

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Oxford Real Estate Agency 40 Flinders Street, Darlinghurst, NSW 2010	Phone: 0404 089 362 Ref: Matt Marano
co-agent		
vendor	Jan Frederik Pieter Jacobus Van Deventer and Troy Scott Filson 207/17 Danks Street, Waterloo, NSW 2017	
vendor's solicitor	Robert Green Legal Level 8, 65 York Street, Sydney NSW 2000	Phone: (02) 8076 6014 Email: robert@robertgreenlegal.com.au Ref: RG:2023040
date for completion land (address, plan details and title reference)	42nd day after the contract date 207/17 Danks Street, Waterloo, New South Wales 2017 Registered Plan: Lot 16 Plan SP 91436 Folio Identifier 16/SP91436	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: built in fridge, wine fridge, SMEG Clothes Washer/Dryer combination unit, over car bonnet storage unit x 1
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

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

Pexa

Manual transaction (clause 30) NO yes

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

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

Margin scheme will be used in making the taxable supply

 NO yes

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

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

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

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input checked="" type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Jamesons Strata Management
 PO Box 547, Surry Hills NSW 2010 Phone: 8089 3400

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **207/17 Danks Street, Waterloo**, from **Jan Frederik Pieter Jacobus Van Deventer and Troy Scott Filson** to

("the Purchaser") in order that there is no cooling off period in relation to that contract;
3. I do not act for **Jan Frederik Pieter Jacobus Van Deventer and Troy Scott Filson** and am not employed in the legal practice of a solicitor acting for **Jan Frederik Pieter Jacobus Van Deventer and Troy Scott Filson** nor am I a member or employee of a firm of which a solicitor acting for **Jan Frederik Pieter Jacobus Van Deventer and Troy Scott Filson** is a member or employee; and
4. I have explained to the Purchaser:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

CONDITIONS OF SALE BY AUCTION

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

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 *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:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller 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 seller.
 - (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 seller.
 - (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.
 - (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 (1), 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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. 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 (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 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.

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

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

5 Requisitions

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do 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.

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.

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

207/17 DANKS ST, WATERLOO 2017

ADDITIONAL CONDITIONS

If there is any inconsistency between the Printed Conditions and these Additional Conditions, these Additional Conditions prevail.

33. Printed Contract

The Printed Conditions are amended as follows:-

- 33.1 at the end of clause 2.9 add the words “if this contract is completed, and otherwise to the party entitled to the deposit”.
- 33.2 in clause 7.1.1 delete “5% of the price” and replace with “2.5% of the price”;
- 33.3 in clause 10.1.9 the word “substance” is replaced with the word “existence”;
- 33.4 a new clause 10.4 is inserted as follows:

“10.4 For the purposes of this contract, the Vendor discloses all the matters and materials appearing in the documents, copies of which are attached to this contract whether or not specified on page 4 of the contract under the heading ‘LIST OF DOCUMENTS’.”;
- 33.5 in clause 18.7 add the words “subject to clause 19.2” before the word “if”; and
- 33.6 clause 19.2.3 is deleted.

34. Severability

Unenforceability of a provision of this Contract does not affect the enforceability of any other provision.

35. Exclusion of warranties

- 35.1 The Purchaser warrants that unless stated otherwise in this Contract, it has not entered into this Contract in reliance of any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of:
 - 35.1.1 the Property;
 - 35.1.2 the neighbourhood in which the Property is located;
 - 35.1.3 the state of repair of the Property and improvements;
 - 35.1.4 the suitability of the Property and improvements for any use;
 - 35.1.5 any rights and privileges relating to the Property; or

35.1.6 any financial return or income to be derived from the Property;

35.1.7 the matter which has or may have an effect on the Property.

35.2 The Purchaser further warrants it has relied entirely on enquiries relating to an inspection of the Property made by or on behalf of the Purchaser and that it has sought independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.

36. Entire agreement

This agreement is the entire agreement between the parties in respect of its subject matter.

37. Deposit and interest

Simultaneously with paying the deposit the Purchaser shall advise the Vendor's Agent of the Purchaser's tax file number, if any. Should no tax file number be provided by the Purchaser, any income tax deducted from the interest which accrues on the deposit on account of such failure shall be deducted from the proportion of interest otherwise payable to the Purchaser hereunder.

38. Manual transaction

38.1 Clause 4.2.1 is amended to read as follows:

“the party serving the notice pursuant to clause 4.1.2 shall on completion allow the sum of \$440.00 to the other party and otherwise each party shall bear their own costs.”

38.2 Clause 4.2.2 is deleted.

38.3 if completion is delayed beyond the Date for Completion specified on the front page of this contract due to the service of a Manual Transaction Notice:

- (a) The party serving the Manual Transaction Notice may not issue a notice to complete before the later of the Date for Completion or 14 days after service of the Manual Transaction Notice; and
- (b) The party who has received a manual transaction notice may issue a notice if settlement has not taken place by the Date for Completion other than due to that party's default, provided that such notice to complete shall expire prior to the later of to meet provider that does not expire prior to the later of the date for completion 14 days after service of the Manual Transaction Notice the Date for Completion or 14 days after service of the Manual Transaction Notice.

38.4 Clause 14.2.2 is amended by adding to the end “Upon receipt of such confirmation the Purchaser shall populate pexa with the settlement adjustments.”

39. Disclosure

The Purchaser agrees that, for the purpose of this Contract all matters disclosed and described in this Contract or are referred to in an attachment are specifically disclosed and clearly described, and the Purchaser further agrees that it will not make any objection, requisition or claim for compensation or rescind or terminate this Contract or delay completion because of any of these matters.

40. Completion date

40.1 For the purposes of Clause 15, if either party does not complete this Contract on or before the Date for Completion specified or referred to on the front page of this contract (“Date for Completion”) then the other party shall be entitled to make time of the essence of this Contract by serving upon the other party a Notice to Complete the Contract requiring completion within fourteen (14) days from the date of service of such Notice.

40.2 If completion does not take place by the Date for Completion due solely to the Purchaser's fault:

- (a) the Purchaser shall pay interest on the balance of purchase monies to the Vendor on completion at the rate of 10% per annum (calculated on a daily basis) on the said balance from the Date of Completion up to and including the actual date of completion, without prejudice to the Vendor's rights under clause 9 to exercise the vendor's rights and remedies therein mentioned for its other rights to damages by virtue of the default of the purchaser hereunder; and
- (b) the Date of Completion noted on the front page of this contract shall be the adjustment date.

Interest is payable under this clause notwithstanding the service by the Purchaser of a notice pursuant to clause 4.1.2.

40.3 Where a notice to complete is served on the Purchaser by or on behalf of the Vendor under this clause, it is an essential term that on actual completion of this contract the Purchaser must pay to the Vendor the sum of \$440.00 (being a genuine pre-estimate of the damages payable for breach of this contract which gave rise to the service of the notice) to reimburse the vendor for the additional legal costs and disbursements incurred by the Vendor in connection with the preparation and service of each notice. Nothing in this clause is intended to limit or restrict the Vendor's rights under clause 9 to exercise the vendor's rights and remedies therein mentioned for its other rights to damages by virtue of the default of the purchaser hereunder, it being acknowledged that the damages the subject of the pre-estimation in this clause are solely those in connection with the issuing of a notice to complete.

41. Purchaser's acknowledgment

The Purchaser acknowledges that:-

- 41.1 the Purchaser is purchasing the property as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent; and
- 41.2 the Vendor has not nor has anyone on the Vendor's behalf made any warranty or representation in respect thereof.

42. Selling agent

The Purchaser warrants that except for the Vendor's agent or agents referred to in this Contract he has not been introduced to the Property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This condition shall not merge on completion.

43. Existing services

- 43.1 The Purchaser shall take title subject to existing water sewerage drainage gas electricity and other installations and services and shall not make any objection requisition or claim for compensation in respect thereof on the ground that any connection passes through any other property or that any connection to any other property passes through the Land.
- 43.2 Should any water or sewerage main or any underground or surface stormwater pipe pass through over or under (or should any sewer manhole or vent be on) the Land, the Purchaser shall not make any objection thereto or make any requisition or claim any compensation in respect thereof.

44. Non merger

The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

45. Death, Liquidation etc

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

- (a) being a corporation resolves to go into liquidation, has a petition for its winding up presented or enters into any scheme of arrangement for creditors under the provisions of the Corporations Law or if any liquidator, provisional liquidator, receiver, receiver and manager or voluntary administrator is appointed in respect of either party (the "defaulting party"); or
- (b) being natural person(s) dies or becomes mentally ill, (the "defaulting party");

then the other party may rescind this Contract by notice in writing to the defaulting party or his solicitor and if the defaulting party is not otherwise in default under this Contract the provisions of standard condition 19 shall apply.

46. Adjustments

Should any adjustment under this contract to be incorrectly calculated or omitted on completion, the parties agree to rectify such miscalculation and to reimburse each other as appropriate following completion. This clause shall not merge on completion.

47. Requisitions on title

The purchaser shall use the form of requisition on title annexed hereto which are deemed to have been served on exchange of contracts. This shall not prevent the purchaser from raising additional specific requisitions on title.

48. Guarantee if Corporate Purchaser

Upon the Vendor having agreed to enter into this Contract with the Purchaser at the request of persons who have signed this contract as guarantors (“Guarantors”), the Guarantors:

- (a) HEREBY GUARANTEE the payment by the Purchaser to the Vendor of all moneys including damages to be paid by the Purchaser pursuant to the Contract at the times and in the manner therein provided and the observance and performance by the Purchaser of the terms and conditions therein contained or implied and on the part of the Purchaser to be observed and performed;
- (b) AS a separate and severable covenant agree to indemnify the Vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the Vendor may suffer or incur by reason of the failure or default of the Purchaser to pay all moneys to be paid by it pursuant to the said Contract at the times and in terms conditions and covenants therein contained or implied and on the part of the Purchaser to be observed and performed;
- (c) DECLARE that this guarantee the indemnity and the covenant hereby given shall be a continuing guarantee indemnity and covenant and that our liability thereunder shall not be affected or discharged by any indulgence or extension of time granted by the Vendor to the said Purchaser or of any variation of the terms and conditions of the Contract; and
- (d) DECLARE that this guarantee and indemnity and the covenants hereby given shall be joint and several.

.....
Signature of guarantor

.....
Signature of guarantor

Name:

Name:

Address:

Address:

.....
Signature of witness

.....
Signature of witness

49. Payment of Deposit

49.1 At the option of the Vendor, the deposit payable by the purchaser pursuant to clause 2 of this contract shall be paid either on the date hereof or as follows:

- (a) as to 50% of the deposit on the date hereof; and
- (b) as to the remaining 50% of the deposit on the earlier of:
 - (i) on completion of this contract; or
 - (ii) if the purchaser defaults in the observance or performance of any obligation under this contract which is or has become essential, on the date of the default by the purchaser.

If this clause applies, notwithstanding anything else in this contract, on completion all interest earned on the deposit will be paid to the vendor.

49.2 Notwithstanding any other provision of this contract, if a cooling-off period applies then at the option of the Vendor the deposit payable by the purchaser pursuant to clause 2 of this contract may be paid as follows:

- (b) as to 0.25% of the purchase price, on the date hereof; and
- (b) as to the remaining balance of the deposit of 10% of the purchase price, prior to expiration of the cooling off period.

50. Alterations

Each party authorises his, her or their Solicitor named on the front page of this Contract or any employee of that Solicitor up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution of this Contract until the date of this Contract and any such alterations shall be binding upon any party deemed hereby to have authorised the same and any such annexure so added shall form part of this Contract as if it were annexed prior to the Contract being executed.

51. Exhibited documents to the contract

51.1 The Vendor and the Purchaser expressly agree that the following registered dealings had been exhibited to each party prior to the entering into of this contract and expressly agree that they are deemed to be incorporated and attached to this contract for the purposes of section 52A of the Conveyancing Act 1919 and clause 4 of the Conveyancing (Sale of Land) Regulations 2017:

- (a) Dealing AK972351;
- (b) Dealing AK972352
- (c) Dealing AK971502; and
- (d) Dealing AK971571.



FOLIO: 16/SP91436

SEARCH DATE	TIME	EDITION NO	DATE
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12/4/2023	3:33 PM	5	14/1/2022

LAND

LOT 16 IN STRATA PLAN 91436
AT WATERLOO
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

JAN FREDERIK PIETER JACOBUS VAN DEVENTER
TROY SCOTT FILSON
AS JOINT TENANTS (T AP206813)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91436
- 2 SP91436 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (1) IN S.88B INSTRUMENT
- 3 SP91436 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN S.88B INSTRUMENT
- 4 AR800597 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2023040

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Received: 12/04/2023 15:33:34



FOLIO: CP/SP91436

SEARCH DATE	TIME	EDITION NO	DATE
12/4/2023	3:33 PM	2	8/3/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91436
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WATERLOO
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP91436

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91436
ADDRESS FOR SERVICE OF DOCUMENTS:
17-19 DANKS STREET
WATERLOO, NSW 2017

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
 - 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1186942
 - 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP91436
 - 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP91436
 - 5 AI74586 POSITIVE COVENANT
 - 6 AI74587 RESTRICTION(S) ON THE USE OF LAND
 - 7 AJ671659 LEASE TO AUSGRID OF THE PREMISES SHOWN DESIGNATED (E) RESERVING AN EASEMENT FOR ELECTRICITY WORKS SHOWN DESIGNATED (E) IN PLAN WITH AJ671659. EXPIRES: 30/5/2065.
- AK971351 LEASE OF LEASE AJ671659 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
- AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
- AK971571 CHANGE OF NAME AFFECTING LEASE AJ671659 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 8 DP1186942 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 9 DP1186942 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1186942 EASEMENT FOR FIRE EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 11 DP1186942 EASEMENT FOR FIRE EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1186942 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 13 DP1186942 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1186942 EASEMENT TO ACCESS SHARED FACILITIES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 15 DP1186942 EASEMENT TO ACCESS SHARED FACILITIES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1186942 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1186942 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 18 DP1186942 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 19 DP1186942 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 20 DP1186942 EASEMENT FOR USE AND ACCESS LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1186942 RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 AM213214 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5000)

STRATA PLAN 91436

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 140	2	- 99	3	- 86	4	- 86
5	- 131	6	- 119	7	- 124	8	- 152

END OF PAGE 2 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP91436

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 5000) (CONTINUED)

STRATA PLAN 91436

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 119	10	- 52	11	- 119	12	- 124
13	- 152	14	- 119	15	- 52	16	- 140
17	- 138	18	- 97	19	- 98	20	- 139
21	- 144	22	- 118	23	- 89	24	- 75
25	- 91	26	- 126	27	- 52	28	- 145
29	- 138	30	- 92	31	- 92	32	- 135
33	- 144	34	- 118	35	- 75	36	- 75
37	- 93	38	- 117	39	- 52	40	- 194
41	- 170	42	- 176	43	- 203		

NOTATIONS

UNREGISTERED DEALINGS: NIL

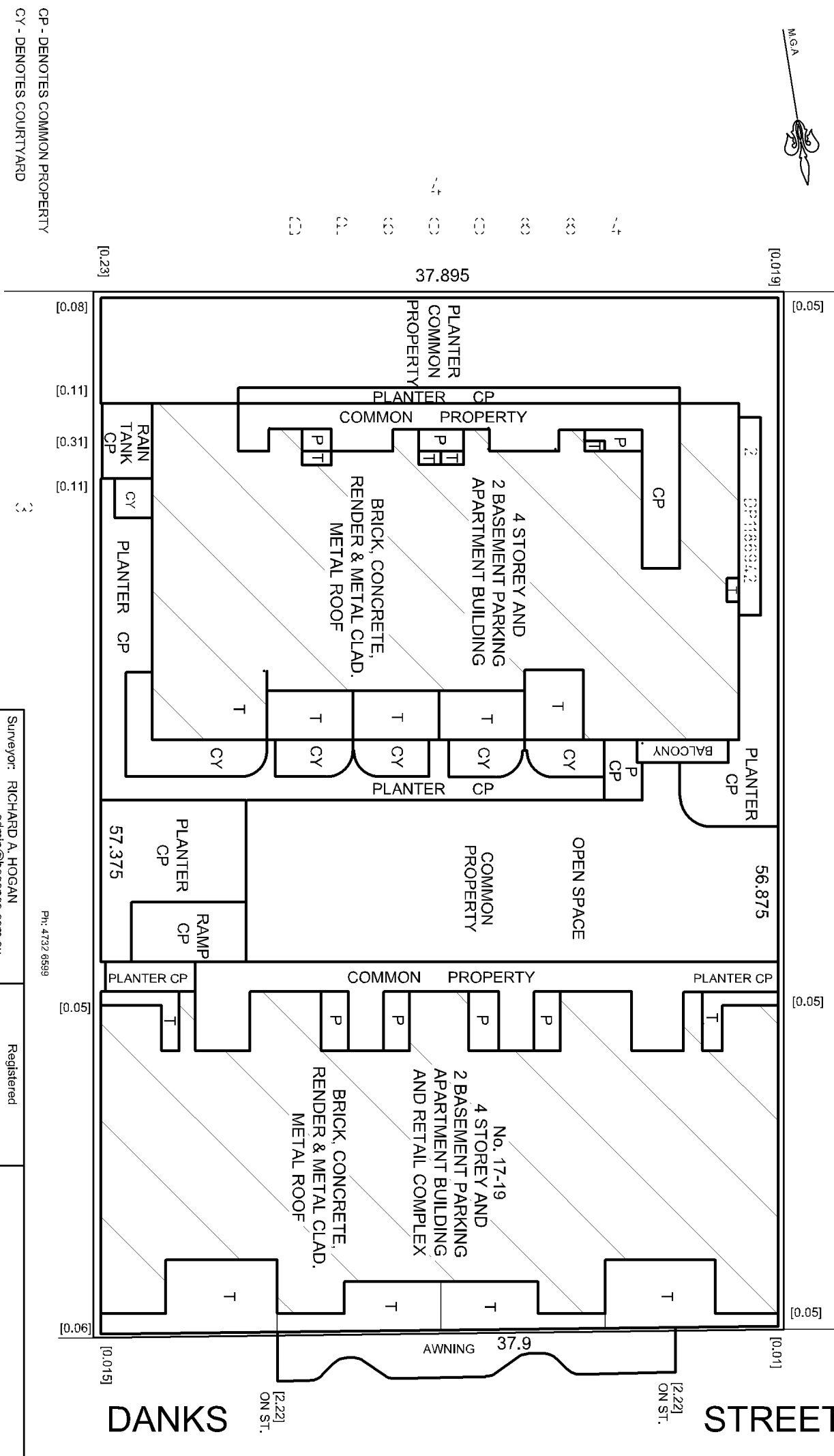
*** END OF SEARCH ***

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LOCATION PLAN - OVERALL



- CP - DENOTES COMMON PROPERTY
- CY - DENOTES COURTYARD
- P - DENOTES PLANTER BOX
- T - DENOTES TERRACE

Surveyor: RICHARD A. HOGAN
 admin@hoganco.com.au
 Surveyor's Ref: 13404 SP RES
 Subdivision No: SC2385
 Lengths are in metres. Reduction Ratio 1:200

Registered
 15.9.2015

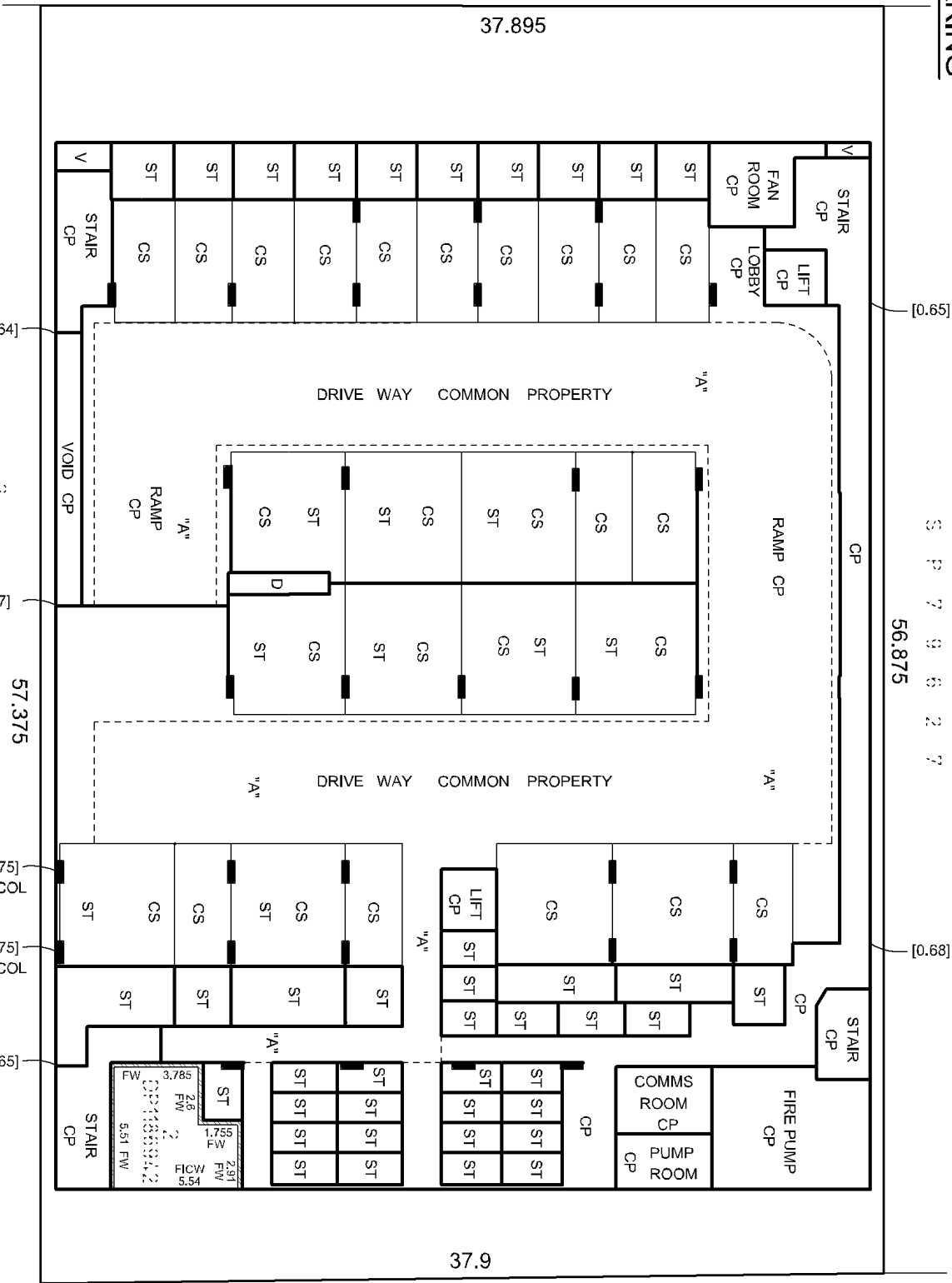
SP 91436

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BASEMENT LEVEL 2 - PARKING



- CP - DENOTES COMMON PROPERTY
- D - DENOTES SERVICE DUCT (COMMON PROPERTY)
- ST - DENOTES STORAGE CAGE
- V - DENOTES VOID
- CS - DENOTES CAR PARKING SPACE



"A" - EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1186942)

THE SUBJECT LOT IS AFFECTED BY THE FOLLOWING WHOLE OF LOT EASEMENTS

1. EASEMENT FOR SUPPORT AND SHELTER (DP1186942)
2. EASEMENT FOR FIRE EGRESS (DP1186942)
3. EASEMENT FOR SERVICES (DP1186942)
4. EASEMENT TO ACCESS SHARED FACILITIES (DP1186942)

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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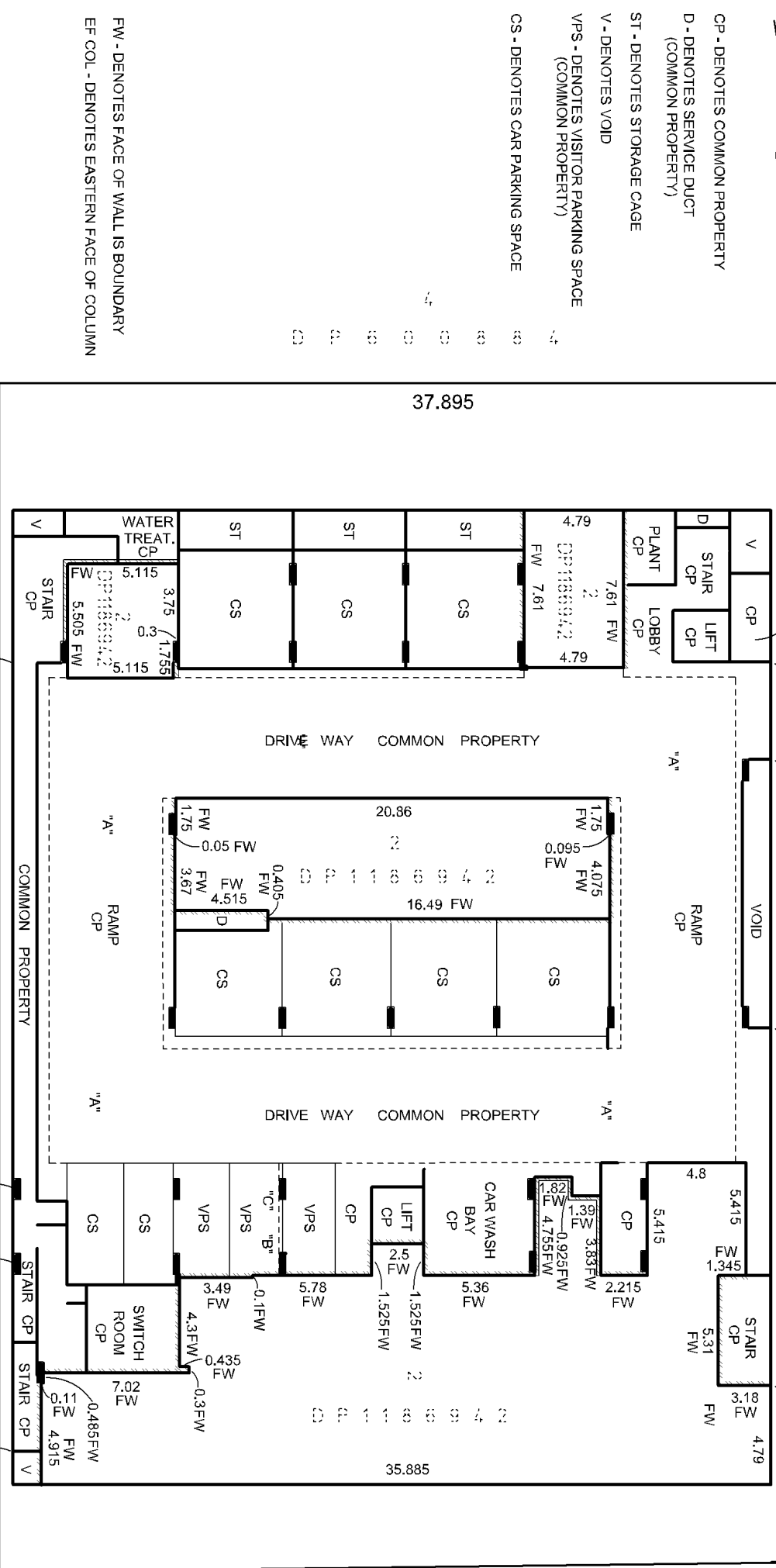
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 15.9.2015

SP 91436

DANKS

STREET

LOCATION PLAN - BASEMENT 1



CP - DENOTES COMMON PROPERTY
 D - DENOTES SERVICE DUCT (COMMON PROPERTY)
 ST - DENOTES STORAGE CAGE
 V - DENOTES VOID
 VPS - DENOTES VISITOR PARKING SPACE (COMMON PROPERTY)
 CS - DENOTES CAR PARKING SPACE

FW - DENOTES FACE OF WALL IS BOUNDARY
 EF COL - DENOTES EASTERN FACE OF COLUMN

"A" - EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1186942)
 "B" - RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP1186942)
 "C" - EASEMENT FOR USE AND ACCESS LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (DP1186942)

THE SUBJECT LOT IS AFFECTED BY THE FOLLOWING WHOLE OF LOT EASEMENTS

- EASEMENT FOR SUPPORT AND SHELTER (DP1186942)
- EASEMENT FOR FIRE EGRESS (DP1186942)
- EASEMENT FOR SERVICES (DP1186942)
- EASEMENT TO ACCESS SHARED FACILITIES (DP1186942)

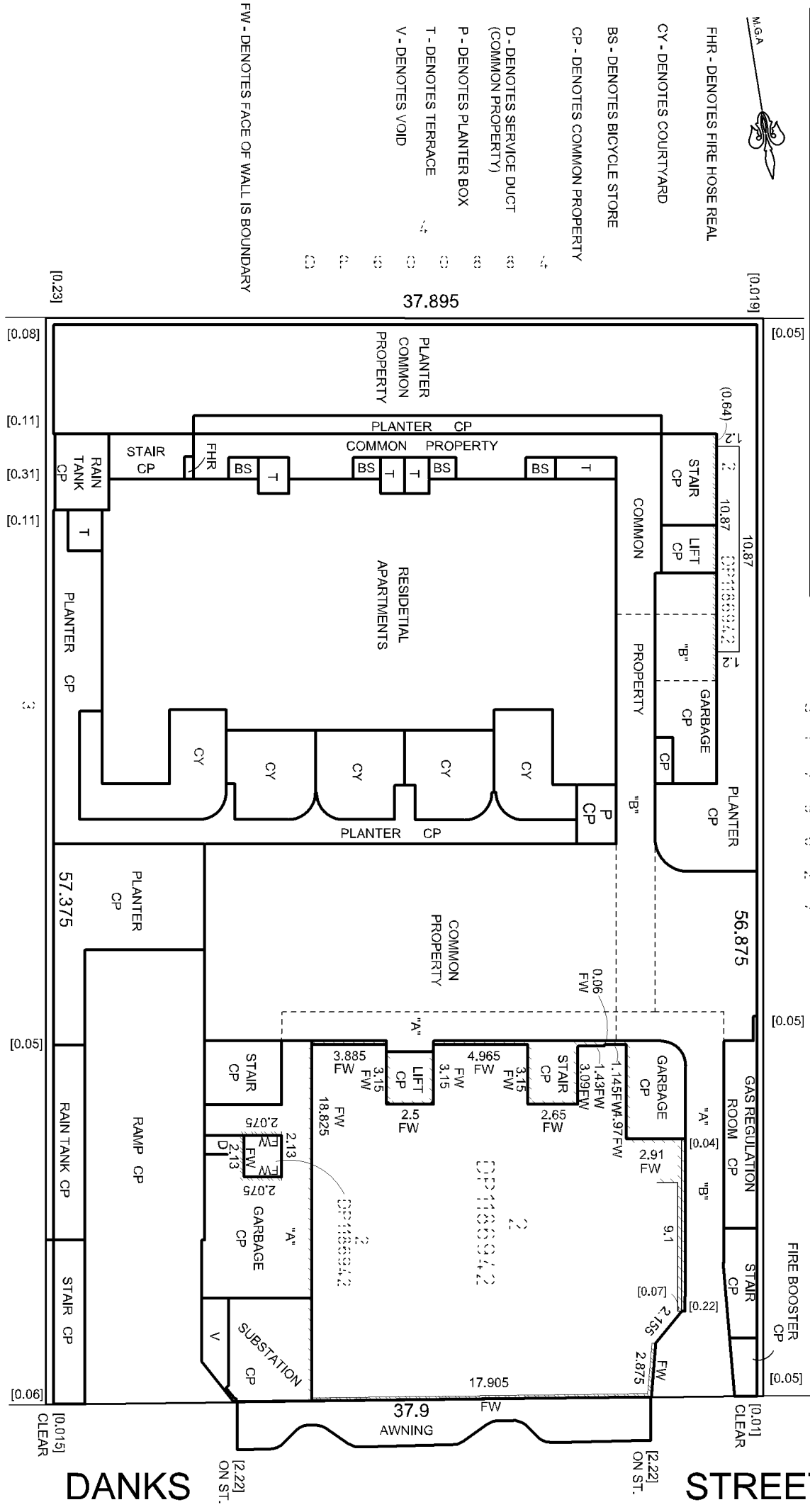
10 20 30 40 50 60 100 110 120 130 140 150 Table of mm

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LOCATION PLAN - GROUND FLOOR & LEVEL 1



- M.G.A
- FHR - DENOTES FIRE HOSE REAL
- CY - DENOTES COURTYARD
- BS - DENOTES BICYCLE STORE
- CP - DENOTES COMMON PROPERTY
- D - DENOTES SERVICE DUCT (COMMON PROPERTY)
- P - DENOTES PLANTER BOX
- T - DENOTES TERRACE
- V - DENOTES VOID
- FW - DENOTES FACE OF WALL IS BOUNDARY

THE SUBJECT LOT IS AFFECTED BY THE FOLLOWING WHOLE OF LOT EASEMENTS

1. EASEMENT FOR SUPPORT AND SHELTER (DP1186942)
 2. EASEMENT FOR FIRE EGRESS (DP1186942)
 3. EASEMENT FOR SERVICES (DP1186942)
 4. EASEMENT TO ACCESS SHARED FACILITIES (DP1186942)
- "A" - EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (DP1186942)
 "B" - RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (DP1186942)

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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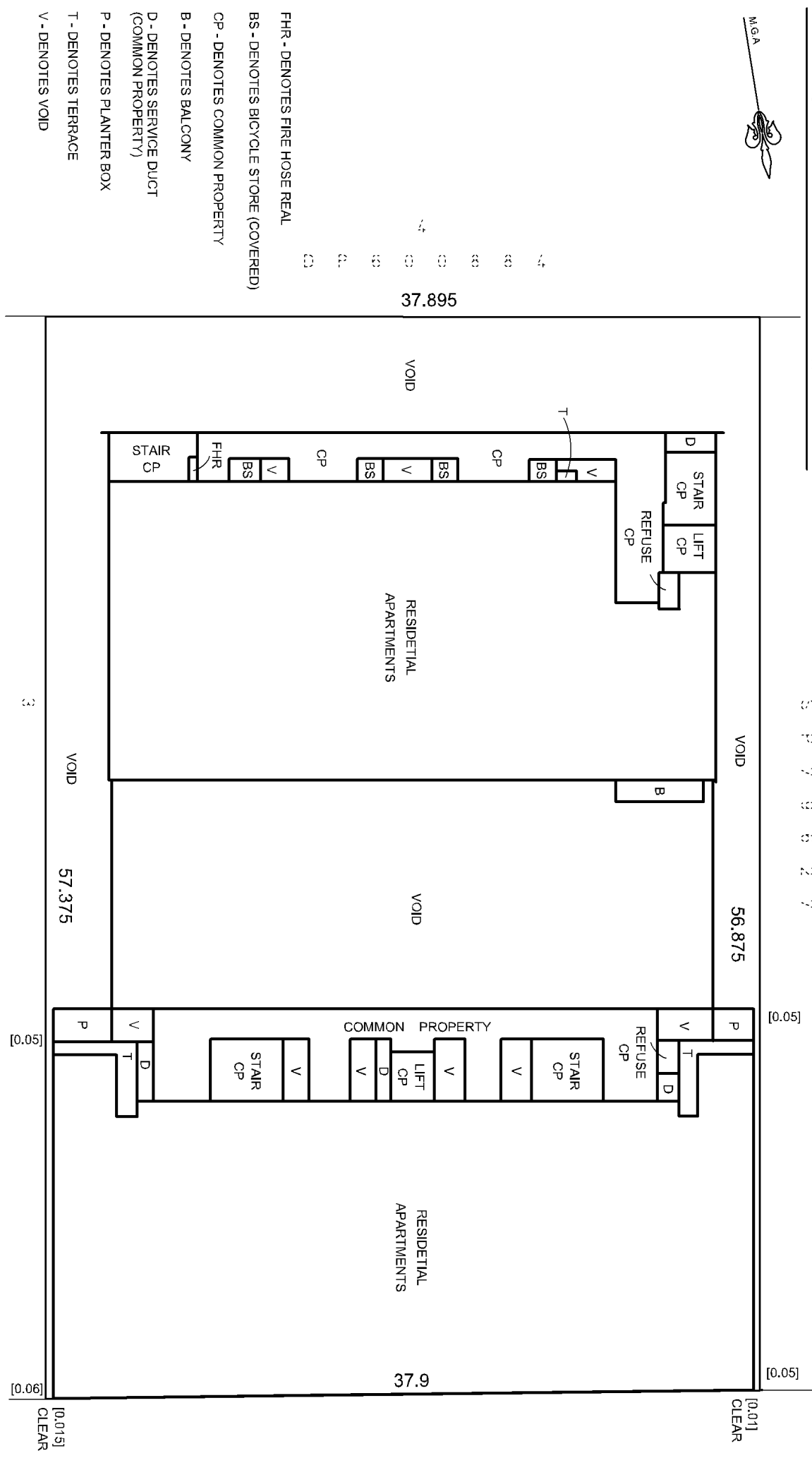


SP 91436

DANKS ON ST.

STREET

LOCATION PLAN - LEVEL 2 & ABOVE



- FHR - DENOTES FIRE HOSE REAL
- BS - DENOTES BICYCLE STORE (COVERED)
- CP - DENOTES COMMON PROPERTY
- B - DENOTES BALCONY
- D - DENOTES SERVICE DUCT (COMMON PROPERTY)
- P - DENOTES PLANTER BOX
- T - DENOTES TERRACE
- V - DENOTES VOID

THE SUBJECT LOT IS AFFECTED BY THE FOLLOWING WHOLE OF LOT EASEMENTS

1. EASEMENT FOR SUPPORT AND SHELTER (DP1186942)
2. EASEMENT FOR FIRE EGRESS (DP1186942)
3. EASEMENT FOR SERVICES (DP1186942)
4. EASEMENT TO ACCESS SHARED FACILITIES (DP1186942)

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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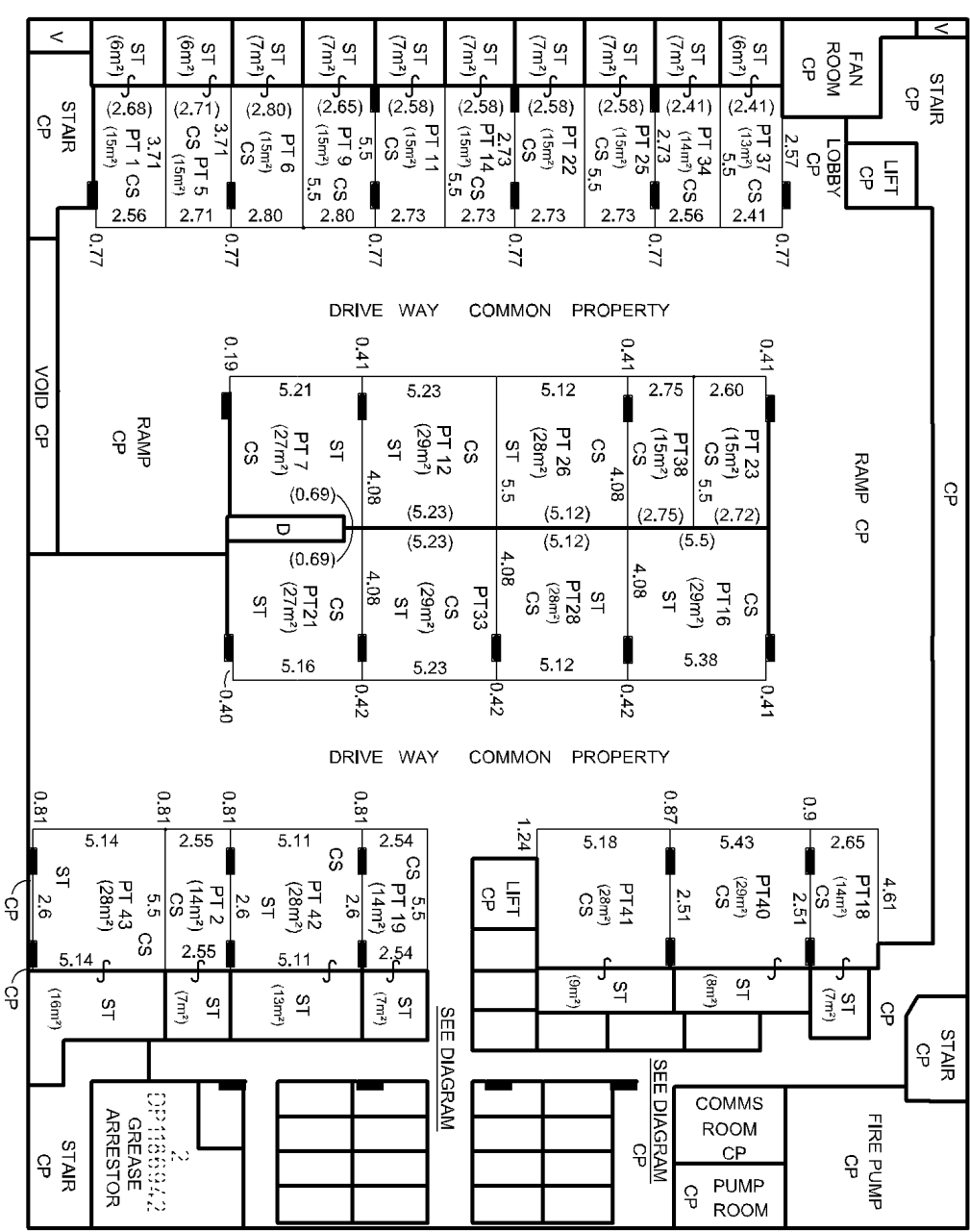
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DANKS

STREET

BASEMENT LEVEL 2 - PARKING



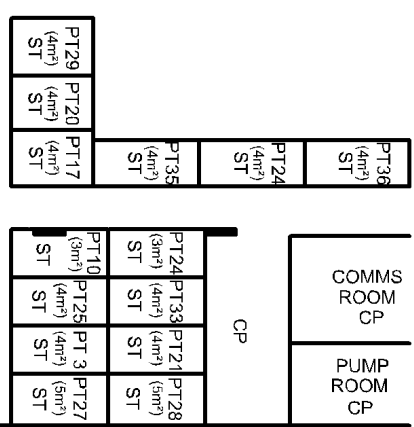
1:150

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.

CAR PARKING SPACES / STORAGE SPACES ARE DEFINED BY STEEL MESH WALLS, FACES OF WALLS, LINES OF FACES OF WALLS, LINE OF FACES OF COLUMNS AND CENTRES OF COLUMNS & DIMENSIONS AS SHOWN.
 STEEL MESH WALLS, (FIXED TO CONCRETE WALLS, FLOORS & CEILINGS) SEPARATING THE STORAGE / PARKING SPACES ARE COMMON PROPERTY.
 - FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN
 - ALL COMMON SERVICE LINE, PIPES, CABLES & DUCTS AND ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

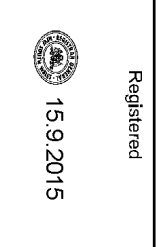
CP - DENOTES COMMON PROPERTY

CS - DENOTES CAR PARKING SPACE
 D - DENOTES SERVICE DUCT (COMMON PROPERTY)
 ST - DENOTES STORAGE CAGE
 V - DENOTES VOID



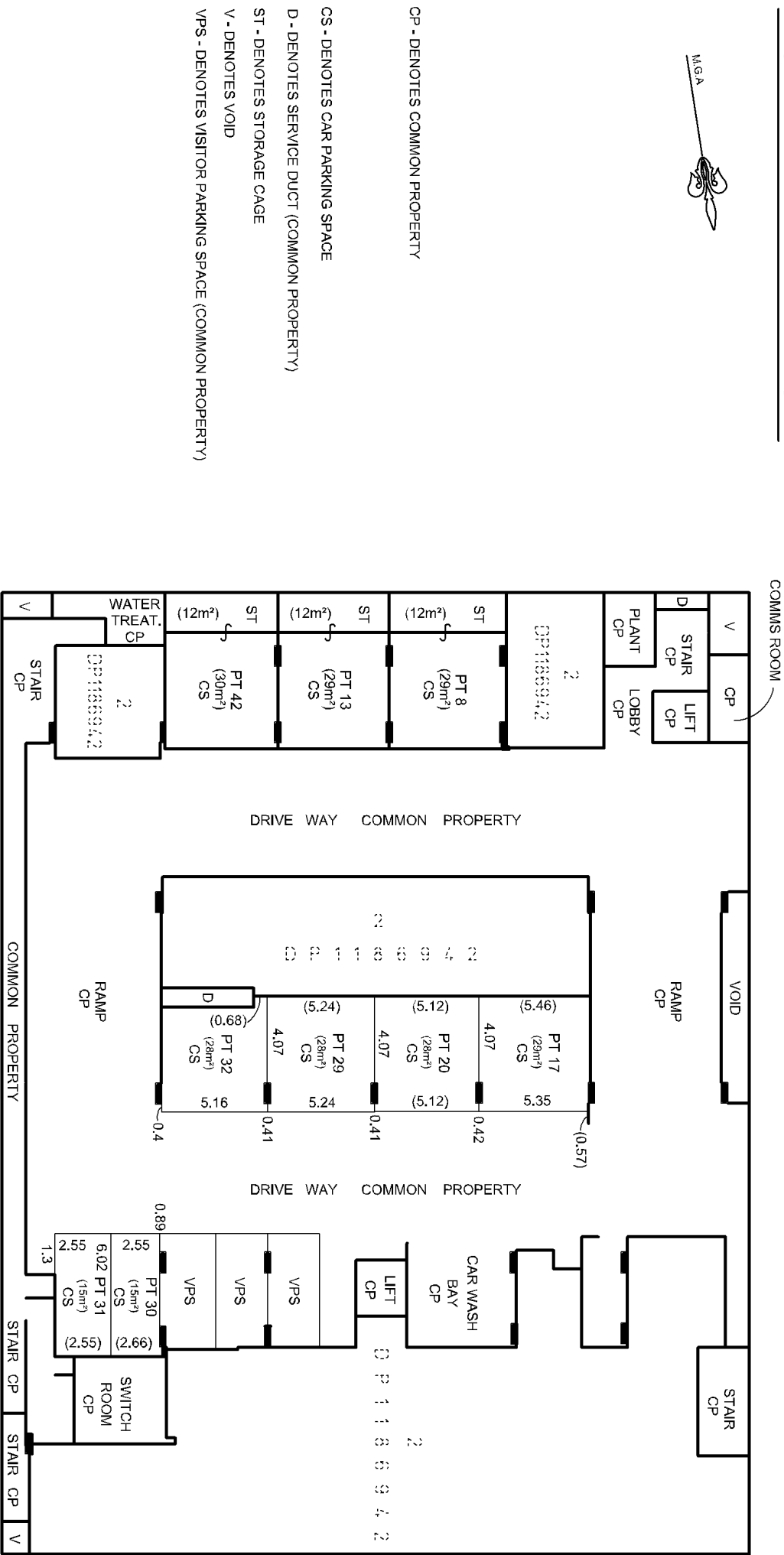
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 admrln@hoganco.com.au
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SP 91436

BASEMENT LEVEL 1 - PARKING



CP - DENOTES COMMON PROPERTY

CS - DENOTES CAR PARKING SPACE

D - DENOTES SERVICE DUCT (COMMON PROPERTY)

ST - DENOTES STORAGE CAGE

V - DENOTES VOID

VPS - DENOTES VISITOR PARKING SPACE (COMMON PROPERTY)

CAR PARKING SPACES / STORAGE SPACES ARE DEFINED BY STEEL MESH WALLS, FACES OF WALLS, LINES OF FACES OF WALLS, LINE OF FACES OF COLUMNS AND CENTRES OF COLUMNS & DIMENSIONS AS SHOWN.

STEEL MESH WALLS, (FIXED TO CONCRETE WALLS, FLOORS & CEILINGS) SEPARATING THE STORAGE / PARKING SPACES ARE COMMON PROPERTY.

- FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN

- ALL COMMON SERVICE LINE, PIPES, CABLES & DUCTS AND ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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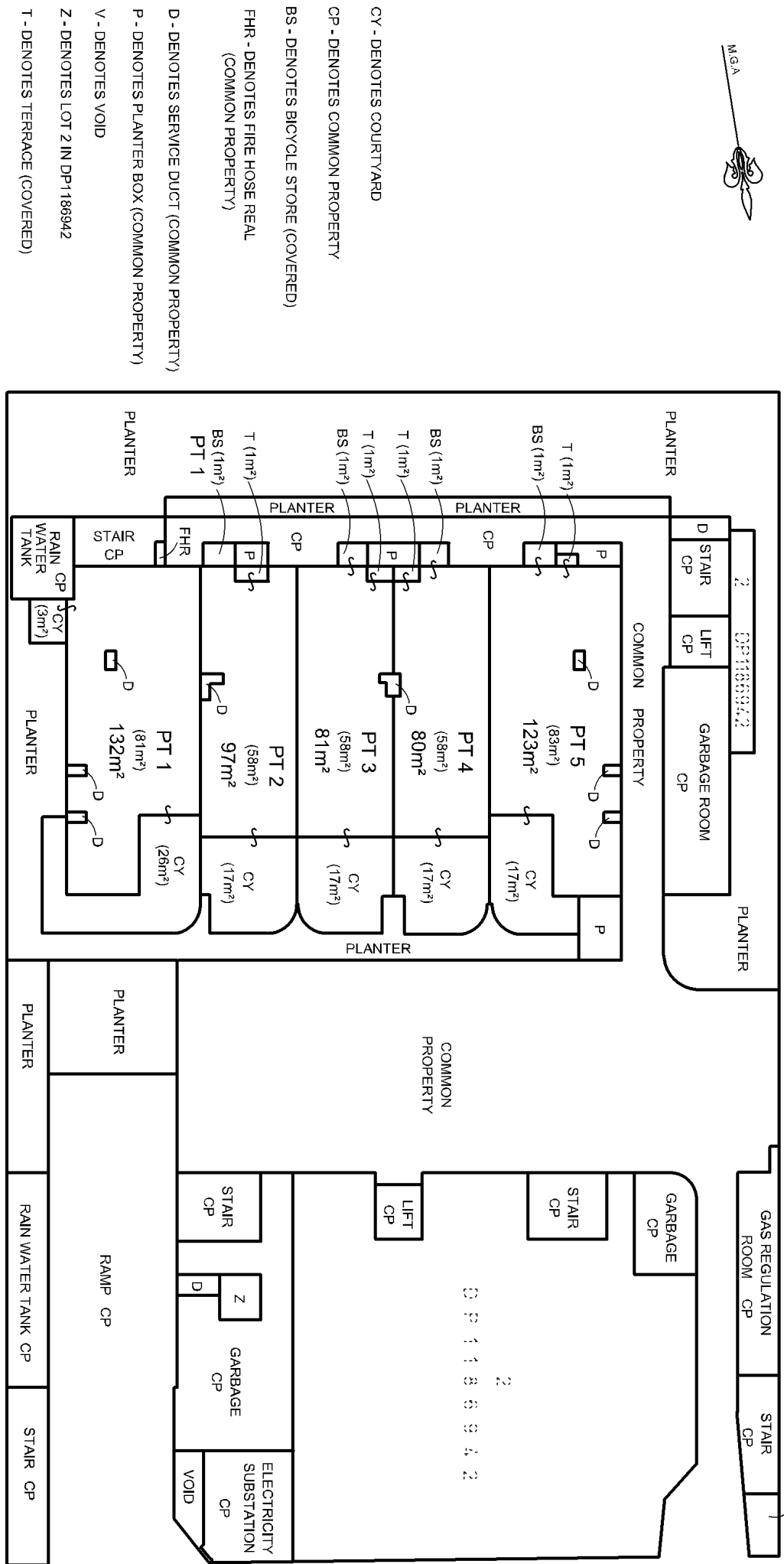
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Registered
 15.9.2015

SP 91436

Lengths are in metres. Reduction Ratio 1:200

GROUND FLOOR



THE STRATUM OF THE COURTYARDS WHERE NOT COVERED IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR & LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS CONCRETE FLOOR.

- FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN
- ALL COMMON SERVICE LINE, PIPES, CABLES & DUCTS AND ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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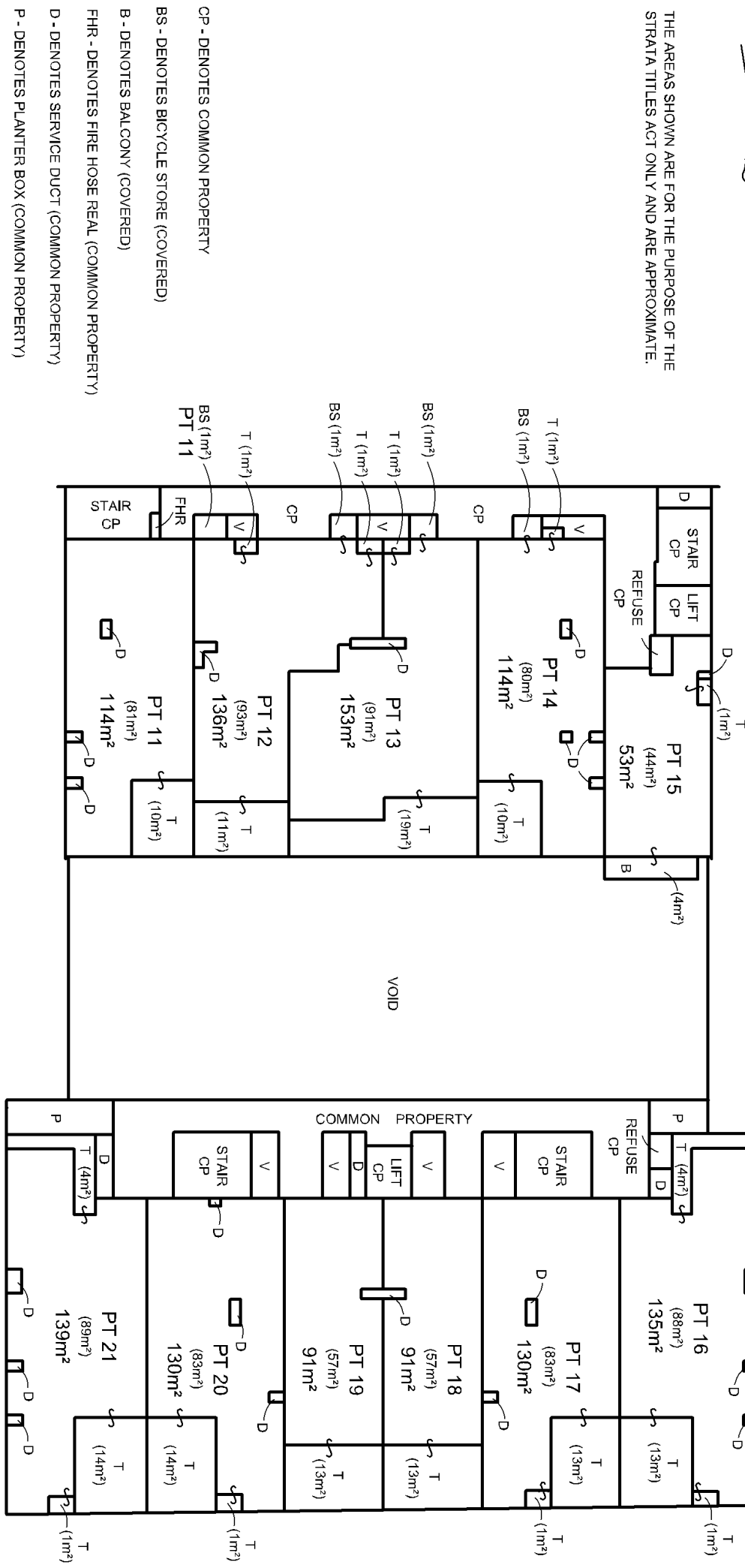
Registered
 15.9.2015

SP 91436

LEVEL 2



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.



- CP - DENOTES COMMON PROPERTY
- BS - DENOTES BICYCLE STORE (COVERED)
- B - DENOTES BALCONY (COVERED)
- FHR - DENOTES FIRE HOSE REAL (COMMON PROPERTY)
- D - DENOTES SERVICE DUCT (COMMON PROPERTY)
- P - DENOTES PLANTER BOX (COMMON PROPERTY)
- T - DENOTES TERRACE (COVERED)
- V - DENOTES VOID

- FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN

- ALL COMMON SERVICE LINE, PIPES, CABLES & DUCTS AND ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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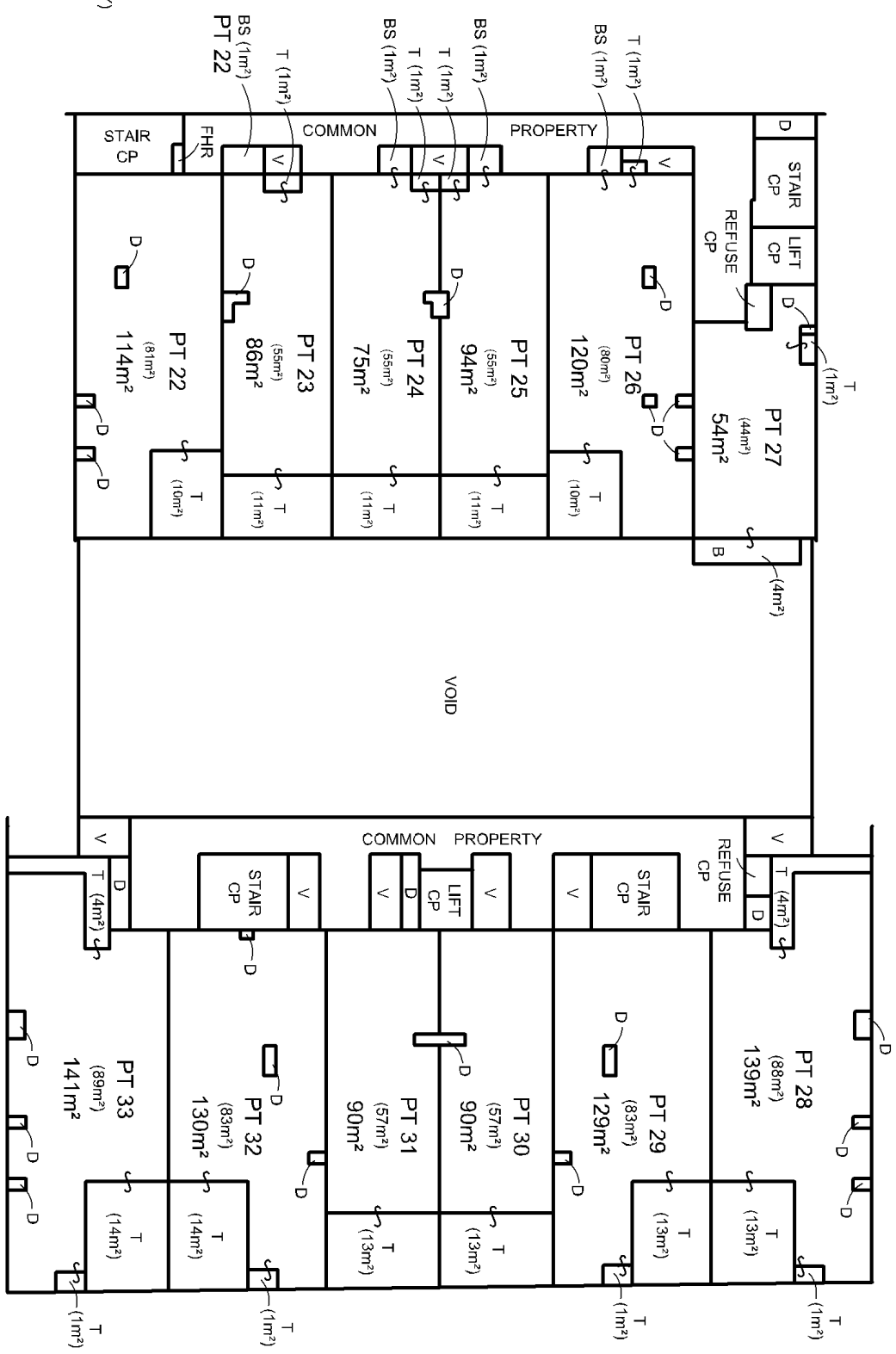
Registered
 15.9.2015

SP 91436

LEVEL 3



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLES ACT ONLY AND ARE APPROXIMATE.



- CP - DENOTES COMMON PROPERTY
- BS - DENOTES BICYCLE STORE (COVERED)
- B - DENOTES BALCONY (COVERED)
- FHR - DENOTES FIRE HOSE REAL (COMMON PROPERTY)
- D - DENOTES SERVICE DUCT (COMMON PROPERTY)
- P - DENOTES PLANTER BOX (COMMON PROPERTY)
- T - DENOTES TERRACE (COVERED)
- V - DENOTES VOID

- FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN
 - ALL COMMON SERVICE LINE, PIPES, CABLES & DUCTS AND ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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Surveyor: RICHARD A. HOGAN Ph: 4732 6599
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 15.9.2015

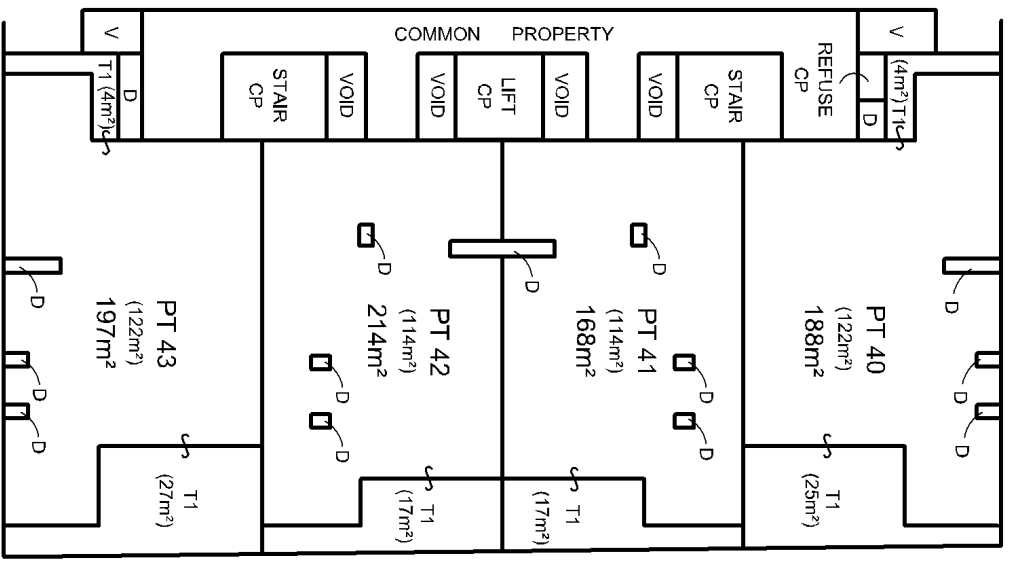
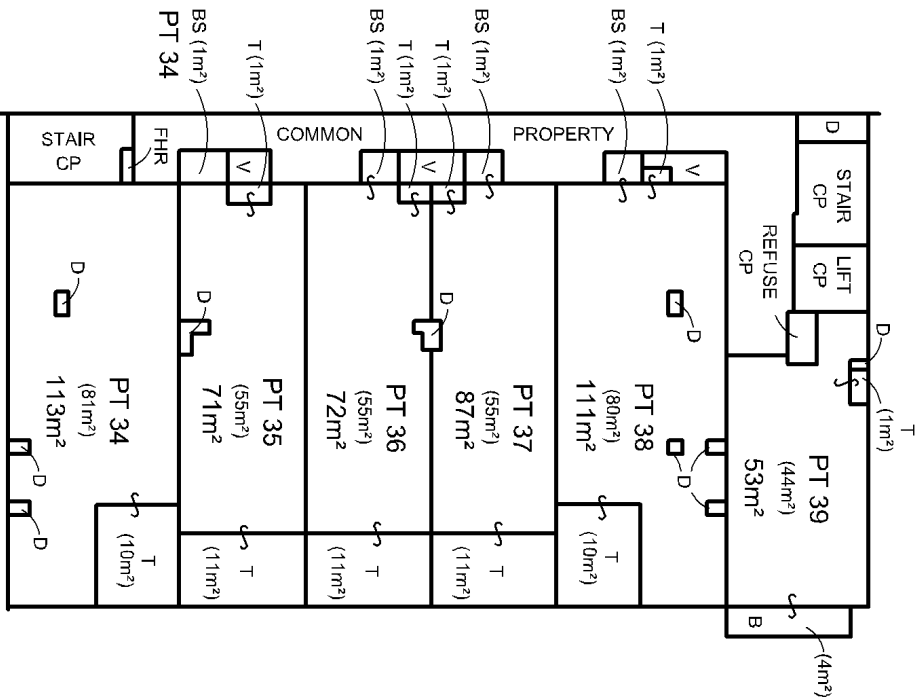
SP 91436

LEVEL 4



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TILES ACT ONLY AND ARE APPROXIMATE.

- CP - DENOTES COMMON PROPERTY
- BS - DENOTES BICYCLE STORE (COVERED)
- B - DENOTES BALCONY (NOT COVERED)
- FHR - DENOTES FIRE HOSE REAL (COMMON PROPERTY)
- D - DENOTES SERVICE DUCT (COMMON PROPERTY)
- T - DENOTES TERRACE (COVERED)
- T1 - DENOTES TERRACE (PARTIALLY COVERED)
- V - DENOTES VOID



THE STRATUM OF THE BALCONY WHERE NOT COVERED IS LIMITED IN HEIGHT TO 3.5 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR & LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS CONCRETE FLOOR.

THE STRATUM OF TERRACES (T1) WHERE NOT COVERED IS LIMITED IN HEIGHT TO 4 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR & LIMITED IN DEPTH TO THE UPPER SURFACE OF ITS CONCRETE FLOOR.

- FOR CLARITY NOT ALL COMMON PROPERTY DUCTS & COLUMNS ARE SHOWN

- ALL COMMON SERVICE LINE, PIPES, CABLES & DUCTS AND ANY OTHER SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

10	20	30	40	50	60	Table of m/m	100	110	120	130	140	150
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Surveyor: RICHARD A. HOGAN Ph: 4732 6599
 admin@hoganco.com.au
 Surveyor's Ref: 13404 SP RES

Subdivision No: SC2385


Lengths are in metres. Reduction Ratio 1:200

Registered
 15.9.2015

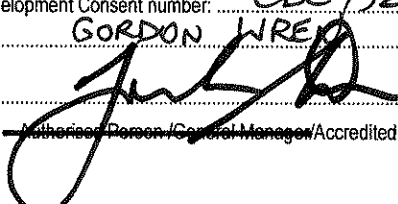
SP 91436

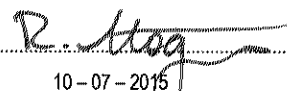
STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:  15.9.2015 Purpose: STRATA PLAN	SP91436

PLAN OF SUBDIVISION LOT 1 IN DP1186942	LGA: SYDNEY Locality: WATERLOO Parish: ALEXANDRIA County: CUMBERLAND
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<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) The Council of..... *The Accredited Certifier: <u>GORDON WREN</u> Accreditation number: <u>RPB 0447</u> has made the required inspections and is satisfied that the requirements of; *(a) Section 37 or 37A <i>Strata Schemes (Freehold Development) Act 1973</i> and clause 29A <i>Strata Schemes (Freehold Development) Regulation 2012</i>, *(b) Section 56 or 56A <i>Strata Schemes (Leasehold Development) Act 1986</i> and clause 30A of the <i>Strata Schemes (Leasehold Development) Regulation 2012</i> have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of..... *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) A..... are created as utility lots in accordance with section 30 of the <i>Strata Schemes (Freehold Development) Act 1973</i> or section 68 of the <i>Strata Schemes (Leasehold Development) Act 1986</i>.</p> <p>Date: <u>21st JULY 2015</u> Subdivision number: <u>SC2385</u> Relevant Development Consent number: <u>CDC 792</u> Issued by: <u>GORDON WREN</u> Signature:  Authorised Person / General Manager / Accredited Certifier</p> <p>* Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.</p>	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners – Strata Plan No 91436 17-19 Danks Street Waterloo NSW 2017 The adopted by-laws for the scheme are: * RESIDENTIAL Model By-laws * together with, Keeping of animals, Option *A/*B/*C * By-laws in 17 sheets filed with plan. * Strike through if inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 <i>Strata Schemes Management Regulation 2010</i>)
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	<p>Surveyor's Certificate (Approved Form 3)</p> <p>I, RICHARD A HOGAN Ph: 4732 6599 admin@hoganco.com.au</p> <p>of RICHARD HOGAN & CO PTY LTD</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, hereby certify that:</p> <p>(1) Each applicable requirement of</p> <ul style="list-style-type: none">* Schedule 1A of the <i>Strata Schemes (Freehold Development) Act 1973</i> has been met* Schedule 1A of the <i>Strata Schemes (Leasehold Development) Act 1986</i> has been met; <p>*(2) *(a) The building encroaches on a public place; *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by A..... to permit the encroachment to remain.</p> <p>*(3) The survey information recorded in the accompanying location plan is accurate.</p> <p>Signature:  Date: 10-07-2015</p> <p>* Strike through if inapplicable. ^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>
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Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A	SURVEYOR'S REFERENCE: 13404 SP RES
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

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STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  15.9.2015</p> <p>PLAN OF SUBDIVISION LOT 1 IN DP1186942</p> <p>Subdivision Certificate number: <u>SC 2385</u> Date of endorsement: <u>21st July 2015</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">SP91436</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>. • Signatures and seals - see 195D <i>Conveyancing Act 1919</i>. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	140	23	89
2	99	24	75
3	86	25	91
4	86	26	126
5	131	27	52
6	119	28	145
7	124	29	138
8	152	30	92
9	119	31	92
10	52	32	135
11	119	33	144
12	124	34	118
13	152	35	75
14	119	36	75
15	52	37	93
16	140	38	117
17	138	39	52
18	97	40	194
19	98	41	170
20	139	42	176
21	144	43	203
22	118	Total	5,000

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
 & SECTION 7(3) OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT1973
 AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND

This Plan Contains a Strata Management Statement comprising 92 sheets

If space is insufficient use additional annexure sheet.


Surveyor's Reference: **13404 SP RES**

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

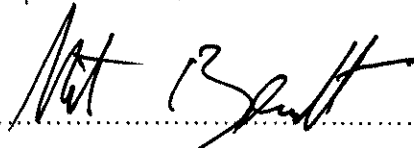
ePlan



STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  15.9.2015 Office Use Only	Office Use Only
PLAN OF SUBDIVISION LOT 1 IN DP1186942	<h1>SP91436</h1>
Subdivision Certificate number: <u>SC 2385</u> Date of endorsement: <u>21st July 2015</u>	

EXECUTED by
DANKS CORPORATE HOLDING PTY LTD
ACN 161 105 942
In accordance with section 127(1) of the
Corporations Act 2001:


.....
Stuart Bennett - Sole Director / Secretary

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>SAM SHWARTZ</u>	Attorney's name: <u>Daniel Kent</u>
Address of witness: <u>40/1 91 201 SUSSEX ST SYDNEY NSW</u>	Attorney's position: <u>Residential Finance</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: <u>4548</u> No: <u>494</u>

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 13404 SP RES

SP91436

Strata Management Statement
17 Danks Street, Waterloo

Part 117 *Danks Street, Waterloo* and the Strata Management Statement

1 What is a strata management statement?

Management of the building

1.1 A strata management statement is a set of Rules that regulate the management and operation of buildings where part of the building is subdivided by a strata scheme or schemes. These types of strata schemes are called 'part building strata schemes'. *17 Danks Street* is a part building strata scheme.

Rights and obligations

1.2 A strata management statement confers rights and imposes obligations on the O.Cs and Owners and Occupiers of lots in a building in which there is a part building strata scheme. It contains provisions about a wide range of issues including Meetings, financial management and the maintenance of Shared Facilities.

2 About *17 Danks Street*

What are the components in *17 Danks Street*

2.1 *17 Danks Street* has **two** distinct components. The Owner of each component is a Member of the Committee and must comply with this management statement. The components of *17 Danks Street* are:

Lot in Stratum Plan	Component	Description	Member
1	17 Danks Street Apartments	A Strata Scheme comprising 43 residential units and associated carparking & storage	O.C for 17 Danks Street Apartments
2	17 Danks Street Retail / Commercial	A retail strata scheme comprising retail / commercial units and associated carparking & storage	O.C for 17 Danks Street Retail/Commercial

Management structure

2.2 The Committee is responsible for the operation and management of the Shared Facilities of the Members of *17 Danks Street* 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. See clause 16 for more information

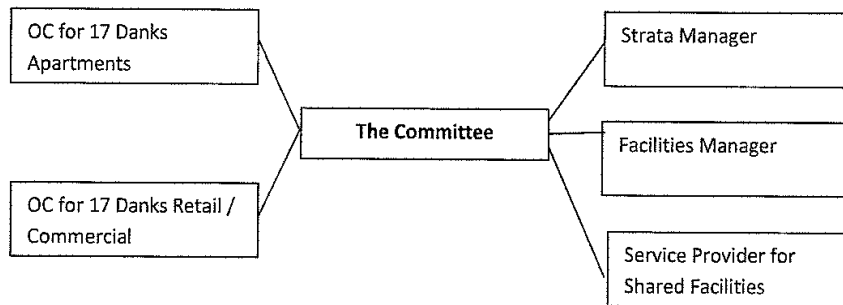
SP91436

Who assists the Committee perform its functions?

- 2.3 The Committee has the power to appoint various persons to assist it to perform its functions. The Committee:
- 2.3.1 must appoint a Strata Manager to assist in the operation and management of *17 Danks Street* and perform secretarial and financial functions; and
 - 2.3.2 may appoint a Facilities Manager to assist in the operation and maintenance of *17 Danks Street Shared Facilities*
 - 2.3.3 in accordance with this management statement enter into contracts with various Service Providers for the operation, maintenance, repair and replacement of Shared Facilities.
- 2.4 The powers of the Committee are explained in more detail in part 2 of this management statement.

Overview of management structure

- 2.5 In summary, the management structure for *17 Danks Street* looks like this:



These parties are Members of the Committee. They each appoint a representative to attend and vote for them at Meetings and Emergency Meetings

The Committee must appoint a Strata Manager. The Committee may appoint a Facilities Manager and other parties to assist in the operation and management of *17 Danks Street* provided such Strata Manager or Facilities Manager shall not be a member of the Committee.

SP91436

3 How does this management statement work?

How is this management statement set out?

3.1 There are eight parts in this management statement:

Part 1 <i>17 Danks Street</i> and the strata management statement	Part 1 explains the management structure of <i>17 Danks Street</i> and who must comply with this management statement.
Part 2 Rights and obligations of the Committee	Part 2 explains the rights and obligations of the Committee. It contains operational information about the Committee and about appointing Service Providers to assist the Committee to perform its functions.
Part 3 Rights and obligations of Members, Owners and	Part 3 explains the rights and obligations of Members, Owners and Occupiers. It includes provisions about insurance, Disputes and access rights.
Part 4 Meeting procedures and	Part 4 explains the procedures for convening and holding Meetings, quorums for Meetings and the types of resolutions required for decisions of the Committee.
Part 5 Financial management	Part 5 explains the procedures for preparing Budgets, financial statements and levying processes for contributions to meet costs under this management statement.
Part 6 Shared Facilities	Part 6 explains how Shared Facilities work and are paid for by the Members.
Part 7 Miscellaneous	Part 7 explains the procedures for resolving Disputes and how to serve notices.
Part 8 Dictionary	Part 8 explains the meaning of certain words and how to interpret this management statement.

What is the effect of this management statement?

3.2 This management statement has effect as an agreement under seal.

How to amend this Management statement

3.3 The Committee may amend, modify, add to or repeal all or parts of this statement only by unanimous resolution. However, the Committee must review this statement no less than every five (5) years.

SP91436

Sheet 5 of 92

4 Who must comply with this management statement?

Obligations for Members

4.1 Members must comply with the Strata Management Statement

Obligations for Owners

4.2 Owners must comply with the Strata Management Statement

Obligations for Occupiers

4.3 Occupiers must comply with the Strata Management Statement

By-laws for *17 Danks Street* Apartments

4.4 The by-laws for the *17 Danks Street* Apartments contain obligations with which Owners and Occupiers of lots in that strata scheme must comply (in addition to this management statement).

By-laws for Retail/Commercial

4.5 Upon registration of the strata plan for *17 Danks Street* Retail/Commercial the by-laws for the *17 Danks Street* Retail/Commercial contain obligations with which Owners and Occupiers of lots in that strata scheme must comply (in addition to this management statement).

Strata Subdivision of *17 Danks Street* Retail/Commercial

4.6 If upon registration of this management statement, *17 Danks Street* Retail/Commercial has not been strata subdivided, then to avoid doubt the owner of OC for *17 Danks Street* Retail/Commercial has the right to register a strata plan of subdivision of *17 Danks Street* Retail/Commercial without any approvals or consents of the Owners, the Committee or the OC for *17 Danks Street* Apartments. The Owners, the Committee and the OC for *17 Danks Street* Apartments hereby agree to provide such written consents, approvals and do all things that may be required by the OC for *17 Danks Street* Retail/Commercial to register a strata plan of *17 Danks Street* Retail/Commercial and the Owners, the Committee and the OC for *17 Danks Street* Apartments hereby appoint the OC for *17 Danks Street* Retail/Commercial their attorney to give effect to the same.

SP91436

Sheet 6 of 92

Part 2 Rights and obligations of the Committee

5 The Committee

Establishing the Committee

5.1 The Members must:

- 5.1.1 establish the Committee within 28 days after this statement is registered;
and
- 5.1.2 always have a Committee.

Members of the Committee

5.2 The Members of the Committee are:

- 5.2.1 Two Representative of the O.C for *17 Danks Street* Apartments (who must in turn be members of the executive committee of the O.C for *17 Danks Street* Apartments); and
- 5.2.2 Two Representative of the O.C for *17 Danks Street* Retail/Commercial (who must in turn be members of the executive committee of the O.C for *17 Danks Street* Retail/Commercial).

6 Functions and powers of the Committee

What are the functions?

6.1 In addition to its functions and powers elsewhere in this management statement, the functions and powers of the Committee are:

- 6.1.1 to comply with its obligations and perform its functions according to the Management Act, the Development Act and this management statement;
- 6.1.2 to make decisions about the matters in this management statement;
- 6.1.3 to convene and hold Meetings and Emergency Meetings;
- 6.1.4 to determine Administrative Fund contributions and the Sinking Fund contributions to meet the costs for performing the functions of the Committee;
- 6.1.5 to operate, control, maintain, renew and replace Shared Facilities (subject to this management statement);
- 6.1.6 appoint and contract with service Providers to provide operational, maintenance, renewal and replacement services for Shared Facilities;

SP91436

Sheet 7 of 92

- 6.1.7 Fairly control use of Shared Facilities;
- 6.1.8 to deal with and make decisions about Shared Facilities according to this management statement;
- 6.1.9 to effect insurances according to the Management Act and this management statement;
- 6.1.10 to monitor the performance by Members, Owners and Occupiers of their obligations under the Management Act, the Development Act and this management statement;
- 6.1.11 to monitor the performance of Service Providers;
- 6.1.12 to monitor the performance of the Strata Manager and Facilities Manager, if any; and
- 6.1.13 to perform ancillary functions necessary to carry out the functions and perform the obligations of the Committee.
- 6.1.14 to adopt and administer the architectural code(including appointing consultants to assist with applications for consent as contemplated)
- 6.1.15 to administer and monitor compliance with the architectural code

How to make decisions

- 6.2 The Committee may make decisions only according to this management statement and:
 - 6.2.1 at a properly convened Meeting or Emergency Meeting; and
 - 6.2.2 by Unanimous Resolution of the Members.
 - 6.2.3 The Strata Manager and Facilities Manager, if any, may attend Meetings but shall have no voting rights; and

Power to contract and make appointments

- 6.3 Subject to this clause, the Committee has the power to:
 - 6.3.1 enter into contracts or other arrangements with Service Providers to assist the Committee and other persons (eg the Facilities Manager) to perform its functions and comply with its obligations;
 - 6.3.2 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
 - 6.3.3 appoint persons (eg a Member or the Facilities Member) to act as its agent to enter into contracts or other arrangements on its behalf.

SP91436

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Sheet 8 of 92

Making Rules

- 6.4 The Committee may make Rules to assist in the proper management, operation, maintenance and control of the Shared Facilities of *17 Danks Street*. However, when the Committee makes a rule:
 - 6.4.1 It must take into account the mixed use nature of *17 Danks Street* and the various components in *17 Danks Street*.
 - 6.4.2 The Rules must not be inconsistent with this management statement
 - 6.4.3 The Rules must not interfere with the operations and management of *17 Danks Street* Retail/Commercial

SP91436

ePlan

Sheet 9 of 92

7 Officers of the Committee

What Officers must the Committee appoint?

- 7.1 The Committee must appoint as Officers a Secretary, a Treasurer and a Chairperson. An Officer may occupy more than one (1) position and the Committee has a quorum of the Representative or substituted Representative of at least two Members.

Eligibility for election

- 7.2 To be eligible for election as an Officer, you must be:

- 7.2.1 a Representative; or
- 7.2.2 a Substitute Representative.
- 7.2.3 The Strata Manager

Appointment of Officers

- 7.3 The Committee must appoint its Officers within one month after this management statement is registered. The Committee:
- 7.3.1 may appoint you (if you are eligible for appointment) to hold the position of one or more Officer;
 - 7.3.2 may appoint new Officers at any time; and
 - 7.3.3 must immediately appoint a replacement Officer if an existing Officer vacates their position as an Officer.

Vacating the position of an Officer

- 7.4 You vacate your position as an Officer if:
- 7.4.1 you cease to be a Representative, Substitute Representative or the Strata Manager;
 - 7.4.2 the Committee appoints a replacement Officer to fill your position; or
 - 7.4.3 you resign in writing from your position. You must serve notice on the Committee of your resignation and the date from which it will become effective.

8 Functions of Officers

Exercising functions

- 8.1 An Officer must perform their functions according to this management statement, the Management Act, the Development Act and the directions of the Committee.

SP91436

ePlan

Sheet 10 of 92

The Secretary

- 8.2 In addition to the functions elsewhere in this management statement, the functions of the Secretary are:
- 8.2.1 to convene Meetings and Emergency Meetings;
 - 8.2.2 to prepare and distribute notices, agendas and minutes for Meetings and Emergency Meetings;
 - 8.2.3 to serve notices for the Committee;
 - 8.2.4 to answer communications sent to the Committee;
 - 8.2.5 to perform administrative and secretarial functions for the Committee;
 - 8.2.6 to keep records (other than records which the Treasurer must keep) for the Committee according to this management statement and the Management Act; and
 - 8.2.7 to make the books and records of the association available for inspection according to clause 25

The Treasurer

- 8.3 In addition to the functions elsewhere in this management statement, the functions of the Treasurer are:
- 8.3.1 to prepare Budgets for the Administrative Fund and Sinking Fund;
 - 8.3.2 to prepare Outstanding Levy Certificates;
 - 8.3.3 to prepare (or arrange for the preparation of) financial statements;
 - 8.3.4 to prepare (or arrange for the preparation of) audit reports;
 - 8.3.5 to send notices of Administrative Fund and sinking fund contributions to Members;
 - 8.3.6 to collect contributions from Members;
 - 8.3.7 to receive, acknowledge, bank and account for contributions and other money paid to the Committee;
 - 8.3.8 to pay accounts; and
 - 8.3.9 to keep accounting records for the Committee.

SP91436

ePlan

Sheet 11 of 92

The Chairperson

- 8.4 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.

9 Appointing a Strata Manager

Purpose of the agreement

- 9.1 The Committee has the power to appoint and enter into agreements with a Strata Manager to assist the Committee to perform its functions and, in particular, perform the functions of the Secretary and Treasurer.

Qualifications of the Strata Manager

- 9.2 The Strata Manager must have the licences required by law to be a strata managing agent.

Delegation of functions

- 9.3 Subject to this clause, the Committee may delegate to the Strata Manager some or all of the functions of the Committee and the Officers.

What functions may not be delegated?

- 9.4 The Committee must not delegate these functions to the Strata Manager:
- 9.4.1 this power of delegation;
 - 9.4.2 functions which the Committee may exercise only by Unanimous Resolution;
 - 9.4.3 the function to determine Administrative Fund and Sinking Fund contributions; and
 - 9.4.4 functions which the Committee decides by Unanimous Resolution may be performed only by the Committee.

Form of agreement

- 9.5 An agreement between the Committee and the Strata Manager must:
- 9.5.1 be in writing and be signed by each Member and the Strata Manager;
 - 9.5.2 reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Strata Manager;

SP91436

ePlan

Sheet 12 of 92

9.5.3 allow the Strata Manager to terminate if the Strata Manager is not appointed by an O.C as their Strata managing agent; and

9.5.4 contain provisions about the rights of the Committee and the Strata Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

Term of the appointment

9.6 The term of the initial agreement between the Committee and the Strata Manager must not exceed three years. The term of a new agreement may be for the period determined by the Committee (acting reasonably). The term of a new agreement may be for three years.

Remuneration

9.7 The remuneration of the Strata Manager will be the amount determined by the Committee (acting reasonably).

10 Appointing a Facilities Manager

Purpose of the agreement

10.1 The Committee has the power to appoint and enter into agreements with a Facilities Manager to assist the Committee to perform its functions.

Services to the Committee and Members

10.2 The Facilities Manager may provide:

10.2.1 Services to the Committee which Members must pay for according to schedule 2 or 3 (as applicable); and

10.2.2 Services for an individual Member, Owner and Occupier (at the request of the Member, Owner or Occupier) which must be paid for or reimbursed to the Facilities Manager by that Member, Owner or Occupier.

Form of agreement

10.3 An agreement between the Committee and the Facilities Manager must:

10.3.1 be in writing and be signed by each Member and the Strata Manager;

10.3.2 reserve the power for the Committee and the Officers to continue to exercise the functions which the Committee has delegated to the Facilities Manager;

10.3.3 allow the Facilities Manager to terminate the agreement if the Facilities Manager is not appointed by an O.Cs as their Facilities Manager; and

SP91436

ePlan

Sheet 13 of 92

- 10.3.4 contain provisions about the rights of the Committee and the Facilities Manager to terminate the agreement early if a party does not perform their obligations under the agreement.

Term of the appointment

- 10.4 The term of the initial agreement between the Committee and the Facilities Manager must not exceed three years. The term of a new agreement may be for the period determined by the Committee (acting reasonably). The term of a new agreement may be for three years.

Duties of the Facilities Manager

- 10.5 The duties of the facility manager under this agreement may include:
- 10.5.1 Managing the operation, maintenance, repair and replacement of Shared Facilities
 - 10.5.2 Supervising contracts entered into by the Committee or by the Facilities Manager on behalf of the Committee and in particular, contracts for garbage, waste removal, security, fire services, lifts and services; and
 - 10.5.3 Doing anything else which the Committee considers is necessary for the operation and management of the Shared Facilities and *17 Danks Street*.

Remuneration

- 10.6 The remuneration of the Facilities Manager will be the amount determined by the Committee (acting reasonably)

Agreements by Members in their capacity as Owners Corporations

- 10.7 An agreement entered into by the Committee under this clause may include duties, remuneration and other arrangements between a Facilities Manager and a Member (for example, if the Member is an Owners Corporation in its capacity as an Owners Corporation instead of in its capacity as a Member of the Committee). The duties, remuneration and arrangements must be dealt with separately in the agreement to the duties, remuneration and arrangements between the Facilities Manager and the Committee.

11 Rights of the Committee to do work in an emergency

What power does the Committee have?

- 11.1 In an emergency, the Committee may do anything in *17 Danks Street* which you should have done under this management statement but which, in the opinion of the Committee acting reasonably, you have not done or have not done properly.

SP91436

ePlan

Sheet 14 of 92

Entering parts of *17 Danks Street*

11.2 To exercise its rights under this clause 11, the Committee may:

11.2.1 enter your part of *17 Danks Street* and stay there for a long as necessary; and

11.2.2 do what is required to remedy the emergency

provided that the Committee does not interfere unreasonably with the lawful use of your part of *17 Danks Street*.

What are your obligations?

11.3 If the Committee carries out work under this clause, you must pay it its reasonable costs for carrying out the work you should have carried out. The Committee must give you the information you reasonably require about the costs it has incurred according to this clause.

Damages

11.4 The Committee is not liable for damage arising out of exercising rights under this clause (except for damage it causes maliciously or negligently).

Interpreting this clause

11.5 In this clause, references to the Committee include persons authorised by the Committee and Service Providers.

12 Insurance requirements

Statutory insurance

12.1 In accordance with the Management Act, the Committee must effect building insurance for *17 Danks Street*.

Required insurances

12.2 In addition to its statutory obligation to effect building insurance, the Committee must also:

12.2.1 effect machinery breakdown insurance for Shared Facilities Plan and equipment which is not covered under warranty;

12.2.2 effect public liability insurance for Shared Facilities for a cover of not less than the amount prescribed by section 87 of the Management Act for an O.C;

12.2.3 effect workers compensation insurance if required by law; and

12.2.4 effect enough insurance cover to pay for increased costs during the period of insurance.

SP91436

ePlan

Sheet 15 of 92

Public Liability for certain Shared Facilities

- 12.3 The Committee is not required to effect separate public liability insurance in respect of Shared Facilities located within Main Retail if:
- 12.3.1 the *17 Danks Street* Retail/Commercial effects public liability insurance for a cover of not less than the amount prescribed by the Management Act for a public
 - 12.3.2 liability policy effected by an owners corporation in respect of those Shared Facilities; and
 - 12.3.3 the *17 Danks Street* Retail/Commercial policy notes the interest of the other Members of the Committee in respect of those Shared Facilities; and
 - 12.3.4 the *17 Danks Street* Retail/Commercial provides the Committee with a copy of the certificate of currency evidencing the public liability insurance in effect from time to time and interests noted in respect of those Shared Facilities.

The exemption under this clause applies for the period that the *17 Danks Street* Retail/Commercial relevant public liability insurance policy remains in effect.

Optional insurances

- 12.4 The Committee may affect other types of insurance including, but not limited to, office bearers liability insurance for its Officers.

Valuations

- 12.5 The Committee must have *17 Danks Street* valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has:
- 12.5.1 a minimum of five years experience; and
 - 12.5.2 experience in valuing for insurance purposes buildings like *17 Danks Street*.
- 12.6 The Committee must have the first valuation carried out within six months after this management statement is registered.

Building sum insured

- 12.7 The Committee must insure *17 Danks Street* for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Committee acting reasonably).

Regular review of insurances

- 12.8 Each year the Committee must:

SP91436

ePlan

Sheet 16 of 92

- 12.8.1 review its current insurance policies;
 - 12.8.2 decide whether it needs new policies and, if so, effect those policies; and
 - 12.8.3 decide whether it needs to adjust current policies and, if so, adjust those policies.
- 12.9 The Secretary must include a motion on the agenda for a Meeting to determine these matters.

Insuring for new risks

- 12.10 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.

Insurance records

- 12.11 The Committee must:
- 12.11.1 keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause; and
 - 12.11.2 provide a certificate of currency to each Member after it renews an existing policy, alters an existing policy or effects a new policy.

Third party policies

- 12.12 The Committee must ensure that an appropriate qualified insurance broker review the policies to ensure no overlaps or gaps in risks insured and should review third party policies annually where possible to verify the same.

13 Keeping books and records

Obligations of the Committee

- 13.1 The Committee must keep books and records relating to the exercise of its functions according to this clause.

Which books and records must the Committee keep?

- 13.2 Books and records which the Committee must keep include, without limitation:
- 13.2.1 an up-to-date copy of this management statement;
 - 13.2.2 its agreements with the Strata Manager and Facilities Manager;
 - 13.2.3 its agreements with Service Providers, contractors, tradespersons and any other persons in relation to Shared Facilities;
 - 13.2.4 an up-to-date record of address and other details for each

SP91436

ePlan

Sheet 17 of 92

Member, Representative and Substitute Representative provided
by Members according to clause 27;

- 13.2.5 notices and minutes of Meetings and Emergency Meetings;
- 13.2.6 voting papers for Meetings and Emergency Meetings;
- 13.2.7 financial statements;
- 13.2.8 copies of Outstanding Levy Certificates;
- 13.2.9 audit reports where required by legislation;
- 13.2.10 Budgets;
- 13.2.11 notices served on the Committee;
- 13.2.12 correspondence sent to and by the Committee;
- 13.2.13 insurance records; and
- 13.2.14 all other records relating to the administration and operation
by the Committee.

How long are records kept?

- 13.3 The Committee must keep copies of its records for a least seven years from the date of the record.

14 Power of the Committee to gain access to Shared Facilities

General Requirement

- 14.1 When the Committee exercises its rights to access part of *17 Danks Street*, it must not interfere unreasonably with your lawful use of that area or the quiet enjoyment of the Occupiers.

What are the Powers of the Committee

- 14.2 Subject to this clause, the Committee has the power to gain access to an Apartment, Retail Lot, or Common Property in order to:

SP91436

ePlan

Sheet 18 of 92

14.2.1 Operate, test, inspect, maintain, use, repair or replace Shared Facilities; and

14.2.2 Exercise its rights and comply with its obligations under this management statement

Access requirements

14.3 To enable the Committee to exercise its powers under this clause and subject to point 14.4, you must:

14.3.1 If you are an Owners Corporation, give the Committee access to your Common Property; and

14.3.2 If you are an Owner, or Occupier give the Committee access to you Apartment, Retail Lot,

By the most direct route or by the route nominated by the Committee (acting reasonably)

Notice Requirements

14.4 The Committee must give you reasonable notice before it requires access to your part of *17 Danks Street*. However in an emergency the Committee is not required to give you notice if it is not practicable to do so.

Paying Costs

14.5 Subject to this management statement, the Committee must pay the costs it incurs when it gains access to parts of *17 Danks Street* under this clause.

Rectifying damage

14.6 When it exercises its rights or complies with its obligations under this clause, the Committee must:

14.6.1 promptly rectify any damage it causes to your part of *17 Danks Street*; and

14.6.2 leave your part of *17 Danks Street* clean and tidy.

SP91436

ePlan

Sheet 19 of 92

Sole User

- 14.7 If you are the sole user of a Shared Facility, you may exercise the rights of the Committee under this clause. You are also bound by the obligations of the Committee under this clause.

Interpreting this clause

- 14.8 In this clause 16, references to the Committee include persons authorised by the Committee and Services Providers appointed by the Committee.

15 Power of the Committee to act on behalf of the Members

Acting as agent

- 15.1 Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for all the Members and take legal proceedings about
- 15.1.1 the failure of a Member to pay Administrative Fund or Sinking Fund contributions;
 - 15.1.2 the failure of a Member to comply with its obligations under this management statement; and
 - 15.1.3 the failure of an Owner or Occupier to comply with their obligations under this management statement.

Appointment as agent and attorney

- 15.2 Each Member appoints the Committee as its agent and attorney to enable the Committee or a person appointed by the Committee to take any action authorised by resolution.

Legal proceedings by a Member

- 15.3 This clause does not prevent a Member from taking legal proceedings in its own name.

16 Consents by the Committee

How may consent be given?

SP91436

ePlan

Sheet 20 of 92

- 16.1 The Committee may give consents under this management statement at a Meeting, by agreement or correspondence between the Members (such agreement to be subsequently ratified at a Meeting) or an Emergency Meeting. Unless a clause states otherwise, the Committee may give consents under this management statement by resolution.

Conditional consent

- 16.2 The Committee may make conditions if it grants consent under this management statement

Revoking consent

- 16.3 The Committee may revoke its consent if the person who has been granted the consent does not comply with:
- 16.3.1 Conditions made by the committee when it is granted the consent; and
 - 16.3.2 The clause under which the Committee granted the consent

SP91436

ePlan

Sheet 21 of 92

Part 3 Rights and obligations of Members, Owners and Occupiers

17 What are the rights and obligations of Members?

General obligations

17.1 In addition to your obligations in the Management Act, Development Act and elsewhere in this management statement, if you are a Member you must:

- 17.1.1 act reasonably and in good faith in your dealings with the Committee, other Members, Owners and Occupiers;
- 17.1.2 promptly comply with your obligations under this management statement, the Management Act and the Development Act;
- 17.1.3 ensure, as far as is reasonable, that Shared Facilities are efficiently managed to a standard appropriate to its permitted uses;
- 17.1.4 promptly pay your Administrative Fund contributions and Sinking Fund contributions and other amounts you owe the Committee under this management statement;
- 17.1.5 effect and maintain the insurances required by the Management Act and this management statement;
- 17.1.6 ensure the Committee is properly constituted;
- 17.1.7 comply with your obligations under the architectural code (subject to any exemptions);
- 17.1.8 comply with decisions of the Committee; and
- 17.1.9 comply with any Rules.

Voting rights

17.2 If you are a Member, you have the right to vote at Meetings and Emergency Meetings according to part 4.

Shared Facilities

17.3 If you are a Member you must not interfere with Shared Facilities other than according to this management statement

SP91436

ePlan

Sheet 22 of 92

Maintenance requirements

- 17.4 Except for Shared Facilities and subject to this management statement, if you are a Member you must, at your cost:
- 17.4.1 maintain and keep in good repair the part of *17 Danks Street* which you own;
 - 17.4.2 maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of *17 Danks Street* which you own; and
 - 17.4.3 maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the manufacturer or the applicable Australian Standards.

Structural Adequacy

- 17.5 Members, Owners and Occupiers:
- 17.5.1 must maintain the structural adequacy of their part of *17 Danks Street* (unless the Committee is required to do so); and
 - 17.5.2 must not do anything to affect the structural adequacy of *17 Danks Street* (or any part of it).

Damage

- 17.6 If you are a Member you are liable for damage or loss you cause to the other Member, an Owner or an Occupier if you do or fail to do something under this management statement. However, your liability does not include damage or loss directly caused or contributed to by the Member, Owner or Occupier suffering the damage or loss.
- 17.7 In this clause 17.7, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

18 Appointing a Representative and a Substitute Representative

Appointment of Representatives

- 18.1 If you are a Member, you must appoint a Representative to represent and vote for you at Meetings and Emergency Meetings.

Appointment of Substitute Representatives

- 18.2 If you are a Member, you may appoint a Substitute Representative to represent you at Meetings and Emergency Meetings if your Representative cannot attend.

Eligibility for appointment

- 18.3 Representatives and Substitute Representatives must be natural persons.

Notice of appointment

SP91436

ePlan

Sheet 23 of 92

- 18.4 You must serve notice on the Committee when you appoint a Representative or Substitute Representative. The notice must contain the information in clause.

Appointments by Owners Corporations

- 18.5 If you are an Owners Corporation, you must appoint your Representatives and Substitute Representatives only according to the Development Act and, if applicable, the By-law for your Strata Scheme titled "Appointing a Representative and Substitute Representative".

Appointment Form

- 18.6 You must complete and serve on the Committee an Appointment Form if:
- 18.6.1 You appoint a Representative or a new Representative; or
 - 18.6.2 You appoint a Substitute Representative or a new Substitute Representative; or
 - 18.6.3 The Contact Details for your Representative or Sub Representative change.

When does an appointment become affective?

- 18.7 Your appointment of a Representative or a Substitute Representative takes effect upon resolution being passed by each Member and is for a minimum of two (2) years.

Proxies

- 18.8 You may authorise your Representative or Substitute Representative to appoint a proxy to represent and vote for you at Meetings and Emergency Meetings.

Appointing a new Representative or Substitute Representative

- 18.9 If you are a Member, you may appoint a new Representative or Substitute Representative at any time. You must serve notice on the Committee of the new appointment according to clause 29. The Representatives appointment will be effective immediately upon resolution being passed by each Member. The appointment of your previous Representative or Substitute Representative is terminated when the Committee receives your notice of the new appointment.

Acts by Representatives

- 18.10 Anything done for you by your Representative or Substitute Representative has the same effect as if you did it.

19 What are the obligations of Owners and Occupiers?

General obligations

SP91436

ePlan

Sheet 24 of 92

- 19.1 In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you must:
- 19.1.1 promptly comply with your obligations under this management statement, the Management Act and the Development Act;
 - 19.1.2 comply with decisions of the Committee; and
 - 19.1.3 comply with your obligations under the architectural code; and
 - 19.1.4 comply with Rules.

Specific obligations

19.2

- 19.2.1 In addition to your obligations elsewhere in this management statement, if you are an Owner or an Occupier you acknowledge and accept that *17 Danks Street Retail/Commercial* is to be used for commercial and retail purposes and you will make no objection, complaint or impose any restriction on development applications to confirm the use of any Lots as Retail or Commercial and whilst any of these Lots are being used for their lawful purpose.
- 19.2.2 You agree to also not make any objection, complaint or seek to impose any restriction on the use of any Lots as Retail or Commercial (including without limit the hours of trade and the sale of liquor) and whilst any of these Lots are being used for their lawful purpose.
- 19.2.3 Members shall ensure that this Management Statement is revised and updated at least once every five (5) years.

Shared Facilities

- 19.3 If you are an Owner or an Occupier, you must not interfere with Shared Facilities other than according to this management statement.

Damages

- 19.4 If you are an Owner or Occupier, you are liable for the damage or loss you cause to a Member, an Owner or an Occupier if you do or fail to do something under this management statement. However your liability does not include damage or loss caused or contributes to by the Member, Owner or Occupier suffering the damage or loss.

SP91436

ePlan

Sheet 25 of 92

20 The O.C meetings and By-Laws

Notices of Meetings

- 20.1 The O.C for *17 Danks Street* Apartments and the O.C for *17 Danks Street* Retail/Commercial respectively must give each Member notice of its general Meetings and Meetings of its executive Committee as if the Member receiving the notice is a Member of that O.C or its executive Committee but only if those meetings concern any Shared Facilities.

Attendance at Meetings

- 20.2 The O.C must allow the Representatives or Substitute Representatives of each other Member to:
- 20.2.1 attend its general Meetings and Meetings of its executive Committee; and
- 20.2.2 address Meetings in regard to matters affecting this management statement or that Member.

By-laws

- 20.3 The O.C for *17 Danks Street* Apartments and the O.C for *17 Danks Street* Retail/Commercial respectively must not make by-laws that are inconsistent with this management statement. If there is an inconsistency between the by-laws and this management statement, that O.C must amend the inconsistent by-law to make it consistent with this management statement.
- 20.4 The O.C for *17 Danks Street* Apartments and the O.C for *17 Danks Street* Retail/Commercial respectively must not make by-laws that have the effect that the travelling path of any lift to or from a floor of any Owner or Occupier is compromised, or access and egress from a lift servicing such Owner or Occupier to any car parking which services visitors of such Owner or Occupier is fettered in any way.
- 20.5 In particular, the O.C for *17 Danks Street* Apartments acknowledges and accepts that *17 Danks Street* Retail/Commercial is to be used for commercial and retail purposes and will make no objection, complaint or impose any restriction or seek to pass any by law or rule or minute contrary to these rights whilst *17 Danks Street* Retail/Commercial are being used for its lawful purposes and further acknowledges the following conditions:
- 20.5.1 *17 Danks Street* Retail/Commercial will be used by patrons of *17 Danks Street* including during the open hours current on registration of the plan of subdivision of *17 Danks Street*:
- Monday to Tuesday 7.00am to 10.00pm

SP91436

ePlan

Sheet 26 of 92

Wednesday, Thursday, Friday	7.00am to 12.00am
Saturday	7:00am to 12:00am
Sunday	7:00am to 11:00pm,

or such other hours approved under any development approval granted to any *17 Danks Street* Retail/Commercial Owner or Occupier, which hours are open to change on notice from time to time from any Owner, Occupier of *17 Danks Street* Retail/Commercial.

21 Architectural Code

Why have an Architectural Code

- 21.1 The purpose of the Architectural Code is to protect the architectural integrity of *17 Danks Street* by controlling the building works and the external appearance of *17 Danks Street*.

Who must comply with the architectural code.

- 21.2 The Owners and Occupiers of *17 Danks Street* Retail/Commercial and *17 Danks Street* Apartments must comply with the Architectural Code and obtain all consents required under it.
- 21.3 The Architectural Code does not apply to the Developer. This means that the Developer is not bound by the Architectural Code and may carry out building and other works in *17 Danks Street* without being required to obtain consent from the Committee.

Obligations before carrying out works

- 21.4 Before you carry out building or other works in *17 Danks Street*, you must obtain all necessary consents:
- 21.4.1 From the Committee and your O.C under the architectural code;
 - 21.4.2 From the O.C under the By-laws; and
 - 21.4.3 From government agencies

22 Development Works

Developer's rights

- 22.1 Without limiting the Developer's rights under clause 21 (Architectural Code), the Developer may carry out Development Work in *17 Danks Street* that otherwise comply with the Architectural Code and are not required to obtain consent from you or the Committee to do so.

SP91436

ePlan

Sheet 27 of 92

Consents from government agencies.

- 22.2 The Developer must obtain all necessary consents from government agencies to carry out the Development Works

Access Arrangements

- 22.3 The Developer may gain access to parts of *17 Danks Street* to carry out Development Works via Shared Facilities and Common Property. If the Developer requires access to your part of *17 Danks Street* to carry out Development Works:

22.3.1 The Developer must provide you with reasonable notice (except in an emergency)

22.3.2 You must act reasonably and provide the Developer with access.

The Developer will use its best endeavours to ensure such access does not unreasonably interfere with the business of any Owner or Occupier of *17 Danks Street* Retail/Commercial.

Works affecting Shared Facilities

- 22.4 The Developer may carry out Development Works to Shared Facilities. The Developer may as part of these Development Works:

22.4.1 Temporarily disconnect existing Shared Facilities

22.4.2 Relocate Shared Facilities

22.4.3 Complete Development Works on Shared Facilities not completed with the management statement is registered.

In addition to its obligation under Clause 22.3 the Developer must provide you with reasonable notice before it temporarily disconnects an existing Shared Facility which you are entitled to use (except in an emergency when no notice is required). The Developer will use its best endeavours to ensure such access does not unreasonably interfere with the business of any Owner or Occupier of *17 Danks Street* Retail/Commercial. In relation to air conditioning, no Development Works shall have the effect of over loading the maximum capacity of any condenser or other air conditioning equipment (as determined by the Developers consultants) to the detriment of existing Owners and Occupiers and the Developer shall require the consent of the Committee before effecting such works and provide a report certifying capacity and the ability of all equipment to service after completion of such works.

SP91436

ePlan

Sheet 28 of 92

Rectifying damage

- 22.5 The Developer must promptly rectify any damage it causes to your part of *17 Danks Street* as a result of carrying out Development Works.

Development Works application

- 22.6 The development does not need consent from you or the Committee to make Development Works applications to government agencies. However, if that consent is required by a Government Agency in order for the Developer to make an application, you and the Committee must promptly give consent.

Notice when Shared Facilities Complete

- 22.7 The Developer must notify the Committee promptly when it completes Development Works for a Shared Facility.

23 Rights of access

General requirement

- 23.1 When the Committee, Members, Owners and Occupiers exercise their rights to access parts of *17 Danks Street*, they must not interfere unreasonably with your lawful use of that area.

Access in an emergency

- 23.2 In an emergency you must give Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in your part of *17 Danks Street* necessary to exit *17 Danks Street*.

Access to Shared Facilities

- 23.3 You must give the Committee and other Members, Owners and Occupiers access to use, test, maintain, repair and replace Shared Facilities located in your part of *17 Danks Street* according to this management statement.

Notice requirements

- 23.4 Except in an emergency and subject to this management statement, the Committee, Members, Owners and Occupiers must give you reasonable notice before they require access to your part of *17 Danks Street* to maintain, repair or replace Shared Facilities.

When is access available?

- 23.5 Except in an emergency, the Committee, Members, Owners and Occupiers may gain access under this clause to your part of *17 Danks Street* only:
- 23.5.1 during the hours determined by this management statement or reasonably agreed to by you; and
 - 23.5.2 subject to this management statement, according to your reasonable requirements.

SP91436

ePlan

Sheet 29 of 92

Paying costs

- 23.6 Subject to this management statement, the Committee or a Member must pay all of their costs associated with them gaining access to parts of *17 Danks Street* under this clause.

Rectifying Damage

- 23.7 You must promptly rectify any damage you cause and leave the affected area of *17 Danks Street* clean and tidy when you exercise your rights of access and comply with your obligations under this clause.

24 Obligations for insurance

Public liability insurance

- 24.1 If you are a Member, you must effect public liability insurance with the same insurer appointed by the Committee for its public liability policy.

Machinery breakdown and contents

- 24.2 If you are a Member, you must effect with the insurer appointed by the Committee for its building policy:
- 24.2.1 machinery breakdown insurance for plant and equipment in your part of *17 Danks Street* that is not a shared facility and is not covered under warranty; and
 - 24.2.2 for the O.C, contents insurance for its Common Property.

Actions that may increase premiums

- 24.3 You must have consent from the Committee to do anything which might:
- 24.3.1 void or prejudice insurances effected by the Committee; or
 - 24.3.2 increase an insurance premium paid by the Committee.

Paying for additional premiums

- 24.4 If you do anything to increase an insurance premium paid by the Committee, you must pay the amount by which the premium is increased. The Committee may add the amount to your Administrative Fund contribution.

SP91436

ePlan

Sheet 30 of 92

Proceeds of building insurance claims

24.5 If you are a Member, you must:

24.5.1 Apply any payments you receive under a building policy effected by the Committee to rebuild or reinstate the damaged areas of your part of *17 Danks Street*; and

24.5.2 Rebuild or reinstate your part of *17 Danks Street* within a reasonable time.

25 Fire Safety Protection

What are your obligations

25.1 You must:

25.1.1 immediately notify the Committee of any defect in or damage to a Fire Safety Device which comes to your attention;

25.1.2 comply with laws about fire control; and

25.1.3 any Owner or Occupier that changes a lock on the entry door to an Apartment, Retail/ Commercial Suite or Stratum Lot which is a non-compliant lock must allow the Committee to replace the lock and seek recovery of costs from that Owner or Occupier.

Keeping flammable materials

25.2 You may keep flammable materials in your Apartment, Retail/ Commercial Suite or Stratum Lot (but not in a car space) provided that you:

25.2.1 use them in connection with the lawful use of your Apartment, Retail/ Commercial Suite or Stratum Lot; and

25.2.2 keep them in reasonable quantities according to the guidelines of Government Agencies.

Restrictions about fire safety

25.3 You must not:

25.3.1 interfere with, obstruct or damage Fire Safety Devices; or

25.3.2 do anything that will activate a Fire Safety Device unless there is a fire or other emergency in *17 Danks Street*; or

25.3.3 keep flammable materials on Common Property or a Shared Facility unless that material forms part of the operation of the Shared Facility.

SP91436

ePlan

Sheet 31 of 92

26 Selling Activities

Developers Rights

- 26.1 The Developer may carry out Selling Activities in *17 Danks Street* and is not required to obtain consent from you or the Committee to do so. The Developer may exercise its rights under this clause 26 while it is (or has the authority of) the Owner of an Apartment, Retail/ Commercial Suite or Stratum Lot. In exercising such rights the Developer shall use its best endeavours not to interfere with the business of any Owner or Occupier of *17 Danks Street* Retail/Commercial.

Consents from Government Agencies

- 26.2 The Developer must obtain all necessary consents (if any) from Government Agencies to carry out Selling Activities.

Access Arrangements

26.3

- 26.3.1 The Developer may gain access to parts of *17 Danks Street* necessary, in the opinion of the Developer acting reasonably, to carry out Selling Activities via Common Property and Shared Facilities.
- 26.3.2 Except in an emergency the Developer must give the Committee reasonable notice before requiring such access seeking consent, such consent not to be unreasonable withheld.

Rectifying damage

- 26.4 The Developer must promptly rectify any damage it causes to your part of *17 Danks Street* as a result of carrying out Selling Activities.

Selling Activities Applications

- 26.5 The Developer does not need consent from you or the Committee to make Selling Activities Applications to Government Agencies. However, if that consent is required by a Government Agency (or otherwise) in order for the Developer to make an application, you and the Committee must promptly give consent.

27 Inspecting the books and records of the Committee

Who is entitled to inspect the books and records?

- 27.1 You may inspect the books and records of the Committee if you are a Member (or a person authorised in writing by a Member).

What is the procedure?

- 27.2 The procedure for inspecting the books and records of the Committee is:

SP91436

ePlan

Sheet 32 of 92

- 27.2.1 the applicant must apply in writing to the Secretary; and
- 27.2.2 the applicant must pay the Committee an inspection fee of \$20 for the first hour of the inspection and \$10 for each half hour after that (or other amounts the Management Act requires for the inspection of the books and records of an O.C).

Time for the inspection

- 27.3 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.

Taking copies of records

- 27.4 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.

28 Obtaining an Outstanding Levy Certificate

Who may apply for a certificate?

- 28.1 If you are a Member, you or a person authorised in writing by you may apply for an Outstanding Levy Certificate.

Procedure to obtain a certificate

- 28.2 The procedure for obtaining an Outstanding Levy Certificate is:
 - 28.2.1 the applicant must apply in writing to the Treasurer; and
 - 28.2.2 the applicant must pay the Committee a fee of \$100 (or, subject to the provisions of the Management Act. such other amount the Committee acting reasonably requires).

Information to be included in a certificate

- 28.3 The Treasurer must include in an Outstanding Levy Certificate the following information in relation to the Member specified in the application:
 - 28.3.1 the amount of the regular periodic Administrative Fund contributions and the periods for which the contributions are payable;
 - 28.3.2 the amount of the regular periodic Sinking Fund contributions and the period for which the contributions are payable;
 - 28.3.3 the amount of any unpaid Administrative Fund contributions or Sinking Fund contributions;

SP91436

ePlan

Sheet 33 of 92

- 28.3.4 any amount recoverable for work carried out by the Committee according to clause 10;
- 28.3.5 any amount and rate of interest payable to the Committee under this management statement; and
- 28.3.6 any other information the Committee instructs the Treasurer to include in the Outstanding Levy Certificate.

When must the certificate be given?

- 28.4 The Treasurer must provide an Outstanding Levy Certificate within 10 Business Days after receiving an application.

Certificate is evidence of matters in it

- 28.5 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 *17 Danks Street*.

29 What contact details must you provide to the Committee?

- 29.3 If you are a Member, you must provide the Committee with the following contact details:
 - 29.3.1 your Current Address and the Current Addresses for your Representative and Substitute Representative including email addresses;
 - 29.3.2 for an O.C, the name, telephone number, Current Address and email address of your strata managing agent.

SP91436

ePlan

Sheet 34 of 92

Part 4 Meeting procedures and resolutions

30 Meetings of the Committee

Types of Meetings

30.1 There are two types of Meetings of the Committee:

30.1.1 Meetings; and

30.1.2 Emergency Meetings.

Meetings

30.2 The Committee may deal with matters which require a Resolution or a Unanimous Resolution at a meeting. The Committee must convene a Meeting if:

30.2.1 the Committee resolves to hold the Meeting;

30.2.2 the Strata Manager resolves to convene the Meeting (if the Committee has delegated that function to the Strata Manager);

30.2.3 one Member makes a written request to the Committee to convene a Meeting;

30.2.4 it is necessary to appoint a replacement Officer; or

30.2.5 at least every 12 months (starting from the date that is 12 months after the first meeting of the Committee).

Emergency Meetings

30.3 The Committee may deal with matters which require a resolution at an Emergency Meeting. The Committee may convene an Emergency Meeting:

30.3.1 if there is an emergency or other urgent matter which must be determined by the Committee; and

30.3.2 if, in the reasonable opinion of the person convening the Emergency Meeting, the circumstances of the emergency are such that it is impractical to wait the required notice period for a Meeting.

SP91436

ePlan

Sheet 35 of 92

Who convenes Meetings?

- 30.4 A Meeting or an Emergency Meeting may be convened by:
- 30.4.1 the Secretary;
 - 30.4.2 another Officer if the Secretary is absent or unable to convene the Meeting; or
 - 30.4.3 any Member of the Committee; or
 - 30.4.4 the Strata Manager (if the Committee has delegated that function to the Strata Manager),

31 Notices and agendas for Meetings

Information to be included in the notice

- 31.1 Subject to this clause, if you convene a Meeting or an Emergency Meeting you must give each Member a notice of the Meeting which includes:
- 31.1.1 the time, date and venue of the Meeting or Emergency Meeting; and
 - 31.1.2 an agenda for the Meeting or Emergency Meeting.

Agenda for a Meeting

- 31.2 The agenda for a Meeting must:
- 31.2.1 include the terms of motions for Resolution and Unanimous Resolution the Committee will deal with at the Meeting. The Committee cannot deal with business that is not on the agenda;
 - 31.2.2 clearly identify which motions require resolutions and which require Unanimous Resolutions;
 - 31.2.3 include motions which Members have requested the Committee in writing to include on the agenda for the next Meeting;
 - 31.2.4 be accompanied by a copy of the minutes of the last Meeting; and
 - 31.2.5 include a motion to adopt the minutes of the last Meeting and Emergency Meeting.

No Voting on matters not on the Agenda

- 31.3 The Committee cannot vote on matters that are not on the agenda for a Meeting.

Agenda for an Emergency Meeting

- 31.4 The agenda for an Emergency Meeting must:
- 31.4.1 include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and

SP91436

ePlan

Sheet 36 of 92

- 31.4.2 include the terms of the motions for resolutions to take the actions proposed to deal with the emergency.

Information to be included in the notice of a Meeting to consider levy contributions

31.5 If you convene a Meeting to determine Administrative Fund contributions or Sinking Fund contributions, you must include with the notice of the Meeting:

- 31.5.1 the Budgets prepared by the Committee according to clause 39;
- 31.5.2 the current audit report prepared by the Committee according to clause 41 if required by legislation; and
- 31.5.3 the current audited financial statement prepared by the Committee according to clause 41 if required by legislation.

32 How to give notice of a Meeting

How much notice is required for a Meeting?

32.1 If you convene a Meeting, you must give each Member at least 5 Business Days' notice of a Meeting.

How to serve notice of a Meeting

32.2 If you convene a Meeting, you must serve notice of the Meeting on each Member notice by sending it to:

- 32.2.1 Delivering it personally to the Member
- 32.2.2 the Current Address of the Member;
- 32.2.3 the current email address of the Member; or
- 32.2.4 a combination of the above methods.

Giving notice of an Emergency Meeting

32.3 If you convene an Emergency Meeting, you may:

- 32.3.1 give each Member notice of the Emergency Meeting by email or telephone; and
- 32.3.2 give the amount of notice of the Emergency Meeting reasonably determined by you in the circumstances.

Notices for Emergency Meetings

32.4 If you convene an Emergency Meeting, you must serve notice of the Emergency Meeting:

- 32.4.1 personally to the Representative of the Member;

SP91436

ePlan

Sheet 37 of 92

- 32.4.2 contacting the Representative of the Member on their current telephone number and reading them the notice for the Emergency Meeting; or
- 32.4.3 a combination of the above methods.

33 Procedures for holding Meetings

Conducting a Meeting or Emergency Meeting

- 33.1 Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulated Meetings and Emergency Meetings as it thinks fit.

Quorum for a Meeting

- 33.2 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 at least two (2) of the Representatives or Substitute Representatives of each Member.

Failure to obtain a quorum

- 33.3 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.

Notice of adjourned Meetings

- 33.4 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 at least two Business Days before the adjourned Meeting or Emergency Meeting is due to be held.

Quorums at adjourned Meetings

- 33.5 A quorum at an adjourned Meeting or Emergency Meeting is:
 - 33.5.1 two (2) Representatives or two (2) Substitute Representatives of at least two Members; or
 - 33.5.2 the Representatives or Substitute Representatives present at the Meeting or Emergency Meeting within 15 minutes after the Meeting is due to commence.

Attendance at a Meeting

- 33.6 An Owner or Occupier may attend a Meeting. However, they may address the Meeting only with the consent of the Committee.

Special provisions for Meetings held in writing

- 33.7 The Committee may hold a Meeting in writing and Representatives and Substitute Representatives may vote in writing if:
- 33.7.1 the person who convenes the Meeting serves notice of the Meeting according to this management statement;
 - 33.7.2 the person who convenes the Meeting provides each Member with a voting paper with the notice for the Meeting; and
 - 33.7.3 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.

How to cast a vote at an Emergency Meeting

- 33.8 A Member may cast a vote at an Emergency Meeting:
- 33.8.1 by telephone or email to the current telephone numbers or email address of the person who convened the Emergency Meeting;
 - 33.8.2 personally to the person who convened the Emergency Meeting; or
 - 33.8.3 by post to the Current Address of the person who convened the Emergency Meeting.

Minutes of Meetings

- 33.9 If you convene a Meeting or an Emergency Meeting, you must distribute minutes of the Meeting to each Member within ten Business Days after the Meeting.

Meetings by Teleconference

- 33.10 A Meeting or an Emergency Meeting may be held by teleconference (including without limit Skype or other type voice or electronic communication method available from time to time) or resolutions passed by the signing of a minute duly circulated to all Representatives or Substitute Representatives of each Member.

SP91436

ePlan

Sheet 39 of 92

34 Voting rights of Members

Voting rights of Members

34.1 Subject to this clause, you are entitled to vote at Meetings and Emergency Meetings only if you are a Member Entitled to Vote. Your vote may be cast by:

34.1.1 you (if you are a natural person); or

34.1.2 your Representative or Substitute Representative.

How many votes does each Member have?

34.2 Subject to this clause, each Member has the following number of votes:

34.2.1 the O.C for *17 Danks Street* Apartments, one vote; and

34.2.2 the O.C of *17 Danks Street* Retail/Commercial , one vote.

Types of resolutions

34.3 All resolutions at Meetings are Unanimous Resolutions. Emergency Meetings may only deal with matters which require a resolution.

Instructions by a Member

34.4 A Representative or Substitute Representative for a Member Entitled to Vote must vote at a Meeting or an Emergency Meeting according to any instructions by the Member which appointed them.

Instructions by an O.C

34.5 The executive Committee of a Member may give instructions to the Representative or Substitute Representative of that Member about the way in which the Representative or Substitute Representative must vote at a Meeting or an Emergency Meeting.

Restrictions on voting

34.6 The following restrictions apply to voting at Meetings and Emergency Meetings:

34.6.1 the Chairperson does not have a casting vote; and

SP91436

ePlan

Sheet 40 of 92

34.6.2 the Strata Manager does not have a vote unless they are a Representative or a Substitute Representative of a Member.

35 Resolutions at Meetings and Emergency Meetings

What is a resolution?

35.1 Resolutions relate to administrative and other matters which affect Shared Facilities.

Who may vote on a matter requiring a resolution?

35.2 You are entitled to vote on a resolution if you are a Member Entitled to Vote.

When is a resolution passed?

35.3 A resolution is decided according to the majority of Members entitled to vote voting for or against the motion.

Matters decided by resolution

35.4 The matters which the Committee may determine by resolution are:

35.4.1 appointing or terminating the appointment of the Strata Manager;

35.4.2 appointing or terminating the appointment of a Facilities Manager;

35.4.3 appointing or terminating the appointment of a Service Provider (or the agent of the Committee);

35.4.4 effecting insurances;

35.4.5 establishing the Administrative Fund and determining contributions for that fund;

35.4.6 establishing the Sinking Fund and determining contributions for that fund;

35.4.7 resolving any other matter which does not require a Unanimous Resolution; and

35.4.8 any other matter required by relevant legislation.

SP91436

ePlan

Sheet 41 of 92

36 Unanimous Resolutions at Meetings

Purpose of Unanimous Resolutions

- 36.1 Subject to this clause, Unanimous Resolutions generally relate to dealings with Shared Facilities.

Who may vote on a Unanimous Resolution?

- 36.2 You are entitled to vote on a Unanimous Resolution if you are a Member Entitled to Vote.

When is a Unanimous Resolution passed?

- 36.3 A motion which requires a Unanimous Resolution is passed if no Member Entitled to Vote on the motion votes against the motion.

Matters decided by Unanimous Resolution

- 36.4 The matters which the Committee may determine only by Unanimous Resolution are:
- 36.4.1 amending, adding to or repealing all or part of this management statement;
 - 36.4.2 repaying surplus Administrative Fund or Sinking Fund contributions;
 - 36.4.3 adding to, extending or removing a shared facility according to clause 48; and
 - 36.4.4 amending, adding to or repealing a clause about the division of costs for Shared Facilities according to clause 49;
 - 36.4.5 Any other matters which, according to this management statement, the Committee must determine by Unanimous Resolution.

SP91436

ePlan

Sheet 42 of 92

Part 5 Financial management

37 What funds must the Committee establish?

Administrative Fund

- 37.1 The Committee must establish an Administrative Fund within one month after this management statement is registered. The Committee must use the Administrative Fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Sinking Fund costs.

Sinking Fund

- 37.2 The Committee must establish a Sinking Fund within one month after this management statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of Shared Facilities.

38 Financial Years

First Financial Year

- 38.1 The first Financial Year of the Committee:
- 38.1.1 commences on the date of registration of this management statement; and
 - 38.1.2 ends on the date resolved by the Committee (which must not be more than 18 months after the date of registration of this management statement).

Subsequent Financial Years

- 38.2 Subsequent Financial Years:
- 38.2.1 commence at the expiration of the previous Financial Year; and
 - 38.2.2 end on the date resolved by the Committee (which must not be more than 18 months after the expiration of the last Financial Year).

39 Preparing Budgets

When to prepare Budgets

SP91436

ePlan

Sheet 43 of 92

- 39.1 The Committee will instruct the Strata Manager and Facilities Manager to prepare an Administrative Fund Budgets and a Sinking Fund Budgets for each Financial Year, no later than one month before the end of the Financial Year, for the approval of the Committee.

What information must be included in a Budget?

- 39.2 A Budgets must show:

39.2.1 how much money the Committee will need during the Financial Year for its Administrative Fund and Sinking Fund;

39.2.2 income the Committee knows it will receive in the Financial Year for the Administrative Fund and the Sinking Fund;

39.2.3 the proportion which each Member must contribute to each shared facility for the Financial Year; and

39.2.4 the amount of the proportion which each Member must contribute to each shared facility for the Financial Year.

How much to Budgets?

- 39.3 The Committee must Budgets enough money to comply with its obligations under this management statement, the Management Act and the Development Act

40 Determining contributions

Levying Members

- 40.1 The Committee must levy Members the contributions it will need for its Administrative Fund and Sinking Fund for each Financial Year.

What proportion of costs must you pay?

- 40.2 If you are a Member, the proportion of Administrative Fund and Sinking Fund contributions you must pay is in Schedule 1.

Procedures for determining contributions

- 40.3 When the Committee determines Administrative Fund and Sinking Fund contributions, it must determine:

SP91436

ePlan

Sheet 44 of 92

40.3.1 whether you must pay the contributions in a lump sum or by instalments; and

40.3.2 the dates on which you must pay your contributions (eg monthly or quarterly).

Determining the amount of contributions

40.4 Subject to clause 40.7 about determining contributions at an Emergency Meeting, the Committee may determine contributions by resolution. The amount of contributions:

40.4.1 for the Administrative Fund, must be the amount determined by the Committee in the Budgets for the Administrative Fund under clause 39; and

40.4.2 for the Sinking Fund, must be the amount determined by the Committee in the Budgets for the Sinking Fund under clause 39.

Insufficient funds

40.5 Subject to clause 40.7 about determining contributions at an Emergency Meeting, the Committee must determine:

40.5.1 additional contributions to the Administrative Fund if it cannot (or will not be able to) pay its Administrative Fund debts during the current Financial Year; and

40.5.2 additional contributions to the Sinking Fund if it cannot (or will not be able to) pay its Sinking Fund debts during the current Financial Year.

40.6 Before the Committee determines an additional contribution, it must prepare and adopt a Budget for the period covered by the additional contribution. The Budgets must contain the information required in clause 39. The Committee may approve the Budgets by resolution.

Determining contributions at an Emergency Meeting

40.7 If the Committee must raise an Administrative Fund or Sinking Fund contribution at an Emergency Meeting, the Committee may dispense with the need to prepare a Budgets for the contribution. The Committee may determine and levy the contribution by resolution.

Changing the apportionment of costs for Shared Facilities.

40.8 The Committee may amend clauses 40.2 (What proportion of costs must you pay) only by Unanimous Resolution.

SP91436

ePlan

Sheet 45 of 92

41 Preparing financial statements

Obligations of the Committee

41.1 At the end of each Financial Year, the Committee must:

- 41.1.1 have its accounts audited by a qualified auditor if required by relevant legislation; and
- 41.1.2 prepare a financial statement for each of its accounts for that Financial Year.

Periods for financial statements

41.2 The Committee must prepare a financial statement for each of its accounts for the previous Financial Year within two months before the next contribution period starts.

Information to be included in a financial statement

41.3 A financial statement must show for each of the Administrative Fund and the Sinking Fund:

- 41.3.1 a statement of income and expenditure during the Financial Year;
- 41.3.2 the balance carried forward from the Financial Year;
- 41.3.3 particulars and amounts of each item of income during the Financial Year;
- 41.3.4 particulars and amounts of each item of expenditure during the Financial Year;
- 41.3.5 the cash in the fund at the end of the Financial Year;
- 41.3.6 the balance of the fund at the end of the Financial Year;
- 41.3.7 contribution arrears for each Member at the end of the Financial Year;
- 41.3.8 the amount of credit or debit in the fund at the end of the Financial Year; and
- 41.3.9 other relevant information.

42 Paying contributions

Notices of contributions

42.1 Subject to this clause, the Committee must give you at least 20 Business Days' notice before your Administrative Fund or Sinking Fund contribution are due. The notice must be in writing and must show for each of the Administrative Fund and Sinking Fund:

SP91436

ePlan

Sheet 46 of 92

- 42.1.1 the total contribution to be raised;
- 42.1.2 the portion of the contribution which you must pay; and
- 42.1.3 the date you must make the payment.

Raising funds in an emergency

- 42.2 If the Committee has to raise funds in an emergency, it may give you less than 20 Business Days' notice of the contribution.

43 Banking money and interest on accounts

Establishing a bank account

- 43.1 The Committee must:
 - 43.1.1 establish and maintain a bank or building society account or accounts in the names of the Members; and
 - 43.1.2 deposit all contributions and other money paid to the Committee into its bank or building society accounts.

Withdrawing money

- 43.2 The Committee may withdraw money from its accounts only to meet its obligations under or arising from this management statement, the Management Act or the Development Act.

Trust account

- 43.3 Subject to clause 43.4, if the Committee appoints a Strata Manager the Committee may require the Strata Manager to deposit and hold its funds in a trust account established under the Property Stock and Business Agents Act 1941 (NSW) or relevant legislation replacing that Act.

Interest bearing accounts

- 43.4 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:
 - 43.4.1 credit it to one of the accounts of the Committee; or
 - 43A2 pay it to the Members according to clause 41.

44 Late payments

Interest

- 44.1 If you are a Member, you must:
 - 44.1.1 pay the Committee interest on any amount you owe the

SP91436

ePlan

Sheet 47 of 92

Committee under this management statement but do not pay on time; and

- 44.1.2 pay interest from (and including) the date on which the payment was due until the date it was paid.

Calculating interest

- 44.2 The Committee must calculate interest on daily balances at the rate equal to 10% per annum.

Certificates about interest rates

- 44.3 A certificate about interest rates given to you by the bank or building society of the Committee is conclusive evidence of the interest rate in clause 44.2.

Recovering unpaid contributions

- 44.4 The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.

Relieving Members of Interest

- 44.5 The Committee may by Resolution at a properly convened meeting resolve to waive interest owing by a Member on an outstanding levy to the administrative fund or sinking fund.

45 Dealing with surplus funds

Distributing surplus funds

If there is surplus money in the Administrative Fund or Sinking Fund at the end of a Financial Year, the Committee may but is not obliged to distribute it between the Members in shares decided by the Committee according to this clause. The Committee may also move surplus Administrative Funds to the Sinking Fund at the end of the Financial Year.

Considerations

- 45.2 When deciding the shares for the distribution of surplus money according to this clause, the Committee must have proper regard (as far as practicable) to the proportions in which each Member contributed to the surplus funds.

Unanimous Resolution

- 45.3 The Committee may decide to distribute surplus funds under this clause only by Unanimous Resolution.

46 Paying Contributions when there is a Dispute

What are your obligations?

SP91436

ePlan

Sheet 48 of 92

- 46.1 You are not excused from paying your Administrative Fund contributions, Sinking Fund contributions or other amounts you owe the Committee under this management statement because you have a Dispute or a disagreement with the Committee (eg a Dispute about the amount of a payment).

Continuing payments

- 46.2 If you have a Dispute or disagreement with the Committee about the amount of Administrative Fund or Sinking Fund contributions you must pay, you must continue to pay your contributions at the rate determined according to this management statement. After the Dispute is resolved, you and the Committee must pay each other any necessary adjustments.

Your rights are not affected

- 46.3 Your rights against the Committee are not affected if you continue to pay Administrative Fund and Sinking Fund contributions according to clause 46.2.

SP91436

ePlan

Sheet 49 of 92

Part 6 Shared Facilities

47 Overview of Shared Facilities

What are they?

47.1 There are a number of facilities and services in *17 Danks Street* which are:

47.1.1 Used by the Members; or

47.1.2 located on the Land of a Member but used by another Member.

These facilities and services are called Shared Facilities and are described in the Dictionary in Part 8, in Schedule 1 and shown in the Shared Facilities Plan.

What do Shared Facilities Include?

47.2 Shared Facilities and costs for Shared Facilities include, but are not limited to:

47.2.1 the Shared Facilities described in Schedule 1 ("List of Shared Facilities); and

47.2.2 plant and equipment which constitute a shared facility;

47.2.3 pipes, wires, cables and ducts which are connected to or form part of a shared facility but excluding and of those things which exclusively service a Members part of *17 Danks Street*.

47.2.4 any rooms or areas in which Shared Facilities are located

47.2.5 the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

47.2.6 parts of consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

47.2.7 labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;

47.2.8 the inspection of Shared Facilities (if applicable) by a Government Agency;

47.2.9 the certification of Shared Facilities for the purpose of the law.

Rights and obligations of the Committee

47.3 Subject to this management statement, the Committee must operate, manage, control, maintain, repair and replace Shared Facilities. The Committee may appoint and contract with parties to perform its functions in relation to Shared Facilities. See clause 6 for more information.

Who may use Shared Facilities?

SP91436

ePlan

Sheet 50 of 92

- 47.4 This management statement may specify which Members and other persons are entitled to use and enjoy a shared facility or may restrict use of a shared facility. If the enjoyment or use of a shared facility is not restricted, the shared facility is available for use and enjoyment by each Member, Owner and Occupier according to this management statement.

How to apportion costs for Shared Facilities

- 47.5 Schedule 1 sets out how much each Member must contribute towards the costs of Shared Facilities. The Committee must charge Members for Shared Facilities according to Schedule 1. If Schedule 1 does not make a provision for a charge, then the Committee may determine the charge by Unanimous Resolution.

Obligations of Members to pay for Shared Facilities

- 47.6 If you are a Member, you must pay your proportion of the costs for Shared Facilities according to Schedule 1 (or according to the determination of the Committee if there is no provision in Schedule 1 for that cost).

Appointment of Member to pay insurance costs and reimbursement of that Member

- 47.6.1 If allowed by relevant legislation, the Committee may appoint the O.C of both *17 Danks Street Apartments* and *17 Danks Street Retail/Commercial* to pay the costs of any shared facility in the nature of insurance or costs related to insurance, by way of inclusion of that shared facility insurance cost or premiums within that Members insurance policy for the building comprised in the *17 Danks Street Apartments* or *17 Danks Street Retail/Commercial*;
- 47.6.2 If the Committee appoints the O.C of *17 Danks Street Apartments* or to *17 Danks Street Retail/Commercial* to include the insurance portion of any shared facility within its insurance of the building or part of it comprising the *17 Danks Street Apartments* or *Retail/Commercial* , then the Member appointed may request the Committee to appoint a recognised expert in the area of insurance cost assessment to assess the portion of the Member's insurance costs or premiums in relation to the relevant shared facility to which the relevant premium applies;

48 Changing and adding to Shared Facilities

Powers of the Committee

- 48.1 The Committee may, by Unanimous Resolution:
- 48.1.1 add Shared Facilities if it identifies new Shared Facilities;
 - 48.1.2 create new Shared Facilities;
 - 48.1.3 change existing Shared Facilities;
 - 48.1.4 change the use of existing Shared Facilities;

SP91436

ePlan

Sheet 51 of 92

- 48.1.5 modify or replace existing Shared Facilities;
- 48.1.6 extend Shared Facilities;
- 48.1.7 determine a charge for a shared facility where Schedule 2 does not make provision for a charge; or
- 48.1.8 Remove redundant Shared Facilities.

Rights of the Developer

- 48.2 If during or upon completion of the Development Works the Developer adds any other Shared Facilities which are not identified in schedule 1 at the date this management statement is registered, then the contributions for any additional Shared Facilities will be in the proportions determined by the Developer acting reasonable. The Committee must adopt or vary the proportions so determined by a Unanimous Resolution.

Obligations of Members

- 48.3 If you are a Member, you must agree to amend Schedule 1 and Schedule 2 to reflect anything the Committee resolves to do under this clause.

49 Changing the costs for Shared Facilities

Powers of the Committee

- 49.1 Subject to this clause, the Committee may, by Unanimous Resolution, change costs, add new costs or adjust the division of costs for Shared Facilities in Schedule 1.

Reason for exercising powers

- 49.2 The Committee may change the costs, add new costs or adjust the division of costs for Shared Facilities only if:
 - 49.2.1 the costs for Shared Facilities will be more fairly divided; and
 - 49.2.2 the fairness of the division of costs is supported by at least one expert consultant report (unless all Members agree to waive this requirement).

What must occur before power can be exercised?

- 49.3 Before the Committee changes the cost, adds new costs or adjusts the division of costs for Shared Facilities, at least one of the following must occur:
 - 49.3.1 the Committee has resolved to deal with the shared facility under clause 48,
 - 49.3.2 *17 Danks Street* changes;

SP91436

ePlan

Sheet 52 of 92

- 49.3.3 the Committee identifies new Shared Facilities;
- 49.3.4 the use of Shared Facilities changes;
- 49.3.5 Shared Facilities are repaired, modified or replaced;
- 49.3.6 A Shared Facility is removed; or
- 49.3.7 anything else happens which affects the costs of Shared Facilities.

Obligations of Members

- 49.4 If you are a Member, you must agree to amend Schedule 1 and Schedule 2 to reflect anything the Committee resolves to do under this clause.

50 Using approved contractors

Overview

- 50.1 Many of the Shared Facilities in *17 Danks Street* are highly technical and affect other components in the development. As a result:
 - 50.1.1 Shared Facilities, building works and services must be maintained to a high standard; and
 - 50.1.2 only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities.

Obligations of the Committee

- 50.2 The Committee must:
 - 50.2.1 appoint and make sure that contractors approved by it are always available to maintain Shared Facilities and do structural building works; and
 - 50.2.2 give each Member a list of current approved contractors.
- 50.3 The Committee may make a decision to approve a contractor in its absolute discretion.

Obligations of Members, Owners and Occupiers

- 50.4 You must use approved contractors for all work described in this clause.

51 Damage to Shared Facilities

- 51.1 You must:
 - 51.1.1 use Shared Facilities only for their intended purposes;
 - 51.1.2 immediately notify the Committee if you know about damage to or a

SP91436

ePlan

Sheet 53 of 92

defect in a shared facility; and

- 51.1.3 compensate the Committee for any damage to Shared Facilities caused by you, your visitors or persons doing work in 17 Danks Street on your behalf.

Some Prohibitions

- 51.2 You must not interfere with Shared Facilities other than according to this management statement or the Easements.

Damage deposit

- 51.3 Any contractor working at *17 Danks Street*, whether or not they are working on Shared Facilities, must deposit with the Committee a damage deposit of \$300 which is refundable if no damage has been caused to *17 Danks Street* or no rubbish has been left on *17 Danks Street* following completion of works.

Damage responsibility

- 51.4 Any Owner or Occupier which solely causes or contributes to damage to any part of *17 Danks Street*, whether or not they are Shared Facilities, will solely be responsible for such damage.

52 Security control at 17 Danks Street

An integrated security system

- 52.1 Security at *17 Danks Street* is important to all Members, Owners and Occupiers. To maintain an integrated security system, this management statement regulates access and security issues and the use of security equipment (eg the provision of Security Keys).

Restricting access to parts of 17 Danks Street

- 52.2 Subject to this clause 52.2, the Committee may:
 - 52.2.1 close off or restrict your access to parts of *17 Danks Street* which you do not require access to get to your lot, Apartment or Retail Lot;
 - 52.2.2 subject to this management statement, restrict access to Shared Facilities; and
 - 52.2.3 secure doors or gates in *17 Danks Street* between the hours it determines are appropriate to preserve the security of *17 Danks Street* and to protect Members, Owners, Occupiers and their property;
 - 52.2.4 Allow security personnel to use part of Common Property to operate or monitor security for *17 Danks Street*. The Committee may exclude you from using these parts of *17 Danks Street*;
 - 52.2.5 Make arrangements with another party(eg Facilities Manager) to

SP91436

ePlan

Sheet 54 of 92

exercise its functions under this management statement. The agreements may have provisions requiring you to pay the other party an administrative fee.

Provision of Security Keys

- 52.3 The Committee must provide:
 - 52.3.1 each Member with a Security Key to access their component of *17 Danks Street*;
 - 52.3.2 each Owner and Occupier with a Security Key to access their Apartment or Retail Lot (but only if that access is controlled by the integrated security system for *17 Danks Street*); and
 - 52.3.3 each Member, Owner and Occupier with a Security Key to access Shared Facilities which they are entitled to use.
- 52.4 The Committee must deactivate unused access cards or equipment immediately upon becoming aware of such non-use.
- 52.5 The Committee must conduct an annual audit of all access systems.

Charging fees for Security Keys

- 52.6 The Committee may charge you a fee or bond if they want additional or replacement Security Keys. The cost to replace a Security Key is that determined by the Committee from time to time and is not refundable.

Your rights and obligations

- 52.7 You must:
 - 52.7.1 take all reasonable steps not to lose Security Keys;
 - 52.7.2 return Security Keys to the Committee if you do not need them or are no longer a Member, Owner or Occupier;
 - 52.7.3 notify the Committee immediately if you lose a Security Key; and
 - 52.7.4 comply with the reasonable instructions of the Committee about Security Keys and, in particular, about re-coding and returning Security Keys.
- 52.8 You must not:
 - 52.8.1 copy a Security Key;
 - 52.8.2 give a Security Key to someone who is not a Member, an Owner or an Occupier;
 - 52.8.3 interfere with or shut down any part of the integrated access system for *17 Danks Street* without consent from the Committee; or

SP91436

ePlan

Sheet 55 of 92

52.8.4 if an O.C, restrict access to Common Property or Shared Facilities in *17 Danks Street* without consent from the Committee;

52.8.5 Do anything that might prejudice the security of *17 Danks Street*.

Who owns Security Keys?

52.9 Security Keys belong to the Committee.

Leasing Procedure

52.10 If you lease your Apartment or commercial suite you must include a requirement in the lease or licence that the Occupier returns Security Keys to the Committee when they no longer occupy the Apartment or Retail/ commercial suite. Copies of all leases, licences and residential tenancy agreements must be provided to the Facilities Manager or Committee.

Managing the Security Key system

52.11 The Committee has the power to:

52.11.1 re-code Security Keys; and

52.11.2 require you to promptly return your Security Keys to the Committee to be re-coded.

52.12 The Committee has the power to enter into agreements with third parties about the provision and management of Security Keys and the management of security systems generally.

Annual Audit

52.13 The Committee may carry out an annual audit of Security Keys held by Owners and Occupiers.

53 Garbage Holding and Compaction Area

53.1 The Garbage Holding and Compaction Area is available for use by Owners and Occupiers of *17 Danks Street* Retail/Commercial.

53.2 If you are entitled to use the garbage holding and compaction area you must use it only for the temporary storage of garbage and recyclable material prior to collection by council or a garbage removalist. If you are an Owner or Occupier of a *17 Danks Street* Retail/Commercial lot you must at your cost:

53.2.1 Store your garbage and recyclable material in the garbage holding compaction area in clean and sanitary bins which you must provide; and

53.2.2 Arrange for your garbage and recyclable bins and materials to be removed from your commercial suite or stratum lot and placed in the

SP91436

ePlan

Sheet 56 of 92

garbage holding and compaction area.

- 53.2.3 Return your garbage and recyclable bins to your lot within 24 hours after your garbage and recyclable materials have been removed from *17 Danks Street*

54 Residential Garbage storage and removal

Overview

- 54.1 Garbage storage and removal for the *17 Danks Street* Apartments works like this:
 - 54.1.1 Owners and Occupiers of Apartments place their house hold garbage into the residential garbage chutes located on each level of the building.
 - 54.1.2 The OC *17 Danks Street* Apartments stores the household garbage and recyclable materials in the garbage storage room in clean and sanitary bins;
 - 54.1.3 the residential garbage storage room is located within the *17 Danks Street* Apartments residential strata scheme.
 - 54.1.4 Residential bins must only be placed in that part of the bin store room area nominated for collections of residential garbage and recyclable materials by the Committee from time to time.
 - 54.1.5 The *17 Danks Street* Apartment garbage and recyclable material will be collected by Council or a garbage removalist from the Garbage Storage room or as agreed with Council.

Requirements in By-laws

- 54.2 The By-laws for the *17 Danks Street* Apartments strata scheme may provide for the storage and disposal of garbage and recyclable materials in those strata schemes. The provisions in the clause apply in addition to the provisions in the By-laws.

Obligations of the O.Cs

- 54.3 Each O.C (at their cost):
 - 54.3.1 maintain, clean and repair the Common Property garbage equipment servicing their strata scheme;
 - 54.3.2 Must transport their bins from the residential garbage room to the loading dock area for collection by council;
 - 54.3.3 Must not leave their garbage or recyclable materials in the designated part of the loading dock area for more than 6 hours before the regularly scheduled council collection date and time;

SP91436

ePlan

Sheet 57 of 92

- 54.3.4 Must return their garbage and recyclable bins to the residential garbage room within 6 hours after your garbage and recyclable material is removed from *17 Danks Street*.
- 54.3.5 Must arrange for the collection and removal of their garbage and recyclable materials from *17 Danks Street* by the relevant authority or contractor.

55 Using Car Park

Controlling traffic in the Car park Access ways

- 55.1 The Committee may:
 - 55.1.1 impose a speed limit for traffic in the Car park Access way; and
 - 55.1.2 impose reasonable restrictions on the use of the Car park Access way; and
 - 55.1.3 install speed humps and other traffic controlled devices in the Car park Access way; and
 - 55.1.4 install signs to control traffic in the Car park Access way and, in Particular, traffic entering and leaving the Car park of *17 Danks Street*.

In exercising the rights conferred under this clause 56.4 the Committee must ensure that no access or egress to the car parking is restricted or prevented at any time

Signage in the Car park Access ways

- 55.2 The OC *17 Danks Street* Retail/Commercial has the exclusive sight to place all and any signage in those areas in the Car park Access ways as determined by the OC *17 Danks Street* Retail/Commercial (acting reasonably).

Management of Car park Access ways

- 55.3 The OC *17 Danks Street* Retail/Commercial has the exclusive sight to manage Car park Access ways as determined by the OC *17 Danks Street* Retail/Commercial, including without limit the right to grant a licence of those parts of the Car park Access way to a car park manager on terms determined by the OC *17 Danks Street* Retail/Commercial in its absolute discretion.

56 Subsurface Drainage System

Maintenance of Subsurface Drainage System

- 56.1 The subsurface drainage system is a Shared Facility. The Committee must
 - 56.1.1 ensure that such subsurface system is regularly clean and maintain

SP91436

ePlan

Sheet 58 of 92

the subsurface drainage system to ensure that it remains in good working condition; and

- 56.1.2 comply with the requirements of Government Agencies as set out in an development approvals applicable to *17 Danks Street* and in effect from time to time.

57 Paying for Water Consumption

Obligations of the Committee

- 57.1 The Committee must regularly read sub-meters which measure Water Consumption.

Separate metering

- 57.2 The Committee will ensure that where practically possible that each lot within the Retail Stratum has a separate meter.

Advance payments

- 57.3 To ensure that the Committee has sufficient funds to pay for Water Consumption, the Committee may:
 - 57.3.1 require Members to make advance payments on account of their future Water Consumption costs; and
 - 57.3.2 include an amount for advance payments in a Member's Administrative Fund contributions.

Overpayments

- 57.4 If you overpay your Water Consumption costs, the Committee must apply the overpayment to the next Water Consumption cost owed by you.

Underpayments

- 57.5 If you underpay your Water Consumption costs, you must immediately pay the Committee any shortfall between your advance payment and the actual consumption cost for your Strata Scheme or Stratum Lot.

SP91436

ePlan

Sheet 59 of 92

Part 7 Miscellaneous

58 How to resolve Disputes

Interpretation

58.1 For the purpose of this clause, 'party' or 'parties' means the party or parties to a Dispute. The party or parties to a Dispute may be the Committee, a Member, an Owner or an Occupier.

About Disputes

58.2 The parties must endeavour in good faith to resolve Disputes about this management statement before taking action under this clause 60.

Dealing with Disputes according to this clause

58.3 The parties must deal with Disputes about this management statement according to this clause. This includes Disputes about the Committee or an Officer failing to comply with the provisions about Meetings or Emergency Meetings.

Dispute notice

58.4 A party may give another party a Dispute notice. In the notice the party must:

- 58.4.1 describe what the Dispute is about;
- 58.4.2 identify the provisions of this management statement or the law that apply to the Dispute;
- 58.4.3 state the position of the party;
- 58.4.4 set out the facts and other circumstances on which the party relies; and
- 58.4.5 attach copies of correspondence and other documents mentioned in the Dispute notice.

Negotiation

58.5 Within 10 Business Days after a party gives a Dispute notice, the parties to the Dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the Dispute by negotiation:

- 59.5.1 at 2:00pm on the date which is 10 Business Days after the Dispute notice was given; and
- 59.5.2 at *17 Danks Street* or by telephone conference

Mediation

58.6 If the parties cannot resolve their Dispute by negotiation at the meeting referred to in clause 60.5, then the process outlined in clause 60.5 shall be

SP91436

ePlan

Sheet 60 of 92

repeated 3 further times (that is a total of four (4) meetings between the parties) must take place before any party can commence formal legal proceedings in respect of a Dispute.

59 How to serve notices

Methods of serving notices

59.1 A notice or communication under this management statement must be in writing and must be:

- 60.1.1 delivered personally to the addressee;
- 60.1.2 left at the Current Address of the addressee;
- 60.1.3 sent by pre-paid ordinary post to the Current Address of the addressee;
or
- 60.1.4 By email

and must be addressed to the Members nominated and authorised Representative on the Committee.

When does a notice take effect?

60.2 A notice or communication takes effect from the later of:

- 60.2.1 the time the notice or communication is received by the addressee; or
- 60.2.2 the time specified in the notice or communication.

When is a posted notice received?

60.3 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.

Forms of notice

60.4 Unless stated otherwise in this management statement, all notices, certificates, consents and other communication in connection with this management statement must be given in writing, signed by the sender(if an individual) or an authorised Officer of the sender.

Receipt - general

60.5 Despite clause 61.3 and 61.4, if a notice is received after 5:00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9:00 am on the next Business Day.

61 GST

SP91436

ePlan

Sheet 61 of 92

Amounts are exclusive of GST

- 61.1 Unless otherwise expressly stated, all amounts payable under or in connection with this management statement are expressed to be exclusive of any amount of GST.

Obligation to pay GST

- 61.2 Where GST is imposed on any supply made under or in connection with this management statement by one party ("the supplying party") to another party ("the receiving party"), the receiving party must pay or provide the GST exclusive consideration for the supply and, in addition to and at the same time as the GST exclusive consideration is payable or to be provided, an additional amount equal to the amount of GST liability of the supplying party. The supplying party must issue a Tax Invoice to the receiving party.

Differences in amounts

- 61.3 If the amount of GST recovered by the supplying party from the receiving party differs from the amount of GST payable at law by the supplying party (or an entity grouped with the supplying party for GST purposes) in respect of the supply, the amount payable by the receiving party to be the supplying party will be adjusted accordingly.

Reimbursement

- 61.4 Where one party ("payer") is liable to reimburse another party ("payee") for an expenditure incurred by the payee ("Expenditure"), the amount reimbursed by the payer will be the GST exclusive Expenditure

SP91436

ePlan

Sheet 62 of 92

Part 8 Dictionary

62 Definitions

SP91436

ePlan

Administrative Fund	the fund established by the Committee according to clause 37 to pay for the day to day expenses of op and maintaining Shared Facilities, insurance costs, administrative costs and other costs which are not Fund costs.
Apartment	an Apartment strata lot in The 17 Danks Street Apartments.
Architectural Code	means the architectural code for 17 Danks Street as outlined in schedule 3
Architectural Standard	means the standards in part 2 of the architectural code
Budgets	means a Budgets for the Administrative Fund of the Sinking Fund prepared by the Committee in accord with this statement.
Business Day	a day on which banks in New South Wales are open for business.
Carpark Access Way	the area defined in the Schedule 1 as SF16
Chairperson	the Chairperson of the Committee. See clause 8.4 for more information.
Committee	the building management Committee established and maintained by the Members under clause 5 and r by the Development Act
Common Property	Means the Common Property as that term is defined in the Management Act. For the purposes of this management statement , Common Property does not include Common Property which is or forms part of shared Facility
Current Address	the Current Address at which a person may be served a notice or communication under this manageme statement.
Developer	means Danks Corporate Holdings Pty Ltd ACN 161 105 942
Development Act	Strata Schemes (Freehold Development) Act 1973 (NSW).
Development Works	Means all building, construction, development and other works which the Developer considers neci desirable to carry out in 17 Danks Street , including: <ol style="list-style-type: none"> 1. building and demolition works 2. the instillation, augmentation, connection and temporary disconnection of services and Shared Fa 3. changing the location of Shared Facilities placing in 17 Danks Street anything in connection with 1-3 above, including temporary signs, structure: building matetrials, fences, cranes and other equipment.
Dispute	means any Dispute, controversy or difference between the Members, Owners and Occupiers about <ol style="list-style-type: none"> (a) the construction of this management statement; or (b) the rights or obligations of a Member, an Owner or an Occupier under this management statemei (c) amounts which the Committee determines for Administrative Fund or Sinking Fund contributions (d) the Committee passing or failing to pass a Resolution or Unanimous Resolution; or (e) the operation, maintenance, repair or replacement of a shared facility; or
Emergency Meeting	a Meeting convened in an emergency according to part 4 of this management statement.
Facilities Manager	means the Facilities Manager appointed by the Committee according to clause 10 ("Appointing a Facilit Manager") to assist the Committee perform its functions in relation to Shared Facilities.
Financial Year	the Financial Year of the Committee determined according to clause 38.
Garbage Holding and Compaction Area	The area nominated by the OC 17 Danks Street Retail/Commercial as the garbage Holding and Compac Area for 17 Danks Street Retail/Commercial
Government Agency	a governmental or semi-governmental administrative, fiscal or judicial department or entity.
Letting Agent	the agent employed by an O.C to carry out leasing activities in The 17 Danks Street Apartments on beh the Owners.
Land	the Land contained in Lot 2 Deposited Plan 600884
Management Act	the Strata Schemes Management Act 1996 (NSW).
Meeting	a Meeting of the Committee held according to part 4 of this management statement. A Meeting include Meeting held in writing according to clause 33.7.
Member	the O.C for 17 Danks Street Apartments and the O.C for 17 Danks Street Retail/Commercial.
Member Entitled to Vote	for the purposes of exercising their right to vote at a Meeting or an Emergency Meeting, a Member who the Committee: <ol style="list-style-type: none"> (a) all of their Administrative Fund and Sinking Fund contributions up to date; and (b) all other money they owe the Committee under this management statement which are due and p before the Meeting or Emergency Meeting commences; and (c) if permitted to vote in accordance with this statement
Occupier	<ol style="list-style-type: none"> (a) the Occupier, lessee or licensee of a lot or an Apartment in the 17 Danks Street Apartments (or i lot or an Apartment); and (b) the Occupier, lessee or licensee of a lot or an Apartment in the 17 Danks Street Retail/Commerc part of a lot or an Apartment); and

SP91436

ePlan

	(c) the Occupier, lessee or licensee of a stratum or strata lot (or part of a strata lot).
Officer	the Secretary, Treasurer or Chairperson of the Committee.
Outstanding Levy Certificate	a certificate provided by the Committee according to clause 28.
Owner	(a) the Owner of a lot or Apartment in the <i>17 Danks Street Apartments</i> ; (b) the Owner of a lot in <i>17 Danks Street Retail / Commercial</i> (c) the Owner of a stratum lot; and (d) the Owner of Common Property
O.C for 17 Danks Apartments	The Strata Owners of the <i>17 Danks Street Apartments</i>
O.C	means the owners corporation as that term is defined in the Management Act
O.C for 17 Danks Retail / Commercial	The Strata Owners of the <i>17 Danks Street Retail/Commercial</i> or if <i>17 Danks Street Retail/Commercial</i> been strata subdivided then the owner of <i>17 Danks Street Retail / Commercial</i>
Representative	A natural person appointed by a Member to represent the Member at Meetings and Emergency Meeting: O.C must appoint its Representative by a special resolution according to the Development Act See clau further information
Resolution	a motion passed at a Meeting or an Emergency Meeting for which two or more Members entitled to vote in favour. See clause 35 for further information.
Rules	Rules made by the Committee according to clause 6.4 about the management, operation, maintenance and control of <i>17 Danks Street</i> and Shared Facilities.
Secretary	the Secretary of the Committee. See clause 8.2 for more information.
Security Key	means a key, magnetic card or other device or information used in <i>17 Danks Street</i> to open and close Shared Facility doors, gates or locks or to operate Shared Facility alarms, security systems or communication systems
Selling Activities	Sales, leasing and marketing of any lot in either Retail/Commercial or <i>17 Danks Street Apartments</i>
Service Provider	a person who provides services to the Committee including, without limitation, operational, maintenance, repair and replacement services for Shared Facilities.
Shared Facilities	The: (a) services, facilities, machinery, equipment and other items used by two Members; (b) costs for items like the Strata Manager and premiums for insurances effected by the Committee; (c) other facilities and services nominated by or according to this management statement as Shared Facilities; and, subject to the description of each shared facility in Schedule 1 or noted in the shared facility plan, 5 Shared Facilities and costs for Shared Facilities include: (d) plant and equipment which constitute a shared facility; (e) pipes, wires, cables and ducts which are connected to or from part of a shared facility, but exclude any of those things which exclusively service a Member's part of <i>17 Dnaks Street</i> (f) any rooms or areas in which Shared Facilities are located (g) the maintenance, repair, operation, cleaning and replacement of Shared Facilities; (h) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities; (i) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities (j) the inspection of Shared Facilities (if applicable) by a Government Agency; (k) the certification of Shared Facilities for the purposes of the law; and (l) any facility described in Schedule 1 and noted in the Shared Facilities Plan.
Shared Facilities Plan	The plan showing Shared Facilities for <i>17 Danks Street</i> annexed to this Management Statement as Schedule 1
Sinking Fund	the fund established by the Committee according to clause 37 to pay for the renewal and replacement of Shared Facilities.
Strata Manager	the strata managing agent appointed by the Committee under clause 9 to manage <i>17 Danks Street</i> and perform functions for the Committee.
Stratum Plan	Means the deposited plan with which this statement is registered
Substitute Representative	a natural person appointed by a Member to represent them for the purpose of this management statement
Treasurer	the Treasurer of the Committee. See clause 8.3 for more information.
Unanimous Resolution	a motion passed at a Meeting against which no Member Entitled to Vote casts a vote against
17 Danks St	<i>17 Danks Street Apartments</i> and <i>17 Danks Street Retail/Commercial</i>
17 Danks St Apartments	Lot 1 in the Stratum Plan
17 Danks Retail / Commercial	Lot 2 in the Stratum Plan

SP91436

ePlan

Sheet 65 of 92

Schedule 1 - List of Shared Facilities

The clauses in part 6 of this management statement have important provisions about the use, cost and operation of Shared Facilities in 17 Danks Street. Schedule 1 should be considered in the context of those clauses.

SP91436

ePlan

Schedule of Division of Costs for Shared Facilities					
No.	Shared Facility	LOT 1 Residential	LOT 2 Retail	Description	Method Of Dividing Cost
SF01	Sinking Fund	85.000%	15.000%	Sinking Fund established to pay for the renewal and replacement of shared facilities.	According to the relative proportion of the construction cost of the Member's Shared Facilities
SF02	Facilities Management/ Caretaker	70.000%	30.000%	Supervision fee paid by the Committee to the Facilities Manager according to the agreement between the Facilities Manager and the Committee.	Distribution based on estimated benefit.
SF03	Administrator/Strata Manager	85.000%	15.000%	Appointed to assist the committee to perform its functions.	Cost per Member distributed as per Lots involved.
SF04	Auditor	50.000%	50.000%	Appointed to audit the financial accounts.	Cost per Member distributed evenly.
SF05	Insurance Building,	90.000%	10.000%	Replacement Insurance Premium.	As per the Management Act, each Member contributes according to the relative proportion of the replacement cost of the Member's Precinct. Premium loading may be applied by underwriters to reflect different use and risk associated to each lot.
	Insurance - Public Liability	90.000%	10.000%		Apportionment to be in accordance with the loadings applied by underwriters to calculate the premium. Otherwise in accordance with Replacement Premium percentages.
SF06	Insurance - Other	50.000%	50.000%	Office bearers insurance.	Cost per Member distributed evenly.
SF07	Insurance Valuation Report	90.000%	10.000%		Relative proportion of the replacement cost of each Member's Stratum Lot.
SF08	Mechanical ventilation and fan Rooms - Car Parks	70.000%	30.000%	Routine maintenance, repair, replacement and annual certification as necessary of mechanical ventilation plant for the basement level car park exhaust installation.	Calculation based on combination of car spaces, area served, estimate of time served and equipment rating.
SF09	Cleaning and Pest Control	70.000%	30.000%	(i) Car Park and Ramps (ii) Basement Car Parks (iii) Fire Stairs	Calculation based on combination of car spaces and area served
SF10	Letter boxes	90.000%	10.000%	General maintenance, repair and upkeep.	Distribution based on assessment of estimated benefit.
SF11	Electricity consumption for shared	70.000%	30.000%	Energy consumed by shared facilities plant and equipment:- (i) Lighting (ii) Power (iii) Car Park Hoist/Lift (iv) Basement car park exhaust (v) Pump sets (vi) HWU	Distribution based on assessment of area served, time served and equipment ratings.
SF12	Electricity Switchroom	70.000%	30.000%	Routine Maintenance, cleaning and pest control	Distribution based on estimated benefit.
SF13	Cleaners Room	70.000%	30.000%	Repair and maintenance including cleaning.	Distribution based on estimated benefit.
SF14	Hot Water Unit	70.000%	30.000%	Repair and maintenance of hot water unit in cleaners room.	Distribution based on estimated benefit.
SF15	Car Park Hoist.	0.000%	100.000%	Routine maintenance, repair, cleaning and certification as necessary	Distribution based on estimated benefit, ie Retail Deliveries and Residential Moves In/out
SF16	Car parks - Main entry roller shutters and access driveways	90.000%	10.000%	Routine maintenance and repair of main entry roller shutter and entry systems and access driveways:-	Calculation based on car spaces
SF17	On Site Detention System	90.000%	10.000%	Repair and maintenance of Shared Facilities involving water detention system holding tank, pumps and pipework	Distribution based on estimated benefit.
SF18	General repairs and maintenance	90.000%	10.000%	Repair and maintenance of Shared Facilities not covered in other specific categories.	According to the relative proportion of the construction cost of the Member's Shared Facilities
SF19	Door locks and carpentry repairs and maintenance	80.000%	20.000%	Repair and maintenance of Shared Facilities involving locks and carpentry works.	According to the relative proportion of the construction cost of the Member's Shared Facilities
SF20	Gas, Plumbing & Drainage repairs and maintenance	90.000%	10.000%	Repair and maintenance of Shared Facilities involving plumbing works and associated pumps, pits and rising mains.	According to the relative proportion of the construction cost of the Member's Shared Facilities
SF21	Electrical repairs and maintenance	70.000%	30.000%	Repair and maintenance of Shared Facilities involving electrical including:- (i) Maintenance and testing of switchboards (ii) Exit and emergency light testing and maintenance (iii) Lamp replacement	According to the relative proportion of the construction cost of the Member's Shared Facilities
SF22	Signage repairs and maintenance	70.000%	30.000%	Repair and maintenance of Shared Facilities involving signage including:- (i) Fire egress signage (ii) Carpark signage (iii) Plantroom and service areas signage	According to the relative proportion of the construction cost of the Member's Shared Facilities
SF23	Safety and environment repairs and maintenance	50.000%	50.000%	Repair and maintenance of Shared Facilities involving safety and environmental compliance including:- (i) Fire safety training (ii) Loading dock safety procedures training (iii) Work Cover and EPA Licences (iv) Preparation of Health and Safety reports	According to the relative proportion of the construction cost of the Member's Shared Facilities

SP91436

ePlan

Schedule of Division of Costs for Shared Facilities					
No.	Shared Facility	LOT 1 Residential	LOT 2 Retail	Description	Method Of Dividing Cost
SF24	Fire Control Systems	70.000%	30.000%	Routine maintenance and repair of general Fire detection and prevention systems including:- i) Fire alarm and detector system ii) Fire alarm monitoring iii) Fire hydrants and hose reels, pumps and boosters to basement car park areas, all access ways and lobbies. iv) Fire extinguishers. v) Fire system inspections, testing and certifications	Distribution based on numbers of units within each lot.
SF25	Building Access Control and Security equipment	90.000%	10.000%	The operation, maintenance and repair of all shared services, plant and equipment forming part of the building access control and management system including security keys and card readers, emergency alarm and intercom systems.	Distribution based on estimated benefit.
SF26	Communications Systems and Room	90.000%	10.000%	The operation, maintenance and repair of all shared communications services, including but not limited to telephone, data and mobile reception and associated services, plant, equipment and administrative systems.	Distribution based on the relative proportion of the built areas of each member's precinct and factored to reflect density and complexity.
SF27	Water Consumption	50.000%	50.000%	Shared Meter for fire hose reel, taps in residential and commercial garbage rooms, toilets, cleaner's room	Distribution based on the relative proportion of Car Park Spaces of each member.

SP91436

ePlan

Sheet 68 of 92

Schedule 2 - Shared Facilities Plan

SP91436

ePlan

Sheet 69 of 92

Schedule 3 - Architectural Code

SP91436

ePlan

Sheet 70 of 92

Part 1 Introduction

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an Architectural Code and controlling Building Works and the External Appearance of 17 Danks Street are:

- (a) to preserve the design integrity and architectural quality of 17 Danks Street;
- (b) to recognise the different requirements of the residential and commercial/retail components of 17 Danks Street, while having proper regard to the common interest of all Members, Owners and Occupiers;
- (c) to maintain the high aesthetic standards that make 17 Danks Street such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for Owners.

1.2 What does the Architectural Code regulate?

The Architectural Code regulates Architectural Works and Building Works. It contains requirements about things like:

- (a) the External Appearance of 17 Danks Street;
- (b) works which you may carry out without consent from the Committee or your Owners Corporation;
- (c) works which you may not carry out without consent from the Committee or your Owners Corporation;
- (d) acoustic requirements and noise control; and
- (e) works which you cannot carry out.

1.3 Disputes

The dispute resolution provisions in the Strata Management Statement apply to the Architectural Code and to approvals granted or refused under it.

2 Who must comply with the Architectural Code?

2.1 Members, Owners and Occupiers who must by the Architectural Code

You must comply with the Architectural Code if you are a Member, an Owner or an Occupier (except for those Members, Owners and occupiers who are exempt under

SP91436

ePlan

Sheet 71 of 92

clause 26 ("the approval process and carrying out works") of the Strata Management Statement Architectural Code.

2.2 Interpreting this Architectural Code

In this Architectural Code, references to a Member, Owner or Occupier mean only a Member, Owner or Occupier who is required to comply with the Architectural Code under this management statement, the Strata Management Statement (unless the contrary intention is expressed).

2.3 The Developer

Despite anything to the contrary in the Architectural Code, the Strata Management Statement exempts the Developer from having to comply with the Architectural Code. For example, the Architectural Code does not apply to Development Works and Selling Activities carried out by the Developer.

3 Strata Management Statement, Architectural Code and By-Laws

3.1 Inconsistencies with this the Strata Management Statement

If there is an inconsistency between a clause in the Strata Management Statement and the Architectural Code, the clause in the Strata Management Statement prevails.

3.2 Inconsistencies with By-Laws

If there is an inconsistency between a By-Law and the Architectural Code, the relevant Owners Corporation must amend the By-Law to make it consistent with the Architectural Code.

4 Where to get more information

Contact the Strata Manager or Facilities Manager if you need information about the Architectural Code or if you are unsure about whether you need consent to carry out work.

Part 2 Architectural Standards and Architectural Works

5 Objectives

5.1 Architectural Standards

The purpose of the Architectural Standards is to ensure that Members, Owners and Occupiers do not place, install or retain anything in 17 Danks Street:

- (a) which is not in conformity with the appearance of 17 Danks Street; or
- (b) which, in the opinion of the Committee acting reasonably, affects the External Appearance of 17 Danks Street.

This is achieved by setting parameters in the Architectural Standards for items like window coverings, Balcony furniture and other items that are visible from outside buildings in 17 Danks Street.

5.2 Architectural Works

You must apply to the Committee for consent to carry out Architectural Works. Architectural Works are anything:

- (a) for which the Architectural Standards in this Part 2 require you to obtain consent;
- (b) which affect the architectural integrity of 17 Danks Street and are not approved under the Architectural Standards;
- (c) which otherwise changes the External Appearance of 17 Danks Street; or
- (d) which are not Building Works; or
- (e) referred to in clauses 6 to 15 below.

5.3 Differences to the Building Standards

The Architectural Standards are different to the Building Standards. The Architectural Standards are primarily concerned with the External Appearance of 17 Danks Street and changes that may be made to the External Appearance without affecting structures or services. For example, the Architectural Standards deal with the installation of curtains and other window coverings in an Apartment or a Retail Lot. The Building Standards, on the other hand, are concerned with alterations to the buildings, structures and services.

6 General requirements

6.1 Owners Corporations

An Owners Corporation must obtain consent from the Committee to place, install or retain anything in its Common Property that:

- (a) is not in conformity with the External Appearance of 17 Danks Street; or
in the opinion of the Committee acting reasonably, affects the External Appearance of 17 Danks Street.

6.2 Apartments and Retail Lots

If you are the Owner or Occupier of an Apartment or a Retail Lot, you must not place, install or retain anything on your Balcony or in a part of your Apartment or Retail Lot visible from the outside:

- (a) that is not in conformity with the Architectural Code; or
- (b) that, in the opinion of the Committee acting reasonably, affects the External Appearance of 17 Danks Street.

6.3 Powers of the Committee

The Committee has the power to require you or your Owners Corporation to remove an item you have placed, installed or retained that alters the appearance of 17 Danks Street if, in the opinion of the Committee acting reasonably, the item:

- (a) is not in conformity with the Architectural Code; or
- (b) is not in conformity with the External Appearance of 17 Danks Street; or
- (c) affects the External Appearance of 17 Danks Street.

7 Window coverings and blinds

7.1 The need for a coordinated approach

The Committee must adopt a coordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors, particularly in Apartments and Retail Lots.

7.2 Curtains, blinds and other window coverings in Apartments

If you are the Owner or Occupier of an Apartment, you:

- (a) may install new curtains, blinds, and other window and door

treatments on or in your Apartment provided they are white or have a backing that is white; and

- (b) must have consent from the Committee to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 7.2(a).

To avoid doubt all curtains must comply with clause 7.7.

7.3 Curtains, blinds and other window coverings in the Retail Lots

If you are the Owner or Occupier of a Retail Lot, you may install curtains, blinds, louvres, shutters and other window coverings in your Retail Lot provided that they are:

- (a) in conformity with the appearance of 17 Danks Street and have an appearance consistent with their surrounds; and
- (b) of a quality commensurate to the quality of 17 Danks Street.

7.4 Curtains, blinds and other window coverings in Common Property

If you are an Owners Corporation:

- (a) you may install curtains, blinds, and other window and door treatments in the Common Property of your Strata Scheme provided they have an appearance in conformity with 17 Danks Street and have an appearance from outside that is consistent with their surrounds; and
- (b) you must have consent from the Committee to place, install or retain curtains, blinds, and window and door treatments.

7.5 Sun shades

You must have consent from the Committee to install a sunshade, sun blind, awning or other sun shading device in your Apartment or Retail Lot.

7.6 Window treatments for apartments

Subject to clause 7.7, you must have consent from the Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors:

- (a) in your Apartment or;
- (b) if you are an Owners Corporation, in your Strata Scheme.

Any window treatment to your glass windows or doors must be maintained in good condition.

7.7 Window treatments for Retail Lots

(a) Window treatments for Retail Lots must:

- (i) be of high quality materials; and
- (ii) incorporate a form of display into the shop front

(b) The window treatments for Retail Lots do not need to be consistent and may be tailored to suit the business and other activities carried out by the Owner or Occupier of the Retail Lot. Any proposal for a Retail Lot shop front or display must be consented to by the Committee generally and the 17 Danks Street Retail/Commercial Owners Corporation.

7.7 External Curtain fabric

Notwithstanding any other provision in this code, all and any curtains in 17 Danks Street must be or have a backing that is coloured white.

8 Balcony furniture and landscaping

8.1 Balcony furniture

You do not need consent from the Committee to keep occasional outdoor furniture on the Balcony of your Apartment provided that the outdoor furniture:

- (a) is of a high quality and finish, commensurate with the quality of 17 Danks Street; and
- (b) is in keeping with the appearance of 17 Danks Street.

8.2 Fixing items to a Balcony

You must have consent from the Committee to fix furniture, decorative objects or any other items to the Balcony of your Apartment or Retail Lot.

8.3 Maintaining outdoor furniture

You must properly maintain furniture on the Balcony of your Apartment or Retail Lot and ensure that the furniture is clean and tidy at all times.

8.4 Landscaping on Balconies

You do not need consent from the Committee to keep landscaping on the Balcony of your Apartment provided that all elements of the landscaping (eg

planter boxes and plants)

- (a) are of a high quality and finish, commensurate with the quality of 17 Danks Street; and
- (b) are in keeping with the appearance of 17 Danks Street.

However, you must not fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the Balcony of your Apartment unless you have consent from the Committee.

8.5 Maintaining landscaping

You must:

- (a) regularly maintain landscaping on the Balcony of your Apartment;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the Balcony; and
- (d) when you water landscaping on the Balcony, ensure that:
 - (i) no water enters another part of 17 Danks Street; and
 - (ii) no damage is caused to another part of 17 Danks Street.

8.6 Removing Balcony furniture and landscaping

You must immediately remove furniture from the Balcony of your Apartment or Retail Lot if:

- (a) you do not comply with your obligations under this clause 8.4-8.5; or
- the furniture has or may cause damage to another part of 17 Danks Street

9 Colour schemes and paint work

9.1 Your obligations

- (a) You must have consent from the Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface or item in your Apartment or Common Property if the proposed colour of the surface changes or is not in keeping with the External Appearance of 17 Danks Street.
- (b) Clause 9.1(a) does not apply to the Retail Lots. If you are the Owner or Occupier of a Retail Lot, you must have consent from the Committee to alter the colour of the ceiling or any bulkhead visible from outside Common Property or 17 Danks Street.
- (c) The Committee will generally consent to a change if it is in keeping with the design and colour scheme of the ground floor external areas of 17 Danks Street Retail/Commercial.

10 External lighting

10.1 Your obligations

You must have consent from the Committee to change the existing exterior lighting in your Apartment, Retail Lot or Common Property.

11 Retail Areas

11.1 Approval of 17 Danks Street Retail/Commercial Owners Corporation

Any changes to the appearance of, or applications to affix anything to, Shared Facilities which are located in 17 Danks Street Retail/Commercial or any other Shared Facilities or areas of Common Property which provide egress and ingress to and from 17 Danks Street must have the approval of the Committee generally and the 17 Danks Street Retail/Commercial Owners Corporation.

12 External finishes

12.1 Your obligations

You must have consent from the Committee and Council to change the existing exterior balustrade, flooring or fittings in your Apartment, Retail Lot or Common Property.

13 Retail/Commercial Shared Facilities

13.1 Need for an integrated approach

Some Shared Facilities have a significant impact on the overall appearance and presentation of the business and other activities carried out in 17 Danks Street. The Committee acknowledges that these retail Lot Owners have a particular interest in preserving the design integrity and architectural quality of points of access for visitors to and customers of 17 Danks Street Retail/Commercial. Accordingly, additional rights and controls have been adopted in relation to the Shared Facilities set out in clauses 13.2 below.

13.2 Lifts (SF')

The internal surfaces and finishes for any lift servicing 17 Danks Street Retail/Commercial must not be changed without the prior approval of the Committee generally and Owners Corporation of 17 Danks Street Retail/Commercial.

14 Signage

14.1 Signs in Apartments

If you are the Owner or Occupier of an Apartment, you must not erect a sign in your Apartment or on Common Property. Apartment For Sale signs are permitted provided they comply with the Strata Management Statement and By-Laws.

14.2 Signs on Common Property

An Owners Corporation must have consent from the Committee to erect a sign on Common Property (other than a Strata Scheme notice board as required under the Management Act).

14.3 Signs in Retail Lots

- (a) The Owner or Occupier of a Retail Lot may erect a sign or shop front display in their Retail Lot provided that it complies with the following guidelines:
- (i) signage and display to be designed and built by a professional signage consultant/manufacturer with appropriate retail experience;
 - (ii) signage above the shop front entry doors may occupy up to 25% of the area around the entrance;
 - (iii) total area of signage and shop front displays not to exceed 10% of the total glazed frontage to the Retail Lot (being either frontage to the 17 Danks Street courtyard or street frontage);
 - (iv) all 3-dimensional signs must be placed inside glazed shop front;
 - (v) no signs or displays are permitted on the external surface of the glazed shop front;
 - (vi) lettering or symbols incorporated in illuminated signage must be 3- dimensional;
 - (vii) no flat box signs are permitted;
 - (viii) Illuminated signs must be switched off during hours determined by the Committee (acting reasonably).
- (b) The Retail Lots must professionally present and maintained at all times the presentation of their merchandise and must comply with the following guidelines:
- Internal-facing fixtures or fittings must not be positioned

SP91436

ePlan

Sheet 19 of 92

- behind shopfront glazing.
- Any internal screening must be positioned a minimum of 600mm off the shopfront glazing, allowing sufficient space for product presentation.
 - Merchandising composition should be considered across the whole shopfront rather than as isolated product displays. The eye is attracted to colour, balance and object repetition.
 - Avoid "over-merchandising" by creating too much clutter and confusion within the shopfront display.
- (c) Where a Retail Lot has been allocated an under-awning illuminated sign box to contain their primary shopfront signage the Retail Lot Owner is responsible for installing sign content to the under-awning sign, however the lightbox surround and sign structure must not be painted, repositioned, re-sized or altered in any way. With respect to the retailer's signage insert, a high quality of design and fabrication is required. As a minimum design standard, the signage insert should consist of intra-cut acrylic lettering (illuminated text with opaque background). Lettering may be opal acrylic or to match branding colours. Three-dimensional lettering may not be used. Any variation to this requirement will be considered on merit. Illuminated signs are to be wired back to the switchboard belonging to the individual Lot and connected to a time switch, and must be illuminated from dusk until 10pm each day.
- (d) Retail Lot Owners may install signage (illuminated or non-illuminated) behind the shopfront glazing. This may be in the form of an applied vinyl decal to the inside face of glazing, or 3-dimensional signage elements that are installed within the fitout, behind the shopfront glazing. The controls for these varying sign types are as follows:
- (i) Applied vinyl decals containing signage content such as tenant name and/or logo must not exceed 0.75m² in area. Decals must be applied to the inside face of glazing.
 - (ii) 3-dimensional signage behind shopfront glazing that is contained within the fitout must be at least 600mm behind shopfront glazing. This sign must not exceed 1.2m² in area.
 - (iii) Signage applied to the outside face of retail shopfronts will not be permitted.
- (e) The Owner or Occupier of a Retail Lot must have consent from the Committee generally and the Owners Corporation of 17 Danks Street Retail/Commercial to erect a sign or shop front display in your Retail Lot which does not comply with the guidelines set out in clause 14.3 above.

15 Air Conditioning for Apartments

You may not install an air conditioner of any type on your balcony.

Part 3 Building Standards and Building Works

16 Objectives

16.1 Building Standards

The Building Standards are designed to maintain the architectural, structural and fire integrity of 17 Danks Street. The purposes of the Building Standards are:

- (a) to maintain the External Appearance of 17 Danks Street;
- (b) to ensure that Building Works are coordinated and consistent throughout 17 Danks Street; and
- (c) to prevent damage to structures and services in 17 Danks Street.

16.2 When do you need consent to carry out work?

You must apply to the Committee or, where applicable, your Owners Corporation for consent to carry out Building Works. Building Works are all works that affect Shared Facilities, Common Property, an Apartment or Retail Lot:

- (a) that are not approved under the Building Standards in this Part 3 of the Architectural Code;
- (b) that affect the External Appearance of 17 Danks Street;
- (c) that the Building Standards in this Part 3 require you to obtain consent; or
- (d) that are not Architectural Works.

16.3 Types of Building Works

There are three types of Building Works that regulate works may be carried out in 17 Danks Street. They are:

- (a) Common Property Building Works. See clause 17 ("Common Property Building Works");
- (b) External Appearance Building Works. See clause 18 ("External Appearance Building Works"); and
- (c) Shared Facility Building Works. See clause 19 ("Shared Facilities Building Works").

16.4 Who grants consent?

The consent that you must have before you carry out Building Works depends on the type of work you propose to do. In summary, you must have consent from:

- (a) your Owners Corporation (if applicable) to carry out Common Property Building Works;
- (b) the Committee to carry out External Appearance Building Works; and
- (c) the Committee to carry out Shared Facility Building Works.

17 Common Property Building Works

17.1 Definition

Subject to this clause 17, Common Property Building Works are all works in an Apartment, Retail Lot or Common Property that affect Common Property building structures or services in a Strata Scheme. Common Property Building Works do not include works that are External Appearance Building Works or works that are Shared Facilities Building Works.

17.2 What is Common Property?

Common Property in a Strata Scheme includes:

- (a) the boundaries of an Apartment or Retail Lot;
- (b) common areas in the Strata Scheme, such as corridors and walkways which are generally accessible to Owners and Occupiers in the Strata Scheme.

For the purposes of the Architectural Code, Common Property does not include Shared Facilities or other items which, if altered, would affect the External Appearance of 17 Danks Street. As these items affect all of 17 Danks Street, the Committee will control alterations to them under this part of the Architectural Code.

17.3 Common Property in an Apartment

The Common Property boundaries of an Apartment or Retail Lot are usually the boundary walls (eg a wall between two Apartments), the floor and the ceiling of the Apartment or Retail Lot. Important points to note in this regard are:

- (a) the door onto the Balcony of an Apartment or Retail Lot will generally be Common Property; and
- (b) a "wall" includes a window or door in the wall.

17.4 When is consent necessary?

Subject to clause 17.5 ("When is consent not necessary?"), you must obtain consent from your Owners Corporation before you carry out Common Property Building Works.

Examples of when you will require consent are where you propose to:

- (a) alter the existing materials in the floor of your Apartment or Retail Lot;
- (b) install a security system in your Apartment or Retail Lot if any part of the system will be located in or attached to Common Property (eg in the ceiling of your Apartment); and
- (c) relocate or install new pipes, wires, cables or ducts in the boundary walls, floor or ceiling of your Apartment or Retail Lot.

17.5 When is consent not necessary?

You do not need consent from your Owners Corporation or the Committee to carry out Common Property Building Works if the proposed works are:

- (a) minor fit out works inside your Apartment or Retail Lot other than where it may impact any water proofed surfaces);
- (b) works or alterations to the interior of Common Property walls enclosing your Apartment or Retail Lot (eg hanging pictures or attaching items to a Common Property wall).

18 External Appearance Building Works

18.1 Your obligations

You must obtain consent from the Committee before you carry out External Appearance Building Works.

(a) Definition

Subject to this clause 18.2, External Appearance Building Works are all works in Common Property, Shared Facilities, an Apartment or Retail Lot that affect (or will affect) the External Appearance of 17 Danks Street. External Appearance Building Works do not include works which are Common Property Building Works or Shared Facilities Building Works.

(b) What is the External Appearance?

The External Appearance of 17 Danks Street is the appearance of any external surface of a Strata Scheme, an Apartment or Retail Lot that is visible from outside the Strata Scheme, Apartment, Retail Lot or Retail Area.

18.2 Shared Facilities Building Works

(a) Your obligations

You must obtain consent from the Committee before you carry out Shared Facilities Building Works.

(b) Definition

Subject to this clause 19.2, Shared Facilities Building Works are:

- (i) all works that affect Shared Facilities;
- (ii) works in an Apartment or Retail Lot that affect another component of 17 Danks Street; and
- (iii) works in Common Property that affect another component in 17 Danks Street

Shared Facilities Building Works do not include works that are Common Property Building Works or External Appearance Building Works.

19 Installing security devices

19.1 When is consent necessary?

Subject to this clause 20.1, you must have consent from the Committee to install security devices including, without limitation, security doors or windows, screens grilles, alarms or locks.

19.2 Alarms

You may install a security alarm in your Apartment, Retail Lot or Common Property without consent from the Committee or your Owners if:

- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or does not interfere with Common Property (eg is not attached to the ceiling of the Balcony of your Apartment or Retail Lot); and
- (e) the installation is not attached to or does not interfere with a Shared Facility.

19.3 Obtaining consent to install an alarm

If the installation of a security alarm is attached to or interferes with:

- (a) Common Property in your Strata Scheme, you must have consent from your

Owners Corporation before you install the alarm; or

- (b) a Shared Facility, you must obtain consent from the Committee before you install the alarm.

19.4 Other security devices

You must have consent from the Committee to install any type of security device not contemplated by this clause 19.4. The Committee will generally consent to the installation of other security devices if:

- (a) the device is in keeping with the appearance of 17 Danks Street; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of Members, Owners or Occupiers.

20 Enclosing a Car space

20.1 Permission

Owners and Occupiers are not allowed to enclose a car space within 17 Danks Street, except for Lots 8, 13 and 42 with car spaces located on Basement Level 1A and have enclosures provided by the Developer.

21 Some prohibitions

You must not:

- (a) install a solid fuel burning appliance in 17 Danks Street;
- (b) install a mounted air conditioning unit on the Balcony of a Retail Lot or on Common Property;
- (c) enclose the Balcony of an Apartment or Retail Lot;
- (d) hang clothes, laundry, and bedding or similar items on your Balcony or in any area that is visible from outside a component in 17 Danks Street; or
- (e) attach or hang an aerial, security device or wires outside a component in 17 Danks Street.

Part 4 Acoustic Standards

22 Objectives

22.1 Acoustic Standards

The purpose of the Acoustic Standards is to maintain acceptable levels and duration of noise transmission between the various components of 17 Danks Street.

22.2 Your obligations

It is important that you attempt to minimise noise you create which might interfere with your neighbours. To achieve this, the Acoustic Standards provide controls about important issues like holding parties and playing musical instruments.

22.3 How do the Acoustic Standards work?

The requirements in the Acoustic Standards are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 23.4 ("Playing musical instruments") you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another Owner or Occupier.

23 General requirements

23.1 Noise which affects your neighbours

Subject to the Acoustic Standards, you must not make noise which might unreasonably interfere with the use and enjoyment by another Member, Owner or Occupier of an Apartment, Retail Lot or Common Property.

23.2 Equipment and machinery

You must ensure that equipment and machinery in your Apartment, Retail Lot, Common Property does not cause vibrations or noise in another part of 17 Danks Street (eg tread mills, weight machines, dumbbells, other weights or washing machines).

23.3 Using power tools

Subject to any conditions which apply when you carry out Building Works, you may use power tools (eg impact drills, electric saws or angle grinders) only between the hours of 7.30 am to 5.30 pm Mondays to Fridays and 9.00 am to 3.00 pm on Saturdays. You must not use power tools on Sundays or public holidays in New South Wales.

23.4 Playing musical instruments

Subject to the Acoustic Standards, you may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00pm. You must not play or rehearse on percussion instruments.

24 Inside your Apartment

24.1 General requirements

You must not:

- (a) carry out exercises in your Apartment that result in rapid foot impact on the floor (eg aerobics or running on the spot) if this causes noise or vibrations in adjoining Apartments; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating your Apartment from another Apartment.

24.2 Obligations for floor coverings in By-Laws

The By-Laws for your Strata Scheme require you to cover or treat the floors in your Apartment to stop noise transmission which disturbs other Owners and Occupiers.

SP91436

ePlan

Sheet 87 of 92

Part 5 The approval process and carrying out work

25 Application process

25.1 Making an application

The Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an applicant must submit with their / your application under the Architectural Code.

25.2 What information must you include in your application?

If you make an application under the Architectural Code, the application must:

- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Committee according to this clause 26.2 for the type of works for which you are seeking approval; and
- (c) include enough information to give the Committee and an Owners Corporation enough information to make a decision about your application.

However, the Committee or an Owners Corporation may:

- (a) require you to submit additional plans, diagrams or other information which it has not specified according to clause 26.2 to assist in the decision making process; and
- (b) waive the requirements it makes under clause 26.2 about the plans, diagrams and other information which you must submit with your application.

25.3 Lodging your application

You must address your application to the Strata Manager or the Strata Manager of your Owners Corporation (depending on who must give consent to the application).

25.4 Discretion

Subject to any Standing Approvals, the Committee and an Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

25.5 Appointing consultants

The Committee and an Owners Corporation may appoint consultants to review and

SP91436

ePlan

Sheet 88 of 92

make recommendations about applications to it under the Architectural Code (eg an architect or engineer for applications affecting the External Appearance of 17 Danks Street).

25.6 Appointing an expert

- (a) If an application to carry out Architectural Works is made under this Architectural Code, or is made under any other clause and will (or is likely to):
- (i) impact on the appearance of areas used by visitors and customers of 17 Danks Street Retail/Commercial; or
 - (ii) impact on the appearance of access ways for visitors and customers moving into and out of 17 Danks Street Retail/Commercial; or
 - (iii) impact on the External Appearance of 17 Danks Street as viewed by visitors and customers entering and exiting 17 Danks Street;
- and the Owners Committee of 17 Danks Street Retail/Commercial either does not approve of the application or votes against the Committee granting approval to the application at a Meeting or Emergency Meeting, the Committee must refer the application for expert determination.
- (b) Any expert determination under this clause will proceed in accordance with clauses 25.6 ("Appointing an expert") of the Strata Management Statement except that:
- (i) the expert must have requisite expertise in retail operations, design or architecture to act as an expert and review and make a determination about the application;
 - (ii) the expert to be appointed must be approved by the Owner Corporation of 17 Danks Street Retail/Commercial.

25.7 Paying the costs for a consultant

The Committee or an Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this clause 25.

25.8 Time frame for making a decision

Subject to this clause 25, the Committee or an Owners Corporation must review and make a decision about an application within one month after receiving the application (or another period agreed between the parties).

SP91436

ePlan

Sheet 89 of 92

25.9 Time frame for making a decision where a consultant has been appointed

If the Committee or an Owners Corporation appoint a consultant to review and make recommendations about an application, the Committee or Owners Corporation must make a decision about the application within one month after the consultant makes a recommendation to the Committee or the Owners Corporation (or another period agreed between the parties).

25.10 Notifying the applicant of a decision

The Committee and an Owners Corporation must immediately advise you in writing when they have made a decision about your application. The advice must:

- (a) clearly describe any conditions which attach to the approval; and
- (b) if the application is not approved, explain in detail the reasons for the decision.

26 Approval process

26.1 Standing Approvals by the Committee

The Committee has the power to make Standing Approvals to approve certain works or actions under the Architectural Code.

26.2 Standing approvals by an Owners Corporation

An Owners Corporation has the power to make Standing Approvals to approve certain works to Common Property in its Strata Scheme if the works are Common Property Building Works.

26.3 Conditional approvals

The Committee and an Owners Corporation may make conditions if they approve an application. The conditions may include, without limitation:

- (a) a reasonable time frame in which the works must be completed;
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing 17 Danks Street to carry out the works.

26.4 Revoking approval

SP91436

ePlan

Sheet 90 of 92

The Committee and an Owners Corporation may revoke their approval if an applicant you does not comply with the conditions for the approval.

26.5 Approvals from Council and Government Agencies

You must obtain all necessary approvals from Council and relevant Government Agencies before you carry out any works under the Architectural Code. This includes works for which the Committee or an Owners Corporation has created a Standing Approval.

26.6 When can you apply for consent from Council?

Subject to this clause 27, you may apply for approval from Council or a Government Agency to carry out works under the Architectural Code only after you have obtained approval from the Committee and your Owners Corporation (as appropriate).

26.7 Approving applications to Council and Government Agencies

You must not unreasonably refuse to approve or sign an application to Council or a Government Agency if the works contemplated in the application have been approved by the Committee.

27 Additional obligations for Owners Corporation

27.1 Notice of approvals

An Owners Corporation must promptly:

- (a) advise the Committee in writing when it grants consent to an Owner or Occupier to carry out works under its By-Laws or the Architectural Code; and
- (b) provide the Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Owners Corporation.

27.2 Notice of works on Common Property

An Owners Corporation must promptly:

- (a) advise the Committee in writing when the Owners Corporation carries out works in its Common Property (which are not the subject of an application under the Architectural Code); and
- {b) provide the Committee with details of the works carried out.

SP91436

ePlan

Sheet 91 of 92

28 Procedures for carrying out work

28.1 Procedures before you carry out work

Before you carry out works under the Architectural Code, you must:

- (a) arrange with the Committee and, where appropriate, your Owners Corporation a suitable time and means by which to access the area in which you will carry out the work;
- (b) comply with the reasonable requirements of the Committee and your Owners Corporation about the time and means by which you must access 17 Danks Street to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the Committee and your Owners Corporation about the times and means by which they must access 17 Danks Street to carry out the work.

28.2 Procedures when you carry out work

When you carry out work under the Architectural Code, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Committee or your Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Committee and, where appropriate, your Owners Corporation;
- (c) regularly remove debris and leave all areas of Shared Facilities and Common Property clean and tidy for all periods during which you carry out the work;
- (d) repair damage you (or persons carrying out the work on your behalf) cause to Shared Facilities, Common Property or the property of a Member, Owner or Occupier.

SP91436

ePlan

Sheet 92 of 92

Execution and Date

Executed as an agreement.

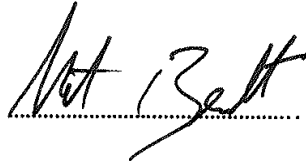
Date 20-7-15

Executed on behalf of

Danks Corporate Holdings Pty Ltd

ACN 161 105 942 by authority of Section 127



of the Corporations Act 2001



Sole Director | SECRETARY

Stuart Bennett

Name

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.
Signature of witness: 	Signature of attorney: 
Name of witness: SAM SHUCOB	Attorney's name: STEPHEN SMALL
Address of witness: LEVIE ST COSSER ST SYDNEY NSW 2000	Attorney's position: MANAGER
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: 4548 No: 494

REGISTERED



15.9.2015

Instrument setting out terms of easements or Profits a Pendre Intended to be created or released and of Restrictions or Positive Covenants Intended to be created pursuant to section 88b of the Conveyancing Act, 1919

Sheet 1 of 4 Sheets

SP91436

Plan of Subdivision of Lot 1 in
DP1186942

Covered by Subdivision Certificate

No.: SC 2385 Dated: 21 July 2015

Full name & address of the
owners of the land

DANKS CORPORATE HOLDINGS PTY LTD
Unit 12, 5-7 Inglewood Place
Baulkham Hills NSW 2153

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, 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	Restriction on the Use of Land	1 - 43 inclusive	City of Sydney Council
2	Restriction on the Use of Land	1 - 43 inclusive	City of Sydney Council

Part 2 (Terms)

1. Terms of Restriction firstly referred to in the plan

- (a) The on-site car parking spaces, exclusive of service and visitor car spaces, are not to be used other than by an occupant, tenant or resident of the subject building.
- (b) No part of any common areas, apart from the visitor vehicle spaces which are to be used only by visitors to the building, and service vehicle spaces which are to be used only by service vehicles, is to be used for the parking or storage of vehicles or boats.

Name of authority empowered to release, vary or modify restriction firstly referred to in the plan.

The City of Sydney Council



Council Authorised Person

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the Conveyancing Act, 1919

Sheet 2 of 4 Sheets

SP91436

Plan of Subdivision of Lot 1 in
DP1186942

Covered by Subdivision Certificate

No.: SC 2385 Dated: 21 July 2015

2. Terms of Restriction secondly referred to in the plan

The following restrictions apply to buildings approved for residential use:

- (a) The accommodation portion of the buildings must be used as permanent residential accommodation only and are not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Draft Sydney Local Environmental Plan 2011.
- (b) The change of use of the residential levels of the subject building from shop top housing as defined in the Draft Sydney Local Environmental Plan 2011 is not permitted without the written approval of the City of Sydney Council
- (c) No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots or bassinets.
- (d) The total number of adults residing in one unit shall not exceed twice the number of approved bedrooms.
- (e) If a unit contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.
- (f) An owner, tenant or Owners Corporation shall not permit a Building Manager or agent to advertise or organize for short term accommodation or share accommodation in the building.
- (g) Car parking spaces may only be used for parking of vehicles related to residence in the unit with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

Name of person empowered to release, vary or modify Restriction secondly referred to in the abovementioned plan.

City of Sydney Council

Council Authorised Person


Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the Conveyancing Act, 1919

Sheet 3 of 4 Sheets

SP91436

Plan of Subdivision of Lot 1 in
DP1186942

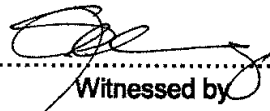
Covered by Subdivision Certificate

No.: SC 2385 Dated: 21 July 2015

Signed on behalf of City of Sydney Council by its Authorised Officer



.....
Authorised Officer
MICHAEL SOO



.....
Witnessed by

STEPHEN FEENEY

.....
Name of Witness

c/- 456 KENT STREET, SYDNEY

.....
Address of Witness

Council Authorised Person



Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the Conveyancing Act, 1919

Sheet 4 of 4 Sheets

SP91436

Plan of Subdivision of Lot 1 in
DP1186942

Covered by Subdivision Certificate

No.: SC 2385 Dated: 21 JULY 2015

Executed on behalf of
DANKS CORPORATE HOLDINGS PTY LTD
ACN 161 105 942
By authority of Section 127 of the Corporations Act 2001

Stuart Bennett

Stuart Bennett – Sole Director / Secretary

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: <i>[Signature]</i>	Signature of attorney: <i>[Signature]</i>
Name of witness: SAM SCHROEDER	Attorney's name: DANKS KENT
Address of witness: LEVEL 9, 201 SURSEC ST SYDNEY NSW 2000	Attorney's position: EXECUTIVE
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: 494 No: 494

REGISTERED  15.9.2015

ML

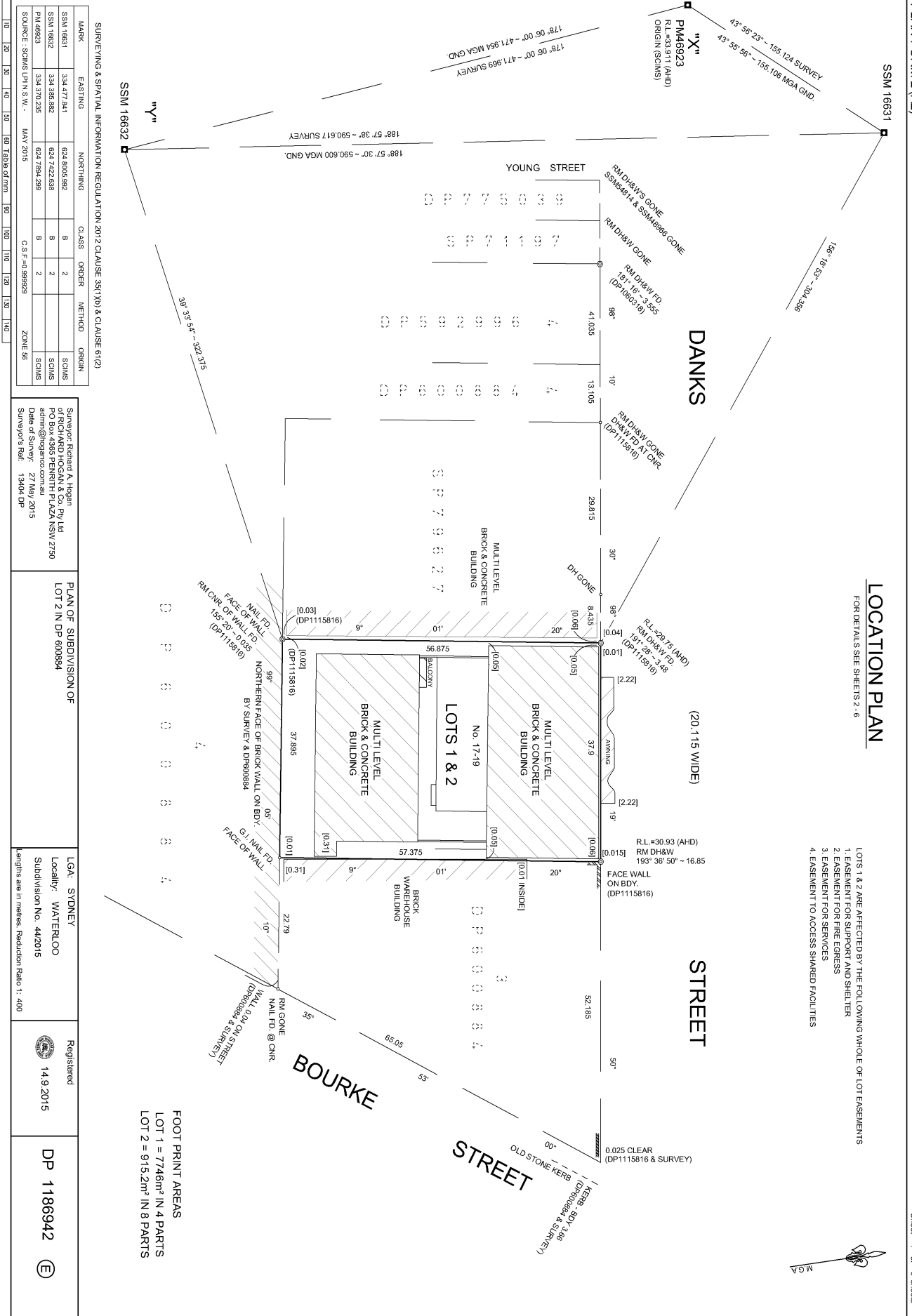
Council Authorised Person

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN

FOR DETAILS SEE SHEETS 2-6

- LOTS 1 & 2 ARE AFFECTED BY THE FOLLOWING WHOLE OF LOT EASEMENTS
1. EASEMENT FOR SUPPORT AND SHELTER
 2. EASEMENT FOR FIRE EGRESS
 3. EASEMENT FOR SERVICES
 4. EASEMENT TO ACCESS SHARED FACILITIES



SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) & CLAUSE 6(2)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN	
SSM 16831	334 477.941	624 6006.992	B	2		SCMS	
SSM 16832	334 386.882	624 7422.638	B	2		SCMS	
PM 48923	334 379.235	624 7894.289	B	2		SCMS	
SOURCE:	SCMS LPI N.S.W.	MAV 2015	C.S.F. = 0.989629				ZONE 56

Surveyor: Richard A. Hogan
 of RICHARD HOGAN & Co. Pty Ltd
 PO Box 4365 PENRITH PLAZA NSW 2750
 richard@rhogan.com.au
 Date of Survey: 21 May 2015
 Surveyor's Ref: 13044 DP

PLAN OF SUBDIVISION OF
 LOT 2 IN DP 600884

LGA: SYDNEY
 Locality: WATERLOO
 Subdivision No. 442015
 Lengths are in metres. Reduction Ratio: 1: 400

Registered
 14.9.2015

DP 1186942



FOOT PRINT AREAS
 LOT 1 = 7746m² IN 4 PARTS
 LOT 2 = 9152m² IN 8 PARTS

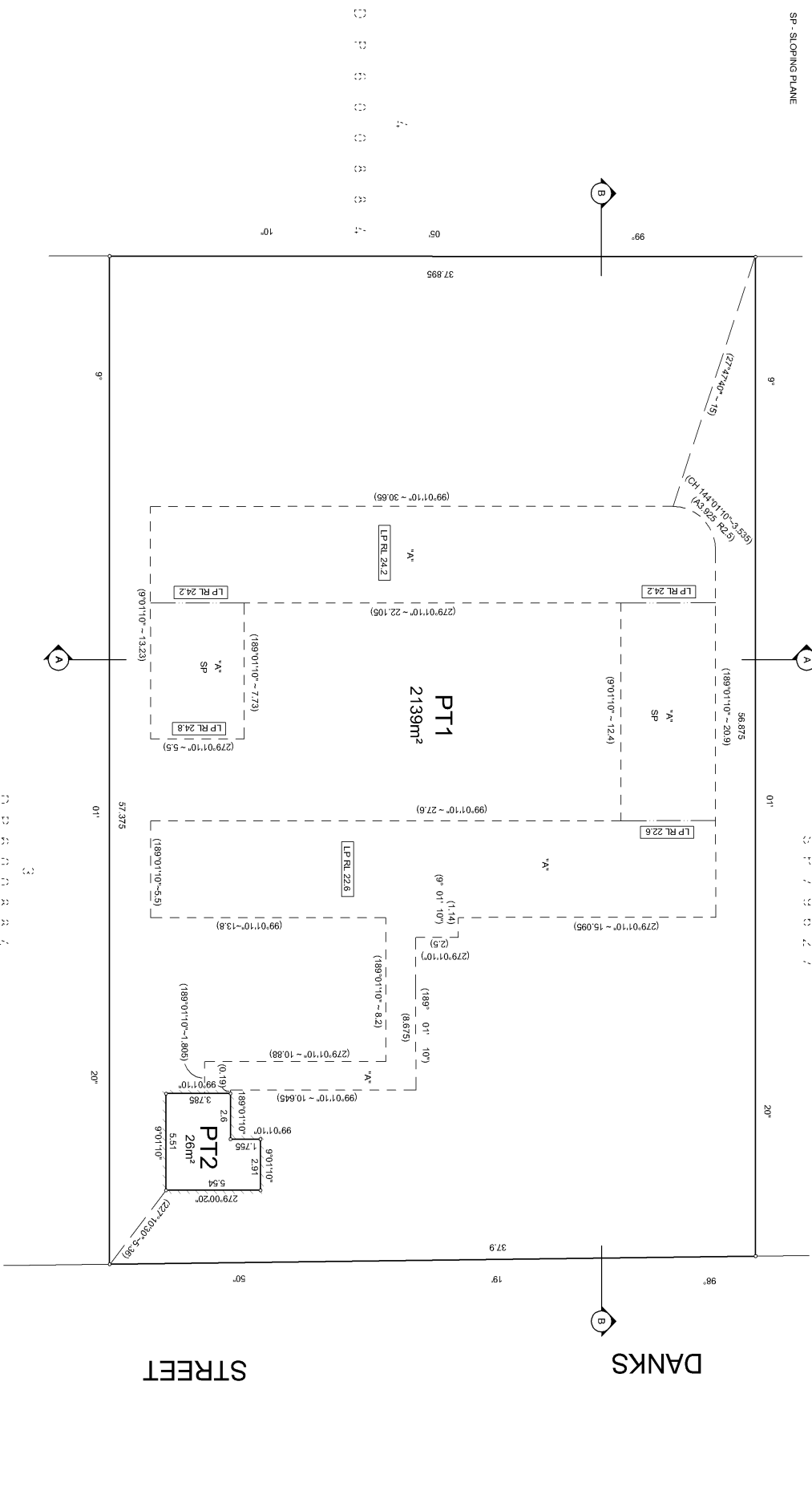
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOTS SHOWN ON THIS LEVEL ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON BASEMENT LEVEL 1 SHEET 3

BASEMENT LEVEL 2 & BELOW

SP - SLOPING PLANE



* - EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE STRUTUM LIMITS OF LOTS BURDENED ON THIS SHEET AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE PLANES

----- DENOTES BOUNDARY IS FACE OF WALL

Surveyor: Richard A. Hogan
 of RICHARD HOGAN & Co. Pty Ltd
 PO Box 4365 PENRITH PLAZA NSW 2750
 rahm@rha.com.au
 Date of Survey: 21 May 2015
 Surveyor's Ref.: 13404 DP

PLAN OF SUBDIVISION OF
 LOT 2 IN DP 600884

LGA: SYDNEY
 Locality: WATERLOO
 Subdivision No. 442015
 Lengths are in metres. Reduction Ratio: 1:150

Registered
 14.9.2015

DP 1186942



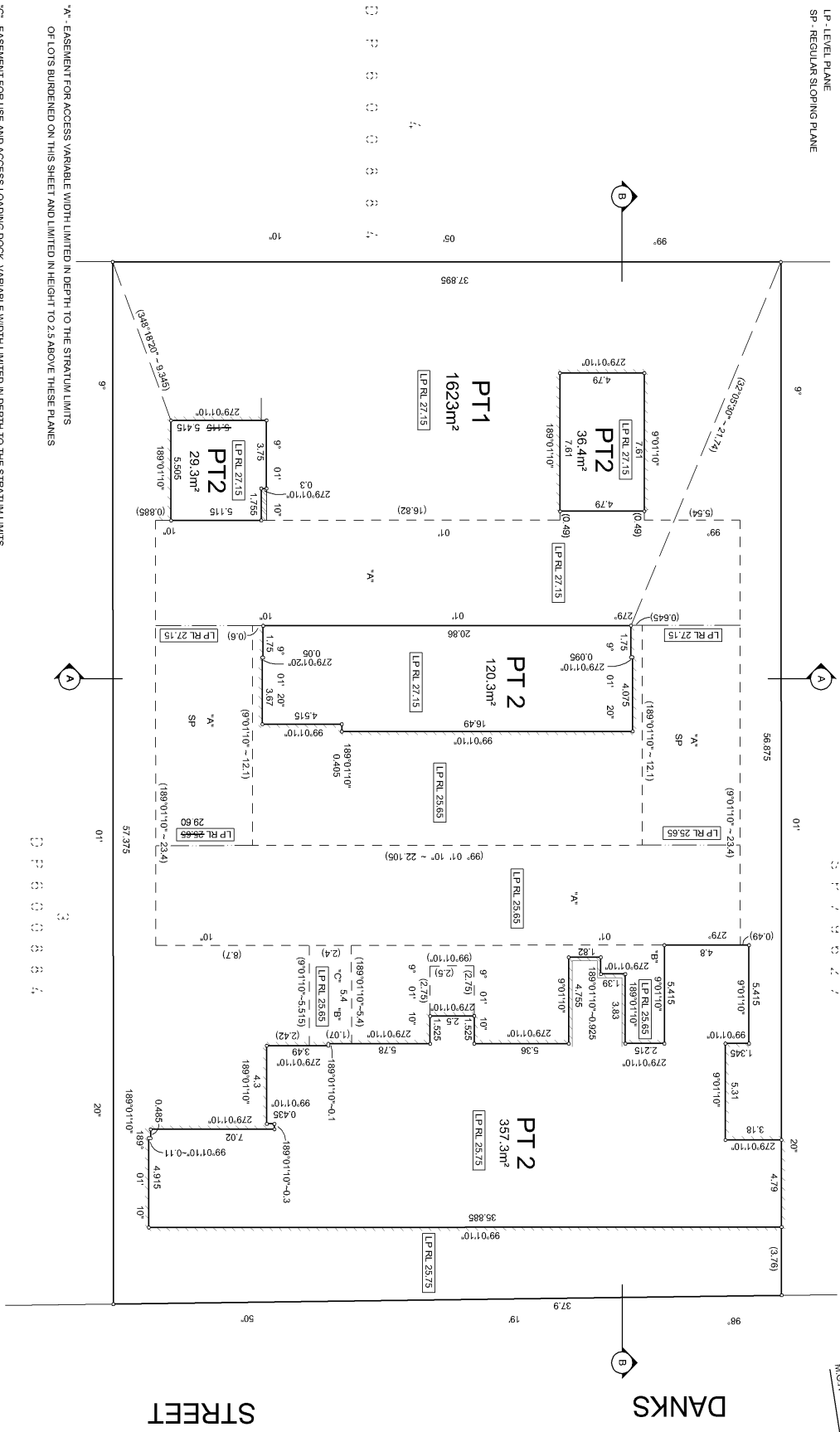
PLAN FORM 2 (A2)

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE SLOPING AND LEVEL PLANES SHOWN THIS [] AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON GROUND LEVEL SHEET 14

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

BASEMENT LEVEL 1

Sheet 3 of 6 sheets



A'- EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE STRATUM LIMITS OF LOTS BURDENED ON THIS SHEET AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE PLANES
 B'- EASEMENT FOR USE AND ACCESS LOADING DOCK VARIABLE WIDTH LIMITED IN DEPTH TO THE STRATUM LIMITS OF LOTS BURDENED ON THIS SHEET AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE PLANES
 DENOTES BOUNDARY/ IS FACE OF WALL

B'- RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN DEPTH TO THE STRATUM LIMITS OF LOTS BURDENED ON THIS SHEET AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE PLANES

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: Richard A. Hogan
 of RICHARD HOGAN & Co. Pty Ltd
 PO Box 4365 PENRITH PLAZA NSW 2750
 richard@rhogan.com.au
 Date of Survey: 27 May 2015
 Surveyor's Ref: 13494 DP

PLAN OF SUBDIVISION OF
 LOT 2 IN DP 600684

LGA: SYDNEY
 Locality: WATERLOO
 Subdivision No. 44/2015
 Lengths are in metres. Reduction Ratio: 1:150

Registered
 14.9.2015

DP 1186942

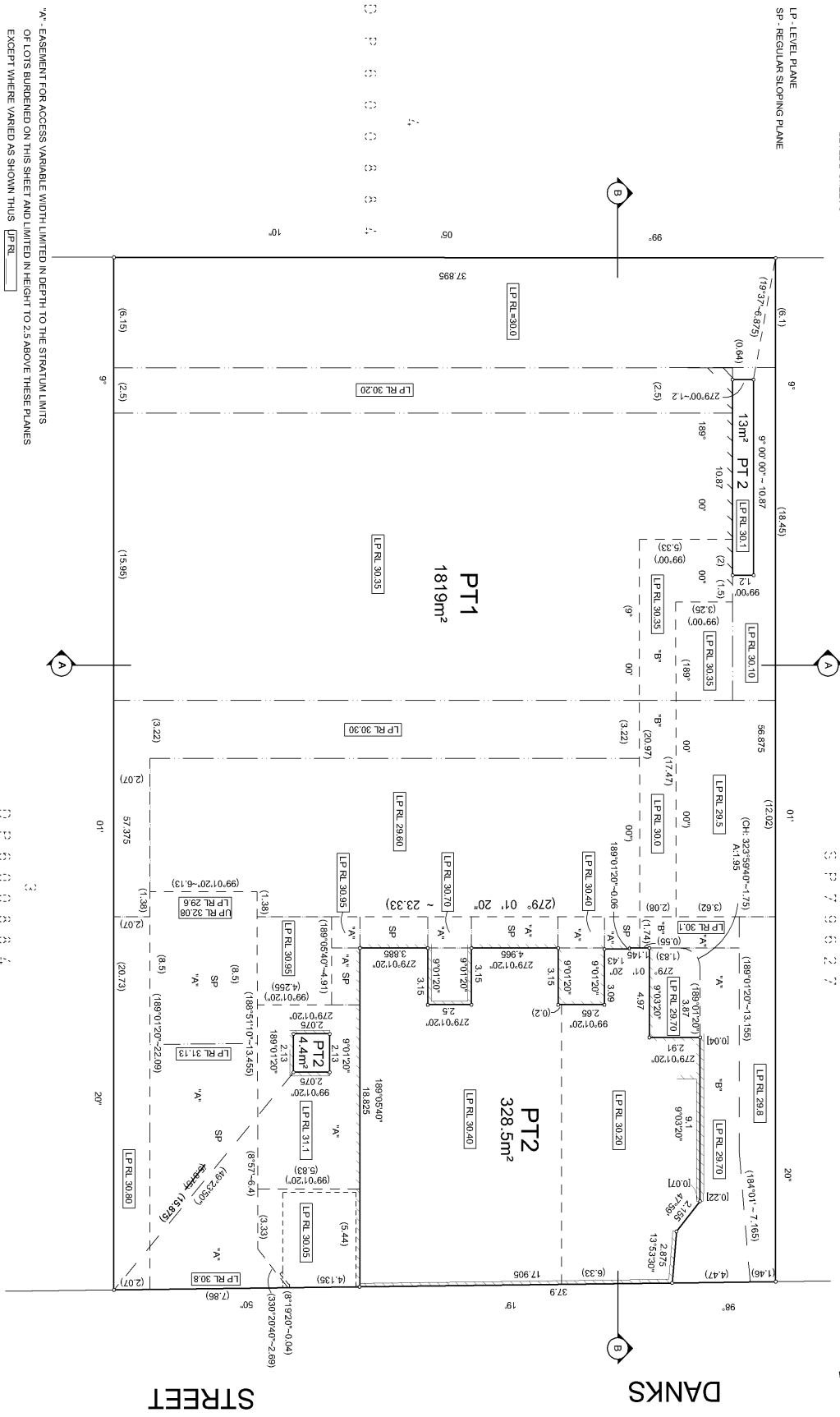
PLAN FORM 2 (A2)

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE SLOPING AND LEVEL PLANES SHOWN THUS [] AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON LEVEL 2 SHEET 5

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 4 of 6 sheets

GROUND FLOOR & LEVEL 1



'A' - EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE STRATUM LIMITS OF LOTS BURNEED ON THIS SHEET AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE PLANES EXCEPT WHERE VARIED AS SHOWN THUS []
 'B' - RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN DEPTH TO THE STRATUM LIMITS OF LOTS BURNEED ON THIS SHEET AND LIMITED IN HEIGHT TO 2.5 ABOVE THESE PLANES

----- DENOTES BOUNDARY IS FACE OF WALL

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

Surveyor: Richard A. Hogan
 of RICHARD HOGAN & Co. Pty Ltd
 PO Box 4365 PENRITH PLAZA NSW 2750
 r.hogan@rhcgroup.com.au
 Date of Survey: 21 May 2015
 Surveyor's Ref.: 13404 DP

PLAN OF SUBDIVISION OF
 LOT 2 IN DP 600884

LGA: SYDNEY
 Locality: WATERLOO
 Subdivision No. 44/2015
 Lengths are in metres. Reduction Ratio: 1:150

Registered
 14.9.2015

DP 1186942

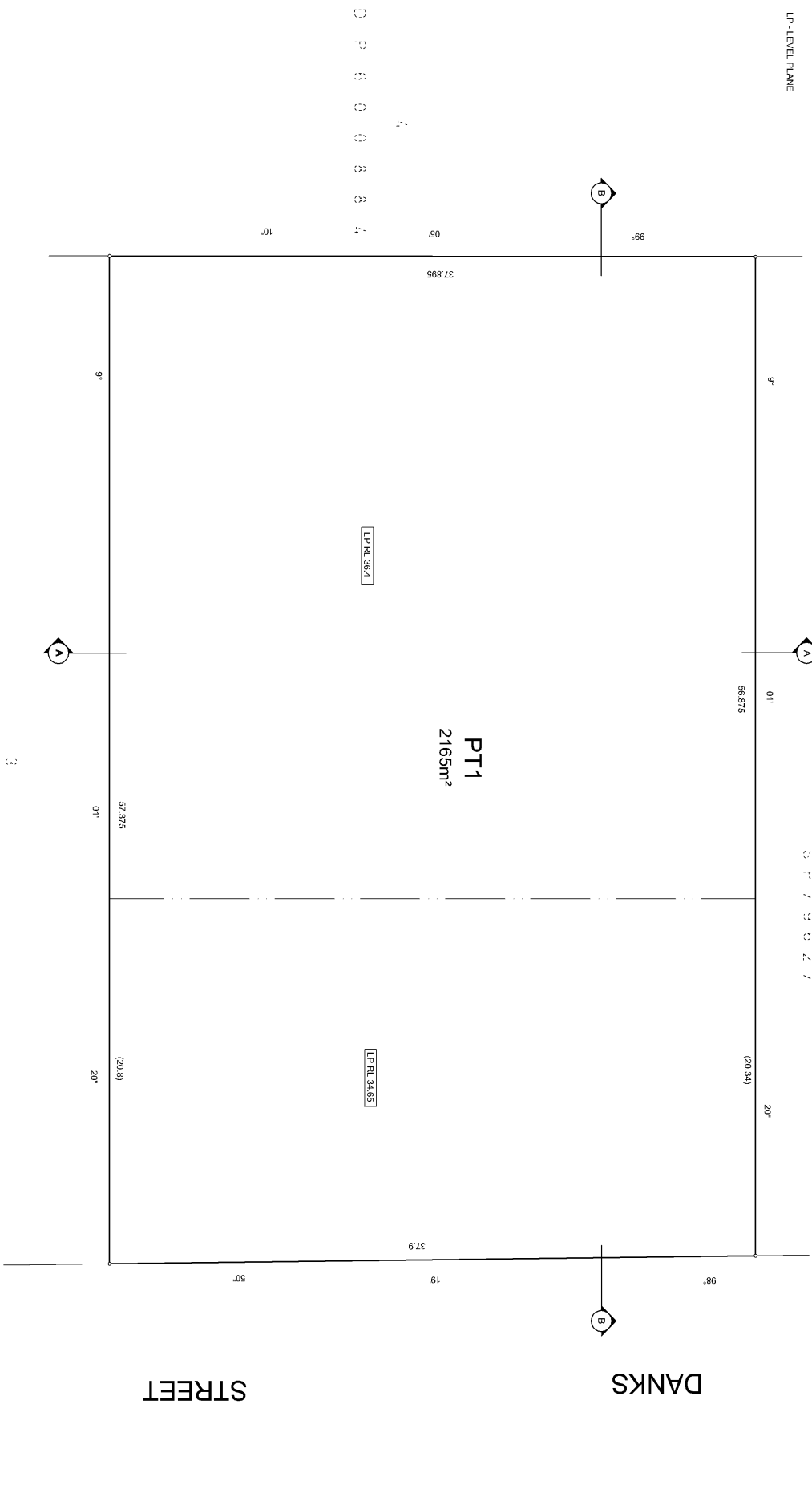
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

ePlan Sheet 5 of 6 sheets

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE
 SLOPING AND LEVEL PLANES SHOWN. THIS [] RL [] AND ARE UNLIMITED IN HEIGHT

LEVEL 2 & ABOVE



10 20 30 40 50 60 Tables of mm 90 100 110 120 130 140

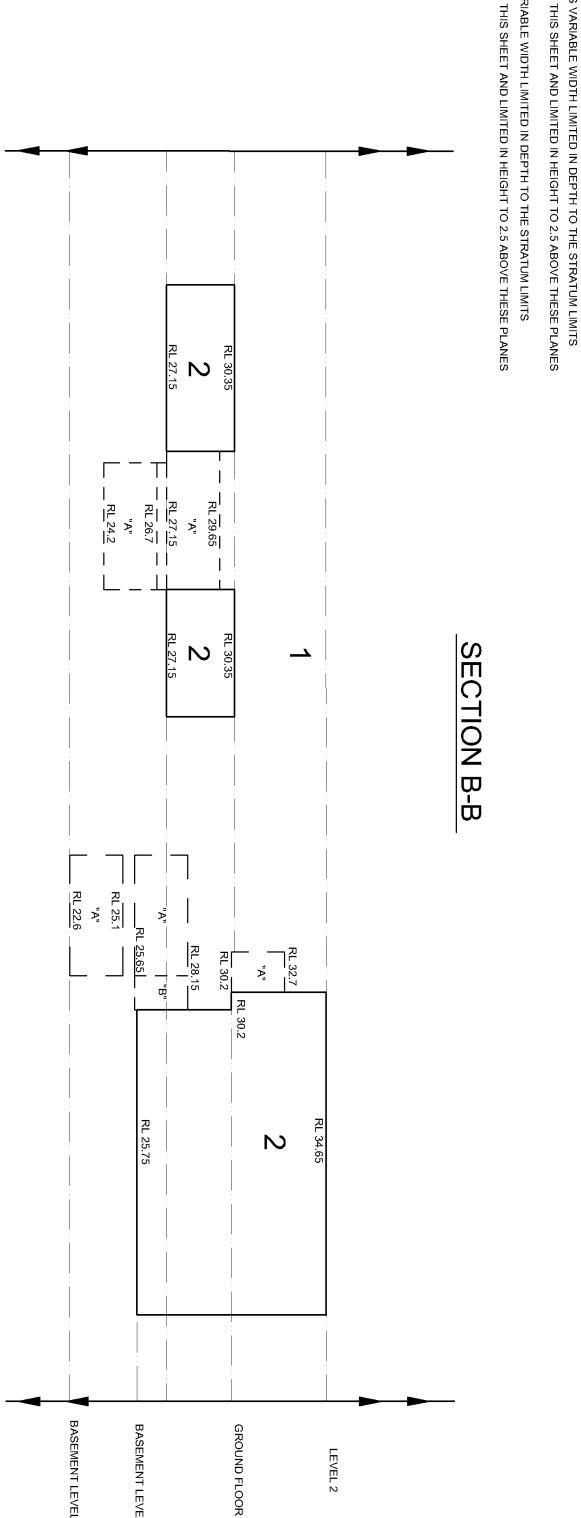
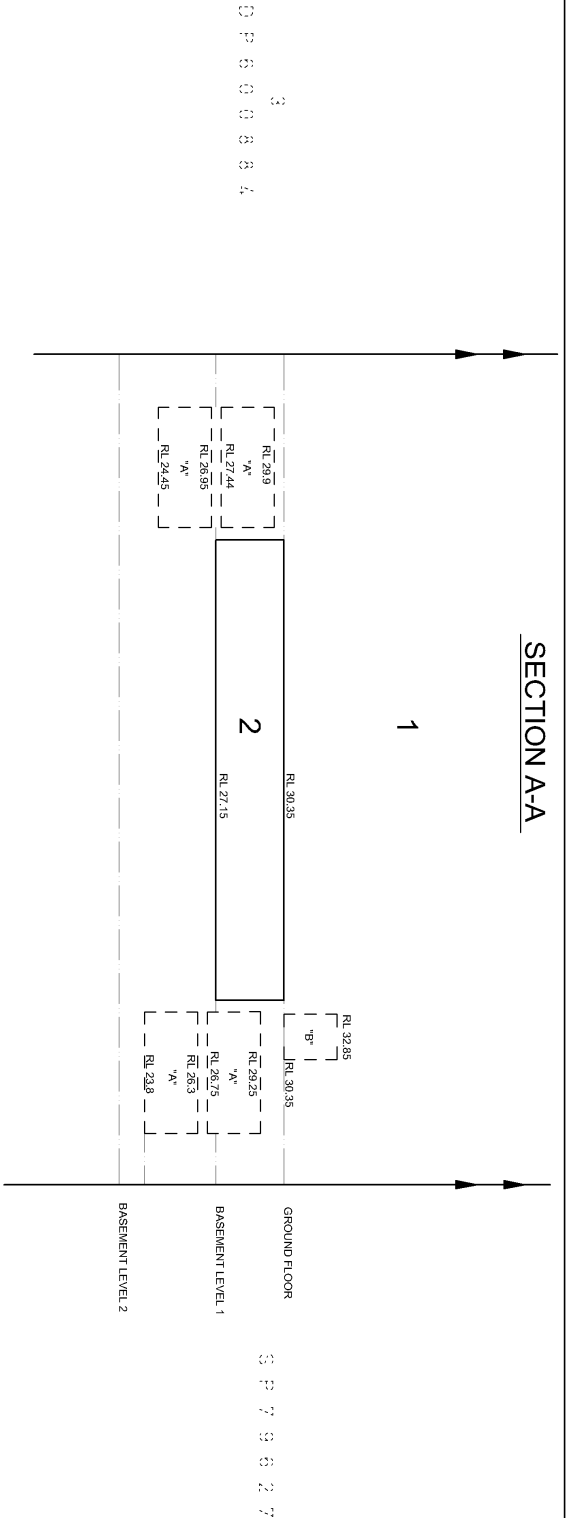
Surveyor: Richard A. Hogan
 of RICHARD HOGAN & Co., Pty Ltd
 PO Box 4365 PENRITH PLAZA NSW 2750
 rahogan@rghogan.com.au
 Date of Survey: 21 May 2015
 Surveyor's Ref.: 13404 DP

PLAN OF SUBDIVISION OF
 LOT 2 IN DP 600884

LGA: SYDNEY
 Locality: WATERLOO
 Subdivision No. 44/2015
 Lengths are in metres. Reduction Ratio: 1:150

Registered
 14.9.2015

DP 1186942



10 20 30 40 50 60 Tables of mm 90 100 110 120 130 140

Surveyor: Richard A. Hogan
 of RICHARD HOGAN & Co. Pty Ltd
 PO Box 4365 PENRITH PLAZA NSW 2750
 rahogan@rha.com.au
 Date of Survey: 21 May 2015
 Survey's Ref: 13404 DP

PLAN OF SUBDIVISION OF
 LOT 2 IN DP 600884

LGA: SYDNEY
 Locality: WATERLOO
 Subdivision No. 44/2015
 Lengths are in metres. Reduction Ratio: 1:150

Registered
 14.9.2015

DP 1186942

DANKS STREET



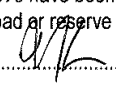
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)


<p>Registered:  14.9.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1186942</p> <p>Office Use Only</p>
<p>PLAN OF SUBDIVISION</p> <p>OF LOT 2 IN DP 600884</p>	<p>LGA: SYDNEY</p> <p>Locality: WATERLOO</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, Richard A. Hogan of RICHARD HOGAN & CO PTY LTD admin@hoganco.com.au a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 27 - 05 - 2015</p> <p>*(b) The part of the land shown in the plan (*being/*excluding Δ.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 23 - 06 - 2015</p> <p>Surveyor ID: 100</p> <p>Datum Line: "X" (PM46923) ~ "Y" (SSM16632)</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*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.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, MICHAEL SOO..... *Authorised Person/*General Manager/*Accredited Corridor, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number:</p> <p>Consent Authority: CITY OF SYDNEY.....</p> <p>Date of endorsement: 17 JULY 2015.....</p> <p>Subdivision Certificate number: 44/2015.....</p> <p>File number: S/2015/34.....</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>Plans used in the preparation of survey/completion.</p> <p>DP600884</p> <p>DP1060318</p> <p>DP1115816</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 13404 DP</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  14.9.2015</p> <p>PLAN OF SUBDIVISION OF LOT 2 IN DP 600884</p> <p>Subdivision Certificate number: <u>44/2015</u></p> <p>Date of Endorsement: <u>17 JULY 2015</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1186942</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
---	---

Lot	Street Number	Street Name	Street Type	Locality
1	17	DANKS	STREET	WATERLOO
2	19	DANKS	STREET	WATERLOO

PURSUANT TO SECTION 88B OF THE CONVAYANCING ACT 1919, AS AMENDED

- IT IS INTENDED TO CREATE:
1. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
 2. EASEMENT FOR FIRE EGRESS (WHOLE OF LOT)
 3. EASEMENT FOR SERVICES (WHOLE OF LOT)
 4. EASEMENT TO ACCESS SHARED FACILITIES (WHOLE OF LOT)
 5. EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A)
 6. RESTRICTION ON THE USE OF LAND
 7. RESTRICTION ON THE USE OF LAND
 8. RESTRICTION ON THE USE OF LAND
 9. EASEMENT FOR USE AND ACCESS LOADING DOCK VARIABLE WIDTH (LIMITED IN STRATUM) (C)
 10. RIGHT OF FOOTWAY VARIABLE WIDTH (LIMITED IN STRATUM) (B)

If space is insufficient use additional annexure sheet


Surveyor's Reference: 13404 DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

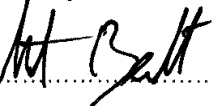
ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)


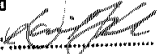
<p>Registered:  14.9.2015</p> <p>Office Use Only</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1186942</p>
<p>PLAN OF SUBDIVISION OF LOT 2 IN DP 600884</p>	
<p>Subdivision Certificate number: <u>44 / 2015</u></p> <p>Date of Endorsement: <u>17 JULY 2015</u></p>	

- 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.

Executed on behalf of
DANKS CORPORATE HOLDINGS PTY LTD
 ACN 161 105 942
 By authority of Section 127 of the Corporations Act 2001



.....
 Stuart Bennett – Sole Director / Secretary

<p>Land and Property Information</p> <p>NEW SOUTH WALES</p> <p>I certify 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.</p>		<p>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</p>	
Signature of witness: 	Signature of attorney: 	Name of witness: <u>SAM CHIODINI</u>	Attorney's name: <u>DANIEL KENT</u>
Address of witness: <u>LEVEL 9, 201 SUSSEX ST SYDNEY NSW 2000</u>	Attorney's position: <u>RELATIONSHIP</u>	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA	ABN 48 123 123 124
	Power of attorney	-Book: <u>4588</u>	No: <u>494</u>

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13404 DP

ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 1 of 8 Sheets

DP1186942

Plan of Subdivision of Lot 2 in
 DP600884

Covered by Council Certificate

No. ~~44/2015~~ Dated: 17 July 2015

44/2015

Full name & address of the
 owners of the land

DANKS CORPORATE HOLDINGS PTY LTD
 Unit 12, 5-7 Inglewood Place
 Baulkham Hills NSW 2153

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter (whole of lot)	1 2	2 1
2	Easement for Fire Egress (whole lot)	1 2	2 1
3	Easement for Services (whole of lot)	1 2	2 1
4	Easement to Access Shared Facilities (whole of lot)	1 2	2 1
5	Easement for Access variable width (limited in stratum) (A)	1 2	2 1
6	Restriction on the Use of Land	1 & 2	City of Sydney Council
7	Restriction on the Use of Land	1	City of Sydney Council
8	Restriction on the Use of Land	1 & 2	City of Sydney Council
9	Easement for Use and Access Loading Dock variable width (limited in stratum) (C)	1	2
10	Right of Footway variable width (limited in stratum) (B)	1	2

R.H.

Council Authorised Person 

ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 2 of 8 Sheets

DP1186942

Plan of Subdivision of Lot 2 in
DP600884

Covered by Council Certificate

No.: 44/2015 Dated: 17 JULY 2015

Part 2 (Terms)

1. Terms of Easement for Support and Shelter firstly referred to in the plan

1.1 An easement for support is created as appurtenant to and affecting the burdened and benefitted lots (**Lots**) and any subjacent and lateral support by such other parts of the building erected on the burdened and benefitted lots (**Building**) which are capable of affording support;

1.2 An easement for support is created as affecting those Lots situated in the Building for all such other parts of the Building which are capable of enjoying support.

1.3 An easement for shelter is created as appurtenant to affecting all Lots which are situated with the Building and any subjacent and lateral support by such other parts the Building which are capable of affording shelter;

1.4 An easement for shelter is created as affecting those lots for all such other parts of the Building which are capable of being sheltered by those Lots.

1.5 This easement may only be released or varied with consent of the owners of the lots Benefitted.

2. Terms of Easement for Fire Egress secondly referred to in the plan

The owner of the burdened lot grants the owner of the benefitted lot (and its occupiers and invitees) the right to enter, pass and repass over the fire stairs and passages from time to time within the site of the easement at all times on foot for the purpose of evacuation in emergency situations or for fire drill exercises to gain access to the fire stairs and passages being part of the burdened lot.

Council Authorised Person



ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 3 of 8 Sheets

DP1186942

Plan of Subdivision of Lot 2 in
DP600884

Covered by Council Certificate

No.: 44/2015 Dated: 17 JULY 2015

3. Terms of Easement for Services thirdly referred to in the plan

3.1 An easement for services in the terms of that under Schedule 8B of the *Conveyancing Act 1919* is created in respect of all wires, cables, pipes, conduits, equipment and other structures and things relating to services which, at time of registration of this instrument and which may be subject to the Strata Management Statement registered with this instrument (**Strata Management Statement**) be installed from time to time, pass through or are situated in the burdened lot and service the benefited lot including the right to install future services on the roof of the Building subject to the terms of the Strata Management Statement (Services).

3.2 The owner of the benefited lot, its employees, contractors, agents and/or invitees, may:

3.2.1 by any reasonable means pass across that part of the lot burdened dedicated to access and maintain the Services or if no such dedicated access path or route is available then by the most reasonable means available to access the Services, to get to or from the lot benefited, and

3.2.2 do anything reasonably necessary for that purpose, including:

- (1) entering that part of burdened lot described in clause 3.2.1; and
- (2) taking anything on that part of burdened lot described in clause 3.2.1.

3.3 In exercising those powers, the owner of the benefited lot must:

3.3.1 cause as little inconvenience as is practicable to the owner of the burdened lot and any occupier of the burdened lot; and

3.3.2 cause as little damage as is practicable to the burdened lot and any improvement on it; and

3.3.3 where the owner of the benefited lot causes damage to the burdened lot, restore the burdened lot as nearly as is practicable to its former condition.

Council Authorised Person



ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 4 of 8 Sheets

DP1186942

Plan of Subdivision of Lot 2 in
DP600884

Covered by Council Certificate

No.: 44 | 2015 Dated: 17 JULY 2015

4. Terms of Easement for Access and Shared Facilities fourthly referred to in the plan

4.1 The owner and/or occupier of the lot benefited, and any person authorised by the owner or any occupier of the lot benefited, may, for the purposes of access to and maintenance and repair of the Shared Facilities (as defined in the Strata Management Statement):

(a) by reasonable means pass across that part of the lot burdened dedicated to access and maintain the Shared Facilities or if no such dedicated access path or route is available then by the most reasonable means available to access the Shared Facilities, to get to or from the lot benefitted, and

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

(1) entering that part of burdened lot described in clause 4.1(a); and

(2) taking anything on that part of burdened lot described in clause 4.1(a) (including, but not limited to, tools, machinery, wheelbarrows, trolleys and garbage receptacles).

4.2 In exercising those rights, the owner of the lot benefitted must:

(a) cause as little inconvenience as is practicable to the owner and occupier of the lot burdened, and

(b) cause as little damage as is practicable to the lot burdened and any improvement on it, and

(c) where any damage is caused, restore the lot burdened as nearly as is practicable to its former condition.

4.3 Unless otherwise agreed, the use of the Easement to Access Shared Facilities created by clause 4 shall only be permitted between the hours of 7:30am and 12:00pm, Monday to Saturday.

Council Authorised Person 

ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 5 of 8 Sheets

DP1186942

Plan of Subdivision of Lot 2 in
DP600884

Covered by Council Certificate

No.: 44/2015 Dated: 17 JULY 2015

- 4.4 The Strata Management Statement determines the responsibility for all maintenance, repair and operating expenses of the site of the Easement for Access Shared Facilities.
- 4.5 In each case, the consent of both the owners of the lot burdened and the lot benefited is required to vary or release the Easement to Access Shared Facilities.

5. Terms of Easement for Access fifthly referred to in the plan

- 5.1 The owner of the benefited lot, its employees, contractors, agents and/or invitees, may:
- 5.1.1 by any reasonable means pass across the lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
- 5.1.2 do anything reasonably necessary for that purpose, including:
- (a) entering the burdened lot; and
- (b) taking anything on to the burdened lot.
- 5.2 In exercising those powers, the owner of the benefited lot must:
- 5.2.1 cause as little inconvenience as is practicable to the owner of the burdened lot and any occupier of the burdened lot; and
- 5.2.2 cause as little damage as is practicable to the burdened lot and any improvement on it; and
- 5.2.3 where the owner of the benefited lot causes damage to the burdened lot, restore the burdened lot as nearly as is practicable to its former condition.

Council Authorised Person 

ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 6 of 8 Sheets

DP1186942

Plan of Subdivision of Lot 2 in
DP600884

Covered by Council Certificate

No.: 44/2015 Dated: 17 JULY 2015

6. Terms of Restriction sixthly referred to in the plan

The sum of the Gross Floor Area of the buildings is limited to a maximum Floor Space Ratio of 2:1 attributable to the whole of the land in the plan (being Lots 1 and 2)

Name of person empowered to release, vary or modify Restriction sixthly referred to in the abovementioned plan.

City of Sydney Council

7. Terms of Restriction seventhly referred to in the plan

The following restrictions apply to buildings approved for residential use:

- (a) The accommodation portion of the buildings must be used as permanent residential accommodation only and are not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Draft Sydney Local Environmental Plan 2011.
- (b) The change of use of the residential levels of the subject building from shop top housing as defined in the Draft Sydney Local Environmental Plan 2011 is not permitted without the written approval of the City of Sydney Council
- (c) No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots or bassinets.
- (d) The total number of adults residing in one unit shall not exceed twice the number of approved bedrooms.
- (e) If a unit contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.
- (f) An owner, tenant or Owners Corporation shall not permit a Building Manager or agent to advertise or organize for short term accommodation or share accommodation in the building.

Council Authorised Person

ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 7 of 8 Sheets

DP1186942

Plan of Subdivision of Lot 2 in
DP600884

Covered by Council Certificate

No.: 44/2015 Dated: 17 JULY 2015

(g) Car parking spaces may only be used for parking of vehicles related to residence in the unit with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

Name of person empowered to release, vary or modify Restriction seventhly referred to in the abovementioned plan.

City of Sydney Council

8. Terms of Restriction eighthly referred to in the plan

The on-site car parking spaces, exclusive of service and visitor car spaces, are not to be used other than by an occupant, tenant or resident of the subject building.

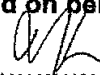
Name of person empowered to release, vary or modify Restriction eighthly referred to in the abovementioned plan.


City of Sydney Council

9. Easement for Use and Access Loading Dock ninthly referred to in the plan

Subject to the terms of the Strata Management Statement the owner of the burdened lot grants the owner of the benefited lot (and its occupiers and invitees) the right to use access and use the loading dock in and through that part of the burdened lot shown as on the plan, to transfer goods and equipment to and from the benefited lot, provided that in doing so, the owner of the benefited lot causes as little inconvenience as is practicable to the owner of the burdened lot.


Signed on behalf of City of Sydney Council by its Authorised Officer


.....
Authorised Officer
MICHAEL SOO


.....
Witnessed by

STEPHEN FEENEY
.....
Name of Witness

1/456 KENT STREET SYDNEY
.....
Address of Witness


Council Authorised Person

ePlan

Instrument setting out terms of easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to section 88b of the conveyancing act, 1919

Sheet 8 of 8 Sheets

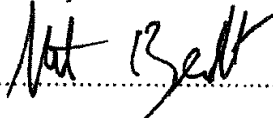
DP1186942

Plan of Subdivision of Lot 2 in
DP600884


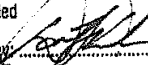
Covered by Council Certificate


No.: 44/2015 Dated: 17 July 2015

Executed on behalf of
DANKS CORPORATE HOLDINGS PTY LTD
ACN 161 105 942
By authority of Section 127 of the Corporations Act 2001



Stuart Bennett - Sole Director / Secretary

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: SAM SCHUCHERT	Attorney's name: DAVID KENT
Address of witness: LEVEL 9, 201 ROSSER ST SYDNEY NSW 2000	Attorney's position: RELATIONSHIP EXECUTIVE
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124 454 496
	Power of attorney -Book: NO:

Council Authorised Person 

REGISTERED  14.9.2015

Form: 13PC
 Release: 3-1

POSITIVE COVEN
 New South Wales
 Section 88E(3) Conveyancing



AI74586V

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

(A) TORRENS TITLE	2/600884		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	
	112M	COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P Reference: S106759 - J Maddox	
			CODE PC
(C) REGISTERED PROPRIETOR	Of the above land DANKS CORPORATE HOLDINGS PTY LIMITED (ACN: 161 105 942)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AH715238 4- <i>hm</i>	WESTPAC BANKING CORPORATION
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
 DATE 4 OCTOBER 2013

(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]* Signature of authorised officer: *[Signature]*
 Name of witness: HEATHER TURNER Name of authorised officer: Marcia Claire Doheny
 Address of witness: 456 Kent Street, Sydney Position of authorised officer: Power of Attorney
COUNCIL OF THE CITY OF SYDNEY
BOOK 4572 REG. No. 994

(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: DANKS CORPORATE HOLDINGS PTY LIMITED (ACN: 161 105 942)
 Authority: section 127 of the Corporations Act 2001
~~Signature of authorised person:~~ Signature of authorised person: *[Signature]*
~~Name of authorised person:~~ Name of authorised person: STUART KENNETH BENNETT
~~Office held:~~ Office held: Sole Director/Secretary

(H) Consent of the mortgagee
 The mortgagee under mortgage No. AH715238, agrees to be bound by this positive covenant, 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]* Signature of mortgagee: *[Signature]*
 Name of witness: SAMANTHA SCHOOF FULL NAME: DANIEL KENI
 Address of witness: LEVEL 9, 201 SUSSEX ST SYDNEY NSW 2000 POSITION: RELATIONSHIP EXECUTIVE

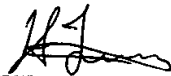
DM721

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 2 IN DEPOSITED PLAN 600884 BETWEEN DANKS CORPORATE HOLDINGS PTY LIMITED (ACN: 161 105 942) AND COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

DATED 4th day of OCTOBER 2013

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier "2/600884") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

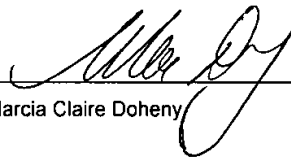
- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land burdened is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land burdened;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;



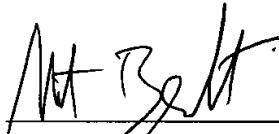
Witness (signature):

HEATHER TURNER

Name (printed):



Marcia Claire Doheny



Stuart Kenneth Bennett
Sole Director/Secretary
Danks Corporate Holdings Pty Limited

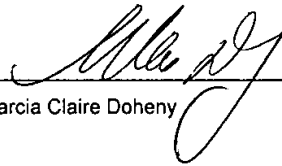
- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of:
- (i) any blockage of or surcharge or backflow from Council's drainage system;
 - (ii) the connection to Council's drainage system;
 - (iii) the construction of the private connection beneath the footway or its presence in the public way;
 - (iv) the relocation of the gully pit;
 - (v) any costs and expenses of disconnection under paragraph (c);
- to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened;
- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.



Witness (signature):

HEATHER TURNER

Name (printed):



Marcia Claire Doheny



Stuart Kenneth Bennett
Sole Director/Secretary
Danks Corporate Holdings Pty Limited

Form: 13RPA
 Release: 3-1

**RESTRICTION ON 1
 USE OF LAND BY
 PRESCRIBED AUTHO**
 New South Wales
 Section 88E(3) Conveyancing Act



AI74587T

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

(A) **TORRENS TITLE** 2/600884

(B) **LODGED BY**

Document Collection Box 112M	Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN:123053P Reference: S106759 - J Maddox	CODE RV
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(C) **REGISTERED PROPRIETOR** Of the above land
DANKS CORPORATE HOLDINGS PTY LIMITED (ACN: 161 105 942)

(D) **LESSEE MORTGAGEE or CHARGE** Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AH 715238 <i>ht</i> <i>my</i>	WESTPAC BANKING CORPORATION

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
COUNCIL OF THE CITY OF SYDNEY

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
 DATE 4 OCTOBER 2013

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

Signature of witness: *[Signature]*
 Name of witness: HEATHER TURNER
 Address of witness: 456 Kent Street
SYDNEY NSW 2000

Signature of authorised officer: *[Signature]*
 Name of authorised officer: Marcia Claire Doheny
 Position of authorised officer: Power of Attorney
Book 4572 Reg No. 994
COUNCIL OF THE CITY OF SYDNEY

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: Danks Corporate Holdings Pty Limited (ACN: 161 105 942)
 Authority: section 127 of the Corporations Act 2001

~~Signature of authorised person:~~
~~Name of authorised person:~~
~~Office held:~~

Signature of authorised person: *[Signature]*
 Name of authorised person: Stuart Kenneth Bennett
 Office held: Sole Director/Secretary

(H) The mortgagee under mortgage No. AH 715238 agrees to be bound by this restriction. I certify that the mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: *[Signature]*
 Name of witness: SAMANTHA SCHUCHOFF
 Address of witness: LEVEL 9, 201 SUSSEX ST
SYDNEY NSW 2000

Signature of mortgagee: *[Signature]*
 DANIEL KENT
 FULL NAME:
 POSITION: RELATIONSHIP EXECUTIVE

**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A
PRESCRIBED AUTHORITY ON LOT 2 IN DEPOSITED PLAN 600884 BETWEEN
DANKS CORPORATE HOLDINGS PTY LIMITED AND COUNCIL OF THE CITY OF
SYDNEY**


DATED: 4th day of OCTOBER 2013

RESTRICTION ON RESIDENTIAL DEVELOPMENT

The residential apartments within or forming part of the building (levels 1-6) which is constructed pursuant to the Consent will not be used or occupied except for the sole purpose of residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

"Consent" means the consent granted to Development Application D/2012/969 in accordance with the Environmental Planning and Assessment Act 1979;

"Residential Accommodation" means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.



Witness:
Name (printed): HEATHER TURNER



Marcia Claire Doheny



Stuart Kenneth Bennett
Sole Director/Secretary
Danks Corporate Holdings Pty Limited

Form: 07L
Release: 4-4

LEASE

New South Wales
Real Property Act 1900



AJ671659Q

EXTRA-FEES RAISED

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.

RELODGED
STAMP DUTY
25 AUG 2015
TIME:

Office of State Revenue use only

(A) TORRENS TITLE
PLAN FEE &
EXTRA FEE
RAISED

Property leased
2/600884
PART being the premises shown on the plan annexed and marked "B" together with the easement referred to in Clause 1 of Annexure "A"

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number, if any RICHARD HOGAN & CO PTY LTD PO Box 4365 PENRITH PLAZA NSW 2750 0247 326599 Reference: 13404	CODE L
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(C) LESSOR

DANKS CORPORATE HOLDINGS PTY LTD
ACN 161 105 942

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) LESSEE

AUSGRID
ABN 67 505 337 385

TENANCY:

(G) 1. TERM 50 years

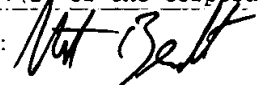
- COMMENCING DATE 1 June 2015
- TERMINATING DATE 30 May 2065
- With an OPTION TO RENEW for a period of 25 years set out in clause 29 of Memorandum AG823634
- With an OPTION TO PURCHASE set out in clause N.A. of N.A.
- Together with and reserving the RIGHTS set out in clause 1 of Annexure "A"
- Incorporates the provisions or additional material set out in ANNEXURE(S) N.A. hereto.
- Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900 No. AG823634
- The RENT is set out in clause No. 5 of Memorandum AG823634

DATE _____

(H) 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: DANKS CORPORATE HOLDINGS PTY LTD

Authority: section 127(1) of the Corporations Act 2001

Signature of authorised person: 

Signature of authorised person: _____

Name of authorised person: Stuart Kenneth Bennett


Name of authorised person: _____


Office held: Sole Director / Secretary

Office held: _____

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness: 

Signature of attorney: 

Name of witness: LISA ANDERSON

Attorney's name: Pamela Henderson

Address of witness: 570 George Street
Sydney NSW 2000

Signing on behalf of: AUSGRID

Power of attorney-Book: 4677 General Manager
-No.: 685 Customer +
Corporate
Services
(Acting)

(I) STATUTORY DECLARATION*

I _____
solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

Justice of the Peace (J.P. Number: _____) Practising Solicitor

Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness: _____

Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

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

ANNEXURE "A"

Lease between

DANKS CORPORATE HOLDINGS PTY LTD as Lessor and

AUSGRID as Lessee

dated:

The Lessee shall have the benefit of the following rights:

1. An EASEMENT FOR ELECTRICITY WORKS over the land shown on the plan annexed and marked "B" on the terms and contained in clause 18(b) of memorandum AG823634 filed in Land & Property Information

Signed for and on behalf of
DANKS CORPORATE HOLDINGS PTY LTD

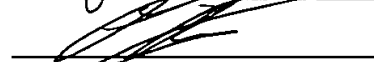


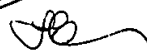
STUART BENNETT

SOLE DIRECTOR / SECRETARY

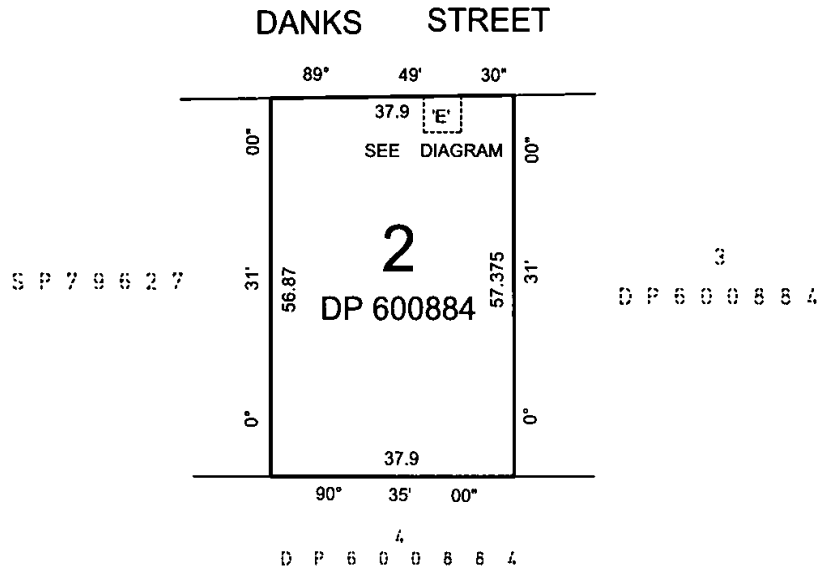
Signed for and on behalf of
AUSGRID





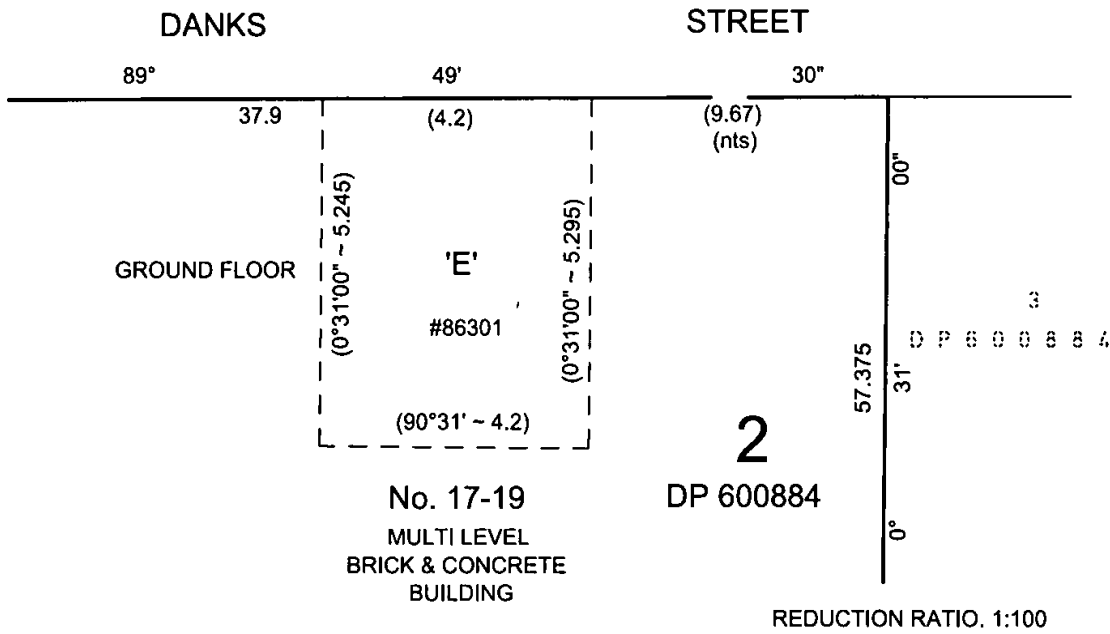


ANNEXURE "B"
 PLAN OF EASEMENT FOR ELECTRICITY WORKS
 WITHIN LOT 2 IN DP 600884



R. Hogan - 10-9-15 Arrived to Admin
 RICHARD HOGAN

"E" - EASEMENT FOR ELECTRICITY WORKS VARIABLE WIDTH
 & LEASED PREMISE



RICHARD HOGAN & CO. PTY LTD

PHONE: (02) 4732 6599
 FAX: (02) 4732 6699
 MOB.: 0416 - 021 222
 EMAIL: admin@hoganco.com.au

SURVEYING & DEVELOPMENT CONSULTANTS
 A.B.N. 59 082 453 165
 P.O. Box 4365 - PENRITH PLAZA, NSW 2750.

Ref: 13404



Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

AM213214Q

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) **TORRENS TITLE**

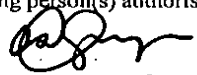
For the common property CP/SP91436

(B) **LODGED BY**

Document Collection Box.	Name, Address or DX, Telephone, and Customer Account Number if any Grace Lawyers Pty Ltd DX11508 SYDNEY DOWNTOWN Tel no: 02 9284 2700	CODE
	Reference: 162156	CH

- (C) The Owners-Strata Plan No. 91436 certify that pursuant to a resolution passed on 3/11/2016 and
- (D) in accordance with the provisions of section 136 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-law 1 pages 18-30
 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. 91436 was affixed on 28/2/17 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

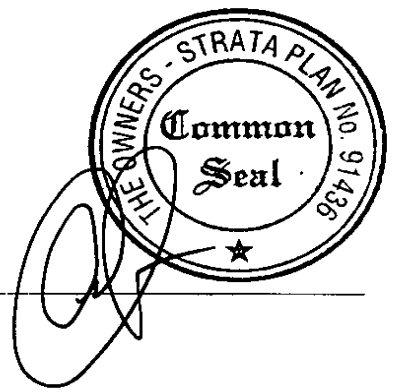
Name: CAROL BERGUD

Authority:

Signature:

Name:

Authority:



OFF SQ

CPH 1397

Annexure A



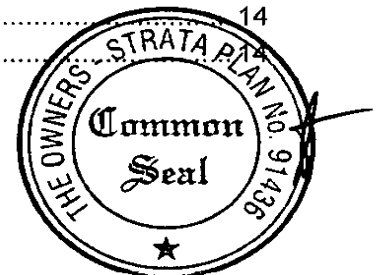
Form 27 By-Laws
17 Danks Street, Waterloo

A handwritten signature or mark, possibly a stylized letter 'A' or a similar symbol, located in the bottom right corner of the page.

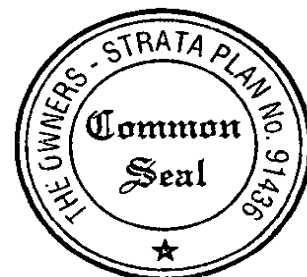
Form 27 By-Laws
Instrument setting out the terms of by-laws
created upon registration of the strata plan

TABLE OF CONTENTS

By-Law 1. Purpose & Compliance	5
By-Law 2. Interpretation	5
By-Law 3. Noise	6
By-Law 4. Vehicles & Parking Spaces	6
By-Law 5. Car Wash Bay.....	6
By-Law 6. Obstruction of Common Property	7
By-Law 7. Damage to Lawns & Plants on Common Property	7
By-Law 8. Damage to Common Property	7
By-Law 9. Behaviour by Owners & Occupiers	8
By-Law 10. Children Playing on Common Property in Building	8
By-Law 11. Behaviour of Invitees.....	8
By-Law 12. Depositing Rubbish & Other Material on Common Property	8
By-Law 13. Drying of Laundry Items.....	8
By-Law 14. Cleaning Windows & Doors	8
By-Law 15. Storage of Inflammable Liquids.....	9
By-Law 16. Carriage of Goods.....	9
By-Law 17. Floor Coverings.....	9
By-Law 18. Garbage Disposal.....	9
By-Law 19. Keeping of Animals.....	10
By-Law 20. Appearance of Lot	11
By-Law 21. Colour Schemes & Paintwork.....	11
By-Law 22. Window Treatments, Curtains & Blinds, Flyscreens	11
By-Law 23. Change in Use of Lot to be Notified.....	11
By-Law 24. Barbeques.....	11
By-Law 25. Balconies	12
By-Law 26. Planter Boxes on Balconies	12
By-Law 27. Obligation to Maintain Landscaping, Lawns & Gardens	12
By-Law 28. Responsibility for Landscaping & Pruning	12
By-Law 29. Garden Sheds & Other Outbuildings	13
By-Law 30. Signs.....	13
By-Law 31. Noticeboard.....	13
By-Law 32. Provision of Amenities or Services	13
By-Law 33. Compliance with Planning & Other Requirements.....	13
By-Law 34. Maintenance & Operational Efficiency of BASIX Requirements	14
By-Law 35. Security within Lots	14
By-Law 36. Air Conditioning in the Building.....	14



By-Law 37. Access to Lots for Common Property Services..... 15
By-Law 38. Restrictions on Installation of Equipment..... 15
By-Law 39. Preservation of Fire Safety..... 15
By-Law 40. Bike Store 16
By-Law 41. Graffiti Removal 16
By-Law 42. Notification of Defects 16
By-Law 43. Requirements to Lease a Lot..... 16
By-Law 44. Right of Owners Corporation if By-Laws are not complied with..... 17
By-Law 45. Developer's Rights 17



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By-Law 1. Purpose & Compliance

1.1 Purpose of the By-Laws

The By-Laws regulate the day-to-day management and operation of 17 Danks. 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

The Owner or Occupier of a Lot and the Owners Corporation must comply with the By-Laws.

By-Law 2. Interpretation

In these By-Laws, unless a contrary intention appears:

"Act" means the Strata Schemes Management Act 1996.

"Air Conditioning Equipment" means an air conditioner inside a Lot, in the basement or on the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

"Balcony" means a balcony or courtyard in a Residential Apartment.

"BASIX" means the Building Sustainability Index requirements under Government legislation.

"Building" means any of the buildings comprising the Scheme.

"Consent Authority" means City of Sydney Council.

"Common Property" means the Common Property in the Scheme and the Owners Corporation personal property.

"Council" means City of Sydney Council.

"Developer" means Danks Corporate Holdings Pty Limited ACN 161 105 942 and / or nominee.

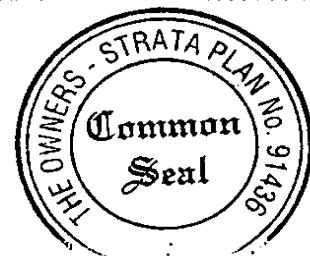
"Development Act" means the Strata Schemes (Freehold Development) Act 1973 (NSW).

"Development Consent" means the determination of Development Application No. DA D/2012/969 issued by Council as amended from time to time.

"Development Works" means any works required to be performed by the Developer to complete the terms of Development Consent, to fulfil contractual obligations concerning works required to Lots held by the Developer and to Common Property.

"Easements" means easements, positive covenants and restrictions on use which burden or benefit 17 Danks (or part of it).

"5 Star Rating" means the 5 Star Rating of the Association of Australian Acoustical Consultants; namely:



Airborne Sound Insulation of not less than $DnT,w + Ctr = 50$ and
Impact Sound Isolation of not more than $LnT,w = 45$

"**Lot**" has the meaning given in Section 5 of the Strata Schemes (Freehold Development) Act 1973.

"**Occupier**" means the Occupier, Lessee, or person in lawful occupation of a Lot.

"**Owner**" means the Owner of a Lot.

"**Owners Corporation**" means the Owners Corporation for the Scheme.

"**17 Danks**" means the land and improvements comprised in the Scheme.

"**Scheme**" means the Strata Scheme constituted on registration of the Strata Plan.

"**Secretary**" means the Secretary of the Owners Corporation.

"**Sign**" means any sign, light, advertisement, name or notice, or similar device.

"**Strata Manager**" means the person appointed by the Owners Corporation as its managing agent under Section 27 of the Act.

"**Structural Cubic Space**" means vertical space occupied by a vertical member not being a wall, of a building; any pipes, wires cables or ducts not for the exclusive enjoyment of one lot; or any cubic space enclosed by a structure enclosing any such pipes, wires, cables or ducts.

By-Law 3. Noise

An Owner or Occupier must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

By-Law 4. Vehicles & Parking Spaces

General Requirements

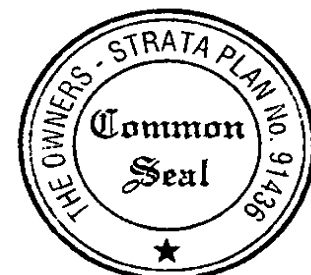
- 4.1 An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property or permit any invitees of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

Using the Visitor Parking Spaces

- 4.2 The Visitor Parking Spaces form part of Common Property. They are available only for temporary use by visitors. An Owner or Occupier must not park or stand a vehicle in the Visitor Parking Spaces

By-Law 5. Car Wash Bay

- 5.1 Only an Occupier of a Lot may use the Car Wash Bay.



- 5.2 The Car Wash Bay is only to be used for the cleaning of vehicles or for Visitor Parking. At no time is the Car Wash Bay to be used for the de-greasing of car engines or for any other purpose.

By-Law 6. Obstruction of Common Property

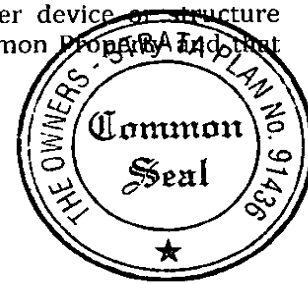
An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

By-Law 7. Damage to Lawns & Plants on Common Property

- 7.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation;
- a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
 - b) use for his or her own purposes as a garden any portion of the Common Property.

By-Law 8. Damage to Common Property

- 8.1 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the written approval of the Owners Corporation.
- 8.2 An approval given by the Owners Corporation under Clause 8.1 cannot authorise any additions to the Common Property.
- 8.3 This By-Law does not prevent an Owner or person authorised by an Owner from installing, subject to the approval of the Owners Corporation;
- a) any locking device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or
 - b) any screen or other device to prevent entry of animals or insects on the Lot; or
 - c) any structure or device to prevent harm to children; or
 - d) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot.
- 8.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must except for items attached to the inner surfaces of walls have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 8.5 **Despite Section 62 of the Act, the Owner of a Lot must:**
- a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in Sub-Clause 8.3 that forms part of the Common Property and that services the Lot; and
 - b) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in Sub-Clause 8.3 that forms part of the Common Property and that services the Lot.



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By-Law 9. Behaviour by Owners & Occupiers

An Owner or Occupier of a Lot when on Common Property must be adequately clothed and must not:

- 9.1 do anything on the Lot or the Common Property which is illegal; or
- 9.2 use language or behave in a manner which might cause offence or embarrassment to the Owner or Occupier of another Lot, their visitors or to any person lawfully using Common Property.

By-Law 10. Children Playing on Common Property in Building

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

By-Law 11. Behaviour of Invitees

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

By-Law 12. Depositing Rubbish & Other Material on Common Property

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

By-Law 13. Drying of Laundry Items

An Owner or Occupier of a Lot must not hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

By-Law 14. Cleaning Windows & Doors

- 14.1 An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property, unless:
 - a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.



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By-Law 15. Storage of Inflammable Liquids

- 15.1 An Owner or Occupier of a Lot must not, except without the prior written approval of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable materials.
- 15.2 This By-Law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 16. Carriage of Goods

- 16.1 An Owner or Occupier of a Lot shall not move furniture through the Common Property areas:
- a) Other than between the hours of 9:00am and 5:00pm Monday to Friday and Saturday between 9:00am and noon; and
 - b) Not on any Sunday or public holiday; or
 - c) At other times: without the approval of the Owners Corporation.
- 16.2 An Owner or Occupier of a Lot must supervise any removalist or other person engaged by him to move furniture to ensure that no damage is done to the Common Property.
- 16.3 An Owner or Occupier of a Lot shall not misuse or permit to be misused any elevator within the building and shall not obstruct or damage the same or otherwise interfere with or impede its normal operation.
- 16.4 An Owner or Occupier of a Lot must at his expense rectify any damage caused to the Common Property by the moving of furniture. Rectification may include the repainting of marked walls.
- 16.5 An Owner or Occupier of a Lot must at his expense remove any mess left in any part of the Common Property as a consequence of the moving of furniture.
- 16.6 An Owner or Occupier of a Lot must at his expense clean any part of the Common Property necessary as a consequence of the moving of furniture.

By-Law 17. Floor Coverings

An Owner or Occupier of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

By-Law 18. Garbage Disposal

- 18.1 An Owner or Occupier must:
- a) dispose of recyclable waste by placing it in the garbage chutes located on each level of the building; and
 - b) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and

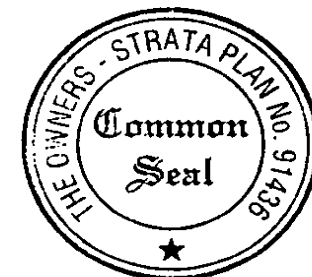


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- c) promptly remove anything which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - d) comply with the directions from time to time of the Executive Committee as to the manner of disposal of garbage; and
 - e) comply with Council's requirements for the storage, handling and collection of garbage, waste and recyclable material; and
 - f) notify the Council of any loss of, or damage to, receptacles provided by the Council for garbage, recyclable material or waste.
- 18.2 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with the Council's requirements.

By-Law 19. Keeping of Animals

- 19.1 Subject to Section 49 (4) of the Act, an Owner or Occupier of a Lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the Lot) on the Lot or the Common Property.
- 19.2 Such written permission may be given or withheld at the complete discretion of the Owners Corporation and may be given or withheld subject to conditions.
- 19.3 If an Owner or Occupier of a Lot keeps a cat, small dog or small caged bird on the Lot then the Owner or Occupier must:
- a) notify the Owners Corporation that the animal is being kept on the Lot; and
 - b) keep the animal within the Lot; and
 - c) carry the animal when it is on the Common Property; and
 - d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal.
- 19.4 An Owner or Occupier of a Lot who keeps an animal must ensure that the animal does not create any noise or other nuisance on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot, or of any person lawfully using Common Property, or interfere unreasonably with the use or enjoyment of the Common Property by the Occupier of any other Lot (whether that person is an Owner or not) or by any other person entitled to the use and enjoyment of the Common Property.
- 19.5 If an Owner or Occupier of a Lot who keeps an animal fails to comply with any term of this By-Law or any additional term of permission stipulated by the Owners Corporation then the Executive Committee may resolve to require the removal of the animal from the parcel and direct the Owner or Occupier to do so.
- 19.6 An Owner or Occupier of a Lot who receives a direction from the Owners Corporation under this By-Law shall comply with that direction.



By-Law 20. Appearance of Lot

The Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

By-Law 21. Colour Schemes & Paintwork

An Owner or Occupier must have written approval from the Owners Corporation to change the colour or surface of any wall, window, door, ceiling or other surface in the Lot or Common Property if the surface is visible from outside the Lot and the proposed colour or surface changes is not in keeping with the external appearance of the Building.

By-Law 22. Window Treatments, Curtains & Blinds, Flyscreens

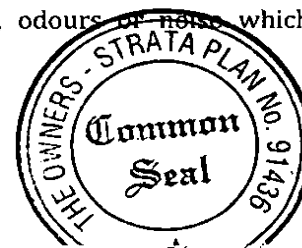
- 22.1 Any blind or curtain in a window must be or have a backing that is coloured white.
- 22.2 All window coverings must be of a uniform appearance from outside the Building.
- 22.3 Any fly-screen must be fitted on the internal side of any door or window.

By-Law 23. Change in Use of Lot to be Notified

- 23.1 An Occupier of a Lot must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot or results in the Lot being used for commercial or industrial purposes rather than residential purposes).
- 23.2 Nothing in this By-Law should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any use of a Lot must comply with the requirements of Development Consent, the requirements of Council, these By-Laws and the provisions of the Environmental Planning and Assessment Act 1979.
- 23.3 If any change of use of a Lot as notified to the Owners Corporation under Clause 23.1 causes an increase in the insurance premiums for the Strata Scheme THEN the Owner of the Lot whose use caused the increase will be liable to the Owners Corporation for the differential in the new premium and will pay the Owners Corporation that amount as required under the Act.

By-Law 24. Barbeques

- 24.1 Provided that all relevant laws are complied with, the Owner or Occupier may store and operate a portable barbeque on the balcony of a Lot provided the barbeque is a covered gas or electric portable barbeque only.
- 24.2 The Owner or Occupier must keep the barbeque covered when not in use and must keep the barbeque clean and tidy.
- 24.3 The Owner or Occupier must not create excessive smoke, odours or noise which interferes unreasonably with another Owner or Occupier.



By-Law 25. Balconies

- 25.1 An Owner or Occupier of a Lot may keep planter boxes, pot plants and occasional furniture and outdoor recreational equipment on the balcony of the Lot only if they:
- a) will not cause damage; and
 - b) are not dangerous; and
- 25.2 To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require the Owner, at the Owner's cost, to temporarily remove and store items from the balcony of the Lot.

By-Law 26. Planter Boxes on Balconies

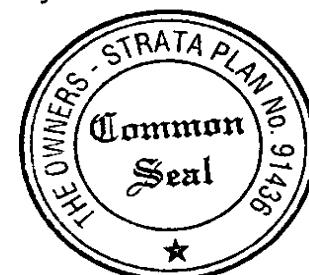
- 26.1 Wherever planter boxes are placed on balconies of any Lots; the Owner or Occupier must
- a) properly maintain the soil and plants in the planter box; and
 - b) ensure that water from the planter box does not leak, spill or spray onto another Lot or Common Property; and
 - c) ensure that his or her use of the planter box does not cause any nuisance, hazard or damage to another Lot or to the Common Property; and
 - d) ensure that the landscaping and plants are kept neat and tidy at all times; and
 - e) ensure that no landscaping or plants hang or grow over the edge of the balcony; and
 - f) ensure no floor waste, drain and/or overflow is obstructed.
- 26.2 If there is a breach of this By-Law, the Owners Corporation may require any Owner or Occupier to remove, at their own expense, both plants and soil within the planter box or the planter boxes themselves.

By-Law 27. Obligation to Maintain Landscaping, Lawns & Gardens

- 27.1 Subject to the terms of By-law 30 the Owner or Occupier of any part of the Strata Parcel must keep all landscaping, planter boxes, lawns and gardens on their Lot in good order and condition.
- 27.2 If the Owner or Occupier does not maintain the landscaping, planter boxes and gardens on their Lot in good order, the Owners Corporation may engage a Contractor to maintain, replace and make good the landscape areas. The Owner or Occupier of the Lot shall be responsible to reimburse the Owners Corporation for these costs.

By-Law 28. Responsibility for Landscaping & Pruning

The Owners Corporation shall be responsible for the establishment and maintenance of all landscaping on Common Property. The Owners Corporation shall arrange for a garden maintenance contractor to maintain the landscaping on Common Property.



By-Law 29. Garden Sheds & Other Outbuildings

No Garden Sheds or other outbuildings or structures shall be erected on any Lot without the prior written approval of the Owners Corporation and, if required, the approval of Council.

By-Law 30. Signs

No sign, notice or advertisement may be displayed on the Strata Parcel that is visible from outside a Lot without the prior written approval of the Owners Corporation.

By-Law 31. Noticeboard

The Owners Corporation must cause a noticeboard to be affixed to some part of the Common Property that cannot be viewed from outside the Building.

By-Law 32. Provision of Amenities or Services

32.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- a) window cleaning;
- b) building washing;
- c) electricity, water or gas supply;
- d) Common Property cleaning and maintenance;
- e) telecommunication services (for example, ADSL connection, cable television);
- f) garden and landscape maintenance; and
- g) lift maintenance; and

32.2 If the Owners Corporation makes a resolution referred to in Clause 34.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note: Section 111 of the Act provides that an Owners Corporation may enter into an agreement with an Owner or Occupier of a Lot for the Provision of amenities or services by it to the Lot or to the Owner or Occupier.

By-Law 33. Compliance with Planning & Other Requirements

33.1 The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.

33.2 The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.



By-Law 34. Maintenance & Operational Efficiency of BASIX Requirements

- 34.1 The Owner or Occupier of a Lot shall maintain in good operating order at all times all devices or appliances installed within a Lot as stipulated in the BASIX Certificate.
- 34.2 The Owner or Occupier of a Lot must install a 3-Star Water Rating washing machine in accordance with BASIX requirements for the Building.

By-Law 35. Security within Lots

Security Alarms

- 35.1 An Owner or Occupier may install a security alarm within a Lot without the consent from the Owners Corporation provided that
- a) the alarm is a back-to-base facility; and
 - b) there is no alarm siren; and
 - c) the alarm does not have flashing lights; and
 - d) the installation is not attached to or interferes with Common Property.

By-Law 36. Air Conditioning in the Building

- 36.1 This is an exclusive use and special privilege By-Law under Section 52 of the Strata Schemes Management Act 1996.
- 36.2 "air conditioning unit" means any ducted or split air conditioning system comprising separate compressor and control units and all associated components including lines, pipes, wires, brackets, screws, bolts, switches etc. that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the Common Property.

Exclusive Use & Maintenance

- 36.3 The Owner of each Lot is the Owner of the air conditioning unit that exclusively services his individual Lot at the date of registration of the Strata Plan and has the exclusive right to use the area of the Common Property, if any, where the air conditioning unit is located.
- 36.4 An Owner must maintain the air conditioning unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.
- 36.5 This By-Law may only be amended with the consent of the Owner of each Lot.

Use of an Air Conditioner

- 36.6 An Owner or Occupier must not use an air conditioning unit in breach of the Protection of the Environment Operations Act 1997 or any other applicable law.
- 36.7 An Owner may remove an air conditioner but must do so at his expense and in a workmanlike manner. An Owner must ensure that after an air conditioner is removed the Common Property is restored.

Air Conditioning Property of Owner



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- 36.8 An air conditioning unit remains the personal property of the Owner of the Lot from time to time.
- 36.9 An Owner or Occupier of a Lot must not install air conditioning equipment to serve his or her Lot that has a component on any balcony, deck, terrace or area that is visible from outside the Lot.

By-Law 37. Access to Lots for Common Property Services

- 37.1 The Owners Corporation, its employees, contractors and consultants are entitled to enter onto any part of a Lot or Common Property with or without tools and any necessary equipment for the purpose of:
- a) inspection, maintenance, cleaning, repair, replacement of Common Property services; and
 - b) inspection for the purpose of fire safety certification requirements for the Building; and
 - c) carrying out any necessary works to the Lot, the Common Property or structural cubic space:

In accordance with the provisions of the Act;

- 37.2 The Owners Corporation is responsible for any damage caused to a Lot in exercising its functions pursuant to this By-Law and must make good any such damage.
- 37.3 Any person taking access to any Lot pursuant to this By-Law does so at the risk of the Owners Corporation and not at the risk of the Owner or Occupier of the Lot, unless any damage or injury is caused by the negligence or act of omission of the Lot Owner or Occupier.

By-Law 38. Restrictions on Installation of Equipment

- 38.1 No aerial, antennae, dish or tower or other transmitting or receiving device, or solar energy collector or associated equipment, or energy conservation equipment, or solar hot water system or associated equipment, or similar items, may be affixed, erected or maintained on the Strata Parcel without the prior written approval of the Owners Corporation.
- 38.2 Approval given by the Owners Corporation may be subject to conditions including the requirement for a By-Law to be made and registered.

By-Law 39. Preservation of Fire Safety

- 39.1 The Owner or Occupier of a Lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Parcel or to reduce the level of fire safety in the Lots or Common Property.
- 39.2 An Owner or Occupier shall not use or interfere with any fire hydrant, hose reel or other fire fighting or fire safety equipment except in the case of any emergency.



- 39.3 In accordance with the provisions of the Act, the Occupier of a Lot must allow the Owners Corporation, through its agents, access to the Lot for the purpose of fire safety inspections and compliance with the requirements of the Environmental Planning & Assessment Act 1979.

By-Law 40. Bike Store

- 40.1 An Owner or Occupier may only use the bike store to park a bicycle.
- 40.2 An Owner or Occupier is responsible for the safety and security of their bicycle.

By-Law 41. Graffiti Removal

The Owners Corporation shall be responsible for the removal of any graffiti from the Building within 48 hours of notice of the graffiti appearing on the Building.

By-Law 42. Notification of Defects

An Owner or Occupier must promptly notify the Strata Manager of any damage to the Common Property or any personal property owned by the Owners Corporation.

By-Law 43. Requirements to Lease a Lot

- 43.1 If a Lot is leased, the Owner of the Lot must give written notice of the lease to the secretary of the Owners Corporation within 14 days after the commencement of the lease. The notice must specify the name of the Tenant, the date of commencement of the lease and the name of any agent acting for the Owner.
- 43.2 A Landlord of a Lot must provide the Tenant of his Lot with a copy of the registered By-Laws and any subsequently registered By-Laws and must take any necessary and reasonable action to restrain any breach of the By-Laws by the Occupiers of his Lot.
- 43.3 An Owner of a Lot must take any necessary and reasonable action to restrain any breach of the By-Laws by the Occupiers of his Lot.
- 43.4 A Landlord of a Lot must take any necessary and reasonable action to enforce the terms of any residential tenancy agreement if there is any breach of the By-Laws, any other breach of such residential tenancy agreement, the provisions of the Residential Tenancies Act 1987, or any other legislation affecting the relationship of Landlord and Tenant, by the Occupiers of his Lot.
- 43.5 Upon vacant possession of residential premises the Landlord must deal with any goods or property left by the Tenant on Common Property including without limitation in a storage space.
- 43.6 The duty imposed under this By-Law is in addition to the duty imposed on the Lessor of a Lot under section 119 of the Strata Schemes Management Act 1996.



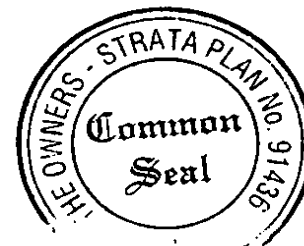
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By-Law 44. Right of Owners Corporation if By-Laws are not complied with

- 44.1 The Owners Corporation may do anything on or in a Lot that should have been done under the By-Laws but which the Owner has not done.
- 44.2 The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:
- a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the provisions of the Act; and
 - b) pay the Owners Corporation its proper and reasonable costs for doing the work.
- 44.3 The Owners Corporation may recover any money the Owner may owe it under the By-Laws as a debt.

By-Law 45. Developer's Rights

- 45.1 This is a By-Law made under the provisions of Division 4 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996. The effect of the By-Law is to grant the Developer, as Owner of any of Lots, special privileges in respect of the Common Property to perform Development Works while the Developer is the Owner of Lots within the Strata Parcel.
- 45.2 The Developer may carry out Development Works at 17 Danks and is not required to obtain consent from the Owners Corporation to do so.
- 45.3 The Developer may have access to 17 Danks to carry out Development Works on Common Property.
- 45.4 If the Developer requires access to a Lot to carry out Development Works, the Developer must provide reasonable notice (except in an emergency when no notice is required).
- 45.5 The Owner or Occupier of the Lot must act reasonably and provide the Developer with access.
- 45.6 The Owners Corporation is to continue to be responsible for the proper maintenance and keeping of the Common Property in a state of good and serviceable repair.
- 45.7 **Selling Rights**
- The Developer has the special privilege to erect 'For Sale' signs to Common Property and may carry out marketing activities at the property until the sale of the last of the Lots owned by the Original Owner.



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SPECIAL BY-LAW NO. 1

WORKS FOR LOTS 40, 41, 42 AND 43

PART 1

GRANT OF RIGHT

Notwithstanding anything contained in any by-law applicable to the strata scheme, the respective Owner has the special privilege to carry out the Works (at the respective Owner's cost and to remain the respective Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 1996*.
- (b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.
- (c) **Building** means the building situated at 17 Danks St Waterloo NSW.
- (d) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (e) **Lot** means lots 40, 41, 42 and 43 in Strata Plan 91436.
- (f) **Owner** mean(s) the respective owner(s) of Lots 40, 41, 42 and 43.
- (g) **Plan** means the plan/specifications annexed hereto and marked "A".
- (h) **Works** means the following works to Lot and common property:
 - (i) Installation of awnings, blinds or sunscreens of the following type or similar:
 - (a) Brand: Helioscreen.
 - (b) Product: Varioscreen/External Blind.
 - (c) Colour: To existing colour of building.
 - (d) Material/fabric: Sun and dirt resistant cloth.
 - (e) Operation: Automatic remote control with mandatory sensors.



A handwritten signature or mark in the bottom right corner of the page.

- (f) Installation: Awnings/blinds/sunscreens must be secured top and bottom, with brackets made of only stainless steel.
- (g) Headbox: Powder coated to match existing metal.

together with the restoration of lot and common property (including the Lot) damaged by the works and all of which are to be conducted strictly in accordance with the Plan and the provisions of this by-law.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the 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;
- (d) references to legislation include references to amending and replacing legislation;
- (e) references to the Owner in this by-law include any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (f) where a term of the by-law is inconsistent with any by-law applicable to the strata scheme, then the provisions of the by-law shall prevail to the extent of the inconsistency.

PART 3

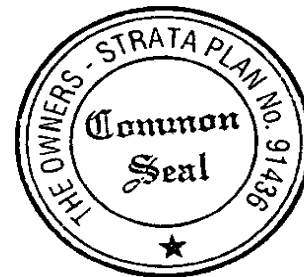
CONDITIONS

3.1 Prior to commencement of the Works

Prior to the commencement of the Works, the respective Owner shall:

- (a) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the owners corporation;
- (b) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation;
- (c) effect and maintain Insurance and provide a copy to the owners corporation;
- (d) provide (if required) to the owners corporation a report from an engineer approved by the owners corporation concerning the impact of the Works on the structural integrity of the Building and Lot and common property; and
- (e) pay the owners corporation's reasonable costs in preparing, making and registering the by-law (including legal and strata management costs).

3.2 Notice



[Handwritten signature]

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the owners corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works; and
- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the strata manager regarding:
 - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.3 During installation of the Works

During the process of the installation of the Works, the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current National Construction Code and Australian Standards;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption;
- (d) ensure that any electricity or other services required to operate the Works are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Monday-Friday or between 8:30am and 12 midday on Saturday or such other times reasonably approved by the owners corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the owners corporation;
- (g) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the owners corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the owners corporation (for clarity more than one inspection may be required); and
- (k) not vary the Works without first obtaining the consent in writing of the owners corporation.

3.4 After installation of the Works

20



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3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:

- (a) notify the owners corporation that the installation of the Works has been completed;
- (b) notify the owners corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
- (c) provide the owners corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the owners corporation with certification from a suitably qualified engineer(s) approved by the owners corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the owners corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the owners corporation to assess compliance with this by-law or any consents provided under this by-law.

3.4.2 The owners corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (f) immediately above have been complied with.

3.5 Statutory and other requirements

3.5.1 The respective Owner must ensure that the work will be done with due care and skill and in accordance with the plans and specifications set out in the contract to do residential building work with any contractor used.

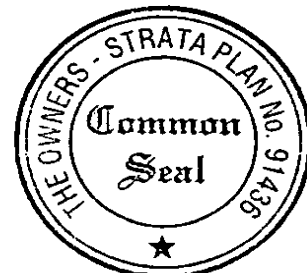
3.5.2 The Works must comprise materials good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new.

3.5.3 The respective Owner must ensure that the work will be done in accordance with, and will comply with, the *Home Building Act 1989* or any other law.

3.5.4 The respective Owner must ensure that the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.

3.5.5 The respective Owner must ensure that the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the holder of the contractor licence or person required to hold a contractor licence, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the holder or person, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the holder's or person's skill and judgment.

3.6 Enduring rights and obligations



3.6.1 The respective Owner must:

- (a) not carry out any alterations or additions or do any works (other than the Works expressly approved under this by-law);
- (b) properly maintain and upkeep the Works that services their respective Lot in a state of good and serviceable repair;
- (c) properly maintain and upkeep those parts of the common property in contact with the respective Works;
- (d) ensure that the Works (where applicable) do not cause water to escape or water penetration to lot or common property;
- (e) indemnify and keep indemnified the owners corporation against any costs or losses arising out of or in connection with the Works that services their respective Lot including their installation, repair, maintenance, replacement, removal and/or use;
- (f) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Works are removed or relocated; and
- (g) not allow the awnings, blinds or sunscreens to be left in a state whereby they may reasonably cause foreseeable damage or loss, including allowing the awnings, blinds or sunscreens to be left down in inclement weather, unless they are connected to operating wind sensors and other such safety mechanisms.

3.7 Failure to comply with this by-law

If the Owner fails to comply with any obligation under this by-law the owners corporation may:

- (a) by its agents, employees or contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) recover the costs of such work from the Owner as a debt due; and
- (c) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation for the cost of any inspection, certification or order.

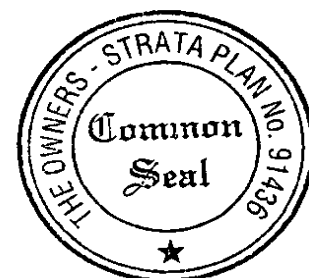
3.8 Ownership of Works

The Works will always remain the property of the Owner.

3.9 Applicability

The obligations under this by-law are not joint obligations but apply to the Works for a respective Lot from time to time

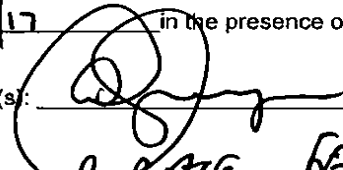
3.10 The owners corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the owners corporation incurred in recovering that amounts.





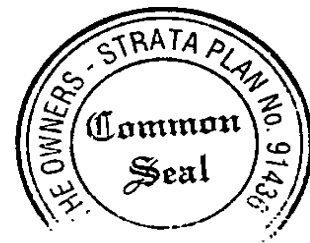
The common seal of the Owners-Strata Plan No. 91436 was affixed on

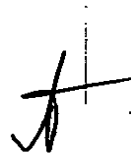
28/2/17 in the presence of:

Signature(s): 

Name(s): CRAG FERGUSON

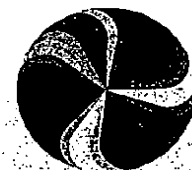
Being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.





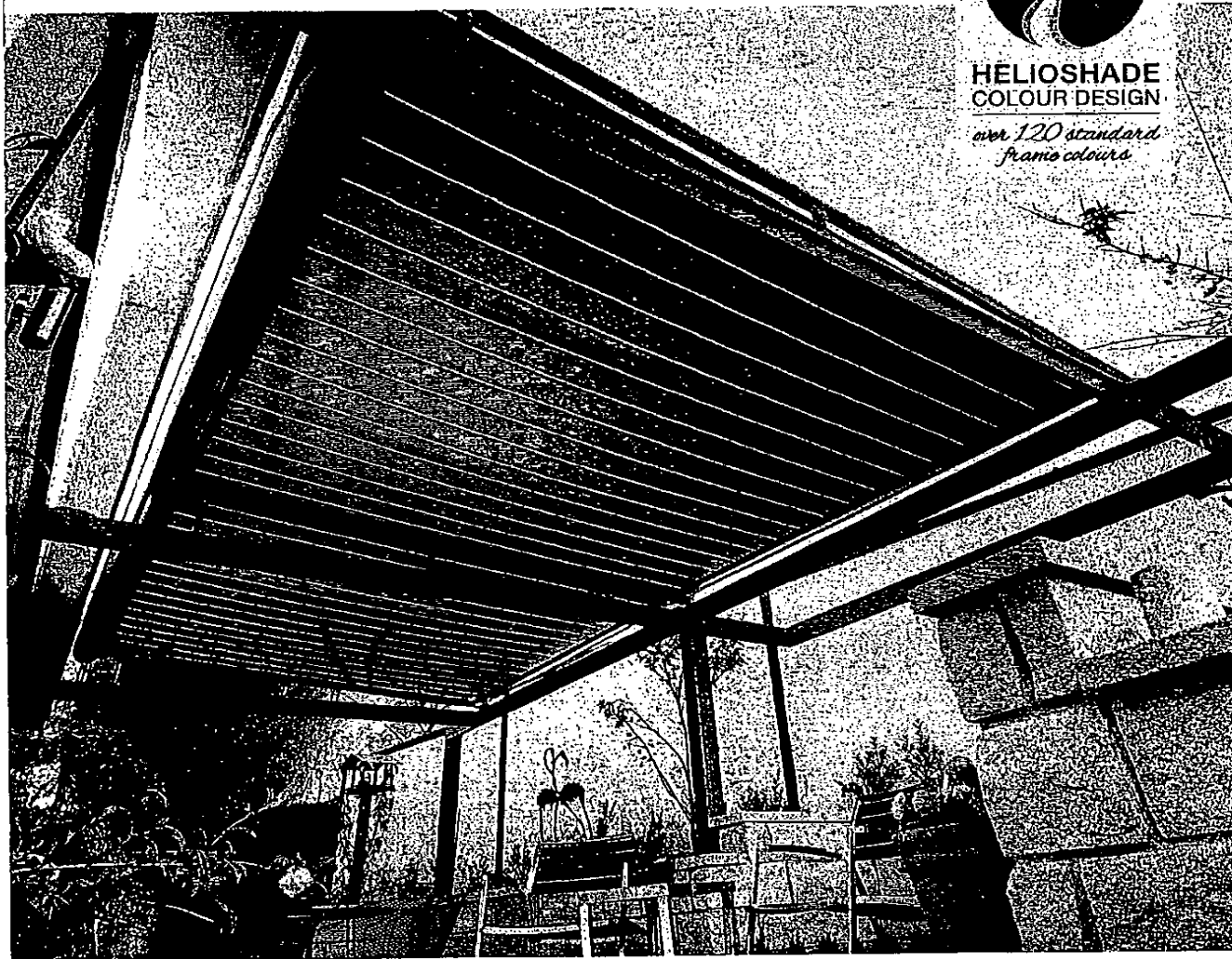
VARIOSCREEN®

RETRACTABLE SUNROOF



HELIOSHADE
COLOUR DESIGN

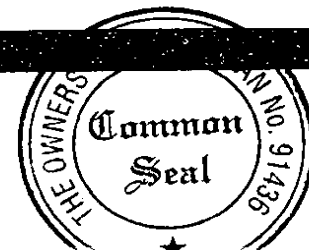
*over 120 standard
frame colours*



BEAUFORT WIND SCALE
Rated up to Category 6

5 YEAR WARRANTY

 **helioscreen**
Intelligent Sun Control Solutions®



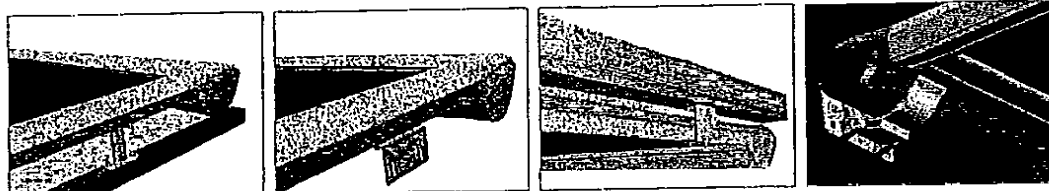
VARIOSCREEN®

RETRACTABLE SUNROOF

DESIGN & FUNCTIONALITY

With its counter tension system, the VARIOSCREEN® retractable sunroof is typically used to shade generously sized, square and rectangular glass areas or outdoor pergolas. The installation slope doesn't provide any challenge with a variety of brackets to suit almost any installation type.

The awning is extended by means of an integrated positive lift, which guarantees a well presented taut skin in any position.



Standard fix

Side fix

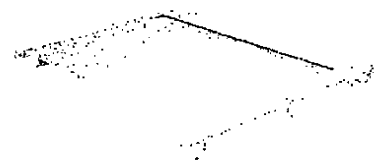
Top fix

Wall bracket

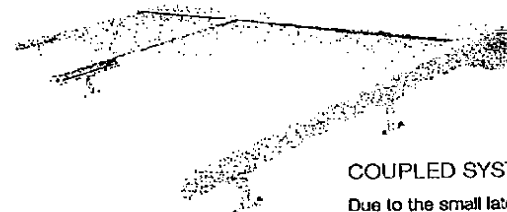
THE TECHNOLOGY

154mm high and 235mm wide, the stylish and compact full cassette head box protects the skin and the motor from any weather factors.

The extension of the awning takes place through the integrated positive lift (power-spring mechanism in the roller tube), which tightens the skin in any position and makes the awning remarkably resistant to gusts and gales for the entire life of the system (no coil springs or gas struts to replace ever!). Due to small lateral fabric deduction measurements, the VARIOSCREEN® (even coupled systems) offers minimal light gaps while the optional integrated side gutter profiles also add extra protection from the elements on wet days.



Single system

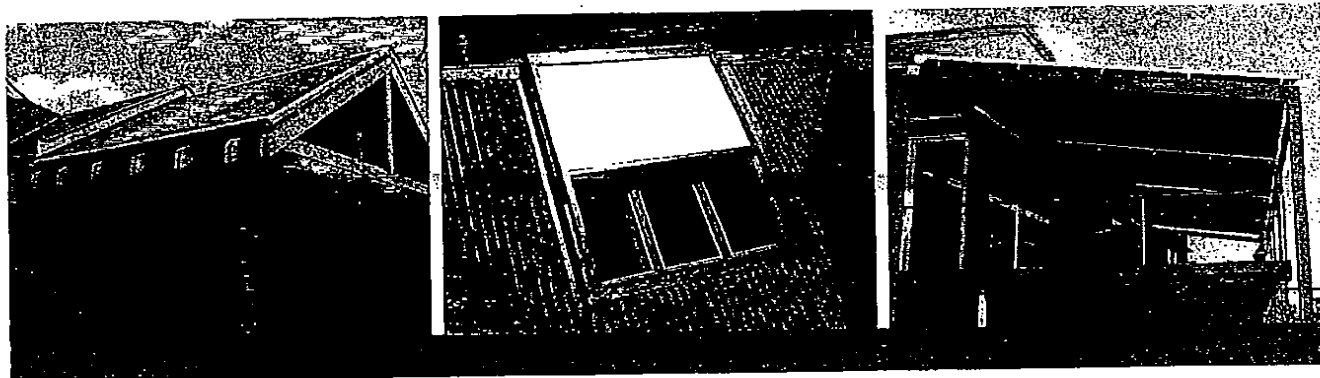


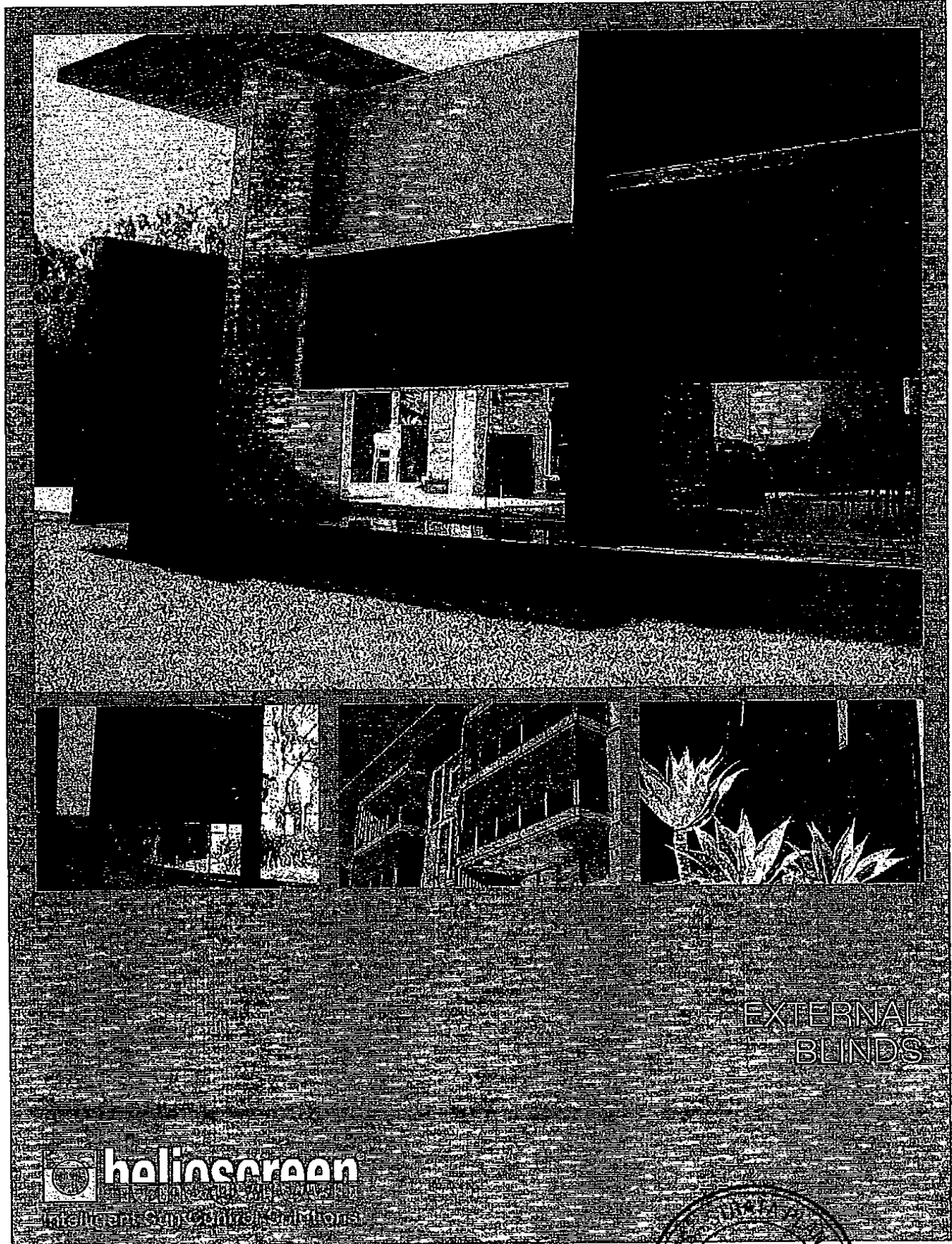
Coupled system



COUPLED SYSTEMS

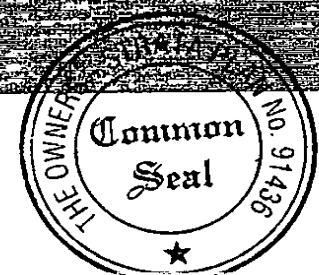
Due to the small lateral fabric deduction measurements, light gaps are virtually non-existent. A real plus point for the VARIOSCREEN®.

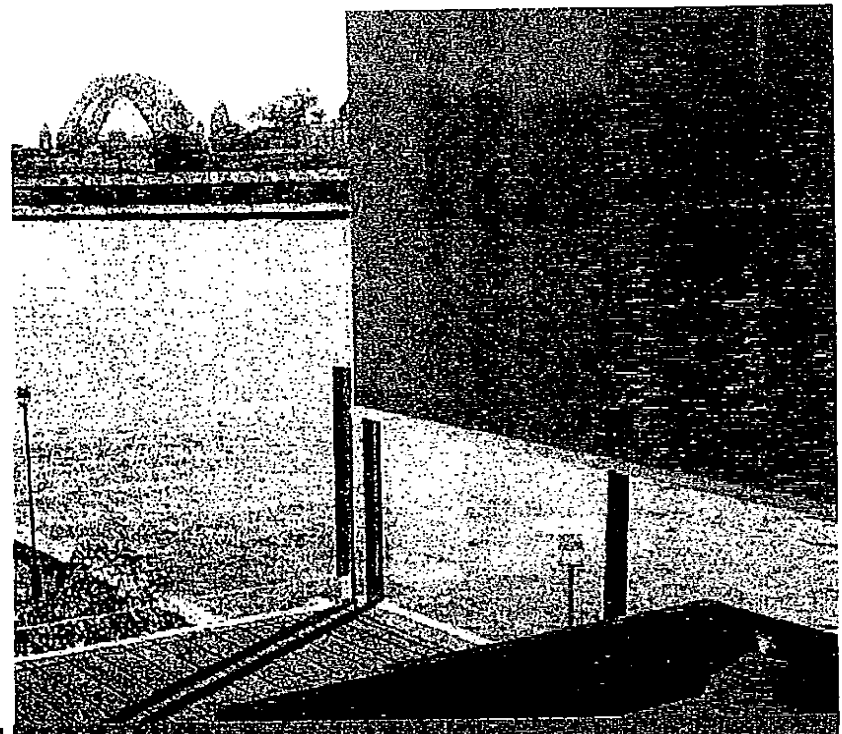




EXTERNAL
BLINDS

 **halineer**
Intelligent Sun Control Solutions





EXTERNAL BLINDS

FEATURES

3 year warranty

- Reduces sun's heat by up to 90%
- Reduces air conditioning costs
- Crank or motorised operations
- Sun and wind sensor options
- Stainless steel guide cables or side aluminium channels
- Headboxes to suit architecture
- Powder coat colours to suit
- Over 30 fabric colours available



Helioscreen® offers a wide range of external sun control systems to complement every external facade.

External Screens are designed to take the toughest of treatments by reducing the sun's penetration and absorbing the heat.

Designed to control the entry of natural light, heat and sun radiation from the outside, External Screens allow you to extend outdoor living areas while maximising the advantages of glass and view from the inside.

Unaffected by extreme temperature changes, External Screens operate using discreet stainless steel side cables or sleek aluminium side channels, powder coated to suit any exterior.

Helioscreen's external fabrics, Helio86, Helio95 and Helioshade 100 come in a wide range of colour ways and are anti-static for easy cleaning.

External Screens can be manually operated or motorised by SOLIFY and come with quality and performance warranties.

HELIOSCREEN'S INDOOR AND OUTDOOR RANGE

Includes: Roller blinds, Roman blinds, Panel glides, Blackouts, External screens, VarioScreen, Awnings, External louvers and venetians.

For further information

Helioscreen Australia Pty Ltd - Located Australia Wide
www.helioscreen.com.au enquiries@helioscreen.com.au | Phone 1300 766 319

Helioscreen New Zealand Ltd - Located New Zealand Wide
www.helioscreen.co.nz info@helioscreen.co.nz | Phone 09 556 0825





HM 80 00 STAINLESS EXTERNAL MOTORISED ROLLER BLIND SYSTEMS

Designed to control the entry of natural light, heat and solar energy from the outside, external screens allow you to extend outdoor living areas while maximising the advantages of glass. This stylish motorised external roller system is ideal for large sized blinds in a commercial or domestic application. The HM 80 00 STAINLESS is motorised for maximum ease of use and offers a choice of powder coated side channels or stainless steel guide cables. A weighted base bar ensures ideal presentation of the fabric at all times. Helioscreen external systems will reduce the sun's heat by up to 90% and come with a 3-year warranty.

- MINIMUM WIDTH: 800mm
- MAXIMUM WIDTH: 3800mm
- MAXIMUM DROP: 3600mm
- LINKABLE: NO

- BRACKETS**
- 100 x 52.5mm fixing plate, 116.5mm Projection, Polished Stainless Steel
 - Stainless Steel plate and pin at Idler end.

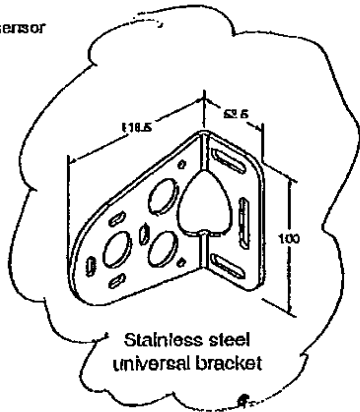
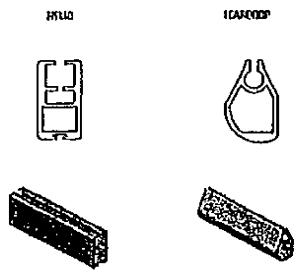
- TUBE**
- Galvanised Steel
 - 80mm diameter
 - 2mm wall thickness

- GUIDING SYSTEM OPTIONS**
- 316 Marine Grade Stainless steel cables and cable fixings
 - Cable fixings: choice of wall fix, timber deck fix, or masonry bottom fix
 - Rectangular channels 20 x 25mm

- BASE BAR**
- Lead weighted 18mm x 35mm extruded aluminium base bar Hello style
 - Lead weighted Teardrop base bar 22 x 37 mm
 - Clear anodised or custom powder-coated finish

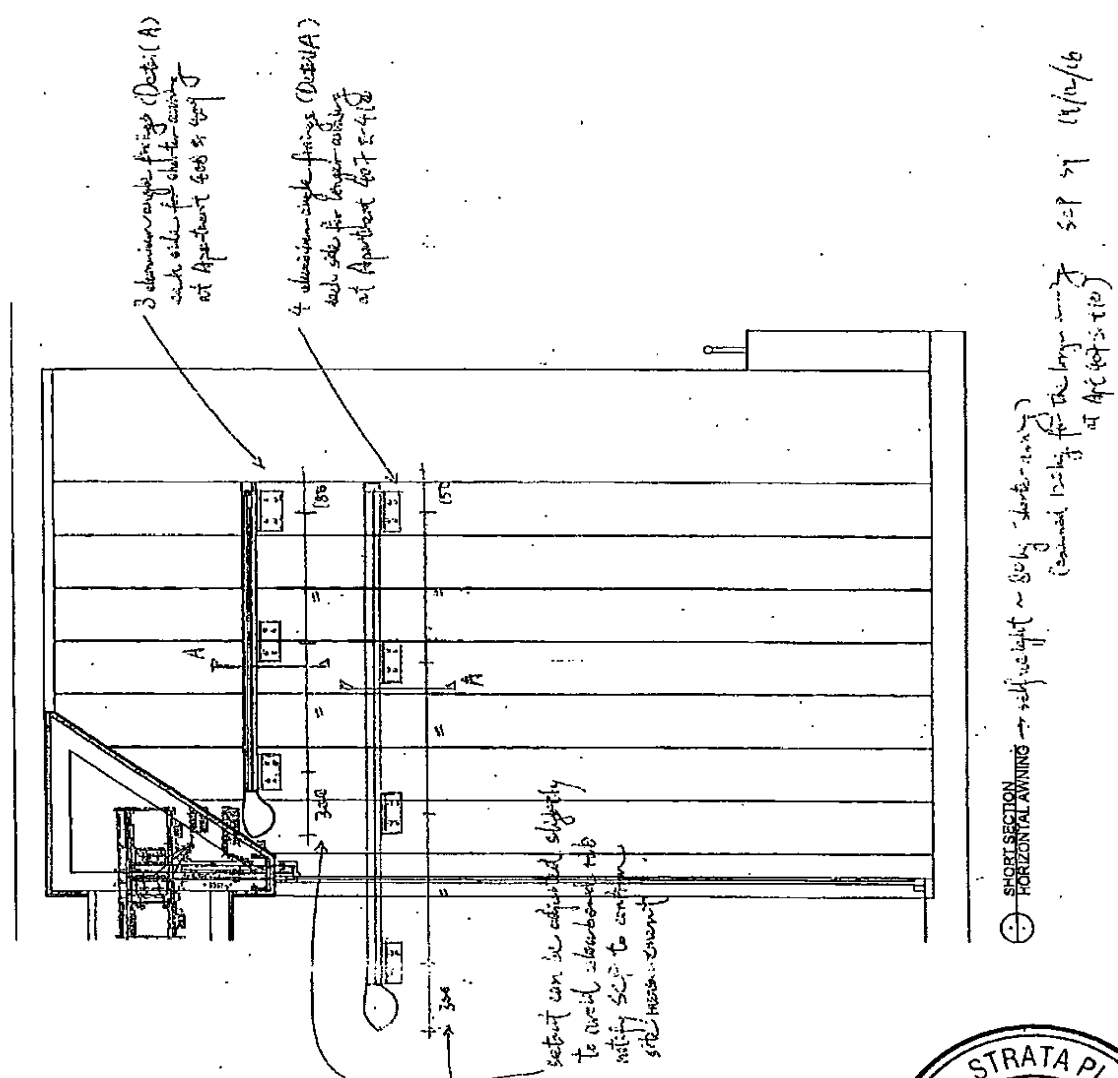
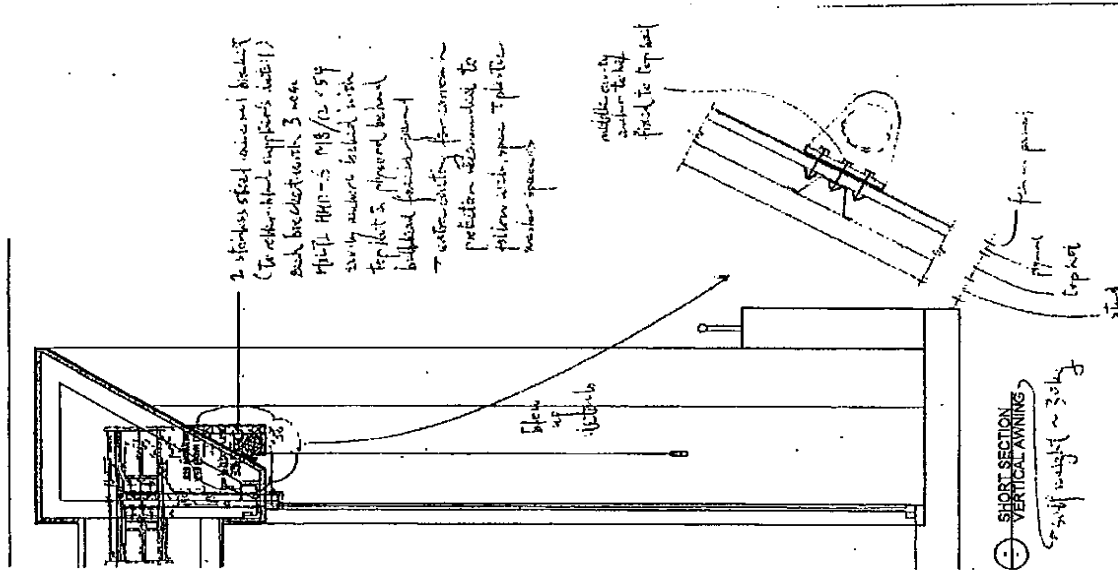
- CONTROL**
- Motorised with remote control from Somfy
 - Operate up to 16 separate blinds on one 16 channel remote
 - Connection to Building Management System optional

- AUTOMATION**
- Automated retraction in high winds
 - Adjustable wind sensitivity levels
 - Sun control via "Soliris" Sun & Wind or "Sunis" sun sensor



Helioscreen Australia Pty Ltd
T +61 2 8426 1300
F +61 2 9463 0744
www.helioscreen.com.au



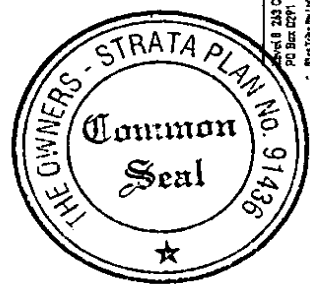


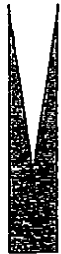
Scale: 1:200
 Date: 10/12/16
 Drawn by: JAB
 Job No: 16089

Project: RESIDENTIAL APARTMENT
 17 DANKS STREET
 WATERLOO NSW 2017

Architect: GILES TRIBE ARCHITECTS
 ARCHITECTS & URBAN PLANNERS

Site: 234 Clarence Street, SYDNEY 2000
 P: 11 3754 005 F: 11 754 998
 E: gtribe@tribearchitects.com.au
 PO Box 6291, Queen Victoria Building, 1230
 Road, 17th Floor, NSW
 Australia
 www.tribearchitects.com.au
 Design: 3/1/16
 Drawn: 3/1/16
 Checked: 3/1/16
 Approved: 3/1/16

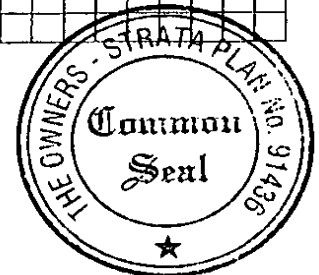
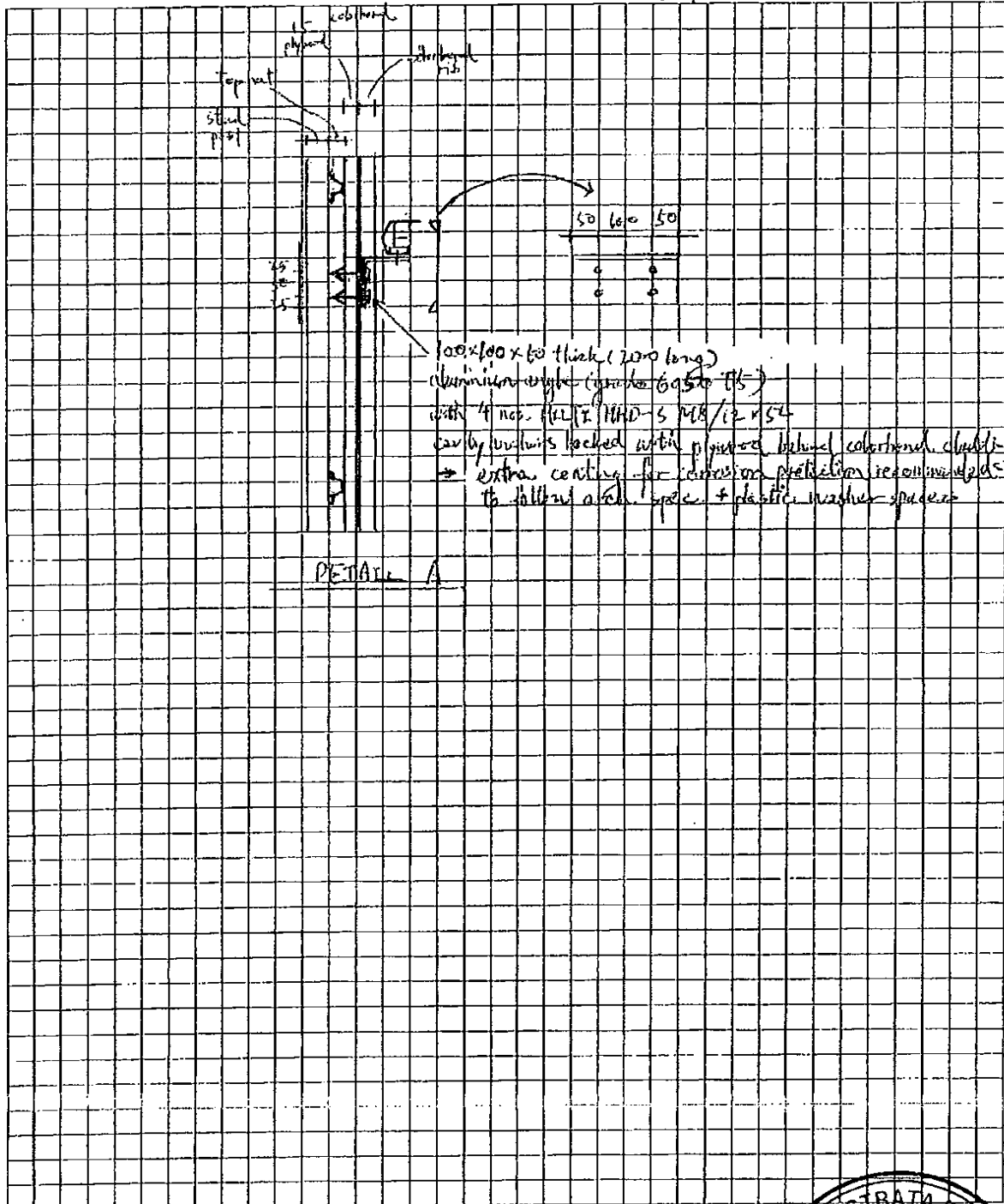




S · (·) · P CONSULTING PTY LTD
 CIVIL AND STRUCTURAL
 ENGINEERS

www.scpconsult.com.au AHN 89 003 074 824
 LEVEL 2 - BAHCHEN HOUSE, 507 KENT STREET SYDNEY
 PO BOX A7002 SYDNEY SOUTH NSW 1235 AUSTRALIA
 EMAIL ADDRESS - mail@scpconsult.com.au
 TEL (02)9267 9312 FAX (02)9261 5871

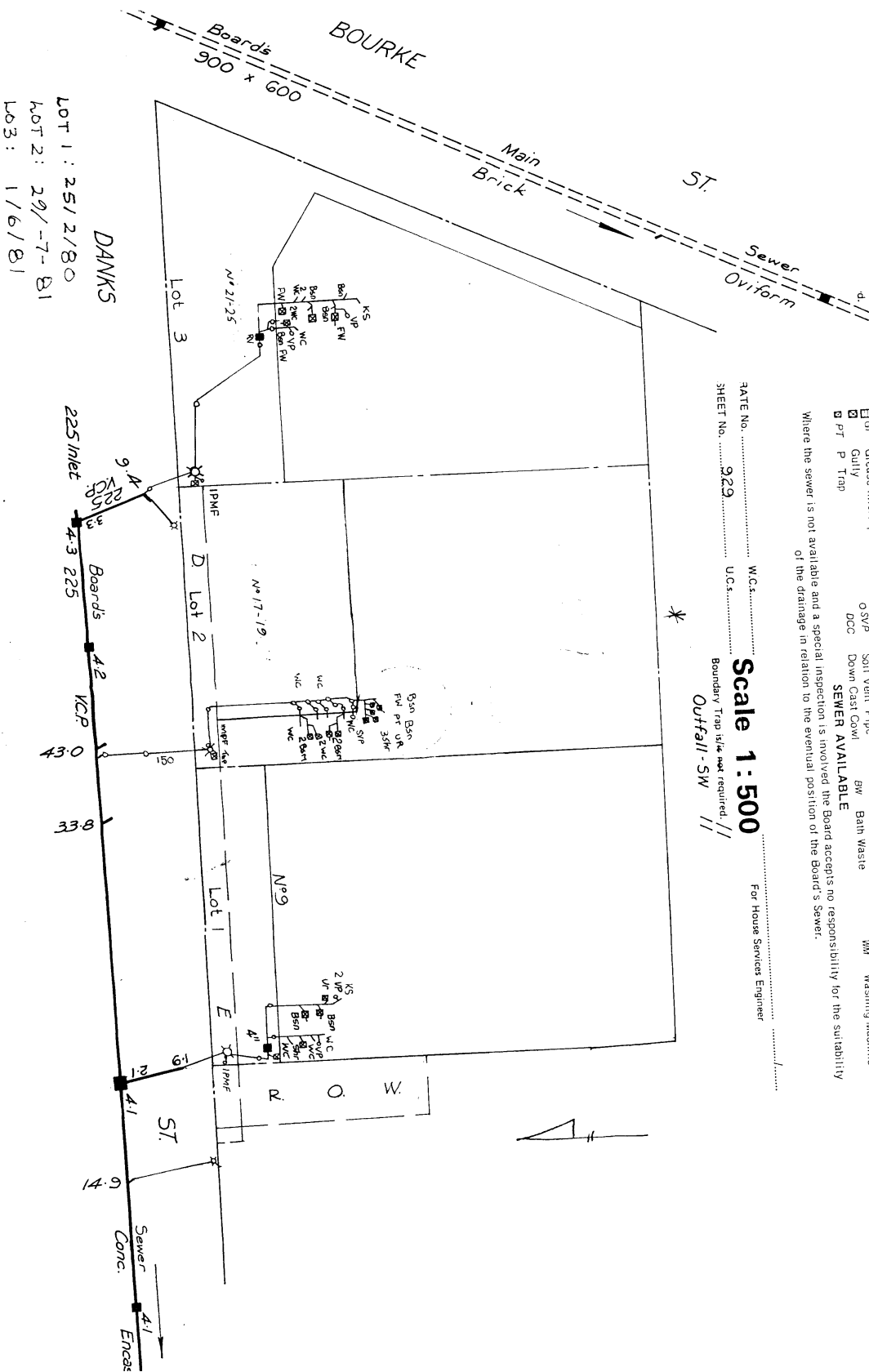
PROJECT Danks Street JOB NO 3016
 SECTION OF WORK Avrnyg Fwy (Apt 407 to 413)
 SUBJECT _____
 REFERENCE _____ PAGE _____
 DESIGNED SY DATE 19/12/16 CHECKED _____ DATE _____



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Sewer Service Diagram

Application Number: 8002134027



LOT 1: 25/2/80
 LOT 2: 29/-7-81
 LOT 3: 1/6/81

METROPOLITAN WATER SEWERAGE AND DRAINAGE
 SEWERAGE SERVICE DIAGRAM
 No. 759275
 916779

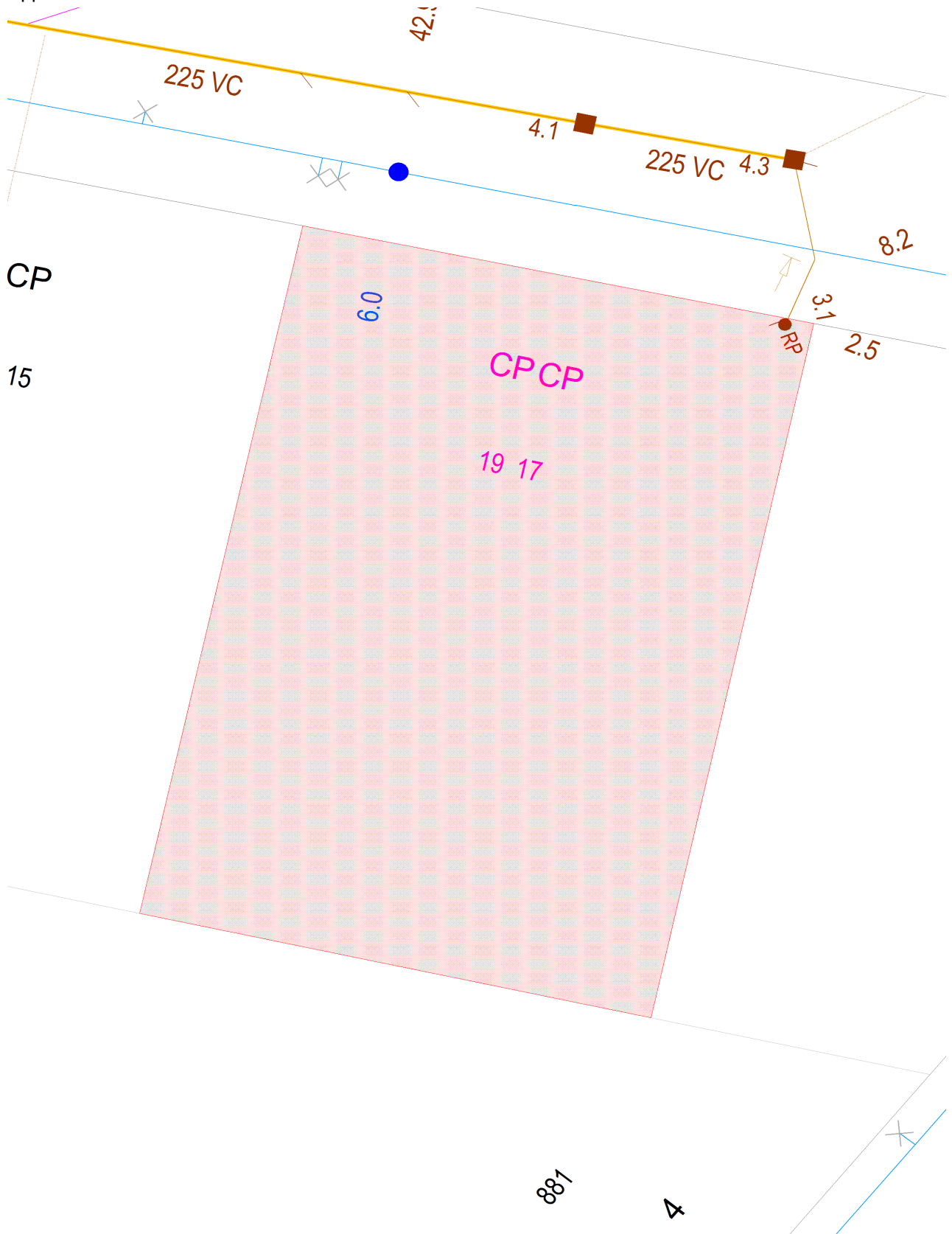
- Municipality of South Sydney
- SYMBOLS AND ABBREVIATIONS**
- Boundary Trap
 - ⊙ Inspection Shaft
 - ⊖ Pit
 - ⊞ Grease Interceptor
 - ⊟ Gully
 - PT P Trap
 - RV Reflux Valve
 - Cleaning Eye
 - OVER Vertical Pipe
 - SVP Vent Pipe
 - DCC Down Cast Cowl
 - IP Induct Pipe
 - MF Micra Flap
 - T Tubs
 - KS Kitchen Sink
 - WC Water Closet
 - BW Bath Waste
 - Basin Basin
 - Shr Shower
 - WIP Wrought Iron Pipe
 - CIP Cast Iron Pipe
 - FW Floor Waste
 - WM Washing Machine
- SEWER AVAILABLE
- Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

DATE No. 929
 SHEET No. 929
 Scale 1:500
 Boundary Trap is *not* required. //
 Outfall - SW //
 For House Services Engineer

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8002134034



Document generated at 06-12-2022 04:34:25 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		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve 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	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant: INFOTRACK PTY LIMITED

Your reference: 958

Address of property: 17 Danks Street , WATERLOO NSW 2017

Owner: THE OWNERS - STRATA PLAN NO 91436

Description of land: Lot 1 DP 1186942, Lots 1-43 SP 91436

Certificate No.: 202332258

Certificate Date: 29/03/23

Receipt No:

Fee: \$53.00

Paid: 29/03/23

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone B2 Local Centre (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To allow appropriate residential uses to support the vitality of local centres.

2 Permitted without consent

Nil

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Light industries; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Depots; Extractive industries; Freight transport facilities; Heavy industrial storage establishments; Industrial retail outlets; Industries; Storage premises; Transport depots; Truck depots; Warehouse or distribution centres

PROPOSED ZONING

Employment Zones Reform Implementation

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.**

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal – Performance Standards for Net Zero Energy Buildings

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

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

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

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

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.

- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in

the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)**

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

<ul style="list-style-type: none"> ▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021 	NO
<ul style="list-style-type: none"> ▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016 	YES
<ul style="list-style-type: none"> ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007 	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO

<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

- (1)
 - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
 - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

(c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

(2) In this section:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	NO
Property is outside the flood planning area	YES
Property is within a buffer zone	NO

(2) If 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.

Property is between the flood planning area and probable maximum flood.	NO
Property is outside the flood planning area and probable maximum flood	YES
Property is within a buffer zone	NO

(3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

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

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 *does not* apply to the land *to which the certificate relates*.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

*Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000*

End of Document

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Jan Frederik Pieter Jacobus Van Deventer and Troy Scott Filson**

Purchaser:

Property: 207/17 Danks Street, WATERLOO

Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

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

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Revenue

Enquiry ID 3893671
Agent ID 81429403
Issue Date 12 Apr 2023
Correspondence ID 1763479720
Your reference 2023040

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S91436/16	Unit 207, 17 DANKS ST WATERLOO 2017	\$386 273	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.