NEW SOUTH LAWYERS

Contract for the Sale and Purchase of

Shop 1 (Lot 134) 209 Harris Street, Pyrmont NSW 2009

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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Laing & Simmons Carlingford 138 Felton Road, Carlingford, NSW 2118	**phone**: 02 9890 7777 **email**: dmourad@lspg.com.au
co-agent		
vendor	Natmarc Property Pty Ltd (atf Natmarc Superannuation Fund) (ACN 680 787 946) Unit 507 2, 8 Brookhollow Avenue, Norwest, NSW 2153	
vendor's solicitor	New South Lawyers Level 6 20 Macquarie Street PARRAMATTA NSW 2150	**phone**: 02 9891 6388 **email**: property@nsl.legal **ref**: 250302
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	Shop 1 (lot 134) 209 HARRIS ST PYRMONT NSW 2009 LOT 134 STRATA PLAN SP67253 Folio Identifier 134/SP67253	
	☐ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: commercial, storage cage in basement, 3 carspaces	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by Vendor Vendor	**Signed** by Purchaser Purchaser

VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by Natmarc Property Pty Ltd (atf Natmarc Superannuation Fund) in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:
Signature of authorised person Marc Mourad Name of authorised person Office held	Signature of authorised person Natalie Jane Mourad Name of authorised person Office held	Signature of authorised person Name of authorised person Office held	Signature of authorised person Name of authorised person Office held

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Choices

Vendor 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* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide 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):

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 60

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

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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.

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 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.

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WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it 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.

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

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

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

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

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

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

7.1.2 the vendor *serves* notice of intention to *rescind*; and

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *serving* a notice before completion; and

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

● Transfer

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

● Place for completion

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

● Payments on completion

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

31 Foreign Resident Capital Gains Withholding

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

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32 Residential off the plan contract

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

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

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

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

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

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Additional Clauses

Additional Clauses to the Contract for the Sale and Purchase of Shop 1 (Lot 134) 209 Harris St Pyrmont NSW 2009

Between: **Natmarc Property Pty Ltd** (atf Natmarc Superannuation Fund) (**the Vendor)**

and (**the Purchaser)**

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33 Definitions, Interpretation and General

33.1 Definitions

the Act	means the *Conveyancing (Sale of Land) Act 1919* (NSW).
Authority	means (as appropriate) any federal, state or local government; or a federal, state or local government department; or a principal certifying authority, or any court or administrative tribunal or statutory corporation or regulatory body having jurisdiction over the Property.
Building Information Certificate	means a building information certificate under section 6.24 of the *Environmental Planning & Assessment Act 1979 (NSW)* or any other legislation.
Deposit	means 10% of the price as specified on the front page of this Contract.
Claim	means any claim, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this Contract or the Property whether or not it arises at law or in equity, under statute or otherwise and includes a party doing any of the following in relation to this Contract or any matter arising from it.
Completion	means Completion of this Contract and 'complete' and 'completed' have corresponding meanings and is to take place in the Electronic Workspace.
Contract	means this contract, the Standard Printed Conditions, the Additional Clauses, and all schedules and annexures to this Contract.
Contract Date	means the date of this Contract as specified on the front page of this Contract.

Guarantor	means each director of the Purchaser named on the front page of the Contract or as is evidenced by a company search.
GST	means a goods and services tax, value added tax, consumption tax or a similar tax.
GST Act	means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Planning Certificate	means the certificate issued under section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW).
Property	means the land, improvements, inclusions, chattels and exclusions (if any) as specified on the front page of this Contract.
Standard Printed Conditions	means the standard printed conditions of the Contract being clauses 1–32.
Regulation	means the Conveyancing (Sale of Land) Regulation 2017.
Schedule	means a schedule to this Contract.

33.2 Interpretation

In this Contract unless the contrary intention appears a reference to:

(a) the singular includes the plural and vice versa;

(b) any gender includes all other genders;

(c) a reference to $ or dollars is a reference to Australian dollars;

(d) a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;

(e) a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this document all of which are deemed part of this document;

(f) headings and subheadings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract;

(g) the word ‘includes’ in any form is not a word of limitation;

(h) a reference to an Act includes any by law, ordinance, regulation or rule made under that Act;

(i) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government;

(j) a person includes the person's executors, administrators, successors and substitutes, including persons taking by novation and assigns;

(k) a body or Authority includes any replacement body, Authority or person serving the same function or acting in the same capacity as that body or authority;

(l) in the interpretation of this Contract no rule of construction applies to the disadvantage of one party on the basis that it put forward the Contract or any part of it; and

(m) notwithstanding, the terms defined in this Contract are defined terms whether or not these terms are in italics.

33.3 General

(a) Governing Law

(i) This Contract is governed by and must be construed according to the laws of New South Wales.

(ii) The parties must submit to the exclusive jurisdiction of the Courts of New South Wales.

(b) Merger

(i) Rights under this Contract which may apply after Completion continue to apply after Completion.

(c) Entire Understanding

(i) This Contract contains the entire understanding between the parties as to the subject contained in it.

(ii) All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Contract and have no effect.

(d) Waiver

(i) A single or partial exercise or waiver of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.

(ii) No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

(e) Severance

(i) If a provision in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

(ii) If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Contract.

(f) Amendment

(i) This Contract may only be varied or replaced by a document duly executed by the parties.

(ii) A variation of this Deed must be in writing and signed by the Parties.

(g) Rule of Construction

(i) In the interpretation of this Contract, no rule of construction applies to the disadvantage of the party preparing the Contract on the basis that it prepared or put forward this Contract or any part of it.

(h) Consents and Approvals

(i) Where anything depends on the consent or approval of a party, then, unless this Contract provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that party.

(i) Exercise of Certain Rights to Rescind

(i) If a right to rescind given by this Contract is not exercised within the period specified for its exercise it may not be exercised.

(j) Rights under this Contract

(i) Rights under this Contract which are expressed in writing apply after Completion will continue to apply after Completion.

(k) No Warranty

(i) Except to the extent not permitted by law or as expressly stated in this Contract, the Vendor does not promise, represent, state or warrant that any document attached to this Contract is accurate.

(l) Assignment or Novation of Contract

(i) The Vendor may at any time assign or novate the Vendor's interest in this Contract without the consent of the Purchaser.

34 Standard Conditions

34.1 Amendments

Clauses 1–32 of the standard printed conditions of the Contract are amended in accordance with this Additional Clause.

(a) Clause 4: insert a new clause 4.15:

"4.15 The Purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.";

(b) Clause 5.1: delete the words "the purchaser is taken to have made those *requisitions*" and replace with the words "the purchaser is to make those *requisitions* by serving a copy of the *requisitions* on the vendor *within* 21 days after the contract date and they are the only form of *requisitions* the purchaser may make";

(c) Clause 5.2: delete;

(d) Clause 7.1.1: delete "5%" and replace with "1%";

(e) Clause 7.1.3: delete the words "14 days" and replace with "7 days";

(f) Clause 7.2.1: delete "10%" and replace with "1%";

(g) Clause 8.1.1: delete the words "on reasonable grounds";

(h) Clause 9.1: delete and replace with:

"9.1 keep or recover the deposit (to a maximum amount of 10% of the purchase price), and if the deposit paid is less than 10% of the purchase price, the purchaser must immediately pay to the vendor an amount equivalent to the difference between the deposit and 10% of the purchase price.";

(i) Clause 10.1: delete the first line and replace with the following words:

"10.1 The purchaser cannot make a claim, objection or requisition, delay Completion or rescind or terminate in respect of …";

(j) Clauses 10.1.8 and 10.1.9: delete each occurrence of the word "substance" and replace with the word "existence";

(k) Clause 12: insert the following words at the end of the clause:

'In this clause *certificate* does not include a Building Information Certificate under any legislation. The Purchaser must not apply for a Building Information Certificate under any legislation without the prior written consent of the Vendor';

(l) Clause 14.4.2: delete;

(m) Clause 14.8: delete;

(n) Clause 19: insert new clause 19.3:

"19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.";

(o) Clauses 23.6 and 23.7: delete;

(p) Clause 23.9.1: delete the word "1%" and replace with the words "10%";

(q) Clauses 23.13 and 23.14: delete and replace with the words "The purchaser is to apply for the certificate";

(r) Clauses 24, 25, 26, 28 and 29: delete; and

(s) Clause 31.2: delete.

34.2 Conflict with Standard Printed Conditions

(a) If there is a conflict or any inconsistency between the Standard Printed Conditions and the Additional Clauses of this Contract the Additional Clauses prevail.

35 Execution of this Contract

35.1 Consent

(a) The Vendor and the Purchaser consent to:

(i) this Contract being signed by each other and any other party in accordance with an electronic communication method approved by the Vendor; and

(ii) the receipt and delivery of this Contract electronically pursuant to the *Electronic Transactions Act 2000* (NSW) and/or the *Electronic Transactions Act 1999* (Cth).

35.2 Acknowledgement

(a) The Vendor and the Purchaser acknowledge that before signing this Contract electronically, they each reviewed and confirmed the terms of this Contract.

(b) The Purchaser acknowledges that on signing this Contract the Purchaser ensured that the statutory notices set out in the standard printed conditions were adjusted to be displayed at a minimum of a font point size of 14.

35.3 Electronic Contract to be an Original Document

(a) If this Contract is executed by the Vendor and the Purchaser pursuant to an electronic method of communication approved by the Vendor, the Vendor and the Purchaser agree:

(i) this Contract:

(A) is made on its execution by the parties to it;

(B) need not be executed and exchanged in counterparts;

(C) constitutes an original document in an electronic format; and

(ii) an electronic signature of a party to this Contract is an acceptance of this Contract by that party and that party confirms that it intends to be and will be bound by the Contract.

35.4 Execution and Delivery of Paper Contract

(a) Notwithstanding the above clause, the Purchaser acknowledges that the Vendor may require the Contract to be signed by the Purchaser in paper.

(b) The Purchaser agrees that within fourteen days of service of a notice pursuant to this clause, the Purchaser must sign and deliver to the Vendor the Contract in paper form.

(c) If the Contract is signed in paper form, the Vendor and the Purchaser acknowledge and agree that the paper Contract is intended to record the detailed terms of the Contract and confirm that they intend to be and will be bound by the Contract on the Contract Date.

36 Notice to Complete

36.1 Issue of Notice to Complete

(a) If a party fails to complete this Contract, then the other party shall be entitled to serve a notice to complete on the party requiring that party to complete the Contract within fourteen (14) days from the date of the notice to complete (the "**Notice to Complete**").

(b) If the Vendor has served a Notice to Complete, the Vendor may at any time:

(i) withdraw the Notice to Complete by further notice to the Purchaser;

(ii) issue a further Notice to Complete upon the withdrawal of the initial Notice to Complete; and/or

(iii) unilaterally extend the time allow by the Notice to Complete, with such extended time remaining of the essence of the Notice to Complete and the Contract.

(c) The Vendor will not be regarded as not being ready, willing and able to complete the Contract because of the existence of a charge/outgoing, which charge/outgoing will be paid or removed on Completion. Essential Term of the Contract

(d) The parties acknowledge and agree that:

(i) the period specified in this clause is a reasonable period;

(ii) this clause is an essential term of the Contract;

(iii) neither party shall be entitled to make an objection to the Notice to Complete;

(iv) the Notice to Complete shall be valid at law and at equity; and

(v) if either party fails to comply with the Notice to Complete, the other party shall be entitled to terminate the Contract.

36.2 Preservation of Rights

(a) The party serving the Notice to Complete reserves the right to withdraw the Notice to Complete without prejudice to its continuing right to issue further notices to complete.

36.3 Deposit and Interest

(a) Notwithstanding clause 2.1, if this Contract is terminated by either party under a Notice to Complete, the party terminating the Contract is entitled to receive the deposit together with all interest earned on the investment of the deposit.

(b) The parties to this Contract authorise the deposit holder to release the deposit together with all interest earned on it to the party terminating the Contract under the Notice to Complete.

37 Damages for Late Completion

37.1 Interest and Costs of Delay

(a) If the Purchaser fails to complete this Contract on the Completion Date, then the Purchaser agrees to pay to the Vendor on Completion in addition to the purchase price and as an adjustment on settlement:

(i) interest on the balance of purchase price at the rate of twelve per cent (12%) per annum calculated daily from the Completion Date until actual completion;

(ii) the sum of five hundred and fifty dollars ($550.00) exclusive of GST to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay; and

(iii) the sum of five hundred and fifty dollars ($550.00) exclusive of GST incurred by the Vendor in the issue of a Notice to Complete.

(iv) the sum of three hundred and thirty dollars ($330.00) exclusive of GST incurred by the Vendor in the issue of a notice of revocation of the Notice to Complete or provides an extension to the Notice to Complete.

(b) The Purchaser agrees that the interest and costs incurred by the Vendor arising from the failure by the Purchaser to complete are:

(i) a genuine pre-estimate of the Vendor's loss and additional expenses as a result of the Purchaser's failure to complete this Contract on the Completion Date; and

(ii) an agreed amount of liquidated damages the Vendor incurs.

37.2 Essential Term

(a) It is an essential term of this Contract that the amounts payable under this clause are paid to the Vendor on Completion as a condition of Completion.

(b) The Vendor will not be required to complete the Contract unless the amounts payable under this clause are paid on Completion.

37.3 Preservation of Vendor's Rights

(a) The right to interest together with the amounts payable by the Purchaser under this clause do not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.

37.4 Delay by Vendor

(a) This clause does not apply in respect of any period during which Completion has been delayed solely due to the fault of the Vendor.

38 Cancelled or Re-scheduled Settlement Services

(a) If the Purchaser fails to effect settlement after arrangements have been made, the sum of $550.00 plus GST for each instance is payable by the Purchaser.

(b) This amount must be added to the balance payable on Completion to cover legal costs and other expenses incurred by the Vendor as a consequence of rescheduling settlement as a genuine pre-estimate of those additional expenses.

39 Purchaser's Representations, Warranties and Acknowledgements

39.1 Purchaser's Warranties and Representations

The Purchaser represents and warrants that it:

(a) did not rely on and was not induced to enter into this Contract by any representations or warranties made by any person including the Vendor or the Vendor's agent about the subject matter of this Contract, including, without limitation:

(i) representations or warranties about the nature or the fitness or suitability for any purpose of the Property;

(ii) the potential or future use or development of the Property; or

(iii) about any financial return or income to be derived from the Property,

except those representations and warranties that are set out in this Contract;

(b) before entering into this Contract, has:

(i) relied entirely on its own enquiries relating to the Property made by or on behalf of the Purchaser including an inspection of the Property; and

(ii) is purchasing the Property as a result of its own inspections and enquiries;

(c) has obtained appropriate independent advice on and is satisfied about:

(i) the Purchaser's obligations and rights under this Contract;

(ii) the nature of the Property and the purposes for which the Property may be lawfully used; and

(iii) the Purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1997* (Cth) for depreciation of any plant or equipment in the building or in connection with the cost of construction of the building.

39.2 Acknowledgements

The Purchaser acknowledges that:

(a) any representations or warranties made by the Vendor are only as set out in this Contract;

(b) does not rely on any representation made by the Vendor or any other person on behalf of the Vendor except the express representations in this Contract;

(c) the Purchaser is bound only by the provisions of this Contract;

(d) any promotional and advertising material which the Purchaser may receive from any person in respect of the Property will not form part of this Contract;

(e) the Purchaser cannot rely on any promotional and advertising material in respect of the Property;

(f) this Contract contains the entire agreement between the parties; and

(g) in entering into this Contract, the Vendor has relied on the warranties given by the Purchaser in this clause 36.

39.3 No Claim

(a) The Purchaser shall not be entitled to make any Claim or claim for compensation, objection or requisition or rescind or terminate or delay Completion in respect of any matter arising from or disclosed in this clause.

40 Present Condition

40.1 Condition of Property, Defects, Services, etc

(a) Subject to section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2017* (NSW) the Purchaser acknowledges and agrees that it accepts the Property, its inclusions, and any chattels in their present condition, subject to fair wear and tear, and will not make an objection requisition, Claim or claim for compensation or be entitled to rescind this Contract or delay Completion by reason of the following:

(i) any latent or patent defect in the Property;

(ii) the presence on the Property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any water, sewerage, drainage, electricity, gas or telephone service;

(iii) any non-compliance with the *Local Government Act 1993* by improvements on the Property

(iv) the condition, state of repair, dilapidation or infestation (if any) of the Property;

(v) the fitness or suitability of the Property for any particular use;

(vi) the nature, location, availability or non-availability of services or defects in services;

(vii) whether or not the Property is subject to or has the benefit of any rights or easements in respect of services;

(viii) any underground or surface stormwater drain passing through or over the Property or any manhole vent on the Property;

(ix) any rainwater downpipe, any roof or surface water drainage being connected to the sewer;

(x) the presence of any environmental hazard or contamination on, within, from and to the Property;

(xi) the services referred to in standard printed condition 10.1.2, the lack of rights or easements for the services or the lack of any services; or

(xii) whether or not the Property complies with the regulations under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms.

41 Inclusions

41.1 State of Repair and Condition

(a) The Vendor makes no representation or warranty as to the state of repair, the working order or condition of the plant, equipment, fixtures, fittings, furniture, chattels and effects located on the Property on Completion (the “Inclusions”).

(b) The Purchaser accepts the Inclusions in their state of repair and condition on Completion.

(c) The Inclusions are included in the sale and the Vendor need not give formal delivery of them.

41.2 No Claim

(a) The Purchaser must not take any make an objection, requisition, claim for compensation or exercise any right to rescind or terminate this Contract, or seek to delay Completion in connection with any loss of or damage to the Inclusions occurring after the Contract Date or in relation to any Claim on the grounds that any Inclusion is defective or unfit for the purpose for which it was built or installed or fails to operate properly or at all.

42 No Other Real Estate Agent

42.1 Warranty

(a) The Purchaser warrants that it was not introduced to the Vendor or the Property by or through any other agent, an employee of a person connected to the agent specified as the Vendor's agent on the front page of the Contract who is entitled to claim commission as a result of this sale.

42.2 Indemnity

(a) The Purchaser indemnifies the Vendor against any claim for commission, charges, costs or expenses in relation to the introduction to the Vendor or the sale of the Property caused by a breach of this warranty including, but not limited to, the Vendor's legal costs on a full indemnity basis of defending any such claim which may be made by any agent or other person arising out of or in connection with the Purchaser's breach of this warranty.

42.3 Non Merger

(a) The Vendor's rights under this clause shall not merge on Completion and shall continue after Completion.

43 Death, Mental Illness or Bankruptcy

43.1 Death and Mental Illness

(a) 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, the Vendor and the Purchaser agree that should either party prior to Completion die, become mentally ill or an incapable person as defined in the *Mental Health Act 1958* (NSW):

(b) then the other party may rescind the Contract by notice in writing to the party or to its legal representative named as acting for the party in this Contract;

(c) the Contract shall be at an end; and

(d) the provisions of Clause 19 shall apply.

43.2 Bankruptcy

(a) If either the Vendor or the Purchaser are:–

(i) declared bankrupt;

(ii) enter into any scheme;

(iii) make any assignment for benefit of creditors;

(iv) is a company that resolves to go into liquidation or has a petition for its winding up presented;

(v) enter into any scheme or arrangement with its creditors under Part 5.1 of the *Corporations Act 2001* (Cth); or

(vi) should any liquidator, receiver or official manager be appointed in respect of a party that is a corporation,

then that party shall be deemed to be in default of this Contract and the other Party can terminate this Contract.

44 Exchange on less than 10% deposit

44.1 The Deposit

(a) Notwithstanding Clause 2.2, in consideration of the Vendor entering into this Contract, the Purchaser and Vendor agree that the Deposit of $_____ (the "Deposit"), being 10% of the purchase price is payable by the Purchaser.

44.2 Instalments of the Deposit

(a) If the Purchaser and Vendor agree that the Deposit shall be paid by instalments, then the Deposit will be paid with:

(i) $_____ payable by the Purchaser at the Contract Date (the "First Instalment"); and

(ii) the balance of the Deposit being $_____ payable, the earlier of:

(A) the date for completion as specified on the front page of this Contract; or

(B) _____ (the "**Second Instalment**").

44.3 Essential Term and Time of the Essence

(a) This clause is an essential term of the Contract and the time specified in this clause is of the essence.

44.4 Non Payment of the Deposit

(a) In the event the Purchaser does not provide to the Vendor the Second Instalment on or before the due date for payment, the Vendor:

(i) can terminate this Contract;

(ii) becomes immediately and irrevocably entitled to forfeiture of the Deposit; and

(iii) in addition to any other rights on the part of the Vendor, is entitled to recover from the Purchaser as a liquidated debt an amount being the difference between the Deposit and the amount paid by the Purchaser on the Contract Date or any time after the Contract Date.

44.5 Non Merger

(a) The provisions of this clause shall not merge upon Completion.

~~**45 Release of Deposit**~~

~~(a) Following exchange of Contracts, the Deposit is to be immediately released to the Vendor.~~

~~(b) The Purchaser agrees that the Vendor is permitted to use the Deposit or any part of the Deposit as a deposit upon the purchase by the Vendor of another property and/or to pay stamp duty on the contract for the purchase of another property.~~

~~(c) If the Vendor requires the Deposit or any part of it for the purposes as specified in this clause, upon receipt of a direction by the Vendor or its legal representative requiring the release of the Deposit, the deposit holder is authorised by the Vendor and the Purchaser to release the Deposit or any part of it to the Vendor.~~

~~(d) If the Deposit is released under this clause, the deposit holder shall account to the Vendor for the Deposit and will cease to be the deposit holder under this Contract~~

46 Order on Agent–Authority to Release the Deposit Following Completion

(a) The Purchaser must serve on the Vendor three days prior to Completion an authority to the deposit holder for the release of the deposit on Completion to the Vendor (the "**Order on the Agent**").

(b) The Purchaser may upload the Order on the Agent to the Electronic Workspace and this will be service for the purposes of this clause.

(c) The Vendor will hold the Order on the Agent in escrow until Completion takes place.

47 Extension to Cooling Off Period

47.1 Payment of Costs

If the Purchaser requests an extension to the cooling off period:

(a) the Purchaser agrees to pay to the Vendor the sum of five hundred and fifty dollars ($550.00) exclusive of GST (the "**Costs**") for each request made by the Purchaser being the sum that:

(i) covers the legal costs and other expenses incurred by the Vendor as a result considering a request to an extension of the cooling off period;

(ii) obtaining the instructions of the Vendor and responding to the request; and

(iii) are a genuine pre-estimate of the costs and expenses incurred by the Vendor;

(b) the Costs are payable by the Purchaser as an adjustment on Completion; and

(c) the Costs must be added to the balance payable on the Completion Date.

48 Non-Lodgement by Purchaser of Caveat

48.1 Purchaser's Acknowledgement

(a) The Purchaser agrees and acknowledges that it will not lodge a caveat on the title to the Property before Completion.

48.2 Withdrawal by Vendor

(a) In the event the Purchaser lodges a caveat, the Purchaser irrevocably nominates and appoints the Vendor to be the Purchaser's attorney and in the Purchaser's name, as the Purchaser, authorises the Vendor to act as its attorney to remove the caveat lodged by the Purchaser and to execute any necessary forms to withdraw a caveat.

48.3 Caveat Lodged by or on behalf of the Purchaser

(a) If at the Completion Date there is noted on any certificate of title for the Property a caveat lodged by or on behalf of:

(i) the Purchaser;

(ii) any assignee of the Purchaser's interest under this Contract; or

(iii) any person claiming through or under the Purchaser,

the Purchaser must complete despite the notation of that caveat.

48.4 Non Merger and Essential Term

(a) This clause does not merge on Completion and is an essential term of this Contract.

49 Personal Property Securities Register

49.1 Meanings

(a) In this clause personal property, secured party and security interest have the same meanings as in the *Personal Property Securities Act 2009* (Cth) (the "PPS Act").

49.2 Security Interests

Where the Property includes personal property subject to a security interest to pass legal title free of that interest:

50 Error in Adjustments

In the event that an error is made in calculating the adjustments on Completion:

(a) the party who has become aware of the error in adjustment must immediately notify the other party in writing of the error, providing details of the nature of the error;

(b) the parties shall use their best efforts to rectify the error as soon as possible, including, but not limited to, the party responsible for the error making any necessary payments or reimbursements to the other party.

(c) The party responsible for the error shall rectify the error within seven (7) days of being notified of the error by the other party, unless the parties agree in writing to a longer period of time.

(d) The provisions of this clause shall not merge upon Completion.

51 Security Interests

Where the Property includes personal property subject to a security interest to pass legal title free of that interest:

(a) it is sufficient for the Vendor to provide on Completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and

(b) no release is required where the personal property has a market value of not more than $5,000 (or such greater amount prescribed under regulations to the PPS Act) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

52 Credit

52.1 Purchaser's Warranty

The Purchaser warrants to the Vendor that either:–

(a) the Purchaser does not require credit in order to complete this Contract; or

(b) the Purchaser has obtained credit, upon reasonable terms, and in a sufficient amount to enable Completion.

52.2 Purchaser's Acknowledgement

(a) The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract.

52.3 Meaning of Credit

(a) For the purposes of this clause, the word "credit" has the same meaning as that ascribed to it by Section 4(1) of the *Consumer Credit (New South Wales) Code*.

53 Foreign Investment Review Board

53.1 Warranty by Purchaser

(a) The Purchaser warrants that the provisions of the *Foreign Takeovers and Acquisitions Act, 1975* (Cth) as amended requiring consent from the Commonwealth Treasury do not apply to the Purchaser or to this Purchase.

(b) The Purchaser will indemnify the Vendor against any penalties, fines, legal costs, Claims, loss, or damage suffered as a breach of this warranty.

53.2 Non merger

(a) This clause does not merge on Completion.

54 Swimming Pool

(a) This clause applies if a swimming pool is located on the Property.

(b) Attached to this Contract is a certificate of non-compliance in relation to the swimming pool.

(c) The Purchaser agrees that it will not require the Vendor to carry out work in order to make the swimming pool compliant with the Swimming Pools Act 1992 (NSW).

(d) The Purchaser cannot make any requisition, objection, Claim or delay Completion, rescind or terminate the Contract in respect of the swimming pool.

55 Deed of Guarantee

(a) This clause applies if the Purchaser is a corporate entity.

(b) In this clause Guarantor means each director of the Purchaser named on the front page of the Contract or as is evidenced by a company search of the Purchaser.

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(c) The Vendor has entered into this Contract at the request of the Purchaser and the Guarantors.

(d) The Vendor, Purchaser and Guarantor agree to enter into a deed of guarantee and indemnity as attached to this Contract.

56 Privacy Consent

The Purchaser consents to the Vendor:

(a) collecting, using, and disclosing any personal information for the purpose of the effective completion of this Contract;

(b) collecting, using, and retaining any personal information for the purpose of marketing from time to time any residential development and/or other services or the Purchaser or its related entities; and

(c) disclosing personal information to the Vendor's Agent for the purpose of entering into and effecting the completion of this Contract.

57 Sewerage Service Diagram

57.1 Disclosure and Acknowledgement

(a) The Vendor discloses and the Purchaser acknowledges that annexed to the Contract is a copy of the sewerage service diagram in respect of the Property.

57.2 No Claim

(a) The Purchaser will not make any objection, requisition or claim for compensation or delay Completion in respect of the accuracy or completeness of the sewerage service diagram.

58 Conditions of Sale by Auction

58.1 This clause applies if the Property is or is intended to be sold at auction:

(a) In this clause "Bidders record" means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

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

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

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

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

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

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

(vi) 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;

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

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

58.2 Sale by Auction of Residential Property or Rural Land

(a) The following conditions, in addition to those prescribed by the above subclause 59.1(a) and (b), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

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

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

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

Christmas Provision

58.3 The Completion Date of the Contract is the earlier of:

(a) forty-two (42) days from the Contract Date; or

(b) If the Completion Date of the Contract falls between the periods of 18 December 2025 to 16 January 2026, it is mutually agreed by both parties that settlement will take place on 22 January 2026.

58.4 The Purchaser shall not be entitled to make any Claim or claim for compensation, objection or requisition or rescind or terminate or delay Completion in respect of this clause.

59 Vendor a Trustee under a Trust

59.1 This Contract

(a) The Vendor enters into this Contract in its capacity as the trustee of its trust.

(b) In this Contract any references to the Vendor are to the Vendor in its capacity as trustee of its trust unless otherwise expressly stated.

59.2 Limitation of Liability

(a) Any liability of the Vendor arising under or in connection with this Contract is strictly limited, and can be enforced against that Vendor, only to the extent to which it is actually indemnified out of the assets of its trust in respect of that liability.

(b) The limitation of the Vendor's liability under this clause applies despite any other provision of this Contract and extends to all liabilities and obligations of the Vendor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Contract.

(c) The purchaser may not sue the Vendor in any capacity other than as trustee of its trust, including seeking the appointment of a receiver or receiver and manager (except in relation to assets of the trust), a liquidator, an administrator or any similar person to the Vendor or prove in any liquidation, administration or arrangement of or affecting the Vendor (except in relation to assets of the trust).

(d) The limitation of liability set out in this clause will not apply to any obligation or liability of the Vendor to the extent it is not so satisfied because under the trust deed relating to the trust or by operation of law there is a reduction in the extent of each of the Vendor's indemnification out of the assets of each of its trusts, or that indemnification is extinguished, as a result of the Vendor's fraud, gross negligence or breach of trust.

(e) No attorney, agent, receiver or receiver and manager appointed in accordance with this Contract has authority to act on behalf of the Vendor in a way which exposes the Vendor to any personal liability and no act or omission of any such person will be considered to constitute fraud, gross negligence or breach of trust of the Vendor for the purpose of clause (d) above.

(f) The Vendor is not obliged to do or refrain from doing anything under this Contract (including incurring any liability) unless the Vendor's liability is limited in the same manner as set out in this clause.

GST

60 GST

60.1 Clause 13

Clause 13 of the standard printed conditions of the Contract is amended as follows:

(a) clause 13.2: delete and replace with:

(i) "13.2 Despite any other provision in this Contract, if this Contract nominates that this sale is a taxable supply in full then:

(ii) 13.2.1 the price and any other amount (including the deposit and adjustments) payable by the Purchaser to the Vendor does not include GST; and

(iii) 13.2.2 at the same time and in the same manner as the purchaser is required to pay the price or any other amount (including the deposit and adjustments) under this Contract (adjusted amount) the purchaser must pay an additional amount equal to the adjusted amount multiplied by the GST rate."

(b) clause 13.3.1: delete the words 'added to or included in' and replace with 'payable in respect of'.

(c) clause 13.4.4: delete the clause and replace with:

"13.4.4 If despite clause 13.4.1 either party serves on the other party a copy of a letter or an e-mail from the Commissioner of Taxation stating or to the effect that the Vendor is required to pay GST on the price or that the supply made by the Vendor under this Contract is a taxable supply, the purchaser must pay to the vendor on demand the amount of the GST assessed, irrespective of whether that demand is made before or after Completion. Further, the purchaser indemnifies the vendor for the amount of that GST, if any, and all costs, interest and penalties in that regard. Rights under clause 13.4 continue after Completion whether or not other rights continue.'

(d) Clauses 13.8 and 13.9: delete.

60.2 Non Merger

(a) This clause does not merge on completion and is an essential term of this Contract.

61 Force Majeure

61.1 Force Majeure Event

(a) Neither Party is responsible for any failure to perform its obligations under this Contract if that Party is prevented from, or delayed in, performing its obligations by an event which is beyond the control and without the fault or negligence of the Party affected and which by the reasonable diligence of the Party affected was unable to prevent provided that the event or circumstances is limited to the following:

(i) the act of any government or competent authority (including the cancellation or revocation of any approval, authority or permit) in response to the public health emergency as a result of the COVID-19 pandemic; or

(ii) the declaration of a state of emergency having an effect on the completion of this Contract in response to the public health emergency as a result of the COVID-19 pandemic; or

(iii) any other cause, impediment or circumstance arising from the COVID-19 pandemic, which:

(A) was not reasonably foreseeable or could not be taken into account at the Contract Date the consequences of which could not be avoided in this Contract; and

(B) makes performance of this Contract impossible, but not to the extent that it makes performance of this Contract more onerous or uneconomic,

(collectively "**Force Majeure**").

61.2 Notice of an Event of Force Majeure

(a) When an event of Force Majeure takes place affecting the performance of a Party, that Party must:

(i) immediately notify the other party of the event of Force Majeure;

(ii) provide complete details of the event of Force Majeure;

(iii) the reasons for the event of Force Majeure preventing that Party from, or delaying that Part in, performing its obligations under this Contact;

(iv) use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfil its obligations under the Contract; and

(v) notify the other Party of its efforts to mitigate the impact or consequences of the event of Force Majeure.

61.3 Suspension of Obligations

(a) When an event of Force Majeure occurs, the unperformed obligations of this Contract are suspended for the duration of the event of Force Majeure.

(b) In the event an event of Force Majeure continues for a period of six months, the Parties agree that they must consult with a view to determining whether or not this Contract will continue.

(c) If it is decided that the Contract will continue, the Parties must decide whether any amendments or variations to the Contract will be made in order to take into account the event of Force Majeure.

(d) Upon completion of the event of Force Majeure, as soon as reasonably practicable the Party affected must perform its obligations under this Contract that were affected by the event of Force Majeure taking into account any amendments or variations that may have made to the Contract as contemplated by this clause.

61.4 Termination of Contract

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(a) If the event of Force Majeure continues for more than six months, either Party may terminate this Contract by giving seven days' written notice to the other Party.

(b) In the event of termination of the Contract, the Deposit must be returned to the Purchaser and neither Party is liable to the other Party except to the extent of the rights and obligations that accrued before termination.

61.5 Purchaser a Trustee of a Trust

61.6 Application of this Clause

(a) This clause applies if the Purchaser enters into this Contract as a trustee of a trust.

61.7 Acknowledgement and Warranty by the Purchaser

(a) The Purchaser acknowledges that the Purchaser is bound under this Contract in its capacity as trustee of the trust and in the Purchaser's individual capacity.

(b) The Purchaser warrants that the trust of which the Purchaser is trustee:

(i) is validly created and is in existence;

(ii) the Purchaser will disclose to the Vendor the terms of the trust upon request by the Vendor;

(iii) the Purchaser possesses unqualified power under the Trust to enter into this Contract;

(iv) any consent, approval or resolution necessary has been obtained or passed to enable the Purchaser to enter into and discharge its obligations under this Contract; and

(v) the Purchaser holds the Purchaser's interest under this Contract:

(A) in the proper exercise of the Purchaser's powers under the Purchaser Trust; and

(B) for the benefit of the beneficiaries or objects of the trust.

61.8 Purchaser's Obligations

(a) The Purchaser must ensure that between the Contract Date and the final discharge of the Purchaser's obligations under this Contract there does not occur with the Vendor's consent (that consent not to be unreasonably withheld) any of the following events other than in the proper exercise of the Purchaser's duties as trustee under the trust:

(i) amendment or revocation of the trust;

(ii) removal or retirement of any trustee of the trust;

(iii) appointment of a new or additional trustee of the trust;

(iv) use of the assets of the trust for a purpose by a beneficiary or an object of the trust, unless pursuant to the terms of the trust;

(v) distribution, resettlement or transfer of the assets of the trust;

(vi) anything that might result in the trustee's entitlement to an indemnity from the assets of the trust or the beneficiaries being diminished;

(vii) acceleration of the vesting date or termination of the trust;

(viii) the purchaser in its capacity as trustee of the trust:

(A) incurring a debt;

(B) lending money;

(C) giving a guarantee or indemnity;

(D) encumbering an asset of the trust;

(E) mixing assets of the trust;

(F) parting with possession of an asset of the trust;

(G) delegating any of the trustee's powers; or

(H) increasing the renumeration of the trustee.

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Schedule 1 Mandatory Disclosure Documents

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Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 134/SP67253

SEARCH DATE	TIME	EDITION NO	DATE
19/11/2025	5:38 PM	4	24/1/2025

LAND

LOT 134 IN STRATA PLAN 67253
AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

NATMARC PROPERTY PTY LTD (T AU779148)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP67253
2 SP67253 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 1 IN THE S. 88B INSTRUMENT
3 AU779149 MORTGAGE TO ORDE MORTGAGE CUSTODIAN PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

250302... PRINTED ON 19/11/2025

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Received: 19/11/2025 17:38:47

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP67253

SEARCH DATE	TIME	EDITION NO	DATE
19/11/2025	5:38 PM	21	6/12/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 67253 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PYRMONT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP67253

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 67253
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA CENTRAL PTY LTD
PO BOX 629
BONDI JUNCTION 1355

SECOND SCHEDULE (8 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1037164
3 SP67253 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 3 IN THE S. 88B INSTRUMENT
4 AE492002 INITIAL PERIOD EXPIRED
5 AK176272 LEASE TO TOWERS BUSINESS OPERATIONS PTY LTD (SEE AT210022) OF THE PART SHOWN HATCHED IN PLAN WITH AK176272. COMMENCES 1/11/2020. EXPIRES: 31/10/2025.
6 AK176273 LEASE TO TOWERS BUSINESS OPERATIONS PTY LTD (SEE AT210022) OF THE PART SHOWN HATCHED IN PLAN WITH AK176273. COMMENCES 1/11/2025. EXPIRES: 31/10/2030.
7 AK176274 LEASE TO TOWERS BUSINESS OPERATIONS PTY LTD (SEE AT210022) OF THE PART SHOWN HATCHED IN PLAN WITH AK176274. COMMENCES 1/11/2030. EXPIRES: 31/10/2035.
8 AS747605 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9996)

STRATA PLAN 67253

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	56	2	80	3	53	4	55
5	57	6	59	7	47	8	48

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP67253 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9996) (CONTINUED)

STRATA PLAN 67253

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	48	10	SP91757	11	55	12	51
13	48	14	50	15	77	16	51
17	49	18	49	19	70	20	87
21	49	22	49	23	56	24	52
25	49	26	65	27	72	28	55
29	55	30	52	31	50	32	50
33	72	34	89	35	50	36	50
37	50	38	72	39	111	40	81
41	61	42	71	43	50	44	50
45	53	46	51	47	51	48	74
49	91	50	51	51	51	52	51
53	74	54	107	55	76	56	63
57	73	58	51	59	51	60	54
61	52	62	52	63	76	64	93
65	52	66	52	67	52	68	76
69	109	70	78	71	65	72	75
73	52	74	52	75	55	76	53
77	53	78	77	79	95	80	53
81	53	82	53	83	77	84	111
85	80	86	67	87	76	88	53
89	53	90	56	91	54	92	54
93	80	94	98	95	54	96	54
97	54	98	79	99	113	100	82
101	69	102	78	103	54	104	54
105	104	106	102	107	102	108	83
109	102	110	55	111	55	112	55
113	81	114	115	115	84	116	71
117	80	118	55	119	55	120	85
121	104	122	57	123	96	124	113
125	116	126	63	127	82	128	56
129	56	130	137	131	134	132	127
133	125	134	85	135	89	136	4
137	NOW CP	138	4	139	4	140	4
141	4	142	4				

STRATA PLAN 91757

LOT	ENT	LOT	ENT
143	423	144	274

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

250302... PRINTED ON 19/11/2025

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

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STRATA PLAN FORM 1 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — OFFICE USE ONLY

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Strata Certificate

*Name of Council/Accredited Certifier T.GIBSON being satisfied that the requirements of the *Strata Schemes (Freehold Development) Act 1973 ~~or *Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

*strata plan/~~*strata plan of subdivision~~

illustrated in the annexure to this certificate.

*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.

~~*The strata plan/strata plan of subdivision is part of a development scheme. The *council/*accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

*The council does not object to the encroachment of the building beyond the alignment of HARRIS ST. & GIPPS ST.

*The accredited certifier is satisfied that the the building complies with a relevant development consent in force that allows the encroachment.

*This approval is given on the condition that the use of lot(s) 136-142 (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or ~~*section 68 of the Strata Schemes (Leasehold Development) Act 1986~~

Date 9.1.02
Subdivision No. 53102
Accreditation No. 132716
Relevant Development Consent No. 01/00506
Issued By. SYDNEY CITY COUNCIL

.....
~~Authorised Person/General Manager~~/Accredited Certifier

*Complete or delete if applicable

Surveyors Certificate

I, MARK JOHN ANDREW

of DENNY LINKER & CO
DX 630, SYDNEY

a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of
* Schedule 1A to the Strata Schemes (Freehold Development) Act, 1973
~~* Schedule 1A to the Strata Schemes (Leasehold Development) Act, 1986~~ has been met

(2) *(a) the building encroaches on a public place:
~~(b) the building encroaches on land~~
(other than a public place) in respect of which encroachment an appropriate easement:
*has been created by registered +.....
*is to be created under section 88B of the Conveyancing Act, 1919

(3) the survey information recorded in the accompanying location plan is accurate

Signature: M.J. Andrew
Date : 4/1/2002

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number

THIS IS SHEET 1 OF MY PLAN IN 20 SHEETS

~~* Model By-laws adopted for this scheme~~
~~Keeping of Animals : Option A/B/C~~
* Schedule of By-laws in 33 sheets filed with plan
~~* No By-Laws apply~~
*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT NO	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.	LOT NO.	U.E.
1	56	24	52	47	51	70	78	93	80	116	71
2	80	25	49	48	74	71	65	94	98	117	80
3	53	26	65	49	91	72	75	95	54	118	55
4	55	27	72	50	51	73	52	96	54	119	55
5	57	28	55	51	51	74	52	97	54	120	85
6	59	29	55	52	51	75	55	98	79	121	104
7	47	30	52	53	74	76	53	99	113	122	57
8	48	31	50	54	107	77	53	100	82	123	96
9	48	32	50	55	76	78	77	101	69	124	113
10	697	33	72	56	63	79	95	102	78	125	116
11	55	34	89	57	73	80	53	103	54	126	63
12	51	35	50	58	51	81	53	104	54	127	82
13	48	36	50	59	51	82	53	105	104	128	56
14	50	37	50	60	54	83	77	106	102	129	56
15	77	38	72	61	52	84	111	107	102	130	137
16	51	39	111	62	52	85	80	108	83	131	134
17	49	40	81	63	76	86	67	109	102	132	127
18	49	41	61	64	93	87	76	110	55	133	125
19	70	42	71	65	52	88	53	111	55	134	85
20	87	43	50	66	52	89	53	112	55	135	89
21	49	44	50	67	52	90	56	113	81	136-142	4 EACH
22	49	45	53	68	76	91	54	114	115		
23	56	46	51	69	109	92	54	115	84	AGGREGATE:	10,000

PLAN OF SUBDIVISION OF LOT 222 D.P.1037164

SP67253

L.G.A.: SYDNEY — Suburb/Locality: PYRMONT

Parish: ST. ANDREW — County: CUMBERLAND

Registered : 23.01.2002
Purpose : STRATA PLAN
Ref. Map : SYDNEY SHT. 101
Last Plan : (DP 217537*)
DP 1037164

Name of, and address for service of notices on, the owners corporation (Address required on original strata plan only)

THE OWNERS
STRATA PLAN No. 67253
209–211 HARRIS STREET
PYRMONT 2009

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE.
2. RESTRICTION ON USE.
3. RESTRICTION ON USE.

EXECUTION:

MULTIPLEX BAUHAUS PTY LIMITED ACN 093 153 998 under Power of Attorney dated 6 July 2001 (Book 4315 No 10) granted by ACN 081 123 140 Pty Limited ACN 081 123 140

ROSS A MCDIVEN – DIRECTOR
K. M. Pedersen
KAREN MAREE PEDERSEN – DIRECTOR

MULTIPLEX BAUHAUS Pty Limited ACN 093 153 998, as mortgagee

ROSS A MCDIVEN – DIRECTOR
K. M. Pedersen
KAREN MAREE PEDERSEN – DIRECTOR

Dated at Sydney this..... day of .....
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney .....
who certifies that he is Manager Business Banking pursuant to Power of Attorney Registered No. 840 Book 4228

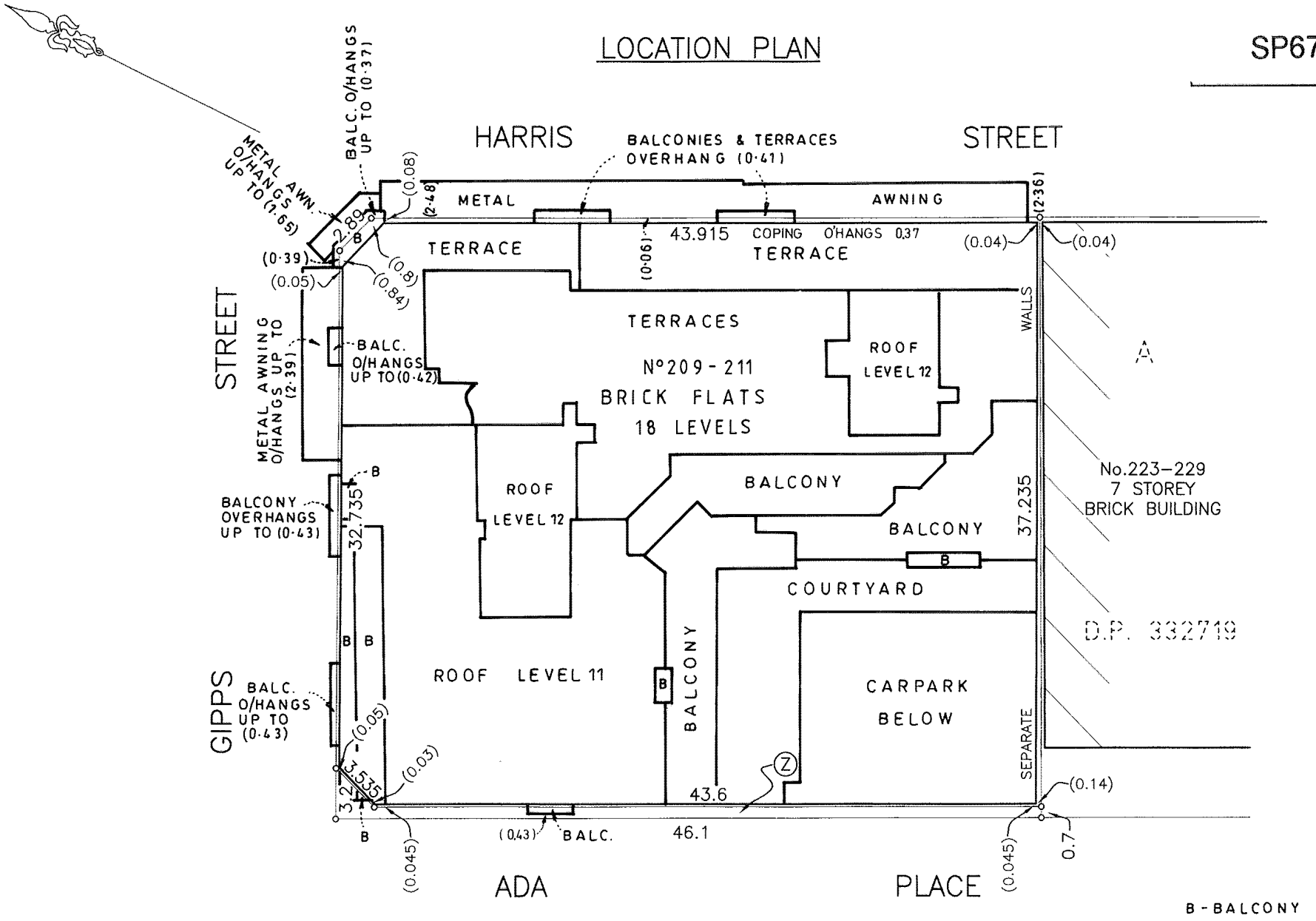
Signed in the presence of .....
(Signature)
JOE AREMA
(Print Name)
MANAGER
(Title)

SURVEYOR'S REFERENCE : 010511 SP — MPR : PERMANENT

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LOCATION PLAN

SP67253



B - BALCONY

Z – ROAD WIDENING LIMITED IN HEIGHT & DEPTH (D.P.1037164)

Reduction Ratio 1 : 250 Lengths are in metres

M. S. Anderson
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

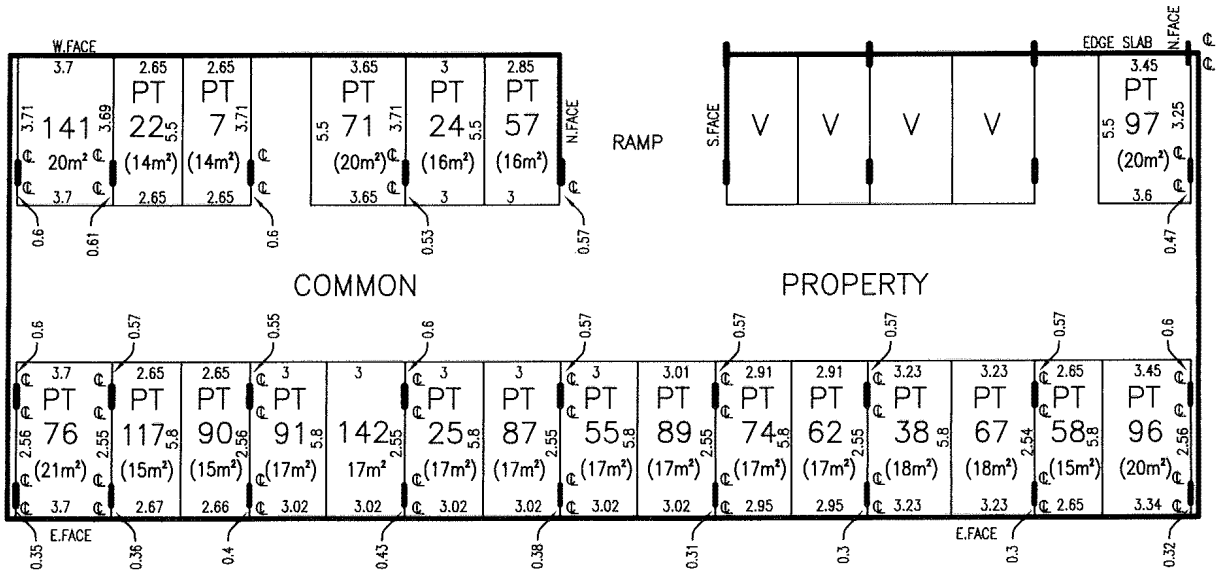
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SP67253

CARPARK LEVEL 5B
(COVERED)



℄ – DENOTES CENTRE OF FACE OF COLUMN
V – DENOTES VISITOR CARSPSACE

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Taylor
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

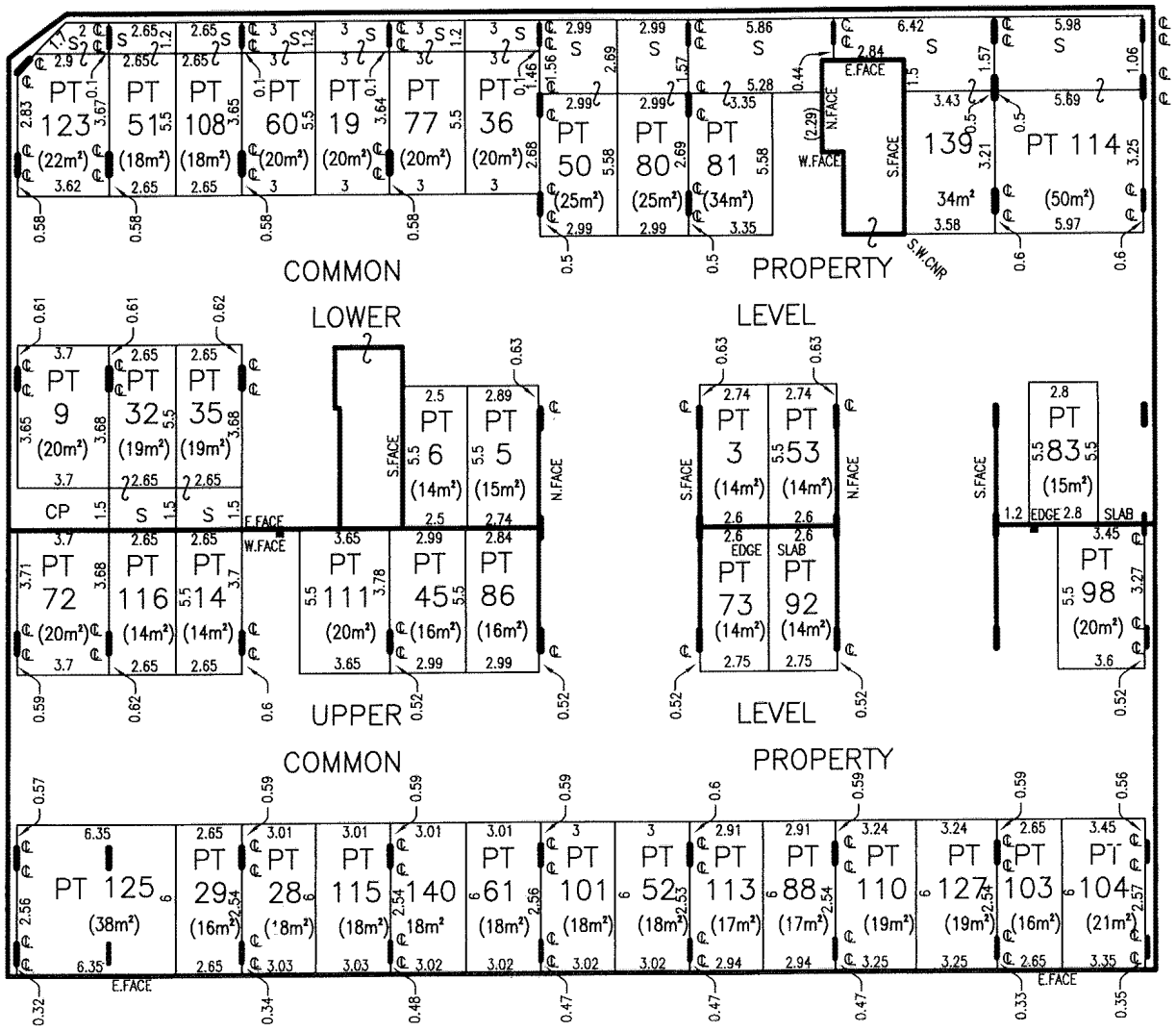
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SP67253

CARPARK LEVELS 5A & 4B
(COVERED)



S – DENOTES STORAGE SPACE
℄ – DENOTES CENTRE OF FACE OF COLUMN
CP – DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

M.J. Harris
Registered Surveyor

~~Authorised Person/General Manager~~/Accredited Certifier

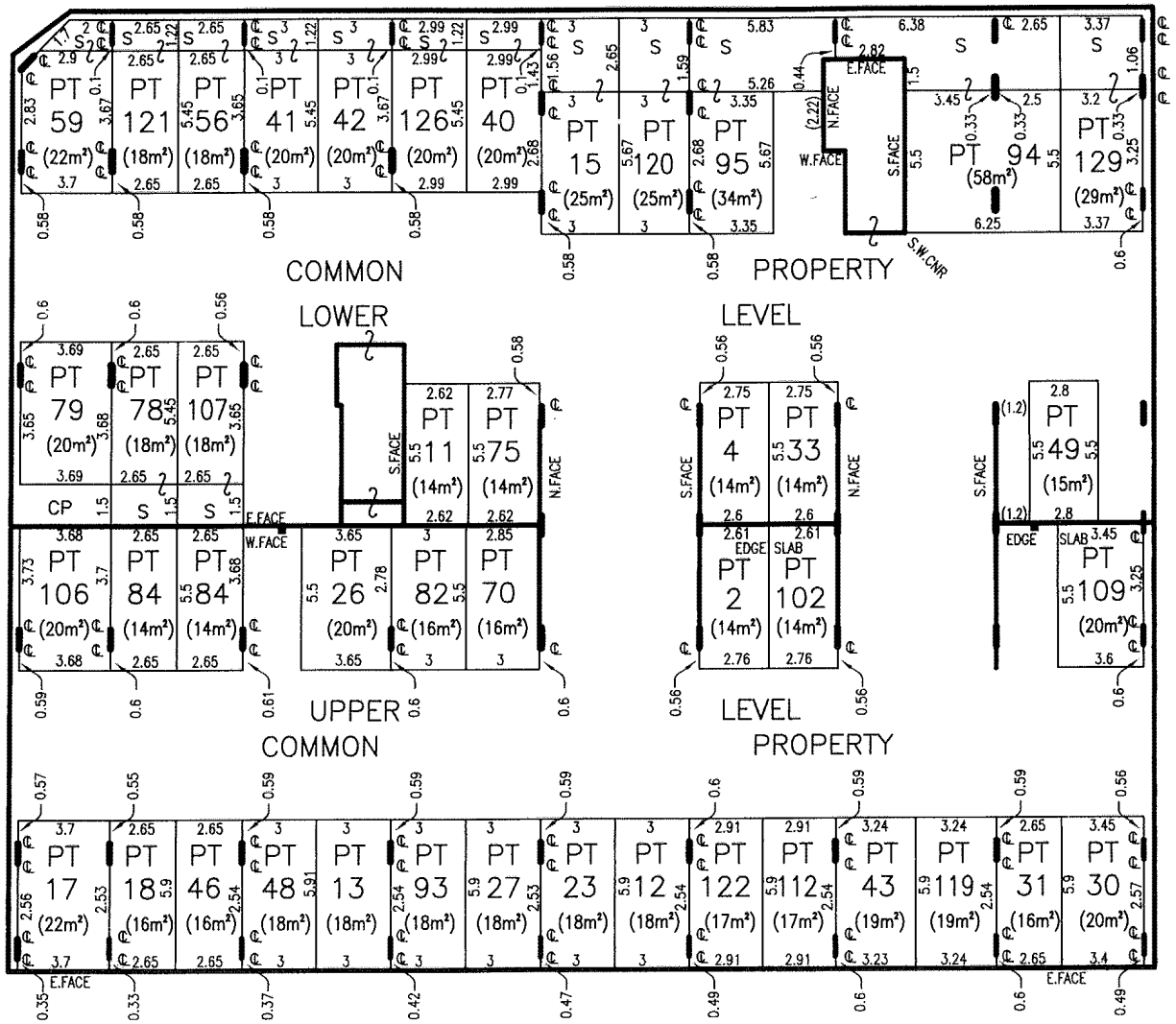
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SP67253

CARPARK LEVELS 4A & 3B
(COVERED)



S – DENOTES STORAGE SPACE

℄ – DENOTES CENTRE OF FACE OF COLUMN

CP – DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Harris
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

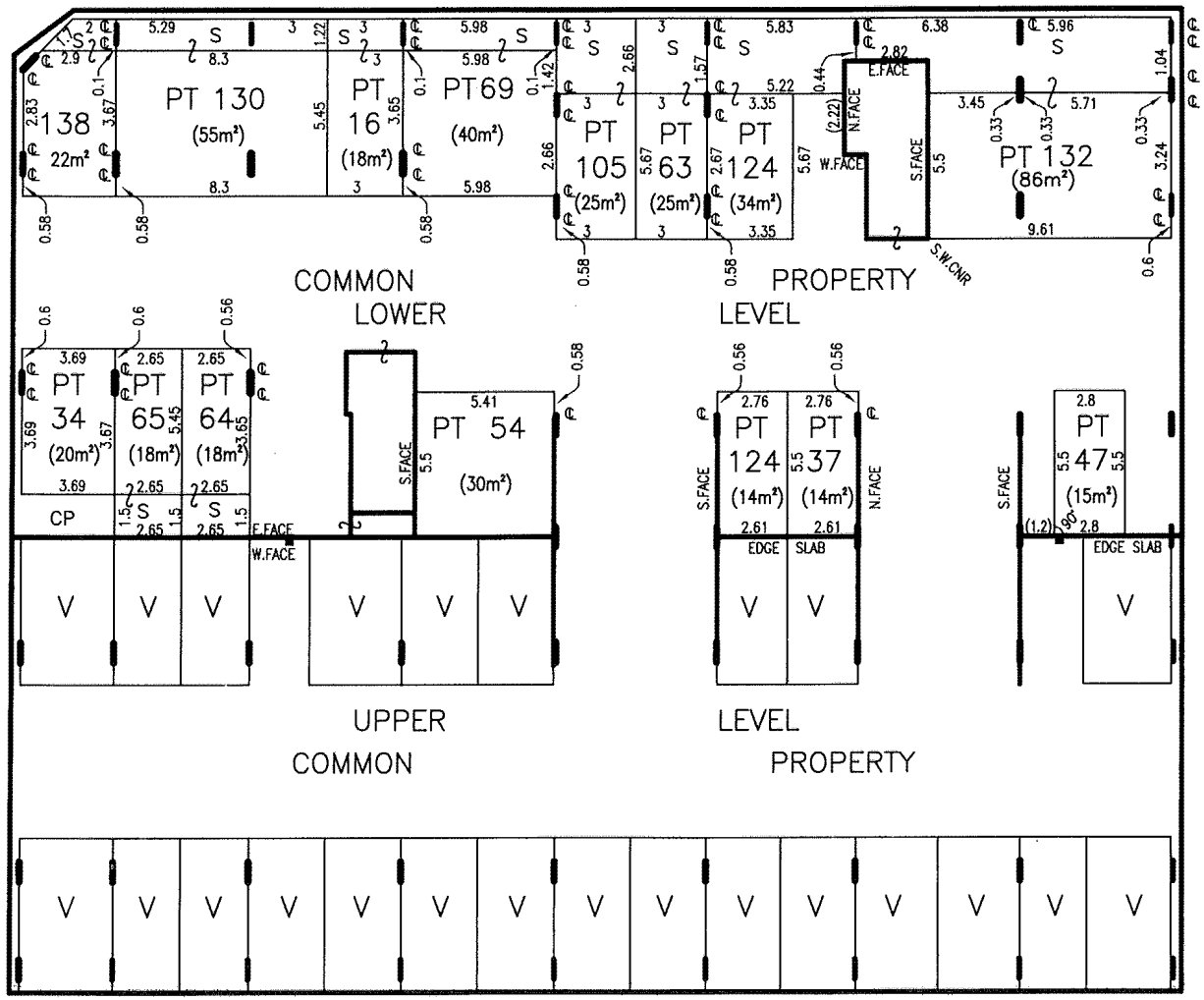
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SP67253

CARPARK LEVELS 3A & 2B
(COVERED)



S – DENOTES STORAGE SPACE
V – DENOTES VISITOR CARSPACE
CP – DENOTES COMMON PROPERTY
℄ – DENOTES CENTRE AT FACE OF COLUMN

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Tasher
Registered Surveyor

Kilsom
~~Authorised Person/General Manager~~/Accredited Certifier

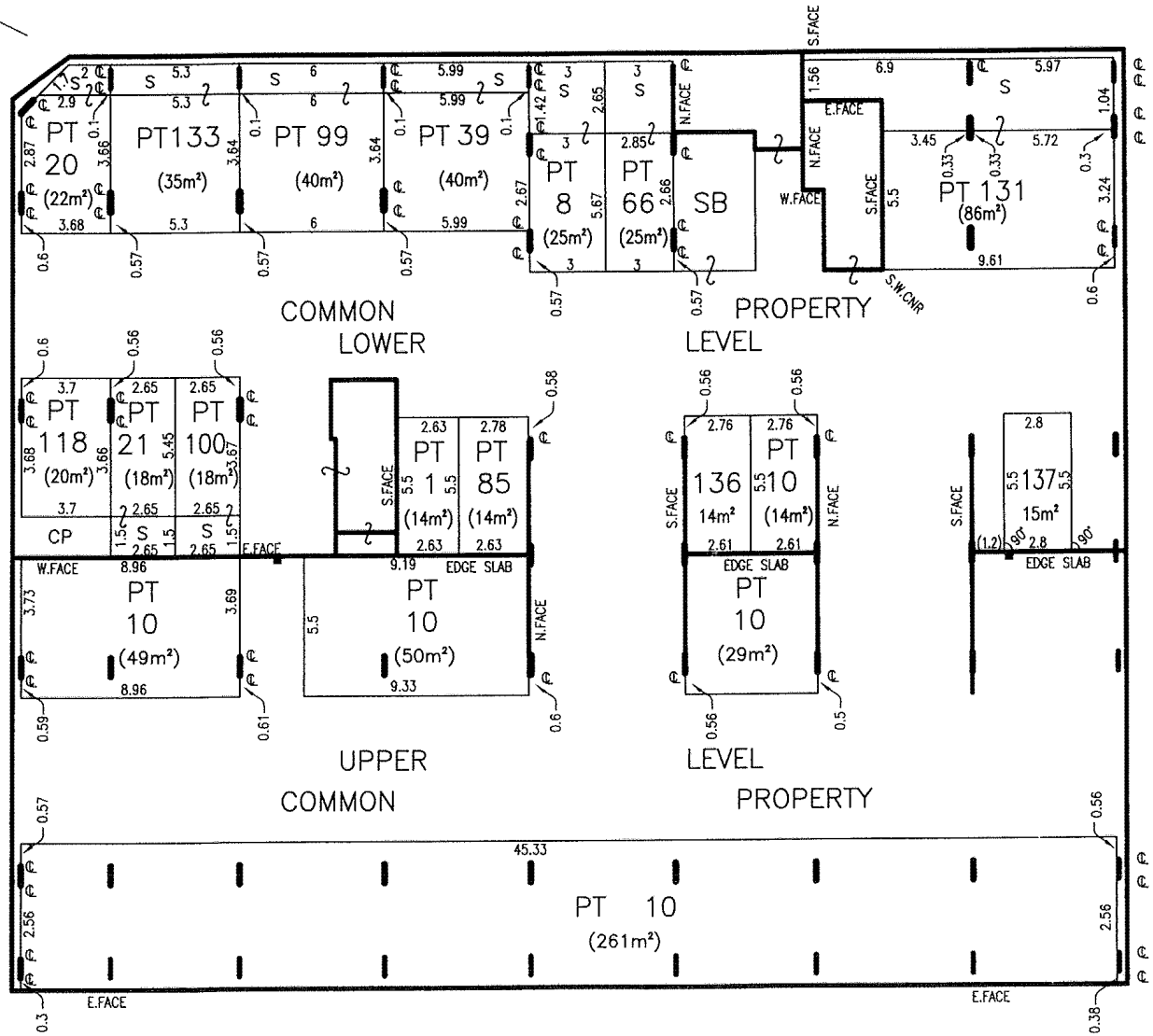
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SP67253

CARPARK LEVELS 2A & 1B



CARSPACES AND STORAGE SPACE WHERE NOT COVERED ARE LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF ITS FLOOR

S – DENOTES STORAGE SPACE
SB – DENOTES SERVICE BAY
CP – DENOTES COMMON PROPERTY
℄ – DENOTES CENTRE OF FACE OF COLUMN

Reduction Ratio 1 : 200 Lengths are in metres

M. S. Harris
Registered Surveyor

~~Authorised Person~~/~~General Manager~~/Accredited Certifier

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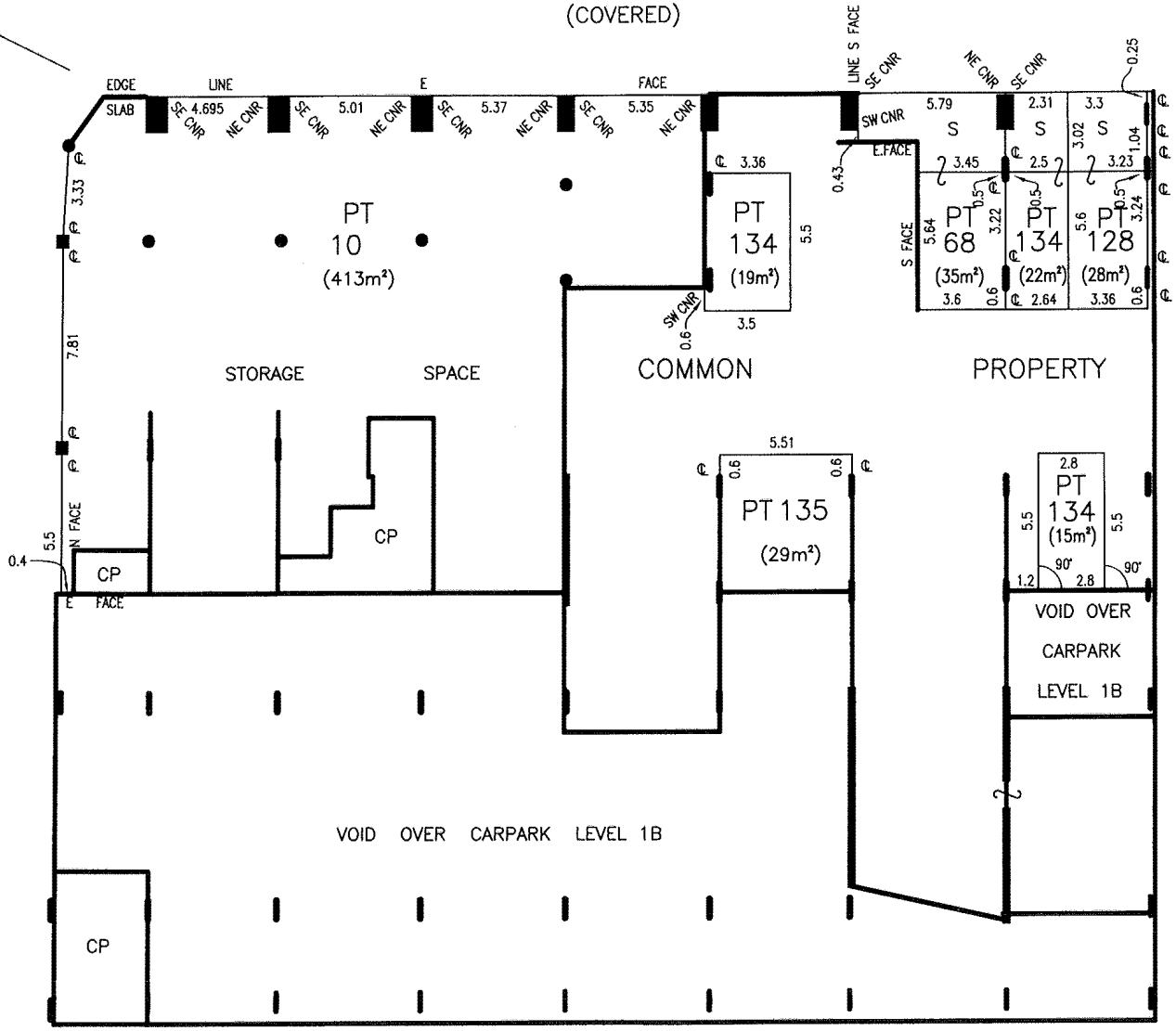
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SP67253

CARPARK LEVEL 1A

(COVERED)



℄ – DENOTES CENTRE OF FACE OF COLUMN
S – DENOTES STORAGE SPACE
CP – DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Andrew
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

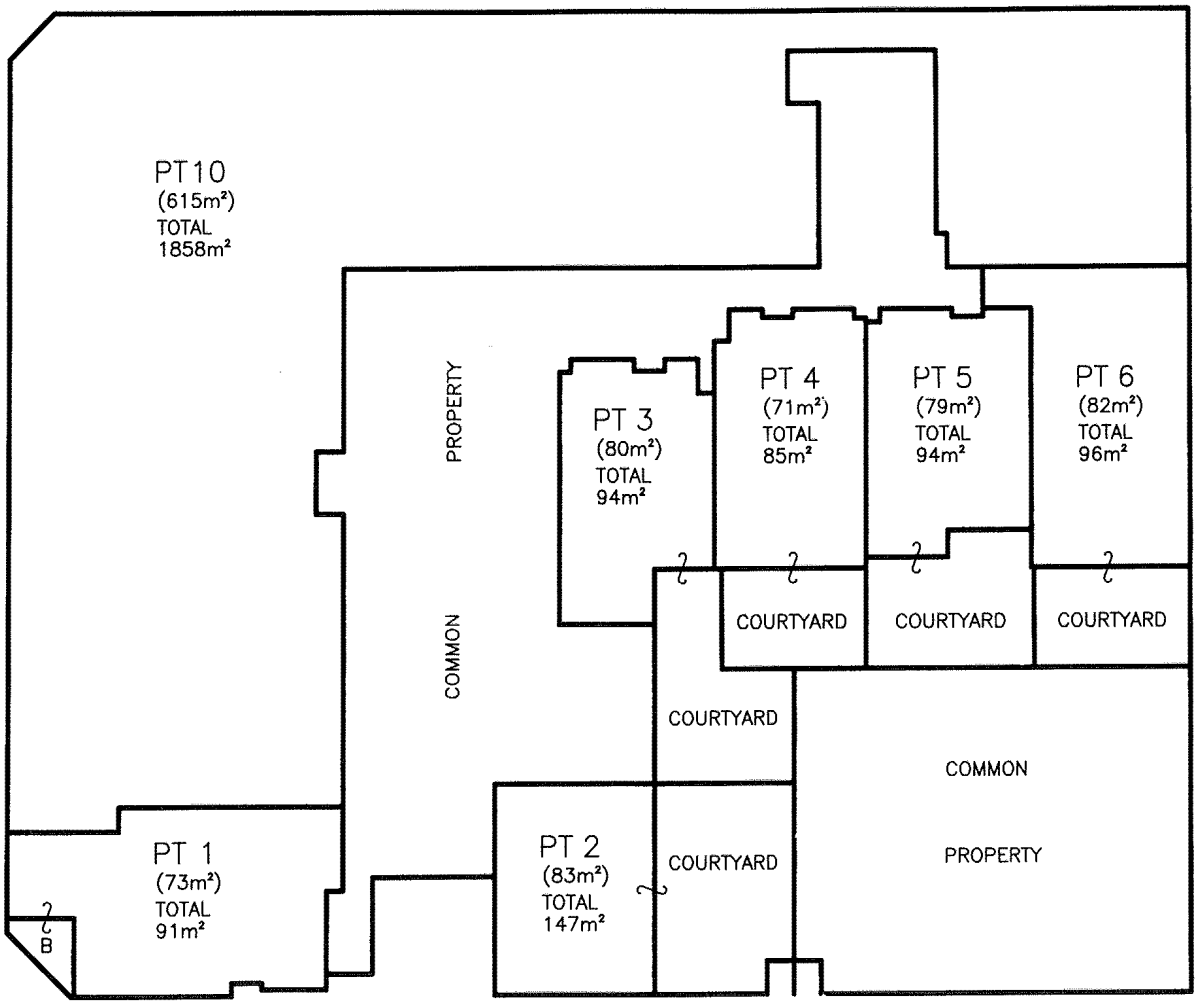
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SP67253

LEVEL 1



THE STRATUM OF THE BALCONIES AND COURTYARD, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B – DENOTES BALCONY

Reduction Ratio 1 : 200 Lengths are in metres

M. J. Archer
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

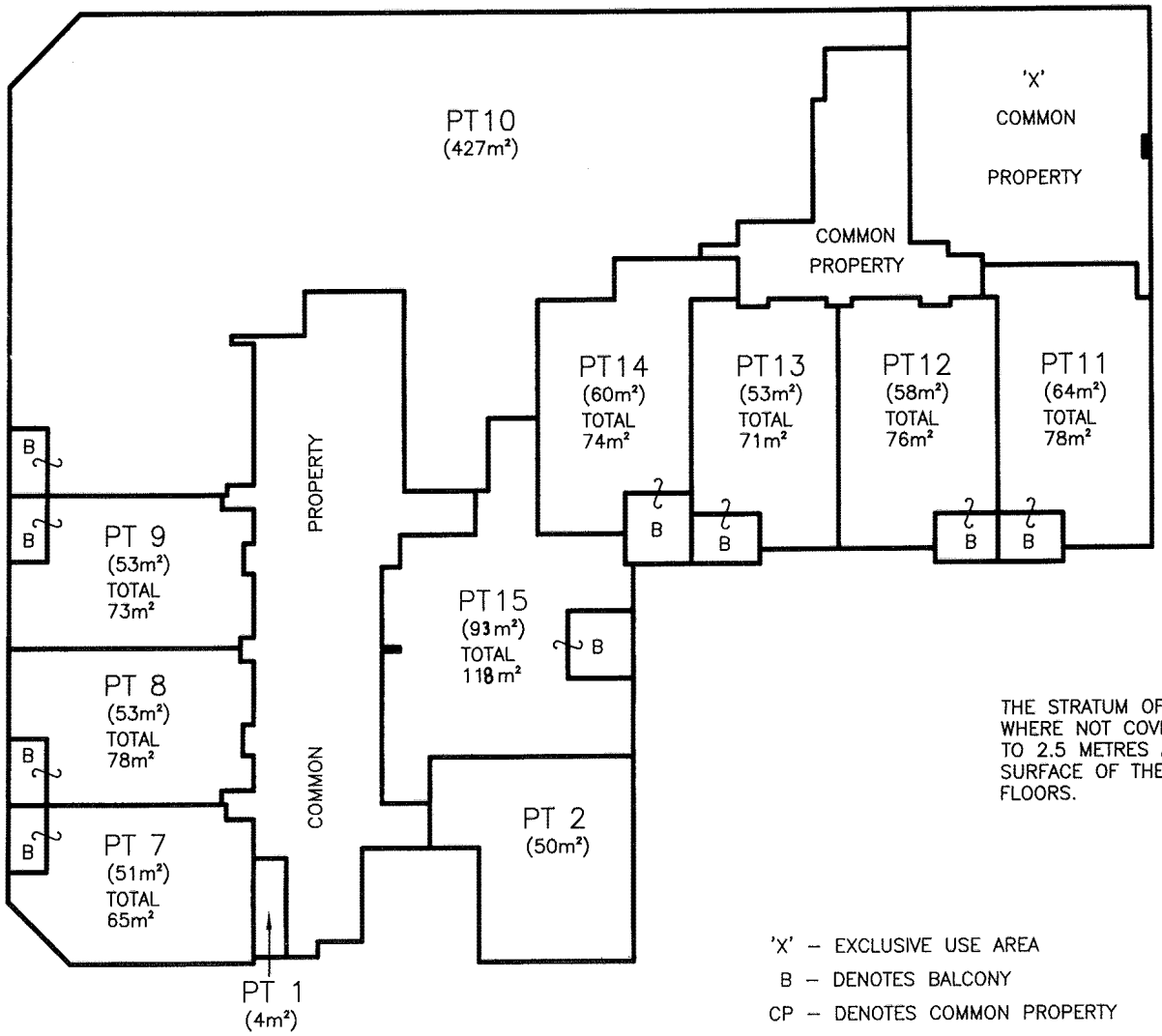
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SP67253

LEVEL 2



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

'X' – EXCLUSIVE USE AREA

B – DENOTES BALCONY

CP – DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

M. J. Harris

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

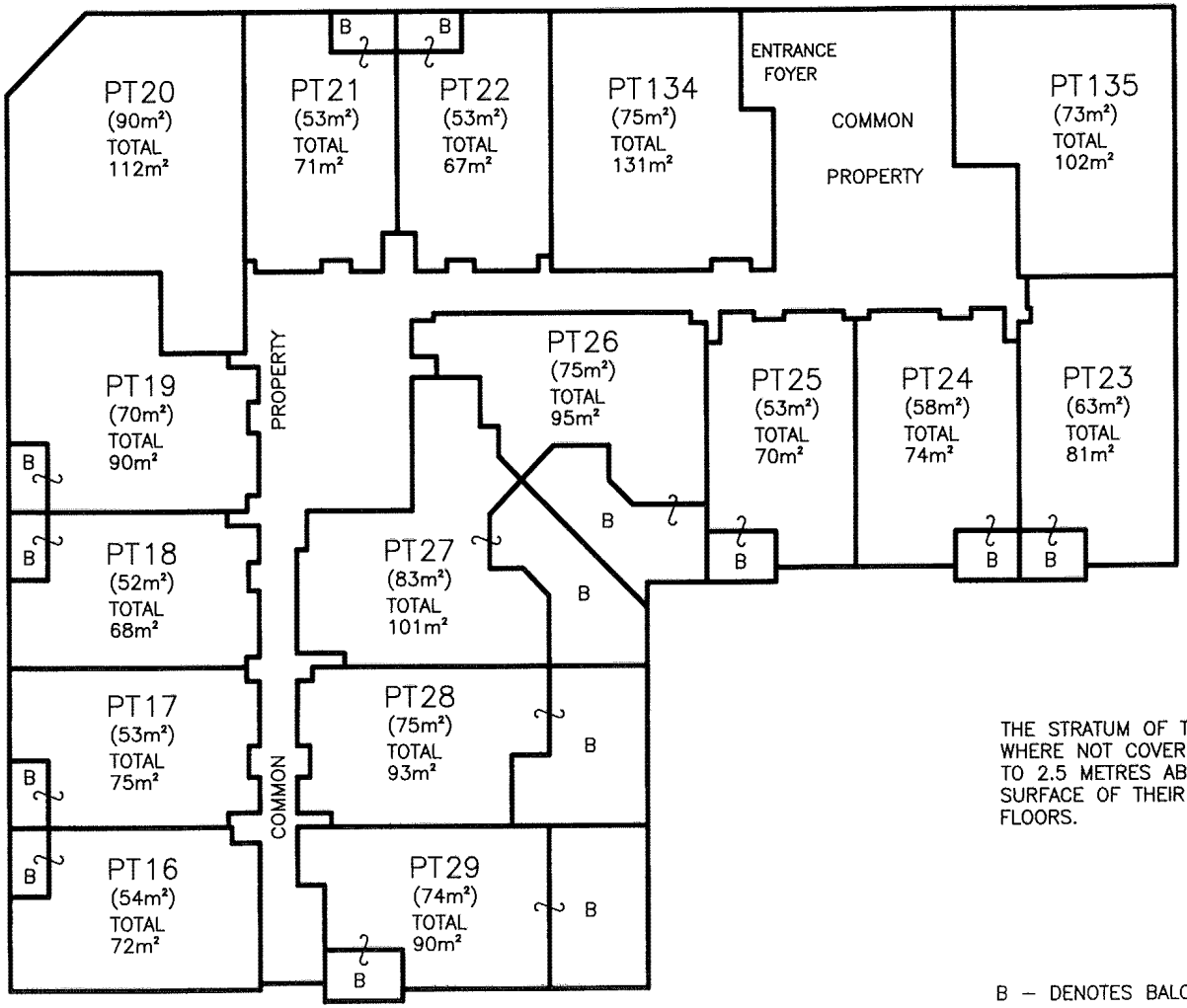
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SP67253

LEVEL 3



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B – DENOTES BALCONY

Reduction Ratio 1 : 200 Lengths are in metres

M. S. Harris
Registered Surveyor

~~Authorised Person~~/~~General Manager~~/Accredited Certifier

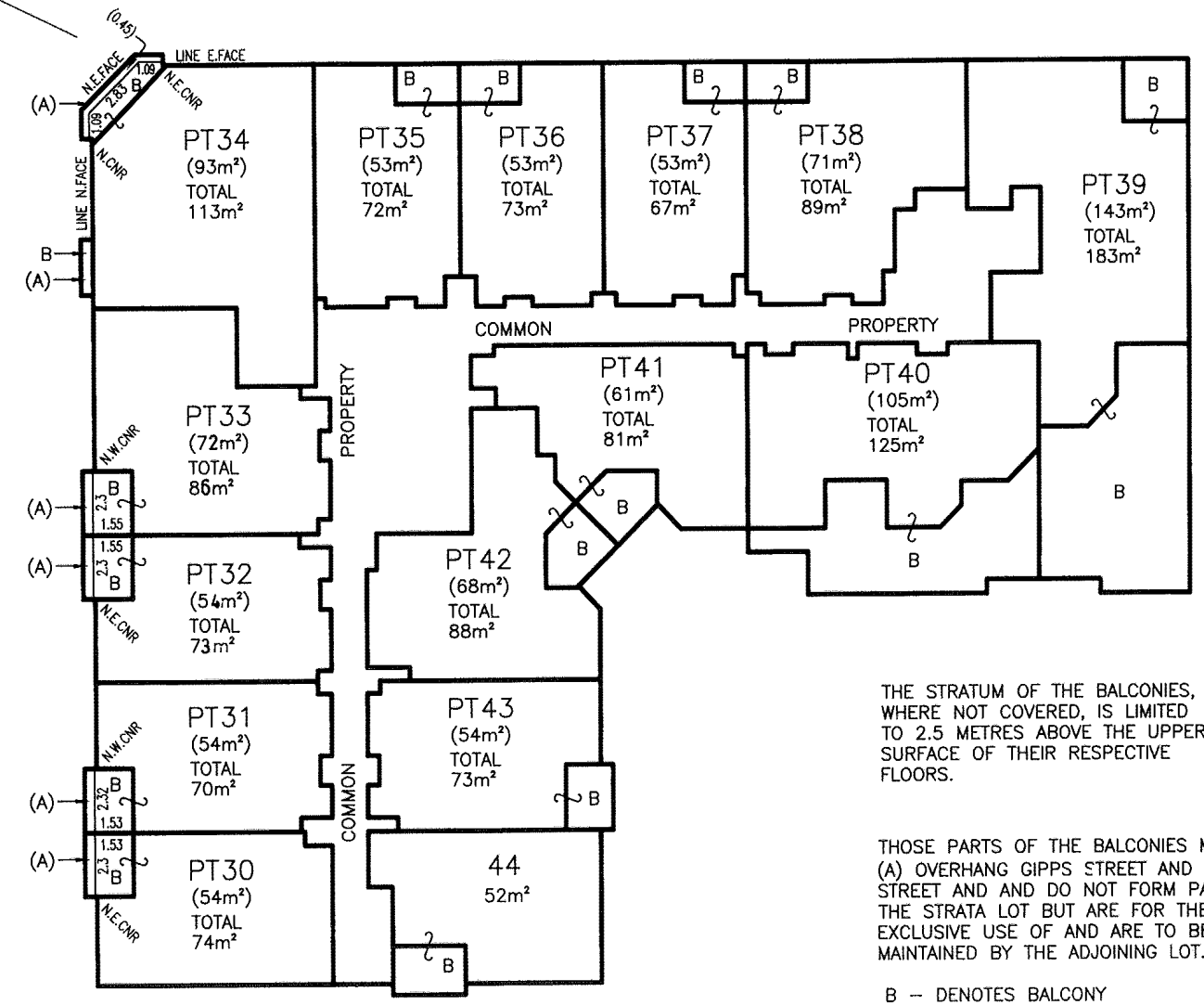
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SP67253

LEVEL 4



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THOSE PARTS OF THE BALCONIES MARKED (A) OVERHANG GIPPS STREET AND HARRIS STREET AND AND DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

B – DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

M.J. Asher
Registered Surveyor

~~Authorised Person/General Manager~~/Accredited Certifier

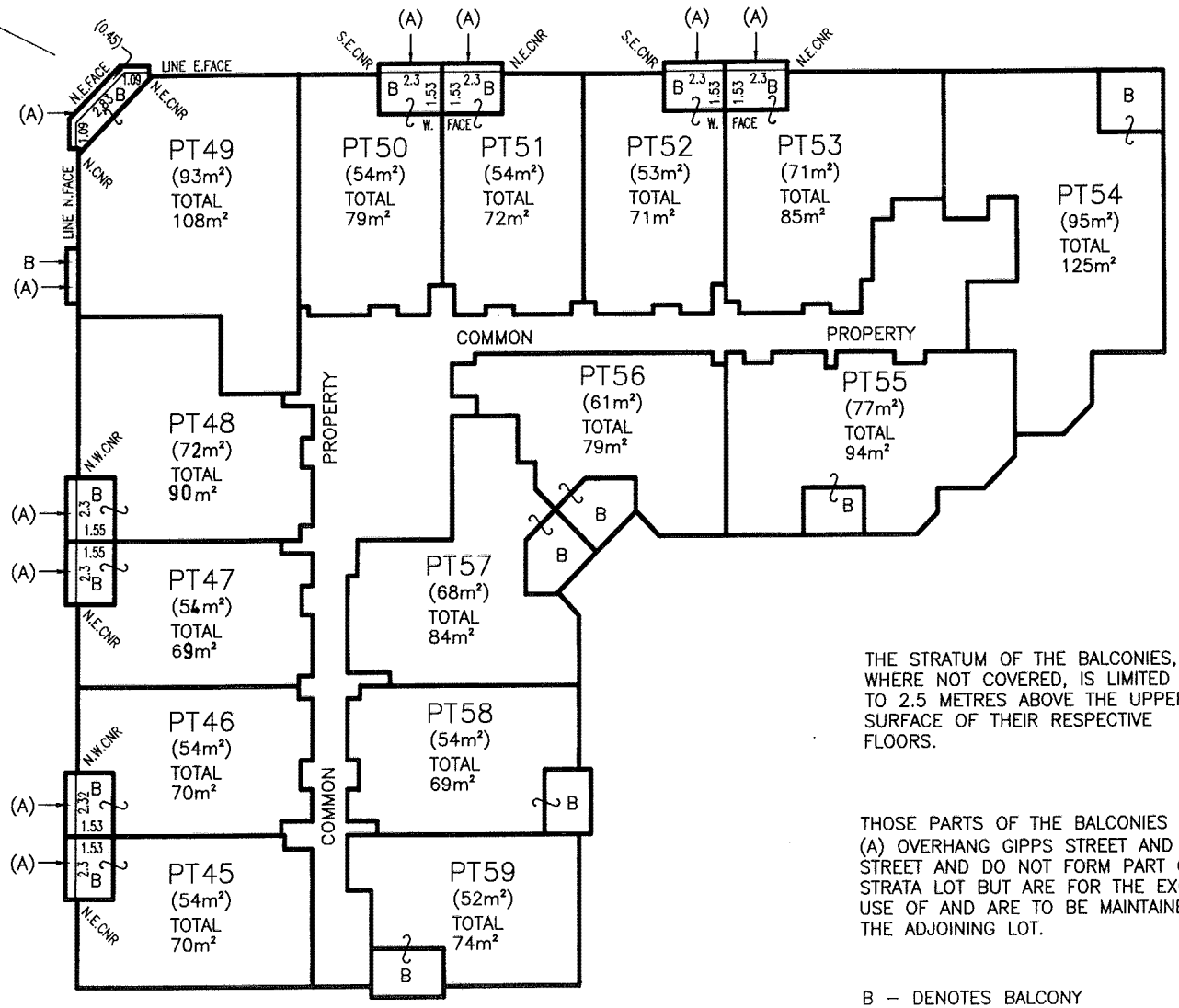
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SURVEYOR'S REFERENCE : 010511 SP

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SP67253

LEVEL 5



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THOSE PARTS OF THE BALCONIES MARKED (A) OVERHANG GIPPS STREET AND HARRIS STREET AND DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

B – DENOTES BALCONY

Reduction Ratio 1 : 200 Lengths are in metres

M. J. Tooher
Registered Surveyor

~~Authorised Person/General Manager~~/Accredited Certifier

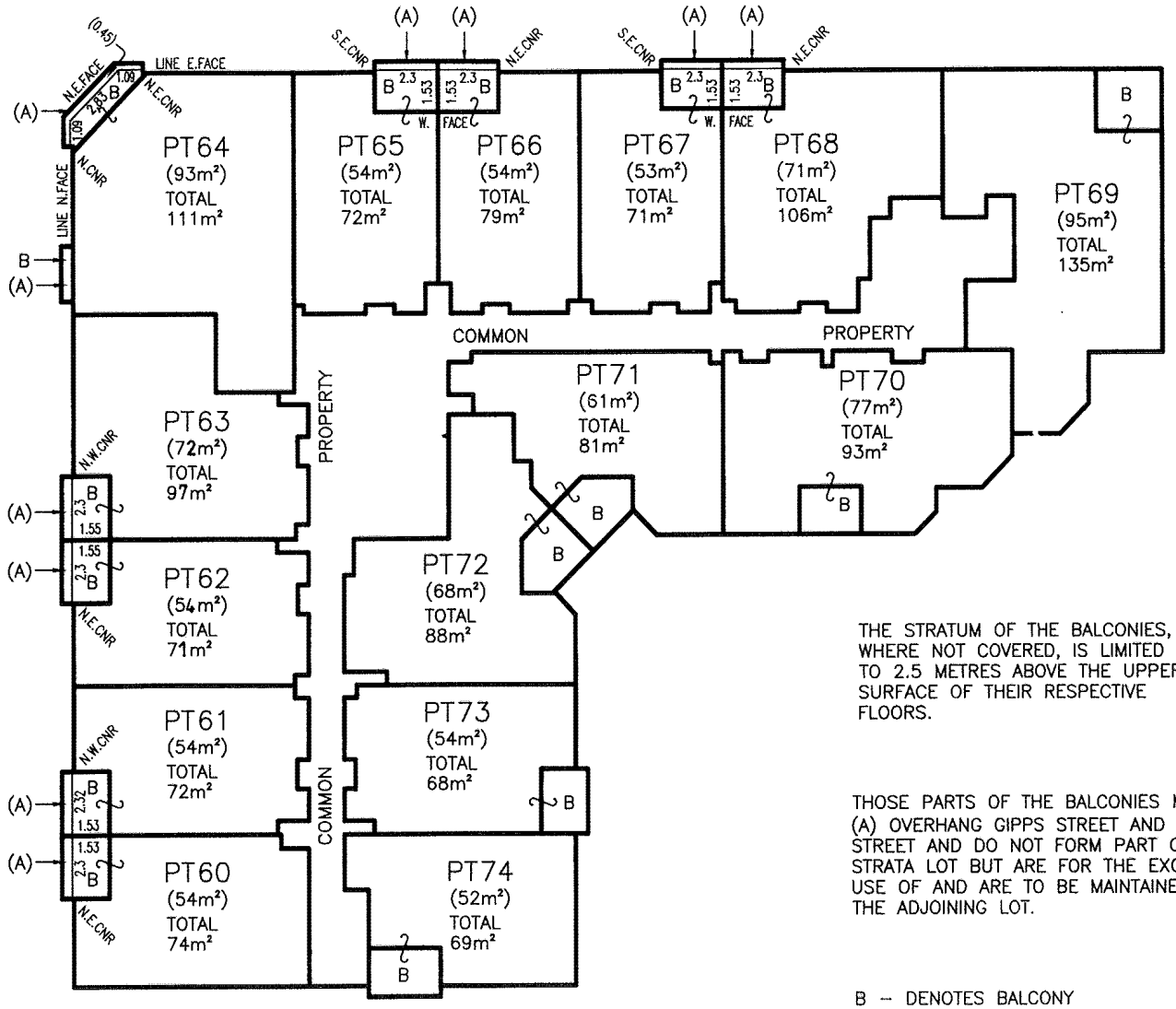
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SURVEYOR'S REFERENCE : 010511 SP

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LEVEL 6

SP67253



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THOSE PARTS OF THE BALCONIES MARKED (A) OVERHANG GIPPS STREET AND HARRIS STREET AND DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

B – DENOTES BALCONY

Reduction Ratio 1 : 200 Lengths are in metres

M. J. Hudson
Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

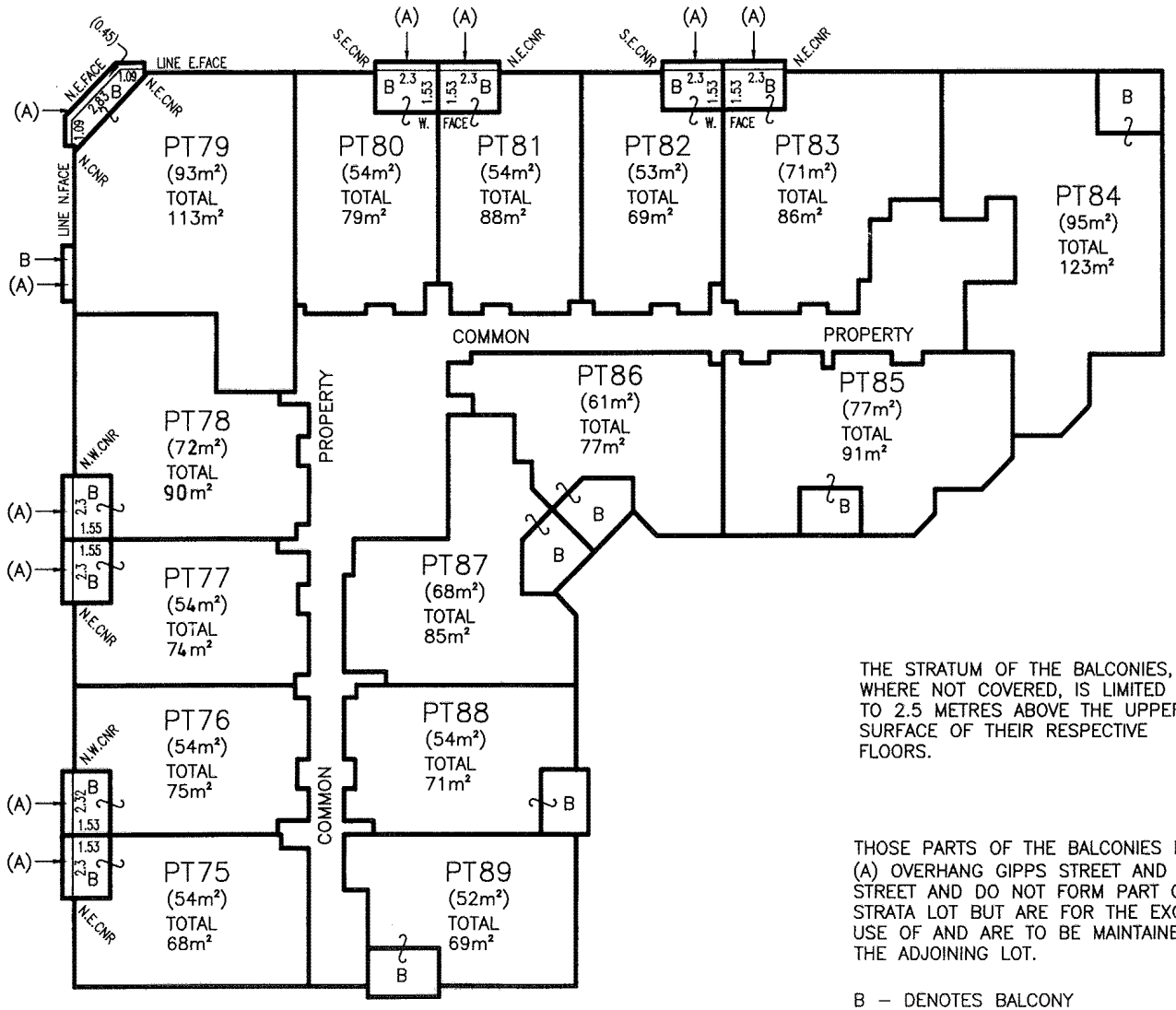
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SP67253

LEVEL 7



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THOSE PARTS OF THE BALCONIES MARKED (A) OVERHANG GIPPS STREET AND HARRIS STREET AND DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

B – DENOTES BALCONY

Reduction Ratio 1 : 200 Lengths are in metres

M. J. Tasker
Registered Surveyor

~~Authorised Person/General Manager/Accredited Certifier~~

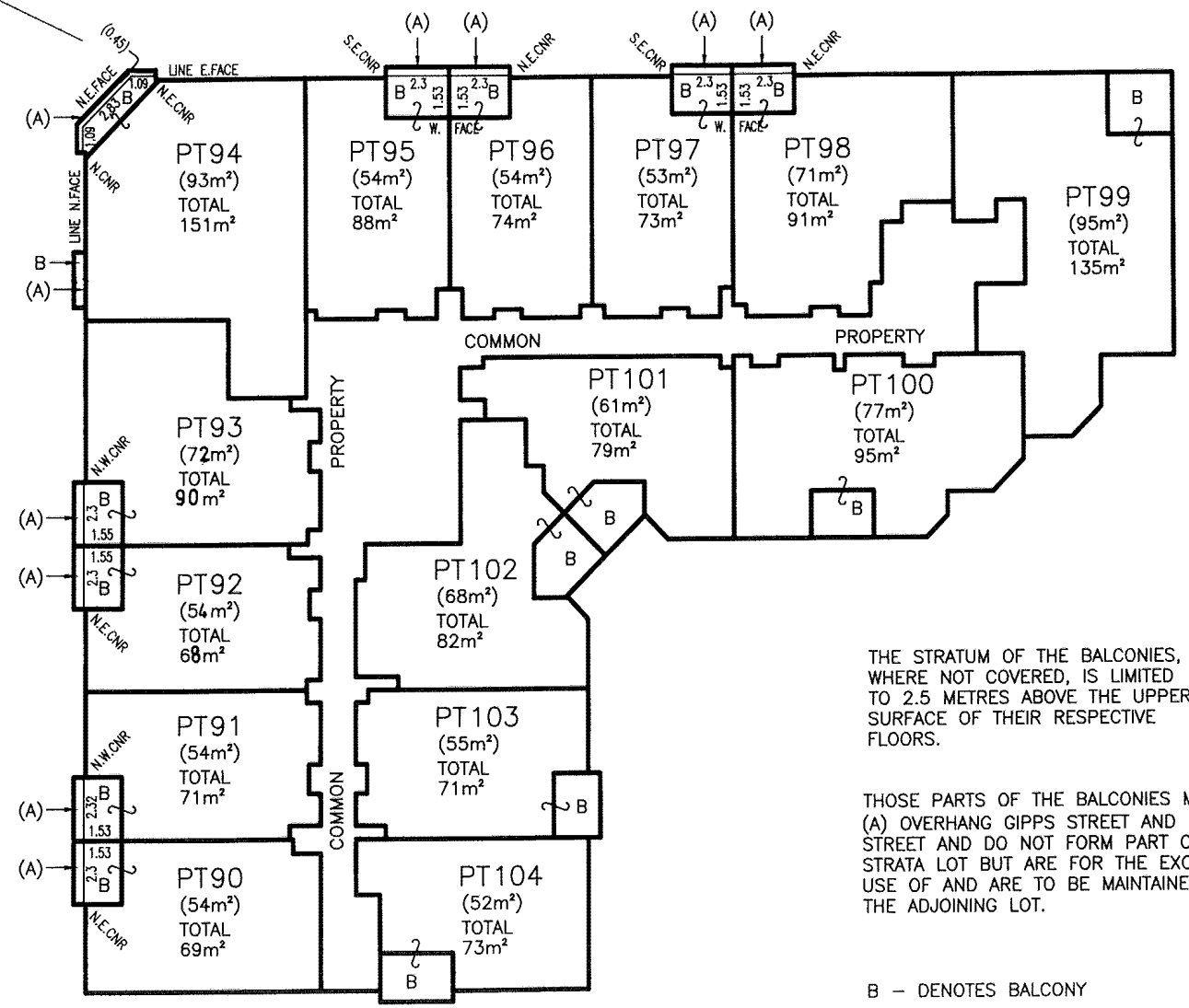
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SP67253

LEVEL 8



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THOSE PARTS OF THE BALCONIES MARKED (A) OVERHANG GIPPS STREET AND HARRIS STREET AND DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

B – DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

M. J. Tucker
Registered Surveyor

~~Authorised Person/General Manager~~/Accredited Certifier

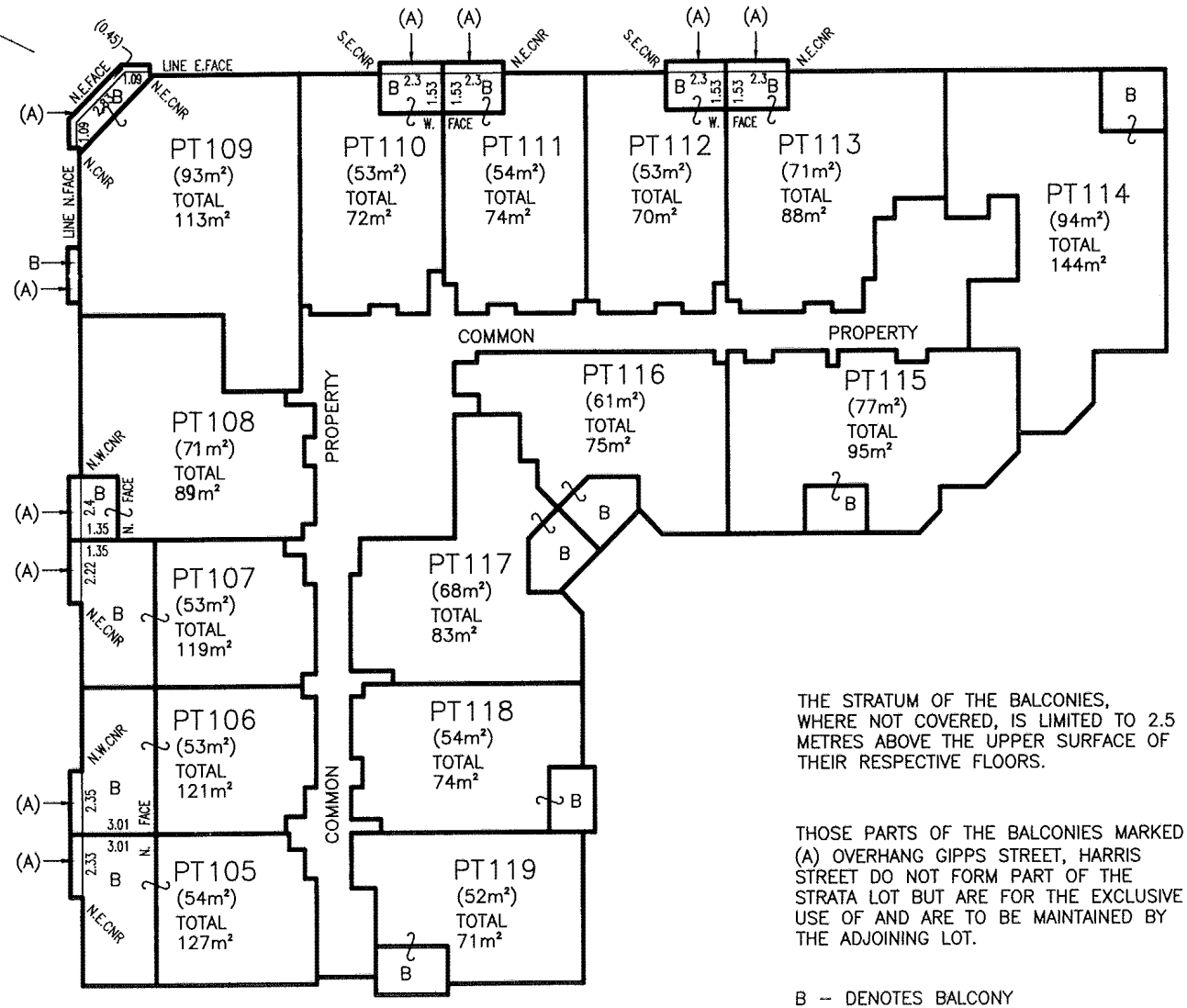
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SP67253

LEVEL 9



THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THOSE PARTS OF THE BALCONIES MARKED (A) OVERHANG GIPPS STREET, HARRIS STREET DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

B – DENOTES BALCONY

Reduction Ratio 1 : 200 Lengths are in metres

M. J. Archer
Registered Surveyor

~~Authorised Person/Corporation Manager~~/Accredited Certifier

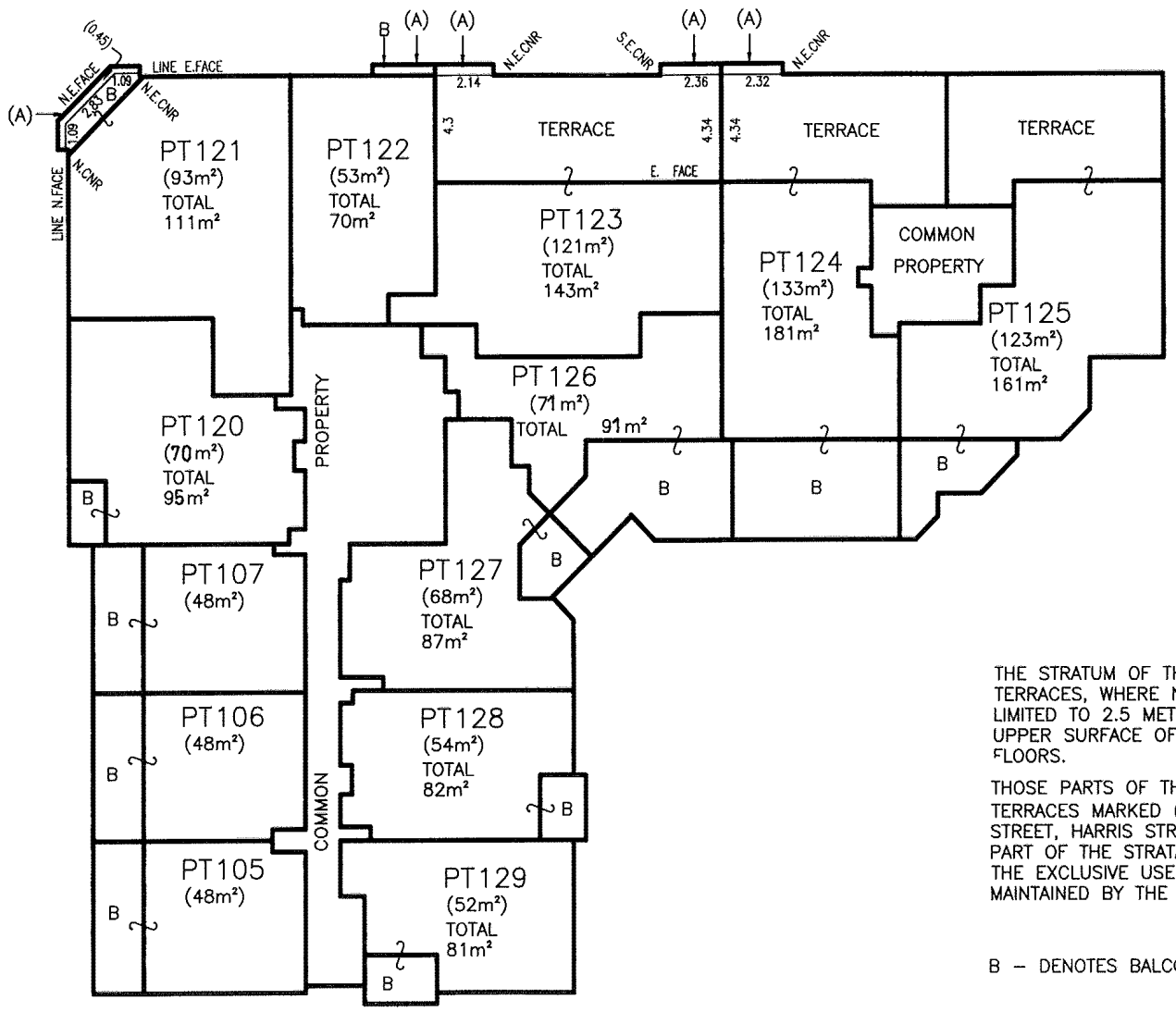
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SP67253

LEVEL 10



THE STRATUM OF THE BALCONIES AND TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

THOSE PARTS OF THE BALCONIES AND TERRACES MARKED (A) OVERHANG GIPPS STREET, HARRIS STREET DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

B – DENOTES BALCONY

Reduction Ratio 1 : 200 Lengths are in metres

M. S. Fisher
Registered Surveyor

~~Authorised Person~~/~~General Manager~~/Accredited Certifier

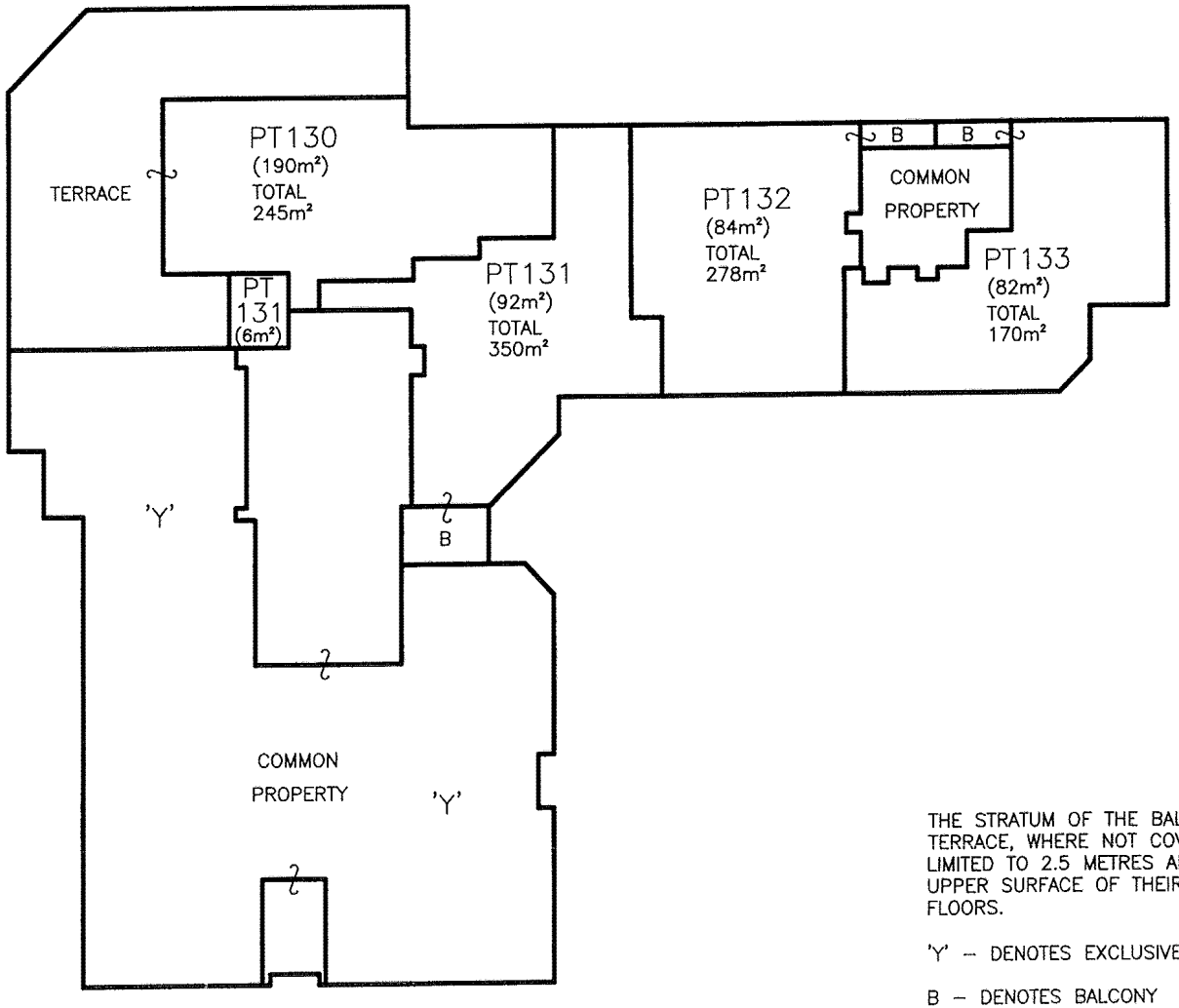
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SP67253

LEVEL 11



THE STRATUM OF THE BALCONIES & TERRACE, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

'Y' – DENOTES EXCLUSIVE USE AREA

B – DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

M. J. Andrew
Registered Surveyor

~~Authorised Person~~/~~General Manager~~/Accredited Certifier

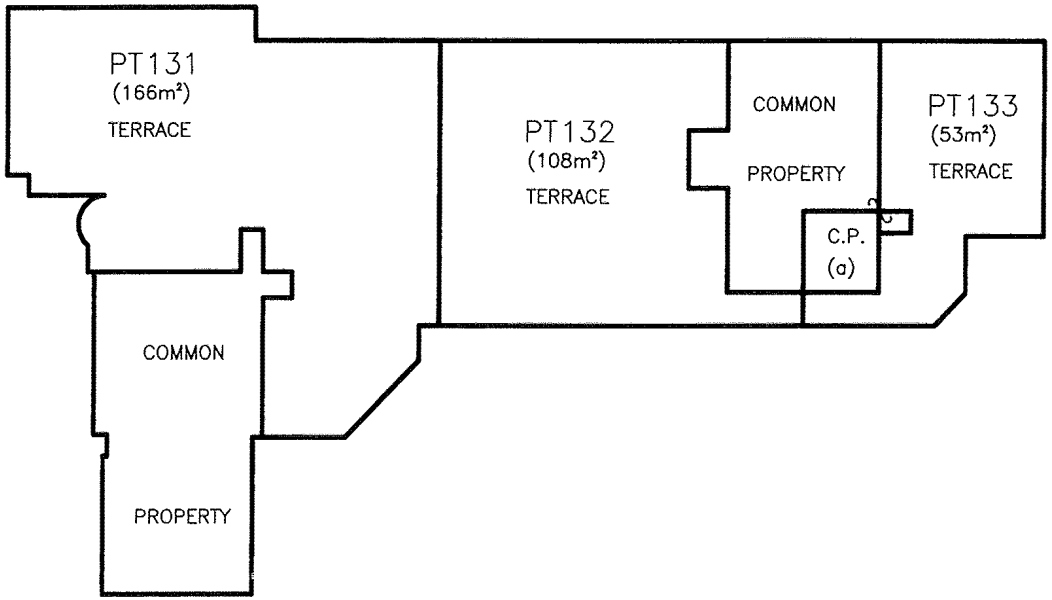
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SP67253

LEVEL 12



THE STRATUM OF THE TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

(a) – DENOTES EXCLUSIVE USE AREA

CP – DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

M. J. Harris
Registered Surveyor

~~Authorised Person/General Manager~~/Accredited Certifier

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SURVEYOR'S REFERENCE : 010511 SP

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFIT À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

SP67253

Strata Plan over lot 222 in DP1037164

Full name and address of the owner of the land:

ACN 081 123 140 Pty Limited
Level 2
7 Bridge Street
SYDNEY NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel of the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on Use	Lots 1 to 9 and 11 to 142	Sydney City Council
2	Restriction on Use	Lot 10	Sydney City Council
3	Restriction on Use	CP/SP 67253	Sydney City Council

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFIT À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Plan: SP67253 Strata Plan over lot 222 in DP1037164

SP67253

PART 2 (TERMS)

1 Definitions

Bauhaus Apartments is Strata Plan No. **SP67253**.

Commercial Carspaces are:

(a) each carspace that forms part of a Commercial Lot; and

(b) lots 136 and 137 in Bauhaus Apartments.

Commercial Lots are lots 134 and 135 in Bauhaus Apartments.

Common Property is the common property in Bauhaus Apartments.

Medical Centre is lot 10 in Bauhaus Apartments.

Medical Centre Carspaces are each carspace that forms part of the Medical Centre.

Owners Corporation is the owners corporation for Bauhaus Apartments.

Residential Carspaces are:

(a) each carspace that forms part of a Residential Lot; and

(b) lots 138 to 142 in Bauhaus Apartments.

Residential Lots are lots 1 - 9 and lots 11 - 133 in Bauhaus Apartments.

Visitor Carspaces are the visitor carspaces in Bauhaus Apartments. Visitor Carspaces may only be used for the purpose of parking vehicles of visitors to Bauhaus Apartments.

Service Vehicle Space is the service vehicle parking space in Bauhaus Apartments. The Service Vehicle Space may only be used by service vehicles.

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2 Easements are covenants and agreements between grantees and grantors

The conditions, covenants and restrictions (including in this clause 2 and clauses 3, 4 and 5) in each of the easements, positive covenants and restrictions on use in this instrument are covenants and agreements between:

(a) each *grantee* for itself, its successors and every person who is entitled to an estate or interest in possession of the *lot benefited* or any part of it with which the right is capable of enjoyment; and

(b) each *grantor* for itself, its successors and every person who is entitled to an estate or interest in possession of the *lot burdened* or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easements, positive covenants and restrictions on use.

3 Terms of restriction on use numbered one in the Plan

The Residential Carspaces and the Commercial Carspaces must not be used by anyone other than an occupant or tenant of a lot (other than a utility lot) in Bauhaus Apartments. An occupant, tenant, lessee or registered proprietor of a lot in Bauhaus Apartments must not enter into an agreement to lease, licence or transfer ownership of a Residential Carspace or Commercial Carspace other than to an occupant, tenant or registered proprietor of a lot (other than a utility lot) in Bauhaus Apartments.

4 Terms of restriction on use numbered two in the Plan

The Medical Centre Carspaces must not be used by anyone other than an occupant, tenant or visitor of the Medical Centre. An occupant, lessee or registered proprietor of a lot in Bauhaus Apartments must not enter into an agreement to lease, licence or transfer ownership of a Medical Centre Carspace other than to an occupant, tenant or registered proprietor of the Medical Centre.

5 Terms of restriction on use numbered three in the Plan

No part of the Common Property, other than the Visitor Carspaces and the Service Vehicle Space, may be used for the parking or storage of vehicles or boats. Visitor Carspaces may only be used for the purpose of parking vehicles of visitors to Bauhaus Apartments. The Service Vehicle Space may only be used by service vehicles.

The Owners Corporation must not:

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(a) grant or permit to be granted, a lease, licence or sublease;

(b) grant exclusive use rights over the Common Property; or

(c) otherwise part with possession of any part of the Common Property (including the Visitor Carspaces and the Service Vehicle Space)

for the purposes of parking or storage of vehicles or boats.

EXECUTION

EXECUTED by MULTIPLEX BAUHAUS PTY LIMITED ACN 093 153 998 under Power of Attorney dated 6 July 2001 (Book 4315 No 10) granted by **ACN 081 123 140 PTY LIMITED**.

K. M. Pedersen
Signature of authorised person

DIRECTOR
Office held

KAREN MAREE PEDERSEN
Name of authorised person (block letters)

Signature of authorised person

ROSS A McDIVEN
Director
Office held

Name of authorised person (block letters)

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SP67253

Strata Plan over lot 222 in DP1037164

Execution by mortgagees

EXECUTED by MULTIPLEX BAUHAUS PTY LIMITED ACN 093 153 998 under section 127(1) of the Corporations Act, indicating its consent as mortgagee (by assignment and transfer) under the following mortgages:
3859585
3859550
3861872
5866648
7788634

.....
Signature of authorised person

..... ROSS A McDIVEN
Office held Director

.....
Name of authorised person (block letters)

K. M. Pedersen
.....
Signature of authorised person

DIRECTOR
.....
Office held

KAREN MAREE PEDERSEN
.....
Name of authorised person (block letters)

Dated at Sydney this..... day of .....
Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) signed by its Attorney ..... who certifies that he is Manager Business Banking pursuant to Power of Attorney Registered No. 840 Book 4228

Signed in the presence of .....
(Signature)

..... JOE ARENA
(Print Name)

..... MANAGER
(Title)

REGISTERED 23.01.2002

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Form: 07L
Licence:
Licensee: Madgwicks Lawyers

LEASE

New South Wales
Real Property Act 1900

AK176272C

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

STAMP DUTY Office of State Revenue use only

RELODGED
- 4 APR 2016
TIME: 3.03

(A) **TORRENS TITLE** Property leased: if appropriate, specify the part or premises

Part Folio Identifier CP/SP 67253 being the area shown hatched black on the plan annexed and marked 'B'

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	K M Harkness & Co GPO Box 4025, Sydney NSW 2001 **Telephone:** 02 9232 7966 Reference (optional): 4669	L

(C) **LESSOR**

The Owners - Strata Plan No. 67253

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. 2. 3.

(E) **LESSEE**

VODAFONE NETWORK PTY LTD ACN 081 918 461

(F) **TENANCY:**

(G) 1. **TERM** 5 years
2. **COMMENCING DATE** 1 November 2020
3. **TERMINATING DATE** 31 October 2025
4. ~~With an **OPTION TO RENEW** for a period of ~~ ~~set out in~~
5. ~~With an **OPTION TO PURCHASE** set out in~~
6. ~~Together with and reserving the **RIGHTS** set out in~~
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
8. ~~Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered at the Land and Property Management Authority as No.~~
9. The **RENT** is set out in item / ~~clause~~ 7 of **the Information table in Annexure A**

KB

$ plan fee raised

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DATE _____ / _____ / _____
dd mm yyyy

FOR EXECUTION CLAUSES, SEE ANNEXURE 'A'

(H) I certify that I am an eligible witness and that the lessor signed this dealing in my presence. [See note** below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness: SEE ANNEXURE FOR EXECUTION page 23

Address of witness:

***Note:** where applicable, the lessor must complete the statutory declaration below.*

I certify that I am an eligible witness and that the lessee signed this dealing in my presence. [See note** below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: SEE ANNEXURE FOR EXECUTION page 23

Address of witness:

(I) **STATUTORY DECLARATION***

I _____

solemnly and sincerely declare that–

1. The time for the exercise of option to renew / option to purchase in expired lease No. _____ has ended;
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 Oaths Act 1900.

Made and subscribed at _____ in the State of _____ 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 lessor:

* 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.

KB

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This is Annexure 'A' referred to in the lease between The Owners - Strata Plan No. 67253 (as lessor) and Vodafone Network Pty Ltd ACN 081 918 461 (as lessee)

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Information table

Parties

Name	**The Owners - Strata Plan No. 67253**
ABN	20 582 832 116
Short form name	**Lessor**
Notice details	C/- Dynamic Property Services Pty Ltd, Level 5, 162 Goulburn Street, Surry Hills NSW 2010 Attention Dynamic Property Services - Claire Wilson
Email address	Clairew@dynamicproperty.com.au
Name	**Vodafone Network Pty Ltd** ACN 081 918 461
ABN	31 081 918 461
Short form name	**Lessee**
Notice details	Level 7, 40 Mount Street, North Sydney, New South Wales 2060 Facsimile: (02) 9415 7041 Attention General Counsel

Items

Item 1	**Premises** (clause 1.1) The area in CP SP 67253 shown on the plan in Annexure B being part of the property known as 209 Harris St Pyrmont NSW 2009
Item 2	**The Land** (clause 1.1) The whole of the land comprised in Certificate of Title Volume CP/SD 67253
Item 3	**Commencing Date** (clause 1.1) 1 November 2020
Item 4	**Terminating Date** (clause 1.1) 31 October 2025
Item 5	**Term** (clause 1.1) 5 years

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Item 6 **Break Date** (clause 1.1 & clause 3.2)

31 October 2025

Item 7 **Rent** (clauses 1.1 and 6.1)

At the Commencing Date the sum payable in the immediately preceding year adjusted in accordance with clause 7 and thereafter as reviewed pursuant to the terms of this Lease.

Item 8 **Rental Day**

The Commencing Date and then on the first Wednesday of each month of the Term.

Item 9 **Lessor's Bank Account** (clause 6.2)

Bank:	Macquarie Bank Limited
Branch:	Sydney
Account Name:	Dynamic Property Services Pty Ltd Trust Account for Strata Plan 67253
BSB:	182-222
Account Number:	2960-02959

Item 10 **Review Factor** (clauses 1.1 and7)

CPI

Iem 11 **Contact person** (clause 15.2)

Lessee:	The Property Manager, Vodafone Managed Portfolio Crown Castle Australia Pty Ltd
Telephone:	(02) 9495 9000 or 1800 006 667
Facsimile:	(02) 9495 9100

Lessor:	Dynamic Property Services - Claire Wilson
Telephone:	(02) 9267 6334
Facsimile:	(02) 9263 9955

Item 12 **Lessee's solicitors** (clause 21)

Madgwicks Lawyers
Level 33, 140 William Street
MELBOURNE VIC 3000
Telephone: (03) 9242 4744
Facsimile : (03) 9242 4777

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Date

2015

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Lease, unless the context otherwise requires, the following words and phrases have the meanings attributed to them in this clause:

Break Date means the date stated in Item 6.

Carrier means a carrier as defined in the Telecommunications Act.

Commencing Date means the date specified in Item 3.

Equipment means those items of plant and/or equipment of the Lessee, including without limitation of the generality of such term, all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin upon the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee.

Equipment Cabin means that part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its equipment.

GST means goods and services tax as described in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended) and related GST regulations, as amended from time to time.

GST Rate means the prevailing rate of the GST payable in accordance with the GST Law.

Information table means the part of this Lease described as the Information table.

Item means an item in the Information table.

Land means the land specified in Item 2.

Lessor's Improvements means the building or other structure on the Land and owned by the Lessor upon or within which the Premises are situate.

Payments mean the Rent and other amounts payable by the Lessee to the Lessor under this Lease.

Permitted Use means the use by the Lessee of the Premises, the Lessor's Improvements and the Land as is permitted to the Lessee under this Lease.

Physical Installation means the installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use of the Premises and does not include entering the Land to undertake an inspection, or surveying the Land.

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Plan means the lease plan which is annexed to this Lease as Annexure B.

Premises means the premises described in Item 1 of the Information table.

Related Body Corporate has the meaning attributed to that term by Section 9 of the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 7.

Rental Day means the days referred to at Item 8.

Review Date means each anniversary of the first Rental Day.

Review Factor means the percentage set out at Item 10.

Secure Premises means Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.

Sequential Lease means a lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.

Tax Invoice has the same meaning as given in the *A New Tax System (Goods and Services Tax) Act* 1999.

Taxable Supply has the meaning given in the GST Law.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Term means the term specified in Item 5.

Terminating Date means the date specified in Item 4.

1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

(a) statutes regulations ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes regulations ordinances or by-laws amending consolidating or replacing the same from time to time;

(b) the singular number includes a reference to the plural number and vice versa;

(c) any gender includes a reference to the other genders and each of them;

(d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;

(e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;

(f) a company or a corporation includes a person and vice versa;

(g) a clause number shall mean a reference to the respective clauses of this Lease;

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(h) any organisations associations societies groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that any of its powers or functions are transferred to any other entity body or group refer respectively to any such entity body or group established or constituted in lieu thereof or succeeding to similar powers or functions;

(i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and upon the Land with the consent of that party; and

(j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months.

1.3 Headings

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

1.4 All parties bound

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

1.5 Third parties

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

1.6 Severance

If any covenant agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

2. Statutory provisions

2.1 Exclusions

(a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.

(b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

2.2 Telecommunications Act

(a) This Lease is without prejudice to any rights of the Lessee pursuant to or arising under the Telecommunications Act, any statute, ordinance or regulation promulgated thereunder or replacement thereof.

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(b) To the extent that the Lessee is authorised under this Lease to undertake any activity in the nature of installation or maintenance, as those terms are used in the Telecommunications Act, the Lessor will not require further notice of that activity to be given under the Telecommunications Act.

3. Lease for the Term

3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

3.2 Termination on a Break Date

If the Lessee gives to the Lessor at any time not later than 6 months prior to a Break Date, a notice to the effect that from the Break Date, it wishes to terminate this Lease upon that Break Date, then this Lease will come to an end on the Break Date so specified.

4. Holding over

(a) If the Lessee continues to occupy the Premises beyond the Terminating Date the Lessee shall do so as a yearly tenant only, at a Rent payable annually in advance (at the same Rent as during the year preceding the Terminating Date) and otherwise on the same terms and conditions as this Lease.

(b) The tenancy so created is determinable at any time by either party by 1 year's notice given to the other party to expire on any date.

5. Permitted use

The Lessee may during the Term use the Premises and the Equipment on the Land for the purposes of a telecommunications base station forming part of a telecommunications network.

6. Payment of Rent

6.1 Payment

The Lessee must pay the Rent in advance on the Rental Days.

6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in Item 9. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in Item 9 provided that written notice of any such nomination is received by the Lessee not less than 30 days prior to the date upon which the Rent is payable. Payment by EFT by the Lessee's banker to the relevant nominated account by the due date is a full discharge for the payment.

7. Rent reviews

On each Review Date the Rent is increased by the CPI calculated using the formula:

$$\text{new rent} = \text{current rent} \times \frac{A}{B}$$

Where:

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A is the last published CPI before the Review Date;

B is the last published CPI before the previous Review Date (or, in the case of the first Review Date, before the Commencing Date).

For the purposes of this clause, **CPI** means the All Groups Consumer Price Index for Sydney, NSW published by the Australian Bureau of Statistics, or if that index no longer exists, or if the basis of calculating it changes, it means an index that the President of the Australian Property Institute (State Division) decides reflects changes in the cost of living in Sydney, NSW.

8. Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates taxes and outgoings (other than any electricity cost payable by the Lessee under clause 10) which may be payable in relation to the Premises.

9. GST

In this clause 9, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

9.1 GST

(a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.

(b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.

(c) Unless expressly indicated in clause 9.2, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.

(d) Unless expressly indicated in clause 9.2, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.

(e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

9.2 Recipient Created Tax Invoice (RCTI)

(a) For the purposes of this clause 9.2, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This clause 9.2 applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.

(b) The parties agree that:

(i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and

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(ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.

(c) The Lessee (or its agent):

(i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;

(ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;

(iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000.

(d) The Lessor acknowledges that:

(i) it is registered for GST and has been allocated an Australian Business Number; and

(ii) it will inform the Lessee if it ceases to be registered for GST.

(e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

9.3 Input tax credit entitlement

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

10. Electricity

10.1 Supply

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

10.2 Metering

(a) The electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.

(b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

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11. Lessor's covenants

11.1 Quiet enjoyment

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

11.2 Interference

(a) The Lessor acknowledges that the Permitted Use relies upon the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.

(b) The Lessor must not erect, nor may it permit the erection of, any structure on above or below the Land or upon the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.

12. Insurance

12.1 Cover

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency in respect of the same, adequate insurance in respect of the Premises for:

(a) public liability to an amount of not less than $20,000,000; and

(b) damage to the Equipment, including the costs of demolition and removal.

12.2 Global policy

Without limitation to clause 12.1 the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

12.3 Lessor's insurance

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on upon the Land.

13. Lessee's indemnity and warranty

13.1 Indemnity and release

The Lessee:

(a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts errors defaults or omissions of the Lessee or the Lessee's use of the Land; and

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(b) must indemnify and hold harmless the Lessor against all claims resulting from any damage, loss death or injury in connection with:

(i) the Premises and the use and the occupation of the Premises by the Lessee;

(ii) the Equipment; and

(iii) the Land to the extent caused or contributed to by the Lessee's use or occupation of the Land,

except to the extent caused or contributed by the Lessor's act, omission or breach of this Lease or any act or omission of the Lessor's employees, agents or contractors.

13.2 Limitation

(a) The release and indemnity in clause 13.1 does not apply to the extent that the accident, damage, injury or loss was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.

(b) Notwithstanding anything in clause 13.1, the Lessee will not be liable in respect of any indirect or consequential loss of the Lessor, however that loss may arise.

13.3 Warranty

(a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other tenants of the Land, than is reasonably necessary having regard to the Permitted Use.

(b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

14. Lessee's rights

14.1 No interruption

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

14.2 Installation and maintenance of Equipment

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may at any time during the Term install remove, modify, maintain, use and operate on the Premises such Equipment as is necessary for the Permitted Use now and in the future.

14.3 Equipment between Premises

If the Premises consist of a number of areas that do not connect to each other, the Lessee may install such above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures over the Land or within or upon the Lessor's Improvements as are necessary for the safe, continuous or proper use of the Equipment. To the extent that parts of the Equipment are to be installed at locations connecting the Premises in accordance with this clause, the Lessor grants a

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licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations connecting the Premises were part of the Premises.

15. Access

15.1 Operational access

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

(a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use at all times;

(b) to use in common with the Lessor and its tenants (if any) other parts of the Land and the Lessor's Improvements, all such electric main wires watercourses drains conduits risers installations appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into through along under over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and

(c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

15.2 Contact person

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons so nominated for the Lessor and the Lessee respectively, are the persons referred to in Item 11 or such other person as a party nominates in writing to the other from time to time to be its contact person.

15.3 Access protocols

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this clause 15.3, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee. The Lessee indemnifies the Lessor in respect of any reasonable cost expense or charges incurred by the Lessor in providing such access pursuant to a procedure applying under this clause.

16. Equipment

16.1 Ownership

The Equipment shall be and remain the property of the Lessee notwithstanding that any part or parts thereof may be or become affixed to the Premises or to the Land.

16.2 Removal

Unless the Lessor consents to the Lessee holding over in accordance with clause 4, upon expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground upon the Land, and restore so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

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17. Costs

17.1 Registration

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

18. Assignment and subletting

18.1 Prohibition

The Lessee must not assign this Lease or sublet the Premises except under clause 18.2 or with the prior written consent of the Lessor which must not be unreasonably withheld.

18.2 Exception to prohibition

The Lessee may at any time assign this Lease or sublet the Premises:

(a) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or

(b) to a Related Body Corporate of the Lessee; or

(c) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network,

but it must give notice of that assignment or subletting within a reasonable time after it occurs.

18.3 Assignment of Sequential Lease

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

19. Termination

19.1 By the Lessor

In the event of:

(a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or

(b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of written notice of that breach from the Lessor; or

(c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' written notice of termination to the Lessee.

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19.2 By the Lessee

If at any time:

(a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;

(b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected or not dealt with within a reasonable time or approved upon conditions that are unreasonable in the Lessee's opinion;

(c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;

(d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or

(e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under clause 19.2(e).

19.3 Surrender of Sequential Leases

(a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.

(b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of the surrender of any Sequential Lease.

(c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office, if it is required, to enable the surrender of any Sequential Lease to be registered.

19.4 Rent pro-rata

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

20. Destruction or damage to Premises

If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical inference or is destroyed or damaged to an extent which upon a reasonably formed view materially inhibits the carrying on of the Permitted Use upon the Premises, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date upon which the destruction or damage occurs until the date upon which it is repaired. If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated, then that matter must be referred to arbitration under the provisions of the Commercial Arbitration

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Act applicable to the State in which the Premises are located. If the Lessor does not repair the damage or destruction within 3 months of its occurring, then the Lessee may terminate this Lease upon 1 month's notice.

21. Notice

21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

(a) either:

(i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or

(ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and

also be served on the Lessee's solicitors, as stated in Item 12, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in paragraph (a) of this clause.

21.2 Service of notice on Lessor

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

(a) served personally or left addressed to the Lessor at the address stated in the Information table, or such other address as the Lessor notifies in writing to the Lessee; or

(b) sent by facsimile to the Lessor's facsimile number stated in the Information table, or such other number as the Lessor notifies in writing to the Lessee; or

(c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

21.3 Notices

(a) Any notice served by the Lessor or the Lessee under this Lease must be in writing and will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.

(b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.

(c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the said notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00pm on any day when it will be deemed to be served at 9.00am on the next day on which business is normally conducted in the place where the notice is being sent.

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(d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

22. Where the Premises comprise a colocated site

22.1 Application of clause

This clause 22 only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed upon the Tower Premises by agreement with the Existing Carrier.

22.2 Definitions for clause 22

For the purposes of clause 22:

Existing Carrier means the party which is the lessee of the Tower Lease from time to time.

Tower means a tower pole mast railing support or other structure owned or operated by the Existing Carrier, upon which Equipment is or is to be installed.

Tower Lease means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

Tower Premises means the premises demised under the Tower Lease upon or within which the Tower is situated.

Tower Sub-Lease means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

22.3 Consent to Tower Sub-Lease

The Lessor:

(a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility upon the Tower; and

(b) agrees that it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

22.4 Termination of the Tower Lease

(a) Without limiting the matters referred to in clause 22.3, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.

(b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to

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such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).

(c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).

(d) If the Lessee gives a Lessee's Notice, the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises upon the same terms as the Tower Lease, but commencing upon the date upon which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. Upon the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

22.5 Option in Tower Lease

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

(a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew contained were able to be exercised by the Lessee and the Lessee had exercised that option; and

(b) upon service of the Renewal Notice by the Lessee, the provisions of clause 22.4(d) will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

22.6 Additional right of termination

In the event of the Lessee:

(a) taking an assignment of the Tower Lease pursuant to clause 22.4(a);

(b) being granted a lease pursuant to clauses 22.4(d) or 22.5(b),

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

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22.7 Trilocation

The Lessor's obligations under clauses 22.4 and 22.5 are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

23. Mortgagee's consent

23.1 Lessor to Obtain

If the Land is at the Commencement Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

23.2 Failure to Obtain

If the Lessor has not complied with 23.1 within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with clause 23.1.

24. Concurrent lease

(a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days written notice of its intention to do so.

(b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

KB

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Certified correct for the purposes of the Real Property Act 1900 by the company (strata scheme) named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person whose signature appears below.
Company: **The Owners – Strata Plan No. 67253**
Authority: **Section 238 of the Strata Schemes Management Act 1996**

THE OWNERS - STRATA PLAN NO. 67253 Common Seal

Signature of authorised person:

Name of authorised person: **Karen Belcher**

Office held: **Staff person authorised by a principal officer of Dynamic Property Services Pty Ltd, (ACN 002 006 760) the strata managing agent of the Lessor.**

I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence

Signature of witness

Name of witness

Address of witness Latika Prasad
Solicitor NSW LSN 25729
Vodafone Hutchison Australia Pty Limited
40 Mount Street
North Sydney, NSW 2060
Australia

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney

Attorney's name

Signing on behalf of
Vodafone Network Pty Ltd
ACN 081 918 461
Power of attorney -Book 4662
-No 196

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HARRIS STREET

GIPPS STREET

ADA PLACE

TERRACE LEVEL

UPPER ROOF LEVEL

LOWER ROOF LEVEL

SEE DIAGRAM A

SEE DIAGRAM B

MULTI STOREY BRICK RESIDENTIAL UNITS No.209-211

SP 67253

A

DP 332719

DIAGRAM A

SCALE: 1:100

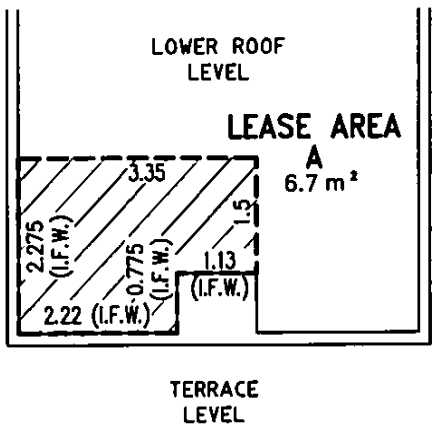
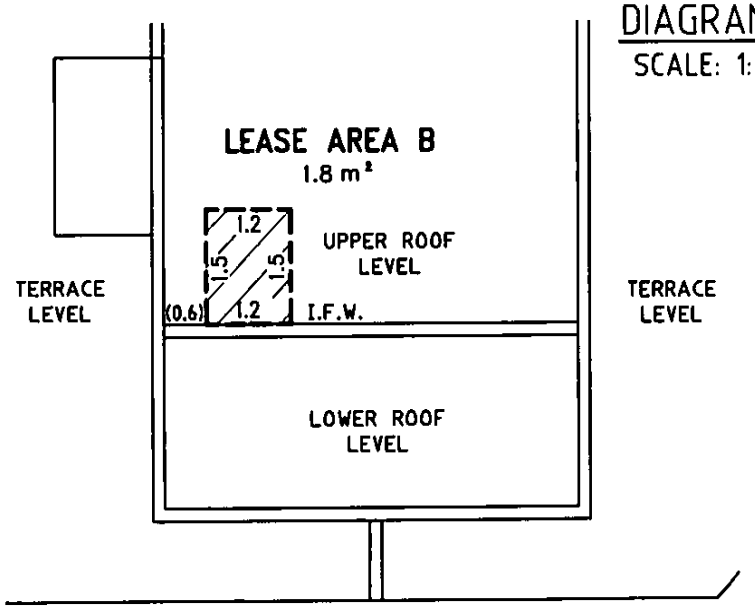


DIAGRAM B

SCALE: 1:100



I.F.W. DENOTES INSIDE FACE OF WALL

LEASE AREA 'A' LIMITED IN HEIGHT FROM LOWER ROOF LEVEL TO 2.5m ABOVE LOWER ROOF LEVEL.
LEASE AREA 'B' LIMITED IN HEIGHT FROM UPPER ROOF LEVEL TO 2.5m ABOVE UPPER ROOF LEVEL.

summit GEOMATIC
REGISTERED CONSULTING SURVEYORS
SUMMIT GEOMATIC PTY LTD
PO Box 7809 Baulkham Hills BC NSW 2153
P: (02) 9836 3155 F: (02) 9836 3177
E: survey@summitgeo.com.au
W: www.summitgeo.com.au

Registered Surveyor Under The Surveying and Spatial Information Act 2002.

LOT:	CP	SURVEY: G.B.	DRWN BY: S.S.	VHA eJV SITE JS6871 VHA SITE 28179 209 Harris Street Pyrmont, NSW 2009 Proposed Lease Area	A4
SP	67253	DATE: 11/05/2015	CHKD BY: G.B.		
L.G.A.:	SYDNEY	FILE No: JS6871	DATUM: – ORIGIN: –		
PARISH:	ST ANDREW	DRWG No: 4416_LE	ORIENTATION: T.N.		
COUNTY:	CUMBERLAND	REV. No: C	SCALE: 1:400		

VHA VODAFONE HUTCHISON AUSTRALIA

cpsglobal commercial property solutions

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Approved Form 9

Certificate of Owners Corporation

The Owners – Strata Plan No. 67253 certifies that:

(1) On 5 August 2015 it passed a special resolution agreeing to the execution of the following dealings:

1. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2015 to 31 October 2020;
2. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2020 to 31 October 2025;
3. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2025 to 31 October 2030; and
4. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2030 to 31 October 2035.

pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act1973 have been complied with in respect of the said dealing or plan.

Original with AK176271 & 272

The common seal of The Owners – Strata Plan No. 67523 was hereunto affixed on 4 April, 2016 in the presence of **Karen Belcher** being the person authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....

THE OWNERS - STRATA PLAN No. 67253 Common Seal

RELODGED

- 4 APR 2016

TIME: 3:03

1/1

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Form: 07L
Licence:
Licensee: Madgwicks Lawyers

LEASE

New South Wales
Real Property Act 1900

AK176273A

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

- 4 APR 2016

3.03

TIME (A) **TORRENS TITLE**

Office of State Revenue use only

Property leased: if appropriate, specify the part or premises

Part Folio Identifier CP/SP 67253 being the area shown hatched black on the plan annexed and marked 'B'

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	KM Harkness & Co GPO Box 4025, Sydney NSW 2001 **Telephone:** 02 9232 7966 Reference (optional): 4669	L

(C) **LESSOR**

The Owners - Strata Plan No. 67253

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. 2. 3.

(E) **LESSEE**

VODAFONE NETWORK PTY LTD ACN 081 918 461

(F) **TENANCY:**

(G) 1. **TERM** 5 years

2. **COMMENCING DATE** 1 November 2025

3. **TERMINATING DATE** 31 October 2030

4. ~~With an **OPTION TO RENEW** for a period of~~ ~~set out in~~

5. ~~With an **OPTION TO PURCHASE** set out in~~

6. ~~Together with and reserving the **RIGHTS** set out in~~

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.

8. ~~Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered at the Land and Property Management Authority as No.~~

9. The **RENT** is set out in item / ~~clause~~ 7 of **the Information table in Annexure A**

KB

$ Plan Fee Raised.

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DATE _____ / _____ / _____
dd mm yyyy

FOR EXECUTION CLAUSES, SEE ANNEXURE 'A'

(H) I certify that I am an eligible witness and that the lessor signed this dealing in my presence. [See note** below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness: SEE ANNEXURE FOR EXECUTION
Page 23

Address of witness:

***Note**: where applicable, the lessor must complete the statutory declaration below.*

I certify that I am an eligible witness and that the lessee signed this dealing in my presence. [See note** below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: SEE ANNEXURE FOR EXECUTION
Page 23

Address of witness:

(I) **STATUTORY DECLARATION***

I _____

solemnly and sincerely declare that–

1. The time for the exercise of option to renew / option to purchase in expired lease No. _____ has ended;
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 Oaths Act 1900.

Made and subscribed at _____ in the State of _____ 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 lessor:

* 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.

KB

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This is Annexure 'A' referred to in the lease between The Owners - Strata Plan No. 67253 (as lessor) and Vodafone Network Pty Ltd ACN 081 918 461 (as lessee)

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Information table

Parties

Name	**The Owners - Strata Plan No. 67253**
ABN	20 582 832 116
Short form name	**Lessor**
Notice details	C/- Dynamic Property Services Pty Ltd, Level 5, 162 Goulburn Street, Surry Hills NSW 2010 Attention Dynamic Property Services - Claire Wilson
Email address	Clairew@dynamicproperty.com.au
Name	**Vodafone Network Pty Ltd** ACN 081 918 461
ABN	31 081 918 461
Short form name	**Lessee**
Notice details	Level 7, 40 Mount Street, North Sydney, New South Wales 2060 Facsimile: (02) 9415 7041 Attention General Counsel

Items

Item 1	**Premises** (clause 1.1) The area in CP SP 67253 shown on the plan in Annexure B being part of the property known as 209 Harris St Pyrmont NSW 2009
Item 2	**The Land** (clause 1.1) The whole of the land comprised in Certificate of Title Volume CP/SD 67253
Item 3	**Commencing Date** (clause 1.1) 1 November 2025
Item 4	**Terminating Date** (clause 1.1) 31 October 2030
Item 5	**Term** (clause 1.1) 5 years

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Item 6 **Break Date** (clause 1.1 & clause 3.2)

31 October 2030

Item 7 **Rent** (clauses 1.1 and 6.1)

At the Commencing Date the sum payable in the immediately preceding year adjusted in accordance with clause 7 and thereafter as reviewed pursuant to the terms of this Lease.

Item 8 **Rental Day**

The Commencing Date and then on the first Wednesday of each month of the Term.

Item 9 **Lessor's Bank Account** (clause 6.2)

Bank:	Macquarie Bank Limited
Branch:	Sydney
Account Name:	Dynamic Property Services Pty Ltd Trust Account for Strata Plan 67253
BSB:	182-222
Account Number:	2960-02959

Item 10 **Review Factor** (clauses 1.1 and7)

CPI

Iem 11 **Contact person** (clause 15.2)

Lessee:	The Property Manager, Vodafone Managed Portfolio Crown Castle Australia Pty Ltd
Telephone:	(02) 9495 9000 or 1800 006 667
Facsimile:	(02) 9495 9100

Lessor:	Dynamic Property Services - Claire Wilson
Telephone:	(02) 9267 6334
Facsimile:	(02) 9263 9955

Item 12 **Lessee's solicitors** (clause 21)

Madgwicks Lawyers
Level 33, 140 William Street
MELBOURNE VIC 3000
Telephone: (03) 9242 4744
Facsimile : (03) 9242 4777

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Date

2015

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Lease, unless the context otherwise requires, the following words and phrases have the meanings attributed to them in this clause:

Break Date means the date stated in Item 6.

Carrier means a carrier as defined in the Telecommunications Act.

Commencing Date means the date specified in Item 3.

Equipment means those items of plant and/or equipment of the Lessee, including without limitation of the generality of such term, all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin upon the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee.

Equipment Cabin means that part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its equipment.

GST means goods and services tax as described in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended) and related GST regulations, as amended from time to time.

GST Rate means the prevailing rate of the GST payable in accordance with the GST Law.

Information table means the part of this Lease described as the Information table.

Item means an item in the Information table.

Land means the land specified in Item 2.

Lessor's Improvements means the building or other structure on the Land and owned by the Lessor upon or within which the Premises are situate.

Payments mean the Rent and other amounts payable by the Lessee to the Lessor under this Lease.

Permitted Use means the use by the Lessee of the Premises, the Lessor's Improvements and the Land as is permitted to the Lessee under this Lease.

Physical Installation means the installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use of the Premises and does not include entering the Land to undertake an inspection, or surveying the Land.

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Plan means the lease plan which is annexed to this Lease as Annexure B.

Premises means the premises described in Item 1 of the Information table.

Related Body Corporate has the meaning attributed to that term by Section 9 of the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 7.

Rental Day means the days referred to at Item 8.

Review Date means each anniversary of the first Rental Day.

Review Factor means the percentage set out at Item 10.

Secure Premises means Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.

Sequential Lease means a lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.

Tax Invoice has the same meaning as given in the *A New Tax System (Goods and Services Tax) Act* 1999.

Taxable Supply has the meaning given in the GST Law.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Term means the term specified in Item 5.

Terminating Date means the date specified in Item 4.

1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

(a) statutes regulations ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes regulations ordinances or by-laws amending consolidating or replacing the same from time to time;

(b) the singular number includes a reference to the plural number and vice versa;

(c) any gender includes a reference to the other genders and each of them;

(d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;

(e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;

(f) a company or a corporation includes a person and vice versa;

(g) a clause number shall mean a reference to the respective clauses of this Lease;

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(h) any organisations associations societies groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that any of its powers or functions are transferred to any other entity body or group refer respectively to any such entity body or group established or constituted in lieu thereof or succeeding to similar powers or functions;

(i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and upon the Land with the consent of that party; and

(j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months.

1.3 Headings

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

1.4 All parties bound

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

1.5 Third parties

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

1.6 Severance

If any covenant agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

2. Statutory provisions

2.1 Exclusions

(a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.

(b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

2.2 Telecommunications Act

(a) This Lease is without prejudice to any rights of the Lessee pursuant to or arising under the Telecommunications Act, any statute, ordinance or regulation promulgated thereunder or replacement thereof.

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(b) To the extent that the Lessee is authorised under this Lease to undertake any activity in the nature of installation or maintenance, as those terms are used in the Telecommunications Act, the Lessor will not require further notice of that activity to be given under the Telecommunications Act.

3. Lease for the Term

3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

3.2 Termination on a Break Date

If the Lessee gives to the Lessor at any time not later than 6 months prior to a Break Date, a notice to the effect that from the Break Date, it wishes to terminate this Lease upon that Break Date, then this Lease will come to an end on the Break Date so specified.

4. Holding over

(a) If the Lessee continues to occupy the Premises beyond the Terminating Date the Lessee shall do so as a yearly tenant only, at a Rent payable annually in advance (at the same Rent as during the year preceding the Terminating Date) and otherwise on the same terms and conditions as this Lease.

(b) The tenancy so created is determinable at any time by either party by 1 year's notice given to the other party to expire on any date.

5. Permitted use

The Lessee may during the Term use the Premises and the Equipment on the Land for the purposes of a telecommunications base station forming part of a telecommunications network.

6. Payment of Rent

6.1 Payment

The Lessee must pay the Rent in advance on the Rental Days.

6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in Item 9. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in Item 9 provided that written notice of any such nomination is received by the Lessee not less than 30 days prior to the date upon which the Rent is payable. Payment by EFT by the Lessee's banker to the relevant nominated account by the due date is a full discharge for the payment.

7. Rent reviews

On each Review Date the Rent is increased by the CPI calculated using the formula:

$$\text{new rent} = \text{current rent} \times \frac{A}{B}$$

Where:

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A is the last published CPI before the Review Date;

B is the last published CPI before the previous Review Date (or, in the case of the first Review Date, before the Commencing Date).

For the purposes of this clause, **CPI** means the All Groups Consumer Price Index for Sydney, NSW published by the Australian Bureau of Statistics, or if that index no longer exists, or if the basis of calculating it changes, it means an index that the President of the Australian Property Institute (State Division) decides reflects changes in the cost of living in Sydney, NSW.

8. Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates taxes and outgoings (other than any electricity cost payable by the Lessee under clause 10) which may be payable in relation to the Premises.

9. GST

In this clause 9, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

9.1 GST

(a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.

(b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.

(c) Unless expressly indicated in clause 9.2, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.

(d) Unless expressly indicated in clause 9.2, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.

(e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

9.2 Recipient Created Tax Invoice (RCTI)

(a) For the purposes of this clause 9.2, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This clause 9.2 applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.

(b) The parties agree that:

(i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and

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(ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.

(c) The Lessee (or its agent):

(i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;

(ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;

(iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000.

(d) The Lessor acknowledges that:

(i) it is registered for GST and has been allocated an Australian Business Number; and

(ii) it will inform the Lessee if it ceases to be registered for GST.

(e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

9.3 Input tax credit entitlement

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

10. Electricity

10.1 Supply

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

10.2 Metering

(a) The electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.

(b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

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11. Lessor's covenants

11.1 Quiet enjoyment

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

11.2 Interference

(a) The Lessor acknowledges that the Permitted Use relies upon the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.

(b) The Lessor must not erect, nor may it permit the erection of, any structure on above or below the Land or upon the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.

12. Insurance

12.1 Cover

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency in respect of the same, adequate insurance in respect of the Premises for:

(a) public liability to an amount of not less than $20,000,000; and

(b) damage to the Equipment, including the costs of demolition and removal.

12.2 Global policy

Without limitation to clause 12.1 the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

12.3 Lessor's insurance

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on upon the Land.

13. Lessee's indemnity and warranty

13.1 Indemnity and release

The Lessee:

(a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts errors defaults or omissions of the Lessee or the Lessee's use of the Land; and

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(b) must indemnify and hold harmless the Lessor against all claims resulting from any damage, loss death or injury in connection with:

(i) the Premises and the use and the occupation of the Premises by the Lessee;

(ii) the Equipment; and

(iii) the Land to the extent caused or contributed to by the Lessee's use or occupation of the Land,

except to the extent caused or contributed by the Lessor's act, omission or breach of this Lease or any act or omission of the Lessor's employees, agents or contractors.

13.2 Limitation

(a) The release and indemnity in clause 13.1 does not apply to the extent that the accident, damage, injury or loss was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.

(b) Notwithstanding anything in clause 13.1, the Lessee will not be liable in respect of any indirect or consequential loss of the Lessor, however that loss may arise.

13.3 Warranty

(a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other tenants of the Land, than is reasonably necessary having regard to the Permitted Use.

(b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

14. Lessee's rights

14.1 No interruption

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

14.2 Installation and maintenance of Equipment

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may at any time during the Term install remove, modify, maintain, use and operate on the Premises such Equipment as is necessary for the Permitted Use now and in the future.

14.3 Equipment between Premises

If the Premises consist of a number of areas that do not connect to each other, the Lessee may install such above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures over the Land or within or upon the Lessor's Improvements as are necessary for the safe, continuous or proper use of the Equipment. To the extent that parts of the Equipment are to be installed at locations connecting the Premises in accordance with this clause, the Lessor grants a

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licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations connecting the Premises were part of the Premises.

15. Access

15.1 Operational access

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

(a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use at all times;

(b) to use in common with the Lessor and its tenants (if any) other parts of the Land and the Lessor's Improvements, all such electric main wires watercourses drains conduits risers installations appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into through along under over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and

(c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

15.2 Contact person

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons so nominated for the Lessor and the Lessee respectively, are the persons referred to in Item 11 or such other person as a party nominates in writing to the other from time to time to be its contact person.

15.3 Access protocols

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this clause 15.3, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee. The Lessee indemnifies the Lessor in respect of any reasonable cost expense or charges incurred by the Lessor in providing such access pursuant to a procedure applying under this clause.

16. Equipment

16.1 Ownership

The Equipment shall be and remain the property of the Lessee notwithstanding that any part or parts thereof may be or become affixed to the Premises or to the Land.

16.2 Removal

Unless the Lessor consents to the Lessee holding over in accordance with clause 4, upon expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground upon the Land, and restore so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

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17. Costs

17.1 Registration

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

18. Assignment and subletting

18.1 Prohibition

The Lessee must not assign this Lease or sublet the Premises except under clause 18.2 or with the prior written consent of the Lessor which must not be unreasonably withheld.

18.2 Exception to prohibition

The Lessee may at any time assign this Lease or sublet the Premises:

(a) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or

(b) to a Related Body Corporate of the Lessee; or

(c) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network,

but it must give notice of that assignment or subletting within a reasonable time after it occurs.

18.3 Assignment of Sequential Lease

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

19. Termination

19.1 By the Lessor

In the event of:

(a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or

(b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of written notice of that breach from the Lessor; or

(c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' written notice of termination to the Lessee.

19.2 By the Lessee

If at any time:

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(a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;

(b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected or not dealt with within a reasonable time or approved upon conditions that are unreasonable in the Lessee's opinion;

(c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;

(d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or

(e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under clause 19.2(e).

19.3 Surrender of Sequential Leases

(a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.

(b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of the surrender of any Sequential Lease.

(c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office, if it is required, to enable the surrender of any Sequential Lease to be registered.

19.4 Rent pro-rata

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

20. Destruction or damage to Premises

If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical inference or is destroyed or damaged to an extent which upon a reasonably formed view materially inhibits the carrying on of the Permitted Use upon the Premises, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date upon which the destruction or damage occurs until the date upon which it is repaired. If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated, then that matter must be referred to arbitration under the provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located. If the Lessor does not repair the damage or destruction within 3 months of its occurring, then the Lessee may terminate this Lease upon 1 month's notice.

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21. Notice

21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

(a) either:

(i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or

(ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and

also be served on the Lessee's solicitors, as stated in Item 12, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in paragraph (a) of this clause.

21.2 Service of notice on Lessor

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

(a) served personally or left addressed to the Lessor at the address stated in the Information table, or such other address as the Lessor notifies in writing to the Lessee; or

(b) sent by facsimile to the Lessor's facsimile number stated in the Information table, or such other number as the Lessor notifies in writing to the Lessee; or

(c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

21.3 Notices

(a) Any notice served by the Lessor or the Lessee under this Lease must be in writing and will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.

(b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.

(c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the said notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00pm on any day when it will be deemed to be served at 9.00am on the next day on which business is normally conducted in the place where the notice is being sent.

(d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

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22. Where the Premises comprise a colocated site

22.1 Application of clause

This clause 22 only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed upon the Tower Premises by agreement with the Existing Carrier.

22.2 Definitions for clause 22

For the purposes of clause 22:

Existing Carrier means the party which is the lessee of the Tower Lease from time to time.

Tower means a tower pole mast railing support or other structure owned or operated by the Existing Carrier, upon which Equipment is or is to be installed.

Tower Lease means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

Tower Premises means the premises demised under the Tower Lease upon or within which the Tower is situated.

Tower Sub-Lease means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

22.3 Consent to Tower Sub-Lease

The Lessor:

(a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility upon the Tower; and

(b) agrees that it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

22.4 Termination of the Tower Lease

(a) Without limiting the matters referred to in clause 22.3, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.

(b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give notice to the Lessor (**Lessee's Notice**) requiring the Lessor to

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grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).

(c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).

(d) If the Lessee gives a Lessee's Notice, the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises upon the same terms as the Tower Lease, but commencing upon the date upon which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. Upon the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

22.5 Option in Tower Lease

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

(a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew contained were able to be exercised by the Lessee and the Lessee had exercised that option; and

(b) upon service of the Renewal Notice by the Lessee, the provisions of clause 22.4(d) will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

22.6 Additional right of termination

In the event of the Lessee:

(a) taking an assignment of the Tower Lease pursuant to clause 22.4(a);

(b) being granted a lease pursuant to clauses 22.4(d) or 22.5(b),

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

22.7 Trilocation

The Lessor's obligations under clauses 22.4 and 22.5 are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

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23. Mortgagee's consent

23.1 Lessor to Obtain

If the Land is at the Commencement Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

23.2 Failure to Obtain

If the Lessor has not complied with 23.1 within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with clause 23.1.

24. Concurrent lease

(a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days written notice of its intention to do so.

(b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

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Certified correct for the purposes of the Real Property Act 1900 by the company (strata scheme) named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person whose signature appears below.
Company: **The Owners – Strata Plan No. 67253**
Authority: **Section 238 of the Strata Schemes Management Act 1996**

THE OWNERS - STRATA PLAN NO. 67253 Common Seal

Signature of authorised person:

Name of authorised person: **Karen Belcher**

Office held: **Staff person authorised by a principal officer of Dynamic Property Services Pty Ltd, (ACN 002 006 760) the strata managing agent of the Lessor.**

I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness

Name of witness

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney

Attorney's name

Signing on behalf of
Vodafone Network Pty Ltd
ACN 081 918 461

Power of attorney -Book 4662
-No 196

Latika Prasad
Solicitor NSW LSN 25729
Vodafone Hutchison Australia Pty Limited
40 Mount Street
North Sydney, NSW 2060
Australia

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HARRIS STREET

GIPPS STREET

ADA PLACE

TERRACE LEVEL

UPPER ROOF LEVEL

LOWER ROOF LEVEL

SEE DIAGRAM A

SEE DIAGRAM B

MULTI STOREY BRICK RESIDENTIAL UNITS No.209-211

SP 67253

A DP 332719

DIAGRAM A

SCALE: 1:100

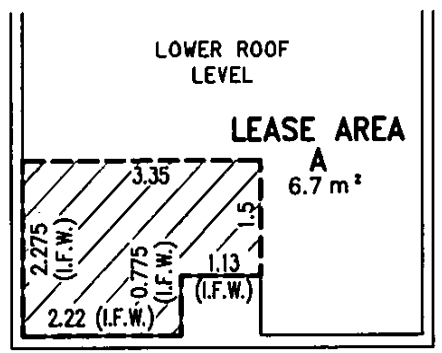
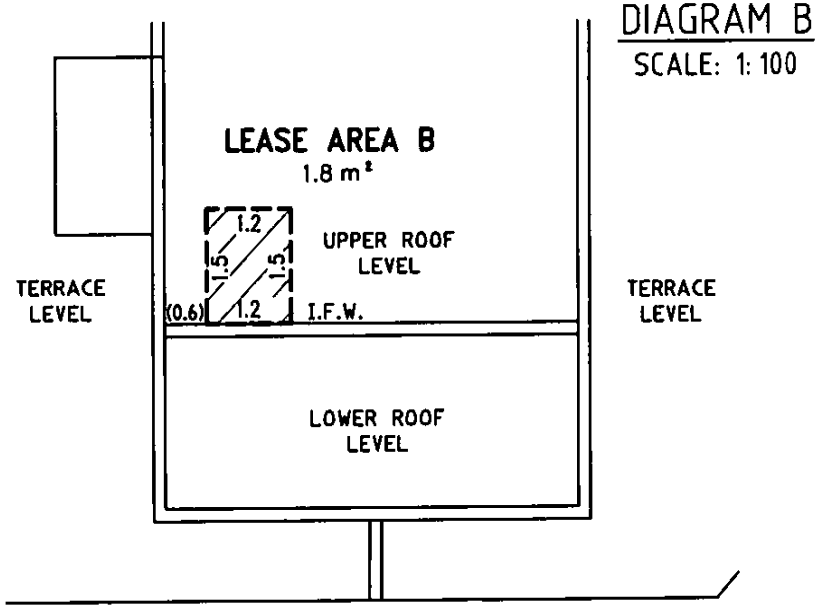


DIAGRAM B

SCALE: 1:100



I.F.W. DENOTES INSIDE FACE OF WALL

LEASE AREA 'A' LIMITED IN HEIGHT FROM LOWER ROOF LEVEL TO 2.5m ABOVE LOWER ROOF LEVEL.
LEASE AREA 'B' LIMITED IN HEIGHT FROM UPPER ROOF LEVEL TO 2.5m ABOVE UPPER ROOF LEVEL.

summit GEOMATIC
REGISTERED CONSULTING SURVEYORS
SUMMIT GEOMATIC PTY LTD
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E: survey@summitgeo.com.au
W: www.summitgeo.com.au

Registered Surveyor Under The Surveying and Spatial Information Act 2002.

LOT:	CP	SURVEY: G.B.	DRWN BY: S.S.	VHA eJV SITE JS6871 VHA SITE 28179 209 Harris Street Pyrmont, NSW 2009 Proposed Lease Area	A4
SP	67253	DATE: 11/05/2015	CHKD BY: G.B.		
L.G.A.:	SYDNEY	FILE No: JS6871	DATUM: – ORIGIN: –		
PARISH:	ST ANDREW	DRWG No: 4416_LE	ORIENTATION: T.N.		
COUNTY:	CUMBERLAND	REV. No: C	SCALE: 1:400		

VHA VODAFONE HUTCHISON AUSTRALIA

cpsglobal commercial property solutions

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Approved Form 9

Certificate of Owners Corporation

The Owners – Strata Plan No. 67253 certifies that:

(1) On 5 August 2015 it passed a special resolution agreeing to the execution of the following dealings:

1. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2015 to 31 October 2020;
2. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2020 to 31 October 2025;
3. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2025 to 31 October 2030; and
4. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2030 to 31 October 2035.

pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act1973 have been complied with in respect of the said dealing or plan.

Original with AK176271 & con

The common seal of The Owners – Strata Plan No. 67523 was hereunto affixed on 4 April, 2016 in the presence of **Karen Belcher** being the person authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....

THE OWNERS - STRATA PLAN No. 67253 Common Seal

RELODGED

- 4 APR 2016

TIME: 3:03

1/1

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Lodger Details

Lodger Code	502447E
Name	MONTI LAWYERS
Address	SE 202, 49 QUEENS RD FIVE DOCK 2046
Lodger Box	1W
Email	CHARLES@MONTILAWYERS.COM.AU
Reference	22/729

Land Registry Document Identification

AS747605

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP67253	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP67253

Other legal entity

Meeting Date

05/10/2022

Repealed by-law No.	
Details	N/A
Amended by-law No.	
Details	N/A
Added by-law No.	
Details	Special By-Law No. 63

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of	THE OWNERS - STRATA PLAN NO. SP67253
Signer Name	CINZIA FAVOTTO
Signer Organisation	MONTI SHOE STORE NO 2 PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/12/2022

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Annexure 1 to Change of By-Laws in SP-67253

CONSOLIDATED LIST OF BY-LAWS FOR STRATA PLAN 67253

(including all approved by-laws to 5 October 2022)

BAUHAUS APARTMENTS – SP 67253

STRATA BY-LAWS **SP67253**

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The seal of The Owners – Strata Plan No. 67253 was affixed on 20 December 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): R Van Aal

Name(s) [use block letters]: REENA VAN AALST

Authority: STRATA MANAGER



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Dictionary

1.1. In the by-laws:

Act is the Strata Schemes Management Act 1996.

Bauhaus Apartments is the strata scheme SP67253 created by the strata subdivision of lot 222 in DP 1037164.

Building Manager is any person the Owners Corporation appoints under by-law 33. If there is no Building Manager, it means the Strata Manager.

Commercial lots are lots 10, 134 and 135 in Bauhaus Apartments and includes any subdivision of those lots.

Common services distribution systems means systems for the distribution of services to lots including without limitation:

(a) hot water,
(b) condenser water,
(c) air conditioning ducting; and
(d) ducting and plant for the commercial air extraction system.

Government Agency is a governmental or semi- governmental administrative, fiscal or judicial department or entity.

Lot is a lot in Bauhaus Apartments. In the by-laws, references to **lots** include:

(a) lots which are apartments (which may or may not include carspaces as part of the lot);
(b) lots which are commercial shops or offices (which may or may not include carspaces as part of the lot); and
(c) lots which are carspaces

Owner is:

(d) [omitted]
(e) The owner for the time being of a lot in Bauhaus Apartments;
(f) If a lot is subdivided or resubdivided, the owner for the time being of the new lots; or
(g) For by-laws creating exclusive use or special privileges of common property, the owners(s) of the lot(s) benefiting from the by-law.

Owners Corporation is the owners corporation created on registration of the strata plan accompanying these by-laws.

person includes an individual, a firm, a body corporate, an incorporated association or an authority.

recreational facilities are the areas (and the facilities in the areas) shown on the strata plan for Bauhaus Apartments as “X” on level 2 and “Y” on level 11. They include, but are not limited to, the roof terrace, the gymnasium and associated equipment.

residential lots are lots 1 – 9 and 11 – 133 in Bauhaus Apartments.

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Rules means the rules set out in the attachment to these by-laws, as amended and added to under by-law 40.

security key is a key, magnetic card or other device or information used in Bauhaus Apartments to open and close doors, gates or locks or to operate alarms, security systems or communication systems.

Strata Manager is the person appointed by the Owners Corporation as its strata managing agent. If there is no strata manager, it means the secretary of the owners corporation.

third party may be a person who is not an owner.

you means an owner, occupier or mortgagee in possession of a lot in Bauhaus Apartments. Some by-laws apply to either the owners, occupiers or mortgagees in possession of commercial lots or residential lots. In these instances, **you** applies to the owners, occupiers or mortgagees in possession of commercial lots or residential lots as the context requires.

1.2. Words that this by-law does not explain have the same meaning as they do in the Act

1.3. In the by-laws:

(a) A reference to a thing includes the whole or each part of it;
(b) A reference to a document includes any variation or replacement of it;
(c) A reference to a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
(d) A reference to a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
(e) The singular includes the plural and vice versa; and
(f) Headings do not affect the interpretation of the by-laws.

2. Your behaviour

2.1. You must not:

(a) make noise or behave in a way that might unreasonably interfere with another owner's or occupier's use and enjoyment of their lot or common property;
(b) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;
(c) smoke cigarettes, cigars or pipes while you are on common property or allow smoke from them to enter common property;
(d) obstruct a person's lawful use of common property;
(e) do anything in Bauhaus Apartments that is illegal; or
(f) do anything that might damage the good reputation of Bauhaus Apartments.

2.2. You must be adequately clothed when you are on common property.

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2.3. You must not allow children in your care to:

(a) Play on common property inside Bauhaus Apartments (eg hallways or stairs); or
(b) Unless an adult exercising effective control is with them, be in an area of common property that is dangerous to children (eg the carpark).

3. You are responsible for others

3.1. You must:

(a) make sure your visitors comply with the by-laws;
(b) make your visitors leave Bauhaus Apartments if they do not comply with the by-laws;
(c) take reasonable care about who you invite into Bauhaus Apartments; and
(d) accompany your visitors at all times, except when they are entering and leaving Bauhaus Apartments.

3.2. If you lease or license your lot, you must take reasonable steps to make sure that your tenant or licensee and their visitors comply with the by-laws. You must take all action available to you, including action under the lease or license agreement, to make them comply or leave Bauhaus Apartments.

3.3. You must not allow another person (including your customers) to do anything that you cannot do under the by-laws.

4. Your lot

4.1. You must:

(a) keep your lot clean and tidy and in good repair and condition;
(b) properly maintain and replace an installation or alteration made under the by-laws that services your lot whether or not you made the installation or alteration; and
(c) at your expense, comply with all laws about your lot including, without limitation, requirements of Sydney City Council and Government Agencies.

4.2. You must have consent from the Owners Corporation to:

(a) keep anything in your lot that is visible from outside the lot and is not in keeping with the appearance of Bauhaus Apartments;
(b) install bars, screens, grilles, security locks or other safety devices on the exterior of windows or doors in your lot; or
(c) attach or hang an aerial, security device or wires outside Bauhaus Apartments.

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4.3. You must not:

(a) operate electronic equipment or a device which interferes with domestic appliances; or
(b) install or operate an intruder alarm with an audible signal without consent from the Owners Corporation.

4.4. If you want to store or keep things in your carspace, you must have consent from:

(a) The Owners Corporation; and
(b) Relevant Government Agencies.

5. The use of your lot

5.1. If you want to change the use of your lot, you must have consent from:

(a) the Owners Corporation. The Owners Corporation must not unreasonably withhold its consent; and
(b) relevant Government Agencies. You must have consent from the Owners Corporation before you apply for consent from a Government Agency.
(c) If you are the owner of a commercial lot, you must comply with the requirements of any council or Governmental Agency having jurisdiction over Bauhaus Apartments about the use of your lot and trading hours.

6. You must comply with the law

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

(a) your lot;
(b) the use of your lot and in particular, the use of commercial lots; and
(c) common property to which you have a license or a right to exclusive use or special privileges.

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

6.3. You must obtain consent from the Owners Corporation before you apply to a Government Agency for development or building approval. The Owners Corporation must not unreasonably withhold consent.

7. [Repealed]

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8. cleaning windows in your lot

8.1. You must clean the glass in the windows and doors of your lot, even if they are common property. You do not have to clean windows and doors that you cannot access safely.

8.2. The Owners Corporation may resolve to clean the external glass in some or all of the windows and doors in Bauhaus Apartments. If the Owners Corporation resolves to clean glass in your lot, you are excused from your obligations under by-law 8.1.

9. Curtains and blinds

9.1. If you have window coverings in your lot (eg curtains, blinds or louvres), they must be of a colour and design which comply with the Rules and otherwise are approved by the Owners Corporation.

9.2. The colours and designs approved by the Owners Corporation must be uniform when viewed from outside Bauhaus Apartments.

10. Drying your laundry

10.1. You must not hang laundry, bedding or other articles on the balcony of your lot or in an area that is visible from outside Bauhaus Apartments.

11. What you may keep on the balcony, terrace or courtyard of your lot

11.1. You may keep garden boxes, pot plants, landscaping, occasional furniture and outdoor recreational equipment on the balcony, terrace or courtyard of your lot only if it:

(a) is a type approved by the Owners Corporation;
(b) will not cause damage; and
(c) is not dangerous.

11.2. The Owners Corporation may require you, at your cost, to temporarily remove items from your balcony, terrace or courtyard that are not common property so that the Owners Corporation may inspect, repair or replace common property.

12. Garden boxes on the balcony, terrace or courtyard of your lot

12.1. If there is a garden box on your balcony, terrace or courtyard, you must:

(a) keep the types of plants in the garden box approved by the Owners Corporation;
(b) properly maintain the soil and plants in the garden box;
(c) replace dead plants in the garden box; and
(d) when you water the garden box, make sure no water goes onto common property or another lot.

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12.2. You must not use garden boxes in a way that will:

(a) damage common property or another lot; or
(b) create a nuisance or hazard.

12.3. The Owners Corporation may require you, at your cost, to remove and replace soil and plants in your garden box so that the Owners Corporation may inspect, repair or replace common property.

13.Keeping an animal

What animals may you keep?

13.1. Subject to this by-law, you may keep:

(a) goldfish or other similar fish in an indoor aquarium; or
(b) a guide dog if you need the dog because you are visually or hearing impaired.

13.2. You must have consent from the Owners Corporation to keep other types or numbers of animals.

13.3. The Owners Corporation may give you consent to keep a medium or large size dog.

13.4. The Owners Corporation will not give you consent to keep:

(a) a dog that is vicious, aggressive, noisy or difficult to control;
(b) a dog that is not registered under the Companion Animals Act
(c) a dangerous dog under the Companion Animals Act 1998 (NSW}.

13.5. Subject to clause 13.6, if you keep an animal under this bylaw you must ensure that the animal does not wander on to another Lot or Common Property.

13.6. If it is necessary to take your animal onto Common Property (eg to transport if out of the building), you must restrain it (eg by lease or pet cage) and control it at all times.

Conditions for keeping an animal

13. 7. The Owners Corporation may make conditions if it gives you consent to keep an animal.

13.8. A condition that automatically applies if you keep an animal under this by-law is that the Owners Corporation has the right at any time to order you to remove your animal if:

(a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
(b) you do not comply with your obligations under this by-law;
(c) you breach a condition made by the Owners Corporation when it gave you consent to keep the animal; or
(d) if you keep a dog, your dog is a dangerous dog or is not registered under the Companion Animals Act 1998 (NSW).

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13.9. You are responsible:

(a) to other owners and occupiers and people using the Common Property for:
  (i) any noise your animal makes which causes unreasonable disturbance; and
  (ii) damage to or loss of property or injury to any person caused by your animal
(b) for cleaning up after your animal.

Your visitors

13.10. You must not allow your visitors to bring animals into the building unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

14. Keeping flammable materials

14.1. You may keep flammable materials in your lot if you:

(a) use them in connection with the lawful use of your lot; and
(b) keep them in reasonable quantities.

14.2. You must have consent from the Owners Corporation to keep flammable materials in your car space. See by-law 4.4 for more information.

14.3. You must not keep flammable materials on common property

15.Displaying a sign in a residential lot

15.1. You must comply with this by-law if you own, occupy or lease a residential lot.

15.2. You must have consent from the Owners Corporation to display a sign or advertisement that is visible from outside your lot or attached to common property.

15.3. You do not need consent from the Owners Corporation to display a “for sale” or “for lease” sign. However, you must follow instructions from the Owners Corporation about the type, shape, size and location of the sign.

15.4. The Owners Corporation may instruct you to remove your sign or a sign that services your lot (if this is reasonable).

16.Displaying a sign in a commercial lot

16.1. You must comply with this by-law if you own, occupy or lease a commercial lot.

16.2. You must have any necessary consent from Sydney City Council and relevant Government Agencies to display a sign in your lot or on common property that is visible from outside your lot.

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16.3. You must:

(a) comply with any relevant signage code of Sydney City Council or other Governmental Agency and any conditions Sydney City Council or other Governmental Agency makes if it gives you consent to display a sign;
(b) properly maintain and, where necessary, replace signs you install or signs that service your lot (whether or not you installed them); and
(c) repair damage to common property you (or persons doing work on your behalf) cause to common property while installing, maintaining or replacing a sign.

17.Garbage disposal for residential lots

17.1. You must comply with this by-law if you own, occupy or lease a residential lot.

17.2. You must:

(a) drain and securely wrap all your household and other garbage and put it in the garbage chute in the common property garbage room on your level of Bauhaus Apartments;
(b) leave your other garbage in the area in the level 1 garbage room designated by the Owners Corporation;
(c) recycle your garbage according to instructions from the Owners Corporation and Sydney City Council;
(d) leave your recyclable garbage in the recyclable garbage room on your level of Bauhaus Apartments;
(e) drain and clean bottles and make sure they are not broken before you put them in the recyclable garbage room; and
(f) contact the Building Manager to remove large articles of garbage, recyclable materials or liquids that are poisonous or dangerous to the environment (at your cost).

17.3. You must not:

(a) leave garbage on common property or in a garbage room except in the areas designated by the Owners Corporation;
(b) leave garbage in the garbage room the owners and occupiers of commercial lots use under by-law 18;
(c) leave garbage in your carspace;
(d) put bottles or glass in a garbage chute;
put liquids in a garbage chute;
(e) put items that weigh more than 2.5 kilograms in a garbage chute; or
(f) put boxes or large items in a garbage chute that might block it.

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18. Garbage disposal for commercial lots

18.1. You must comply with this by-law if you own, occupy or lease a commercial lot.

18.2. You must:

(a) store your garbage in the common property garbage room on level 1 of Bauhaus Apartments or elsewhere as directed by the Owners Corporation;
(b) have consent from the Owners Corporation about the method and hours during which you remove garbage from your lot;
(c) arrange for your garbage to be regularly removed from Bauhaus Apartments (at your costs); and
(d) recycle your garbage according to instructions from the Owners Corporation and Sydney City Council.

18.3. You must not:

(a) leave garbage on common property (other than in the garbage room on level 1 or as directed by the owners corporation);
(b) leave garbage in a garbage room other than the common property garbage room on level 1; or
(c) leave garbage in your carspace or storage space.

19.Moving goods and furniture

19.1. You must:

(a) if you are an owner of a residential lot, make arrangements with the Owners Corporation at least 48 hours before you move stock, goods or furniture through Bauhaus Apartments;
(b) move stock, goods and furniture through Bauhaus Apartments according to the Owners Corporation's instructions; and
(c) comply with the Owners Corporation's reasonable requirements.

19.2. In addition to its powers under the Act, the Owners Corporation has the power to appoint another person (eg the Building Manager) to perform its functions under this by-law. If this happens, you must make your arrangements with that person and comply with their instructions and reasonable requirements.

20.Using the loading dock

20.1. You may use the loading dock:

(a) by prior arrangement with the Owners Corporation; and
(b) between the hours nominated by the owners corporation.

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20.2. When you use the loading dock you must try to minimise obstruction and interference with other people lawfully using the area.

20.3. In addition to its powers under the Act, the Owners Corporation has the power to appoint another person (eg the Building Manager) to perform its functions under this by-law. If this happens, you must make your arrangements with that person and comply with their instructions and reasonable requirements.

21. Parking on common property

Subject to by-law 20 about using the loading dock, you must have consent from the Owners Corporation to park or stand a vehicle on common property.

22. Doing building works in Bauhaus Apartments

22.1. You must comply with this by-law if you want to:

(a) do building work in Bauhaus Apartments;
(b) do work to services in Bauhaus Apartments; or
(c) alter the structure of your lot.

22.2. Before you do the work or alteration, you must:

(a) get the necessary consents from the Owners Corporation, Sydney City Council and Government Agencies;
(b) if the work or alteration affects common property, get consent from the Owners Corporation (unless the alteration is minor and by-law 22.4 applies)
(c) find out where service lines and pipes are located; and
(d) if you do not need consent to do the work or alteration, give the Owners Corporation a written notice describing what you propose to do. You must give notice at least 14 days before you start the work or alteration.

22.3. If you do building works or alterations in Bauhaus Apartments, you must:

(a) before you do the work, find out where service lines and pipes are located;
(b) not damage service lines or pipes or interrupt services;
(c) use qualified, reputable and, where appropriate, licenced contractors approved by the Owners Corporation;
(d) do the work in a proper manner and to the reasonable satisfaction of the Owners Corporation, Sydney City Council and relevant Government Agencies; and
(e) repair any damage you (or persons doing the work on your behalf) cause to common property or the property of an owner or occupier.

22.4. You may do minor work or make minor alterations to the interior of common property structures enclosing your lot (eg hang pictures or attach items to common property walls or put nails or screws into them).

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22.5. If you are the owner or occupier of a Commercial Lot, you do not need consent from the Owners Corporation to:

(a) fit out your Commercial Lot;
(b) install air exhaust systems in existing Common Property ducting for air exhaust systems attached to or servicing your Commercial Lot;
(c) make minor alterations to the interior of Common Property structures enclosing your Commercial Lot (eg attach shelves to Common Property walls); or
(d) carry out building works or make alterations authorised under the Fitout & Signage Policy.

However, you must comply with by-laws 22.2 to 22.4.

22.6. Before you do building works or make alterations, you must:

(a) arrange with the Owners Corporation a suitable time and means by which to access Bauhaus Apartments;
(b) comply with the reasonable requirements of the Owners Corporation about the time and means by which you must access Bauhaus Apartments; and
(c) ensure that contractors and any persons involved in doing the work or making the alterations comply with the reasonable requirements of the Owners Corporation about the times and means by which they must access Bauhaus Apartments.

22.7. In addition to its powers under the Act, the Owners Corporation has the power to appoint another person (eg the Building Manager) to perform its functions under this by-law. If this happens, you must make your arrangements with that person and comply with their reasonable requirements.

23.Load bearing and non load bearing walls

23.1. You must have consent from the Owners Corporation and relevant Government Agencies to damage, alter or remove:

(a) a load bearing wall in your Lot; or
(b) a Common Property load bearing wall on the boundary of your common Lot.

23.2. The Owners Corporation must give you consent to damage, alter or remove a load bearing wall if, before you do the work:

(a) you provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed damage, alteration or removal of the load bearing wall will not adversely affect the structural integrity of Bauhaus Apartments; and
(b) if the load bearing wall divides two Lots, the owner of the adjoining Lot consents in writing to the damage, alteration or removal of the load bearing wall.

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23.3. You may:

(a) damage, alter or remove non load bearing walls in your Lot; and
(b) make openings in non load bearing Common Property walls between two adjacent Lots that you own or occupy (subject to you obtaining all necessary consents from the owners of the lots).

23.4. Before you carry out the damage, alteration or removal, you must provide the Owners Corporation with a certificate from a qualified structural engineer reasonably acceptable to the Owners Corporation that the proposed damage, alteration or removal of the non load bearing wall will not adversely affect the structural integrity of Bauhaus Apartments.

23.5. The Owners Corporation must consent to any necessary applications for approvals of Government Agencies to damage, alter or remove a load bearing or non load bearing wall.

23.6. It is a condition of you damaging, altering or removing a load bearing or non load bearing wall that you:

(a) carry out the works in the method certified by the structural engineer according to this by-law;
(b) obtain a certificate from that structural engineer certifying that the damage, alteration or removal has not adversely affected the structural integrity of Bauhaus Apartments;
(c) Comply with by-laws 22.2, 22.3 and 22.6;
(d) Comply with section 14 of the *Strata Schemes (Freehold Development) Act 1973* (NSW) and lodge any necessary building alteration plan with the Registrar General; and

23.7. acknowledge for yourself and future owners of your Lot that the Owners Corporation does not have to reinstate the load bearing or non load bearing wall.

24.Security at Bauhaus Apartments

24.1. The Owners Corporation may take steps to:

(a) stop intruders coming into Bauhaus Apartments; and
(b) prevent fires and other hazards.

24.2. The Owners Corporation may install and operate in common property audio visual security cameras and other audio visual surveillance equipment for the security of Bauhaus Apartments.

24.3. You must not:

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

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

25.Restricting access to common property

25.1. The Owners Corporation may:

(a) close off or restrict by security keys access to parts of common property that do not give access to a lot;
(b) restrict by security keys your access to levels in the building where you do not own your own or occupy a lot;
(c) restrict access to the recreational facilities (but only according to the procedures in by-law 28); and
(d) allow the Building Manager and security personnel to use part of common property to operate or monitor security of Bauhaus Apartments. The Owners Corporation may exclude owners and occupiers from using these parts of common property.

25.2. The Owners Corporation may close off or restrict access to common property facilities if this will help to control and administer those facilities.

26. Security keys

26.1. The Owners Corporation:

(a) must give you a security key for the garage and front entrance door of Bauhaus Apartments;
(b) may give you a security key if the Owners Corporation restricts access to parts of common property under by-law 25; and
(c) if you own, occupy or lease a residential lot, must give you a security key to the recreational facilities if the Owners Corporation restricts access to them under by-law 25.

26.2. The Owners Corporation may charge you a fee or bond if you want extra or replacement security keys.

26.3. You must:

(a) take all reasonable steps not to lose security keys;
(b) return security keys to the Owners Corporation if you do not need them or if you move out of the building; and
(c) notify the Building Manager immediately if you lose a security key.

26.4. You must include in any lease or license for your lot a requirement that the occupier return security keys to the Building Manager when they move out of Bauhaus Apartments.

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26.5. You must not:

(a) copy a security key; or
(b) give a security key to someone who is not an owner or occupier.

26.6. Security keys belong to the Owners Corporation.

26.7. In addition to its powers under the Act, the Owners Corporation has the power to enter into agreements with third parties about the provision of security keys and the management of security key systems.

27. Licences to use common property

27.1. In addition to its power under the Act, the Owners Corporation has the power to grant licences to owners and occupiers to use parts of common property.

27.2. Licenses the Owners Corporation grants under this by-law may include provisions about:

(a) the term of the licence;
(b) the permitted uses of the licensed area;
(c) the maximum number of persons allowed in the licensed area;
(d) licence or other fees payable by the licensee to the Owners Corporation;
(e) insurances the licensee must effect; and
(f) cleaning and maintaining the licensed area.

27.3. The Owners Corporation may exercise its power under this by-law only by ordinary resolution at a properly convened general meeting.

28.The recreational facilities

28.1. The owners of residential lots have exclusive use of the recreational facilities in Bauhaus Apartments shown on the strata plan.

28.2. The Owners Corporation must:

(a) properly maintain the recreational facilities and keep them in a clean and tidy condition;
(b) have consent from a majority of the owners to restrict access to the recreational facilities by security key under by-law 25;
(c) carry out structural maintenance and repairs to the recreational facilities; and
(d) where necessary, make structural repairs to and replace recreational facilities.

28.3. The owners of the residential lots must:

(a) give the Owners Corporation access to the recreational facilities at all times;
(b) reimburse the costs of the Owners Corporation under this by-law according to the relative proportion of the unit entitlements of their lots; and

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(c) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law.

28.4. The owners of residential lots and their visitors may use the recreational facilities. The owners must accompany their visitors when they use the facilities.

28.5. The owners of residential lots may only use the recreational facilities during the hours nominated by the Owners Corporation

28.6. An owner must make sure that an adult exercising effective control accompanies children under 12 who are in their care when the children use recreational facilities.

28.7. The owners must not:

(a) bring glass objects, drinking glasses or sharp objects into the recreational facilities;
(b) do anything that might be dangerous in the recreational facilities;
(c) bring food or drink into the recreational facilities unless they have consent from the Owners Corporation. However, they may bring non-alcoholic drinks into the gymnasium without consent;
(d) hold parties or functions in the recreational facilities unless they have consent from the Owners Corporation; or
(e) interfere with the operation of equipment in the recreational facilities.

29. Use of recreational facilities by commercial lot owners

29.1. You must comply with this by-law if you own, occupy or lease a commercial lot.

29.2. Under by-law 28 the owners of residential lots have exclusive use of the recreational facilities. Accordingly, you must not:

(a) use the recreational facilities; or
(b) allow your employees or customers to use the recreational facilities.

30. Exclusive use of the common services distribution systems

30.1. The owner of each lot has:

(a) a special privilege to connect to and use the common services distribution systems (except commercial air extraction system, which are dealt with under by-law 31; and
(b) exclusive use and enjoyment of the common services distribution systems exclusively servicing their lot.

30.2. Each owner, and in the case of by-law 30.2(c) each occupier of a lot, must:

(a) carry out routine maintenance and repair to common services distribution systems which exclusively services the owner's lot;

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(b) reimburse the Owners Corporation for maintenance and repair to common services distribution systems which exclusively services the owner's lot (other than routine maintenance and repair);
(c) give the Owners Corporation access to their lot and any exclusive use area to maintain, repair and replace common services distribution systems;
(d) reimburse the Owners Corporation for replacement of any part of the common services distribution systems which exclusively services the owner's lot; and
(e) pay the Owners Corporation according to metered readings of services used by the owners which are distributed through the common services distribution systems.

30.3. The Owners Corporation must:

(a) operate, maintain, repair and replace common services distribution systems (including plant which is for the exclusive use of a lot); and
(b) give owners and occupiers regular accounts for their costs under this by-law.

30.4. The Owners Corporation may:

(a) have agreements with third parties about the operation, maintenance, repair and replacement of common services distribution systems. The agreements may have provisions about owners and occupiers paying administration fees to the third party;
(b) have agreements with owners and occupiers which require an occupier to pay an owner's costs under this by-law;
(c) require owners or occupiers to pay the Owners Corporation a bond. The Owners Corporation may apply the bond towards charges that the owner or occupier does not pay under this by-law; and
(d) discontinue the supply of services distributed through common services distribution systems to an owner's lot if the owner has not paid the Owners Corporation costs under this by-law. The Owners Corporation does not have to reinstate the services distributed through common services until the owner or occupier pays the costs.

31. The common property condenser water system

31.1. The owners of the commercial lots have a special privilege to connect to and use the common property condenser water system. The Owners Corporation does not warrant that it is possible to connect to the condenser water system and each owner releases the Owners Corporation from any claim it might have against the Owners Corporation in connection with any inability to connect to, or cost associated with connection to, the condenser water system.

31.2. The owner who has connected to the condenser water system must:

(a) carry out any works necessary to connect to, and pay any costs associated with the connection to, the condenser water system;
(b) pay its costs under this by-law;
(c) properly maintain and, where necessary, replace the condenser water system;
(d) repair damage to the common property caused by exercising rights under this by-law;

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(e) comply with the requirements of Government Agencies for condenser water system; and
(f) effect adequate public liability insurance for the condenser water system as reasonably required by the Owners Corporation; and
(g) indemnity the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using the condenser water system.

31.3. The Owners Corporation must give owners or occupiers who connect to and use the condenser water system regular accounts for their costs under this by-law. The Owners Corporation may:

(a) include the account in notices for the owner's administrative and sinking fund contributions; and
(b) require the owner or occupier to pay their account in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

31.4. Owners of lots where the occupier has connected to the condenser water system are jointly and severally liable for any such costs with the occupier.

31.5. The owners of the commercial lots must pay their costs under this by-law in shares proportional to the unit entitlements of the commercial lots.

32. Damage to common property

32.1. You must:

(a) use common property equipment only for its intended purpose;
(b) immediately notify the Owners Corporation if you know about damage to or a defect in common property; and
(c) compensate the Owners Corporation for any damage to common property caused by you or your visitors.

32.2. You must have consent from the owners corporation to:

(a) interfere with or damage common property or personal property of the Owners Corporation;
(b) use common property as your own garden
(c) remove equipment or other articles from common property;
(d) interfere with the operation of common property equipment; or
(e) modify an air conditioning unit, ventilation system or associated ducting (even if they are in your lot). The Owners Corporation cannot unreasonably withhold its consent.

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33. Agreement with the Building Manager

33.1. In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with the building manager to provide management and operational services for Bauhaus Apartments.

33.2. The term of the agreement may be up to 5 years with two options of up to 3 years each. The agreement may have provisions about:

(a) the rights of the Owners Corporation and Building Manager to terminate the agreement early; and
(b) the Building Manager's rights to assign the agreement.

33.3. The Building Manager's remuneration for the first year of the agreement must be not more than a reasonable market rate. The Building Manager's remuneration for subsequent years of the agreement may be increased as agreed between the Owners Corporation and the building manager.

33.4. The Building Manager's duties under the agreement may include:

(a) caretaking, supervising and servicing common property;
(b) supervising the cleaning, repair, maintenance, renewal or replacement common property and personal property of the Owners Corporation;
(c) arranging for the collection and removal of garbage from residential lots stored in common property garbage rooms;
(d) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink service;
(e) providing a letting, property management and sales service for owners and occupiers (at the owners' or occupiers' cost);
(f) supervising employees and contractors of the Owners Corporation;
(g) supervising Bauhaus Apartments generally; and
(h) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Bauhaus Apartments.

33.5. The Owners Corporation must have the Building Manager's consent to have more than one agreement under this by-law at the same time.

34. The Building Manager's office

34.1. The Owners Corporation may grant to the Building Manager any one or more of the following:

(a) use of any common property office in Bauhaus Apartments;
(b) a special privilege to carry out lawful commercial activities from the office including, but not limited to, a property management service; or

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(c) a special privilege to put signs on common property with consent from the Owners Corporation.

34.2. The Owners Corporation or the Building Manager may:

(a) install equipment at the office including, without limitation, equipment for the property management services, caretaking, maintenance and security of Bauhaus Apartments; and
(b) make minor alterations to common property to install the equipment.

34.3. If a licence to use the office is given to the Building Manager, then it must contain a condition that the Building Manager must:

(a) keep the office clean and tidy and in good repair and condition;
(b) properly maintain the office and equipment the owner installs in the area (but not structural maintenance);
(c) give the Owners Corporation access to the office to allow the Owners Corporation to perform its functions under this by-law; and
(d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law.

34.4. The Owners Corporation must:

(a) carry out structural maintenance and repairs to the office; and
(b) where necessary, replace the office.

35. The Building Manager and you

You must not:

(a) interfere with or stop the Building Manager performing its duties; or
(b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

36. Services provided by the Owners Corporation

36.1. In addition to its powers under the Act, the Owners Corporation has the power to supply services to each lot in Bauhaus Apartments including but not limited to, hot and cold water, gas, air conditioning, condenser water, telephone, television and other communications.

36.2. The Owners Corporation may have agreements with third parties about the installation, operation, maintenance, repair and replacement of services.

36.3. The Owners Corporation may make agreements with owners and occupiers about paying for services supplied under this by-law.

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37. Insurance premiums

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

37.2. If the Owners Corporation gives you consent under this by-law, it may make conditions that, without limitation, require you to reimburse the Owners Corporation for increased premium.

38.Exclusive use of recreational facilities

38.1. This by-law gives the owners of residential lots exclusive use of the recreational facilities. The purpose of the by-law is to allocate the exclusive use of and the costs of maintaining the recreational facilities to the owners of residential lots.

38.2. This is an exclusive use and special privilege by-law according to division 4, part 5 in chapter 2 of the Act. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the owners who have the exclusive use and special privilege rights.

38.3. Subject to by-laws 38.4 and 38.5, the owners of the residential lots have exclusive use of the recreational facilities.

38.4. The exclusive use areas exclude:

(a) common property of which another owner(s) has exclusive use rights or special privileges under the by-laws;
(b) common property that a person has a lease or licence to use (providing that person must maintain, repair and replace the leased or licensed area); and
(c) services and structural slabs, columns or other structure which benefit another Building, common property open space or utility areas outside Bauhaus Apartments.

38.5. The owners of the residential lots must maintain and clean the recreational facilities.

38.6. The owners of the residential lots must repair damage to recreational facilities caused by exercising rights under this by-law.

38.7. Owners of the residential lots who use the recreation facilities must:

(a) comply with any Rules made by the Owners Corporation about the use of the recreational facilities, which may include rules about the permitted hours of use of recreational facilities, booking the use of the recreational facilities and owners conduct and behaviour when using the recreational facilities;
(b) not cause a nuisance to other owners; and
(c) remove their property and rubbish when they leave the recreational facilities.

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38.8. The owners of the residential lots must:

(a) reimburse the Owners Corporation for its costs under this by-law;
(b) pay their costs under this by-law on time;
(c) give the Owners Corporation access to their lots and recreational facilities so that the Owners Corporation may comply with its obligations under the by-laws and the Act; and
(d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using the exclusive use recreation facilities.

38.9. The Owners Corporation must give owners of the residential lots regular accounts for their costs under this by-law. The Owners Corporation may:

(a) include the account in notices for an owner's administrative and sinking fund contributions; and
(b) require the owner to pay their account in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

38.10. The Owners of the residential lots must pay their costs under this by-law in shares proportional to the unit entitlements of the residential lots.

39. [Repealed]

40. Rules

40.1. The initial rules for Bauhaus Apartments are set out in the attachment marked "A" to these by-laws.

40.2. The Owners Corporation may make rules about the security, control, management, operation, use and enjoyment of Bauhaus Apartments and the common property, but they must not be inconsistent with these by-laws.

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

40.4. Rules may be made or changed by the executive committee. The Owners Corporation may direct the executive committee to make or change a rule by ordinary resolution at a general meeting.

40.5. You must comply with the Rules.

41. Consents by the Owners Corporation

41.1. The Owners Corporation may make conditions when it gives you consent to do things under the by-laws. You must comply with the conditions.

41.2. The Owners Corporation may revoke its consent if this is practicable.

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42. Rights of the Owners Corporation if you do not comply with the by-laws

42.1. The Owners Corporation may do anything on your lot that you should have done under the by-laws but which you have not done or have not done properly.

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

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

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

42.4. The powers of the Owners Corporation under this by law are in addition to those that it has under the Act.

43.Applications and complaints

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

44. False Alarm

a. This by-law makes Owners and Occupiers of lots liable for the cost of false alarm call-outs to lots of the Fire Brigade when smoke detectors are activated as a result of activation unrelated to a fire or if in the opinion of the New South Wales Fire Brigades Fire Alarms Management the alarm call out to the property was as a result of an inappropriate activation of the alarm from within a Lot. Whatever costs related to the call out and rectification of the problems associated with smoke detectors incurred by the Owners Corporation shall be borne and paid by the Lot Owner.

b. If the Lot Owner fails to reimburse the Owners Corporation then the Owners Corporation may debit the costs to the Lot Owners levy account as if it were a contribution and recover the costs as if they were contributions under the Strata Schemes Management Act.

45. Air - Conditioning

1. For the purposes of this by-law:

1.1 "**Owners**" means the owners or occupiers of lots in Strata Plan 67253.
1.2 "**Owners Corporation**" means the Owners Corporation of Strata Plan 67253.
1.3 "**Executive Committee**" means the Executive Committee of Strata Plan 67253.
1.4 "**Common Property**" means the common property of Strata Plan 67253.

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1.5 "**Strata Manager**" means Dynamic Property Services or any other strata manager appointed by the Owners Corporation.

2. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996 ("the Act"), they will have the same meaning as those words that are attributed under the Act.

3. Where in this by-law the Owners Corporation is empowered to take any action, it may do so at its reasonable discretion.

4. Owners may apply for approval to install air-conditioning units within their lot and not visible externally *(from any public vantage point),* which approval, subject to the following, will not be unreasonably withheld.

5. All applications for the installation of an air-conditioning unit are to be made by the Owner to the Executive Committee via the Strata Manager

6. The Owner will provide to the Executive Committee:

6.1 The proposed make and model of the air-conditioning unit and, where applicable, a pamphlet from the supplier;
6.2 The proposed location of the air-conditioning unit;
6.3 Evidence that the energy or power used will not overload the energy or power to the building generally and other lots within the building.
6.4 Evidence that the noise emanating from the air-conditioning unit will not infringe on the quiet enjoyment of other Owners;
6.5 Details of which supplier and/or installer it is proposed the Owner will use. This supplier should certify that Clauses 6.3 and 6.4 above will be met.

7. Owners who propose to install air-conditioning units to their lots must ensure that the air-conditioning units comply with the following:

7.1 External air-conditioning units must not be visible from any vantage point external to the lot and must be standard cream colour.
7 .2 External air-conditioning units must be mounted in suitable anti vibration mounts to the *balcony* floor as far as possible from the external balustrade and in accordance with the manufacturer's instructions;
7. 3 The location of the condenser is to be set on the ground at the back against the wall and glass doors. This will be the corner away from the entry/exit of these doors. The position must match the position of the installations on balconies above and below.
7.4 A condensate drain from the external unit is to be installed so as to convey water to the stormwater grate or downpipe on the terrace in a way that will not provide obstruction, compromise the safety of the users of the terrace or compromise the structural integrity of the building;
7.5 Condensate from the internal unit must drain in sealed pipework to the external unit as per the manufacturer's requirements.

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7.6 The external duct work must be painted to match the surrounds in each stage. Paint colours on balconies include green, terracotta, and beige, black and white on the balconies.

7.7 The duct must be routed to hide into the corners and ledges where possible. The duct route must match the route of the installations above and below.

7.8 Any alternative to 7.6 above requires the consent of the Executive Committee, which consent will not be unreasonably withheld;

7.9 Air-conditioning units are to be operated within the times required by the Council and the Environment Protection Authority;

7.10 Air-conditioning units must comply with the requirements, notices or orders or any relevant statutory authority, government agency or regulatory body and the Owner will seek and obtain all necessary approvals;

7. 11 All wall penetrations are to be made weatherproof and watertight. The penetration must be kept to a minimum and be either at the very top or very bottom of the wall. Floor penetrations are not permitted.

7.12 An Owner is entitled to use only the existing water drainage systems, unless the Owner has the express prior written consent of the Owners Corporation

8. If the Owners Corporation engages an expert to consider the Owner's application for installation of the air-conditioning unit, any fee relating to that expert report will be paid by the applicant Owner.

9. If the expert engaged the Owners Corporation forms the view that the proposed air-conditioning unit to be installed by the Owner is inappropriate, the Owners Corporation reserves the right to recommend the brand and type of air-conditioner recommended by the expert.

10. Any work in relation to the air-conditioning unit is to be performed at a time which will cause the least inconvenience to other Owners.

11. The responsibility for the repair of any damage sustained by the Common Property at the time of installation of an air-conditioning unit is that of the Owner, who is also to bear the costs of such repair.

12. Any cost of construction, installation, repair, maintenance, and replacement of the air-conditioning unit, as well as restoration if removed and not replaced, whether within the premises or forming part of Common Property, will be paid for by the Owner.

13. In the event an overloading of the power occurs due to use of the air-conditioning unit, the Owner(s) or the Lot(s) responsible for the overloading shall be required to pay the cost of rectifying and remedying any damage caused and paying any and all costs involved that would be otherwise payable by the Owners Corporation.

14. Any Owner installing an air-conditioning unit will keep insured as if it were contents of the lot and will not make any claim upon the Owners Corporation's insurance, in the event that there is an insurable claim.

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15. The Owners Corporation reserves the right to direct the Owner to repair or replace the air-conditioning unit in the event the Owners Corporation is of the opinion the air-conditioning unit is in need of repair or replacement or is a danger to Owners or their invitees.

16. If the Owner fails to comply with Clause 15 above within 3 months of a written request by the Executive Committee to the Owner, then the Owners Corporation may, through the Executive Committee or Strata Manager:

    a. carry out all work necessary to perform that obligation;
    b. enter upon any part of the parcel to carry out that work; and
    c. recover from the Owner any costs in relation to carrying out that work.

17. The Owner will sign all documents and do all things necessary to facilitate the carrying out of Clause 16 above, including facilitating access to the Lot.

18. Owners who have installed air-conditioning units prior to the registration of this by-law will, if requested by the Owners Corporation, satisfy the Owners Corporation that their installation complies with the terms of this by-law.

19. Owners who satisfy the Owners Corporation that their installation complies with the terms of this by-law remain subject to Clauses 10-17 of this by-law.

20. If the Owners Corporation is not satisfied that an installation made prior to the registration of this by-law complies with the terms of this by-law, the Owners Corporation may give notice to the Owner to comply with the by-law and the Owner will take all reasonable steps to do so as soon as is practicable

21. If the Owner fails to comply with Clause 20 above, then the Owners Corporation may, through the Executive Committee or Strata Manager:

    a. carry out all work necessary to perform that obligation;
    b. enter upon any part of the parcel to carry out that work; and
    c. recover from the Owner any costs relating to carrying out that work.

22. The Owner will sign all documents and do all things necessary to facilitate the carrying out of Clause 21 above, including facilitating access to the Lot.

23. The Owner shall indemnify and keep indemnified the Owners Corporation against the following, arising directly or indirectly from the installation, maintenance or replacement of any air-conditioning unit, from the use of the relevant areas of the common property or from the failure to comply with this by-law:

    23.1 All actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
    23.2 Any sum payable by way of increased premiums;

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23.3 Any costs or damages incurred by or for which the Owners Corporation is or becomes liable.

46. Lease to Telstra Corporation Limited

46.1 Pursuant to section 25 of the Strata Schemes (Freehold Development) Act 1973 the Owners Corporation may enter into leases ("Telstra leases") with Telstra Corporation Limited A.C.N. 051 775 556 ("Telstra") in relation to the installation, removal, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, access to and operation of telecommunications equipment on that part of the common property of the Bauhaus Apartments situated at 209-211 Harris St, Pyrmont, NSW marked "a", "b" and "c" on the plans attached hereto and marked "B" ("the Telstra area"). These leases shall be registered on the title to common property with LPI.

47. [Repealed]

48. Removals in Building

1. Carrying out Removals
In this by-law, "removals" refers to the Owner or Occupier of a lot directly or indirectly transporting any goods, furniture or other large objects either:
i) To and from lots;
ii) In and out of the tower; or
iii) Through common property.

(a) Removals must only take place on weekdays and only within the permitted hours as determined by the Owners Corporation from time to time.

(b) Removals are not to be carried out on weekends or public holidays unless authorized by the Building Manager in exceptional circumstances.

(c) Notice is to be provided to the Building Manager in writing within a reasonable time (at least 24 hours) before the removals are carried out including to book the service lift if applicable and to give notice of any necessary security arrangements.

(d) Where removals do not involve the use of the same level, the service lift of the tower will be used.

(e) All removal vehicles are to be parked in the loading bay on Ada Place or as directed by the Building Manager.

(f) All areas are to be protected from damage when carrying out removals and all rubbish is to be removed from the strata scheme and its surrounds.

(g) All goods, furniture and other large objects are to be transported in the manner reasonable directed by the Owners Corporation

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(h) Prior to removals being carried out, the owner/occupier must arrange with the Building Manager for an inspection of the state of repair of the lift or those parts of the common property through which the removal is to take place. The Building Manager and the Owner/Occupier will sign an Inspection Report. The lift and common property areas will be inspected by the Building Manager.

(i) The Building Manager will conduct an inspection upon completion of the removal. The cost of repair to any common property which has been damaged is to be deemed a contribution of the lot which conducted the removals and will be charged to that account, recoverable as if it were a contribution under the Strata Schemes Management Act 1996 ("the Act")

2. Bond

From the time of making this by-law, an Owner of a lot whose occupancy changes must:

(a) Notify the Owners Corporation in writing of the change in occupancy of the lot;

(b) Pay to the Owners Corporation an amount of $500 - $1,000 (or any other amount the executive committee, Building Manager or Strata Manager may decide from time to time) which is:

(i) To be held by the Owners Corporation as a bond during the removal or delivery of goods and furniture through the Common Property areas and lifts when the occupancy of the lot changes;
(ii) To be applied by the Owners Corporation towards the cost of rectifying any damage to any part of Common Property including the foyer and lifts; and
(iii) To be refunded to the Owner in whole or, if any part is applied pursuant to this by-law, then only as to the balance.

(c) If, in the reasonable discretion of the Building Manager or Strata Manager, security is required during the removal, the cost of that security is to be borne by the Owner or Occupier.

3. Right to Remedy Default

If an Owner or Occupier of a lot damages any part of the Common Property when carrying out removals, and fails to make good that damage immediately after it has occurred, THEN the Owners Corporation may:

(a) Carry out all work necessary to perform that obligation;

(b) Enter upon any part of the parcel to carry out that work;

(c) Recover the costs of carrying out that work pursuant to Part 2 of this by-law from the Owner of the lot concerned, even if their Occupier caused the damage;

(d) The Owner/Occupier must do all things and sign all necessary documents to facilitate the carrying out of 2 (a) - (c) above; and

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(e) In the event the Owner does not comply with clause 3(d), the Owners Corporation shall be entitled, in its reasonable discretion, to remove and dispose of the belongings of the Owner/Occupier and any cost of doing so shall be borne by the Owner/Occupier and recoverable as if the cost were a contribution under the Act.

49.Service of Documents on Owner of Lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

50.Avoiding Overcrowding of Lots[1]

(1) The Owner or Occupier of a Lot must not, without the prior consent of the owners corporation, permit more than 2 adults to stay overnight in the Lot for each bedroom in the Lot.

Formula for number of persons residing within an apartment is below:

One bedroom apartment = Maximum 2 Adults
Two Bedroom Apartment = Maximum 4 Adults
Three Bedroom Apartment = Maximum 6 Adults

(2) For the purpose of this by-law:

a. Consent is not required where persons are staying for not more than 2 consecutive nights.

b. A bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard or terrace area (whether or not enclosed); and

c. A bedroom does not include any additional rooms created by the erection of any wall or partition installed since the registration of the strata plan.

(3) Such consent may be subject to conditions and may be given by the strata managing agent (subject to any policies or guidelines of the owners corporation) but such consent by the strata managing agent shall not be to extend the number of consecutive days permitted beyond 5 days unless the strata manager is otherwise expressly authorised by the owners corporation.

(4) Where the owners corporation has reasonable grounds to suspect that an Owner or Occupier may have breached (1) the Owner or Occupier shall be required to give access to the lot for the purpose of an authorised representative of the owners corporation to inspect the lot to:

a. ascertain whether such breach has occurred; and

[1] *Please note the previous By-Law 50 Ceilings and Floor Coverings is now By-Law 55*

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b. ascertain whether any wall or partition has been erected since the registration of the strata plan.

(5) Where the owners corporation has reasonable grounds to suspect that an Owner or Occupier of a lot may have breached (1) and a wall or partition has been erected since the registration of the strata plan, the Owner shall at the Owner's cost remove the such wall or partition within 21 days of receiving a written demand by the owners corporation requiring its removal and the Owner and Occupier shall thereafter grant access to an authorised representative of the owners corporation to confirm the fact of such removal.

(6) An Owner or Occupier of a lot who breaches (1), (4) or (5) shall be liable to reimburse the owners corporation all costs and expenses incurred in respect of:

a. obtaining evidence of such breach;

b. giving or issuing any notice in respect of such breach or in respect of the removal of any wall or partition;

c. obtaining legal advice in respect of such notice or breach; and

d. enforcing this by-law.

(7) For the purpose of (6) costs and expenses include any costs and expenses charged by any strata managing agent as may be associated with such breach.

51. Shade Sails on Balconies

The Owners of Lots 123, 124 and 125 may install or retain shade sails above their respective balconies and may attach fittings to the common property for this purpose, subject to the following conditions:

(1) Such sails and their fittings are to be maintained in a good, safe and clean condition;

(2) All works associated with the sails, their cleaning and maintenance are to be carried out by qualified persons and in a workmanlike manner, causing minimum interference to the common property;

(3) In the event that the condition of the sails deteriorate so as to adversely impact the appearance of the building the lot owner shall replace or remove the sails;

(4) Any replacement of the sails must be with sails of a substantially similar design, colour and appearance to those being replaced;

(5) In the event that the sails are altered or are not replaced the common property shall be made good to the reasonable satisfaction of the owners corporation;

(6) The respective lot owner shall, upon reasonable notice, be responsible to temporarily remove and then reinstate their sail when required by the owners corporation for the painting, cleaning, repair or maintenance of common property;

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(7) In breach of (4), the owners corporation may, at its own choice, either:

a. Remove the sail for the period required and then replace it, holding the lot owner responsible for the reasonable costs thereof; or

b. Without removing the sail, hold the lot owner responsible for any additional costs in carrying out work that arises from the breach.

(8) The sails installed are not in breach of any law.

(9) The lot owner shall indemnify the owners corporation for any loss, expense or liability suffered which arises directly or indirectly from the sails including any liability under Section 65(6) of the Strata Schemes Management Act 1996 for damage to the improvements installed in the course of the works.

52. Restrictions on Use of Lots

(1) The Owners and Occupiers acknowledge and agree that the Strata Scheme is a residential strata scheme and, accordingly, no Owner or Occupier may use the Lot or permit the Lot to be used for commercial purposes.

(2) Clause (1) of this by-law does not prohibit the use of part of a Lot by an Owner or Occupier as a personal study or for the conduct within the Lot of the personal business of an Owner or Occupier (or their associated corporate entity) provided that such business does not involve the engaging of persons (whether as employees or otherwise) in some activity within the Lot where those persons are not otherwise Owners or Occupiers of that Lot.

(3) Clause (2) of this by-law does not authorised the carrying on of any business or activity which would be likely to, result in more than four persons (who are not Owners or Occupiers) entering the Lot in any 24 hour period.

(4) For the avoidance of doubt, the granting for financial return of a licence or permission to use or occupy a Lot for a period of less than three months duration and otherwise than as a lease to which the *Residential Tenancies Act* 2010 applies, is a commercial use of the Lot and an Owner or Occupier of a Lot must not grant for financial return a licence or sub-licence of the Lot for any period of less than three months duration.

(5) If a lessee, licensee or an Occupier of a Lot commits a breach of this by-law, the Owner shall, upon becoming aware of the same, immediately and at their own expense take steps to terminate such lease, licence or occupation and compel the expulsion of the offending party from the Lot.

(6) Notwithstanding clause (2), an Owner or Occupier of a Lot must not:

(a) carry on any business in the Lot in contravention of:

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(i) any condition of the development approval for the development of the site now occupied by the Strata Scheme; or
(ii) the zoning for the Lot; or
(iii) any development control plan, local environment plan or other instrument under the *Environmental Planning* & *Assessment Act 1979,* or any statute amending or replacing the same, encompassing or affecting the Strata Scheme; or

(b) use or permit the Lot to be used as or for:

(i) backpacker or hostel accommodation;
(ii) a boarding house;
(iii) a motel, hotel, bed and breakfast or similar accommodation;
(iv) a serviced apartment;
(v) a brothel, massage parlour or escort agency;
(vi) the supply or use of prohibited drugs or substances;
(vii) temporary refuge or crisis accommodation as described in section 8(1) of the *Residential Tenancies Act* 2010; or
(viii) any like activity.

(9) This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:

(a) the *Environmental Planning* & *Assessment Act 1979* and Regulations thereunder or any Act or Regulations replacing the same;

(b) any conditions of any consent given by Sydney City Council in connection with the development approval for the development of the site now constituted by the Strata Scheme;

(c) the *Strata Schemes (Freehold Development) Act 1973* or the Act and Regulations thereunder or any Act or Regulations replacing the same; and

(d) generally, at law.

53. Automatic Sliding Door

PART 1
GRANT OF RIGHT

1.1 An Owner has the right to carry out the Works at its own cost subject to Part 3 of this by-law. The Purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made.

1.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 2
DEFINITIONS & INTERPRETATION

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In this by-law, unless the context otherwise requires or permits:

Act means Strata Schemes Management Act 1996
Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
Council means City of Sydney Council
Exclusive Use Area means the common property areas reasonably required to keep the Works.
Insurance means:

i. Contractors all risk insurance in the sum of $10,000,000;
ii. Workers compensation insurance.

Lot means any lot in strata plan 67253.
Owner means the owner of part Lot 10 (proposed lot 144) from time to time.
Owners corporation means the owners corporation created by the registration of strata plan registration no.67253
Works mean the installation of automatic sliding doors to the external glass façade of Lot 10. The door will be 1100mm wide as per the outlined graphic shopfront elevation attached and marked "C" to these by-laws.

In this by-law, unless the context otherwise requires:

a) the singular includes plural and vice versa;
b) any gender includes the other genders;
c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996 and Strata Schemes (Leasehold Development) Act 1986; and
d) references to legislation includes references to amending and replacing legislation.

PART 3
CONDITIONS

PART 3.1 Before Commencement

3.1.1 The Owner of a Lot is not required to undertake the Works or take possession of the Exclusive Use Area contemplated in this by-law.

3.1.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works and take possession of the Exclusive Use Area under this by-law.

3.1.3 The Owner jointly and severally warrants, at all times:

(a) (**financial resources**) it has or may obtain the financial resources to conduct the Works and indemnify the Owners Corporation pursuant to the terms of this by-law;

(b) (**insurances**) it shall maintain the insurances referred to in clause 3.1.4(d) in accordance with this by-law to prevent any actual or perceived detriment to the Owners Corporation;

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(c) (**no contravention**) the Owner shall not contravene any of the provisions of any law to which it is subject or any requirements of any Authority to which it or the Owners Corporation is or may be subject;

(d) (**structural integrity etc)** the Owner or its employees, agents or servants shall not risk or compromise the structural integrity, fire rating, sound or other insulation of the Building;

(e) (**health & safety**) the Owners or its employees, agents or servants shall not create, cause, maintain or permit any health or safety hazard; and

(f) (**heritage**) the Owner shall ensure that the heritage fabric and theme of the Building is preserved.

(h) **(EC consent)** the lot owner shall submit the final Development Application to the Executive Committee for their review and approval prior to submission to council.

3.1.4 Before commencement of the Works the Owner must:

a) obtain approval for the location, type and size of the Works from the owners corporation, such approval not to be unreasonably withheld;

b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;

d) effect and maintain Insurance and provide a copy to the Owners Corporation;

PART 3.2 During installation

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

a) use duly licensed employees, contractors or agents to conduct the Works;

b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

c) use reasonable endeavour to cause as little disruption as possible;

d) perform the Works during times reasonably approved by the Owners Corporation;

e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;

f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

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g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

h) ensure that the 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 happens the Owner must rectify that interference or damage within a reasonable period of time;

i) 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

j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

After the Works have been completed the Owner must without unreasonable delay:

a) notify the Owners Corporation that the Works have been completed;

b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works 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 approve the Works;

d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;

e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with;

PART 3.4 Enduring rights and obligations

The Owner:

a) must maintain, replace and keep in good and serviceable repair the Works installed by them;

b) must maintain and upkeep those parts of the common property in contact with the Works;

c) remains liable for any damage to lot or common property arising out of the Works; and

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d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Works and without limitation of any liability.

PART 3.5 Failure to comply with this by-law

If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

a) carry out all work necessary to perform that obligation;

b) recover the costs of such work from the Owner; 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 or certification.

PART 3.6 Applicability

3.6 For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the Lot.

PART 3.7 Invalidity, severability

3.7.1 If any one or more of the provisions contained in this by-law shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable.

3.7.2 If this by-law is void, whether in whole or in part, then the Owners Corporation and the Owner shall, as is necessary, either:

(a) prepare and register an amendment to this by-law; or

(b) prepare an entirely new by-law,

to effect and complete the intention of the Owner and Owners Corporation as evidenced by this by-law.

54. Proposed Signage

PART 1 GRANT OF RIGHT

1.1 An Owner has the right to carry out the Works at its own cost subject to Part 3 of this by-law. The Purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made.

1.2 The Owner has the exclusive use of the Exclusive Use Area.

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PART 2 DEFINITIONS & INTERPRETATION

In this by-law, unless the context otherwise requires or permits:

Act means Strata Schemes Management Act 1996.
Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.
Council means City of Sydney Council
Exclusive Use Area means the common property areas reasonably required to keep the Works.
Insurance means:

i. Contractors all risk insurance in the sum of $10,000,000;
ii. Workers compensation insurance.

Lot means any lot in strata plan 67253.
Owner means the owner of part Lot 1 from time to time.
Owners corporation means the owners corporation created by the registration of strata plan registration no.67253
Works mean the installation of one sign under the existing awning and the placement of door and window graphics as per the proposed signage graphics attached and marked "D" to these by-laws.

In this by-law, unless the context otherwise requires:

a) the singular includes plural and vice versa;
b) any gender includes the other genders;
c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 1996 and Strata Schemes (Leasehold Development) Act 1986; and
d) references to legislation includes references to amending and replacing legislation.

PART 3 CONDITIONS

PART 3.1 Before Commencement

3.1.1 The Owner of a Lot is not required to undertake the Works or take possession of the Exclusive Use Area contemplated in this by-law.

3.1.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works and take possession of the Exclusive Use Area under this by-law.

3.1.3 The Owner jointly and severally warrants, at all times:

(a) (**financial resources**) it has or may obtain the financial resources to conduct the Works and indemnify the Owners Corporation pursuant to the terms of this by-law;

(b) (**insurances**) it shall maintain the insurances referred to in clause 3.1.4(d) in accordance with this by-law to prevent any actual or perceived detriment to the Owners Corporation;

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(c) (**no contravention**) the Owner shall not contravene any of the provisions of any law to which it is subject or any requirements of any Authority to which it or the Owners Corporation is or may be subject;

(d) (**structural integrity etc**) the Owner or its employees, agents or servants shall not risk or compromise the structural integrity, fire rating, sound or other insulation of the Building;

(e) (**health & safety**) the Owners or its employees, agents or servants shall not create, cause, maintain or permit any health or safety hazard; and

(f) (**heritage**) the Owner shall ensure that the heritage fabric and theme of the Building is preserved.

3.1.4 Before commencement of the Works the Owner must:

a) obtain approval for the location, type and size of the Works from the owners corporation, such approval not to be unreasonably withheld;

b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;

d) effect and maintain Insurance and provide a copy to the Owners Corporation;

PART 3.2 During installation

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

a) use duly licensed employees, contractors or agents to conduct the Works;

b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;

c) use reasonable endeavour to cause as little disruption as possible;

d) perform the Works during times reasonably approved by the Owners Corporation;

e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;

f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;

g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

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h) ensure that the 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 happens the Owner must rectify that interference or damage within a reasonable period of time;

i) 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

j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

PART 3.3 After construction

After the Works have been completed the Owner must without unreasonable delay:

a) notify the Owners Corporation that the Works have been completed;

b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works 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 approve the Works;

d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;

e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with;

PART 3.4 Enduring rights and obligations

The Owner:

a) must maintain, replace and keep in good and serviceable repair the Works installed by them;

b) must maintain and upkeep those parts of the common property in contact with the Works;

c) remains liable for any damage to lot or common property arising out of the Works; and

d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Works and without limitation of any liability.

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For clarity this Part 3.4 applies to all Works installed prior to and after this by-law being made.

PART 3.5 Failure to comply with this by-law

If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

a) carry out all work necessary to perform that obligation;

b) recover the costs of such work from the Owner; 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 or certification.

PART 3.6 Applicability

3.6 For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the Lot.

PART 3.7 Invalidity, severability

3.7.1 If any one or more of the provisions contained in this by-law shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable.

3.7.2 If this by-law is void, whether in whole or in part, then the Owners Corporation and the Owner shall, as is necessary, either:

(a) prepare and register an amendment to this by-law; or

(b) prepare an entirely new by-law,

to effect and complete the intention of the Owner and Owners Corporation as evidenced by this by-law.

55. Ceilings and Floor Coverings

Ceilings

(1) So as to maintain acoustic performance, an Owner or Occupier must not:
(a) remove any insulation installed in the ceiling void of a Lot; or
(b) alter the ceiling height of any part of a Lot,
without the prior consent of the Owners Corporation.

Floor Coverings

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(2) An Owner must ensure that all floor space within the Lot is covered (or otherwise treated) to an extent sufficient to prevent transmission of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

(3) By-law 55.2 does not apply to floor space comprising a kitchen, laundry, lavatory, bathroom, tiled apartment entry (not exceeding 2 metres beyond the entry doorway) or other area tiled at the time of registration of the Strata Plan creating the Scheme (hereinafter referred to as "Exempt Areas").

(4) Owners and Occupiers must ensure that chairs and other moveable furniture used or standing on any floor coverings other than carpet (with underlay) are fitted and maintained with rubber, felt or similar cushioning material such as prevent the transmission of disturbing noise caused either by the moving of such furniture or by contact of items therewith.

Changes to Floor Coverings

(5) Without limiting the operation of other provisions herein or other by-laws, Lot Owners and Occupiers are required to comply with the Building Code of Australia, Council regulations and other laws to the extent that they control or regulate the use of timber, tile or other hard flooring or to the transmission of sound through flooring.

(6) An Owner or Occupier must not cover the floor of a Lot with tiles, timber flooring or any other product which may be likely to cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

(7) By-law 55.6 does not apply to Exempt Areas.

(8) Without limiting the requirements of this by-law, if an Owner or Occupier wishes to use a floor covering or finish within a Lot other than carpet (with underlay) and other than in an Exempt Area, the impact insulation rating of the installed floor system must have a weighted normalised impact sound pressure level with spectrum adaptation term Ln.w+C1 of not greater than 48dB measured under ISO140-6 rated in accordance with ISO 717-2 or a weighted standardised impact sound pressure level with spectrum adaptation term LnT.w+C1 of not greater than 48dB measured in accordance with ISO140-7 and rated to ISO 717-2.

(9) If an Owner or Occupier installs or replaces flooring in a Lot, the Owner or Occupier (as the case may be) must:

(a) do so promptly from commencement of the works;

(b) cause as little inconvenience as possible to other Owners and Occupiers;

(c) promptly rectify any damage caused to Common Property or any other Lots in undertaking such works; and

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(d) unless within an Exempt Area or installing carpet (with underlay), within 21 days of completion of the installation, provide a written report by an acoustic engineer confirming that the installed floor finish complies with:
   (i) the relevant requirements for noise transmission set out in the Building Code of Australia, or the standard set out in by-law 55.8 (whichever is the more stringent standard); and
   (ii) any Council regulations and relevant requirements for noise transmission.

(10) Where flooring, other than carpet (with underlay), has been installed in any area that is not an Exempt Area, the Owner of the Lot must hereafter at that Owner's own cost provide a regular report from an acoustic engineer certifying that the installed floor finish continues to comply with:

(a) the relevant requirements for noise transmission set out in the Building Code of Australia, or the standard set out in by-law 55.8 (whichever is the more stringent standard); and

(b) any Council regulations or other relevant requirements for noise transmission.

(11) For the purpose of by-law 55.10 such regular reports shall be provided in not less than 5 yearly intervals, the first such report being due as follows:

(a) where such flooring has been installed before the date that this by-law becomes registered, by 1 July, 2014; and

(b) in any other case, within the 21 days provided by by-law 55.9(d)

(12) An Owner or Occupier of a Lot that might be affected by the transmission of noise must provide to an acoustic engineer access to the Lot on not less than 7 days' notice so as to enable the preparation of any report required under this by-law. Should the Owner or Occupier of a Lot fail on due notice to grant access as required herein, the Owner responsible to provide shall report shall be allowed such further time to submit the report as the delay in obtaining access occasions.

56. Over-the-Bonnet Storage Cabinet

1. An Owner may only install an Over-The-Bonnet storage cabinet in the car space associated with their Lot with the Owners Corporation approval such that Common Property, essential services and areas outside of the Lot boundary are not affected by the installation.

2. All requests for installation of an Over-The-Bonnet storage cabinet must be on the approved application form submitted to the building manager and the storage cabinet installed must conform to the approved design, concept, dimensions, colour, materials and stability of such cabinets. Only one storage cabinet may be installed in a single car space. Lots with more than one car space may install one storage cabinet in each car space associated with the Lot.

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3. Upon seeking the consent of the Owners Corporation an owner may be required to pay a bond not exceeding $2000 as security for any costs that may be incurred by the Owners Corporation which is:
   a. to be held by the Owners Corporation as a bond during the installation or removal of the storage cabinet through the Common Property;
   b. to be applied by the Owners Corporation towards the cost of rectifying any damage to any part of Common Property to the reasonable satisfaction of the Strata Committee and building manager; and
   c. to be refunded to the Owner in whole or, if any part is applied pursuant to this by-law, then only as to the balance.

4. An Owner or Occupier or any Authorised user must give the Owners Corporation access to any Storage Area and if required, temporarily relocate or move their storage cabinet (on the giving of reasonable notice) to access, maintain, repair or replace any pipes or services located within that Owner or Occupier's Storage Area. The Storage Area being the car space and that area surrounding a storage cabinet.

5. Any Over-the-Bonnet storage cabinet must:
   a. not be installed before written approval has been given by the Owners Corporation;
   b. be “The Space Commander” or a comparable storage product as determined from time to time by the Strata Committee;
   c. be installed at the Lot Owners own cost;
   d. be located in an approved position directed by the building manager;
   e. be installed so that the storage container and vehicles remain within the boundary of the lot;
   f. be installed in a professional manner;
   g. be maintained in an ongoing professional manner at the Owners cost;
   h. not be affixed to Common Property or the building structure;
   i. not impede vehicles from parking wholly within their allotted parking space;
   j. not obstruct periodic cleaning of the car park;
   k. not compromise access to building services or safety;
   l. not significantly interfere with lighting, and must not interfere with security lighting;
   m. be consistent with By-Law 4 and By-law 14 and no storage any dangerous or hazardous chemicals is permitted; and
   n. if requested by the Owners Corporation, the storage cabinet to be mounted on lockable casters to access, maintain, repair or replace any pipes or services located within that Owner or Occupier's Storage Area.

6. Maintenance of the storage cabinet is the responsibility of the Owner
   a. The Owner or Occupier of the Lot on which the storage cabinet is installed must indemnify and hold the Owners Corporation harmless from and against any loss or damage sustained by the Owners Corporation as a result of the installation and keeping of the storage cabinet on the Owners Lot and the storage of goods within that storage cabinet.
   b. The Owners Corporation shall not under any circumstances be liable to the Owner or Occupier of a Lot on which a storage cabinet is installed, or to any other owner or occupier, for any loss or damage sustained by that owner or occupier arising out of or as a result of the storage of items in the storage cabinet.

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c. The storage of goods in a storage cabinet by an Owner or Occupier is entirely at the risk of that owner or occupier.

7. The insurance of the storage cabinet and its contents are the responsibility of the Owner or Occupier of the Lot on which it is installed.

8. When an Over-the-Bonnet storage cabinet is removed:
   a. the Owner of the Lot may be required to pay a bond not exceeding $2000 as security for any costs that may be incurred by the Owners Corporation;
   b. it must be removed at the Lot Owners own cost; and
   c. any make good works to common property must be to the same standard as that at the time of installation and be under the supervision of the building manager.

9. An Owner or Occupier or any Authorised User must:
   a. not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
   b. be responsible for the repair of any damage caused to the Storage Area and Common Property as a result of the use of the Storage Area;
   c. ensure that the Storage Area is kept clean and free of rubbish and vermin;
   d. ensure car park ventilation grilles are not obstructed due to stored items;
   e. ensure that storage is kept clear to a minimum of 500mm to the underside of any sprinkler head or other services located within or near any Storage Areas;
   f. ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
   g. provide and maintain their own security locks for the Storage Area.

10. The Owners Corporation reserves the right to withdraw any approval given and to require the removal of the storage cabinet if the Owner or Occupier or any Authorised User commits a material breach of this By-law.

11. Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 37, 38, 43, 45, 46, 47, 48, 49, 52, 53, 54, 55, 57, 58, 61, 62, 67, 70, 71, 72, 73, 74, 75, 76, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 96, 97, 98, 101, 102, 103, 104, 106, 109, 110, 111, 112, 113, 115, 116, 117, 119, 122, 124, 125, 127, 134, 135, 136, 140, 141 and 142 are permitted to install a storage cabinet within their Lot.

12. Lots 8, 9, 15, 16, 19, 20, 21, 32, 34, 35, 36, 39, 40, 41, 42, 50, 51, 56, 59, 60, 63, 64, 65, 66, 68, 69, 77, 78, 79, 80, 81, 94, 95, 99, 100, 105, 107, 108, 114, 118, 120, 121, 123, 126, 128, 129, 130, 131, 132, 133, 134, 138 and 139 are not permitted to install a storage cabinet within their Lot.

57. Lot 133 – Painting of Common Areas

1. The owners corporation has given authority pursuant to Section 108 of the *Strata Schemes Management Act 2015* to the owner of lot 133 (“the owner”), to alter common property, by undertaking:

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(a) the application of paint to common property walls and concrete floors/steps of fire stairs corridor which connects Lot 133 and Lot 132 to their respective private terraces located on level 12. The area is previously not painted (bare render and bare concrete). Water based non-slip paint (colour: Colorbond Basalt grey) will be applied to steps and landing from level 10.5 landing to level 12 landing. Water-based low-sheen paint will be applied to pre-prepared rendered walls (colour: Taubmans Gemini Silver (beige)). Works are described in the attached document (Attachment "E" to these Consolidated By-Laws) and in Drawings of application area, Pictures with Digitally applied colours and Text describing application area and application which form an exhibit to the Minutes of the general meeting held on 9 August 2018 at which this by-law was made; and

(b) Such other works as are necessary for the safe and lawful undertaking of the works referred to in paragraph (a).

2. After the completion of the authorised works referred to in clause 1, the owner will be responsible, at their own expense, for the ongoing maintenance of the alterations and additions to the common property, and the new structures on the common property, made in the course of the authorised works.

3. The authorisation of the owners corporation and this by-law is subject to the Schedule of Conditions.

SCHEDULE OF CONDITIONS

4. In this schedule:
   (a) "Act" means the Strata Schemes Management Act 2015;
   (b) "Authority" means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot (including an accredited certifier under the Environmental Planning and Assessment Act 1979);
   (c) "Lot" means lot 133
   (d) "work" means the work referred to in clause 1 of this by-law;
   (e) Unless the context or subject matter otherwise indicates or requires:
      (i) Reference to the singular includes the plural and vice versa;
      (ii) A thing incudes the whole or part of it;
      (iii) A person includes an individual, a firm, a body corporate, an incorporated association or an authority, or their personal representatives, executors, administrators, successors and assigns;
      (iv) A document includes any amendment or replacement of it;
      (v) "Including" and similar expressions are not words of limitation;
      (vi) Headings are for convenience only and do not affect the interpretation of this by-law;
      (vii) Any expression used in this by-law and which is defined in the Act has the same meaning as that expression has in the Act unless a contrary intention is expressed in this by-law.

Before work is carried out

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5. Before carrying out work, the owner must:
   (a) Obtain and provide to the owners corporation a copy of any requisite approval of any Authority to conduct the works, including any certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979.
   (b) Give to the owners corporation evidence that those persons carrying out the work has:
      (i) Any requisite current licence to conduct the work;
      (ii) Contractors' all risks insurance cover (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $20,000,000);
      (iii) Insurance if required under Section 92 of the Home Building Act 1989;
      (iv) Workers compensation insurance if required by law;
   (c) Give to the owners corporation and each occupier (which can be by way of letter box drop) in the building in which the lot is situated, written notice of the anticipated commencement and completion date of the work, such notice to be given at least 7 days before the commencement of the work;
   (d) If requested by the owners corporation:
      (i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work does not adversely alter the structural integrity of the building, such certification to be in favour of the owners corporation;
      (ii) Give to the owners corporation a dilapidation report prepared by a person approved by the owners corporation and having reviewed the approved application, such a report be in writing and include photographs of any area of the building that may be affected by the work;
      (iii) Pay a bond to the owners corporation in such an amount and on such terms as the owners corporation determines, acting reasonably;

When work is being carried out

6. When carrying out work, the owner must:
   (a) Comply with any condition or requirement of any Authority;
   (b) Do the work in a proper, timely, skilful, and workmanlike manner by using appropriately qualified and licensed contractor, using materials that are suitable for the purpose for which they are used;
   (c) Ensure that any contractors are adequately supervised to ensure compliance with these conditions;
   (d) Ensure that the work complies with applicable Australian Standards and the Building Code of Australia (and in the event of any inconsistency, the Building Code of Australia will prevail);
   (e) Make suitable arrangements with the owners corporation regarding the times and method for the owner's contractor to access the building and the parking of any vehicle of the contractor on the parcel while the works are being conducted;
   (f) In the absence of any limitation imposed by any Authority, only perform the works at the following times:

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(i) all noisy building activities (including, but not limited to, concrete cutting, drilling or constant hammering) between 7am and 6pm Monday to Friday only and 8am to 1pm on Saturday and not on a Sunday or public holiday.

(ii) Any extremely noisy work (such as work involving the use of jackhammer and rotary hammer drills) limited to a single four-hour period between 9am and 3pm per day (that is from Monday to Friday, excluding public holidays);

(g) Transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;

(h) Protect the building both internal and external to the Lot from damage from the conduct of the works (including their removal) and from the transportation of construction material, equipment, debris and other material required to conduct and maintain the works, in a manner reasonably acceptable to the owners corporation including but not limited to laying protective mats on common property floors likely to be affected by the transportation of goods or building materials to and from the Lot and ensuring that power tools are not used to cut materials on common property;

(i) Keep common property access ways to the Lot clean and free from building materials, dust and rubble at all times. No building material or refuse of any kind must be left on common property;

(j) Remove rubbish from the building arising as a result of the works daily and dispose of the rubbish in a manner approved by the owners corporation and not, unless approved, in any of the rubbish bins for the building;

(k) Subject to any safety requirements, keep the entrance door, any balcony door or doors, and all windows to the owner's lot, closed at all times while the works are being conducted;

(l) Ensure that the security of the building is not compromised and that no common property doors are left open for an unreasonable period or left open and not attended;

(m) Not use common property power or water;

(n) Give access to the owners corporation's nominee access to the Lot to inspect (and if required by the owners corporation to also supervise) the work upon reasonable notice being given.

After work is carried out

7. After carrying out work, the owner must:

(a) Notify the owners corporation that the work has been completed within 7 days after its completion;

(b) Give the access to the owners corporation's nominee access to the lot to inspect the work;

(c) Notify the owners corporation that all damage, if any, to lots and common property caused by the works and not permitted by the approval has been rectified, and provide proof to the satisfaction of the owners corporation. Such notice must be provided to the owners corporation within 28 days of the completion of the work;

(d) If required by the owners corporation:

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(i) Give to the owners corporation a report from a structural engineer approved by the owners corporation, certifying that the work has not affected the structural integrity of the building, such certification to be in favour of the owners corporation;

(ii) Due to the nature of the work (painting) It will not be a requirement for the owner to give to the owners corporation a report from a waterproofing expert approved by the owners corporation, certifying that any waterproofing has been installed in accordance with Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iii) Due to the nature of the work (painting) It will not be a requirement for the owner to give to the owners corporation a report from a duly qualified building consultant or expert approved by the owners corporation, certifying that the work has been completed in compliance with the Building Code of Australia and any applicable Australian Standards, such certification to be in favour of the owners corporation;

(iv) Due to the nature of the work (painting) It will not be a requirement for the owner to give a post works dilapidation report prepared by the same person who prepared the report in clause 5(d)(ii).

Use of work

8. The owner (or other user of the work) must ensure that the use of the work following completion:
   (a) Does not unreasonably interfere with the peaceful use or enjoyment of an occupier of another lot or any person lawfully using the common property;
   (b) Complies with applicable laws, and applicable requirements of the local council.

Repair of any damage

9. The owner must repair any damage caused to any other lot or the common property by the conduct or use of the works, such repairs to be carried out without delay.

Repair and maintenance

10. The owner must maintain and keep in a state of good and serviceable repair the work and any common property affected by the work. The owner must also renew or replace the work where necessary. The provisions of clauses 5 to 7 apply to any work the owner carries out to comply with this clause.

Indemnity

11. The owner indemnifies and keeps the owners corporation indemnified against any loss, claim, cost, legal liability or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of the:
   (a) Performance of the work;
   (b) Use of the work;
   (c) Failure to comply the duty to maintain, repair, renew or replace;

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(d) Performance of any work required to comply with the duty to maintain, repair, renew or replace;

(e) Owner's breach of any part of this by-law.

Insurance

12. The owner must, if required by the owners corporation, make, or permit the owners corporation to make on the owner's behalf, any insurance claim concerning or arising from the work, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the work or repair any damage to the building caused by the work.

Bond

13. The owners corporation may apply any part of a bond paid by the owner towards the costs of the owners corporation incurred in repairing any damage caused to common property or any other lot during or as a result of the work, or cleaning any part of the common property as a result of the work.

14. The owners corporation must refund the bond, or the remaining balance of it, within 14 days of being notified by the owner that work has been completed and the owners corporation is reasonably satisfied that the owner has complied with the conditions of approving the work.

Breach of this by-law

15. If an owner fails to comply or breaches any part of this by-law, then the owners corporation may:

(a) Request, in writing, that the owner complies or rectifies the breach within 14 days or such other period as is specified in the notice;

(b) If the owner fails to comply with the request in sub clause (a):

(i) Without prejudice to any other rights, enter upon any part of the lot, to carry out any work necessary to ensure compliance with this by-law or an order from council, a Court or a Tribunal;

(ii) Recover the costs of carrying out work referred to in this clause hereto from the owner;

(iii) Recover as a debt any amounts payable by an owner pursuant to this by-law, not paid at the end of one month after demand, together with any simple interest on any outstanding amount at the rate prescribed by Section 85 of the Act, and the expenses of the owners corporation incurred in recovering those amounts.

Costs

16. The owner must pay all costs, fees, and expenses incurred by the owners corporation in considering, negotiating, making, enforcing or undertaking any action, matter or thing required of it in this by-law. Any amount payable by an owner under this clause may be recovered as a debt due and payable by that owner together with interest at the rate prescribed in Section 85 of the Act and the expenses of the owners corporation in recovering those amounts.

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58. Lot 133 – Shade Sail

The Owners of Lot 133 may install shade sails on their rooftop and may attach fittings to the common property for this purpose, subject to the following conditions:

(1) Such sails and their fittings are to be maintained in a good, safe and clean condition;

(2) All works associated with the sails, their cleaning and maintenance are to be carried out by qualified persons and in a workmanlike manner, causing minimum interference to the common property;

(3) In the event that the condition of the sails deteriorate so as to adversely impact the appearance of the building the lot owner shall replace or remove the sails;

(4) Any replacement of the sails must be with sails of a substantially similar design, colour and appearance to those being replaced;

(5) In the event that the sails are altered or are not replaced the common property shall be made good to the reasonable satisfaction of the owners corporation;

(6) The respective lot owner shall, upon reasonable notice, be responsible to temporarily remove and then reinstate their sail when required by the owners corporation for the painting, cleaning, repair or maintenance of common property;

(7) In breach of (4), the owners corporation may, at its own choice, either:
   a. Remove the sail for the period required and then replace it, holding the lot owner responsible for the reasonable costs thereof; or
   b. Without removing the sail, hold the lot owner responsible for any additional costs in carrying out work that arises from the breach.

(8) The sails installed are not in breach of any law.

(9) The lot owner shall indemnify the owners corporation for any loss, expense or liability suffered which arises directly or indirectly from the sails including any liability under the Strata Schemes Management Act 2015 for damage to the improvements installed in the course of the works.

59. Lot 144 – Works and Exclusive Use

PART 1

GRANT OF RIGHT

1.1 An Owner has the right to carry out the Works at its own cost subject to Part 3 of this by-law. The Purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made.

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1.2 The Owner has the exclusive use of the Exclusive Use Area.

PART 2

DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires or permits:

a. **Act** means Strata Schemes Management Act 2015
b. **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council and NSW Office of Liquor, Gaming and Racing.
c. **Council** means City of Sydney Council
d. **Exclusive Use Area** means the common property areas reasonably required to keep the Works including painting of the common property wall of the Lot 144 in respect of the area hatched on the plans marked **Attachment** "F".
e. **Insurance** means:
    i. Contractors all risk insurance in the sum of $10,000,000;
    ii. Workers compensation insurance.
f. **Lot** means any lot in strata plan 67253
g. **Owner** means the owner of Lot 144 in SP91757 from time to time.
h. **Owners corporation** means the owners corporation created by the registration of strata plan registration no. 67253.
i. **Works** means painting of the wall in accordance with the plans attached hereto and marked **Attachment "G"** incorporating a logo and signage of the occupant of lot 144.

2.2 In this by-law, unless the context otherwise requires:

a. the singular includes plural and vice versa;
b. any gender includes the other genders
c. any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 and Strata Schemes Development Act 2015; and
d. references to legislation includes references to amending and replacing legislation.

PART 3
CONDITIONS

PART 3.1
Before Commencement

3.1.1 The Owner of a Lot is not required to undertake the Works or take possession of the Exclusive Use Area contemplated in this by-law.

3.1.2 The provisions, conditions and obligations under this by-law only apply if and when the Owner of the Lot advises the Owners Corporation that they intend to carry out the Works and take possession of the Exclusive Use Area under this by-law.

3.1.3 The Owner jointly and severally warrants, at all times:

a. (**insurances**) it shall maintain the insurances to prevent any actual or perceived detriment to the Owners Corporation;
b. (**structural integrity etc**) the Owner or its employees, agents or servants shall not risk or compromise the structural integrity, fire rating, sound or other

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insulation of the Building;

c. (**health & safety**) the Owners or its employees, agents or servants shall not create, cause, maintain or permit any health or safety hazard; and

3.1.4 Before commencement of the Works the Owner must:

a. obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
b. provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 2 business days of any request from the Owners Corporation;
c. effect and maintain Insurance and provide a copy to the Owners Corporation;

Clauses 3.1.4(a),(b) and (c) of this Part 3.1 do not apply to Works already installed at the time of this by-law being made.

PART 3.2

During installation

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

a. use duly licensed employees, contractors or agents to conduct the Works;
b. ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
c. use reasonable endeavour to cause as little disruption as possible;
d. perform the Works during times reasonably approved by the Owners Corporation;
e. protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
f. ensure that the Works do not interfere with or damage the common property or the Lot of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time; and
g. not vary the Works without first obtaining the consent in writing from the Owners Corporation, and approved Authority if required.

PART 3.3

After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

a. notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified; and
b. provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
c. repaint the wall in accordance with 21(d), (e), (f), (g), (h) and (i) after 7 years due to fading in direct sunlight.

PART 3.4

Enduring rights and obligations

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The Owner:

a. must maintain, replace and keep in good and serviceable repair the Works installed by them;
b. must maintain and upkeep those parts of the common property in contact with the Works;
c. remains liable for any damage to lot or common property arising out of the Works; and
d. must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Works and without limitation of any liability.
e. keep the Exclusive Use Area in good, clean and serviceable repair and condition;
f. give the Owners Corporation access to the Exclusive Use Area so that the Owners Corporation may comply with its obligations under the by-laws and the act;
g. indemnify the Owners Corporation from and against claims, demands, and liabilities of any kind which may arise in respect of injury, loss or damage to any property, or death of, or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law or in connection with the use of the Owner of the Exclusive Use Area; and
h. shall repaint the wall in accordance with clause 3.3(c) after every 7 years due to fading in direct sunlight.

For clarity this Part 3.4 applies to all Works installed prior to an after this by law being made.

PART 3.5

Failure to comply with this by-law

If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

a. carry out all work necessary to perform that obligation;
b. recover the costs of such work from the Owner through an impost on levies; 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 or certification through an impost on levies.

PART 3.6

Applicability

3.6 For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the Lot.

PART 3.7

Invalidity, severability

3.7.1 If any one or more of the provisions contained in this by-law shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable.

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3.7.2 If this by-law is void, whether in whole or in part, then the Owners Corporation and the Owner shall, as is necessary, either:

a. prepare and register an amendment to this by-law; or

b. prepare an entirely new by-law,

to effect and complete the intention of the Owner and Owners Corporation as evidenced by this by-law.

60. No Short-Term Rental Accommodation Arrangement

Interpretation

1.1 In this by-law, unless a contrary intention appears:

"Act" means the *Strata Schemes Management Act 2015*;

"Building" means the building and common property comprising the Strata Plan;

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Lot" means a lot or part of a lot in the Strata Plan;

"Occupier" means an occupier of a Lot pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

"Occupier's Principal Place of Residence" means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Occupier;

"Online booking service" means a person who provides an online booking service that enables persons to enter into short-term rental accommodation arrangements;

"Owner" means an owner of a Lot unless otherwise indicated;

"Owner's Principal Place of Residence" means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Owner;

"Property Agent" means the property manager, leasing agent or facilitator acting as agent for an Owner or Occupier of a Lot in respect of the lawful leasing of that Lot according to the by-laws;

"residential premises" means a Lot which comprises a residence;

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

"short-term rental accommodation" means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);

"short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the (relevant Fair Trading Act 1987) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

"Strata Plan" means Strata Plan No. 67253.

1.2 In this by-law, unless the context otherwise requires:

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a. headings are for convenience only and do not affect the interpretation of the bylaw;
b. words importing the singular include the plural and vice versa;
c. words importing a gender include any gender;
d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
e. a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
f. a reference to any thing includes a part of that thing;
g. a reference to any statute, act, regulation, proclamation, ordinance or by-law includes all statutes, acts, regulations, proclamations, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;
h. "include" or "including" and any variation of those words are not words of limitation;
i. if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this bylaw or the relevant provision shall remain in full force and effect; and
j. any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

Scope of By-law

2.1 An **Owner** for whom their **Lot** is not that **Owner's Principal Place of Residence** must not:

a. enter into any **short-term rental accommodation arrangement** regarding that **Lot**; nor
b. permit any **Occupier** of the **Lot** for whom the **Lot** is not that **Occupier's Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
c. permit any **Property Agent** of the **Owner** or **Occupier** for whom the **Lot** is not their **Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
d. permit any other agent acting for the **Owner** or **Occupier** of a type referred to in clause 2.1.c. to enter into any **short-term rental accommodation arrangement** regarding the **Lot**;
e. list the **Lot** or permit the **Lot** to be listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement.**

2.2 An **Occupier** for whom the **Lot** is not that **Occupier's Principal Place of Residence** must not:

a. enter into any **short-term rental accommodation arrangement** regarding that **Lot**; nor

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b. permit any other **Occupier** of the **Lot** for whom the **Lot** is not that other **Occupier's Principal Place of Residence** to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
c. permit any **Property Agent** of any **Occupier** referred to in this clause 2.2.to enter into any **short-term rental accommodation arrangement** regarding the **Lot**; nor
d. permit any other agent acting for any **Occupier** referred to in this clause 2.2 to enter into any **short-term rental accommodation arrangement** regarding the **Lot;** nor
e. list the **Lot** or permit the **Lot** to be listed on any **Online booking service** for the purpose of entering into a **short-term rental accommodation arrangement.**

3 An **Owner** for whom their **Lot** is not the **Owner's Principal Place of Residence** and who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of their **Lot** must ensure all such agreements:
a. are not inconsistent with and do not breach clause 2 of this by-law; and
b. legally bind their **Occupier** and sub-tenants and their **Property Agent** and/or other agents (if applicable) to compliance with this by-law.

Liability and Indemnity

4.1 **Owners** and **Occupiers** jointly and severally will be liable for any damage to the common property in the **Strata Plan** and/or a **Lot** and for loss or damage to personal property suffered as a result of their breach of this by-law.

4.2 **Owners** severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:
a. **short-term rental accommodation arrangements** prohibited in this by-law and conducted from their **Lot**;
b. their **Occupiers'** occupancy of their **Lot** in breach of this by-law;
c. occupancy of their **Lot** by **Occupiers**' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
d. listing a **Lot** to which this by-law applies on any **Online booking service**;
e. the exercise of its rights under this by-law; and
f. enforcement of this by-law.

4.3 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
a. the power to prohibit **Owners** and **Occupiers** and others from enabling or engaging in **short-term rental accommodation arrangements** according to this by-law;
b. the power and duty to report every **short-term rental accommodation arrangement** prohibited in this by-law to the relevant **Government Agency/ies** and engage in whatever investigative and legal action may be necessary to stop the **short-term rental accommodation arrangement;**
c. the authority to:
i. Issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) if it is reasonably suspected that the **Lot** is listed on any

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Online booking service for the purpose of entering into a **short-term rental accommodation arrangement;**

ii. issue a notice to the relevant **Owner** or **Occupier** and relevant **Property Agent** (if applicable) that **short-term rental accommodation arrangements** are reasonably suspected to be occurring in the relevant **Lot** and demand that the **short-term rental accommodation arrangements** cease immediately;

iii. instruct the **Owner** or **Occupier** or their **Property Agent** (if applicable) to deliver an eviction notice to persons not authorised to occupy the **Lot** according to this by-law;

iv. if the **short-term rental accommodation arrangement** does not cease immediately on the relevant **Owner**, **Occupier** or **Property Agent** (if applicable) being informed of the continuing activity prohibited in this by-law - de-activate **Security Keys** which continue to be used to access common property by persons not authorised to do so; and

v. be indemnified by **Owners** from all claims arising from the actions taken pursuant to this by-law;

d. for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses b. and c. and this sub-clause d. of this clause from the respective **Owner** as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

61. Lot 133 Private Terrace works

Subject to the Conditions of Approval set out below, the owner of Lot 133 may attach fittings to common property for the installation of the Approved Items A to G below ("the Items") in accordance with the Materials and Fixing Details below and the Floor Plan shown as Attachment "H" hereto.

Approved Items:

A) Outdoor kitchenette.
B) Wall mounted flat screen TV.
C) Sound system.
D) Timber Pergola.
E) Low lying storage cabinet with door.
F) Lighting.
G) Raised timber floor tiles

Conditions of Approval

(1) The Items and their fittings are to be maintained in a good, safe and clean condition;

(2) All works associated with the Items, their cleaning and maintenance are to be carried out by qualified persons and in a workmanlike manner, causing minimum interference to the common property;

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(3) In the event that the condition of the Items deteriorate so as to adversely impact the appearance of the building the lot owner shall promptly replace or remove these Items;

(4) The replacement of any of the Items must be with ones of a substantially similar design, colour and appearance to those being replaced;

(5) In the event that the Items are altered or are not replaced, the common property shall be made good to the reasonable satisfaction of the owners corporation;

(6) The owner shall, upon reasonable notice, be responsible to temporarily remove and then reinstate any or all of the Items when reasonably required by the owners corporation for the painting, cleaning, repair or maintenance of common property;

(7) In breach of (4-6), the owners corporation may, at its own choice, either:

a. Remove any or all of the Items for the period required and then replace them, holding the lot owner responsible for the reasonable costs thereof; or

b. Without removing an Item hold the lot owner responsible for any additional costs in carrying out work that arises from the breach.

(8) The Items installed are to comply with all laws.

(9) The owner shall indemnify the owners corporation for any loss or damage arising from the installed Items.

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Materials and Fixing details

Reference	Item	Material and fixing
A	Kitchenette	● Barbecue space and associated conduit painted grey to match the current colour scheme of the building. ● Outdoor timber cabinetry attached to the wall with 35mm plugs and galvanised screws, with frosted glass doors and black granite benchtop along with hardwood timber waterfall edges. ● Single basin kitchen sink, tap fitting and associated piping and drainage painted grey to match the colour scheme of the building.
B	Wall mounted flat screen TV	● Fixing of black painted steel Flat screen TV mount to wall using 75mm long zinc masonry anchoring bolts. ● Electrical power point and associated conduit affixed to wall behind tv with 35mm plugs and galvanised screws painted grey to match colour scheme of building. ● Associated flat screen TV attached to bracket.
C	Sound system	● Six speaker sound system and associated conduit, with 3 speakers attached to common wall via black galvanized speaker brackets and 35mm plugs with galvanised screws and two speakers attached to existing shade sail posts with stainless steel rubber-lined compression clamps. ● 450mm x 600mm floor outdoor timber cabinet housing amplifier, affixed to wall with 35mm plugs and galvanised screws finished with hardwood timber top and waterfall. Last speaker housed in cabinet.
D	Timber Pergola	● Four-post timber pergola covering barbecue and kitchenette, fixed to wall and balustrade with 5mm thick galvanised angle brackets with 75mm long zinc masonry anchoring bolts ● Finished with 6mm clear acrylic solid flat sheets attached to timber joists. ● Timber pergola painted dark grey to match current building colour scheme ● Custom design to match existing building facade.
E	Low lying storage cabinet with door	● Corrugated steel roof with timber subframe and timber door attached to wall with 75mm plugs and 75mm galvanised screws. ● Door , steel roof and subframe coloured grey to match current building colour scheme.
F	Lighting	● Replace current rusted/corroding light fittings with black up-down external light fittings.

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G	Raised timber floor tiles	• Interlocking hardwood timber tiles 300mm x 300mm fixed to a plastic raised base to allow for water flow and maintain current drainage flow. Will not be fixed to common property.

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62. Exclusive Use

SPECIALLY RESOLVED that the Owners – Strata Plan No. 67253 pursuant to section 143 of the Strata Schemes Management Act 2015 to make a common property rights by-law in the following terms:

PART 1
GRANT OF RIGHT

1.1 The Purpose of this by-law is to:

a) Allow the Owner to install the Works on the common property, regulate its maintenance and to regulate Work installed prior to this by-law being made; and

b) Grant the Owner exclusive use of the Exclusive Use Area.

PART 2
DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires or permits:

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

b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including the Council.

c) **Council** means City of Sydney Council.

d) **Exclusive Use Area** means the common property areas:

i. Hatched on the plans marked "I"; and

ii. Constituted by the roller door on Level 1A and the roller door on Level 1B (with associated cabling and machinery) as indicated "RD" on the plans marked "I".

e) **Insurance** means:

i. Contractors all risk insurance in the sum of $10,000,000; and

ii. Workers compensation insurance.

f) **Lot** means any lot in Strata Plan No 67253.

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g) **Owner** means the owner of Lot 143 from time to time.

h) **Owners corporation** means the owners corporation created by the registration of strata plan registration no. 67253.

i) **Works** means:

i. Installation and replacement of a roller door on Level 1A and a roller door on Level 1B (including any electrical and infrastructure that may be required for its use) as indicated "RD" on the plans marked "I".

2.2 In this by-law, unless the context otherwise requires:

a) the singular includes plural and vice versa;

b) any gender includes the other genders;

c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015 and Strata Schemes Development Act 2015; and

d) references to legislation includes references to amending and replacing legislation.

PART 3 CONDITIONS

PART 3.1
Before Commencement

3.1.1 The Owner warrants, at all times in the course of installing, maintaining or replacing the Works:

(a) (**insurances**) it shall maintain the insurances to prevent any actual or perceived detriment to the Owners Corporation;

(b) (**structural integrity etc**) the Owner or its employees, agents or servants shall not risk or compromise the structural integrity, fire rating, sound or other insulation of the Building;

(c) (**health & safety**) the Owners or its employees, agents or servants shall not create, cause, maintain or permit any health or safety hazard; and

3.1.2 Before commencement of the Works the Owner must:

(a) obtain all necessary approvals from any Authorities and provide a copy to the

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Owners Corporation;

(b) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 2 business days of any request from the Owners Corporation;and

(c) effect and maintain Insurance and provide a copy to the Owners Corporation;

Clauses 3.1.2(a),(b) and (c) of this Part 3.1 do not apply to Works already installed at the time of this by-law being made.

PART 3.2
During installation
During Construction

3.2 Whilst the Works are in progress the Owner of the Lot at the relevant time must:

(a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact details before each of them commences their work to the building manager;

(b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current the Australian Standards and the law;

(c) use reasonable endeavours to cause as little disruption as possible;

(d) perform the Works during times reasonably approved by the Owners Corporation;

(e) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation

(f) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;

(g) keep all affected areas of the common property outside the Lot clean and tidy, and removing all debris

(h) where any work undertaken includes waterproofing then the Owner must ensure that at their cost:

i. the waterproofing is carried out in satisfaction of Australian Standard waterproofing by a duly qualified and reputable applicator; and

ii. that they produce to the Owners Corporation on completion of

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waterproofing a 5 year warranty of fitness of materials and workmanship comprising the waterproofing from the applicator;

(i) ensure that the Works do not interfere with or damage the common property or the Lot of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;

(j) not vary the Works without first obtaining the consent in writing from the Owners Corporation if required; and

PART 3.3
After construction

3.3 After the Works have been completed the Owner must without unreasonable delay:

(a) notify the Owners Corporation that the Works have been completed;

(b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;

(c) provide the Owners Corporation with a copy of any certificate or certification required (if any) by an Authority to approve the Works; and

(d) If required, provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that that part of the

structure the Works have been completed in accordance with the terms of this by-law and have no detrimental effect on the structural integrity of the building

PART 3.4
Enduring rights and obligations

3.4 The Owner:

(a) is responsible for the ongoing maintenance of the alterations of, additions to and new structures erected on the common property resulting from the Works;

(b) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;

(c) must renew or replace the Works when necessary or when reasonably required by the Owners Corporation;

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(d) remains liable for any damage to lot or common property arising out of the Works;

(e) must make good any damage to lot or common property arising out of the Works; and

(f) must indemnify the Owners Corporation against any costs or losses arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law or in connection with the use of the Owner of the Exclusive Use Area and the Works to the extent permitted by law.

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PART 3.5
Failure to comply with this by-law

3.5 If an Owner fails to comply with any obligation under this by-law the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) recover the costs of such work from the Owner; 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 or certification.

PART 3.6

Applicability

3.6 For the avoidance of doubt, the benefits and burdens of this by-law pass to any and all future owners of the Lot.

PART 3.7
Invalidity, severability

3.7.1 If any one or more of the provisions contained in this by-law shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable.

3.7.2 If this by-law is void, whether in whole or in part, then the Owners Corporation and the Owner shall, as is necessary, either:

3.7.3

(a) prepare and register an amendment to this by-law; or

(b) prepare an entirely new by-law,

to effect and complete the intention of the Owner and Owners Corporation as evidenced by this by-law.

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63. Lot 34 - Authorisation of Building Works

1. **Grant of Special Privilege and Exclusive Use Right**

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "**Owner**") of Lot 34 (the "**Lot**") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

(a) Works to the bathroom including:
   (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings;
   (ii) renew and alter the existing plumbing points to suit, including chasing works as required;
   (iii) test services for leakage;
   (iv) screeding of floors (if required) and rendering of walls (if required) in preparation of new floor tiles and wall tiles;
   (v) installation of new waterproofing, floor tiles, wall tiles, and fixtures and fittings including toilet, shower, shower screen, vanity, wall mirror, basin, tapware (and mixers for taps if required), and accessories;
   (vi) removal of existing and/or installation of new lighting and power points;
   (vii) connection to existing water, waste, and electrical services as required.

   substantially in accordance with the drawings annexed to and forming part of this bylaw at Annexure A (the "**Plans**").

2. Definitions

For the purposes of this by-law:

"**Council**" means City of Sydney Council and any successor;

"**Utility Services**" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"**Works**" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

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3. Conditions

3.1 Prior to Undertaking Works

3.1.1 Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

(a) any required approval of Council for the performance of the Works; and

(b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:

i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than $10,000,000;

ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and

iii. workers' compensation in accordance with applicable legislation.

3.1.2 Prior to undertaking the Works the Owner must pay to the Owners Corporation a bond in the sum of $5,000.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

(a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;

(b) carry out the Works substantially in accordance with the Plans and the description in clause 1 and, if Council approval was required, as approved by Council;

(c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;

(d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;

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(e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;

(f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;

(g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;

(h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;

(i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);

(j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;

(k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;

(l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within three months of their commencement.

3.3 Completion of Works

(a) The Owner must advise the Owners Corporation when the Works are complete.

(b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval.

(c) The Owners Corporation may apply any part of the bond paid by the Owner towards the costs of the Owners Corporations incurred in repairing any damage caused to the common property or any other lot during or as a result of the Works or cleaning any part of the common property as a result of the Works.

(d) The Owners Corporation must refund to the Owner the bond, or the remaining balance of the bond, within 14 days of being notified by the Owner that the Works have been completed.

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4. Liability and Indemnity

(a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.

(b) The Owner must indemnify the Owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

(a) The Works must be undertaken at the cost of the Owner.

(b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the Lot to carry out that work;

(c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis; and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.

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ATTACHMENT "A"

SP 67253 – CONSOLIDATED BY-LAWS

Rules

(See By-Law 40)

Window treatment and sun shades

1. No blinds, shutters or other coverings are to be erected on the balcony openings in the façade without the consent of the Owners Corporation (which may be withheld in its discretion).

2. No awnings or other coverings are to be erected on terraces, balconies or courtyards without the consent of the Owners Corporation (which may be withheld in its discretion).

Colours of curtains, blinds and shutters

3. The colour of the external facing of curtains, blinds louvres, shutters and all other window and glass door treatments must be:
    a. beige, cream or off white; or
    b. a colour permitted elsewhere in these Rules.

    Curtain linings or sheers are an acceptable method of achieving the requirements of this clause provided they comply with the colours specified above.

Window treatments

4. Owners and occupiers must not place solar film or similar treatments to the internal or external surface of glass on the façade.

Security devices

5. Owners and occupiers must have consent from the executive committee to install security devices including, without limitation, security doors or windows, screens, grilles, alarms or locks. The executive committee cannot unreasonably withheld consent if the proposed installation complies with these Rules.

Security devices for external doors and windows

6. The Committee will generally consent to an application to install a security device to a door or window on the façade if:
    a. for security doors and windows, the door or window is finished in:
        i. a colour that matches the existing door or window frame;
        ii. a beige, cream or off white colour
    b. for security doors and windows, the security door or window matches the full size of the existing door or window and does not detract from or dominate the existing detail;
    c. the security device will be fitted inside the lot and not on the balcony of the lot;
    d. the security device has a detail consistent with the appearance of the façade.

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Security device for entry doors in Strata Lots

7. For the purpose of this clause, an entry door to a lot is the door from the Common Property lobby into the lot.

8. The executive committee will generally consent to an application to install a security door to an entry door of a lot only if the grille work ornamentation of the security door matches a type specified by the executive committee.

Alarms

9. The executive committee will generally consent to an application to install a security alarm if:
    a. the alarm has a "back to base" facility;
    b. the alarm is silent; and
    c. the alarm does not have flashing lights.

Other security devices

10. The executive committee will generally consent to installation of other security devices if:
    a. the device is in keeping with the appearance of Bauhaus Apartments; and
    b. the device is not likely to cause a nuisance to or interfere with enjoyment of Bauhaus Apartments by owners and occupiers.

Balcony furniture and landscaping

Using balcony furniture

11. Subject to the criteria in this clause, the executive committee encourage owners and occupiers to maximise use of the balconies of their lots by placing furniture on the balconies.

12. Owners and occupiers do not need consent from the executive committee to keep furniture on a balcony provided that:

    a. the furniture is of a high quality and finish, commensurate with quality of Bauhaus Apartments; and
    b. the furniture is in keeping with appearance of Bauhaus Apartments.

13. Owners and occupiers must not fix furniture, decorative objects or any other item to the balcony of their lot.

Landscaping on balconies

14. From an architectural viewpoint, landscaping on balconies will assist to soften the appearance of the balcony. Subject to the criteria in this clause, the executive committee encourages landscaping on balconies.

15. Owners and occupiers do not need consent from the executive committee to keep landscaping on balcony provided that all elements of the landscaping (e.g. planter boxes and plants):
    a. are of a high quality, commensurate with the quality of Bauhaus Apartments; and
    b. are keeping with the appearance of Bauhaus Apartments.

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16. Owners and occupiers must not fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the balcony of their lot.

17. Owners and occupiers must:
    a. properly maintain furniture on the balcony of their lot; and;
    b. ensure that the furniture is clean and tidy at all times.

18. Owners and occupiers must:
    a. regularly maintain landscaping on the balcony of their lot;
    b. ensure that the landscaping is kept neat and tidy at all times; and
    c. ensure that no landscaping hangs or grows over the edge of the balcony.

19. Owners and occupiers must ensure that, when they water landscaping on a balcony;
    a. no water enters another lot or common property; and
    b. no damage is caused to a lot, or common property.

Removing balcony furniture and landscaping

20. Owners and occupiers must immediately remove furniture from the balcony of their lot if:
    a. they do not comply with their obligations relating to balcony furniture; or
    b. the furniture has or may cause damage to a lot or common property.

21. Owners and occupiers must immediately remove landscaping from the balcony of their lot or if:
    a. they do not comply with their obligation relating to landscaping; or
    b. the landscaping has or may cause water penetration or other damage to a lot or common property.

The Facade

22. Subject to this clause, owners and occupiers must not:
    a. drill, paint or undertake any other works to the façade mullions because this will void manufacturer warranties for weatherproofing of the façade; or
    b. change, add to or remove elements of the façade.

    Nothing in this clause prohibits the Owners Corporation from maintaining, repairing or replacing the façade or an element in the facade.

Procedure to enclose a carspace or storage area

23. Owners and occupiers must have consent from the executive committee to enclose a carspace or storage area (including carspace and storage areas which an owner is entitled to use under an exclusive use or special privilege by-law).

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24. The executive committee will not consent to the enclosure of a carspace or a storage are unless:
    a. the enclosure takes place wholly within the carspace or, with the consent of the adjoining carspace owner, on the centre line between the carspace and an adjoining carspace; and
    b. all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the executive committee;

Some prohibitions

25. Subject to these Rules, owners and occupiers must not:
    a. install a solid fuel burning appliance;
    b. install an awning;
    c. install a mounted air-conditioning unit on a balcony (unless they have prior written consent of the Owners Corporation);
    d. enclose a balcony; or
    e. hang clothes, washing, or similar items in an area that is visible from outside Bauhaus Apartments.

26. Subject to these Rules, owners and occupiers must have consent from the executive committee to:
    a. Keep or consent anything in Bauhaus Apartments that is visible from outside Bauhaus Apartments and is not in keeping with the appearance of Bauhaus Apartments; or
    b. Attach or hang an aerial, security device or wires outside Bauhaus Apartments.

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ATTACHMENT "B"

SP 67253 – CONSOLIDATED BY-LAWS

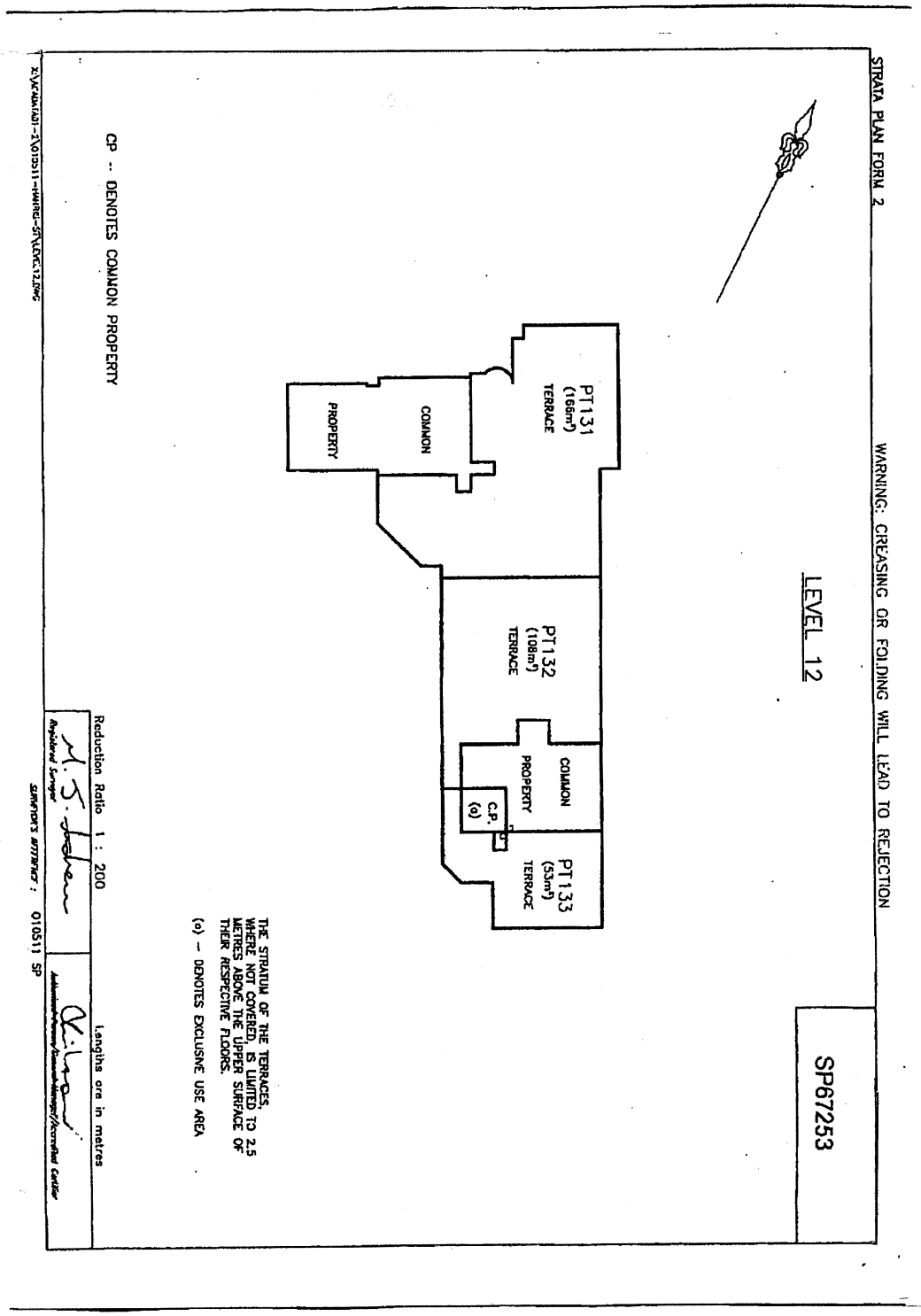
PLANS

(See By-Law 46)

[The two plans referred to in By-Law 46 are

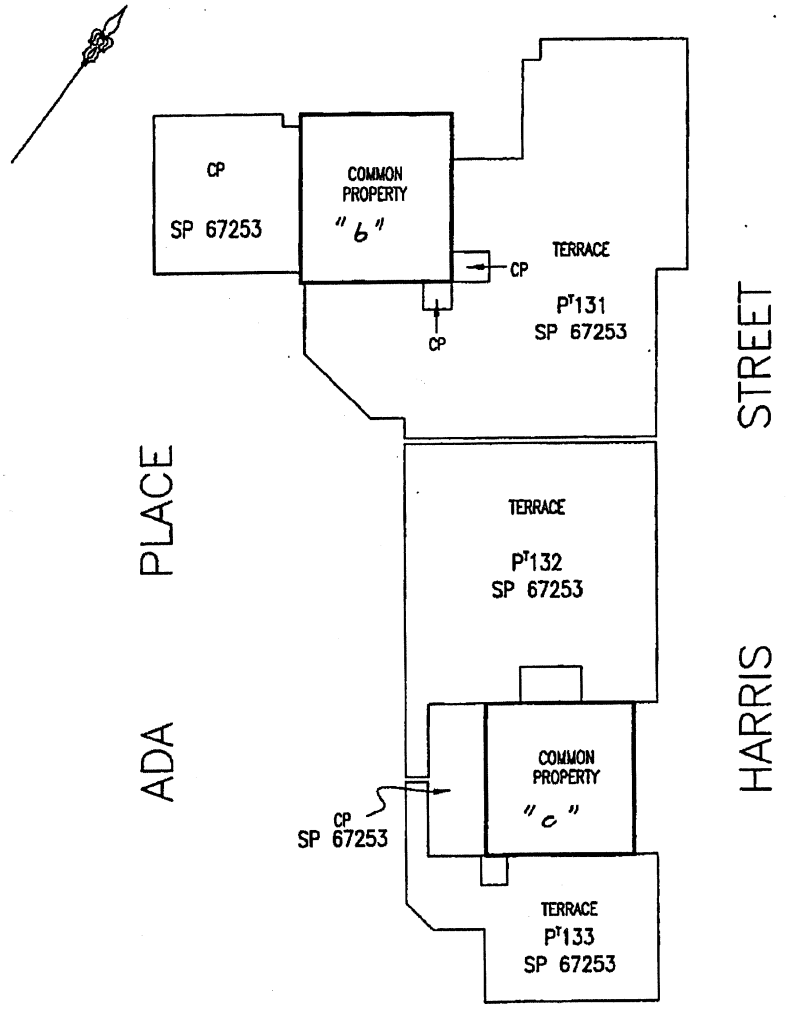
contained in the following two pages]

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No 209–211 HARRIS STREET, PYRMONT
ROOF LEVEL



CP DENOTES COMMON PROPERTY

X:\06JOBS\061001-ROOF.dwg

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ATTACHMENT "C"

SP 67253 – CONSOLIDATED BY-LAWS

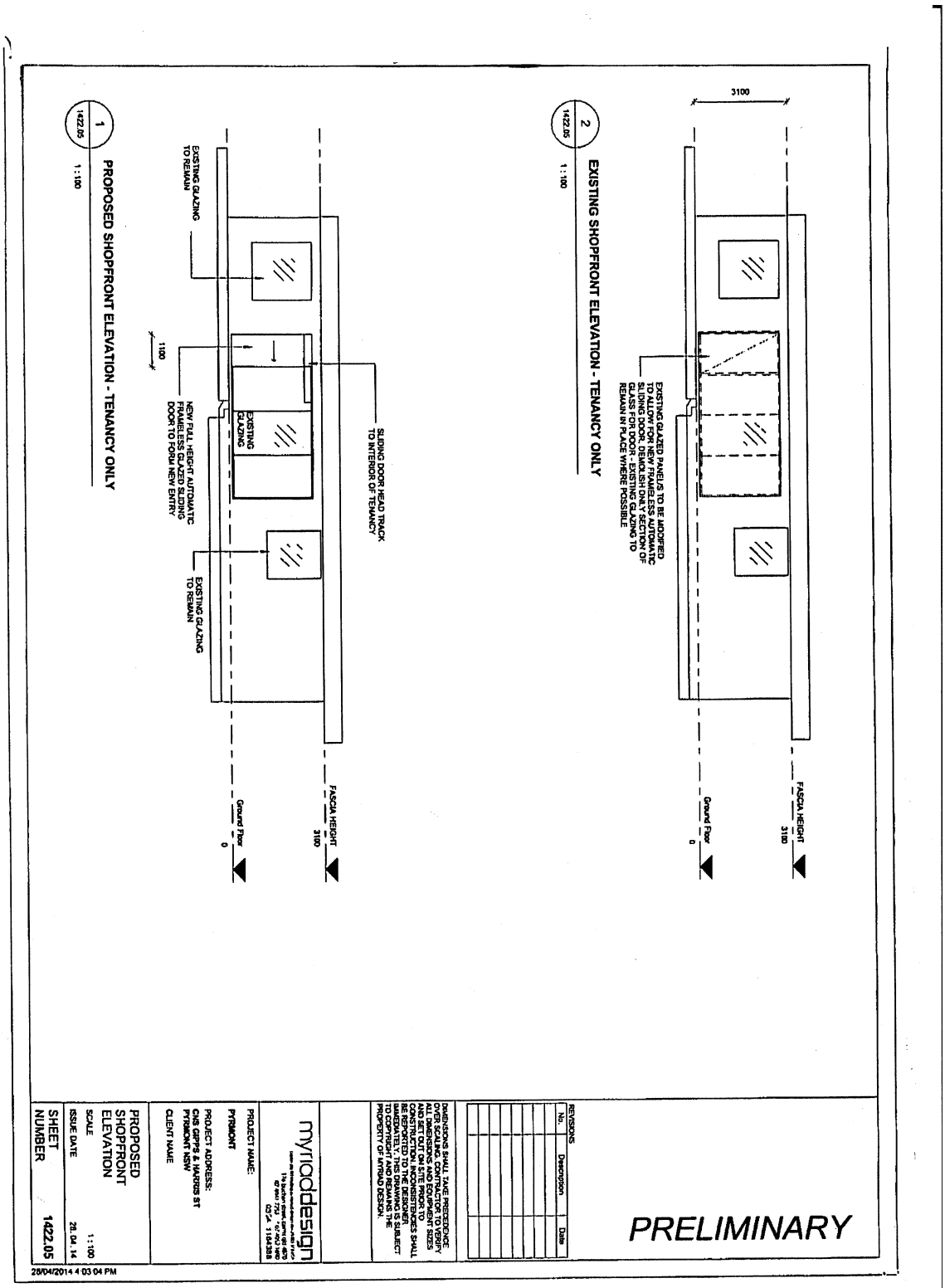
PLANS

(See By-Law 53)

[The plan referred to in By-Law 53 is

contained on the following page]

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ATTACHMENT "D"

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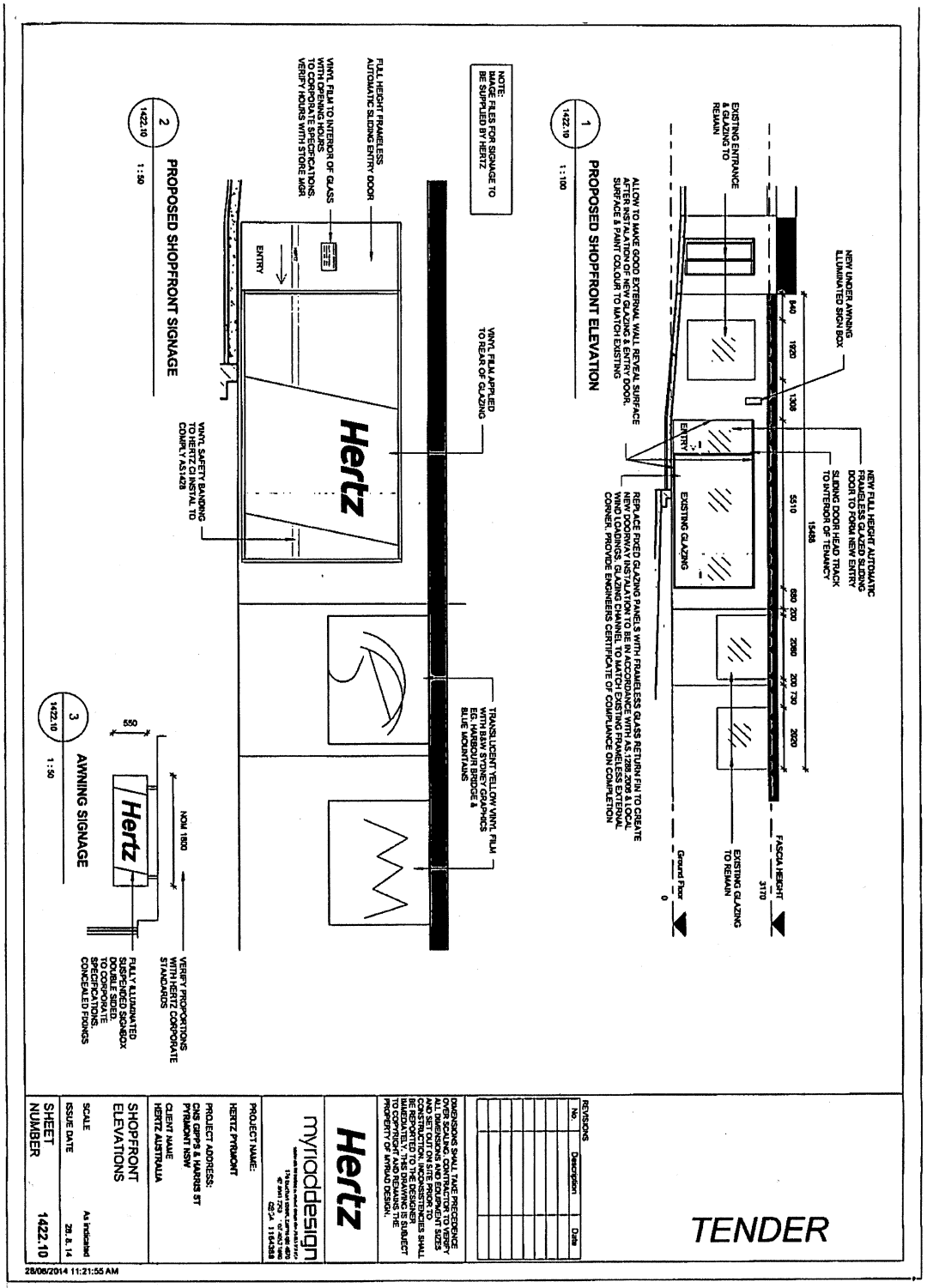
PLANS

(See By-Law 54)

[The plan referred to in By-Law 54 is

contained on the following page.]

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ATTACHMENT "E"

SP 67253 – CONSOLIDATED BY-LAWS

(See By-Law 57)

[The description of works referred to in By-law 57 is contained in the following page]

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Attachment "E"

Statement of Works

Application of Paint to wall and floor inside Fire stairs connecting level 11 to level 12.

Walls to be painted:
1. Level 10.5 wall and landing,
2. level 10.5 to11 wall and steps,
3. level 11 wall and floor landing,
4. level 11 to 11.5 wall and steps,
5. level 12 landing and wall,
6. level 12-12.5 wall and steps,
7. level 12.5 wall and landing.
8. All hand rails in association with levels above will also be painted.
9. Underside of the stairs will be paining the same colour as the walls.
10. Wall & floor in level 12 hallway.
11. Level 11 fire door painted on the fire stair side only.
12. Level 12 fire door painted on both sides.
13. Level 13 external door painted on internal side only.

Colours are:
- Taubmans- Gemini silver for walls
- Colorbond- Basalt for the floors
- Colorbond- Basalt- railings

Paint type
- Walls- water based acrylic - low sheen
- Floors- Water based non-slip concrete paint -satin
- Railings- water based satin

Application:
- By Tradesperson/Handyman with appropriate liability insurance:
- Usage paint brushes and rollers

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ATTACHMENT "F"

SP 67253 – CONSOLIDATED BY-LAWS

(See By-Law 59)

[The description of "Exclusive Use Area" referred to in By-law 59 is below.]



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ATTACHMENT "G"

SP 67253 – CONSOLIDATED BY-LAWS

(See By-Law 59)

[The plan referred to in Clause 2.1.i. of By-law 59 is below]



…….

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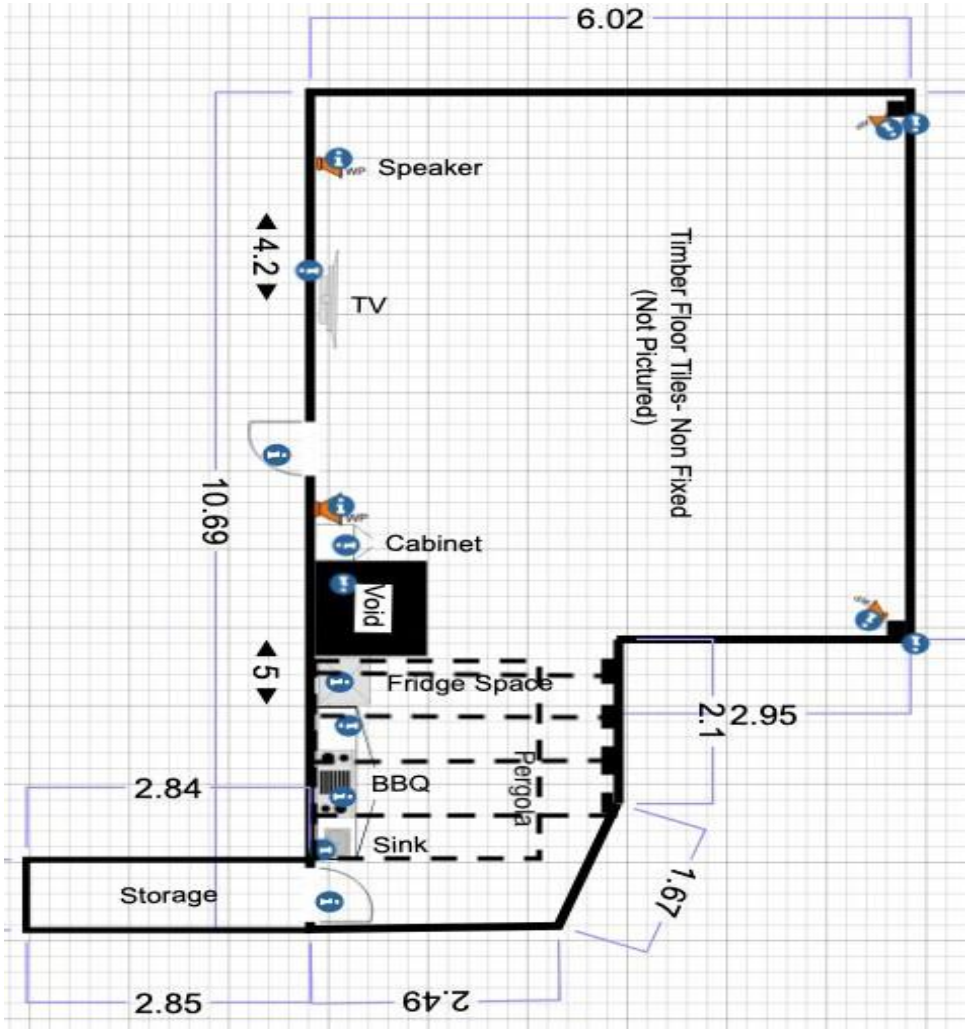
ATTACHMENT "H"

SP 67253 – CONSOLIDATED BY-LAWS

(See By-Law 61)

[The plan referred to in By-law 61 is below]

Floor Plan



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ATTACHMENT "I"

SP 67253 – CONSOLIDATED BY-LAWS

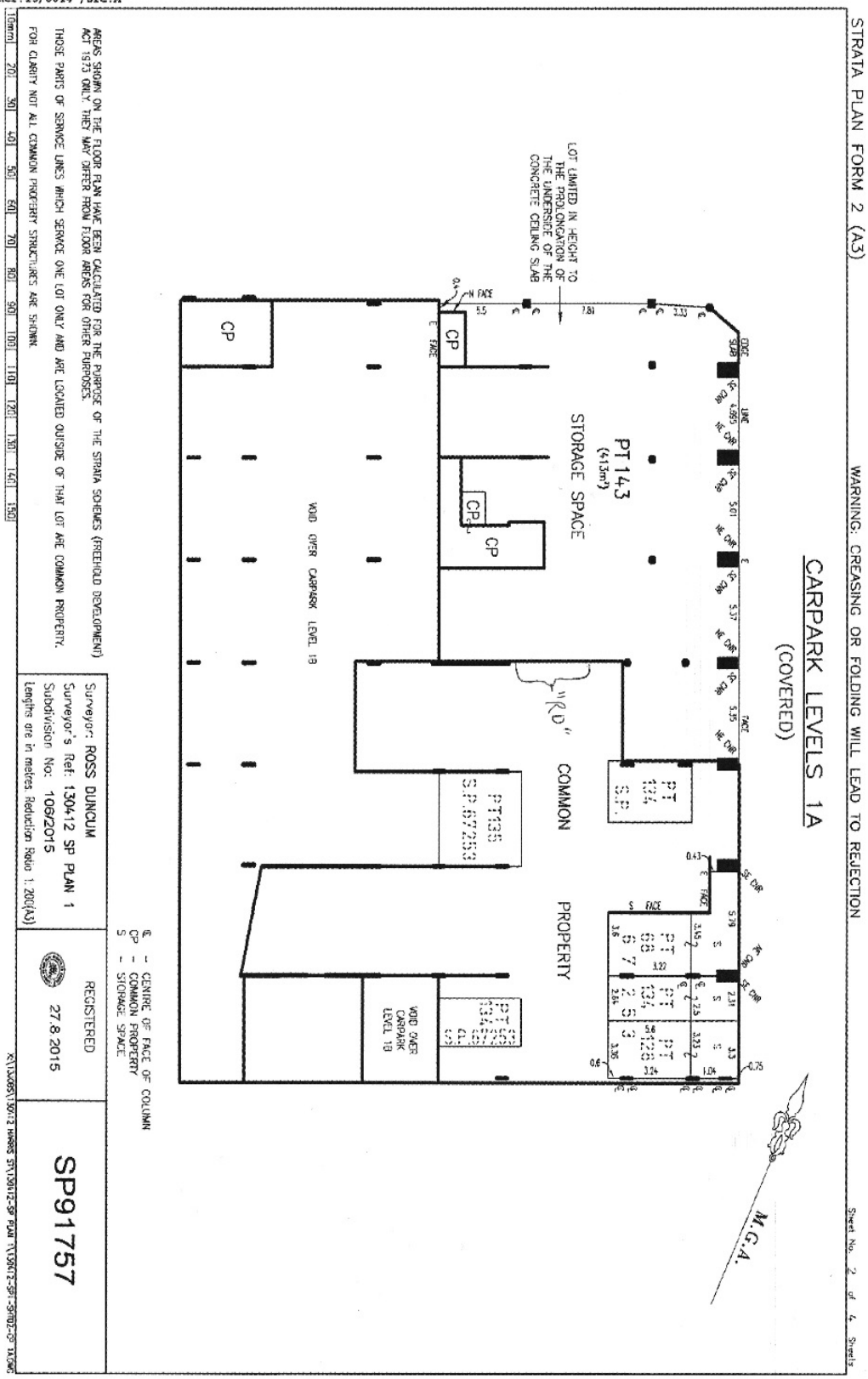
(See By-Law 62)

[The two plans referred to in By-Law 62 are

contained in the following two pages]

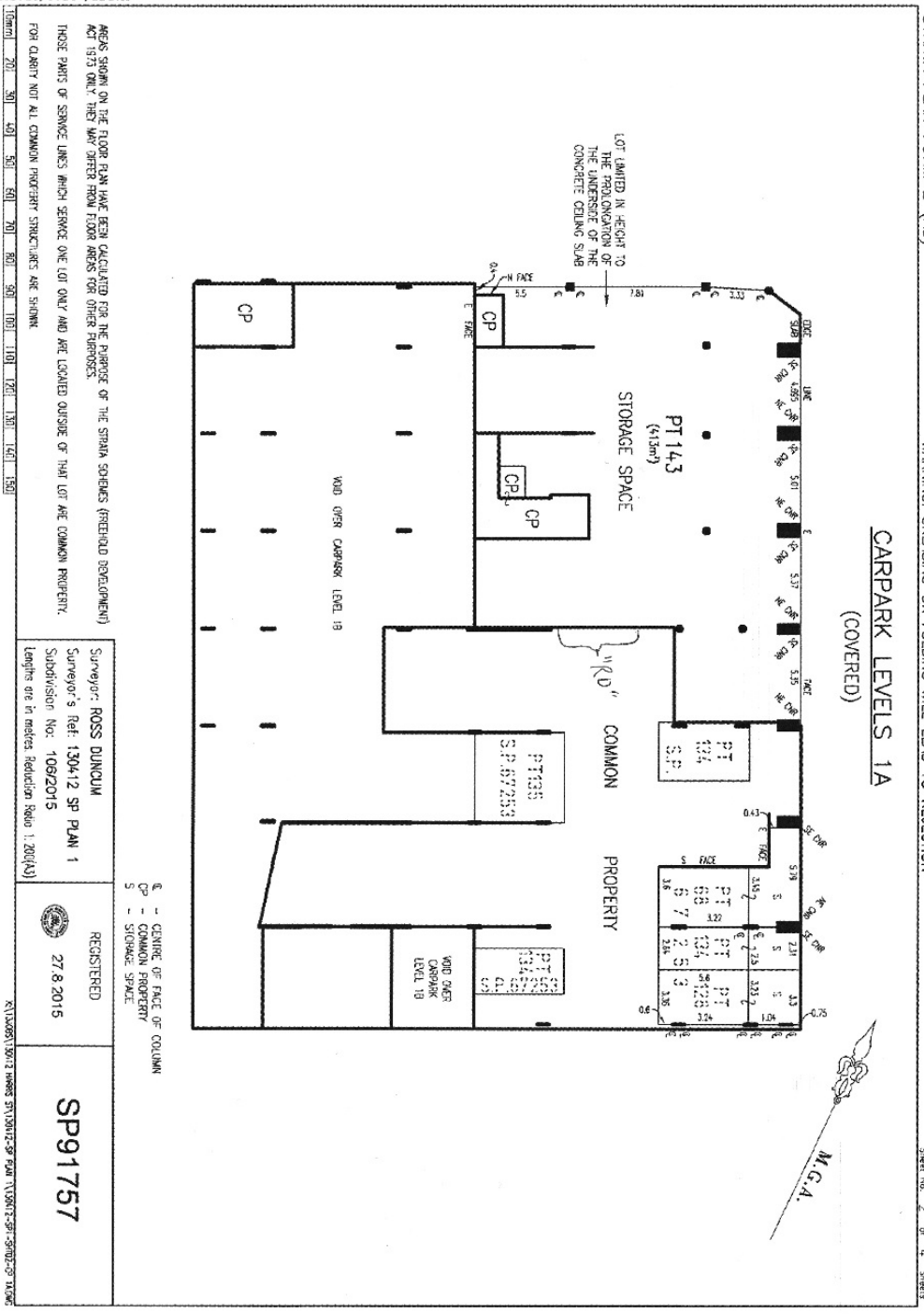
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Ref:15/0014 /Src:M



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Req:R209865 /Doc:SP 0091757 P /Rev:27-Aug-2015 /Sts:SC.OK /Prt:28-Aug-2015 07:33 /Pgs:ALL /Seq:2 of 8
Ref:15/0014 /Src:M



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ATTACHMENT "J"

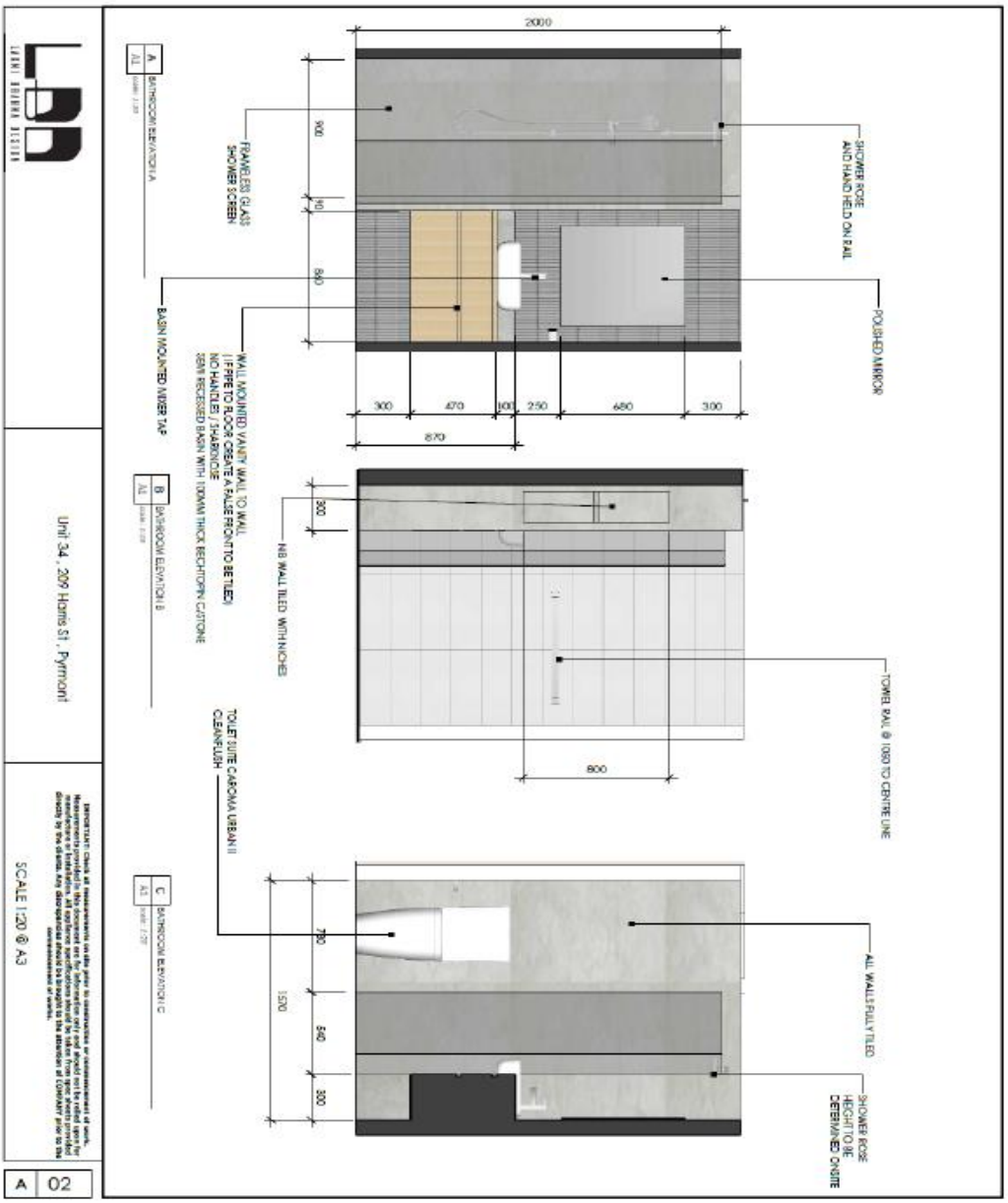
SP 67253 – CONSOLIDATED BY-LAWS

(See By-Law 63)

[The plan referred to in By-law 63 is below]

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Annexure A



The seal of The Owners – Strata Plan No. 67253 was affixed on 20 December 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): ……R.Van Aalst……

Name(s) [use block letters]: REENA VAN AALST

Authority: STRATA MANAGER

THE OWNERS - STRATA PLAN No. 67253 Common Seal

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Form: 15CH
Release: 2.3
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Monti Lawyers

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

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

(A) **TORRENS TITLE** For the common property
CP/SP67253

(B) **LODGED BY**

Document Collection Box	Name Company Address Email / Contact Number Customer Account Number / Reference	**CODE** **CH**

(C) The Owners-Strata Plan No 67253 certify that a special resolution was passed on 5 October 2022.

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E) Repealed by-law No. N/A
Added by-law No. Special By-Law No. 63
Amended by-law No. N/A
as fully set out below.
Please see attached.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporated the change referred to at Note (E) is annexed hereto and marked as Annexure 1.

(G) The seal of the Owners-Strata Plan No 67253 was affixed on 20 December 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: R Van Aalst

Name: REENA VAN AALST

Authority: STRATA MANAGER

Signature: _____

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

44247

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AT210022R

Residual Document Version 04

Lodger Details

Lodger Code	501337S
Name	ALLENS
Address	L 28, 126 PHILLIP ST SYDNEY 2000
Lodger Box	1W
Email	ADAM.GOULD@ALLENS.COM.AU
Reference	HVLS:121043256B

Miscellaneous Document

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
See Attachment		

Applicant

VODAFONE NETWORK PTY LTD ACN 081918461
Registered company

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

Attachment

See attached Dealing

Execution

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

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

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

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

Executed on behalf of	VODAFONE NETWORK PTY LTD
Signer Name	VICTORIA HOLTHOUSE
Signer Organisation	PARTNERS OF ALLENS
Signer Role	PRACTITIONER CERTIFIER
Execution Date	26/06/2023

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

Lodgment Rules Exception Form

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

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

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

Lodgment Rules exception number: * 75.1

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

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

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Form: 07TL
Release: 4·3

TRANSFER OF LEASE MORTGAGE OR CHARGE

New South Wales
Real Property Act 1900

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

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

STAMP DUTY — Insert Duties Assessment No. as issued by Revenue NSW Office.
Duties Assessment No. 10465051-003

(A) LEASE/CHARGE/MORTGAGE: See Annexure

(B) TORRENS TITLE: See Annexure

(C) LODGED BY — Document Collection Box; Name, Address or DX, Telephone, and Customer Account Number if any; Email: ; Reference: ; CODE TL TM TC

(D) TRANSFEROR: Vodafone Network Pty Ltd ACN 081 918 461

(E) The transferor acknowledges receipt of the consideration of $ and transfers to the transferee all the transferor's estate and interest in the above Lease

(F) Encumbrances (if applicable):

(G) TRANSFEREE: Towers Business Operations Pty Ltd ACN 659 221 495

(H) TENANCY: ~~CLICK & PICK >>>~~

DATE 28TH JULY 2022

(I) 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: Vodafone Network Pty Ltd ACN 081 918 461
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: Inaki Berroeta
Office held: ~~Chief Executive Officer~~ Director

Signature of authorised person:
Name of authorised person: Trent Czinner
Office held: Company Secretary

Authorised to amend.
Hilda Lowe
14/7/2023

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: Towers Business Operations Pty Ltd ACN 659 221 495
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: Inaki Berroeta
Office held: ~~Chief Executive Officer~~ Director

Signature of authorised person:
Name of authorised person: Trent Czinner
Office held: Company Secretary

Authorised to amend.
Hilda Lowe
14/7/2023

(J) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS*
The transferee certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

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

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Annexure A to Transfer of Lease, Mortgage or Charge

Parties: Vodafone Network Pty Ltd ACN 081 918 461 (***Transferor***) and Towers Business Operations Pty Ltd ACN 659 221 495 (***Transferee***)

Dated: 28th June 2022

*AR68800 (Current term), AR68801, AR68802 & AR68803 (Future Terms)

Site ID	Address	Registration Number	Title Details
1499	North Dover Heights -V	~~AB897471Y~~ *	Folio Identifier CP/SP3190
[redacted]			
1524	North Strathfield	AP503267B	Folio Identifier ~~136/SP76046~~ CP/SP70046
1525	Rosebery	AN532686Q	Folio identifier 100/1242838 now being CP/SP93641
1536	Currans Hill	AN904880X	Folio Identifier 1/1136070
1544	Tempe	AI206060G	Folio Identifier 16/651419 now being 2/1228007 2/659142,* 1/659141^ ^now being 5/1228007; *now being 4/1228007
1546	Crows Nest	AH95434C	Part folio identifier CP/SP49574 now being 22/706776
[redacted]			
~~1571~~	~~North Chipping Norton~~	~~AB182947L~~	~~Folio Identifier 39B/432241~~
1573	Lurnea	AK149639 (Current Term) AS12587 (Future Term) AS12588 (Future Term) AS12589 (Future Term)	Part Folio Identifier 1/523904 & 2/523904
[redacted]			
1586	Smithfield West 2	[redacted] AP162856; AR206656; AR206657; and AR206658	Folio Identifier 2/502272
1599	Eastwood Central	AM910465B	Folio Identifier CP/SP48982
1601	Pendle Hill	AR190405	Folio Identifier B/ 188920
1602	Riverview South	AP930403M	Part Folio Identifier 11 / 10084
1604	Chatswood West -V	AB676150 (as varied)	~~Folio Identifier 8/853704~~ Auto Consol 6673-10
1608	Prospect South	AM177861U	Lot 7 Block 6 in DP 975655
1617	Manly North	AM235412M	Folio Identifier CP/SP5403
~~1619~~	~~French's Forest~~	~~AN771986~~	~~Part Folio Identifier 1/865673~~
1621	Wollongong 2 Wilson Street	AP565280	Folio Identifier CP / SP9779
1624	Turramurra South	AN230438	Part Folio Identifier Auto Consol 9808-33 being 56/29436
1628	North Harbord	[redacted] AK114075 (Current term) AK114076 (Future term commencing 1 June 2025) AK114077 (Future term)	Folio Identifier 4/1/5466
1637	Harbord -V	AM931830	Part Folio Identifier CP/SP5423
1639	Baulkham Hills Central	AN344926U	Folio Identifier 3/1195652
1657	Unanderra - Five Islands Rd	AP675570 (Current Term) AP675571 (Future term commencing 1 February 2024) AP675572 (Future Term) AP675573 (Future Term)	Folio Identifier 3/1157196
1658	Bankstown Central	AB199317C	Folio Identifier 3/773698
1670	Grong Grong Fsr	9395958S	Folio Identifier 40/751677
1691	Borambola Fsr	8763595D	Folio Identifier 1/868546
1714	Bellevue Hill	AB694912B	Folio identifier CP/SP909
1728	Surry Hills North	AR533466	Part Folio Identifier 14678-222 (32/LF375)
1737	Spit Road	AJ470269	Part Folio Identifier CP/SP3861
1738	Manly Vale	AQ368422Q ^	Part folio identifier 1/701462 now being 10/1274357

^AQ368423 (Future Term), AQ368424 (Future Term) & ~~AQ3678425~~ AQ368425 (Future Term)

Authorised to amend. Hilda Lowe 14/7/2023

Authorised to amend. Hilda Lowe 12/9/2023

Authorised to amend. Hilda Lowe 12/9/2023

Authorised to amend. Hilda Lowe 12/9/2023

Authorised to amend. Hilda Lowe 30/11/2023

Authorised to amend. Hilda Lowe 12/9/2023

Authorised to amend. Hilda Lowe 12/9/2023

Authorised to amend. Hilda Lowe 14/7/2023

Trent Czinner
Company Secretary

Inaki Berroeta
~~Chief Executive Officer~~
Director

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Annexure A to Transfer of Lease, Mortgage or Charge

1745	Eastwood Five Ways	AK958727C	Part folio identifier 1/203693
1752	Northmead - Boundary Road	AR193785 (Current Term) AR193786 (Future term commencing 1 February 2025) AR193787 (Future Term) AR193788 (Future Term)	Part Folio Identifier 402 / 1008274
1764	Fairfield Heights - 2	AK297315	Folio Identifier Lot 100 in DP 1018839
1773	Bexley North 2	~~AM745069D~~ ^	Folio Identifier 36/17340 ^AR778273 (Current term), AR778274, AR778275 & AR7878276 (Future Terms)
1774	Revesby - 11 Marco Ave	AM720555J	CP/SP70977
1776	Bexley South	AR872490 (Current Term) / AR872491 (Future Term commencing 1 July 2026) / AR872492 (Future Term commencing 1 July 2031)	C/959283
1791	Glendenning -V	AB653110W	Part Folio identifier 7/957209
1799	Badgerys Creek North	[redacted] AM918056; AM918057; AM918058	Part Folio Identifier 17/28050
1803	Penshurst West -V	AM666629E	Part Folio identifier A/418788
1876	Camden Shops	[redacted] AG978910Y (Current Term Lease expiring 2026)	12/771220
1894	Cabramatta -V	AC21294	LOT 5 IN DEPOSITED PLAN 236708
1898	Port Macquarie CBD	AG792400J	Part folio identifier 1/1040459
1904	Lemon Tree Passage	AQ769688; AQ769689; AQ769690; and AQ769691	Part Folio Identifier 310/45639
1909	Carrington	AH939279	Part folio identifier CP/SP61133
1967	Armidale CBD	AG226216N and AG226217	Folio Identifier 32/551276
1969	Tamworth South	[redacted] AG943471V (3rd sequential lease - current) / AG943472T (4th sequential lease - future)	Part folio identifier 6/4/758951
1970	Gerringong *AG549525 (Future Term)	AG549524Y *and	Part folio identifier 100/1085137 now being 201/1169384
1996	Kiama Downs	AM406666 and AM406667	Certificate of Title Lot 1 DP 818463
~~2005~~	~~Bangor~~	~~AM40133C~~ [redacted]	~~Folio identifier 3/LF247~~ [redacted]
2028	East Sydney	AR96384K	Folio Identifier 1/ 115781 1
2030	Ultimo	AM271936V	Lot 1 on Deposited Plan 205248
2032	Zetland North	AR192320C [redacted]	Part Folio Identifier CP/SP39291 [redacted]
~~2036~~	~~Double Bay~~	~~AK491080D~~	~~Part folio identifier 1/555654~~ [redacted]

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Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 13/11/2023

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Annexure A to Transfer of Lease, Mortgage or Charge

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~~2041~~	~~Putney~~	~~AJ502039~~	~~Lot 20 in Deposited Plan 1139000now being 2/1208780~~
2042	Lane Cove 2	AP968415R	Folio Identifier 52/13386
2051	The Rocks	AR1051A	Part of Folio Identifier 1/1178736
2052	North Willoughby	AG110270D	Part folio identifier CP/SP 70702
2056	Balgowlah	AM842335S	Folio Identifier 2/610646
2070	Newport	~~AK337252~~ ^	Folio Identifier 2/221072

^AR810477 (Current term), AR810479, AR810481 & AR810484 (Future terms)

Authorised to amend. Hilda Lowe 12/9/2023

Authorised to amend. Hilda Lowe 14/7/2023

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2107	Nth Sydney - Mclaren St	AQ299242A	Part folio identifier 2/594077
2109	Petersham	AJ107012	Folio Identifier 102/DP881150

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2131	Pennant Hills	AJ813581	Folio Identifier 13/807903
2134	Mona Vale	AI37848B	Part folio identifier CP/SP41837
2146	Belmore	AB396627M	Folio identifier 3/1023214
2152	The Spit	AI283517A	Part folio identifier 1168/820301
2179	Epping	AI824917V	Part Folio Identifier 100/791188
2180	Fox Valley	AM717900M	Folio Identifier 702/1193414
2182	Broadway	AN115810U	Folio Identifier 1/184686
2186	Enfield *AM196354 (Current term); AM196355 (Future term)	~~AK562403G~~ *	Common Property in Strata Plan 7882
2199	Taylors Square	AI852242	Folio Identifier CP/SP30206

Authorised to amend. Hilda Lowe 12/9/2023

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2254	Burwood	AK375919	CP/SP65582
2255	Pyrmont - Novotel AS921330	~~AP661932~~	Folio Identifier 318 / 836419
2266	Eastwood	AM903315M	The whole of the land comprised in Certificate of Title AUTO CONSOL 14362-170
2274	Rose Bay	AQ551346J	Folio Identifier A/441483
2282	Lane Cove Mail	AM537968C	Part Folio Identifier 1/579164
2283	Annandale	AI713364	Part folio identifier CP/SP22018
2285	Marrickville	AI310946E	Part folio identifier 12/593725
2287	Lindfield Shops	AM526453A	Part Folio Identifier Lot 1 Deposited Plan 713832
2293	Town Hall	AM278026A	Part folio identifier 1/716105
2311	Queanbeyan City	AN217276U	Part Folio identifier Lot 2 Deposited Plan 591469

Authorised to amend. Hilda Lowe 12/9/2023

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2374	Swansea	AP751099	Part Folio Identifier 431 / 557823
2394	Warrawong	AP592820	Part Folio Identifier Auto Consol ~~8630 / 236~~ 8630-236 now being Lease Folio 9/LF108
2414	Parkes	AN478830K	Part folio Identifier 1/439854

Authorised to amend. Hilda Lowe 13/11/2023

AJ

2460	Yamba-luka	AK511128V	Part Folio Identifier 1/802768
2476	Bathurst 2	AQ261770L	Folio 1/774489
2479	Muswellbrook East	[redacted] AG935279H (current lease)	Part folio identifier 6/618467
2495	Elderslie	[redacted] AK508097; AK508098; and AK508099	Part Folio Identifier Lot 2 DP606159

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2501	Strathfield South	AB423779R	Folio identifier 2/605061
[redacted]			
2515	Sylvania Waters South	AC626848S	Part Folio identifier 1/239421
2516	Kirribilli	AK910931	Folio Identifier CP/SP4701
2521	Sandringham	AQ782507V	Part Folio Identifier B / 25589
2542	Belmore - Canterbury Leagues Club	AQ741986 (Current Term) AQ741987(Future term commencing 2 June 2025) AQ741988 (Future term) AQ741989 (Future term)	Part Folio Identifier 101/879064
2554	Holroyd -V	AH111848P	Auto Consol 9582-144
2562	Neutral Bay Junction	AN799367Q	Part Folio Identifier CP/SP6346
[redacted]			
2577	Dee Why North	AM847GC	Part folio identifier CP/SP3399
2698	Lismore CBD	AP931222L	Part Folio Identifier Lot 12 in Deposited Plan 789825
2775	Ardglen FSR	[redacted] AA265361H (Current Lease)	Certificate of Title Folio Identifier 2/1044940
2784	Edgeworth	AG755001J	Part folio identifier 2/830516
2787	Sydney Markets	AC83410K	Part Volume 8660 Folio 112 now being Lease Folio 1/LF566
2788	Sandgate	AG865436G	Part folio identifier 52/258131
2803	Fairfield South	AK882469T	Part lots 51 and 52 Auto Consol 7768-239 and Part Lot 53 Folio Identifier 53/6/1096
2805	Brighton Le Sands	AB993440A	Part Folio identifier 101/773760
[redacted]			
2808	Hunters Hill	AR506869	5/656224
2814	Caringbah 2	AK281807	Folio Identifier CP/SP13199
2818	Manly Corso	[redacted] AH100398; and AH100399	Folio Identifier 101/1069144
[redacted]			
2841	Punchbowl	[redacted] AN97385C (Current)	[redacted] Part Folio Identifier Auto Consol ~~4695 / 149~~ *4695-149 (Current)
2855	Chiswick	AM894018M	Folio Identifier CP/SP6677
2859	Bulli - Black Diamond Pl	AQ885435V	Folio Identifier 100/1141139
2861	Hillsdale	AQ322973J	Folio Identifier CP / SP81433
[redacted]			
2869	Rosehill	~~AC40511 AQ558526T~~	Folio identifier 1/777945
[redacted]			
2933	Strawberry Hills	AR787283	Part Folio Identifier 1/125240
[redacted]			
2937	Wappinguy	AI75065V	Part folio identifier Lot 36 DP 600010
[redacted]			
2956	Arncliffe	AQ400865D	Part Folio Identifier Lot 10 DP 1223765
2964	Bexley North	AQ284493G	Part Folio Identifier 11/624435

Authorised to amend.
~~*4695-149~~
~~4695-14~~ Hilda Lowe 30/11/2023

Authorised to amend.
Hilda Lowe 13/11/2023

Authorised to amend.
Hilda Lowe 12/9/2023

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Annexure A to Transfer of Lease, Mortgage or Charge

2972	Darlington	AK241984	Part Folio Identifier 48/~~DP~~877798
2983	Central Railway South	AI942381	Certificate of Title Folio Identifier 100/836645
21507	Leura -V	[redacted] AG105454 (Current Term) AG105455 (Future Term)	Part folio identifier 2/1056476
[redacted]			
27024	North Morrylands -V	AK533014 ~~AG214837N~~	Part Auto Consol 8455-62, being Lot 1 in DP28303
[redacted]			
27031	Allawah -V	AC865358A [redacted]	Folio identifier 263/7182 part [redacted]
27045	Canley Heights -V	AC294285H	Folio identifier 1/863135
27048	Cartwright -V	AD245508R	Folio identifier CP/SP59114
27071	Roseville South -V	AR601066; AR601067; AR601068; and AR601069	Part of folio identifier 1/17812
27073	Centennial Avenue -V	AB897462A	Auto Consol 7394-247 part
27074	Hunters Hill East -V	AM417423T	Part Folio Identifier 1/952575
27087	Putney Shops -V	AB730721M	Folio identifier 2/615158
~~27093~~	~~John Curtin Reserve -V~~	~~AB782409R~~	~~Folio identifier 10/135984 now being 2/1182346 2/1182362~~
27096	North Bondi 3g -V	AD592359S	Folio identifier 1/SP76091
27116	Rooty Hill -V	AC498075H	Folio identifier 24/806052 now being 1/1145826
27165	Casula Showtime -V	AB640334V	Folio identifier 101/747318
27270	Woodpark -V	AQ123611F; AQ123612; AQ123662; and AQ123663	Folio identifier 1/740318
27284	Waterloo -V	AB734799A	Folio identifier 70/786275
27642	Toongabbie Stn -V	AC13278C	Folio identifier 50/C/10697 and Auto Consol 8631-221
27645	Pitt Street -V	AC140548N	Folio identifier 1/1006059
27647	Spanish Quarter -V	AM914214G	Folio identifier CP/SP32388
27648	Newtown East -V	AQ184742U	Part Folio Identifier CP/SP44724
27652	British American Tobacco -V	AC395399D	Folio Identifier 32/550648
27654	Earlwood East -V	AB680375E	Folio Identifier 10/860437
27656	Gladesville -V	AK291500X	Folio Identifier CP/SP69134
27658	Wareemba -V	AC324667F	Folio identifier 2/310255
27659	Drummoyne South -V	AD362208A	Folio identifier CP/SP36304
27712	Dulwich Hill North -V	AM933202G	Part folio identifier 1/172648
27717	Walker Street -V	AM136767Y	Folio identifier CP/SP52656
[redacted]			
27960	East Gosford -V	AS866165 ~~AK626640~~	Part folio identifier 2/522279
28028	Berala -V	[redacted] AH311904R	Part folio identifier CP/SP75890
28134	Barangaroo -V	AJ755281Y	Part folio identifier Lot 1 DP 220397 now being Lease Folio 32/LF354
28142	Coogee North -V	AK315120	Folio Identifier CP/SP2457
28179	Pyrmont 209 Harris St	[redacted] AK176272 (Current Term) AK176273 (Future Term commencing 1 November 2025) AK176274 (Future Term)	Part Folio Identifier CP/SP 67253
28195	Banksia Station	AN256650	Part Folio Identifier 1/16021
240021	Oran Park -V	AK508133W	Part Folio Identifier 2/270899
240062	Mascot North	AN722131F	Part Folio Identifier CP/SP82064

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Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 14/7/2023

Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 14/7/2023

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Annexure A to Transfer of Lease, Mortgage or Charge

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~~240068~~	~~Silverwater Central -V~~	~~AK387286N~~	~~Part Folio Identifier Lot 4 in Deposited Plan 7944 S~~
240072	Bangalee -V	AK869390H	Folio Identifier Lot 12 DP700116
240093	Croydon Station	AM96378E	Part Folio Identifier CP/SP80588
240094	Cabramatta Shops -V	AK207844	Part Folio Identifier 1/1115916
240153	Mosman South -V	AK211039 ~~AB463261H~~	Part Folio Identifier CP/SP3059
240171	Parramatta Ferry -V	AQ771042C	Part Folio Identifier 2/706033
240189	West Hoxton	AM194323K ~~AM194324 (Future Term) & AM194325 (futureTerm)~~	Folio Identifier Lot 307 Deposited Plan 2475 being Part Auto Consol 4471-48
~~240192~~	~~Bronte North~~	[redacted] ~~AM644326X (Term 2 - Current Term expiring 7 May 2027) / AM644327V (Term 3) / AM644328T~~ (Term 4)	~~Part Folio Identifier CP/SP 7429~~
240203	St Peters (2538 Replacement)	AK405147	Part Folio Identifier CP/SP 69478
240209	Ashfield East -V (2257 replacement)	AJ613865	Folio Identifier CP/SP84904
240211	Redfern Station	AN913376	Part Folio Identifier CP/SP22906
240213	Seven Hills Station	AM30635H	Folio Identifier Lot 1 DP 1017307 now being Lease Folio 1/LF331
240215	Woollahra (2299 Replacement)	AN460768	Folio Identifier CP/SP1438
240258	Dulwich Hill (2009 Replacement)	AP564028	Part Folio Identifier 2/1232012
240301	Hyde Park (1727 Replacement)	AM742130U	Folio Identifier 10/812806
240307	Kings Park (1719 Replacement)	AQ215874J	Part folio identifier 2 / 542599
240314	Tabulam -V	AM294608K	Folio Identifier 100/752398
240319	Barraba -V	[redacted] AN700208 (Current Term) AN700209 (Future Term) AN700210 (Future Term)	Part folio identifier 177/752170
240321	Manilla	AR980647, AR980648 [redacted] ~~AM878034F~~ (1st Future Term) / AR980649 ~~AM878035D~~ (2nd Future Term) / AR980650 3rd Future Term)	Part Folio Identifier 97/752178
[redacted]			
240326	Warral -V	[redacted] AM600340 (Future term commencing 14 August 2022) AM600341 (Future Term) AM600342 (Future Term)	Folio Identifier 322/849270
240327	Piallamore -V	[redacted] AR41675 (Current Term) AR41676 (Future	Part Folio Identifier Lot 202 DP634300

Authorised to amend.
Hilda Lowe 13/11/2023

Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 13/11/2023

Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 12/9/2023

Authorised to amend.
Hilda Lowe 12/9/2023

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Annexure A to Transfer of Lease, Mortgage or Charge

		Term), AR41677 (Future Term), AR41678 (Future Term)	
AJ	240328	Moonbi -V	[redacted] AM377339 (Current term), AM377340 (Future term), AM377341 (Future term)	Folio Identifier 2/206049
AJ	[redacted]			
AJ	240345	Jemalong -V	AM268324X	Part Folio Identifier 4678/1164284
	[redacted]			
AJ	240352	Lowesdale (Riverina Hwy) -V	AR744338; AR744339; and AR744340	Folio Identifier 208/753746
AJ	[redacted]			
AJ	240357	Coffs Harbour CBD2	AM709330Y	Part Auto Consol ~~13240/51~~ 13248-51
	[redacted]			
AJ	240361	Coffs Harbour Jetty	AM66232E	Folio Identifier Lot 101 DP881341
	[redacted]			
	240373	Rushes Creek	AM812278W	Folio Identifier 10/1124677
AJ	240527	Burwood Elsie St -V	AM973000	Part CP/SP 88309
	240528	Spring Farm East	[redacted] AN893865 (Future Term commencing 30 May 2023) AN893867 (Future Term) AN893868 (Future Term)	Part Folio Identifier Lot 38 in Deposited Plan 1098588
AJ	[redacted]			
	240864	Dee Why Shops 2	AQ283813 (Current term), AQ283814 (Future Term), AQ283815 (Future Term), AQ283816 (Future Term)	Folio Identifier 135/SP98753
	240890	Boronia Park West 2	(Current Term) AR1521 (Future Term commencing 1 February 2025) AR1522 (Future Term) AR1523 (Future Term)	11/1031450
	240896	Albion Park (2864 Final Replacement)	AQ314219R	Folio Identifier 307 / 1223037
	241174	North Sydney 3 -V	AR653323	11/1091686
	241180	Central Station Metro	AQ340832 (Current term) AQ340833 (Future term commencing 1 July 2024) AQ340834 (Future Term), AQ340835 (Future Term)	Part Folio Identifier 1/1201476

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Annexure A to Transfer of Lease, Mortgage or Charge

440036	Tyagarah -V	AM786199H (Current Term) / AM786200C (Future Term commencing 31 August 2030) / AM786201A (Future Term commencing 31 August 2035)	104/1023126	
2005	Bangor	~~AB992054J~~ ***	Certificate of title volume 15200 folio 155 part	now being Part Folio Identifier 1/115648 (3/LF247)
2032	Zetland North	AR192278X	Folio Identifier 6/SP39291	
27031	Allawah -V	AN240784	Folio identifier 264/7182 part	
28028	Berala -V	AH311905	Part folio identifier CP/SP75890	
240890	Boronia Park West 2	AR1520	11/1031450	

AJ

***AS255037 (Current Term), AS255035 (Future Term), AS255034 (Future Term) & AS255033 (Future Term)

I, Alexander Jeffares, solicitor, Law ID 103914, am authorised to make these amendments dated 4 May 2023.

Signed: A Jeffares

Authorised to amend.

Hilda Lowe
14/7/2023

Inaki Berroeta
~~Chief Executive Officer~~
Director

Trent Czinner
Company Secretary

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Form: 07L
Licence: 01-05-028
Licensee:

LEASE

AE492002U

New South Wales
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY Office of State Revenue use only

(A) **TORRENS TITLE** Property leased: if appropriate, specify the part or premises

Portion of the land in Folio Identifier CP/SP67253 hatched on the plan at Annexure B to Lease AD 12783T, a copy of which is at Annexure B to this Lease.

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
28A	LLPN: 124247U ESPREON PROPERTY SERVICES DX 885 SYDNEY 02 9210 0993	L
	Reference AGS- 1174003S	

(C) **LESSOR**

THE OWNERS - STRATA PLAN NO. 67253

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) **LESSEE**

TELSTRA CORPORATION LIMITED ACN 051 775 556

(F) **TENANCY:** OFF L AD12783 ONC1

(G)
1. **TERM:** **FIVE (5) YEARS**
2. **COMMENCING DATE:** **1 February 2008.**
3. **TERMINATING DATE:** **31 January 2013.**
4. With 2 **OPTIONS TO RENEW** for a period of **Five (5) years** each set out in clause **5.4**.
5. With an **OPTION TO PURCHASE** set out in clause N.A.
6. Together with and reserving the **RIGHTS** set out in clause N.A.
7. Incorporates the provisions set out in **ANNEXURES** "**A**" and "**B**" hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. N.A.
9. The **RENT** is set out in **Item 8** of the **REFERENCE SCHEDULE**.

CT produced by LW on 3/2/09 (Dynamic Property Services) for lease

All handwriting must be in block capitals.
Total Pages (office use only) 9.

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DATE: ~~2008~~ 8 JANUARY 2009

(H)

FOR EXECUTION SEE LAST PAGE.

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of lessor:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of lessee:

(I) **STATUTORY DECLARATION**

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

Made and subscribed at in the

on

in the presence of—

Signature of witness:

Name of witness:

Address of witness:

Qualification of witness:

Signature of lessor:

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THIS IS ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN THE OWNERS - STRATA PLAN NO. 67253 AS LESSOR AND TELSTRA CORPORATION LIMITED ACN 051 775 556 AS LESSEE

The Lessor and Lessee covenant and agree that the provisions of Registered Lease AD12783 are deemed to be contained in this Lease as if they were fully set out in this Lease but subject to the following variations and amendments.

1. Schedule 1 is deleted and replaced with the following:

"SCHEDULE 1

Item 1. Lessor	Name:	**THE OWNERS - STRATA PLAN NO. 67253**
	Address for service of notices:	The Owners- Strata Plan 67253 C/- Dynamic Property Services Suite 2, Level 5 162 Goulburn Street SYDNEY NSW 2000 Tel: (02) Fax: (02)
Item 2. Lessee	Name:	**TELSTRA CORPORATION LIMITED** ABN 33 051 775 556
	Address:	c/- United Group Services Pty Ltd Level 13 215 Adelaide Street BRISBANE QLD 4000
	Attention: Tel: Fax:	Telstra Client Manager (07) 3239 4000 (07) 3239 4010
	AND	
	Address:	Level 41, 242 Exhibition Street MELBOURNE VIC 3000
	Attention: Fax:	Director, Telstra Property (03) 9632 3215
Item 3. Premises: (Clause 1.1)	An area of approximately 8 square metres being that part of the Building hatched on the plan at Annexure "B" and situated at 209-211 Harris Street, Pyrmont NSW 2009.	
Item 4. Land: (Clause 1.1)	Folio Identifier CP/SP67253	

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Item 5. Term: (Clause 1.1)	Five (5) years
Item 6. Commencement Date: (Clause 1.1)	1 February 2008
Item 7. Termination Date: (Clause 1.1)	31 January 2013
Item 8. Rent: (Clause 3.1)	$38,288.45 per annum Subject to Item 12. It being acknowledged that the Rent is a gross Rent inclusive of all usual building and statutory outgoings.
Item 9. Payment of Rent: (Clause 3.1)	Yearly in advance by way of electronic funds transfer of half of each instalment of the annual Rent to the Lessor and the other half to the registered proprietor of Lot 138 on the Land as of the date that the annual instalment of the Rent being paid is due by the Lessee.
Item 10. Permitted Use (Clause 3.6)	Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with this Lease including the exercise of any rights as set out in the Act.
Item 11. Options: (Clause 5.4)	Two (2) further terms of five (5) years each.
Item 12. Review of Rent: (Clause 3.1)	The Rent is to be increased on each Review Date by 5% per annum during the Term and any Further Term.

2. Clause 5.2 is deleted and replaced with the following clause:

" 5.2 Costs of Lease

(a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease.

(b) The Lessee must pay all stamp duty and registration fees payable on this Lease."

3. Annexure "B" is deleted and replaced with Annexure "B" of this Lease.

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THIS IS ANNEXURE B" REFERRED TO IN THE LEASE BETWEEN THE OWNERS - STRATA PLAN NO. 67253 AS LESSOR AND TELSTRA CORPORATION LIMITED ACN 051 775 556 AS LESSEE

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Telstra

PLAN FORMING ANNEXURE "B" TO LEASE
OF LAND AT PYRMONT
BY Owners Corporation 67253 LOBBY AREA
TO TELSTRA
DATED THE 21st DAY OF December 2006

'C' WORKS AREA TO BE LEASED BY TELSTRA (8m²)
CP DENOTES COMMON PROPERTY

LIFT CORE CENTRE CO-ORDINATES
SOUTH CORE 'A' E=332953
N=6250378
NORTH CORE 'B' E=332935
N=6250396

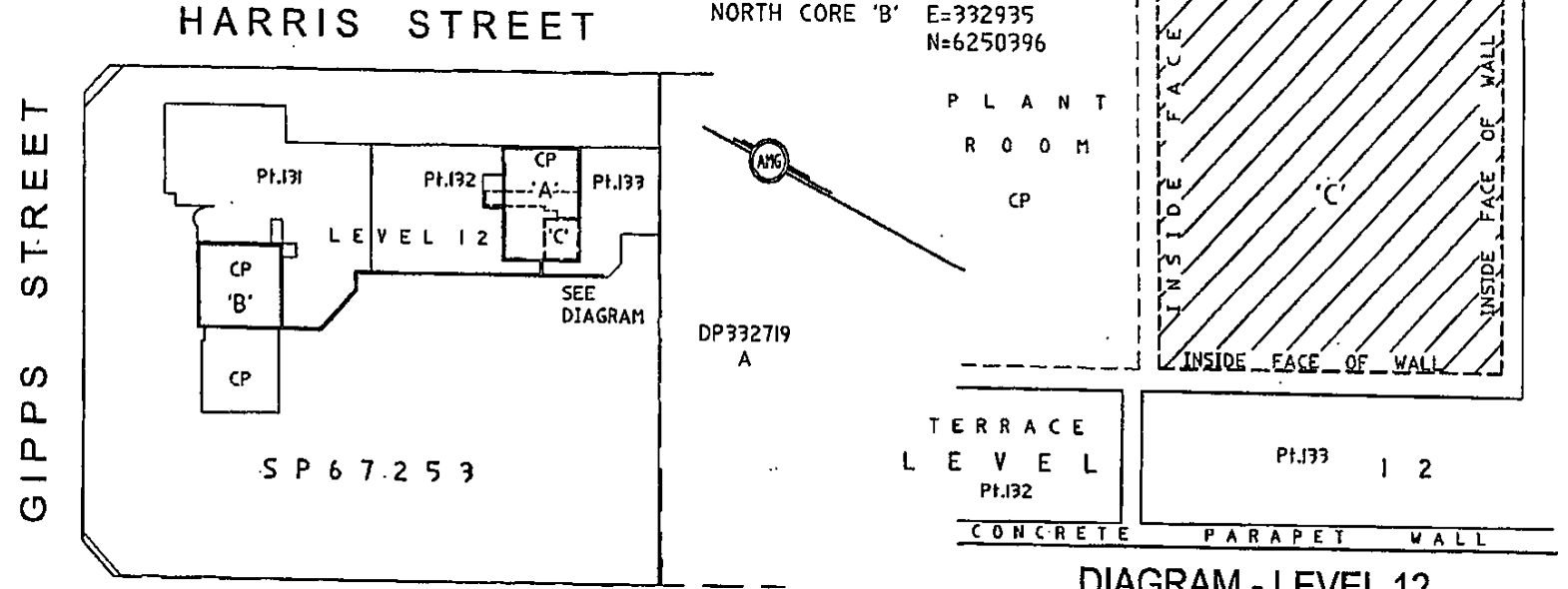


DIAGRAM - LEVEL 12
RATIO 1:50
0.5 0 0.5 1 1.5 2 2.5

LOCALITY PLAN
RATIO 1:500
5 0 5 10 15 20 25

L.G.A.: SYDNEY
LOCALITY: PYRMONT
PARISH: ST ANDREW
COUNTY: CUMBERLAND
REG. PROP.: THE OWNERS SP67253

25.06.2003
SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929. DATE

LEASE PLAN
209-221 HARRIS STREET
PYRMONT

TELSTRA CELLULAR MOBILE NETWORKS
SITE No. 26762
PYRMONT

WILLIAM L. BACKHOUSE Pty. Limited
SURVEYORS, PLANNERS & DEVELOPMENT CONSULTANTS.
ABN 88 003 000 708
Suite 8, 38 Brookhollow Ave.,
Norwest Business Park, Baulkham Hills
P.O. Box 601 Castle Hill 1765
DX 8483 Castle Hill
Telephone: (02) 9634 2866
Facsimile: (02) 9899 4286
e-mail: wlb@backhouse.com.au

RATIO AS SHOWN	SURVEYED DH
LEVEL DATUM AHD	DATE 19.02.2003
AZIMUTH AMG	REFERENCE CH3889.002
CAD FILE: CH3889A3	REVISION B
SHEET 1 OF 1	CHECKED WLB

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EXECUTED AS A DEED.

EXECUTED BY LESSEE

I certify that ANTHONY SEPTIMUS O'DONNELL (Attorney's full name), with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney for **TELSTRA CORPORATION LIMITED** under Power of Attorney registered Book **4457** No. **829**

Signature of witness:

Name of witness:

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below

Signature of Attorney:
ANTHONY SEPTIMUS O'DONNELL
Attorney's name:

Signing on behalf of:
TELSTRA CORPORATION LIMITED

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

EXECUTED BY LESSOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **The Owners - Strata Plan No.67253**

Authority: **Section 238 of the Strata Schemes Management Act 1996.**

The common seal of the Owners - Strata Plan No 67253 was affixed on 7 October 2008 2008 in the presence of

Name ..... Reena Van Aalst .....

Signature .....

being the person authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal

THE OWNERS - STRATA PLAN No. 67253 Common Seal

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AE492002

Approved Form 9

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 67253 hereby certifies that:

(1) the * dealing * ~~plan~~ + lease to Telstra was * executed * accepted * sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;

(2) the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said * dealing * plan.

The common seal of Owners - Strata Plan No 67253 was hereunto affixed on 7 October 2008 in the presence of Reena Van Aalst being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....

STRATA PLAN No. 67253 THE OWNERS Common Seal

*Strike out whichever is inapplicable.

+ Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

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AE492002

Approved Form 10

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 67253 hereby certifies that in respect of the strata scheme based on Strata Plan No. 67253

* (a) the initial period, as defined by that Act, expired before:

  * ~~issue by the * local council/* accredited certifier on ..... of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

  * ~~issue by the * local council/* accredited certifier on ..... of a certificate referred to in * section 13(2)(a) * section 16(2)(a).~~

  * issue by the owners corporation on 7 October 2008 of a certificate referred to in * section 28(4)(a) * section 32(4)(a).

* (b) at the date of issue of a certificate referred to in section * 9(3)(b); * 13(2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of Owners - Strata Plan No 67253 was hereunto affixed on 7 October 2008 in the presence of Reena Van Aalst being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

R Van Aalst

.....

.....

OWNERS STRATA PLAN 67253 Common Seal

* Strike out whichever is inapplicable.

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Form: 07L
Licence:
Licensee: Madgwicks Lawyers

LEASE

New South Wales
Real Property Act 1900

AK176274X

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.

RELEASED
STAMP DUTY
- 4 APR 2016
(A) TORRENS TITLE
TIME: 3.07

Office of State Revenue use only

Property leased: if appropriate, specify the part or premises

Part Folio Identifier CP/SP 67253 being the area shown hatched black on the plan annexed and marked 'B'

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	K M Harkness & Co GPO Box 4025, Sydney NSW 2001 **Telephone:** 02 9232 7966 Reference (optional): 4669	L

(C) **LESSOR**

The Owners - Strata Plan No. 67253

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. 2. 3.

(E) **LESSEE**

VODAFONE NETWORK PTY LTD ACN 081 918 461

(F) **TENANCY:**

(G) 1. **TERM** 5 years
2. **COMMENCING DATE** 1 November 2030
3. **TERMINATING DATE** 31 October 2035
4. ~~With an **OPTION TO RENEW** for a period of~~ ~~set out in~~
5. ~~With an **OPTION TO PURCHASE** set out in~~
6. ~~Together with and reserving the **RIGHTS** set out in~~
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
8. ~~Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered at the Land and Property Management Authority as No.~~
9. The **RENT** is set out in item / ~~clause~~ 7 of **the Information table in Annexure A**

KB

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DATE _____ / _____ / _____
dd mm yyyy

FOR EXECUTION CLAUSES, SEE ANNEXURE 'A'

(H) I certify that I am an eligible witness and that the lessor signed this dealing in my presence. [See note** below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness: SEE ANNEXURE FOR EXECUTION page 23

Address of witness:

***Note:* where applicable, the lessor must complete the statutory declaration below.**

I certify that I am an eligible witness and that the lessee signed this dealing in my presence. [See note** below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: SEE ANNEXURE FOR EXECUTION page 23

Address of witness:

(I) **STATUTORY DECLARATION***

I _____

solemnly and sincerely declare that–

1. The time for the exercise of option to renew / option to purchase in expired lease No. _____ has ended;
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 Oaths Act 1900.

Made and subscribed at _____ in the State of _____ 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 lessor:

* 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.

KB

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This is Annexure 'A' referred to in the lease between The Owners - Strata Plan No. 67253 (as lessor) and Vodafone Network Pty Ltd ACN 081 918 461 (as lessee)

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Information table

Parties

Name	**The Owners - Strata Plan No. 67253**
ABN	20 582 832 116
Short form name	**Lessor**
Notice details	C/- Dynamic Property Services Pty Ltd, Level 5, 162 Goulburn Street, Surry Hills NSW 2010 Attention Dynamic Property Services - Claire Wilson
Email address	Clairew@dynamicproperty.com.au
Name	**Vodafone Network Pty Ltd** ACN 081 918 461
ABN	31 081 918 461
Short form name	**Lessee**
Notice details	Level 7, 40 Mount Street, North Sydney, New South Wales 2060 Facsimile: (02) 9415 7041 Attention General Counsel

Items

Item 1	**Premises** (clause 1.1) The area in CP SP 67253 shown on the plan in Annexure B being part of the property known as 209 Harris St Pyrmont NSW 2009
Item 2	**The Land** (clause 1.1) The whole of the land comprised in Certificate of Title Volume CP/SD 67253
Item 3	**Commencing Date** (clause 1.1) 1 November 2030
Item 4	**Terminating Date** (clause 1.1) 31 October 2035
Item 5	**Term** (clause 1.1) 5 years

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Item 6 **Break Date** (clause 1.1 & clause 3.2)

N/A

Item 7 **Rent** (clauses 1.1 and 6.1)

At the Commencing Date the sum payable in the immediately preceding year adjusted in accordance with clause 7 and thereafter as reviewed pursuant to the terms of this Lease.

Item 8 **Rental Day**

The Commencing Date and then on the first Wednesday of each month of the Term.

Item 9 **Lessor's Bank Account** (clause 6.2)

Bank:	Macquarie Bank Limited
Branch:	Sydney
Account Name:	Dynamic Property Services Pty Ltd Trust Account for Strata Plan 67253
BSB:	182-222
Account Number:	2960-02959

Item 10 **Review Factor** (clauses 1.1 and7)

CPI

Iem 11 **Contact person** (clause 15.2)

Lessee:	The Property Manager, Vodafone Managed Portfolio Crown Castle Australia Pty Ltd
Telephone:	(02) 9495 9000 or 1800 006 667
Facsimile:	(02) 9495 9100

Lessor:	Dynamic Property Services - Claire Wilson
Telephone:	(02) 9267 6334
Facsimile:	(02) 9263 9955

Item 12 **Lessee's solicitors** (clause 21)

Madgwicks Lawyers
Level 33, 140 William Street
MELBOURNE VIC 3000
Telephone: (03) 9242 4744
Facsimile : (03) 9242 4777

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Date

2015

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Lease, unless the context otherwise requires, the following words and phrases have the meanings attributed to them in this clause:

Break Date means the date stated in Item 6.

Carrier means a carrier as defined in the Telecommunications Act.

Commencing Date means the date specified in Item 3.

Equipment means those items of plant and/or equipment of the Lessee, including without limitation of the generality of such term, all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin upon the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee.

Equipment Cabin means that part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its equipment.

GST means goods and services tax as described in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended) and related GST regulations, as amended from time to time.

GST Rate means the prevailing rate of the GST payable in accordance with the GST Law.

Information table means the part of this Lease described as the Information table.

Item means an item in the Information table.

Land means the land specified in Item 2.

Lessor's Improvements means the building or other structure on the Land and owned by the Lessor upon or within which the Premises are situate.

Payments mean the Rent and other amounts payable by the Lessee to the Lessor under this Lease.

Permitted Use means the use by the Lessee of the Premises, the Lessor's Improvements and the Land as is permitted to the Lessee under this Lease.

Physical Installation means the installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use of the Premises and does not include entering the Land to undertake an inspection, or surveying the Land.

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Plan means the lease plan which is annexed to this Lease as Annexure B.

Premises means the premises described in Item 1 of the Information table.

Related Body Corporate has the meaning attributed to that term by Section 9 of the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 7.

Rental Day means the days referred to at Item 8.

Review Date means each anniversary of the first Rental Day.

Review Factor means the percentage set out at Item 10.

Secure Premises means Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.

Sequential Lease means a lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.

Tax Invoice has the same meaning as given in the *A New Tax System (Goods and Services Tax) Act* 1999.

Taxable Supply has the meaning given in the GST Law.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Term means the term specified in Item 5.

Terminating Date means the date specified in Item 4.

1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

(a) statutes regulations ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes regulations ordinances or by-laws amending consolidating or replacing the same from time to time;

(b) the singular number includes a reference to the plural number and vice versa;

(c) any gender includes a reference to the other genders and each of them;

(d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;

(e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;

(f) a company or a corporation includes a person and vice versa;

(g) a clause number shall mean a reference to the respective clauses of this Lease;

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(h) any organisations associations societies groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that any of its powers or functions are transferred to any other entity body or group refer respectively to any such entity body or group established or constituted in lieu thereof or succeeding to similar powers or functions;

(i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and upon the Land with the consent of that party; and

(j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months.

1.3 Headings

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

1.4 All parties bound

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

1.5 Third parties

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

1.6 Severance

If any covenant agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

2. Statutory provisions

2.1 Exclusions

(a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.

(b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

2.2 Telecommunications Act

(a) This Lease is without prejudice to any rights of the Lessee pursuant to or arising under the Telecommunications Act, any statute, ordinance or regulation promulgated thereunder or replacement thereof.

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(b) To the extent that the Lessee is authorised under this Lease to undertake any activity in the nature of installation or maintenance, as those terms are used in the Telecommunications Act, the Lessor will not require further notice of that activity to be given under the Telecommunications Act.

3. Lease for the Term

3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

3.2 Termination on a Break Date

If the Lessee gives to the Lessor at any time not later than 6 months prior to a Break Date, a notice to the effect that from the Break Date, it wishes to terminate this Lease upon that Break Date, then this Lease will come to an end on the Break Date so specified.

4. Holding over

(a) If the Lessee continues to occupy the Premises beyond the Terminating Date the Lessee shall do so as a yearly tenant only, at a Rent payable annually in advance (at the same Rent as during the year preceding the Terminating Date) and otherwise on the same terms and conditions as this Lease.

(b) The tenancy so created is determinable at any time by either party by 1 year's notice given to the other party to expire on any date.

5. Permitted use

The Lessee may during the Term use the Premises and the Equipment on the Land for the purposes of a telecommunications base station forming part of a telecommunications network.

6. Payment of Rent

6.1 Payment

The Lessee must pay the Rent in advance on the Rental Days.

6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in Item 9. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in Item 9 provided that written notice of any such nomination is received by the Lessee not less than 30 days prior to the date upon which the Rent is payable. Payment by EFT by the Lessee's banker to the relevant nominated account by the due date is a full discharge for the payment.

7. Rent reviews

On each Review Date the Rent is increased by the CPI calculated using the formula:

$$\text{new rent} = \text{current rent} \times \frac{A}{B}$$

Where:

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A is the last published CPI before the Review Date;

B is the last published CPI before the previous Review Date (or, in the case of the first Review Date, before the Commencing Date).

For the purposes of this clause, **CPI** means the All Groups Consumer Price Index for Sydney, NSW published by the Australian Bureau of Statistics, or if that index no longer exists, or if the basis of calculating it changes, it means an index that the President of the Australian Property Institute (State Division) decides reflects changes in the cost of living in Sydney, NSW.

8. Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates taxes and outgoings (other than any electricity cost payable by the Lessee under clause 10) which may be payable in relation to the Premises.

9. GST

In this clause 9, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

9.1 GST

(a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.

(b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.

(c) Unless expressly indicated in clause 9.2, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.

(d) Unless expressly indicated in clause 9.2, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.

(e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

9.2 Recipient Created Tax Invoice (RCTI)

(a) For the purposes of this clause 9.2, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This clause 9.2 applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.

(b) The parties agree that:

(i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and

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(ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.

(c) The Lessee (or its agent):

(i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;

(ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;

(iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1) 2000.

(d) The Lessor acknowledges that:

(i) it is registered for GST and has been allocated an Australian Business Number; and

(ii) it will inform the Lessee if it ceases to be registered for GST.

(e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

9.3 Input tax credit entitlement

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

10. Electricity

10.1 Supply

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

10.2 Metering

(a) The electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.

(b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

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11. Lessor's covenants

11.1 Quiet enjoyment

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

11.2 Interference

(a) The Lessor acknowledges that the Permitted Use relies upon the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.

(b) The Lessor must not erect, nor may it permit the erection of, any structure on above or below the Land or upon the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.

12. Insurance

12.1 Cover

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency in respect of the same, adequate insurance in respect of the Premises for:

(a) public liability to an amount of not less than $20,000,000; and

(b) damage to the Equipment, including the costs of demolition and removal.

12.2 Global policy

Without limitation to clause 12.1 the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

12.3 Lessor's insurance

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on upon the Land.

13. Lessee's indemnity and warranty

13.1 Indemnity and release

The Lessee:

(a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts errors defaults or omissions of the Lessee or the Lessee's use of the Land; and

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(b) must indemnify and hold harmless the Lessor against all claims resulting from any damage, loss death or injury in connection with:

(i) the Premises and the use and the occupation of the Premises by the Lessee;

(ii) the Equipment; and

(iii) the Land to the extent caused or contributed to by the Lessee's use or occupation of the Land,

except to the extent caused or contributed by the Lessor's act, omission or breach of this Lease or any act or omission of the Lessor's employees, agents or contractors.

13.2 Limitation

(a) The release and indemnity in clause 13.1 does not apply to the extent that the accident, damage, injury or loss was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.

(b) Notwithstanding anything in clause 13.1, the Lessee will not be liable in respect of any indirect or consequential loss of the Lessor, however that loss may arise.

13.3 Warranty

(a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other tenants of the Land, than is reasonably necessary having regard to the Permitted Use.

(b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

14. Lessee's rights

14.1 No interruption

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

14.2 Installation and maintenance of Equipment

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may at any time during the Term install remove, modify, maintain, use and operate on the Premises such Equipment as is necessary for the Permitted Use now and in the future.

14.3 Equipment between Premises

If the Premises consist of a number of areas that do not connect to each other, the Lessee may install such above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures over the Land or within or upon the Lessor's Improvements as are necessary for the safe, continuous or proper use of the Equipment. To the extent that parts of the Equipment are to be installed at locations connecting the Premises in accordance with this clause, the Lessor grants a

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licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations connecting the Premises were part of the Premises.

15. Access

15.1 Operational access

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

(a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use at all times;

(b) to use in common with the Lessor and its tenants (if any) other parts of the Land and the Lessor's Improvements, all such electric main wires watercourses drains conduits risers installations appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into through along under over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and

(c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

15.2 Contact person

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons so nominated for the Lessor and the Lessee respectively, are the persons referred to in Item 11 or such other person as a party nominates in writing to the other from time to time to be its contact person.

15.3 Access protocols

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this clause 15.3, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee. The Lessee indemnifies the Lessor in respect of any reasonable cost expense or charges incurred by the Lessor in providing such access pursuant to a procedure applying under this clause.

16. Equipment

16.1 Ownership

The Equipment shall be and remain the property of the Lessee notwithstanding that any part or parts thereof may be or become affixed to the Premises or to the Land.

16.2 Removal

Unless the Lessor consents to the Lessee holding over in accordance with clause 4, upon expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground upon the Land, and restore so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

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17. Costs

17.1 Registration

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

18. Assignment and subletting

18.1 Prohibition

The Lessee must not assign this Lease or sublet the Premises except under clause 18.2 or with the prior written consent of the Lessor which must not be unreasonably withheld.

18.2 Exception to prohibition

The Lessee may at any time assign this Lease or sublet the Premises:

(a) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or

(b) to a Related Body Corporate of the Lessee; or

(c) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network,

but it must give notice of that assignment or subletting within a reasonable time after it occurs.

18.3 Assignment of Sequential Lease

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

19. Termination

19.1 By the Lessor

In the event of:

(a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or

(b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of written notice of that breach from the Lessor; or

(c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' written notice of termination to the Lessee.

19.2 By the Lessee

If at any time:

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(a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected;

(b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected or not dealt with within a reasonable time or approved upon conditions that are unreasonable in the Lessee's opinion;

(c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;

(d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or

(e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

then the Lessee may terminate this Lease by notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under clause 19.2(e).

19.3 Surrender of Sequential Leases

(a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.

(b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of the surrender of any Sequential Lease.

(c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office, if it is required, to enable the surrender of any Sequential Lease to be registered.

19.4 Rent pro-rata

If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

20. Destruction or damage to Premises

If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical inference or is destroyed or damaged to an extent which upon a reasonably formed view materially inhibits the carrying on of the Permitted Use upon the Premises, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date upon which the destruction or damage occurs until the date upon which it is repaired. If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated, then that matter must be referred to arbitration under the provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located. If the Lessor does not repair the damage or destruction within 3 months of its occurring, then the Lessee may terminate this Lease upon 1 month's notice.

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21. Notice

21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

(a) either:

(i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or

(ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and

also be served on the Lessee's solicitors, as stated in Item 12, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in paragraph (a) of this clause.

21.2 Service of notice on Lessor

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

(a) served personally or left addressed to the Lessor at the address stated in the Information table, or such other address as the Lessor notifies in writing to the Lessee; or

(b) sent by facsimile to the Lessor's facsimile number stated in the Information table, or such other number as the Lessor notifies in writing to the Lessee; or

(c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

21.3 Notices

(a) Any notice served by the Lessor or the Lessee under this Lease must be in writing and will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.

(b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.

(c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the said notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00pm on any day when it will be deemed to be served at 9.00am on the next day on which business is normally conducted in the place where the notice is being sent.

(d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

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22. Where the Premises comprise a colocated site

22.1 Application of clause

This clause 22 only applies where the Premises comprise a colocated telecommunications facility and the Equipment Cabin serves the equipment of the Lessee which is or is to be installed upon the Tower Premises by agreement with the Existing Carrier.

22.2 Definitions for clause 22

For the purposes of clause 22:

Existing Carrier means the party which is the lessee of the Tower Lease from time to time.

Tower means a tower pole mast railing support or other structure owned or operated by the Existing Carrier, upon which Equipment is or is to be installed.

Tower Lease means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor.

Tower Premises means the premises demised under the Tower Lease upon or within which the Tower is situated.

Tower Sub-Lease means the sub-lease or sub-leases or other occupation document entered into or to be entered into between the Existing Carrier and the Lessee.

22.3 Consent to Tower Sub-Lease

The Lessor:

(a) acknowledges that the Lessee and the Existing Carrier propose to enter into the Tower Sub-Lease which will facilitate the colocation of the Lessee's telecommunications facility upon the Tower; and

(b) agrees that it will not unreasonably withhold its consent to the granting of the Tower Sub-Lease.

22.4 Termination of the Tower Lease

(a) Without limiting the matters referred to in clause 22.3, the Lessor acknowledges that it may be a condition of the Tower Sub-Lease that the Existing Carrier must not terminate or surrender the Tower Lease or permit it to expire without first notifying the Lessee of such intention, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if in such event the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.

(b) If, at any time during the Term, the Tower Lease expires and no further tenure is agreed between the Existing Carrier and the Lessor or the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to such expiry or the Lessor so terminating the Tower Lease (as the case may be), the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of that anticipated expiry or the intention to terminate the Tower Lease (as the case may be). The Lessee may within 30 days after receipt of the Notice of Intended Termination, give notice to the Lessor (**Lessee's Notice**) requiring the Lessor to

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grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).

(c) If, at any time during the Term, the Existing Carrier becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to accepting the termination of the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Existing Carrier's Intended Termination**) of the Existing Carrier's proposed termination of the Tower Lease. The Lessee may within 30 days after receipt of the Notice of Existing Carrier's Intended Termination, give a Lessee's Notice to the Lessor requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease in accordance with clause 22.4(d).

(d) If the Lessee gives a Lessee's Notice, the Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or termination of the Tower Lease (whichever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises upon the same terms as the Tower Lease, but commencing upon the date upon which the Tower Lease is terminated and continuing for the balance of the Term, the commencing dates of which are subsequent to the date of the Lessee's Notice, and substituting the Lessee in place of the Existing Carrier. Upon the grant of any such lease or leases, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

22.5 Option in Tower Lease

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

(a) the Lessee will have the right by notice in writing (**Renewal Notice**) served on the Lessor within 30 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew contained were able to be exercised by the Lessee and the Lessee had exercised that option; and

(b) upon service of the Renewal Notice by the Lessee, the provisions of clause 22.4(d) will apply and the Lessor must grant to the Lessee a lease or leases of the Tower Premises in accordance with that sub-clause.

22.6 Additional right of termination

In the event of the Lessee:

(a) taking an assignment of the Tower Lease pursuant to clause 22.4(a);

(b) being granted a lease pursuant to clauses 22.4(d) or 22.5(b),

the Lessee may by notice in writing to the Lessor forthwith terminate this Lease.

22.7 Trilocation

The Lessor's obligations under clauses 22.4 and 22.5 are subject to any prior like rights in relation to the Tower Premises granted to a third party by the Lessor and the Existing Carrier, provided that the third party seeks to occupy the Tower Premises pursuant to those rights.

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23. Mortgagee's consent

23.1 Lessor to Obtain

If the Land is at the Commencement Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

23.2 Failure to Obtain

If the Lessor has not complied with 23.1 within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with clause 23.1.

24. Concurrent lease

(a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days written notice of its intention to do so.

(b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

KB

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Certified correct for the purposes of the Real Property Act 1900 by the company (strata scheme) named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person whose signature appears below.
Company: **The Owners – Strata Plan No. 67253**
Authority: **Section 238 of the Strata Schemes Management Act 1996**

THE OWNERS - STRATA PLAN No. 67253 Common Seal

Signature of authorised person:

Name of authorised person: **Karen Belcher**

Office held: **Staff person authorised by a principal officer of Dynamic Property Services Pty Ltd, (ACN 002 006 760) the strata managing agent of the Lessor.**

I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness

Name of witness

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney

Attorney's name

Signing on behalf of
Vodafone Network Pty Ltd
ACN 081 918 461

Power of attorney -Book 4662
-No 196

Latika Prasad
Solicitor NSW LSN 25729
Vodafone Hutchison Australia Pty Limited
40 Mount Street
North Sydney, NSW 2060
Australia

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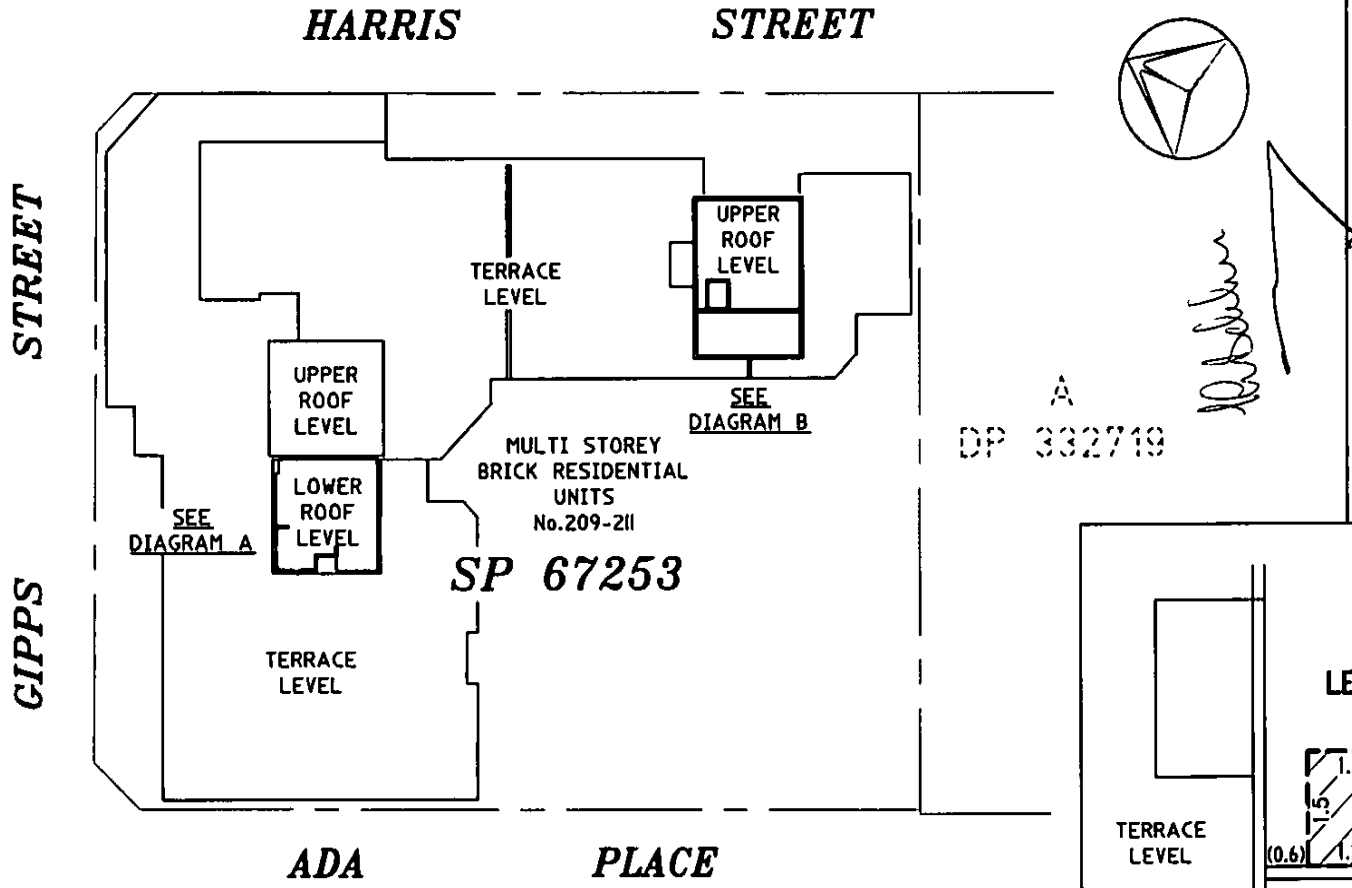


DIAGRAM A

SCALE: 1:100

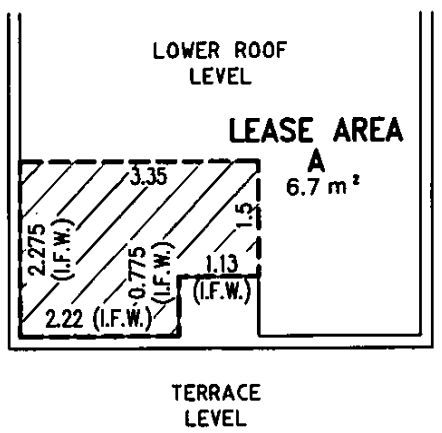
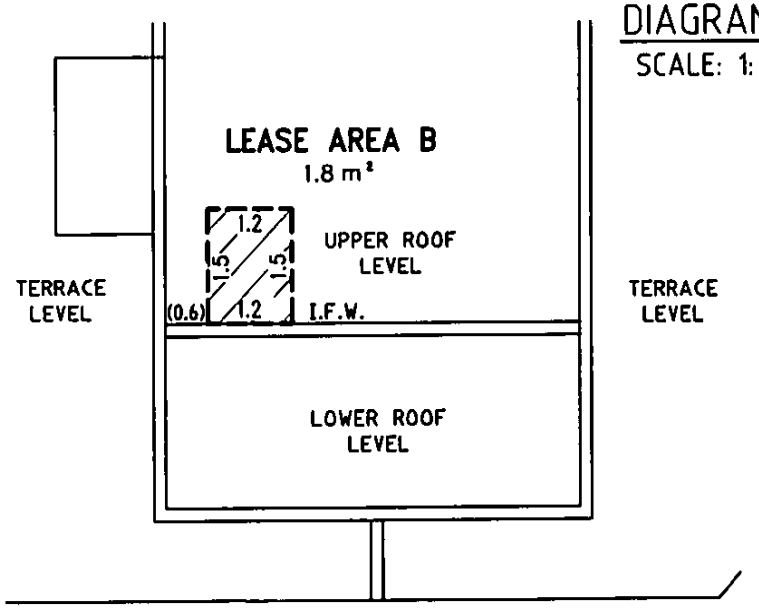


DIAGRAM B

SCALE: 1:100



summit GEOMATIC
REGISTERED CONSULTING SURVEYORS
SUMMIT GEOMATIC PTY LTD
PO Box 7809 Baulkham Hills BC NSW 2153
P: (02) 9836 3155 F: (02) 9836 3177
E: survey@summitgeo.com.au
W: www.summitgeo.com.au

Registered Surveyor Under The Surveying and Spatial Information Act 2002.

I.F.W. DENOTES INSIDE FACE OF WALL

LEASE AREA 'A' LIMITED IN HEIGHT FROM LOWER ROOF LEVEL TO 2.5m ABOVE LOWER ROOF LEVEL.
LEASE AREA 'B' LIMITED IN HEIGHT FROM UPPER ROOF LEVEL TO 2.5m ABOVE UPPER ROOF LEVEL.

LOT: CP	SURVEY: G.B.	DRWN BY: S.S.	VHA eJV SITE JS6871	VHA VODAFONE HUTCHISON AUSTRALIA	cpsglobal commercial property solutions
SP 67253	DATE: 11/05/2015	CHKD BY: G.B.	VHA SITE 28179		
L.G.A.: SYDNEY	FILE No: JS6871	DATUM: – ORIGIN: –	209 Harris Street		
PARISH: ST ANDREW	DRWG No: 4416_LE	ORIENTATION: T.N.	Pyrmont, NSW 2009		
COUNTY: CUMBERLAND	REV. No: C	SCALE: 1:400	Proposed Lease Area		

A4

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Approved Form 9

Certificate of Owners Corporation

The Owners – Strata Plan No. 67253 certifies that:

(1) On 5 August 2015 it passed a special resolution agreeing to the execution of the following dealings:

1. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2015 to 31 October 2020;
2. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2020 to 31 October 2025;
3. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2025 to 31 October 2030; and
4. Lease of the part of the Common Property in Strata Plan 67253 to Vodafone Network Pty Ltd ACN 081 918 461 being the areas indicated on a plan (in the lower roof level and the upper roof level) for the period 1 November 2030 to 31 October 2035.

pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act1973 have been complied with in respect of the said dealing or plan.

The common seal of The Owners – Strata Plan No. 67523 was hereunto affixed on 4 April, 2016 in the presence of **Karen Belcher** being the person authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....

.....

THE OWNERS - STRATA PLAN No. 67253 Common Seal

RELODGED

- 4 APR 2016

TIME: 3:03

1/1

Original with AK176271 & 2

PLAN FORM 2

Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

MULTIREX BAUHAUS PTY LIMITED ACN 093 153 998 under Power of Attorney dated 6 July 2001 (Book 4315 No 10) granted by ACN 081 123 140 Pty Limited

ROSS A McDIVEN - DIRECTOR

KAREN MAREE PEDERSEN - DIRECTOR

MULTIREX BAUHAUS PTY LIMITED ACN 093 153 998, as mortgagee

ROSS A McDIVEN - DIRECTOR

KAREN MAREE PEDERSEN - DIRECTOR

Dated at Sydney this ..... day of .....

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) by its Attorney .....

who declares that he/she holds the office specified in the power of attorney registered No. 840 Book 4228

.....

(Signature)

.....

(Print Name)

MANAGER

(Title)

Crown Lands Office Approval

PLAN APPROVED .....

Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

NEW ROAD set out herein

(Insert 'subdivision' or 'new road')

.....

†Authorised Person/~~General Manager/Accredited Certifier~~

Consent Authority: CITY OF SYDNEY

Date of endorsement: 24 DECEMBER 2001

Accreditation No.: .....

Subdivision Certificate No.: 46 / 2001

File No.: U2001/44

Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

†Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 010511 SUB.

SURVEYORS (PRACTICE) REGULATION 2001: CLAUSE 32(2)

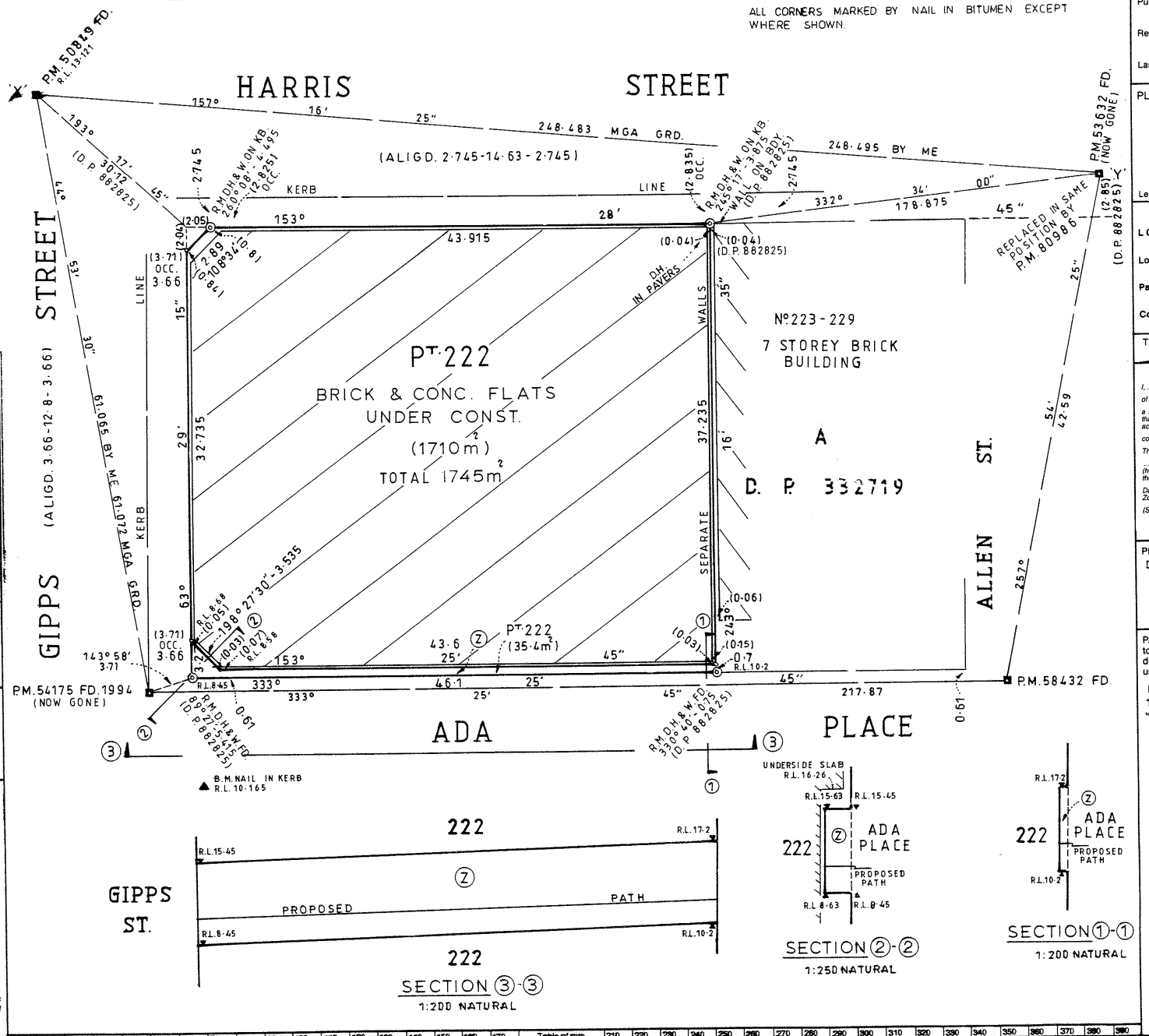
MARK	MGA CO-ORDINATES EASTING	NORTHING	ZONE	CLASS	ORDER	R.L.	ACC.
P.M.50849	333055·142	6250633·394	56	B	U	13·121	2
P.M.53632	333151·133	6250404·216	56	B	U		
P.M.54175	333012·040	6250590·131	56	B	U		
P.M.58432	333109·489	6250395·289	56	C	U		

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS AT 11·12·2001. COMBINED SCALE FACTOR 0·999942

ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.

(Z) - ROAD WIDENING LIMITED IN DEPTH TO THE SLOPING PLANE AS DEFINED BY THE R.L. AT EACH CORNER AND LIMITED IN HEIGHT TO 7 METRES ABOVE THIS PLANE. (SEE SECTIONS)

ALL CORNERS MARKED BY NAIL IN BITUMEN EXCEPT WHERE SHOWN.



DP1037164

Registered: 21.01.2002

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: SYDNEY SHT. 101

Last Plan: (DP 217537*), DP882825

PLAN OF SUBDIVISION OF LOT 22 D.P. 882825

Lengths are in metres. Reduction Ratio 1: 250

LGA SYDNEY CITY

Locality: PYRMONT

Parish: ST. ANDREW

County: CUMBERLAND

This is sheet 1 of my plan in ..... sheets.
(Delete if inapplicable).

Surveyors (Practice) Regulation 2001

I, MARK JOHN ANDREW

or DENNY LINKER & CO PO BOX 630 SYDNEY

a surveyor registered under the Surveyors Act, 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 2001 and was completed on 11.12.2001

The survey relates to .....

(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Datum Line: 'X'-'Y'

Zone: Suburban/~~Country~~

(Signature) .....

Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/~~compilation~~.
D.P. 882825

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE AREA SHOWN AS "ROAD WIDENING" TO THE PUBLIC AS ROAD.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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CITY OF SYDNEY

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

+61 2 9265 9333
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au

INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	250169
Address of property:	209 Harris Street , PYRMONT NSW 2009
Owner:	THE OWNERS - STRATA PLAN NO 67253
Description of land:	Lot 222 DP 1037164, Lots 138-142 SP67253, Lot 143 SP 91757, Lot 144 SP 91757, Lots 1-9 SP 67253, Lots 11-136 SP 67253
Certificate No.:	2024319243
Certificate Date:	20/11/25
Receipt No:	APC-489045
Fee:	$69.00
Paid:	20/11/25

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 MU1 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone
• To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.
• To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
• To minimise conflict between land uses within this zone and land uses within adjoining zones.
• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
• To ensure land uses support the viability of nearby centres.
• To integrate suitable business, office, residential, retail and other land uses in accessible locations that maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent
Home occupations

3 Permitted with consent
Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2 or 4

4 Prohibited
Extractive industries; Heavy industrial storage establishments; Heavy industries; Pond-based aquaculture

PROPOSED ZONING

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: Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023

This Planning Proposal – Sydney Local Environmental Plans – Policy and Housekeeping Amendments 2023 (planning proposal) details the intent and justification for the proposed amendments to Sydney LEP 2012 and Sydney Local Environmental Plan 2013 (Green Square Town Centre) 2013 and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (Green Square Town Centre LEPs).

Sydney Development Control Plan 2012: Policy and Housekeeping - Amendments

The purpose of this draft development control plan (DCP) is to amend the Sydney Development Control Plan 2012 with updates to better support the City's strategic priorities of housing, greening, parking, sustainability and amenity.

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012: Conservation Areas Review

This planning proposal amends Sydney LEP 2012 to remove and add certain properties to the City’s existing Heritage Conservation Areas.

Sydney Development Control Plan 2012: Conservation Areas Review

The purpose of the draft development control plan is to amend Sydney Development Control Plan 2012 including its general heritage provisions and the contribution status or certain properties.

Draft Sydney Development Control Plan 2012: All-electric development

The purpose of this Development Control Plan (DCP) is to amend the Sydney Development

Control Plan 2012 to insert new provisions that:

(a) continue to restrict the use of indoor gas appliances (cooktops, ovens and space heaters)

in new residential accommodation for applications lodged after 31 December 2025;

(b) require the erection of new prescribed office premises, residential accommodation, prescribed hotel or motel accommodation and prescribed serviced apartments to be fully electric for applications lodged after 31 December 2026;

(c) clarify how the all-electric requirement applies to food and drink premises within affected development; and

(d) clarify how development applications can demonstrate that a building is designed to support all-electric appliances and systems.

Planning Proposal - Affordable Housing Contributions Review - 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 and Draft City of Sydney Affordable Housing Program 2024

The City is proposing changes to the City of Sydney affordable housing program which applies to all development applications in our local area. The proposed changes will:

- increase the equivalent cash contribution rates (dollar rates);
- require the local government area wide contribution to be a cash contribution, and remove the option to dedicate built dwellings
- simplify the rezoning contribution requirement and require the dedication of built dwellings where appropriate.

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application from or by downloading the application form from www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

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 (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.

State Environmental Planning Policy (Sustainable Buildings) 2022

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)

(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:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26th November 2021	**NO**
▪ City of Sydney Development Contributions Plan 2015 – in operation 1st July 2016	**YES**
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16th May 2007	**NO**

Notes:

- 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) – Adopted 26 June 2023.

- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au

(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 & Industrial and Business Buildings Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Industrial and Business Buildings 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.**

▪ 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 Industrial and Business Buildings Code).	**NO**
▪ 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 *Heritage Act 1977* or that is subject to an interim heritage order under the *Heritage Act 1977*.	NO
▪ 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**
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the *Wilderness Act 1987*.	**NO**
▪ 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**
▪ 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**
▪ 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**
▪ 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**
▪ 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**
▪ 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**
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	**NO**
▪ 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**
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	**NO**
▪ 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.

Industrial and Business 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.

YES

(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.

YES

(3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Flood Risk Management Manual* (ISBN 978-1-923076-17-4) published 30 June 2023 by the NSW Government.

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 as 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 Aerotroplis

Not Applicable.

(21) Development consent conditions for seniors housing

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

(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*.

(23) Water or sewerage services

Water or sewerage services are not provided to the land under the Water Industry Competition Act 2006

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

(24) Special entertainment precincts

The land to which the certificate relates is not in a Special Entertainment Precinct.

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 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

9am – 5pm 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

Sewer Service Diagram

Application Number: 8004825927

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD H.S. 73e

DIAGRAM OF SANITARY DRAINAGE

Municipality of City of Sydney (Pyrmont) **SEWER AVAILABLE** Diagram No. 23631/2

SYMBOLS AND ABBREVIATIONS CENTRAL MOTOR SNG.

⌑	Boundary Trap	R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	—o—	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
G.I.	Grease Interceptor	oVert.	Vertical Pipe	T.	Tubs	W.I.P	Wrought Iron Pipe
⊠	Gully	oV.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P	Cast Iron Pipe
P.T.	P. Trap	oS.V.P.	Soil Vent Pipe	W.C.	Water Closet	F.W.	Floor Waste
R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Existing drainage shown by black lines. Scale : 40 Feet to an Inch ~~New drainage shown by full blue lines~~

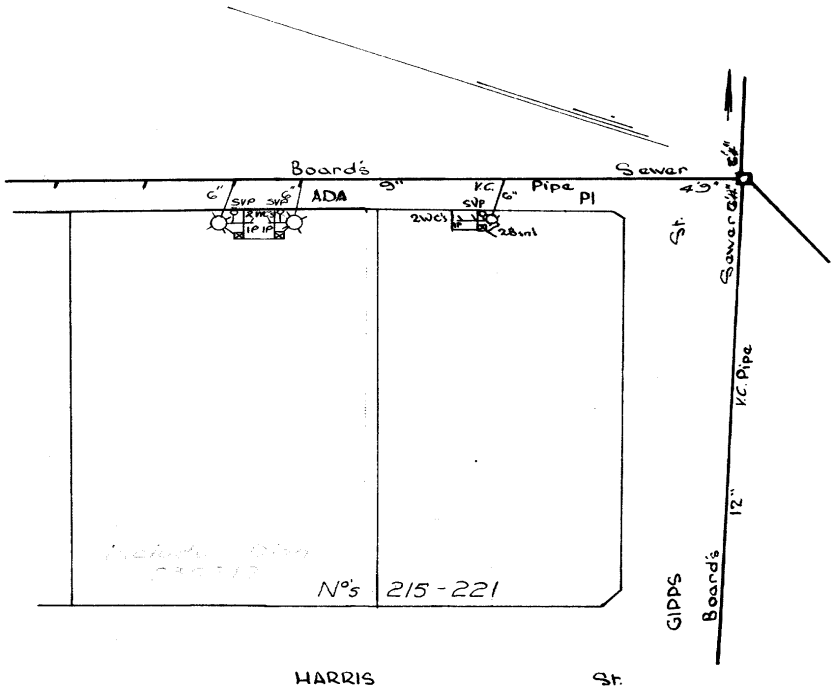
~~This diagram is the property of the Owner and is to be returned to him on completion of the work~~

~~Certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.~~

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws and Regulations.
(4"dia. pipes may be used in lieu of 6"dia pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector.)

This work will be tested from .....



SHEET N° 3709

..... 19...

015 846 For Engineer-in-Chief

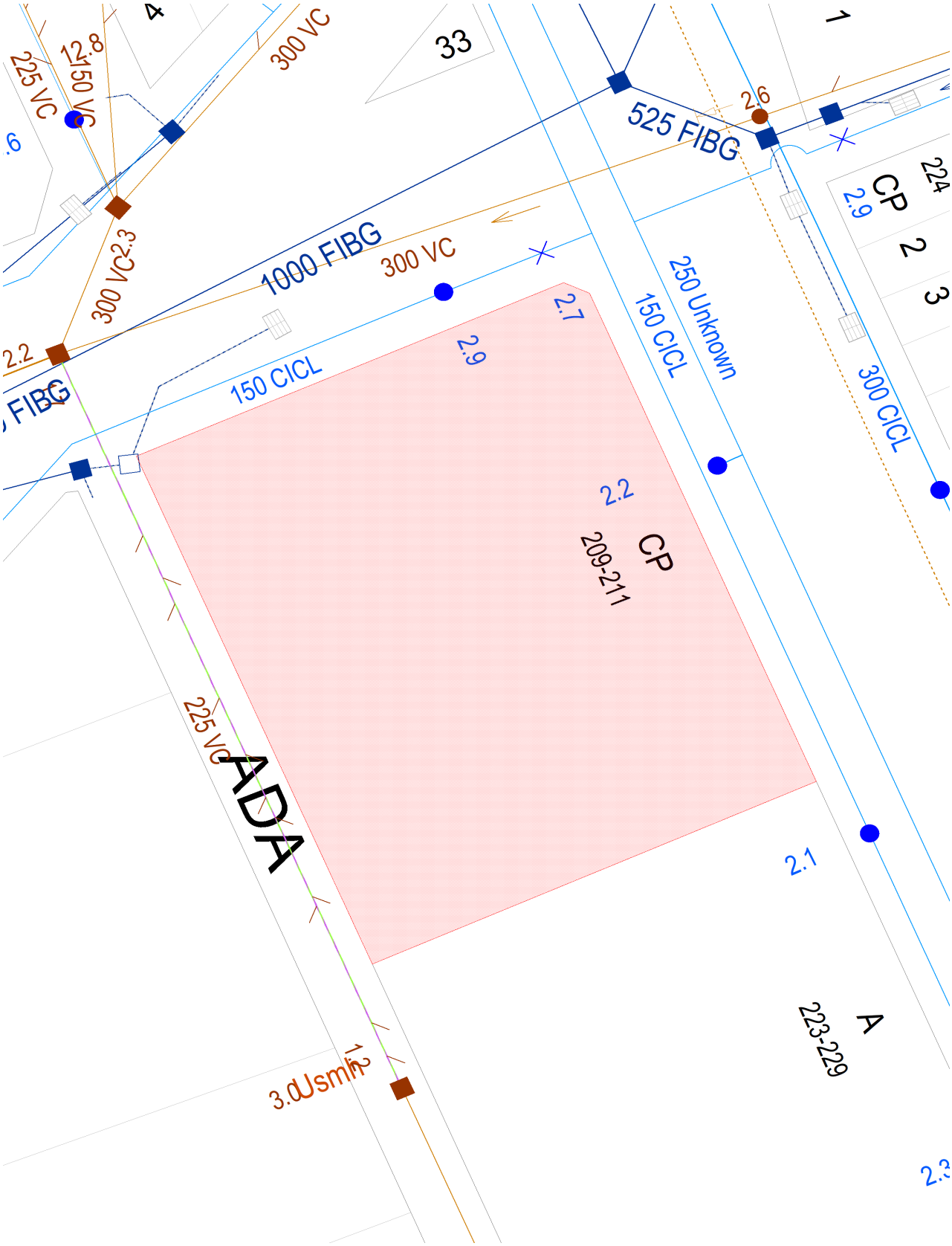
OFFICE USE ONLY						
W.C.	Designed by	Date	Inspector	First Visit	Passed	Date
Bth.	..... Inspector	/ /	.....	/ /	/ /	/ /
Shr.	Examined by		Date	..... Inspector		/ /
Bsn.	..... Chief Inspector	/ /	Outfall ..... H.L L.L	Checked with Design and Diagram		
KS			Drainer	..... Chief Inspector		/ /
T			Boundary Trap ~~is not~~ is required.			
Plg.						
Dge. Int.						
Dge. Ext.	DESIGN			CHECKED		

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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: 8004825936



Document generated at 19-11-2025 06:00:21 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

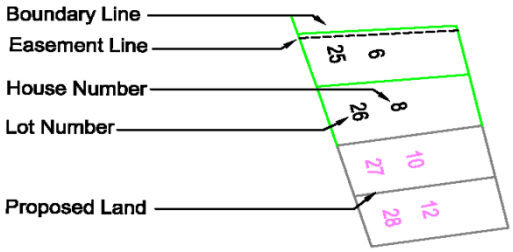
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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**.

Schedule 2 Requisitions on Title and Clearance Certificates

© New South Lawyers

Australian Government
Australian Taxation Office

NATMARC PROPERTY PTY LTD
7/58-60 BUCKINGHAM STREET
SURRY HILLS NSW 2010

Our reference: 7165305818713
Phone: **13 28 66**

1 December 2025

Your foreign resident capital gains withholding clearance certificate

› Purchasers are not required to withhold and pay an amount
› Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411165406243
Vendor name	NATMARC PROPERTY PTY LTD
Clearance Certificate Period	21 November 2025 to 23 November 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Strata Title (Commercial) Property Requisitions On Title

Vendor: Natmarc Property Pty Ltd
Purchaser:
Property: 134, 209 Harris St Pyrmont NSW 2009
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 is the nature of any tenancy or occupancy?
   (b) If it is 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) What is the current rent payable?
   (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
   (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
   (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
   (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
   (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
   (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
   (k) Are there any sub-leases? If so, copies should be provided.
   (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994*?
   If so:
   (a) complete copies of the disclosure statements as required by that Act should be provided;
   (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
   (c) is the vendor aware of any provisions of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has not been entered into in contravention of that Act?
   (d) Are there any retail tenancy disputes on foot? If so, please provide details;
   (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
   (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of their property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
6. If any 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

7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise and recorded as the owner of the property on the strata roll, free from all other interests.
8. 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)*.
9. Any mortgage or caveat must be discharged or withdrawn (as the case may be) or 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*).
10. When and where may the title documents be inspected?
11. Are any fixtures, fittings or goods included in the sale subject to:
    (a) any interest by way of mortgage charge, trust or power; or
    (b) any right of removal in favour of a third party?

    If so, details must be given and any indebtedness or restriction or right discharged or removed prior to completion or title transferred unencumbered to the vendor prior to completion.
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922*, *Access to Neighbouring Land Act (2000)*, Section 88K of the *Conveyancing Act 1919*, Section 40 of the *Land & Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is *yes*, please provide full details.

Rates and taxes

14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
15. 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

16. 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.
17. 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.
18. 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 6 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*.

19. Are the improvements affected or have they been previously affected by:
(a) termite infestation, treatment or repair?
(b) flooding or dampness?
(c) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
(d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?

If so, please provide full details.

20. 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?

21. 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?

22.
(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*?

23. Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

24. 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 such as underground pipes or structures?
(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 charge or liability including liability for remediation of the property, or

proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?

(e) If the answer to any part of 24(d) is *yes*, please:
  (i) provide full details;
  (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
  (iii) provide full details regarding the extent of any non-compliance.

Owners corporation management

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

Capacity

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

Warranties and service contracts

30. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
31. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

32. 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.
33. 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.
34. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

35. Please confirm that on completion you will hand to us:
  (a) a discharge of any mortgage and withdrawal of any caveat and the appropriate Section 118 Notice;
  (b) the Certificate of Title Folio Identifier;
  (c) Transfer executed by the vendor and Section 118 Notice;
  (d) the vendor’s copies of all leases and disclosure statements;
  (e) notices of attornment;
  (f) all keys in the possession of the vendor;
  (g) original of any Building Certificate;
  (h) original of any Survey Report;
  (i) original occupation certificate;
  (j) instruction manuals and warranties for any plant belonging to the vendor;
  (k) any third party guarantees together with appropriate assignments;
  (l) any documents required for the purchaser to have benefit of any bonds;
  (m) tax invoice;
  (n) depreciation schedule;
  (o) any documents required for the purchaser to have good title to any fixtures, fittings or goods;
  (p) keys and other mechanisms (such as remote control equipment) for access to the

premises (internal and external)

36. The purchaser reserves the right to make further requisitions prior to completion.

37. 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.

Schedule 3 Deed of Guarantee and Indemnity

This Deed is made on the **day of** **202_**

Parties

Between: the **Vendor**

and the **Guarantor**

Background

A The Vendor is the registered proprietor of the Property.

B The Guarantor has agreed to enter into this Deed.

Operative Provisions

1 Interpretation

1.1 Definitions

In this Deed unless a contrary intention appears:

Business Day	means any day except a bank or public holiday throughout NSW or a Saturday or Sunday.
Claim	means any claim in relation to a Loss, Cost, charges, allegation, suit, action, demand, debt, cause of action or proceeding of any kind whether arising or made at common law (whether in negligence or otherwise), under or in connection made under or in connection with this Deed, the Contract or the Property whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute and whether involving a third party or a party to this Deed or otherwise.
Contract	means the Contract for Sale and Purchase of Land dated [ ] entered into between the Vendor and the Purchaser.
Costs	means

(a) costs, charges, expenses including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);

(b) damages, Loss, injury (whether actual or contingent), suffered or incurred by a party; and

(c) any fines, penalties, interest or similar items imposed by any legislation.

Guarantor	means the guarantor named in this Deed.
Law	means statutes, regulations, rules, proclamations, ordinances or by laws present or futures made by an Authority.
Loss	means any loss, damage (including death or injury) or Cost of any kind.
Person(s)	includes an individual, firm, body corporate, association (whether incorporated or not) government or governmental, semi-governmental and local authority or agency or any entity recognized by law.
Parties	means the Vendor and the Guarantor.
Property	means the property described in the Contract.
Purchaser	means the purchaser named in the Contract.
Purchase Price	means the purchase price in the Contract.
Vendor	means the vendor named in this Deed and the Contract.

1.2 Interpretation:

(a) reference to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

(b) words denoting the singular include the plural and vice versa;

(c) words denoting individuals or persons include bodies corporate and vice versa;

(d) reference to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;

(e) headings are for convenience of reference only and will not affect the construction or interpretation of this Deed;

(f) grammatical forms of defined words or phrases have corresponding meanings;

(g) parties must perform their obligations on the dates and times fixed by reference to New South Wales;

(h) reference to “dollars or $” as to an amount in Australian currency;

(i) if the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

(j) reference to a party are intended to bind their executors, administrators and permitted transferees;

(k) reference to a recital, clause, schedule, annexure or exhibit as to a recital, clause, schedule, annexure or exhibit to this Deed;

(l) words and expressions defined in the in the GST law have the same meaning in clauses concerning GST; and

(m) obligations under this Deed affecting more than one party bind them jointly and each of them severally.

2 Guarantee

(a) The Guarantor guarantees to the Vendor:–

(i) payment by the Purchaser of the Purchase Price to the Vendor and any other amount payable under the Contract;

(ii) the punctual performance by the Purchaser of all its obligations and performance and observation of all terms, covenants, conditions under the Contract; and

(iii) the payment by the Purchaser of any damages payable by the Purchaser for its failure or delay to perform any of its obligations under the Contract.

3 Indemnity

(a) The Guarantor unconditionally indemnifies the Vendor in respect of any failure by the Purchaser to:

(i) make payment of the Purchase Price and any other amount payable under the Contract;

(ii) perform any obligation, perform and observe all terms, covenants, conditions under the Contract, including against any Claim, Loss or Cost incurred by the Vendor arising directly or indirectly from any default, delay or any breach by the Purchaser of any obligation under the Contract; and

(iii) pay any amount payable under the Contract which is not recoverable from the Purchaser for any reason, including by reason of any legal limitation,

disability or incapacity affecting the Purchaser or any obligation in the Contract being or becoming unenforceable, void or illegal.

4 Default by the Purchaser

(a) Payment of the Purchase Price and Obligations under the Contract:

If the Purchaser defaults in the:

(i) payment of the Purchase Price or any other amount payable under the Contract, and/or

(ii) performance of its obligations under the Contract,

the Guarantor is to pay on demand to the Vendor:

(i) the Purchase Price;

(ii) any other amount payable under the Contract;

(iii) any Costs or Loss which the Vendor is entitled to recover because of that default whether or not the Vendor has exhausted its remedies for their recovery from the Purchaser.

(b) The Vendor can proceed against the Guarantor as though the Guarantor is the principal party to recover any amount claimed as a debt or damages from the Guarantor without:–

(i) having instituted legal proceedings against the Purchaser;

(ii) first exhausting the Vendor's remedies against the Purchaser; and

(iii) without any demand having been made on the Purchaser.

5 Continuing Guarantee

The Vendor and the Guarantor agree that the guarantee and indemnity provided in this Deed by the Guarantor is a continuing and irrevocable guarantee and indemnity that is to:

(a) remain in full force and effect until:

(i) all money payable under the Contract and this Deed is paid in full;

(ii) all the Purchaser's obligations under the Contract are performed and observed by the Purchaser whether or not the Contract is amended, varied or replaced whether or not with the consent or notice of the Guarantor; and

(iii) the Vendor gives to the Guarantor in writing a final discharge of the guarantee and indemnity in this Deed.

(b) continue notwithstanding:

(i) the discharge by the payment at any time of any money on account or by any concession given by the Vendor to the Guarantor or to any person or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the Vendor's rights against the Purchaser;

(ii) the Vendor's neglect or omission to enforce any such rights or by any other thing whatsoever which but for this clause may abrogate, prejudice or effect this guarantee or indemnity or by any variation or addition to this Deed;

(iii) the Vendor's exercise of any its rights under the Contract, including any right of termination;

(iv) whether the Purchaser is wound up, or enters into a scheme of administration or enters into liquidation or becomes bankrupt or a liquidator or trustee in bankruptcy disclaims this Deed;

(v) this Deed is for any reason unenforceable either in whole or in part; or

(vi) any security or money held by the Vendor is owing under this Deed or Contract.

6 Acknowledgement by the Guarantor

(a) The Guarantor agrees and acknowledges that the guarantee and indemnity in this Deed:

(i) is a principal and independent obligation of the Guarantor, is not collateral to any other obligation and is in addition to any other rights which the Vendor has under the Contract;

(ii) extends to the entire amount that is owed or that may become owing at any time in the future to the Vendor by the Purchaser pursuant to or contemplated by the Contract, including any interest, costs or charges payable to the Vendor under the Contract;

(iii) does not affect any other security the Vendor may hold in connection with the performance by the Purchaser of its obligations under the Contract with such security or money being collateral and the Guarantor must not claim the benefit or seek the transfer of any security or money;

(iv) is not to be affected by any transfer by the Purchaser of its interests under the Contract whether with or without the Vendor's consent; and

(v) can be enforced by way of legal proceedings against the Guarantor to recover any money payable under the Contract as a result of any breach by the Purchaser of its obligations under the Contract without the Vendor first having recourse to any other rights, without taking action against the

Purchaser and without exhausting the Vendor's remedies against the Purchaser.

(b) The Guarantor also agrees and acknowledges that the Guarantor will not require the Vendor to marshall or otherwise realise in favour of or for the benefit of the Guarantor any security held by the Vendor or otherwise defer any of the Vendor's rights under this Deed or any other security.

(c) This clause is not to be read as limiting the rights of the Vendor against the Guarantor or the Purchaser.

7 Guarantor's Liability not Discharged

(a) If any payment made by the Guarantor or the Purchaser to the Vendor is subsequently voided by any statutory provision or otherwise:

(i) the Guarantor's liability is not discharged by that payment; and

(ii) the Vendor and the Guarantor are to be restored to the position which each would have been in and are to be entitled to exercise all rights which each would have had if that payment had not been made.

8 Costs of Enforcement by the Vendor

(a) The Guarantor must pay the Vendor's costs arising in relation to matters set out in this Deed including the costs and disbursements of the Vendor's solicitors of and incidental to enforcing the Vendor's rights under this Deed on an indemnity basis.

(b) The Guarantor indemnifies the Vendor against all Claims, Loss and Costs, howsoever incurred or suffered as a result of the exercise of any of its rights under this Deed.

9 Notices

(a) A notice or other communication required or permitted to be given by a Party to this Deed to another Party must be:

(i) in writing; and

either,

(ii) delivered personally;

(iii) sent by pre-paid mail to the Address for Service of the Party specified in this Deed; or

(iv) served by way of electronic mail to a Party of this Deed.

(b) A notice or other communication is taken to have been given, signed, received or served (unless otherwise proved):

(i) on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;

(ii) if sent by mail, on the second Business Day after posting;

(iii) if sent by electronic mail, the date and time it is received by the recipient's email server if before 5.00 pm on a Business Day, otherwise on the next Business Day.

(c) Address for Service

(i) The details of the Address for Service for each Party to this Deed are set out in Schedule 1.

(ii) A Party may change its address for service by giving notice of that change in writing to the other Parties to this Deed.

10 General Provisions

10.1 Governing law and jurisdiction

(a) This Deed is governed by the laws of New South Wales.

(b) The Parties to this Deed irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

10.2 Effect of ineffectiveness on part of the Deed

(a) Any clause or part of a clause of this Deed which is ineffective in any jurisdiction is ineffective only to that extent in that jurisdiction.

10.3 Severance

(a) If any part of this Deed is invalid or unenforceable:

(i) that part must be read down to the extent that it may be necessary to ensure that it is not ineffective and as may be reasonable in all the circumstances so as to give it a valid operation; or

(ii) if the part cannot effectively be read down, the Deed does not include the Part and the remainder of the Deed continues in force.

(b) If any provision of this deed is void, voidable, unenforceable or illegal, that provision will be read down so as to be valid and enforceable or, alternatively, will be severed from this Deed.

(c) The severance of any provision in accordance with this clause will not affect the validity or effectiveness of the remaining provisions of this Deed.

10.4 Whole Agreement

(a) In relation to the subject matter of this Deed:

(i) this Deed is the whole Deed between the Parties; and

(ii) this Deed supersedes all oral and written communications by or on behalf of any of the Parties.

10.5 No reliance on warranties and representations

(a) In entering into this Deed, each Party to this Deed:

(i) has not relied on any warranty or representation (whether oral or written) in relation to the subject of matter of this Deed made by any person; and

(ii) has relied entirely on its own enquiries in relation to the subject matter of this Deed.

(b) This clause does not apply to warranties or representations that this Deed expressly sets out.

10.6 Counterparts

(a) This Deed may be executed in any number of counterparts, each of which will be an original, but such counterparts together will constitute one and the same instrument.

10.7 Delivery of Deed

(a) Delivery of this Deed will be deemed to be the earlier of:

(i) the date a single copy of this Deed is executed by all parties; or

(ii) on the date executed counterparts of this Deed are exchanged, whichever is the earlier.

(b) If a Party delivers an executed counterpart of this Deed or any other document executed in connection with this Deed by electronic means (excluding facsimile transmission):

(i) the delivery will be deemed to be an effective delivery of an original and executed counterpart; and

(ii) the Party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not affect the validity or effectiveness of the Deed or other document.

10.8 No merger

(a) Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a Party to this Deed may have against another Party or any other person at any time.

10.9 No Contra Proferentum

(a) No rule of construction applies to the disadvantage of a Party to this Deed because that Party was responsible for the preparation of this Deed or any part of it.

10.10 Waiver

(a) No right under this Deed is waived or deemed to be waived except by notice in writing signed by the Parties to this Deed waiving the right.

(b) A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

(c) A waiver by a Party to this Deed under this clause does not prejudice its rights in respect of any subsequent breach of this Deed by another Party to this Deed.

(d) A Party to this Deed does not waive its rights under this Deed because it grants an extension or forbearance to another Party to this Deed .

(e) The exercise of a power or right does not preclude:

(i) its future exercise; or

(ii) the exercise of any other power or right.

(f) The variation or waiver of a provision of this Deed or a Party's consent to a departure from a provision by another Party will be ineffective unless in writing by mutual Deed between the Parties.

10.11 Further Assistance

(a) Each Party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

10.12 Independent Legal Advice

(a) The Parties each warrant and state to the other Party that prior to executing this Deed each Party was provided with the opportunity to obtain independent legal advice and each has obtained independent legal advice in relation to the terms and effect of this Deed .

10.13 Alteration

(a) This Deed may be altered, varied or amended only in writing by mutual Deed between the Parties.

10.14 Liability Of Parties

(a) If two or more Parties are included within the same defined term in this Deed:

(i) a liability of those persons under this Deed is a joint liability of all of them and a several liability of each of them;

(ii) a right given to those Parties under this Deed is a right given severally to each of them; and

(iii) a representation, warranty or undertaking made by each of them is made by each of them respect of itself.

10.15 Bargaining Power

(a) The Parties acknowledge that prior to entering the Deed:

(i) there was no material inequality in bargaining power between the Parties;

(ii) each Party could negotiate for the alteration of or rejection of any of the provisions of this Deed; and

(iii) each Party has consulted or has had the opportunity to consult independent legal advices and financial advices.

10.16 Remedies Cumulative

(a) The rights and remedies provided in this Deed are in addition to other rights and remedies given by the Law independently of this Deed.

10.17 Consents and Approvals

(a) Where this Deed gives any Party a right or power to consent or approve in relation to a matter under this Deed, that Party may withhold any consent or approval or give consent or approval conditionally or unconditionally.

(b) The Party seeking consent or approval must comply with any conditions the other Party imposes on its consent or approval.

10.18 Costs

(a) Each Party shall bear their own legal costs and disbursements of and incidental to the preparation, completion and signing of this Deed and the performance of the Parties' respective obligations under the Deed.

Executed as a Deed

NEW SOUTH LAWYERS

Execution Page

EXECUTED by the **Vendor**)
in accordance with Section 127(1) of the)
Corporations Act 2001 by authority of its directors)
in the presence of:)

Signature of Director/Secretary	Signature of Director
Name (block letters)	Name (block letters)

SIGNED SEALED AND DELIVERED by)
the Vendor)
in the presence of)

Witness	
Name of Witness	
Address of Witness	

Execution by Guarantor

SIGNED SEALED AND DELIVERED by)
)
in the presence of)

Witness	
Name of Witness	
Address of Witness	