refer to the contract
29. No and the purchaser shall reply on its own enquires and searches
30. No but the purchaser shall reply on its own enquires and searches
31. No but the purchaser shall reply on its own enquires and searches
32. The purchaser shall reply on its own enquires and searches

33. The purchaser shall reply on its own enquires and searches
34. The purchaser shall reply on its own enquires and searches
35. The purchaser shall reply on its own enquires and searches
36. The purchaser shall reply on its own enquires and searches
37. The purchaser shall reply on its own enquires and searches
38. The purchaser shall reply on its own enquires and searches
39. The purchaser shall reply on its own enquires and searches
40. The purchaser shall reply on its own enquires and searches
41. The purchaser shall reply on its own enquires and searches
42. The purchaser shall reply on its own enquires and searches
43. The purchaser shall reply on its own enquires and searches
44. The purchaser shall reply on its own enquires and searches

**Capacity**

45. Not applicable

**Requisitions & Transfer**

46. Attached and refer to the contract
47. Noted but not applicable. The settlement will be arranged electronically
48. Noted but not applicable
49. Subject to the contract
50. Subject to the contract
51. Noted

**AUTHORITY TO INSPECT STRATA/COMMUNITY RECORDS**

**To: The Owners Corporation**

NETWORK STRATA SERVICES

PO BOX 265

HURSTVILLE BC NSW 1481

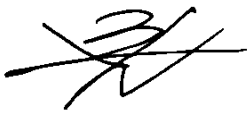
Tel: 1300 638 787

| | |
|---|---|
| **LOT** | 136 |
| **Strata Plan** | Strata Plan 101327 |
| **Property Address** | 803/2 Kingfisher Street LIDCOMBE NSW 2141 |
| **The Vendor** | Se Mi Han |
| **The Purchaser** | |

I/We, the Vendor/s hereby authority the Purchaser/s to inspect strata records with respect to the above property.

Date:

Signed by:



.....

~~Vendor/~~Vendor's Solicitor

Information Provided Through triSearch (Website) Ph. 1300 064 452

# Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 136/SP101327

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 19/2/2026 | 12:18 PM | 3 | 4/12/2024 |

LAND

LOT 136 IN STRATA PLAN 101327
AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

SE MI HAN (ND AU642355)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101327
2 AR227070 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



* 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

# Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101327

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 19/2/2026 | 12:20 PM | 8 | 30/7/2025 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101327 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIDCOMBE
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP101327

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101327
ADDRESS FOR SERVICE OF DOCUMENTS:
NETWORK STRATA SERVICES
PO BOX 265
HURSTVILLE BC NSW 1481

SECOND SCHEDULE (36 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS (S.134 PUBLIC WORKS ACT, 1900)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP101327
4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
5 DP1030892 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1063407 RELEASED IN SO FAR AS IT AFFECTS THE NEW ROAD IN DP1063407
6 DP1030892 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
7 AD627184 POSITIVE COVENANT
8 DP1219394 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AND VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1260687 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
10 DP1260687 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (36 NOTIFICATIONS) (CONTINUED)
---

LAND ABOVE DESCRIBED

11 DP1260687 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

12 DP1260687 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

13 DP1260687 EASEMENT TO USE FIRE STAIRS AND PASSAGES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

14 DP1260687 EASEMENT TO USE FIRE STAIRS AND PASSAGES APPURTENANT TO THE LAND ABOVE DESCRIBED

15 DP1260687 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

16 DP1260687 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED

17 DP1260687 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

18 DP1260687 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

19 DP1260687 EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

20 DP1260687 EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED

21 DP1260687 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

22 DP1260687 EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

23 DP1260687 EASEMENT FOR SERVICES REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

24 DP1260687 EASEMENT FOR ACCESS 1.96 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

25 DP1260687 EASEMENT FOR SERVICES 1.96 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED

26 DP1260687 POSITIVE COVENANT REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT

27 DP1260687 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT

28 DP1260687 POSITIVE COVENANT REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT

29 DP1260687 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (36 NOTIFICATIONS) (CONTINUED)
---

30 AQ370196 POSITIVE COVENANT
31 DP1262759 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (LIMITED IN STRATUM) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
32 DP1262759 RIGHT OF CARRIAGEWAY (LIMITED IN STRATUM) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
33 DP1262759 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
34 DP1262759 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.725 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
35 AR937009 INITIAL PERIOD EXPIRED
36 AV280078 CONSOLIDATION OF REGISTERED BY-LAWS

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

STRATA PLAN 101327

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 1 | 69 | 2 | 41 | 3 | 41 | 4 | 41 |
| 5 | 66 | 6 | 78 | 7 | 75 | 8 | 41 |
| 9 | 75 | 10 | 78 | 11 | 75 | 12 | 71 |
| 13 | 40 | 14 | 39 | 15 | 54 | 16 | 56 |
| 17 | 60 | 18 | 57 | 19 | 57 | 20 | 56 |
| 21 | 55 | 22 | 36 | 23 | 36 | 24 | 36 |
| 25 | 40 | 26 | 57 | 27 | 55 | 28 | 55 |
| 29 | 55 | 30 | 58 | 31 | 40 | 32 | 54 |
| 33 | 57 | 34 | 56 | 35 | 58 | 36 | 58 |
| 37 | 57 | 38 | 54 | 39 | 58 | 40 | 40 |
| 41 | 40 | 42 | 40 | 43 | 58 | 44 | 56 |
| 45 | 56 | 46 | 56 | 47 | 59 | 48 | 40 |
| 49 | 55 | 50 | 58 | 51 | 56 | 52 | 59 |
| 53 | 58 | 54 | 58 | 55 | 56 | 56 | 59 |
| 57 | 41 | 58 | 41 | 59 | 41 | 60 | 58 |
| 61 | 57 | 62 | 57 | 63 | 57 | 64 | 60 |
| 65 | 41 | 66 | 56 | 67 | 59 | 68 | 57 |
| 69 | 60 | 70 | 59 | 71 | 59 | 72 | 57 |
| 73 | 60 | 74 | 59 | 75 | 59 | 76 | 59 |
| 77 | 58 | 78 | 58 | 79 | 58 | 80 | 60 |
| 81 | 41 | 82 | 57 | 83 | 60 | 84 | 58 |
| 85 | 60 | 86 | 60 | 87 | 60 | 88 | 58 |
| 89 | 60 | 90 | 60 | 91 | 60 | 92 | 60 |
| 93 | 58 | 94 | 58 | 95 | 58 | 96 | 61 |
| 97 | 41 | 98 | 58 | 99 | 60 | 100 | 59 |
| 101 | 61 | 102 | 61 | 103 | 60 | 104 | 59 |

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP101327 PAGE 4

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

STRATA PLAN 101327

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 105 | 61 | 106 | 61 | 107 | 61 | 108 | 61 |
| 109 | 59 | 110 | 59 | 111 | 59 | 112 | 62 |
| 113 | 42 | 114 | 58 | 115 | 61 | 116 | 60 |
| 117 | 62 | 118 | 62 | 119 | 61 | 120 | 60 |
| 121 | 62 | 122 | 62 | 123 | 62 | 124 | 62 |
| 125 | 73 | 126 | 71 | 127 | 62 | 128 | 75 |
| 129 | 79 | 130 | 42 | 131 | 42 | 132 | 42 |
| 133 | 42 | 134 | 60 | 135 | 63 | 136 | 60 |
| 137 | 60 | 138 | 63 | 139 | 62 | 140 | 63 |
| 141 | 80 | 142 | 61 | 143 | 64 | 144 | 61 |
| 145 | 61 | 146 | 64 | 147 | 63 | 148 | 64 |
| 149 | 80 | 150 | 62 | 151 | 64 | 152 | 62 |
| 153 | 62 | 154 | 64 | 155 | 64 | 156 | 62 |
| 157 | 82 | 158 | 62 | 159 | 65 | 160 | 63 |
| 161 | 63 | 162 | 65 | 163 | 65 | 164 | 65 |
| 165 | 90 | 166 | 66 | 167 | 86 | 168 | 89 |
| 169 | 87 | 170 | 90 | | | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



* 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.

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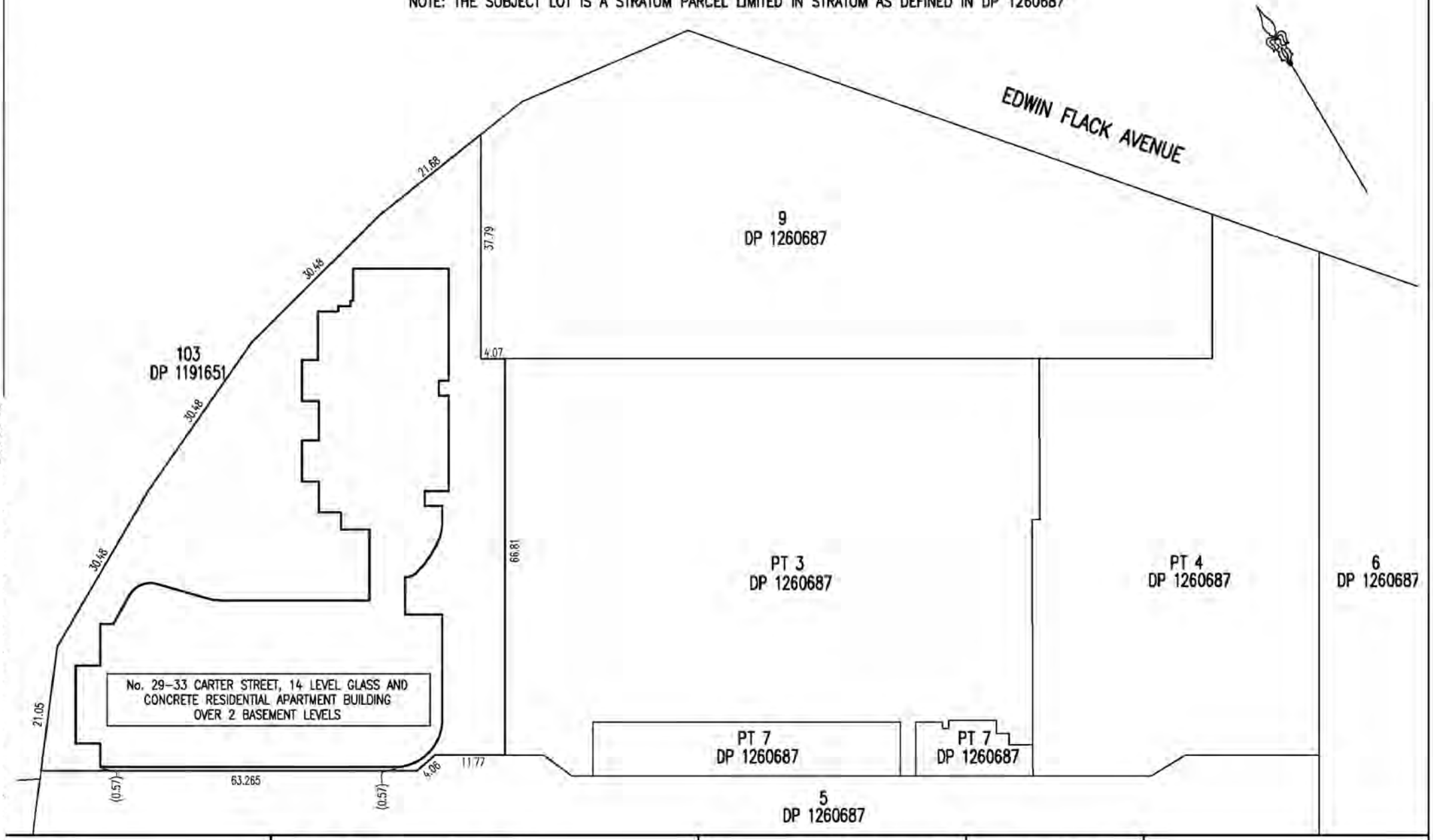
# LOCATION PLAN – SITE PLAN

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687




| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:600<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT01 SITE.dwg

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No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

# LOCATION PLAN – BASEMENT 2 & BELOW

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

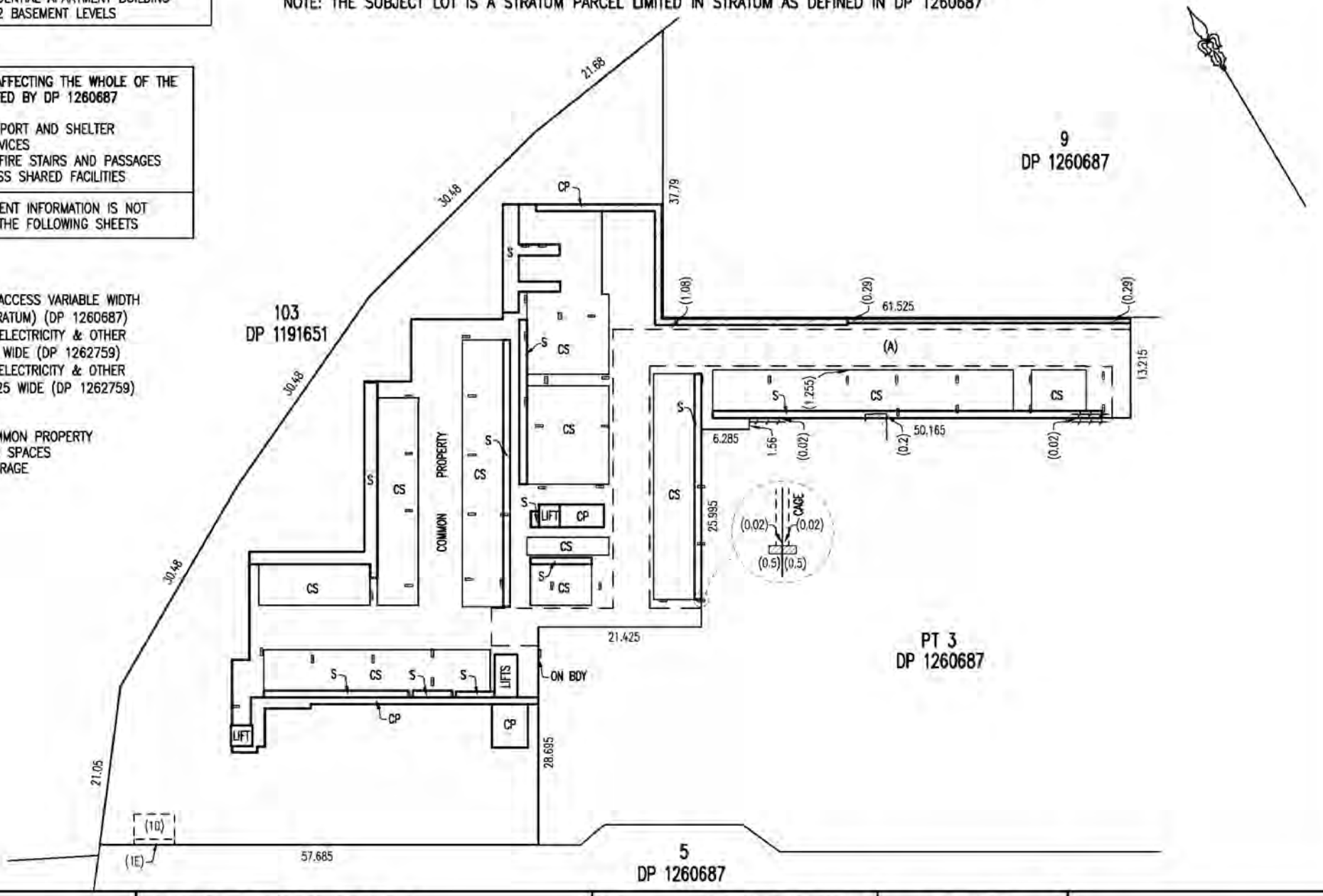
**GLOBAL EASEMENTS AFFECTING THE WHOLE OF THE SUBJECT LAND CREATED BY DP 1260687**

EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT TO USE FIRE STAIRS AND PASSAGES
EASEMENT TO ACCESS SHARED FACILITIES

**NOTE:** GLOBAL EASEMENT INFORMATION IS NOT REPEATED ON THE FOLLOWING SHEETS

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(1D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1262759)
(1E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE (DP 1262759)

CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACES
S – DENOTES STORAGE




| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:500<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

# LOCATION PLAN – BASEMENT 1

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

EASEMENT
(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(1B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM (DP1262759)
(1C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1262759)
(1D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1262759)
(1E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE (DP 1262759)

CP – DENOTES COMMON PROPERTY
CS – DENOTES CAR SPACES
S – DENOTES STORAGE

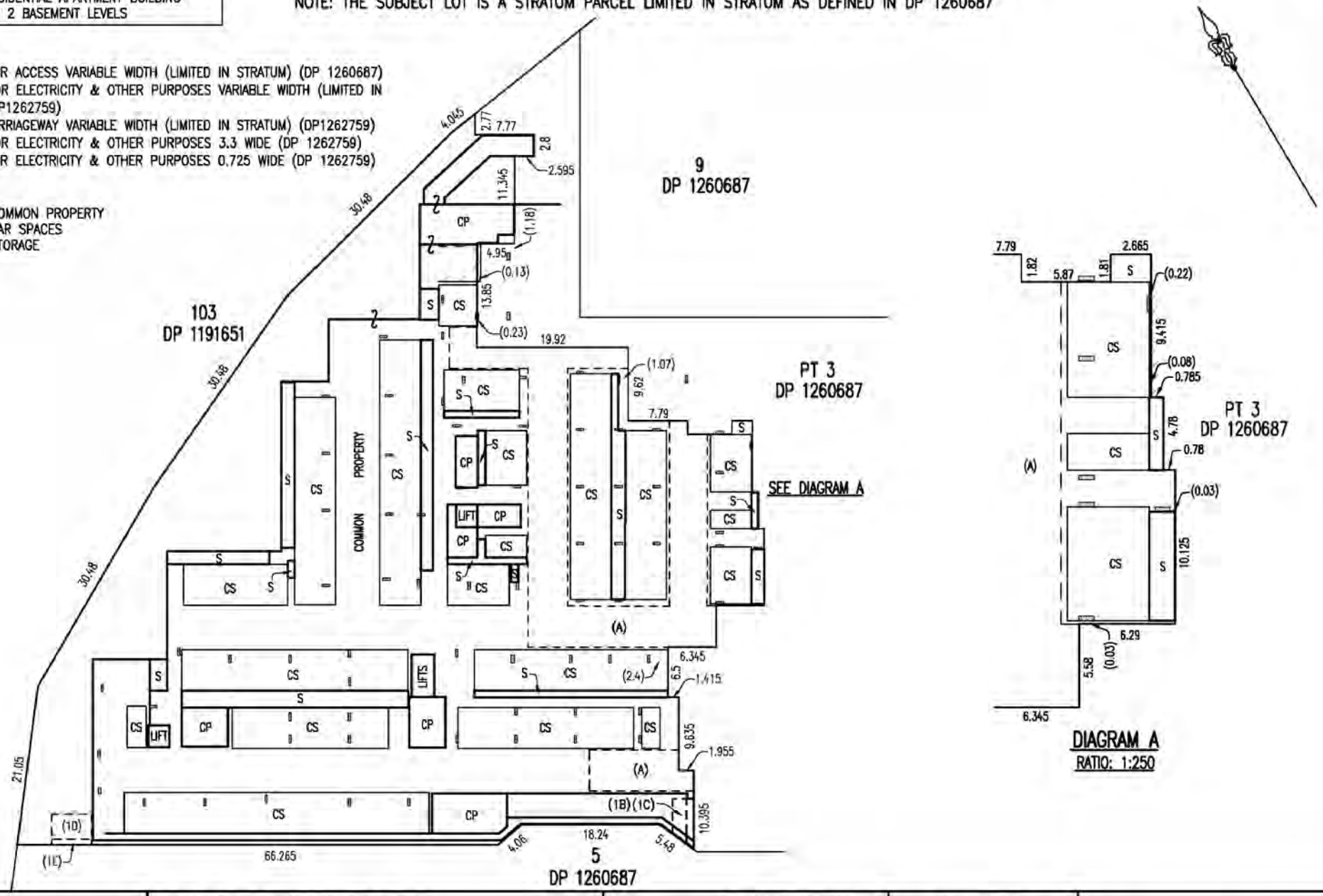





DIAGRAM A
RATIO: 1:250

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:500<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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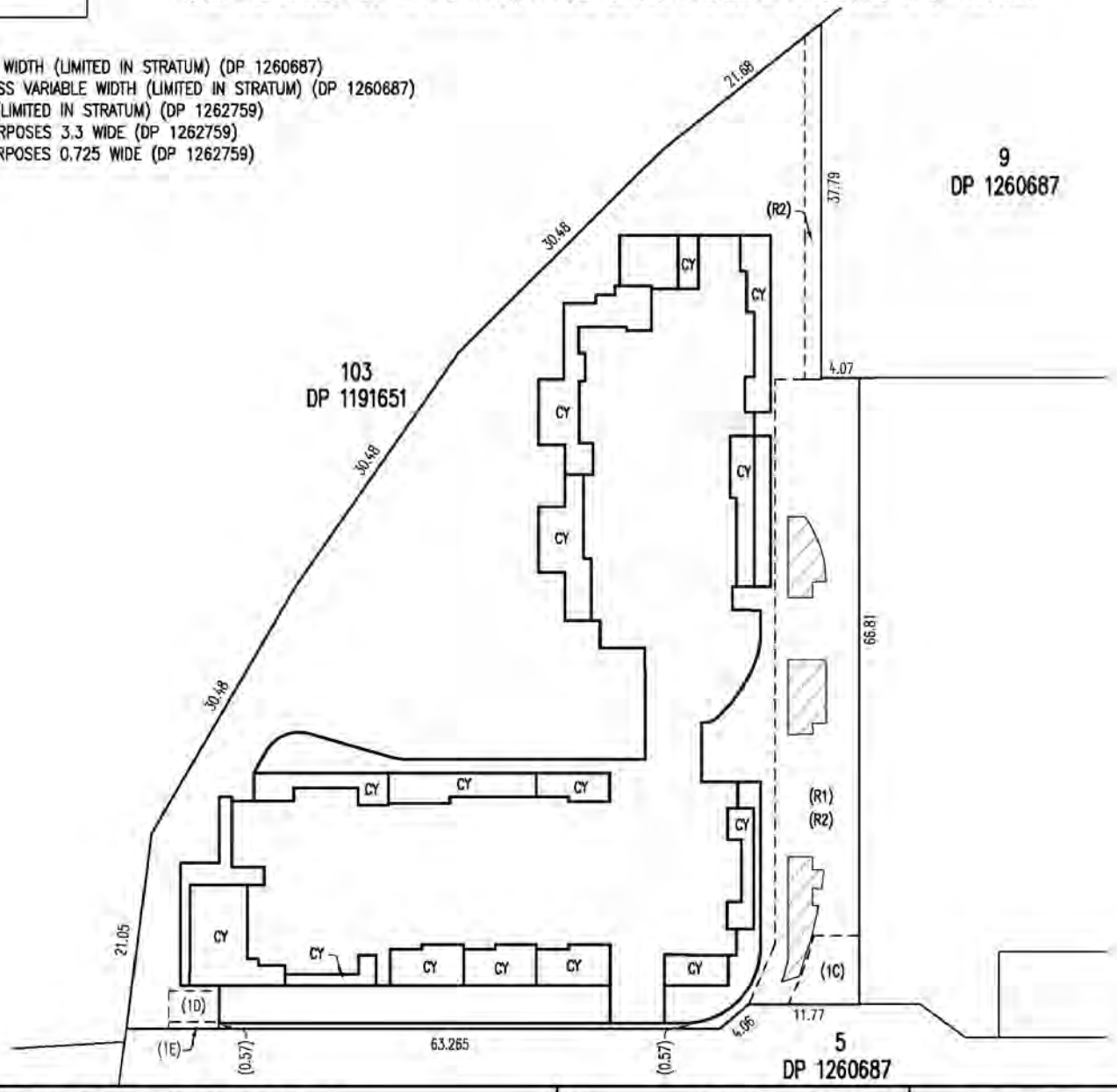
No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

# LOCATION PLAN – GROUND LEVEL

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687

EASEMENTS
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(R2) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1260687)
(1C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP 1262759)
(1D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1262759)
(1E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE (DP 1262759)

CY – DENOTES COURTYARD




| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:500<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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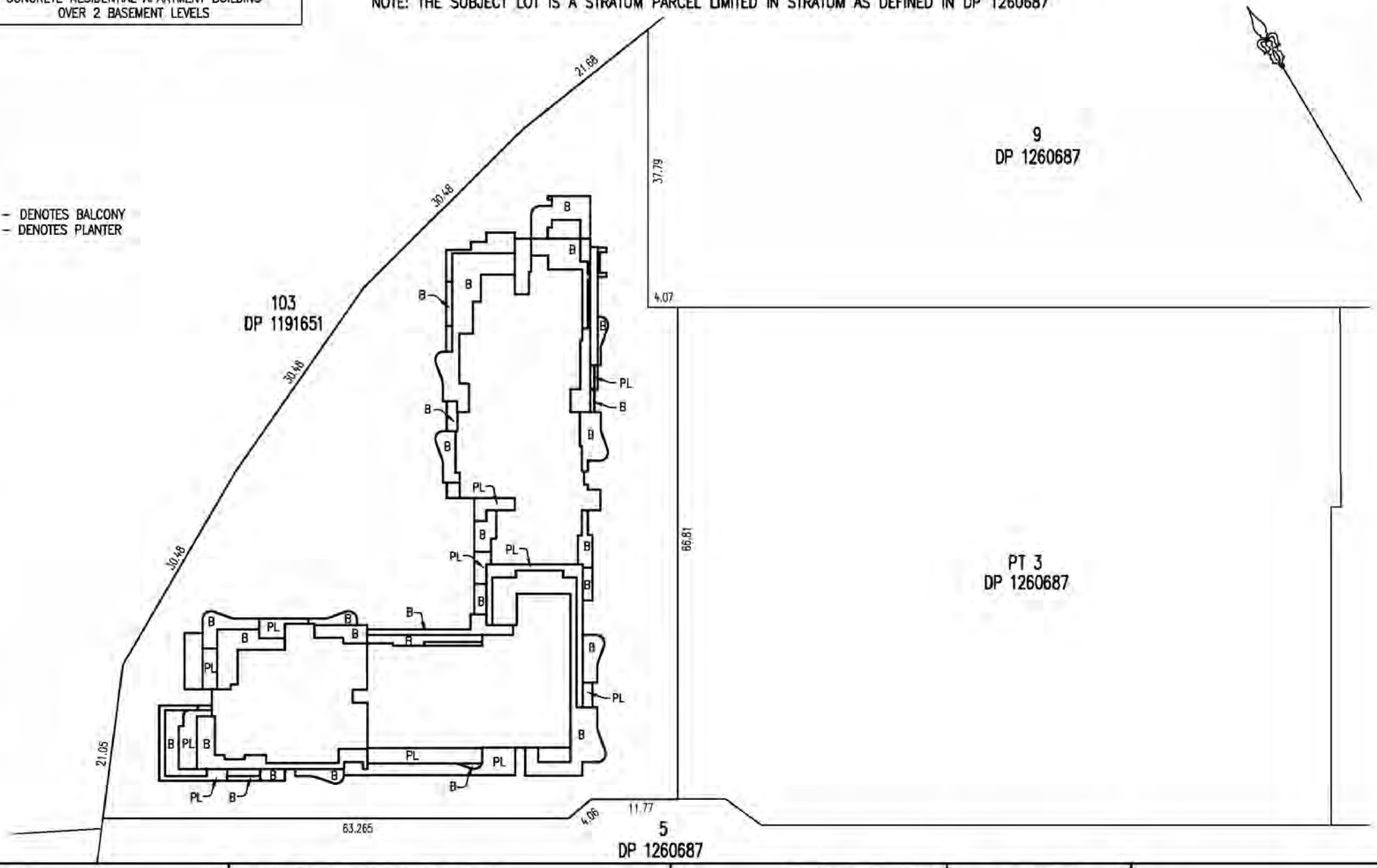
No. 29–33 CARTER STREET, 14 LEVEL GLASS AND CONCRETE RESIDENTIAL APARTMENT BUILDING OVER 2 BASEMENT LEVELS

# LOCATION PLAN – LEVEL 1 & ABOVE

NOTE: THE SUBJECT LOT IS A STRATUM PARCEL LIMITED IN STRATUM AS DEFINED IN DP 1260687




| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:500<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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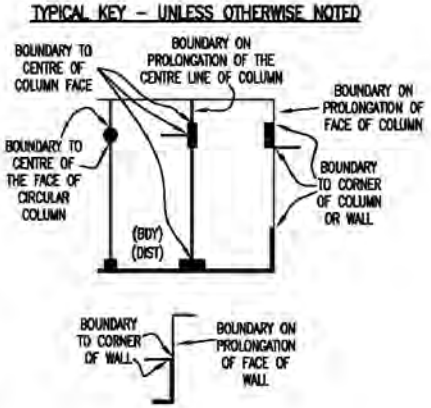
# BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES

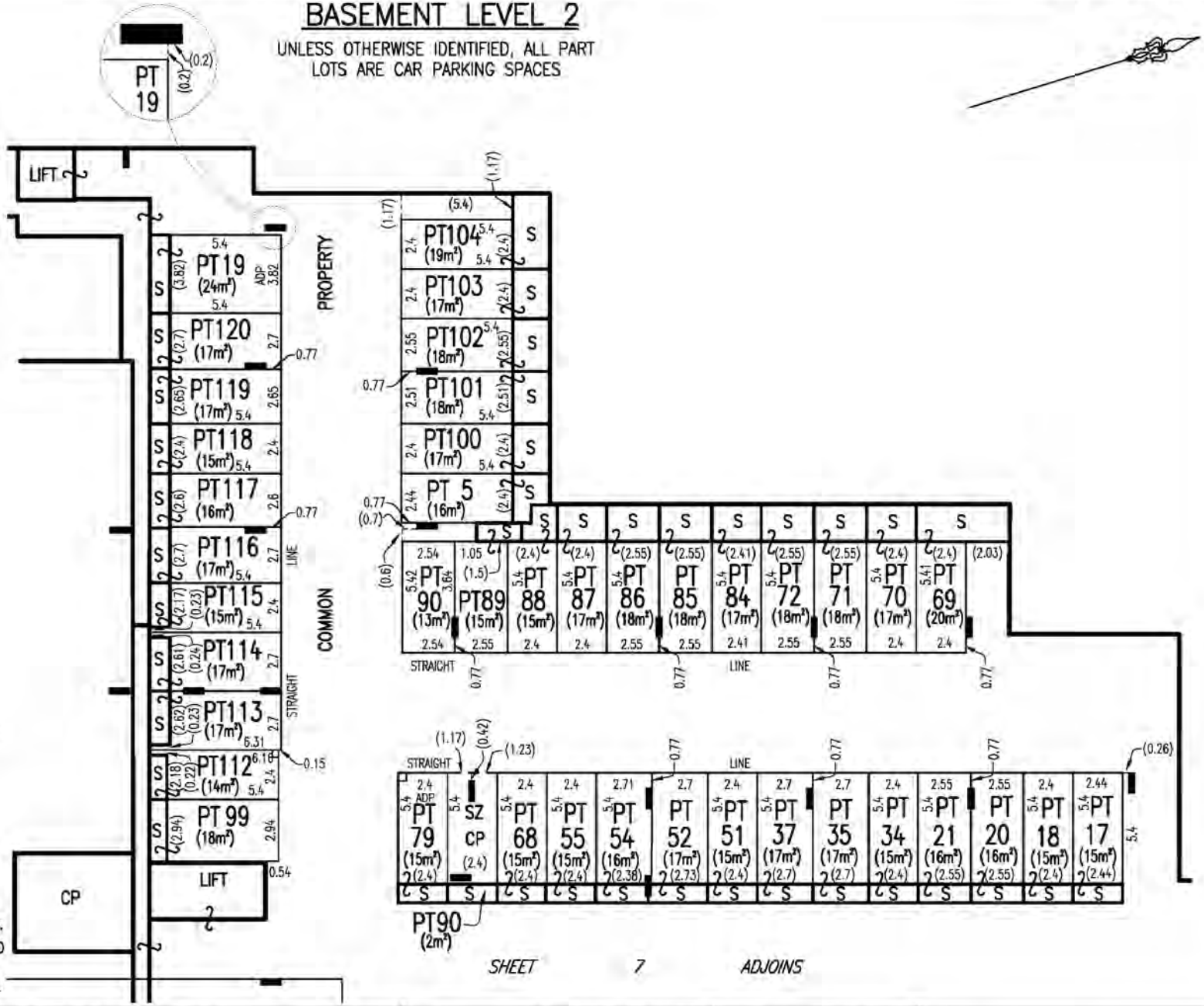



- ⌐ – DENOTES RIGHT ANGLE
- ADP – DENOTES ADAPTABLE UNIT CAR SPACE
- CP – DENOTES COMMON PROPERTY
- S – DENOTES STORAGE
- SZ – DENOTES SHARED ZONE WITHIN COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.




*SHEET 7 ADJOINS*

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:200<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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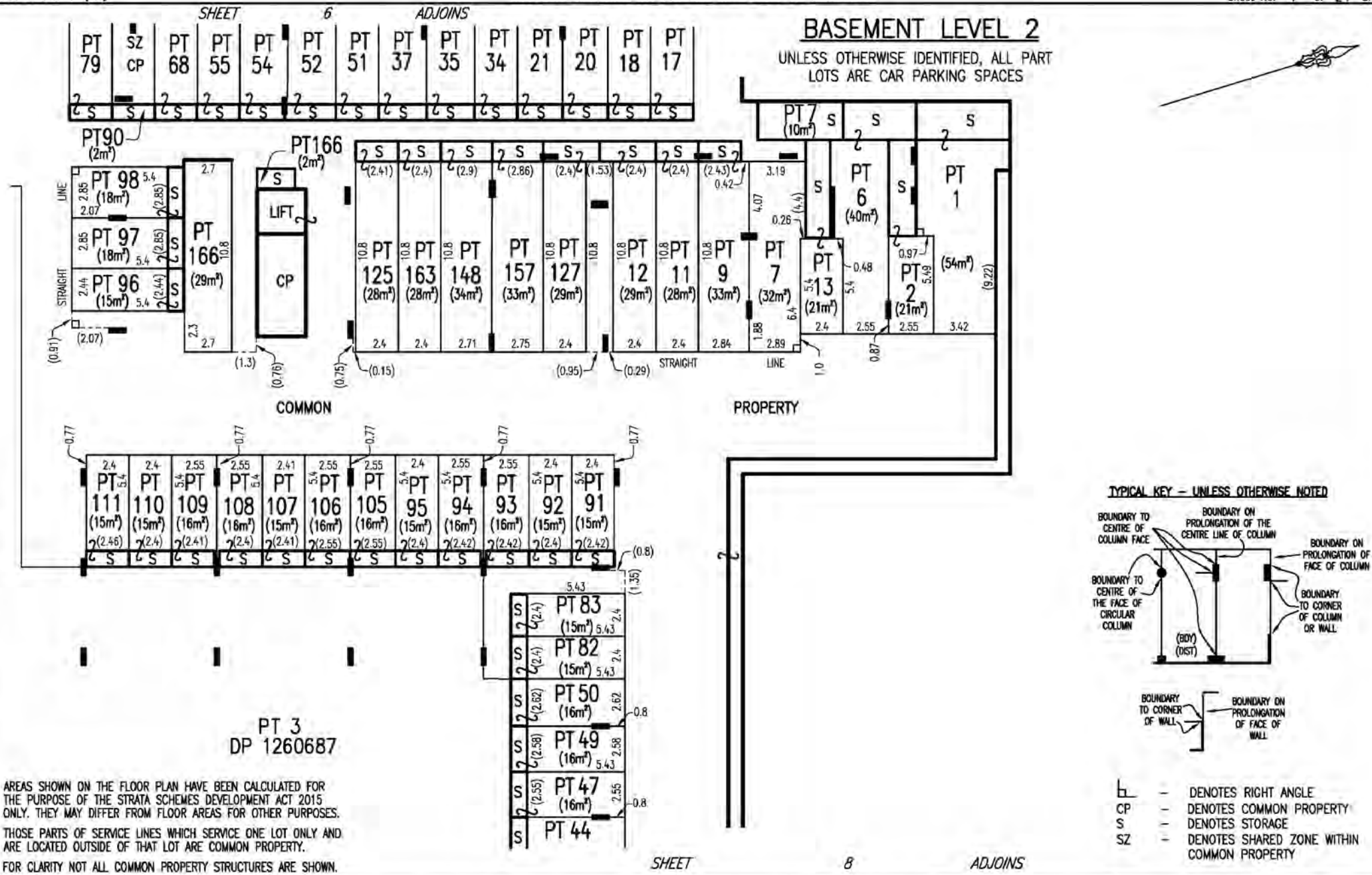
# BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES

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THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

TYPICAL KEY – UNLESS OTHERWISE NOTED




| | | |
|---|---|---|
| ⌐ | – | DENOTES RIGHT ANGLE |
| CP | – | DENOTES COMMON PROPERTY |
| S | – | DENOTES STORAGE |
| SZ | – | DENOTES SHARED ZONE WITHIN COMMON PROPERTY |

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:200<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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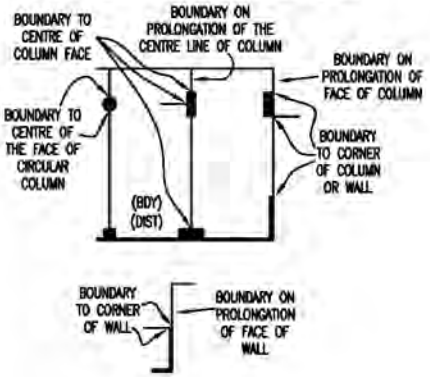
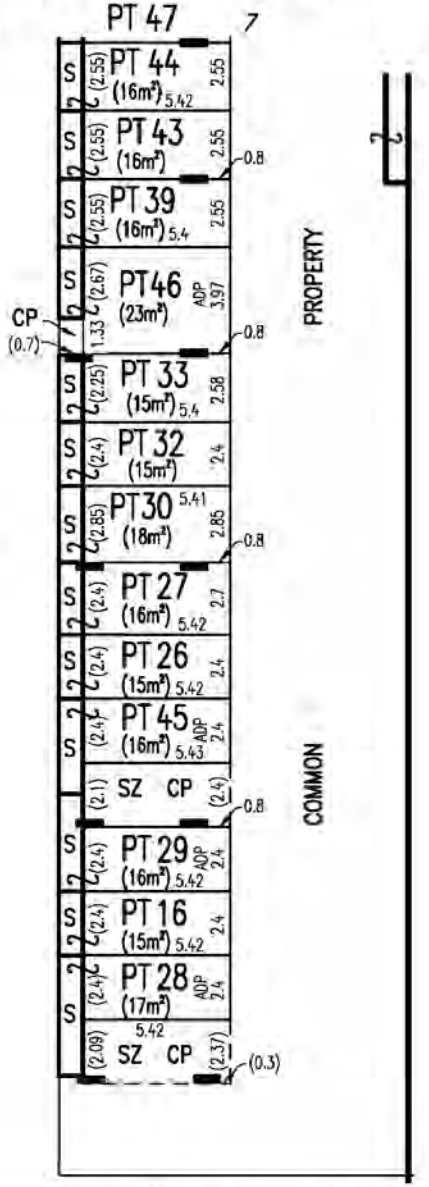
# BASEMENT LEVEL 2

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES

TYPICAL KEY – UNLESS OTHERWISE NOTED




PT 3
DP 1260687

ADP – DENOTES ADAPTABLE UNIT CAR SPACE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
SZ – DENOTES SHARED ZONE WITHIN COMMON PROPERTY

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:200<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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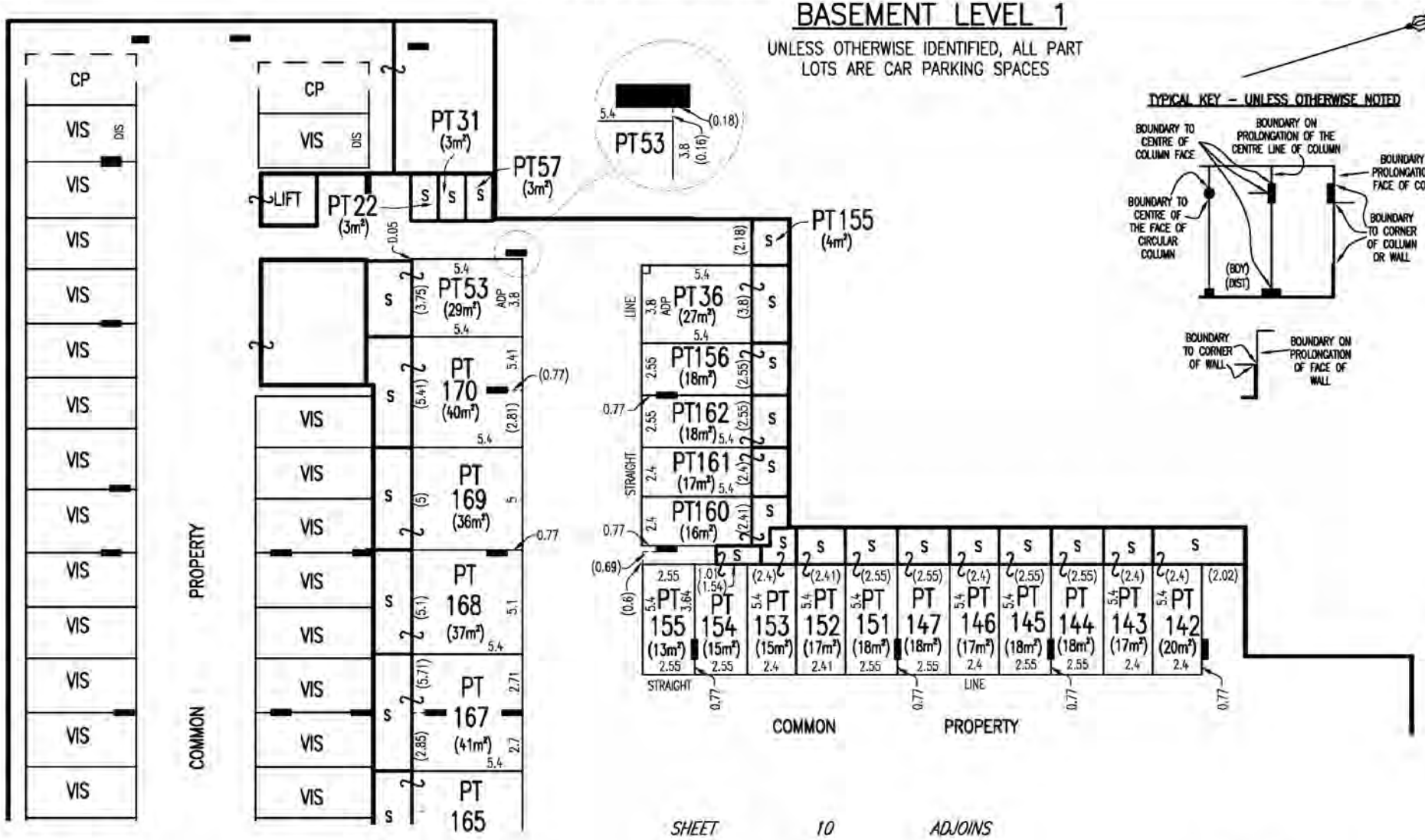
# BASEMENT LEVEL 1

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES




TYPICAL KEY – UNLESS OTHERWISE NOTED




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

⌐ – DENOTES RIGHT ANGLE
ADP – DENOTES ADAPTABLE UNIT CAR SPACE
CP – DENOTES COMMON PROPERTY
S – DENOTES STORAGE
VIS – DENOTES VISITOR PARKING WITHIN COMMON PROPERTY
DIS – DENOTES DISABLED VISITOR PARKING SITE

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:200<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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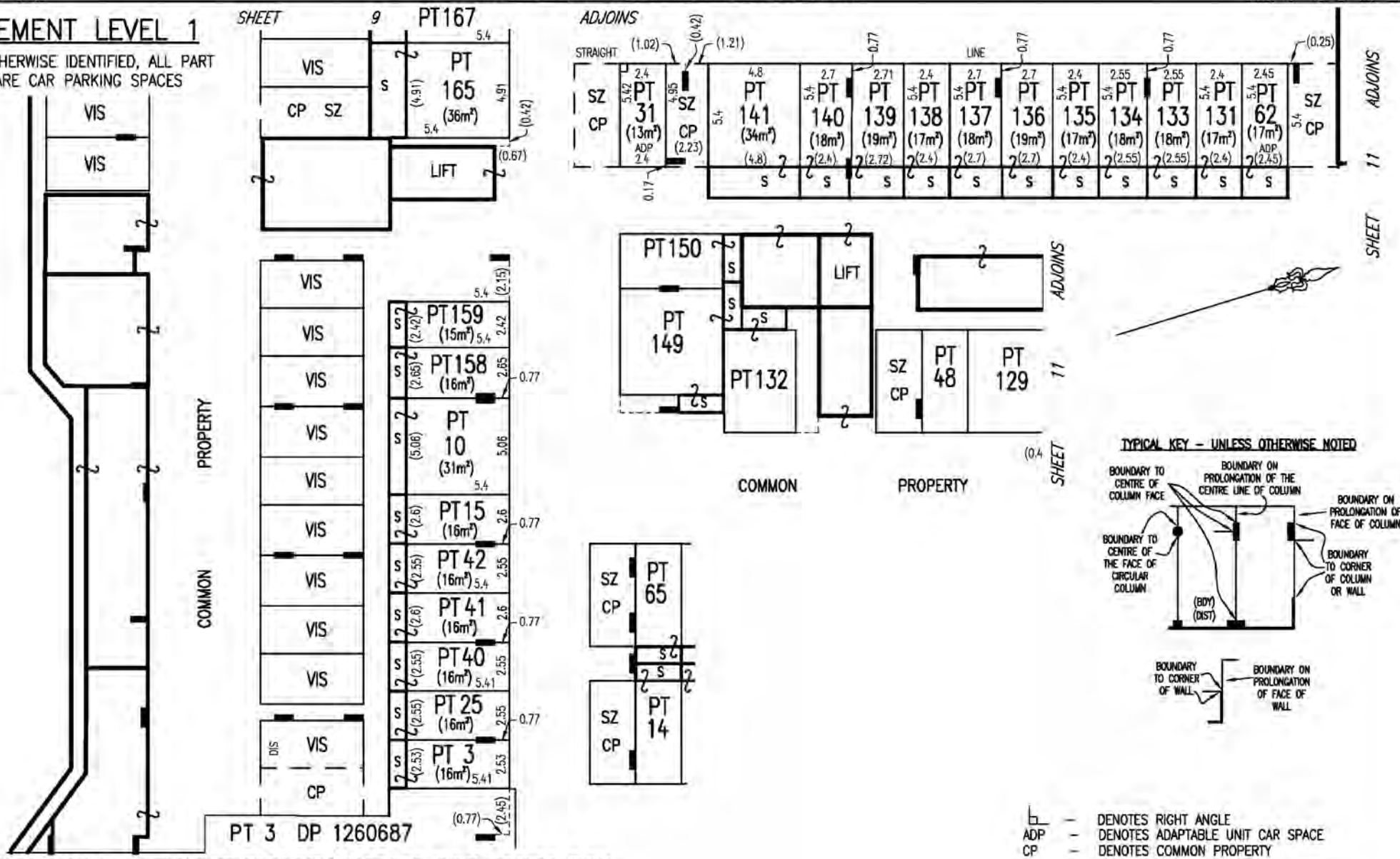
# BASEMENT LEVEL 1

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES

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TYPICAL KEY – UNLESS OTHERWISE NOTED




| | | |
|---|---|---|
| ⌐ | – | DENOTES RIGHT ANGLE |
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| CP | – | DENOTES COMMON PROPERTY |
| S | – | DENOTES STORAGE |
| SZ | – | DENOTES SHARED ZONE WITHIN COMMON PROPERTY |
| VIS | – | DENOTES VISITOR PARKING WITHIN COMMON PROPERTY |
| DIS | – | DENOTES DISABLED VISITOR PARKING SPACE |

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:200<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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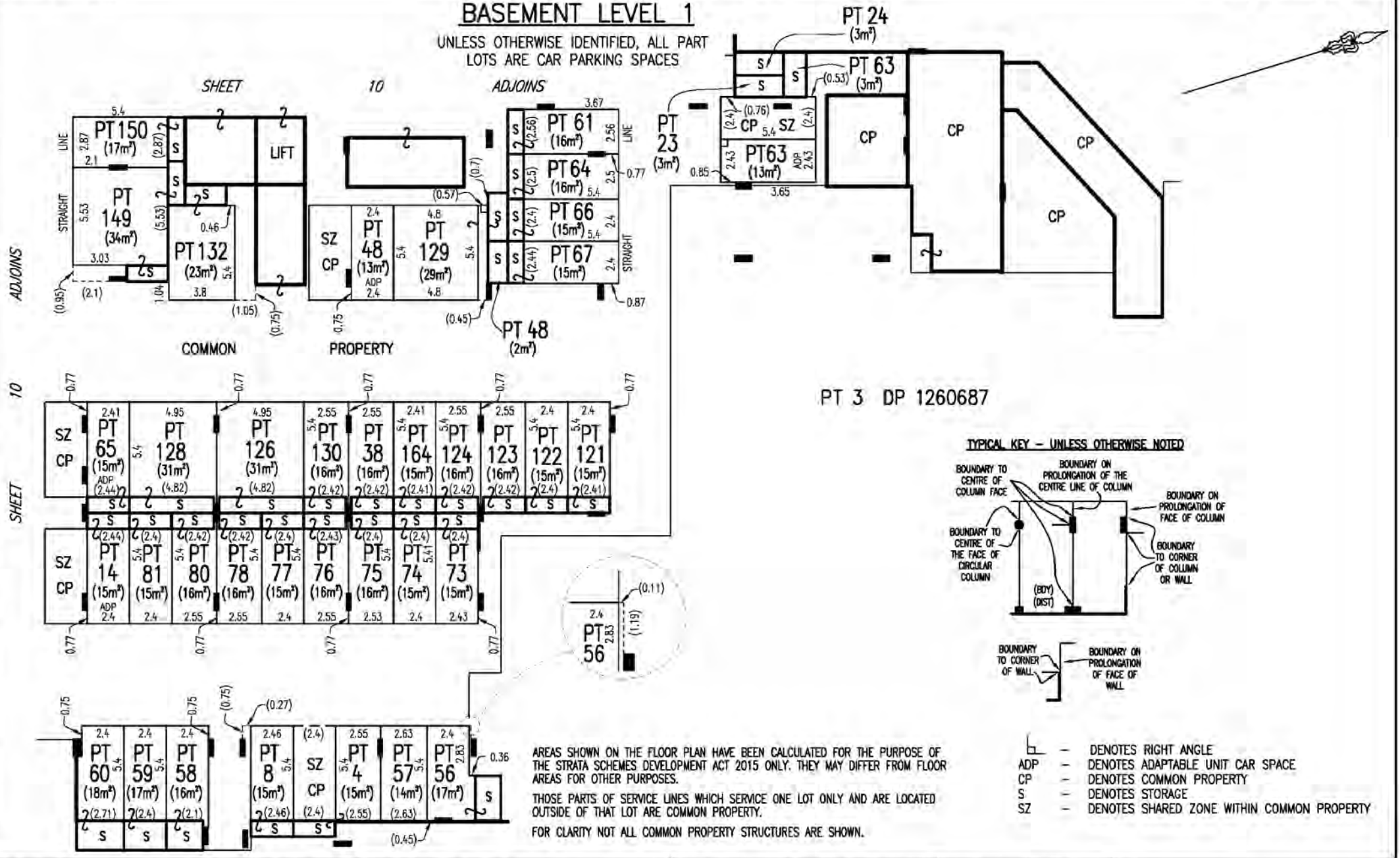
# BASEMENT LEVEL 1

UNLESS OTHERWISE IDENTIFIED, ALL PART LOTS ARE CAR PARKING SPACES




## TYPICAL KEY – UNLESS OTHERWISE NOTED




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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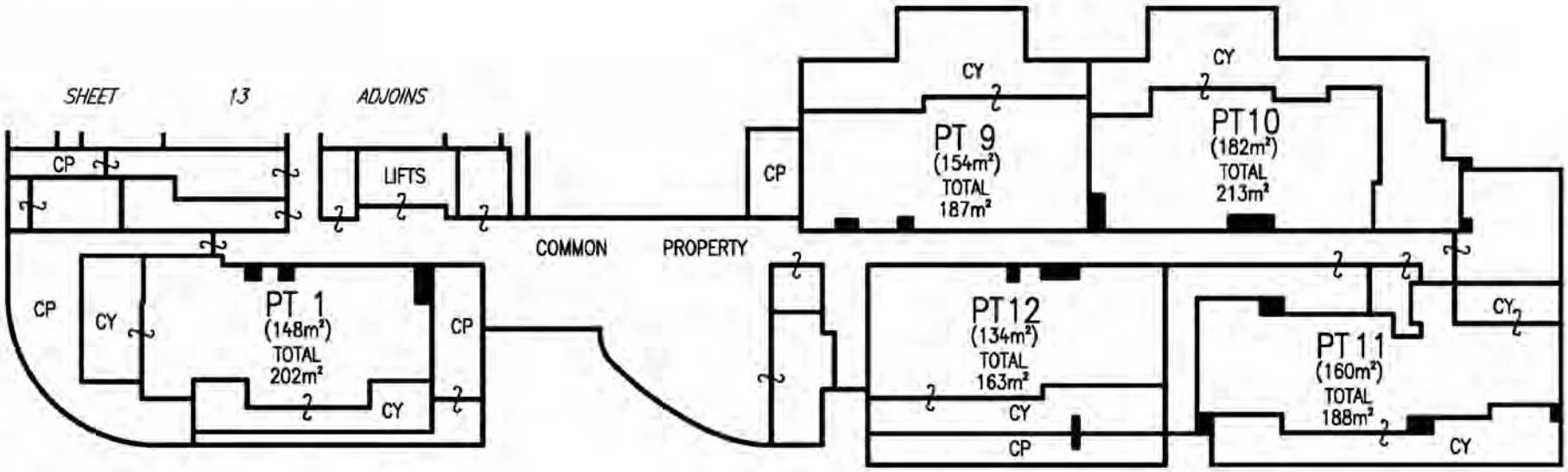
| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:200<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT09-11 BASE1.dwg

Req:R928322 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:38 /Seq:11 of 30 ©

# GROUND LEVEL

- THE STRATUM OF THE COURTYARDS, WHERE NOT COVERED BY LEVEL 1, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY
CY – DENOTES TILED COURTYARD

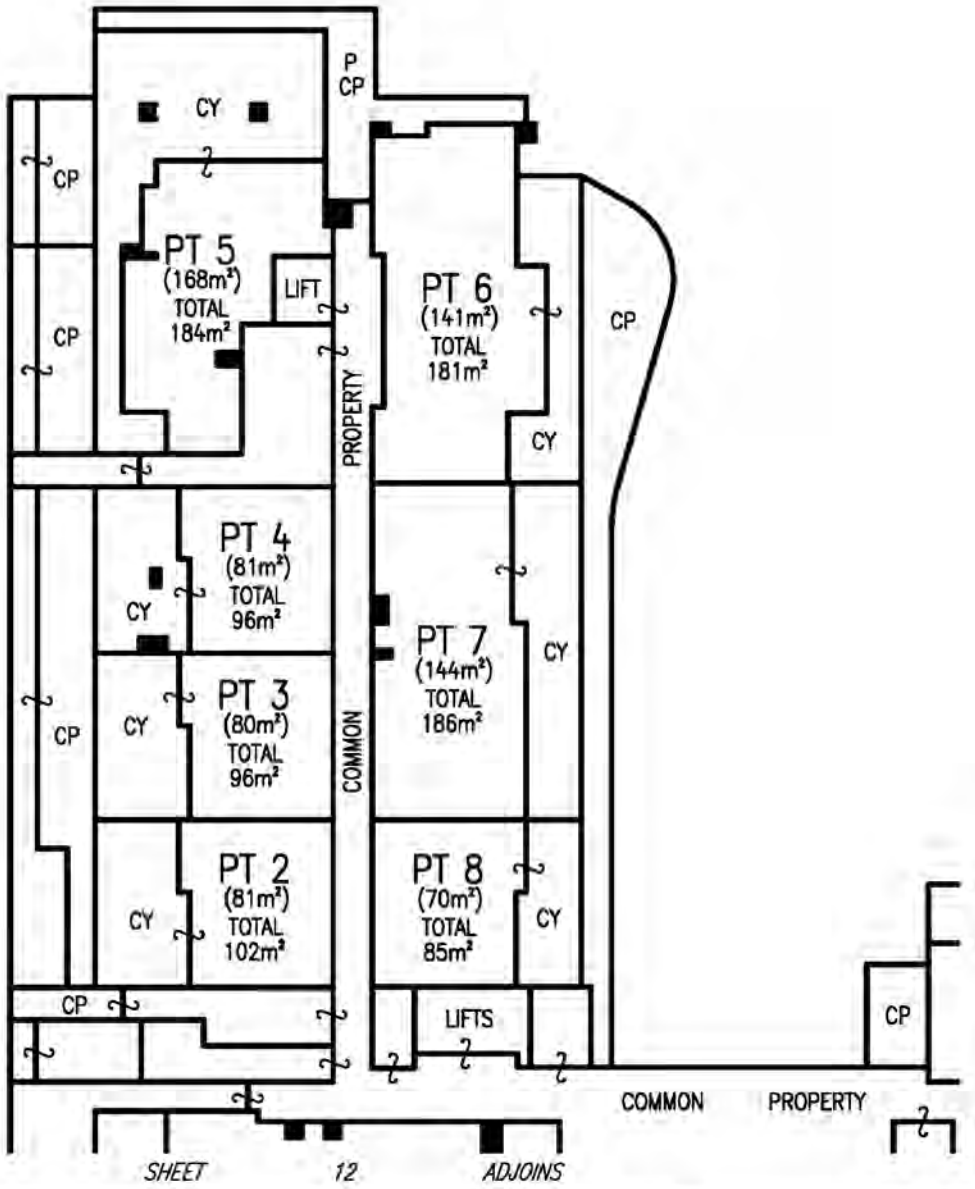
| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT12&SHT13 GRD.dwg

Req:R928322 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:38 /Seq:12 of 30
©

# GROUND LEVEL

- THE STRATUM OF THE COURTYARDS, WHERE NOT COVERED BY LEVEL 1, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

CP – DENOTES COMMON PROPERTY
CY – DENOTES COURTYARD WITH TILED FLOOR
P – DENOTES PLANTER

| SURVEYOR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |
|---|---|---|---|---|
| Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | | | | |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT12&SHT13 GRD.dwg

Req:R928322 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:38 /Seq:13 of 30
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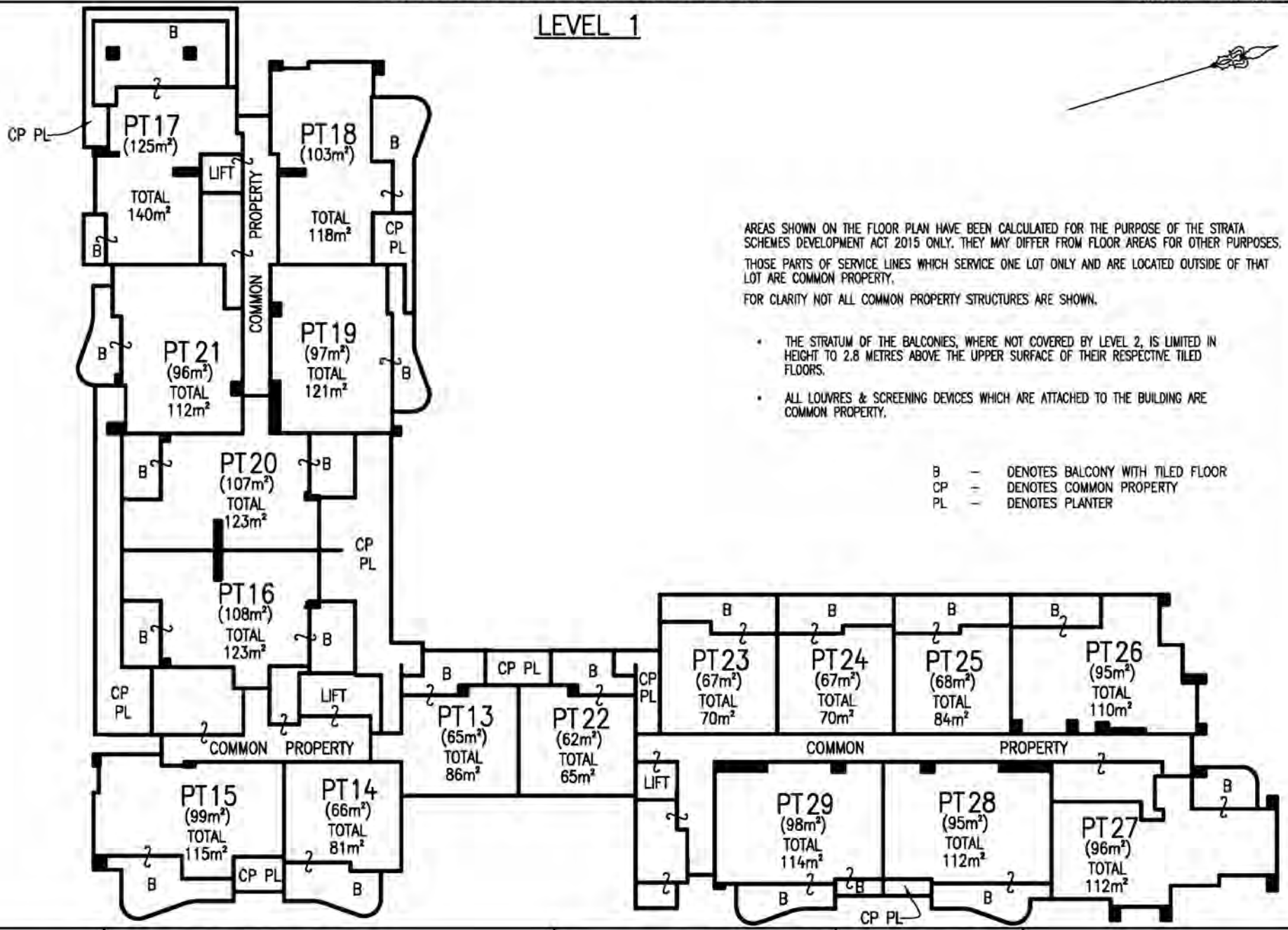
# LEVEL 1




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES, WHERE NOT COVERED BY LEVEL 2, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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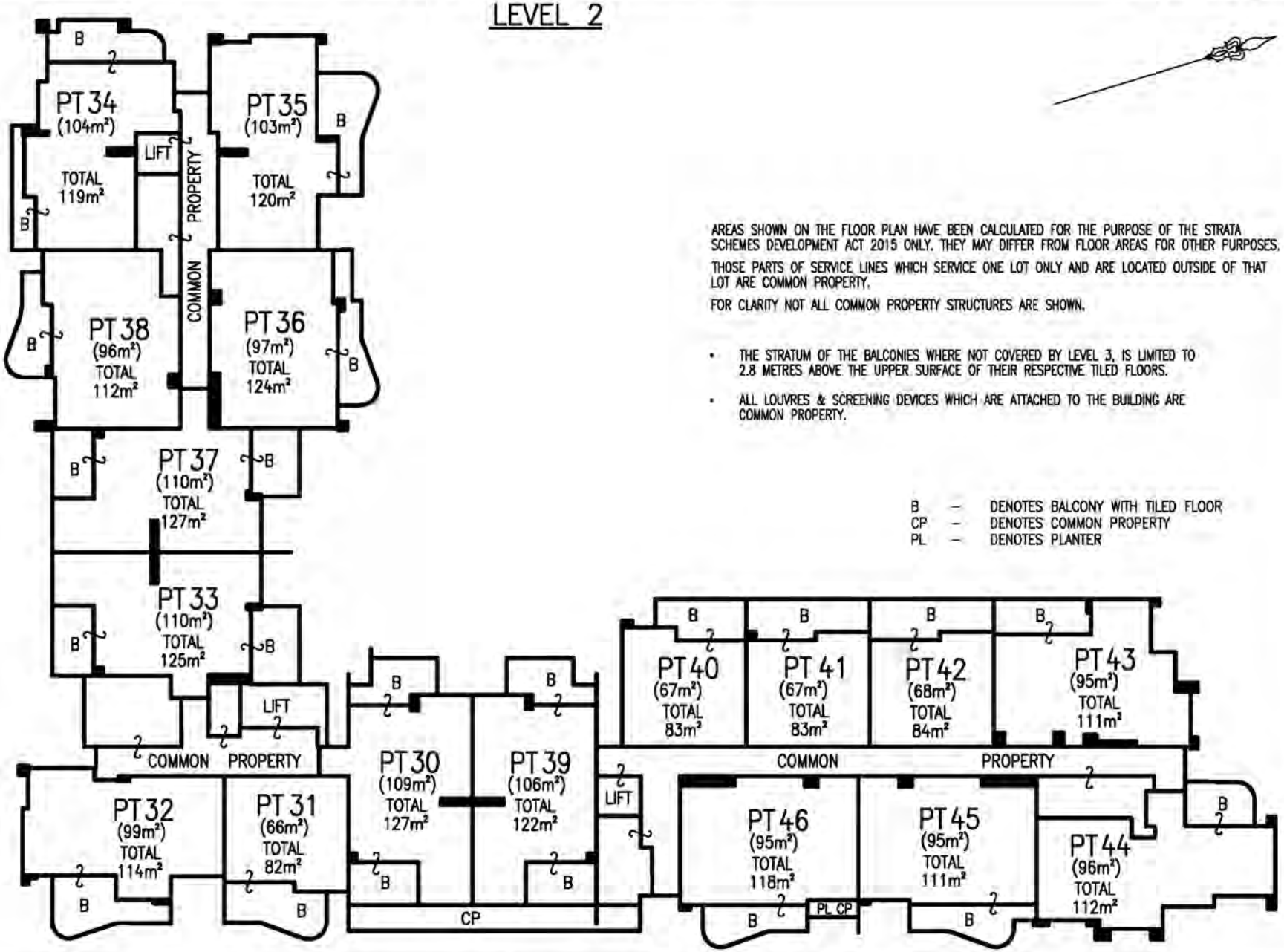
# LEVEL 2




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 3, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT15 L02.dwg

Req:R928322 /Doc:SP 0101327 P /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:38 /Seq:15 of 30
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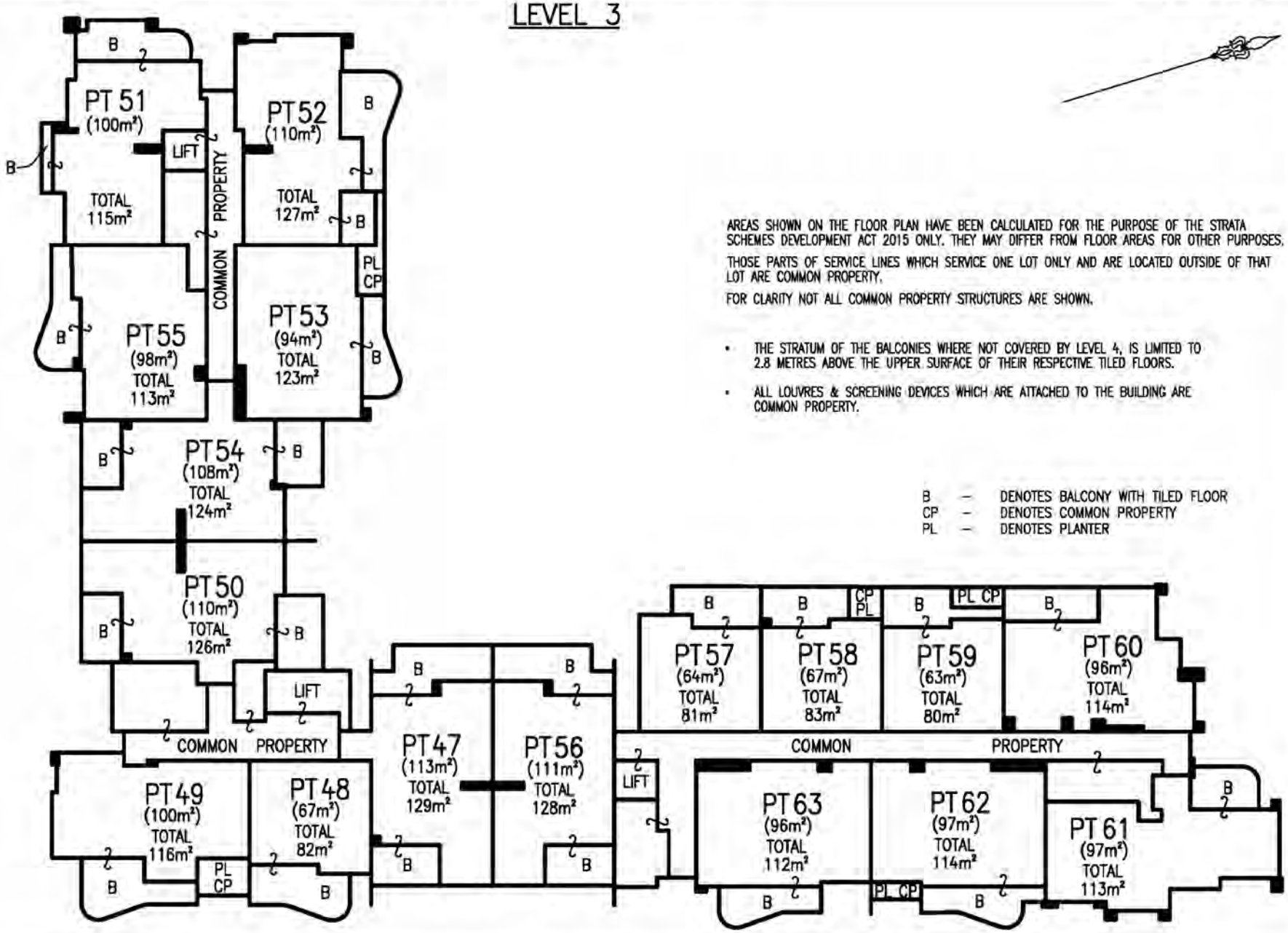
# LEVEL 3




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 4, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B — DENOTES BALCONY WITH TILED FLOOR
CP — DENOTES COMMON PROPERTY
PL — DENOTES PLANTER

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT16 L03.dwg

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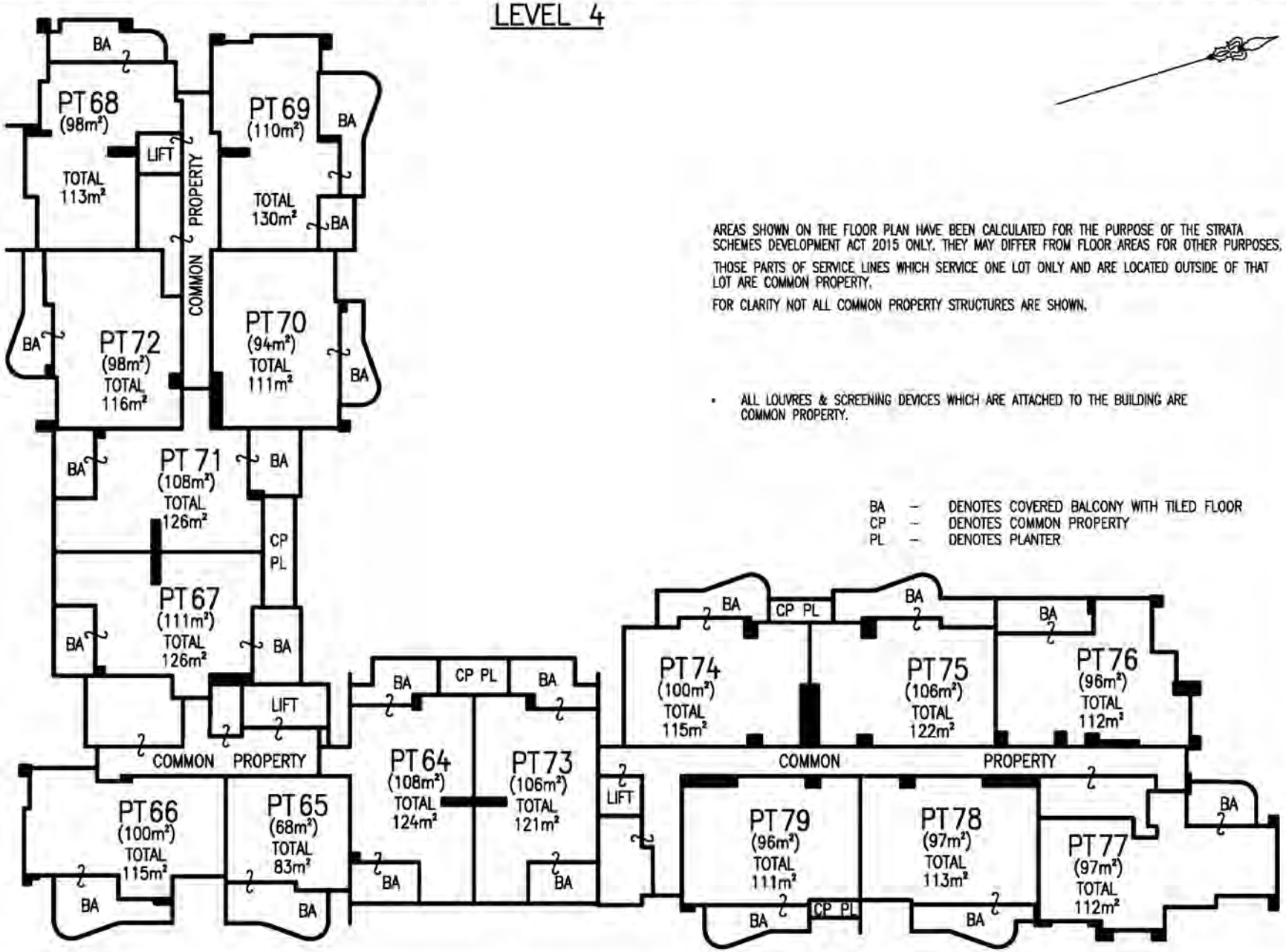
# LEVEL 4




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

BA – DENOTES COVERED BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP–AR–SHT17 L04.dwg

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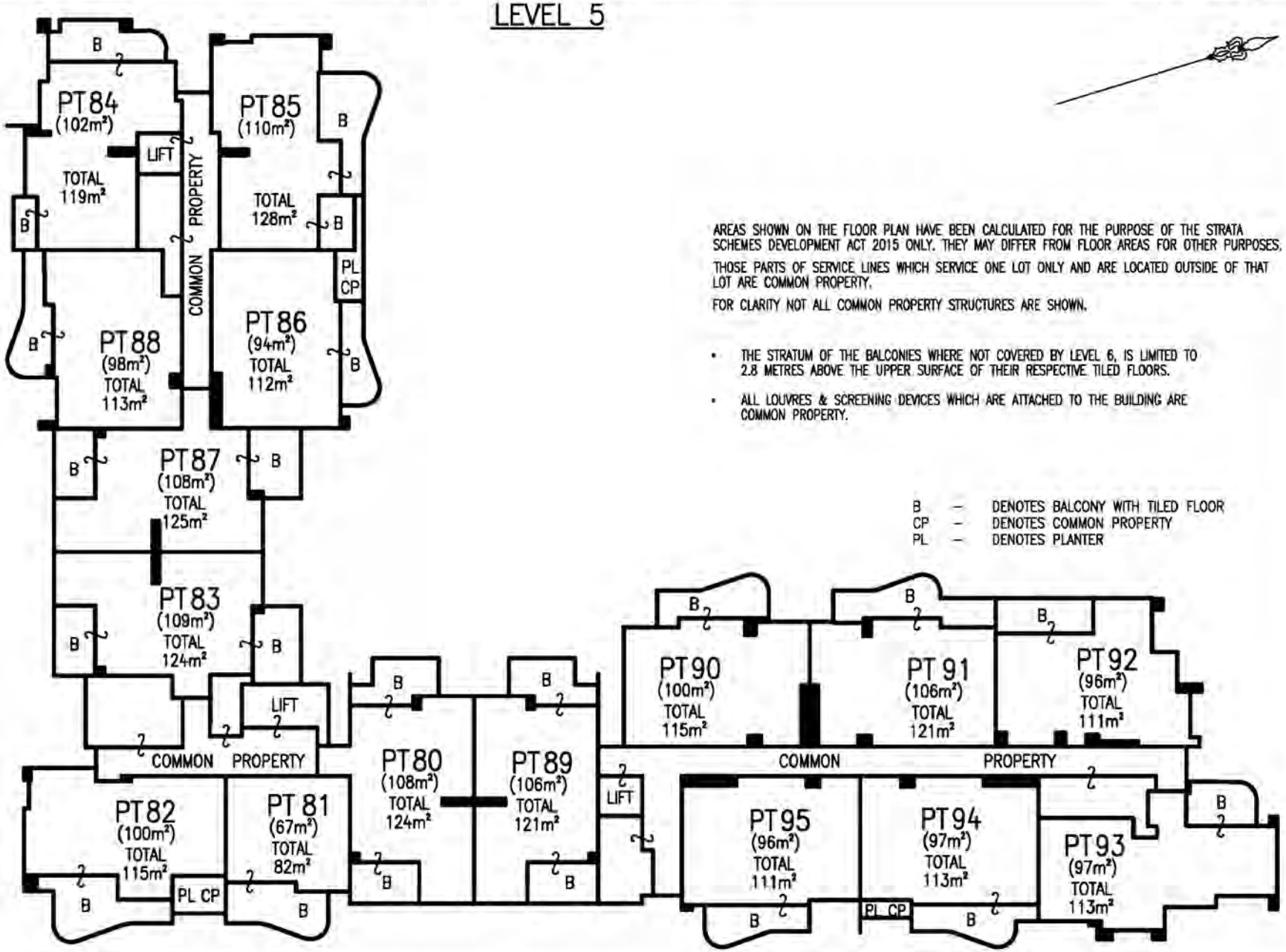
# LEVEL 5




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 6, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B — DENOTES BALCONY WITH TILED FLOOR
CP — DENOTES COMMON PROPERTY
PL — DENOTES PLANTER

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT18 L05.dwg

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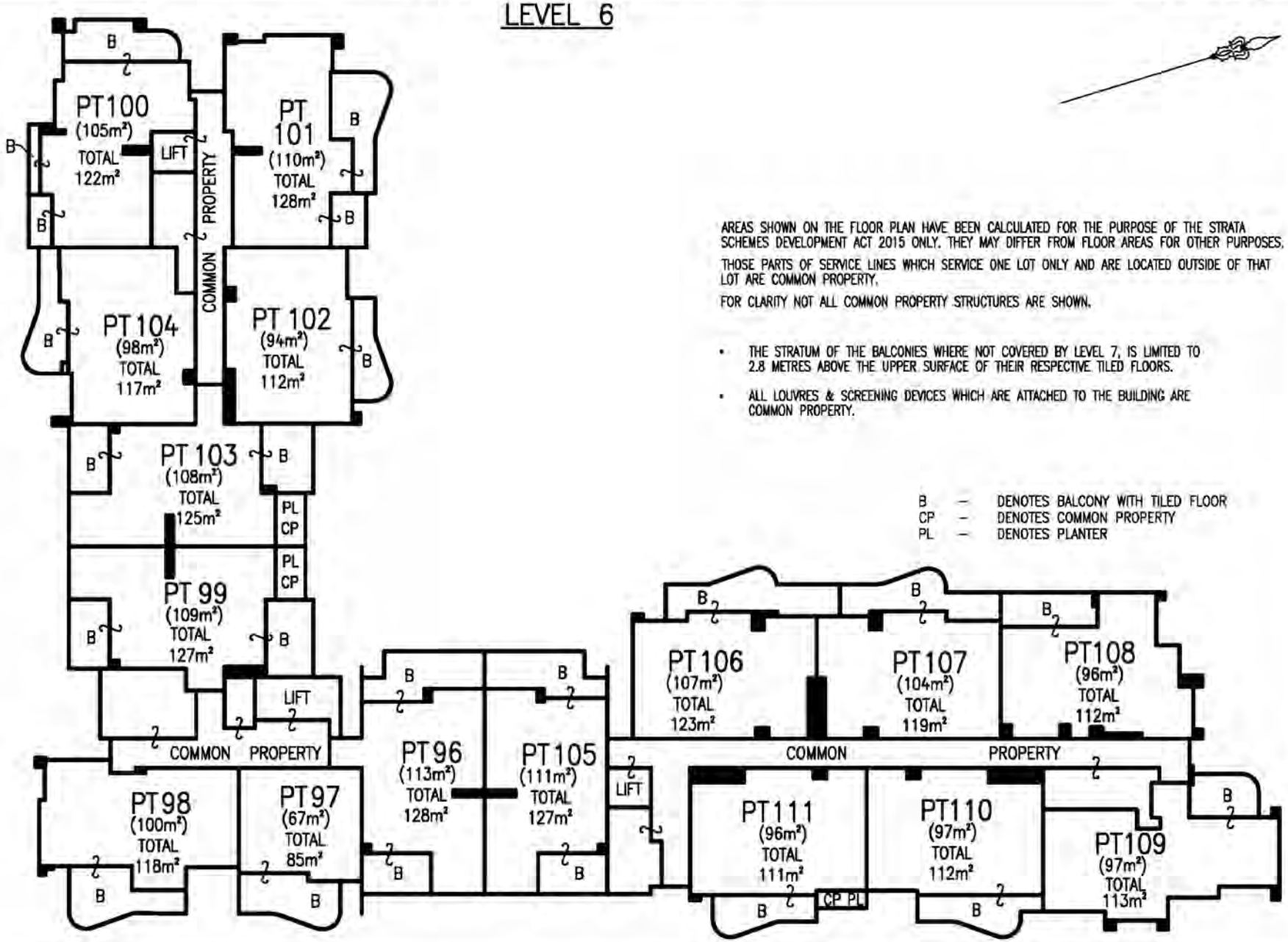
# LEVEL 6

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THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 7, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B — DENOTES BALCONY WITH TILED FLOOR
CP — DENOTES COMMON PROPERTY
PL — DENOTES PLANTER

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT19 L06.dwg

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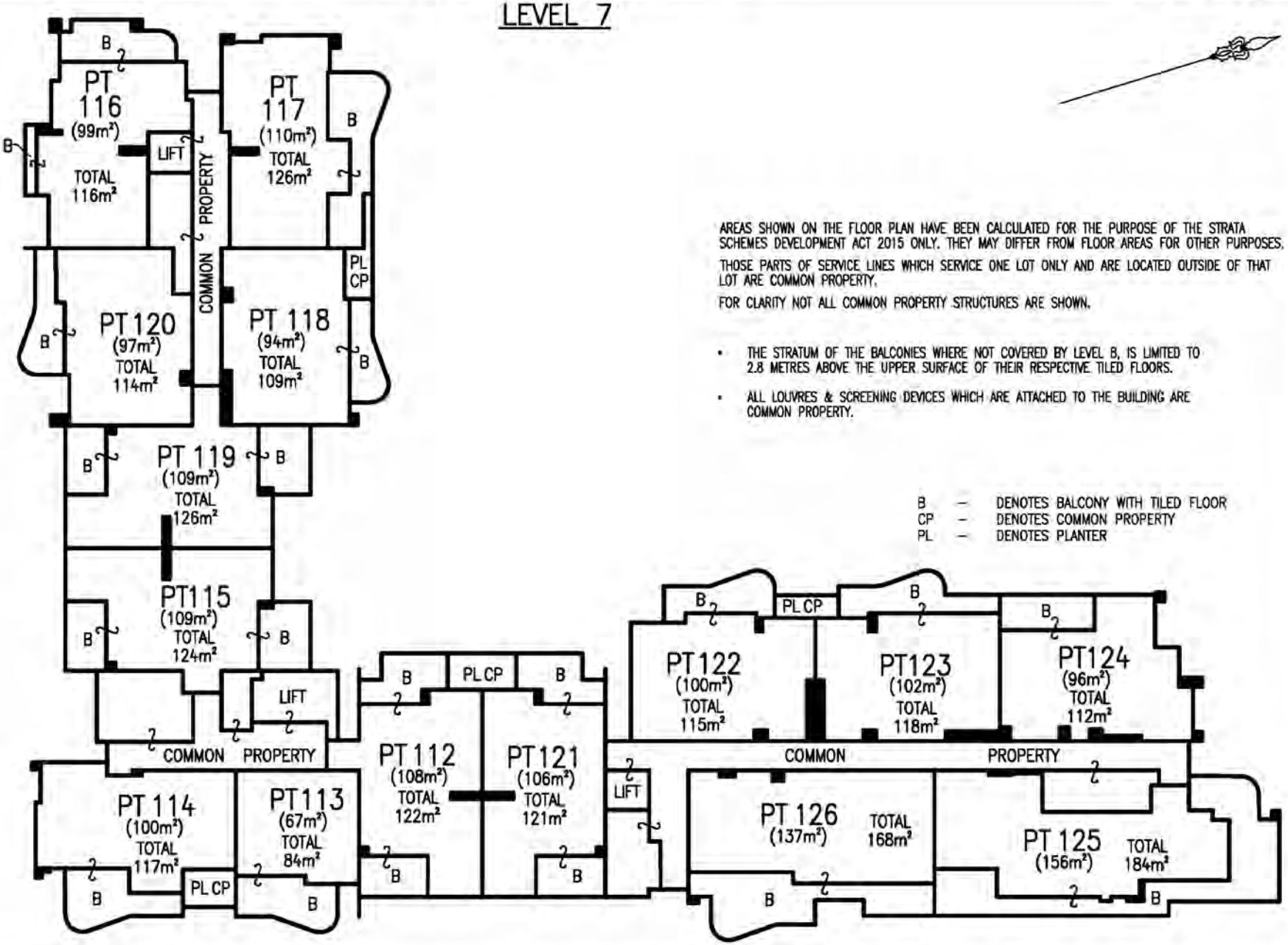
# LEVEL 7




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 8, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B — DENOTES BALCONY WITH TILED FLOOR
CP — DENOTES COMMON PROPERTY
PL — DENOTES PLANTER

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

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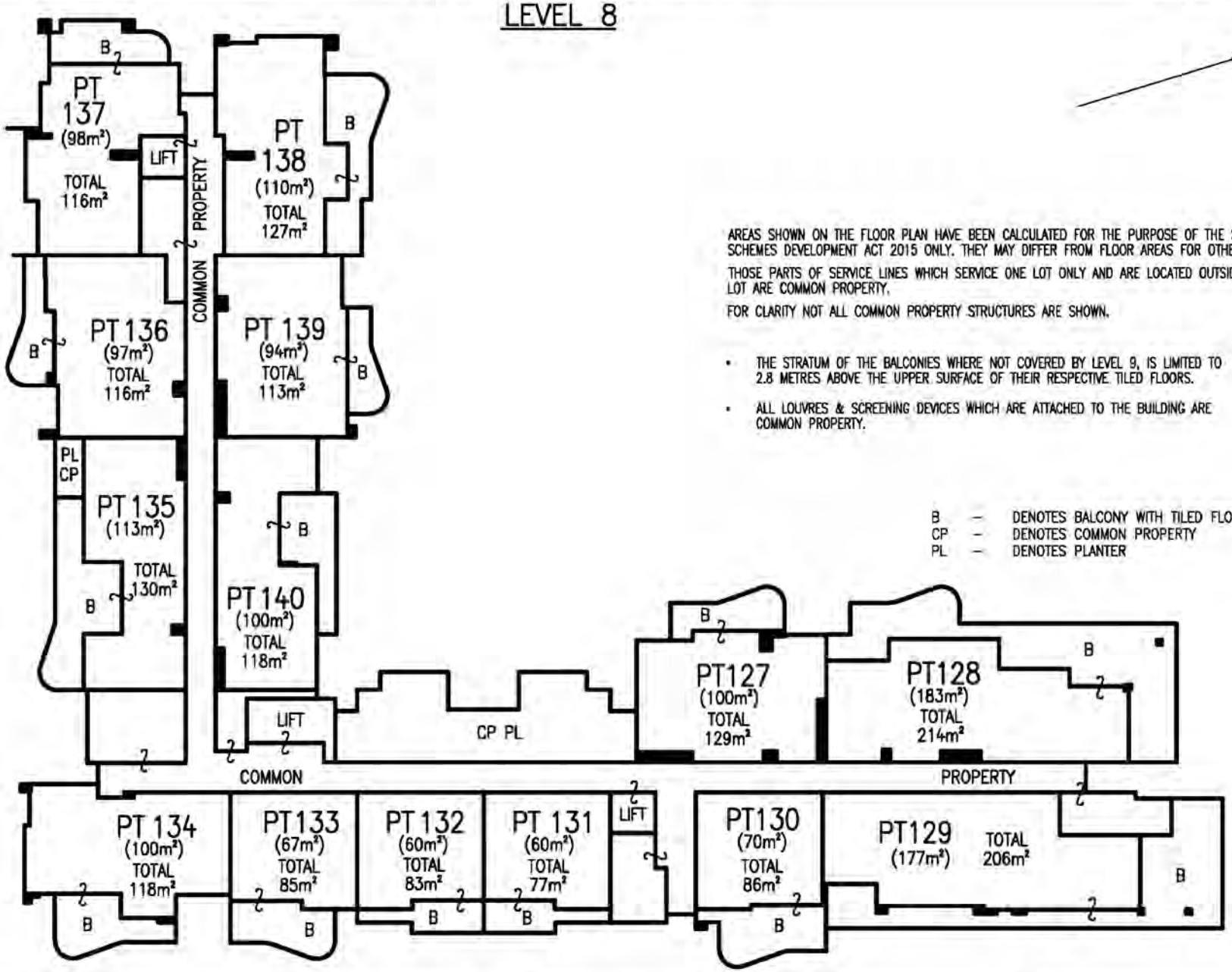
V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT20 L07.dwg

# LEVEL 8




AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- THE STRATUM OF THE BALCONIES WHERE NOT COVERED BY LEVEL 9, IS LIMITED TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

B — DENOTES BALCONY WITH TILED FLOOR
CP — DENOTES COMMON PROPERTY
PL — DENOTES PLANTER

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT21 L08.dwg

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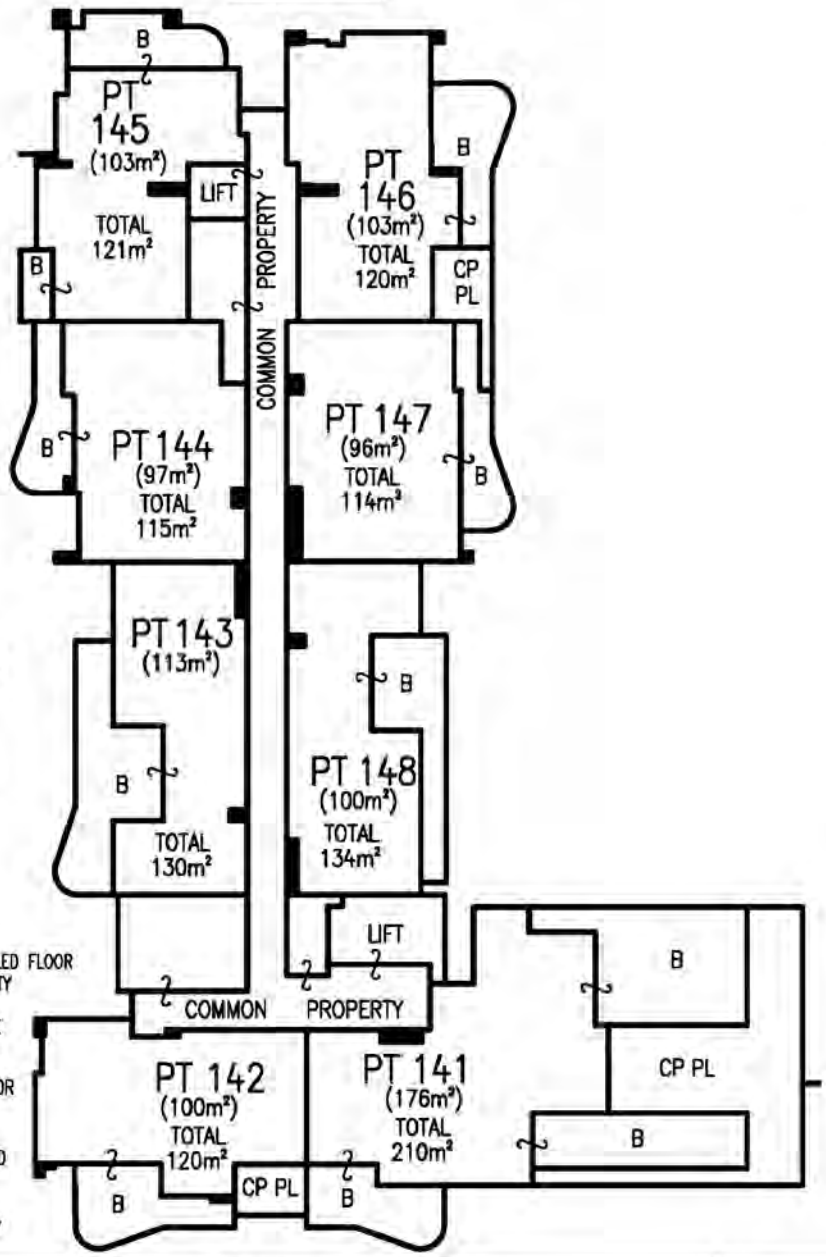
## LEVEL 9




- THE STRATUM OF THE LEVEL 9 BALCONIES, WHERE NOT COVERED BY LEVEL 10, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

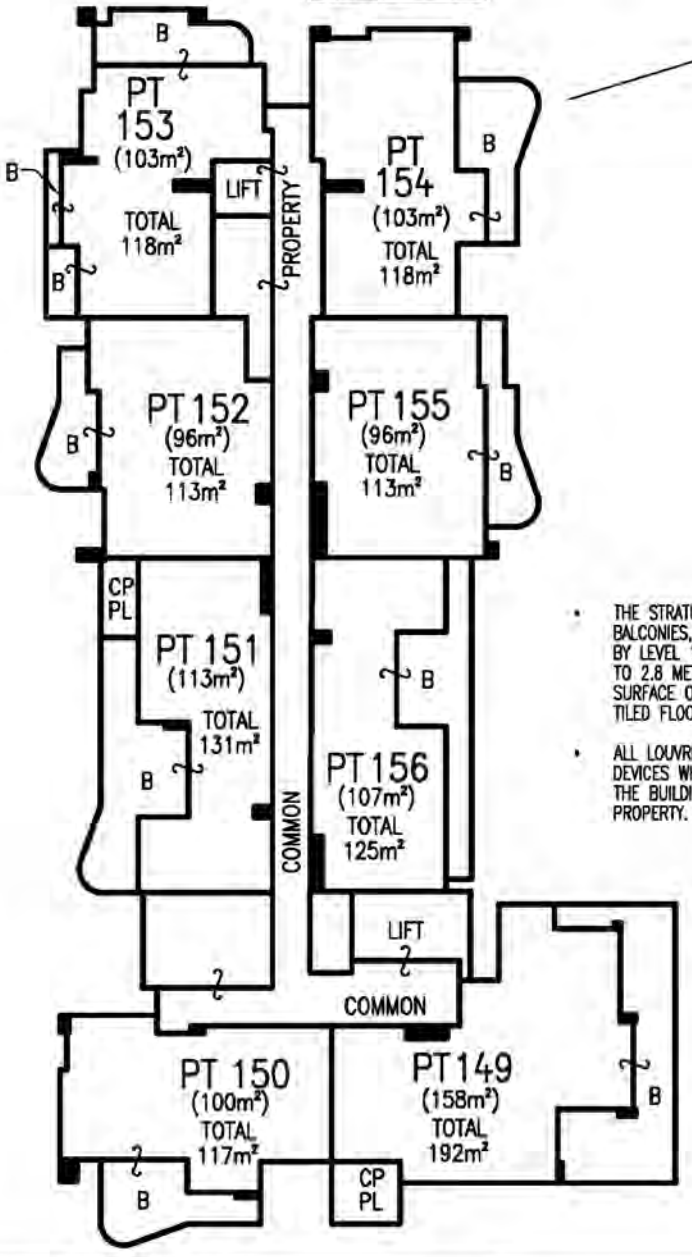
PL – DENOTES PLANTER
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

## LEVEL 10




- THE STRATUM OF THE LEVEL 10 BALCONIES, WHERE NOT COVERED BY LEVEL 11, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT22 L09-L10.dwg

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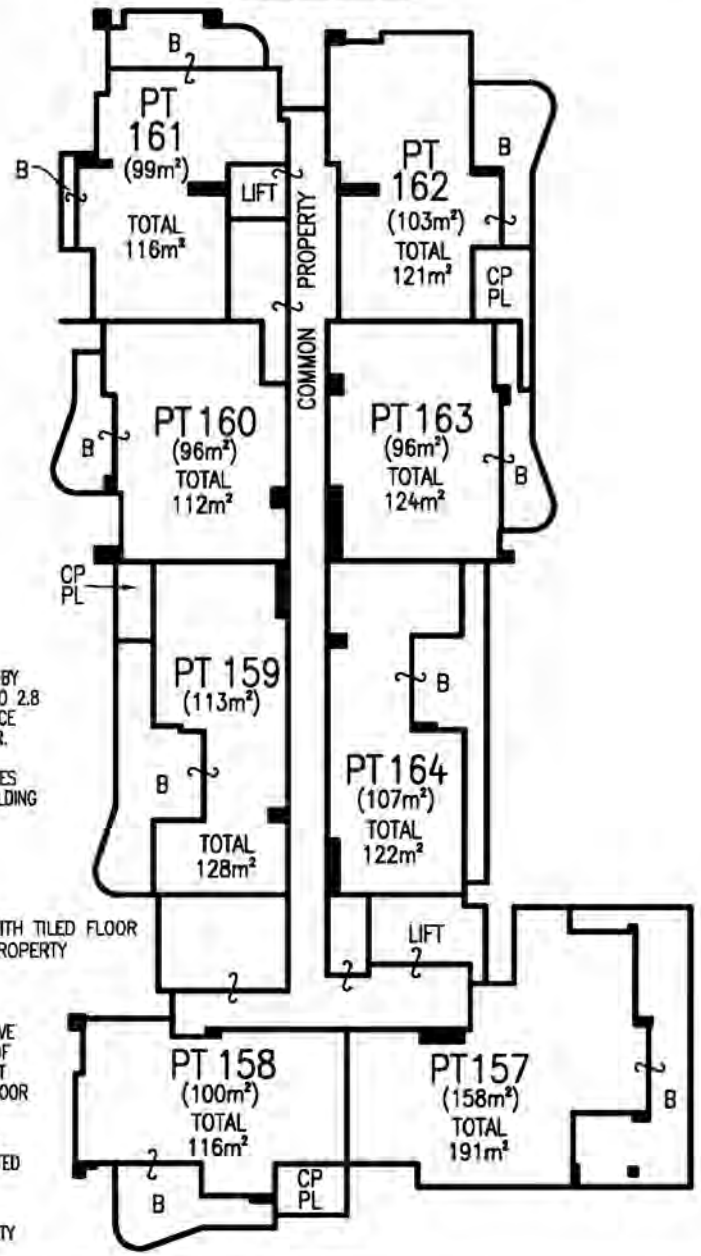
## LEVEL 11




- THE STRATUM OF THE LEVEL 11 BALCONIES, WHERE NOT COVERED BY LEVEL 12, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

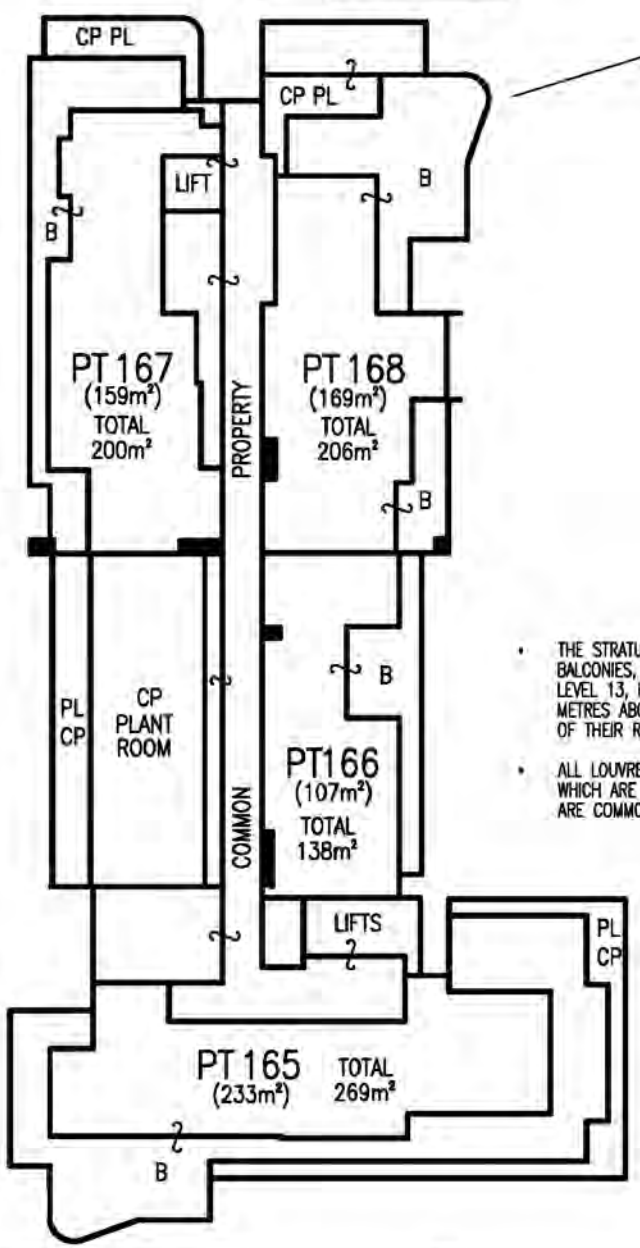
B – DENOTES BALCONY WITH TILED FLOOR
CP – DENOTES COMMON PROPERTY
PL – DENOTES PLANTER

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

## LEVEL 12

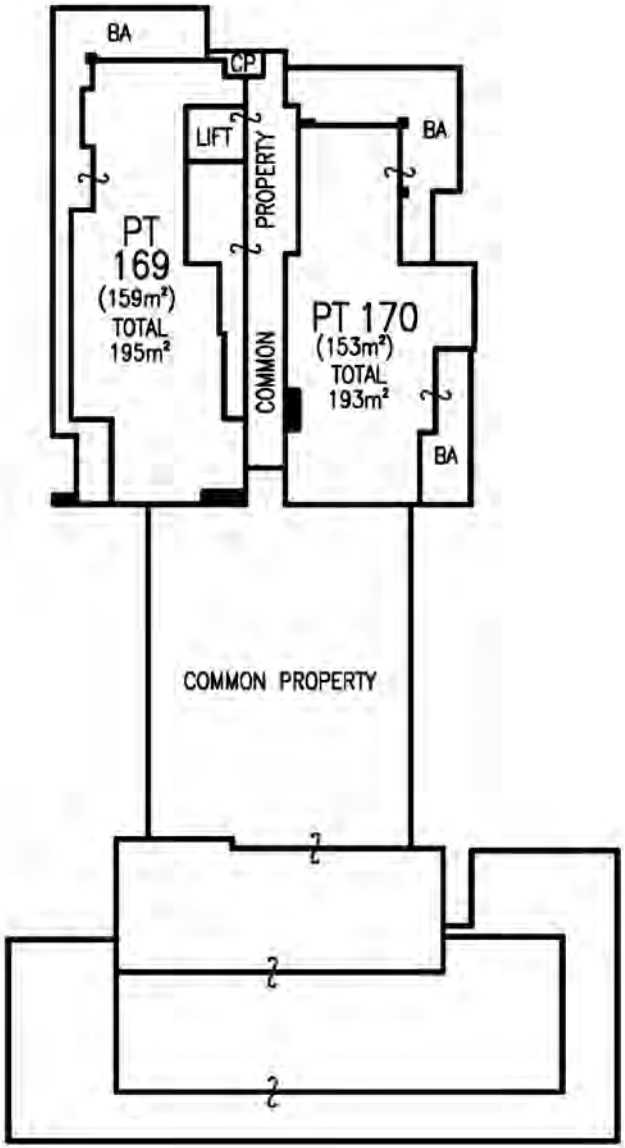



- THE STRATUM OF THE LEVEL 12 BALCONIES, WHERE NOT COVERED BY LEVEL 13, IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR.
- ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP–AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT23 L11-L12.dwg

# LEVEL 13




* ALL LOUVRES & SCREENING DEVICES WHICH ARE ATTACHED TO THE BUILDING ARE COMMON PROPERTY.

BA — DENOTES COVERED BALCONY WITH TILED FLOOR
CP — DENOTES COMMON PROPERTY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 22/04/2020<br>Reference: 160826 3A SP-AR | PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>05/11/2020 | SP101327 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-SHT24 L13.dwg

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ePlan

| SP FORM 3.01 | STRATA PLAN ADMINISTRATION SHEET | Sheet 1 of 6 sheet(s) |
|---|---|---|

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# SP101327

CITY OF

PLAN OF SUBDIVISION OF LOT 2 IN DP 1260687

LGA: PARRAMATTA
Locality: LIDCOMBE
Parish: CONCORD
County: CUMBERLAND

This is a *FREEHOLD/*~~LEASEHOLD~~ Strata Scheme

Address for Service of Documents

3A
29-33 CARTER STREET
LIDCOMBE NSW 2141

Provide an Australian address including a postcode

The by-laws adopted for the scheme are:
~~*Model By-laws for residential schemes~~ together with:
Keeping of animals: Option *A/*B
Smoke penetration: Option *A/*B
(~~see Schedule 3 Strata Schemes~~ Management Regulation 2016)
* The strata by-laws lodged with the plan

**Surveyor's Certificate**

I, ADAM RICHARDSON,
of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010,
being a land surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the *Strata Schemes Development Act 2015* has been met.

~~*The building encroaches on:~~

~~*(a) a public space~~

~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^.....~~

Signature: .....
Date: 12/06/2020
Surveyor ID: 8747
Surveyor's Reference: 160826 3A SP-AR

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

**Strata Certificate (Accredited Certifier)**

I, PETER SHAHATIT being an ~~Accredited~~ REGISTERED Certifier, ~~accreditation~~ REGISTRATION number BDC 3012, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 *Strata Schemes Development Regulation 2016* and the relevant parts of Section 58 *Strata Schemes Development Act 2015*.

~~*(a) This plan is part of a development scheme.~~

*(b) The building encroaches on a public space and in accordance with section 62(3) *Strata Schemes Development Act 2015* the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with ~~section 63 *Strata Schemes Development Act 2015*~~.

Certificate Reference: 200049/04
Relevant Planning Approval No. CDC 200049/01
Issued by: PETER SHAHATIT
Signature: .....
Date: 03/08/2020

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

| SP FORM 3.07(2019) | STRATA PLAN ADMINISTRATION SHEET | Sheet 2 of 6 sheet(s) |
|---|---|---|

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## VALUER'S CERTIFICATE

I, * Anthony Dundoure of Jones Lang LaSalle Advisory Services Pty Ltd being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate Member

Membership number: 69119

certify that the unit entitlements shown in the schedule herewith were apportioned on 19/5/2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature: A Dundoure Date 16/6/2020

* Full name, valuer company name or company address

## SCHEDULE OF UNIT ENTITLEMENT

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

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Ref:1606548

| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 3 of 6 sheet(s) |
|---|---|---|

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# SP101327

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

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

| LOT | UE | LOT | UE | LOT | UE | LOT | UE |
|---|---|---|---|---|---|---|---|
| 127 | 62 | 138 | 63 | 149 | 80 | 160 | 63 |
| 128 | 75 | 139 | 62 | 150 | 62 | 161 | 63 |
| 129 | 79 | 140 | 63 | 151 | 64 | 162 | 65 |
| 130 | 42 | 141 | 80 | 152 | 62 | 163 | 65 |
| 131 | 42 | 142 | 61 | 153 | 62 | 164 | 65 |
| 132 | 42 | 143 | 64 | 154 | 64 | 165 | 90 |
| 133 | 42 | 144 | 61 | 155 | 64 | 166 | 66 |
| 134 | 60 | 145 | 61 | 156 | 62 | 167 | 86 |
| 135 | 63 | 146 | 64 | 157 | 82 | 168 | 89 |
| 136 | 60 | 147 | 63 | 158 | 62 | 169 | 87 |
| 137 | 60 | 148 | 64 | 159 | 65 | 170 | 90 |
| | | | | AGGREGATE | | 10000 | |

Surveyors Reference: 160826 3A SP-AR

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|---|---|---|

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

STREET ADDRESSES ARE NOT KNOWN AT THIS STAGE

A STRATA MANAGEMENT STATEMENT OF 108 SHEETS ACCOMPANIES THIS PLAN

Surveyors Reference: 160826 3A SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-ADMIN-SHT04.DWG

| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 5 of 6 sheet(s) |
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- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

Signed on behalf of Australia YMCI Pty Limited
ACN 607 884 711 pursuant to section 127
*Corporations Act 2001*, by:

Secretary/Director ..... Director

Print name ..... Print name

Signed by as attorney for of Australia YMCI Pty Limited
ACN 607 884, under power of attorney registered ~~book no~~. BK 4775 No 856
in the presence of:

..... .....
Signature of Witness Signature of Attorney

Matt Loader ANDREW HALL ZHENGTAO TAN
Print Name of Witness Print Name of Attorney

Suite 3601, 201 Elizabeth St
Print Address of Witness Sydney NSW 2000

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

Surveyors Reference: 160826 3A SP-AR

X:\16JOBS\160826 HILL AND CARTER\ZONE 3\ZONE 3 STRATA\FINAL STRATA\3A\160826 3A SP-AR-ADMIN-SHT05.DWG

| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 6 of 6 sheet(s) |
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- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

**Executed by Shiny Marble Opportunity III Limited**
ARBN 638 209 748 by being signed by its attorney
HENRY GEORGE SELF under power of attorney
dated 25 September 2020
registered book 4779 no. 380
in the presence of:

.....
Witness

Corey Parisella
.....
Name of witness (print)

Level 9, 8-12 Chifley Square
Sydney NSW 2000
.....
Address of witness (print)

.....
HENRY GEORGE SELF

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

Surveyors Reference: 160826 3A SP-AR

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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 for Ovation Quarter Stage 1

(Lots 2, 3, 4 and 7 in DP1260687)

SP101327

CCS
Corporate Counsel Services
PO Box 712
Dee Why NSW 2099
Australia
T +61 412 484 249
Ref Paul Boonzaaier

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# Part 1

# Introduction

## 1. Parties bound

### 1.1 General obligations

This management statement has effect as an agreement under seal and is binding on:

(a) the Members;

(b) the Occupiers of Stratum Lots;

(c) Owners and Occupiers of Strata Lots; and

(d) any other person in whom the fee simple of any part of the land in Ovation Quarter Stage 1 is vested at any time.

### 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 By-laws for Ovation Quarter Stage 1

If any part of Ovation Quarter Stage 1 is subdivided by a strata plan, the by-laws for the strata scheme may contain obligations with which Owners and Occupiers of Strata Lots must comply (in addition to this management statement).

### 1.4 What are the different components in Ovation Quarter Stage 1?

Ovation Quarter Stage 1 has four 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 Ovation Quarter Stage 1are:

(a) the Residential Component comprising:

(i) Building 3A;

(ii) Building 3B1;

(iii) Building 3B2; and

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(b) the Retail Component.

### 1.5 Staging of Ovation Quarter Stage 1

Construction of Ovation Quarter Stage 1 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 borne proportionately by the other Members based on their proportionate responsibility for those costs as set out in Schedule 2.

# Part 2

# Compulsory matters

## 2. Management of the Building

### 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. The Building 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 the Building 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.

### 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 the Building and perform secretarial and financial functions;

(b) appoint a Facilities Manager to supervise the operation of the Building 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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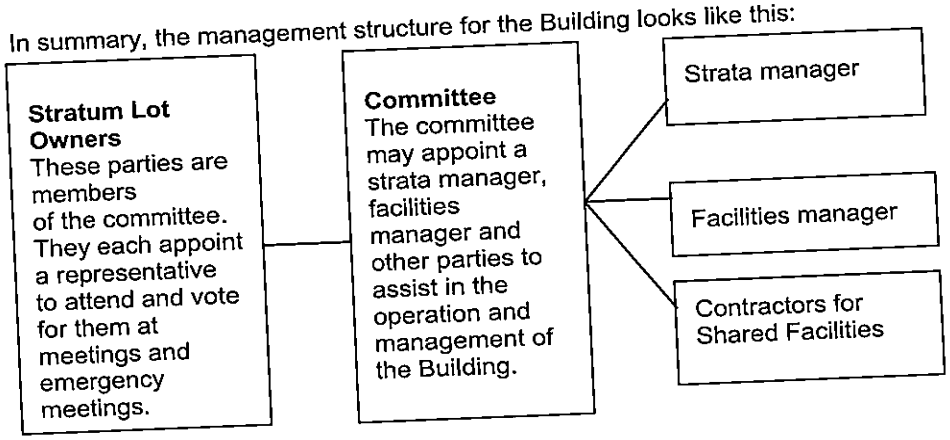
## 2.4 Overview of management structure

In summary, the management structure for the Building 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 Actor 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.

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### 2.10 Making Rules

The Committee may make Rules to assist in the proper management, operation, maintenance and control of the Building. However, when the Committee makes a rule it must take into account the mixed use nature of the Building and the various components in the Building.

### 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 two months after the Committee is established. 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

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(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.

**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;

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(g) to receive, acknowledge, bank and account for contributions and other money paid to the Committee;

(h) to pay accounts; and

(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

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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;

(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 the Building.

**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;

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(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;

(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 the Building.

**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

**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 two 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.

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### 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 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;

(c) by post, email or fax to the current address, current email 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.

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### 3.10 Voting

At all meetings of the Committee, the Members, provided they are not a Member in Default, are entitled through their representative to one vote each. For the avoidance of doubt, a Member who is the registered proprietor of more than one Stratum Lot is entitled to cast one vote for each Stratum Lot.

### 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.

### 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 Building Manager;

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(b) appointing or terminating the appointment of a service provider to the Committee;

(c) entering into contracts of insurance;

(d) making Rules;

(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 Capital Works 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

**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 email address and the current email address for their Representative and Substitute Representative; and

(d) for an Owners Corporation, the name, telephone number, current address, current fax number and email address of your strata managing agent.

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**4.2 Compliance by Members**

(a) The Members must:

(i) comply promptly with their obligations under this management statement and the Act;

(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.

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(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 Corporations may impose conditions on use and access including the use of security keys and other security devices.

**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;

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(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.

### 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

### 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 Strata Schemes Commissioner or Strata Schemes Board 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

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(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**).

**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 president 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 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 7 days of the expert's written request.

**5.6 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.

## 6. Service of notices

**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 email 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:

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(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.

# Part 3

# Other matters

## 7. Strata Manager and Building Manager

**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;

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(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 Building Manager

(a) The Committee may appoint, negotiate and enter into an agreement with the Building Manager to provide management and operational services for the Building.

(b) The Committee may require the Building 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;

(ii) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;

(iii) providing services to the Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;

(iv) supervising the Committee's employees and contractors; and

(v) carrying out any other task that the Committee agrees is necessary for the operation and management of the Building.

## 8. Insurance

### 8.1 Statutory insurance

The Committee must effect building insurance for the Building 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 164 of the Management Act for an Owners Corporation;

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(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.

**8.4 Valuations**

Subject to the Management Act and the Conveyancing Act, the Committee must have the Building valued for insurance purposes at least every five years according to the provisions 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 the Building.

**8.5 Building sum insured**

The Committee must insure the Building for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

**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

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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 be apportioned between the Owners under the section 162 of the Management Act as if a Strata Plan had been registered for a Stratum Lot.

**8.10 Members responsibilities**

(a) A Member must not, without the prior written consent of the Committee, do or permit anything which may invalidate or suspend any insurance or increase the premium for insurance effected under the Management Act.

(b) If a Member does anything which increases the premium for an Insurance effected under the Management Act then that Member must pay any resulting additional insurance premium.

**8.11 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,

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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;

(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

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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 9.3, 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 in Schedule 2.

**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

(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 2 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:

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(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 9.3 or 9.5, 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

(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 9.8(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

**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;

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(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**

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.

**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 vent 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.

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(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:

(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

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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.

**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 11.4 then the Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 11.4, including:

(i) carrying out work on the Member's Lot to do anything the Member has

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failed to do under clause 11.4;

(ii) enter the Member's Lot 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 Building Management Committee must:

(i) ensure that all work is done properly;

(ii) cause as little interference as practical to any occupier of the Member's Lot;

(iii) cause as little damage as possible to the Member's Lot and any improvements on it; and

(iv) if damage (being damage arising because the Member's Lot has not complied with clause 11.4) is caused, restore the Member's Lot 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 11.5(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 Lot.

**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.

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(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 not to unreasonably withhold their consent to any application by a Member to carry out any upgrading or redevelopment work, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Parramatta City Council, any other Government Agency having jurisdiction or 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

(a) The Committee may make architectural and landscape standards for the Building. However, if architectural and landscape standards have been adopted under the Community Management Statement, the standards under the Community Management Statement prevail.

(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

(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

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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.

## 14. Power to make Rules

### 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

### 15.1 What are the powers of the Committee?

Subject to sub-clause 15.2, the Committee has the power to supply 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; and

(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 the services referred to in clause 15.1 to Members, Owners or Occupiers if:

(a) it decides to do so by Ordinary Resolution; and

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(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.

**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; and

(b) to 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 the Building generally and to Stratum Lots, Strata Lots and Owners Corporations; and

(c) enter into agreements for the supply of Embedded Network Customer Services to the Building 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.

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**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

(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 the Building 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 the Building consent to their personal information being provided as contemplated in this clause.

## 16. Using approved contractors

**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.

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### 16.3 Obligations of Members, Owners and Occupiers

Member, Owners and Occupiers must only use approved contractors approved by the Committee for all work described in this clause.

## 17. Damage to Shared Facilities

Members, Owners and Occupiers must:

(a) use Shared Facilities only for their intended purposes;

(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

Subject to this management statement, the Committee may restrict access to Shared Facilities.

## 19. Access to the Building

### 19.1 Access control

(a) In addition to its powers under the Management Act, an Owners Corporation has the power to:

(i) close off or restrict by Security Key access to its Common Property (or parts of it); and

(ii) allow the Building Manager and security personnel to use part of its Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude you from using these areas.

(b) An Owners Corporation may close off or restrict access to facilities in its Common Property if this will help to control and administer the facilities.

### 19.2 Obligations of the Owners Corporation

Where necessary the Owners Corporation will, or will direct the Building Manager to, provide security keys and access control devices that enable Owners and Occupiers to access their respective car spaces and Lots at all times.

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**19.3 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, Strata Scheme 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.

**19.4 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 Building Manager immediately if a security key or access control device is lost; and

(d) comply with the reasonable instructions of the Building 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;

**19.5 Who owns security keys?**

Security keys and access control devices belong to the Owners Corporation and are managed by the Committee and the Building Manager on behalf of the Committee.

**19.6 Managing the security key system**

(a) The Committee may engage the Building Manager to manage security keys and access control device on behalf of the Committee and the Owners Corporations.

(b) The Committee will keep an up-to date register of the persons holding security keys and access control devices.

## 20. Restriction on Works

**20.1 Member must not carry out Works**

A Member must not carry out Works at the Building unless:

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(a) the Works have been approved by the Committee under 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 authority approval**

A Member must not apply for Government Authority 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 20.5 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

(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.

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**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.

**20.8 Retail Fitout Works**

Members who wish to perform Retail/Commercial Fitout Works:

(a) are not required to obtain Committee approval for the fitout works unless the fitout works includes Works;

(b) must in all other respects comply with the requirements of clauses 20 and 21 in relation to Works, except if the works are minor fit out works inside retail or commercial premises; and

(c) must comply with any fitout manual adopted for the Retail/Commercial Stratum.

## 21. Committee approvals

**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 compliance with all laws and 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.

**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;

(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;

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(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.

**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);

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(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 the Building where the non-compliance has occurred; and

(b) remedy the non-compliance; or

(c) remove the non-complying Works; and

(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 the Building to cease; or

(b) restrict the access of the applicant Member, its agents, employees or contractors to the relevant part of the Building.

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**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

**22.1 Overview**

If any Shared Facility is identified in Schedule 1 as being for the sole use of any Member, this clause 22 enables that Member to rectify faults and defects in that Shared Facility.

**22.2 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, Stratum Lots and Community Development Lots.

**22.3 Rectifying damage**

A Member must promptly rectify any damage they cause to the Building or Ovation Quarter 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.

## 23. Retail/Commercial Component

**23.1 Meanings**

In this clause:

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(a) **Retail/Commercial Premises** means a Strata Lot or leased or licenced premises in the Retail/Commercial Component; and

(b) **you** means the Owner or Occupier of Retail/Commercial Premises.

**23.2 Use of Retail/Commercial Component**

(a) Subject to compliance with this management statement, you are entitled to use your Retail/Commercial Premises for purposes approved by Council and other Government Agencies having jurisdiction.

(b) You must ensure that the nature and standard of the business you conduct from your Retail/Commercial Premises and the condition of your Retail/Commercial Premises are not inconsistent with general quality and standard of Ovation Quarter.

(c) You must keep the interior of your Retail/Commercial Premises, including the fitout of and displays in your Retail/Commercial Premises in a good, clean and tidy condition at all times.

(d) You must not use your Retail/Commercial Premises or allow your Retail/Commercial Premises to be used for offensive uses such as any business associated with the sex or adult entertainment industry.

(e) You must not display in your Retail/Commercial Premises any products that contain offensive or adult images or content.

**23.3 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 any Apartment 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

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(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.

**23.4 External seating**

If you have the right to have a seating area outside your Retail/Commercial 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, subject to different hours being consented to by the Committee, only use your External Area between 6.00am and 10.00pm on each day of the week; and

(c) must not play music in your External Area between 9.00pm and 9.00am on any day of the week or such other hours as consented to by the Committee.

(d) must keep your External Area, tables and chairs you place in your External Area neat and tidy and in good repair;

(e) ensure that all furniture and equipment in your External Area is of a quality and standard in keeping with the quality and standard of Ovation Quarter;

(f) not store flammable or dangerous substances in your External Area;

(g) must keep your External Area in a clean hygienic condition, free of rodents and other infestations;

(h) 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 the Building;

(i) 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

(j) at your own expense, comply with all laws about your outdoor seating area including requirements of Council, Government Agencies and the Committee; and

(k) give your Owners Corporation and the Committee access to your External Area so that they may comply with obligations under any applicable law and the strata by-laws and this management statement.

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## 24. Retail/Commercial signage

### 24.1 Right to affix under awning signs

Subject to clauses 24.2 and 24.3, the Retail/Commercial Stratum Owner and each Retail/Commercial Lot Owner has the right to affix and maintain one under awning sign to the underside of the external awning adjacent to each relevant retail or commercial tenancy or Strata Lot in the Retail/Commercial Component (**Signage**).

### 24.2 Shared Facility

(a) The sites where the Signage is affixed is a Shared Facility for the sole benefit of the Retail/Commercial Stratum Owner.

(b) The Signage includes any wires, cables, conduits or other equipment used for the passage of electricity between the Retail/Commercial Stratum Lot and the signs comprising the Signage.

(c) The Signage may only include signage displaying the name and logo of the operator of the business in the relevant tenancy or Retail/Commercial Lot.

### 24.3 Retail/Commercial Lot Owner's obligations

(a) The Owner and Occupiers of the Retail/Commercial Stratum must, at their cost, in relation to each under awning 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 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.

(b) Under awning 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 an Apartment.

**24.4 Shopfront signage**

(a) Owner and Occupiers of the Retail 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 24.4(b) and 24.4(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 the Building.

(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 retail signage guidelines in Schedule 3 or as adopted by the Committee with the consent of the Retail/Commercial Stratum Lot Owner or the Retail/Commercial Owners Corporation;

(iv) comply with the requirements of Government Agencies in relation to the signage;

(v) maintain, repair and, where necessary, replace the signage and any associated pipes, wires, cables and ducts;

(vi) 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;

(vii) pay for all electricity used in relation to the illumination or running of the sign;

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(viii) promptly repair any damage they cause to the Building whilst exercising rights under this clause; and

(ix) comply with the provisions of this management statement, as relevant, that relate to signage.

## 25. Storage and disposal of waste

### 25.1 Overall responsibility

The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from the Building. Each Member has obligations in relation to the storage and disposal of waste from their Stratum Lot or strata scheme.

### 25.2 Shared facility

Some garbage disposal facilities are Shared Facilities. See schedule 1 for more information.

### 25.3 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. Garbage bins must not be moved through publicly accessible areas of the Retail Lot during the hours that shops and offices in the Retail Lot are open for business.

### 25.4 Waste removal and management

(a) The Committee and Members must comply with any conditions of the Development Approval which regulate waste management for the Building.

(b) Subject to any arrangements made by the Committee, the Retail/Commercial Lot Owner must arrange for the regular removal of their garbage from the Building.

## 26. Residential garbage

### 26.1 Application of this clause

This clause applies to Owners and Occupiers of the Residential Component.

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**26.2 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 Room; and

(b) place your household garbage in the garbage chute in the Residential 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 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 Room, as designated by the Owners Corporation for that purpose; and

(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; and

(g) leave large items of garbage or recyclable materials in the area in the Residential Garbage Room or in the Residential Garbage Bin Holding Room, 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 contactor will not remove as part of its normal garbage collection service.

**26.3 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) 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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**26.4 Cleaning up spills**

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

**26.5 Maintaining the Residential Garbage Rooms**

(a) The Owners Corporations of the Residential Component must:

(i) provide in the Residential Garbage Room and the Residential Garbage Bin Holding 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, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;

(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, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room and the garbage and recycling receptacles; and

(vi) operate, maintain, repair and, where necessary replace any equipment located in the Residential Garbage Room, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;

(vii) transport receptacles from the Residential Garbage Rooms to the Residential Garbage Bin Holding Room prior to collection of garbage from the Building;

(viii) transport receptacles from the Residential Garbage Bin Holding Room to the garbage collection point 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;

(ix) arrange for the removal of garbage and recycling material from the Building; and

(x) arrange for the removal from the Residential Garbage Rooms and the Residential Garbage Bin Holding Room 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.

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**26.6 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 the Building.

(b) The Committee may perform the Owner's Corporations' obligations on behalf of the Owners Corporation.

**26.7 Residential garbage removal contractor**

(a) If Council does not remove residential garbage from the Building:

(i) the Owners Corporations must engage a garbage removal contractor or contractors to remove garbage from the Building; and

(ii) the Committee may perform the Owner's Corporations' obligations on behalf of the Owners Corporation.

(b) The Committee may enter into agreements with private garbage removal contractors for the removal of recyclable and non-recyclable residential garbage from the Building.

## 27. Retail/Commercial waste

**27.1 Application of this clause**

This clause applies to Owners and Occupiers of the Retail/Commercial Component.

**27.2 General requirements**

Members, Owners and Occupiers of Retail/Commercial Lots must not deposit or leave garbage or recyclable materials:

(a) anywhere in the Building other than in the in the Retail/Commercial Garbage Room or in another location as determined by the Committee; or

(b) in an area of the Retail/Commercial Component that is visible from outside the Retail Component.

**27.3 Making Rules**

The Committee may make Rules about the storage and removal of garbage from the Building and, in particular, from the Retail/Commercial Garbage Room.

**27.4 Retail Component waste**

Owners and Occupiers of the Retail/Commercial Stratum must store their garbage and recyclable materials in the Retail/Commercial Garbage Room in the recyclable and non-recyclable waste in bins in the area designated for their use by the Committee, if any.

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**27.5 General obligations**

Members, Owners and Occupiers of the Retail/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 Retail/Commercial Garbage Room;

(c) keep your garbage and recyclable receptacles in the areas in the Retail/Commercial Garbage Room designated for those purposes by the Committee;

(d) on the day of collection, transport receptacles from the Retail/Commercial Garbage Room to the point for collection from the Building and transport them back to the Retail/Commercial Garbage Room;

(e) ensure that rubbish receptacles in their Lot are not visible from outside the Retail/Commercial Stratum or the Building;

(f) place large recyclable garbage items in the Retail/Commercial Garbage Room or as directed by the Committee; and

(g) ensure that rubbish receptacles in their Lot are kept in a sanitary condition and do not omit odours.

## 28. Using the Loading Dock

**28.1 Shared Facility**

The Loading Dock is a Shared Facility..

**28.2 Obligations of Members, Owners and Occupiers**

(a) You must:

(i) not bring vehicles exerting a loading of more than 10 kpa or having a length of more than 8.8 metres into the Loading Dock;

(ii) keep the Loading Dock clean and tidy and in good condition;

(iii) ensure that no garbage, recyclable materials, good or other items are stored in the Loading Dock;

(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;

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(vi) with all directions of the Building Manager and any loading dock master appointed by the Committee;

(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; and

(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.

(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.

**28.3 Committee to make Rules**

The Committee has the power to make Rules regarding the use of the Loading Dock by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with the Rules.

**28.4 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.

**28.5 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 Building Manager.

**28.6 Inconsistencies**

If there is any inconsistency between this management statement and an easement to use and access the Loading Docks, this management statement prevails to the extent of the inconsistency.

## 29. Visitor Parking Spaces

**29.1 Shared Facility**

(a) The Visitor Parking Spaces are a Shared Facility for the benefit of the Residential Component.

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(b) The Visitor Parking Spaces may be used by visitors of Occupiers of the Residential Component on the conditions in this clause.

(c) The Committee may make Rules about the Visitor Parking Spaces including how and when the Visitor Parking Spaces may be used.

**29.2 Your obligations**

The Occupiers of the Residential Component must:

(a) comply with and any Rules made by the Committee and directions made by the Building Manager about using the Visitor Parking Spaces;

(b) not park or stand any vehicle in a Visitor Parking Space;

(c) not permit any other person to park of stand a vehicle in a Visitor Parking Space unless that person is a genuine visitor of yours and does not stay in your Apartment for more than two consecutive nights on any one occasion;

(d) not permit any contractor or employee of yours to park or stand a vehicle in a Visitor Parking Space.

## 30. Function Room

**30.1 Use of the Residential Function Room**

(a) The Function Room is a Shared Facility for the benefit of the Residential Owners.

(b) Use of the Residential Function Room is restricted to Occupiers of the Residential Component. The other Members may not use the Function Room.

(c) The Residential Owners may allow their Occupiers to use the Function Room on the conditions in this clause.

**30.2 Conditions for using the Function Room**

(a) You and your visitors may use the Function Room. You must accompany your visitors when they use the Function Room.

(b) You may use the Function Room only during the hours of 10.00am to 10.00pm or other hours nominated by the Committee and on any day of the week.

(c) You must:

(i) book the Function Room through the Committee or Building Manager;

(ii) comply with any Rules about the number of visitors you may bring into the Function Room at the same time; and

(iii) not bring children into the Function Room.

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(d) You must not:

(i) do anything that damages or might damage any equipment or furniture in the Function Room; or

(ii) interfere with or adjust the settings of equipment in the Function Room.

(iii) do anything in the Function Rooms 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; or

(iv) operate any audio or audio visual equipment in the Function Rooms at a volume that is audible within any Apartment or any other component of The Building.

(e) You must have consent from the Committee to:

(i) hold parties or other functions (including exercise classes) in the Function Rooms; or

(ii) interfere, operate or adjust the settings of any equipment in the Function Rooms.

**30.3 Booking the use of the Function Rooms**

(a) If you wish to hold a party or function in a Function Room you must book the use of a Function Room through the Building Manager. The Committee may make Rules about booking and using the Function Rooms.

(b) if the Committee has set a booking fee, at the time of booking your party or function you must pay the booking fee set by the Committee from time to time;

(c) When you make your booking you must give the Building Manager the details of the nature of the function, the number of people who will attend your party or function and any other details about your party or function that the Committee requires.

(d) If there will be 50 or more people at your party or function, the Committee may require you to, at your cost, engage a licenced security guard to be present at your party or function. Prior to the party or function, you must give the Building Manager evidence of the engagement of the licenced security guard and the holding by the security guard of all appropriate insurances to the satisfaction of the Committee.

**30.4 Bond**

As a condition of giving you consent to hold a party or function in a Function Room, the Committee may require you to pay a bond (as determined by the Committee) before you use the Function Room. If you have paid a bond and if there is any damage to the Function 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

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demand. If there is no damage to the Function 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.

**30.5 Maintaining and paying for the Function Room**

(a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Function Room.

(b) The Residential Owners must reimburse the Committee for any costs it incurs under this by-law.

(c) The Committee must give 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).

**30.6 Security and access**

The Committee may lock or secure the Function Room by Security Key. The Committee must give the Owners and Occupiers of Residential Lots a Security Key to the Function Room and may charge a fee for additional or replacement Security Keys.

## 31. Library

**31.1 Use of the Library**

(a) The Library is a Shared Facility for the benefit of the Residential Owners.

(b) Use of the Library is restricted to Occupiers of the Residential Component. The other Members may not use the Library.

(c) The Residential Owners may allow their Occupiers to use the Library on the conditions in this clause.

**31.2 Conditions for using the Library**

(a) You and your visitors may use the Library. You must accompany your visitors when they use the Library.

(b) You may use the Library only during the hours nominated by the Committee.

(c) You must:

(i) subject to any Rules made by the Committee, book the Library through the Committee or the Building Manager;

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(ii) comply with any Rules about the number of visitors you may bring into the Library 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 Library.

(d) You must not:

(i) interfere with or adjust the settings of any equipment in the Library;

(ii) do anything that damages or might damage any equipment or furniture in the Library;

(iii) do anything in the Library 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; or

(iv) operate any audio or audio visual equipment in the Library at a volume that is audible within any Apartment or any other component of The Building.

(e) You must have consent from the Committee to:

(i) hold parties or other functions (including exercise classes) in the Library; or

(ii) interfere, operate or adjust the settings of any equipment in the Library.

**31.3 Booking the use of the Library**

If you wish to hold an event or function in the Library you must book the use of the Library through the Building Manager. The Committee may make Rules about booking and using the Library.

**31.4 Bond**

As a condition of giving you consent to hold a party or function in the Library, the Committee may require you to pay a bond (as determined by the Committee) before you use the Library. If you have paid a bond and if there is any damage to the Library 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 Library 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.

**31.5 Maintaining and paying for the Library**

(a) The Residential Owners are responsible for maintaining, repairing and, where necessary, replacing the Library.

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(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).

### 31.6 Security and access

The Committee may lock or secure the Library by Security Key. The Committee must give the Owners and Occupiers of the Residential Component a Security Key to the Library and may charge a fee for additional or replacement Security Keys.

## 32. Garden Area

### 32.1 Shared Facility

The Garden Area is a Shared Facility for the benefit of the Residential Component.

### 32.2 Your obligations

(a) You must accompany your visitors when they are in the Garden Area.

(b) You and your visitors may use the Garden Area only during the hours of 7.00 am and 9.00 pm (or during other hours as nominated by the Owners Corporation).

(c) You must:

(i) comply with any Rules made by the Owners Corporation about the use of the Garden 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 Garden Area; and

(iii) be adequately clothed when you are in the Garden Area.

(d) You must not:

(i) bring glass objects, drinking glasses or sharp objects into the Garden Area; or

(ii) bring animals into the Garden Area;

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(iii) run, be noisy or do anything that might be dangerous while you are in the Garden Area

(iv) play music in the Garden Area that is audible from any Apartment;

(v) hold parties or other functions in the Garden Area; or

(vi) interfere, operate or adjust equipment in the Garden Area,

**32.3 Security and access**

The Owners Corporation may lock or secure the Garden Area by Security Key. The Owners Corporation must give you a Security Key to the Garden Area and may charge a fee for additional or replacement Security Keys.

**32.4 Access to Garden Area**

If required, and provided reasonable notice is given, you must give the Owners Corporation and the Committee access through your Apartment to the Garden Area.

## 33. Fire Safety

(a) The Committee must adopt the Fire Safety Management-In-Use Plan for the Building within 30 days of the registration of this management statement.

(b) The Members must comply with the Fire Safety Management-In-Use Plan.

(c) The Committee may amend, modify or add to the Fire Safety Management-In-Use Plan by Unanimous Resolution, provided the Committee has first obtained advice approving the amendment or modification from an appropriately qualified consultant.

(d) Owners and Occupiers of all components of the Building must not:

(i) interfere with fire safety equipment;

(ii) obstruct fire stairs or fire escapes;

(iii) use corridors and foyers in the Building for the storage of any items; or

(iv) keep inflammable materials in a car space.

## 34. Retail/Commercial Services Plant Zone

**34.1 Grant of rights**

Owners of Lots in the Retail/Commercial Component and their authorised users have the right to have and maintain within the Retail/Commercial Services Plant Zone and any equipment relating to services including, without limitation, air conditioning

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condenser units and other air conditioning equipment (**Service Equipment**) for the use and enjoyment of the Lots in the Retail/Commercial Component, and the right to enter, pass, repass and remain on Building 3B1 for as long as reasonably necessary for the purposes of installing Service Equipment and service lines in the Retail/Commercial Services Plant Zone and installing service lines within risers and ducts in Building 3B1 that are intended for service lines to service the Retail/Commercial Services Plant Zone, and to do anything reasonably necessary for those purposes, including the rights:

(a) to carry out an inspection of the Service Equipment, service lines and services within Building 3B1; and

(b) to attach service lines to the structure of the Building within Building 3B1 in locations that do not interfere with the normal use of the relevant part of Building 3B1;

(c) to connect, install, replace or maintain any Service Equipment, service lines and services:

(d) to enter Building 3B1 and the Retail/Commercial Services Plant Zone with machinery and equipment by such route as is reasonable in the circumstances; and

(e) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing and inspecting the Service Equipment, service lines and services and of making such slab or wall penetrations as may be reasonably necessary.

**34.2 Requirements when exercising rights**

When they exercise their rights or comply with their obligations under this easement, Owners of Lots in the Retail/Commercial Component and their authorised users must:

(a) ensure that any person carrying out works in relation to Service Equipment, service lines, services in or on Building 3B1 or the Retail/Commercial Services Plant Zone on their behalf is qualified to do those works; and

(b) cause as little inconvenience as practicable to Occupiers of a Building 3B1;

(c) ensure all work is done properly;

(d) ensure any penetrations of slabs or other structures do not interfere with or compromise the structural integrity or design of the Building or any part of the Building, do not interfere with any Service Equipment, services and service lines already installed;

(e) give the Building 3B1 Owners Corporation or its nominee at least seven days notice of their intention to install Service Equipment, service lines in Building 3B1, including installations that involve penetrations of a slab;

(f) except in an emergency, give the Building 3B1 Owners Corporation or its nominee at least 48 hours notice of their intention to enter the Building 3B1;

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(g) not perform any works in relation to Service Equipment, service lines or services above a vehicle that is parked in Building 3B1;

(h) not do anything that will permanently interfere with or adversely affect the normal use of any part of Building 3B1;

(i) without limiting any other obligation under this easement, cause as little damage as is practicable to Building 3B1; and

(j) make good any collateral damage and restore Building 3B1as nearly as practicable to its former condition.

## 35. Stormwater detention system

### 35.1 Council requirement

The Development Approval requires the construction and maintenance of a stormwater retention/detention facility at the Building (Stormwater Detention System).

### 35.2 Maintenance

The Stormwater Detention System is a Shared Facility. The Members are responsible for and must arrange for the maintenance, repair and replacement of the Stormwater Detention Facility so as to ensure that it is at all times in effective working order and condition.

# Part 4

# Development and further subdivision

## 36. Development of Retail/Commercial Stratums and Residential Stratums

### 36.1 Acknowledgement by Members and Occupiers

Members and Occupiers acknowledge that:

(a) the Retail/Commercial Stratum Owner and each Residential Stratum Owner intend to carry out Retail/Commercial Works and Residential Works;

(b) the Retail/Commercial Works and the Residential Works may result in temporary disruptions to services and access ways;

(c) the Retail/Commercial Works and the Residential Works may result in the creation of noise, dust and vibration;

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(d) the Retail/Commercial Works and the Residential Works may be carried out in stages over an indeterminate time frame until completion of the Retail/Commercial Works and the Residential Works; and

(e) amendments or additions to this management statement (or another Strata Management Statement) may be required by Government Agencies under development consents or in exercising other statutory functions or otherwise by the Retail/Commercial Stratum Owner and the Residential Stratum Owner.

**36.2 Application of clauses 20 and 21**

Despite any other clause in this management statement, clauses 20 and 21 do not apply to the Retail/Commercial Works and the Residential Works or any plan, instrument or document for the subdivision of the Retail/Commercial Stratum or the Residential Stratum including a Strata Management Statement.

**36.3 Obligations of Members and Occupiers**

Members and Occupiers must:

(a) not impede, fetter or prevent development of the Retail/Commercial Stratum or the Residential Stratum as contemplated under this management statement; and

(b) do all such other things necessary, ancillary or desirable to permit the Retail/Commercial Stratum Owner to carry out the Retail/Commercial Works and subdivide the Retail/Commercial Stratum or the Residential Stratum Owner to carry out the Residential Works.

## 37. Further strata management statements

**37.1 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.

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**37.2 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.

**37.3 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 37; 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.

## 38. Subdivisions of Stratum Lots

**38.1 Subdivisions which create Stratum Lots**

If the Owner of a Community Development Lot proposes to subdivide their Stratum Lot to create two or more Stratum Lots, you must:

(a) not object to the subdivision unless the proposed subdivision would detrimentally and substantially affect your use of Shared Facilities or costs contributed to Shared Facilities; and

(b) agree to amendments to this management statement unless your 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 37.2, with any amendments required as a result of the subdivision; and

(ii) your rights and obligations under this management statement would not be detrimentally and substantially affected by the further management statement.

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**38.2 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, you must not object to the subdivision if:

(a) the proposed subdivision by a Strata Plan does not detrimentally and substantially affect your 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 37.2 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) your rights and obligations under this strata management statement would not be detrimentally and substantially affected by the proposed strata management statement.

**38.3 Deemed consent**

If your consent to a subdivision is required by the Owner of a Stratum Lot under this clause 38 then you must provide that consent within 14 days of the request by the Owner of the Community Development Lot failing which you will be deemed to have consented to the subdivision.

**38.4 Endorsement of consent**

Subject to this clause, you must promptly sign all documents reasonably required by a Member who proposes to subdivide their Stratum Lot.

**38.5 Paying costs**

If a Member proposes to subdivide a Stratum Lot, the Member must pay reasonable costs incurred by the Committee or another Member in considering the proposed subdivision and endorsing their consent on documents.

## 39. Contributions if a subdivision plan is registered

**39.1 Contributions**

If a Stratum Lot (or part of a Stratum Lot) is subdivided, the proportion of Administrative Fund and 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.

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**39.2 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.

# Part 5

# Definitions and interpretation

## 40. Definitions and interpretation

**40.1 Definitions**

In this management statement, unless a contrary intention appears the following applies:

**Act** means either the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes Management Act 1996 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.

**Apartment** means a residential apartment dwelling in the Building.

**Building** means the building contained within and on the land comprised in Stratum Lots 2, 3, 4 and 7 in the Stratum Plan, which comprises Building 3A, Building 3B1, Building 3B2 and the Retail Component, to be known as Ovation Quarter Stage 1.

**Building 3A** means the strata scheme established within Lot 2 in the Stratum Plan and known as Emerald.

**Building 3B1** means the strata scheme established within Lot 3 in the Stratum Plan and known as Ruby.

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**Building 3B2** means the strata scheme established within Lot 4 in the Stratum Plan and known as Sapphire.

**business day** means any day that is not a Saturday or Sunday or gazetted public holiday.

**Building Manager** is the person for the time being appointed by the Committee under clause 7.2.

**Committee** means the building management Committee established under clause 2 as required by the Act.

**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 to applicant of determination of development application no. DA/1005/2016, 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.

**Embedded Network Equipment** means meters, equipment and fittings located within the Building, Stratum Lots and Strata Schemes that are 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;

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(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.

**Emergency Meeting** means a meeting convened in an emergency according to part B of this management statement.

**Fire Safety Management-In-Use Plan** means the Fire Management-In-Use Plan prepared for the Building that documents the essential fire safety measures, maintenance and procedures to be followed to ensure the ongoing fire safety of persons within the Building.

**Function Room** means the function room located on ground level of Building 3B2, and includes associated plant and equipment.

**Garden Area** means the external landscaped areas at ground level of the Building, and includes any planting, paving, decking, lighting, balustrades, signage and furniture, in the Garden Area.

**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.

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**Green Walls** means the vertical gardens on the Common Property external walls of the Residential Component, including all planting, planters, other receptacles and irrigation systems.

**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.

**Library** means the library on ground level of Building 3B2, and includes books, furniture and equipment in the Library.

**Loading Dock** means the loading dock designated (B) on the Stratum Plan and located in Building 3B2 at basement level 1 and accessed from Road 5 through Building 3B2.

**Management Act** means the Strata Schemes Management Act 2015 and Regulations.

**Member** means each of the Residential Owners Corporations, Retail/Commercial Owners Corporations and each registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme.

**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:

(d) all of their Administrative Fund and Capital Works Fund contributions up to date; and

(e) all other money they owe the Committee under this management statement,

which are due and payable before the Meeting or Emergency Meeting commences.

**Member in Default** means a Member which fails or has failed to comply with its obligations as contemplated in 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.

**Occupier** means a tenant, occupier, invitee and/or mortgagee in possession of a Stratum Lot or a Strata Lot as is appropriate.

**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.

**Ovation Quarter Stage 1** means the land and buildings comprised in lots 2, 3, 4 and 7 in the Stratum Plan, being Building 3A, Building 3B1, Building 3 B2 and the Retail//Commercial Component..

**Owner** means an owner of a Stratum Lot or a Strata Lot, as appropriate;

**Owners Corporation** includes the Residential Owners Corporations and the Retail/Commercial Owners Corporation.

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**Residential Component** means the components of the Building within the Residential Stratum Lots.

**Residential Garbage Bin Holding Room** means the garbage bin room at basement level 1 in Building 3B2 adjacent to the Loading Dock for use by the Residential Component for the storage of garbage bins prior to collection of garbage from the Building.

**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 Room** means, for each of the Residential Components, the garbage rooms in each Residential Component at basement level 1 receiving garbage from the garbage chutes, including garbage bins, carousel and compactor and other equipment in or servicing that room.

**Residential Lot** means a lot created when a Residential Stratum Lot is subdivided by a Strata Plan.

**Residential Owners** means the Owners of the Residential Component.

**Residential Owners Corporation** means the strata Owners Corporation created on registration of a Strata Scheme for a Residential Stratum Lot.

**Residential Stratum Lot** means in respect of:

(a) Building 3A, Lot 2 in the Stratum Plan;

(b) Building 3B1, Lot 3 in the Stratum Plan; and

(c) Building 3B2, Lot 4 in the Stratum Plan,

as the context requires.

**Residential Stratum Owner** means the owner of a Residential Stratum Lot.

**Residential Works** means the development of a Residential Stratum by:

(a) the construction of the component of the Building within the Residential Lot, comprising, without limitation, residential apartments and associated car parking; and

(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 Stratum into further Stratum Lots (if applicable) and strata lots.

**Retail/Commercial Component** means the component of the Building within the Retail/Commercial Stratum.

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**Retail/Commercial Garbage Room** means the retail and commercial garbage bin room in Building 3B2 at basement level 1 adjacent to the Loading Dock for use by the Retail/Commercial Component for the storage of garbage bins prior to collection of garbage from the Building.

**Retail/Commercial Lot** means a lot created when the Retail/Commercial Stratum or any part of it is subdivided by a Strata Plan.

**Retail/Commercial Lot Owner** means an owner of a Retail/Commercial Lot.

**Retail/Commercial Owners Corporation** means the Owners Corporation created on registration of a Strata Scheme for a Retail/Commercial Stratum.

**Retail/Commercial Stratum** means lot 7 in the Stratum Plan.

**Retail/Commercial Stratum Owner** means the owner of the Retail/Commercial Stratum from time to time.

**Retail/Commercial Component** means the component of Ovation Quarter Stage 1 within the Retail/Commercial Stratum, comprising a mix of retail and commercial uses.

**Retail/Commercial Fitout Works** means the fitting out of retail or commercial premises within the Retail/Commercial Stratum.

**Retail/Commercial Services Plant Zone** means the zone on the level 8 rooftop in Building 3B1 (designated Outdoor Condenser Location) for location of Retail/Commercial Component services equipment including air-conditioning plant and condensors, as depicted on the plans in Schedule 4, including risers and ducts (in the shaded areas on the plans in Schedule 4) able to be used to connect retail/commercial premises to services plant and condensers on the level 8 rooftop.

**Retail/Commercial Works** means the development of the Retail/Commercial Stratum by:

(a) the construction of the Retail/Commercial Component comprising, without limitation, retail premises, a ground level plaza area and car parking in the Retail/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 Retail/Commercial Stratum into further Stratum Lots (if applicable) and strata lots.

**Rules** means rules made by the Committee according to clause 14 about the management, operation, maintenance and control of the Building and Shared Facilities.

**Schedule** means either schedule 1 and 2 of this management statement as varied or amended in accordance with this management statement.

**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.

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**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;

(b) renewal, renovation and replacement costs;

(c) insurances;

(d) fees payable to the Strata Manager or Building Manager; and

(e) 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.

**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 either a current lot, as that term is defined in the Development Act, including a Community Development Lot, which is limited in height or depth or both but does not include a parcel comprising a Strata Scheme.

**Stratum Plan** means deposited plan DP1260687.

**Waste Management Plan** means the Waste Management Plan for the Building dated 13 October 2016 and prepared by Elephants Foot Waste Compactors Pty Ltd pursuant to the

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Development Approval and adopted by the Committee, and any other waste management plan adopted by the Committee.

**Unanimous Resolution** means a resolution of the Committee that is passed at a properly convened meeting in favour of which all votes cast by Member's representatives who attend the meeting and who are entitled to vote.

**Visitor Parking Space** means the 84 visitor car parking spaces reserved for use by visitors of Occupiers of the Residential Component. The Visitor Parking Spaces are located on basement level 1 in Building 3A (34 spaces), Building 3B1 (31 spaces), and Building 3B2 (19 spaces).

**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;

(d) any building works that affect the Shared Facilities; and

(e) any building work of a structural nature.

Works do not include:

(f) works relating to the internal refurbishment of the fitout of the premises within a Stratum Lot; or

(g) maintenance, repair or refurbishment of signage for the business conducted within a Stratum Lot,

that does not affect the exterior appearance of the Building or the structural integrity of another Stratum Lot.

**40.2 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;

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(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.

(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 Annexure 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.

In this schedule, references to levels of the Building at to the levels as noted on the Stratum Plan.

| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | **Management Costs** | | | |
| 1. | Building Manager Fee | The Building Manager is appointed by the Committee to provide management and operational services for the Building.<br>Fee for the service provided by the Building Manager in accordance with the Strata Management Statement. The building management services will include the services provided by the 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:<br>(a) management fees and other fees that the committee must pay to the strata Manager according to their agreement; and<br>(b) other costs incurred by the committee according to its agreement with the Strata Manager;<br>(c) accounting fees incurred by the Committee in performing its functions; and<br>(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:<br>(a) building insurance premiums;<br>(b) machinery breakdown insurance premiums;<br>(c) public liability insurance premiums for Shared Facilities;<br>(d) premiums under other policies effected by the Committee according to this management statement;<br>(e) excesses on insurance policies affected by the Committee;<br>(f) valuations of the Building for building insurance purposes;<br>(g) insurance brokers fee; and<br>(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 |
| | **Operating Expenses** | | | |
| 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.<br>Water consumption included in this Shared Facility will be billed by Sydney Water to the Committee. | All members | Throughout Site |
| 8. | Signage | Signage includes all line marking, directional signage, | All members | Throughout Site |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | facility signage and signage for the Building which is located in or on shared facilities.<br>It does not include signage on or within a member's component of the Building (which only services that component).<br>Costs associated with signage include maintenance, cleaning, repair and lighting. | | |
| 9. | 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 | Building Managers Office - Basement level 1 (Lot 2) |
| 10. | 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 |
|---|---|---|---|---|
| 11. | Security system | The security system includes all security items giving access to Shared Facilities. It includes:<br>(a) Security Keys and associated card readers;<br>(b) The security controller located in the Building Manager's office;<br>(c) The security panels on lift doors and the boom gates enabling access;<br>(d) Audio intercom system; and<br>(e) All wires, cables and ducts to operate the security system computers and controllers.<br>This Shared Facility does not include the intercom and security systems that only service the Residential Component. | All members | Throughout Building |
| 12. | Lighting | This shared facility includes:<br>• External lighting including the light poles and fittings located in the shared areas;<br>• External illumination of the Building; and<br>• Lighting in shared lobbies and plant rooms.<br>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. | All members | Ground level (All lots) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| 13. | Car park lighting | Car park lighting on all basement car parking levels.<br>Costs for this shared facility include costs for lighting fittings, globes, cables, stands, maintenance, and (if separately metered for this Shared Facility) electricity consumption. | All members | Basement Car park levels |
| 14. | Stormwater pump station | Two inground Stormwater pump stations, including all associated pumps, tanks, pits, conduits, 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 | Basement Level 2 (Lots 2 and 3) |
| 15. | Sewer pump stations and treatment plant | Two inground sewer pump stations for connection to main, 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.<br>This Shared Facility includes any ground water treatment plant in the Building relating to the treatment of water before it enters the main drainage system. | All Members | Basement level 2 (Lots 2 and 3) |
| 16. | Main communications Room | Room housing equipment for MDF, telephones, Opticomm/NBN 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 | All Members | Basement level 1 (Lot 2) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | equipment, throughout the Building. | | |
| 17. | Main switch room | Electrical switch room, including switches, meters, controls, risers, pipes, cables. Includes cleaning and repair, maintenance and replacement of the rooms and equipment. | Lots 3 and 7 | Basement level 1 (Lot 3) |
| 18. | Gas regulator room | Room to house gas regulators. Includes all plant and equipment in the room. | Lots 2, 3 and 4 | Ground level (Lot 2) |
| 19. | Gas meter rooms | Rooms to house gas meters, including meters, valves, controls, riser space, pipes, cables, and cleaning and repair, maintenance and replacement of the rooms and equipment. | Lots 2, 3 and 4 | Ground level (Lot 2) |
| 20. | Fire System | Includes all:<br>• Fire sprinklers;<br>• Evacuation system and smoke detectors– throughout site and common lobbies;<br>• Fire hydrant booster valves;<br>• Fire indicator panel, hydrant booster, Sprinkler Valves and pumps located Ground Floor.<br>• Meters and pump room;<br>• Mimic panels;<br>• Hydrant risers & hose reel distribution lines;<br>• Occupant warning system control panel;<br>• Power to hydrant pump room; and | All members | Basement levels to roof, throughout Building. |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | all essential fire safety measures/systems. | | |
| 21. | Fire control room | Room to house fire control equipment, including detection panel, EWIS panel, smoke control panel, connection to fire brigade, monitors, controls, software, riser space and pipes. Includes cleaning and repair, maintenance and replacement of the room and equipment. | All Members | Ground level (Lot 2 - south) |
| 22. | Fire sprinkler hydrant pump room | Pump room for fire sprinkler hydrant, including pumps, pipes to fire sprinkler tanks and ancillary equipment. | All Members | Basement level 1 (Lot 2) |
| 23. | Fire sprinkler and hydrant tank | Water tank supplying fire sprinklers and hydrants. | All Members | Basement level 1 (Lot 2) |
| 24. | Fire hydrants booster valve cupboard | Cupboard containing booster valve system for fire hydrants and sprinklers, including:<br>• sprinkler and hydrant booster connection;<br>• pumps, valves, controls, meters (where appropriate), riser space and pipework; and<br>• cleaning and repair, maintenance and replacement of the room and equipment. | All Members | Ground level (Lot 2) |
| 25. | Fire stairs | Fire stairs throughout the Building providing emergency egress from the Building. | All Members | All levels (All Lots) |
| 26. | 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 |
|---|---|---|---|---|
| 27. | Annual fire certification | Essential services certification for the whole Site. | All members | N/A |
| 28. | Rain water tanks | Water tanks receiving rain water from roof and suppling irrigation systems for roof planting and terraces in the Residential Component. Includes all pumps, valves, pipes and associated equipment, and repair, maintenance and replacement of the tanks, pumps, valves, pipes and associated equipment. | All members | Ground level (Lots 2, 3, 4 and 7) |
| 29. | Potable water supply to rain water tank | Potable water supplied to the rain water tank by Sydney Water to ensure adequate volume in the water tank to ensure sufficient supply to the irrigation, systems. Consumption of potable water will be as metered before the rain water tank and billed by Sydney Water to the Building. | All members | Basement level 1 (Lot 2) |
| 30. | On-site stormwater detention tank | Detention tank for stormwater, including:<br>• pumps, valves, controls, meters (where appropriate), and pipes; and<br>• cleaning and repair, maintenance and replacement of the tank and equipment. | All members | Ground level and below (Lots 2 and 3) |
| 31. | Cold and hot water | Room to house cold water pumps plant and equipment, including, meters, valves, controls, meters, riser space and pipes.<br>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. | All Members | Basement level 1 (Lot 2) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| 32. | Electrical and communications cupboards | Cupboards building automation services (BAS) systems, including switches, equipment, controls, ducts and cables. | All Members | Each level of the Building |
| 33. | Building Manager's office | Offices to house building management staff and loading dock manager, 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 | Basement level 1 (Lot 2) |
| 34. | Maintenance store room | Room for storage of maintenance and cleaning equipment and supplies. | Lots 2, 3 and 4 | Basement level 2 (lot 4) |
| 35. | Booster valve cupboard | Cupboard to house booster valves, including valves, controls, meters (where appropriate), riser space and pipes, and cleaning and repair, maintenance and replacement of the cupboard and equipment. | All Members | Ground level (Lot 2) |
| 36. | Car park emergency lighting | Emergency lighting for car park, including switches, meters, controls, risers, pipes, cables. | All Members | Levels B2 to B1(All lots) |
| 37. | 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 B2 to B1(All lots) |
| 38. | Car park mechanical ventilation and exhaust | Car park mechanical ventilation and exhaust systems comprising supply air fans in car park and | All Members | Levels B2 to B1(All lots) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | associated equipment. Includes the:<br>• supply fan rooms on level B1 and ground level;<br>• exhaust fan room on B1;<br>• car park fan room<br>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. | | |
| 39. | Sewer boundary trap | Sewer boundary trap and connection points to main, servicing drainage from all Stratum Lots. | All Members | Ground level at lot boundary (Lot 3) |
| 40. | Loading Dock | Loading Dock in Building 3B2, 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. | All Members | Basement level 1 (Lot 4) |
| 41. | Gates, driveways and vehicle access control | Covers all gates, driveways and vehicle access control systems, including repair, replacement and maintenance of plant and equipment, and driveway maintenance.<br>Gates, roller shutters and vehicle control to individual Stratum Lots are the responsibility of each Member. | All Members | Ground level to B2 (All lots) |
| 42. | Driveway cleaning | Cleaning of Shared Facility car park entry and driveway areas. Does not include cleaning of the Loading Dock. | All Members | Car park driveway levels ground to B2 (All lots) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| 43. | Function Room | Function room, including all finishes, furniture, fittings and equipment in the room. Includes cleaning, maintenance, repair and replacement of the room and all finishes, furniture, fittings and equipment in the room. | Lots 2, 3 and 4 | Ground level (Lot 4) |
| 44. | Library | Library including all books, digital media, associated equipment, furniture and equipment in the room. Includes cleaning, maintenance, repair and replacement of the room and all finishes, furniture, fittings and equipment in the room.<br>Owners and Occupiers in the Residential Component may access the Library by using lift no. 11. | Lots 2, 3 and 4 | Ground level (Lot 4) |
| 45. | Ground level landscaped areas | External ground level open space and landscaped areas between buildings and on the external perimeters of the residential buildings, including lawns, paving, gardens, planters, barbeque areas and water features. Includes cleaning, maintenance, repair and replacement of all landscaping, furniture, lighting, pathways, paving, finishes, fittings, plant and equipment, and consumption of water, electricity and other consumables. | Lots 3 and 4 | Ground level (lots 3 and 4) |
| 46. | Public access areas | Ground level public access areas the subject of easement for public access variable width (R1) (limited in stratum) numbered 8 in the Stratum Plan to the extent the easement site (R1) is on lots 2, 3 and 4. Includes cleaning, maintenance, repair and replacement of all road surfaces, paved surfaces, | All Members | Ground level (lots 2, 3, 4, and 7) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | landscaping, planters, water features, furniture, lighting, finishes, fittings and other equipment, and consumption of water, electricity and other consumables.. | | |
| 47. | Visitor Parking Spaces | 84 visitor car parking bays. 34 bays are in Building 3A. 31 bays are in Building 3B1. 19 bays are in Building 3B2. | Lots 2, 3 and 4 | Level B1 (Lots 2, 3 and 4) |
| 48. | Footpath awning and under awning signage | Awnings external to Lot 7 at approximately level 1 floor slab height and under awning signage affixed to the awning, including all wires, cables, conduits or other equipment used for the passage of electricity or other services to the Retail signage.<br>Includes the cleaning, repair, maintenance and replacement of the awning and any under awning retail signage that is affixed to the awning or the façade below the awning. | Lot 7 | Level 1 (lots 3 and 7) |
| 49. | Retail/Commercial Services Plant Zone | Zone on level 8 rooftop in Building 3B1 for location of Retail/Commercial Component services equipment including air-conditioning plant and condensors, as depicted on the plans in Schedule 4, including risers and ducts connecting retail/commercial premises to condensers and plant on the level 8 rooftop. See clause 34 of this management statement.<br>Includes the right to install cables and pipes within risers and ducts, and to install and operate condensers and all ancillary equipment in the Retail/Commercial Services Plant Zone. Includes the right to access the level 8 rooftop and the retail condensers zone with | Lot 7 | Level 8 roof (Lot 3) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | or without tools and equipment by travelling in the Building 3B1 lifts for the purpose of installing, inspecting, maintaining, repairing and replacing condensers and ancillary equipment, and to access risers and ducts between the retail premises and the level 8 rooftop. | | |
| 50. | Residential Garbage Bin Holding Room | Garbage bin holding room in Building 3B2 for storage of Residential Component garbage bins prior to collection. Includes exhaust risers, ducts and fans and ancillary equipment expelling odours from the garbage room. | Lots 2, 3 and 4 | Basement level 1 (lot 4) |
| 51. | Bulky waste room | Room for the storage of residential bulky waste prior to collection from the Building. | Lots 2, 3 and 4 | Basement level 1 (lot 4) |
| 52. | Grease arrestor room | Room housing grease arrestor servicing the Retail/Commercial Component, including all tanks, plant and equipment in the room. | Lot 7 | Basement level 1 (Lot 3) |
| 53. | Kitchen exhaust | Kitchen exhaust chimney systems servicing tenancies in the Retail Stratum, including risers, ducts, fans, motors and all ancillary equipment. | Lot 7 | Ground level to roof (lot 3) |
| 54. | Toilet amenities | Toilet and shower facilities, including accessible amenities. Includes cleaning and repair, maintenance and replacement of the facility and fixtures and fittings in the facility. | Lots 2, 3 and 4 | Basement level 1 (Lot 2) |
| 55. | Mail box area | Area with mail boxes for Lot 3 and Lot 7. Includes cleaning and repair, maintenance and replacement of the area, the mail boxes and lighting, and electricity consumption if | Lots 3 and 7 | Ground level (Lot3) |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | separately metered or measurable. | | |
| 56. | Bicycle parking racks | Bicycle parking racks for use by visitors to the Building. | All Members | Basement level 1 (lot 4) |
| 57. | Residential façade | The external façade of the residential components of the Building from ground level up.<br>Includes cleaning and washing of façade and external surfaces in Lots 2, 3 and 4, and repair, maintenance and replacement of the external façade. | Lots 2, 3 and 4 | Ground level and above (Lots 2, 3 and 4) |
| 58. | Residential garbage removal contract | Contract for the removal from the Building of garbage from Residential Component.<br>This Shared Facility will only apply if Council does not collect residential garbage from the Building. | Lots 2, 3 and 4 | Lots 2, 3 and 4 |
| 59. | Mechanical Ventilation Contract | Routine and non-routine regular service and maintenance contract(s) in relation to other plant which are Shared Facilities including:<br>• supply fans;<br>• various shafts and ducts;<br>• exhaust fans; and<br>stair pressurisation fans. | All Members | All Lots |
| 60. | Fire Services contracts – routine and non-routine | Contracts relating to fire detection and prevention systems (wet and dry) including:<br>• fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system;<br>• fire sprinkler system including all booster pumps, | All Members | All Lots |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | valves, storage tanks, associated pipework, and electrical components, etc;<br>• Fire hydrant and hose reel system including all booster pumps, valves, storage tanks, associated pipework and electrical components etc;<br>• fire extinguishers;<br>• fire system inspection, testing, monitoring and certification;<br>• fire detection panel, EWIS panel, smoke control panel, connection to fire brigade and smart graphic system, and associated electrical components; and<br>• all other items associated with the shared fire services.<br>Costs for the fire system include the costs to comply with any obligations of the Committee regarding fire safety.<br>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. | | |
| 61. | Pest Control Contract | Pest control in all Shared Facilities areas including inspection, treatment and remedial actions. | All Members | All Lots |
| 62. | Embedded Network Services | Embedded Network Services used by or in connection with the Shared Facility areas, Shared Facilities and by any | All Members | Throughout Building |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | other areas in the Building that are not separately metered.<br><br>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.<br><br>The cost is to be shared in the proportion to the GUA of each Member's Stratum Lot in relation to the GUA of all Stratum Lots, as recorded in Schedule 2. | | |
| 63. | Unmetered utility consumption to the Building | Charges for utility consumption (such as water, gas and electricity) by Shared Facility areas, Shared Facilities and by any other areas in the Building that are not separately metered.<br><br>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 or for the Building.<br><br>Includes all utilities other that Embedded Network Services | All Members | n/a |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| | | covered elsewhere in this schedule.<br>The cost is to be shared in the proportion to the GUA of each Member's Stratum Lot in relation to the GUA of all Stratum Lots, as recorded in Schedule 2. | | |
| 64. | 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.<br>The cost is to be shared in the proportion of the GUA of each entitled Member's Stratum Lot in relation to the GUA 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 |
| | **Cleaning expenses** | | | |
| 65. | Cleaning - general | Cleaning of Shared Facilities and shared areas used by all Members. This shared facility includes any cleaner's room and cleaning item storerooms located throughout the Building and uses for the cleaning of shared areas. | All members | N/A |
| 66. | Cleaning - Carpark | Cleaning of Car park on all car park levels including the Loading Dock. Includes cleaning of the goods lift. | All members | Ground level to level B2 |
| | **Repair and maintenance expenses** | | | |
| 67. | 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 |

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| Item No. | Shared Facility | Description | Members Benefited: | Location |
|---|---|---|---|---|
| 68. | 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 |
| 69. | 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 |
| 70. | 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 |
| 71. | R&M – Electrical | Repair and maintenance of Shared Facilities involving electrical including<br>• maintenance and testing of shared switchboards;<br>• emergency light testing and maintenance to Shared Facility areas; and<br>• lamp replacement to shared areas. | 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 table represent the percentage of the total cost for each Shared Facility that the relevant Members must pay.

If this Schedule does not apportion the costs for particular Shared Facility, the Members must contribute towards the Shared Facility according to clause 9.

In this Schedule a reference to a Strata Lot is a reference to a Strata Lot that is or includes an apartment or a retail shop or commercial suite. It does not include a Strata Lots that comprise only utility lots such as car space lots and storage lots.

In this schedule, references to levels of the Building at to the levels as noted on the Stratum Plan.

| Item No. | Shared Facility | Lot 2 3A | Lot 3 3B1 | Lot 4 3B2 | Lot 7 Retail | Method of dividing cost |
|---|---|---|---|---|---|---|
| | **Management Costs** | | | | | |
| 1. | Facilities Manager /Building Manager Fee | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 2. | Strata Management services | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 3. | Capital Works Fund Levies – BMC | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 4. | Audit Cost | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 5. | Building Management Committee expenses | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 6. | Insurance | – | – | – | – | 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. |
| | **Operating Expenses** | | | | | |
| 7. | Water consumption by common areas | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 8. | Signage | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |

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| Item No. | Shared Facility | Lot 2 3A | Lot 3 3B1 | Lot 4 3B2 | Lot 7 Retail | Method of dividing cost |
|---|---|---|---|---|---|---|
| 9. | Building Management control system | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 10. | Manned security | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 11. | Security system | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 12. | Lighting | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 13. | Car park lighting | 40.6% | 36.1% | 21.6% | 1.7% | Relative number of car spaces (see note 2) |
| 14. | Stormwater pump station | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 15. | Sewer pump stations and treatment plant | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 16. | Main communications room | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 17. | Main switch room | – | 96.3% | – | 3.7% | Relative GUA (see note 1) |
| 18. | Gas regulator room | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 19. | Gas meter rooms | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 20. | Fire System | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 21. | Fire control room | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 22. | Fire sprinkler hydrant pump room | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 23. | Fire sprinkler and hydrant tanks | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 24. | Fire hydrants booster valve cupboard | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 25. | Fire stairs | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 26. | Fire Stair Pressurization | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |

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| Item No. | Shared Facility | Lot 2 3A | Lot 3 3B1 | Lot 4 3B2 | Lot 7 Retail | Method of dividing cost |
|---|---|---|---|---|---|---|
| 27. | Annual fire certification | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 28. | Rain water tanks | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 29. | Potable water supply to rain water tank | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 30. | On-site stormwater detention tank | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 31. | Cold and hot water plant room | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 32. | Electrical and communications cupboards | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 33. | Building Manager's office | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 34. | Maintenance store room | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 35. | Booster valve cupboard | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 36. | Car park emergency lighting | 40.6% | 36.1% | 21.6% | 1.7% | Relative number of car spaces (see note 2) |
| 37. | Car park sprinkler system | 40.6% | 36.1% | 21.6% | 1.7% | Relative number of car spaces (see note 2) |
| 38. | Car park mechanical ventilation and exhaust | 40.6% | 36.1% | 21.6% | 1.7% | Relative number of car spaces (see note 2) |
| 39. | Sewer boundary trap | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 40. | Loading Dock | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 41. | Gates, driveways and vehicle access control | 40.6% | 36.1% | 21.6% | 1.7% | Relative number of car spaces (see note 2) |
| 42. | Driveway cleaning | 40.6% | 36.1% | 21.6% | 1.7% | Relative number of car spaces (see note 2) |

| Approved Form 9 | Strata Management Statement | Sheet 95 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |

| Item No. | Shared Facility | Lot 2 3A | Lot 3 3B1 | Lot 4 3B2 | Lot 7 Retail | Method of dividing cost |
|---|---|---|---|---|---|---|
| 43. | Function Room | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 44. | Library | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 45. | Ground level landscaped areas | – | 62.3% | 37.7% | – | Relative GUA (see note 1) |
| 46. | Public access areas | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 47. | Visitor Parking Spaces | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 48. | Footpath awning and under awning signage | – | – | – | 100% | 100% of cost paid by Lot 7 |
| 49. | Retail/Commercial Services Plant Zone | – | – | – | 100% | 100% of cost paid by Lot 7 |
| 50. | Residential Garbage Bin Holding Room | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 51. | Bulky waste room | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 52. | Grease arrestor room | – | – | – | | 100% of cost paid by Lot 7 |
| 53. | Kitchen exhaust | – | – | – | | 100% of cost paid by Lot 7 |
| 54. | Toilet amenities | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 55. | Mail box area | – | 96.3% | – | 3.7% | Relative number of dwellings/premises (see note 3) |
| 56. | Bicycle parking racks | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 57. | Residential façade | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 58. | Residential garbage removal contract | 39.8% | 37.5% | 22.7% | – | Relative GUA (see note 1) |
| 59. | Mechanical Ventilation Contract | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 60. | Fire Services contracts – routine and non-routine | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |

| Approved Form 9 | Strata Management Statement | Sheet 96 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |

| Item No. | Shared Facility | Lot 2 3A | Lot 3 3B1 | Lot 4 3B2 | Lot 7 Retail | Method of dividing cost |
|---|---|---|---|---|---|---|
| 61. | Pest Control Contract | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 62. | Embedded Network Services | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 63. | Unmetered utility consumption to the Building | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 64. | Utility consumption to metered common areas | – | – | – | – | Relative GUA (see note 1) |
| | **Cleaning expenses** | | | | | |
| 65. | Cleaning - general | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 66. | Cleaning - Carpark | 40.6% | 36.1% | 21.6% | 1.7% | Relative number of car spaces (see note 2) |
| | **Repair and maintenance expenses** | | | | | |
| 67. | R&M – General | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 68. | R&M – Carpentry & Locks | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 69. | R&M – Painting | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 70. | R&M – Plumbing | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |
| 71. | R&M – Electrical | 39.4% | 37.1% | 22.5% | 1.0% | Relative GUA (see note 1) |

**Notes:**

**Note 1:** Relative GUA is the relative useable floor areas of the components of the Building as approved in the Development Approval, being, for each Stratum Lot, the sum of the usable 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 GUA.

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The GUA areas on each level are recorded in the table at the end of these notes. The GUA areas (rounded) are as follows:

| Lot | GUA (sqm) | Percentage | | Lot | GUA (sqm) | Percentage |
|---|---|---|---|---|---|---|
| 2 | 16,138 | 39.4% | | 2 | 16,138 | 39.8% |
| 3 | 15,218 | 37.1% | | 3 | 15,218 | 37.5% |
| 4 | 9,205 | 22.5% | | 4 | 9,205 | 22.7% |
| 7 | 419 | 1.0% | | **Total** | **40,561** | **100%** |
| **Total** | **40,980** | **100%** | | | | |

| Lot | GUA (sqm) | Percentage |
|---|---|---|
| 3 | 15,218 | 62.3% |
| 4 | 9,205 | 37.7% |
| **Total** | **24,423** | **100%** |

**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 |
|---|---|---|---|---|---|---|
| 2 | 190 | 40.6% | | 2 | 190 | 41.3% |
| 3 | 169 | 36.1% | | 3 | 169 | 36.7% |
| 4 | 101 | 21.6% | | 4 | 101 | 22.0% |
| 7 | 8 | 1.7% | | **Total** | **460** | **100%** |
| **Total** | **468** | **100%** | | | | |

**Note 3:** The relative number of dwelling units for the Residential Components of the Building are as follows:

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Registered: 5/11/2020

Office use only

SP101327

| Lot | No. of dwellings | Percentage | | Lot | No. of dwellings | Percentage |
|---|---|---|---|---|---|---|
| 2 | 170 | 40.4% | | 3 | 156 | 96.3% |
| 3 | 156 | 37.1% | | 7 | 6 | 3.7% |
| 4 | 95 | 22.6% | | **Total** | **162** | **100%** |
| **Total** | **421** | **100%** | | | | |

**GUA areas table:**

| Level | Lot 2 (sqm) | Lot 3 (sqm) | Lot 4 (sqm) | Lot 7 (sqm) | Total GUA by levels (sqm) |
|---|---|---|---|---|---|
| **Ground** | 1,418 | 1,487 | 731 | 419 | 4,055 |
| **Level 1** | 1,412 | 1,883 | 869 | | 4,164 |
| **Level 2** | 1,478 | 2,064 | 869 | | 4,411 |
| **Level 3** | 1,478 | 2,064 | 795 | | 4,337 |
| **Level 4** | 1,492 | 2,215 | 869 | | 4,576 |
| **Level 5** | 1,491 | 1,583 | 869 | | 3,943 |
| **Level 6** | 1,492 | 1,403 | 869 | | 3,764 |
| **Level 7** | 1,442 | 1,298 | 869 | | 3,609 |
| **Level 8** | 1,320 | 421 | 885 | | 2,626 |
| **Level 9** | 809 | 421 | 723 | | 1,953 |
| **Level 10** | 810 | 379 | 857 | | 2,046 |
| **Level 11** | 516 | | | | 516 |
| **Level 12** | 516 | | | | 516 |
| **Level 13** | 464 | | | | 464 |
| **Total** | **16,138** | **15,218** | **9,205** | **419** | **40,980** |

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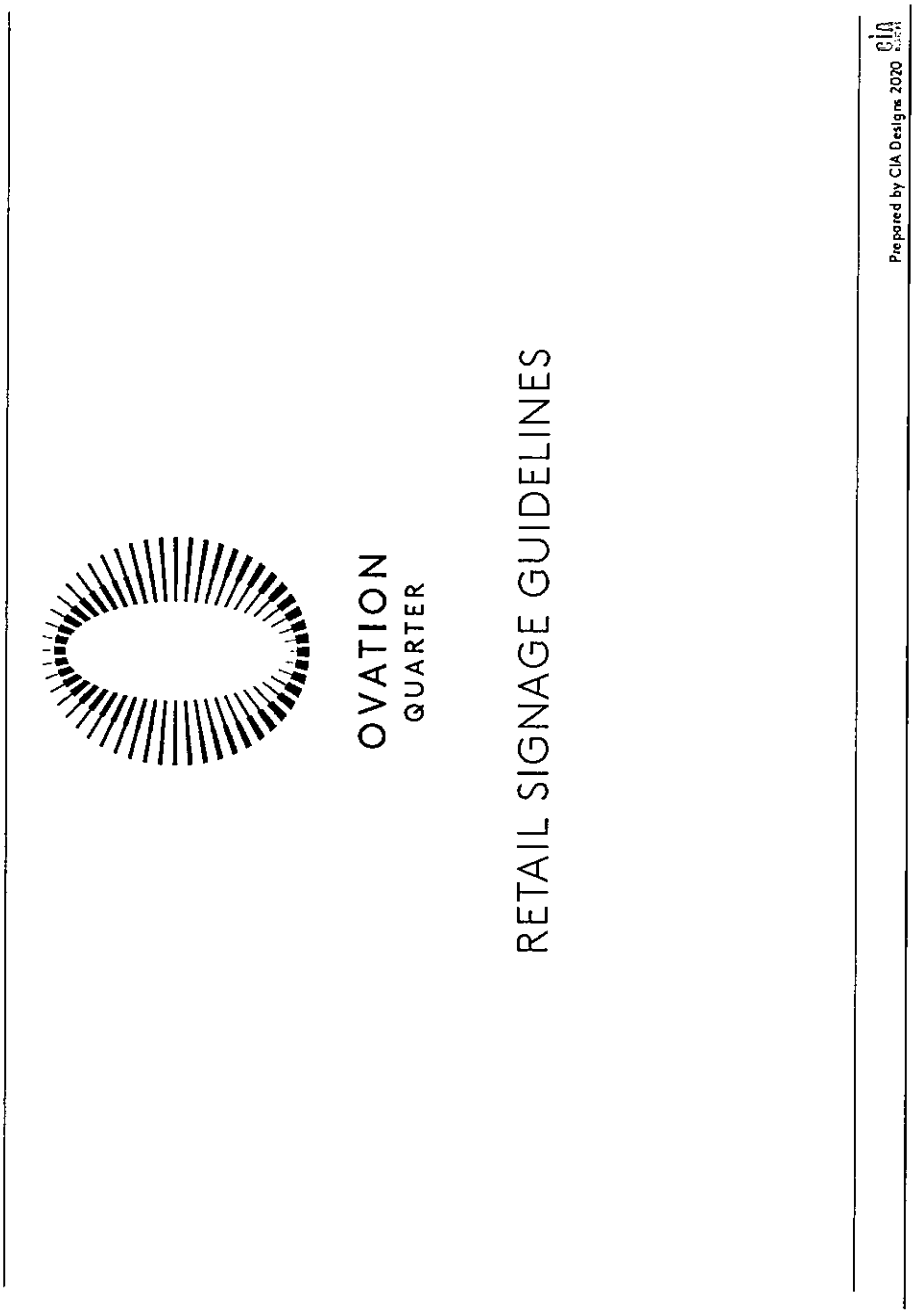
## Schedule 3 – Retail signage guidelines



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© DocuSign Envelope ID: B6C559AE-0624-4D1A-AC96-5050510FE510 /Ref:1606548

| Approved Form 9 | Strata Management Statement | Sheet 100 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |

OVATION QUARTER
RETAIL SIGNAGE GUIDELINES

## DESIGN INTENT

These guidelines ensure signage at the Ovation Quarter Retail Precinct does not conflict with the architectural intent of the building.
The aim is for consistent signage across each shop front, that does not block vision into the retail offering.

## GUIDELINES & CONTROLS

- signage film must not cover the glass beyond the extent shown in Elevation Option 1 and 2, to retain visibility into the retail space.
- nothing is to be physically fixed to the facade, only vinyl cut film to the glazing is permitted.
- film should be applied to the inside face of the glass shop-front only.
- no LED/illumination/moving parts/digital signs is permitted.
- all proposed signage is to be submitted to Body Corporate for approval.
- all signage must comply with any statutory regulations. Any regulations inconsistent with these guidelines will take precedence.
- no other banners, signs, flags or promotional material is permitted on the shop-front, pavement or awning.
- any backgrounds to logos/business identification text within the designated zone, must not be a solid colour.
- all signage must be approved by the Owners Corporation.

## SWATCHES (FROSTED FILM OPTIONS)



FROST 30% FROST 50% FROST 70%

NOTE: Corporate colours integral to your logo may be incorporated as a FROST AT 70% or less.

2

Prepared by CIA Designs 2020

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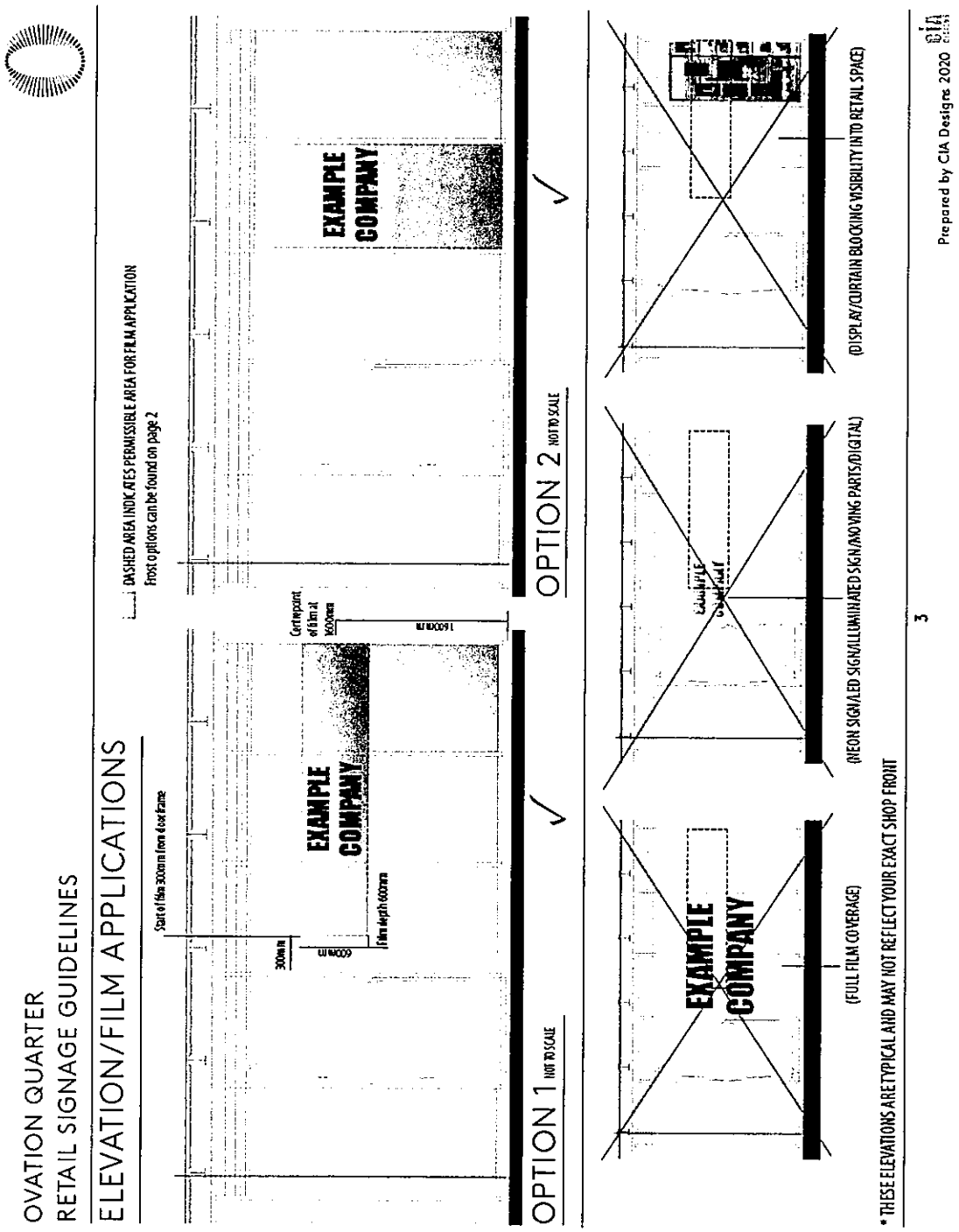
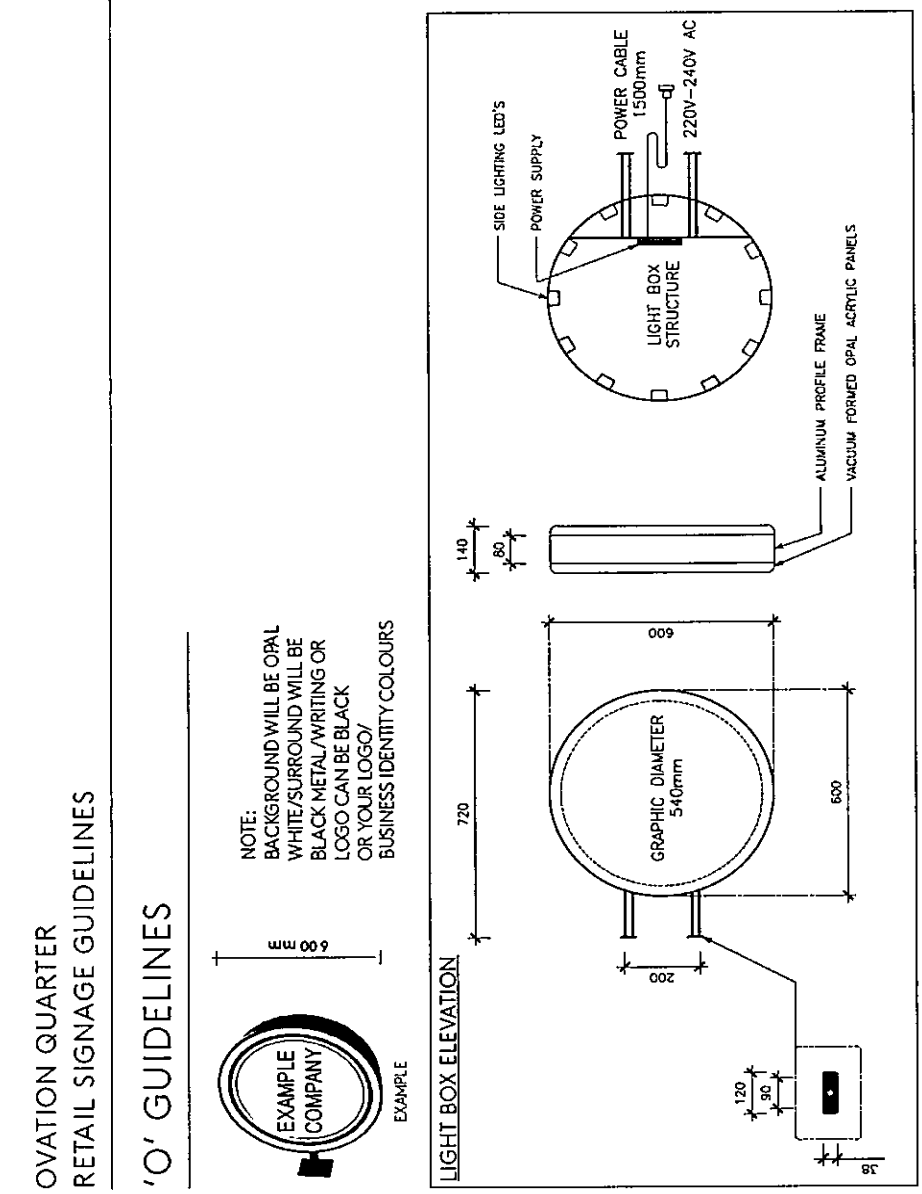
| Approved Form 9 | Strata Management Statement | Sheet 101 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |



| Approved Form 9 | Strata Management Statement | Sheet 102 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |

OVATION QUARTER
RETAIL SIGNAGE GUIDELINES

'O' GUIDELINES




Retailer must provide artwork file to Body Corporate for application to sign.

If you do not have an artwork file your business name will be applied as per the example above.

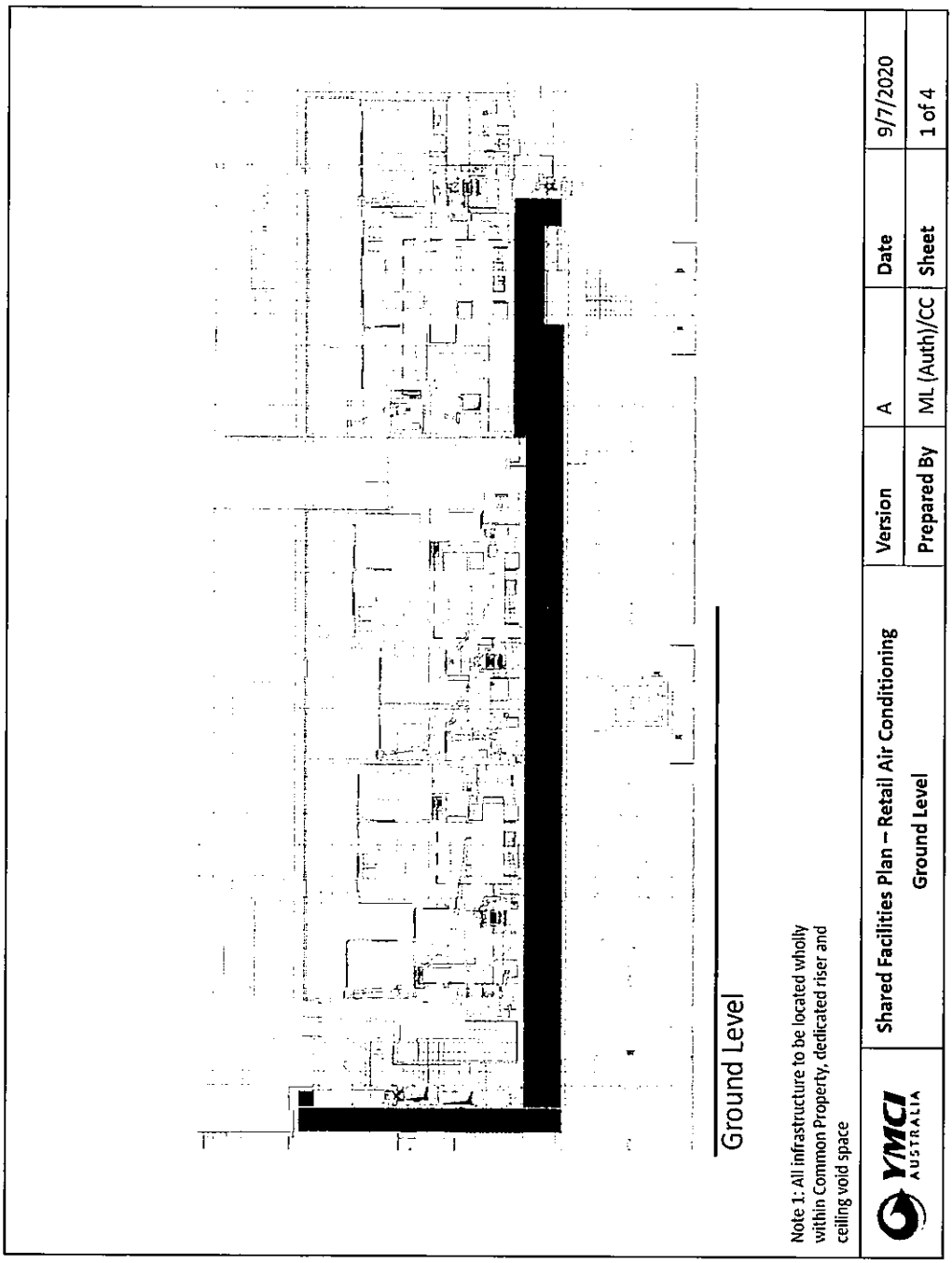
4

Prepared by CIA Designs 2020

Req:R928324 /Doc:SP 0101327 M /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:38 /Seq:103 of 108
© DocuSign Envelope ID: B6C559AE-0624-4D1A-AC96-5050510FE510 /Ref:1606548

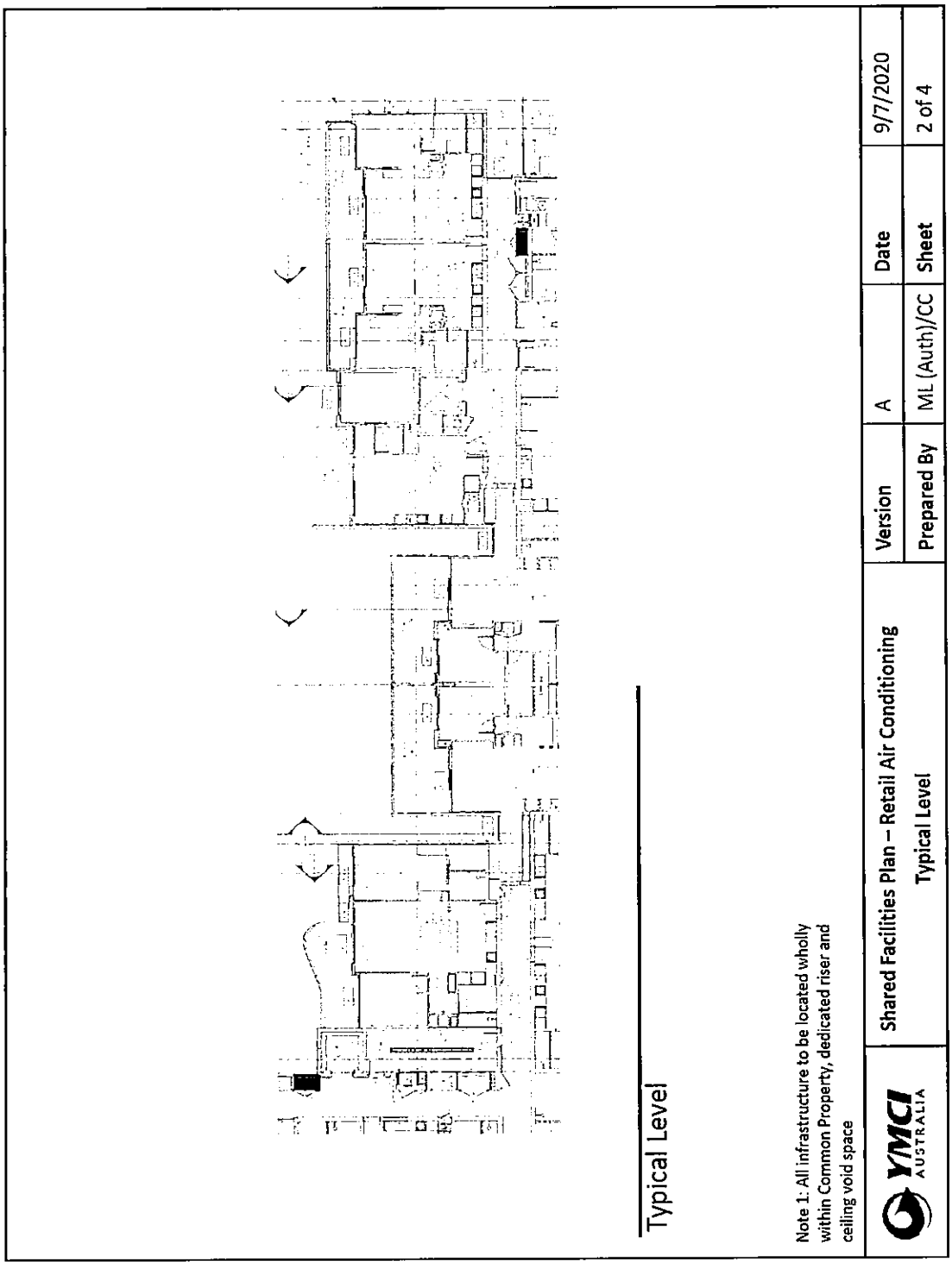


## Schedule 4 – Retail/Commercial Services Plant Zone plans

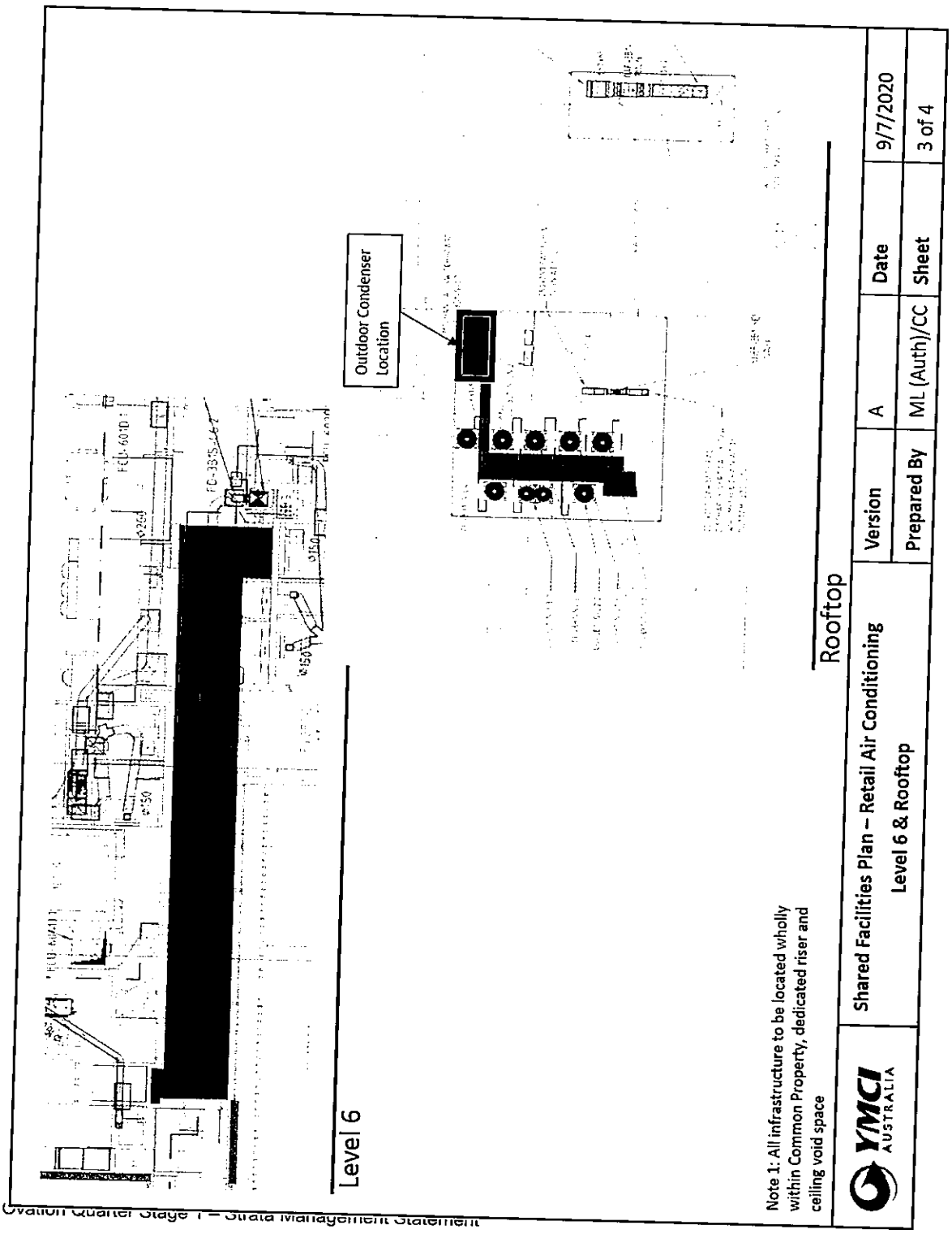


Req:R928324 /Doc:SP 0101327 M /Rev:06-Nov-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:38 /Seq:104 of 108
© DocuSign Envelope ID: B6C559AE-0624-4D1A-AC96-5050510FE510 /Ref:1606548

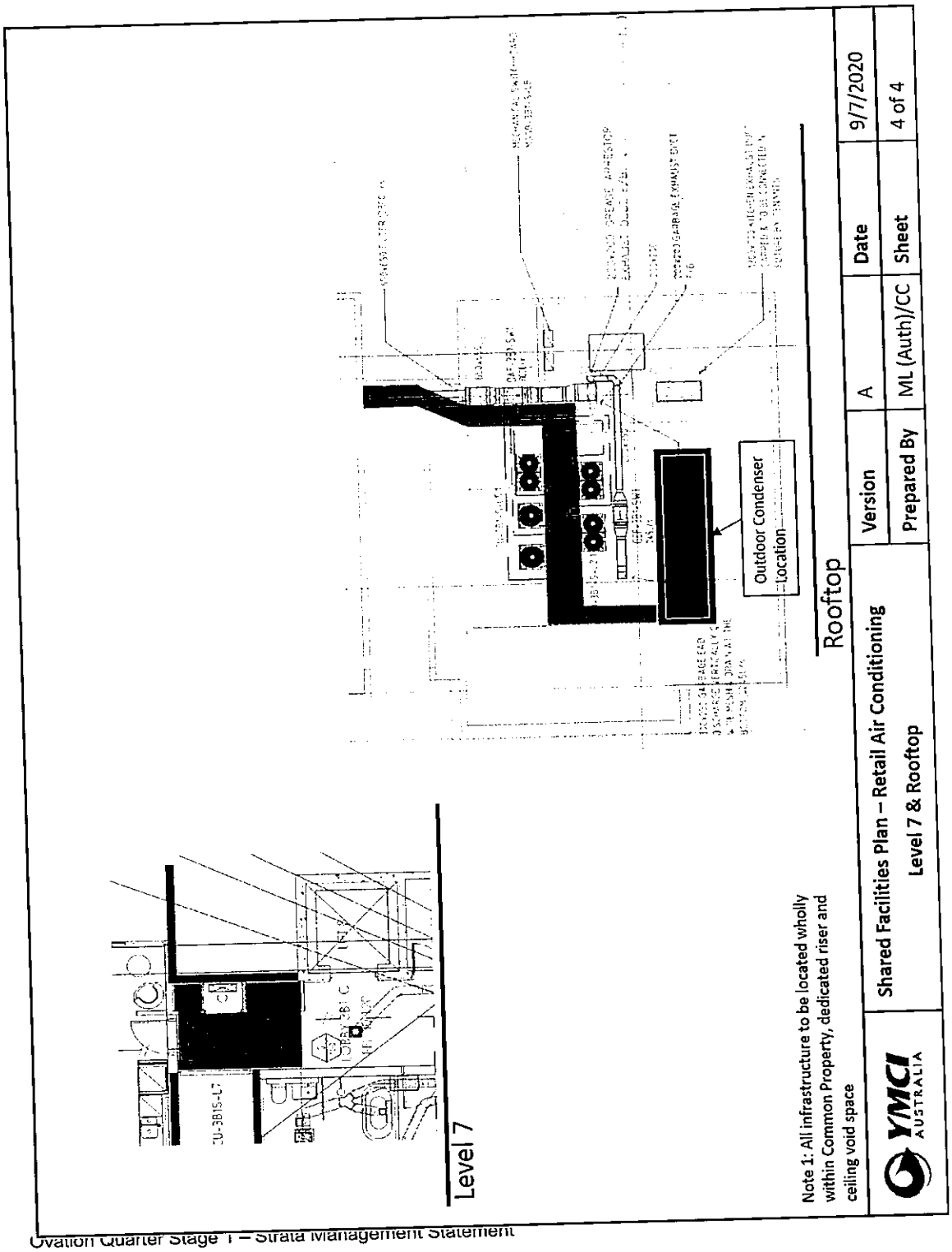
| Approved Form 9 | Strata Management Statement | Sheet 104 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |



| Approved Form 9 | Strata Management Statement | Sheet 105 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |



| Approved Form 9 | Strata Management Statement | Sheet 106 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | | Office use only SP101327 |



| Approved Form 9 | Strata Management Statement | Sheet 107 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | SP101327 | Office use only |

## Execution

~~Signed~~ on behalf of **Australia YMCI Pty Limited ACN 607 884 ~~711~~** pursuant to section 127 of the *Corporations Act 2001*:

Secretary/Director

Print name

Director

Print name

**Signed by**
as attorney for of **Australia YMCI Pty Limited ACN 607 884**, under power of attorney registered book ~~4775~~ no. 856
in the presence of:

Witness

Matt Loader
Print name

Suite 3601, 201 Elizabeth St
Print address Sydney NSW 2000

Attorney

ANDREW HALL ZHENGTAO TAN
Name

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

| Approved Form 9 | Strata Management Statement | Sheet 108 of 108 sheets |
|---|---|---|
| Registered: 5/11/2020 | SP101327 Office use only | |

**Mortgagee**

**Executed** by **Shiny Marble Opportunity III Limited** ARBN 638 209 748 by being signed by its attorney HENRY GEORGE SELF under power of attorney dated 25 September 2020
registered book 4779 no. 380
in the presence of:

Witness

Corey Brissett
Name of witness (print)
Level 9, 8-12 Chifley Square
Sydney NSW 2000
Address of witness (print)

HENRY GEORGE SELF

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

PLAN FORM 2 — Plan Drawing only to appear in this space

# DP1030892

Registered: 22 06 2001

CA: ———

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U 0052-84 #

Last Plan: DP 1018860

PLAN OF
RIGHT OF CARRIAGEWAYS
OVER LOT 6001 IN DP 1018860

Lengths are in metres. Reduction Ratio 1: 1000

LGA: AUBURN

Locality: HOMEBUSH BAY

Parish: CONCORD

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.
(Delete if inapplicable)

Surveyors (Practice) Regulation 1996

I, PIERRE HARTZENBERG
of HARD & FORESTER Pty Ltd
a surveyor registered under the Surveyor's Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 8/6/00

The survey relates to RIGHT OF CARRIAGEWAYS

(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

Datum Line: X - Y

Type: Urban/Suburban/Rural (Signature)

Surveyor registered under the Surveyor's Act 1929

Plans used in preparation of survey/compilation

DP 1009020
DP 1004512
DP 1009021
DP 1018860

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (EA).
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH. (EB).

## SIGNATURES, AND SEALS ONLY

THE SEAL of the OLYMPIC CO-ORDINATION AUTHORITY was affixed to this document in the presence of ROBERT ABBY the Director-General, whose signature is evidence of the fact of affixing of the Common Seal but not so far as to incur personal liability, in the presence of:

Signature of witness

MICHAEL DISNEY SYME
Print Name of witness

Director-General

THE COMMON SEAL OF THE OLYMPIC CO-ORDINATION AUTHORITY WAS HEREUNTO AFFIXED BY AN ACT OF THE NEW SOUTH WALES GOVERNMENT

## Crown Lands Office Approval

PLAN APPROVED — Authorised Officer

Land District

Paper No.

Field Book — pages

## Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed — set out herein

* (insert subdivision or new road)

* Authorised Person/General Manager/Accredited Certifier

Consent Authority

Date of endorsement

Accreditation no.

Subdivision Certificate no.

File no.

Note:
When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General

* Delete if inapplicable.

EA RIGHT OF CARRIAGEWAY VARIABLE WIDTH

EB RIGHT OF CARRIAGEWAY VARIABLE WIDTH

x DENOTES INVERT OF KERB/MEDIAN

EASEMENT "EB" EXTENDS FROM INVERT OF KERB TO INVERT OF KERB EXCLUDING THE MEDIAN STRIP

SCHEDULE OF SHORT & CURVED LINES

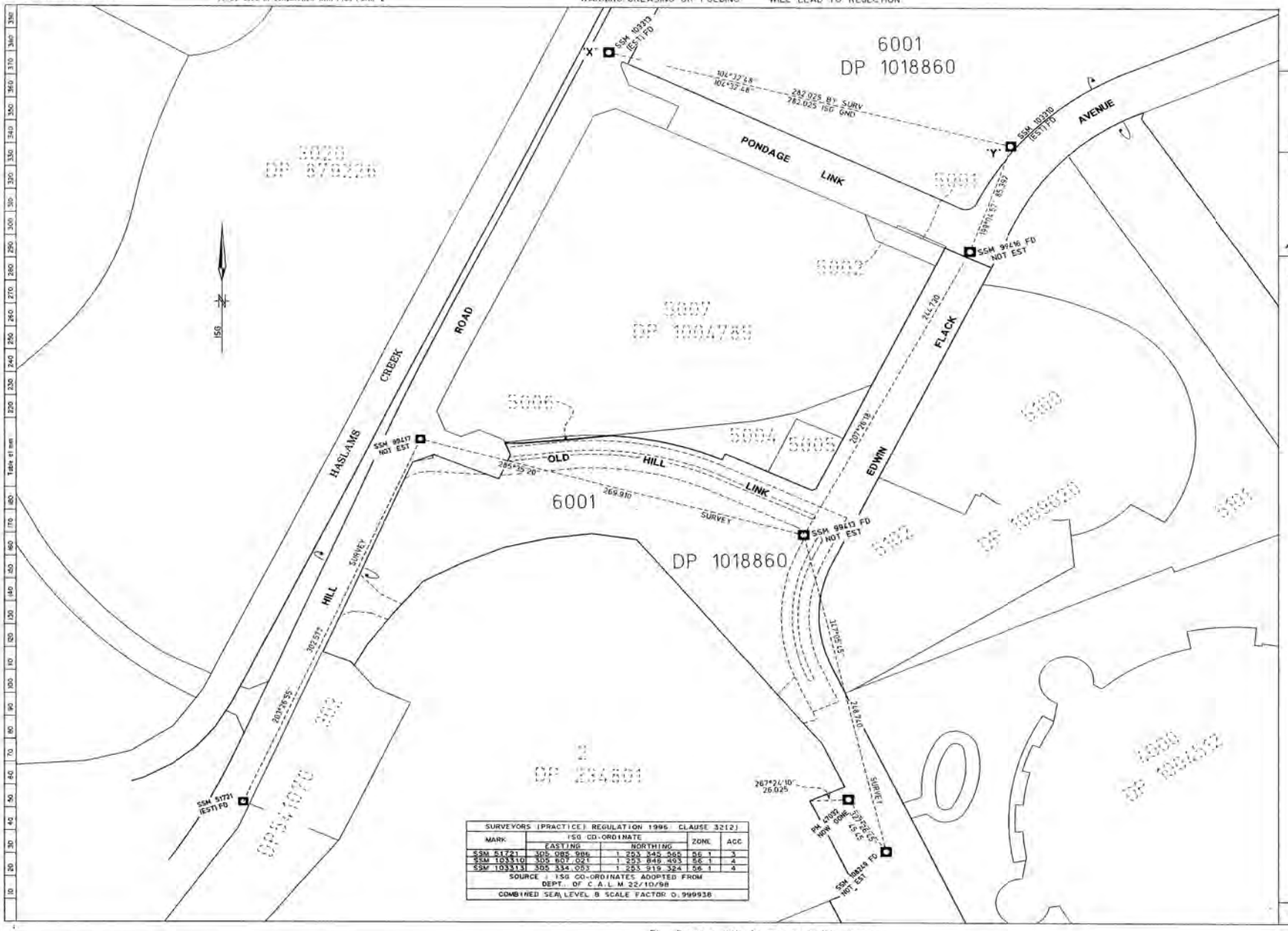
| No | BEARING | DIST | ARC | RAD |
|---|---|---|---|---|
| 1 | 237°48'35" | 4.045 | 6.935 | 2.035 |
| 2 | 25°25'45" | 13.26 | | |
| 3 | 114°33" | 1.923 | 6.065 | 1.965 |
| 4 | 209°28'40" | 13.115 | | |
| 5 | 342°14'15" | 10.255 | 11.27 | 7.555 |
| 6 | 207°59'30" | 3.165 | 5.04 | 1.58 |
| 7 | 116°24'15" | 8.995 | 5.0 | 88.39 |
| 8 | 264°50'25" | 4.87 | 4.87 | 99.835 |

SURVEYOR'S REFERENCE: s120209 rev A (20209) "CHECKLIST"

WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R261413 /Doc:DP 1030892 P /Rev:02-Jul-2001 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 10:03 /Seq:1 of 2
Ref:157609 /Src:M

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION




| SURVEYORS (PRACTICE) REGULATION 1996 CLAUSE 32(2) | | | | |
|---|---|---|---|---|
| MARK | ISG CO-ORDINATE | | ZONE | ACC |
| | EASTING | NORTHING | | |
| SSM 51721 | 305 085.986 | 1 253 545.565 | 56 1 | 3 |
| SSM 103210 | 305 607.021 | 1 253 846.493 | 56 1 | 4 |
| SSM 103213 | 305 334.053 | 1 253 919.324 | 56 1 | 4 |
| SOURCE : ISG CO-ORDINATES ADOPTED FROM DEPT. OF C.A.L.M. 22/10/98 | | | | |
| COMBINED SEA LEVEL & SCALE FACTOR 0.999938 | | | | |

**DP1030892**

Registered: 22.06.2001

This is sheet 2 of my plan in 2 sheets
Date: 8/6/00

P. Hentschel
Surveyor registered under Surveyors Act 1978

This is sheet of the plan of sheets
covered by Subdivision certificate No.
of

Authorised Person/General Manager/Accredited Certifier:

For use where space is insufficient as any panel on Plan Form 3

Reduction Ratio 1: 2000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: s220209 rev A (20209)

Req:R261413 /Doc:DP 1030892 P /Rev:02-Jul-2001 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 10:03 /Seq:2 of 2
Ref:157609 /Src:M

Req:R415313 /Doc:DP 1030892 B /Rev:02-Jul-2001 /Sts:SC.OK /Prt:28-Sep-2015 22:51 /Pgs:ALL /Seq:1 of 7
R

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



DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

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

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

**Part 1**

1. **IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E.A.)

**Schedule of Lots etc Affected**

| Lots Burdened | Lots Benefited |
|---|---|
| LOT 6001 DP 1018860 | LOT 2 DP 234801 |

2. **IDENTITY OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

RIGHT OF CARRIAGEWAY VARIABLE WIDTH (E.B.)

**Schedule of Lots etc Affected**

| Lots Burdened | Lots Benefited |
|---|---|
| LOT 6001 DP 1018860 | LOT 2 DP 234801 |

Signed for and on behalf of OLYMIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of IBC PTY LTD
DIRECTOR
SECRETARY

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



DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

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

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

**PART 2**

**1. Terms of easement firstly referred to in abovementioned plan.**

1. The Owner of the Lot Benefited and every person authorised by the Owner of the Lot Benefited and any person who is entitled to an estate or interest in possession in the Lot Benefited shall have full and free unimpeded right of carriageway to pass by any reasonable means at all times over the Lot Burdened but only within the site of the Easement to get to or from the Lot Benefited.

2. Subject to OCA's obligations as a roads authority under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any Act or regulations that may replace or vary them) and paragraph 4 of these Easement terms, the Owner of the Lot Burdened must ensure that the Owner of the Lot Benefited has unimpeded vehicular access from Edwin Flack Avenue to the driveway on the site of the Easement and from the driveway on the site of the Easement to Edwin Flack Avenue including the ability to turn right into the driveway on the site of the Easement from Edwin Flack Avenue and to turn left from that driveway into Edwin Flack Avenue.

3. The Owner of the Lot Benefited must construct, repair and maintain the site of the Easement from the Lot Benefited over the Lot Burdened to Hill Road and Edwin Flack Avenue. The Owner of the Lot Burdened shall have no obligation or liability for the construction, maintenance or repair of the site of such Easement except to the extent of any damage caused or contributed to by the Owner of the Lot Burdened.

4. The Owner of the Lot Burdened may temporarily restrict access to and along Edwin Flack Avenue and Old Link Road:

   a) where the temporary restriction is reasonably necessary for the Owner of the Lot Burdened to fulfil its obligations under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any Act or regulations that may replace or vary them) (including, without limitation, during the period of any major event such as the Royal ~~East~~ Show or major events held at Stadium Australia); and

   b) where work is reasonably required pursuant to the grant of additional or further easements under paragraph 8.

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of
DIRECTOR
SECRETARY

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



DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

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

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

5. In carrying out work within the site of the Easement from the Lot Benefited to Hill Road and Edwin Flack Avenue such as constructing, replacing, repairing or maintaining trafficable surfaces, driveways or structures, the Owner of the Lot Benefited must:

   a) first submit full details of the proposed works to and obtain the consent of the Owner of the Lot Burdened and that consent may not be unreasonably withheld or delayed;

   b) ensure that all work is done properly;

   c) cause as little inconvenience as is reasonably practicable and reasonably minimise disturbance to the Owner of the Lot Burdened or any occupier of the Lot Burdened; and

   d) cause as little damage as is reasonably practicable to the Lot Burdened and any improvement on it.

6. The Owner of the Lot Benefited when entering upon the Lot Burdened pursuant to the rights granted by the Easement shall do so at its own risk and hereby releases the Owner of the Lot Burdened and its contractors, representatives, officers, employees and assigns from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage or property or death or injury to any person entering upon the Lot Burdened pursuant to the rights granted by the Easement other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers and employees and assigns.

7. The Owner of the Lot Benefited must indemnify and keep indemnified the Owner of the Lot Burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis) charges and expenses (other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees) which are brought, claimed, issued or assessed against the Owner of the Lot Burdened or payable or suffered by the Owner of the Lot Burdened arising out of the Owner of the Lot Benefited (and every person authorised by the Owner of the Lot Benefited and any person entitled to an estate or interest in possession in the Lot Benefited or any person claiming through any of them) exercising any rights granted by the Easement.

Signed for and on behalf of
OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of
DIRECTOR
SECRETARY

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



DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

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

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

8. The Owner of the Lot Burdened may grant further and additional easements to any person, corporation or Authority over the site of the Easement from time to time except where the proposed easement to be granted would deprive the Owner of the Lot Benefited of any of the rights it enjoys under this Easement.

9. The terms and conditions of the Easement shall constitute and be covenants and agreements by and between each proprietor of the Lot Benefited and each proprietor of the Lot Burdened for themselves and their respective assigns, successors and transferees with the intention that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of the Easement.

10. The consent of the Owner of the Lot Benefited is required to the release, variation or modification of the Easement.

11. The land to which the benefit of the Easement is appurtenant is the Lot Benefited and the land which is subject to the burden of the Easement is the Lot Burdened.

12. Definitions

For the purposes of this Easement, unless the contrary intention appears, the following terms have the indicated meanings:

**Authority** means a government, semi-government, local government, statutory, public, ministerial, civil or other authority or body.

**Easement** means the Easement identified in Clause 1 of Part 1.

**Owner of the Lot Benefited** means any person (including any corporation or an Authority) registered as a proprietor in fee simple of the Lot Benefited from time to time.

**Owner of the Lot Burdened** means any person (including a corporation or an Authority) registered as proprietor in fee simple of the Lot Burdened from time to time.

Common Seal

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY

THE COMMON SEAL OF THE OLYMPIC CO-ORDINATION AUTHORITY

DIRECTOR OF GENERAL

Signed for and on behalf of IBC HOMEBUSH PTY LTD

DIRECTOR

SECRETARY

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



DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

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

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

**2. Terms of easement secondly referred to in abovementioned plan**

1. The Owner of the Lot Benefited and every person authorised by the Owner of the Lot Benefited and any person who is entitled to an estate or interest in possession in the Lot Benefited shall have full and free unimpeded right of carriageway to pass by any reasonable means at all times over the Lot Burdened but only within the site of the Easement to get to or from the Lot Benefited but not to park or stand vehicles on Edwin Flack Avenue or Old Link Road.

2. Subject to OCA's obligations as a roads authority under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any act or regulations that may replace or vary them) and paragraph 4 of these Easement terms, the Owner of the Lot Burdened must ensure that the Owner of the Lot Benefited has unimpeded vehicular access from Edwin Flack Avenue to the driveway adjoining Edwin Flack Avenue which links the Lot Benefited and Edwin Flack Avenue and from such driveway to Edwin Flack Avenue including the ability to turn right into such driveway from Edwin Flack Avenue and to turn left from such driveway into Edwin Flack Avenue.

3. The Owner of the Lot Burdened must repair and maintain the site of the Easement over Edwin Flack Avenue and Old Link Road. The Owner of the Lot Benefited shall have no obligation or liability for the maintenance or repair of the site of such Easement except to the extent of any damage caused or contributed to by the Owner of the Lot Benefited.

4. The Owner of the Lot Burdened may temporarily restrict access to and along Edwin Flack Avenue and Old Link Road:

   a) where the temporary restriction is reasonably necessary for the Owner of the Lot Burdened to fulfil its obligations under the Homebush Bay Operations Act 1999 or the regulations under that Act from time to time (or any Act or regulations that may replace or vary them) (including, without limitation, during the period of any major event such as the Royal ~~Easter~~ Show or major events held at Stadium Australia); and

   b) where work is reasonably required pursuant to the grant of additional or further easements under paragraph 8.

Signed for and on behalf of OLYMPIC CO-ORDINATION AUTHORITY by DIRECTOR GENERAL

Signed for and on behalf of [illegible] by DIRECTOR / SECRETARY

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



DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

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

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

5. In carrying out works within the site of the Easement over Edwin Flack Avenue and Old Link Road such as replacing, repairing or maintaining trafficable surfaces, driveways or structures, the Owner of the Lot Burdened must:

   a) provide reasonable prior written notice and details of the proposed works to the Owner of the Lot Benefited;

   b) ensure that all work is done properly;

   c) cause as little inconvenience as is reasonably practicable and reasonably minimise disturbance to the Owner of the Lot Benefited or any occupier of the Lot Benefited; and

   d) cause as little damage as is reasonably practicable to the site of ~~the Easement~~ any easement for which the Owner of the Lot Benefited is responsible for construction, maintenance or repair.

6. The Owner of the Lot Benefited when entering upon the Lot Burdened pursuant to the rights granted by the Easement shall do so at its own risk and hereby releases the Owner of the Lot Burdened and its contractors, representatives, officers, employees and assigns from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage or property or death or injury to any person entering upon the Lot Burdened pursuant to the rights granted by the Easement other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers and employees and assigns.

7. The Owner of the Lot Benefited must indemnify and keep indemnified the Owner of the Lot Burdened from all actions (whether in tort or otherwise), suits, claims, demands, penalties, proceedings, losses, damages, compensation, costs (including but not limited to legal costs on a full indemnity basis) charges and expenses (other than to the extent caused or contributed to by the act or omission of the Owner of the Lot Burdened, its contractors, representatives, officers, employees, assigns, licensees and lessees) which are brought, claimed, issued or assessed against the Owner of the Lot Burdened or payable or suffered by the Owner of the Lot Burdened arising out of the Owner of the Lot Benefited (and every person authorised by the Owner of the Lot Benefited and any person entitled to an estate or interest in possession in the Lot Benefited or any person claiming through any of them) exercising any rights granted by the Easement.

Signed for and on behalf of
OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of IBC
DIRECTOR
SECRETARY

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



DP1030892

Plan of Right of Carriageways over Lot 6001 in DP 1018860

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

Olympic Co-ordination Authority
7 Figtree Avenue
Homebush Bay 2127

8. The Owner of the Lot Burdened may grant further and additional easements to any person, corporation or Authority over the site of the Easement from time to time except where the proposed easement to be granted would deprive the Owner of the Lot Benefited of any of the rights it enjoys under this Easement.

9. The terms and conditions of the Easement shall constitute and be covenants and agreements by and between each proprietor of the Lot Benefited and each proprietor of the Lot Burdened for themselves and their respective assigns, successors and transferees with the intention that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of the Easement.

10. The consent of the Owner of the Lot Benefited is required to the release, variation or modification of the Easement.

11. The land to which the benefit of the Easement is appurtenant is the Lot Benefited and the land which is subject to the burden of the Easement is the Lot Burdened.

12. If any part of Edwin Flack Road or Old Link Road is dedicated as a public road, the easement created under this Easement over such part of Edwin Flack Road or Old Link Road shall lapse.

13. Definitions

For the purposes of this Easement, unless the contrary intention appears, the following terms have the indicated meanings:

**Authority** means a government, semi-government, local government, statutory, public, ministerial, civil or other authority or body.

**Easement** means the Easement identified in Clause 2 of Part 1.

**Owner of the Lot Benefited** means any person (including any corporation or an Authority) registered as a proprietor in fee simple of the Lot Benefited from time to time.

**Owner of the Lot Burdened** means any person (including a corporation or an Authority) registered as proprietor in fee simple of the Lot Burdened from time to time.

22-06-2001

Signed for and on behalf of
OLYMPIC CO-ORDINATION AUTHORITY
BY
DIRECTOR GENERAL

Signed for and on behalf of IBC Holdings Pty Ltd
DIRECTOR
SECRETARY

Common Seal

PLAN FORM 2

Plan Drawing only to appear in this space

# DP1063407

| | |
|---|---|
| Registered: | 27.01.2004 |
| Title System: | TORRENS |
| Purpose: | SUBDIVISION |
| Ref. Map: | U004S-27.82.84 SI.33 |
| Last Plan: | DP 1018860 |

PLAN FOR SUBDIVISION OF LOT 6001 D.P. 1018860

Lengths are in metres. Reduction Ratio 1:1000

| | |
|---|---|
| L.G.A.: | AUBURN |
| Locality: | HOMEBUSH BAY |
| Parish: | CONCORD |
| County: | CUMBERLAND |

This is sheet 1 of my plan in 4 sheets (Delete if inapplicable).

## SIGNATURES, AND SEALS ONLY

Signed by me Terrence C Martin as Delegate of the Sydney Olympic Park Authority and without excepting any personal liability and I hereby declare that I have no notice of the Revocation of such Delegation, in the presence of:

Signature of witness

SOPA by its Delegate

Brian Hardman

Print Name of Witness

SYDNEY OLYMPIC PARK AUTHORITY THE Common Seal OF NSW GOVERNMENT

Authorised Person, Auburn Council, in the presence of:

Signature of witness

Judy Clark

Authorised Person Auburn Council

Print Name of Witness

### Department of Land and Water Conservation Approval

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

Signature:.....
Date:.....
File Number:.....
Office:.....

### Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION ..... set out herein

* (Insert 'subdivision' or 'new road')

.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority : SYDNEY OLYMPIC PARK AUTHORITY
Date of endorsement : 10 DECEMBER 2003
Accreditation no : N/A
Subdivision Certificate no : SUB 2/03
File no : F03/1680

Note:
When the plan is to be lodged electronically in the Land and Property Information, it should include a signature in an electronic or digital format approved by the Registrar-General.
* Delete whichever is inapplicable.

### Surveying Regulation 2001

I, PIERRE HARTZENBERG
of HARD & FORRESTER PTY LTD 52 FREDERICK ST ROCKDALE NSW 2216
a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 2 October 2003.
The survey relates to ROAD WIDENING
(Here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

(Signature) P Hartzenberg Dated 2/10/03
Surveyor registered under the Surveying Act 2002

Datum Line: 'X' - 'Y'
Type: Urban/Rural*

Plans used in preparation of survey/compilation.

DP 1030892
DP 1018860

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964, IT IS INTENDED TO RELEASE:

1. THAT PART OF THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH (EA) IN DEPOSITED PLAN 1030892 BEING WITHIN THE LAND TO BE DEDICATED AS PUBLIC ROAD TO AUBURN COUNCIL IN THIS PLAN

ALL DIAGRAMS ARE ON SHEET 3 UNLESS OTHERWISE STATED

SURVEYOR'S REFERENCE: 1102950003 rev (A)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R261265 /Doc:DP 1063407 P /Rev:28-Jan-2004 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 09:52 /Seq:1 of 4
Ref:157609 /Src:M

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

# DP1063407

Registered: 27.01.2004

(EA) RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.
(EB) RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892.

C EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE VIDE DP

| SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 32(2) | | | | | |
|---|---|---|---|---|---|
| MARK | M.G.A. CO-ORDINATES EASTING | M.G.A. CO-ORDINATES NORTHING | ZONE | CLASS | ORDER |
| SSM 51721 | 320 152.021 | 6 253 109.033 | 56 | C | 3 |
| SSM 99413 | 320 526.374 | 6 253 321.428 | 56 | B | 2 |
| SSM 99417 | 320 267.038 | 6 253 388.893 | 56 | B | 2 |
| COMBINED SEA LEVEL SCALE FACTOR = 0.999997 | | | | | |
| SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM LPI ON THE 30 September 2003. | | | | | |

SSM 99417 FD (EST) "X"
104°28'30" 269.91 BY SURVEY
104°38'30" 269.905 MGA GROUND
(EB)
"Y" SSM 99413 FD (EST)
RM DH&W FD 69°34'30"-4.015 DP 1030892
RM DH&W FD 46°38'-5.78 DP 1030892
14.475
240°01'40" 67.145
34.175
6002
ROAD
RM DH&W 151°27'30"-4.345
NAIL IN FOOTPATH
CH. 357°23'20" 8.49
A. 8.71 R. 11.4
PEG
30°
38.15
78.77
PEG
315°
17.015
12°
297°11'
16.53
43°
29.385
(EA)
30.43
04'
15°
18.051
215°
RM GONE
16.99
L1
13.61
94°34'30"
12.515
111°55'
(4.945)
21°
PEG
23°36'
156.75
66°15'
8.61
RM DH&W 108°01'-1.9
NAIL
30.005
NAIL FD 111°43'30"-0.5
RM DH&W FD 111°48'-3.895 BY ME 111°36'25"-3.88 DP879226
SSM 51721 FD (EST)
30.48
215°
MGA
IAS WIDENED
ROAD WIDENING 260.6m²
HILL
202°20'05" 302.561 BY SURVEY
202°20'00" 302.574 MGA GROUND

ROAD
RM DH&W FD DP 710562 111°54'-3.28 BY ME DP 831539 & DP 879226
38.98
242°40'40"
246°43'30" 0.705
HILL
21°43'30" 4.01
20°43'30" 0.06
RM DH&W FD 69°34'30"-4.015 DP 1030892
43'
30"
20°
14.47
6002

This is sheet 2 of my plan in 4 sheets dated 4/11/03
P. Hartgerink
Surveyor registered under Surveying Act 2002

This is sheet 2 of the plan of 4 sheets covered by subdivision certificate No. SUB 4/03 dated

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient for any panel on Plan Form 2

Reduction Ratio 1: 400

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: 1102950003 rev (A)

Req:R261265 /Doc:DP 1063407 P /Rev:28-Jan-2004 /Sts:SC.OK /Egs:ALL /Prt:27-Feb-2017 09:52 /Seq:2 of 4
Ref:157609 /Src:M

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING CREASING OR FOLDING WILL LEAD TO REJECTION

**DP1063407**

Registered: 27-01-2004

This is sheet 3 of my plan in 4 sheets
dated 2/01/03
P. Hartshorn
Surveyor registered under Surveying Act 2002

This is sheet 3 of the plan of 4 sheets surveyed by subdivision certificate No. 3085 2/04 on

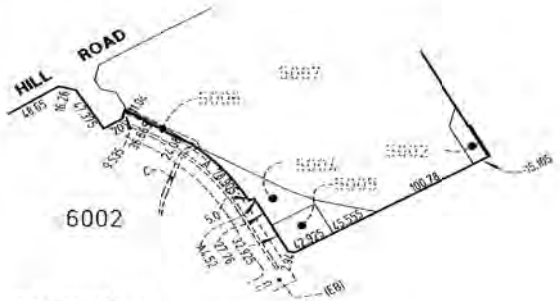
Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel in Plan Form 2.

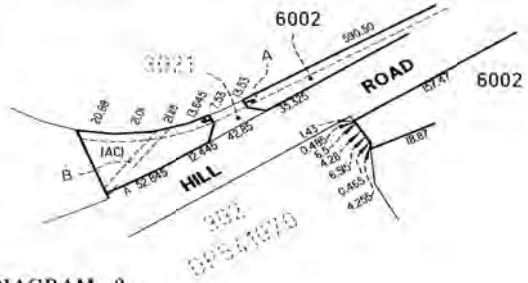
Resultion Rule 1 SEE DIAGRAMS

SURVEYOR'S REFERENCE: 102950003.rev (A)

## DIAGRAM 1
(NOT TO SCALE)




## DIAGRAM 2
(NOT TO SCALE)




## DIAGRAM 5
(NOT TO SCALE)



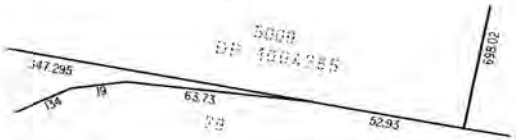

## DIAGRAM 6
(NOT TO SCALE)







## DIAGRAM 7
(NOT TO SCALE)




## DIAGRAM 8
(NOT TO SCALE)




## DIAGRAM 9
(NOT TO SCALE)




Plan Drawing only to appear in this space

Req:R261265 /Doc:DP 1063407 P /Rev:28-Jan-2004 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 09:52 /Seq:3 of 4
Ref:157609 /Src:M

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

**DP1063407**

Registered: 27.01.2004

This is sheet 4 of my plan in 4 sheets dated 2/10/03

P. Hardy

Surveyor registered under Surveying Act 2002

This is sheet 4 of the plan of 4 sheets covered by Subdivision certificate No. 508.2/04 etc.

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: NOT TO SCALE

SURVEYOR'S REFERENCE: 1102950003 rev (A)

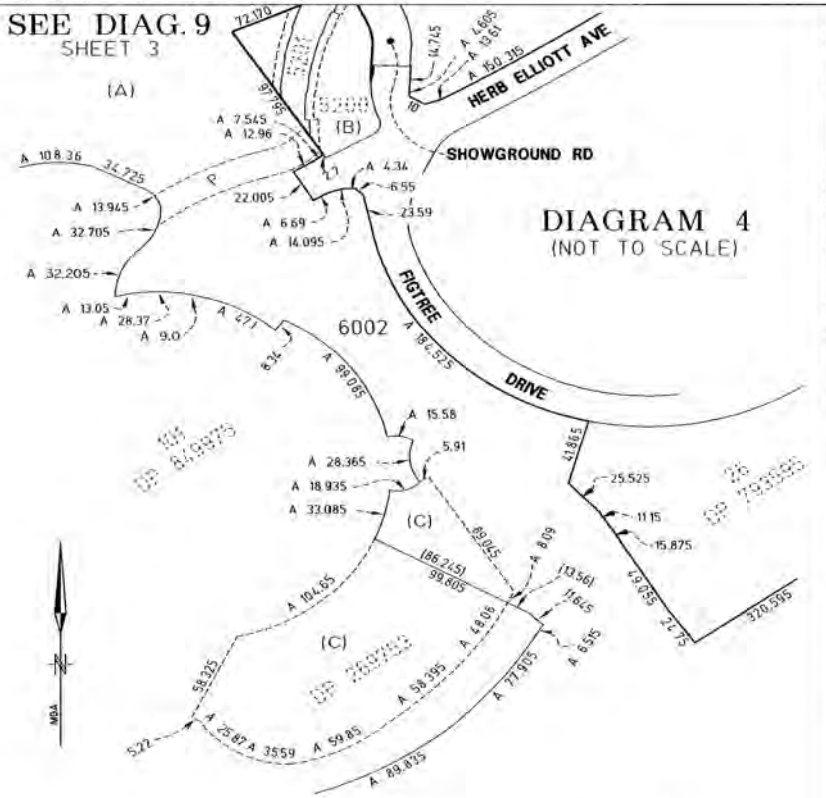
Plan Drawing only to appear in this space

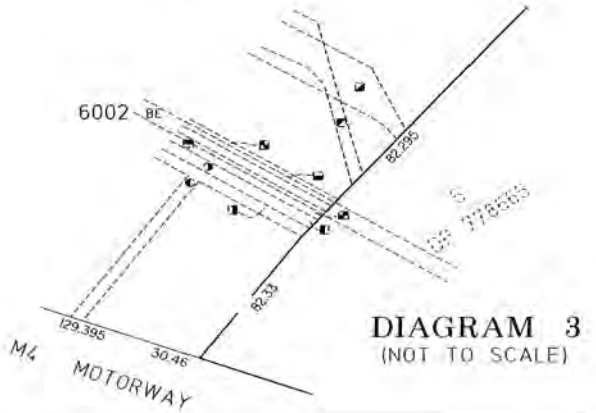
| | |
|---|---|
| A | EASEMENT FOR ACCESS VARIABLE WIDTH VIDE DP 219096 DEALING No J795907. |
| B | DRAINAGE EASEMENT 4.57 WIDE VIDE DP 219096 DEALING No J795907. |
| C | EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE VIDE DP 1062946 |
| D | EASEMENT FOR UNDERGROUND CABLES 3.66 WIDE VIDE DP 451576 DEALING Q778767. |
| E | EASEMENT TO DRAIN WATER 7 & 3 WIDE VIDE DP 774130. |
| J | EASEMENT FOR WATERMAIN 6.095 WIDE VIDE K654296 (VIDE DP 229640). |
| L | EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE & 6 WIDE VIDE DP 831539. |
| P | EASEMENT FOR SERVICES 17 WIDE & VARIABLE VIDE DP 831539. |
| R | PROPOSED EASEMENT TO DRAIN WATER 10 WIDE VIDE DP 831539. |
| U | RIGHT OF CARRIAGEWAY 6.1 WIDE VIDE DP 229640. |
| W | EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE VIDE DP 818981. |
| X | RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 831539. |
| Y | RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 109219 DEALING No J886626 & K554665. |
| (EA) | RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892. |
| (EB) | RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE DP 1030892. |
| BA | EASEMENT FOR WATERMAIN 3.05 WIDE (VIDE L837910, DP 223100). |
| BB | EASEMENT FOR UNDERGROUND ELECTRICITY CABLES 3.66 WIDE (L75620, DP 235844). |
| BD | EASEMENT FOR TRANSMISSION LINES 30.48 WIDE & VARIABLE WIDTH (VIDE R347715, V630902 DP 569529). |
| BE | EASEMENT FOR UNDERGROUND TRANSMISSION LINE4.5, 5, 7, 7.5, 9, 11, 12 WIDE & VARIABLE WIDTH PROPOSED. |

| | |
|---|---|
| (A) | BENEFITTED BY RIGHT OF CARRIAGEWAY VAR WIDTH VIDE DP 875723. |
| (B) | NIL GRANT RESERVATION AND CONDITIONS SEE I/882168. |
| (C) | RESTRICTION ON THE USE OF LAND (VIDE DP 269753) |

| | |
|---|---|
| (AA) | LAND EXCLUDES MINERALS - S.141 PUBLIC WORKS ACT, 1912. |
| (AB) | LAND EXCLUDES MINERALS - S.134 PUBLIC WORKS ACT, 1900. |
| (AC) | LAND EXCLUDES MINERALS - S.141 PUBLIC WORKS ACT, 1912. LAND EXCLUDES MINERALS - S.134 PUBLIC WORKS ACT, 1900. |
| (AD) | BENEFITTED BY RIGHT OF WAY - L827059. |
| (AF) | BENEFITTED BY RIGHT OF CARRIAGEWAY - K554665. |
| (AG) | BENEFITTED BY EASEMENT TO DRAIN WATER - K868355. |
| (AH) | RESERVATIONS & CONDITIONS IN CROWN GRANT. |
| (AK) | RESTRICTION(S) ON THE USE OF LAND VIDE DP DP 740790. |

| | |
|---|---|
| | EASEMENT FOR RAILWAY PURPOSES VARIABLE WIDTH VIDE DEALING M395085. |
| | RIGHT OF CARRIAGEWAY VIDE DP 225350. |
| | RIGHT OF CARRIAGEWAY VIDE DP 225350 DEALING K818375. EASEMENT FOR RAILWAY PURPOSES VARIABLE WIDTH VIDE DEALING M395085. |
| | PIPELINE EASEMENT 3 WIDE, 12 WIDE & VAR VIDE DP 499007 DEALING R297864, R297865, R342216 (SHEET 10). |
| | PIPELINE EASEMENT 3 WIDE, 12 WIDE & VAR VIDE DP 499008 DEALING No S816045, S816046, S816047 (SHEET 7). |
| | EASEMENT FOR ELECTRICITY PURPOSES 2.44 WIDE VIDE DP 223082 DEALING No J937238. |
| | EASEMENT FOR ELECTRICITY MAINS 3.05 WIDE VIDE DP 430149 DEALING No D40474. |
| | EASEMENT FOR ELECTRICITY PURPOSES 3.05 WIDE VIDE DP 106717 DEALING No D928745. |
| | EASEMENT FOR GAS 3.05 WIDE DEALING G483307 (PLAN). |
| | EASEMENT FOR ELECTRICITY PURPOSES 2.44 WIDE VIDE DP 831539. |
| | EASEMENT FOR ELECTRICITY MAINS 3.05 WIDE VIDE DP 831539. |
| | EASEMENT FOR ELECTRICITY PURPOSES 3.05 WIDE VIDE DP 831539. |
| | EASEMENT FOR GAS 3.05 WIDE DEALING DP 831539. |




Req:R261265 /Doc:DP 1063407 P /Rev:28-Jan-2004 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 09:52 /Seq:4 of 4
Ref:157609 /Src:M

Req:R261266 /Doc:DP 1063407 B /Rev:28-Jan-2004 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 09:52 /Seq:1 of 2
Re

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919**



Plan of Subdivision of Lot 6001 DP 1018860
covered by Subdivision Certificate No. SUB 2/03

# DP1063407

**Full Name and Address of the Registered Proprietor of the Land:**

SYDNEY OLYMPIC PARK AUTHORITY
7 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

## PART 1A

| | | |
|---|---|---|
| 1. | **Identity of Easement to be released firstly referred to in abovementioned plan** | That part of the Right of Carriageway Variable Width (EA) in Deposited Plan 1030892 being within the land to be dedicated as public road to Auburn Council in this plan |

## SCHEDULE OF LOTS AFFECTED

| **Lot Burdened** | **Authority Benefited** |
|---|---|
| Land to be dedicated as public road to Auburn Council in this plan (being Part Lot 6001 Deposited Plan 1018860) | Auburn Council |

Signed by me **Terrence C Martin** as Delegate of Sydney Olympic Park Authority (SOPA) and without excepting any personal liability and I hereby declare that I have no notice of the Revocation of such Delegation, in the presence of:

SYDNEY OLYMPIC PARK AUTHORITY THE Common Seal OF NSW GOVERNMENT

Bryan Hardman

(Signature of Witness)

BRYAN HARDMAN.

(Name of Witness in full)
7 FIGTREE DRIVE
SYDNEY OLYMPIC PARK 2127

SOPA by its Delegate

Terrence C. MARTIN.

HILL ROAD WIDENING

JC KB

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919**

**Lengths are in metres** (Sheet 2 of 2)

Plan of Subdivision of Lot 6001 DP 1018860 covered by Subdivision Certificate No.

DP1063407

**Authorised Person, Auburn Council**, in the presence of:

Auburn Council by its Authorised Person

(Signature of Witness)

(Name of Witness in full)

Executed by **IBC Homebush Pty Ltd** pursuant to Section 127 of the Corporations Act 2001 and in accordance with its Constitution:

Director PETER HURLEY

Secretary/~~Director~~ STEPHEN JAY

HILL ROAD WIDENING

REGISTERED 27.01.04

AD627184N

Form: 13PC
Licence: 01-05-074
Licensee: LEAP Legal Software Pty Limited
Firm name: Makinson & d'Apice

# POSITIVE COVENANT

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

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

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

(A) **TORRENS TITLE**

Folio Identifiers 25/225350, 26/225350, 27/225350 and 2/234801

(B) **LODGED BY**

| Delivery Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 124E | LLPN: 123820V<br>Legalink Pty Ltd (head Office - Sydne<br>LEVEL 8, 170 PHILLIP STREET<br>SYDNEY NSW 2000<br>Ph: 02 9230 6900<br>MAK:121420 | PC |

(C) **REGISTERED PROPRIETOR**

TRUST COMPANY LIMITED A C N 004 027 749

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

| Nature of Interest | Number of Instrument | Name |
|---|---|---|
| ~~Mortgage~~ | ~~AB20014~~ | ~~Fidelity Custodian Nominees Pty Limited~~ |

(E) **PRESCRIBED AUTHORITY**

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

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

**DATE** 6/12/2007

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

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

Signature of witness:
Name of witness: SIVA SIVAKUMAR
Address of witness: 1 SUSAN ST AUBURN 2144

Signature of authorised officer:
Name of authorised officer: GLENN FRANCIS
Position of authorised officer: MANAGER DEVELOPMENT ASSESSMENT.

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

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.

Signature of witness:
Name of witness: MARY ZHAO
Address of witness: Level 3, 35 Clarence Street Sydney, NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:
Authorised officer's name: JOHN NEWBY
Authority of officer: Attorney
Signing on behalf of: Trust Company Limited
Book 4279 No. 670.

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. SEE ANNEXURE, agrees to be bound by this positive covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

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

Signature of mortgagee:

AD 247972 – FT 19/11.

**Annexure "A" to Positive Covenant**

Parties: Trust Company Limited and Auburn Council

Date: 6 December 2007

## 1. TERMS OF POSITIVE COVENANT

1.1 The proprietor/s of the property hereby burdened with respect to the detention facility described in Plan Numbers OSD - 302 dated 12.03.07 (Council's File Ref: DA-65/2006) held in the offices of the Council of Auburn, Civic Place, 1 Susan Street, Auburn shall:

(a) Permit stormwater to be temporarily detained in the detention facility.

(b) Keep the detention facility clean and free from silt, rubbish and debris.

(c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.

(d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.

(e) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.

(f) Permit the Council or its authorised agent 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.

(g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.

1.2 In the event of the proprietor/s failing to comply with the terms of any written notice served with respect to the matters in Clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the system and recover from the proprietor/s the cost of carrying out the work and if necessary recover the amount due by legal proceedings (including legal cost and fees) and entry of a covenant charge on the lots 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.

1.3 The Proprietor/s of the property must send to the Council an annual maintenance inspection summary of the on-site detention with associated certificates within the first month of every calendar year as detailed in the **attached** maintenance schedule.

1.4 In this Covenant "Council" means Auburn Council.

## 2. LIMITATION OF LANDLORD'S LIABILITY

2.1 The Landlord enters into this Deed as custodian and agent of the Trustee of the Trust and in no other capacity.

2.2 The parties other than the Landlord acknowledge that the Obligations are incurred by the Landlord solely in its capacity as custodian of the Assets and as agent of the Trustee and that the Landlord will cease to have any Obligation under this Deed if the Landlord ceases for any reason to be owner of the Assets.

2.3 The Landlord will not be liable to pay or satisfy any Obligations except to the extent to which it is indemnified by the Trustee or except out of the Assets against which it is entitled to be indemnified in respect of any liability incurred by it. The obligation of the Trustee to indemnify the Landlord and the right of the Landlord to be indemnified out of the Assets are limited.

2.4 The parties other than the Landlord may enforce their rights against the Landlord arising from non-performance of the Obligations only to the extent of the indemnity referred to in clause 2.3.

2.5 If any party other than the Landlord does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:

(a) bringing proceedings against the Landlord in its personal capacity; or

(b) applying to have the Landlord wound up or proving in the winding up of the Landlord.

2.6 Except in the case of and to the extent of fraud, negligence or breach of duty on the part of the Landlord under its custody agreement with the Trustee, the parties other than the Landlord waive their rights and release the Landlord from any personal liability whatsoever, in respect of any loss or damage:

(a) which they may suffer as a result of any:

(i) breach by the Landlord of any of its Obligations; or

(ii) non-performance by the Landlord of the Obligations; and

(b) which cannot be paid or satisfied from the indemnity set out above in clause 2.6 in respect of any liability incurred by it.

2.7 The parties other than the Landlord acknowledge that the whole of this Deed is subject to this clause and subject to clause 2.6 the Landlord shall in no circumstances be required to satisfy any liability arising under, or for non performance or breach of any Obligations under or in respect of, this Deed or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than to the extent that this Deed requires satisfaction out of the Assets under the Landlord's control and in its possession as and when they are available to the Landlord to be applied in exoneration for such liability.

2.8 The parties acknowledge that the Trustee is responsible under the Constitution for performing a variety of obligations relating to the Trust, including under this Deed. The parties agree that no act or omission of the Landlord (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of duty of the Landlord for the purposes of clause 2.6 to the extent to which the act or omission was caused or contributed to by any failure of the Trustee or any other person or fulfil its obligations relating to the Trust or by any other act or omission of the Trustee or any other person.

2.9 No attorney, agent or other person appointed in accordance with this Deed has authority to act on behalf of the Landlord in a way which exposes the Landlord to any personal liability and no act or omission of such a person will be considered fraud, negligence or breach of duty of the Landlord for the purposes of clause 2.6.

2.10 In this and the following clause, the following definitions apply:

***Assets*** includes all assets, property and rights real and personal of any value whatsoever of the Trust.

***Obligations*** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Registered Proprietor under or in respect of this Positive Covenant.

***Trust*** means Macquarie Industrial Trust.

***Trustee*** means the entity from time to time acting in the Trustee's Capacity which at the date of this Lease is Tallina Pty Limited A C N 090 716 895.

***Trustee's Capacity*** means the capacity in which the Trustee enters into this Positive Covenant being as Trustee of the Trust.

## 3. LIMITATION OF THE TRUSTEE'S LIABILITY

3.1 Capacity

The Trustee's liability under this Deed is limited to the Trustee's Capacity and the Trustee is not liable in any other capacity.

3.2 Limitation

Subject to clause 3.4, the liability of the Trustee in respect of any cause of action, claim or loss arising:

(a) under or in connection with this Deed;

(b) in connection with any transaction, conduct or any other agreement contemplated by this Deed; or

(c) under or in connection with (to the extent permitted by law) any representation or undertaking given or to be given in connection with this Deed,

(each, a **Trust Claim**), is limited to the Assets. The right of the parties other than the Trustee to recover any amount in respect of any (and all) Trust Claims is limited to a right to recover an amount not exceeding the amount which the Trustee is entitled and able to recover from the Assets (after taking account of the costs of exercising its right of indemnity or exoneration) and if, after exercise of those rights, any such amount remains outstanding, no further Trust Claim may be made against the Trustee personally.

3.3 Acknowledgment of Limitations

The parties other than the Trustee agree and acknowledge that they must not, in respect of any Trust Claim:

(a) subject to clause 3.4, bring proceedings against the Trustee in its personal capacity;

(b) seek to appoint an administrator or liquidator to the Trustee;

(c) commence the winding-up, dissolution or administration of the Trustee; or

(d) appoint a receiver, receiver and manager, administrative receiver or similar official to all or any of the assets of the Trustee,

except to the extent that the steps taken affect any Assets or the Trustee's right of recourse against, and indemnity from, the Assets and nothing else.

3.4 Exception

If the Trustee acts negligently, fraudulently, with wilful misconduct or in breach of trust with a result that:

(a) the Trustee's right of indemnity, exoneration or recoupment of the Assets; or

(b) the actual amount recoverable by the Trustee in exercise of those rights,

is reduced in whole or in part or does not exist, then to the extent that such right or the amount so recoverable is reduced or does not exist, the Trustee may be personally liable.

**The authority having the power to release, vary or modify the terms of the Positive Covenant as set out above is Auburn Council.**

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.

.....
Signature of Witness

MARY ZHAO
.....
Name of Witness

Level 3, 35 Clarence Street
Sydney, NSW 2000
.....
Address of Witness

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

.....
Signature of Attorney

JOHN NEWBY
.....
Attorney's Name

Senior Manager
.....
Signing on behalf of
**TRUST COMPANY LIMITED**

Power of Attorney – Book. 4279 No. 670

GLENN FRANCIS
.....
**Authorised Person**
**Auburn Council**

**CONSENT OF MORTGAGEE**

The Mortgagee under Mortgage registered number AB20014 agrees to be bound by this Positive Covenant.

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.

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

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

.....
Signature of Attorney

.....
Attorney's Name

.....
Signing on behalf of
**FIDELITY CUSTODIAN NOMINEES PTY LIMITED**

Power of Attorney – Book. _____ No. _____

**CONSENT OF THE LESSEE**

The Lessee under Lease registered number 8363015 agrees to be bound by this Positive Covenant.

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.

.....
Signature of Witness

MARY ZHAO
.....
Name of Witness

Level 3, 35 Clarence Street
Sydney, NSW 2000
.....
Address of Witness

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

.....
Signature of Attorney

JOHN NEWBY
.....
Attorney's Name

Senior Manager
.....
Signing on behalf of
**TRUST COMPANY LIMITED**

Power of Attorney – Book. 4279 No. 670

| MAINTENANCE ACTION | FREQUENCY (SEE NOTE 1) | RESPONSIBILITY (SEE NOTE 2) | PROCEDURE |
|---|---|---|---|
| **Discharge Control Pit (DCP)** | | | |
| Inspect & remove any blockage of orifice | Six monthly | Owner | Remove grate & screen to inspect orifice. See plan for location of DCP |
| Check attachment of orifice plate to wall of pit (gaps less than 5 mm) | Annually | Maintenance Contractor | Remove grate and screen. Ensure plate mounted securely, tighten fixings if required. Seal gaps as required. |
| Check orifice diameter correct and retains sharp edge | Five yearly | Maintenance Contractor | Compare diameter to design (see Work- as- Executed) and ensure edge is not pitted or damaged. |
| Inspect screen and clean | Six monthly | Owner | Remove grate and screen if required to clean it. |
| Check attachment of screen to wall of pit | Annually | Maintenance Contractor | Remove grate and screen. Ensure screen fixings secure. Repair as required. |
| Check screen for corrosion | Annually | Maintenance Contractor | Remove grate and examine screen for rust or corrosion, especially at corners or welds. |
| Inspect flap valve & remove any blockage | Six monthly | Owner | Remove grate. Ensure flap valve moves freely and remove any blockages or debris. |
| Check attachment of flap valve to wall of pit | Annually | Maintenance Contractor | Remove grate. Ensure fixings of valve are secure. |
| Check flap valve seals against wall of pit | Annually | Maintenance Contractor | Remove grate. Fill pit with water and check that flap seals against side of pit with minimal leakage. |
| Check any hinges of flap valve move freely | Six monthly | Maintenance Contractor | Remove grate. Test valve hinge by moving flap to full extent. |

Req:R415316 /Doc:DL AD627184 /Rev:20-Feb-2008 /Sts:NO.OK /Prt:28-Sep-2015 22:51 /Pgs:ALL /Seq:7 of 10
R

| MAINTENANCE ACTION | FREQUENCY (SEE NOTE 1) | RESPONSIBILITY (SEE NOTE 2) | PROCEDURE |
|---|---|---|---|
| **Discharge Control Pit (DCP) (Cont'd)** | | | |
| Inspect overflow weir & remove any blockage | Six monthly | Maintenance Contractor | Remove grate and open cover to ventilate underground storage if present. Ensure weir clear of blockages. |
| Inspect DCP walls (internal and external, if appropriate) for cracks or spalling | Annually | Maintenance Contractor | Remove grate to inspect internal walls. Repair as required. Clear vegetation from external walls if necessary and repair as required. |
| Inspect DCP sump & remove any sediment/ sludge | Six monthly | Owner | Remove grate and screen. Remove sediment/ sludge build- up and check orifice and flap valve clear. |
| Inspect grate for damage or blockage | Six monthly | Owner | Check both sides of grate for corrosion, (especially corners and welds) damage or blockage. |
| Inspect return pipe from storage & remove any blockage | Six monthly | Owner | Remove grate and screen. Ventilate underground storage if present. Open flap valve and remove any blockages in return line. Check for |
| Inspect outlet pipe & remove any blockage | Six monthly | Maintenance Contractor | Remove grate and screen. Ventilate underground storage if present. Check orifice and remove any blockages in outlet pipe. Flush outlet pipe to confirm it drains freely. Check for sludge/ debris on upstream side of return line. |
| Check step irons for corrosion | Annually | Maintenance Contractor | Remove grate. Examine step irons and repair any corrosion or damage. |
| Check fixing of step irons is secure | Six monthly | Maintenance Contractor | Remove grate and ensure fixings secure prior to placing weight on step iron. |

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R

| MAINTENANCE ACTION | FREQUENCY (SEE NOTE 1) | RESPONSIBILITY (SEE NOTE 2) | PROCEDURE |
|---|---|---|---|
| **Storage** | | | |
| Inspect return pit & remove any sediment/ sludge in pit | Six monthly | Owner | Remove grate and screen. Remove sediment/ sludge build- up. |
| Inspect internal walls of return pit (and external, if appropriate) for cracks or spalling | Annually | Maintenance Contractor | Remove grate to inspect internal walls. Repair as required. Clear vegetation from external walls if necessary and repair as required. |
| Inspect & remove any debris/ litter/ mulch etc blocking grates of return pit | Six monthly | Owner | Remove blockages from grate and check if pit blocked. |
| Inspect storage areas & remove debris/ mulch/ litter etc likely to block screens/ grates | Six monthly | Owner | Remove debris and floatable material likely to be carried to grates. |
| Compare storage volume to volume approved. (Rectify if loss > 5%) | Annually | Maintenance Contractor | Compare actual storage available with Work- as Executed plans. If volume loss is greater than 5%, arrange for reconstruction to replace the volume lost. Council to be notified of the proposal. |
| Inspect storages for subsidence near pits | Annually | Maintenance Contractor | Check along drainage lines and at pits for subsidence likely to indicate leakages. |

NOTES :

1. Most components of the system should be checked for blockages after each significant storm to ensure that they continue to function effectively.

2. The Owner shall ensure that any work carried out on his behalf is effected by someone who is totally conversant with the provisions of the Occupational Health and Safety (Confined Spaces) Regulation 1990.

Req:R415316 /Doc:DL AD627184 /Rev:20-Feb-2008 /Sts:NO.OK /Prt:28-Sep-2015 22:51 /Pgs:ALL /Seq:9 of 10
R

Req:R415316 /Doc:DL AD627184 /Rev:20-Feb-2008 /Sts:NO.OK /Prt:28-Sep-2015 22:51 /Pgs:ALL /Seq:10 of 10
R

TEL 02 . 9487 . 5777
FAX 02 . 9487 . 5733
e-mail: michael@michaelfrost.com.au
MICHAEL FROST & ASSOCIATES PTY LTD
ABN 58 003 297 578
PO Box 795
HORNSBY
NSW 1630

Our Ref: 06014 – L013

Feburary 26, 2007.

AUBURN COUNCIL
File No: DA 065/06
08 MAR 2007
REFERRED TO: Siva / Michelle

Principal Certifying Authority
Auburn Council
Civic Place, 1 Susan Street,
Auburn NSW 2144

Dear Sir/Madam

**RE: TOLL IN2STORE – MAINTENCE SCHEDULE (OSD)**

SUBJECT PREMISES 15 CARTER STREET, HOMEBUSH BAY

DEVELOPMENT APPLICATION DA-65/2006

Please find herewith OSD maintenance schedule for submission as prepared by Michael Frost & Associates to comply with condition No.40 of the DA.

**Full Name of Designer:** MICHAEL FROST
**Qualifications:** HYDRAULIC AND FIRE PROTECTION CONSULTANT
**Address of Designer:** 1 TALWONG STREET HORNSBY HEIGHTS
**Business Telephone No:** 9487 5777 **Fax No:** 9487 5733
**Name of Employer:** Michael Frost & Associates Pty Ltd

**Signature:**

Yours faithfully
**MICHAEL FROST & ASSOCIATES PTY LTD**

**MICHAEL FROST**
DIRECTOR

M · F · A
HYDRAULIC, CIVIL & FIRE PROTECTION CONSULTANTS

Req:R261310 /Doc:DP 1219394 P /Rev:21-Jun-2016 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 09:56 /Seq:1 of 4
Ref:157609 /Src:M

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

DP121004

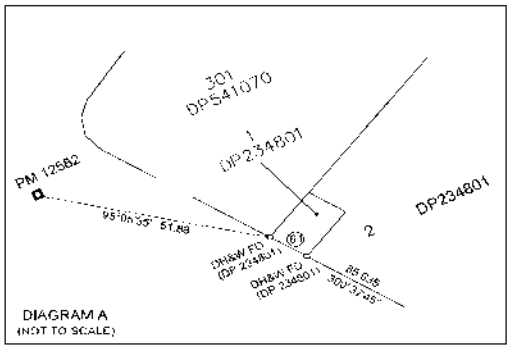



DIAGRAM A
(NOT TO SCALE)

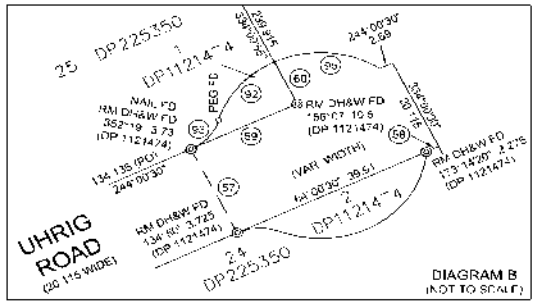



DIAGRAM B
(NOT TO SCALE)

CONNECTION TABLE

| | | |
|---|---|---|
| SSM125211 - SSM125322 | 249°57'20" 202.77 | (SURVEY) |
| | 249°57'18" 202.765 | (MGA GROUND) |
| SSM125322 - SSM126497 | 214°09'25" 116.945 | (SURVEY) |
| | 214°10'25" 116.827 | (MGA GROUND) |
| SSM126497 - PM12582 | 299°58'42" 503.155 | (SURVEY) |
| | 299°58'42" 503.159 | (MGA GROUND) |




A1 - RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DP1062239)
B1 - EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE & VARIABLE (DP1081230)
C1 - EASEMENT FOR ELECTRICITY PURPOSES 4.6 WIDE (DP1081239)
D1 - EASEMENT TO DRAIN WATER (DP225350)
E1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & VARIABLE (DP1121762)
F1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2 WIDE & VARIABLE (DP1121762)
G1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 6.6 WIDE & VARIABLE (DP1121762)
H1 - RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DP1121762)
J1 - RIGHT OF CARRIAGEWAY 4 WIDE & VARIABLE (DP1121762)
K1 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 6.6 WIDE LIMITED IN HEIGHT (DP1121762)

E2 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2, 3.3 & 5.6 WIDE (AE407588)
R2 - RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)

D3 - EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747559)
X3 - EASEMENT FOR DRAINAGE 4.57 WIDE (K238845)
Y3 - EASEMENT FOR SEWERAGE PURPOSES 1.83 WIDE (L936298)

D4 - EASEMENT TO DRAIN WATER (P271204)

EA - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1030892)

L5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH
M5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH

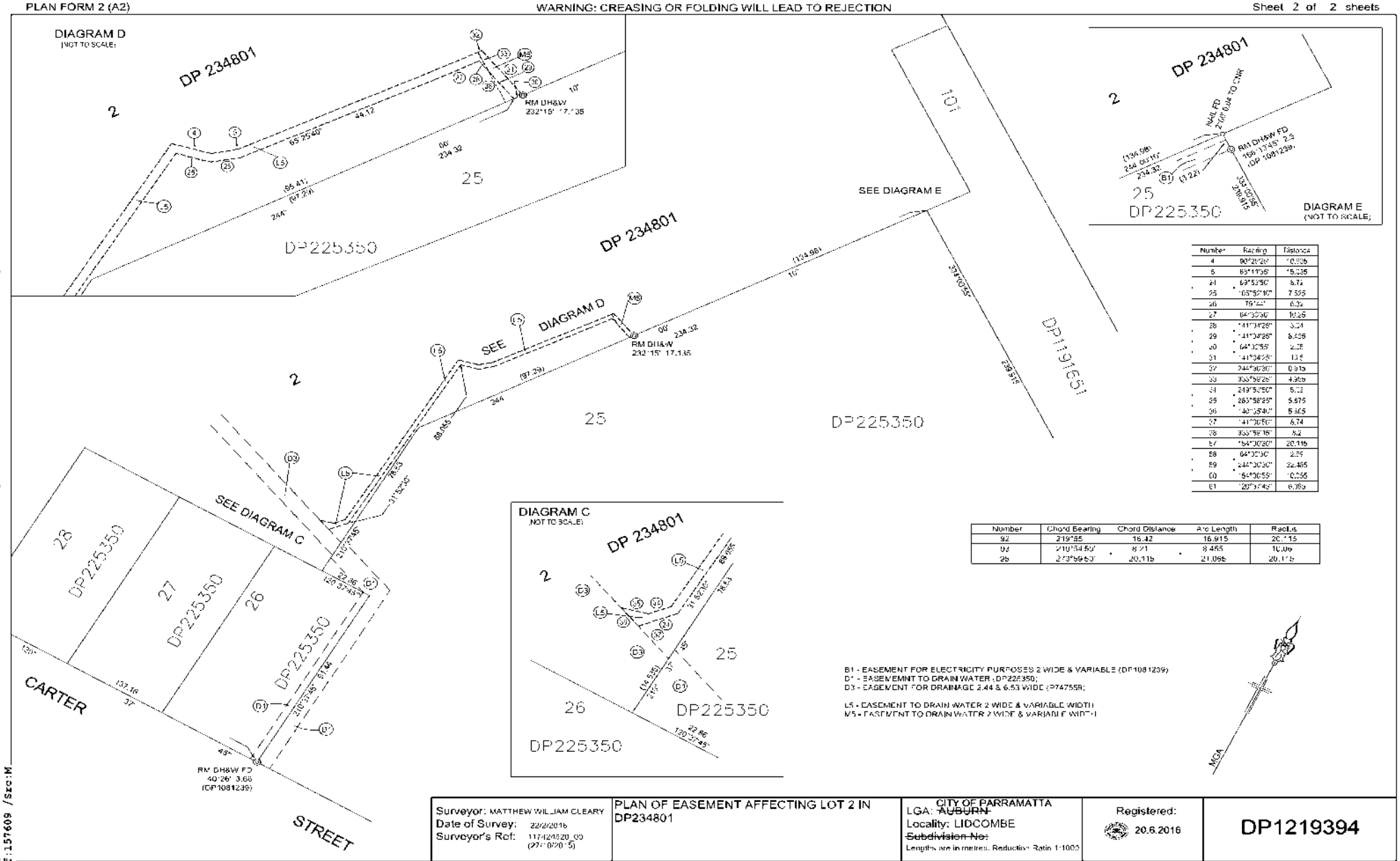
SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 35(1)(B) & 61(2)

| MARKS | MGA - CO-ORDINATES EASTING | NORTHING | ZONE | CLASS | ORDER | METHOD |
|---|---|---|---|---|---|---|
| PM 12582 | 320 924 779 | 6 252 932 526 | 56 | B | 2 | SCIMS |
| SSM 125322 | 320 718 779 | 6 252 817 357 | 56 | B | 2 | SCIMS |
| SSM 126497 | 320 460 626 | 6 252 651 114 | 56 | B | 2 | SCIMS |
| SSM 125321 | 320 526 218 | 6 252 747 852 | 56 | B | 2 | SCIMS |
| SSM 100748 | 320 588 613 | 6 253 040 106 | 56 | B | 2 | SCIMS |

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS ON THE 27.01.2016
COMBINED SEA LEVEL & SCALE FACTOR = 0.999993

| | | | |
|---|---|---|---|
| Surveyor: MATTHEW WILLIAM CLEARY<br>Date of Survey: 22/2/2016<br>Surveyor's Ref: 117424520_00 (27/10/2015) | PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801 | CITY OF PARRAMATTA<br>LGA: ~~AUBURN~~<br>Locality: LIDCOMBE<br>~~Subdivision No:~~<br>Lengths are in metres. Reduction Ratio 1:2000 | Registered: 20.6.2016 | DP1219394 |

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 2 of 2 sheets




| Number | Bearing | Distance |
|---|---|---|
| 4 | 90°26'26" | 10.035 |
| 5 | 85°11'58" | 15.035 |
| 21 | 69°52'50" | 8.74 |
| 25 | 105°52'10" | 7.555 |
| 26 | 76°42" | 6.32 |
| 27 | 64°30'30" | 10.25 |
| 28 | 141°34'26" | 3.04 |
| 29 | 141°34'26" | 5.425 |
| 30 | 64°30'55" | 2.25 |
| 31 | 141°34'55" | 13.5 |
| 32 | 244°30'30" | 0.915 |
| 33 | 333°59'25" | 4.955 |
| 34 | 249°52'50" | 5.22 |
| 35 | 283°58'35" | 5.675 |
| 36 | 140°53'40" | 5.465 |
| 37 | 141°30'55" | 5.74 |
| 38 | 333°59'15" | 5.2 |
| 57 | 154°30'30" | 20.115 |
| 58 | 64°30'30" | 2.55 |
| 59 | 244°30'30" | 32.485 |
| 60 | 154°30'55" | 10.055 |
| 61 | 120°37'45" | 6.365 |

| Number | Chord Bearing | Chord Distance | Arc Length | Radius |
|---|---|---|---|---|
| 92 | 219°55' | 16.42 | 16.915 | 20.115 |
| 93 | 210°54'50" | 8.21 | 8.455 | 10.09 |
| 95 | 203°59'50" | 20.115 | 21.065 | 20.115 |

B1 - EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE & VARIABLE (DP1081239)
D1 - EASEMENT TO DRAIN WATER (DP225350;
D3 - EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747558;

L5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH
M5 - EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH

| | | | |
|---|---|---|---|
| Surveyor: MATTHEW WILLIAM CLEARY<br>Date of Survey: 22/2/2016<br>Surveyor's Ref: 117424520_00 (27:0020:5) | PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801 | CITY OF PARRAMATTA<br>LGA: ~~AUBURN~~<br>Locality: LIDCOMBE<br>~~Subdivision No:~~<br>Lengths are in metres. Reduction Ratio 1:1000 | Registered:<br>20.6.2016 | DP1219394 |

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

DP121039A

Req:R261310 /Doc:DP 1219394 P /Rev:21-Jun-2016 /Sts:SC.OK /Pgs:ALL /Prt:27-Feb-2017 09:56 /Seq:2 of 4
Ref:157609 /Src:M

Reg:R261310 /Doc:DP 1219394 P /Rev:21-Jun-2016 /Sts:SC.OK /Pgs:ALL /
Ref:157609 /Src:M

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 20.6.2016

Title System: TORRENS

Purpose: EASEMENT

e Only

DP1219394 S

PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801

LGA: ~~AUBURN~~ CITY OF PARRAMATTA

Locality: LIDCOMBE

Parish: CONCORD

County: CUMBERLAND

LGA AMENDED IN LPI DUE TO COUNCIL AMALGAMATIONS

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I, .....

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

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

## Survey Certificate

I, MATTHEW WILLIAM CLEARY .....

of CARDNO NSW/ACT PTY LTD .....

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

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 22/1/2015~~

*(b) The part of the land shown in the plan (*being/~~*excluding~~ ^ EASEMENT & CONNECTIONS) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 22/2/2016 and the part not surveyed was compiled in accordance with that Regulation.

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

Signature: ..... Dated: 24/3/2016

Surveyor ID: 60

Datum Line: 'X' - 'Y'

Type: *Urban/~~*Rural~~

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

*Strike through if inapplicable.

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

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/compilation.

DP225350
DP234801

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 117424520_00 (27/10/2015)

Reg:R261310 /Doc:DP 1219394 P /Rev:21-Jun-2016 /Sts:SC.OK /Pgs:ALL /1
Ref:157609 /Src:M

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET



Office Use Only

**Registered:** 20.6.2016

Office Use Only

DP1219394

PLAN OF EASEMENT AFFECTING LOT 2 IN DP234801

Subdivision Certificate number: .....

Date of Endorsement: .....

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

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

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

1. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH (L5)
2. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH (M5)

Executed by **Australia YMCI Pty Ltd ACN 607 884 711**

| | |
|---|---|
| 潘锐 | 徐攀 |
| sign | sign |
| DIRECTOR | DIRECTOR |
| office (director or secretary) | office (director or secretary) |
| RUI PAN | PAN XU |
| full name | full name |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 117424520_00 (27/10/2015)

**Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919***



DP1219394 B

**Plan of Easement over Lot 2 in DP234801**

**Full name and address of the owner of the land:** Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000

---

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|---|---|
| 1 | Easement to drain water 2 wide and variable width (L5) | LOT 2 IN DP234801 | Lot 25 in DP225350 |
| 2 | Easement to drain water 2 wide and variable width (M5) | LOT 2 IN DP234801 | Lot 25 in DP225350 |

**Part 2 (Terms)**

**1 Definitions**

In this Instrument, unless the context otherwise requires:

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

(a) if the Grantee is an Owners Corporation, each registered proprietor of a lot in that Strata Scheme, and any occupier or lessee of that lot as authorised by the Owners Corporation; and

(b) the Grantee's tenants, employees, agents, contractors and licensees.

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

**Easement Site** in relation to an Easement, means:

(a) the site of the Easement identified in the Plan;

(b) all items within the site of an Easement identified in the Plan which are the subject of an Easement.

**Freehold Act** means the *Strata Schemes (Freehold Development) Act* 1973 (NSW) as amended or varied.



Australia YMCI Pty Limited

**Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919***



DP1219394

**Plan of Easement over Lot 2 in DP234801**

| | |
|---|---|
| **Full name and address of the owner of the land:** | Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000 |

**Grantee** means:

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

(b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of that Strata Scheme.

**Grantor** means:

(a) the registered proprietor of a Lot Burdened; and

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

**Instrument** means this s88B instrument.

**Lot Benefited** means a lot benefited by an easement, restriction, or covenant in this document.

**Lot Burdened** means a lot burdened by an easement, restriction, or covenant in this document..

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

**Owners Corporation** means an owners corporation constituted under the Management Act on registration of a Strata Plan.

**Plan** means the plan to which this Instrument relates.

**Strata Plan** means a strata plan registered under the Freehold Act.

**Strata Scheme** means a strata scheme created under the Freehold Act.

## 2 Construction

2.1 The Easements 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,

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefit and burden of the easement, covenants and restrictions.



Australia YMCI Pty Limited

**Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919***



DP1219394

**Plan of Easement over Lot 2 in DP234801**

| | |
|---|---|
| **Full name and address of the owner of the land:** | Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000 |

2.2 Each Grantor and Grantee:

(a) is bound by, and must comply with, the terms of the Easement, in this Instrument; and

(b) must use reasonable endeavours to ensure its Authorised Users comply with the terms of the Easement.

2.3 Headings do not affect the interpretation of this document.

2.4 The word "**includes**" in any form is not a word of limitation.

**3 Terms of easement to drain water 2 wide and variable width numbered L5 in the Plan**

3.1 Full and free right for the Grantee and every person authorised by the Grantee, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities through the Easement Site, together with the right to use, for the purposes of this Easement, any line of pipes already laid within the Easement Site for the purpose of drainage water or any pipe or pipes in replacement or in substitution therefore and together with the right for the Grantee and every person authorised by the Grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the Lot Burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to such extent as may be necessary provided that the Grantee and the persons authorised by the Grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Lot Burdened and will restore that surface as nearly as practicable to its original condition, and the Grantee must give the Grantor 14 days notice before exercising any of the rights conferred by this Easement except in the case of emergency maintenance and repairs to the line of pipes and associated structures.

3.2 The Grantor hereby covenants with the Grantee that it will not do permit of suffer any act, deed, matter or thing whereby the said line of pipes shall or shall be likely to become injured or damaged or whereby the Grantee and those authorised by the Grantee shall be prevented from or hampered in constructing, maintaining, repairing or cleansing the said line of pipes or any part thereof nor interfere with the free flow of passage of soil or water through the said line of pipes and will not erect or permit to be erected any structure of any kind or description on the Easement Site without prior consent in writing to the Grantee being first had and obtained.

3.3 The Grantor indemnifies the Grantee from and against all actions claims, demands, losses in respect of or arising from any inadequacy, blockage or surcharging of the pipeline within the Easement Site causing damage thereto and/or adjacent or surrounding properties.

14503058/5

Australia YMCI Pty Limited

**Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919***



DP1219394

**Plan of Easement over Lot 2 in DP234801**

| | |
|---|---|
| **Full name and address of the owner of the land:** | Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000 |

**NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THIS EASEMENT, RESTRICTION OR POSITIVE COVENANT:**

Auburn City Council

**4 Terms of easement to drain water 2 wide and variable width numbered M5 in the Plan**

4.1 Where downpipes and drainage pipes are installed in the Easement Site on the Burdened Lot servicing the Benefited Lot, the Grantee:

(a) may drain water from any gutters or pipes within the Easement Site ; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Burdened Lot, and

(ii) taking anything onto the Burdened Lot;

(iii) using any existing line of pipes; and

(iv) carrying out work such as maintaining, repairing and replacing any of the downpipes, stormwater pipes or equipment.

6.2 In exercising those powers, the Grantee must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Burdened Lot, and

(c) cause as little damage as is practicable to the Burdened Lot and any improvement on it, and

(d) restore the Burdened Lot as nearly as is practicable to its former condition, and

(e) make good any collateral damage; and

(f) comply with statute law pertaining to the use of the Burdened Lot for the permitted purpose under this Easement.

6.3 Subject to the conditions in this Easement, the Grantor must keep the downpipes and drainage pipes in good repair.

6.4 All reasonable costs incurred by the Grantor are to be shared equally between the Grantee and Grantor of the respective downpipes and drainage pipes. These costs are to be payable to the Grantor on demand.

14503058/5

Australia YMCI Pty Limited

**Instrument setting out terms of easements or profits à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B of the *Conveyancing Act 1919***



# DP1219394

**Plan of Easement over Lot 2 in DP234801**

| | |
|---|---|
| **Full name and address of the owner of the land:** | Australia YMCI Pty Limited ACN 607 884 711 of Suite 152, 414-418 Pitt Street, Sydney NSW 2000 |

6.5 If the Grantor does not keep the downpipes and drainage pipes in good repair, the Grantee may enter the Easement Site with all necessary equipment and repair the downpipes and drainage pipes and all reasonable costs incurred by the Grantee are to be shared equally between the Grantor and the Grantee of the respective downpipes and drainage pipes. These costs are to be payable to the Grantee who repaired the Easement on demand.

**NAME OF PERSON, CORPORATION OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THIS EASEMENT, RESTRICTION OR POSITIVE COVENANT:**

Auburn City Council

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

Corporation: **Australia YMCI Pty Limited ACN 607 884 711**

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: 潘锐 Signature of authorised person: 徐擘

Name of authorised person: RUI PAN Name of authorised person: PAN XU

Office held: DIRECTOR Office held: DIRECTOR

REGISTERED 20.6.2016

14503058/5

潘锐 徐擘

Australia YMCI Pty Limited

Req:R930945 /Doc:DP 1260687 P /Rev:28-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 16:37 /Seq:1 of 18
5548
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| HEIGHT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| MARK | AHD VALUE | CLASS | ORDER | HEIGHT DATUM VALIDATION | STATE |
| PM 12582 | 4.699 | LC | L5 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 51721 | 2.381 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 99413 | 10.297 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 108249 | 12.368 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 125322 | 8.883 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 125681 | 10.879 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 133734 | 2.566 | LC | L4 | SCIMS ADOPTED | FOUND |
| DATE OF SCIMS AHD VALUES: 17/05/2019 | | | | HEIGHT DATUM: AHD 71 | |

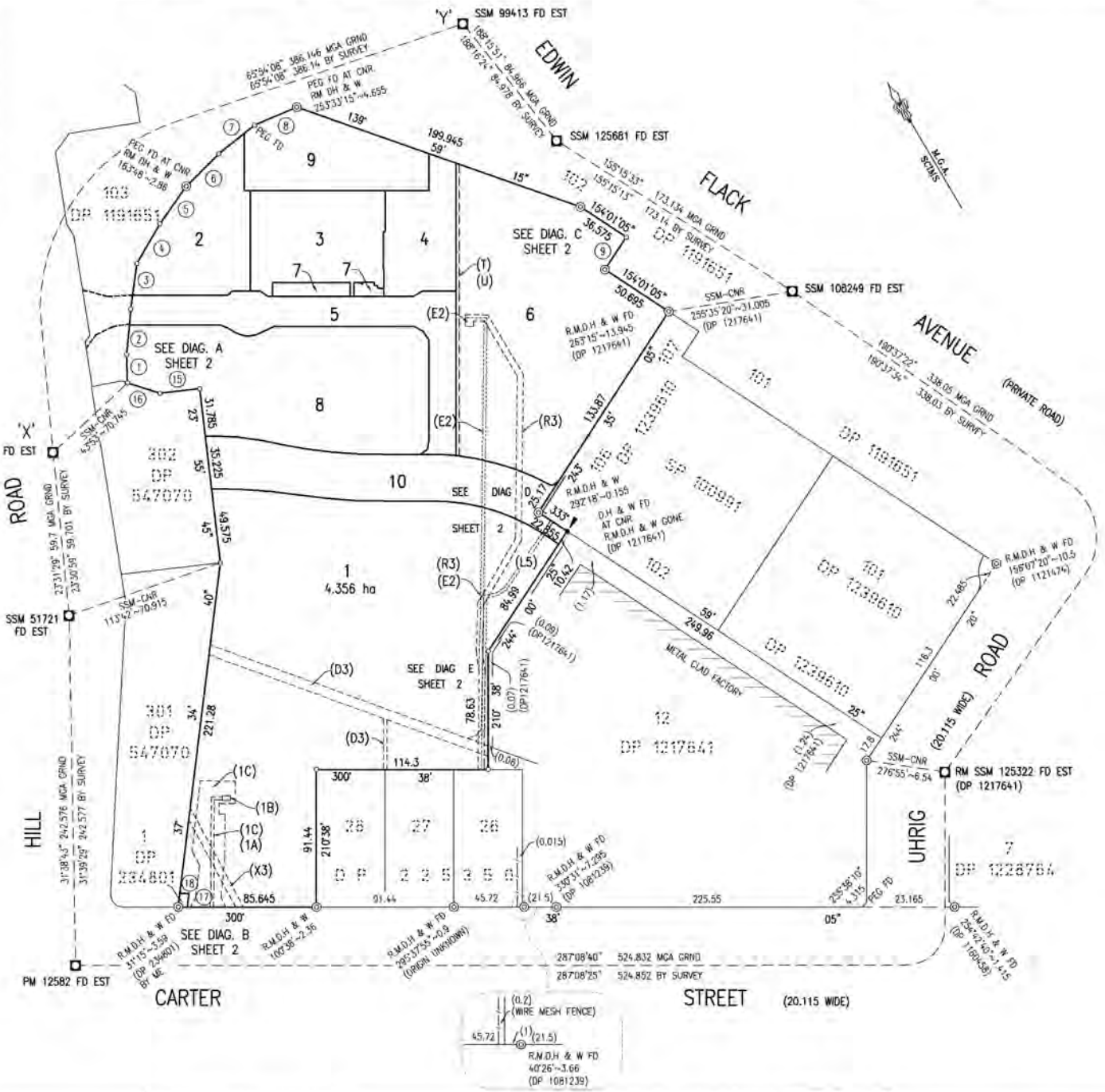
| HEIGHT DIFFERENCE SCHEDULE | | | |
|---|---|---|---|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| SSM 133734 | SSM 99413 | −7.731 | DIFFERENTIAL LEVELLING |
| SSM 99413 | SSM 125681 | −0.582 | DIFFERENTIAL LEVELLING |
| SSM 125681 | SSM 108249 | −1.489 | DIFFERENTIAL LEVELLING |
| SSM 108249 | SSM 12582 | 7.669 | DIFFERENTIAL LEVELLING |
| SSM 12582 | SSM 51721 | 2.318 | DIFFERENTIAL LEVELLING |
| SSM 51721 | SSM 133734 | −0.185 | DIFFERENTIAL LEVELLING |
| HEIGHT DATUM: AHD 71 | | | |

| SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2) | | | | | |
|---|---|---|---|---|---|
| MGA 94 CO-ORDINATES | | | | | |
| MARK | EAST | NORTH | ZONE | CLASS | ORDER |
| PM 12582 | 320 024.779 | 6 252 902.526 | 56 | B | 2 |
| SSM 51721 | 320 152.048 | 6 253 109.033 | 56 | B | 2 |
| SSM 99413 | 320 528.369 | 6 253 321.431 | 56 | B | 2 |
| SSM 108249 | 320 588.615 | 6 253 080.106 | 56 | B | 2 |
| SSM 125322 | 320 526.298 | 6 252 747.852 | 56 | B | 2 |
| SSM 125681 | 320 516.156 | 6 253 237.347 | 56 | B | 2 |
| SSM 133734 | 320 175.877 | 6 253 163.771 | 56 | B | 2 |
| SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 17/05/2019 COMBINED SCALE FACTOR 0.999995 | | | | | |

| TABLE OF SHORT LINES | | |
|---|---|---|
| No. | BEARING | DISTANCE |
| 1 | 29°05'40" | 18.875 |
| 2 | 35°46'20" | 30.48 |
| 3 | 38°03'45" | 30.48 |
| 4 | 60°50'45" | 30.48 |
| 5 | 65°28'45" | 30.48 |
| 6 | 75°47'20" | 30.48 |
| 7 | 82°01'20" | 30.48 |
| 8 | 97°21'20" | 30.48 |
| 9 | 244°01'05" | 25.85 |
| 15 | 293°57'10" | 26.67 |
| 16 | 318°19'35" | 22.51 |
| 17 | 37°33'30" | 9.145 |
| 18 | 300°36' | 6.095 |

| WHOLE OF LOT EASEMENTS AFFECTING LOTS 2, 3, 4 & 7 |
|---|
| – EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)<br>– EASEMENT FOR SERVICES (WHOLE OF LOT)<br>– EASEMENT TO USE FIRE STAIRS & PASSAGES (WHOLE OF LOT)<br>– EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT) |
| NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT REPEATED ON THE FOLLOWING SHEETS. |

| WHOLE OF LOT EASEMENTS AFFECTING LOT 5 |
|---|
| – EASEMENT FOR ACCESS (WHOLE OF LOT)<br>– EASEMENT FOR SERVICES (WHOLE OF LOT) |




ASEMENTS
L5) – EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (DP 1219394)
D3) – EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747559)
E2) – EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2, 3.3 & 5.6 WIDE (AE407588)
R3) – RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)
X3) – EASEMENT FOR DRAINAGE 4.57 WIDE (K208845)
1C) – RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1218156)
1A) – EASEMENT FOR ELECTRICAL AND OTHER PURPOSES 2 WIDE (DP1218156)
1B) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 & 5.3 WIDE (DP1218156)
T) – EASEMENT FOR ACCESS 1.96 WIDE
U) – EASEMENT FOR SERVICES 1.96 WIDE

| SURVEYOR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:2000(A2)<br>Lengths are in metres. | REGISTERED 07.09.2020 | DP1260687 |
|---|---|---|---|---|
| Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | | | | |

Req:R930945 /Doc:DP 1260687 P /Rev:28-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 16:37 /Seq:2 of 18
5548
© C

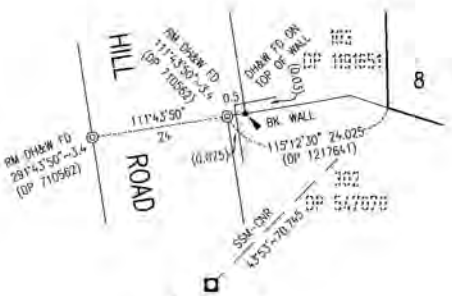



DIAGRAM A
NOT TO SCALE




DIAGRAM B
RATIO:1:400




DIAGRAM C
RATIO:1:400

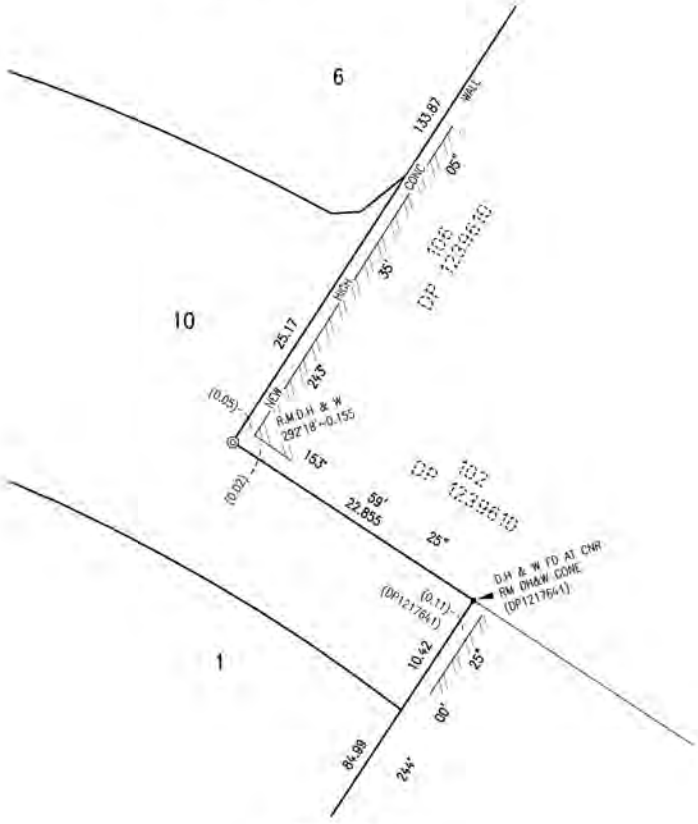



DIAGRAM D
RATIO:1:300

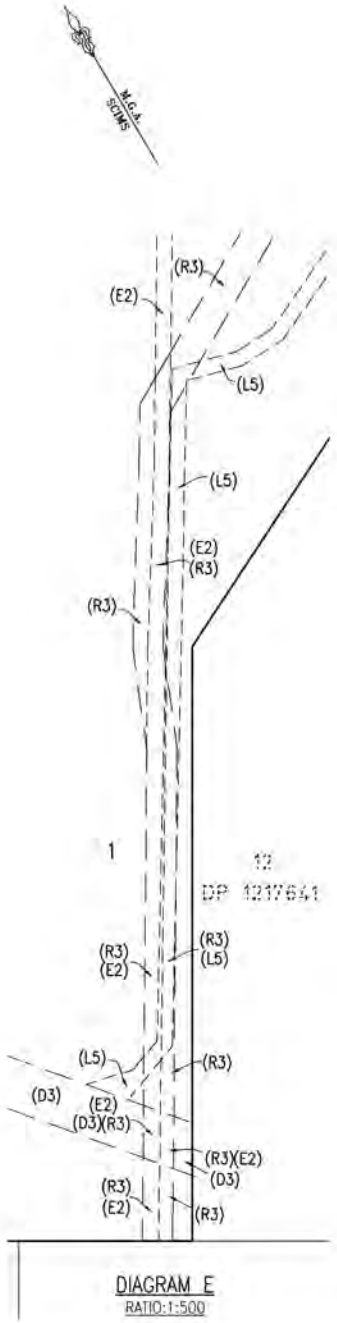



DIAGRAM E
RATIO:1:500

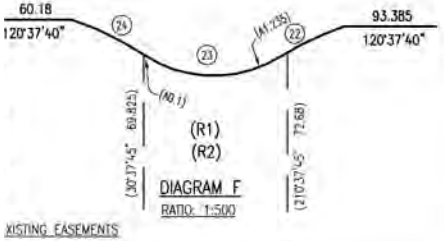
EASEMENTS
(L5) – EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (DP 1219394)
(D3) – EASEMENT FOR DRAINAGE 2.44 & 6.53 WIDE (P747559)
(E2) – EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.3 3&5.6 WIDE (AE407588)
(R3) – RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: AS SHOWN<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R930945 /Doc:DP 1260687 P /Rev:28-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 16:37 /Seq:3 of 18
© c DocuSign Envelope ID: B6C559AE-0624-4D1A-AC96-5050510FE510 5548

| TABLE OF CURVED LINES | | | |
|---|---|---|---|
| No. | CHORD | ARC | RADIUS |
| 22 | 95°25" 9.41 | 9.435 | 40.5 |
| 23 | 121°27'55" 17.84 | 18.845 | 16.5 |
| 24 | 146°40'30" 10.585 | 10.615 | 40.5 |
| 25 | 301°55'05" 17.4 | 17.4 | 345 |
| 26 | 307°36'20" 51.05 | 51.095 | 345 |
| 27 | 305°59' 32.8 | 32.85 | 168 |
| 28 | 302°52'15" 23.645 | 23.665 | 177.545 |
| 29 | 301°55'05" 18.965 | 18.965 | 376.015 |




NOTE 1:
ASEMENT (R1) IS UNLIMITED IN HEIGHT & LIMITED IN DEPTH TO A EVEL PLANE AT RL 6.

XISTING EASEMENTS
R3) – RIGHT OF CARRIAGEWAY 4 WIDE (AE407588)
E2) – EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2, 3.3 & 5.3 WIDE (AE407588)
L5) – EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE (DP1219394)

ASEMENTS
(1) – EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(2) – EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
) – EASEMENT FOR ACCESS 1.96 WIDE
) – EASEMENT FOR SERVICES 1.96 WIDE

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:1000(A2)<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT03 DET.dwg

# BASEMENT LEVEL 2 & BELOW

LOTS 2, 3 & 4 SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 6. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED UNLESS SHOWN OTHERWISE ON THIS SHEET.

| TABLE OF SHORT LINES | | |
|---|---|---|
| No. | BEARING | DISTANCE |
| 19 | 120°41'10" | 6.285 |
| 20 | 30°38'55" | 1.56 |
| 21 | 120°37'55" | 5.14 |
| 22 | 210°37'55" | 0.89 |
| 23 | 120°37'55" | 5.93 |
| 24 | 210°37'55" | 0.90 |
| 25 | 120°37'55" | 3.745 |
| 26 | 30°37'55" | 0.90 |
| 27 | 120°37'55" | 7.35 |
| 28 | 210°37'55" | 0.90 |
| 29 | 300°37'55" | 1.005 |

EDWIN FLACK AVENUE

M.G.A. SCIMS

RAMP

120° 41' 10" ~ 6.285

DIAGRAM G
RATIO:1:80

DIAGRAM H
RATIO:1:150

SEE DIAGRAM G

SEE DIAGRAM H

SEE DIAGRAM J ON SHEET 5

METAL STORAGE CAGES

LIFT

CAGE

9
5172m²

PT 2
5584m²
U|D

PT 3
5111m²
U|D

PT 4
4537m²
U|D

5

6

KEY
U|D – DENOTES LOT IS UNLIMITED IN DEPTH
(SP) – DENOTES EASEMENT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

EASEMENTS
A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
I) EASEMENT FOR ACCESS 1.96 WIDE
U) EASEMENT FOR SERVICES 1.96 WIDE

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:400<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT04-SHT05 BASE02.dwg

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# BASEMENT LEVEL 2 & BELOW

LOTS 2, 3 & 4 SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT 1 SHEET 6. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

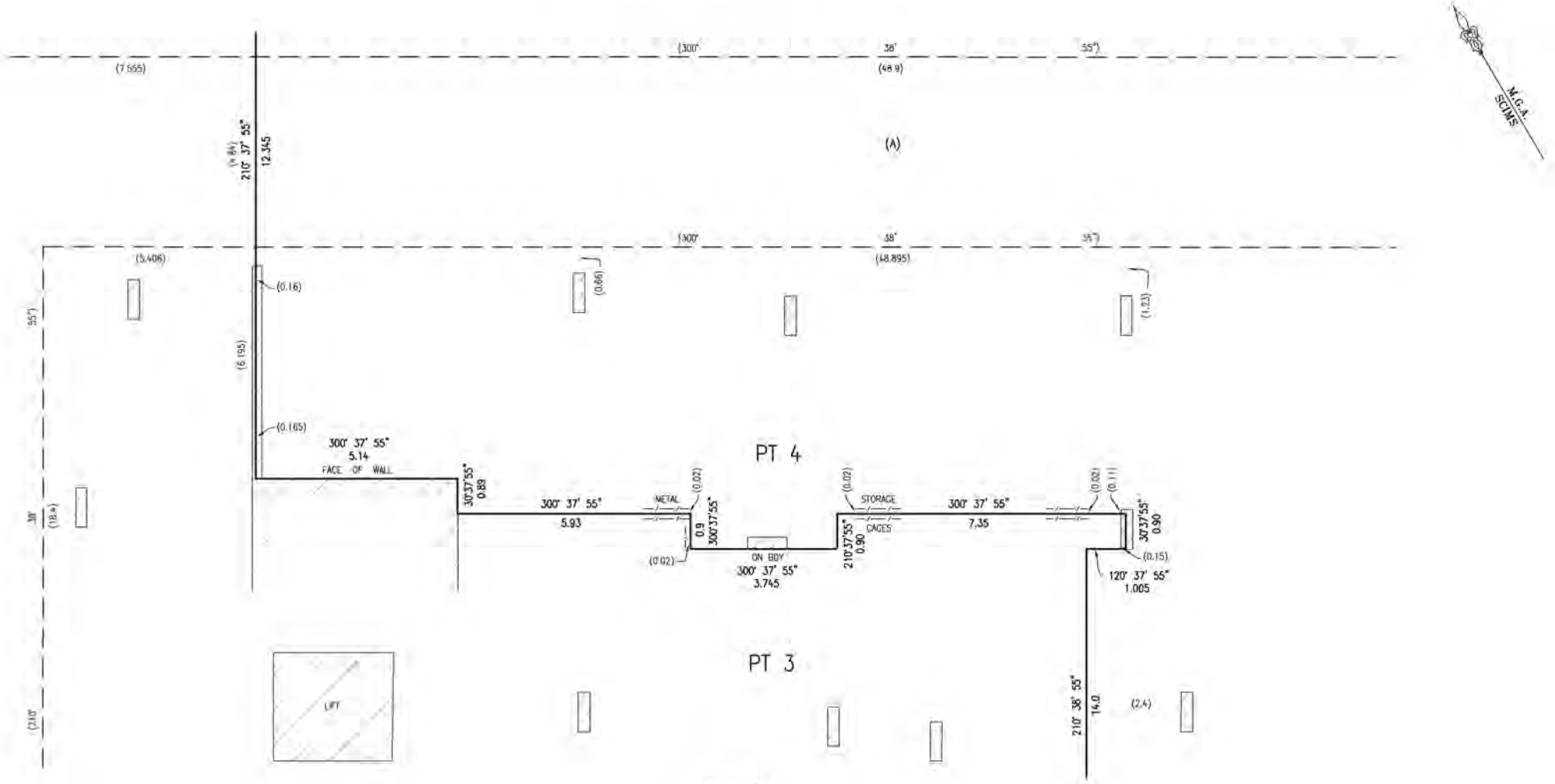


DIAGRAM J
RATIO:1:150

KEY
A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:400<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT04-SHT05 BASE02.dwg

Req:R930945 /Doc:DP 1260687 P /Rev:28-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 16:37 /Seq:5 of 18
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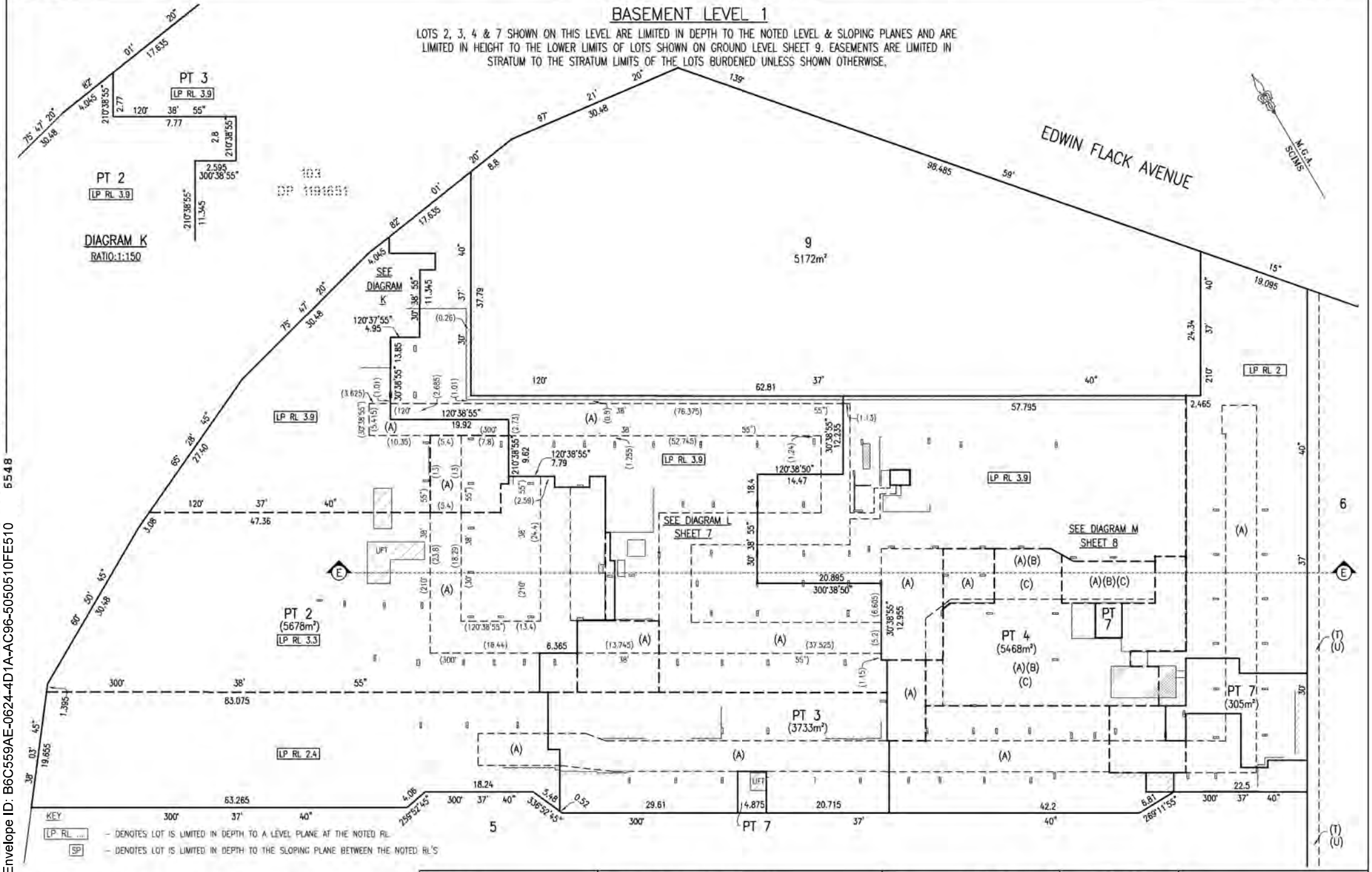
# BASEMENT LEVEL 1

LOTS 2, 3, 4 & 7 SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON GROUND LEVEL SHEET 9. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED UNLESS SHOWN OTHERWISE.




(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(T) EASEMENT FOR ACCESS 1.96 WIDE
(U) EASEMENT FOR SERVICES 1.96 WIDE

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:400<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT06 BASE01.dwg

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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

# BASEMENT LEVEL 1

LOTS 2, 3, 4 & 7 SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON GROUND LEVEL SHEET 9. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

KEY

LP RL ... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SP - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

DIAGRAM L1
RATIO:1:80

DIAGRAM L
RATIO:1:250

PT 2 LP RL 2.4

PT 3 LP RL 3.9 373.3m²

PT 4

PT 5 LP RL 2.4

PT 7 (35m²) LP RL 2.4

LIFTS

STAIR

STORAGE CAGE

CAGE

WIRE MESH STORAGE CAGES

SEE DIAGRAM L1

SHEET 8 ADJOINS

M.G.A. SCANS

| | |
|---|---|
| SURVEYOR | |
| Name: | ADAM RICHARDSON |
| Date: | 15/10/2019 |
| Reference: | 160826 Z3 SUB-AR |
| PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | |
| LGA: | CITY OF PARRAMATTA |
| Locality: | LIDCOMBE |
| Reduction Ratio: | 1:250 |
| Lengths are in metres. | |
| REGISTERED | 07.09.2020 |
| DP1260687 | |

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADIA\16\DBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT07 & SHT08 BASE01 DA.dwg

Sheet No. 7 of 14 Sheets

# BASEMENT LEVEL 1

LOTS 3, 4 & 7 SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON GROUND LEVEL SHEET 9. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.




DIAGRAM M1
RATIO:1:100

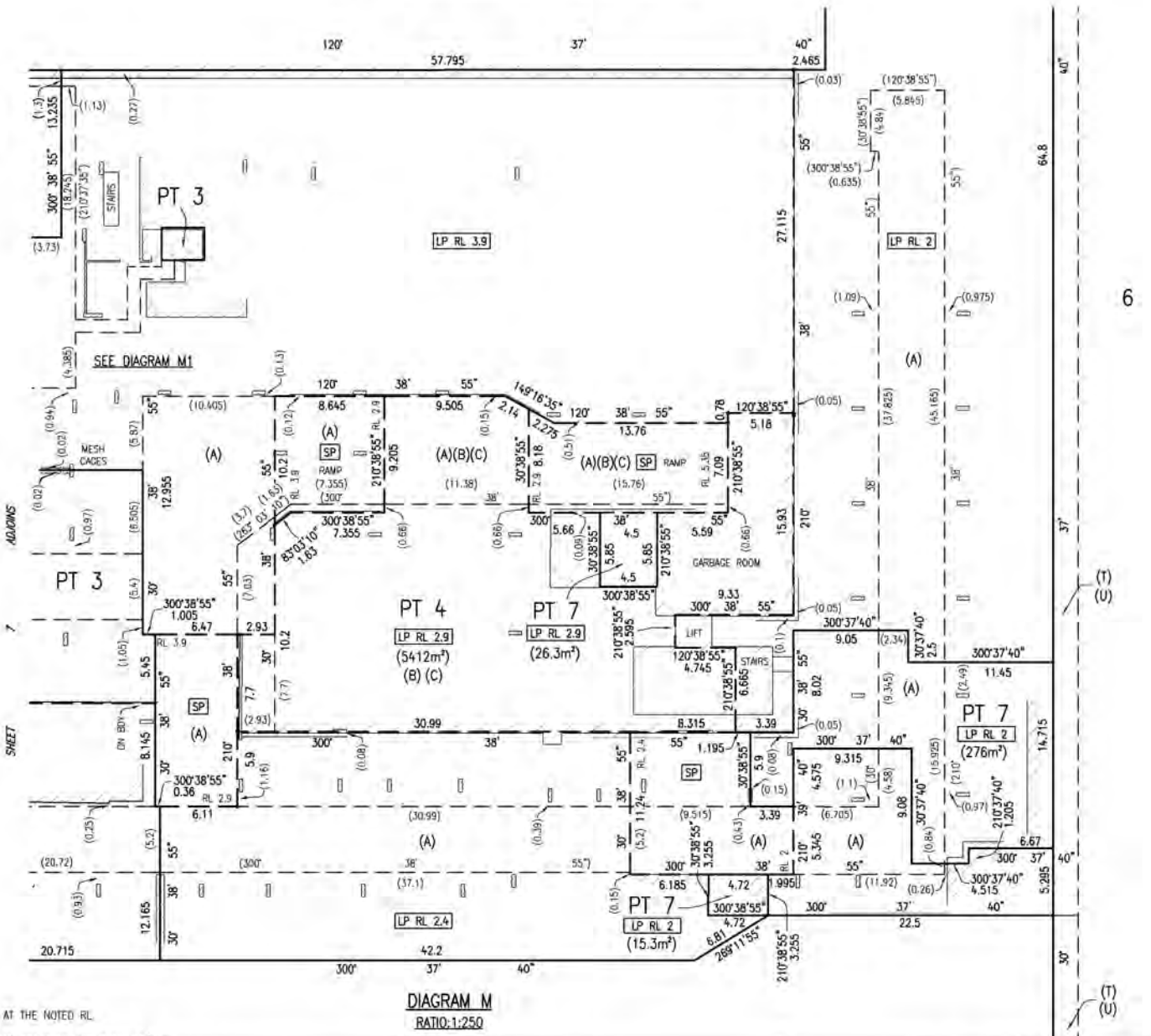


DIAGRAM M
RATIO:1:250

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(T) EASEMENT FOR ACCESS 1.96 WIDE
(U) EASEMENT FOR SERVICES 1.96 WIDE

| | | | |
|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:250<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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Sheet No. 9 of 14 Sheets

# GROUND LEVEL

LOT 2, 3, 4 & 7 SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

KEY

LP RL ... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SP - DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R2) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(T) EASEMENT FOR ACCESS 1.96 WIDE
(U) EASEMENT FOR SERVICES 1.96 WIDE
(W) EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (LIMITED IN STRATUM)

DIAGRAM Q RATIO:1:100

DIAGRAM R RATIO:1:100

EDWIN FLACK AVENUE

SURVEYOR
Name: ADAM RICHARDSON
Date: 15/10/2019
Reference: 160826 Z3 SUB-AR

PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641

LGA: CITY OF PARRAMATTA
Locality: LIDCOMBE
Reduction Ratio: 1:400
Lengths are in metres.

REGISTERED
07.09.2020

DP1260687

REDUCED LEVEL ADDED SEE 2020-1195 28/10/2020

# GROUND LEVEL – DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

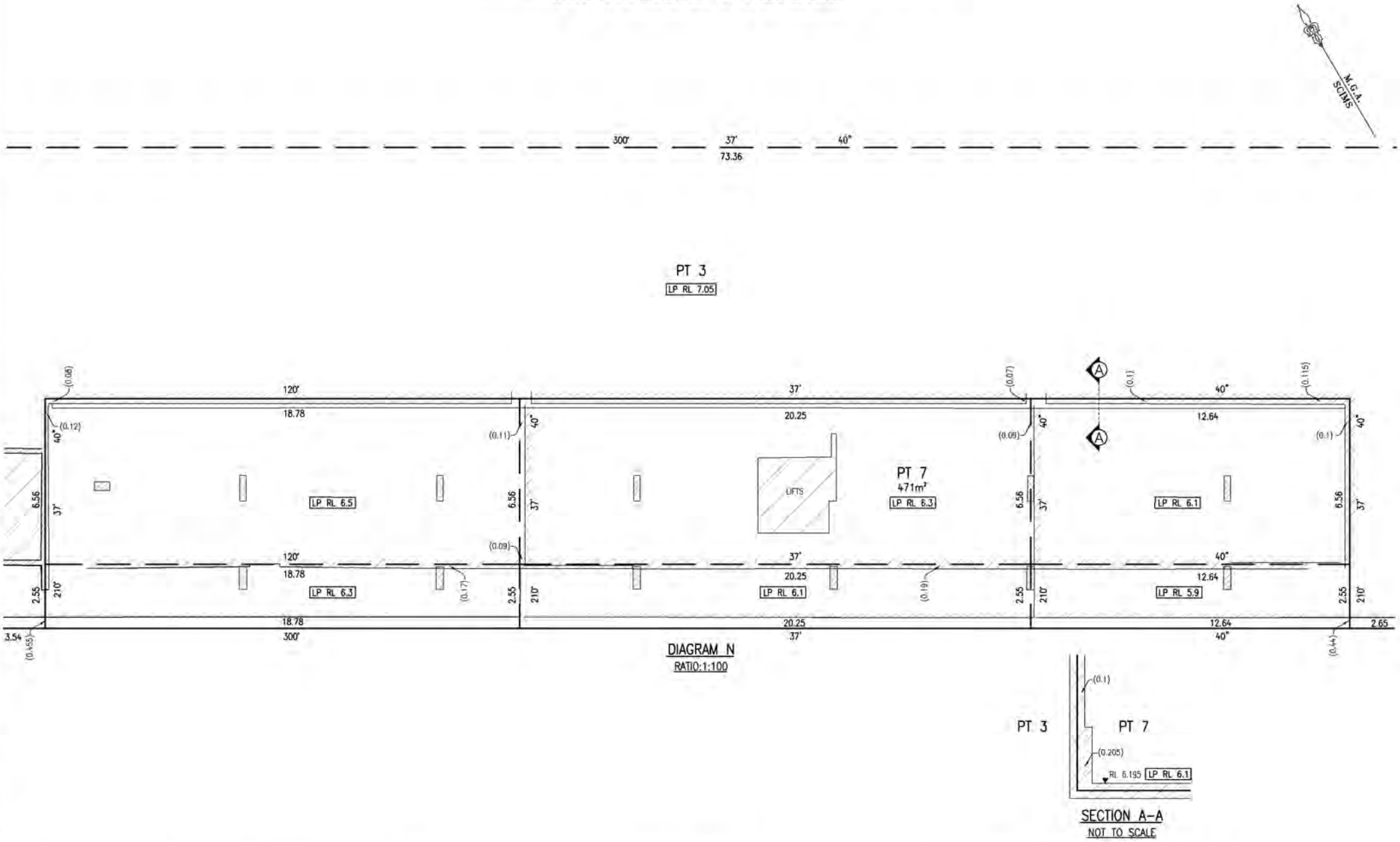


DIAGRAM N
RATIO:1:100




SECTION A–A
NOT TO SCALE

KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:100<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hall and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT10 TO SHT12 GRD DIA.dwg

Req:R930945 /Doc:DP 1260687 P /Rev:28-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 16:37 /Seq:10 of 18
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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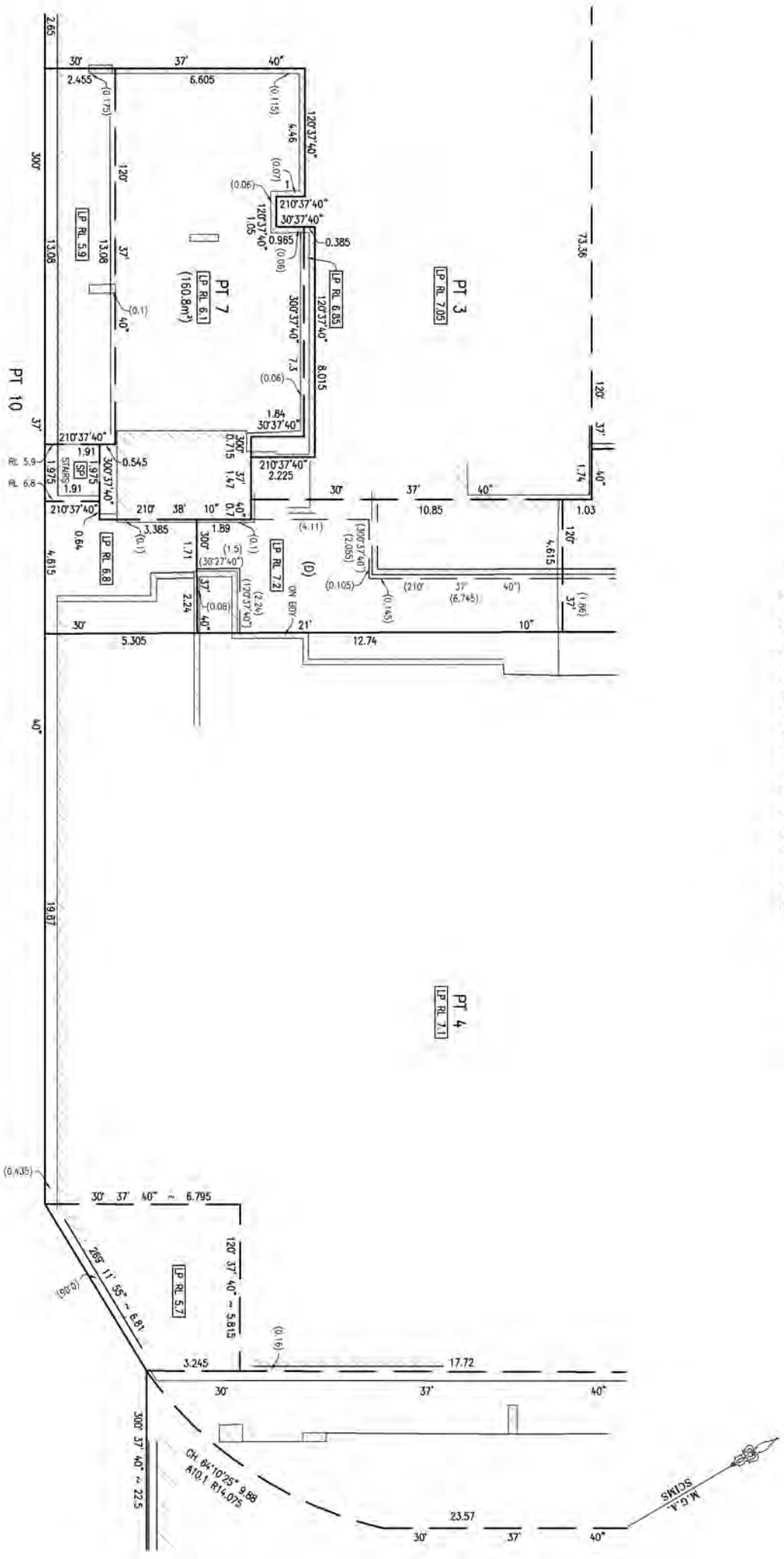
# GROUND LEVEL – DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.




KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL.

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(D) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)

| | |
|---|---|
| SURVEYOR | |
| Name: | ADAM RICHARDSON |
| Date: | 15/10/2019 |
| Reference: | 160826 Z3 SUB-AR |

PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641

| | |
|---|---|
| LGA: | CITY OF PARRAMATTA |
| Locality: | LIDCOMBE |
| Reduction Ratio: | 1:100 |
| Lengths are in metres. | |

REGISTERED 07.09.2020

DP1260687

Sheet No. 11 of 14 Sheets

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ADDISON\16JOBS\160826 Hill and Corner\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT10 TO SHT12 GRD DA.dwg

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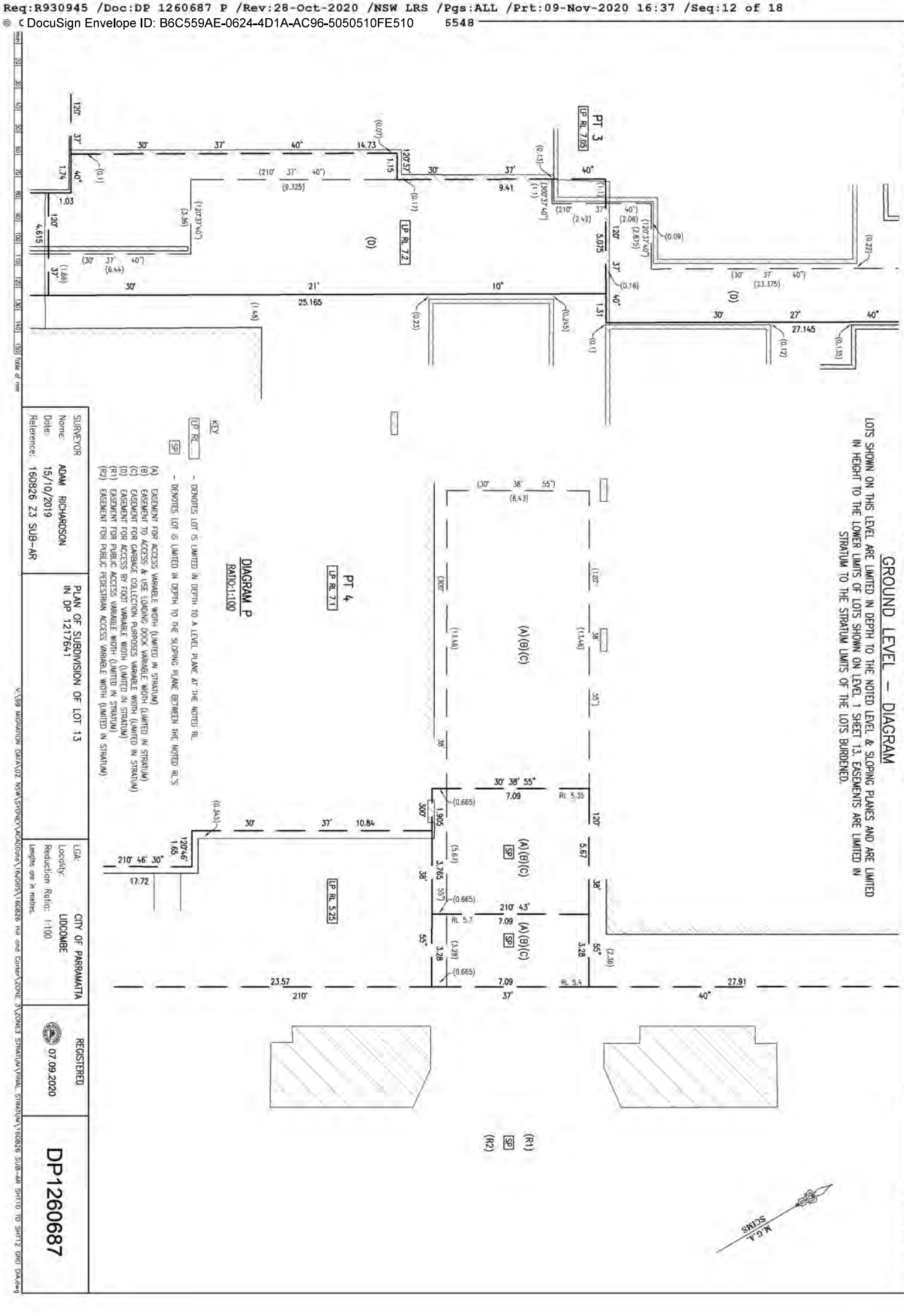
PLAN FORM 2 (A2)

# GROUND LEVEL – DIAGRAM

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 1 SHEET 13. EASEMENTS ARE LIMITED IN STRATUM TO THE STRATUM LIMITS OF THE LOTS BURDENED.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan




KEY

LP RL ... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

SP – DENOTES LOT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (LIMITED IN STRATUM)
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(R2) EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

| | |
|---|---|
| SURVEYOR | |
| Name: | ADAM RICHARDSON |
| Date: | 15/10/2019 |
| Reference: | 160826 Z3 SUB-AR |
| PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | |
| LGA: | CITY OF PARRAMATTA |
| Locality: | LIDCOMBE |
| Reduction Ratio: | 1:100 |
| Lengths are in metres. | |
| REGISTERED | 07.09.2020 |
| DP1260687 | |

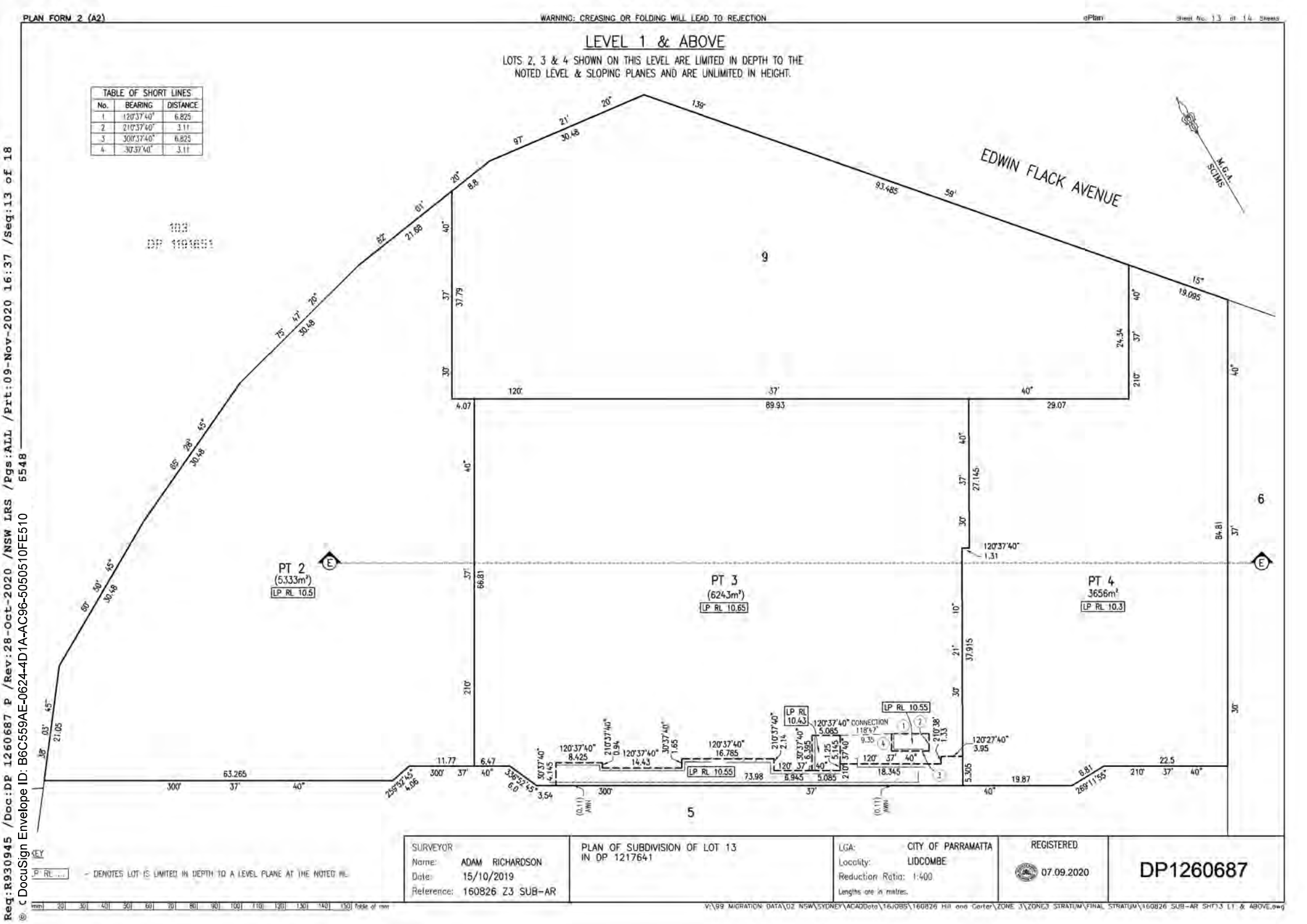
V:\SP MIGRATION DATA\02 NSW\SYDNEY\ADDISON\16ADSRV\160826 Plan and Comp\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SH110 TO SH112 GRD DA.dwg

Sheet No. 12 of 14 Sheets

# LEVEL 1 & ABOVE

LOTS 2, 3 & 4 SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE NOTED LEVEL & SLOPING PLANES AND ARE UNLIMITED IN HEIGHT.

| TABLE OF SHORT LINES | | |
|---|---|---|
| No. | BEARING | DISTANCE |
| 1 | 120°37'40" | 6.825 |
| 2 | 210°37'40" | 3.11 |
| 3 | 300°37'40" | 6.825 |
| 4 | 30°37'40" | 3.11 |




KEY

P RL ... - DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

| SURVEYOR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA | REGISTERED | DP1260687 |
|---|---|---|---|---|
| Name: ADAM RICHARDSON | | Locality: LIDCOMBE | 07.09.2020 | |
| Date: 15/10/2019 | | Reduction Ratio: 1:400 | | |
| Reference: 160826 Z3 SUB-AR | | Lengths are in metres. | | |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

V:\99 MIGRATION DATA\02 NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT13 LT & ABOVE.dwg

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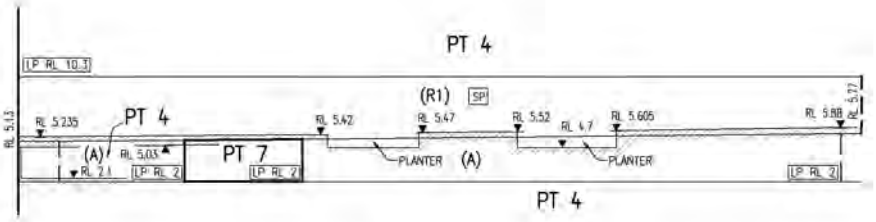
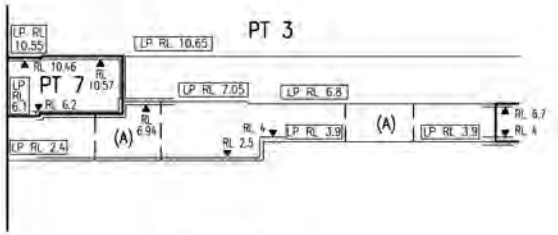
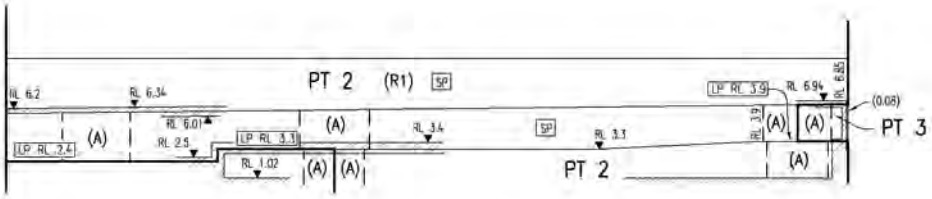


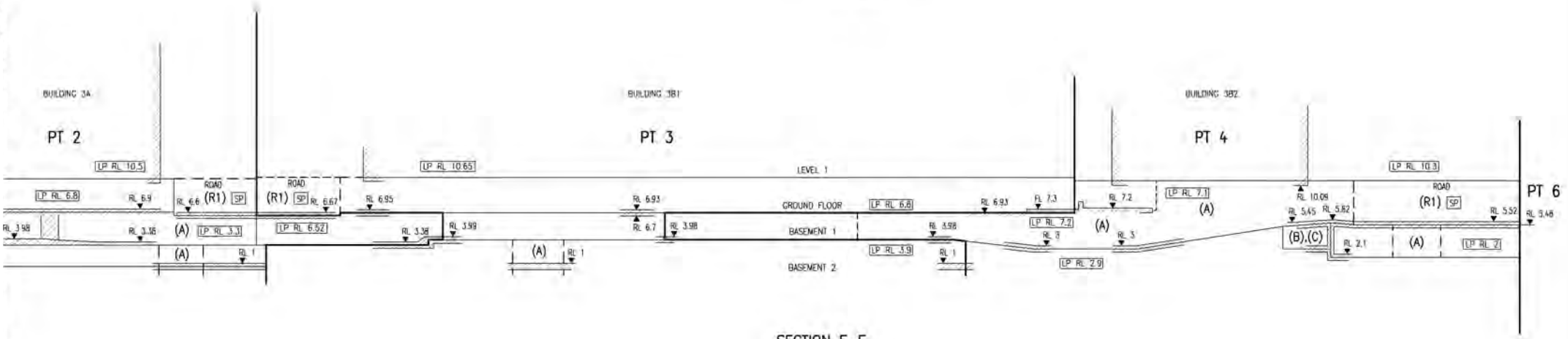

SECTION B–B
RATIO:1:300




SECTION C–C
RATIO:1:300




SECTION D–D
RATIO:1:300




SECTION E–E
RATIO:1:300

KEY

LP RL .... – DENOTES LOT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

(A) EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT TO ACCESS & USE LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM)
(C) EASEMENT FOR GARAGE COLLECTION PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(R1) EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

| | | | | |
|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 15/10/2019<br>Reference: 160826 Z3 SUB-AR | PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:400<br>Lengths are in metres. | REGISTERED<br>07.09.2020 | DP1260687 |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

V:\99 MIGRATION DATA\OZ NSW\SYDNEY\ACADData\16JOBS\160826 Hill and Carter\ZONE 3\ZONE3 STRATUM\FINAL STRATUM\160826 SUB-AR SHT14 SECTION.dwg

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© Ref:1606548

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| PLAN FORM 6 (2018) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 3 sheet(s) |
|---|---|---|

Office Use Only

Registered: 07.09.2020

Title System: TORRENS

Office Use Only

# DP1260687

PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641

CITY OF

LGA: PARRAMATTA

Locality: LIDCOMBE

Parish: CONCORD

County: CUMBERLAND

## Survey Certificate

I, ADAM RICHARDSON

of Veris Australia Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on: 15 & 19.10.2019, or

*~~(b) The part of the land shown in the plan (*being/*excluding** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation,~~ or

*~~(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.~~

Datum Line: X - Y

Type: *Urban/*~~Rural~~

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

Signature: ..... Dated: 04.03.2020

Surveyor Identification No: 8747

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike through if inapplicable.
^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

## Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

## Subdivision Certificate

I..... CLAIRE STEPHENS

*Authorised Person/*~~General Manager/*accredited Certifier~~, certify that the provisions of section 6.15 *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent/Authority: CITY OF PARRAMATTA COUNCIL

Date of Endorsement: 27.08.2020

Subdivision Certificate no: SC/3812020

File number: .....

*Strike through if inapplicable

## Plans used in the preparation of survey/compilation

DP's 1217641 1081239 1160485
234801 1121434 1217641
1191651

## STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.

If space is insufficient continue on PLAN FORM 6A

Surveyor's Reference: 160826 Z3 SUB–AR

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

ePlan

| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 2 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 07.09.2020

PLAN OF SUBDIVISION OF LOT 13
IN DP 1217641

Office Use Only

# DP1260687

Subdivision Certificate No: SC|38|2020

Date of Endorsement: 27.08.2020

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT TO USE FIRE STAIRS & PASSAGES (WHOLE OF LOT)
4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
5. EASEMENT FOR ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM)
6. EASEMENT TO ACCESS AND USE LOADING DOCK VARIABLE WIDTH (B) (LIMITED IN STRATUM)
7. EASEMENT FOR GARBAGE COLLECTION PURPOSES VARIABLE WIDTH (C) (LIMITED IN STRATUM)
8. EASEMENT FOR ACCESS BY FOOT VARIABLE WIDTH (D) (LIMITED IN STRATUM)
9. EASEMENT FOR ACCESS ~~VARIABLE WIDTH~~ ~~(R)~~ (WHOLE OF LOT)
10. EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH (R1) (LIMITED IN STRATUM)
11. EASEMENT FOR PUBLIC PEDESTRIAN ACCESS VARIABLE WIDTH (R2) (LIMITED IN STRATUM)
12. EASEMENT FOR SERVICES ~~VARIABLE WIDTH~~ ~~(S)~~ (WHOLE OF LOT)
13. EASEMENT FOR ACCESS 1.96 WIDE (T)
14. EASEMENT FOR SERVICES 1.96 WIDE (U)
15. EASEMENT FOR WATER SUPPLY PURPOSES OVER EXISTING LINE OF PIPES (LIMITED IN STRATUM) (W)
16. RESTRICTION ON THE USE OF LAND
17. POSITIVE COVENANT (OSD)
18. RESTRICTION ON THE USE OF LAND (OSD)
19. POSITIVE COVENANT (RAIN WATER HARVESTING)
20. RESTRICTION ON THE USE OF LAND (RAINWATER HARVESTING)

ADDRESSES ARE NOT KNOWN AT THIS STAGE

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 160826 Z3 SUB–AR

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| PLAN FORM 6A (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 3 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 07.09.2020

PLAN OF SUBDIVISION OF LOT 13 IN DP 1217641

Office Use Only

DP1260687

Subdivision Certificate No: SC/38/2020

Date of Endorsement: 27·08·2020

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**Signed** on behalf of **Australia YMCI Pty Limited**
**ACN 607 884 711** pursuant to section 127
*Corporations Act 2001*, by:

Secretary/Director

Print name QIANG KUI

Director

Print name ZHENGTAO TAN

~~**Signed by as attorney for of Australia YMCI Pty Limited**~~
**ACN 607 884**, under power of attorney registered book no.
in the presence of:

Signature of Witness

Print Name of Witness

Print Address of Witness

Signature of Attorney

Print Name of Attorney

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

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 160826 Z3 SUB–AR

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

Office Use Only

Registered: 07.09.2020

PLAN OF SUBDIVISION OF LOT 13
IN DP 1217641

Office Use Only

# DP1260687

Subdivision Certificate No: SC138/2020

Date of Endorsement: 27.08.2020

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**Signed** on behalf of **FCCD (Australia) Pty Limited**
~~**ACN 134 182 380** pursuant to section 127~~
Corporations Act 2001, by:

Secretary/Director ..... Director

~~Print name~~ ..... Print name

**Signed** by as attorney for of **FCCD (Australia) Pty Limited**
**ACN 134 182 380**, under power of attorney registered book no. 580
in the presence of: 4558

..... .....
Signature of Witness Signature of Attorney

GEOFFREY ZIMAN DAVID KELLEHER
Print Name of Witness Print Name of Attorney

1 MACQUARIE PLACE, SYDNEY
Print Address of Witness

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

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 160826 Z3 SUB-AR

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ePlan

# 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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/36/2020

## PART 1 – CREATION

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

Australia YMCI Pty Limited
Suite 36.01, Level 36
201 Elizabeth 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 2 | Lots 3, 4 and 7 |
| | | Lot 3 | Lots 2, 4 and 7 |
| | | Lot 4 | Lots 2, 3 and 7 |
| | | Lot 7 | Lots 2, 3, and 4 |
| 2. | Easement for services (whole of lot) | Lot 2 | Lots 3, 4 and 7 |
| | | Lot 3 | Lots 2, 4 and 7 |
| | | Lot 4 | Lots 2, 3 and 7 |
| | | Lot 7 | Lots 2, 3, and 4 |
| 3. | Easement to use fire stairs and passages (whole of lot) | Lot 2 | Lots 3, 4 and 7 |
| | | Lot 3 | Lots 2, 4 and 7 |
| | | Lot 4 | Lots 2, 3 and 7 |
| | | Lot 7 | Lots 2, 3, and 4 |

Council authorised delegate

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ePlan

# 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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC138/2020

| 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: |
|---|---|---|---|
| 4. | Easement to access shared facilities (whole of lot) | Lot 2 | Lots 3, 4 and 7 |
| | | Lot 3 | Lots 2, 4 and 7 |
| | | Lot 4 | Lots 2, 3 and 7 |
| | | Lot 7 | Lots 2, 3, and 4 |
| 5. | Easement for access variable width (A) (limited in stratum) | Lot 2 | Lots 3, 4 and 7 |
| | | Lot 3 | Lots 2, 4 and 7 |
| | | Lot 4 | Lots 2, 3 and 7 |
| | | Lot 7 | Lots 2, 3, and 4 |
| 6. | Easement to access and use loading dock variable width (B) (limited in stratum) | Lot 4 | Lots 2, 3 and 7 |
| 7. | Easement for Garbage Collection Purposes Variable Width (C) (limited in stratum) | Lot 4 | City of Parramatta Council |
| 8. | Easement for access by foot variable width (D) (limited in stratum) | Lot 3 | Lots 4 and 7 |
| 9. | Easement for access ~~variable width~~ (R) (WHOLE OF LOT) | Lot 5 | Lots 2, 3, 4 and 7 |
| 10. | Easement for public access variable width (R1) (limited in stratum) | Lots 2, 3, 4 and 8 | City of Parramatta Council |
| 11. | Easement for public pedestrian access variable width (R2) (limited in stratum) | Lots 2, 3, 4 and 8 | City of Parramatta Council |
| 12. | Easement for services ~~variable width~~ (S) (WHOLE OF LOT) | Lot 5 | Lots 2, 3, 4 and 7 |

Council authorised delegate

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ePlan

# 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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/38/2020

| | | | |
|---|---|---|---|
| 13. | Easement for Access 1.96 wide (T) | Lot 6 | Lots 2, 3, 4 and 7 |
| 14. | Easement for Services 1.96 wide (U) | Lot 6 | Lots 2, 3, 4 and 7 |
| 15. | Easement for water supply purposes over existing line of pipes (W) (limited in stratum) | Lots 4 and 6 | Lot 9 |
| 16. | Restriction on use of land | Lots 4 and 6 | Lot 9 |
| 17. | Positive covenant (OSD) | Lots 2, 3 and 4 | City of Parramatta Council |
| 18. | Restriction on the use of land (OSD) | Lots 2, 3 and 4 | City of Parramatta Council |
| 19. | Positive covenant (rain water harvesting) | Lots 2, 3 and 4 | City of Parramatta Council |
| 20. | Restriction on the use of land (rain water harvesting) | Lots 2, 3 and 4 | City of Parramatta Council |

Council authorised delegate

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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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/38/2020

## PART 2 – TERMS

## 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, licensees and invitees of the Grantee.

**Building** means the mixed use building constructed or to be constructed at 29 Carter Street, Lidcombe NSW within lots 2, 3, 4 and 7 in the Plan comprising residential and retail components, known as Ovation Quarter Zone 3A and 3B.

**Building Management Committee** means any building management committee for the Building constituted under a Management Statement.

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

**Council** means Parramatta City 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. DA1005/2016, 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.

**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 of a Lot Benefited.

**Grantor** means the owner of a Lot Burdened.

Council authorised delegate

ePlan

# 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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC138/2020

**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.

**Plan** means the plan of subdivision to which this instrument relates.

**Residential Lots** means lots 2, 3 and 4 in the Plan.

**Retail/Commercial Lot** means lot 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 Lot 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 Lot, or as agreed to by the Grantor.

**Service Lines** means:

(a) pipes, conduits, ducts, wires and cables required for the transmission, operation and functioning of Services or in connection with Services; and

(b) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.

Council authorised delegate

ePlan

# 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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/38/2020

**Services** includes:

(a) the supply of water, gas, electricity or artificially heated or cooled air;

(b) systems for the exhaust of smoke, odours and fumes and the supply of air;

(c) systems for the disposal of sullage and grease;

(d) the provision of sewerage and drainage and stormwater drainage; and

(e) telephone, radio, television or other means of communication or transmission;

(f) security systems; and

(g) any other facility, supply or transmission.

**Service Equipment** means plant and equipment relating to Services, including associated equipment and Service Lines.

**Shared Facility** means a Shared Facility as defined and described in a Management Statement.

**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.

## 1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

(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.

Council authorised delegate

ePlan

# 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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/38/2020

### 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.

## 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.

Council authorised delegate

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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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/38/2020

## 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.

### 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.

## 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.

Council authorised delegate

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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

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/38/2020

### 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.

## 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:

(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

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(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), 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;

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(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 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.

## 7. Terms of easement to use fire stairs and passages (whole of lot) numbered 3 in the Plan

### 7.1 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.

## 8. Terms of easement for access to shared facilities (whole of lot) numbered 4 in the Plan

### 8.1 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

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Burdened for such time as is reasonable or the purposed of the inspection, repair, maintenance or replacement of the Shared Facility item.

### 8.2 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.

### 8.3 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

(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.

## 9. Terms of easement for access variable width (A) (limited in stratum) numbered 5 in the Plan

### 9.1 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

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(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.

### 9.2 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.

### 9.3 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.

### 9.4 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.

## 10. Terms of easement for access and use loading dock variable width (B) (limited in stratum) numbered 6 in the Plan

### 10.1 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;

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(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.

### 10.2 Requirements when exercising rights

(a) When they exercise their rights or comply with their obligations under this easement, Grantees and Authorised Users must:

(i) take all reasonable actions to minimise disturbance to the Grantor or the occupiers of the Lot Burdened;

(ii) take reasonable precautions to ensure that no damage is caused to the Easement Site or the Lot Burdened;

(iii) promptly rectify any damage they cause to the Easement Site or the Lot Burdened;

(iv) immediately remove any garbage or recyclable materials that they spill on the Easement Site and clean the affected area;

(v) 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

(vi) not leave any goods, articles or other equipment in the Easement Site; and

(b) The Grantee must 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.

### 10.3 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.

### 10.4 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.

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**10.5 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.

## 11. Terms of easement for garbage collection purposes variable width (C) (limited in stratum) numbered 7 in the Plan

**11.1 Grant of easement**

(a) The Authority Benefited and its Authorised Users and free right to go, pass and repass over the Easement Site at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the Lot Burdened and for the purposes incidental thereto.

(b) The rights granted under this easement may be exercised by the Authority Benefited and its Authorised Users to enter the Easement Site without being liable for damage which may be occasioned to the Lot Burdened or any improvements thereon including any paving, driveways, foot paths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence Authority Benefited or its Authorised Users.

(c) Without limiting the generality of and notwithstanding clauses 11.1(a) and 11.1(b), if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicles being used in connection with the collection of garbage/recycling from the Lot Burdened, neither the Authority Benefited nor its Authorised Users shall be liable in respect thereof.

(d) the Authority Benefited and its Authorised Users shall be indemnified and be kept indemnified by the Grantor, its successors and assigns against all actions, suits damages whatsoever which may be brought or made, instituted against and from or any of them by the Grantor or occupier of the Lot Burdened or any part thereof by any person, in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person, whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the Lot Burdened for the purpose of collecting garbage/recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the Authority Benefited or its Authorised Users.

(e) Nothing contained in this easement shall oblige the Authority Benefited to have garbage/recycling collections from points within the Lot Burdened or shall prevent the Authority Benefited from discounting collection from within the Lot Burdened PROVIDED ALWAYS that if the Authority Benefited discontinues collection of garbage from within the Lot Burdened, the Authority Benefited and the Grantor shall respectively have the same rights and obligations with regard to the removal of

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garbage/recycling from the Lot Burdened as they would have had if this easement had not been granted.

### 11.2 Authority to release

The authority having the right to release, vary, modify this easement is Council.

## 12. Terms of easement for access by foot variable width (D) (limited in stratum) 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; and

(b) promptly make good any damage caused by the exercise of the rights granted to the Grantor under this easement;

(c) not interfere with or disrupt the conduct of any lawful business conducted within the Easement Site by the Grantee or Authorised Users; 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 easement for access ~~variable width (R)~~ numbered 9 in the Plan (WHOLE OF LOT)

### 13.1 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) by motor vehicles on road surfaces within the Easement Site.

### 13.2 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.

### 13.3 Restriction on parking

The Grantee and its Authorised Users must not:

(a) park or stand motor or other vehicles on the Easement Site other than in a designated parking space; or

(b) obstruct use of the Easement Site by any person.

### 13.4 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; and

the Grantee must:

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; and

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(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.

### 13.5 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way over the whole of the Lot Burdened (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

## 14. Terms of easement for public access variable width (R1) (limited in stratum) 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 (including members of the public) the full, free and unimpeded right to enter, pass and repass over and across the Easement Site by motor vehicles on publicly accessible road and driveway surfaces within the Easement Site for the purpose of access to the loading dock on basement level 1 of the Building and adjacent publicly accessible service bays.

### 14.2 Commencement of rights – lot 8

In relation to lot 8 in the Plan, the Grantee's rights under this easement are suspended until, and will commence on and from the date on which an occupation certificate is issued for the part of the building constructed on lot 8 in the Plan that includes the loading dock, any adjacent publicly accessible service bays and the roads and driveways giving public access to that area.

### 14.3 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:

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(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.

### 14.4 Restriction on parking

The Grantee and its Authorised Users must not:

(a) park or stand motor or other vehicles on the Easement Site other than in a designated parking space; or

(b) obstruct use of the Easement Site by any person.

### 14.5 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; and

the Grantee must:

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; 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.

### 14.6 Power to release, vary or modify

The name of the authority empowered to release, vary or modify this easement is Council.

## 15. Terms of easement for public pedestrian access variable width (R2) (limited in stratum) numbered 11 in the Plan

### 15.1 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 designated footways within the Easement Site on foot or with wheelchairs or other disabled access aids.

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### 15.2 Commencement of rights – lot 8

In relation to lot 8 in the Plan, the Grantee's rights under this easement are suspended until, and will commence on and from the date on which an occupation certificate is issued for the part of the building constructed on lot 8 in the Plan that includes the publicly accessible footways giving public access across lot 8 in the Plan.

### 15.3 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.

### 15.4 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; and

the Grantee must:

(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; 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.

### 15.5 Power to release, vary or modify

The name of the authority empowered to release, vary or modify this easement is Council.

## 16. Terms of easement for services ~~variable width (S) (limited in stratum)~~ (WHOLE OF LOT) numbered 12 in the Plan

### 16.1 Grant of easement

The Grantor grants to the Grantee and its Authorised Users the right to enter, pass, repass and remain on the Easement Site for the purposes of installing Services and Service Lines in the Easement Site and the right to have and maintain within the Easement Site any Services

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and Service Lines for the use and enjoyment of the Lot Benefited, and to do anything reasonably necessary for those purposes, including the rights:

(a) to enter and pass and repass through the Easement Site by the most direct practicable route with tools and equipment for the purpose of accessing the Easement Site and exercising rights under this easement;

(b) to carry out an inspection of the Service Lines and Services within the Lot Burdened; and

(c) to attach Service Lines to structure within the Lot Burdened in locations that do not interfere with the normal use of the relevant part of the Lot Burdened;

(d) to connect, install, replace or maintain any Service Lines and Services; and

(e) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing and inspecting the Service Lines and Services and of making such slab or wall penetrations as may be reasonably necessary.

### 16.2 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 in relation to Service Lines, Services or on 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) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;

(e) not do anything that will permanently interfere with or adversely affect the normal use of any part of the Lot Burdened;

(f) without limiting any other obligation under this easement, cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(g) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition.

### 16.3 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way over the whole of the Lot Burdened (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

Council authorised delegate

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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**

**Plan:**

DP1260687

**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/38/2020

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

## 17. Terms of easement for access 1.96 wide (T) numbered 13 in the Plan

### 17.1 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 on foot or with wheelchairs or other disabled access aids.

### 17.2 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.

### 17.3 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; and

the Grantee must:

Council authorised delegate

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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**

**Plan:**

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**Plan of subdivision of Lot 13 in DP1217641**
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(c) promptly make good any damage caused by the exercise of the rights granted to the Grantor and Authorised Users under this easement; 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.

### 17.4 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way within over the whole of the Easement Site (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

## 18. Terms of easement for services 1.96 wide (U) numbered 14 in the Plan

### 18.1 Grant of easement

The Grantor grants to the Grantee and its Authorised Users the right to enter, pass, repass and remain on the Easement Site for the purposes of installing Services and Service Lines in the Easement Site and the right to have and maintain within the Easement Site any Services and Service Lines for the use and enjoyment of the Lot Benefited, and to do anything reasonably necessary for those purposes, including the rights:

(a) to enter and pass and repass through the Easement Site by the most direct practicable route with tools and equipment for the purpose of accessing the Easement Site and exercising rights under this easement;

(b) to carry out an inspection of the Service Lines and Services within the Lot Burdened; and

(c) to attach Service Lines to structure within the Lot Burdened in locations that do not interfere with the normal use of the relevant part of the Lot Burdened;

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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

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(d) to connect, install, replace or maintain any Service Lines and Services; and

(e) to remain there for such reasonable time as may be necessary for the purpose of connecting, installing and inspecting the Service Lines and Services and of making such slab or wall penetrations as may be reasonably necessary.

### 18.2 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 in relation to Service Lines, Services or on 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) except in an emergency, give the Grantor or its nominee at least 48 hours notice of their intention to enter the Lot Burdened;

(e) not do anything that will permanently interfere with or adversely affect the normal use of any part of the Lot Burdened;

(f) without limiting any other obligation under this easement, cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(g) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition.

### 18.3 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Council of a public road or public way over the whole of the Easement Site (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the Lot Burdened this easement will be extinguished and removed from the title of the Lot Burdened.

(c) The owner of the Lot Benefited consents to the unilateral request by the owner of the Lot Burdened for the extinguishment of this easement and its removal from the title of the Lot Burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the Lot Benefited is requested by the owner of the Lot Burdened to do so, the owner of the Lot Benefited must do all things requested by the owner of the Lot Burdened (including making application to the NSW Land Registry

Council authorised delegate

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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

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Services) to enable the removal of the record of this easement from the title of the Lot Burdened.

## 19. Terms of easement for water supply purposes over existing line of pipes (W) (limited in stratum) numbered 15 in the Plan

**19.1 Grant of easement**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominate tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by them, from time to time and at all times by means of pipes to supply water in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of supplying water or any pipe or pipes in replacement or in substitution therefor and together with the right for the grantee and every person authorised by them with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by them will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the written consent of Sydney Water Corporation.

## 20. Terms of restriction on the use of land numbered 16 in the Plan

**20.1 Terms of positive covenant**

No building or other structure shall be erected, constructed or placed on the land shown as Easement for water supply purposes over existing line of pipes without the prior consent in writing of Sydney Water Corporation first had and obtained nor otherwise than in strict compliance with such conditions as the said Sydney Water Corporation may impose and this restriction shall not be released varied or modified without the written consent of the said Sydney Water Corporation.

## 21. Terms of positive covenant (OSD) numbered 17 in the Plan

**21.1 Terms of positive covenant**

(a) The registered proprietor of the lot(s) hereby burdened will in respect of the system:

(i) Keep the system clean and free from silt, rubbish and debris;

(ii) Maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner;

Council authorised delegate

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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

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(iii) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and

(iv) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

(b) Pursuant to Section 88F(3) of the Conveyancing Act 1919 ("Act")the Council shall have the following additional powers:

(i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and

(ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(A) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

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

(c) This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

(d) For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018, including all ancillary gutters, pipes, drains, walls, kerbs, pts grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

A copy of this certificate is held on Council File No. DA1005/2016.

Council authorised delegate

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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**

**Plan:**

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**21.2 Authority to release**

The authority having the right to release, vary, modify this positive covenant is Council.

## 22. Terms of restriction on the use of land (OSD) numbered 18 in the Plan

**22.1 Terms of restriction**

(a) The registered proprietor shall not make or permit or suffer the making of any alterations to any system which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council.

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

(c) Any on-site stormwater detention system constructed on the Lot Burdened is hereafter referred to "the system".

(d) The on-site stormwater detention system is detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018. A copy of this Construction Certificate is held on Council File No. DA1005/2016.

**22.2 Authority to release**

The authority having the right to release, vary, modify this restriction on use is Council.

## 23. Terms of positive covenant (rain water harvesting) numbered 19 in the Plan

**23.1 Terms of positive covenant**

(a) The registered proprietor of the lot(s) hereby burdened will in respect of the system:

(i) Keep the system clean and free from silt, rubbish and debris;

(ii) Maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner;

(iii) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and

(iv) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

Council authorised delegate

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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

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(b) Pursuant to Section 88F(3) of the Conveyancing Act 1919 ("Act")the Council shall have the following additional powers:

(i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and

(ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(A) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.

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

(c) This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

(d) For the purposes of this covenant, "the system" means the stormwater treatment measures/ water sensitive urban design elements constructed on the land as detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018, including all the infiltration systems, porous pavement, sediment basins, bio-retention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/ oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements.

A copy of this certificate is held on Council File No. DA1005/2016.

**23.2 Authority to release**

The authority having the right to release, vary, modify this positive covenant is Council.

Council authorised delegate

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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

**Plan:**

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## 24. Terms of restriction on the use of land (rain water harvesting) numbered 20 in the Plan

### 24.1 Terms of restriction

(a) The registered proprietor shall not make or permit or suffer the making of any alterations to any stormwater treatment measures/ water sensitive urban design elements which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council.

The expression "stormwater treatment measures/ water sensitive urban design elements" means the infiltration systems, porous pavement, sediment basins, bio-retention swales, bio-retention basins, rain gardens, landscaped or vegetated swales, vegetated buffers, swale/ buffer systems, sand filter, wetlands, ponds, retarding basins, aquifer storage and recovery, rainwater reuse tanks, stormwater reuse tanks, gross pollutant traps, pit inserts, silt/oil arrestors or other proprietary products including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins or surfaces graded to direct stormwater to the stormwater treatment measures/ water sensitive urban design elements.

(b) The stormwater treatment measures/ water sensitive urban design elements is detailed on the plans approved by Steven Saad of Certified Building Specialists as Construction Certificate No. C7A396A3 on 29 May 2018. A copy of this Construction Certificate is held on Council File No. DA1005/2016.

### 24.2 Authority to release

The person having the right to release, vary, modify this restriction is Council.

Council authorised delegate

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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

**Plan:**

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**Plan of subdivision of Lot 13 in DP1217641**
**Covered by Subdivision Certificate No.** SC/30/2020

## SIGNING PAGES

**Signed** on behalf of **Australia YMCI Pty Limited** **ACN 607 884 711** pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

Print name

Director

ZHENGTAO TAN
Print name

**Signed by**
~~as attorney for of **Australia YMCI Pty Limited**~~
**ACN 607 884**, under power of attorney registered book no.
in the presence of:

Witness

Print name

~~Print address~~

Attorney

Name

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

Council authorised delegate

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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

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**Covered by Subdivision Certificate No.** SC/30/2020

**Mortgagee/s**

~~**Signed** on behalf of~~ **FCCD (Australia) Pty Limited ACN 134 182 380** pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

Print name

Director

Print name

**Signed by**
as attorney for of **FCCD (Australia) Pty Limited ACN 134 182 380**, under power of attorney registered book 4558 no. 580
in the presence of:

Witness

GEOFFREY ZIMAN
Print name

1 MACQUARIE PLACE, SYDNEY
Print address

Attorney

DAVID KELLEHER
Name

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

Council authorised delegate

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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

**Plan:**

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**Plan of subdivision of Lot 13 in DP1217641**
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**Council**

**Executed** on behalf of the **City of Parramatta Council** by its Authorised Delegate pursuant to Sec 377 of the Local Government Act 1993.

Authorised Delegate

CLAIRE STEPHENS.
Print name

MGR- DEV. ASSESS
Position

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

Witness

SHAUN HEHIR
Print name

126 CHURCH STREET PARRAMATTA
Address

REGISTERED 07.09.2020

Council authorised delegate

Req:R928364 /Doc:DL AQ370196 /Rev:07-Sep-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:44 /Seq:1 of 7
© [illegible]

AQ370196J

Form: 13PC
Licence: 01-06-037
Licensee: Colin Biggers & Paisley Pty Ltd
Release: 3.1

# POSITIVE COVENANT

New South Wales

**Sections 88E(3) Conveyancing Act 1919**

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

(A) **TORRENS TITLE**

1/1260687, 2/1260687, 3/1260687, 4/1260687, 6/1260687, 7/1260687, 8/1260687
Being Part 13/1217641

(B) **LODGED BY**

| Document Collection Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 115F | **LLPN: 123055 K** COLIN BIGGERS & PAISLEY PTY LTD<br>LEVEL 42, 2 PARK STREET, SYDNEY<br>Ref: MVK:1904567 | PC |

(C) **REGISTERED PROPRIETOR**

Australia YMCI Pty Ltd ACN 607 884 711

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

| Nature of Interest | Number of Instrument | Name |
|---|---|---|
| Mortgage | AN936143 | FCCD (Australia) Nominee Pty Limited ACN 134 182 380 |

(E) **PRESCRIBED AUTHORITY**

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

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

**DATE** 20 / 05 / 2020
dd / mm / yyyy

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

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

Signature of witness: [signature]
Name of witness: Brad Raeleven
Address of witness: City Significant Dev - DTS Executive Planner

Signature of authorised officer: **see execution page** 5
Name of authorised officer: MARK GEOFF
Position of authorised officer: GROUP MANAGER - DEVELOPMENT & TRAFFIC

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

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

Company: Australia YMCI Pty Ltd
Authority:

Signature of authorised person: **page**
Name of authorised person:
Office held:

Signature of authorised person: **see execution** Page 6.
Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under Mortgage Number AN936143, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of witness: [signature]
Name of witness: GEOFFREY ZIMAN
Address of witness: 1 MACQUARIE PLACE SYDNEY

Signature of mortgagee: [signature]



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# Annexure A to Positive Covenant (13PC)

This is **Annexure A** to a Positive Covenant created under s 88E of the Conveyancing Act 1919.

**CITY OF PARRAMATTA COUNCIL** ("Prescribed Authority"); being a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act, 1919 orders that a public positive covenant on the terms set out in this and the following 5 pages be registered on the title to lots 1/1260687, 2/1260687, 3/1260687, 4/1260687, 6/1260687, 7/1260687, 8/1260687.

DATED:

## 1. Definitions and interpretation

### 1.1 Definitions

Unless the context otherwise requires:

**Act** means the *Sydney Olympic Park Authority Act 2001* (NSW).

**Event** means any cultural, sporting, educational, commercial, tourist, recreational or entertainment activity or any other activity which SOPA may promote, co-ordinate, organise, manage, undertake, secure, provide or conduct in the exercise of its functions under the Act from time to time.

**Land** means the land contained in the following folio identifiers 1/1260687, 2/1260687, 3/1260687, 4/1260687, 6/1260687, 7/1260687, 8/1260687

**Owner** means every person at any time entitled to an estate or interest in the Land, including:

(a) any freehold or leasehold estate or interest in possession in the Land; and

(b) any interest as the registered-proprietor, lessee or occupier of a lot in a community scheme under the *Community Land Management Act 1989* (NSW) or strata scheme under the *Strata Schemes (Freehold Development) Act 1973* (NSW) within which scheme the Land is a common property lot or community property lot.

**Sydney Olympic Park** has the meaning it bears in the Act.

**SOPA** means Sydney Olympic Park Authority and:

(a) any person appointed to replace or administer it or to carry out its functions; and

(b) the Minister responsible for Sydney Olympic Park Authority or any administrator or replacement of it.

### 1.2 Interpretation

Unless the contrary intention appears:

(a) a reference to this public positive covenant or another instrument includes any variation or replacement of them;

(b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;

(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) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(h) 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;

(i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(j) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items onto items of a similar kind.

## 2. Obligations of the Owner

### 2.1 Each Owner:

(a) acknowledges that the use of Sydney Olympic Park by the Prescribed Authority and/or SOPA in the exercise of its statutory functions in relation to Events may affect the Owner's use and enjoyment of the Land (or, if the Land is a community property lot or common property lot, the Owner's use and enjoyment of any land in which Owner has an interest within the community scheme or strata scheme of which that community property lot or common property lot forms part), including affectations caused by the matters referred to in clauses 2.2, 2.3 and 2.4; and

(b) agrees to be bound by the terms of this positive covenant in favour of the Prescribed Authority.

### 2.2 Noise and lighting

(a) During any Event (including during preparation for, and dismantling and removal of facilities and equipment and rubbish after, an Event) noise levels (including noise caused by crowds, amplified music and voices, broadcast announcements, alarms, sirens, pyrotechnic displays, helicopters, security patrols, traffic and animals) may exceed legal requirements and occur at times normally subject to noise restrictions.

(b) Events may be illuminated by, or may incorporate the use of, normal lighting or high intensity lighting including floodlighting, spotlighting, laser lighting and other forms of illumination.

(c) Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority, SOPA or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above noise or lighting.

### 2.3 Vehicle and pedestrian access

During and for designated periods before and after an Event, Event traffic management may result in:

(a) access being available only by designated routes; and

(b) temporary closures to roads within Sydney Olympic Park and surrounding roads, and traffic delays; and

(c) parking restrictions on areas available for public parking; and

(d) changes to or suspension of normal public transport services in the Sydney Olympic Park.

Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority, SOPA or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from the above restrictions on vehicle or pedestrian access provided that pedestrian and vehicular access remains available at all times to the Land via an accessible route.

### 2.4 Security

If security is required for an Event:

(a) security checks of persons and vehicles may be required for access to any area within Sydney Olympic Park designated by the Prescribed Authority and/or SOPA as a secure area for the purposes of the Event; and

(b) searches of vehicles, persons and goods may be undertaken on every entry into any designated secure area; and

(c) access to designated secure areas may only be available to persons accredited in relation to the Event.

Each Owner covenants that it will not complain in any forum about, or seek to make any claim or institute any action against, the Prescribed Authority, SOPA or any other person for any disturbance, inconvenience, nuisance, disruption or economic loss arising from implementation by any person of any of the above security measures.

## 3. Rights and powers of Prescribed Authority

The rights and powers of the Prescribed Authority under this public positive covenant are in addition to and not in substitution for the rights and powers of the Prescribed Authority under Part 6 Division 4 of theABN Conveyancing Act, 1919.

This public positive covenant is made under section 88E of the Conveyancing Act, 1919.

We certify this dealing correct for the purposes of the Real Property Act, 1900.

Signed on behalf of **City of Parramatta Council** (ABN 49 907 174 773) by its authorised delegate pursuant to section 377 of the *Local Government Act* 1993 in the presence of:

Signature of witness

Brad Roeleven
Name of witness

Executive Planner
Address of witness City Significant Development – DTSU

Signature of authorised delegate

MARK LEOTTA
Name of authorised delegate

GROUP MANAGER – DEVELOPMENT & TRAFFIC
Position of authorised delegate

© C

We certify this dealing correct for the purposes of the Real Property Act, 1900.

Signed by **Australia YMCI** under s.127(1) of the *Corporations Act 2001*

| | |
|---|---|
| sign | sign |
| DIRECTOR | DIRECTOR |
| office (director or secretary) | office (director ~~or secretary~~) |
| QIANG KUI | ZHENGTAO TAN |
| full name | full name |

We certify this dealing correct for the purposes of the Real Property Act, 1900.

Signed on behalf of
**FCCD (Australia) Pty Limited**

sign (authorised person)

DIRECTOR
title (authorised person)

DAVID KELLEHER
full name (authorised person)

sign (witness)

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

GEOFFREY ZIMAN
full name (witness)

1 MACQUARIE PLACE, SYDNEY
address (witness)

| HEIGHT SCHEDULE | | | | | |
|---|---|---|---|---|---|
| MARK | AHD VALUE | CLASS | ORDER | HEIGHT DATUM VALIDATION | STATE |
| SSM 51721 | 2.381 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 99413 | 10.297 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 108249 | 12.368 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| SSM 125322 | 8.883 | LC | L3 | FROM SCIMS–DATUM VALIDATION | FOUND |
| DATE OF SCIMS AHD VALUES: 02/03/2020 | | | | HEIGHT DATUM: AHD 71 | |

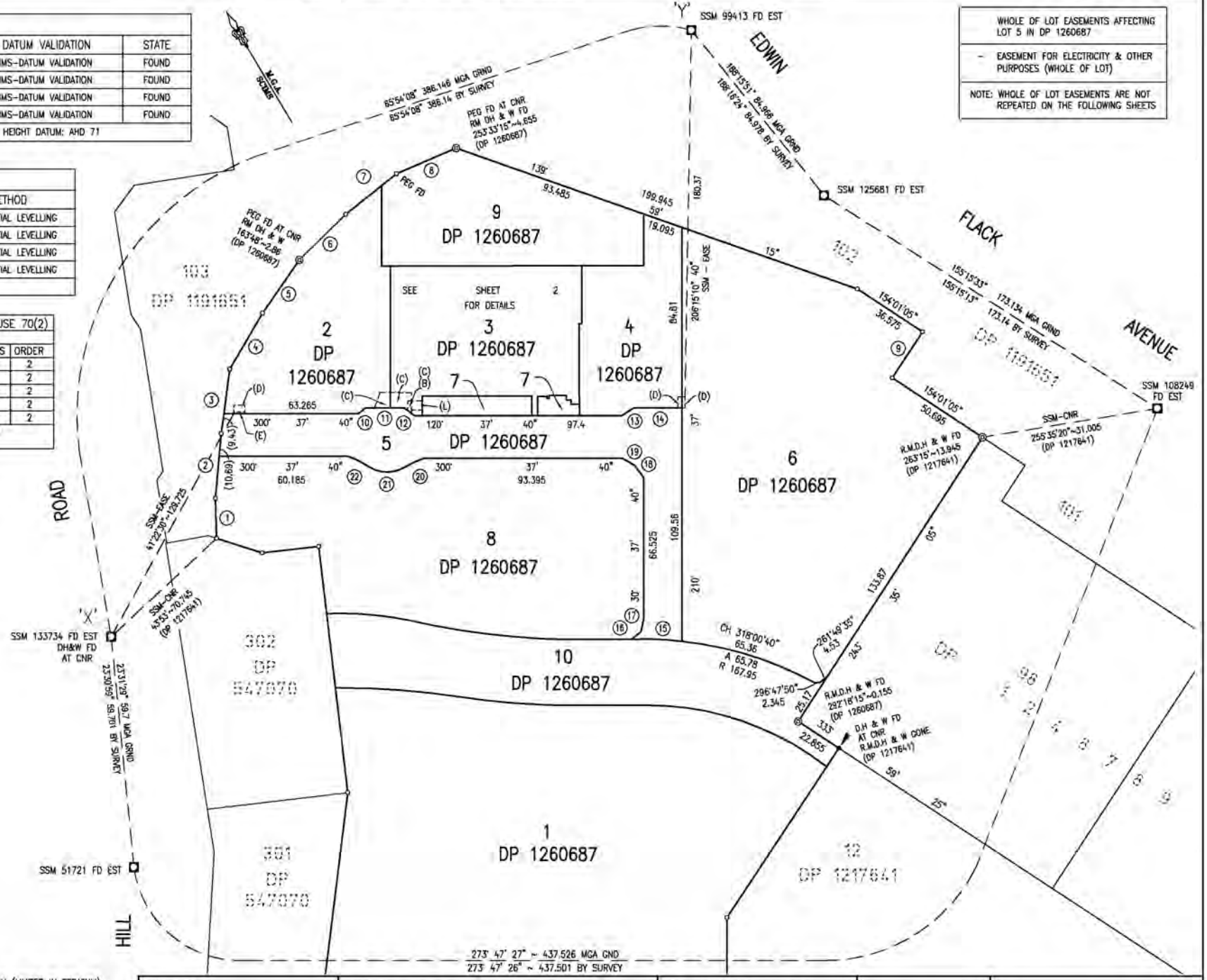
| HEIGHT DIFFERENCE SCHEDULE | | | |
|---|---|---|---|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| SSM 133734 | SSM 99413 | +7.731 | DIFFERENTIAL LEVELLING |
| SSM 99413 | SSM 125681 | −0.521 | DIFFERENTIAL LEVELLING |
| SSM 125681 | SSM 51725 | −1.489 | DIFFERENTIAL LEVELLING |
| SSM 51725 | SSM 133734 | −5.721 | DIFFERENTIAL LEVELLING |
| HEIGHT DATUM: AHD 71 | | | |

| SURVEYING AND SPATIAL INFORMATION REGULATION, 2017: CLAUSE 70(2) MGA 94 CO-ORDINATES | | | | | |
|---|---|---|---|---|---|
| MARK | EAST | NORTH | ZONE | CLASS | ORDER |
| SSM 51721 | 320 152.048 | 6 253 109.033 | 56 | B | 2 |
| SSM 99413 | 320 528.369 | 6 253 321.431 | 56 | B | 2 |
| SSM 108249 | 320 588.615 | 6 253 080.106 | 56 | B | 2 |
| SSM 125681 | 320 516.156 | 6 253 237.347 | 56 | B | 2 |
| SSM 133734 | 320 175.877 | 6 253 163.771 | 56 | B | 2 |
| SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 02/03/2020 COMBINED SCALE FACTOR 0.999995 | | | | | |

| TABLE OF CURVED LINES | | | | |
|---|---|---|---|---|
| No. | CHORD | | ARC | RADIUS |
| 15 | 302°52'15" | 23.645 | 23.665 | 177.545 |
| 20 | 275°25' | 9.41 | 9.435 | 40.5 |
| 21 | 301°27'55" | 17.84 | 18.845 | 16.5 |
| 22 | 326°40'30" | 10.585 | 10.615 | 40.5 |

| TABLE OF SHORT LINES | | |
|---|---|---|
| No. | BEARING | DISTANCE |
| 1 | 29°05'40" | 18.875 |
| 2 | 35°46'20" | 30.49 |
| 3 | 38°03'45" | 30.48 |
| 4 | 60°50'45" | 30.48 |
| 5 | 65°28'45" | 30.48 |
| 6 | 75°47'20" | 30.48 |
| 7 | 82°01'20" | 30.48 |
| 8 | 97°21'20" | 30.48 |
| 9 | 244°01'05" | 25.85 |
| 10 | 79°52'45" | 4.06 |
| 11 | 120°37'40" | 18.24 |
| 12 | 156°52'45" | 6 |
| 13 | 89°11'55" | 6.81 |
| 14 | 120°37'40" | 22.5 |
| 15 | 81°56'50" | 5.655 |
| 17 | 41°35'40" | 6.15 |
| 18 | 353°56' | 6.995 |
| 19 | 331°32'40" | 6.585 |

| WHOLE OF LOT EASEMENTS AFFECTING LOT 5 IN DP 1260687 |
|---|
| – EASEMENT FOR ELECTRICITY & OTHER PURPOSES (WHOLE OF LOT) |
| NOTE: WHOLE OF LOT EASEMENTS ARE NOT REPEATED ON THE FOLLOWING SHEETS |




EASEMENTS

(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE
(L) LEASE OF SUBSTATION PREMISES S77886

| SURVEYOR | | PLAN OF EASEMENTS WITHIN LOTS 2, 3, 4, 5 & 6 IN DP 1260687 & LEASE OF SUBSTATION PREMISES No. S77886 WITHIN LOT 3 IN DP1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:1250(A2)<br>Lengths are in metres. | 26/10/2020 | DP1262759 |
|---|---|---|---|---|---|
| Name: | ADAM RICHARDSON | | | | |
| Date: | 02/03/2020 | | | | |
| Reference: | 160826 AUSGRID | | | | |



Req:R928369 /Doc:DP 1262759 P /Rev:26-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:45 /Seq:1 of 7
5548
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Req:R928369 /Doc:DP 1262759 P /Rev:26-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:45 /Seq:2 of 7
5548
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EASEMENTS
(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE
(L) LEASE OF SUBSTATION PREMISES S77886

PEG FD AT CNR RM DH & W FD 253°33'15" 4.655 (DP 1260687)

EDWIN FLACK AVENUE

M.G.A. SCIMS

PEG FD AT CNR RM DH & W 163°48' 2.86 (DP 1260687)

9 DP 1260687

2 DP 1260687 BUILDING 3A (UNDER CONSTRUCTION)

3 DP 1260687 BUILDING 3B1 (UNDER CONSTRUCTION)

4 DP 1260687 BUILDING 3B2 (UNDER CONSTRUCTION)

7 DP 1260687

7 DP 1260687

6

5

SEE DIAGRAM A SHEET 3

SEE DIAGRAM C SHEET 3

SEE DIAGRAM B SHEET 3

SSM-EASE

RM DHAW 67°21'05" 6.175

RM DHAW 336°52'45" 3.09

RM DHAW 115°57'40" 6.56

| | | | | | |
|---|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 02/03/2020<br>Reference: 160826 AUSGRID | PLAN OF EASEMENTS WITHIN LOTS 2, 3, 4, 5 & 6 IN DP 1260687 & LEASE OF SUBSTATION PREMISES No. S77886 WITHIN LOT 3 IN DP1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:400<br>Lengths are in metres. | REGISTERED<br>26/10/2020 | DP1262759 |

Req:R928369 /Doc:DP 1262759 P /Rev:26-Oct-2020 /NSW LRS /Pgs:ALL /Prt:09-Nov-2020 12:45 /Seq:3 of 7
5548
© C

KEY

(LP RL ....) – DENOTES EASEMENT IS LIMITED IN DEPTH TO A LEVEL PLANE AT THE NOTED RL

(SP) – DENOTES EASEMENT IS LIMITED IN DEPTH TO THE SLOPING PLANE BETWEEN THE NOTED RL'S

IFW – DENOTES INTERNAL FACE OF WALL

(LIH RL ....) – DENOTES EASEMENT IS LIMITED IN HEIGHT TO A LEVEL PLANE AT THE NOTED RL

M.G.A. SCIMS

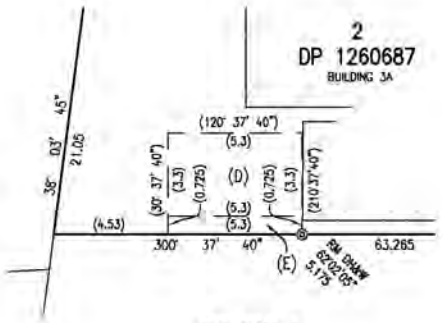



DIAGRAM A
RATIO:1:150

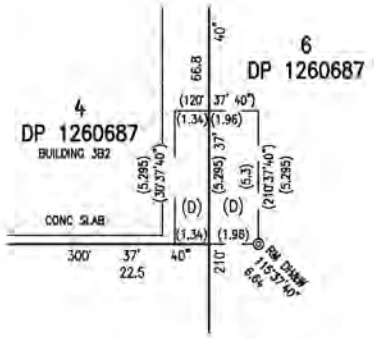
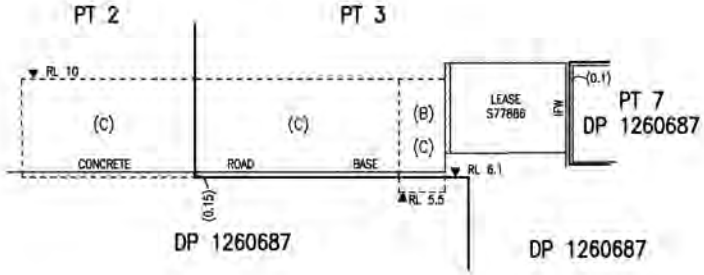



DIAGRAM B
RATIO:1:150




DIAGRAM C
RATIO:1:150




SECTION A–A
RATIO:1:150

EASEMENTS

(B) EASEMENT FOR ELECTRICITY & OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM)
(C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM)
(D) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE
(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 0.725 WIDE
(L) DENOTES LEASE OF PREMISES S77886

| | | | | | |
|---|---|---|---|---|---|
| SURVEYOR<br>Name: ADAM RICHARDSON<br>Date: 02/03/2020<br>Reference: 160826 AUSGRID | PLAN OF EASEMENTS WITHIN LOTS 2, 3, 4, 5 & 6 IN DP 1260687 & LEASE OF SUBSTATION PREMISES No. S77886 WITHIN LOT 3 IN DP1260687 | LGA: CITY OF PARRAMATTA<br>Locality: LIDCOMBE<br>Reduction Ratio: 1:400<br>Lengths are in metres. | REGISTERED<br>26/10/2020 | DP1262759 |

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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| PLAN FORM 6_E (2019) | **DEPOSITED PLAN ADMINISTRATION SHEET** | Sheet 1 of 4 sheet(s) |
|---|---|---|

Office Use Only

Registered: 26/10/2020

Title System: TORRENS

Office Use Only

# DP1262759

**PLAN OF** EASEMENT

WITHIN LOTS 2, 3, 4, 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

LGA: CITY OF PARRAMATTA

Locality: LIDCOMBE

Parish: CONCORD

County: CUMBERLAND

## Survey Certificate

I, ADAM RICHARDSON

of Veris Australia Pty Ltd,
Suite 301, Level 3, 55 Holt Street, Surry Hills, NSW 2010

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

(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 02-Mar-2020

(b) Partial Survey

(c) Compilation

Datum Line: 'X-Y'

Type: Urban ☑ Rural ☐

Signature: Dated: 02-03-20

Surveyor Identification No: 8747

Surveyor registered under the *Surveying and Spatial Information Act 2002*

## Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

## Subdivision Certificate

I,

certify that the provisions of section 6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

Plans used in the preparation of survey.

DP1217641, DP1260687

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

Surveyor's Reference: 160826 AUSGRID

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

*MACP 26/10/2020

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

**Registered:** 26/10/2020 Office Use Only

Office Use Only

# DP1262759

**PLAN OF** EASEMENT

WITHIN LOTS 2, 3, 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) (B)
2. RIGHT OF CARRIGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (C)
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (D)
4. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.725 WIDE (E)
5. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES ~~VARIABLE WIDTH (LIMITED IN STRATUM) (F)~~ (WHOLE OF LOT)

SIGNED ON BEHALF OF AUSTRALIA YMCI PTY LIMITED ACN 607 884 771 PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001 BY;

SECRETARY/DIRECTOR

QIANG KUZ

PRINT NAME

DIRECTOR

ZHENGTAO TAN

PRINT NAME

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160826 AUSGRID

*MACP 26/10/2020

ePlan

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

Office Use Only

**Registered:** 26/10/2020

Office Use Only

# DP1262759

**PLAN OF** EASEMENT

WITHIN LOTS 2, 3, 4, 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed, sealed and delivered for:
ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023
ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032
ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078
Blue Asset Partner Pty Ltd ACN 615 217 493
on behalf of Alpha Distribution Ministerial Holding Corporation
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4734 no. 366

Signature of Attorney

Nigel Lowry

Print Name of Attorney

I certify that I am an eligible witness and that the Prescribed Authority's [attorney] signed this dealing in presence.

S. Daley

Signature of Witness

Sharon Daley

Print Name of Witness

24 Campbell Street, Sydney

Print address

Signature of Attorney

Rob Amphlett Lewis

Print Name of Attorney

I certify that I am an eligible witness and that the Prescribed Authority's [attorney] signed this dealing in presence.

Signature of Witness

Colette Elysee-Lyons

Print Name of Witness

24 Campbell Street, Sydney

Print address

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160826 AUSGRID

*MACP 26/10/2020

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PLAN FORM 6_E (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 4 sheet(s)

Office Use Only

**Registered:** 26/10/2020

Office Use Only

# DP1262759

**PLAN OF** EASEMENT

WITHIN LOTS 2, 3, 4, 5* & 6 IN DP1260687 AND LEASE OF SUBSTATION PREMISES NO. S77886 WITHIN LOT 3 IN DP 1260687

Subdivision Certificate number:

Date of Endorsement:

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

EXECUTED BY SHINY MARBLE OPPORTUNITY III LIMITED
ARBN 638 209 748 BY BEING SIGNED BY ITS ATTORNEY
HENRY GEORGE SELF UNDER POWER OF ATTORNEY
DATED 25 SEPTEMBER 2020
REGISTERED BOOK NO.
IN THE PRESENCE OF:

Witness

HENRY GEORGE SELF

Corey Labrielle
Name of witness (print)
LEVEL 9, 8-12 CHIFLEY SQUARE
SYDNEY NSW. 2000
Address of witness (print)

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: 160826 AUSGRID

*MACP 26/10/2020

ePlan

# 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

**Plan:** DP1262759

**Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687**

## PART 1 – CREATION

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

Australia YMCI Pty Limited
ACN 607 884 711
Suite 36.01, Level 36
201 Elizabeth 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): 2 & 3 | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|---|---|---|
| 1. | Easement for electricity and other purposes variable width (limited in stratum) (B) | Lot 3 in DP1260687 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |
| 2. | Right of carriageway variable width (limited in stratum) (C) | Lots 2 and 3 in DP1260687 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |
| 3. | Easement for electricity and other purposes 3.3 wide (D) | Lots 2 and 4 in DP1260687<br>Lot 6 in DP1260687 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |
| 4. | Easement for electricity and other purposes 0.725 wide (E) | Lot 2 in DP1260687 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |
| 5. | Easement for electricity and other purposes *~~variable width (limited in stratum) (F)~~ (WHOLE OF LOT) | Lot 5 in DP1260687 | Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 |

*MACP 26/10/2020

ePlan

**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**

**Plan: DP1262759**

**Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687**

# PART 2 – TERMS

## 1. Terms of easement for electricity and other purposes variable width (limited in stratum) (B) numbered 1 in the Plan

### 1.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

## 2. Terms of right of carriageway variable width (limited in stratum) (C) numbered 2 in the Plan

### 2.1 Grant of easement

A right of carriageway within the meaning of Schedule 4A Part 1 of the *Conveyancing Act 1919* together with the right to park vehicles upon the right of carriageway.

## 3. Terms of easement for electricity and other purposes 3.3 wide (D) numbered 3 in the Plan

### 3.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

## 4. Terms of easement for electricity and other purposes 0.725 wide (E) numbered 4 in the Plan

### 4.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

## 5. Terms of easement for electricity and other purposes ~~variable width (limited in stratum)~~ (WHOLE OF LOT) (F) numbered 5 in the Plan

### 5.1 Grant of easement

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

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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

**Plan:** DP1262759 **Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687**

### 5.2 Extinguishment

(a) The rights under this easement terminate on the date of dedication to Parramatta City Council of a public road or public way within any part of the lot burdened (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

(b) Upon satisfaction of the Sunset Event, and on request of the owner of the lot burdened this easement will be extinguished and removed from the title of the lot burdened.

(c) The owner of the lot benefited consents to the unilateral request by the owner of the lot burdened for the extinguishment of this easement and its removal from the title of the lot burdened and acknowledges that the easement can be so extinguished without it being a party to the extinguishment request or providing its consent.

(d) Notwithstanding, if the owner of the lot benefited is requested by the owner of the lot burdened to do so, the owner of the lot benefited must do all things requested by the owner of the lot burdened (including making application to the NSW Land Registry Services) to enable the removal of the record of this easement from the title of the lot burdened.

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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**

**Plan:** DP1262759

**Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687**

## Execution

**Signed** on behalf of **Australia YMCI Pty Limited ACN 607 884 711** pursuant to section 127 *Corporations Act 2001*, by:

Secretary/Director

ZHANG KUI
Print name

Director

ZHENGTAO TAN
Print name

**Signed by**
as attorney for of **Australia YMCI Pty Limited ACN 607 884**, under power of attorney registered book no.
in the presence of:

Witness

Print name

Print address

Attorney

Name

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

ePlan

# 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

**Plan:** DP1262759

**Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687**

**Mortgagee**

**Executed by Shiny Marble Opportunity III Limited** ARBN 638 209 748 by being signed by its attorney HENRY GEORGE SELF under power of attorney dated 25 September 2020
registered book no.
in the presence of:

Witness

Corey Pennelle
Name of witness (print)
Level a, 8-12 Chifley Square
Sydney. NSW 2000
Address of witness (print)

HENRY GEORGE SELF

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

ePlan

# 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

**Plan:** DP1262759 **Plan of easements within lots 2, 3, 4, 5 and 6 in DP1260687 and lease of substation premises No, S77886 within lot 3 in DP1260687**

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

***on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015*** by its attorneys under power of attorney registered book 4734 no. 366

| | | | |
|---|---|---|---|
| *sign here* ▶ | Attorney | *sign here* ▶ | Attorney |
| *print name* | Nigel Lowry | *print name* | Rob Amphlett Lewis |
| *Date electronic signature affixed* | 23 September 2020 | *Date electronic signature affixed* | 23 September 2020 |
| | I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below] | | I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below] |
| | S. Daley<br>Signature of Witness | | Signature of Witness |
| *print name* | Sharon Daley | *print name* | Colette Elysee-Lyons |
| *print address* | 24 Campbell Street, Sydney | *print address* | 24 Campbell Street, Sydney |
| *Date electronic signature affixed* | 23 September 2020 | *Date electronic signature affixed* | 23 September 2020 |

REGISTERED 26/10/2020

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**Lodger Details**

| | |
|---|---|
| Lodger Code | 506516Q |
| Name | ADVOCATUS LAWYERS & CONSULTANTS |
| Address | L 26, 1 BLIGH ST<br>SYDNEY 2000 |
| Lodger Box | 1W |
| Email | DARREN.KANE@ADVOCATUSLAWYERS.COM.AU |
| Reference | SP101327-661 |

Land Registry Document Identification

AR937009

**STAMP DUTY:**

## Consolidation/Change of By-laws

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

| Land Title Reference | Part Land Affected? | Land Description |
|---|---|---|
| CP/SP101327 | N | |

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP101327

Other legal entity

**Meeting Date**

15/09/2021

**Repealed by-law No.**

**Details** NOT APPLICABLE

**Amended by-law No.**

**Details** NOT APPLICABLE

**Added by-law No.**

**Details** SPECIAL BY LAW 1

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

| | |
|---|---|
| **Executed on behalf of** | THE OWNERS - STRATA PLAN NO. SP101327 |
| **Signer Name** | DARREN CHARLES KANE |
| **Signer Organisation** | DARREN CHARLES KANE |
| **Signer Role** | PRACTITIONER CERTIFIER |
| **Execution Date** | 04/03/2022 |

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NETSTRATA

# By-Laws

**Electronic signature of me, Anita Dalag, affixed by me, on 22/02/22 at 2:40 PM Property & Stock Agent Act 2002 Licence No 867112**

## Strata Plan 101327
## 29-33A CARTER STREET LIDCOMBE

"Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 05/11/2020**

### 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 Strata Scheme. 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 Ovation Quarter Stage 1. 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 Strata Scheme and the various components of Ovation Quarter Stage 1. 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 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 components of Ovation Quarter Stage 1
(a) Ovation Quarter Stage 1 contains residential and retail components. Owners and Occupiers of Lots in the retail components will, subject to compliance with the by-laws for the relevant strata scheme and the Strata Management Statement, be entitled to use their Lots for any purpose approved by Council and other Government Agency having

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jurisdiction, which may include uses such as restaurants that may have outdoor seating areas.
(b) The hours of use of the retail lots and any associated outdoor seating areas will be as permitted by Council but subject to any limits in the strata by-laws for the relevant strata scheme and 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-Law 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
(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 30 (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

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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
(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 or your Apartment to enter Common Property or another Apartment; or
(d) obstruct the legal use of Common Property by any person; or
(e) do anything in the Strata Scheme which is illegal; or
(f) do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme.

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 Strata Scheme 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 Strata Scheme or Ovation Quarter Stage 1; and
(d) accompany your visitors at all times, except when they are entering or leaving the Strata Scheme or Ovation Quarter Stage 1.
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 licence your Apartment, you must:
(a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
(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; and
(d) include in the lease or licence provisions specifically requiring your tenant or licensee to:
(i) comply with by-law 6.26 (Occupancy limits); and
(ii) comply with by-law 6.27 (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 Strata Scheme.

## 6 Your obligations

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# Strata Plan 101327
## 29-33A CARTER STREET LIDCOMBE

6.1 Strata Management Statement
Most of your rights and obligations are explained in the 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:
(a) carry out Building Works which will affect Shared Facilities or the external appearance of Ovation Quarter Stage 1; 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 Ovation Quarter Stage 1; or
(c) install an intruder alarm with an audible signal.

6.4 When you will need consent from the Owners Corporation
Subject to the by-laws, the Strata Management Statement 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 Strata Scheme; 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 Strata Scheme; or
(d) install an intruder alarm with an audible signal; or
(e) attach or hang an aerial or wires outside your Apartment or the Strata Scheme.

6.5 Floor coverings
If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which 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 Lot which 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 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. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 6.6.

6.7 Door mats
You must not place any door mat in the Common Property corridor or other area outside the entry door to your Apartment.

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6.8 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.

6.9 Window coverings
The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or another shade of white approved by the Building Management Committee. The external window coverings must be vertical blinds, panel blinds, roller blinds or curtains only. 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 Strata Scheme. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing. You must not affix any posters, stickers, photographs, mirrors or other items to the glazing of the external windows in your Apartment without prior consent of the Owners Corporation.

6.10 Sun shades
You must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device within your Apartment. You may not install any sun shade, sun blind, awning or other sun shading device to the exterior of your Apartment.

6.11 Insect screens
If you have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building, 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.

6.12 Screen doors and security doors
You must not install screen doors or security doors or gates to any entry door to your Apartment.

6.13 Cleaning external louvre screens and windows
Subject to by-law 6.14 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

6.14 Rights of the Owners Corporation to clean external louvre screens and windows
The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Strata Scheme. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.13 (Cleaning louvre screens and windows) for the period the Owners Corporation resolves to clean the glass.

6.15 Parking on Common Property
(a) You must not stand or park vehicles on Common Property, including Common Property driveways, or any driveways in the Strata Scheme.
(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, storage and administration expenses from you as a debt.

6.16 Drying your laundry
You must not hang laundry, bedding or other articles on the Balcony of your Apartment, over balustrades or in an area that is visible from ground level Common Property or the ground level public domain.

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

6.18 Air-conditioning
You must ensure that any and all air-conditioning units or air-conditioning compressor pumps are not visible from any public place outside the Strata Scheme or from outside Ovation Quarter Stage 1.

6.19 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 facade and windows) that is accessible through your Apartment.

6.20 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.

6.21 Television antennae
You must not install a television antenna, satellite dish or other aerial to the exterior of your Apartment or on the roof of the Strata Scheme. You are able to connect your television to the central television antennae and/or satellite dishes that service the Strata Scheme.

6.22 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.

6.23 Water features
You must not paddle, wade or swim in any water feature or pond in the Building, and you must not put or pour anything into a water feature or pond, or interfere with any equipment associated with any water feature or pond.

6.24 Children
You must not permit children to play on Common Property or permit children under 12 years of age to be unsupervised by adult when they are on Common Property.

6.25 False alarms
If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Strata Scheme in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation.

6.26 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
(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

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Corporation or its delegate immediate access to you Apartment for the purpose of monitoring compliance with this by-law.

6.27 No short term letting
You must not:
(a) lease your Apartment for any lease period shorter than 3 months;
(b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
(c) use any part of your apartment for any transient or holiday accommodation use;
(d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation; and
(e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
(f) 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;
(g) 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; or
(h) advertise the conduct of any activity or the provision or any service prohibited by this by-law.

## 7 The Balcony of your Apartment

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;
(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 Facade 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 facade.

## 8 Storing and operating a barbeque

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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-law 8; and
(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; and
(d) you keep it covered when you 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
(c) any other type approved by the Owners Corporation.
Solid fuel burning barbeques 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 which interfere unreasonably with another Owner or Occupier.

**9 Keeping an animal**

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) subject to by-laws 9.4 and 9.5, one domestic cat or one small size dog that when fully grown will not exceed 15 kilograms in weight; 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 the Strata Scheme or and on request by the Owners Corporation. Any animal kept pursuant to this by-law 9.1 (a)(iv) will be the animal you may keep under by-law 9.1 (a)(iii).
(b) You must register any cat or dog that you keep with the Owners Corporation and provide a photograph and the details of any cat or dog that you keep, including the breed, colouring, age and name of the animal and evidence of vaccinations, as well as any other information that the Owners Corporation requests.
(c) You must obtain the prior consent of the Owners Corporation to keep any other animal. The Owners Corporation is not obliged to give its consent to you keeping any other animal in the Strata Scheme.

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
(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

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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 Reptiles
You must not keep any snake or other reptile in your Apartment or bring any snake or other reptile into the Building or your Apartment.

9.4 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).

9.5 Controlling your animal
Subject to by-law 9.6 ("Restraining your animal"), if you keep an animal under this by-law you must ensure that the animal does not wander onto:
(a) another Apartment; or
(b) Common Property.

9.6 Restraining your animal
If it is necessary to take your animal onto Common Property or any part of Ovation Quarter Stage 1 (eg to transport it out of Ovation Quarter Stage 1), you must restrain it (eg by pet cage or leash) and control it at all times.

9.7 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.

9.8 Cleanliness
If you keep any animal or other pet, you must:
(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) if your dog or cat or other pet does defecate or urinate on Common Property, any part or Ovation Quarter Stage 1 or the public domain outside Ovation Quarter Stage 1, you must remove any faeces and clean the soiled area;
(d) if the Owners Corporation incurs any expense cleaning up after your animal or repairing any damage caused by your animal, you must reimburse the Owners Corporation on demand;
(e) keep any pet litter tray or box clean and odour free;
(f) ensure any pet litter tray or box is not visible from Common Property or the public domain;
(g) ensure no pet related odours are at any time emitted from your Apartment (including your Balcony); and
(h) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system from your Balcony.

9.9 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 9.8 (Cleanliness);
(c) you do not comply with by-law 9.5 (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

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(f) your dog is kept pursuant to by-law 9.1 (a)(iv) and is not registered under the Companion Animals Act 1998 (NSW).

9.10 Responsibility for animal
You are responsible to other Owners and Occupiers and people using Common Property or other parts of Ovation Quarter Stage 1 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.

9.11 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,
after a warning has been given to you by the Owners Corporation.

9.12 Your visitors
You must not allow a visitor to bring an animal into the Strata Scheme or Ovation Quarter Stage 1 unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability that is registered under the Companion Animals Act 1998 (NSW) 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

10.1 Your obligations
You must not erect a sign, including a "For Sale" of "For Lease" sign, in your Apartment or on Common Property.

10.2 The Developer
(a) 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.
(b) The Developer is entitled to continue to display and maintain the marketing signage that is on the external facade of the Strata Scheme at the date of registration of the Strata Plan, and any replacement signage from time to time, until the Developer has sold all Apartments in the Strata Scheme and in Ovation Quarter Stage 1 Stage1.

## 11 Moving and delivering furniture and goods

11.1 Moving in or out
You must make arrangements with the Owners Corporation at least 48 hours before you move into or out of the Building or move large articles (eg furniture) through Common Property.

11.2 What are your obligations?
When you take deliveries or move furniture or goods through the Strata Scheme (including the delivery of stocks and goods), you must:
(a) not move furniture or large items through the entry foyer of the 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

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Corporation;
(e) comply with the reasonable requirements of the Owners Corporation about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
(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; and
(g) if required by the Owners Corporation, give 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; and
(h) repair any damage you (or the person making the delivery) cause to Common Property;
(i) if you (or the person making the delivery) 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.

11.3 Bond
If you have paid a bond in accordance with by-law 12.2(d) 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.

11.4 Rights
In addition to its powers under the Management 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.

11.5 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.

11.6 Using the Loading Dock
The Loading Dock is a Shared Facility. If you want to use the Loading Dock to move 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.

## 12 How to dispose of your garbage

12.1 Strata Management Statement
(a) The rules regulating disposal of waste are in the Strata Management Statement.
(b) The Residential Garbage Bin Holding Room is a Shared Facility for the benefit of Building 3A, Building 381 and Building 382.

12.2 Your obligations
(a) You must comply with the Strata Management Statement when you use the Residential Garbage Room. You must also comply with and any Rules made by the Building Management Committee about using the Residential

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Garbage Room.
(b) You must comply with and any Rules made by the Owners Corporation about using the Residential Garbage Room.

12.3 Your obligations
You must:
(a) comply with and any Rules made by the Owners Corporation and the Building Management Committee about using the Residential Garbage Room, the Residential Garbage Chute Rooms and the Residential Garbage Bin Holding Room; and
(b) place your household garbage in the garbage chute in the Residential 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 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 Room, as designated by the Owners Corporation for that purpose; and
(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; and
(g) leave large items of garbage or recyclable materials in the area in the Residential Garbage Room or in the Residential Garbage Bin Holding Room, 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 contactor will not remove as part of its normal garbage collection service.

12.4 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) 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.

12.5 Cleaning up spills
If you spill garbage on Common Property, you must immediately remove that garbage and clean that part of Common Property.

12.6 Maintaining the Residential Garbage Rooms
(a) The Owners Corporations must:
(i) provide in the Residential Garbage Room and the Residential Garbage Bin Holding 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, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;
(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, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room and the garbage and recycling receptacles; and
(vi) operate, maintain, repair and, where necessary replace any equipment located in the Residential Garbage

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Room, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;
(vii) transport receptacles from the Residential Garbage Rooms to the Residential Garbage Bin Holding Room prior to collection of garbage from the Building;
(viii) transport receptacles from the Residential Garbage Bin Holding Room to the garbage collection point 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;
(ix) arrange for the removal of garbage and recycling material from the Building; and
(x) arrange for the removal from the Residential Garbage Rooms and the Residential Garbage Bin Holding Room 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 Building Management Committee will perform the Owners Corporations' obligations under this clause.

12.7 Waste removal and management
(a) The Owners Corporation must comply with any conditions of the Development Approval which regulate waste management for the Strata Scheme or Ovation Quarter Stage 1.
(b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

12.8 Garbage removal contractor
(a) If Council does not remove garbage from the Building:
(i) the Owners Corporation must engage a garbage removal contractor or contractors to remove garbage from the Building; and
(ii) the Building Management Committee may perform this obligation on behalf of the Owners Corporation.
(b) 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.
(c) The Owners Corporation may enter into these agreements during the Initial Period, in which event the term of the agreements must not extend beyond the holding of the first annual general meeting of the Owners Corporation or for such other term as prescribed by law.

## 13 Carrying out Building Works

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 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 Ovation Quarter Stage 1. 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 (0bligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond) in relation to Building Works under By-Laws 13.3(b) or (c).

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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; and
(b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and
(c) find out where service lines and pipes are located; and
(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 14 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 Strata Scheme.

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:
(a) the theme of Strata Scheme;
(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 and any information requested by the Owners Corporation under by-law 13.6 (Requests for further information) (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

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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 Strata Scheme.

13.11 Bond
If you have paid a bond in accordance with by-law 14.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the 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 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.

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

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$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 Strata Scheme and for Ovation Quarter Stage 1 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.

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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.

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 Strata Scheme generally; and
(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.

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.

15.9 No interference
You must not:
(a) interfere with or stop the Building Manager performing its duties; or
(b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

15.10 Access
You must give the Building Manager reasonable access at reasonable times to your Apartment or your exclusive use area to enable the Building Manager to perform its duties.

## 16 Agreement for supply of Embedded Network Services

16.1 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 Ovation Quarter Stage 1 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 16.1(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

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payment based on metered usage or in accordance with unit entitlements.

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

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

16.4 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.

16.5 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.

16.6 What provisions must be included in an agreement?
An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:
(a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
(b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are 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.

16.7 Agreements under the Strata Management Statement

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(a) If the Building Management Committee enters into an agreement with an Embedded Network Supplier for the provision of an Embedded Network Service to the Ovation Quarter Stage 1, 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 Ovation Quarter Stage 1,
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 Ovation Quarter Stage 1 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.

16.8 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 Ovation Quarter Stage 1 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 Ovation Quarter Stage 1 consent to their personal information being provided as contemplated in this clause.

## 17 Services provided by the Owners Corporation

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

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

17.3 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.

## 18 Licences

18.1 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 ordinary resolution at a general meeting.
18.2 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
(c) The permitted uses of the licensed areas; and
(d) The maximum number of persons allowed in the licensed area; and

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(e) Insurances the licensee must effect; and
(f) Cleaning and maintaining the licensed area.

**19 Car spaces**

19.1 What are your obligations?
If you have a car space you must:
(a) give the details (make model, colour and registration number) of the car that you will usually park in your car space to the Building Manager;
(b) 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;
(c) keep your car space clean and tidy;
(d) use your car space only for lawful purposes;
(e) keep the car space free of vermin;
(f) not keep noxious or inflammable materials or liquids in the car space;
(g) not wash your car in your car space;
(h) not enclose your car space without the prior written consent of the Owners Corporation which may be given subject to conditions that you must comply with;
(i) not repair, maintain or remodel your car in your car space, other than minor repairs and maintenance; and
(j) repair and make good any damage you cause to the car space.

19.2 Over-bonnet storage boxes
(a) If your car space has a wall at the back of it, you may install an 'over-bonnet' storage box or floor mounted storage box at the back of your car space, provided:
(i) it is of a type and colour approved by the Owners Corporation;
(ii) it is securely affixed, does not protrude beyond your car space;
(iii) it is not within 500mm of the soffit above your storage box or at any lower height if it will interfere with the proper operation of fire sprinkler system, car park ventilation or with service lines above your storage box;
(iv) you keep the storage box in good order and condition;
(v) you comply with any directions or conditions made or imposed by the Owners Corporation about your storage box, including about how you install it.
(b) When you install your storage box you must not damage Common Property other than by penetrating the wall at the back of your car space to the extent necessary to insert bolts as necessary to fix the approved storage box in position.
(c) When you remove the storage box you must make good any damage to Common Property caused by the installation, use or removal of the storage box.

19.3 Electric car charging points
If you install 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 through 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 Lot.

**20 Storage spaces**

20.1 What are your obligations?
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;

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(b) if you wish to secure your storage space, provide you own lock;
(c) keep your storage space clean and tidy;
(d) use your storage space only for lawful purposes;
(e) keep the storage space free of vermin;
(f) not keep noxious or inflammable materials or liquids in the storage space;
(g) not affix shade cloth or any covering to the fence around your storage space;
(h) not stack or have items in your storage space higher than 1 metre below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
(i) repair and make good any damage you cause to the storage space.

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

## 21 Loading Dock

21.1 Shared Facility
(a) The Loading Dock is a Shared Facility.
(b) 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.

## 22 Visitor Parking Spaces

22.1 Shared Facility
(a) The Visitor Parking Spaces are a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Visitor Parking Spaces is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

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

## 23 Function Room

23.1 Shared Facility
(a) The Function Room is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Function Room is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

23.2 Your obligations

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

### 24 Library

24.1 Shared Facility
(a) The Library is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Library is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

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

### 25 Garden Area

25.1 Shared Facility
(a) The Garden Area is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Garden Area is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

25.2 Your obligations
You must comply with the Strata Management Statement when you use the Garden Area. You must also comply with and any Rules made by the Building Management Committee about using the Garden Area.

### 26 Level 13 Roof Terrace

26.1 Conditions for using the Level 13 Roof Terrace
(a) You and your visitors may use the Level 13 Roof Terrace. You must accompany your visitors when they are in the Level 13 Roof Terrace.
(b) You and your visitors may use the Level 13 Roof Terrace only between the hours of 7.00am and 10.30pm, or other hours nominated by the Owners Corporation, and on any day of the week.
(c) You and your visitors must:
(i) not do anything in the Level 13 Roof Terrace that cause a nuisance to Occupiers in the Residential Component;
(ii) not play music in the Level 13 Roof Terrace between 9.00pm and 9.00am on any day of the week;
(iii) comply with any Rules made by the Owners Corporation about the number of visitors they may bring into the Level 13 Roof 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 13 Roof Terrace; and
(v) be adequately clothed when they are in the Level 13 Roof Terrace.
(d) You must have consent from the Owners Corporation to:
(i) bring food or drink into the Level 13 Roof Terrace, However, you may bring non-alcoholic drinks in shatter proof containers into the Level 13 Roof Terrace;
(ii) hold parties or other functions in the Level 13 Roof Terrace; or
(iii) interfere, operate or adjust the settings of equipment in the Level 13 Roof Terrace.
(e) If you use the Level 13 Roof Terrace, you must:
(i) keep it clean and tidy and leave it and any equipment (including any barbeque) that you use in a clean and tidy condition;
(ii) if you use the barbeque or the kitchenette in the Level 13 Roof Terrace, keep leave the barbeque or kitchenette in a clean and tidy condition;

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(iii) use the Level 13 Roof Terrace only for lawful purposes;
(iv) comply with any Rules about the number of visitors you may bring into the Level 13 Roof Terrace at the same time;
(v) 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 13 Roof Terrace;
(vi) have due regard to the entitlement of other Owners and Occupiers to use the Level 13 Roof Terrace so that each entitled Owner or Occupier has a reasonable opportunity to use the Level 13 Roof Terraces; and
(vii) comply with any Rules made by the Owners Corporation about the use of the Level 13 Roof Terrace, including any Rules about reservations and the number of people who may be in the Level 13 Roof Terrace at the same time.
(f) You must not:
(i) bring glass objects or glass drinking glasses into the Level 13 Roof Terrace;
(ii) interfere with or adjust the settings of any equipment in the Level 13 Roof Terrace;
(iii) do anything that damages or might damage any equipment or furniture in the Level 13 Roof Terrace;
(iv) do anything in the Level 13 Roof Terrace 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;
(v) when using the Level 13 Roof Terrace, cause or generate noise that is audible from apartments in the Building;
(vi) operate any sound amplification equipment in the Level 13 Roof Terrace;
(vii) damage any furniture or other equipment or plants in the Level 13 Roof Terrace; or
(viii) leave garbage in the Level 13 Roof Terrace.
(g) You must have consent from the Owners Corporation to:
(i) hold parties or other functions (including exercise classes) in the Level 13 Roof Terrace; or
(ii) interfere, operate or adjust the settings of any equipment in the Level 13 Roof Terrace.

26.2 Booking the use of the barbeque area
(a) If you wish to use the barbeque area, you must book the use of the barbeque area through the Building Manager. The Owners Corporation may make Rules about booking and using the barbeque area.
(b) If the Owners Corporation has set a booking fee, at the time of booking you must pay the booking fee set by the Owners Corporation from time to time.
(c) If another Owner or Occupier has booked the use of the barbecue area, you may not use the barbecue area for the duration of that booking.

26.3 Booking the use of the Level 13 Roof Terrace
(a) If you wish to hold a party or function in the Level 13 Roof Terrace you must book the use of the Level 13 Roof Terrace through the Building Manager. The Owners Corporation may make Rules about booking and using the Level 13 Roof Terrace Area.
(b) If the Owners Corporation has set a booking fee, at the time of booking you must pay the booking fee set by the Owners Corporation from time to time.
(c) If another Owner or Occupier has booked the use of the Level 13 Roof Terrace, you may not use the Level 13 Roof Terrace for the duration of that booking.

26.4 Bond
As a condition of giving you consent to hold a party or function in the Level 13 Roof Terrace Area, the Owners Corporation may require you to pay a bond (as determined by the Owners Corporation) before you use the Level 13 Roof Terrace. If you have paid a bond and if there is any damage to the Level 13 Roof Terrace or the Building as a consequence of or arising from the holding of your party or function, the Owners Corporation (or the Building Manager on behalf of the Owners Corporation) 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 Owners Corporation immediately on demand. If there is no damage to the Level 13 Roof Terrace or the Building as a result of your party or function, the Owners Corporation will refund your damage bond as soon as reasonably practicable after your party or function.

26.5 Security and access

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The Owners Corporation may lock or secure the Level 13 Roof Terrace by Security Key. The Owners Corporation must give Owners and Occupiers a Security Key to the Level 13 Roof Terrace and may charge a fee for additional or replacement Security Keys.

## 27 Exclusive use of Air Conditioning Systems

27.1 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.

27.2 Air conditioning for Apartments
There is a separate Air Conditioning System for each Apartment. Parts of the Air Conditioning Systems may be Common Property.

27.3 Exclusive use rights
Each Owner of an Apartment has exclusive use of any part of their Air Conditioning System that is Common Property and exclusively services their Apartment.

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

27.5 What are your obligations?
You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System that 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 common Property part of the Air Conditioning System that exclusively services your Apartment.

27.6 Paying for air conditioning services
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) include your costs in your administrative fund or Capital Works Fund contributions; or
(b) require you to pay the anticipated costs in advance or in instalments as determined by the Owners Corporation.

## 28 Exclusive use of Intercom Units

28.1 Exclusive Use 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.

28.2 Intercom for Apartments
There is a separate Intercom Unit in each Apartment. Intercom Units are connected to the Intercom System for the Building. The Intercom System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

28.3 Exclusive use rights
To the extent that Intercom Units comprise Common Property, each Owner has exclusive use of the Intercom Unit in their Apartment.

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28.4 Interpreting this by-law
In this Exclusive Use By-Law, "you" means the Owner of an Apartment.

28.5 What are your obligations?
You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

28.6 Paying for Intercom Units
If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Intercom Unit, 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 sinking fund contributions.

## 29 Damage to Common Property

29.1 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 Strata Scheme on your behalf.

29.2 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.

## 30 Insurance premiums

30.1 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.

30.2 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.

30.3 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.

## 31 Security

31.1 What are your obligations?

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The Strata Management Statement regulates general security matters in Ovation Quarter Stage 1. You must comply with those provisions of the Strata Management Statement.

31.2 Rights and obligations of the Owners Corporation
The Owners Corporation must take reasonable steps to:
(a) stop intruders coming into the Strata Scheme; and
(b) prevent fires and other hazards.

31.3 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 Strata Scheme.

31.4 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 parts of the Strata Scheme where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
(c) allow the Building Manager and security personnel to use part of Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude you from using these parts of Common Property.

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

31.6 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.

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

### 32 Security Keys

32.1 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.

32.2 Providing Owners and Occupiers with Security Keys
(a) Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 31 (Security).
(b) The total number of Security Keys that the Owners Corporation will give you is:

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(i) for Security Keys that give access to the Building other than the car park, one for each bedroom in your Apartment; and
(ii) for Security Keys that give vehicular access to the car park, one for each of your car spaces.

32.3 Fees for additional Security Keys
(a) The Owners Corporation will charge you a fee if you require extra or replacement Security Keys.
(b) If you want additional or replacement Security Keys that give access to the Building other than the car park, you may receive a maximum of two additional Security Keys provided you pay a fee of $100 per Security Key or such other fee as determined by the Owners Corporation from time to time.
(c) If you want replacement Security Keys that give access to the car park, you may receive a replacement Security Keys provided you pay a fee of $150 for the Security Key or such other fee as determined by the Owners Corporation from time to time.
(d) You may not have additional Security Keys that give vehicular access to the car park.

32.4 Who do Security Keys belong to?
Security Keys belong to the Owners Corporation.

32.5 Managing the Security Key system
The Owners Corporation has the power to:
(a) re-code Security Keys; and
(b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded;
(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;
(d) charge you a fee for the recoding of your Security Keys; and
(e) make agreements with the Building Manager appointed by the Building Management Committee or 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.

32.6 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.

32.7 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.

32.8 Procedures if you lease your Apartment
If you lease or licence 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.

**33 Fire control**

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33.1 What are your obligations?
You may keep flammable materials in your Lot only if you:
(a) use them in connection with the lawful use of your Lot; and
(b) keep them in reasonable quantities according to the guidelines of Government Agencies.

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

33.3 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.

33.4 Restrictions about fire safety
(a) You must not:
(i) keep flammable materials on Common Property; or
(ii) interfere with fire safety equipment; or
(iii) obstruct fire stairs or fire escapes or obstruct access from lobby areas to fire stairs or fire escapes;
(iv) use corridors and foyers in the Building for the storage of any items; or
(v) keep flammable materials in your car space or storage 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) not use corridors and foyers in the Building for the storage of any items; and
(iii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times.

## 34 Notice board

34.1 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.

34.2 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.

## 35 Rules

35.1 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 Strata Scheme and, in particular, the use of Common Property.

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

35.3 What are your obligations?
You must comply with the Rules.

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35.4 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.

35.5 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.

35.6 What if a rule is inconsistent with the Community Management Statement?
If a Rule is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of the inconsistency.

**36 How are consents given?**

36.1 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.

36.2 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.

36.3 Can consent be revoked?
The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:
(a) conditions made by them when they gave you consent; or
(b) the by-law under which they gave you consent.

**37 Failure to comply with by-laws**

37.1 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 have not done properly.

37.2 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.

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

37.4 Breach of by-law 6.26 (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 37.4 (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 6.26 (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 6.26

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(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.

37.5 Breach of by-law 6.27 (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 6.27 (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- by-law 6.27 (No short term accommodation) including, without limitation, by providing:
(A) a copy of your Residential Tenancies Act 2010 lease of the Apartment;
(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 37.5(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 6.27 (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 or 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 6.27 (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.

37.6 Powers of Owners Corporation
The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

## 38 Service of documents, applications and complaints

38.1 Service of documents
If you have given the Owners Corporation an email address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that email address. A notice or document served on or delivered to you by email 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 email.

38.2 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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# Strata Plan 101327
## 29-33A CARTER STREET LIDCOMBE

### 39 Interpretation

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

Air Conditioning System include, without limitation:
(a) air handling units and equipment;
(b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Air conditioning System in an Apartment; and
(c) air conditioning condenser units.

Apartment means a lot in the Strata Scheme.

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

Building means Strata Scheme SP101327 established within Lot 2 in the Stratum Plan and known as Emerald.

Building 3A means the strata scheme established within Lot 2 in the Stratum Plan and known as Emerald.

Building 3B1 means the strata scheme established within Lot 3 in the Stratum Plan and known as Ruby.

Building 3B2 means the strata scheme established within Lot 4 in the Stratum Plan and known as Sapphire.

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

Building Management Committee means the committee established under the Strata Management Statement and the Management Act to administer the Owners Corporation and the other owners corporations and stratum lots in Ovation Quarter Stage 1.

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 Strata Scheme, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:
(f) minor fit out works inside an Apartment; and
(g) Cosmetic Work; and
(h) works which you are entitled to carry out under a Common Property Rights By-law.

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

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 Parramatta City Council.

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## Strata Plan 101327
## 29-33A CARTER STREET LIDCOMBE

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.

Developer means Australia YMCI Pty Limited ACN 607 884 711.

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

Embedded Network means a network and system in the Building or Ovation Quarter Stage 1 for the supply of Embedded Network Services to the Building and Lots in the Building and to Ovation Quarter Stage 1 generally, 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.

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;
(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.

Function Room means the function room located on ground level of Building 3B2, and includes associated plant and equipment. The Function Room is a Shared Facility.

Garden Area means the Green Walls and the external landscaped areas at ground level of the Building, and includes any planting, paving, decking, lighting, balustrades, signage and furniture, in the Garden Area. The Garden Area is a Shared Facility.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or

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entity.

Green Walls means the vertical gardens on the Common Property external walls of Ovation Quarter Stage 1, including all planting, planters, other receptacles and irrigation systems.

Initial Period has the same meaning as it does in the Management Act.

Initial Period Restrictions means the restrictions on the powers of owners corporations pursuant to section 26 of the Management Act.

Intercom System means the inter-communication system between an Apartment and entry points to the Building, and includes, without limitation:
(a) speakers, microphones, screens, cameras and keypad units at entry and other points;
(b) software and computer hardware; and
cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service an Apartment.

Intercom Unit means the unit or units within or at an Apartment that includes some or all of a speaker, microphone, screen, camera and keypad that is connected to the Intercom System.

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 13 Roof Terrace means the roof terrace area on the level 13 of Building, including all barbeque equipment, landscaping, finishes, furniture, fittings and equipment in the area.

Library means the library on ground level of Building 3B2, and includes books, furniture and equipment in the Library. The Library is a Shared Facility.

Loading Dock means the loading dock designated (B) on the Stratum Plan and located in Building 3B2 at basement level 1 and accessed from Road 5. The Loading Dock is a Shared Facility.

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

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.

Ovation Quarter Stage 1 means the land and buildings comprised in lots 2, 3, 4 and 7 in the Stratum Plan, being Building 3A, Building 3B1, Building 3B2 and the Retail/Commercial Component.

Ovation Quarter Stage 1 Residential means the residential components of Ovation Quarter Stage 1, being the improvements within Lots 2, 3 and 4 in the Stratum Plan.

Owner means:
(a) the owner for the time being of an Apartment; and
(i) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
(ii) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
(b) a mortgagee in possession of an Apartment.

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## Strata Plan 101327
## 29-33A CARTER STREET LIDCOMBE

Owners Corporation means The Owners - Strata Plan No. SP101327, being the Owners Corporation for the Building.

Residential Garbage Bin Holding Room means the garbage bin room at basement level 1 in Building 3B2 adjacent to the Loading Dock for use by the Residential Component for the storage of garbage bins prior to collection of garbage from the Building.

Residential Garbage Chute Room means the garbage waste and recycling waste chute room located on each residential level giving access to a garbage chute.

Residential Garbage Room means the garbage rooms at basement level 1 of the Building receiving garbage from the garbage chutes, including garbage bins, carousel and compactor and other equipment in or servicing that room.

Retail/Commercial Component means the component of Ovation Quarter Stage 1 within Lot 7 in the Stratum Plan.

Rules mean Rules made by the Owners Corporation according to by-law 35 (Rules).

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

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 Scheme means Strata Scheme SP101327 established within Lot 2 in the Stratum Plan, and known as Emerald.

Strata Management Statement means the strata management statement for Ovation Quarter Stage 1 registered with strata plan for Building 3A.

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.

Stratum Plan means deposited plan DP1260687.

Visitor Parking Spaces means the 84 visitor car parking spaces reserved for use by visitors of Occupiers of the Residential Lots. The Visitor Parking Spaces are located on basement level 1 in Building 3A (34 spaces), Building 3B1 (31 spaces), and Building 3B2 (19 spaces).

39.2 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 Strata Scheme; and
(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

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(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.

39.3 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.

39.4 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.

39.5 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).

39.6 Partial exercise of rights
If the Owners Corporation, Strata Committee, an Owner or an Occupier does not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

39.7 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.

## The Following are the Special By-laws registered with the scheme.

### 1 Recovery of Administrative Costs

**Registration Date: 22/02/2022**

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.
A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015

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**Electronic signature of me, Anita Dalag, affixed by me, on 22/02/22 at 2:40 PM Property & Stock Agent Act 2002 Licence No 867112**



'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners
i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

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Form: 15CH
Release: Quarry

# CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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

(A) TORRENS TITLE

For the common property
CP/SP 101327

(B) LODGED BY

| Document Collection Box | Name / Company / Address / E-mail / Customer Account Number | CODE |
|---|---|---|
| 573X | Company: Network Strata Services Pty Limited<br>Address: P O BOX 265 HURSTVILLE BC NSW 1481<br>E-mail: admin@netstrata.com.au Contact Number: 1300 638 787<br>Customer Account Number: 123421L Reference: 101327 | CH |

(C) The Owner-Strata Plan No. 101327 certify that a special resolution was passed on 15/9/2021

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 1
Amended by-law No. NOT APPLICABLE
as fully set out below :

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .

(G) The seal of The Owners-Strata Plan No. _____ was affixed on in the presence of _____ the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : **Electronic signature of me, Anita Dalag, affixed by me, on 22/02/22 at 2:40 PM**
**Property & Stock Agent Act 2002 Licence No 867112**

Name : Anita Dalag- Netstrata

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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# Approved Form 10

## Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme SP101327:

*that the initial period has expired.

*~~the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan was affixed in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015 to* attest the affixing of the seal.

Signature: ..... Electronic signature of me, Anita Dalag, affixed by me, on 22/02/22 at 2:40 PM
Property & Stock Agent Act 2002 Licence No 867112

Name: **Anita Dalag of Netstrata**

Authority:. **Appointed Managing Agent**

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**Owners Corporation Consent** Strata Scheme No 101327

Date 22 February 2022

CP/SP 101327

**Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 101327**

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 101327 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws
  Plans & diagrams

Regards

## Attestation

The seal of The Owners - Strata Plan No was affixed on in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Anita Dalag (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Anita Dalag, affixed by me, on 22/02/22 at 2:40 PM
Property & Stock Agent Act 2002 Licence No 867112

^ Insert appropriate date

**"WARNING"**

**THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED**

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**Lodger Details**

| | |
|---|---|
| Lodger Code | 508387N |
| Name | MOIRS LAW |
| Address | 280 RAILWAY PDE<br>CARLTON 2218 |
| Lodger Box | 1W |
| Email | CONSOLIDATIONS@MOIRSLAW.COM.AU |
| Reference | 230011 |

Land Registry Document Identification

AV280078

**STAMP DUTY:**

## Consolidation/Change of By-laws

**Jurisdiction** NEW SOUTH WALES

**Privacy Collection Statement**

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

| Land Title Reference | Part Land Affected? | Land Description |
|---|---|---|
| CP/SP101327 | N | |

**Owners Corporation**

THE OWNERS - STRATA PLAN NO. SP101327

Other legal entity

**Meeting Date**

17/06/2025

**Added by-law No.**

**Details** Special By-Law 11, 12, 13

**Amended by-law No.**

**Details** N/A

**Repealed by-law No.**

**Details** N/A

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

**Attachment**

**See attached** Conditions and Provisions

**See attached** Approved forms

**Execution**

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

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

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

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

| | |
|---|---|
| **Executed on behalf of** | THE OWNERS - STRATA PLAN NO. SP101327 |
| **Signer Name** | JAMES WILLIAM MOIR |
| **Signer Organisation** | MOIRS LAW PTY LTD |
| **Signer Role** | PRACTITIONER CERTIFIER |
| **Execution Date** | 28/07/2025 |

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NETSTRATA

# By-Laws

**Electronic signature of me, Andrew Tunks, affixed by me, on 25/06/25 at 2:30 PM Property & Stock Agent Act 2002 Licence No 1361054**

## Strata Plan 101327

**29-33A CARTER STREET LIDCOMBE** "Annexure A"

**The Following are the Standard By-laws registered with the scheme. Strata Plan registration Date: 05/11/2020**

### 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 Strata Scheme. 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 Ovation Quarter Stage 1. 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 Strata Scheme and the various components of Ovation Quarter Stage 1. 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 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 components of Ovation Quarter Stage 1
(a) Ovation Quarter Stage 1 contains residential and retail components. Owners and Occupiers of Lots in the retail components will, subject to compliance with the by-laws for the relevant strata scheme and the Strata Management Statement, be entitled to use their Lots for any purpose approved by Council and other Government Agency having



Strata Plan ...101327.... Common Seal

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jurisdiction, which may include uses such as restaurants that may have outdoor seating areas.
(b) The hours of use of the retail lots and any associated outdoor seating areas will be as permitted by Council but subject to any limits in the strata by-laws for the relevant strata scheme and 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-Law 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
(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 30 (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

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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
(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 or your Apartment to enter Common Property or another Apartment; or
(d) obstruct the legal use of Common Property by any person; or
(e) do anything in the Strata Scheme which is illegal; or
(f) do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme.

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 Strata Scheme 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 Strata Scheme or Ovation Quarter Stage 1; and
(d) accompany your visitors at all times, except when they are entering or leaving the Strata Scheme or Ovation Quarter Stage 1.
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 licence your Apartment, you must:
(a) provide your tenant or licensee with an up-to-date copy of the by-laws and the Strata Management Statement; and
(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; and
(d) include in the lease or licence provisions specifically requiring your tenant or licensee to:
(i) comply with by-law 6.26 (Occupancy limits); and
(ii) comply with by-law 6.27 (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 Strata Scheme.

## 6 Your obligations

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6.1 Strata Management Statement
Most of your rights and obligations are explained in the 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:
(a) carry out Building Works which will affect Shared Facilities or the external appearance of Ovation Quarter Stage 1; 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 Ovation Quarter Stage 1; or
(c) install an intruder alarm with an audible signal.

6.4 When you will need consent from the Owners Corporation
Subject to the by-laws, the Strata Management Statement 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 Strata Scheme; 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 Strata Scheme; or
(d) install an intruder alarm with an audible signal; or
(e) attach or hang an aerial or wires outside your Apartment or the Strata Scheme.

6.5 Floor coverings
If you an Owner, you must keep the floors in your Apartment covered or treated to stop the transmission of noise which 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 Lot which 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 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. The Strata Committee is empowered to perform the Owners Corporation's functions under this by-law 6.6.

6.7 Door mats
You must not place any door mat in the Common Property corridor or other area outside the entry door to your Apartment.

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6.8 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.

6.9 Window coverings
The colour of the backing of blinds, louvres, shutters, curtains or other window coverings in your Apartment must be white or another shade of white approved by the Building Management Committee. The external window coverings must be vertical blinds, panel blinds, roller blinds or curtains only. 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 Strata Scheme. The spacing between the window coverings and the window glass must comply with the window glass manufacturer's recommendations for such spacing. You must not affix any posters, stickers, photographs, mirrors or other items to the glazing of the external windows in your Apartment without prior consent of the Owners Corporation.

6.10 Sun shades
You must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device within your Apartment. You may not install any sun shade, sun blind, awning or other sun shading device to the exterior of your Apartment.

6.11 Insect screens
If you have consent from the Owners Corporation to install insect screens that are visible from outside your Lot or the Building, 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.

6.12 Screen doors and security doors
You must not install screen doors or security doors or gates to any entry door to your Apartment.

6.13 Cleaning external louvre screens and windows
Subject to by-law 6.14 (Rights of the Owners Corporation to clean external louvre screens and windows), you must clean the internal and external surfaces of louvre screens, glass in windows and doors of your Apartment (even if they are Common Property). However, you do not have to clean the louvre screens, glass in windows, balustrades or doors that you cannot access safely.

6.14 Rights of the Owners Corporation to clean external louvre screens and windows
The Owners Corporation must clean the external louvre screens that can't be safely accessed, external glass surfaces of windows and balustrades that can't be safely accessed, and doors in the Strata Scheme. If the Owners Corporation resolves to clean glass in your Apartment, you are excused from your obligations under by-law 6.13 (Cleaning louvre screens and windows) for the period the Owners Corporation resolves to clean the glass.

6.15 Parking on Common Property
(a) You must not stand or park vehicles on Common Property, including Common Property driveways, or any driveways in the Strata Scheme.
(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, storage and administration expenses from you as a debt.

6.16 Drying your laundry
You must not hang laundry, bedding or other articles on the Balcony of your Apartment, over balustrades or in an area that is visible from ground level Common Property or the ground level public domain.

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

6.18 Air-conditioning
You must ensure that any and all air-conditioning units or air-conditioning compressor pumps are not visible from any public place outside the Strata Scheme or from outside Ovation Quarter Stage 1.

6.19 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 facade and windows) that is accessible through your Apartment.

6.20 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.

6.21 Television antennae
You must not install a television antenna, satellite dish or other aerial to the exterior of your Apartment or on the roof of the Strata Scheme. You are able to connect your television to the central television antennae and/or satellite dishes that service the Strata Scheme.

6.22 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.

6.23 Water features
You must not paddle, wade or swim in any water feature or pond in the Building, and you must not put or pour anything into a water feature or pond, or interfere with any equipment associated with any water feature or pond.

6.24 Children
You must not permit children to play on Common Property or permit children under 12 years of age to be unsupervised by adult when they are on Common Property.

6.25 False alarms
If you or anyone in your Lot do anything that causes an emergency alarm to be activated and an emergency service (such as a fire fighting service) to be dispatched to the Strata Scheme in circumstances where there is no emergency, you will be responsible to reimburse the Owners Corporation on demand for any false alarm or similar fee rendered to the Owners Corporation.

6.26 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
(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

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Corporation or its delegate immediate access to you Apartment for the purpose of monitoring compliance with this by-law.

6.27 No short term letting
You must not:
(a) lease your Apartment for any lease period shorter than 3 months;
(b) grant a licence for the use of any part of your Apartment for any licence period shorter than 3 months;
(c) use any part of your apartment for any transient or holiday accommodation use;
(d) advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation; and
(e) permit an agent or the Building Manager to advertise your Apartment for use as short term, transient or holiday accommodation or arrange for it to be used as shared accommodation;
(f) 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;
(g) 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; or
(h) advertise the conduct of any activity or the provision or any service prohibited by this by-law.

## 7 The Balcony of your Apartment

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;
(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 Facade 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 facade.

## 8 Storing and operating a barbeque

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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-law 8; and
(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; and
(d) you keep it covered when you 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
(c) any other type approved by the Owners Corporation.
Solid fuel burning barbeques 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 which interfere unreasonably with another Owner or Occupier.

## 9 Keeping an animal

Standard By-Law 9 was repealed by the Owners Corporation on 16/06/2022

## 10 Erecting a sign

10.1 Your obligations
You must not erect a sign, including a "For Sale" of "For Lease" sign, in your Apartment or on Common Property.

10.2 The Developer
(a) 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.
(b) The Developer is entitled to continue to display and maintain the marketing signage that is on the external facade of the Strata Scheme at the date of registration of the Strata Plan, and any replacement signage from time to time, until the Developer has sold all Apartments in the Strata Scheme and in Ovation Quarter Stage 1 Stage1.

## 11 Moving and delivering furniture and goods

11.1 Moving in or out
You must make arrangements with the Owners Corporation at least 48 hours before you move into or out of the Building or move large articles (eg furniture) through Common Property.

11.2 What are your obligations?
When you take deliveries or move furniture or goods through the Strata Scheme (including the delivery of stocks and goods), you must:

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(a) not move furniture or large items through the entry foyer of the 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 about the time of your move and the days of the week on which you may move, which may exclude Sundays or public holidays;
(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; and
(g) if required by the Owners Corporation, give 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; and
(h) repair any damage you (or the person making the delivery) cause to Common Property;
(i) if you (or the person making the delivery) 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.

11.3 Bond
If you have paid a bond in accordance with by-law 12.2(d) 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.

11.4 Rights
In addition to its powers under the Management 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.

11.5 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.

11.6 Using the Loading Dock
The Loading Dock is a Shared Facility. If you want to use the Loading Dock to move 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.

## 12 How to dispose of your garbage

12.1 Strata Management Statement
(a) The rules regulating disposal of waste are in the Strata Management Statement.
(b) The Residential Garbage Bin Holding Room is a Shared Facility for the benefit of Building 3A, Building 381 and

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Building 382.

12.2 Your obligations
(a) You must comply with the Strata Management Statement when you use the Residential Garbage Room. You must also comply with and any Rules made by the Building Management Committee about using the Residential Garbage Room.
(b) You must comply with and any Rules made by the Owners Corporation about using the Residential Garbage Room.

12.3 Your obligations
You must:
(a) comply with and any Rules made by the Owners Corporation and the Building Management Committee about using the Residential Garbage Room, the Residential Garbage Chute Rooms and the Residential Garbage Bin Holding Room; and
(b) place your household garbage in the garbage chute in the Residential 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 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 Room, as designated by the Owners Corporation for that purpose; and
(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; and
(g) leave large items of garbage or recyclable materials in the area in the Residential Garbage Room or in the Residential Garbage Bin Holding Room, 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 contactor will not remove as part of its normal garbage collection service.

12.4 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) 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.

12.5 Cleaning up spills
If you spill garbage on Common Property, you must immediately remove that garbage and clean that part of Common Property.

12.6 Maintaining the Residential Garbage Rooms
(a) The Owners Corporations must:
(i) provide in the Residential Garbage Room and the Residential Garbage Bin Holding 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, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;

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(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, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room and the garbage and recycling receptacles; and
(vi) operate, maintain, repair and, where necessary replace any equipment located in the Residential Garbage Room, Residential Garbage Chute Rooms and Residential Garbage Bin Holding Room;
(vii) transport receptacles from the Residential Garbage Rooms to the Residential Garbage Bin Holding Room prior to collection of garbage from the Building;
(viii) transport receptacles from the Residential Garbage Bin Holding Room to the garbage collection point 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;
(ix) arrange for the removal of garbage and recycling material from the Building; and
(x) arrange for the removal from the Residential Garbage Rooms and the Residential Garbage Bin Holding Room 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 Building Management Committee will perform the Owners Corporations' obligations under this clause.

12.7 Waste removal and management
(a) The Owners Corporation must comply with any conditions of the Development Approval which regulate waste management for the Strata Scheme or Ovation Quarter Stage 1.
(b) The Building Management Committee may perform these obligations on behalf of the Owners Corporation.

12.8 Garbage removal contractor
(a) If Council does not remove garbage from the Building:
(i) the Owners Corporation must engage a garbage removal contractor or contractors to remove garbage from the Building; and
(ii) the Building Management Committee may perform this obligation on behalf of the Owners Corporation.
(b) 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.
(c) The Owners Corporation may enter into these agreements during the Initial Period, in which event the term of the agreements must not extend beyond the holding of the first annual general meeting of the Owners Corporation or for such other term as prescribed by law.

## 13 Carrying out Building Works

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 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 Ovation Quarter Stage 1. 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

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(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 (0bligations when you carry out Building Works), 13.10 (Making arrangements with the Owners Corporation) and 13.11 (Bond) in relation to Building Works under By-Laws 13.3(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; and
(b) obtain necessary consents from the Building Management Committee and under the Architectural Code; and
(c) find out where service lines and pipes are located; and
(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 14 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 Strata Scheme.

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:
(a) the theme of Strata Scheme;
(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 and any information requested by the Owners Corporation under by-law 13.6 (Requests for further information) (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

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(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 Strata Scheme.

13.11 Bond
If you have paid a bond in accordance with by-law 14.4(f) and you cause damage to the Common Property while performing your Building Work, the Owners Corporation (or the 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 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.

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

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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 Strata Scheme and for Ovation Quarter Stage 1 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

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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.

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 Strata Scheme generally; and
(j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Strata Scheme.

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.

15.9 No interference
You must not:
(a) interfere with or stop the Building Manager performing its duties; or
(b) interfere with or stop the Building Manager using Common Property that the Owners Corporation permits the Building Manager to use.

15.10 Access
You must give the Building Manager reasonable access at reasonable times to your Apartment or your exclusive use area to enable the Building Manager to perform its duties.

## 16 Agreement for supply of Embedded Network Services

16.1 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

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for Ovation Quarter Stage 1 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 16.1(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.

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

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

16.4 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.

16.5 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.

16.6 What provisions must be included in an agreement?
An agreement between the Owners Corporation (in its own right) and an Embedded Network Supplier must have provisions about:
(a) the rights of the Owners Corporation and Owners to terminate the agreement early if the Embedded Network Supplier does not properly perform its functions or comply with its obligations under the agreement; and
(b) the rights of the Embedded Network Supplier to remove any meters and other equipment that are the property

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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.

16.7 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 the Ovation Quarter Stage 1, 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 Ovation Quarter Stage 1,
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 Ovation Quarter Stage 1 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.

16.8 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 Ovation Quarter Stage 1 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 Ovation Quarter Stage 1 consent to their personal information being provided as contemplated in this clause.

## 17 Services provided by the Owners Corporation

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

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

17.3 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.

## 18 Licences

18.1 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 ordinary resolution at a general meeting.
18.2 What provisions may a licence include?
Licences the Owners Corporation grants under this By-Law may include provisions about, but need not be limited

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to:
(a) Payments under the licence; and
(b) The term of the licence; and
(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.

## 19 Car spaces

19.1 What are your obligations?
If you have a car space you must:
(a) give the details (make model, colour and registration number) of the car that you will usually park in your car space to the Building Manager;
(b) 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;
(c) keep your car space clean and tidy;
(d) use your car space only for lawful purposes;
(e) keep the car space free of vermin;
(f) not keep noxious or inflammable materials or liquids in the car space;
(g) not wash your car in your car space;
(h) not enclose your car space without the prior written consent of the Owners Corporation which may be given subject to conditions that you must comply with;
(i) not repair, maintain or remodel your car in your car space, other than minor repairs and maintenance; and
(j) repair and make good any damage you cause to the car space.

19.2 Over-bonnet storage boxes
(a) If your car space has a wall at the back of it, you may install an 'over-bonnet' storage box or floor mounted storage box at the back of your car space, provided:
(i) it is of a type and colour approved by the Owners Corporation;
(ii) it is securely affixed, does not protrude beyond your car space;
(iii) it is not within 500mm of the soffit above your storage box or at any lower height if it will interfere with the proper operation of fire sprinkler system, car park ventilation or with service lines above your storage box;
(iv) you keep the storage box in good order and condition;
(v) you comply with any directions or conditions made or imposed by the Owners Corporation about your storage box, including about how you install it.
(b) When you install your storage box you must not damage Common Property other than by penetrating the wall at the back of your car space to the extent necessary to insert bolts as necessary to fix the approved storage box in position.
(c) When you remove the storage box you must make good any damage to Common Property caused by the installation, use or removal of the storage box.

19.3 Electric car charging points
If you install 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 through 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 Lot.

## 20 Storage spaces

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20.1 What are your obligations?
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) if you wish to secure your storage space, provide you own lock;
(c) keep your storage space clean and tidy;
(d) use your storage space only for lawful purposes;
(e) keep the storage space free of vermin;
(f) not keep noxious or inflammable materials or liquids in the storage space;
(g) not affix shade cloth or any covering to the fence around your storage space;
(h) not stack or have items in your storage space higher than 1 metre below the concrete soffit above your storage space or within 500mm of any sprinkler head; and
(i) repair and make good any damage you cause to the storage space.

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

## 21 Loading Dock

21.1 Shared Facility
(a) The Loading Dock is a Shared Facility.
(b) 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.

## 22 Visitor Parking Spaces

Standard By-Law 22 was repealed by the Owners Corporation on 04/12/2024

## 23 Function Room

23.1 Shared Facility
(a) The Function Room is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Function Room is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

23.2 Your obligations
You must comply with the Strata Management Statement when you use the Function Room. You must also comply

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with and any Rules made by the Building Management Committee about using the Function Room.

**24 Library**

24.1 Shared Facility
(a) The Library is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Library is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

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

**25 Garden Area**

25.1 Shared Facility
(a) The Garden Area is a Shared Facility for the benefit of Ovation Quarter Stage 1 Residential.
(b) Use of the Garden Area is restricted to Occupiers of Ovation Quarter Stage 1 Residential.

25.2 Your obligations
You must comply with the Strata Management Statement when you use the Garden Area. You must also comply with and any Rules made by the Building Management Committee about using the Garden Area.

**26 Level 13 Roof Terrace**

26.1 Conditions for using the Level 13 Roof Terrace
(a) You and your visitors may use the Level 13 Roof Terrace. You must accompany your visitors when they are in the Level 13 Roof Terrace.
(b) You and your visitors may use the Level 13 Roof Terrace only between the hours of 7.00am and 10.30pm, or other hours nominated by the Owners Corporation, and on any day of the week.
(c) You and your visitors must:
(i) not do anything in the Level 13 Roof Terrace that cause a nuisance to Occupiers in the Residential Component;
(ii) not play music in the Level 13 Roof Terrace between 9.00pm and 9.00am on any day of the week;
(iii) comply with any Rules made by the Owners Corporation about the number of visitors they may bring into the Level 13 Roof 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 13 Roof Terrace; and
(v) be adequately clothed when they are in the Level 13 Roof Terrace.
(d) You must have consent from the Owners Corporation to:
(i) bring food or drink into the Level 13 Roof Terrace, However, you may bring non-alcoholic drinks in shatter proof containers into the Level 13 Roof Terrace;
(ii) hold parties or other functions in the Level 13 Roof Terrace; or
(iii) interfere, operate or adjust the settings of equipment in the Level 13 Roof Terrace.
(e) If you use the Level 13 Roof Terrace, you must:
(i) keep it clean and tidy and leave it and any equipment (including any barbeque) that you use in a clean and tidy condition;
(ii) if you use the barbeque or the kitchenette in the Level 13 Roof Terrace, keep leave the barbeque or kitchenette in a clean and tidy condition;
(iii) use the Level 13 Roof Terrace only for lawful purposes;

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(iv) comply with any Rules about the number of visitors you may bring into the Level 13 Roof Terrace at the same time;
(v) 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 13 Roof Terrace;
(vi) have due regard to the entitlement of other Owners and Occupiers to use the Level 13 Roof Terrace so that each entitled Owner or Occupier has a reasonable opportunity to use the Level 13 Roof Terraces; and
(vii) comply with any Rules made by the Owners Corporation about the use of the Level 13 Roof Terrace, including any Rules about reservations and the number of people who may be in the Level 13 Roof Terrace at the same time.
(f) You must not:
(i) bring glass objects or glass drinking glasses into the Level 13 Roof Terrace;
(ii) interfere with or adjust the settings of any equipment in the Level 13 Roof Terrace;
(iii) do anything that damages or might damage any equipment or furniture in the Level 13 Roof Terrace;
(iv) do anything in the Level 13 Roof Terrace 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;
(v) when using the Level 13 Roof Terrace, cause or generate noise that is audible from apartments in the Building;
(vi) operate any sound amplification equipment in the Level 13 Roof Terrace;
(vii) damage any furniture or other equipment or plants in the Level 13 Roof Terrace; or
(viii) leave garbage in the Level 13 Roof Terrace.
(g) You must have consent from the Owners Corporation to:
(i) hold parties or other functions (including exercise classes) in the Level 13 Roof Terrace; or
(ii) interfere, operate or adjust the settings of any equipment in the Level 13 Roof Terrace.

26.2 Booking the use of the barbeque area
(a) If you wish to use the barbeque area, you must book the use of the barbeque area through the Building Manager. The Owners Corporation may make Rules about booking and using the barbeque area.
(b) If the Owners Corporation has set a booking fee, at the time of booking you must pay the booking fee set by the Owners Corporation from time to time.
(c) If another Owner or Occupier has booked the use of the barbecue area, you may not use the barbecue area for the duration of that booking.

26.3 Booking the use of the Level 13 Roof Terrace
(a) If you wish to hold a party or function in the Level 13 Roof Terrace you must book the use of the Level 13 Roof Terrace through the Building Manager. The Owners Corporation may make Rules about booking and using the Level 13 Roof Terrace Area.
(b) If the Owners Corporation has set a booking fee, at the time of booking you must pay the booking fee set by the Owners Corporation from time to time.
(c) If another Owner or Occupier has booked the use of the Level 13 Roof Terrace, you may not use the Level 13 Roof Terrace for the duration of that booking.

26.4 Bond
As a condition of giving you consent to hold a party or function in the Level 13 Roof Terrace Area, the Owners Corporation may require you to pay a bond (as determined by the Owners Corporation) before you use the Level 13 Roof Terrace. If you have paid a bond and if there is any damage to the Level 13 Roof Terrace or the Building as a consequence of or arising from the holding of your party or function, the Owners Corporation (or the Building Manager on behalf of the Owners Corporation) 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 Owners Corporation immediately on demand. If there is no damage to the Level 13 Roof Terrace or the Building as a result of your party or function, the Owners Corporation will refund your damage bond as soon as reasonably practicable after your party or function.

26.5 Security and access
The Owners Corporation may lock or secure the Level 13 Roof Terrace by Security Key. The Owners Corporation

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must give Owners and Occupiers a Security Key to the Level 13 Roof Terrace and may charge a fee for additional or replacement Security Keys.

**27 Exclusive use of Air Conditioning Systems**

27.1 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.

27.2 Air conditioning for Apartments
There is a separate Air Conditioning System for each Apartment. Parts of the Air Conditioning Systems may be Common Property.

27.3 Exclusive use rights
Each Owner of an Apartment has exclusive use of any part of their Air Conditioning System that is Common Property and exclusively services their Apartment.

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

27.5 What are your obligations?
You must, at your cost operate, maintain, repair and, where necessary, replace the Air Conditioning System that 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 common Property part of the Air Conditioning System that exclusively services your Apartment.

27.6 Paying for air conditioning services
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) include your costs in your administrative fund or Capital Works Fund contributions; or
(b) require you to pay the anticipated costs in advance or in instalments as determined by the Owners Corporation.

**28 Exclusive use of Intercom Units**

28.1 Exclusive Use 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.

28.2 Intercom for Apartments
There is a separate Intercom Unit in each Apartment. Intercom Units are connected to the Intercom System for the Building. The Intercom System comprises Common Property and must be maintained, repaired and replaced by the Owners Corporation.

28.3 Exclusive use rights
To the extent that Intercom Units comprise Common Property, each Owner has exclusive use of the Intercom Unit in their Apartment.

28.4 Interpreting this by-law

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## 29-33A CARTER STREET LIDCOMBE

In this Exclusive Use By-Law, "you" means the Owner of an Apartment.

28.5 What are your obligations?
You are responsible for the cost of operating, maintaining, repairing and, where necessary, replacing the Intercom Unit in your Apartment. When doing so you must use contractors approved by the Owners Corporation. The Owners Corporation is entitled to do these things on your behalf.

28.6 Paying for Intercom Units
If the Owners Corporation incurs costs in connection with the maintenance, repair or replacement of your Intercom Unit, 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 sinking fund contributions.

### 29 Damage to Common Property

29.1 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 Strata Scheme on your behalf.

29.2 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.

### 30 Insurance premiums

30.1 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.

30.2 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.

30.3 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.

### 31 Security

31.1 What are your obligations?
The Strata Management Statement regulates general security matters in Ovation Quarter Stage 1. You must

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comply with those provisions of the Strata Management Statement.

31.2 Rights and obligations of the Owners Corporation
The Owners Corporation must take reasonable steps to:
(a) stop intruders coming into the Strata Scheme; and
(b) prevent fires and other hazards.

31.3 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 Strata Scheme.

31.4 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 parts of the Strata Scheme where you do not own or occupy an Apartment or have access to according to a Common Property Rights By-Law; and
(c) allow the Building Manager and security personnel to use part of Common Property to operate or monitor security of the Strata Scheme. The Owners Corporation may exclude you from using these parts of Common Property.

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

31.6 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.

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

## 32 Security Keys

32.1 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.

32.2 Providing Owners and Occupiers with Security Keys
(a) Subject to this by-law, the Owners Corporation may give you a Security Key if it restricts access to Common Property under by-law 31 (Security).
(b) The total number of Security Keys that the Owners Corporation will give you is:
(i) for Security Keys that give access to the Building other than the car park, one for each bedroom in your

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Apartment; and
(ii) for Security Keys that give vehicular access to the car park, one for each of your car spaces.

32.3 Fees for additional Security Keys
(a) The Owners Corporation will charge you a fee if you require extra or replacement Security Keys.
(b) If you want additional or replacement Security Keys that give access to the Building other than the car park, you may receive a maximum of two additional Security Keys provided you pay a fee of $100 per Security Key or such other fee as determined by the Owners Corporation from time to time.
(c) If you want replacement Security Keys that give access to the car park, you may receive a replacement Security Keys provided you pay a fee of $150 for the Security Key or such other fee as determined by the Owners Corporation from time to time.
(d) You may not have additional Security Keys that give vehicular access to the car park.

32.4 Who do Security Keys belong to?
Security Keys belong to the Owners Corporation.

32.5 Managing the Security Key system
The Owners Corporation has the power to:
(a) re-code Security Keys; and
(b) require you to promptly return your Security Keys to the Owners Corporation to be re-coded;
(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;
(d) charge you a fee for the recoding of your Security Keys; and
(e) make agreements with the Building Manager appointed by the Building Management Committee or 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.

32.6 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.

32.7 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.

32.8 Procedures if you lease your Apartment
If you lease or licence 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.

**33 Fire control**

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33.1 What are your obligations?
You may keep flammable materials in your Lot only if you:
(a) use them in connection with the lawful use of your Lot; and
(b) keep them in reasonable quantities according to the guidelines of Government Agencies.

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

33.3 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.

33.4 Restrictions about fire safety
(a) You must not:
(i) keep flammable materials on Common Property; or
(ii) interfere with fire safety equipment; or
(iii) obstruct fire stairs or fire escapes or obstruct access from lobby areas to fire stairs or fire escapes;
(iv) use corridors and foyers in the Building for the storage of any items; or
(v) keep flammable materials in your car space or storage 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) not use corridors and foyers in the Building for the storage of any items; and
(iii) ensure access to fire stairs or fire escapes from lobby areas is kept clear at all times.

## 34 Notice board

34.1 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.

34.2 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.

## 35 Rules

35.1 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 Strata Scheme and, in particular, the use of Common Property.

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

35.3 What are your obligations?
You must comply with the Rules.

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

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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.

35.5 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.

35.6 What if a rule is inconsistent with the Community Management Statement?
If a Rule is inconsistent with the Community Management Statement, the Community Management Statement prevails to the extent of the inconsistency.

## 36 How are consents given?

36.1 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.

36.2 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.

36.3 Can consent be revoked?
The Owners Corporation or the Strata Committee may revoke their consent if you do not comply with:
(a) conditions made by them when they gave you consent; or
(b) the by-law under which they gave you consent.

## 37 Failure to comply with by-laws

37.1 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 have not done properly.

37.2 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.

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

37.4 Breach of by-law 6.26 (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 37.4 (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 6.26 (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 6.26 (Occupancy limits), the Strata Committee or the Strata Manager, on behalf of Owners Corporation, is entitled to:

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(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.

37.5 Breach of by-law 6.27 (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 6.27 (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- by-law 6.27 (No short term accommodation) including, without limitation, by providing:
(A) a copy of your Residential Tenancies Act 2010 lease of the Apartment;
(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 37.5(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 6.27 (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 or 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 6.27 (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.

37.6 Powers of Owners Corporation
The powers of the Owners Corporation under this by-law are in addition to those that it has under the Management Act.

## 38 Service of documents, applications and complaints

38.1 Service of documents
If you have given the Owners Corporation an email address for communications with you, the Owners Corporation may serve notices and deliver documents to you at that email address. A notice or document served on or delivered to you by email 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 email.

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

## 39 Interpretation

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

Air Conditioning System include, without limitation:
(a) air handling units and equipment;
(b) cables, conduits, pipes, wires and ducts which are located in a lot or Common Property that exclusively service the Air conditioning System in an Apartment; and
(c) air conditioning condenser units.

Apartment means a lot in the Strata Scheme.

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

Building means Strata Scheme SP101327 established within Lot 2 in the Stratum Plan and known as Emerald.

Building 3A means the strata scheme established within Lot 2 in the Stratum Plan and known as Emerald.

Building 3B1 means the strata scheme established within Lot 3 in the Stratum Plan and known as Ruby.

Building 3B2 means the strata scheme established within Lot 4 in the Stratum Plan and known as Sapphire.

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

Building Management Committee means the committee established under the Strata Management Statement and the Management Act to administer the Owners Corporation and the other owners corporations and stratum lots in Ovation Quarter Stage 1.

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 Strata Scheme, whether or not they are for the exclusive use of your Apartment.

Building Works exclude:
(f) minor fit out works inside an Apartment; and
(g) Cosmetic Work; and
(h) works which you are entitled to carry out under a Common Property Rights By-law.

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

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 Parramatta City Council.

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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.

Developer means Australia YMCI Pty Limited ACN 607 884 711.

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

Embedded Network means a network and system in the Building or Ovation Quarter Stage 1 for the supply of Embedded Network Services to the Building and Lots in the Building and to Ovation Quarter Stage 1 generally, 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.

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;
(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.

Function Room means the function room located on ground level of Building 3B2, and includes associated plant and equipment. The Function Room is a Shared Facility.

Garden Area means the Green Walls and the external landscaped areas at ground level of the Building, and includes any planting, paving, decking, lighting, balustrades, signage and furniture, in the Garden Area. The Garden Area is a Shared Facility.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

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Green Walls means the vertical gardens on the Common Property external walls of Ovation Quarter Stage 1, including all planting, planters, other receptacles and irrigation systems.

Initial Period has the same meaning as it does in the Management Act.

Initial Period Restrictions means the restrictions on the powers of owners corporations pursuant to section 26 of the Management Act.

Intercom System means the inter-communication system between an Apartment and entry points to the Building, and includes, without limitation:
(a) speakers, microphones, screens, cameras and keypad units at entry and other points;
(b) software and computer hardware; and
cables, conduits, pipes, wires and ducts that are located in a lot or Common Property that exclusively service an Apartment.

Intercom Unit means the unit or units within or at an Apartment that includes some or all of a speaker, microphone, screen, camera and keypad that is connected to the Intercom System.

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 13 Roof Terrace means the roof terrace area on the level 13 of Building, including all barbeque equipment, landscaping, finishes, furniture, fittings and equipment in the area.

Library means the library on ground level of Building 3B2, and includes books, furniture and equipment in the Library. The Library is a Shared Facility.

Loading Dock means the loading dock designated (B) on the Stratum Plan and located in Building 3B2 at basement level 1 and accessed from Road 5. The Loading Dock is a Shared Facility.

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

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.

Ovation Quarter Stage 1 means the land and buildings comprised in lots 2, 3, 4 and 7 in the Stratum Plan, being Building 3A, Building 3B1, Building 3B2 and the Retail/Commercial Component.

Ovation Quarter Stage 1 Residential means the residential components of Ovation Quarter Stage 1, being the improvements within Lots 2, 3 and 4 in the Stratum Plan.

Owner means:
(a) the owner for the time being of an Apartment; and
(i) if an Apartment is subdivided or resubdivided, the owners for the time being of the new Apartments; and
(ii) for a Common Property Rights By-Law, the owner(s) of the Apartment(s) benefiting from the by-law; and
(b) a mortgagee in possession of an Apartment.

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Owners Corporation means The Owners - Strata Plan No. SP101327, being the Owners Corporation for the Building.

Residential Garbage Bin Holding Room means the garbage bin room at basement level 1 in Building 3B2 adjacent to the Loading Dock for use by the Residential Component for the storage of garbage bins prior to collection of garbage from the Building.

Residential Garbage Chute Room means the garbage waste and recycling waste chute room located on each residential level giving access to a garbage chute.

Residential Garbage Room means the garbage rooms at basement level 1 of the Building receiving garbage from the garbage chutes, including garbage bins, carousel and compactor and other equipment in or servicing that room.

Retail/Commercial Component means the component of Ovation Quarter Stage 1 within Lot 7 in the Stratum Plan.

Rules mean Rules made by the Owners Corporation according to by-law 35 (Rules).

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

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 Scheme means Strata Scheme SP101327 established within Lot 2 in the Stratum Plan, and known as Emerald.

Strata Management Statement means the strata management statement for Ovation Quarter Stage 1 registered with strata plan for Building 3A.

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.

Stratum Plan means deposited plan DP1260687.

Visitor Parking Spaces means the 84 visitor car parking spaces reserved for use by visitors of Occupiers of the Residential Lots. The Visitor Parking Spaces are located on basement level 1 in Building 3A (34 spaces), Building 3B1 (31 spaces), and Building 3B2 (19 spaces).

39.2 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 Strata Scheme; and
(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

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(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.

39.3 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.

39.4 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.

39.5 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).

39.6 Partial exercise of rights
If the Owners Corporation, Strata Committee, an Owner or an Occupier does not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

39.7 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.

## The Following are the Special By-laws registered with the scheme.

### 1 Recovery of Administrative Costs

**Registration Date: 22/02/2022**

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable administrative charges incurred by the Owners Corporation for additional management operations that have occurred due to the activities or behaviour of an owner/s or tenant/s of a lot within the scheme.
ii. Examples include, but are not limited to, additional expenses incurred for remedying By-law breaches, damaged caused to common property as a result of moving furniture, damaged caused to common property as a result of refusing to allow access to a lot, fines or call out fees imposed by the NSW Fire brigades due to false alarms, costs of removing abandoned goods.
A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:
'Administrative Cost' means the costs incurred by the Owners Corporation imposed by the Owners Corporations Agents, other authorities or increases in insurance premiums.
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, consultant, legal counsel or other personnel engaged by the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015
'Other Authorities' includes but is not limited to any government or statutory authority such as the NSW Fire

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Brigades, Local Council or Work Cover.
'Increases in Insurance Premiums' means increases in the Owners Corporations building insurance or public liability premiums
'Activities or Behaviour' includes but is not limited to, breaching the Owners Corporations By-laws, damaging common property, refusing access to the lot to allow an inspection of fire services and window locks, excessive or inordinate contact with the Owners Corporations agents which incurs a fee.

B) Rights and Obligation of Owners
i. A lot owner shall be liable to compensate the Owners Corporation for the Administrative Costs charged to the Owners Corporation by the Owners Corporations Agents, other authorities or increases in insurance premiums to the activities or behaviour of owner/s or tenants;
ii. A lot owner must take all reasonable steps to ensure that any occupier of their lot/s complies with all by-laws;
iii. This By-law applies equally to the behaviour and activities of owners and tenants (and visitors to each) and where a lot has been leased, the lot owner shall be responsible for the behaviour of their tenants;
iv. Where an administrative cost has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation that the administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation must not impose a fee or seek compensation from a lot owner unless the proposed fee has been approved by the Strata Committee or Owners Corporation;
iii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iv. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
v. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
vi. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

## 2 Moving and Delivering of Goods

**Registration Date: 12/08/2022**

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

1. Conditions
a) Prior to transporting goods on Common Property, Owners and Occupiers:
i) must give the Owners Corporation not less than 72 hours' notice of the date and time the goods will be transported,
ii) must give details to the Owners Corporation if the Owner or Occupier has engaged a removalist (name, telephone number, mobile number, address, email address and contact name),
iii) must give to the Owners Corporation evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation,
iv) must provide the Owners Corporation their contact number(s), email address and vehicle registration details.
b) Owners and Occupiers may only transport goods on Common Property at the times and in accordance with the directions of the Owners Corporation.
c) Owners and Occupiers may only transport goods in a lift if the lift has a lift protector or blanket.
d) Owners and Occupiers must ensure they and their removalist comply with all rules of the Owners Corporation in connection with transporting goods on common property.
e) Owners and Occupiers are permitted to transport goods on Common Property only between the hours of 7.00am

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to 9.00pm and subject to the terms of this By-law.
f) Owners and Occupiers must ensure neither they nor their removalists:
i) obstruct Common Property when transporting the goods, or
ii) interfere with the peaceful enjoyment of Common Property by another Owner or Occupier.
g) Owners and Occupiers must supervise their removalist in order to ensure no damage is done to the Common Property, another Lot or property vested in the Owners Corporation, by transporting goods.
h) Owners and Occupiers must at their own expense:
i) immediately rectify any damages caused to Common Property, another Lot or property vested in the Owners Corporation, by transporting goods;
ii) must remove debris or other materials left on Common Property as a result of transporting goods; and
iii) must clean any part of the Common Property which requires cleaning as a consequence of transporting goods.

2. Move-in/out Security Deposit
a) Prior to transporting goods on Common Property, if requested by the Owners Corporation, Owners and Occupiers:
i) must give a Move-in/out Security Deposit of $500.00 to the Owners Corporation to be used by the Owners Corporation in accordance with the terms of this By-law; and
ii) must give to the Owners Corporation, if the Owners Corporation reasonably determines, a non-refundable Movein/out Fee of $45.00 for the administration of this process.
b) The Owners Corporation may apply all or part of a Move-in/out Security Deposit to remedy a breach of this By-law.
c) Such an application by the Owners Corporation is without prejudice to any other right or remedy of the Owners Corporation.
d) If goods are being transported by an Owner or Occupier who is already in occupation of a Lot, then only one Movein/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
e) Provided the Owners Corporation is satisfied there has not been a breach of this By-law or if there has been a breach, that breach has been rectified, the Owners Corporation must refund the Move-in/out Security Deposit paid under this By-law (or so much of it that remains unrefunded) to the party who provided it within 7-10 business days of the Owner or Occupier completing transportation of the goods.
f) The Move-in/out Security Deposit in respect of this is By-law is $500.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
g) The Move-in/out Security Deposit must be paid by the Owner or Occupier before transporting the goods.
h) The non-refundable Move-in/out Fee in respect of this is By-law is $45.00 unless determined otherwise by the Owners Corporation, Strata Committee or Strata Managing Agent.
i) Any non-refundable Move-in/out Fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.

### 3 Recovery of Stationery Expenses

**Registration Date: 12/08/2022**

Intention
i. The intention of this By-law is to provide the Owners Corporation with a fair and equitable mechanism to recover the costs of reasonable stationery expenses incurred by the Owners Corporation for the distribution of serving notices on lot owners via post or other non-electronic means.
ii. The Owners Corporation recognise that the Strata Schemes Management Act 2015 enables the Owners Corporation to issue notices to owners and tenants via email and that this medium of communication is far more cost effective and environmentally friendly than non-electronic means.

A) Definitions
i. Terms used in this By-law which are defined in the Strata Schemes Management Act 2015 have the same meaning given to them in that Act
ii. The following terms are defined to mean:

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'Stationery Expense' means the costs incurred by the Owners Corporation for serving documents on lot owners by post or other non-electronic means;
'Administrative Fee' means an amount of $20.00 per quarter (or other such amounts that may be determined by the Owners Corporation or Strata Committee from time to time acting reasonably) commensurate with administrative costs charged to the Owners Corporation
'New Owners' mean any owner/s that purchases a lot in the scheme after the date this By-law is registered.
'Notice' means any written correspondence that is issued by the Owners Corporation by post or other nonelectronic means
'the Act' means the Strata Schemes Management Act 2015

B) Rights and Obligation of Owners
i. Where a lot owner has not provided the Owners Corporation with an email address for the service of notices as prescribed by the Act, the Owners Corporation may impose upon that lot owner an Administrative fee for reimbursement of serving documents via post or other non-electronic means.
ii. A lot owner has 6 months from the date this By-law is passed to register an email address for the service of notices before the Owners Corporation is entitled to charge an administrative fee.
iii. In the case of 'new owners', they shall have 3 months from the date the Owners Corporation is furnished with a Section 22 notice pursuant to the Act before the Owners Corporation is entitled charge an administrative fee
iv. Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners Corporation or Strata Committee that the Administrative fee be reduced or waived.
v. In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(iv) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation
i. The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
ii. The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
iii. The Owners Corporation must serve upon the owner a written notice of the contribution payable;
iv. The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
v. The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.

**4 Enforcement of By-Laws**

**Registration Date: 23/08/2023**

Compliance with By-Laws
Each Owner, Occupier and Permitted Person must, at their own expense and in a timely fashion, perform and observe the By-Laws for the scheme and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the scheme.

Enforcing a By-Law
a) The Owners Corporation may do anything in a Lot or on the Common Property that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done or, in the opinion of the Owners Corporation, has not been done properly.
b) The Owners Corporation may enforce a By-Law by legal means.
c) The Owners Corporation, Strata Committee or Strata Manager may issue notices to an Owner or Occupier informing them of a breach of the By-Laws for the scheme.
d) The Owners Corporation, Strata Committee or Strata Manager may issue a 'Notice to Comply' pursuant to Section 146 of the Act for non-compliance of the By-Laws and notices of the same.
e) The Owners Corporation, Strata Committee or Strata Manager may seek a monetary penalty pursuant to Section

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147 of the Act for a breach of a 'Notice to Comply'.
f) Unless instructed by the Strata Committee, the Owners Corporation will not be involved in a dispute between the Owners and/or Occupants of two lots.

Owners Corporation Right to Remedy Breach
Where the Owner or Occupier (or the visitor/s) of a Lot breaches a By-Law, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending Lot Owner:
a) A fee of $50 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a second time (the first notification will bear no Administrative Fee).
b) A fee of $100 for notifying in writing to, or remedying a breach of a By-Law for, the Owner or Occupier of a Lot for a third time.
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Act by issuing a notice to comply with a By-Law.

Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a debt. Where an Administrative Fee has been applied pursuant to this By-law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'Strata Manager' means the Strata Managing Agent for the Owners Corporation.
'the Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015 (and any subsequent legislation), they will have the same meaning as the terms attributed under that Act.

## 5 Lot Owner Charges

**Registration Date: 23/08/2023**

Introduction
The intent of this By-Law is to provide the Owners Corporation with a mechanism to recover the reasonable expenses incurred by the Owners Corporation when addressing administrative and other issues on behalf of individual Lot Owners.

Lot Owner Obligations & Rights
a) A Lot Owner shall be liable to compensate the Owners Corporation for the costs of any Administrative Charges incurred by the Owners Corporation as follows (but not limited to):
I. Tenant updates to the Strata Roll pursuant to Section 258 of the Act.
II. Administrative Fees imposed to arrange afterhours emergencies.
III. By-Law Breaches
IV. Fines for the late submission of the A.F.S.S.
V. Additional Inspection Fees to gain access to a Lot during the A.F.S.S. (except for the initial inspection).
VI. Security key and key fob/swipe Administration Fees
VII. Arrears Fees and Debt Collection Charges for the recovery of overdue Levies.
VIII. Levy Notice Postage Fees.

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IX. Arranging repairs and maintenance for Lot property items.
X. Animal/Pet request Application Fees, including the addition of approved animals to a pet register where applicable.
XI. Renovation request Application Fees, including the addition of the renovations to a register where applicable.
XII. Costs for defending an adjudication, tribunal or other legal application made by a Lot Owner or for the costs of Debt Recovery action initiated by the Owners Corporation or the Owners Corporation's agents.
XIII. Any other Administrative Fee deemed reasonable by the Strata Committee.
b) Any Administration Fee charged by the Owners Corporation to a Lot Owner shall be applied to the Lot as a Debt. Where an Administrative Fee has been applied pursuant to this By-Law, a Lot Owner may apply to the Owners Corporation or Strata Committee that the Administrative Fee be reduced or waived. In the event the Owners Corporation rejects a request made by a Lot Owner, all charges imposed by this By-Law shall stand.

Owners Corporation Obligations & Rights
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
a) The Owners Corporation shall have the power to recover all costs outlined above from a Lot Owner as a Debt by way of a Levy charged to the Lot.
b) The Owners Corporation must serve upon the Owner a written notice of the contribution payable.
c) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act.
d) The Owners Corporation may initiate Debt Recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act.
e) All monies recovered by the Owners Corporation shall form part of the Fund to which the relevant contribution belongs.

Definitions
The following terms are defined to mean:
'Common Property' means those elements of the building noted as Common Property on the registered Strata Plan for the scheme.
'Lot' means any Lot in the Strata Plan.
'Owner' means the Owner/s of the Lot.
'Occupier' means the Occupier of a Lot.
'Owners Corporation' means the Owners Corporation created by the registration of a Strata Plan.
'Strata Committee' means the Strata Committee elected by the Owners Corporation at any given time.
'The Act' means the Strata Schemes Management Act 2015. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
'Works' means any repair, maintenance, replacement or refurbishment undertaken at the Strata Scheme.

**6 Levying of Debt Collection Expenses**

**Registration Date: 23/08/2023**

PART 1 - Preamble
(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.
(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the strata committee that are incurred during the debt recovery process.
(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 - Definitions & Interpretation

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## 29-33A CARTER STREET LIDCOMBE

2.1 In this by-law, unless the context otherwise requires or permits:
'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.
'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of the strata committee for the pursuit of levy arrears or debt recovery against a lot owner.
'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.
'Lot' means any lot in the strata plan.
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme
'Owners Corporations Agents' means the Strata Managing Agent, Strata Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.
'Reasonable expenses of the strata committee' means expenses that may approved by the strata committee at a properly convened executive committee meeting from time to time.
'The Act' means the Strata Schemes Management Act 2015.
2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.
2.3 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
(ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
(iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
(v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
(vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal
(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

### 7 Recovery of Costs for Fire Services & Works by Owners

**Registration Date: 11/07/2024**

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the Owners Corporation to recover certain costs.

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2. Damaging Common Property and False Fire Alarms
2.1 An owner or occupier must not trigger a false fire alarm.
2.2 An owner or occupier must not carry out any works to their lot or the common property around the lot, including work that has been approved, which:
2.2.1 are in breach of, or which place the Owners Corporation's fire services in breach of any Law;
2.2.2 reasonably require in the Owners Corporation needing to engage a structural, fire safety or other engineer, or any other consultant, to assess the condition of the common property (unless the owner or occupier has already entered into a binding agreement to pay, and pays, the costs of that engagement); or
2.2.3 result in the Owners Corporation needing to carry out any work under section 106 of the SSMA.
2.3 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
2.3.1 trigger a false fire alarm; or
2.3.2 carry out any works to which clause 2.2 applies,
and:
2.3.3 must upon request provide to the Owners Corporation sufficient evidence to satisfy the Owners Corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:
3.1 if the breach is of clause 2.1 or 2.3.1, recover from the person responsible the charge issued to the Owners Corporation for that false fire alarm; and
3.2 if the breach is of clause 2.2 or 2.3.2, recover from the person responsible its reasonable costs or damages flowing from that breach, including:
3.2.1 the cost of carrying out works to the fire services to ensure they are compliant repairing the damaged common property;
3.2.2 the costs of engaging an engineer or consultant as referred to in clause 2.2;
3.2.3 the costs of carrying out any work of the type described in clause 2.2.3;
3.2.4 the Schedule B Costs in connection with clauses 3.2.1-3.2.3;
3.2.5 any legal fees of reasonably obtaining advice in connection with this by-law or any obligations in it; and
recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those debts and the expenses of recovering those debts.

4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt,
bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs payable to the Owners Corporation under clauses 3.1-3.5 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:
5.3.1 is required to attend the strata scheme; and
5.3.2 charges the Owners Corporation a fee for that attendance.
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851,

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which applies to the parcel.
5.5 Legislation means the Strata Schemes Management Act and all other related legislation.
5.6 lot means a lot in the strata scheme.
5.7 occupier means an occupier of a lot in the strata scheme.
5.8 owner means an owner of a lot in the strata scheme.
5.9 person responsible means, at the Owners Corporation's discretion:
5.9.1 the person who has breached any one or more of clauses 2.1-2.3; or
5.9.2 an owner who is in breach of clause 2.2 or 2.3 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.10 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.11 SSMA means the Strata Schemes Management Act 2015.
5.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

**8 Recovery of Tenant Related Costs**

**Registration Date: 11/07/2024**

1. Introduction
The purpose of this by-law is to assist the Owners Corporation to better manage and administer the strata scheme by requiring certain information about tenants.

2. Duties of Owners and Occupiers
2.1 Under section 258 of the SSMA, if a lot is leased, an owner must give notice of the lease to the Owners Corporation within 14 days of the commencement of the lease, and that notice must be in writing and specify:
2.1.1 The name of the Tenant;
2.1.2 The address for service of the Tenant;
2.1.3 The date of commencement of the lease; and
2.1.4 The name of any letting agent acting for the owner in respect of that lease.
2.2 In addition to the requirements in section 258(4) of the Act, the owner must provide the following information to the Owners Corporation within 14 days of commencement of the lease:
2.2.1 An Australian mobile phone number for the Tenant; and
2.2.2 An email address for the Tenant.
2.3 Each owner and occupier must make their lot available during normal business hours, as long as at least 3 business days' notice has been given to them, for fire inspections, and any other inspections required to be carried out by the Owners Corporation (and for any other purpose) under the SSMA or any other Law.
2.4 Each owner must use all reasonable endeavours to ensure that their occupiers make the lot available as set out in clause 2.3.

3. Owners Corporation's power in the event of a breach of this by-law
If an owner or occupier breaches this by-law, the Owners Corporation may:
3.1 if the breach is of clause 2.1 and/or 2.2, recover from the owner the reasonable costs issued to the Owners Corporation (including Schedule B Costs and legal costs) flowing from that breach.
3.2 if the breach is of clause 2.3 or 2.4, recover from the person responsible its reasonable costs or damages flowing from that breach, including the reasonable costs of reinspection and procuring entry to that lot, including Schedule B Costs and legal costs, and recover the reasonable expenses of recovering those debts (including but not limited to legal fees and Scheule B Costs), and the owner indemnifies the Owners Corporation in respect of those

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debts and the expenses of recovering those debts.

4. Recovery
4.1 A debt will, if not paid within a month of (Interest Start Date):
4.1.1 sending the invoice to the responsible person; or
4.1.2 otherwise notifying the responsible person of the debt,
bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
4.2 The Owners Corporation may recover all of its expenses of recovering a debt, to the extent possible on an indemnity basis.
4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. Interpretation
In this by-law:
5.1 common property means the common property for this strata scheme.
5.2 debt means any amount payable to the Owners Corporation under this by-law, any costs recoverable by the Owners Corporation under clause 3 including any administrative costs (or Schedule B Costs).
5.3 false fire alarm means setting off a fire alarm (including a false fire alarm).
5.4 Law means any Act, Regulation, code, standard or other requirement, including Australian Standard AS1851, which applies to the parcel.
5.5 lot means a lot in the strata scheme.
5.6 Tenant means a person who is a tenant or sub-tenant at a lot.
5.7 owner means an owner of a lot in the strata scheme.
5.8 person responsible means, at the Owners Corporation's discretion:
5.8.1 the person who has breached any one or more of clauses 2.1-2.4; or
5.8.2 an owner who is in breach of clause 2.3 or 2.4 by failing to use the necessary reasonable endeavours or take the reasonable steps.
5.9 Schedule B Costs means any costs which a strata managing agent is entitled to charge the Owners Corporation under Schedule B of their agency agreement, or any non-routine duties charges.
5.10 SSMA means the Strata Schemes Management Act 2015.
5.11 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
5.12 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the Owners Corporation to carry out work, this by-law will apply to the extent of that conflict.
5.13 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

**9 Absolution of Maintenance Lot Fixtures & Fittings**

**Registration Date: 11/07/2024**

PART 1 - Introduction and Intent
(a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
(b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.
(c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners

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Corporations insurance policy shall still be protected by that insurance.
(d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.
Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.
(e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 - Definitions
2.1 In this by-law, unless the context otherwise requires or permits:
(a) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
(b) Lot means any lot in the strata plan
(c) Owner means the owner of the Lot
(d) Owners Corporation means the owners corporation created by the registration of strata plan 101327
(e) Internal Area means any area within the envelope of a lot as defined by the Strata Plan
(f) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.
2.2 In this by-law, unless the context otherwise requires:
(a) the singular includes plural and vice versa;
(b) any gender includes the other genders;
(c) any terms in the by-law will have the same meaning as those defined in the Act; and
(d) references to legislation include references to amending and replacing legislation.

PART 3 - Terms and Conditions
In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas
All decorative finishes within a lot, including but not limited to;
(a) All Cornices
(b) All Skirting Boards
(c) All Architraves and Internal Door Jams
(d) Wall tiles wherever located, including kitchen, bathroom and laundries
(e) Floor Tiles wherever located, including kitchen, bathroom and laundries
(f) False Ceilings
(g) Mezzanines, Stairs and Handrails
(h) All paintwork and wall paper
(i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and Laundry Areas
All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;
(a) All taps and internal pipe work
(b) Shower screens
(c) Bathtub, including internal floor waste and drainage pipes
(d) Sinks and hand basins including internal drainage pipes,
(e) Cabinets and mirrors
(f) Toilet pan, including cistern and internal waste pipes
(g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas
All Kitchen fixtures and fittings, including but not limited to;

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(a) All taps and internal pipe work
(b) All internal waste and drainage pipes, including connection to the common stack
(c) Benchtops
(d) Sinks and insinkerators
(e) Ovens, Stoves and Cook Tops
(f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings
(a) All carpet within the lot
(b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
(c) All Floorboards, whether floating or fixed
(d) All parquetry, linoleum, vinyl and cork tiles, wherever located

3.5 Electrical Fittings & Appliances
(a) All lights and light fittings, including switches that service only one lot, including downlights and transformers that may be recessed in the ceiling
(b) All electrical sockets and wall plates
(c) Electrical main and sub-main that services only one lot, including fuses wherever located
(d) Smoke Detectors that only service one lot
(e) Alarm Systems that only service one lot
(f) Individual Garage Door Motors
(g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
(h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
(i) Ceiling Fans
(j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
(k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.6 Front Door, Balcony Doors, Windows and Garage Area
(a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
(b) Automatic door closers
(c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
(d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

**10 Minor Renovations By-Law**

**Registration Date: 11/07/2024**

1. Intention
The intention of this By-law is;
i. To delegate the function of approving Minor Works to the Strata Committee of the Owners Corporation in accordance to section 110(6)(b) of the Strata Schemes Management Act,
ii. Define what Minor Works may be approved by the committee,
iii. Provide owners with an application process to have their Minor Works approved,
iv. Provide Terms and Conditions that will apply to all Minor Works that are approved by the strata committee.

2. Definitions

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i. The terms and references used in this By-law have the same meaning as the terms and references found in the Strata Schemes Management Act 2015 (the Act) and Strata Schemes Management Regulation 2016 (the Regulations).
ii. Minor Renovations means any work to the common property in the building in connection with a lot for the following purposes;
a. Renovating a kitchen, bathroom or laundry within a lot (not including waterproofing works)
b. Renovating any other room within a lot (not including structural works)
c. Changing or installing recessed light fittings,
d. Installing or replacing wood or other hard floors,
e. Installing or replacing wiring or cabling or power or access points,
f. Work involving reconfiguring walls,
g. Installing or replacing pipes and duct work,
h. Installing a rainwater tank,
i. Installing a clothesline,
j. Installing a reverse cycle split system or ducted air-conditioning system,
k. Installing double or triple glazed windows,
l. Installing a heat pump or hot water service,
m. Installing ceiling, wall or floor insulation,
n. Installing an antenna, an aerial or satellite dish (less than 1.5M in diameter),
o. Installing a skylight, rotary roof ventilator device or exhaust fan in the roof space directly above the owners lot,
p. Installing solar panels and/or an electric battery for the purposes of providing electricity supply to the owners lot
q. Any other installation or renovation deemed a 'Minor Renovation' by the strata committee that accords with section 110 of the Act.

3. Authority to approve Minor Renovations
i. The Owners Corporation delegates to the Strata Committee under section 110(6)(b) of the Act, the authority to approve Minor Renovations as defined in this By-law to all lots within the strata scheme.
ii. Upon receiving an application for Minor Works, the secretary or Strata Managing agent must convene a meeting of the Strata Committee within the timeframes and within provisions of the Act and Regulations.
iii. The meeting may be convened and conducted by electronic means, if the Owners Corporation or Strata Committee has approved pre-meeting voting and electronic voting.
iv. In the event there is no committee elected or the committee are unable to meet within the timeframes defined by the Act, the application must be determined by the Owners Corporation at a general meeting.
v. The committee may, at its own discretion, decide that an application for Minor Renovations be determined by the Owners Corporation at a general meeting.
vi. The Strata Committee may not unreasonably withhold approval for a Minor Renovation, however where the committee does withhold approval, the owner may refer their application for Minor Renovations to Owners Corporation for determination at a general meeting.
vii. Where a general meeting is required pursuant to clause 3(vi) of this By-law, all costs associated with the production of that meeting will be borne by the owner of the lot to which the application applies, unless the application is to be determined at the next Annual General Meeting of the Owners Corporation or the strata committee agrees that the Owners Corporation will assume the expense.
viii. Pursuant to section 110 of the Act, the Strata Committee cannot approve Minor Renovations of a structural nature or renovations that require waterproofing works.

4. Application Process
An application for a Minor Renovation must be made in writing and sent to the secretary or Strata Managing Agent and be accompanied with all necessary documentation that will readily allow the strata committee to determine the application, including but not limited to;
i. The name of the applicant, contact details and lot number to which the Minor Renovations will apply,
ii. A description of the Minor Renovations proposed,
iii. All plans, specifications, drawings, expert reports or other information that will assist the committee in

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processing the application, including;
a. For works that involve the installation of timber or hard floors within a lot, details of the acoustics to be used to ensure adequate sound proofing;
b. For works that involve installing recessed lighting, a copy of the fire proofing proposed to be used,
iv. Details of how any rubbish and debris will be disposed of during the construction process,
v. The estimated duration of the work,
vi. Other information that the committee may require in order to process the application.

5. Terms and Conditions that will apply to all approvals
The following terms and conditions will apply to all Minor Renovations approved by the Strata Committee pursuant to this By-law.
i. The owners must inform the secretary or Strata Managing Agent not less than fourteen (14) days before the Minor Renovations are to commence;
ii. Anything installed as a result of the Minor Renovation shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of the lot which they service, including successors in title;
iii. the owners of any lot undertaking the Minor Renovations must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
iv. the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
v. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Minor Renovations must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
vi. the Minor Renovations must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
vii. the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Minor Renovations are to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the Minor Renovations have been completed, after notice, fails to comply with any matters set out in conditions (i) to (vii) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.

(3) The Strata Committee or Owners Corporation may impose additional terms and conditions to the granting of approval for Minor Renovations, including but not limited to;
i. The supply of a Dilapidation Report prior to the commencement of the works,
ii. The supply of additional expert reports relevant to the proposed works,
iii. Payment of a Bond before commencement of the works,
iv. Conditions surrounding noise and proposed times of work,
v. Provisions for cleaning and removal of debris,
vi. Conditions surrounding access to common property for trades, equipment and vehicles.
vii. Any other matter relevant to the application.

**11 E-Charging By-Law**

**Registration Date: 25/06/2025**

1. Introduction
The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme by setting out requirements around e-charging and e-bikes.

2. Installation of e-chargers
2.1 Any installation of an e-charger requires the approval of the owners corporation.
2.2 Any owner may install an e-charger within their lot (including the internal part of that lot or the car space or garage), subject to the terms of this by-law.

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2.3 Any electrical work for an e-charger approved for the purposes of section 110(3)(d) of the SSMA will be approved, subject to the terms of this by-law.

3. Liability
3.1 Any installation of an e-charger must be carried out in a competent and proper manner.
3.2 Any owner who installs or uses an e-charge or keeps an e-bike on any part of their lot or the common property:
(a) Must ensure that any damage caused to another lot or any part of the common property from the installation or use of the e-charger or the keeping or use of their e-bike is repaired at that owner's cost;
(b) Is liable for the reasonable cost of rectification of any damage caused to the common property or any part of another lot as a result of that installation, use or keeping; and
(c) Indemnifies the owners corporation in respect of the reasonable cost of rectification of any such damage, and
The owners corporation may recover the reasonable cost of rectifying any such damage from that owner as a debt.
3.3 Any costs of rectifying damage recoverable by the owners corporation under this by-law must be reasonable and in the event of a dispute over the extent of those costs, the court or a qualified person to whom either party refers the dispute may assess the reasonableness of those costs.

4. Lot Insurance
4.1 To the extent possible at law, it is a requirement that the owner must, prior to installing or using an e-charger or keeping or using an e-bike or e-scooter, obtain a public liability and damage insurance policy for that lot (Lot Insurance), which Lot Insurance must include cover for the risks referred to in clause 3.2(a).
4.2 To the extent an owners corporation can require an owner to effect the Lot Insurance, the owner must keep that Lot Insurance in effect whilst the e-charger remains in place and in use, and while any e-bike is kept or used within the parcel.

5. Owners Corporation Insurance
5.1 The owners corporation may notify its insurer of the installation and use of the e-charger and the keeping and use of the e-bike.
5.2 It is a condition of the installation or use of an e-charger and the keeping and use of an e-bike that if that installation or use within the parcel results in an increase in the owners corporation's insurance premium, then:
(a) The owner of that lot must pay that extra amount of the premium; and
(b) The owner consents to his or her contributions being increased to reflect that extra amount of the premium.
5.3 Whilst an Owner has Lot Insurance in place, the owners corporation will waive its rights under clause 5.2.

6. Recovery
6.1 A debt will, if not paid within a month of (Interest Start Date):
6.1.1 sending the invoice to the owner; or
6.1.2 otherwise notifying the owner of the debt, Bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
6.2 The owners corporation may recover from the owner all of its reasonable expenses of recovering a debt.
6.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

7. Interpretation
In this by-law:
7.1 common property means the common property for this strata scheme.
7.2 debt means any reasonable amount payable to or recoverable by the owners corporation under this by-law, including under clause 3.2 or 5.2, as well as any interest or reasonable recovery costs referred to in clause 4.
7.3 e-bike means any form of electronic, or chargeable, or battery-operated bicycle, scooter, skateboard or other vehicle which conveys people.
7.4 e-charger means a power point, or access point, or other mechanism for charging an e-bike.
7.5 lot means a lot in the strata scheme.
7.6 owner means an owner of a lot in the strata scheme.

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7.7 SSMA means the Strata Schemes Management Act 2015.
7.8 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
7.9 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.
7.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

**12 WH&S Policy By-Law**

**Registration Date: 25/06/2025**

1. Introduction
The purpose of this by-law is to set up and record the owners corporation's WHS Policy if an Serious Event occurs.

2. Policy
2.1 If any Owner or Occupier is aware of a Serious Event, or has constructive knowledge of a Serious Event, they must immediately report the Serious Event to:
(a) The Strata Manager; and
(b) If the owners corporation has a Building Manager, the Building Manager (as well).
2.2 Upon becoming aware of a Serious Event, the owners corporation must take the following steps (Steps), as soon as possible, or require that its Strata Manager or Building Manager take those Steps as soon as possible:
(a) Engage a consultant to carry out an immediate Risk Assessment;
(b) If there is any obvious risk or risk identified in that Risk Assessment:
(1) take the relevant common property out of service immediately, if that is recommended in the Risk Assessment, or reasonably required before receiving the Risk Assessment; and
(2) post signage, and send an email to every Owner and Occupier, to the effect that the damaged common property is not to be touched or operated until it is fully repaired or replaced or has been deemed safe by a competent person.
(c) Implement measures to keep persons away from the damaged common property, such as temporary barricades, exclusion zones and warning signs.
(d) Develop and implement a safe work method statement or safe work procedure for any altered operation of any damaged common property still able to be used;
(e) Engage a competent person to repair or replace the damaged common property as soon as possible;
2.3 The owners corporation must also do the following, until the Steps are complete:
(a) If it requires its Strata Manager or Building Manager to take those Steps, follow up that Strata Manager or Building Manager as soon and as often as the circumstances require; and
(b) If it engages a consultant or tradesperson, follow up that consultant or tradesperson as soon and as often as the circumstances require.
2.4 If the owners corporation directs or requires its Strata Manager or Building Manager to take the Steps, that Strata Manager or Building Manager must follow up any consultant, tradesperson or other person it engages as soon and as often as the circumstances require.
2.5 The owners corporation acknowledges that any work the Strata Manager or Building Manager carries out under a direction given in this by-law is likely to incur additional fees to the owners corporation, calculated in accordance with the relevant agreement in place at the time.

3. Interpretation
In this by-law:
3.1 Building Manager means any person or company appointed as the owners corporation's building manager under Part 4 of the SSMA.
3.2 common property means the common property for this strata scheme.
3.3 lot means a lot in the strata scheme.

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3.4 Occupier means any occupier of a lot.
3.5 Owner means an owner of a lot in the strata scheme.
3.6 Risk Assessment means a risk assessment addressing the risk to any person or property arising from the Serious Event, carried out by a suitably qualified consultant.
3.7 Serious Event means any event or happening, whether through someone's fault, or by accident, or through wear and tear, or by any other means, whereby common property is damaged or compromised so that:
(a) there is any foreseeable risk of collapse of any part of the building, or any structure;
(b) there is any foreseeable risk of further damage to common property or lot property as a result of that Serious Event;
(c) there is any foreseeable risk of possible injury or death to any owner, occupier or invitee (including employees);
3.8 SSMA means the Strata Schemes Management Act 2015.
3.9 Steps means the steps set out in clause 2.2.
3.10 Strata Manager means any person or company appointed as the owners corporation's strata manager under Part 4 of the SSMA.
3.11 WHS Policy means a policy under the Work Health Safety Act 2011.
3.12 Any term used in this by-law that is defined in the SSMA will have the same meaning in this by-law as it does in the Act.
3.13 If there is any conflict between this by-law and any other by-law of the strata scheme, or any approval given by the owners corporation to carry out work, this by-law will apply to the extent of that conflict.
3.14 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.

**13 Payment of Insurance Excesses**

**Registration Date: 25/06/2025**

A) Intention
The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions
i. The following terms are defined to mean:
'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;
'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;
'Lot' means any lot in the strata plan;
'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and airconditioning apparatus;
'Owner' means the owner/s of the Lot.
'Owners Corporation' means the Owners Corporation created by the registration of strata plan
'the Act' means the Strata Schemes Management Act 2015.
ii. Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses
(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance

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claim that affects only their lot property at the strata scheme;
(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal
(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation
The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;
(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;
(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;

**BL9 Keeping of Animals amended as follows:**

**Registration Date: 12/08/2022**

The Owner or Occupier of a lot may keep an animal on a lot unless the keeping of the animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property, pursuant to Clause 3 of this By-Law. Owners and Occupiers must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

1. The Keeping of Animals
The Owner or Occupier of a lot may keep:
a) goldfish or other similar fish in a fish tank or indoor aquarium;
b) canaries, budgerigars or similar birds kept indoors at all times;
c) one or two domestic cats, one or two dogs or one domestic cat and one dog with the consent of the Owners Corporation which consent must not be unreasonably withheld. All cats and dogs must be microchipped and registered with the appropriate authorities. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation; and
d) provided it is microchipped and registered under the Companion Animals Act 1998 (NSW), a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability if you or another person who lives with you needs the dog or other animal because of a visual disability, a hearing disability or any other disability. You must give evidence of such registration to the Owners Corporation before the animal is brought into the building and on request by the Owners Corporation.

2. Informing the Owners Corporation
The Owner or Occupier of a lot must register any cat or dog that you keep with the Owners Corporation and provide any details that the Owners Corporation requires, including the breed, colouring, age and name of the animal and a photograph of the animal.

3. Unreasonable Interference

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The circumstances in which the keeping of an animal unreasonably interferes with another occupant's use and enjoyment of the occupant's lot or the common property are:
a) the animal makes a noise that persistently occurs to the degree that the noise unreasonably interferes with the peace, comfort or convenience of another occupant, or
b) the animal repeatedly runs at or chases another occupant, a visitor of another occupant or an animal kept by another occupant, or
c) the animal attacks or otherwise menaces another occupant, a visitor of another occupant or an animal kept by another occupant, or
d) the animal repeatedly causes damage to the common property or another lot, or
e) the animal endangers the health of another occupant through infection or infestation, or
f) the animal causes a persistent offensive odour that penetrates another lot or the common property, or
g) for a cat kept on a lot-the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 31, or
h) for a dog kept on a lot
i. the owner of the animal fails to comply with an order that is in force under the Companion Animals Act 1998, section 32A, or
ii. the animal is declared to be a menacing dog or a dangerous dog under the Companion Animals Act 1998, section 34, or
iii. the animal is a restricted dog within the meaning of the Companion Animals Act 1998, section 55(1).

4. Controlling Animals
If the Owner or Occupier of a lot has an animal under this by-law they must ensure that the animal does not wander onto:
a) another Apartment; or
b) Common Property.
The Owner or Occupier of a lot must ensure that the animal does not make any noise that causes unreasonable disturbance or interferes with the reasonable quiet enjoyment of any other Owner or Occupier, including, without limitation, intermittent or ongoing noise that is audible in another Apartment.

5. Cleanliness
An Owner or Occupier of a lot must:
a) ensure that their pet(s) are kept in a clean and hygienic condition;
b) ensure that dogs or cats or other pets do not defecate or urinate anywhere other than in a pet litter tray or box within the lot;
c) keep any pet litter tray or box clean and odour free;
d) ensure no pet related odours are at any time emitted from the lot (including any Balconies); and
e) not allow any pet faeces, urine or hair or pet litter tray contents to enter the Building drainage system or common property.

6. Owners Corporation Right to Remedy Breach
Where the Owner or Occupier of a lot breaches this By-Law and allows an animal to unreasonably interfere with another occupant's use and enjoyment of the occupant's lot or the common property, the Owners Corporation reserve the right to apply the following administrative fees for communicating and/or remedying the breach to the offending lot owner:
a) A fee of $50 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a second time (the First notification will bear no administrative fee);
b) A fee of $100 for notifying in writing to, or remedying a breach of this By-Law for, the Owner or Occupier of a Lot for a third time; and
c) A fee of $250 for notifying the Owner or Occupier of a Lot with respect to Section 146 of the Strata Schemes Management Act 2015 by issuing a notice to comply with this By-Law.
Any administration fee charged by the Owners Corporation to a lot owner shall be applied to the lot as a debt.
Where an administrative fee has been applied pursuant to this By-law, a lot owner may apply to the Owners

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Corporation or Strata Committee that the Administrative fee be reduced or waived. In the event the Owners Corporation rejects a request made by a lot owner, all charges imposed by this By-law shall stand.

**BL22 Parking By-Law amended as follows:**

**Registration Date: 14/01/2025**

1. No Parking on Common Property by Owners and Occupiers Without Approval
An owner or occupier of a lot must not park or stand any motor or other vehicle ("vehicle") on the common property, including the visitor parking spaces, except with the prior written approval of the owners corporation.

2. No Parking on Common Property by Tenants to be Permitted by Owners Without Approval
An owner of a lot must:
(a) not allow any occupiers of the owner's lot, including the owner's lessees or tenants, to park or stand any vehicle on the common property except with the prior written approval of the owners corporation, and
(b) take all reasonable steps to ensure that any occupiers of the owner's lot, including the owner's lessees or tenants, do not park or stand any vehicle on the common property except with the prior written approval of the owners corporation.

3. No Parking on Common Property by Visitors to be Permitted by Owners or Occupiers Except in Visitor Parking Spaces
An owner or occupier of a lot must:
(a) not allow any visitors or invitees of the owner or occupier, including any tradespeople, to park or stand any vehicle on the common property except in a visitor parking space,
(b) take all reasonable steps to ensure that any visitors or invitees of the owner or occupier, including any tradespeople, do not park or stand any vehicle on the common property except in a visitor parking space.

4. Definition of a Visitor
A visitor is a person who stays in that Owner's Lot for not more than 24 hours in any one week.

5. Privately Owned Parking Spaces
Parking spaces owned privately (Lot property) must be clear of all stored items and debris, these parking spaces are solely for the parking of vehicles.

6. No Parking on Common Property by Outsiders
An owner or occupier of a lot must not allow any person who is not visiting the parcel to park or stand a vehicle on the common property, including the visitor parking spaces.

7. No Parking in Another Parking Space
An owner or occupier of a lot must not park or stand any vehicle in a parking space that is or forms part of another lot without the written approval of the owner or occupier of that parking space.

8. Breach of By-Law - No Parking Notices
(a) In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(i) give the owner or occupier in breach a notice, or place a notice on the offending vehicle, requesting the removal of the offending vehicle, advising of the terms of this by-law and the consequences of the breach ("removal notice"),
(ii) issue more than one removal notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
(iii) recover as a debt from the owner or occupier in breach of this by-law:
(A) the sum of $165.00 (including GST), or such other amount as may be determined from time to time by the strata committee ("administrative cost"), being a genuine pre-estimate of the administrative costs incurred by the

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owners corporation in issuing the removal notice, and
(B) the expenses incurred by the owners corporation recovering the administrative cost including legal costs and disbursements on an indemnity basis ("recovery costs").
(b) For the avoidance of doubt, if the owners corporation issues more than one removal notice throughout the duration of a breach of this by-law it may recover as a debt from the owner or occupier in breach of this by-law the administrative cost multiplied by the number of notices it issues.

9. Breach of By-Law - Recovery of Expenses
9.1 In the event that an owner or occupier of a lot (including a lessee or tenant) breaches this by-law, the owners corporation may:
(a) rectify the breach, and/or
(b) to the extent permitted by law, recover from the owner or occupier as a debt:
(i) the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying or attempting to rectify, restrain or prevent the breach ("breach expenses"); and
(ii) the expenses incurred by the owners corporation recovering the breach expenses including legal costs and disbursements on an indemnity basis ("recovery expenses").
(c) charge interest (at the same rate that applies to overdue contributions under section 85 of the Strata Schemes Management Act 2015) on any amounts it may recover as a debt pursuant to this by-law if any such amounts are not paid at the end of one month after they become due and payable;
9.2 For the purpose of this by-law, any administrative cost, recovery costs, breach expenses and recovery expenses become due and payable by the owner or occupier concerned at the same time as the owners corporation incurs those costs or expenses.
9.3 Nothing in this clause limits the rights of or the remedies available to the owners corporation on a breach of this by-law.

10. Mode of Recovery of Expenses, Interest, etc
In the case of an owner of a lot, the owners corporation may include reference to any administrative cost, recovery costs, breach expenses or recovery expenses for which that owner is liable on:
(a) the owner's account with the owners corporation;
(b) levy notices given to that owner; and
(c) certificates issued under section 184 of the Strata Schemes Management Act 2015 in respect of the owner's lot;
for the purpose of recovering any of those amounts from the owner as a debt.

11. Inconsistencies
To the extent that any provision in this by-law is inconsistent with any other by-law, the provision in this by-law will prevail to the extent of the inconsistency.

Strata Plan
...101327....
Common Seal

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Form: 15CH
Release: 2.3

# CONSOLIDATION/ CHANGE OF BY-LAWS

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

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

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

(A) TORRENS TITLE

For the common property
CP/SP 101327

(B) LODGED BY

| Document Collection Box | Name / Company / Address / E-mail / Customer Account Number | CODE |
|---|---|---|
| 573X | Company NETWORK STRATA SERVICES<br>Address PO BOX 265 HURSTVILLE BC NSW 1481<br>E-mail admin@netstrata.com.au Contact Number 1300 638 787<br>Customer Account Number 123421L Reference 101327 | CH |

(C) The Owner-Strata Plan No. 101327 certify that a special resolution was passed on 17/6/2025

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 11,12,13
Amended by-law No. NOT APPLICABLE
as fully set out below :

Strata Plan
...101327....
Common Seal

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A .

(G) The seal of The Owners-Strata Plan No. 101327 was affixed on 25/6/2025 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : **Electronic signature of me, Andrew Tunks, affixed by me, on 25/06/25 at 2:30 PM**
**Property & Stock Agent Act 2002 Licence No 1361054**

Name : ANDREW TUNKS - NETSTRATA

Authority : Appointed Managing Agent

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
2007

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**Owners Corporation Consent** Strata Scheme No 101327

Date 25 June 2025

CP/SP 101327

**Owners Corporation consent to the registration of Consolidation of Registered By-Laws of SP 101327**

Dear NSW LRS,

I am the person authorised for Owners Corporation SP 101327 by section 273 Strata Schemes Management Act 2015.

I Consent to the registration of the following documents that have been lodged over the Land:

- Registration of Change of By-Laws and Consolidation of Registered By-Laws.
- Approved Form Change of By-Laws, Consolidation of Registered By-laws Plans & diagrams

Regards

## Attestation

The seal of The Owners - Strata Plan No 101327 was affixed on 25/06/25 in the presence of the person authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:..... Name: Andrew Tunks (Netstrata) Authority: Appointed Strata Agent
Electronic signature of me, Andrew Tunks, affixed by me, on 25/06/2025 at 2:30 PM
Property & Stock Agent Act 2002 Licence No 1361054

Strata Plan
...101327....
Common Seal

^ Insert appropriate date

**"WARNING"**

**THIS CONSENT IS NOT A SUBSTITUTE FOR AN APPROVED FORM IF REQUIRED TO BE LODGED**

19 February 2026

**Infotrack Pty Limited**

**Reference number:** **8005031288**

**Property address:** **U 803/2 Kingfisher St Lidcombe NSW 2141**

## Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

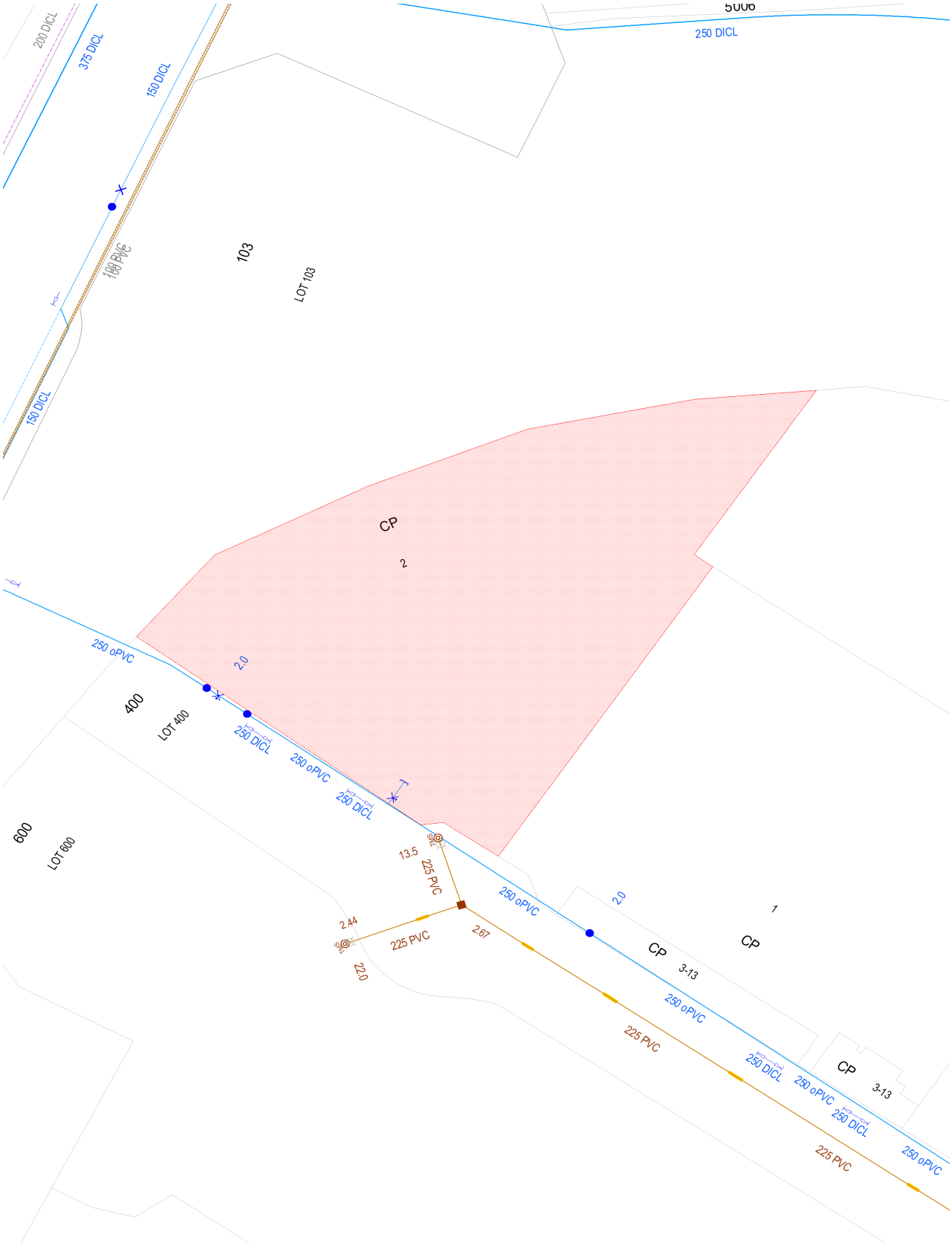
The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**

# Service Location Print

Application Number: 8005031303




Document generated at 19-02-2026 01:10:56 PM

**Disclaimer**

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

# Asset Information

## Legend

### Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VS
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

### Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

### Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

### Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

### Property Details

Boundary Line
Easement Line
House Number — 25, 6, 26, 8, 27, 10, 28, 12
Lot Number
Proposed Land
Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

### Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

### Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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## Pipe Types

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

## Further Information

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

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

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

**Disclaimer**
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**.

# PLANNING CERTIFICATE

## CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

**Certificate No:** 2026/1262

**Fee:** $70.62

**Issue Date:** 17 February 2026

**Receipt No:** 8293501

**Applicant Ref:** P2311:264647

## DESCRIPTION OF LAND

Address: 803/2 Kingfisher Street
LIDCOMBE NSW 2141

Lot Details: Lot 136 SP 101327

## SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

**Parramatta Local Environmental Plan 2023**

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

**The land is zoned: R4 High Density Residential PLEP2023**

**Zone R4 High Density Residential (Parramatta Local Environmental Plan 2023)**

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

**Zone R4 High Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for high density residential development close to open space, major transport nodes, services and employment opportunities.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if the activities will not adversely affect the amenity of the neighbourhood.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

**4 Prohibited**

Any development not specified in item 2 or 3

**SECTION B**

**State Policies and Regional Environmental Plans**

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021
State Environmental Planning Policy (SEPP) (Planning Systems) 2021

State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) (Sustainable Buildings) 2022
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Housing and Infrastructure.

**Draft Local Environmental Plan**
The land is not affected by a Draft Local Environmental Plan which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

**Development Control Plan**
The land is affected by the Parramatta Development Control Plan (DCP) 2023

The land is affected by the Carter Street Precinct Development Control Plan 2016.

**Development Contribution Plan**
The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

**Heritage Item/Heritage Conservation Area**
An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

**Road Widening**
The land is not affected by road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993.
(b) Any Environmental Planning Instrument.
(c) Any Resolution of Council.

**Land Reservation Acquisition**
The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

**Site Compatibility Certificate** (Affordable Rental Housing)
At the date of issue of this certificate Council is not aware of any
a. Site compatibility certificate (affordable rental housing),
in respect to the land.

**Contamination**
Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

*Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?*
**NO**

*Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?*
**NO**

*Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?*
**NO**

*Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?*
**NO**

*Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?*
**YES**

The land **is affected** by the matters contained in Clause 59(2) (e) as amended in the Contaminated Land Management Act 1997 – as listed.

Council has been furnished with a site audit statement by a site auditor in relation to this site and advises:

(e) that the land to which the certificate relates is the subject of a site audit statement

**Tree Preservation**
The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

**Coastal Protection**
Has the owner (or any previous owner) of the land been 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)?
**NO**

**Council Policy**
Land is affected by relevant acid sulphate soil classes 1 to 5 (high to low probability of acid sulphate soils being present) under Parramatta Local Environmental Plan 2023. To determine the relevant acid sulphate soils class for the land, the applicant should refer to Council's Acid Sulphate Soils Map - Parramatta Local Environmental Plan 2023 which is available on the New South Wales legislation website at www.legislation.nsw.gov.au.

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Councils website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

Council has been notified that the Department of Planning has adopted the New South Wales Coastal Planning Guideline: Adapting to Sea Level Rise (August 2010). The guideline can be viewed at www.planning.nsw.gov.au.

The applicant should also refer to projected sea level rise low, medium and high scenario maps on
http://www.ozcoasts.org.au/climate/Map_images/Sydney/mapLevel2.jsp for further information.

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

***Please note: this is a statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.***

**Mine Subsidence**
The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

**Bushfire Land**
The land is not bushfire prone land.

**Threatened Species**
The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

**Biodiversity certified land**
The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**Note.** *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

**Biodiversity stewardship sites**
The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

**Property vegetation plans**
Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

**Paper Subdivision information**
The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

**Note:** Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

**Western Sydney Aerotropolis**
Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

(a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
(b) is not shown on the Lighting Intensity and Wind Shear Map,
(c) is not shown on the Obstacle Limitation Surface Map,
(d) is not in the “public safety area” on the Public Safety Area Map,
(e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

**Loose-Fill Asbestos Register**
Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

**Affected Building Notices and Building Product Rectification Orders**
Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

**Note**: ***affected building notice*** has the same meaning as in the *Building Products (Safety) Act 2017.* ***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017.*

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

### Exempt Development Codes

*Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

*Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)*
The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

**It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.**

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### Complying Development Codes

**Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979**

*Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

*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*

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

**It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.**

**Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code**

Complying Development pursuant to the Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- All of the land is identified on an Acid Sulphate Soils Map as being Class 1 or Class 2,
  (Land Exemption Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

**Industrial and Business Buildings Code**

Complying Development pursuant to Industrial and Business Buildings Code **may not** be carried out on the land or part of the land. The land is affected by specific land exemptions under **Clause 1.17A or Clause 1.18 (1) (c3) or Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. The land exemptions are:

- All of the land is identified on an Acid Sulphate Soils Map as being Class 1 or Class 2,
  (Land Exemption Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008)

**Housing Alterations Code; General Development Code; Industrial and Business Alterations Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code**

Complying Development pursuant to the Housing Alterations Code, General Development Code, Industrial and Business Alterations Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code **may** be

carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Flood related development controls – 9(2) - *probable maximum flood***
The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

*'**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.*
***Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.'*

**SPECIAL NOTES**
The land is identified as Class 2 on the Acid Sulfate Soils map. Refer to Clause 6.1 of Parramatta Local Environmental Plan 2023.

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

**The following additional information is issued under Section 10.7(5)**
The following information is provided pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

**Draft Planning Control Options for All-Electric Buildings outside the Parramatta City Centre - Parramatta Development Control Plan (DCP) 2023.**
Council is exhibiting options to amend the Parramatta Development Control Plan (DCP) 2023 to include proposed all-electric building controls for future development. The proposed amendments would apply to future developments outside of the Parramatta City Centre.

Further information can be found at https://participate.cityofparramatta.nsw.gov.au/all-electric-buildings or by contacting Council.

**Draft A'Becketts Creek Flood Study (Draft Flood Study)**
Between 9 December 2025 and 6 February 2026, Council is exhibiting the Draft A'Becketts Creek Flood Study.

Further information about the Draft A'Becketts Creek Flood Study can be found at https://participate.cityofparramatta.nsw.gov.au/abecketts or by contacting Council

**Draft Parramatta River Flood Study (Draft Flood Study)**
Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at https://participate.cityofparramatta.nsw.gov.au/flood-study or by contacting Council.

**Note: Advisory Information Regarding Proximity to the Sydney Olympic Park Precinct**
The land is within proximity to the Sydney Olympic Park precinct. The nature and scale of facilities within that precinct, and events that it supports, may affect the use and enjoyment of the land as a result of operating hours, noise, lighting, traffic and measures associated with event management. The Sydney Olympic Park precinct also includes a liquid waste treatment plant which operates 24 hours a day except Sundays when operating hours are 7am until 4pm.

**Explanation of Intended Effect – Cultural State Environmental Planning Policy**
Explanation of Intended Effect (EIE) – Cultural State Environmental Planning Policy (November 2024) may be applicable. The EIE proposes changes to the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy, and also proposes changes to food trucks in residential zones; and changes to allow bicycle rails and bicycle lockers as exempt development.

Please see Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP) | Planning Portal - Department of Planning and Environment for more information.

**Note: Advisory Information regarding Combustible Cladding**
External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to https://www.claddingregistration.nsw.gov.au/ or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

**Note: Advisory Information regarding Loose-Fill asbestos Insulation**
Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

George Bounassif
Acting Chief Executive Officer

**per**



**dated** 17 February 2026