

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 108833718	NSW DAN:
vendor's agent	OXFORD AGENCY 40-42 Flinders Street, Darlinghurst NSW 2010		Phone: 9331 2180 Fax: Ref:
co-agent			
vendor	PETER MAURICE CAVANAGH 206 Glenmore Road, Paddington NSW 2021		
vendor's solicitor	DAVID JOHN HODGESS SUITE G04, 282-290 OXFORD STREET, BONDI JUNCTION NSW 2022		Phone: 0431 474 323 Fax: Email: david@hodgesd.com
date for completion	42 days after the contract date	(clause 15)	
land	ALBA 10111/437-439 BOURKE STREET, SURRY HILLS NSW 2010 (Address, plan details and title reference) LOT 11 IN STRATA PLAN 72040 and LOT 3 STRATA PLAN 72457 FOLIO IDENTIFIER 11/SP72040 and FOLIO IDENTIFIER 3/SP72457		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref:
Price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

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

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the 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 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

Dynamic Property Services
Tel: 9267 6334

Level 27, 66-68 Goulburn Street, Sydney NSW 2000
Email: enquiries@dynamicproperty.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

ALBA 10111/437-439 BOURKE ST SURRY HILLS NSW
2010

Cooling-off certificate

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister certify as follows:

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as Alba 10111/437-439 Bourke Street, Surry Hills NSW 2010 from Peter Maurice Cavanagh as vendor to

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

**Additional clauses forming part of this contract for the sale and purchase of Alba 10111/437-439
Bourke Street, Surry Hills NSW 2010**

33 STANDARD FORM CONTRACT

33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

33.1.1 **clause 1:** insert the following additional definition:

'restricted action means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;';

33.1.2 **clause 2.9:**

(a) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

33.1.3 **clause 5.1:** insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

33.1.4 **clause 7.1.1:** delete the clause;

33.1.5 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

33.1.6 **clause 8.1.1:** delete the words 'on reasonable grounds';

33.1.7 **clause 8.1.2:** delete the words 'that specifies the *requisition* and those grounds';

33.1.8 **clause 10.1.8:** replace the word 'substance' with the word 'existence';

33.1.9 **clause 10.1.9:** replace the word 'substance' with the word 'existence';

33.1.10 **clause 12:** insert the following at the end of the clause:

'In this clause *certificate* does not include a building information certificate or building certificate under any legislation. The purchaser must not apply for a building information certificate or building certificate under any legislation without the prior written consent of the vendor.';

33.1.11 **clause 14.8:** delete the clause;

33.1.12 **clause 16.4:** replace 'if' with 'if at least 7 days before the date for completion';

33.1.13 **clause 19:** insert the following additional clause:

'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.';

33.1.14 **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause;

33.1.15 **clause 20:** insert the following additional clause:

'20.18 In this contract, unless the context requires otherwise:

20.16.1 *in writing* includes any communication sent by letter, fax or email; and

20.16.2 *including* and similar expressions are not words of limitation.';

33.1.16 **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;

33.1.17 **clause 23.6:** replace the clause with:

'If a contribution is not a regular periodic contribution and is not disclosed in this contract and is not a levy for special expenses payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';

33.1.18 **clause 23.13:** delete the words 'at least 7 days';

33.1.19 **clause 23.14:** delete the sentence 'The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 23.3 does not apply to this provision.';

33.1.20 **clause 23.17.2:** delete the clause.

33.2 Terms defined in printed form contract

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

34 NOTICE TO COMPLETE

34.1 Issue of notice to complete

If a party is entitled to serve a notice to complete, then the party may:

34.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

34.1.2 specify a time of day between 11am and 5pm as the time for completion.

34.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

34.3 Preservation of rights

The party serving a notice to complete reserves the right to:

34.3.1 withdraw the notice; and

34.3.2 issue further notices to complete.

35 DELAY INTEREST

35.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

35.1.1 at the rate of 7% per annum; and

35.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

35.2 Delay by vendor

Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

35.3 Essential term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on

completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

36 REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

37 PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and cannot take any restricted action in respect of:

- 37.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 37.1.2 any latent or patent defect in the property;
- 37.1.3 any environmental hazard or contamination;
- 37.1.4 the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- 37.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- 37.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 37.1.7 any rainwater downpipe being connected to the sewer;
- 37.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- 37.1.9 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.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

38 PURCHASER'S WARRANTIES

38.1 Purchaser's warranties

The purchaser represents and warrants that:

- 38.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 38.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 38.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

38.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 38.

39 INSOLVENCY ETC OF PURCHASER

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

- 39.1 resolve to enter into liquidation or provisional liquidation;
- 39.2 have a summons presented for its winding-up;
- 39.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or
- 39.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

40 CAPACITY

- 40.1 Subject to clause 40.2, without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if

more than one person comprises that first party then any one of them) prior to completion dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply.

40.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

41 **ADJUSTMENTS**

The parties agree to adjust all usual outgoings and all amounts under the contract on completion, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after completion. This clause shall not merge on completion.

42 **FIRB APPROVAL**

The purchaser warrants to the vendor that if it is a "foreign corporation" or a "foreign person" as defined in the *Foreign Acquisition & Takeovers Act 1975* (Cth), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the *Foreign Acquisition & Takeovers Act 1975* (Cth) to its purchase of the property. The purchaser hereby indemnifies and holds indemnified the vendor against all liability, loss, damage and expenses which the vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

43 **LEASE**

- 43.1 The *property* is sold subject to the Residential Tenancy Agreement (*Agreement*) a copy of which is annexed and marked A.
- 43.2 The purchaser has satisfied itself about the existing tenancy and cannot make a claim or *requisition* or *rescind* or *terminate* in respect of it.
- 43.3 The vendor does not promise that the Agreement will be in force at the completion date.
- 43.4 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* because the tenant vacates the premises occupied by it at the contract date before completion:
- 43.4.1 on expiry of the Agreement;
 - 43.4.2 following lawful termination of the tenancy by the tenant or by the vendor with the purchaser's consent;
 - 43.4.3 by abandoning the premises in repudiation of the Agreement.
- 43.5 The vendor will not grant any new Agreement in respect of any part of the *property* which is vacant at the contract date or which has become vacant before completion, except with the prior written consent of the purchaser which is not to be unreasonably withheld.
- 43.6 Excluded from the sale are any Tenants' fixtures and fittings and the purchaser acknowledges that it relies entirely on its own inquiries in identifying them and cannot make a claim or *requisition* or *rescind* or *terminate* in relation to such items.
- 43.7 Clause 24.3 of this contract is deleted.

44 GUARANTEE

- 44.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 44.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 44.3 If each director of the purchaser has not signed this contract as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 44.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 44.4.1 payment of all money payable by the purchaser under this contract; and
 - 44.4.2 the performance of all of the purchaser's other obligations under this contract.
- 44.5 The guarantor:
- 44.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 44.5.2 must pay on demand any money due to the vendor under this indemnity.
- 44.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 44.6.1 the performance by the purchaser of its obligations under this contract; and
 - 44.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 44.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 44.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 44.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 44.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
 - 44.9.2 the release or discharge of any person;
 - 44.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

- 44.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- 44.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 44.9.6 the winding up of the purchaser.
- 44.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 44.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 44.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature of guarantor

Name of Witness

Address of Witness

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature of guarantor

Name of Witness

Address of Witness



FOLIO: 11/SP72040

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/11/2022	9:58 AM	5	21/5/2020

LAND

LOT 11 IN STRATA PLAN 72040
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

PETER MAURICE CAVANAGH (T AE145318)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP72040
- 2 DP1063190 EASEMENT TO USE LIFT (A) VARIABLE WIDTH (LIMITED IN HEIGHT) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1063190 EASEMENT TO USE LIFT (B) 3.14 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AQ120171 MORTGAGE TO PERPETUAL TRUSTEE COMPANY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Dec 19, 2003 - 10:53:26 Z:\StMargarets\A615\A615-044C.dwg

UNIT ENTITLEMENT

SP72040

LOT No	UNIT ENTITLEMENT
1	17
2	8
3	15
4	15
5	15
6	14
7	14
8	14
9	14
10	15
11	18
12	10
13	9
14	9
15	9
16	17
17	15
18	18
19	9
20	17
21	15
22	15
23	15
24	15
25	15
26	15
27	15

LOT No	UNIT ENTITLEMENT
28	17
29	11
30	11
31	11
32	11
33	19
34	15
35	20
36	11
37	30
38	27
39	27
40	27
41	24
42	21
43	21
44	23
45	13
46	20
47	43
48	42
49	42
50	41
51	20
52	42
53	34
AGGREGATE	1000

Reduction Ratio 1: -

Lengths are in metres.

Registered Surveyor 

Authorised Person/General Manager/ Accredited Officer 

SURVEYOR'S REFERENCE: A615-044C.dwg

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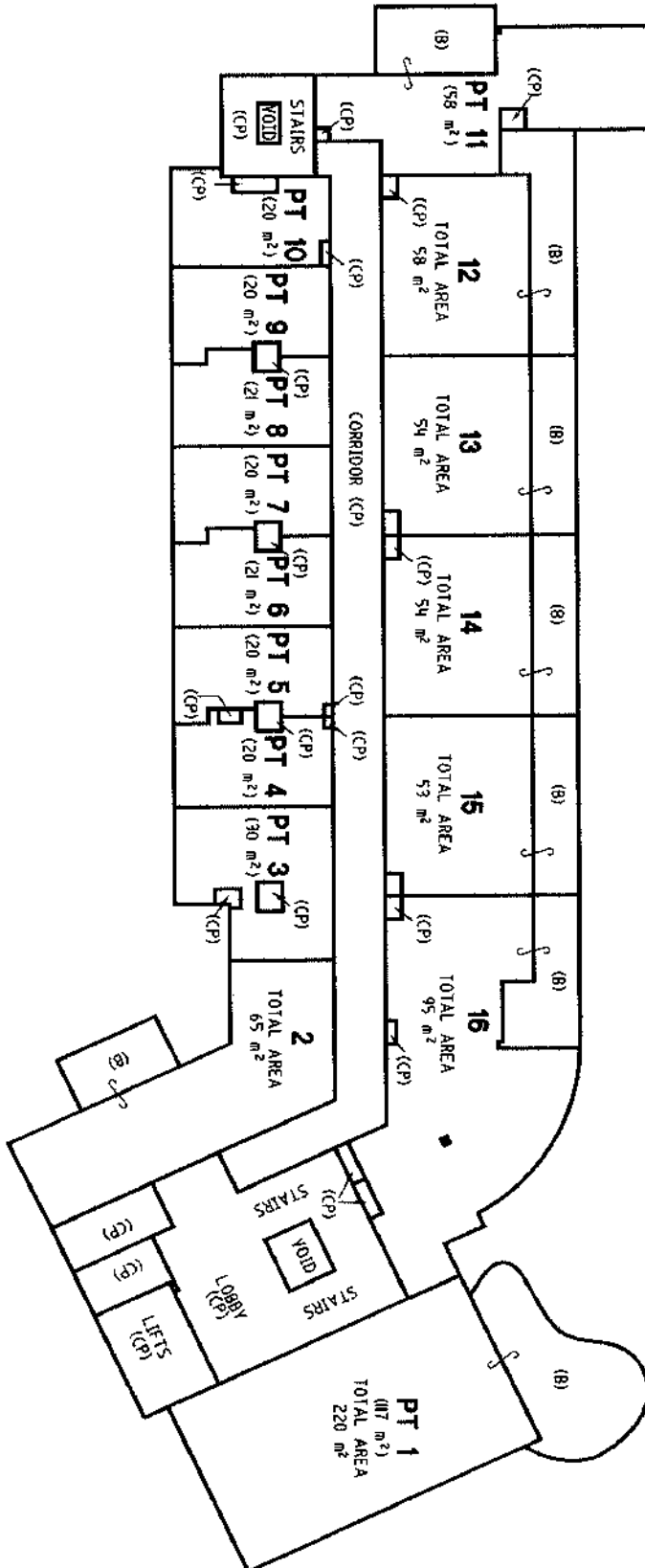
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 13 Sheets

LEVEL 1

SP72040



(B) DENOTES BALCONY
 (CP) DENOTES COMMON PROPERTY
 BALCONIES WHERE UNCOVERED ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS
 SPIRAL STAIRCASE ON THE BALCONY OF LOT 1 FORMS PART OF THE LOT.

Reduction Ratio 1: 200

Lengths are in metres.

Registered Surveyor

Authorised Person/Registered Manager/Registered Controller

SURVEYOR'S REFERENCE: A615-006f.dwg

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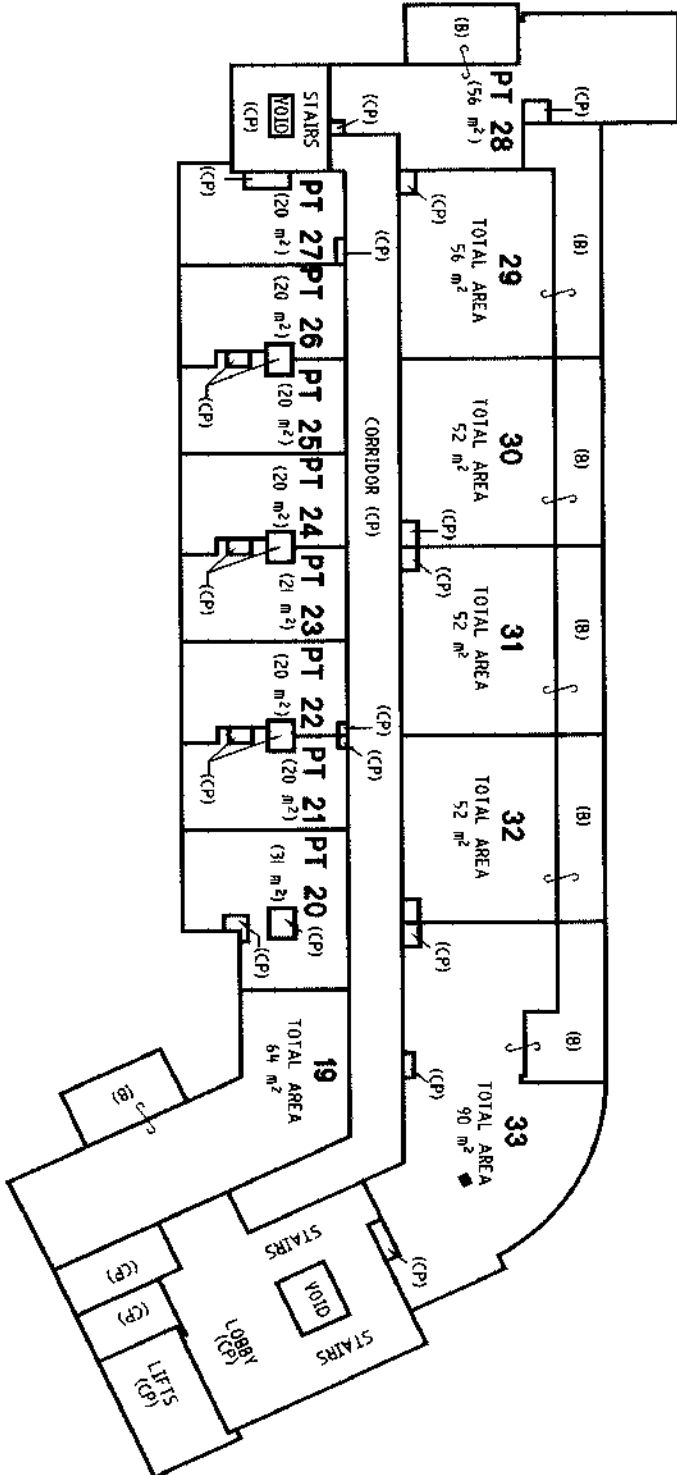
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 13 Sheets

LEVEL 3

SP72040



(B) DENOTES BALCONY
 (CP) DENOTES COMMON PROPERTY
 BALCONIES WHERE UNCOVERED ARE LIMITED IN
 HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE
 OF THEIR RESPECTIVE CONCRETE FLOORS

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: A615-008e.dwg

Amended Surveyor General's Office
 Modified Centre

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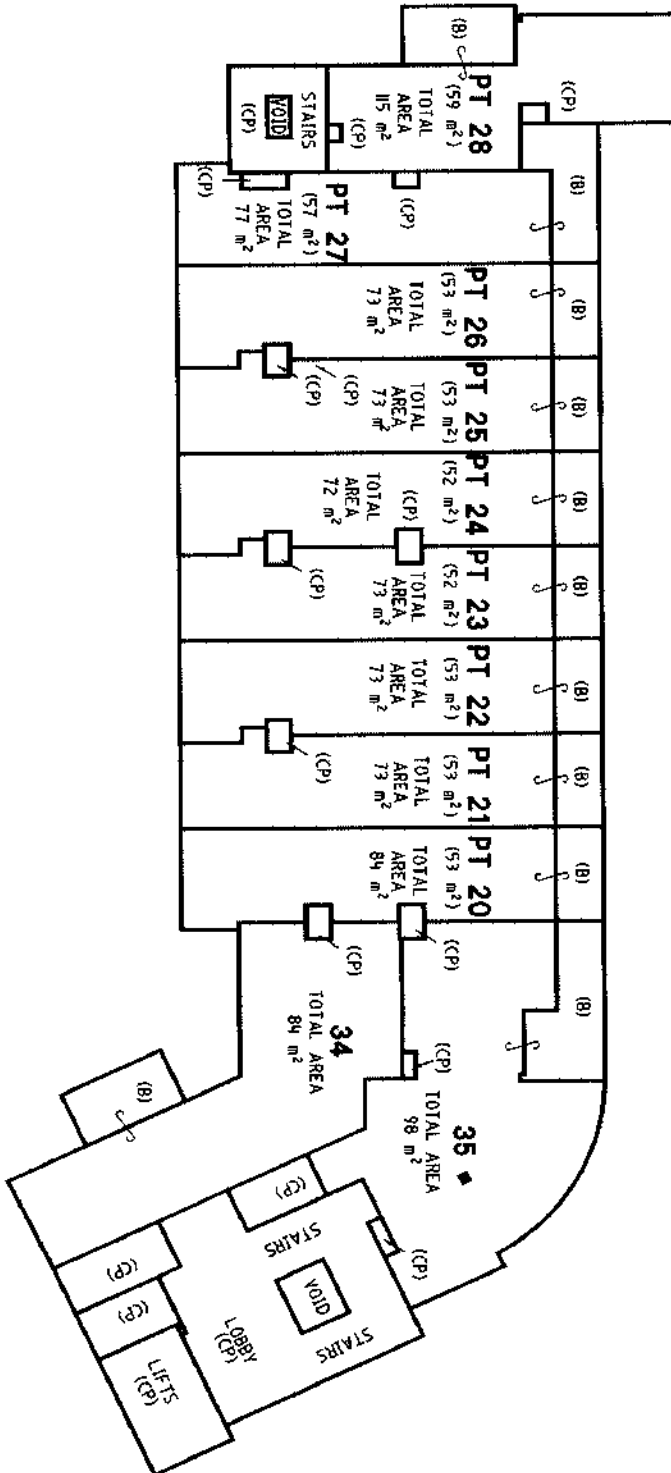
SIBATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 13 Sheets

LEVEL 4

SP72040



(B) DENOTES BALCONY
 (CP) DENOTES COMMON PROPERTY
 BALCONIES WHERE UNCOVERED ARE LIMITED IN
 HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE
 OF THEIR RESPECTIVE CONCRETE FLOORS

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: A615-009e.dwg

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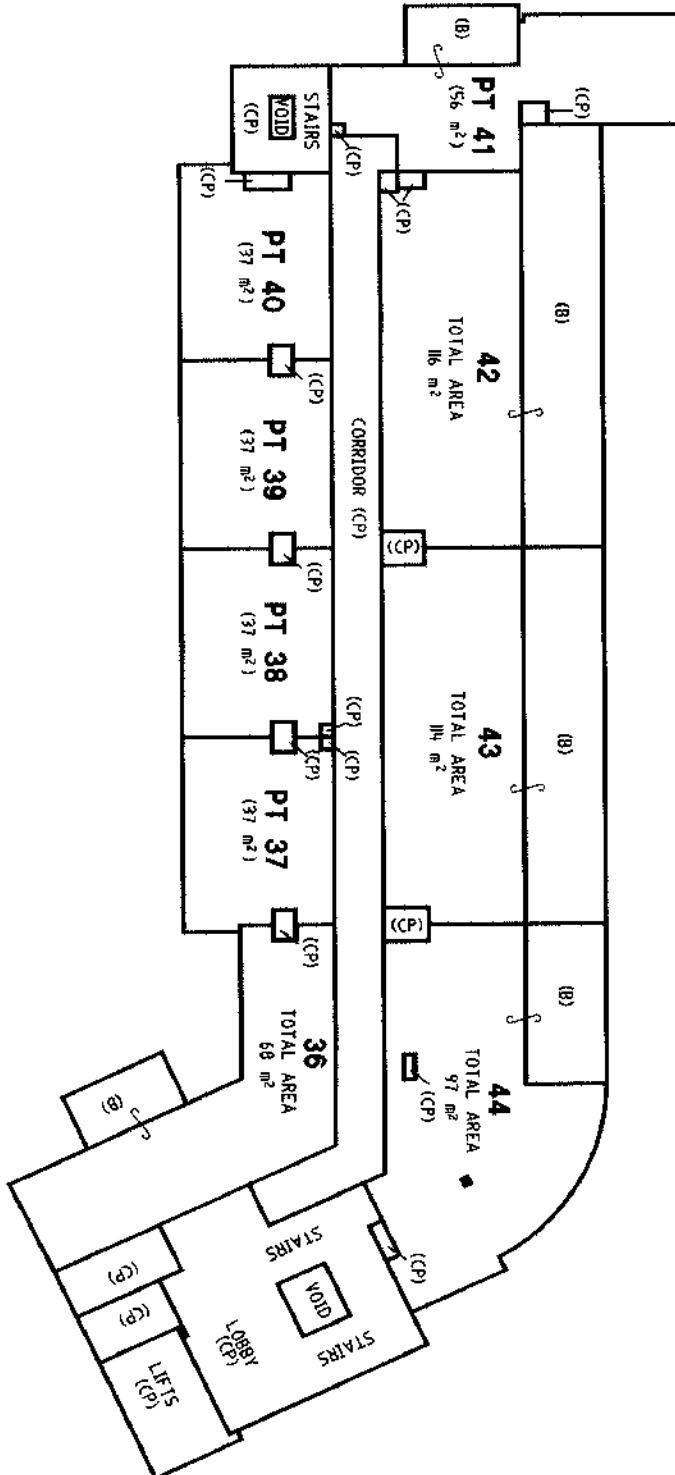
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 13 Sheets

LEVEL 5

SP72040



(B) DENOTES BALCONY
 (CP) DENOTES COMMON PROPERTY
 BALCONIES WHERE UNCOVERED ARE LIMITED IN
 HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE
 OF THEIR RESPECTIVE CONCRETE FLOORS

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

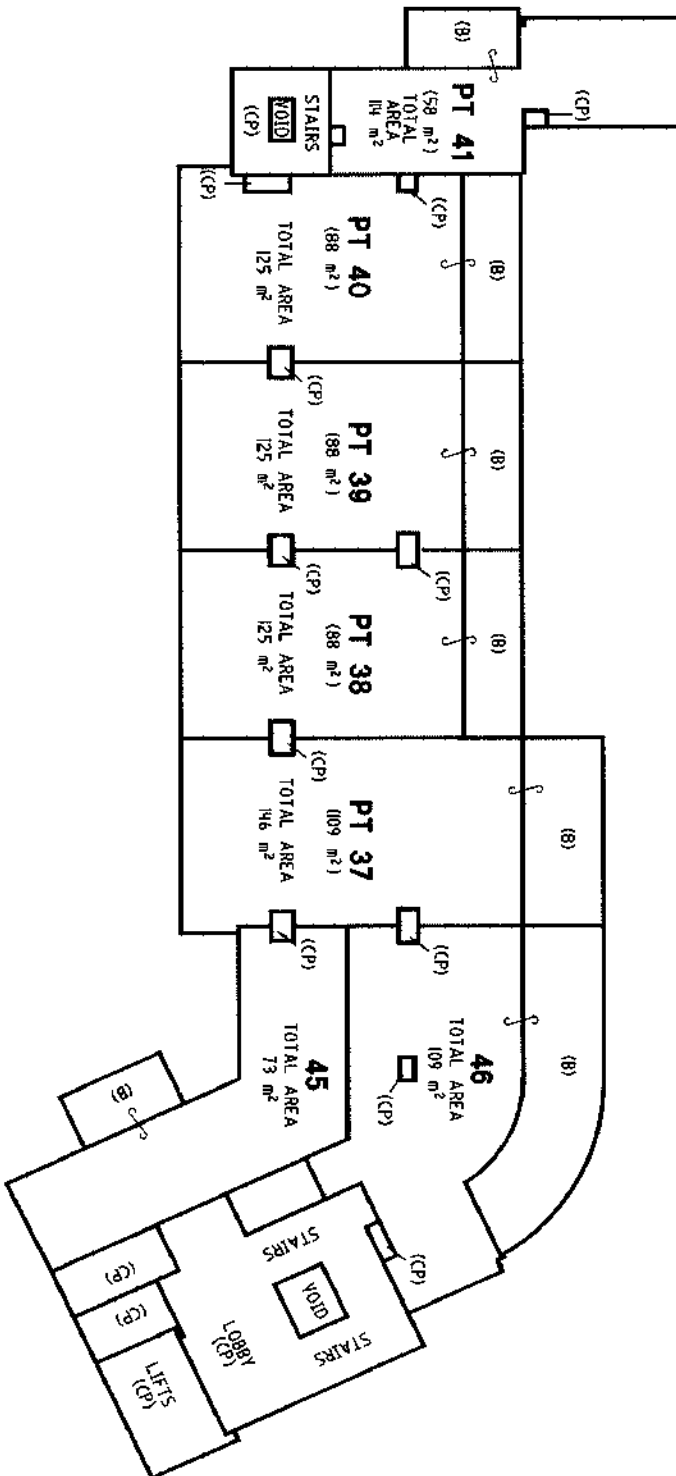
Authorised Person, General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: A615-0101.dwg

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LEVEL 6

SP72040



(B) DENOTES BALCONY
 (CP) DENOTES COMMON PROPERTY
 BALCONIES WHERE UNCOVERED ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS

Production Ratio 1 : 200

Lengths are in metres.

Registered Surveyor

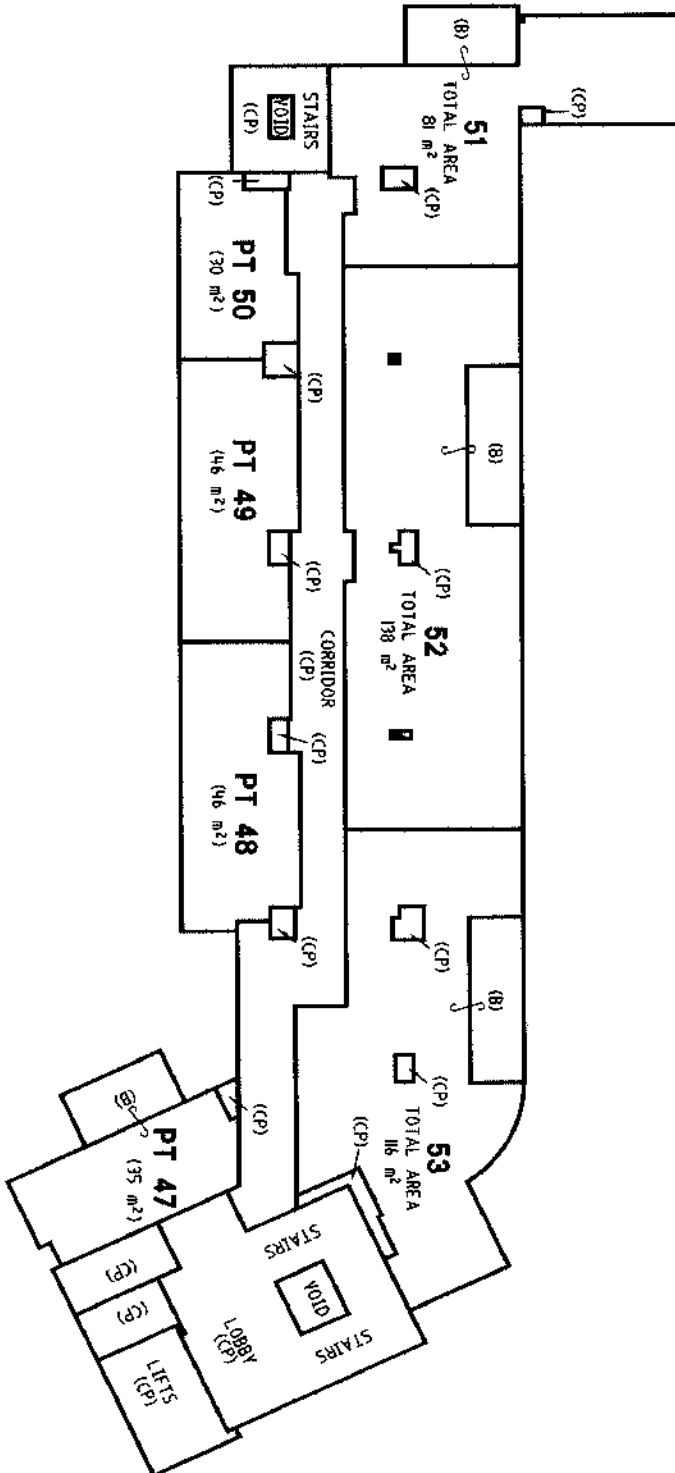
Authorised Person / General Manager / Accredited Officer

SURVEYOR'S REFERENCE: A615-011.dwg

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LEVEL 7

SP72040



(B) DENOTES BALCONY
(CP) DENOTES COMMON PROPERTY
BALCONIES WHERE UNCOVERED ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS

Reduction Ratio: 1:200

Lengths are in metres

Registered Surveyor

Authorised General Practitioner / Accredited Certifier

SURVEYOR'S REFERENCE: A615-012e.dwg

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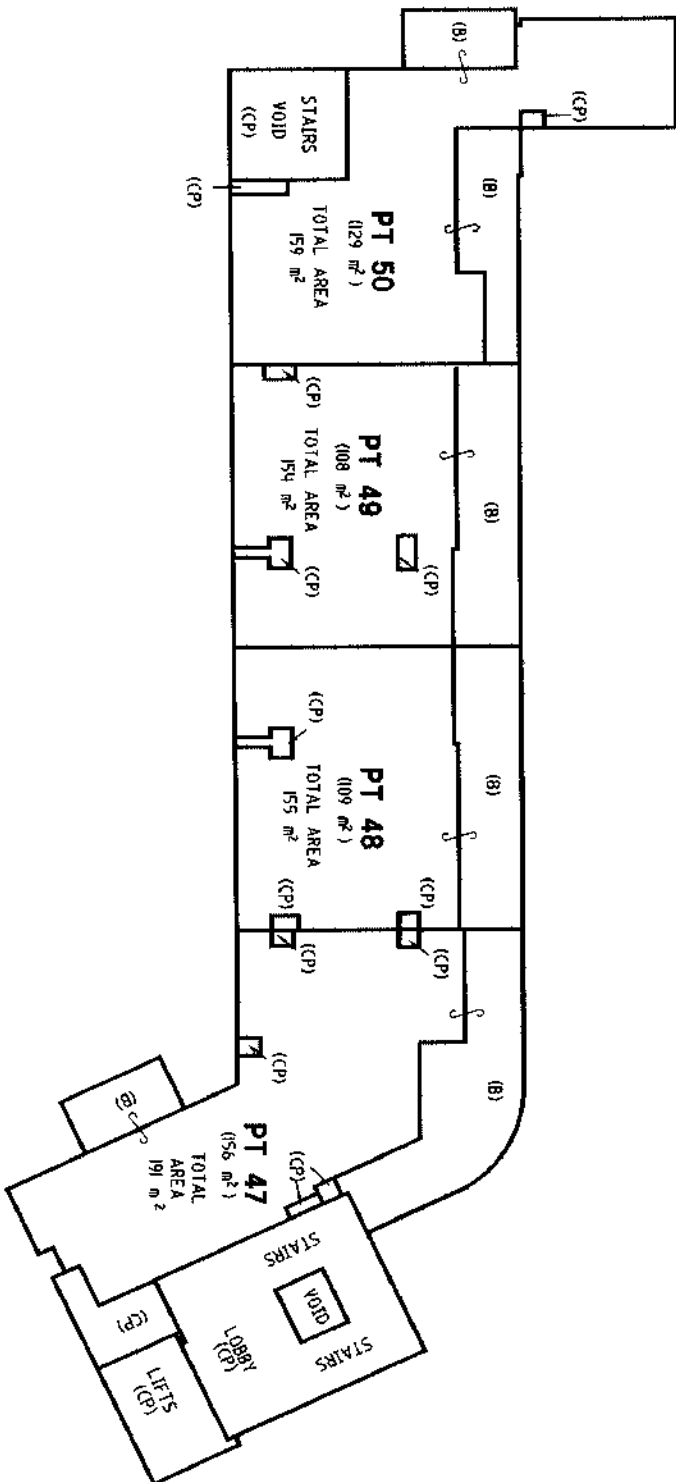
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 13 Sheets

LEVEL 8

SP72040



(B) DENOTES BALCONY
 (CP) DENOTES COMMON PROPERTY
 BALCONIES WHERE UNCOVERED ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS

Reduction Ratio: 1: 200

Lengths are in metres

Registered Surveyor

Authorised Person, Gradual Messenger / Accredited Certifier

SURVEYOR'S REFERENCE: A615-013d.dwg



FOLIO: CP/SP72040

SEARCH DATE	TIME	EDITION NO	DATE
29/11/2022	10:00 AM	15	27/6/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 72040
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP72040

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 72040
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ - DYNAMIC PROPERTY SERVICES PTY LTD
LEVEL 25, 66 GOULBURN ST
SYDNEY
NSW 2000

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP72040
AI499057 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP72040
- 5 LAND EXCLUDES MINERALS BY THE CROWN GRANT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1063190
- 6 DP1011262 EASEMENT FOR SUPPORT VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 6660408 COVENANT
- 8 DP1039562 EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1066810 RIGHT OF FOOTWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1063190 EASEMENT FOR SERVICES (F) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 11 DP1063190 EASEMENT FOR SERVICES (F) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- 12 DP1063190 EASEMENT FOR SUPPORT (D) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 13 DP1063190 EASEMENT FOR SUPPORT (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1063190 EASEMENT FOR SHELTER (E) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 15 DP1063190 EASEMENT FOR SHELTER (E) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1063190 EASEMENT TO USE LIFT (A) VARIABLE WIDTH (LIMITED IN HEIGHT) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1063190 EASEMENT TO USE LIFT (B) 3.14 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1063190 EASEMENTFOR EMERGENCY EGRESS (G) 2.55, 2.56 AND VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1063190 POSITIVE COVENANT
- 20 DP1063190 RESTRICTION(S) ON THE USE OF LAND
- 21 INITIAL PERIOD EXPIRED
- 22 AQ201661 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

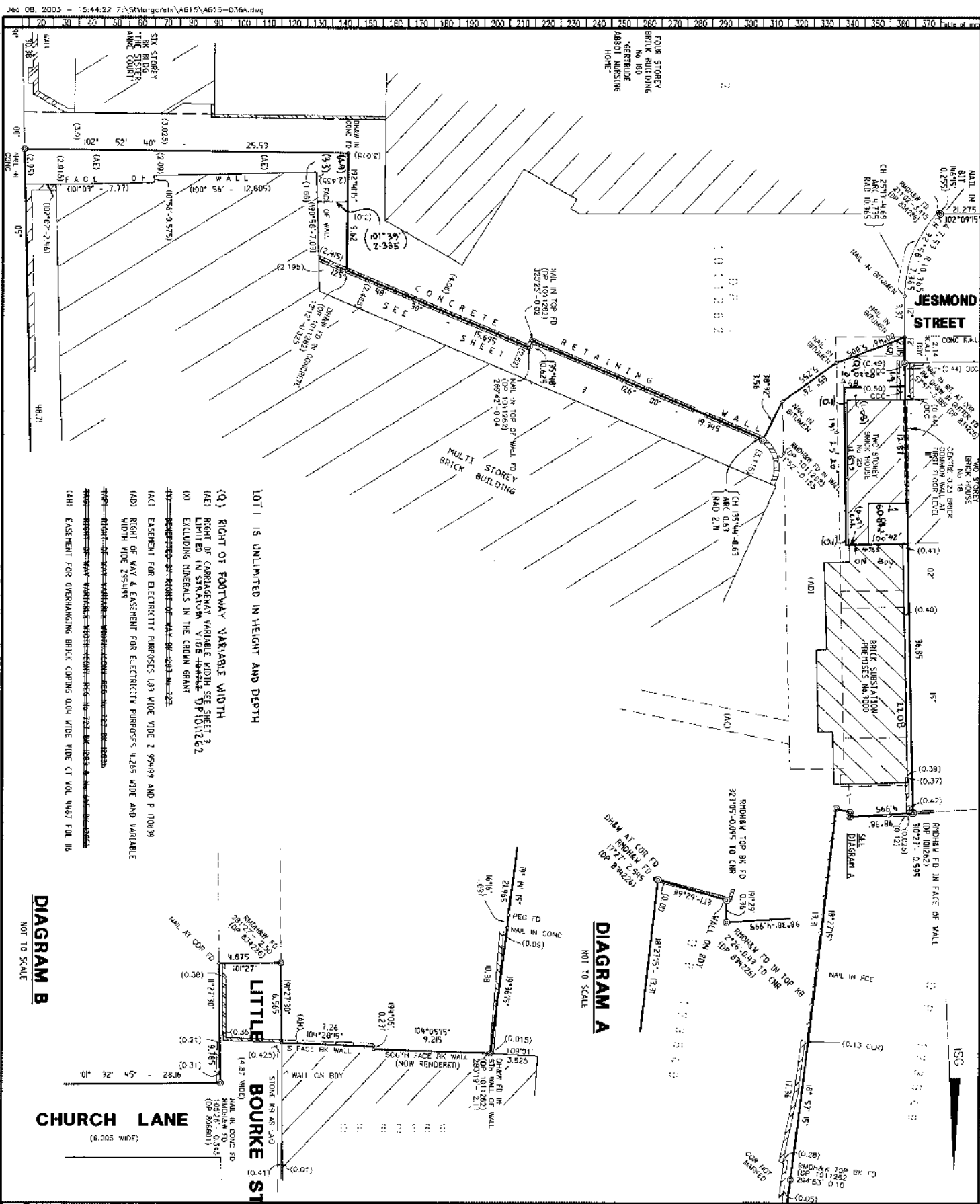
STRATA PLAN 72040

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 17	2	- 8	3	- 15	4	- 15
5	- 15	6	- 14	7	- 14	8	- 14
9	- 14	10	- 15	11	- 18	12	- 10
13	- 9	14	- 9	15	- 9	16	- 17
17	- 15	18	- 18	19	- 9	20	- 17
21	- 15	22	- 15	23	- 15	24	- 15
25	- 15	26	- 15	27	- 15	28	- 17
29	- 11	30	- 11	31	- 11	32	- 11
33	- 19	34	- 15	35	- 20	36	- 11
37	- 30	38	- 27	39	- 27	40	- 27
41	- 24	42	- 21	43	- 21	44	- 23
45	- 13	46	- 20	47	- 43	48	- 42
49	- 42	50	- 41	51	- 20	52	- 42
53	- 34						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



LOT 1 IS UNLIMITED IN HEIGHT AND DEPTH

- (Q) RIGHT OF FOOTWAY VARIABLE WIDTH
- (AE) RIGHT OF CARBONARY VARIABLE WIDTH SEE SHEET 3 LIMITED IN STRAIGHT VIDE PLAN P 10112 G 2
- (W) EXCLUDING MINERALS IN THE CROWN GRANT
- (AC) EASEMENT FOR ELECTRICITY PURPOSES 1.83 WIDE VIDE 2 959099 AND P 10089
- (AD) RIGHT OF WAY A EASEMENT FOR ELECTRICITY PURPOSES 4.265 WIDE AND VARIABLE WIDTH VIDE 275958
- (AH) EASEMENT FOR OVERHANGING BRICK COPING 0.04 WIDE VIDE CT VOL 4987 FOL 16

DIAGRAM A
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

Registered DP1063190
 05-05-04
 Registered Oct 2003
 This is sheet 2 of 2 of plan 1063190. Easement consent by applicant/submitter No. 9104

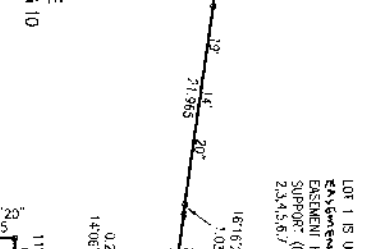
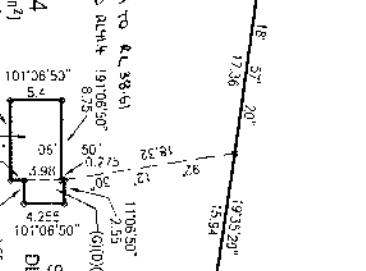
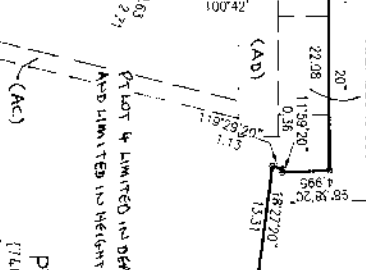
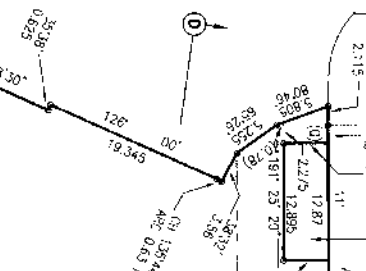
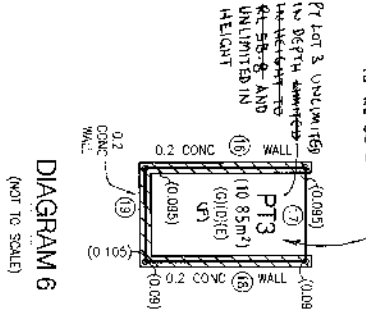
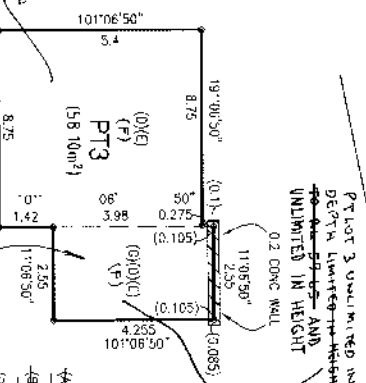
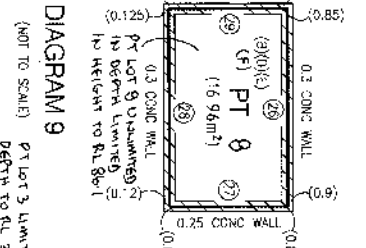
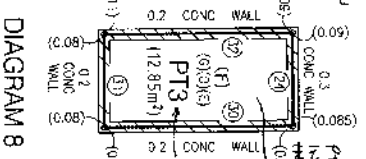
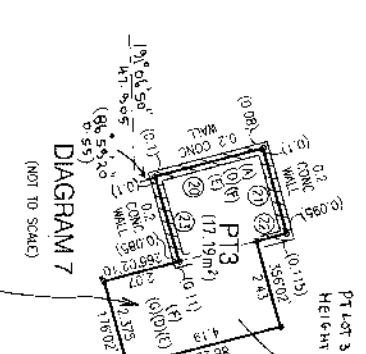
1. EASEMENT FOR SUPPORT (WHOLE OF LOT) (D)
2. EASEMENT FOR SHELTER (WHOLE OF LOT) (E)
3. EASEMENT FOR SERVICES (WHOLE OF LOT) (F)
4. EASEMENT TO USE LIFT VARIABLE WIDTH (LIMITED IN HEIGHT) (A)
5. EASEMENT TO USE LIFT 9.14 WIDE VARIABLE WIDTH (A)
6. EASEMENT TO USE LIFT VARIABLE WIDTH (A)
7. EASEMENT FOR EMERGENCY EGRESSES 2.55, 2.56 AND VARIABLE WIDTH (LIMITED IN HEIGHT) (A)
8. POSITIVE COVENANT 7.15 WIDE AND VARIABLE (H)
9. RESTRICTION ON USE 1.15 WIDE AND VARIABLE (J)
10. RIGHT OF FOOTWAY VARIABLE WIDTH (A)

Amendments by me 30 April '04

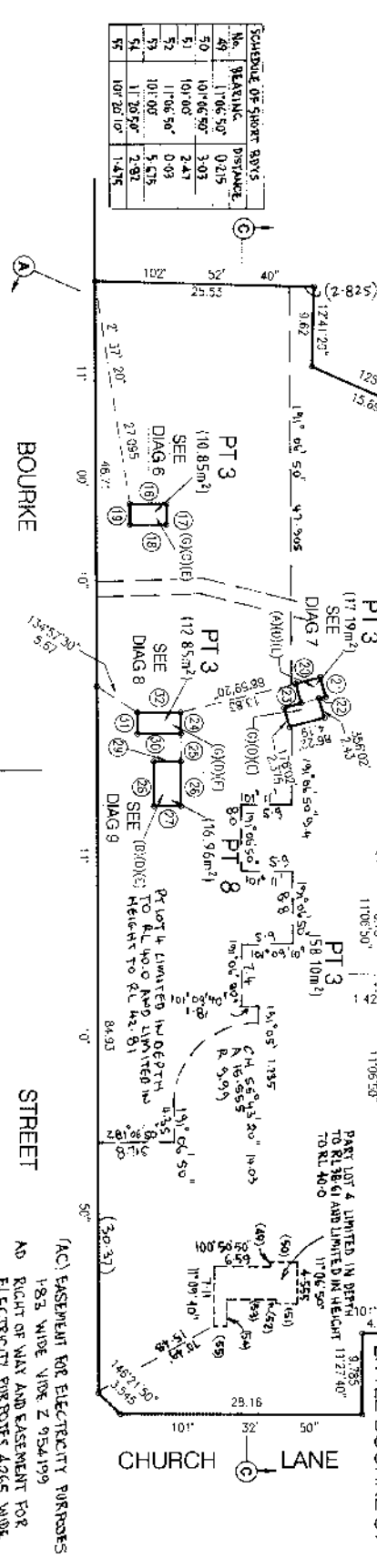
EASEMENT TO USE LIFT (A)
 UNLIMITED IN HEIGHT TO RL 61.8
 UNLIMITED IN DEPTH.

BASEMENT LEVELS B8 AND B9

SCHEDULE OF SHORT BOROURGANS		
No.	BEARING	DISTANCE
16	1°07'50"	4.255
17	11°06'50"	2.355
18	101°07'	4.285
19	11°06'50"	7.55
20	86°04'30"	7.56
21	76°09'40"	2.415
22	86°19'20"	0.83
23	178°55'23"	2.44
24	10°55'50"	2.55
25	11°08'10"	3.565
26	11°05'	5.4
27	101°14'10"	3.14
28	1°32'40"	5.1
29	107°16'10"	3.74
30	107°19'40"	5.015
31	10°55'30"	2.55
32	129°43'40"	5.015



SCHEDULE OF SHORT BOROURGANS		
No.	BEARING	DISTANCE
49	1°06'50"	0.215
50	101°06'50"	3.03
51	101°06'	2.47
52	11°06'50"	0.09
53	101°09'	5.575
54	11°06'50"	2.92
55	101°20'10"	1.475



- NOTES:
- LOT 1 IS UNLIMITED IN HEIGHT AND DEPTH. EASEMENT FOR SHEDS (G), EASEMENT FOR SHEDS (E), AND EASEMENT FOR SUPPORT (D) AFFECT THE WHOLE OF LOTS 2, 3, 4, 5, 6, 7 AND 8.
 - EASEMENT TO USE LIFT (A) UNLIMITED IN HEIGHT TO RL 61.8 UNLIMITED IN DEPTH.
 - EASEMENT TO USE LIFT (B) UNLIMITED IN HEIGHT TO RL 59.65 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (C) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (E) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (G) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (H) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (I) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (J) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (K) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (L) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (M) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (N) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (O) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (P) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (Q) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (R) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (S) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (T) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (U) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (V) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (W) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (X) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (Y) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.
 - EASEMENT FOR EMERGENCY EGRESS (Z) UNLIMITED IN HEIGHT TO RL 58.8 UNLIMITED IN DEPTH.

(A) EASEMENT TO USE LIFT VARIABLE WIDTH (LIMITED IN STRATUM)
 (B) EASEMENT TO USE LIFT 3.14 WIDE

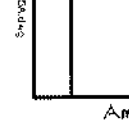
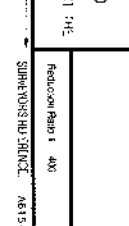
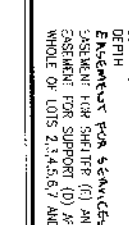
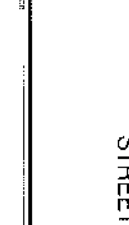
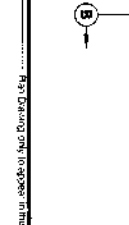
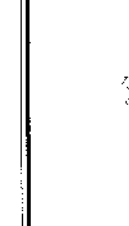
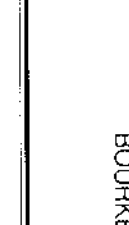
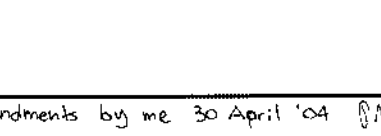
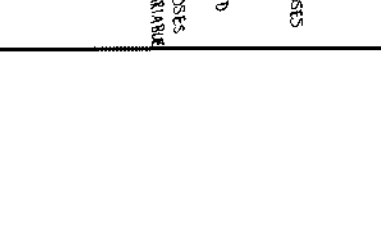
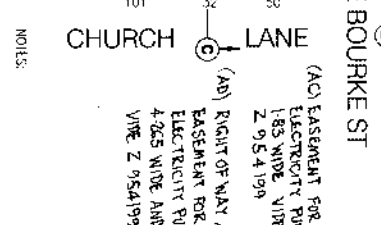
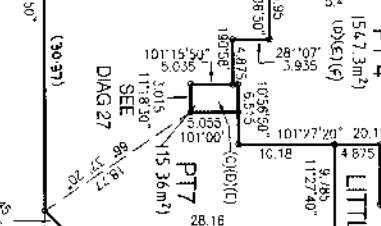
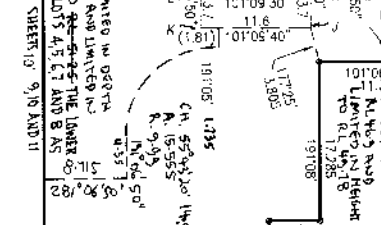
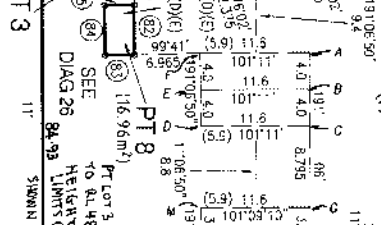
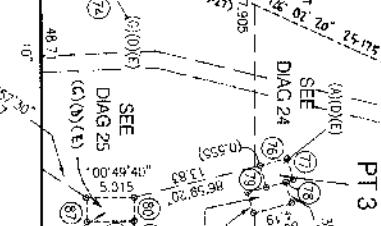
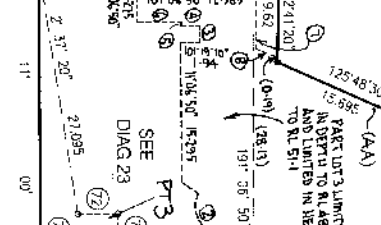
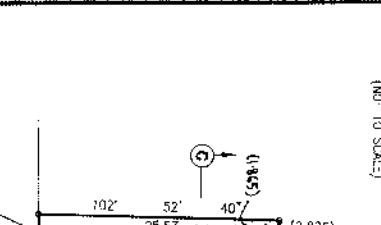
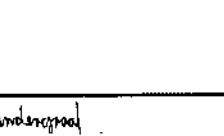
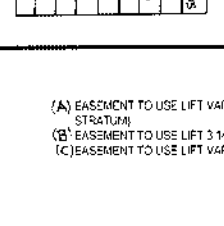
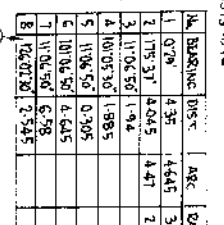
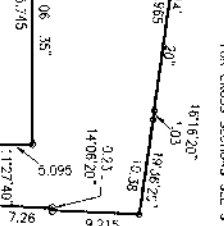
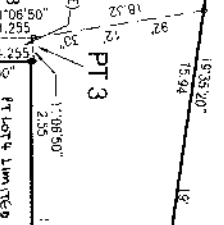
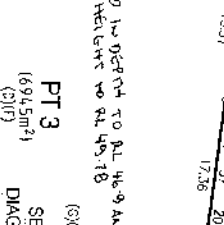
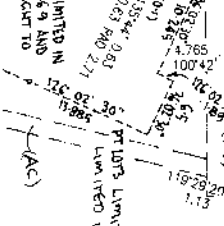
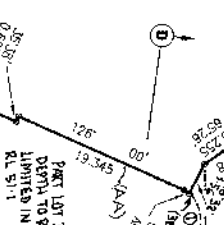
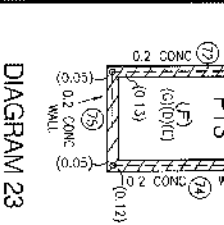
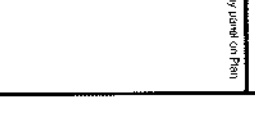
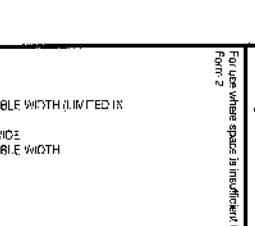
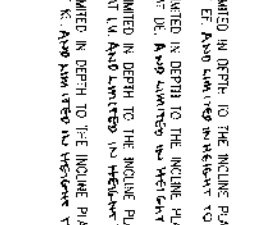
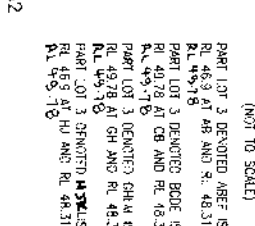
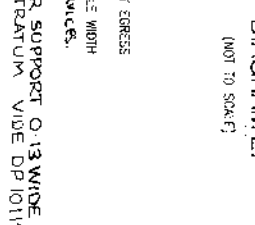
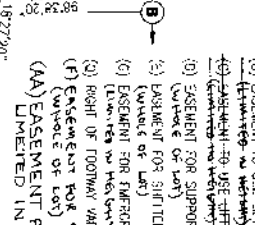
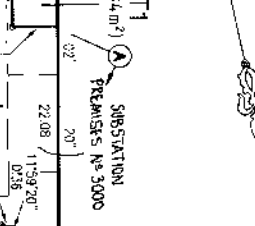
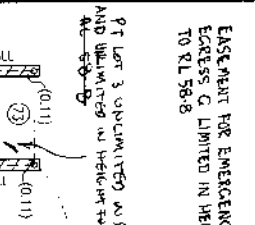
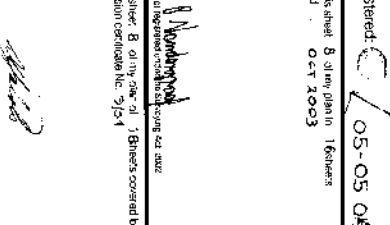
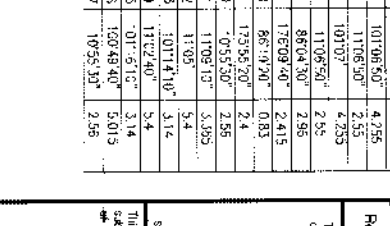
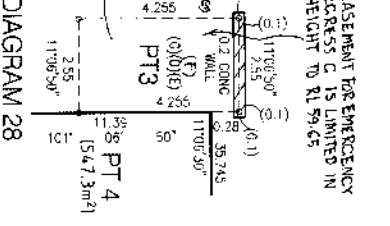
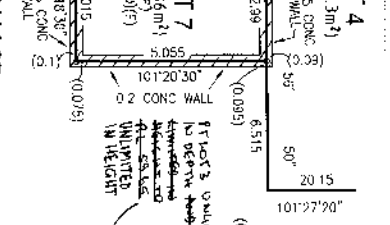
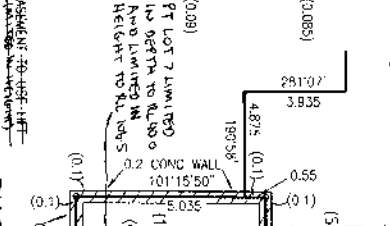
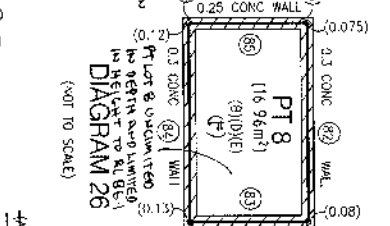
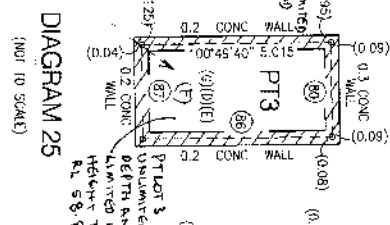
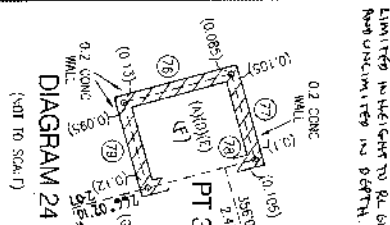
DP1063190
 Registered: 05-05-04
 1995-1999
 05-05-04

Amendments by me 30 April '04

EASEMENT TO USE LIFT (A) LIMITED IN HEIGHT TO RL 51.8 AND UNLIMITED IN DEPTH.

BASEMENT LEVELS B2 AND B3

EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65



FOR CROSS SECTIONS SEE SHEETS 13 TO 16

No.	BEARING	DIST.	MARK.	REMARKS
1	0° 27'	4.35	4.645	3.74
2	117° 31'	4.045	4.47	2.99
3	117° 05'	1.94		
4	110° 05'	1.985		
5	119° 56'	0.205		
6	100° 05'	4.645		
7	117° 05'	6.98		
8	126° 01'	3.595		

NOTES:
 (A) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
 (B) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
 (C) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
 (D) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
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 (Y) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
 (Z) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65

NOTES:
 (A) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
 (B) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
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 (Y) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65
 (Z) EASEMENT FOR EMERGENCY EGRESS C IS LIMITED IN HEIGHT TO RL 59.65

Amendments by me 30 April '04

Registered DP1063190 05-05-04

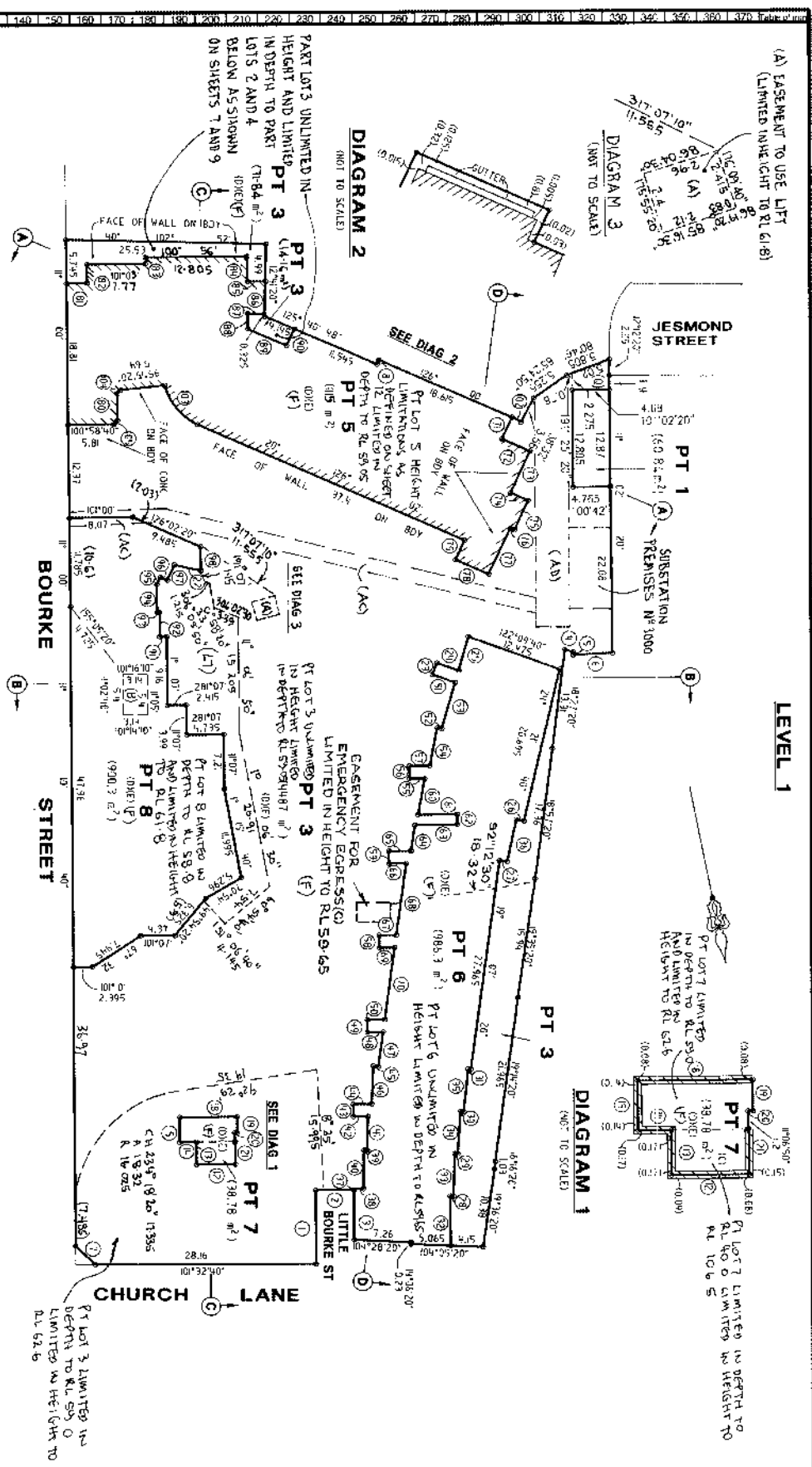
This is sheet 8 of my plan 16 sheets
 dated 05/05/2003

Special Register created by me
 This is sheet 8 of my plan 16 sheets covered by
 subdivision certificate No. 715-1

For use where space is insufficient in any joint on Plan Form 2

Amendments by me 30 April '04

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Line	Bearing	Distance	Line	Bearing	Distance	Line	Bearing	Distance
1	09°27'07"	9.285	32	105°07'	0.127	54	225°27'20"	5.16
2	288°27'37"	4.010	33	107°07'	0.265	55	109°5'	1.95
3	4°21'00"	5.285	34	109°07'	0.52	56	89°07'	1.65
4	299°29'20"	4.3	35	113°07'	0.81	57	28°07'	2.58
5	8°59'20"	0.78	36	119°07'	0.65	58	69°07'	1.65
6	218°38'20"	4.995	37	125°07'	0.61	59	19°07'	1.65
7	14°27'40"	3.505	38	131°07'	0.665	60	20°19'20"	4.885
8	25°38'	0.625	39	137°07'	0.65	61	20°19'20"	4.885
9	89°27'	4.95	40	143°07'	1.2	62	28°07'	3.85
10	83°27'	2.235	41	149°07'	0.405	63	10°07'	5.39
11	28°07'	3.1	42	155°07'	5.02	64	10°07'	3.45
12	28°07'	7.36	43	161°07'	4.44	65	28°07'	2.89
13	10°07'	2.1	44	167°07'	1.87	66	10°07'	2.2
14	28°07'	0.435	45	173°07'	1.61	67	28°07'	2.8
15	10°07'	0.335	46	179°07'	2.34	68	10°07'	9.695
16	10°07'	3.2	47	185°07'	0.645	69	10°07'	1.9
17	10°07'	3.42	48	191°07'	5.08	70	14°07'20"	28.027
18	300°27'3	14.5	49	197°07'	4.81	71	38°02'20"	14.0720
19	212°09'40"	2.935	50	203°07'	7.0	72	30°02'20"	38.9220
20	10°07'	4.64	51	209°07'	1.85	73	36°02'20"	30.0220
21	207°05'20"	1.04	52	215°07'	1.65	74	36°02'20"	6.075
22	10°07'	0.405	53	221°07'	3.68	75	36°02'20"	2.5
23	10°07'	0.405	54	227°07'	0.285	76	28°07'	4.3
24	10°07'	0.405	55	233°07'	6.43	77	36°02'20"	12.8
25	10°07'	0.405	56	239°07'	6.855	78	36°02'20"	12.8
26	10°07'	0.405	57	245°07'	6.855	79	36°02'20"	12.8
27	10°07'	0.405	58	251°07'	6.855	80	36°02'20"	12.8
28	10°07'	0.405	59	257°07'	6.855	81	36°02'20"	12.8
29	10°07'	0.405	60	263°07'	6.855	82	36°02'20"	12.8
			61	269°07'	6.855	83	36°02'20"	12.8
			62	275°07'	6.855	84	36°02'20"	12.8
			63	281°07'	6.855	85	36°02'20"	12.8
			64	287°07'	6.855	86	36°02'20"	12.8
			65	293°07'	6.855	87	36°02'20"	12.8
			66	299°07'	6.855	88	36°02'20"	12.8
			67	305°07'	6.855	89	36°02'20"	12.8
			68	311°07'	6.855	90	36°02'20"	12.8
			69	317°07'	6.855	91	36°02'20"	12.8
			70	323°07'	6.855	92	36°02'20"	12.8
			71	329°07'	6.855	93	36°02'20"	12.8
			72	335°07'	6.855	94	36°02'20"	12.8
			73	341°07'	6.855	95	36°02'20"	12.8
			74	347°07'	6.855	96	36°02'20"	12.8
			75	353°07'	6.855	97	36°02'20"	12.8
			76	359°07'	6.855	98	36°02'20"	12.8
			77	365°07'	6.855	99	36°02'20"	12.8
			78	371°07'	6.855	100	36°02'20"	12.8

Line	Bearing	Distance	Area	Radius
102	38°44'	0.63	0.61	2.7
103	67°07'	6.75	6.935	8.5
104	274°47'	0.48	0.245	0.5
105	53°44'	0.8	0.71	0.455

NOTES:

(A) EASEMENT TO USE LIFT (LIMITED IN HEIGHT TO RL 61.8)

(B) EASEMENT FOR EMERGENCY EGRESS (LIMITED IN HEIGHT TO RL 59.65)

(C) EASEMENT FOR EMERGENCY EGRESS (LIMITED IN HEIGHT TO RL 59.65)

(D) EASEMENT FOR EMERGENCY EGRESS (LIMITED IN HEIGHT TO RL 59.65)

(E) EASEMENT FOR EMERGENCY EGRESS (LIMITED IN HEIGHT TO RL 59.65)

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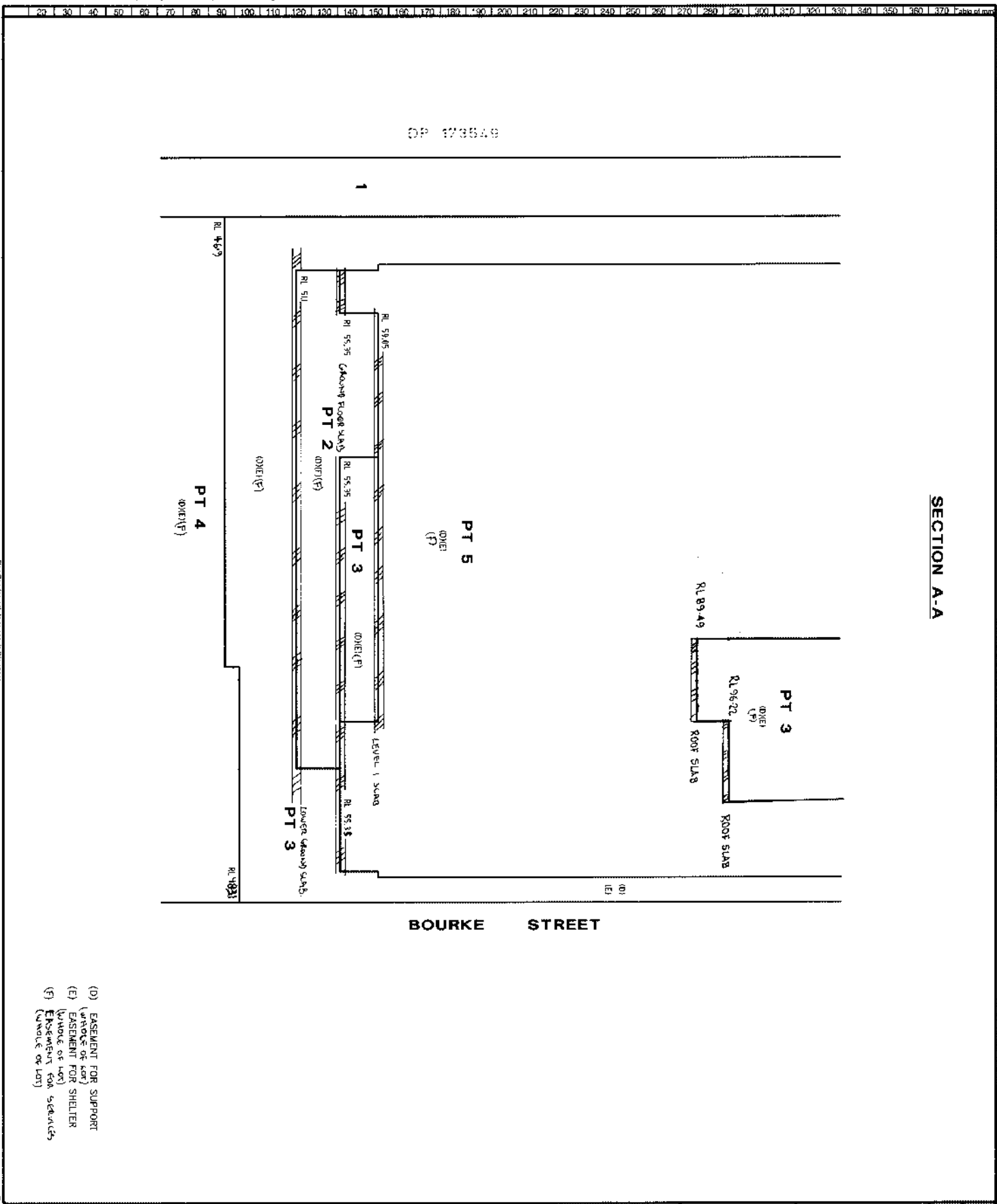
(Z) EASEMENT FOR EMERGENCY EGRESS (LIMITED IN HEIGHT TO RL 59.65)

Registered DP1063190
 05 05 04
 This is sheet 11 of 16 sheets in 16 sheets covered by
 subdivision certificate no 9204
 001 2003

Amendments by me 30 April 04

B. EASEMENT TO USE LIFT
 2.14 WIDE
 (C) EASEMENT TO USE LIFT
 VARIABLE WIDTH

Dwg: 08_2003 - 12:18:01 Z:\51\Bourke\A615\A615-055A.dwg



SECTION A-A

BOURKE STREET

- (D) EASEMENT FOR SUPPORT (PARTS OF LOT)
- (E) EASEMENT FOR SHELTER (PARTS OF LOT)
- (F) EASEMENT FOR SERVICES (PARTS OF LOT)

DP1063190
 Registered 05-05-04
 This sheet 13 of my plan in 16 sheets
 dated OCT 2003

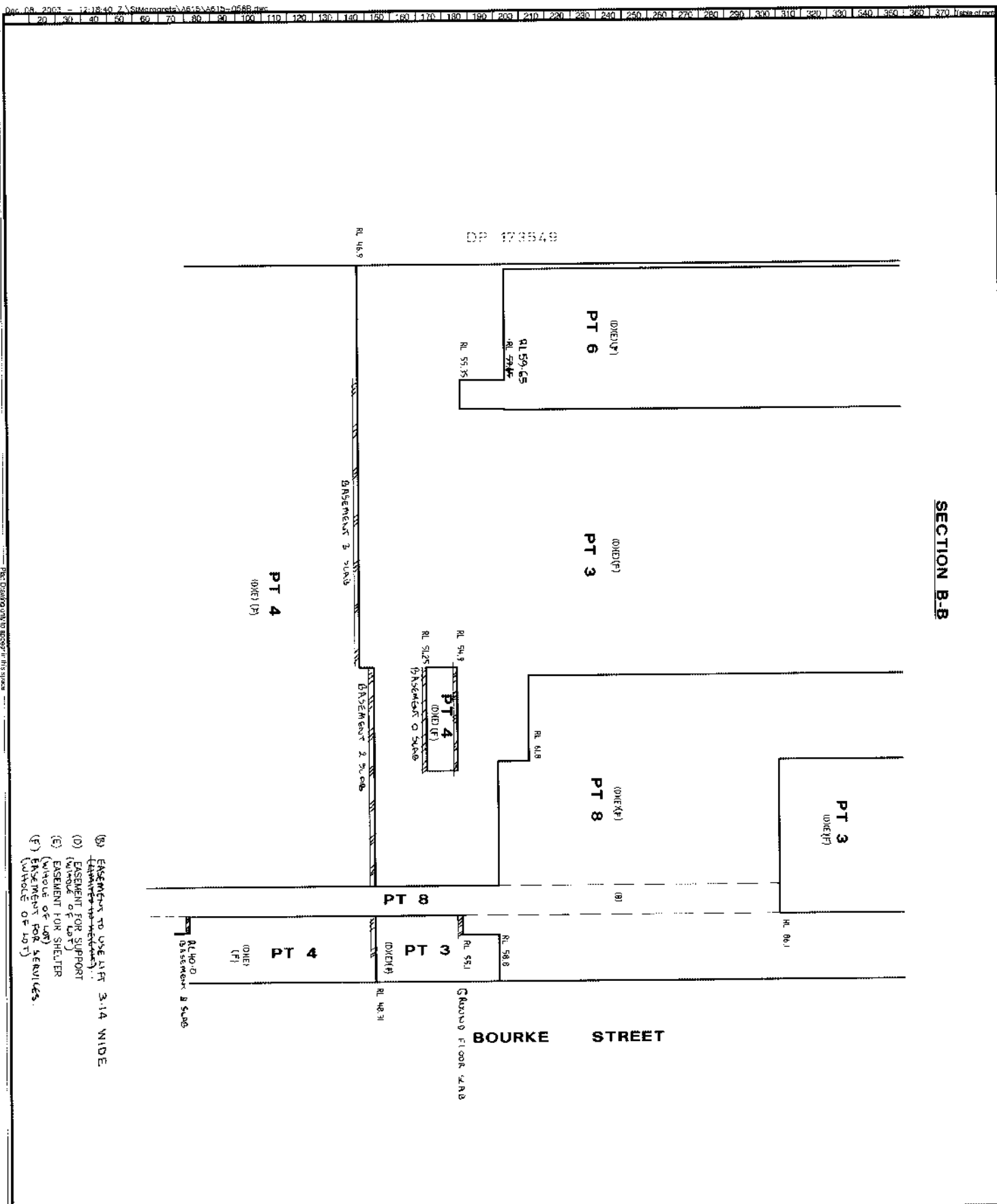
Handwritten signature
 I, *Handwritten name*, being the owner of the land shown hereon, do hereby certify that this is a true and correct copy of the plan as shown to me by the Registrar-General.
 This is sheet 13 of my plan of 16 sheets covered by subdivision certificate No. 9104

Amendment System - *Handwritten name*
 For use where source is indicated in any panel on Plan Form 2

Revised: 09/11/2003

30/01/2003 11:00:00 AM A615-055A.dwg

Amendments by me 30 April '04 *Handwritten signature*



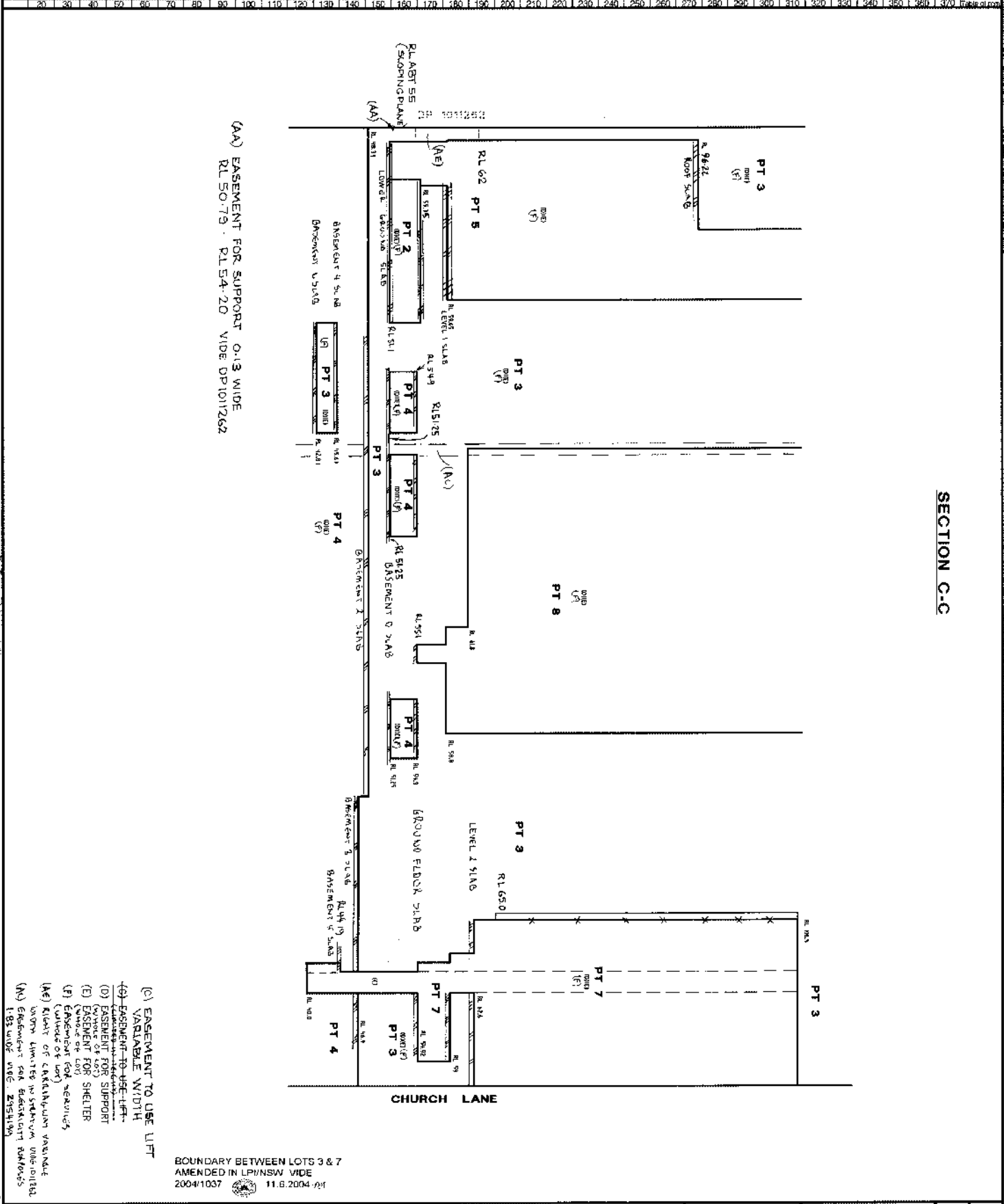
Registered DP1063190
 05-05-04
 This is sheet 14 of my plan of 16 sheets dated OCT 2005

Handwritten signature
 This is sheet 14 of my plan of 16 sheets dated OCT 2005
 I have signed this plan in accordance with the provisions of the Real Property Act 1900

For use when social is transferred to any other plan Part 2
 Author and the Registrar-General

Amendments by me 30 April '04
 S:\DP\DP\DP-1063190-0508-049

Dec 08, 2003 - 12:23:20 Z:\Storage\proj\1063190\1063190-0578.dwg



SECTION C-C

(AA) EASEMENT FOR SUPPORT 0.13 WIDE
 RL 50.79 - RL 54.20 VIDE DP1011262

(C) EASEMENT TO USE LIFT
 VARIABLE WIDTH

- (D) EASEMENT TO USE LIFT
- (E) EASEMENT FOR SUPPORT
- (F) EASEMENT FOR SHELTER
- (G) EASEMENT FOR SERVICES
- (H) RIGHT OF CARAVANWAY
- (I) EASEMENT FOR STRUCTURE OVER-HEIGHT
- (J) EASEMENT FOR STRUCTURE ADDRESS
- (K) EASEMENT FOR STRUCTURE ADDRESS

BOUNDARY BETWEEN LOTS 3 & 7
 AMENDED IN LP/NSW VIDE
 2004/1037 11.6.2004

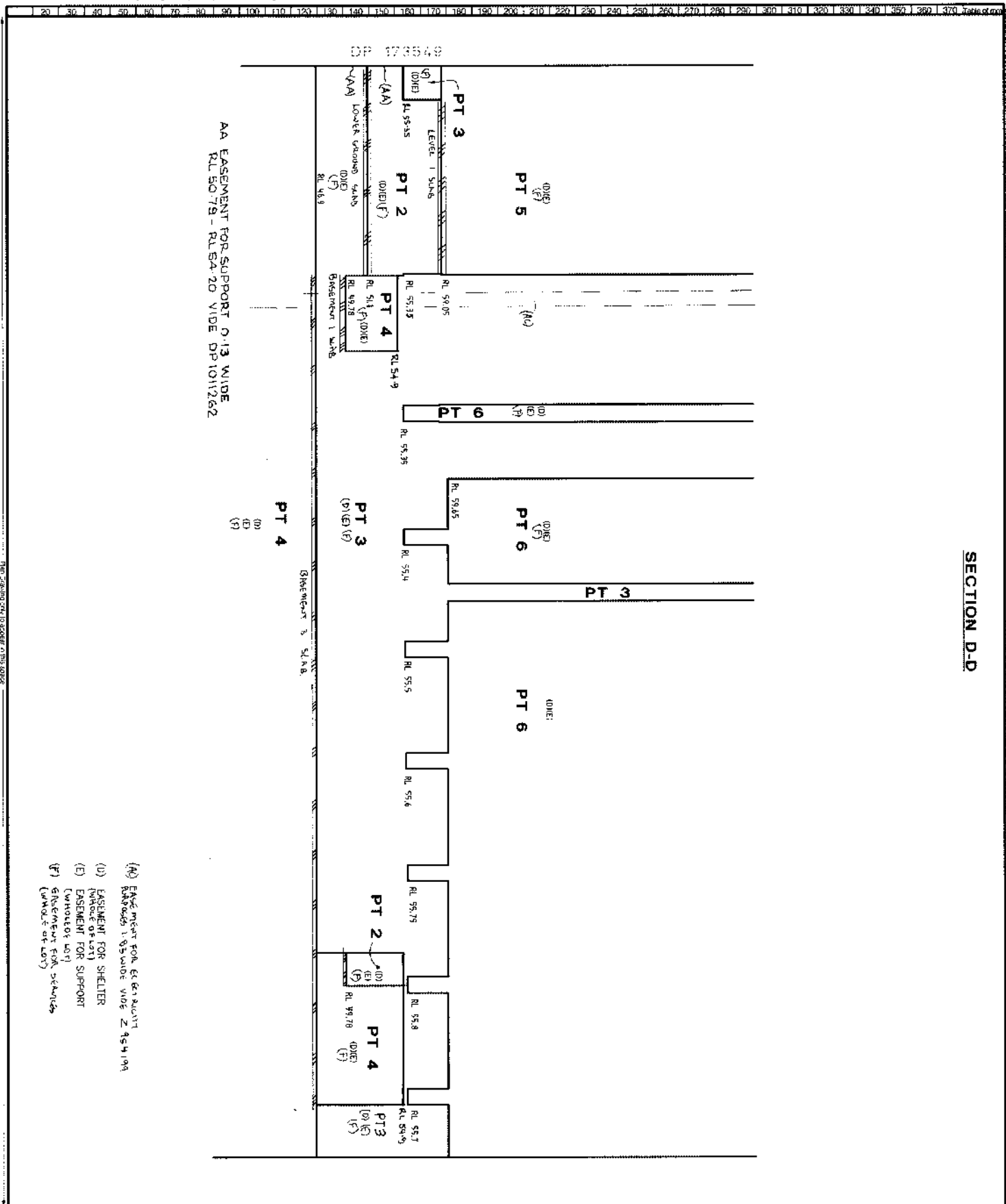
Registered DP1063190
 05-05-04
 This is a total of 150 m² in 16 sheets
 dated 04.11.2003

Signature: *[Handwritten Signature]*
 Registered Professional Surveyor No. 1288
 This is a total of 150 m² in 16 sheets
 dated 04.11.2003

Revision: 1.280
 DATE: 05/05/04

Amendments by me 30 April '04 *[Handwritten Signature]*

Plan No. 2003 - 17:23:05 Z:\S\M\gereta\A615\A615-008A.dwg



SECTION D-D

DP1063190

Registered 05.05.04

This is sheet 16 of my plan in 16 sheets
 dated 04.01.2003

Drawn by: *[Signature]*
 Checked by: *[Signature]*
 This is sheet 16 of my plan in 16 sheets covered by
 submission certificate No. 9704

Unrecorded Overlap - General Location

For use where above is insufficient in any panel on Sheet 2

Reduced Scale: 1:250

SYDNEY REGISTERED - 4615-108A.dwg

Amendments by me 20 April '04 *[Signature]*



**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**

Sheet 1 of 12 sheets

Plan of subdivision of lot 1 in Deposited Plan
 1011262 covered by Council Certificate No.
 dated

DP1063190

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	Easement for support (whole of lot) "D"	2-8	2-8
2	Easement for shelter (whole of lot) "E"	2-8	2-8
3	Easement for services (whole of lot) "F"	2-8	2-8
4	Easement to use lift variable width (limited in height) "A"	3	5, 6, 7 and 8
5	Easement to use lift 3.14 wide (limited in height) "B"	8	5 and 6
6	Easement to use lift variable width (limited in height) "C"	7	6
7	Easement for emergency egress 2.55, 2.56 and variable width (limited in height) "G"	2-8 3	2-8
8	Positive covenant 7.15 wide and variable "H" (detention basin)	2-8	2-8 The City of Sydney
9	Restriction on use 7.15 wide and variable "J" (detention basin)	2-8	2-8 The City of Sydney
10	Right of footway variable width "Q"	3	1

Handwritten scribbles and marks on the right side of the table.

AMENDED 17.06.2004

**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**

Sheet 2 of 12 sheets

DP1063190

Plan of subdivision of lot 1 in Deposited Plan
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PART 2 (TERMS)

1 Dictionary

Words in italics are defined terms. Defined terms in any form mean:

<i>Act</i>	<i>Conveyancing Act 1919 (NSW).</i>
<i>authorised user</i>	every person authorised by the <i>grantee</i> for the purposes of an easement, positive covenant and restriction on use created by this instrument. Subject to the terms of an easement, positive covenant and restriction on use, an <i>authorised user</i> includes, without limitation, the tenants, employees, agents, contractors and licensees of the <i>grantee</i> .
<i>Council</i>	The Council of The City of Sydney its successors and assigns, or any other body serving the same or a similar function and, where not repugnant to the context, includes the servants, agents and contractors of the <i>Council</i> (or the body serving the same function).
<i>Development Act</i>	<i>Strata Schemes (Freehold Development) Act 1973 (NSW).</i>
<i>easement site</i>	in relation to an easement in this instrument, means: <ul style="list-style-type: none">(a) the site of the easement identified on the <i>plan</i>; and(b) all items within the site of an easement identified on the <i>plan</i> which are the subject of the easement.
<i>government agency</i>	any governmental, semi or local government, statutory, public or other authority.
<i>grantee</i>	(a) the owner of a <i>lot benefited</i> ;

1 **DP1063190**

Plan of subdivision of lot 1 in Deposited Plan
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	(b) the owners corporation under the <i>Development Act</i> in respect of a <i>lot benefited</i> ; and
	(c) an authority benefited.
<i>grantor</i>	(a) the owner of a <i>lot burdened</i> ; and
	(b) the owners corporation under the <i>Development Act</i> in respect of a <i>lot burdened</i> .
<i>lot benefited</i>	a lot benefited by an easement, positive covenant or restriction on use in this instrument.
<i>lot burdened</i>	a lot burdened by an easement, positive covenant or restriction on use in this instrument.
<i>plan</i>	the plan of subdivision to which this instrument relates.
<i>registration</i>	registration of an instrument at the Land & Property Information NSW by the Registrar-General.
<i>strata management statement</i>	a strata management statement registered according to the <i>Development Act</i> which applies to any of the lots in the <i>plan</i> .
<i>St. Margaret's</i>	the buildings constructed on the lots in the <i>plan</i> .
<i>stormwater detention tank</i>	the storm water detention tanks located throughout <i>St Margaret's</i> and includes items associated with the use of this structure (including, but not limited to all ancillary drains, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater).

2 Easements are covenants and agreements between grantees and grantors

The conditions, covenants and restrictions (including in this clause 2 and clauses 3 and 4) 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

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

3 Complying with this instrument and the strata management statement for St. Margaret's

- 3.1 Each *grantee* and *grantor* must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.
- 3.2 For each easement, positive covenant and restriction on use in this instrument, each *grantee* must use reasonable endeavours to ensure that its *authorised users* comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.
- 3.3 For each easement, positive covenant and restriction on use in this instrument, the *grantee* must:
- (a) comply with a *strata management statement* including any architectural code and shared facilities code adopted according to a *strata management statement*; and
 - (b) use reasonable endeavours to ensure that its *authorised users* comply with a *strata management statement*, including any architectural code and shared facilities code adopted according to a *strata management statement*.

4 Effect of the strata management statement

- 4.1 Clauses 4.2 and 4.3 apply to each easement, positive covenant and restriction on use in this instrument.
- 4.2 If a *grantor* is entitled under an easement, positive covenant or restriction on use to make rules about the use of an *easement site*, covenant or restriction by a *grantee* or *authorised user*, the rules must be consistent with the easement, covenant or restriction and a *strata management statement*. A *strata management statement* prevails to the extent of any inconsistency.
- 4.3 If a *strata management statement* regulates the apportionment of costs in relation to an easement, *easement site*, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and a *strata management statement*, the *strata management statement* prevails to the extent of the inconsistency.

5 Terms of easement for support "D" numbered 1 on the plan

- 5.1 An easement for support is created in the terms of section 8AA of the *Development Act*.
- 5.2 If a *strata management statement* is registered and:

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-
- (a) an easement for support is created under the *Development Act*; and
 - (b) the terms of the easement created under the *Development Act* are inconsistent with the terms of this easement

the terms of the easement under the *Development Act* prevail.

6 Terms of easement for shelter "E" numbered 2 on the plan

6.1 An easement for shelter is created in the terms of section 8AA of the *Development Act*.

6.2 If a *strata management statement* is registered and:

- (a) an easement for shelter is created under the *Development Act*; and
- (b) the terms of the easement created under the *Development Act* are inconsistent with the terms of this easement,

the terms of the easement under the *Development Act* prevail.

7 Terms of easement for services "F" numbered 3 on the plan

7.1 Subject to clause 7.2, an easement for services in the terms of section 8AB of the *Development Act* is created in respect of all wires, cables, conduits, equipment, kitchen exhaust and other structures and things relating to services (as defined in section 8AB) which pass through or are situated in the *lot burdened* and service the *lot benefited* at the date of registration of the *plan*.

7.2 This easement has effect from the date of registration of the *plan* and continues to apply if a *strata management statement* is registered. This easement does not create any right in respect of any wires, cables, conduits, equipment, kitchen exhaust and other structures and things relating to services (as defined in section 8AB) which are different to those existing at the date of registration of the *plan*, to the extent that they affect a *lot burdened*, without the express consent of the *grantor*.

7.3 The provisions of schedule 1B of the *Development Act* are varied as follows:

- (a) except in an emergency, a *grantee* or *authorised user* must give a *grantor* or its nominee at least 48 hours notice of their intention to enter the *lot burdened*;
- (b) if required by a *grantor*, when exercising access rights a *grantee* or *authorised user* must be accompanied by and comply with the directions of the *grantor's* nominee;
- (c) in an emergency, a *grantee* or *authorised user* must give a *grantor* notice of access to the *lot burdened* if practicable;

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dated

-
- (d) a *grantee* or *authorised user* must cause as little inconvenience and interruption as is practicable to services or the usual activities carried out on a *lot burdened*; and
- (e) if the *lot burdened* is lot 3 in the *plan*, the *grantee* or *authorised user* must not require access to the *lot burdened* during business hours or hours which would detrimentally affect the business carried on by the *grantor* or the occupier of the *lot burdened* (except in an emergency).
- 7.4 Subject to clause 4.2, a *grantor* may make reasonable rules about the use of the *easement site* located in their *lot burdened* by *grantees* and *authorised users*.
- 7.5 When they exercise their rights under this easement, *grantees* and *authorised users* must:
- (a) ensure that any person carrying out works on services or the *easement site* on their behalf is qualified to do those works;
- (b) cause as little inconvenience as practicable to a *grantor* or an occupier of a *lot burdened*; and
- (c) comply with rules made by the *grantor* according to this easement.
- 7.6 *Grantees* and *authorised users* must, at their cost, undertake maintenance and repair damage which they cause to a service or the *easement site*.
- 8 Terms of easement to use lifts "A", "B" and "C" numbered 4, 5 and 6 on the plan**
- 8.1 The *grantor* grants to *grantees* and *authorised users* the right to use, in common with the *grantor*, the lift in those parts of the *lot burdened* marked Easement for Use of Lifts "A", "B" and "C" (respectively) on the *plan*.
- 8.2 Subject to clause 4.2, the *grantor* may make reasonable rules about the use of the *easement site* by the *grantee* and *authorised users*.
- 8.3 The *grantor* may temporarily suspend access to, and use of, lifts "A", "B" and "C" in an emergency or for maintenance purposes on the following conditions:
- (a) except in an emergency, the *grantor* must give reasonable notice of its intention to suspend access to or use of the lifts by notice posted on or near the lifts; and
- (b) the *grantor* must act reasonably.
- 8.4 The *grantor* may install and operate in lifts "A", "B" and "C" a security system which prevents the operation of the lifts to the levels of *St. Margaret* which the *grantee* or *authorised users* are not entitled to access via the lifts. If the *grantor* installs a security system, the *grantor* must issue to the *grantee* (at their cost) the lift key or security devices

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to operate the lifts between the levels and on the conditions permitted under this easement.

- 8.5 When they exercise their rights under this easement, *grantees* and *authorised users* must:
- (a) cause as little inconvenience as practicable to the *grantor* or an occupier of the *lot burdened*; and
 - (b) comply with rules made by the *grantor* according to this easement.
- 8.6 *Grantees* and *authorised users* must repair damage which they cause to lift "A", "B" or "C" or the *easement site*.

9 Terms of easement for emergency egress "G" variable width numbered 7 on the plan

- 9.1 Each *grantor* grant the right for *grantees* and *authorised users* to enter and pass through those parts of the *lots burdened* comprising fire stairs and fire exit corridors which are accessible to a *grantee* and *authorised user* for the purpose of evacuating the *lot benefited* in an emergency or for fire drill purposes.
- 9.2 When they exercise their rights under this easement, *grantees* and *authorised users* must:
- (a) repair damage which they cause to the *easement site*; and
 - (b) cause as little inconvenience as practicable to a *grantor* or the occupier of a *lot burdened*.

10 Terms of positive covenant "H" (detention basin) numbered 8 on the plan

- 10.1 The *grantor* covenants with *Council* that it will, at its expense:
- (a) permit stormwater run-off to be temporarily detained by the *stormwater detention tank*; and
 - (b) at all times keep the *stormwater detention tank* clean and free from silt, rubbish and debris; and
 - (c) maintain, renew and repair the whole or part of the *stormwater detention tank* so that it functions at all times in a safe and efficient manner; and
 - (d) keep and continue to possess a specification for procedures for the purposes of maintaining the *stormwater detention tank* to provide for such things as inspection of the *stormwater detention tank* every six months and after storms, clearing blockage, replacing geofabrics periodically and other necessary maintenance; and

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-
- (e) install and maintain private connections in the surrounding streets for the sole purpose of discharging stormwater, namely:
- (i) 1 x 225 mm diameter pipe to a gully pit in Bourke Street (North); and
 - (ii) 1 x 225 mm diameter pipe to a gully pit in Bourke Street (South); and
 - (iii) 2 x 150 mm x 50 mm rectangular hollow sections to kerb and gutter in Jesmond Street,
- (collectively the "Private Connection").
- 10.2 For the purpose of ensuring observance of the covenant, *Council* and its *authorised users* may at any reasonable time of the day and upon giving not less than two days notice to the *grantor* (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the *stormwater detention tanks*.
- 10.3 By written notice *Council* may require the *grantor* to attend to any matter and to carry out such work within such time as *Council* may require to ensure the proper and efficient performance of the *stormwater detention tanks* and to this extent section 88F(2)(a) of the *Act* is hereby agreed to be amended accordingly.
- 10.4 Pursuant to section 88F(2) of the *Act*, if the *grantor* fails to comply with the terms of any written notice issued by *Council* under clause 10.3, *Council* or its *authorised users* may enter the land with all necessary equipment and carry out any work which *Council* in its discretion considers reasonable to comply with the notice. In carrying out any work under this clause 10.4, the *Council* must:
- (a) cause as little inconvenience as is practicable to the *grantor* and any occupier of the *lot burdened*; and
 - (b) repair damage which it causes to the zone of influence of the Private Connection; and
 - (c) take all reasonable precautions to ensure that the *lot burdened* is disturbed as little as possible.
- If necessary, the *Council* may recover from the *grantor*, in a court of competent jurisdiction, any expense reasonably incurred in exercising its rights under this clause and lodge a charge over the land in accordance with clause 88F(4) of the *Act*.
- 10.5 If the *lot burdened* is a strata scheme, the burden of this covenant attaches to the common property for the strata scheme and not the lots within that strata scheme.
- 10.6 For the purposes of clause 10.1(e), the *grantor*:

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-
- (a) acknowledges that if trade wastes are discharged through the Private Connection, *Council* is entitled to immediately disconnect the Private Connection at the *grantor's* expense;
- (b) releases the *Council* from, and indemnifies the *Council* against any claim or liability to any person whatsoever for the death of or injury to or loss or damage to property of any person upon the zone of influence of the Private Connection including any death, injury, loss or damage arising out of or in the course of or caused by:
- (i) the construction or the existence of the Private Connection beneath the *Council's* footpath or road; or
 - (ii) connection of the Private Connection to the *Council's* drainage system in the street; or
 - (iii) any failure of the *stormwater detention tank* or Private Connection; or
 - (iv) a breach of this covenant by the *grantor*; or
 - (v) any inadequacy or failure of *Council's* stormwater drainage system; or
 - (vi) the overburdening of *Council's* stormwater drainage system by drainage from the Private Connection.

11 Terms of restriction on use "J" (detention basin) numbered 9 on the plan

11.1 The *grantor* covenants with *Council* that it will not:

- (a) do any act, matter or thing which would prevent the *stormwater detention tank* from operating in an efficient manner;
- (b) make any alterations or additions to the *stormwater detention tank* or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the *stormwater detention tank* without the prior written consent of the *Council*; and
- (c) this covenant shall bind all persons who claim under the registered proprietors and stipulated in section 88E(5) of the *Act*.

11.2 If the *lot burdened* is a strata scheme, this restrictive covenant attaches to the common property for the strata scheme and not the lots within that strata scheme.

11.3 *Council* is the authority empowered to release, vary or modify this restriction on use.

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12 Terms of right of footway variable width "Q" numbered 10 on the plan

12.1 The *grantor* grants to the *grantees* and *authorised users* the right to pass and repass over the *easement site* for the purpose of passing through the *lot burdened* to gain access to the *lot benefited*:

- (a) on foot;
- (b) with wheelchairs or other disabled access aids; and
- (c) without vehicles.

12.2 When they exercise their rights under this easement, the *grantees* and *authorised users* must:

- (a) cause as little inconvenience as is practicable to the *grantor* and any occupier of the *lot burdened*;
- (b) repair damage which they cause to the *easement site*;
- (c) properly dispose of litter by removing it from a *lot burdened*; and
- (d) immediately remove anything they spill on the *easement site* not deposit any litter on the *easement site* and clean the affected area.

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dated

EXECUTION

Signed by the registered proprietor

**THE COMMON SEAL of ZONE
DEVELOPMENTS PTY
LIMITED** is duly affixed by
authority of its directors in the
presence of:

[Handwritten Signature]
.....
Signature of authorised person

.....**Director**.....
Office held

.....**Isador Alexander Magid**.....
Name of authorised person (block
letters)



[Handwritten Signature]
.....
Signature of authorised person

.....**Director**.....
Office held

.....**Stephen Leslie Adrian**.....
Name of authorised person (block
letters)

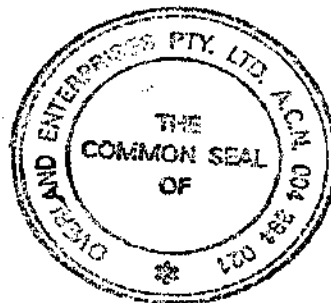
Signed by mortgagee

**THE COMMON SEAL of
OVERLAND ENTERPRISES PTY
LIMITED** is duly affixed by
authority of its directors in the
presence of:

[Handwritten Signature]
.....
Signature of authorised person

.....**Director**.....
Office held

.....**Isador Alexander Magid**.....
Name of authorised person (block
letters)



[Handwritten Signature]
.....
Signature of authorised person

.....**Secretary**.....
Office held

.....**Clomens Henry Epstein**.....
Name of authorised person (block
letters)

DP1063190

Plan of subdivision of lot 1 in Deposited Plan
1011262 covered by Council Certificate No.
dated

Signed by mortgagee

SIGNED at *MELBOURNE*)
this *30* day of *MARCH* 200*4* for)
NATIONAL AUSTRALIA)
TRUSTEES LIMITED ABN 007)
350 405 by)

SIGNED FOR AND on behalf of NATIONAL)
AUSTRALIA TRUSTEES)
LIMITED (ABN 80 007 350 405) by its duly)
appointed attorneys)

PAUL SEMEN David White)
INVESTMENTS MANAGER Senior Trust Officer)

its duly appointed Attorney under)
Power of Attorney No. *4319* Book *311* :)

.....)
Manager)

[Signature])
PETER JOHN ALLAN)
Justice of the Peace)
Witness/Bank Officer for Victoria)
800 Bourke St. Docklands VIC 3008)

Address of Witness

City of Sydney
Signed by ~~South Sydney City Council~~

SIGNED by *Petar Viadeta*)
~~PETER CONROY~~)
attorney for ~~COUNCIL OF THE~~)
CITY OF SOUTH SYDNEY)
under power of attorney registered)
book *4368* no. *928* in the presence)
of: *4275 393*)

[Signature])
Signature of witness)

CHARLES WEBER)
Name of witness (block letters))

TOWNHALL HOUSE)
456 KENT ST. SYDNEY)
Address of witness)

[Signature])
By executing this document the)
attorney states that the attorney has)
received no notice of revocation of)
the powers of attorney)



Form: 11R
Release: 2.1
www.lands.nsw.gov.au

REQUEST

New South Wales
Real Property Act 1900



AI499057E

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

(A) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **FOLIO OF THE REGISTER**

CP/SP 72040;72457;72979;73633;84303; 2/1063190 & 3/1063190

(C) **REGISTERED DEALING**

Number	Folio of the Register
--------	-----------------------

(D) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and LLPN if any DYNAMIC PROPERTY SERVICES PTY LTD DX 11643 SYDNEY DOWNTOWN	CODE R
	Reference: Lisa Branson 02 9267 6334	

(E) **APPLICANT**

The Owners Corporation SP72040;SP72457;SP72979;SP73633;SP84303
The Owners Lots 2 & 3 DP 1063190

(F) **NATURE OF REQUEST**

Amendments to the Strata Management Statement

(G) **TEXT OF REQUEST**

Amend Strata Management Statement by replacement of schedules 1 & 2 as per attached annexure

DATE

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:

Signature of applicant:

Name of witness: SEE ATTACHED ANNEXURES

Address of witness:

Amendments and additions to Shared Facility Schedules 1 and 2 as outlined below.

Schedule 1 - List of Shared Facilities

SF#	Shared Facility	Description	Usage
SF001	Domestic cold Water	<p>The cold water supply for St Margaret's is provided through a network of pipe reticulation including metering and booster pumps.</p> <p>The booster pumps used in connection with the cold water are located in St. Margaret's Commercial.</p> <p>Costs include maintenance of booster pumps, pump room, pipework, valves and associated equipment.</p> <p>The costs for the domestic cold water do not include electricity consumption.</p> <p>This includes water usage.</p>	All members
SF002	Electricity Infrastructure	<p>The substation and main switchrooms. These rooms are located in St Margaret's Commercial.</p> <p>The costs for the electricity infrastructure do not include electricity consumption.</p>	All members
SF003	Main distribution frame room for telecommunications and Jasper (B5) MDF room	<p>The main distribution frame room is located in St Margaret's Commercial.</p> <p>Costs include, without limitation, maintenance and repair of the room, distribution frame and associated ventilation and air conditioning services for the room.</p> <p>The costs for the main distribution frame room do not include electricity consumption.</p>	All members
SF004	Electrical Consumption - Precinct	<p>Connected equipment:</p> <ul style="list-style-type: none"> ● Fire indicator panel ● EWIS ● Fire control room socket outlets and lighting ● Sprinkler/hydrant valve room socket outlets ● BMS controls circuit breakers ● Access control ● Valve room lighting ● Electric and diesel sprinkler hydrant booster pump ● Sprinkler/hydrant jacking pump ● Irrigation/water feature plant ● Cold water pump set and control panel ● Sewer/Stormwater pump-out Stations ● External lighting ● Misc. areas supply fans 	All members

		<ul style="list-style-type: none"> ● Grease/garbage exhaust fans ● Security/manager's office A/C ● Primary condenser water pump ● Cooling tower ● Hot water heater ● Heating pump ● Main plant room supply fan ● Water treatment pumps controller ● Main switch room light and power ● Retail/residential garbage fan ● Commercial garbage/car wash bay hot water unit ● Car wash bay light and power ● Power factor correction 	
SF005	Electrical Consumption - Health Club	<p>Connected equipment:</p> <ul style="list-style-type: none"> ● Pool plant ● Pool air conditioning plant ● Pool plant exhaust fan ● Gym air conditioning plant ● BMS controls circuit breaker ● Pool supply fan ● Toilet exhaust fan ● Residential garbage air conditioning plant 	Alba (B1), Henry (B2), Ivy (B3) and Jasper (B5)
SF006	Pest Control	This includes the servicing, attendance and replacement parts for any pest control treatments carried out throughout the shared facility areas of St Margaret's.	All members
SF007	Garbage removal dock	<p>The garbage removal docks are located on basement level B1 in St. Margaret's Commercial.</p> <p>Access to and from the docks is by the most direct route or the route nominated by the committee from time to time.</p> <p>The costs for the garbage removal docks do not include electricity consumption.</p>	All members except Lot 2.
SF008	Loading dock	<p>The loading removal dock including turntable is located on basement level B1 in St. Margaret's Commercial.</p> <p>This includes access to and from the dock using the most direct route or the route nominated by the committee from time to time and the cost of maintenance of the turntable.</p> <p>The costs for the loading removal dock does not include electricity consumption.</p>	Lot 2 and commercial lots.

Schedule 2 - Division of Costs for Shared Facilities

SF#	Shared Facility	Lot 2 Owner	Lot 3 Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of Apportioning Cost
SF001	Domestic cold Water	1.00%	9.00%	8.00%	23.00%	7.00%	25.00%	27.00%	Note 1
SF002	Electricity Infrastructure	1.00%	9.00%	8.00%	23.00%	7.00%	25.00%	27.00%	Note 1
SF003	Main distribution frame room for telecommunications.	1.00%	7.00%	6.00%	17.00%	5.00%	18.00%	46.00%	Apportioned by all beneficiaries per line usage.
SF004	Electrical Consumption - Precinct	1.00%	9.00%	8.00%	23.00%	7.00%	25.00%	27.00%	Note 1
SF005	Electrical Consumption - Health Club	0.00%	0.00%	0.00%	26.00%	8.00%	34.00%	32.00%	Note 1
SF006	Pest Control	1.00%	9.00%	8.00%	23.00%	7.00%	25.00%	27.00%	Note 1
SF007	Garbage removal dock	0.00%	9.10%	8.08%	23.23%	7.07%	25.25%	27.27%	Note 1
SF008	Loading dock	64.00 %	36.00 %	0.00%	0.00%	0.00%	0.00%	0.00%	Apportioned by Lot 2 and Commercial lot per estimated usage.

Note

1
 Apportioning has been calculated based on the relative ratio of occupancy areas of respective beneficiary lots of the shared facility (as per development plans, lease contract or memorandum of understanding or physical measurement). Consideration of the extent of usage and the location of each facility and asset has been made prior to classifying as a shared facility. All apportionments are believed to be accurate, fair and reasonable.

ANNEXURE A

Council of the City of Sydney, the registered proprietor of **Lot 2** in **DP 1063190** hereby gives permission to register the amendments/additions to the Strata Management Statement.

Signed by Marcia Claire Doheny under Power of Attorney
(company name) Book 4572 Reg. No 994
~~in accordance with Section 127 of the Corporations Act in the presence of~~

Name: Heather Turner

Signature:



Secretary/Director Witness:

Name: Marcia Claire Doheny

Signature:

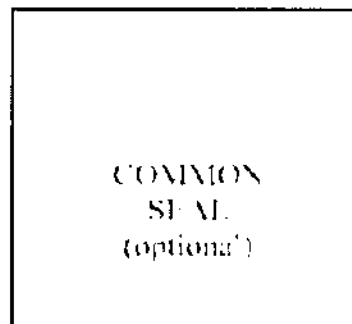


Director Council's Attorney

This document must be signed in accordance with Section 127 of the Corporations Act or by power of attorney (POA). If under POA, a copy of the POA or registration details should be returned with this form.

This document must be signed by either:

- (a) two directors; or
- (b) a director and a secretary; or
- (c) if you are the sole director and sole secretary, only one signature is required. You must state that you are the sole director and sole secretary next to your signature.



ANNEXURE A

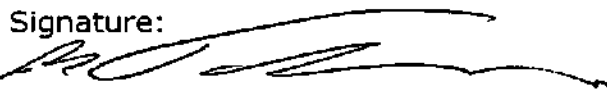
Zone Developments Pty Limited, the registered proprietor of **Lot 3** in **DP 1063190** hereby gives permission to register the amendments/additions to the Strata Management Statement.

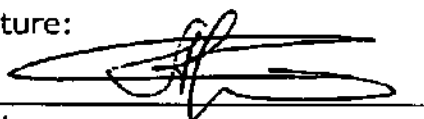
Signed by Zone Developments Pty Ltd
(company name)

in accordance with Section 127 of the Corporations Act in the presence of

Name: Michael Teplitsky

Name: Boriz Markousky

Signature: 

Signature: 

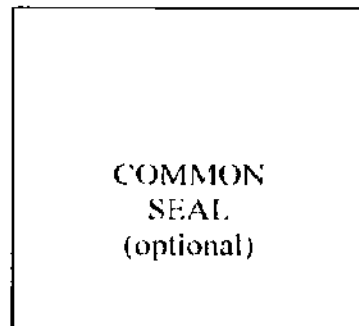
Secretary/Director

Director

This document must be signed in accordance with Section 127 of the Corporations Act or by power of attorney (POA). If under POA, a copy of the POA or registration details should be returned with this form.

This document must be signed by either:

- (a) two directors; or
- (b) a director and a secretary; or
- (c) if you are the sole director and sole secretary, only one signature is required. You must state that you are the sole director and sole secretary next to your signature.



ANNEXURE A

The Common Seal of the **Owners S.P. 72457** was hereunto affixed on 31 March 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

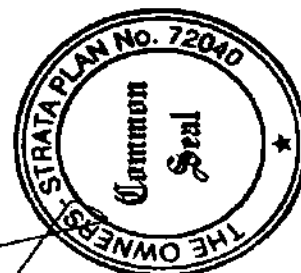


SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

Signature of witness: *V. Haddad*

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

The Common Seal of the **Owners S.P. 72040** was hereunto affixed on 31 March 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



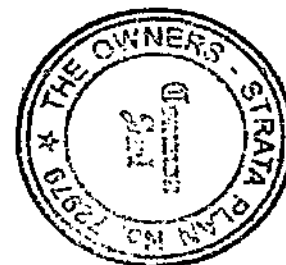
SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

Signature of witness: *V. Haddad*

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

ANNEXURE

The Common Seal of the **Owners S.P. 72979** was hereunto
affixed on 4th February 13 in the presence of **Roderick Smith**
being the person(s) authorised by
Section 238 of the Strata Schemes Management Act, to
attest the affixing of the seal.



ANNEXURE A

The Common Seal of the **Owners S.P. 73633** was hereunto affixed on 31 March 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

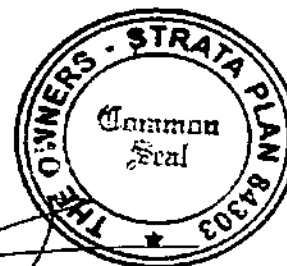


SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

Signature of witness: *V. Haddad*

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

The Common Seal of the **Owners S.P. 84303** was hereunto affixed on 31 March 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

Signature of witness: *V. Haddad*

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

Approved Form 8

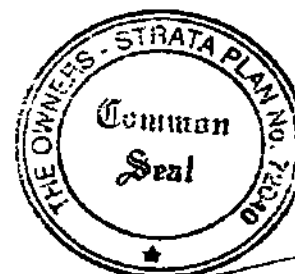
Certificate of Owners Corporation

The Owners – Strata Plan No. 72040 certifies that on 15 November 2012 it passed a special resolution accepting an:

Amendment to the Strata Management Statement filed with SP 72040 pursuant to Section 28V(1)(a) of the *Strata Schemes (Freehold Development) Act 1973*

The Common Seal of the Owners S.P. 72040 was hereunto affixed on 1 May 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45



Signature of witness: 

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

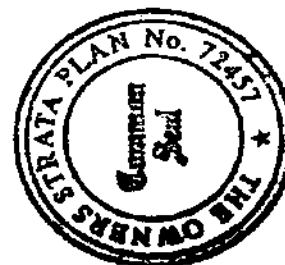
Approved Form 8

Certificate of Owners Corporation

The Owners – Strata Plan No. 72457 certifies that on 19 November 2012 it passed a special resolution accepting an:

Amendment to the Strata Management Statement filed with SP 72040 pursuant to Section 28V(1)(a) of the *Strata Schemes (Freehold Development) Act 1973*

The Common Seal of the Owners S.P. 72457 was hereunto affixed on 1 May 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

Signature of witness: 

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

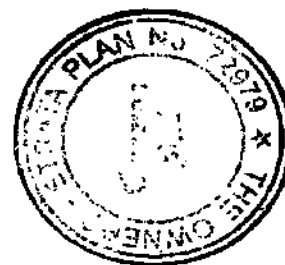
Approved Form 8

Certificate of Owners Corporation


The Owners – Strata Plan No. 72979 certifies that on 12 December 2012 it passed a special resolution accepting an:

Amendment to the Strata Management Statement filed with SP 72040 pursuant to Section 28V(1)(a) of the *Strata Schemes (Freehold Development) Act 1973*

The Common Seal of the Owners S.P. 72979 was hereunto affixed on 1 May 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

Signature of witness: 

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

Approved Form 8

Certificate of Owners Corporation

The Owners – Strata Plan No. 73633 certifies that on 19 November 2012 it passed a special resolution accepting an:

Amendment to the Strata Management Statement filed with SP 72040 pursuant to Section 28V(1)(a) of the *Strata Schemes (Freehold Development) Act 1973*

The Common Seal of the Owners S.P. 73633 was hereunto affixed on 1 May 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45

Signature of witness:

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

Approved Form 8

Certificate of Owners Corporation

The Owners – Strata Plan No. 84303 certifies that on 03 December 2012 it passed a special resolution accepting an:

Amendment to the Strata Management Statement filed with SP 72040 pursuant to Section 28V(1)(a) of the *Strata Schemes (Freehold Development) Act 1973*

The Common Seal of the Owners S.P. 84303 was hereunto affixed on 1 May 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

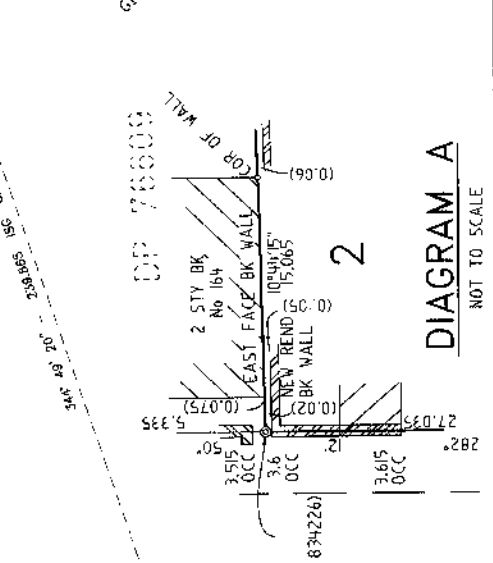
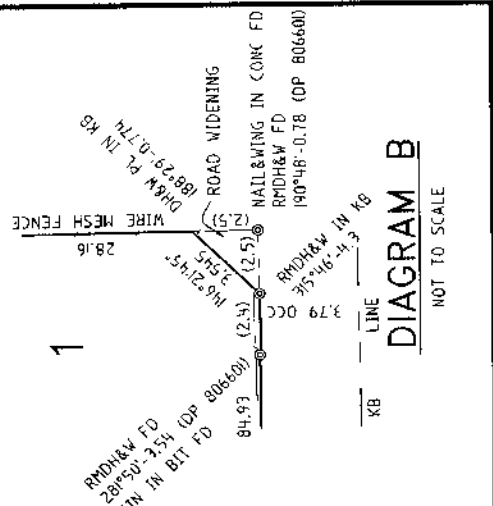
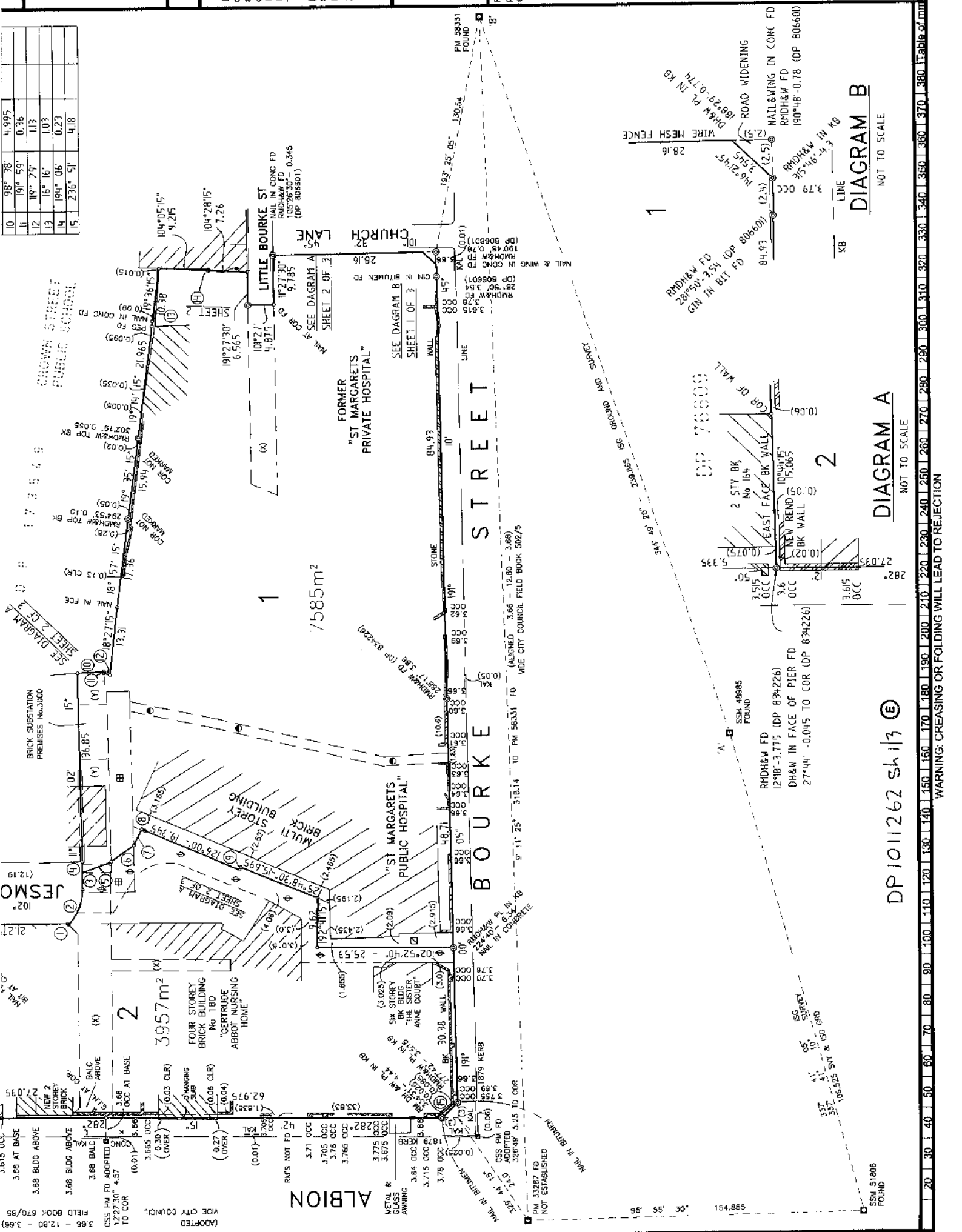
SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45



Signature of witness:

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

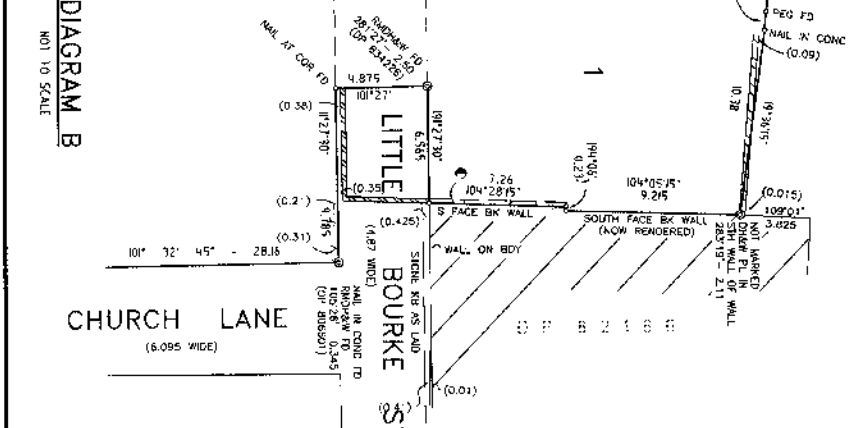
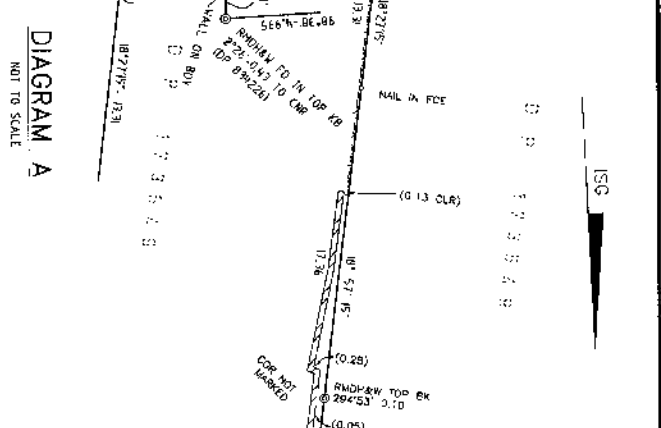
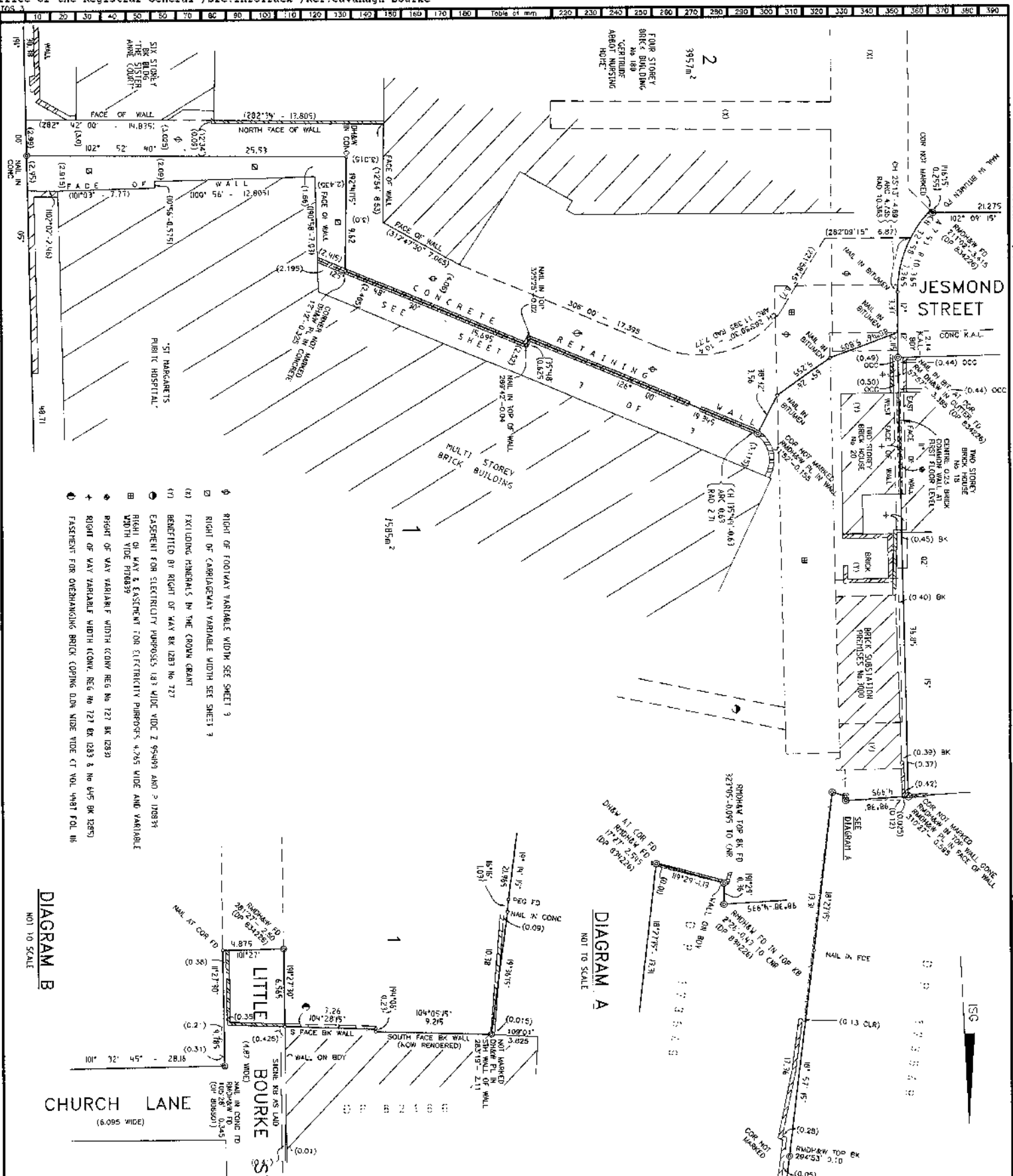
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L.G.	11	191° 59'	0.36
Lock	12	19° 29'	1.13
Paint	13	16° 16'	1.03
Colour	14	194° 06'	0.23
	15	236° 51'	4.18



DP 1011262 sheet E

20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- φ RIGHT OF FOOTWAY VARIABLE WIDTH SEE SHEET 3
- RIGHT OF CARRIAGEWAY VARIABLE WIDTH SEE SHEET 3
- ⊞ EXCLUDING MATERIALS IN THE CROWN GRANT
- (1) BENEFITED BY RIGHT OF WAY BK 1283 NO 727
- (2) EASEMENT FOR ELECTRICITY PURPOSES 183 VIDE VDC Z 95489 AND Z 10833
- (3) RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES 4265 WIDE AND VARIABLE WIDTH VIDE P10839
- (4) RIGHT OF WAY VARIABLE WIDTH (CONV REG NO 727 BK 1283)
- (5) RIGHT OF WAY VARIABLE WIDTH (CONV REG NO 727 BK 1283 & NO 645 BK 1285)
- (6) EASEMENT FOR OVERHANGING BRICK COPING DUN WIDE VIDE CT VOL 4987 FOL 116

Plan Drawing only to appear in this space

Registered: 10.3.2000

This is sheet 2 of my plan in 3 sheets, dated 8th May 1998.

Signature: *[Handwritten Signature]*
 I declare that the information contained in this plan is true and correct to the best of my knowledge and belief.

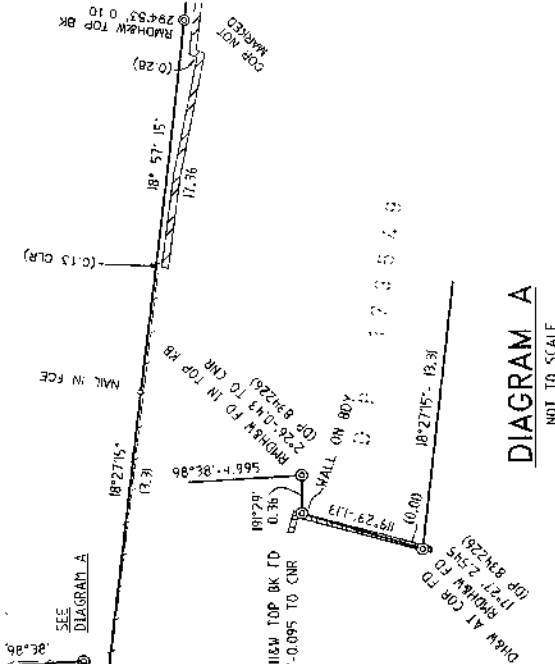


DIAGRAM A
NOT TO SCALE

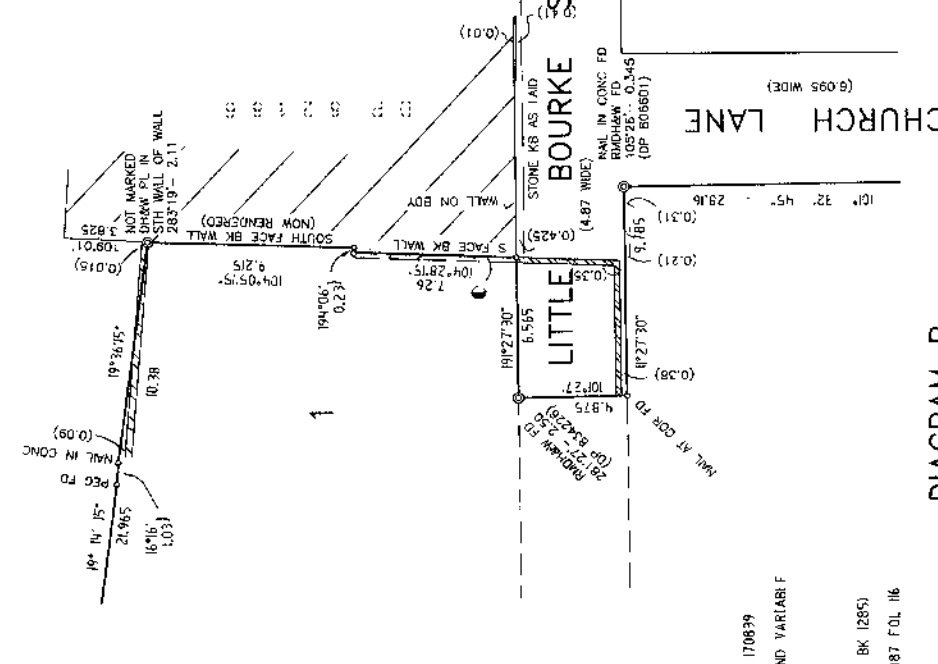
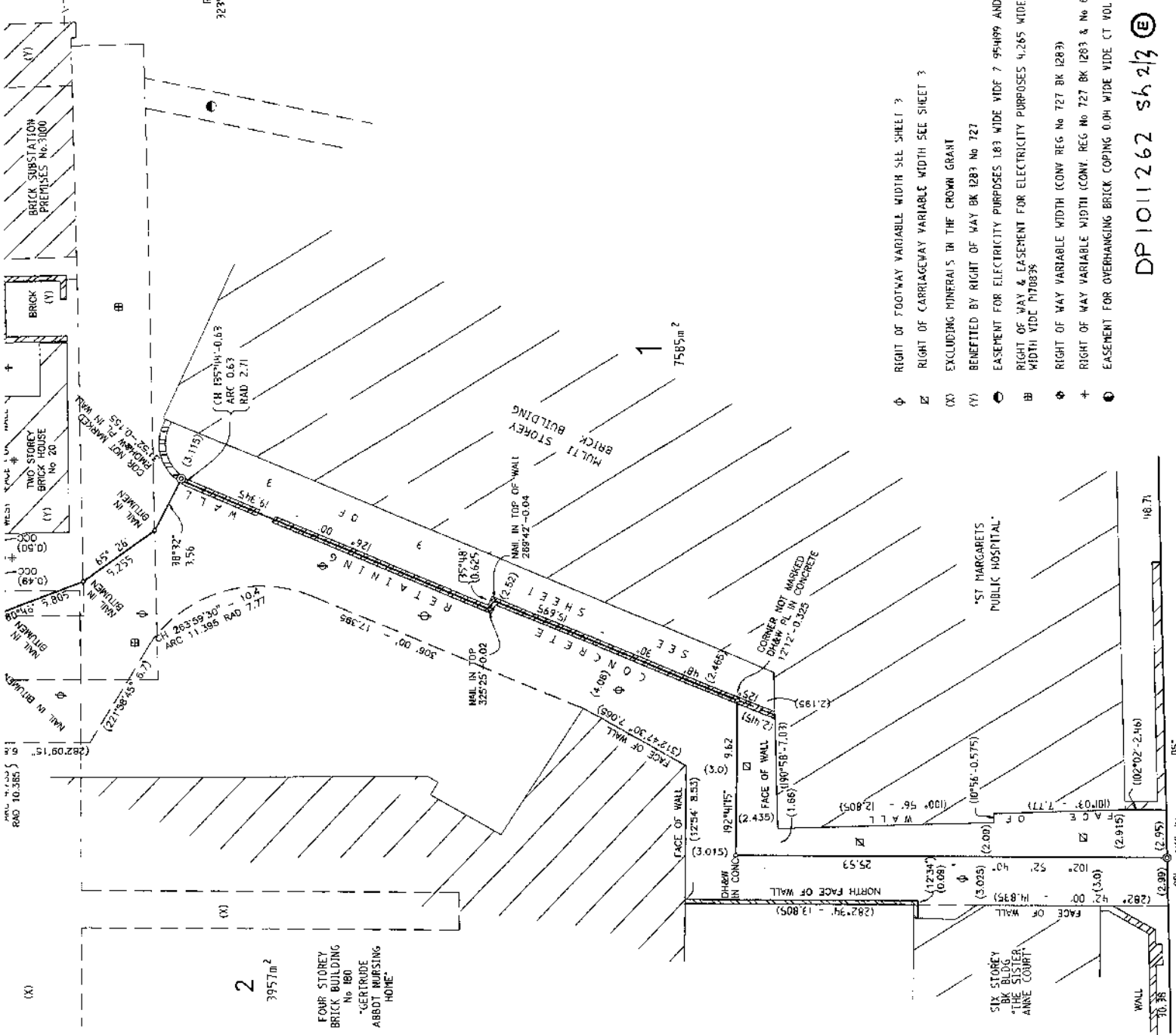


DIAGRAM B
NOT TO SCALE



- φ RIGHT OF FOOTWAY VARIABLE WIDTH SEE SHEET 3
- ∩ RIGHT OF CARRIAGEWAY VARIABLE WIDTH SEE SHEET 3
- (X) EXCLUDING MINERALS IN THE CROWN GRANT
- (Y) BENEFITED BY RIGHT OF WAY BK 1283 No 727
- EASEMENT FOR ELECTRICITY PURPOSES 1.83 WIDE VIDE 7 954899 AND P 170839
- ⊕ RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES 4.265 WIDE AND VARIABLE WIDTH VIDE 170839
- ⊕ RIGHT OF WAY VARIABLE WIDTH (CONV REG No 727 BK 1283)
- + RIGHT OF WAY VARIABLE WIDTH (CONV REG No 727 BK 1283 & No 645 BK 1285)
- EASEMENT FOR OVERHANGING BRICK COPING 0.04 WIDE VIDE CT VOL 4487 FOL 116

DP 1011262 sh 2/3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 1011262 s4 z13 E

To be used in conjunction with Plan Form 2

PLAN FORM 2

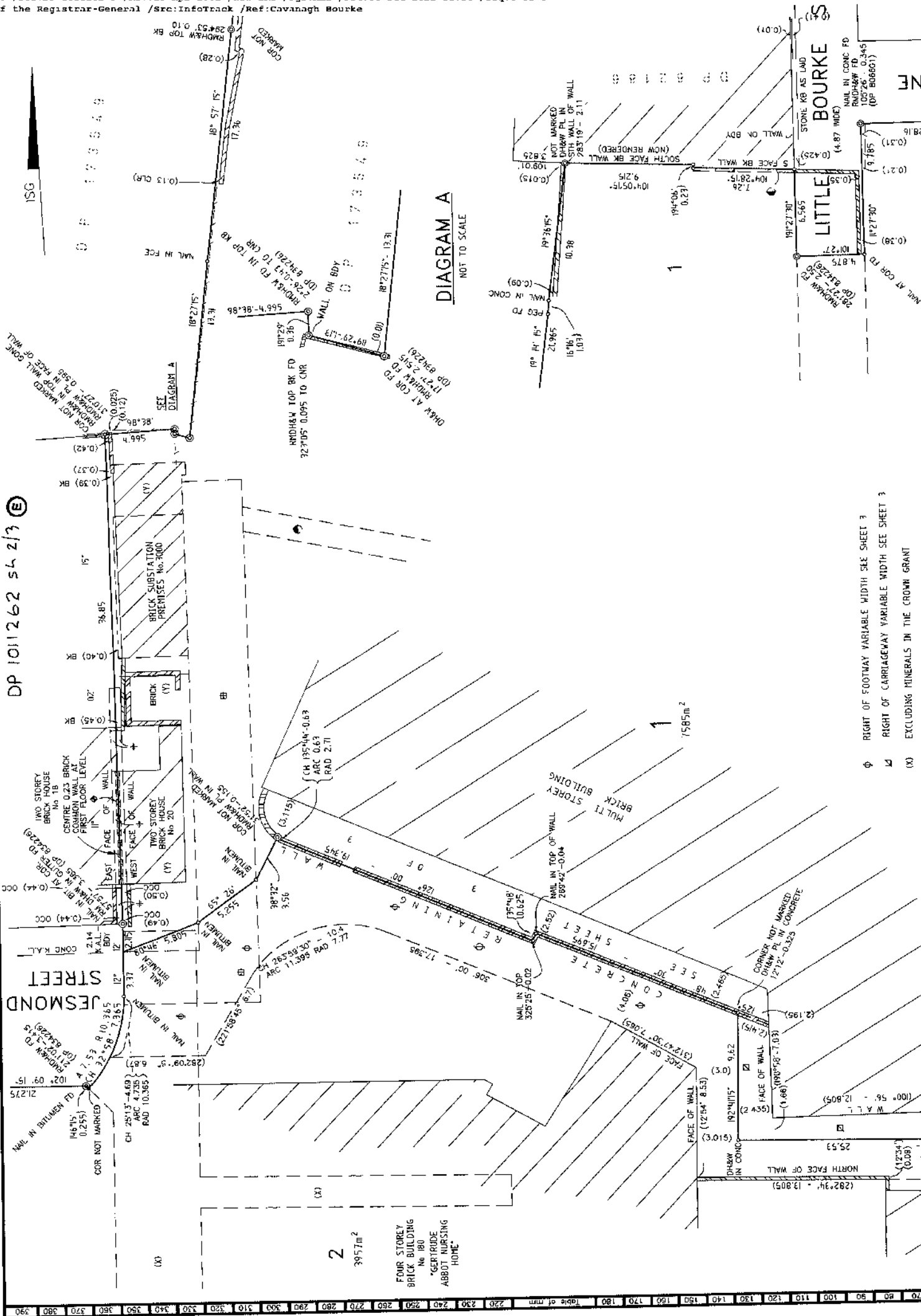


DIAGRAM A
NOT TO SCALE

2
395.7m²

FOUR STOREY
BRICK BUILDING
No 180
*GERTRUDE
ABBOT NURSING
HOME*

- φ RIGHT OF FOOTWAY VARIABLE WIDTH SEE SHEET 3
- ▣ RIGHT OF CARRIAGEWAY VARIABLE WIDTH SEE SHEET 3
- (X) EXCLUDING MINERALS IN THE CROWN GRANT

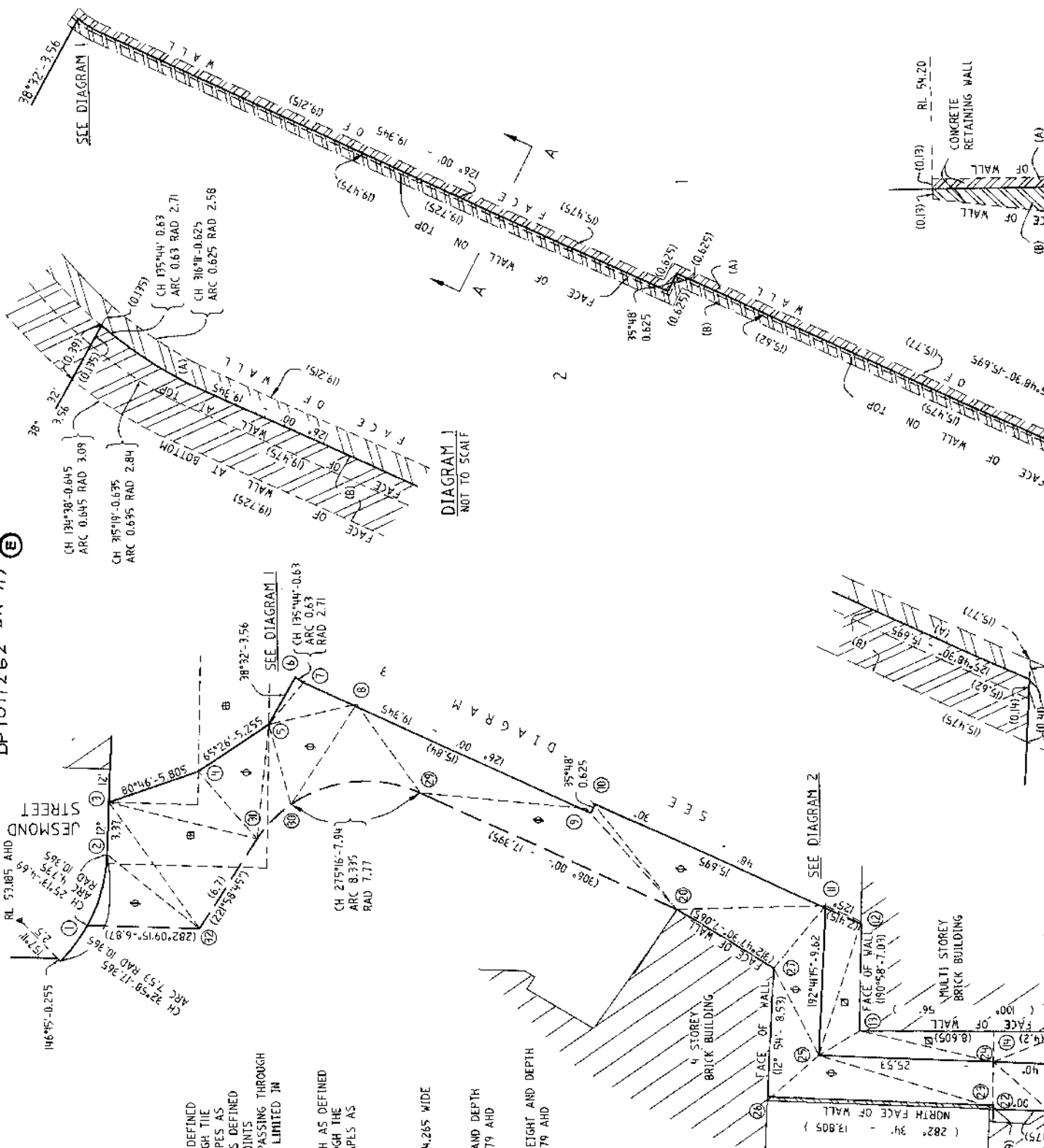
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----	----	----	----	----	----	----	---	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 1011262 s/h 3/17

E

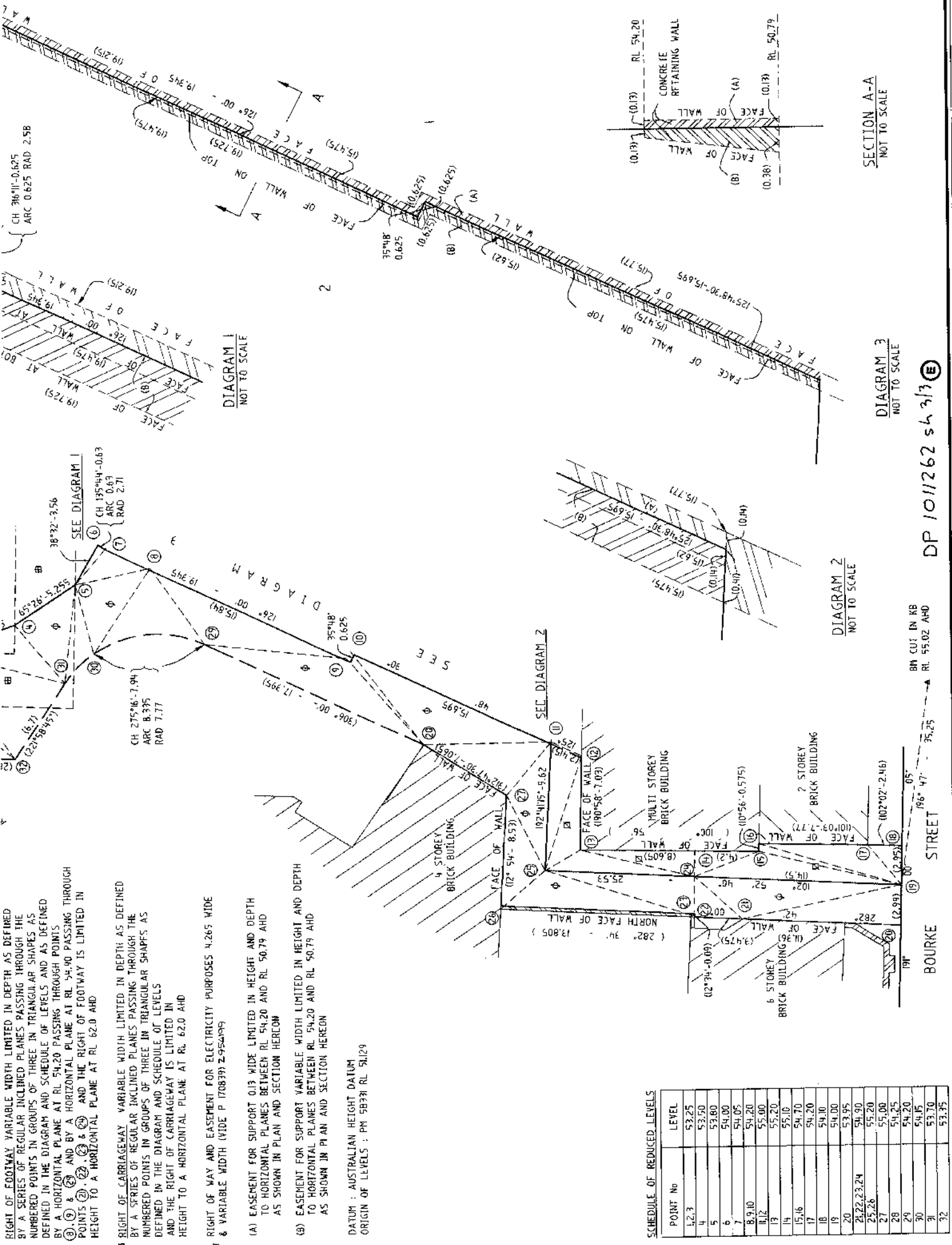
PLAN FORM 3 (APPROVED FORMS) To be used in conjunction with Plan Form 2



- NOTES:
- 1. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN DEPTH AS DEFINED BY A SERIES OF REGULAR INCLINED PLANES PASSING THROUGH THE NUMBERED POINTS IN GROUPS OF THREE IN TRIANGULAR SHAPES AS DEFINED IN THE DIAGRAM AND SCHEDULE OF LEVELS AND AS DEFINED BY A HORIZONTAL PLANE AT RL 54.20 PASSING THROUGH POINTS 2, 3 & 4 AND BY A HORIZONTAL PLANE AT RL 54.90 PASSING THROUGH POINTS 5, 6 & 7 AND THE RIGHT OF FOOTWAY IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 62.0 AND
 - 2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH AS DEFINED BY A SERIES OF REGULAR INCLINED PLANES PASSING THROUGH THE NUMBERED POINTS IN GROUPS OF THREE IN TRIANGULAR SHAPES AS DEFINED IN THE DIAGRAM AND SCHEDULE OF LEVELS AND THE RIGHT OF CARRIAGEWAY IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 62.0 AND
 - 3. RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 4.265 WIDE & VARIABLE WIDTH (WIDE P 170839) 2.95m deep
 - 4. (A) EASEMENT FOR SUPPORT 0.13 WIDE LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES BETWEEN RL 54.20 AND RL 50.79 AND AS SHOWN IN PLAN AND SECTION HEREON
 - 5. (B) EASEMENT FOR SUPPORT VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES BETWEEN RL 54.20 AND RL 50.79 AND AS SHOWN IN PLAN AND SECTION HEREON
- DATUM : AUSTRALIAN HEIGHT DATUM
 ORIGIN OF LEVELS : PM 58331 RL 51129

SCHEDULE OF REDUCED LEVELS

POINT No	LEVEL
1,2,3	53.25
4	53.50
5	53.80
6	54.00
7	54.05



Φ RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN DEPTH AS DEFINED BY A SERIES OF REGULAR INCLINED PLANES PASSING THROUGH THE NUMBERED POINTS IN GROUPS OF THREE IN TRIANGULAR SHAPES AS DEFINED IN THE DIAGRAM AND SCHEDULE OF LEVELS AND AS DEFINED BY A HORIZONTAL PLANE AT RL 54.20 PASSING THROUGH POINTS ②, ③ & ④ AND BY A HORIZONTAL PLANE AT RL 54.90 PASSING THROUGH POINTS ⑤, ⑥, ⑦ & ⑧ AND THE RIGHT OF FOOTWAY IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 62.0 AHD

⊠ RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH AS DEFINED BY A SERIES OF REGULAR INCLINED PLANES PASSING THROUGH THE NUMBERED POINTS IN GROUPS OF THREE IN TRIANGULAR SHAPES AS DEFINED IN THE DIAGRAM AND SCHEDULE OF LEVELS AND THE RIGHT OF CARRIAGEWAY IS LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 62.0 AHD

⊞ RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 4.265 WIDE & VARIABLE WIDTH (WIDE P 170839) 2-954099

(A) EASEMENT FOR SUPPORT 0.13 WIDE LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES BETWEEN RL 54.20 AND RL 50.79 AHD AS SHOWN IN PLAN AND SECTION HEREON

(B) EASEMENT FOR SUPPORT VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES BETWEEN RL 54.20 AND RL 50.79 AHD AS SHOWN IN PLAN AND SECTION HEREON

DATUM : AUSTRALIAN HEIGHT DATUM
 ORIGIN OF LEVELS : PM 583781 RL 51.20

SCHEDULE OF REDUCED LEVELS

POINT No	LEVEL
1,2,3	53.25
4	53.50
5	53.60
6	54.00
7	54.05
8,9,10	54.20
11,12	55.00
13	55.20
14	55.10
15,16	54.70
17	54.20
18	54.10
19	54.00
20	53.95
21,22,23,24	54.90
25,26	55.20
27	55.00
28	54.25
29	54.20
30	54.15
31	53.70
32	53.95

BURKE STREET
 196° 47' 35.25"
 RL 55.02 AHD

DP 1011262 s43/3 (E)

Plan Drawing only to appear in this space

DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
NOT TO SCALE

DIAGRAM 3
NOT TO SCALE

SECTION A-A
NOT TO SCALE

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 1 of 5 Sheets

DP1011262

PART 1

Plan of Subdivision of Lot 1 DP834226
covered by Council Clerk's Certificate
No. 23 of 2000

**Full name and address of the
proprietor of the land:-**

TRUSTEES OF THE SISTERS OF
SAINT JOSEPH
11 Mount Street, North Sydney

1. Identity of easement firstly referred to in the abovementioned plan: Right of Footway variable width

Schedule of Lots etc. affected

Lot Burdened
2

Lot Benefited
1

2. Identity of easement secondly referred to in the abovementioned plan: Right of Carriageway variable width

Schedule of Lots etc. affected

Lot Burdened
1

Lot Benefited
2

3. Identity of easement thirdly referred to in the abovementioned plan: Easement for Support 0.13 wide

Schedule of Lots etc. affected

Lot Burdened
1

Lot Benefited
2

A. Fagan
M. Campbell
J. M. B. Smith
SAC/831472/1.DOC

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 2 of 5 Sheets

DP1011262

Plan of Subdivision of Lot 1 DP834226
covered by Council Clerk's Certificate
No. 23 of 2000

4. Identity of easement fourthly referred to in the abovementioned plan: Easement for Support variable width

Schedule of Lots etc. affected

Lot Burdened
2

Lot Benefited
1

PART 2

Terms of easement for support thirdly and fourthly referred to in the abovementioned plan:-

Definitions

In this part:-

"The proprietor of the lot benefited", means and includes every person who is at any time entitled to an estate or interest including without limitation any freehold or leasehold estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment.

"The proprietor of the lot burdened", means and includes every person who is at any time entitled to an estate or interest including without limitation any freehold or leasehold estate or interest in possession in the lot burdened or any part thereof to which the right shall be subject.

Full free and unimpeded right for every person who is at any time entitled to an estate or interest including, without limitation, any freehold or leasehold estate or interest in possession in the lot benefited or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him from time to time and at all times for any building, structure, support, pillars, footing, beams, columns, slabs

A Fargues
MPC Campbell
J. Bennett
SGR/831472_1.DOC

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 3 of 5 Sheets

DP1011262

Plan of Subdivision of Lot 1 DP834226
covered by Council Clerk's Certificate
No. 23 of 2000

and walls or any part thereof ("the structures") now or hereafter to be erected, placed or allowed to remain upon the lot benefited or any part thereof to be supported vertically, horizontally or in any other plane by the lot burdened the soil of the lot burdened or any part thereof and by all pillars, footings, beams, columns, slabs and walls wherever standing for the time being upon, above or across such soil of the lot burdened or any part thereof PROVIDED THAT the proprietor of the lot burdened is nevertheless able to use such part of that lot as is burdened for any purpose permitted by law from time to time not inconsistent with the rights hereby conferred TOGETHER WITH access to the lot burdened for the purposes set out in this easement BUT UPON AND SUBJECT TO THE FOLLOWING CONDITIONS which conditions shall also constitute and be covenants and agreements by and between the proprietor of the lot benefited and the proprietor of the lot burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements shall pass with the benefit and burden of this easement:

- (1) The proprietor of the lot benefited shall have the right for every person who is at any time entitled to an estate or interest in possession of such lot benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him including the duly authorised employees or representatives of the proprietor of the lot benefited and the duly authorised employees of any maintenance contractor engaged by such proprietor (all of whom are hereinafter called "an authorised user") with any tools, implements or machinery necessary for the purposes to enter upon and within that part of the lot burdened as may be reasonably necessary from time to time and to remain there for any reasonable time for the purpose of constructing, inspecting, repairing, maintaining or renewing the structures ("the work").
- (2) The proprietor of the lot benefited and any person authorised by him shall take all reasonable precautions to ensure as little disturbance or damage as possible to the lot burdened and will as soon as reasonably possible restore the lot burdened as nearly as practicable to its original condition and the proprietor of the lot benefited and every person authorised by him shall exercise the rights hereby granted so as not to interfere unduly or unreasonably with the rights of the proprietor of the lot burdened.

A. Farnham
M. P. Campbell
J. Barnard

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 4 of 5 Sheets

Plan of Subdivision of Lot 1 DP834226
covered by Council Clerk's Certificate
No. 23 of 2000

DP1011262

- (3) Before any authorised user may exercise the right hereby granted the proprietor of the lot benefited or his nominee shall first give a reasonable period of notice to the proprietor of the lot burdened or its nominees of the intended exercise of such right and indicating generally the identity of the authorised users.
- (4) Any authorised user shall at all times while upon the lot burdened identify himself upon demand by the proprietor of the lot burdened or his nominees.
- (5) (a) An authorised user entering upon the lot burdened pursuant to the rights granted by this easement shall do so at his or her own risk and the proprietor of the lot benefited hereby releases the proprietor of the lot burdened and its contractors and employees from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death of or injury to any person entering upon the lot burdened in pursuance of the rights hereby granted other than as may be caused or contributed to by the wilful or negligent act or omission of the proprietor of the lot burdened, its contractors or employees; and
- (b) The proprietor of the lot benefited shall indemnify and keep indemnified the proprietor of the lot burdened and its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the proprietor of the lot burdened or for which the proprietor of the lot burdened or its contractors or employees may become liable in respect of or arising from the negligent or careless use, misuse, waste or abuse by the proprietor of the lot benefited or any contractor, subcontractor or employee of the proprietor of the lot benefited or any person authorised by him or them or any authorised user arising out of the work or arising from any loss, damage, death or injury from any cause whatsoever to the lot burdened or to any property or person within or without the lot burdened, occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the proprietor of the lot benefited, any contractor, subcontractor or employee of the proprietor of the lot benefited, any person authorised

A. Campbell
M. Campbell
J. Campbell
SGR/831472_1.DOC

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres

Sheet 5 of 5 Sheets

Plan of Subdivision of Lot 1 DP834226
covered by Council Clerk's Certificate
No. 23 of 2000

DP1011262

by him, any person user or any other person upon the lot burdened in
pursuance of the rights hereby granted.

THE COMMON SEAL of the Body Corporate called)
TRUSTEES OF THE SISTERS OF SAINT JOSEPH)
was hereunto affixed in the presence of the Provincial)
and two other Members of the Body Corporate all of)
whose signatures are hereto affixed:-)



A Farquhar
.....
PROVINCIAL

M. Campbell
.....
MEMBER

J. Baird
.....
MEMBER



Licence: 98M111
Edition: 9909

IKANSFER
INCLUDING COVE
New South Wales
Real Property Act 19

6660408E



only
ere:

STAMP DUTY

Office of State Revenue use only	NEW SOUTH WALES DUTY 21-03-2000 0000261742-001 SECTION 18(2) DUTY \$ *****2.00
----------------------------------	---

(A) **TORRENS TITLE**

If appropriate, specify the part or share transferred
F/I 1/1011262

(B) **LODGED BY**

LTO Box <i>435L</i>	Name and address of Lodger baron associates SOLICITORS • ATTORNEYS LEVEL 6 135 KING STREET SYDNEY NSW 2000 AUSTRALIA DX 755 SYDNEY email gil@baron.com.au Reference (optional) 21 9232 3133 fax (61 2) 9233 600	CODE T
------------------------	--	------------------

(C) **TRANSFEROR**

TRUSTEES OF THE SISTERS OF SAINT JOSEPH

(D) The transferor acknowledges receipt of the consideration of \$22000000.00 and as regards the land specified above transfers to the transferee an estate in fee simple

(E) and the transferee/transferor covenants with the transferor/transferee as fully set out in schedule 1 hereto.

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

(G) **TRANSFEE**

ZONE DEVELOPMENTS PTY LTD A.C.N. 091 586 560

TENANCY:

(I) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE:

Signed in my presence by the transferor who is personally known to me
 THE COMMON SEAL of the Body Corporate called **TRUSTEES OF THE SISTERS OF SAINT JOSEPH** was hereunto affixed in pursuance of a Resolution passed at a meeting of the said Body Corporate in the presence of the Provincial a Member of the said Body Corporate and of two other Members of the said Body Corporate all of whose signatures are hereto affixed:-
 Address of witness:

A Farquhar
Provincial
Signed in my presence by the transferee who is personally known to me.

M. Campbell
Member

K. D. Caplan
Member

B. O'Sullivan
Signature of witness:
BERNADETTE O'SULLIVAN
Name of witness:

Signature of transferee:
W. Bar
Solicitor for Transferee
GIL BARON

Address of witness:
*9 MOUNT ST
NORTH SYDNEY*

(J) SCHEDULE 1 TO TRANSFER: TRANSFEREE'S/TRANSFEROR'S COVENANT

(K) Dated:

From: TRUSTEES OF THE SISTERS OF SAINT JOSEPH

To: ZONE DEVELOPMENTS PTY LTD A.C.N. 091 586 560

(L) Land benefited by covenant: Lot 2 DP1011262

Land burdened by covenant: Lot 1 DP1011262

(M) Terms of the covenant:

The transferor grants that, for the benefit of any adjoining lot owned by Trustees of the Sisters of Saint Joseph (the Sisters) during the ownership thereof by the Sisters, their successors and assigns, other than purchasers on sale, no fence shall be erected on the lot burdened to divide the same from such adjoining lot without the consent of the Sisters, but such consent shall not be withheld if such fence is erected without expense to the Sisters and in favour of any person dealing with the Sisters, such consent shall be deemed to have been given in respect of every such fence for the time being erected.

For the purposes of Section 88 of the Conveyancing Act:

- (a) The land the burden of this covenant if the land hereby transferrred.
- (b) The land that has the benefit of this covenant is Lot 2 in DP1011262.
- (c) The person having the right to release vary or modify this covenant is Trustees of the Sisters of Saint Joseph.

THE COMMON SEAL of the Body Corporate called TRUSTEES OF THE SISTERS OF SAINT JOSEPH was hereunto affixed in pursuance of a Resolution passed at a meeting of the said Body Corporate in the presence of the Provincial a Member of the said Body Corporate and of two other Members of the said Body Corporate all of whose signatures are hereto affixed:-



A Farquhar
Provincial

M.P. Campbell
Member

R. J. Capper
Member

(N) Signature of witness:

B. O' Sullivan
Signature of witness:

Signature of transferor:

Signature of transferee:
Solicitor for

Gil Baron

Transferee:
GIL BARON

**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**

Sheet 1 of 7 sheets

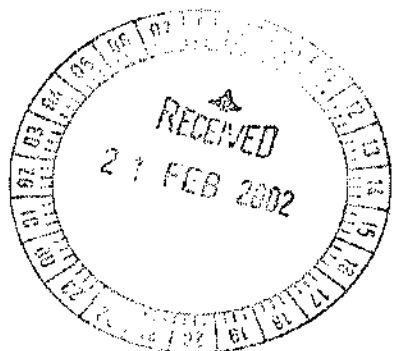
Plan

Plan of Easement over Lot 2 in DP1011262

DP1039562

'ART 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	Easement for light and air variable width	Lot 2 in DP 1011262	Lot 1 in DP 1011262



*Gloria Farquhar RST
Neil Campbell
Bob Sullivan*

Charles G. G. G.

[Handwritten signature]

**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**

Sheet 2 of 7 sheets

DP1039562

Plan of Easement over Lot 2 in DP1011262

PART 1A (RELEASE)

Number of item shown in the intention panel of the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Part of Right of Footway Variable Width Vide DP1011262 as marked for release	Lot 2 in DP 1011262	Lot 1 in DP 1011262

Cavanagh Bourke RST
John Plampinelli
D. O'Connell

Anthony G. G. G.
[Signature]

**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**

Sheet 3 of 7 sheets

DP1039562

Plan of Easement over Lot 2 in DP1011262

PART 2 (TERMS)

1 Dictionary

Words in italics are defined terms. Defined terms in any form mean:

<i>authorised user</i>	every person authorised by the <i>grantee</i> for the purposes of an easement created by this instrument. Subject to the terms of an easement, an <i>authorised user</i> includes, without limitation, the tenants, employees, agents, contractors and licensees of the <i>grantee</i> .
<i>easement site</i>	in relation to an easement in this instrument, means: (a) the site of the easement identified on the <i>plan</i> ; and (b) all items within the site of an easement identified on the <i>plan</i> which are the subject of the easement.
<i>government agency</i>	means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.
<i>grantee</i>	the owner of a <i>lot benefited</i> .
<i>grantor</i>	the owner of a <i>lot burdened</i> .
<i>lot benefited</i>	a lot benefited by an easement in this instrument.
<i>lot burdened</i>	a lot burdened by an easement in this instrument.
<i>plan</i>	the compiled plan for easements only derived from DP1011262 to which this instrument relates.

2 Easements are covenants and agreements between grantees and grantors

The conditions, covenants and restrictions (including in this clause 2 and clause 3) in the easement 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

Cavanagh Bourke RS 7

M. J. Campbell

B. C. [Signature]

Stratum plan easement instrument for St Margaret's

[Signature]

[Signature]

[Signature]

© Mallesons Stephen Jaques 2001

[Signature]

DP1039562

Plan of Easement over Lot 2 in DP1011262

- (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 extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the easement.

3 Complying with this instrument

- 3.1 Each *grantee* and *grantor* must, as appropriate, comply with the terms of the easement in this instrument.
- 3.2 Each *grantor* must use reasonable endeavours to ensure that its *authorised users* comply with the terms of the instrument when they exercise their rights or comply with their obligations under the instrument.

4 Terms of easement for light and air numbered 1 in the plan

- 4.1 The *grantor* grants the *grantee* and *authorised users* the full free and unimpeded right to:
- (a) the uninterrupted access and enjoyment of light across the *easement site* to the windows and doors existing from time to time situated on the southern and south-western sides of the multi-storied brick building erected on the *lot benefited*; and
- (b) the free passage of air and ventilation through the *easement site*.
- 4.2 The *easement site* is limited in depth to the concrete surface at ground level which is also defined by a series of regular triangular inclined planes through the numbered points described in Deposited Plan 1011262 (as shown in the table on the *plan*) and depicted within the *easement site* (depth limitation) and is unlimited in height.
- 4.3 The *grantor* must not:
- (a) erect (or permit, suffer or allow to be erected) any part of a building, structure or erection within the *easement site*; or
- (b) use or occupy the *easement site* for any purpose (or permit, suffer or allow to be used or occupied for any purpose) which in the opinion of the *grantee* would limit or obstruct the right referred to in clause 4.1; or
- (c) do (or permit, suffer or allow to be done) anything which in the opinion of the *grantee* would limit or obstruct the right referred to in clause 4.1.
- 4.4 Nothing in this easement confers upon the *lot benefited* a right exclusively to possess the *easement site* or even to share exclusive possession of the *easement site* with the owner of the *lot burdened*.
- 4.5 If any of the rights, prohibitions or restrictions contained in this easement is judged to be unenforceable or go beyond what is reasonable but would be judged to be enforceable or

Cavanagh Bourke RST
A. J. Cavanagh

Stratum plan easement instrument for St Margaret's

© Maitlesons Stephen Jaques 2001

DP1039562

Plan of Easement over Lot 2 in DP1011262

reasonable if amendments were made to the terms of this easement, then the terms of the easement are amended by the minimum amount necessary to enable the terms to be enforceable or reasonable.

4.6 The *grantee* has the right to:

- (a) release this easement; or
- (b) vary or modify this easement in any manner which is to the benefit of the *grantor*,

without obtaining any other consents. If the *grantee* decides to release, vary or modify this easement in accordance with this clause, the *grantor* must do anything required by the *grantee* to enable that release, variation or modification to be implemented.

Cavanagh Bourke RST
Mel Campbell
B. O'Connell

J. Maguire
H. Maguire

**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**

Sheet 6 of 7 sheets

DP1039562

Plan of Easement over Lot 2 in DP1011262

EXECUTION

THE COMMON SEAL of the Body)
Corporate called TRUSTEES OF)
THE SISTERS OF SAINT)
JOSEPH is duly affixed in the)
presence of the Provincial and two)
other members of the Body Corporate)
all of whose signatures are hereto)
affixed:

G.P.
Giovanni Falguer ST.
Signature of Provincial

GIOVANNI FALGUER
Name of Provincial (block letters)

M. Campbell
Signature of Member

MOYA CAMPBELL
Name of Member (block letters)

B. O'Sullivan
Signature of Member

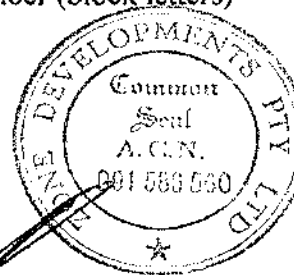
BERNADETTE O'SULLIVAN
Name of Member (block letters)

THE COMMON SEAL of ZONE)
DEVELOPMENTS PTY)
LIMITED is duly affixed by)
authority of its directors in the)
presence of:

I. Magid
Signature of authorised person

DIRECTOR
Office held

ISADOR ALEXANDER MAGID
Name of authorised person (block letters)



[Signature]
Signature of authorised person

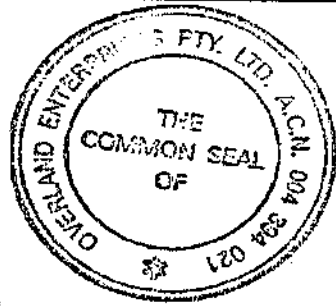
DIRECTOR
Office held

STEPHEN LESLIE ADRIAN
Name of authorised person (block letters)

DP1039562

Plan of Easement over Lot 2 in DP1011262

THE COMMON SEAL of)
OVERLAND ENTERPRISES PTY)
LIMITED is duly affixed by)
authority of its directors in the)
presence of:)



[Handwritten Signature]
Signature of authorised person

[Handwritten Signature]
Signature of authorised person

MANAGING DIRECTOR
Office held

SECRETARY
Office held

ISAAC ALEXANDER MAGID
Name of authorised person (block letters)

GARY MAXWELL HARPER
Name of authorised person (block letters)



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

Sheet 1 of 5 sheets

DP1066810

Plan for Easement Purposes over Lots 1 and 2 in DP1011262

Full name and address of the owners of the land:

Zone Developments Pty Limited ABN 15 091
 586 560 of C/- Summit Projects Australia, Level 7, 16 O'Connell Street, SYDNEY NSW 2000
 (as to Lot 1 in DP1011262)

Trustees of the Sisters of Saint Joseph NSW of 5 Alexandra Avenue, Croydon NSW 2132 (as to Lot 2 in DP1011262)

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	Right of Footway variable width (W)	Lot 2	Lot 1

PART 1A (RELEASE)

Number of item shown in the intention panel of the plan	Identity of easement or profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Footway Variable Width Vide DP1011262	Lot 2	Lot 1
2	Part of Right of Carriageway Variable Width Vide DP1011262 as marked (Z) for release	Lot 1	Lot 2

PART 2 (TERMS)

1 Dictionary

Words in *italics* are defined terms. Defined terms in any form mean:

Alan *[Signature]* *[Signature]* *[Signature]* *[Signature]* *[Signature]*

DP1066810

Plan for Easement Purposes over Lots 1 and 2
in DP1011262

- authorised user* every person authorised by the *grantee* for the purposes of an easement created by this instrument. Subject to the terms of an easement, an *authorised user* includes, without limitation, the tenants, employees, agents, contractors and licensees of the *grantee*.
- easement site* in relation to an easement in this instrument, means:
- (a) the site of the easement identified on the *plan*; and
 - (b) all items within the site of an easement identified on the *plan* which are the subject of the easement.
- grantee* means (from time to time) the owner of an estate in fee simple or mortgagee in possession of the *lot benefited*.
- grantor* the owner of an estate in fee simple of the *lot burdened*.
- lot benefited* a lot benefited by an easement in this instrument.
- lot burdened* a lot burdened by an easement in this instrument.

2 Right of Footway Variable Width (W) numbered 1 on the plan

2.1 Full and free right for the *grantee* or its *authorised users* to go, pass and repass at all times and for all purposes:

- (a) on foot and bicycles (and not using rollerblades, skateboards, scooters or similar items or equipment);
- (b) by emergency vehicles over any trafficable surfaces;
- (c) with wheelchairs or other disabled access aids; and
- (d) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired).

2.2 The *grantee* will at all times remain responsible for the continued maintenance and repair of the *easement site* and must;

- (a) keep the *easement site* in a clean, tidy and safe condition and in good repair, including providing for adequate lighting at all times;
- (b) (if damage occurs to the *easement site*) restore of the *easement site* to a condition as near as practicable to the condition it was in before the damage occurred where the damage is not in respect of or arising from the negligent or careless use, misuse, waste or abuse by the *grantor* or the *grantor's* contractors or employees; and

Alan *J. M. J.* *Quach* *Simon* *Baldwin* *Colleen Keeble* *W. J. Burke*

DP1066810

Plan for Easement Purposes over Lots 1 and 2
in DP1011262

- (c) make good any collateral damage,
at the *grantee's* cost (except to the extent that any damage is attributable to the *grantor* or the *grantor's* contractors or employees.)
- 2.3 The *grantee* shall indemnify and keep indemnified the *grantor* from and against all actions, claims, damages, losses, costs and expenses incurred by the *grantor* or for which the *grantor* may become liable in respect of or arising from:
- (a) the negligent or careless use, misuse, waste or abuse by the *grantee* or its *authorised users* arising from their use and enjoyment of the *easement site*; or
- (b) any loss, damage, death or injury from any cause whatsoever to the *easement site* or to any property or person on the *easement site* occasioned or contributed to by any act, omission, neglect, breach of the conditions of this easement or default of the *grantee* or its *authorised user* or any other person upon the *easement site* in pursuance of the rights granted under this easement.
- 2.4 Each *grantee* and *grantor* must, as appropriate:
- (a) comply with the terms of this easement in this easement; and
- (b) use reasonable endeavours to ensure that its authorised users comply with the terms of the instrument when they exercise their rights or comply with their obligations under this easement.
- 2.5 The *grantee* must effect public liability insurance in the amount of not less than \$5 million in relation to the *easement site* to cover the risk and liabilities of the *grantee* under this easement.
- 2.6 The *grantee* and *grantor* intend that the benefit and burden of the covenants and agreements in this easement are annexed to and pass with the title to the *lot benefited* and *lot burdened* as applicable.

Nolan *John* *X* *Quinn* *Al Baldwin* *Shane* *Malleon* *Keble* *Li* *White*

DP1066810

Plan for Easement Purposes over Lots 1 and 2 in
DP1011262

EXECUTION

THE COMMON SEAL of the Body)
Corporate called **TRUSTEES OF**)
THE SISTERS OF SAINT)
JOSEPH NSW is duly affixed in the)
presence of the Provincial and two)
other members of the Body Corporate)
all of whose signatures are hereto)
affixed:

Judith Sappel
.....

Signature of Provincial

JUDITH SAPPEL
.....
Name of Provincial (block letters)

Colleen Keeble
.....
Signature of Member

COLLEEN KEEBLE
.....
Name of Member (block letters)

A Baldwin
.....
Signature of Member

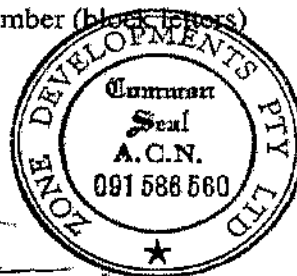
ANTOINETTE BALDWIN
.....
Name of Member (block letters)

THE COMMON SEAL of **ZONE**)
DEVELOPMENTS PTY LIMITED)
is duly affixed by authority of its)
directors in the presence of:)

Isador Alexander Magid
.....
Signature of authorised person

Director
.....
Office held

Isador Alexander Magid
.....
Name of authorised person (block letters)



Michael Teplitsky
.....
Signature of authorised person

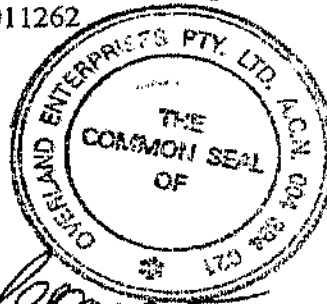
Director
.....
Office held

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

DP1066810

Plan for Easement Purposes over Lots 1 and 2 in
DP1011262

THE COMMON SEAL of)
OVERLAND ENTERPRISES PTY)
LIMITED is duly affixed by)
authority of its directors in the)
presence of:



[Signature]
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Signature of authorised person

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.....
Signature of authorised person

Isador Alexander Magid Director
.....
Office held

Secretary
.....
Office held

Isador Alexander Magid
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Clemens Henry Epstein
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Name of authorised person (block letters)

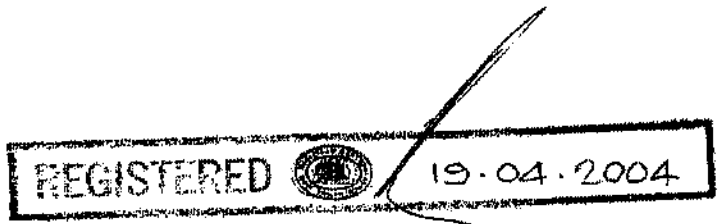
SIGNED by _____)
)
as attorney for ~~NATIONAL~~)
~~AUSTRALIA TRUSTEES LIMITED~~)
under power of attorney registered)
book ~~378~~ no. 311 in the presence of:)

SIGNED FOR AND on behalf of NATIONAL)
AUSTRALIA TRUSTEES)
LIMITED (ABN 80 007 350 405) by its duly)
appointed attorneys)

[Signature]
.....
Signature of witness)
Kew Boyce)
.....
Name of witness (block letters))
800 Bourke St. Docklands)
.....
Address of witness)

Carol Youl **David White**
Manager Trustee Services Senior Trust Officer

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



Lodger Details

Lodger Code 504085
Name J S MUELLER & CO
Address 240 PRINCES HWY
ARNCLIFFE 2205

Lodger Box 1W
Phone
Email
Reference AM:35395

Land Registry Document Identification

AQ201661

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

CP/SP72040

Applicant

THE OWNERS - STRATA PLAN NO. 72040
Subdivisional body

Affirmation Statement

The Certifier certifies that the attachment is a true copy of the Instrument, a duly executed version of which has been retained by the Certifier.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant.

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. 72040
Signer Name ADRIAN SIMON MUELLER
Signer Organisation PARTNERS OF J S MUELLER & CO
Signer Role PRACTITIONER CERTIFIER
Execution Date 25/06/2020

Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: J.S. Mueller & Co

**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/SP72040	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any JS Mueller & Co 1st Floor, 240 Princes Highway ARNCLIFFE NSW 2205 Reference: JSM:35395
		CODE CH

- (C) The Owners-Strata Plan No 72040 certify that a special resolution was passed on 10 June 2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows-
- (E) Repealed by-law No Not Applicable
Added by-law No Not Applicable
Amended by-law No Special By-Law No. 11
as fully set out below:
See Annexure Hereto
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".
- (G) The seal of the Owners-Strata Plan No 72040 was affixed on 24 June 2020 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:  _____
Digitally signed by Patrick van Oort
DN: cn=Patrick van Oort, o=Registrar-General
of New South Wales, ou=Registrar-General
of New South Wales, email=patrick.van.oort@nsw.gov.au,
c=au, #1.3.6.1.5.5.2.1.1=Patrick van Oort,
#1.3.6.1.5.5.2.1.2=Patrick van Oort,
#1.3.6.1.5.5.2.1.3=Patrick van Oort,
#1.3.6.1.5.5.2.1.4=Patrick van Oort,
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#1.3.6.1.5.5.2.1.99=Patrick van Oort,
#1.3.6.1.5.5.2.1.100=Patrick van Oort

Name: Patrick van Oort
Authority: Managing Agent



Signature: _____
Name:
Authority:



STRATA PLAN NO. 72040

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 72040 was affixed on 24 June 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Digitally signed by Patrick van Oort
DN: c=au, o=Patrick van Oort, ou=Patrick van Oort, ou=Strata, ou=Dynamic Property Services, email=patrick@dynamicproperty.com.au
Reason: I am signing on behalf of the Owners Corporation under delegated authority
Location
Date: 2020.05.24 18:49:20+00

Signature:

Name(s):Patrick van Oort.....

Authority:Managing Agent.....



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By-Laws

1 – Dictionary

1.1 Meaning of words

Words in italics are defined terms. Defined terms (in any form) mean:

air-conditioned apartments - apartments which at the date of registration of the strata plan for *Alba* are connected to and are serviced by the *air conditioning services*.

air conditioning services include, without limitation:

- (a) water cooled package units, cables, conduits, pipes, wires and ducts which are part of common property and exclusively service an air-conditioned apartment by supplying air conditioning; and
- (b) condenser water system circulating condenser water to air-conditioned apartments.

The owner of each air-conditioned apartment has exclusive use of the air conditioning services which service their air-conditioned apartment.

See exclusive use by-law 21 for more information.

air conditioner unit a stand alone split system air conditioner and includes all condenser and package units, cables, conduits, pipes and wires which are located in an apartment or in and affixed to *common property* and exclusively service an apartment. See exclusive use by-law 22 for more information.

Alba strata plan no. 72040.

apartments lots in *Alba* and any lots into which they are subdivided or resubdivided.

architectural code the architectural code for *Alba* and *St. Margaret's* generally in the strata management statement.

balcony includes a terrace or balcony shown on the strata plan for *Alba*.

building management committee the building management committee for *St. Margaret's* established according to the Development Act and the strata management statement.

building works works, alterations, additions, damage, removal, repairs or replacement of:

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

building works include altering or removing an inter-tenancy wall according to by-law 17.

Building works exclude:

- (f) minor fit out works inside an apartment; and

(g) minor works or alterations to the interior of common property walls enclosing an apartment (eg hanging pictures or attaching items to those walls).

caretaker the person the owners corporation appoints under by-law 23 to provide services for Alba.

cleaner the person the owners corporation appoints under by-law 24 to provide services for Alba (or St. Margaret's generally in its capacity as a member of the building management committee).

common property common property in Alba and personal property of the owners corporation.

For the purposes of the by-laws, common property does not include shared facilities which the building management committee must operate, maintain, repair and replace according to the strata management statement.

Council South Sydney City Council and its successors.

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

developer Zone Developments Pty Limited ABN 15 091 586 560 and its assigns.

EPA the Environment Protection Authority or other relevant *government agency* from time to time.

executive committee the executive committee of the owners corporation.

exclusive use by-laws by-laws granting owners exclusive use and special privileges of common property according to chapter 2, part 5, division 4 of the Management Act.

government agency a governmental or semi-governmental administrative, fiscal or judicial department or entity and includes the *Council*.

inter-tenancy wall a common property wall between two apartments. See by-law 17 about making alterations to or removing inter-tenancy walls.

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

occupier the occupier, lessee or licensee of an apartment.

owner

(a) the owner for the time being of an apartment;

(b) if an apartment is subdivided or resubdivided, the owners for the time being of the new apartments;

(c) for an *exclusive use by-law*, the owner(s) of the apartment(s) benefiting from the by-law; and

(d) a mortgagee in possession of an apartment.

owners corporation The Owners - Strata Plan No. 72040.

rules rules made by the owners corporation according to by-law 27.

St. Margaret's lots 2 to 8 inclusive in DP 1063190.

security key a key, magnetic card or other device or information used in St. Margaret's and Alba to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 20 for more information.

shared facilities services, plant, equipment, areas and other items used by two or more components in St. Margaret's. See the strata management statement for a list of shared facilities.

site manager the person appointed by the building management committee under the strata management statement. See by-law 23 for more information.

strata management statement the strata management statement for St. Margaret's. The strata management statement contains rights and obligations of the owners corporation and other members of the building management committee in regard to the management and operation of St. Margaret's. See by-law 4 for more information.

strata manager the person appointed by the owners corporation as its strata managing agent under section 27 of the Management Act. If the owners corporation does not appoint a strata managing agent, strata manager means the secretary of the owners corporation.

1.2 Interpreting the by-laws

Headings do not affect the interpretation of the by-laws. In the by-laws a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the Management Act;
- (b) you means an owner or occupier of an apartment;
- (c) by-laws means the by-laws under the Management Act which are in force for Alba;
- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) the singular includes the plural and vice versa.

2 – About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of Alba. They are an essential document for the owners corporation and everyone who owns or occupies an apartment.

The by-laws are designed to maintain the quality of Alba. They operate to enhance everyone's use and enjoyment of their apartment and the common property.

2.2 Who must comply with the by-laws?

Owners and occupiers must comply with the by-laws. The owners corporation must comply with the by-laws.

3 – Exclusive use by-laws

3.1 Purpose of the exclusive use by-law

To more fairly apportion the costs for maintaining, repairing and replacing common property, exclusive use by-law make owners responsible for the common property which they exclusively use or have the benefit of.

3.2 Interpreting this by-law

In this by-law, "you" means the owner of an apartment which has the benefit of an exclusive use by-law.

3.3 How to change an exclusive use by-law

The owners corporation may make, amend or cancel an exclusive use by-law only by special resolution and with the written consent of the owner of each apartment which benefits from the exclusive use by-law. Initial period restrictions apply.

3.4 Occupiers may exercise rights

The owner of each apartment which has the benefit of an exclusive use by-law may allow the occupier of their apartment to exercise the rights of the owner under the exclusive use by-law. However, the owner remains responsible to the owners corporation and, where appropriate, government agencies to comply with the obligations of the owner under the exclusive use by-law.

3.5 Regular accounts for your costs

If you are required under an exclusive use by-law to contribute towards the costs of the owners corporation, the owners corporation must give you regular accounts for the amounts you owe. The owners corporation may:

(a) include those amounts in notices for your administrative fund or sinking fund contributions; and

(b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the owners corporation).

3.6 Repairing damage

The owner of an apartment which has the benefit of an exclusive use by-law must repair damage caused by exercising rights under the exclusive use by-law to common property or the property of another owner or occupier.

3.7 Indemnities

The owner of each apartment which has the benefit of an exclusive use by-law indemnifies the owners corporation against all claims and liability caused by exercising rights under the exclusive use by-law.

3.8 Additional insurances

In addition to their obligations under by-law 19, the owner of each apartment which has the benefit of an exclusive use by-law must reimburse the owners corporation for any increased premium for an insurance policy of the owners corporation caused as a result of the exercise of the owner's rights under the exclusive use by-law.

4 – Strata management statement

4.1 Purpose

The strata management statement regulates the management and operational issues affecting Alba and the various components in St. Margaret's. It contains requirements and rules (in addition to these by-laws) with which you and the owners corporation must comply including, but not limited to:

(a) requirements for the use and operation of shared facilities;

(b) the apportionment of costs for shared facilities;

(c) architectural standards and controls;

(d) garbage storage and disposal; and

(e) insurance requirements.

4.2 Copies of the strata management statement

Contact the strata manager if you would like a copy of the strata management statement (at your cost).

4.3 Who must comply with the strata management statement?

You must comply with the strata management statement. The owners corporation must comply with the strata management statement.

4.4 Building management committee

The building management committee is established under the strata management statement to administer issues affecting the various components in St. Margaret's. The owners corporation is a member of the building management committee. The owners corporation and the owner of each component in St. Margaret's must appoint a representative to represent and vote for them at meetings of the building management committee. The owners corporation must appoint its representative by special resolution according to the Development Act.

4.5 Consents under the strata management statement

Nothing in the by-laws gives the owners corporation, an owner or an occupier consent to do anything which is prohibited or regulated by the strata management statement.

A consent under the by-laws does not relieve the owners corporation, an owner or an occupier from their obligation to obtain necessary consents under the strata management statement.

4.6 Inconsistencies between the by-laws and the strata management statement

If there is an inconsistency between a by-law and the strata management statement, the owners corporation must amend the inconsistent by-law to make it consistent with the strata management statement.

5 – Your behaviour

5.1 What are your general obligations?

You must not:

(a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of an apartment or common property by another owner or occupier or owner or occupier within St. Margaret's;

(b) create a sound pressure level that affects another apartment or common property that exceeds the background LA noise level by more than 5 dB(A). The source noise level will be assessed as an LAeq,15m in and adjusted in accordance with the relevant EPA guidelines in effect from time to time for tonality, frequency weighting, impulsive characteristics, fluctuations and temporal content;

(c) create a sound pressure level that exceeds the recommended planning levels outlined in the EPA Industrial Noise Policy (or other applicable policy in effect from time to time) or as otherwise determined from time to time;

(d) install an intruder alarm unless it satisfies with the requirements of the *Protection of the Environment Operations (Noise Control) Regulation 200* under the *Protection of the Environment Operation Act 1997 (NSW)* or other relevant law in force from time to time;

(e) use language or behave in a way that might offend or embarrass another owner or occupier or their visitors;

- (f) smoke cigarettes, cigars or pipes while you are on common property or allow smoke from them to enter common property;
- (g) obstruct the legal use of common property by any person;
- (h) do anything in Alba which is illegal; or
- (i) do anything which might damage the good reputation of the owners corporation or Alba or St. Margaret's.

5.2 Complying with the law

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

- (a) your apartment;
- (b) the use of your apartment; and
- (c) common property to which you have a licence, lease or a right to use under an exclusive use by-law.

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.

5.3 Goods not to be stored on common property

At all times the common property must be kept clear of goods and shall not be used for storage purposes (including garbage storage).

6 – You are responsible for others

6.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the strata management statement;
- (b) make your visitors leave Alba if they do not comply with the by-laws or the strata management statement;
- (c) take reasonable care about who you invite into Alba; and
- (d) if you are the owner or occupier of an apartment, accompany your visitors at all times, except when they are entering or leaving Alba.

You must not allow another person to do anything that you cannot do under the by-laws or the strata management statement.

6.2 Requirements if you lease your apartment

If you lease or licence your apartment, you must:

- (a) provide your tenant or licensee with up-to-date copies of the by-laws and the strata management statement;
- (b) ensure that your tenant or licensee and their visitors comply with the by-laws and the strata management statement; and
- (c) take all action available to you, including action under the lease or licence agreement, to make them comply or leave Alba.

7 – Your apartment

7.1 What are your general obligations?

You must:

- (a) keep your apartment clean and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under the by-laws or the strata management statement which services your apartment (whether or not you made the installation or alteration);
- (c) notify the owners corporation if you change the existing use of your apartment in a way which may affect insurance policies or premiums for insurances effected by the owners corporation. See by-law 19 for important information about increasing and paying for insurance premiums;
- (d) notify the building management committee if you change the existing use of your apartment in a way which may affect insurance policies or premiums for insurances effected by the building management committee (see by-law 19); and
- (e) at your expense, comply with all laws about your apartment including, without limitation, requirements of government agencies.

7.2 When will you need consent from the owners corporation?

You must have consent from the owners corporation to:

- (a) carry out building works in your apartment (see by-law 16 for more information);
- (b) subject to your rights under the by-laws, keep anything in your apartment that is visible from outside the apartment and is not in keeping with the appearance of Alba;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in your apartment if they are visible from outside your apartment or Alba;
- (d) install an intruder alarm with an audible signal; or
- (e) install an air conditioning system to connect to the air conditioning services;
- (f) attach or hang an aerial or wires outside your apartment or Alba.

7.3 Architectural code

The architectural code for St. Margaret's is in the strata management statement. It applies to your apartment and to Alba generally (including, but not limited to, those parts of Alba which are heritage protected). You must comply with the architectural code before you carry out any works in your apartment. Your obligations under the architectural code apply in addition to your obligations under the by-laws.

7.4 Floor coverings

If you are the owner of an apartment, you must keep the floors in your apartment covered or treated to stop the transmission of noise which might unreasonably disturb another owner or occupier. However, this does not apply to floors in the entrance foyer, kitchen, bathroom, lavatory or laundry of the apartment.

If you are an owner or occupier of an apartment, you must have consent from the owners corporation to remove or interfere with floor coverings or treatments in your apartment that assist to prevent the transmission of noise which might unreasonably disturb another owner or occupier.

7.5 Window coverings

- (a) Window coverings (eg curtains, blinds and louvres) in your apartment must be cream or black or grey or other colour approved in accordance with the architectural code and a design approved by the owners corporation;
- (b) The colour and design approved by the owners corporation must be in keeping with the design and appearance of Alba when viewed from outside and the requirements of the architectural code.

7.6 Window tinting

You must have consent from the owners corporation to affix window tinting or other treatments to windows and glass doors in your apartment.

7.7 Cleaning windows

You must clean the glass in windows and doors of your apartment (even if they are common property). However, you do not have to clean the glass in windows or doors that you cannot access safely (for example, glass windows on the external facade of Alba).

The owners corporation may resolve to clean the glass in some or all of the windows and doors in Alba. If the owners corporation resolves to clean glass in your apartment, you are excused from your obligations under this by-law for the period the owners corporation resolves to clean the glass.

7.8 Owners corporation may require access to your lot

Without limiting the powers of the owners corporation under these by-laws or the Management Act, the owners corporation may resolve to:

- (a) clean the glass in some or all of the external windows and doors in Alba; or
- (b) carry out maintenance or repair of the common property forming the facade of Alba, in a manner that requires employees or subcontractors to have access to your lot (including your balcony). If the owners corporation resolves to do so:
 - (c) the owners corporation must give you 7 days prior notice that access to your lot will be required for the purpose of cleaning external glass or maintenance of common property;
 - (d) the notice must describe the type of access required; and
 - (e) you may not object to access being granted to the owners corporation's contractors or subcontractors provided that access is temporary and only to the extent necessary to carry out the cleaning or maintenance under this by-law.

8 – Changing the permitted use of your apartment

8.1 Permitted use

You may use your apartment for any lawful purpose permitted under the planning instruments and approved by Council or other government agencies (as applicable) from time to time.

8.2 Changing the permitted use

If you want to change the use of your apartment, you must (at your cost):

- (a) obtain consent from the owners corporation if required under by-law 8.4 before lodging the relevant application with Council and other government agencies (as applicable); and
- (b) obtain all necessary consents from Council or other government agencies.

8.3 Providing a copy of your application

You must provide the owners corporation with a copy of your application for consent to Council or other government agencies (as applicable) to change the permitted use of your apartment according to this by-law 8.

8.4 Approval by the owners corporation generally

- (a) Unless otherwise required at law, you do not require consent of the owners corporation if the application to change the use of your apartment does not involve building works or otherwise impact on common property.

(b) Without limiting paragraph (a) above (and for the avoidance of doubt) you do not require consent of the owners corporation for an application to permit use of your apartment as a home office provided that the proposed commercial activities do not involve production of any pollutants or combustible/ flammable materials or create excessive noise.

(c) When considering an application for consent to change the permitted use, the owners corporation:

- (i) must not unreasonably withhold their consent; and
- (ii) may take into consideration the impact of the proposed use on other owners and occupiers in Alba and by-law 5.1.

8.5 Approval by the owners corporation if you apply to Council

The owners corporation must:

(a) (if required by Council or a government agency) sign any application you make to Council or the government agency for approval to change the permitted use under this by-law 8; and

(b) not unreasonably refuse to support an application you make under this by-law 8.

9 – The balcony of your apartment

9.1 Landscaping

You may keep planter boxes or pot plants on the balcony of your apartment only if:

- (a) it is a type approved by the owners corporation;
- (b) it is of a standard commensurate with the standard of Alba;
- (c) the number and size are reasonably limited and are located away from the outside boundary of your balcony so as to prevent it being highly visible when viewed from outside;
- (d) it will not (or is not likely to) cause damage; and
- (e) it is not (or is not likely to become) dangerous.

9.2 Furniture

You may keep occasional outdoor furniture and outdoor recreational equipment on the balcony of your apartment only if:

- (a) if is a type approved by the owners corporation;
- (b) it is of a standard commensurate with the standard of Alba;
- (c) it is not upholstered or covered with any combustible/flammable material;
- (d) it will not (or is not likely to) cause damage; and
- (e) it is not (or is not likely to become) dangerous.

9.3 Removing items from your balcony

To enable the owners corporation to inspect, repair or replace common property, the owners corporation may require you, at your cost, to temporarily remove and store items from the balcony of your apartment that are not common property.

9.4 Drying your laundry

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

9.5 What you must not keep on your balcony

Except as permitted under this by-law 9, by-law 11 or exclusive use by-law 22, you must not place or install any items, plant or equipment on your balcony which:

- (a) will (or is likely to) exceed the weight load of your balcony (for example, a spa or sauna) unless you have obtained the prior consent of the owners corporation; or
- (b) are prohibited or restricted under the architectural code unless you have obtained the prior consent of the owners corporation and the building management committee; or
- (c) will (or is likely to) cause damage to your balcony or common property; or
- (d) is (or is likely to become) dangerous to another owner and occupier; or
- (e) is illegal or unreasonably interferes with the use and enjoyment of an apartment by another owner and occupier.

10 – Keeping an animal

10.1 What are your rights?

You may keep:

- (a) goldfish or other similar fish in an indoor aquarium; and
- (b) a guide dog if you need the dog because you are visually or hearing impaired;
- (c) one small domestic dog or one small domestic cat.

You must not keep any other type of animal in your apartment or on common property.

10.2 Your visitors

You must not allow your visitors to bring animals into Alba unless they are guide dogs or hearing dogs and your visitors are visually or hearing impaired.

11 – Erecting a sign

11.1 What are your obligations?

Subject to this by-law, you must not erect a sign in your apartment or on common property.

11.2 The developer

While the developer is an owner, the developer does not need consent from the owners corporation to erect and display "For Sale" or "For Lease" signs in an apartment or on common property.

12 – Fire control

12.1 What are your obligations?

You may keep combustible/flammable materials in your apartment or on your balcony only if you:

- (a) use them in connection with the lawful use of your apartment; and
- (b) keep them in reasonable quantities according to the guidelines of government agencies and these by-laws.

You and the owners corporation must comply with laws about fire control.

12.2 Restrictions about fire safety

(a) You must not:

- (i) keep combustible/flammable materials on common property;
- (ii) interfere with fire safety equipment;
- (iii) obstruct fire stairs or fire escapes; or
- (iv) keep combustible/flammable materials in the carspace or utility lot for your apartment; or
- (v) utilise your balcony for storage of unreasonable amounts of combustible/flammable materials; or
- (vi) install combustible surface linings on any part of your balcony.

(b) In addition to the restrictions in paragraph (a) above, the owner of the apartment comprising lot 1 in the strata plan for Alba must not keep combustible/flammable materials in the foyer area of the apartment (being the area located between the door adjoining the common property corridor and the door adjoining the living areas of the apartment). This area is a smoke lobby forming part of the total fire safety system for Alba.

13 – Moving and delivering stock, furniture and goods

13.1 Moving in

You must make arrangements with the owners corporation and the building management committee at least 48 hours before you move in to or out of Alba or move large articles (eg furniture) through common property or shared facilities.

13.2 What are your obligations?

When you take deliveries or move furniture or goods through Alba, you must:

- (a) comply with the reasonable requirements of the owners corporation, including requirements to fit an apron cover to the common property lift;
- (b) comply with the requirements of the building management committee and the strata management statement in relation to use of shared facilities (for example, the loading dock);
- (c) repair any damage you (or the person making the delivery) cause to common property or shared facilities or other parts of St Margaret's; and
- (d) if you (or the person making the delivery) spill anything onto common property or shared facilities, immediately remove the item and clean that part of the common property or shared facilities or other parts of St Margaret's.

13.3 Role of the caretaker

(a) The owners corporation may appoint the caretaker to assist it to perform its functions under this by-law. If this happens, you must:

- (i) make arrangements with the caretaker when you move in or out of Alba; and
- (ii) comply with the reasonable requirements of the caretaker when you take deliveries or move furniture or goods through Alba.

14 – Traffic and Parking in common property

14.1 Parking and traffic flow

- (a) You must not park or stand a vehicle on common property.
- (b) All vehicles shall always be driven into and out of Alba in a forward direction.

14.2 Controlling traffic in Alba

In addition to its powers under the Management Act and subject to the strata management statement, the owners corporation (in its capacity as a member of the building management committee) has the power to:

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

15 – How to dispose of your garbage

15.1 Strata management statement

The garbage chute and garbage room servicing Alba is a shared facility. Use of the garbage chute and garbage room is controlled by the building management committee. Your obligations in this by-law are in addition to your obligations in the strata management statement.

15.2 General obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on common property (other than in areas located for that purpose according to the strata management statement);
- (b) in an area of your apartment which is visible from outside your apartment; or
- (c) in your carspace in St Margaret's.

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

15.3 How to dispose of your garbage

You must:

- (a) drain and securely wrap your household garbage and put it in the garbage chute on your level of Alba;
- (b) leave your other garbage and recyclable materials in the area designated by the building management committee for that purpose;
- (c) recycle your garbage according to instructions from the building management committee and Council;

(d) drain and clean bottles and make sure they are not broken before you place them in the area designated by the building management committee for that purpose; and

(e) contact the building management committee to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

15.4 Rules for using garbage chutes

You must not:

- (a) put bottles or glass in a garbage chute;
- (b) put liquids in a garbage chute;
- (c) put items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) put boxes or large items in a garbage chute that might block it.

16 – Carrying out building works

16.1 When do you need consent?

Subject to the by-laws, you must have consent from the owners corporation to carry out building works.

16.2 When is consent not necessary?

You do not need consent from the owners corporation under this by-law to:

- (a) if you are the developer, erect a "For Sale" or "For Lease" sign according to by-law 11; or
- (b) alter or remove an inter-tenancy wall according to by-law 17; or
- (c) carry out building works which you are entitled to carry out under an exclusive use by-law.

However, you must comply with by-laws 16.3 to 16.5 when you erect the sign or carry out the building works.

16.3 Procedures before you carry out building works

When you carry out building works, you must:

- (a) obtain necessary consents from the owners corporation and government agencies;
- (b) obtain necessary consents from the building management committee and under the architectural code;
- (c) find out where service lines and pipes are located;
- (d) obtain consent from the owners corporation if you propose to interfere with or interrupt services; and
- (e) obtain consent from the building management committee if you propose to interfere with or interrupt shared facilities;
- (f) if you do not need consent to carry out the building works, give the owners corporation a written notice describing what you propose to do (for example, install a new kitchen). You must give the notice at least 14 days before you start the building works.

16.4 Procedures when you carry out building works

If you carry out building works, you must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the owners corporation;
- (b) carry out the building works in a proper manner and to the reasonable satisfaction of the owners corporation; and
- (c) repair any damage you (or persons carrying out the building works for you) cause to common property or the property of another owner or occupier.

16.5 Making arrangements with the owners corporation

Before you carry out building works (including building works for which you do not require consent from the owners corporation), you must:

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

17 – Inter-tenancy walls

17.1 When may you alter or remove an inter-tenancy wall?

You may alter or remove an inter-tenancy wall if:

- (a) you own the apartments separated by the inter-tenancy wall or you have the consent of the owner of the adjoining apartment;
- (b) it is not a structural wall;
- (c) before you carry out the work, you provide the owners corporation with a certificate from a qualified structural engineer reasonably acceptable to the owners corporation that the wall is not a structural wall and that the proposed work and the method of carrying out the work will not adversely affect common property or other apartments (including services to those apartments); and
- (d) you comply with the procedures in this by-law.

Otherwise, you must have the consent of the owners corporation to alter or remove an inter-tenancy wall.

17.2 What consents are necessary?

You do not need consent from the owners corporation to alter or remove an inter-tenancy wall (provided that you comply with the requirements of this by-law). However, you must obtain all necessary consents from government agencies before you alter or remove an inter-tenancy wall.

17.3 What are the conditions for carrying out the work?

It is a condition of you altering or removing an inter-tenancy wall that you:

- (a) carry out the work in the method certified by the structural engineer under by-law 17.1;
- (b) if appropriate, comply with section 14 of the Development Act and lodge any necessary building alteration plan with the Registrar-General;
- (c) comply with by-laws 16.3 to 16.5; and
- (d) acknowledge for yourself and future owners of your apartment that the owners corporation does not have to reinstate the inter-tenancy wall.

18 – Damage to common property

18.1 What are your obligations?

Subject to the by-laws, 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, your visitors or persons doing work or carrying out building works in Alba on your behalf.

18.2 When will you need consent from the owners corporation?

Subject to the by-laws, you must have consent from the owners corporation to:

- (a) interfere with or damage common property;
- (b) remove anything from common property that belongs to the owners corporation; or
- (c) interfere with the operation of common property equipment.

19 – Insurance premiums

19.1 Consent from the owners corporation

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

19.2 Payments for increased premiums

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 any increased premium. If you do not agree with the conditions, the owners corporation may refuse its consent.

19.3 Requirements under the strata management statement

Under the strata management statement, you must notify the building management committee if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the building management committee.

20 – Security at Alba

20.1 Strata management statement

The strata management statement regulates security and the provision of security keys for Alba and St. Margaret's generally. The rights and obligations of the owners corporation, owners and occupiers in this by-law are subject to the strata management statement.

20.2 Rights and obligations of the owners corporation

The owners corporation must take reasonable steps to:

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

20.3 Installation of security equipment

In addition to its powers under the Management Act, the owners corporation has the power to install and operate in common property audio and visual security cameras and other audio and visual surveillance equipment for the security of Alba.

20.4 Restricting access to common property

In addition to its powers under the Management Act, the owners corporation has the power to:

- (a) close off or restrict by security key access to parts of common property that do not give access to an apartment; and
- (b) restrict by security key your access to levels in Alba where you do not own or occupy an apartment or have a right to use under an exclusive use by-law.

20.5 Providing owners and occupiers with security keys

The building management committee is responsible to provide security keys for Alba.

20.6 What are your obligations?

You must:

- (a) comply with the reasonable instructions of the building management committee and the owners corporation about security keys and, in particular, instructions about re-coding and returning security keys;
- (b) take all reasonable steps not to lose security keys;
- (c) return security keys to the building management committee if you do not need them or if you are no longer an owner or occupier; and
- (d) notify the building management committee immediately if you lose a security key.

You must not:

- (e) copy a security key; or
- (f) give a security key to someone who is not an owner or occupier.

20.7 Procedures if you lease your apartment

If you lease or licence your apartment, you must include a requirement in the lease or licence that the occupier return security keys to the building management committee when they no longer occupy an apartment.

20.8 Restriction on exercising rights under this by-law

Subject to the strata management statement, the owners corporation must not:

- (a) shut down or interfere with the integrated security system for St. Margaret's; or
- (b) restrict access to parts of common property which are required for access to the residential carpark areas in St. Margaret's;
- (c) restrict access to parts of common property which are shared facilities.

21 – Exclusive use of air conditioning services

21.1 Exclusive use by-law

This is an exclusive use by-law.

By-laws 3.2 to 3.8 apply to this exclusive use by-law.

21.2 Exclusive use rights

(a) Each owner of an air-conditioned apartment has exclusive use of the air conditioning services which exclusively service their air- conditioned apartment (for example, the package unit).

(b) The owners of air-conditioned apartments jointly have use of air conditioning services which do not exclusively service an air- conditioned apartment (for example, the condenser water system).

21.3 What are your obligations?

You must, at your cost:

(a) operate, maintain, repair and, where necessary, replace air conditioning services exclusively servicing your air-conditioned apartment;

(b) use contractors approved by the owners corporation to maintain, repair and, where necessary, replace air conditioning services exclusively servicing your air-conditioned apartment; and

(c) comply with the requirements of government agencies about air conditioning equipment.

21.4 Obligations of the owners corporation

The owners corporation must:

(a) operate, maintain, repair and, where necessary, replace all other components of the air conditioning services which are not for the exclusive use of an air-conditioned apartment; and

(b) provide condenser water to each air-conditioned apartment to supply air conditioning through air conditioning services.

21.5 Paying for air conditioning services

Each owner must:

(a) pay to the owners corporation the cost of operating, maintaining and repairing and, where necessary, replacing all components of the air conditioning services which are not for the exclusive use of their air- conditioned apartment;

(b) contribute toward the costs of the owners corporation under by-law 21.3(b)

in shares proportional to the unit entitlement of their air-conditioned apartment (calculated as a proportion of the aggregate unit entitlement of all air-conditioned apartments).

22 – Installing an air conditioning unit

22.1 Exclusive use by-law

This is an exclusive use by-law.

By-laws 3.2 to 3.8 apply to this exclusive use by-law.

22.2 Exclusive use rights

Each owner of an apartment who has obtained the consent of the owners corporation to install an air conditioning unit has the special privilege to, at the cost of the owner:

(a) install and keep an air conditioning unit:

(i) on the balcony of your apartment in an area which is not visible from outside your apartment or another area permitted under the architectural code; and

(ii) on and through that part of the common property that forms the most direct and practical route between the split components of the air conditioning unit; and

(b) make minor alterations to common property to enable installation of the air conditioning unit; and

(c) connect the air conditioning unit to electricity and water services forming part of the common property which are separately metered to your apartment.

22.3 What are your obligations?

You must, at your cost:

(a) obtain the approval of the owners corporation (and building management committee if required under the architectural code) to the type of air conditioning unit to be installed prior to installation; and

(b) comply with the requirements of the architectural code (as applicable);

(c) obtain any consents or approvals required of Council or government agencies in relation to your air conditioning unit; and

(d) comply with the requirements of government agencies about air conditioning equipment; and

(e) use, maintain and repair your air conditioning unit or components of it (including replacing component as necessary):

(i) in accordance with the manufacturer's specifications; and

(ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of an apartment or common property by another owner or occupier or substantially exceed noise emission levels specified by the manufacturer; and

(f) fire proof any penetration of the common property walls or slabs to meet the Australian fire standards required for the building in Alba; and

(g) maintain and repair that part of the common property where your air conditioner unit (or any part of it) is fitted and installed (excluding structural maintenance and repairs); and

(h) use contractors approved by the owners corporation to maintain and repair that part of the common property where your air conditioner unit is fitted and installed.

22.4 Approval of owners corporation

When considering an owner's application for approval to a type of air conditioner unit, the owners corporation:

(a) must not unreasonably withhold their approval; and

(b) may take into consideration:

(i) the impact of the air conditioner unit on the visual appearance of Alba when viewed from outside Alba; and

(ii) the noise emission levels of the type of air conditioner unit and the impact this may have on other owners and occupiers with reference to the architectural code and paragraph (a) of by-law 5.1; and

(iii) any list approved by the building management committee (in accordance with the architectural code) of the type or types of air conditioner unit appropriate for installation whether or not the type of air conditioner unit has been the subject of an owners' application for approval under this exclusive use by-law.

22.5 Obligations of owners corporation

The owners corporation must keep the common property areas that are the subject of this exclusive use by-law in good structural repair and condition and, where necessary, repair, maintain or replace those areas at the cost of the owners of apartments according to by-law 22.6.

22.6 Paying costs

You must pay your share of the costs of the owners corporation under by-law 22.5 in shares proportional to the unit entitlement of your apartment. The owners corporation may:

- (a) include your costs in your administrative fund or sinking fund contributions; and
- (b) require you to pay those amounts in advance and quarterly (or for other periods reasonably determined by the owners corporation).

23 – Agreement with the caretaker and site manager

23.1 Appointing a caretaker

The owners corporation has the power to appoint and enter into agreements with a caretaker to provide services to assist the owners corporation to carry out its duties in relation to common property (including with respect to cleaning, maintenance, repair, building management and operational obligations). The owners corporation may exercise its power under this by-law in its capacity as an owners corporation and in its capacity as a member of the building management committee.

The owners corporation must consider the merits of entering into an agreement with the same site manager appointed by the building management committee under the strata management statement.

23.2 Delegation of functions

The owners corporation cannot delegate its functions or the functions of the executive committee to a caretaker.

23.3 Initial period

The owners corporation may enter into agreements with a caretaker during the initial period. If the owners corporation (in its own right) enters into an agreement with a caretaker during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the owners corporation, or such longer term as permitted under the Management Act or other applicable law.

23.4 Agreements after the initial period

If the owners corporation (in its own right) enters into an agreement with a caretaker after the initial period:

- (a) the term of the agreement may be for the period determined by the owners corporation (acting reasonably) and complying with the Management Act; and
- (b) the remuneration of the caretaker under the agreement may be the amount determined by the owners corporation (acting reasonably).

23.5 What provisions must be included in an agreement?

An agreement between the owners corporation (in its own right) and a caretaker must have provisions about:

(a) the rights of the owners corporation to terminate the agreement early if the caretaker does not properly perform its functions or comply with its obligations under the agreement;

(b) the rights of the caretaker to terminate the agreement early if the owners corporation does not comply with its obligations under the agreement; and

(c) the rights of the caretaker to assign the agreement.

23.6 Duties of the caretaker

The duties of a caretaker under an agreement with the owners corporation (in its own right) may include:

(a) caretaking, supervising and servicing common property;

(b) supervising cleaning and garbage removal services (other than performing functions of the building management committee);

(c) supervising the repair, maintenance, renewal or replacement of common property;

(d) co-ordinating deliveries and the movement of goods, furniture and other large articles through common property;

(e) co-ordinating the carrying out of building works;

(f) managing the security key system and providing security keys according to the by-laws and the strata management statement (other than performing functions of the building management committee);

(g) providing services to the owners corporation, owners and occupiers;

(h) supervising employees and contractors of the owners corporation;

(i) supervising Alba generally; and

(j) doing anything else that the owners corporation agrees is necessary for the operation and management of the Alba.

23.7 Caretaker area

The owners corporation may allocate parts of common property (provided it is not a shared facility) as an area the caretaker may use to provide services under the agreement. The owners corporation may, subject to the Management Act, make arrangements with the caretaker about those parts of the common property.

23.8 Other services

Under the agreement, the owners corporation may allow the caretaker to provide other services to owners and occupiers in Alba at their cost. The agreement must contain an acknowledgment by the caretaker that owners and occupiers in Alba are not bound to use the services provided by the caretaker.

23.9 Agreements under the strata management statement

(a) The owners corporation has the power (in its capacity as a member of the building management committee) to appoint and enter into agreements with a site manager to provide services in relation to shared facilities and St. Margaret's generally.

(b) The terms, remuneration, provisions and duties under an agreement between the owners corporation (in its capacity as a member of the building management committee) and a site manager must comply with the strata management statement.

(c) The terms of an agreement between the owners corporation and a site manager may include duties relating to common property, provided that the remuneration and other arrangements relating to common property are dealt with separately in the agreement to the duties, remuneration and arrangements between the building management committee and the site manager.

24 – Agreement with cleaner

24.1 Appointing a cleaner

The owners corporation has the power to appoint and enter into agreements with a cleaner (which may be the same person as the caretaker or site manager) to provide cleaning services in relation to common property. The owners corporation may exercise its power under this by-law in its capacity as an owners corporation and in its capacity as a member of the building management committee.

The owners corporation must consider the merits of entering into an agreement with the same cleaner appointed by the building management committee under the strata management statement.

24.2 Initial period

The owners corporation may enter into agreements with a cleaner during the initial period. If the owners corporation (in its own right) enters into an agreement with a cleaner during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the owners corporation, or such longer term as permitted under the Management Act or other applicable law.

24.3 Agreements after the initial period

If the owners corporation (in its own right) enters into an agreement with a cleaner after the initial period:

- (a) the term of the agreement may be for the period determined by the owners corporation (acting reasonably) and complying with the Management Act; and
- (b) the remuneration of the cleaner under the agreement may be the amount determined by the owners corporation (acting reasonably).

24.4 Other services

Under the agreement, the owners corporation may allow the cleaner to provide other services to owners and occupiers in Alba at their cost. The agreement must contain an acknowledgment by the cleaner that owners and occupiers in Alba are not bound to use the services provided by the cleaner.

24.5 Agreements under the strata management statement

- (a) The owners corporation has the power (in its capacity as a member of the building management committee) to appoint and enter into agreements with a cleaner to provide services in relation to shared facilities and St. Margaret's generally.
- (b) The terms, remuneration, provisions and duties under an agreement between the owners corporation (in its capacity as a member of the building management committee) and a cleaner must comply with the strata management statement.
- (c) The terms of an agreement between the owners corporation and a cleaner may include duties relating to common property, provided that the remuneration and other arrangements relating to common property are dealt with separately in the agreement to the duties, remuneration and arrangements between the building management committee and the cleaner.

25 – Licences

25.1 Powers of the owners corporation

If permitted by law, in addition to its powers under the Management Act, the owners corporation has the power to grant licences to owners and occupiers to use parts of common property.

The owners corporation may exercise its powers under this by-law only by ordinary resolution at a general meeting.

25.2 What provisions may a licence include?

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

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

26 – Allocation of common property

26.1 Display area for use of owners

The owners corporation may dedicate an area of common property to be used by owners to display "For Sale" or "For Lease" signs relating to their apartments.

27 – Rules

27.1 Powers of the owners corporation

In addition to its powers under the Management Act, the owners corporation has the power to make rules about the security, control, management, operation, use and enjoyment of Alba and, in particular, the use of common property.

The owners corporation may add to or change the rules at any time.

27.2 What are your obligations?

You must comply with the rules.

27.3 What if a rule is inconsistent with the by-laws?

If a rule is inconsistent with the by-laws or the requirements of a government agency, the by-laws or requirements of the government agency prevail to the extent of the inconsistency.

27.4 What if a rule is inconsistent with the strata management statement?

If a rule is inconsistent with the strata management statement, the strata management statement prevails to the extent of any inconsistency.

28 – How are consents given?

28.1 Who may give consent?

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

- (a) the owners corporation at a general meeting; or
- (b) the executive committee at a meeting of the executive committee.

28.2 Conditions

(a) The owners corporation or the executive committee may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

(b) Without limiting paragraph (a) above, if you apply for consent under by-law 9.5(a), the owners corporation may require you to provide a report by a structural engineer or other appropriately qualified persons confirming that the weight load of your balcony will not be exceeded before considering whether to give its consent.

28.3 Can consent be revoked?

The owners corporation or the executive committee may revoke their consent if you do not comply with:

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

29 – Failure to comply with by-laws

29.1 Powers of the owners corporation

The powers of the owners corporation under this by-law are in addition to those that it has under the Management Act.

29.2 What can the owners corporation do?

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

The owners corporation must give you a written notice specifying when it will enter your apartment to do the work. You must:

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

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

30 – Applications and complaints

You must make any applications and complaints to the owners corporation in writing and address them to the strata manager.

Special By-Law No. 1 – Appointment of Representative to Building Management Committee

The Executive Committee of the Owners Corporation shall annually appoint one of its members to be the Owners Corporation's representative on the Building Management Committee established under the Strata Management Statement applying to the strata scheme and may change its representative or appoint a substitute representative in accordance with the Strata Management Statement.

Special By-Law No. 2 – Notice board

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

Special By-Law No. 3 – Works lot 50

DEFINITIONS

Lot means lot 50 in strata scheme 72040.

Owners means the owners for the time being of the Lot.

Works means the alterations and additions undertaken by the Owners to their Lot and so much of the common property as is necessary to fully renovate the Lot in accordance with the scope of works submitted by the Owners to the executive committee, a copy of which is attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) has the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, the Owners will have a special privilege to carry out and keep the Works in the Lot and exclusive use of the common property affected by the Works.

CONDITIONS

A. Prior to the Works being undertaken, the Owners must at their own cost

a. submit plans detailing the Works to the executive committee and obtain its written consent, such consent not to be unreasonably withheld;

b. provide evidence of development approval from the local council and any other statutory authority whose consent may be required for the proposed Works;

c. effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the Owners and the owners corporation (which policy must contain a cross liability and severability clause). Any insurance policy required to be effected by the Owners, may be effected by a contractor on behalf of the Owners. The executive committee may waive the requirement for the public liability insurance cover to be in joint names with the owners corporation if the Owners cannot, after using the Owners best endeavours, reasonably obtain such a policy.

B. When carrying out the Works in accordance with this by-law the Owners must comply with:

- a. the by-laws in force for this strata scheme; and
- b. all the conditions of the relevant consent authority/ies in relation to the Works; and
- c. the reasonable directions of and conditions imposed by the executive committee, including as to permissible hours of work, movement of building materials on the parcel and the disposal of building and other debris.

C. At the completion of the activities constituting the Works, the Owners must, within a reasonable time of being requested by the executive committee, produce written certification that the Works meet relevant Australian engineering and building and acoustic standards and any additional standards and conditions required by the executive committee for such works and that the structural integrity of the building has not been compromised by the Works.

D. The Owners must properly maintain and keep the Works in a state of good and serviceable repair (at their own cost) and replace the Works or any part of them at their own cost as the owners corporation may reasonably require from time to time.

E. The Owners must accept liability for any damage caused to the common property, their Lot and/or any other lot in the strata scheme as a result of the Works and associated actions and are responsible to make good that damage immediately after it has occurred.

F. The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair/replacement or removal of the Works and will pay those costs to the owners corporation on demand.

REMEDY

If the Owners fail to comply with any obligation of this by-law, the owners corporation may:

- a. if the Owners do not rectify the failure to comply with any obligation of this by-law within 20 business days after notice from the owners corporation requiring the failure to be rectified, enter any part of the parcel to carry out the necessary work to perform the obligation; and
- b. recover the costs of carrying out that obligation from the Owners as a 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 until paid.

Special By-Law No. 4 – Works lot 46

DEFINITIONS

Lot means lot 46 in strata scheme 72040.

Owners means the owners for the time being of the Lot.

Works means the alterations and additions undertaken by the Owners to their Lot and so much of the common property as is necessary to fully renovate the Lot in accordance with the scope of works submitted by the Owners to the executive committee, a copy of which is attached to the minutes of the meeting at which this by-law was considered.

Any term used in this by-law that appears in the Strata Schemes Management Act 1996 (Act) has the same meaning as in the Act.

Singular includes the plural and vice versa.

A reference to one gender includes a reference to all other genders.

Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.

RIGHTS

Subject to the Conditions, the Owners will have a special privilege to carry out and keep The Works in the Lot and exclusive use of the common property affected by the Works.

CONDITIONS

A. Prior to the Works being undertaken, the Owners must at their own cost

a. submit plans detailing the Works to the executive committee and obtain its written consent, such consent not to be unreasonably withheld;

b. provide evidence of development approval from the local council and any other statutory authority whose consent may be required for the proposed Works;

c. effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989, workers compensation insurance and public liability insurance in an amount of no less than \$20,000,000 in the joint names of the Owners and the owners corporation (which policy must contain a cross liability and severability clause). Any insurance policy required to be effected by the Owners, may be effected by a contractor on behalf of the Owners. The executive committee may waive the requirement for the public liability insurance cover to be in joint names with the owners corporation if the Owners cannot, after using the Owners best endeavours, reasonably obtain such a policy.

B. When carrying out the Works in accordance with this by-law the Owners must comply with:

a. the by-laws in force for this strata scheme; and

b. all the conditions of the relevant consent authority/ies in relation to the Works; and

c. the reasonable directions of and conditions imposed by the executive committee, including as to permissible hours of work, movement of building materials on the parcel and the disposal of building and other debris.

C. At the completion of the activities constituting the Works, the Owners must, within a reasonable time of being requested by the executive committee, produce written certification that the Works meet relevant Australian engineering and building and acoustic standards and any additional standards and conditions required by the executive committee for such works and that the structural integrity of the building has not been compromised by the Works.

D. The Owners must properly maintain and keep the Works in a state of good and serviceable repair (at their own cost) and replace the Works or any part of them at their own cost as the owners corporation may reasonably require from time to time.

E. The Owners must accept liability for any damage caused to the common property, their Lot and/or any other lot in the strata scheme as a result of the Works and associated actions and are responsible to make good that damage immediately after it has occurred.

F. The Owners must indemnify the owners corporation against any loss or damage the owners corporation suffers (including legal costs) as a result of the performance, maintenance, repair/replacement or removal of the Works and will pay those costs to the owners corporation on demand.

REMEDY

If the Owners fail to comply with any obligation of this by-law, the owners corporation may:

- a. if the Owners do not rectify the failure to comply with any obligation of this by-law within 20 business days after notice from the owners corporation requiring the failure to be rectified, enter any part of the parcel to carry out the necessary work to perform the obligation; and
- b. recover the costs of carrying out that obligation from the Owners as a 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 until paid.

Special By-Law No. 5 – 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.

Special By-Law No. 6 – Air conditioning

1.1 Exclusive use by-law

This is an *exclusive use* by-law.

By-law 3 applies to this *exclusive use* by-law.

1.2 Exclusive use rights

Each owner of an apartment who has obtained the consent of the owners corporation to install an air conditioning unit has the special privilege to, at the cost of the owner:

(a) install and keep an air conditioning unit:

(i) on the balcony of your apartment in an area which is not visible from outside your apartment or another area permitted under the architectural code; and

(ii) on and through that part of the common property that forms the most direct and practical route between the split components of the air conditioning unit; and

(b) make minor alterations to common property to enable installation of the air conditioning unit; and

(c) connect the air conditioning unit to electricity separately metered to your apartment.

1.3 What are your obligations?

You must, at your cost:

(a) obtain the approval of the owners corporation (and building management committee if required under the architectural code) to the type of air conditioning unit to be installed prior to installation; and

(b) comply with the requirements of the architectural code (as applicable); and

(c) make the installation in accordance with the relevant consents or approvals given by Council or government agencies in relation to the installation of air conditioning units; and

(d) comply with the requirements of Council or government agencies about air conditioning equipment; and

(e) use, maintain and repair your air conditioning unit or components of it (including replacing component as necessary):

(i) in accordance with the manufacturer's specifications; and

(ii) to ensure it does not make noise in a way that might unreasonably interfere with the use and enjoyment of an apartment or common property by another owner or occupier or substantially exceed noise emission levels specified by the manufacturer; and

(f) obtain consent from the owners corporation to penetrate any walls or slabs and, if consent is granted (which may be on terms and conditions the owners corporation determines), you must observe those terms and conditions. You must fire proof any penetration of the common property walls or slabs to meet the Australian fire standards required for the building in Alba; and

(g) maintain and repair that part of the common property where your air conditioner unit (or any part of it) is fitted and installed (excluding structural maintenance and repairs); and

(h) use contractors approved by the owners corporation to maintain and repair that part of the common property where your air conditioner unit is fitted and installed.

1.4 Approval of owners corporation

When considering an owner's application for approval to a type of air conditioner unit, the owners corporation:

(a) must not unreasonably withhold their approval; and

(b) may take into consideration:

(i) the impact of the air conditioner unit on the visual appearance of Alba when viewed from outside Alba; and

(ii) the noise emission levels of the type of air conditioner unit and the impact this may have on other owners and occupiers with reference to the architectural code and paragraph (a) of by-law 5.1; and

(iii) any list approved by the building management committee (in accordance with the architectural code) of the type or types of air conditioner unit appropriate for installation whether or not the type of air conditioner unit has been the subject of an owners' application for approval under this exclusive use by-law.

1.5 Obligations of owners corporation

The owners corporation must keep the common property areas that are the subject of this exclusive use by-law in good structural repair and condition and, where necessary, repair, maintain or replace those areas at the cost of the owners of apartments according to by-law 22.6.

1.6 Paying costs

The owner must pay all costs associated with the installation. The owners corporation may:

(a) make any required repairs or reinstatement of common property areas required as a result of the installation without notification to the owner; and

(b) require the owner to pay the costs associated with the required repairs or reinstatement.

Special By-Law No. 7 – Short term accommodation

1. For the purpose of this by-law:

1.1. "**Act**" means the *Strata Schemes Management 1996* (NSW) as amended and replaced from time to time;

1.2. "**Bond**" means a security deposit of \$1,000 or any other amount of money determined by the Executive Committee from time to time;

1.3. "**Building**" means the building and improvements on the land located at 437-439 Bourke Street, Surry Hills NSW 2010;

1.4. "**Building Manager**" means the building manager engaged by the Owners Corporation from time to time in accordance with the Act;

1.5. "**Common Property**" means the common property in the Strata Plan;

1.6. "**Costs**" means all professional and trade costs, fees, expenses, and disbursements associated with any damage caused as a result of the use of a Lot in breach of this by-law, and includes Fines;

1.7. "**Council**" means the Council of the City of Sydney, its administrators, successors, and assigns, or any other organisation serving the same or similar function, and includes its employees and agents;

1.8. "**Enforcement Costs**" means the costs associated with the enforcement of this by-law, including but not limited to the cost to the Owners Corporation of engaging professional services, including legal services;

1.9. "**Executive Committee**" means the executive committee appointed by the Owners Corporation from time to time;

1.10. "**Fine**" means a fine of \$500 or any other amount of money determined by the Executive Committee from time to time;

1.11. "**Indemnify**" means the Owner indemnifying the Owners Corporation in respect of the use of a Lot in breach of this by-law, including but not limited to the following:

1.11.1. all actions, proceedings, claims, demands, costs, damages, and expenses which may be incurred by, brought, or made against the Owners Corporation;

1.11.2. any sum payable by way of increased premiums; and

1.11.3. any costs or damages for which the Owners Corporation is or becomes liable;

1.12. "**Lot**" means a lot or any part of a lot in the Strata Plan;

1.13. "**Occupier**" means the legal occupier of a Lot from time to time, including the occupier's agent or employee;

1.14. "**Owner**" means the registered proprietor of a Lot from time to time, including the registered proprietor's agent or employee;

1.15. "**Owners Corporation**" means the owners corporation known as The Owners- Strata Plan No 72040;

1.16. "**Residential Tenancy Agreement**" means an agreement under which an Owner or Occupier leases, sublets, or licenses a Lot on a commercial basis for a period of 3 consecutive months or more;

1.17. "**Security Keys**" means a key, magnetic card, or other device or information used on the Common Property to:

1.17.1. open and close security gates, doors, gates, or locks; or

1.17.2. operate alarms, security systems, or communication systems.

1.18. **"Short-Term Accommodation"** means the provision of temporary accommodation on a commercial basis for a period of less than 3 consecutive months, including but not limited to:

- 1.18.1. Backpackers' accommodation;
- 1.18.2. Bed and breakfast accommodation;
- 1.18.3. Hotel or motel accommodation;
- 1.18.4. Serviced apartments;
- 1.18.5. Private hotel;
- 1.18.6. Boarding house;
- 1.18.7. Tourist or visitor accommodation; and
- 1.18.8. Any other short-term rentals, including but not limited to the use of online services such as Airbnb, Stayz, Gumtree, or similar.

1.19. **"Short-Term Occupier"** means a person occupying a Lot on a Short-Term Accommodation basis;

1.20. **"Statutory Declaration"** means a statutory declaration made by an Owner or Occupier in the form required by the Executive Committee having regard to the contents of this by-law;

1.21. **"Strata Manager"** means the strata managing agent engaged by the Owners Corporation from time to time;

1.22. **"Strata Plan"** means registered Strata Plan No 72040;

1.23. **"The Plan"** means the Sydney Local Environmental Plan 2012 as amended from time to time, including any succeeding instrument.

2. Where terms in this by-law are not defined, they have the same meaning those words are attributed under the Act.

3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

Short-Term Accommodation Permitted Subject to Conditions

4. Owners and Occupiers are not permitted to use, operate, or directly or indirectly facilitate the use of a Lot for Short-Term Accommodation, including by advertising the Lot or permitting the Lot to be advertised for Short-Term Accommodation, unless the Owner or Occupier provides to the Owners Corporation evidence of Council approval of the use of the Lot for Short-Term Accommodation, in which case clauses 5 to 7 of this by-law apply.

5. At least 7 days prior to using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owner and/or Occupier must pay a Bond to the Owners Corporation.

6. At least 7 days prior to using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation, the Owner and/or Occupier must provide the following documents and information to the Strata Manager and the Building Manager in respect of each Short-Term Occupier:

- 6.1. the start date and end date of their stay;
- 6.2. their full name;
- 6.3. their contact details; and
- 6.4. a certified copy of their photo identification.

7. At the start of the Short-Term Accommodation stay the Owner and/or Occupier will provide the Short-Term Occupier with a copy of all the by-laws for the Strata Plan, and will ensure that the by-laws are complied with.

Breaches of this By-Law

8. If the Executive Committee reasonably believes an Owner or Occupier is using, operating, or directly or indirectly facilitating the use of a Lot for Short-Term Accommodation in breach of the terms of this by-law, the Owners Corporation, via the Executive Committee, Strata Manager, or Building Manager may:

8.1. issue a Fine to the Owner and/or Occupier;

8.2. request that the Owner and/or Occupier provide evidence of their compliance with this by-law, including a copy of their Residential Tenancy Agreement or Council approval. Such evidence must meet the reasonable requirements of the Executive Committee, which may include a Statutory Declaration;

8.3. notify Council of the potential breach of The Plan and provide Council with all information and evidence needed to assist it to make a determination and take any necessary regulatory action;

8.4. exercise its legislative right to enforce this by-law, which may result in the issuing of a penalty order against the Owner and/or Occupier by the NSW Civil and Administrative Tribunal;

8.5. enter any part of the Lot to carry out the investigation necessary to confirm the Owner or Occupier's compliance with this by-law;

8.6. refuse to provide additional Security Keys to the Owner or Occupier; and/or

8.7. deactivate the Owner or Occupier's Security Keys.

8.8. Notwithstanding the above, the Building Manager must provide access to the owner to the secured areas of common property upon requests.

Costs

9. The Owner and/or Occupier is responsible for and will bear all Costs and Enforcement Costs.

10. Where the Owners Corporation has incurred Costs and/or Enforcement Costs on behalf of an Owner, the Owners Corporation may recover those Costs and/or Enforcement Costs from the Owner, including charging those Costs and/or Enforcement Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.

Damage

11. The Owner and/or Occupier must promptly repair any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

12. The Bond will be applied by the Owners Corporation towards the Cost of rectifying any damage to any part of the Building directly or indirectly caused by the Owner and/or Occupier's breach of this by-law.

13. Subject to clause 11 above, the Bond will be refunded to the Owner or Occupier at the conclusion of the Short-Term Accommodation stay.

14. If the Costs under clause 11 exceed the amount of the Bond, the balance will be charged to the Owner's lot account as if it were a contribution under the Act, with all the same rights of recovery to apply.

General

15. The Owner and/or Occupier will include a copy of this by-law in every Residential Tenancy Agreement.

16. The Owner Indemnifies and will keep Indemnified the Owners Corporation.

Special By-Law No. 8 – Works lot 20

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 1996 (NSW) have the meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 1996 (NSW) as amended from time to time.
5. "The Lot" means Lot 20 in Strata Plan No. 72040.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Plans" mean the diagram marked "A" and annexed to the notice of meeting at which this motion is considered.
8. "Both levels" means both the entry level and upper level of the Lot.
9. "The proposed master suite" means the existing bedrooms 2 and 3 on the entry level of the Lot, which will form a master suite following the completion of the Works.
10. "The Works" means the following works to be undertaken in relation to the Lot, in accordance with the Plans:

10.1 AIR CONDITIONING

- (a) Installing a ducted air-conditioning system to service both levels of the Lot as detailed below.
- (b) Installing an outdoor 12kw cooling and 14kw heating and condenser unit on the balcony of the Lot with the unit to be suspended on feet so that it is raised off the balcony slab and concealed with custom louvres.
- (c) Installing a 7.1kw indoor unit suspended above the kitchen bulkhead of the living/kitchen area; a 3.6kw indoor unit suspended in the ceiling void of the upper level bedroom; and a 3.6kw indoor unit suspended in the ceiling void of the proposed master suite.
- (d) Installing a custom bar grille and return air grille in the living/kitchen area and in the proposed master suite.
- (e) Installing two custom bar grilles in the upper level bedroom.
- (f) Installing condensate line in white 20mm conduit from the unit to a tundish at the nearest drain point.
- (g) Installing wall-mounted key pad controllers in the proposed master suite; the upper level living/kitchen living area and the upper level bedroom.
- (h) Installing any other necessary interconnecting pipework and control wiring running from the outdoor unit and to the indoor units in the Lot.

10.2 FLOOR COVERINGS

- (a) Removing the existing flooring in the proposed master bedroom and the entry area of the entry level of the Lot and applying self-levelling agent as required.
- (b) Removing the existing flooring on the stairs connecting the entry and upper levels of the Lot and removing the existing treads and risers on the stairs.
- (c) Attaching treads and MDF risers to the steel frame of the stairs by gluing and screwing as necessary.
- (d) Replacing the removed flooring in the proposed master bedroom with 100% carpet, with underlays and noise reduction adhesives.
- (e) Replacing the removed flooring in the entry area, living area and on the stairs with parquetry timber flooring, with 5mm Regupol direct stick acoustic parquetry underlay and one-part polyurethane adhesive to isolate the parquetry from the slab.

10.3 PROPOSED MASTER SUITE AND ENTRY AREA

- (a) Removing an internal stud wall on the entry level to create an opening between the current bedrooms 2 and 3 and installing a new stud wall to block the entrance from the entry area to the current bedroom 3 as shown on page 3 of the Plans.
- (b) Installing a sliding door between the current bedrooms 2 and 3 as shown on page 4 of the plans.
- (c) Removing the existing built-in wardrobe affixed to the south eastern wall of the current bedroom 2 as shown on page 3 of the Plans and continue the ceiling and cornice detail.
- (d) Installing built-in wardrobes in the current bedroom 3, to be affixed by gluing, screwing or bolting as necessary to the south eastern and north western walls and the adjacent ceiling and floor as shown on page 4 of the Plans.
- (e) Relocating the cupboard in the entry area so that it is affixed to the new stud wall as shown on page 3 of the Plans.
- (f) Affixing throw hinges to the door and door frame to the current bedroom 2 as shown on page 3 of the plans.

10.4 ENTRY LEVEL POWDERROOM

- (a) Renovating the existing powder room as shown on page 4 and 6 of the Plans and described below.
- (b) Removing and replacing wall and/or floor tiles including waterproofing membranes.
- (c) Installing a shower over the existing waste water point.
- (d) Installing an in-tile strip drain in the shower; a recessed 20mm stone shower shelf in the south western wall of the shower recess; and a 6mm glass shower screen, to be affixed to the north eastern wall.
- (e) Installing an exhaust fan and LED ribbon lighting in the shower recess and the installation of a 150mm wide recessed bulkhead to house the exhaust fan and LED ribbon lighting.
- (f) Affixing LED ribbon lighting to the north eastern wall recess of the powder room.
- (g) The removal, installation, replacement, or alteration of vanity, taps and any associated bathroom accessories, fittings, fixtures, and services.

10.5 UPPER LEVEL BATHROOM

- (a) Renovating the upper level bathroom as shown on pages 5 and 9 of the Plans;
- (b) Removing and replacing wall and/or floor tiles including waterproofing membranes.
- (c) Installing a 6mm glass shower screen, strip drain, 20mm stone shower shelf recess, and step in the existing bath/shower area.
- (d) Affixing a cabinet to the north western wall, to be recessed into the wall if deemed appropriate by the contracting builder and affixing a wall-hung basin, towel hooks and suspended oak shelf to the north western wall.
- (e) Installing LED ribbon lighting in the bath/shower recess and the installing a 150mm wide recessed bulkhead to house the LED ribbon lighting.
- (f) Relocating the toilet from the north western wall to the south eastern wall of the bathroom and rerouting plumbing as necessary in the cavity separating the bathroom floor from the slab;
- (g) The removal and replacement of vanity, taps and associated bathroom accessories, fittings and fixtures.

10.6 KITCHEN

- (a) The removal and replacement of floor coverings, joinery, sink, taps and associated kitchen accessories, fittings and fixtures.

10.7 GENERAL

- (a) The installation of light fittings, switches and electrical wiring and cables as shown on pages 12 and 13 of the Plans.
- (b) The installation of plumbing and gas services associated with the Works detailed above.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:

- (a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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 \$10,000,000);
- (b) if the Works are not an exempt development within the meaning of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, a copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes, and for that purpose, the Owners Corporation shall execute under seal any development application required to be lodged by the Owner under the Environmental Planning & Assessment Act 1979 provided such development application seeks approval of the Works as defined in clause A10 above;
- (c) a copy of any requisite construction certificate for the works, under Part 4A of the Environmental Planning & Assessment Act 1979;
- (d) a copy of the certificate of insurance relating to the works, under Section 92 of the Home Building Act 1989 if the value of the works exceeds \$20,000; and
- (e) 5 days' notice in writing prior to the date of commencement of the Works.

Performance of Works

5. In performing the Works, the Owner must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with the Building Code of Australia and all pertinent Australian Standards;
- (c) comply with all conditions and requirements of the local Council (if any);
- (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);
- (i) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and
- (j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

After the Works

6. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works;
- (b) a copy of any requisite compliance certificate for the Works under Part 4A of the Environmental Planning & Assessment Act 1979; and
- (c) copies of all membrane and flashing guarantees and warranties.

Damage

7. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

8. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

9. If the Owner fails to comply with any obligations under this by-law, 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; and
- (c) recover the costs of carrying out that work from the Owner.

10. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lot for the purpose of carrying out the work referred to in clause 9 above.

11. All costs payable by the Owner pursuant to clause 9 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

12. The Owner must pay for the preparation, making and registration of this by-law.

Special By-Law No. 9 – Works lot 13

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the Strata Schemes Management Act 2015 (NSW) have the meaning given to them in that Act.
4. "The Act" means the Strata Schemes Management Act 2015 (NSW) as amended from time to time.
5. "The Lot" means Lot 3 in Strata Plan No. 72040.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Plans" means the design plans prepared by Kennard Gornall, numbered A3-01 to A3-06, marked "A", and annexed to the notice of meeting at which this motion is to be considered.
8. "The Works" means the following works to be undertaken in relation to the entry level powder room of the Lot, as illustrated in the Plans:
 - (a) the removal and replacement of all wall and floor tiles, including the installation of new waterproofing membrane to the floor and shower recess;
 - (b) removal and replacement of the existing toilet suite in the same location, utilising the existing plumbing;
 - (c) the removal of the existing vanity unit and sink at the southern end of the powder room and the installation of a shower recess in the same location;
 - (d) the installation of an in-tile strip drain in the shower recess to be connected to the existing waste water plumbing and noting that there will be no additional floor waste or associated penetration of the common property slab;
 - (e) the installation of a new showerhead to the eastern wall and mixer tap to the southern wall, in the shower recess;
 - (f) the installation of a glass shower screen, in the shower recess;
 - (g) the removal of the existing sliding entry door to the powder room and the installation of a new sliding entry door to be concealed in the cavity of the internal wall on the opposite side when open;
 - (h) the installation of a wall mounted shaving cabinet to the eastern wall;
 - (i) the installation of a wall mounted sink and taps to be affixed to the eastern wall below the shaving cabinet and all associated plumbing;
 - (j) the installation of two new downlights in the ceiling of the bathroom in the same locations as the existing downlights and all associated electrical wiring;
 - (k) the installation of two double-switch power outlets in the western wall and all associated electrical wiring;
 - (l) the removal and replacement of all associated bathroom fittings, fixtures and accessories including but not limited to a new toilet roll holder and towel rail; and

(m) the installation, replacement, or alteration of any associated plumbing, gas, and/or electrical services necessary to complete the works described above.

Notation: It is noted that the installation of the shaving cabinet and wall-mounted sink as described in subclauses (h) and (i) above shall not affect or compromise the fire wall located between the internal and external parts of the eastern common property wall.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

(a) special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and

(b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:

(a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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);

(b) a copy of the certificate of insurance relating to the works, under Section 92 of the Home Building Act 1989 if the value of the works exceeds \$20,000;

(c) 5 days' notice in writing prior to the date of commencement of the Works;

(a) details of the proposed duration and times of the Works;

(b) details of the persons carrying out the Works, including qualifications to carry out the Works;

(c) arrangements to manage any resulting rubbish or debris; and

(d) if required by the Strata Committee, a dilapidation report as to the condition of the Common Property to which the Works are to be affixed and/or occupied by the Works.

5. If required do so by the Strata Committee, prior to the commencement of the Works, the Owner must pay the Owners Corporation a bond, which shall be applied and/or refunded in accordance with clauses C6 to C8 of this by-law, with the amount of the required bond (if any) to be determined by the Strata Committee.

6. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an Owner or occupier of another Lot in the strata scheme, a breach on the part of the Owner or his contractor, of an obligation under this by-law.

7. The Owners Corporation must refund the bond to the Owner within 14 days of receiving written notice from the Owner that the Works have been completed, provided that no unrepaired damage has been caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

8. The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any unrepaired damage caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

Performance of Works

9. In performing the Works, the Owner must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with the Building Code of Australia and all pertinent Australian Standards;
- (c) comply with all conditions and requirements of the local Council (if any);
- (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 8:00 am and 4:00 pm from Monday to Friday (excluding public holidays);
- (i) contact the Building Manager in advance to arrange contractor access, lift access and usage of the loading dock;
- (j) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out;
- (k) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (l) give the Building Manager access to the Lot for the purpose of inspecting the Works to ensure that they have been carried out in accordance with this by-law and the Plans, on being provided with at least 48 hours written notice.

After the Works

10. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) plans identifying the location of plumbing, gas and/or electrical services altered during the course of the Works; and
- (b) copies of all waterproofing membrane guarantees and warranties.

Damage

11. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

12. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

13. If the Owner fails to comply with any obligations under this by-law, 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; and
- (c) cover the costs of carrying out that work from the Owner.

14. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C13 above.

15. All costs payable by the Owner pursuant to clause C13 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

16. The Owner must pay for the preparation, making and registration of this by-law.

Special By-Law No. 10 – Works lot 51

1. This Owner under this by-law is the owner or owners of lot 51.
2. The Owner Works are described in the following documents which are attached to the minutes of the meeting at which this by-law is made –
 - a. scope of works prepared by Poco Designs dated 15 November 2018,
 - b. plans and drawing prepared by Poco Designs numbered ID 100-00 dated 5 November 2018,
 - c. interior services code prepared by Poco Designs numbered Issue 01 and dated 12 November 2018,
 - d. fixtures and fitting schedule prepared by Poco Designs numbered Issue 01 and dated 12 November 2018, and
 - e. sanitary fixtures and fitting schedule prepared by Poco Designs numbered Issue 02 and dated 12 November 2018
3. The Owner has the following special privileges in respect of common property:
 - a. the right to carry out the Owner Works (which include alterations and additions) on the common property, and
 - b. the right to keep the Owner Works on the common property.
4. The Owner has the right to exclusively occupy and use those part of the common property occupied by the Owner Works.
5. The Owner's rights are subject to the obligations about common property, the conditions and the owners corporation's rights.

Obligations about common property

6. The Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair the common property over which the Owner is conferred rights.

Conditions

7. Before commencing the works under this by-law, the Owner must provide the required documents, obtain approval, pay the bond and insure.
8. Required documents means plans, drawings, diagrams, certifications and reports reasonably required by the owners corporation and relevant to the Owner Works.
9. Approval means:
 - a. approvals for the Owner Works from relevant statutory authorities, and
 - b. approval for the exercise of the rights given under this by-law from relevant statutory authorities.
10. The Owner must pay \$5,000 to the owners corporation as a bond covering any loss or damage resulting from the performance of the Owner Works that are payable by the Owner under this by-law. If the bond has not been applied when the Owner Works are completed, the owners corporation must return it to the Owner on request.
11. Insure means effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation covering the Owner Works.

12. The Owner must do the following things (and ensure others also do the following) when performing the Owner Works –

- a. perform the Owner Works in accordance with the drawings and specifications approved by the relevant authorities (if applicable) and the owners corporation,
- b. perform the Owner Works in a proper and workmanlike manner,
- c. use duly licensed contractors,
- d. only perform the Owner Works at the times approved by the owners corporation,
- e. protect all affected areas of the building outside their lot from damage by the Owner Works or the transportation of construction materials, equipment, debris,
- f. transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- g. keep all affected areas of the building outside their lot clean and tidy throughout the performance of the Owner Works,
- h. remove all debris resulting from the Owner Works immediately from the building, and
- i. not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building, and
- j. comply with the requirements of relevant statutory authority concerning the performance of the Owner Works.

13. After completing the Owner Works, the Owner must obtain certification for the Owner Works from the expert nominated by the owners corporation (if certification is reasonably considered necessary by the owners corporation).

14. At all times, the Owner must Indemnify the owners corporation and Accept Liability.

15. Indemnify means to indemnify the owners corporation:

- a. for all costs of considering and making this by law, and
- b. against any loss or damage the owners corporation suffers as a result of the performance, maintenance or replacement of the Owner Works on the common property, and
- c. obtaining certification of the Owner Works incurred by the owners corporation (including legal costs), and to pay those amounts to the owners corporation upon request detailing the basis for the request and the amounts claimed.

16. Accepting Liability means to be liable for:

- a. any damage caused to any part of the common property as a result of Owner Works, and
- b. to make good that damage immediately after it has occurred.

Owners corporation's rights

17. The Owner acknowledges that if the Owner fails to comply with any obligation under this by law, the owners corporation may take steps to remedy that failure or non-compliance and in doing so the owners corporation has the right to:

- a. enter upon any part of the parcel to carry out that work, and
- b. carry out all work necessary to perform that obligation or remedy the failure,
- c. recover the costs of carrying out that work from the Owner as a debt (and include reference of that debt on levy notices and any other levy reports or information).

Special By-Law No. 11 – Works Lot 44 (amended)

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 2015* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 2015* (NSW) as amended from time to time.
5. "The Lot" means Lot 44 in Strata Plan No. 72040.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Plans" means the design plans prepared by Nathan Gornall Design numbered ID00, ID01, ID02, ID03, ID04, ID05, ID06, ID07, ID08, ID09, ID10, ID11, ID12, ID13, ID17, ID18, ID19, ID20, ID21 marked "A", and annexed to the notice of meeting at which this motion is to be considered.
8. "The Works" means the following works to be undertaken in relation to the entry level powder room of the Lot, as illustrated in the Plans:
 - (a) the installation of veneer vertical surfaces, poly vertical surfaces and stone vertical surfaces in the locations identified in Plan ID02;
 - (b) the installation of new light fittings throughout the Lot;
 - (c) the renovation of the existing kitchen comprising removing and replacing existing joinery and stone benches, the relocation of the sink to the western wall of the kitchen (which separates the kitchen and laundry) with the new sink to have its plumbing connected to the existing laundry waste;
 - (d) the relocation of the dishwasher to the northern wall of the kitchen, with the dishwasher to be plumbed into the existing laundry waste;
 - (e) the removal of the waterproofing membrane and all wall and floor tiles in the existing main bathroom and the laying of a new waterproofing membrane to comply with the requirements of the current Building Code of Australia, laying of new wall and floor tiles, the installation of a new Japanese bath and shower with the bath and shower to be on a step raised 120 mm above the remaining floor level to allow for the bath waste to connect to the existing shower waste as shown in Plans ID12 and ID13, the installation of new basin, taps, shower head, mirror, robe hook and toilet suite, with the toilet suite to be in the same location as the existing toilet suite, and with existing waste pipes and drains to be retained;
 - (f) the installation of new robes in the master bedroom and bedroom 2, storage cupboards in the bedrooms and hallway, and bookcase in bedroom 2, all as shown in Plans ID10, ID11, ID17, ID18, ID19 ID20 and ID21; and
 - (h) the installation of new power outlets, light switches and associated electrical wiring throughout the Lot.
 - (i) The removal of the waterproofing membrane and all wall and floor tiles in the Ensuite and the laying of a new waterproofing membrane and new wall and floor tiles to comply with the requirements of the current Building Code of Australia and any applicable Australian Standards, and the installation of a new shower and a new basin, taps, shower head, mirror, robe hook and toilet suite, with the toilet suite to be in the same location as the existing toilet suite, and with existing water pipes, waste pipes and drains to be retained.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

C. CONDITIONS

Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 106(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.

2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.

3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:

(a) evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (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);

(b) a copy of the certificate of insurance relating to the works, under Section 92 of the *Home Building Act 1989* if the value of the works exceeds \$20,000;

(c) 5 days' notice in writing prior to the date of commencement of the Works;

(d) details of the proposed duration and times of the Works;

(e) details of the persons carrying out the Works, including qualifications to carry out the Works;

(f) arrangements to manage any resulting rubbish or debris; and

(g) if required by the Strata Committee, a dilapidation report as to the condition of the Common Property to which the Works are to be affixed and/or occupied by the Works.

5. If required by the Strata Committee, prior to the commencement of the Works, the Owner must pay the Owners Corporation a bond, which shall be applied and/or refunded in accordance with clauses C6 to C8 of this by-law, with the amount of the required bond (if any) to be determined by the Strata Committee.

6. The Owners Corporation may apply all or any part of the bond to remedying, for its benefit or the benefit of an Owner or occupier of another Lot in the strata scheme, a breach on the part of the Owner or his contractor, of an obligation under this by-law.

7. The Owners Corporation must refund the bond to the Owner within 14 days of receiving written notice from the Owner that the Works have been completed, provided that no unrepaired damage has been caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

8. The Owners Corporation must pay any residue of the bond to the Owner after deducting such sums as have been or are to be applied to the rectification of any unrepaired damage caused by the Works to the property of the Owners Corporation or the Owner or occupier of another Lot in the strata scheme.

Performance of Works

9. In performing the Works, the Owner must:

- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
- (b) comply with the Building Code of Australia and all pertinent Australian Standards;
- (c) comply with all conditions and requirements of the local Council (if any);
- (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
- (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
- (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
- (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (h) only perform the Works between the hours of 8:00 am and 4:00 pm from Monday to Friday (excluding public holidays);
- (i) contact the Building Manager in advance to arrange contractor access, lift access and usage of the loading dock;
- (j) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out;
- (k) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins; and
- (l) give the Building Manager access to the Lot for the purpose of inspecting the Works to ensure that they have been carried out in accordance with this by-law and the Plans, on being provided with at least 48 hours written notice.

After the Works

10. After completion of the Works, the Owner must provide the Owners Corporation with:

- (a) plans identifying the location of plumbing, gas and/or electrical services altered during the course of the Works; and
- (b) copies of all waterproofing membrane guarantees and warranties.

Damage

11. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

12. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

Right to Remedy Default

13. If the Owner fails to comply with any obligations under this by-law, 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; and

(c) recover the costs of carrying out that work from the Owner.

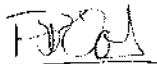
14. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause C13 above.

15. All costs payable by the Owner pursuant to clause C13 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

16. The Owner must pay for the preparation, making and registration of this by-law.

The seal of The Owners - Strata Plan No. 72040 was affixed on 24 June 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:



Digitally signed by Patrick van Oort
DN: cn=Patrick van Oort, gn=Patrick van Oort, c=Australia, o=AU e-Dynamic Property Services, ou=Dynamic Property Services, email=patrick@dynamicproperty.com.au
Reason: I am signing on behalf of the Owners Corporation under delegated authority
Location
Date: 2020-06-24 16:50:20:00

Signature:

Name(s):Patrick van Oort.....

Authority:Managing Agent.....



Mallesons Stephen Jaques

S O L I C I T O R S

SP72040

**Strata management
statement for
St. Margaret's**

Mallesons Stephen Jaques

Solicitors

Level 60

Governor Phillip Tower

1 Farrer Place

Sydney NSW 2000

Telephone (61 2) 9296 2000

Fax (61 2) 9296 3999

DX 113 Sydney

Strata management statement for St. Margaret's

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Strata management statement for St. Margaret's

Part 1

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St. Margaret's and the strata management statement

1 What is a strata management statement?

1.1 Management of the building

A strata management statement is a set of rules that regulate the management and operation of a building where part or whole of the building is subdivided by a strata scheme or schemes. This type of structure is called a "part building strata scheme". *Alba (B1)*, *Henry (B2)*, and *Ivy (B3)* and *Carpark* are part building strata schemes.

1.2 Part building strata schemes

Under the *Development Act*, a building management committee manages a building containing a part building strata scheme (or schemes). The members of a building management committee are the *owners corporations* and owners of *stratum lots*. In this management statement, the building management committee is called the *committee*.

1.3 Rights and obligations

A strata management statement confers rights and imposes obligations on the owners corporations and owners and occupiers of lots in a building in which there is a part building strata scheme. It contains provisions about a wide range of issues including meetings, financial management and the maintenance of shared facilities.

2 About St. Margaret's

2.1 Overview

- (a) *St. Margaret's* comprises 4 luxury apartment buildings, with residential parking in *Carpark*.
- (b) *St. Margaret's* also contains the *Lot 2* which:
 - (i) may include a community facility owned by the *Council*; or
 - (ii) may include a commercial component owned privately.

See clause 6 ("Use of Lot 2") for more information.

- (c) *St. Margaret's Commercial* is a retail and commercial precinct comprising exclusive shops, cafes and similar retail areas, commercial and visitor carparking and other commercial areas. All of the public access areas are in *St. Margaret's Commercial*.

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2.2 What are the different components in St. Margaret's?

St. Margaret's has seven distinct components. The owner of each component is a *member* of the *committee* and must comply with this management statement. If a component is a strata scheme, the member is the *owners corporation* for the strata scheme.

The components of *St. Margaret's* are:

Component	Description	Member
<i>Lot 2</i>	The <i>Lot 2</i> is a <i>stratum lot</i> . See clauses 2.1 and 6 for more information.	<i>Lot 2 Owner</i>
<i>St. Margaret's Commercial</i>	A <i>stratum lot</i> or strata scheme comprising commercial, carparking components and roof areas.	<i>St. Margaret's Commercial Owner</i>
<i>Carpark</i>	A strata scheme comprising <i>carpark lots</i> for residents and the <i>Healthclub</i> .	<i>Carpark Owner</i>
<i>Alba (B1)</i>	A strata scheme comprising approximately 53 residential lots.	<i>Alba (B1) Owner</i>
<i>Henry (B2)</i>	A strata scheme comprising approximately 14 residential lots.	<i>Henry (B2) Owner</i>
<i>Ivy (B3)</i>	A strata scheme comprising approximately 61 residential lots.	<i>Ivy (B3) Owner</i>
<i>Jasper (B5)</i>	A <i>stratum lot</i> or strata scheme comprising approximately 88 residential apartments or lots.	<i>Jasper (B5) Owner</i>

2.3 Management structure

The *committee* is responsible for operating and managing *St. Margaret's* on behalf of the *members*. Each *member* is a member of the *committee*. Each *member* appoints a *representative* to attend and vote for them at *meetings*. See clause 19 ("What are the rights and obligations of members") for more information.

2.4 The construction period

St. Margaret's is being constructed in stages. The management structure and arrangements in this statement reflect those that will operate on completion of *St. Margaret's* as described in clause 2.2 ("What are the different components in *St. Margaret's*"). There are transitional arrangements for the *construction period* in this statement about issues like:

- (a) complying with the *Architectural Code* (see clause 5.4);
- (b) preparing budgets and levying contributions (clause 37.4); and

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- (c) contributing to the costs of *shared facilities* (clause 45.7).

2.5 Who assists the committee perform its functions?

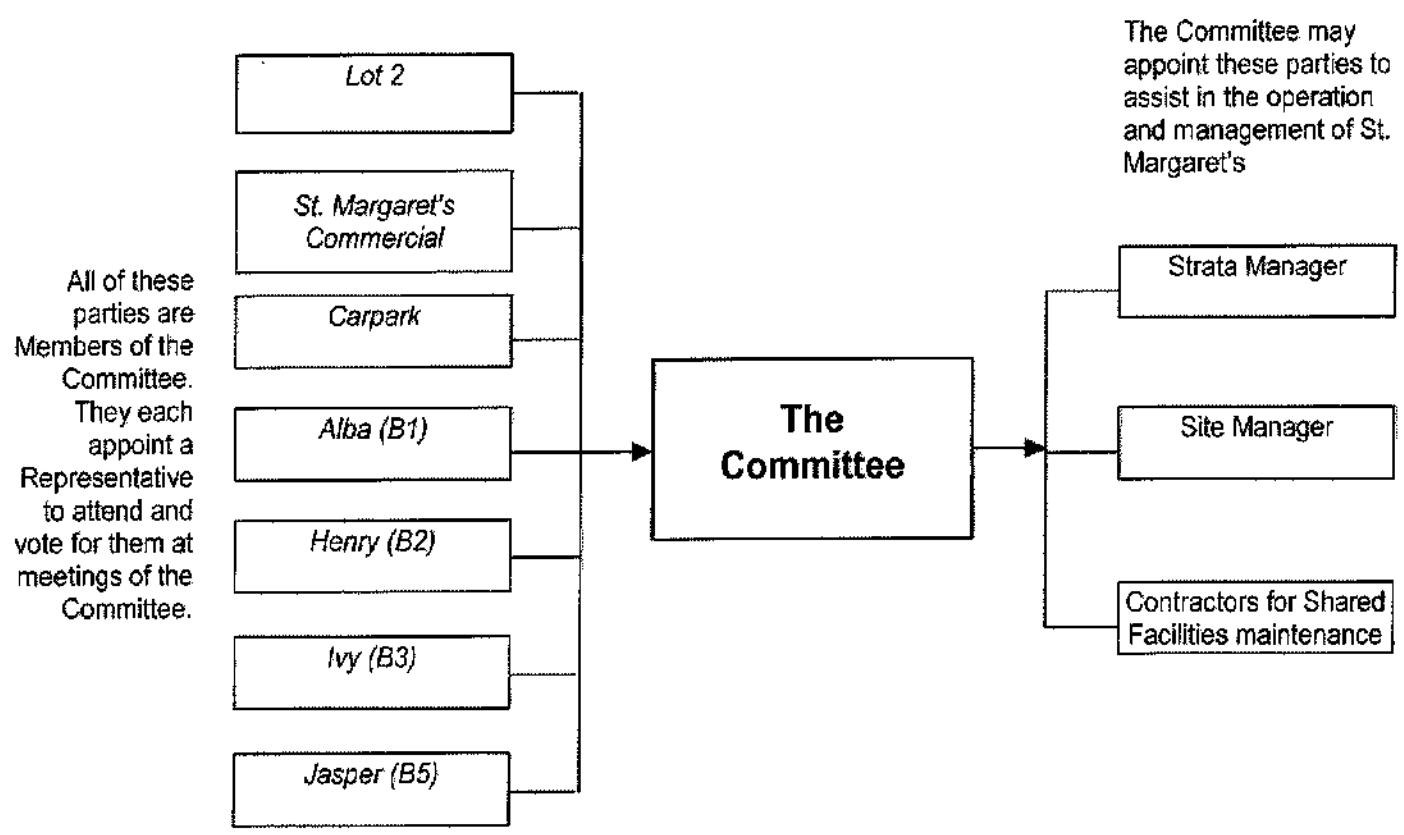
The *committee* has the power to appoint various persons to assist it perform its functions. For example, the *committee* may:

- (a) appoint a *strata manager* to assist in the operation and management of *St. Margaret's* and perform secretarial and financial functions; and
- (b) enter into contracts with various *service providers* for the operation, maintenance, repair and replacement of *shared facilities*.

The powers of the *committee* are explained in more detail in part 2 of this management statement.

2.6 Overview of management structure

In summary, the management structure for *St. Margaret's* looks like this:



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3 How does this management statement work?

3.1 How is this management statement set out?

There are eight parts in this management statement:

Part 1
St. Margaret's and the
strata management
statement

Part 1 explains the management structure of *St. Margaret's* and who must comply with this management statement.

Part 2
Rights and obligations
of the committee

Part 2 explains the rights and obligations of the *committee*. It contains operational information about the *committee* and about appointing *service providers* to assist the *committee* to perform its functions.

Part 3
Rights and obligations
of members, owners
and occupiers

Part 3 explains the rights and obligations of *members, owners* and *occupiers*. It includes provisions about insurance, disputes and access rights.

Part 4
Meeting procedures
and resolutions

Part 4 explains the procedures for convening and holding *meetings*, quorums for *meetings* and the types of resolutions required for decisions of the *committee*.

Part 5
Financial management

Part 5 explains the procedures for preparing budgets, financial statements and levying processes for contributions to meet costs under this management statement.

Part 6
Shared facilities

Part 6 explains how *shared facilities* work and are paid for by the *members*.

Part 7
Miscellaneous

Part 7 explains the procedures for resolving disputes and how to serve notices.

Part 8
Dictionary

Part 8 explains the meaning of words written in italics and how to interpret this management statement.

3.2 What is the effect of this management statement?

This management statement has effect as an agreement under seal.

4 Who must comply with this management statement?

4.1 General obligations

Persons who must comply with this management statement are:

- (a) the *owners corporations*; and
- (b) *owners* and *occupiers*.

4.2 By-laws for strata schemes

The by-laws for the strata schemes contain obligations with which *owners* and *occupiers* of *apartments*, *commercial lots* and *carpark lots* must comply (in addition to this management statement).

5 Architectural Code

5.1 Why have an Architectural Code?

The *Architectural Code* helps to preserve the architectural integrity of *St. Margaret's* and *St. Margaret's Commercial*.

5.2 What is the Architectural Code?

The *Architectural Code* is in schedule 3 of this management statement. Subject to this management statement, *members*, *owners* and *occupiers* must:

- (a) comply with the *Architectural Code*; and
- (b) obtain necessary consents from the *committee* according to the *Architectural Code*.

The *Architectural Code* explains:

- (c) how to apply for consent under the *Architectural Code*;
- (d) how to ask the *committee* to amend, add to or repeal part of the *Architectural Code*.

5.3 Changing the Architectural Code

The *committee* may amend, add to or repeal parts of the *Architectural Code* only by *unanimous resolution*.

5.4 Compliance during the construction period

During the *construction period*, the *developer* does not need consent under the *Architectural Code* to construct and fitout the buildings, retail areas and associated services for *St. Margaret's Commercial*, *Lot 2* (if it not owned by Council for community facility purposes), *Alba (B1)*, *Henry (B2)*, *Ivy (B3)* or *Jasper (B5)* provided that the works comply with the *Architectural Code* and the *development approval*.

6 Use of Lot 2

6.1 Community Facility

At the date of registration of this management statement:

- (a) the development approval for *St. Margaret's* issued by *Council* requires the *developer* to use transfer title of *Lot 2* to *Council* for use as a community facility prior to the occupation certificate for *Ivy (B3)* being issued;

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- (b) the *developer* and *Council* have agreed the terms of easements and public positive covenants which must be registered to govern the use of *Lot 2* as a community facility;
- (c) the *developer* has applied to *Council* for a modification to the development approval for *St. Margaret's* to (among other things):
 - (i) waive the requirement for the title to *Lot 2* to be transferred to *Council* for use as a community facility on the basis that a community facility will be incorporated as part of another development near *St. Margaret's*; and
 - (ii) permit other uses of *Lot 2* including use as a commercial or residential or mixed-use precinct.
- (d) the cost allocations for *shared facilities* set out in Schedule 2 of this management statement are calculated on the assumption that *Lot 2* will be owned by *Council* and used as a community facility;
- (e) if *Lot 2* is retained by the *developer*, the *developer* may (but is not obliged to) seek consent from *Council* and other *government agencies* as applicable to operate a commercial premises which may include a licensed premises.

6.2 Members obligations

- (a) Each member must:
 - (i) give all approvals and sign all documentation required to enable registration of easements and covenants over parts of *St. Margaret's* as required by *Council* if the *developer's* application to modify the development approval for *St. Margaret's* is not granted; or
 - (ii) give all approvals and sign all documentation required to change the cost allocation for shared facilities if required by and as calculated by the *developer* (acting reasonably).

Strata management statement for St. Margaret's

Part 2

Rights and obligations of the committee

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7 The committee

7.1 Establishing the committee

The *members* must:

- (a) establish the *committee* within one month after this management statement is registered; and
- (b) always have a *committee*.

7.2 Members of the committee

From the end of the *construction period*, the members of the *committee* are:

- (a) each of the *owners corporations*; and
- (b) each owner of a *stratum lot*, if any.

8 Functions and powers of the committee

8.1 What are the functions?

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

- (a) to comply with its obligations and perform its functions according to the *Management Act*, the *Development Act* and this management statement;
- (b) to make decisions about the matters in this management statement;
- (c) to convene and hold *meetings* and *emergency meetings*;
- (d) to determine *administrative fund* contributions and the *sinking fund* contributions to meet the costs for performing the functions of the *committee*;
- (e) to operate, maintain, renew and replace *shared facilities* according to this management statement;
- (f) to deal with and make decisions about *shared facilities* according to this management statement;
- (g) to effect insurances according to the *Management Act* and this management statement;
- (h) to monitor the performance by *members, owners and occupiers* of their obligations under the *Management Act*, the *Development Act* and this management statement;

- (i) to monitor the performance of the *strata manager*; and
- (j) to perform ancillary functions necessary to carry out the functions and perform the obligations of the *committee*.

8.2 How to make decisions

The *committee* may make decisions only according to this management statement and:

- (a) at a properly convened *meeting* or *emergency meeting*; and
- (b) by *resolution* or *unanimous resolution*.

8.3 Power to contract and make appointments

Subject to this clause, the *committee* has the power to:

- (a) enter into contracts or other arrangements with *service providers* to assist the *committee* perform its functions and comply with its obligations;
- (b) appoint consultants and experts to advise and assist the *committee* in the administration and performance of its functions and the compliance with its obligations; and
- (c) appoint persons (eg a *member*) to act as its agent to enter into contracts or other arrangements on its behalf.

8.4 Making rules

- (a) The *committee* may make *rules* to assist in the proper management, operation, maintenance and control of *St. Margaret's*. However, when the *committee* makes a *rule* it must take into account the mixed use nature of *St. Margaret's* and the various components in *St. Margaret's*.
- (b) *Rules* must not interfere with the operations and management of the *St Margaret's Commercial* or *Lot 2*. In particular, *rules* must not impede upon the *St Margaret's Commercial Owner's* business and commercial operations in managing and operating the public carpark as permitted:
 - (i) at law (including any requirements of *Council* or any *government agency* having jurisdiction over *St. Margaret's*); and
 - (ii) under any restrictions or covenants set out in the *Easements*,which may include (among other things) a right to charge fees for parking.

8.5 Architectural and amenity code

The *committee* may adopt an architectural and amenity code to protect the architectural and landscaping integrity of *St. Margaret's*. However, when the

committee adopts the code it must take into account the mixed use nature of *St. Margaret's* and the various components in *St. Margaret's*.

9 Officers of the committee

9.1 What officers must the committee appoint?

The *committee* must appoint as *officers* a *secretary*, a *treasurer* and a *chairperson*.

9.2 Eligibility for election

To be eligible for election as an *officer*, you must be:

- (a) a *representative*;
- (b) a *substitute representative*; or
- (c) the *strata manager*.

9.3 Appointment of officers

The *committee* must appoint its *officers* within one month after this management statement is registered. The *committee*:

- (a) may appoint you (if you are eligible for appointment) to hold the position of one or more *officer*;
- (b) may appoint new *officers* at any time; and
- (c) must immediately appoint a replacement *officer* if an existing *officer* vacates their position as an *officer*.

9.4 Vacating the position of an officer

You vacate your position as an *officer* if:

- (a) you cease to be a *representative*, *substitute representative* or the *strata manager*;
- (b) the *committee* dismisses you from your position;
- (c) the *committee* appoints a replacement *officer* to fill your position; or
- (d) you resign in writing from your position. You must serve notice on the *committee* of your resignation and the date from which it will become effective.

10 Functions of officers

10.1 Exercising functions

An *officer* must perform their functions according to this management statement, the *Management Act*, the *Development Act* and the directions of the *committee*.

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10.2 The secretary

In addition to the functions elsewhere in this management statement, the functions of the *secretary* are:

- (a) to convene *meetings* and *emergency meetings*;
- (b) to prepare and distribute notices, agendas and minutes for *meetings* and *emergency meetings*;
- (c) to serve notices for the *committee*;
- (d) to answer communications sent to the *committee*;
- (e) to perform administrative and secretarial functions for the *committee*;
- (f) to keep records (other than records which the treasurer must keep) for the *committee* according to this management statement and the *Management Act*; and
- (g) to make the books and records of the association available for inspection according to clause 25 ("Inspecting the books and records of the committee").

10.3 The treasurer

In addition to the functions elsewhere in this management statement, the functions of the *treasurer* are:

- (a) to prepare budgets for the *administrative fund* and *sinking fund*;
- (b) to prepare *outstanding levy certificates*;
- (c) to prepare (or arrange for the preparation of) financial statements;
- (d) to prepare (or arrange for the preparation of) audit reports;
- (e) to send notices of *administrative fund* and *sinking fund* contributions to *members*;
- (f) to collect contributions from *members*;
- (g) to receive, acknowledge, bank and account for contributions and other money paid to the *committee*;
- (h) to pay accounts; and
- (i) to keep accounting records for the *committee*.

10.4 The chairperson

The function of the *chairperson* is to preside at each *meeting* and *emergency meeting* at which the *chairperson* is present. If the *chairperson* does not attend a *meeting* or an *emergency meeting*, the persons present at the meeting may appoint another *representative*, *substitute representative* or the *strata manager* to preside at that meeting only.

10.5 Officer's liability

An *officer* of the *committee* is not liable for any loss or damage caused by their actions as an *officer* of the *committee* unless that *officer* acted fraudulently or negligently.

11 Appointing a strata manager

11.1 Purpose of the agreement

The *committee* has the power to appoint and enter into agreements with a *strata manager* to assist the *committee* perform its functions and, in particular, perform the functions of the *secretary* and *treasurer*.

11.2 Qualifications of the strata manager

The *strata manager* must have the licences required by law to be a strata managing agent.

11.3 Delegation of functions

Subject to this clause, the *committee* may delegate to the *strata manager* some of all of the functions of the *committee* and the *officers*.

11.4 What functions may not be delegated?

The *committee* must not delegate these functions to the *strata manager*:

- (a) this power of delegation;
- (b) functions which the *committee* may exercise only by *unanimous resolution*;
- (c) the function to determine *administrative fund* and *sinking fund* contributions; and
- (d) functions which the *committee* decides by *unanimous resolution* may be performed only by the *committee*.

11.5 Form of agreement

An agreement between the *committee* and the *strata manager* must:

- (a) be in writing and be signed by each *member* and the *strata manager*;
- (b) reserve the power for the *committee* and the *officers* to continue to exercise the functions which the *committee* has delegated to the *strata manager*;
- (c) allow the *strata manager* to terminate the agreement if the *strata manager* is not appointed by the *owners corporations* as their strata managing agent; and
- (d) contain provisions about the rights of the *committee* and the *strata manager* to terminate the agreement early if a party does not perform their obligations under the agreement.

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11.6 Term of the appointment

The term of the initial agreement between the *committee* and the *strata manager* must not exceed 5 years. The term of a new agreement may be for the period determined by the *committee* (acting reasonably).

11.7 Remuneration

The remuneration of the *strata manager* for the first year of the initial agreement under this clause must not exceed \$10,000. The remuneration of the *strata manager* for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the *committee* (acting reasonably).

12 Appointing a site manager

12.1 Purpose of the agreement

The *committee* has the power to appoint and enter into agreements with a *site manager* to provide operational and management services for *St. Margaret's* and, in particular, to assist the *committee* perform its functions in relation to *shared facilities* (and *common property* subject to clause 12.2(b)).

12.2 Services to the committee and members

The *site manager* may provide:

- (a) services to the *committee* which *members* must pay for according to the proportions set out in clause 40 ("Paying contributions"); and
- (b) services for an individual *member* (at the request of a *member*) in relation to *common property* which must be paid for or reimbursed to the *site manager* by the relevant *member* according to the terms agreed between the *site manager* and that *member* (which may be recorded in the same document as the agreement contemplated in clause 12.2(a)).

12.3 Form of agreement

Subject to the law, an agreement between the *committee* and the *site manager* must:

- (a) be in writing and be signed by each *member* (or a person appointed by the *committee* under clause 8.3(c) ("Power to contract and make appointments")) and the *site manager*; and
- (b) allow the *site manager* to terminate the agreement if the *site manager* is not appointed by two or more of the *owners corporation* as their caretaker under the relevant by-laws; and
- (c) contain provisions about the rights of a *committee* and *site manager* to terminate the agreement early if the party does not comply with or perform their obligations under the agreement.

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12.4 Term of the appointment

The term of the first agreement between the *committee* and the *site manager* must not exceed two years. The term of a new agreement may be for the period determined by the *committee* (acting reasonably) but, in any event, should not exceed the maximum period allowed by law.

12.5 Remuneration

The remuneration of a *site manager* for the first year of the first agreement under this clause must reflect market practices for comparable buildings having due regard to any difference in the number of strata schemes and *stratum lots*, and the scope of the site management duties, in those comparable buildings.

The remuneration of the *site manager* for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the *committee* (acting reasonably).

12.6 Duties

The duties of the *site manager* under an agreement may include:

- (a) supervising contracts entered into by the *committee* or by the *strata manager* on behalf of the *committee* and, in particular, contracts for garbage and waste removal, security, fire services, lifts and services; and
- (b) doing anything else which the *committee* considers is necessary for the operation and management of *shared facilities* and *St. Margaret's*.

12.7 Site Management Areas

- (a) The *committee* may allow the *site manager* to use an area designated by the *members* to provide operational and management services for *St. Margaret's* to the exclusion of the *members, owners and occupiers* subject to:
 - (i) any relevant by-laws applying to *members* which are *owners corporations*; and
 - (ii) any lease, licence or other arrangement entered into between the *committee* and the *member* owning the component where the designated area is located.
- (b) The *committee* may include such designated areas as a *shared facility* and allocate costs associated with those areas in accordance with this management statement.

12.8 Member services

The *site manager* may enter into separate agreements with *members* for provision of services to *members, owners and occupiers* on the terms, and for the cost, agreed between the parties.

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12.9 Delegation of functions

The *committee* must not delegate to the *site manager* any of the functions of the *committee* and the *officers*.

13 Appointing a cleaner

13.1 Purpose of the agreement

The *committee* has the power to appoint and enter into agreements with a *cleaner* to provide cleaning services for *St. Margaret's* and in particular the *shared facilities* (and *common property* subject to clause 13.2(b)).

13.2 Services to the committee and members

The *cleaner* may provide:

- (a) services to the *committee* which *members* must pay for according to the proportions set out in clause 40 ("Paying contributions"); and
- (b) services for an individual *member* (at the request of a *member*) in relation to *common property* which must be paid for or reimbursed to the *cleaner* by the relevant *member* according to the terms agreed between the *cleaner* and that *member* (which may be recorded in the same document as the agreement contemplated in clause 13.2(a)).

13.3 Form of agreement

Subject to the law, an agreement between the *committee* and the *cleaner* must:

- (a) be in writing and be signed by each *member* (or a person appointed by the *committee* under clause 8.3(c) ("Power to contract and make appointments")) and the *cleaner*; and
- (b) contain provisions about the rights of a *committee* and *cleaner* to terminate the agreement early if the party does not comply with or perform their obligations under the agreement.

13.4 Term of the appointment

The term of the first agreement between the *committee* and the *cleaner* must not exceed two years. The term of a new agreement may be for the period determined by the *committee* (acting reasonably) but, in any event, should not exceed the maximum period allowed by law.

13.5 Remuneration

The remuneration of a *cleaner* for the first year of the first agreement under this clause must reflect market practices for comparable buildings having due regard to any difference in the number of strata schemes and *stratum lots*, and the scope of the cleaning duties, in those comparable buildings.

The remuneration of the *cleaner* for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the *committee* (acting reasonably).

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13.6 Duties

The duties of the *cleaner* under an agreement may include:

- (a) cleaning and waste removal or waste management services in relation to *shared facilities*.
- (b) doing anything else which the *committee* considers is necessary for the operation and management of *shared facilities* and *St. Margaret's*.

13.7 Cleaners Areas

- (a) The *committee* may allow the *cleaner* to use an area designated by the *members* to provide operational and management services for *St. Margaret's* to the exclusion of the *members, owners and occupiers* subject to:
 - (i) any relevant by-laws applying to *members* which are *owners corporations*); and
 - (ii) any lease, licence or other arrangement entered into between the *committee* and the *member* owning the component where the designated area is located.
- (b) The *committee* may include such designated areas as a *shared facility* and allocate costs associated with those areas in accordance with this management statement.

13.8 Member services

The *cleaner* may enter into separate agreements with *members* for provision of services to *members, owners and occupiers* on the terms, and for the cost, agreed between the parties.

13.9 Delegation of functions

The *committee* must not delegate to the *cleaner* any of the functions of the *committee* and the *officers*.

14 Rights of the committee to do work in an emergency

14.1 What power does the committee have?

In an emergency, the *committee* may do anything in *St. Margaret's* which you should have done under this management statement but which, in the opinion of the *committee* acting reasonably, you have not done or have not done properly.

14.2 Entering parts of St. Margaret's

To exercise its rights under this clause, the *committee* may:

- (a) enter your part of *St. Margaret's* and stay there for a long as necessary; and
- (b) do what is required to remedy the emergency

provided that the *committee* does not interfere unreasonably with the lawful use of your part of *St. Margaret's*.

14.3 What are your obligations?

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

14.4 Damages

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

14.5 Interpreting this clause

In this clause, references to the *committee* include persons authorised by the *committee* and *service providers*.

15 Insurance requirements

15.1 Statutory insurance

In accordance with the *Management Act*, the *committee* must effect building insurance for *St. Margaret's*.

15.2 Required insurances

In addition to its statutory obligation to effect building insurance, the *committee* must also:

- (a) effect machinery breakdown insurance for *shared facilities* plant and equipment which is not covered under warranty;
- (b) effect public liability insurance for *shared facilities* for a cover of not less than the amount prescribed by section 87 of the *Management Act* for an owners corporation;
- (c) effect workers compensation insurance if required by law; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

15.3 Optional insurances

The *committee* may effect other types of insurance including, but not limited to, office bearers liability insurance for its *officers*.

15.4 Valuations

The *committee* must have *St. Margaret's* valued for insurance purposes at least every three years. The valuation must be done by a qualified valuer or quantity surveyor who has:

- (a) a minimum of five years experience; and

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- (b) experience in valuing for insurance purposes buildings like *St. Margaret's*.

The *committee* must have the first valuation carried out within six months after this management statement is registered.

15.5 Building sum insured

The *committee* must insure *St. Margaret's* for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the *committee* acting reasonably).

15.6 Regular review of insurances

Each year the *committee* must:

- (a) review its current insurance policies;
- (b) decide whether it needs new policies and, if so, effect those policies; and
- (c) decide whether it needs to adjust current policies and, if so, adjust those policies.

The *secretary* must include a motion on the agenda for a *meeting* to determine these matters.

15.7 Insuring for new risks

The *committee* must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the *committee* or *shared facilities*.

15.8 Insurance records

The *committee* must:

- (a) keep with its books and records all duplicate or certified copies of insurance policies, renewal certificates and endorsement slips for insurances it effects under this clause; and
- (b) provide a certificate of currency to each *member* after it renews an existing policy, alters an existing policy or effects a new policy.

16 Keeping books and records

16.1 Obligations of the committee

The *committee* must keep books and records relating to the exercise of its functions according to this clause.

16.2 Which books and records must the committee keep?

Books and records that the *committee* must keep include, without limitation:

- (a) an up-to-date copy of this management statement;

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- (b) its agreement with the *strata manager*;
- (c) its agreements with *service providers*, contractors, tradespersons and any other persons in relation to *shared facilities*;
- (d) an up-to-date record of address and other details for each *member*, *representative* and *substitute representative* provided by *members* according to clause 27 ("What contact details must you provide to the committee");
- (e) notices and minutes of *meetings* and *emergency meetings*;
- (f) voting papers for *meetings* and *emergency meetings*;
- (g) financial statements;
- (h) copies of *outstanding levy certificates*;
- (i) audit reports;
- (j) budgets;
- (k) notices served on the *committee*;
- (l) correspondence sent to and by the *committee*;
- (m) insurance records; and
- (n) all other records relating to the administration and operation by the *committee* of *St. Margaret's*.

16.3 How long are records kept?

The *committee* must keep copies of its records for a least seven years from the date of the record.

17 Power of the committee to act on behalf of the members

17.1 Acting as agent

Each *member* agrees that the *committee* (or a person appointed by the *committee*) may act as agent for all the *members* and take legal proceedings about:

- (a) the failure of a *member* to pay *administrative fund* or *sinking fund* contributions;
- (b) the failure of a *member* to comply with its obligations under this management statement; and
- (c) the failure of an *owner* or *occupier* to comply with their obligations under this management statement.

17.2 Appointment as agent and attorney

Each *member* appoints the *committee* as its agent and attorney to enable the *committee* or a person appointed by the *committee* to take any action authorised by *resolution*.

17.3 Legal proceedings by a member

This clause does not prevent a *member* from taking legal proceedings in its own name.

18 Consents by the committee

18.1 How may consent be given?

The *committee* may give consents under this management statement only at a *meeting* or an *emergency meeting*. Unless a clause states otherwise, the *committee* may give consents under this management statement by *resolution*.

18.2 Conditional consent

The *committee* may make conditions if it grants consent under this management statement.

18.3 Revoking consent

The *committee* may revoke its consent if the person who has been granted the consent does not comply with:

- (a) conditions made by the *committee* when it granted the consent; and
- (b) the clause under which the *committee* granted the consent.

Strata management statement for St. Margaret's

Part 3

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Rights and obligations of members, owners and occupiers

19 What are the rights and obligations of members?

19.1 General obligations

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

- (a) act reasonably and in good faith in your dealings with the *committee*, other *members*, *owners* and *occupiers*;
- (b) promptly comply with your obligations under this management statement, the *Management Act* and the *Development Act*;
- (c) ensure, as far as is reasonable, that *St. Margaret's* is efficiently managed to a standard appropriate to its permitted uses;
- (d) promptly pay your *administrative fund* contributions and *sinking fund* contributions and other amounts you owe the *committee* under this management statement;
- (e) effect and maintain the insurances required by the *Management Act* and this management statement;
- (f) ensure the *committee* is properly constituted;
- (g) comply with decisions of the *committee*; and
- (h) comply with *rules*.

19.2 Voting rights

If you are a *member*, you have the right to vote at *meetings* and *emergency meetings* according to part 4.

19.3 Shared facilities

If you are a *member* you must not interfere with *shared facilities* other than according to this management statement.

19.4 Maintenance requirements

Except for *shared facilities* and subject to this management statement, if you are a *member* you must, at your cost:

- (a) maintain and keep in good repair the part of *St. Margaret's* that you own;

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- (b) maintain and keep in good repair the facade and other external finishes, fixtures or fittings in the part of *St. Margaret's* that you own; and
- (c) maintain, inspect and operate plant and equipment owned or used exclusively by you to a standard recommended by the manufacturer or the applicable Australian standard.

19.5 Damage

If you are a *member* you are liable for damage or loss you cause to each other *member*, an *owner* or an *occupier* if you do or fail to do something under this management statement. However, your liability does not include damage or loss caused or contributed to by the *member*, *owner* or *occupier* suffering the damage or loss.

In this clause 19.5, a reference to a *member* includes the *representative*, *substitute representative*, contractors, employees and agents of the *member*.

20 Appointing a representative and a substitute representative

20.1 Appointment of representatives

If you are a *member*, you must appoint a *representative* to represent and vote for you at *meetings* and *emergency meetings*.

20.2 Appointment of substitute representatives

If you are a *member*, you may appoint a *substitute representative* to represent you at *meetings* and *emergency meetings* if your *representative* cannot attend.

20.3 Eligibility for appointment

Representatives and *substitute representatives* must be natural persons.

20.4 Notice of appointment

You must serve notice on the *committee* when you appoint a *representative* or *substitute representative*. The notice must contain the information in clause 27 ("What contact details must you provide to the committee").

20.5 Appointing a new representative or substitute representative

If you are a *member*, you may appoint a new *representative* or *substitute representative* at any time. You must serve notice on the *committee* of the new appointment according to clause 27 ("What contact details must you provide to the committee"). The appointment of your previous *representative* or *substitute representative* is terminated when the *committee* receives your notice of the new appointment.

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20.6 Acts by representatives

Anything done for you by your *representative* or *substitute representative* has the same effect as if you did it.

21 What are the obligations of owners and occupiers?

21.1 General obligations

In addition to your obligations elsewhere in this management statement, if you are an *owner* or an *occupier* you must:

- (a) promptly comply with your obligations under this management statement, the *Management Act* and the *Development Act*;
- (b) comply with decisions of the *committee*; and
- (c) comply with *rules*.

21.2 Shared facilities

If you are an *owner* or an *occupier*, you must not interfere with *shared facilities* other than according to this management statement.

22 Additional obligations for the owners corporation

22.1 Notices of meetings

The *owners corporation* must give each *member* notices of its general meetings and meetings of its executive committee as if the *member* receiving the notice is a member of the *owners corporation* or its executive committee.

22.2 Attendance at meetings

The *owners corporation* must allow the *representatives* or *substitute representatives* of each other *member* to:

- (a) attend its general meetings and meetings of its executive committee; and
- (b) address meetings in regard to matters affecting this management statement or that *member*.

22.3 By-laws

The *owners corporation* must not make by-laws that are inconsistent with this management statement. If there is an inconsistency between the by-laws and this management statement, the *owners corporation* must amend the inconsistent by-law to make it consistent with this management statement.

23 Rights of access

23.1 General requirement

When the *committee, members, owners* and *occupiers* exercise their rights to access parts of *St. Margaret's*, they must not interfere unreasonably with your lawful use of that area.

23.2 Access in an emergency

In an emergency you must give *members, owners* and *occupiers* access to fire stairs, passages and all other egress routes in your part of *St. Margaret's* necessary to exit *St. Margaret's*.

23.3 Access to shared facilities

You must give the *committee* and other *members, owners* and *occupiers* access to use, maintain, repair and replace *shared facilities* located in your part of *St. Margaret's* according to this management statement.

23.4 Notice requirements

The *committee, members, owners* and *occupiers* must give you reasonable notice before they require access to your part of *St. Margaret's* to maintain, repair or replace *shared facilities*.

23.5 When is access available?

Except in an emergency, the *committee, members, owners* and *occupiers* may gain access under this clause to your part of *St. Margaret's* only:

- (a) during the hours determined by this management statement or reasonably agreed to by you; and
- (b) subject to this management statement, according to your reasonable requirements.

23.6 Paying costs

Subject to this management statement, the *committee* or a *member* must pay all of their costs associated with them gaining access to parts of *St. Margaret's* under this clause.

24 Obligations for insurance

24.1 Public liability insurance

If you are a *member*, you must effect public liability insurance with the same insurer appointed by the *committee* for its public liability policy.

24.2 Machinery breakdown and contents

If you are a *member*, you must effect with the insurer appointed by the *committee* for its building policy:

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- (a) machinery breakdown insurance for plant and equipment in your part of *St. Margaret's* that is not a *shared facility* and is not covered under warranty; and
- (b) for the *owners corporation*, contents insurance for its *common property*.

24.3 Actions that may increase premiums

You must have consent from the *committee* to do anything which might:

- (a) void or prejudice insurances effected by the *committee*; or
- (b) increase an insurance premium paid by the *committee*.

24.4 Paying for additional premiums

If you do anything to increase an insurance premium paid by the *committee*, you must pay the amount by which the premium is increased. The *committee* may add the amount to your *administrative fund* contribution.

25 Inspecting the books and records of the committee

25.1 Who is entitled to inspect the books and records?

You may inspect the books and records of the *committee* if you are a *member*, an *owner* or an *occupier* (or a person authorised in writing by them).

25.2 What is the procedure?

The procedure for inspecting the books and records of the *committee* is:

- (a) the applicant must apply in writing to the *secretary*; and
- (b) the applicant must pay the *committee* an inspection fee of \$20.00 for the first hour of the inspection and \$10.00 for each half hour after that (or other amounts the *Management Act* requires for the inspection of the books and records of an owners corporation).

25.3 Time for the inspection

The *secretary* must allow an applicant to inspect its books and records within 10 *business days* after the applicant makes a written application and pays the inspection fee.

25.4 Taking copies of records

At the cost of the applicant, the applicant may take extracts from or copy the books and records. The applicant cannot remove the books and records unless the *secretary* agrees.

26 Obtaining an outstanding levy certificate

26.1 Who may apply for a certificate?

If you are a *member*, you or a person authorised in writing by you may apply for an *outstanding levy certificate*.

26.2 Procedure to obtain a certificate

The procedure for obtaining an *outstanding levy certificate* is:

- (a) the applicant must apply in writing to the *treasurer*; and
- (b) the applicant must pay the *committee* a fee of \$70.00 (or other amounts for a certificate under section 109 of the *Management Act*).

26.3 Information to be included in a certificate

The *treasurer* must include in an *outstanding levy certificate* the following information in relation to the *member* specified in the application:

- (a) the amount of the regular periodic *administrative fund* contributions and the periods for which the contributions are payable;
- (b) the amount of the regular periodic *sinking fund* contributions and the period for which the contributions are payable;
- (c) the amount of any unpaid *administrative fund* contributions or *sinking fund* contributions;
- (d) any amount recoverable for work carried out by the *committee* according to clause 14 ("Rights of the committee to do work in an emergency");
- (e) any amount and rate of interest payable to the *committee* under this management statement; and
- (f) any other information the *committee* instructs the *treasurer* to include in the *outstanding levy certificate*.

26.4 When must the certificate be given?

The *treasurer* must provide an *outstanding levy certificate* within 10 *business days* after receiving an application.

26.5 Certificate is evidence of matters in it

An *outstanding levy certificate* is conclusive evidence, as at the date of the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate is the person referred to in the certificate) taking an interest in *St. Margaret's*.

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27 What contact details must you provide to the committee?

If you are a *member*, you must provide the *committee* with the following contact details:

- (a) your *current address* and the *current addresses* for your *representative* and *substitute representative*;
- (b) your *current fax number* and the *current fax number* for your *representative* and *substitute representative*; and
- (c) for the *owners corporation*, the name, telephone number, *current address* and *current fax number* of your strata managing agent.

Strata management statement for St. Margaret's

Part 4

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Meeting procedures and resolutions

28 Meetings of the committee

28.1 Types of meetings

There are two types of meetings of the *committee*:

- (a) *meetings*; and
- (b) *emergency meetings*.

28.2 Meetings

The *committee* must convene a *meeting* if:

- (a) the *committee* resolves to hold the *meeting*;
- (b) the *strata manager* resolves to convene the *meeting* (if the *committee* has delegated that function to the *strata manager*);
- (c) two or more *members* make a written request to the *committee* to convene a *meeting*;
- (d) it is necessary to appoint a replacement *officer*; or
- (e) at least every six months.

28.3 Emergency meetings

The *committee* may deal only with matters which require a *resolution* at an *emergency meeting*. The *committee* may convene an *emergency meeting*:

- (a) if there is an emergency or other urgent matter which must be determined by the *committee*; and
- (b) if, in the reasonable opinion of the person convening the *emergency meeting*, the circumstances of the emergency are such that it is impractical to wait the required notice period for a *meeting*.

28.4 Who convenes meetings?

A *meeting* or an *emergency meeting* may be convened by:

- (a) the *secretary*;
- (b) another *officer* if the *secretary* is absent or unable to convene the meeting; or
- (c) the *strata manager* (if the *committee* has delegated that function to the *strata manager*).

29 Notices and agendas for meetings

29.1 Information to be included in the notice

Subject to this clause, if you convene a *meeting* or an *emergency meeting* you must give each *member* a notice of the meeting which includes:

- (a) the time, date and venue of the *meeting* or *emergency meeting*; and
- (b) an agenda for the *meeting* or *emergency meeting*.

29.2 Agenda for a meeting

The agenda for a *meeting* must:

- (a) include details of all business which the *committee* will deal with at the *meeting*. The *committee* cannot deal with business that is not on the agenda;
- (b) clearly identify which motions require *resolutions* or *unanimous resolutions*;
- (c) include motions which *members* have requested the *committee* in writing to include on the agenda for the next *meeting*;
- (d) be accompanied by a copy of the minutes of the last *meeting*; and
- (e) include a motion to adopt the minutes of the last *meeting*.

29.3 Agenda for an emergency meeting

The agenda for an *emergency meeting* must:

- (a) include details of the emergency and the actions proposed to be taken at the time of the notice to deal with the emergency; and
- (b) include the terms of the motions for *resolutions* to take the actions proposed to deal with the emergency.

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

If you convene a *meeting* to determine *administrative fund* contributions or *sinking fund* contributions, you must include with the notice of the *meeting*:

- (a) the budget prepared by the *committee* according to clause 37 ("Preparing budgets");
- (b) the current audit report prepared by the *committee* according to clause 39 ("Preparing financial statements"); and
- (c) the current audited financial statement prepared by the *committee* according to clause 39 ("Preparing financial statements").

30 How to give notice of a meeting

30.1 How much notice is required for a meeting?

If you convene a *meeting*, you must give each *member* at least 10 *business days* notice of a *meeting*.

30.2 How to serve notice of a meeting

If you convene a *meeting*, you must serve notice of the *meeting* on each *member* notice by sending it to:

- (a) the *current address* of the *member*;
- (b) the *current fax number* of the *member*; or
- (c) a combination of the above methods.

30.3 Giving notice of an emergency meeting

If you convene an *emergency meeting*, you may:

- (a) give each *member* notice of the *emergency meeting* by the best method reasonably determined by you in the circumstances (eg by telephone); and
- (b) give the amount of notice of the *emergency meeting* reasonably determined by you in the circumstances.

30.4 Notices for emergency meetings

If you convene an *emergency meeting*, you must serve notice of the *emergency meeting*:

- (a) personally to the *representative* of the *member*;
- (b) by sending it to the *current fax number* of the *member*;
- (c) contacting the *representative* of the *member* on their *current telephone number* and reading them the notice for the *emergency meeting*; or
- (d) a combination of the above methods.

31 Procedures for holding meetings

31.1 Conducting a meeting or emergency meeting

Subject to this management statement, the *committee* may meet to conduct its business, adjourn and otherwise regulated *meetings* and *emergency meetings* as it thinks fit.

31.2 Quorum for a meeting

A quorum must be present at a *meeting* or *emergency meeting* before the *committee* may vote on any motions. A quorum for a *meeting* or an *emergency meeting* is the *representative* or *substitute representative* of at least three *members*.

31.3 Failure to obtain a quorum

If a quorum is not present within 30 minutes after a *meeting* or *emergency meeting* is due to commence, the *committee* must adjourn the *meeting* or *emergency meeting* to a time and place determined by the *chairperson* at the *meeting* or *emergency meeting*.

31.4 Notice of adjourned meetings

If a *meeting* or *emergency meeting* is adjourned, the person who convened the *meeting* or *emergency meeting* must give notice of the adjournment to each *member* at least two *business days* before the adjourned *meeting* or *emergency meeting* is due to be held.

31.5 Quorums at adjourned meetings

A quorum at an adjourned *meeting* or *emergency meeting* is:

- (a) the *representatives* or *substitute representatives* of at least three *members*; or
- (b) the *representatives* or *substitute representatives* present at the *meeting* or *emergency meeting* within 15 minutes after the meeting is due to commence.

31.6 Attendance at a meeting

An *owner* or *occupier* may attend a *meeting*. However, they may address the *meeting* only with the consent of the *committee*.

31.7 Special provisions for meetings held in writing

The *committee* may hold a *meeting* in writing and *representatives* and *substitute representatives* may vote in writing if:

- (a) the person who convenes the *meeting* serves notice of the *meeting* according to this management statement;
- (b) the person who convenes the *meeting* provides each *member* with a voting paper with the notice for the *meeting*; and
- (c) the required *members* or number of *members* approve the motions in the agenda, complete their voting paper and return it to the person who convened the *meeting* before the *meeting* is due to commence.

31.8 How to cast a vote at an emergency meeting

A *member* may cast a vote at an *emergency meeting*:

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- (a) by telephone to the *current telephone numbers* of the person who convened the *emergency meeting*;
- (b) personally to the person who convened the *emergency meeting*; or
- (c) by post or fax to the *current address* or *current fax number* of the person who convened the *emergency meeting*.

31.9 Minutes of meetings

If you convene a *meeting* or an *emergency meeting*, you must distribute minutes of the meeting to each *member* within ten *business days* after the meeting.

32 Voting rights of members

32.1 Voting rights of members

Subject to this clause, you are entitled to vote at *meetings* and *emergency meetings* only if you are a *member entitled to vote*. Your vote may be cast by:

- (a) you (if you are a natural person); or
- (b) your *representative* or *substitute representative*.

32.2 How many votes does each member have?

Subject to this clause, each *member* has the following number of votes:

- (a) the *Lot 2 Owner* - 1 vote;
- (b) the *St. Margaret's Commercial Owner* - 5 votes;
- (c) the *Carpark Owner*- 1 vote;
- (d) the *Alba (B1) Owner* - 3 votes;
- (e) the *Henry (B2) Owner* - 1 vote;
- (f) the *Ivy (B3) Owner* - 4 votes;
- (g) the *Jasper (B5) Owner* - 6 votes.

32.3 Types of resolutions

The two types of resolutions at *meetings* are *resolutions* and *unanimous resolutions*. *Emergency meetings* may only deal with matters which require a *resolution*.

32.4 Instructions by a member

A *representative* or *substitute representative* for a *member entitled to vote* must vote at a *meeting* or an *emergency meeting* according to any instructions by the *member* which appointed them.

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32.5 Instructions by the owners corporation

The executive committee of the *owners corporation* may give instructions to the *representative* or *substitute representative* of the *owners corporation* about the way in which the *representative* or *substitute representative* must vote at a *meeting* or an *emergency meeting*.

32.6 Restrictions on voting

The following restrictions apply to voting at *meetings* and *emergency meetings*:

- (a) the *chairperson* does not have a casting vote; and
- (b) the *strata manager* does not have a vote unless they are a *representative* or a *substitute representative*.

33 Resolutions at meetings and emergency meetings

33.1 What is a resolution?

Resolutions relate to a number of administrative and other matters which do not affect *shared facilities*.

33.2 Who may vote on a matter requiring a resolution?

You are entitled to vote on a *resolution* if you are a *member entitled to vote*.

33.3 When is a resolution passed?

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

33.4 Matters decided by resolution

The matters which the *committee* may determine by *resolution* are:

- (a) appointing or termination the appointment of the *strata manager*;
- (b) appointing or terminating the appointment of a *service provider* (or the agent of the *committee*);
- (c) effecting insurances;
- (d) establishing the *administrative fund* and determining contributions for that fund;
- (e) establishing the *sinking fund* and determining contributions for that fund; and
- (f) resolving any other matter which does not require a *unanimous resolution*.

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34 Unanimous resolutions at meetings

34.1 Purpose of unanimous resolutions

Subject to this clause, *unanimous resolutions* generally relate to dealings with *shared facilities*.

34.2 Who may vote on a unanimous resolution?

You are entitled to vote on a *unanimous resolution* if you are a *member entitled to vote*.

34.3 When is a unanimous resolution passed?

A motion which requires a *unanimous resolution* is passed if no *member entitled to vote* on the motion votes against the motion.

34.4 Matters decided by unanimous resolution

The matters which the *committee* may determine only by *unanimous resolution* are:

- (a) amending, adding to or repealing all or part of this management statement;
- (b) repaying surplus *administrative fund* or *sinking fund* contributions according to clause 43 (“Dealing with surplus funds”);
- (c) adding to, extending or removing a *shared facility* according to clause 46 (“Changing and adding to shared facilities”); and
- (d) amending, adding to or repealing a clause about the division of costs for *shared facilities* according to clause 47 (“Changing the costs for shared facilities”).

Strata management statement for St. Margaret's

Part 5 Financial management

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35 What funds must the committee establish?

35.1 Administrative fund

The *committee* must establish an *administrative fund* within one month after this management statement is registered. The *committee* must use the *administrative fund* to pay the day to day expenses of operating and maintaining *shared facilities*, insurance costs, administrative costs and other costs which are not *sinking fund* costs.

35.2 Sinking fund

The *committee* must establish a *sinking fund* within one month after this management statement is registered. The *committee* must use the *sinking fund* to pay for the renewal and replacement of *shared facilities*.

36 Financial years

36.1 First financial year

The first *financial year* of the *committee*:

- (a) commences on the date of registration of this management statement; and
- (b) ends on the date resolved by the *committee* (which must not be more than 18 months after the date of registration of this management statement).

36.2 Subsequent financial years

Subsequent *financial years*:

- (a) commence at the expiration of the previous *financial year*; and
- (b) end on the date resolved by the *committee* (which must not be more than 18 months after the expiration of the last *financial year*).

37 Preparing budgets

37.1 When to prepare budgets

The *committee* must prepare an *administrative fund* budget and a *sinking fund* budget for each *financial year*.

37.2 What information must be included in a budget?

A budget must show:

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- (a) how much money the *committee* will need during the *financial year* for its *administrative fund* and *sinking fund*;
- (b) income the *committee* knows it will receive in the *financial year*;
- (c) the proportion which each *member* must contribute to each *shared facility* for the *financial year*; and
- (d) the amount of the proportion which each *member* must contribute to each *shared facility* for the *financial year*.

37.3 How much to budget?

The *committee* must budget enough money to comply with its obligations under this management statement, the *Management Act* and the *Development Act*.

37.4 The budget during the construction period

During the *construction period*, the *committee* must prepare a budget on the basis that the construction of *St. Margaret's* is completed and all the *shared facilities* are in place and operational. Budgets during the *construction period* are called *construction period budgets*.

38 Determining contributions

38.1 Levying members

The *committee* must levy *members* the contributions it will need for its *administrative fund* and *sinking fund* for each *financial year*.

38.2 What proportion of costs must you pay?

If you are a *member*, the proportion of *administrative fund* and *sinking fund* contributions you must pay is in schedule 2.

38.3 Procedures for determining contributions

When the *committee* determines *administrative fund* and *sinking fund* contributions, it must determine:

- (a) whether you must pay the contributions in a lump sum or by instalments; and
- (b) the dates on which you must pay your contributions (eg monthly or quarterly).

38.4 Determining the amount of contributions

Subject to clause 38.6 ("Determining contributions at an emergency meeting"), the *committee* may determine contributions by *resolution*. The amount of contributions:

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- (a) for the *administrative fund*, must be the amount determined by the *committee* in the budget for the *administrative fund* under clause 37 (“Preparing budgets”); and
- (b) for the *sinking fund*, must be the amount determined by the *committee* in the budget for the *sinking fund* under clause 37 (“Preparing budgets”).

38.5 Insufficient funds

Subject to clause 38.6 (“Determining contributions at an emergency meeting”), the *committee* must determine:

- (a) additional contributions to the *administrative fund* if it cannot (or will not be able to) pay its *administrative fund* debts during the current *financial year*; and
- (b) additional contributions to the *sinking fund* if it cannot (or will not be able to) pay its *sinking fund* debts during the current *financial year*.

Before the *committee* determines an additional contribution, it must prepare and adopt a budget for the period covered by the additional contribution. The budget must contain the information required in clause 37 (“Preparing budgets”). The *committee* may approve the budget by *resolution*.

38.6 Determining contributions at an emergency meeting

If the *committee* must raise an *administrative fund* or *sinking fund* contribution at an *emergency meeting*, the *committee* may dispense with the need to prepare a budget for the contribution. The *committee* may determine and levy the contribution by *resolution*.

39 Preparing financial statements

39.1 Obligations of the committee

At the end of each *financial year*, the *committee* must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts.

39.2 Periods for financial statements

The *committee* must prepare a financial statement for each of its accounts for the previous *financial year*.

39.3 Information to be included in a financial statement

A financial statement must show for each of the *administrative fund* and the *sinking fund*:

- (a) a statement of income and expenditure during the *financial year*;
- (b) the balance carried forward from the *financial year*;

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- (c) particulars and amounts of each item of income during the *financial year*;
- (d) particulars and amounts of each item of expenditure during the *financial year*;
- (e) the cash in the fund at the end of the *financial year*;
- (f) the balance of the fund at the end of the *financial year*;
- (g) contribution arrears for each *member* at the end of the *financial year*;
- (h) the amount of credit or debit in the fund at the end of the *financial year*; and
- (i) other relevant information.

40 Paying contributions

40.1 Notices of contributions

Subject to this clause, the *committee* must give you at least 20 *business days* notice before your *administrative fund* or *sinking fund* contribution are due. The notice must be in writing and must show for each of the *administrative fund* and *sinking fund*:

- (a) the total contribution to be raised;
- (b) the portion of the contribution which you must pay; and
- (c) the date you must make the payment.

40.2 Raising funds in an emergency

If the *committee* has to raise funds in an emergency, it may give you less than 20 *business days* notice of the contribution.

41 Banking money and interest on accounts

41.1 Establishing a bank account

The *committee* must:

- (a) establish and maintain a bank or building society account or accounts in the names of the *members*; and
- (b) deposit all contributions and other money paid to the *committee* into its bank or building society accounts.

41.2 Withdrawing money

The *committee* may withdraw money from its accounts only to meet its obligations under or arising from this management statement.

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41.3 Trust account

Subject to clause 41.4 (“Interest bearing accounts”), if the *committee* appoints a *strata manager* the *committee* may require the *strata manager* to deposit and hold its funds in a trust account established under the *Property Stock and Business Agents Act 1941* (NSW).

41.4 Interest bearing accounts

The *committee* may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the *committee* may:

- (a) credit it to one of the accounts of the *committee*; or
- (b) pay it to the *members* according to clause 43 (“Dealing with surplus funds”).

42 Late payments

42.1 Interest

If you are a *member*, you must:

- (a) pay the *committee* interest on any amount you owe the *committee* under this management statement but do not pay on time; and
- (b) pay interest from (and including) the date on which the payment was due until the date it was paid.

42.2 Calculating interest

The *committee* must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the bank or building society of the *committee*.

42.3 Certificates about interest rates

A certificate about interest rates given to you by the bank or building society of the *committee* is conclusive evidence of the interest rate in clause 42.2 (“Calculating interest”).

42.4 Recovering unpaid contributions

The *committee* may recover unpaid contributions and other money owed to it under this management statement as a debt.

43 Dealing with surplus funds

43.1 Distributing surplus funds

If there is surplus money in the *administrative fund* or *sinking fund* at the end of a *financial year*, the *committee* may distribute it between the *members* in shares decided by the *committee* according to this clause.

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43.2 Considerations

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

43.3 Unanimous resolution

The *committee* may decide to distribute surplus funds under this clause only by *unanimous resolution*.

44 Paying contributions when there is a dispute

44.1 What are your obligations?

You are not excused from paying your *administrative fund* contributions, *sinking fund* contributions or other amounts you owe the *committee* under this management statement because you have a dispute or a disagreement with the *committee* (eg a dispute about the amount of a payment).

44.2 Continuing payments

If you have a dispute or disagreement with the *committee* about the amount of *administrative fund* or *sinking fund* contributions you must pay, you must continue to pay your contributions at the rate determined according to this management statement. After the dispute is resolved, you and the *committee* must pay each other any necessary adjustments.

44.3 Your rights are not affected

Your rights against the *committee* are not affected in you continue to pay *administrative fund* and *sinking fund* contributions according to clause 44.2 ("Continuing payments").

Strata management statement for St. Margaret's

Part 6 Shared facilities

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45 Overview of shared facilities

45.1 What are they?

There are a number of facilities and services in *St. Margaret's* which are:

- (a) used by two or more *members*; or
- (b) located on the land of a *member* but used by another *member*.

These facilities and services are called *shared facilities*.

45.2 What do shared facilities include?

Subject to the description of each *shared facility* in schedule 1, *shared facilities* and costs for *shared facilities* include:

- (a) plant and equipment which constitute a *shared facility*;
- (b) pipes, wires, cables and ducts which are connected to or form part of a *shared facility*, but excluding any of those things which exclusively service a *member's* part of *St. Margaret's*;
- (c) any rooms or areas in which *shared facilities* are located;
- (d) the maintenance, repair, operation, cleaning and replacement of *shared facilities*;
- (e) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of *shared facilities*;
- (f) labour used in the maintenance, repair, operation, cleaning and replacement of *shared facilities*;
- (g) the inspection of *shared facilities* (if applicable) by a *government agency*; and
- (h) the certification of *shared facilities* for the purposes of the law.

45.3 Rights and obligations of the committee

Subject to this management statement, the *committee* must operate, manage, control, maintain, repair and replace *shared facilities*. The *committee* may appoint and contract with parties to perform its functions in relation to *shared facilities*. See clause 7 ("Functions and powers of the committee") for more information.

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45.4 Who may use shared facilities?

This management statement may specify which *members* and other persons are entitled to use and enjoy a *shared facility* or may restrict use of a *shared facility*. If the enjoyment or use of a *shared facility* is not restricted, the *shared facility* is available for use and enjoyment by each *member, owner* and *occupier* according to this management statement.

45.5 How to apportion costs for shared facilities

Schedule 2 sets out how much each *member* must contribute towards the costs of *shared facilities*. The *committee* must charge *members* for *shared facilities* according to schedule 2. If schedule 2 does not make a provision for a charge, then the *committee* may determine the charge by *unanimous resolution*.

45.6 Obligations of members to pay for shared facilities

If you are a *member*, you must pay your proportion of the costs for *shared facilities* according to schedule 2 (or according to the determination of the *committee* if there is no provision in schedule 2 for that cost).

45.7 Effect of the construction period

- (a) During the *construction period*, *members* must contribute towards the cost of *shared facilities* in accordance with schedule 2 its proportion of the *construction period budget* with effect from the dates set out in clause 45.7(b).
- (b) Each *members* must contribute towards the cost of *shared facilities* starting on and from the dates specified below:
 - (i) *Lot 2 Owner*: the date of registration of this management statement;
 - (ii) *St. Margaret's Commercial Owner*: the date *Council* issues the occupation certificate for *St. Margaret's Commercial*;
 - (iii) *Carpark Owner*: the date of registration of this management statement;
 - (iv) *Alba (B1) Owner*: the date of registration of this management statement;
 - (v) *Henry (B2) Owner*: the date of registration of a strata plan for *Henry (B2)*;
 - (vi) *Ivy (B3) Owner*: the date of registration of a strata plan for *Ivy (B3)*; and
 - (vii) *Jasper (B5) Owner*: the date *Council* issues the occupation certificate for *Jasper (B5)*.
- (c) The *developer* must pay for any shortfall between the amount paid by the *members* required to contribute under the *construction period budget* and the actual outgoings of the *committee*.

46 Changing and adding to shared facilities

46.1 Powers of the committee

The *committee* may, by *unanimous resolution*:

- (a) add *shared facilities* if it identifies new *shared facilities*;
- (b) create new *shared facilities*;
- (c) change existing *shared facilities*;
- (d) change the use of existing *shared facilities*;
- (e) modify or replace existing *shared facilities*;
- (f) extend *shared facilities*; or
- (g) determine a charge for a *shared facility* where schedule 2 does not make provision for a charge.

46.2 Obligations of members

If you are a *member*, you must agree to amend schedules 1 and 2 to reflect anything the *committee* resolves to do under this clause.

47 Changing the costs for shared facilities

47.1 Powers of the committee

Subject to this clause, the *committee* may, by *unanimous resolution*, change costs, add new costs or adjust the division of costs for *shared facilities* in schedule 2.

47.2 Reason for exercising powers

The *committee* may change the costs, add new costs or adjust the division of costs for *shared facilities* only if:

- (a) the costs for *shared facilities* will be more fairly divided; and
- (b) the fairness of the division of costs is supported by at least one expert consultant report (unless all *members* agree to waive this requirement).

47.3 What must occur before power can be exercised?

Before the *committee* changes the cost, adds new costs or adjusts the division of costs for *shared facilities*, at least one of the following must occur:

- (a) the *committee* has resolved to deal with the *shared facility* under clause 46 ("Changing and adding to shared facilities");
- (b) *St. Margaret's* changes;

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- (c) the *committee* identifies new *shared facilities*;
- (d) the use of *shared facilities* changes;
- (e) *shared facilities* are repaired, modified or replaced; or
- (f) anything else happens which affects the costs of *shared facilities*.

47.4 Obligations of members

If you are a *member*, you must agree to amend schedules 1 and 2 to reflect anything the *committee* resolves to do under this clause.

48 Council must vote if impacted by changes to shared facilities

48.1 Application of this clause

This clause 48 only applies during any period that *Council* is the *owner* of Lot 2.

48.2 Council entitled to vote if benefited by shared facility

- (a) Despite clause 32.1 (“Voting rights of members”), *Council* will be entitled to vote in relation to any motion to:
 - (i) change and add to a *shared facility* under clause 46 (“Changing and adding to shared facilities”); or
 - (ii) change the cost allocation for a *shared facility* under clause 47 (“Changing the costs for shared facilities”)

if the change involves a *shared facility* which *Council* is (or following the proposed change will be) entitled to the benefit of the *shared facility*.

- (b) For the avoidance of doubt, this clause 48.2 does not entitle *Council* to vote in respect of any motion at a *meeting* or *emergency meeting* other than those described in paragraph (a) above if *Council* is not a *member entitled to vote*.

48.3 Council vote required

An *unanimous resolution* to effect a change described in clause 48.2(a) will be achieved only if:

- (a) *Council* attend the *meeting* or *emergency meeting* where the relevant motion is put to the *committee*; and
- (b) *Council* vote in favour of the motion.

49 Using approved contractors

49.1 Overview

Many of the *shared facilities* in *St. Margaret's* are highly technical and affect other components in the development. As a result:

- (a) *shared facilities*, building works and services must be maintained to a high standard; and
- (b) only contractors approved by the *committee* may do structural building works and maintain or replace *shared facilities*.

49.2 Obligations of the committee

The *committee* must:

- (a) appoint and make sure that contractors approved by it are always available to maintain *shared facilities* and do structural building works; and
- (b) give each *member* a list of current approved contractors.

The *committee* may make a decision to approve a contractor in its absolute discretion.

49.3 Obligations of members, owners and occupiers

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

50 Damage to shared facilities

You must:

- (a) use *shared facilities* only for their intended purposes;
- (b) immediately notify the *committee* if you know about damage to or a defect in a *shared facility*; and
- (c) compensate the *committee* for any damage to *shared facilities* caused by you, your visitors or persons doing work in *St. Margaret's* on your behalf.

51 Security control at St. Margaret's

51.1 An integrated security system

Security at *St. Margaret's* is important to all *members*, *owners* and *occupiers*. To maintain an integrated security system, this management statement regulates access and security issues and the use of security equipment (eg the provision of *security keys*).

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51.2 Restricting access to parts of St. Margaret's

The *committee* may:

- (a) close off or restrict access to parts of *St. Margaret's* that you do not require access to for the purpose of getting to your *apartment* or *stratum lot*;
- (b) subject to this management statement, restrict access to *shared facilities*; and
- (c) secure doors or gates in *St. Margaret's* between the hours it determines are appropriate to preserve the security of *St. Margaret's* and to protect *members, owners, occupiers* and their property.

However, the *committee* may not restrict access to a *stratum lot* without the consent of the *owner* or *occupier* of the *stratum lot*.

51.3 Provision of security keys

The *committee* must provide:

- (a) each *member* with a *security key* to access their component of *St. Margaret's*; and
- (b) each *owner* and *occupier* with a *security key* to access their *apartment* or *stratum lot*;

(but only if that access is controlled by the integrated security system for *St. Margaret's*).

51.4 Charging fees for security keys

The *committee* may charge you a fee or bond if you want additional or replacement *security keys*.

51.5 Your rights and obligations

You must:

- (a) take all reasonable steps not to lose *security keys*;
- (b) return *security keys* to the *committee* if you do not need them;
- (c) notify the *committee* immediately if you lose a *security key*; and
- (d) comply with the reasonable instructions of the *committee* about *security keys* and, in particular, about re-coding and returning *security keys*.

You must not:

- (e) copy a *security key*;
- (f) give a *security key* to someone who is not a *member*, an *owner* or an *occupier*;

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- (g) interfere with or shut down any part of the integrated access system for *St. Margaret's* without consent from the *committee*; or
- (h) for an *owners corporation*, restrict access to *common property* in your strata scheme without consent from the *committee*.

51.6 Who owns security keys?

Security keys belong to the *committee*.

51.7 Managing the security key system

The *committee* has the power to:

- (a) re-code *security keys*; and
- (b) require you to promptly return your *security keys* to the *committee* to be re-coded.

The *committee* has the power to enter into agreements with third parties about the provision and management of *security keys* and the management of security systems generally.

52 Security Services at St. Margaret's

52.1 The committee's powers

The *committee* has the power to take steps to:

- (a) stop intruders coming into *St. Margaret's*;
- (b) install and operate within *St. Margaret's Commercial, Carpark* and the residential components of *St. Margaret's* audio and visual security cameras and other surveillance equipment for the security of *St. Margaret's*; and
- (c) prevent fires and other hazards,

including, without limitation, the power to appoint and enter into agreements with a *security services provider* to provide security services for *St. Margaret's*.

52.2 Purposes of the agreement

The agreement with a *security service provider* may provide for, without limitation:

- (a) security guards to patrol *St. Margaret's Commercial, Carpark* and the residential components of *St. Margaret's*;
- (b) install and operate within *St. Margaret's Commercial, Carpark* and the residential components of *St. Margaret's* the audio and visual security cameras and other surveillance equipment for the security of *St. Margaret's*.

52.3 Form of agreement

An agreement between the *committee* and the *security service provider* must:

- (a) be in writing and be signed by each *member* and the *security service provider*;
- (b) reserve the power for the *committee* and the *officers* to continue to exercise the functions which the *committee* has delegated to the *security service provider*;
- (c) require the *security service provider* to have all licences, authorities, permits, insurances and qualifications required by law to provide security services, and to comply with obligations of a licensee, permit holder or qualified person; and
- (d) contain provisions about the rights of the *committee* and the *security service provider* to terminate the agreement early if a party does not perform their obligations under the agreement.

52.4 Term of the appointment

The term of the initial agreement between the *committee* and the *security service provider* must not exceed two years. The term of a new agreement may be for the period determined by the *committee* (acting reasonably).

52.5 Remuneration

The remuneration of the *security service provider* for the first year of the first agreement under this clause must reflect market practices for comparable buildings having due regard to any difference in the number of strata schemes and *stratum lots*, and the scope of the security services provided, in those comparable buildings.

The remuneration of the *security service provider* for the second and subsequent years of the initial agreement (and for any new agreements) may be the amount determined by the *committee* (acting reasonably).

53 Easements

Some *shared facilities* are the subject of *easements*. The *committee* (and each *member*) agrees in favour of each grantor and each grantee under those *easements* (who is a *member*) to perform their functions and exercise their rights according to the *easements*. Each grantor and each grantee (who is a *member*) agrees that the *committee* may perform their functions and exercise their rights under the *easements*.

Strata management statement for St. Margaret's

Part 7 Miscellaneous

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54 How to resolve disputes

54.1 Interpretation

For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the *committee*, a *member*, an *owner* or an *occupier*.

54.2 About disputes

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

54.3 Dealing with disputes according to this clause

The parties must deal with disputes about this management statement according to this clause. This includes disputes about the *committee* or an *officer* failing to comply with the provisions about *meetings* or *emergency meetings*.

54.4 Dispute notice

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

- (a) describe what the dispute is about;
- (b) identify the provisions of this management statement or the law that apply to the dispute;
- (c) state the position of the party;
- (d) set out the facts and other circumstances on which the party relies;
and
- (e) attach copies of correspondence and other documents mentioned in the dispute notice.

54.5 Negotiation

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

- (a) at 2.00 pm on the date which is 10 *business days* after the dispute notice was given; and
- (b) at *St. Margaret's* or by telephone conference.

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54.6 Mediation

If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:

- (a) refer the dispute to mediation; and
- (b) appoint a mediator from the panel of mediators kept by LEADR to mediate the dispute.

54.7 Appointing a mediator

If the parties cannot agree on the mediator from the LEADR panel within five *business days* after a party gives a mediation notice, a party may ask the chairperson of LEADR (or the vice chairperson) if the chairperson declines) to:

- (a) appoint a mediator from the LEADR panel; and
- (b) determine the remuneration of the mediator.

54.8 Mediation rules

The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within five *business days* after the mediator is appointed, they do not agree on:

- (a) the mediation procedures they will adopt; and
- (b) the timetable for the mediation procedures.

54.9 Place for mediation

The mediation must take place in Sydney, New South Wales.

54.10 Expert determination

If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:

- (a) refer the dispute to an independent expert for determination; and
- (b) appoint an expert to determine the dispute.

54.11 Appointing an expert

If the parties cannot agree on an expert within five *business days* after a party gives a determination notice, a party may ask the chairperson of LEADR (or the vice chairperson if the chairperson declines) to:

- (a) appoint an appropriate expert having regard to the nature of the dispute; and
- (b) determine the remuneration of the expert.

54.12 Instructions to the expert

The parties must instruct the expert to:

- (a) act as an expert and not as an arbitrator;
- (b) determine the rules for the conduct of the expert determination; and
- (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.

54.13 Conducting expert determination

If the parties cannot agree on the rules for the conduct of the expert determination, then the expert is to determine the rules and notify the parties accordingly.

54.14 Expert determination

The expert:

- (a) is not bound to observe the rules of natural justice or the rules of evidence;
- (b) may obtain and refer to documents and information not provided by the parties; and
- (c) must determine the dispute and give written reasons for the determination within one month of being appointed.

54.15 Binding effect

The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

54.16 Mediation or expert determination about shared facility costs

If a dispute about the proportion of a *member's* cost for a *shared facility* is determined under this clause, the mediator or expert who determines the dispute must determine any adjustments the *member* or the *committee* must pay.

54.17 Costs

The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

55 How to serve notices

55.1 Methods of serving notices

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

- (a) delivered personally to the addressee;
- (b) left at the *current address* of the addressee;
- (c) sent by pre-paid ordinary post to the *current address* of the addressee;
or
- (d) sent to the *current fax number* of the addressee.

55.2 When does a notice take effect?

A notice or communication takes effect from the later of:

- (a) the time the notice or communication is received by the addressee; or
- (b) the time specified in the notice or communication.

55.3 When is a posted notice received?

A notice or communication sent by pre-paid post to the *current address* of the addressee is received on the third *business day* after it is posted.

55.4 When is a fax received?

A fax is received:

- (a) on the date of a transmission report from the machine that sent the fax that shows the whole fax was sent to the *current fax number* of the addressee;
- (b) if the fax to the *current fax number* of the address after 5:00pm, on the next *business day*; or
- (c) if the fax is sent to the *current fax number* of the addressee on day which is not a *business day*, on the next *business day*.

Strata management statement for St. Margaret's

Part 8 Dictionary

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56 Definitions

Terms in italics are defined terms. Defined terms (in any form) mean:

<i>Acoustic Standards</i>	the standards in clause 6 ("Acoustic Standards") in the <i>Architectural Code</i> .
<i>administrative fund</i>	the fund established by the <i>committee</i> according to clause 35 to pay for the day to day expenses of operating and maintaining <i>shared facilities</i> , insurance costs, administrative costs and other costs which are not <i>sinking fund</i> costs.
<i>Alba (B1)</i>	strata scheme No. SP72040.
<i>Alba (B1) Owner</i>	The Owners - Strata Plan No. 72040
<i>apartment</i>	a lot in a residential or student accommodation component of <i>St. Margaret's</i> .
<i>Architectural Code</i>	the architectural code in schedule 3 of this management statement. See clause 5 and schedule 3 for more information.
<i>Architectural Standards</i>	means the standards in clause 3 ("Architectural Standards and Architectural Works") in the <i>Architectural Code</i> .
<i>Architectural Works</i>	has the meaning it has clause 3.2 ("Architectural Works") in the <i>Architectural Code</i> .
<i>balcony</i>	includes a balcony or terrace.
<i>Building Standards</i>	the standards in clause 4 ("Building Standards and Building Works") in the <i>Architectural Code</i> .
<i>Building Works</i>	has the meaning it has clause 4.2 ("When do you need consent to carry out work?") in the <i>Architectural Code</i> .
<i>business day</i>	a day on which banks in New South Wales are open for business.
<i>Carpark</i>	strata scheme No. SP72457.
<i>Carpark Owner</i>	Owners Corporation - Strata Plan No. 72457.
<i>carpark lot</i>	a strata lot in the <i>Carpark</i> component of <i>St. Margaret's</i> .

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<i>chairperson</i>	the chairperson of the <i>committee</i> . See clause 10.4 for more information.
<i>cleaner</i>	the person appointed by the <i>committee</i> under clause 13 to provide cleaning services for <i>St. Margaret's</i> generally. See clause 13 for more information.
<i>commercial lot</i>	a lot in a commercial component of <i>St. Margaret's</i> .
<i>committee</i>	the building management committee established and maintained by the <i>members</i> under clause 7 and required by the <i>Development Act</i> .
<i>common property</i>	common property in a strata schemes as that term is defined in the <i>Management Act</i> . For the purposes of this management statement, common property does not include common property in a strata scheme which is or forms part of a <i>shared facility</i> .
<i>construction period</i>	the period: a) commencing on the date of registration of this management statement; and b) ending on the earlier of: <ul style="list-style-type: none">• the date of registration of the last strata plan; or• the date <i>Council</i> issues the last occupation certificate.
<i>construction period budget</i>	the budgets prepared by the <i>committee</i> under clause 37.4 during the <i>construction period</i> .
<i>Council</i>	South Sydney City Council and its successors.
<i>current address</i>	the current address at which a person may be served a notice or communication under this management statement.
<i>current fax number</i>	the current fax number at which a person may be served a notice or communication under this management statement.
<i>developer</i>	Zone Developments Pty Limited ABN 15 091 586 560 and its assigns.
<i>Development Act</i>	<i>Strata Schemes (Freehold Development) Act 1973</i> (NSW).
<i>development approval</i>	any development consent or construction certificate issued by <i>Council</i> or other consent authority for the development on <i>St. Margaret's</i> and any amendments to them.

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<i>easements</i>	easements, restrictions on use and positive covenants benefiting or burdening parts of <i>St. Margaret's</i> .
<i>emergency meeting</i>	a meeting convened in an emergency according to part 4 of this management statement.
<i>external appearance</i>	the appearance of any external surface of a strata scheme, <i>apartment, commercial lot, carpark lot, common property</i> or <i>stratum lot</i> which is visible from outside the buildings in <i>St. Margaret's</i> (eg the façade of a building or retail shop).
<i>external appearance building works</i>	has the meaning it has in clause 4.5 ("External Appearance Building Works") in the <i>Architectural Code</i> .
<i>financial year</i>	the financial year of the <i>committee</i> determined according to clause 36.
<i>government agency</i>	a governmental or semi-governmental administrative, fiscal or judicial department or entity.
<i>Healthclub</i>	the pool and gymnasium <i>shared facilities</i> located in the <i>Carpark</i> .
<i>Henry (B2)</i>	Lot 6 in DP1063190.
<i>Henry (B2) Owner</i>	The owner of lot 6 in DP1063190. If lot 6 in DP1063190 is subdivided by a strata plan under the <i>Development Act</i> , then the owner is the owners corporation for the strata scheme.
<i>Ivy (B3)</i>	Lot 7 in DP1063190.
<i>Ivy (B3) Owner</i>	The owner of lot 7 in DP1063190. If lot 7 in DP1063190 is subdivided by a strata plan under the <i>Development Act</i> , then the owner is the owners corporation for the strata scheme.
<i>Jasper (B5)</i>	Lot 8 in DP 1063190.
<i>Jasper (B5) Owner</i>	The owner of lot 8 in DP1063190. If lot 8 in DP1063190 is subdivided by a strata plan under the <i>Development Act</i> , then the owner is the owners corporation for the strata scheme.
<i>Lot 2</i>	Lot 2 in DP1063190.
<i>Lot 2 Owner</i>	The owner of Lot 2 in DP1063190. If the owner of lot 2 in DP1063190 is subdivided by a strata plan under the <i>Development Act</i> , then the owner is the owners corporation for the strata scheme.

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<i>Management Act</i>	the <i>Strata Schemes Management Act 1996</i> (NSW).
<i>meeting</i>	a meeting of the <i>committee</i> held according to part 4 of this management statement. A <i>meeting</i> includes a meeting held in writing according to clause 31.7.
<i>member</i>	<ul style="list-style-type: none">(a) the <i>Lot 2 Owner</i>;(b) the <i>Carpark Owner</i>;(c) the <i>St. Margaret's Commercial Owner</i>;(d) the <i>Alba (B1) Owner</i>;(e) the <i>Henry (B2) Owner</i>;(f) the <i>Ivy (B3) Owner</i>;(g) the <i>Jasper (B5) Owner</i>.
<i>member entitled to vote</i>	for the purposes of exercising their right to vote at a <i>meeting</i> or an <i>emergency meeting</i> , a <i>member</i> who has paid the <i>committee</i> : <ul style="list-style-type: none">(a) all of their <i>administrative fund</i> and <i>sinking fund</i> contributions up to date; and(b) all other money they owe the <i>committee</i> under this management statement which are due and payable before the <i>meeting</i> or <i>emergency meeting</i> commences. However, <i>Council</i> may be deemed to be entitled to vote in certain circumstances. See clause 48 for more information.
<i>occupier</i>	<ul style="list-style-type: none">(a) the occupier, lessee or licensee of an <i>apartment</i>, <i>commercial lot</i> or <i>carpark lot</i> (or part of a lot); and(b) the occupier, lessee or licensee of a <i>stratum lot</i> (or part of a <i>stratum lot</i>).
<i>officer</i>	the <i>secretary</i> , <i>treasurer</i> or <i>chairperson</i> of the <i>committee</i> .
<i>outstanding levy certificate</i>	a certificate provided by the <i>committee</i> according to clause 26.
<i>owner</i>	<ul style="list-style-type: none">(a) the owner of an <i>apartment</i>, <i>commercial lot</i> or <i>carpark lot</i>; and(b) the owner of a <i>stratum lot</i>.

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<i>owners corporation</i>	the owners corporation for a strata scheme in <i>St. Margaret's</i> .
<i>representative</i>	a natural person appointed by a <i>member</i> to represent the <i>member</i> at <i>meetings</i> and <i>emergency meetings</i> . The <i>owners corporation</i> must appoint its <i>representative</i> by a special resolution according to the <i>Development Act</i> . See clause 20 for further information.
<i>resolution</i>	a motion passed at a <i>meeting</i> or an <i>emergency meeting</i> for which 50% or more of <i>members entitled to vote</i> vote in favour. See clause 33 for further information.
<i>rules</i>	rules made by the <i>committee</i> according to clause 8.4 about the management, operation, maintenance and control of <i>St. Margaret's</i> and <i>shared facilities</i> .
<i>St. Margaret's</i>	lots 2 to 8 in DP1063190.
<i>St. Margaret's Commercial</i>	Lot 3 in DP1063190.
<i>St. Margaret's Commercial Owner</i>	The owner of lot 3 in DP1063190. If lot 3 in DP1063190 is subdivided by a strata plan under the <i>Development Act</i> , then the owner is the owners corporation for the strata scheme.
<i>secretary</i>	the secretary of the <i>committee</i> . See clause 10.2 for more information.
<i>security service provider</i>	the security service provider appointed by the <i>committee</i> .
<i>service provider</i>	a person who provides services to the <i>committee</i> including, without limitation, operational, maintenance, repair and replacement services for <i>shared facilities</i> .
<i>shared facilities</i>	(a) services, facilities, machinery, equipment and other items used by two or more <i>members</i> ; (b) services, facilities, machinery, equipment and other items located on the land of a <i>member</i> but used by another <i>member</i> ; (c) costs for items like the <i>strata manager</i> and premiums for insurances effected by the <i>committee</i> ; and (d) other facilities and services nominated by or according to this management statement as

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shared facilities.

Shared facilities include the items in clause 45.2 and schedule 1.

shared facility building works

has the meaning it has under clause 4.6 (“Shared Facilities Building Works”) in the *Architectural Code*.

sinking fund

the fund established by the *committee* according to clause 35 to pay for the renewal and replacement of *shared facilities*.

site manager

the person appointed by the *committee* under clause 12 to assist the *committee* in performing its duties and functions in relation to *St. Margaret's* and *shared facilities*. See clause 12 for more information.

standing approvals

approvals granted by the *committee* or an *owners corporation* according to clause 8 (“Approval process”) of the *Architectural Code*.

strata manager

the strata managing agent appointed by the *committee* under clause 11 to manage *St. Margaret's* and to perform functions for the *committee*.

stratum lot

a lot in *St. Margaret's* which has not been subdivided by a strata plan under the *Development Act*.

substitute representative

a natural person appointed by a *member* to represent them for the purpose of this management statement as a substitute for their *representative*.

treasurer

the treasurer of the *committee*. See clause 10.3 for more information.

unanimous resolution

a motion passed at a *meeting* against which no *member entitled to vote* casts a vote.

57 Rules of interpretation

57.1 Interpreting this management statement

In this management statement a reference to:

- (a) a thing includes the whole or each part of it;
- (b) the singular includes the plural and vice versa;
- (c) a document includes any variation or replacement of it;

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- (d) a day means the period starting at midnight and ending 24 hours later;
- (e) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (f) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

57.2 Headings

Headings are for convenience and do not affect the interpretation of this management statement.

57.3 Rights under this management statement

The rights, powers and remedies in this management statement are in addition to those provided by law.

57.4 Severance

If the whole or any part of a provision of this management statement is void, unenforceable or illegal, then that provision or part provision is severed from this management statement and the remainder of this management statement has full force and effect unless the severance alters the basic nature of this management statement or is contrary to public policy.

Strata management statement for St. Margaret's

Schedule 1 - List of shared facilities

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The clauses in part 6 of this management statement have important provisions about the use, costs and operation of *shared facilities* in *St. Margaret's*. This schedule should be considered in the context of those clauses.

Shared facility	Description	Member Benefited
Insurance	<p>Costs for insurance include, without limitation:</p> <ul style="list-style-type: none"> • building insurance premiums; • public liability insurance • premiums under other policies effected by the <i>committee</i> according to the management statement • excess on insurance policies effected by the <i>committee</i> • valuations of <i>St. Margaret's</i> for insurance purposes • insurance broker fees; and • other costs incurred by the <i>committee</i> to effect an insurance policy or under an existing policy. 	All members
Strata management services	<p>Strata management services include the services provided by the <i>strata manager</i> appointed by the <i>committee</i>. Costs for strata management services include, without limitation:</p> <ul style="list-style-type: none"> • management fees and other fees that the <i>committee</i> must pay the <i>strata manager</i> according to their agreement; • other costs incurred by the <i>committee</i> according to its agreement with the <i>strata manager</i>; • audit fees incurred by the <i>committee</i>; and • costs incurred by the <i>committee</i> to maintain its records (including its financial records) according to this management statement. 	All members
Facilities management services	<p>Facilities management services include the services provided by the <i>site manager</i> appointed by the <i>committee</i> to supervise the operation, maintenance, repair and replacement of the <i>shared facilities</i>.</p> <p>Costs for facilities management services include, without limitation:</p> <ul style="list-style-type: none"> • management fees and other fees that the <i>committee</i> must pay the <i>site manager</i> according to their agreement • other costs incurred by the <i>committee</i> according to 	All members

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Shared facility	Description	Member Benefited
	its agreement with the <i>site manager</i>	
Cleaning services	<p>Cleaning services include the services provided by the <i>cleaner</i> appointed by the <i>committee</i> to provide cleaning services in relation to <i>shared facilities</i>.</p> <p>Costs for cleaning services include, without limitation:</p> <ul style="list-style-type: none"> • management fees and other fees that the <i>committee</i> must pay the <i>cleaner</i> according to their agreement • other costs incurred by the <i>committee</i> according to its agreement with the <i>cleaner</i> 	All members
Security services	<p>Security services include the security services provided by the <i>committee</i> or the <i>security services provider</i> appointed by the <i>committee</i>. Costs for security services include, without limitation:</p> <ul style="list-style-type: none"> • costs of maintaining and managing the access control and CCTV security systems • management fees and other fees which the <i>committee</i> must pay the <i>security service provider</i> according to their agreement; • other costs incurred by the <i>committee</i> according to its agreement with the <i>security services provider</i>; • costs associated with the maintenance of the security office including, without limitation, maintaining ventilation and air conditioning services for the security office. 	All members
Lifts (A)	<p>The lifts are located throughout <i>St. Margaret's</i> and include:</p> <ul style="list-style-type: none"> • Lift 4 (near toggle) in <i>St. Margaret's Commercial</i>; • Lift 8 in <i>Henry (B2)</i>; and • Lift 9 in <i>Ivy (B3)</i>. <p>The lifts may be used for the purpose of accessing the <i>Carpark, Healthclub</i> and carpark and retail areas of <i>St. Margaret's Commercial</i>.</p> <p>This includes access to and from the lifts using the most direct route.</p>	All members
Lifts (B)	<p>The lifts are Lift 5 and Lift 6 located in <i>Jasper (B5)</i>.</p> <p>The lifts may be used by the occupiers of <i>Alba (B1), Henry (B2)</i> and <i>Jasper (B5)</i> for the purpose of accessing the <i>Carpark, Healthclub</i> and retail areas of <i>St. Margaret's Commercial</i>.</p> <p>This includes access to and from the lifts using the most direct route.</p>	<i>Alba (B1), Henry (B2) and Jasper (B5)</i>

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Shared facility	Description	Member Benefited
Lifts (C)	<p>The lifts are Lift 3 and Lift 4 located in <i>Ivy (B3)</i>.</p> <p>The lifts may be used by the occupiers of <i>Ivy (B3)</i> for the purpose of accessing the <i>Carpark, Healthclub</i> and retail areas of <i>St. Margaret's</i>.</p> <p>This includes access to and from the lifts using the most direct route.</p>	<i>Ivy (B3)</i>
Air conditioning	<p>Routine and non-routine maintenance, repair and annual certification as required for authorities of air conditioning and ventilation plant including all pipework, fans, heaters, pumps, switchboards, wiring, meters associated ductwork and controls including:</p> <ul style="list-style-type: none"> • cooling towers, hot water heaters, hot water pumps, condenser water pumps, water treatment and plant room supply air fan located on the roof of <i>Alba (B1)</i> and servicing <i>St. Margaret's Commercial</i> and <i>Alba (B1)</i>, and <i>Ivy (B3)</i> components of <i>St. Margaret's</i> as well as the corridors and lobby of <i>Jasper (B5)</i>; • condenser water pipework connecting from the roof of <i>Alba (B1)</i> to <i>St. Margaret's Commercial</i> and to <i>Alba (B1)</i>, and <i>Ivy (B3)</i> components of <i>St. Margaret's</i> as well as the corridors and lobby of <i>Jasper (B5)</i>; <p>The <i>apartments</i> within <i>Jasper (B5)</i> are serviced by their own split system.</p> <p>The costs for the air conditioning do not include electricity consumption.</p>	<i>St. Margaret's Commercial, Alba (B1), Ivy (B3) and Jasper (B5)</i>
Kitchen Exhaust	<p>Maintenance and repair of kitchen exhaust shafts running through each of the residential components of <i>St. Margaret's</i> and exhaust fans located on the roof of each of the residential components of <i>St. Margaret's</i>.</p> <p>The costs for the kitchen exhaust do not include electricity consumption.</p>	<i>St. Margaret's Commercial</i>
Miscellaneous ventilation plant and equipment	<p>Routine and non-routine maintenance, repair and annual certification as required for authorities of air conditioning and ventilation plant including all pipework, fans, heaters, pumps, switchboards, wiring, meters associated ductwork and controls.</p> <p>The costs for the miscellaneous ventilation plant and equipment do not include electricity consumption.</p>	All members

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Shared facility	Description	Member Benefited
Carpark ventilation plant and equipment	<p>Routine and non-routine maintenance, repair and annual certification as required for authorities of ventilation plant including all pipework, fans, switchboards, wiring, meters associated ductwork and controls.</p> <p>The costs for the miscellaneous ventilation plant and equipment do not include electricity consumption.</p>	<p><i>Lot 2, St. Margaret's Commercial and Carpark</i></p>
Building Management Control System (BMCS)	<p>The BMCS is located in <i>St. Margaret's Commercial</i>.</p> <p>The BMCS monitors and controls the air conditioning, carpark ventilation, pumps and other items of plant and equipment throughout <i>St. Margaret's</i>.</p> <p>Maintenance costs of the BMCS includes, without limitation, computer programming, downloading and analysis of recorded data and general IT support services.</p> <p>The costs for the BMCS do not include electricity consumption.</p>	<p><i>All members</i></p>
Fire system	<p>The fire system is an integrated system located throughout <i>St. Margaret's</i> generally. It includes, without limitation, the following items:</p> <ul style="list-style-type: none"> • the combine fire hydrant system/sprinkler system, which includes all booster pumps, valves, storage tanks and pipework associated with the combined system; • all fire hose reels and fire extinguishers; • the emergency warning intercommunication system (EWIS) and fire alarm systems including speakers, alarms and associated electrical components • the fire detection system including all fire, smoke and heat detectors including electrical components that form part of the fire detection system; • stair pressurisation systems including all motors, fans, ducting, grilles, filters, electrical components and other items that form part of the stair pressurisation systems; • the emergency lighting system including all light fittings, batteries and other components forming part of the emergency lighting system; • the fire indicator panels and associated electrical components; • the fire control room; • all other items and features associated with the integrated fire system for <i>St. Margaret's</i>; • the fire stairs providing access to open space; • fire extinguishers <p>Costs for the fire system include the costs to comply with</p>	<p><i>All members</i></p>

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Shared facility	Description	Member Benefited
	<p>any obligations of the <i>committee</i> regarding fire safety.</p> <p>The costs for the fire system do not include electricity consumption.</p> <p>The fire system does not include additional fire safety equipment or services installed in a strata scheme, strata lot or <i>stratum lot</i> by a <i>member, owner</i> or <i>occupier</i>.</p>	
Water feature plant room	<p>The water feature plant room is located in <i>St. Margaret's Commercial</i>.</p> <p>The water feature plant room includes all associated pipes and equipment.</p> <p>The costs for the water feature plant room do not include electricity consumption.</p>	All members
On-site stormwater detention tanks	<p>The on-site detention tanks are located in <i>St. Margaret's Commercial</i> adjacent to the Bourke Street boundary of <i>St. Margaret's</i>.</p> <p>The detention tank includes all ancillary equipment.</p>	All members
Stormwater drainage and pump-out	<p>Maintenance and repair of the stormwater drainage (including subsoil drainage) and the stormwater pumps and sumps and associated equipment located throughout and servicing all areas of <i>St. Margaret's</i>.</p> <p>The costs for the stormwater drainage and pump-out do not include electricity consumption.</p>	All members
Domestic cold water	<p>The cold water supply for <i>St. Margaret's</i> is provided through a network of pipe reticulation, including metering and booster pumps.</p> <p>The booster pumps used in connection with the cold water are located in <i>St. Margaret's Commercial</i>.</p> <p>Costs include maintenance of booster pumps, pump room, pipework, valves and associated equipment.</p> <p>The costs for the domestic cold water do not include electricity consumption.</p>	All members
Sewerage system	<p>The sewerage system includes stack work, vent pipes, pumps and associated equipment that service more than one component of <i>St. Margaret's</i>.</p> <p>Costs include, without limitation, maintenance and repair of pumps and pipework.</p>	All members

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Shared facility	Description	Member Benefited
	<p>The costs for the sewerage system do not include electricity consumption.</p>	
<p>Loading dock and garbage removal dock</p>	<p>The loading and garbage removal docks including turntable are located on basement level B1 in <i>St. Margaret's Commercial</i>.</p> <p>This includes access to and from the docks using the most direct route or the route nominated by the <i>committee</i> from time to time and the cost of maintenance of the turntable.</p> <p>The costs for the loading and garbage removal docks do not include electricity consumption.</p>	<p>All members</p>
<p>Main residential garbage rooms</p>	<p>The main residential garbage room is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes garbage removal services, such as:</p> <ul style="list-style-type: none"> • the cost of removing the garbage off site; • garbage receptacles located in the room; • cleaning; • maintenance costs associated with the ventilation and air conditioning services for the room. <p>This includes access to the room using the most direct route or the route nominated by the <i>committee</i> from time to time.</p> <p>The costs for the main residential garbage room do not include electricity consumption.</p>	<p><i>Alba (B1), Henry (B2), Ivy (B3), Jasper (B5) and Carpark</i></p>
<p><i>Alba (B1)</i> garbage room</p>	<p>The <i>Alba (B1)</i> garbage room is located in <i>Alba (B1)</i>.</p> <p>This includes garbage removal services, such as:</p> <ul style="list-style-type: none"> • the cost of removing the garbage to the main residential garbage room; • ventilation services for the room; • garbage receptacles located in the room; • cleaning and repairs <p>This includes access to the room using the most direct route or the route nominated by the <i>committee</i> from time to time.</p> <p>The costs for the <i>Alba (B1)</i> garbage room do not include electricity consumption.</p>	<p><i>Alba (B1)</i></p>
<p><i>Henry (B2)</i> garbage room</p>	<p>The <i>Henry (B2)</i> garbage room is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes garbage removal services, such as:</p> <ul style="list-style-type: none"> • the cost of removing the garbage to the main residential garbage room; 	<p><i>Henry (B2)</i></p>

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Shared facility	Description	Member Benefited
	<ul style="list-style-type: none"> • ventilation services for the room; • garbage receptacles located in the room; • cleaning and repairs <p>This includes access to the room using the most direct route or the route nominated by the <i>committee</i> from time to time.</p> <p>The costs for the <i>Henry (B2)</i> garbage room do not include electricity consumption.</p>	
<p><i>Ivy (B3)</i> garbage room</p>	<p>The <i>Ivy (B3)</i> garbage room is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes garbage removal services, such as:</p> <ul style="list-style-type: none"> • the cost of removing the garbage to the main residential garbage room; • ventilation services for the room; • garbage receptacles located in the room; • cleaning and repairs <p>This includes access to the room using the most direct route or the route nominated by the <i>committee</i> from time to time.</p> <p>The costs for the <i>Ivy (B3)</i> garbage room do not include electricity consumption.</p>	<p><i>Ivy (B3)</i></p>
<p><i>Jasper (B5)</i> garbage room</p>	<p>The <i>Jasper (B5)</i> garbage room is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes garbage removal services, such as:</p> <ul style="list-style-type: none"> • the cost of removing the garbage to the main residential garbage room; • ventilation services for the room; • garbage receptacles located in the room; • cleaning and repairs <p>This includes access to the room using the most direct route or the route nominated by the <i>committee</i> from time to time.</p> <p>The costs for the <i>Jasper (B5)</i> garbage room do not include electricity consumption.</p>	<p><i>Jasper (B5)</i></p>
<p>Commercial garbage room</p>	<p>The commercial garbage room is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes garbage removal services, such as:</p> <ul style="list-style-type: none"> • the cost of removing the garbage off site; • ventilation and air conditioning services for the room; • garbage receptacles located in the room; • cleaning 	<p><i>Lot 2 and St. Margaret's Commercial</i></p>

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Shared facility	Description	Member Benefited
	<p>This includes access to the room using the most direct route or the route nominated by the <i>committee</i> from time to time.</p> <p>The costs for the commercial garbage room do not include electricity consumption.</p>	
Public access area	<p>The public access area is located on the ground level of <i>St. Margaret's Commercial</i>.</p> <p>The public access area includes, without limitation, the paved areas, the water feature and all landscaped areas of <i>St. Margaret's</i>.</p> <p>Costs associated with the public access area include the cost of signage, cleaning, repairing street furniture, pergolas, landscaping (including landscaping in accordance with any annual maintenance program agreed with Council from time to time), regular gardening and maintenance, maintaining the water feature, external lighting and irrigation systems.</p> <p>The costs for the public access area do not include electricity consumption</p>	All members
Healthclub	<p>The <i>Healthclub</i> is located in the <i>Carpark</i>. The <i>Healthclub</i> comprises:</p> <ul style="list-style-type: none"> (a) a swimming pool; (b) a gymnasium; (c) change rooms; and (d) associated facilities. <p>Costs associated with the <i>Healthclub</i> include the cost of signage, cleaning, pool chemicals, lighting, repair and maintenance of plant and equipment including pool pumps, ventilation and air conditioning services and other costs associated with operating and maintaining the <i>Healthclub</i> facility, including its surrounding areas.</p> <p>This includes access to and from the <i>Healthclub</i> using the most direct route.</p> <p>The costs for the <i>Healthclub</i> do not include electricity consumption.</p>	Alba (B1), Henry (B2), Ivy (B3) and Jasper (B5)
Disabled Toilet	<p>The Disabled Toilet is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes maintenance and repairs, cleaning and replacement of consumable items.</p>	All members

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Shared facility	Description	Member Benefited
Carwash bays	<p>The two Carwash bays are located on basement level B1 in <i>St. Margaret's Commercial</i>.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance and repair of the carwash bays; • water supply and drainage <p>The costs for the Carwash bays do not include electricity consumption.</p>	All members
Bike racks	<p>The bike racks are located in <i>Carpark</i>.</p> <p>This includes access to and from the bike racks using the most direct route.</p>	<i>Alba (B1), Henry (B2), Ivy (B3) and Jasper (B5)</i>
Gas Regulator room	<p>The Gas Regulator room is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes:</p> <ul style="list-style-type: none"> • maintenance and repairs to the ventilation system for the room; • cleaning <p>The costs for the Gas Meter room do not include electricity or gas consumption.</p>	All members
Electricity infrastructure	<p>The substation and main switchrooms. These rooms are located in <i>St. Margaret's Commercial</i>.</p> <p>The costs for the electricity infrastructure do not include electricity consumption.</p>	All members
Main distribution frame room for telecom- munications and <i>Jasper (B5)</i> MDF room	<p>The main distribution frame room and <i>Jasper (B5)</i> MDF room is located in <i>St. Margaret's Commercial</i>.</p> <p>Costs include, without limitation, maintenance and repair of the room, distribution frame and associated ventilation and air conditioning services for the room.</p> <p>The costs for the main distribution frame room do not include electricity consumption.</p>	All members
MATV system	<p>The MATV system services more than one component of <i>St. Margaret's</i>.</p> <p>This includes maintenance and repair of:</p> <ul style="list-style-type: none"> • antennas located on the roof of <i>Ivy (B3)</i>; • cabling, panels, conduits and associated equipment located throughout <i>St. Margaret's</i> 	All members

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Shared facility	Description	Member Benefited
	<p>The costs for the MATV system do not include electricity consumption.</p>	
<p><i>Alba (B1) MDF room</i></p>	<p>The <i>Alba (B1) MDF room</i> is located in <i>St. Margaret's Commercial</i>.</p> <p>Costs for the <i>Alba (B1) MDF room</i> include:</p> <ul style="list-style-type: none"> • repairs and maintenance fees for the room, distribution frame, cables and associated equipment; • cleaning <p>The costs for the <i>Alba (B1) MDF room</i> do not include electricity consumption.</p>	<p><i>Alba (B1) and St Margaret's Commercial</i></p>
<p><i>Henry (B2) MDF room</i></p>	<p>The <i>Henry (B2) MDF room</i> is located in <i>St. Margaret's Commercial</i>.</p> <p>Costs for the <i>Henry (B2) MDF room</i> include:</p> <ul style="list-style-type: none"> • repairs and maintenance fees for the room, distribution frame, cables and associated equipment; • cleaning <p>The costs for the <i>Henry (B2) MDF room</i> do not include electricity consumption.</p>	<p><i>St. Margaret's Commercial and Henry (B2)</i></p>
<p><i>Ivy (B3) MDF room</i></p>	<p>The <i>Ivy (B3) MDF room</i> is located in <i>St. Margaret's Commercial</i>.</p> <p>Costs for the <i>Ivy (B3) MDF room</i> include:</p> <ul style="list-style-type: none"> • repairs and maintenance fees for the room, distribution frame, cables and associated equipment; • cleaning <p>The costs for the <i>Ivy (B3) MDF room</i> do not include electricity consumption.</p>	<p><i>Ivy (B3) and St Margaret's Commercial</i></p>
<p><i>Alba (B1) and Jasper (B5) Hot water heater room</i></p>	<p>The <i>Alba (B1) and Jasper (B5) Boiler room</i> is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes maintenance and repair of the room, boilers pumps, pipes and associated equipment.</p> <p>The costs for the <i>Alba (B1) and Jasper (B5) Boiler room</i> do not include electricity or gas consumption.</p>	<p><i>Alba (B1) and Jasper (B5)</i></p>

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Shared facility	Description	Member Benefited
<p><i>Henry (B2) and Ivy (B3) Hot water heater room</i></p>	<p>The <i>Henry (B2) and Ivy (B3)</i> Boiler room is located in <i>St. Margaret's Commercial</i>.</p> <p>This includes maintenance and repair of the room, boilers pumps, pipes and associated equipment.</p> <p>The costs for the <i>Henry (B2) and Ivy (B3)</i> Boiler room do not include electricity or gas consumption.</p>	<p><i>Henry (B2) and Ivy (B3)</i></p>
<p>Electrical consumption - Precinct</p>	<p>Connected equipment:</p> <ul style="list-style-type: none"> • Fire Indicator Panel; • EWIS; • Fire Control Room Socket Outlets and Lighting • Sprinkler/Hydrant Valve Room Socket Outlets • BMS Controls Circuit Breakers • Access Control • Valve Room Lighting • Electric and Diesel Sprinkler/Hydrant Booster Pump • Sprinkler/Hydrant Jacking Pump • Irrigation/Water Feature Plant • Cold Water Pump Set and Control Panel • Sewer/Stormwater Pump-out Stations • External Lighting • Misc. Areas Supply Fans • Grease/Garbage Exhaust Fans • Security/Manager's Office A/C • Primary Condenser Water Pump • Cooling Tower • Hot water heater • Heating pump • Main Plant Room Supply Fan • Water Treatment Pumps Controller • Main Switch Room Light and Power • Retail/Residential Garbage Fan • Commercial Garbage/Car Wash Bay Hot Water Unit • Car Wash Bay Light and Power • PFC 	<p><i>All members</i></p>
<p>Electrical consumption - <i>Healthclub</i></p>	<p>Connected equipment:</p> <ul style="list-style-type: none"> • Pool plant • Pool air conditioning Plant • Pool Plant Exhaust Fan • Gym Air Conditioning Plant • BMS Controls Circuit Breaker • Pool Supply Fan • Toilet Exhaust Fan • Residential Garbage air conditioning Plant 	<p><i>Alba (B1), Henry (B2), Ivy (B3) and Jasper (B5)</i></p>

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Shared facility	Description	Member Benefited
Electrical consumption - carparking areas	Connected equipment: <ul style="list-style-type: none"> • Carpark Exhaust Fans • BMS Controls Circuit Breakers • Carpark Supply Fan 	Carpark and <i>St. Margaret's Commercial</i>
Service Bays	Two service bays are located on the ground level of <i>St. Margaret's Commercial</i> adjacent to <i>Lot 2</i> . This includes access to and from the service bays using the most direct route or the route nominated by the <i>committee</i> from time to time. Costs associated with the service bays include signage, line markings, maintenance and repair of the road surface finish of the service bays.	<i>Lot 2</i> and <i>St. Margaret's Commercial</i>
Shared access	The shared access includes the access road known as <i>Jesmond Place</i> located in <i>St. Margaret's Commercial</i> and the main circulation driveways located within <i>St. Margaret's Commercial</i> and <i>Carpark</i> . The Shared access is intended to facilitate access to the service bays and carspaces for the <i>Lot 2</i> and visitor parking within <i>St. Margaret's Commercial</i> . Costs associated with the shared access include signage (other than those included as part of the Signage shared facility below), line markings, maintenance and repair of the road surface finish of the accessway.	<i>Lot 2, St. Margaret's Commercial</i> and <i>Carpark</i>
Signage	The general directional and instructing signage located throughout <i>St. Margaret's</i> as required by <i>Council</i> or otherwise approved by the <i>committee</i> , including (without limitation) signs in relation to: <ul style="list-style-type: none"> • Loading dock access and conditions of use; • No parking sign at <i>Jesmond Street</i> "No Parking" zones required by <i>Council</i>; • exclusion of owners and occupiers from on-street resident parking schemes while this policy remains in force by <i>Council</i>. 	All members

Strata management statement for St. Margaret's

Schedule 2 - Division of costs for shared facilities

The percentages in the third to seventh columns represent the percentage of the total cost for each *shared facility* that each *member* must pay.

Shared facility	Lot 2 Owner	St. Margaret's Commercial Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of apportioning cost
Insurance	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative replacement value of each of the strata schemes and <i>stratum lots</i> .
Strata management services	14%	14%	14%	14%	14%	15%	15%	Equally apportioned between each strata scheme and <i>stratum lot</i> .
Facilities management services	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Cleaning services	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).

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Shared facility	Lot 2 Owner	St. Margaret's Commercial Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of apportioning cost
Security services	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding costs of demolition, excavation and construction of public access areas).
Lifts (A)	5%	75%	0%	5%	5%	5%	5%	Allocation based on estimated use and benefit.
Lifts (B)	0%	0%	0%	20%	5%	0%	75%	Allocation based on estimated use and benefit.
Lifts (C)	0%	0%	0%	0%	0%	100%	0%	100% use and benefit
Air conditioning	6%	51%	2%	20%	0%	20%	1%	Allocation based on estimated condenser water flow rate.
Kitchen Exhaust	0%	100%	0%	0%	0%	0%	0%	Allocation based on estimated use and benefit.
Miscellaneous Ventilation plant and equipment	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding costs of demolition, excavation and construction of public access areas).
Carpark ventilation plant and equipment	1%	23%	76%	0%	0%	0%	0%	Allocation based on estimated use and benefit.

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Shared facility	Lot 2 Owner	St. Margaret's Commercial Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of apportioning cost
Building Management Control System (BMCS)	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Fire System	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding costs of demolition, excavation and construction of public access areas).
Water feature plant room	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
On-site stormwater detention tanks	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Stormwater drainage and pump-out	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Domestic cold water	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).

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Shared facility	Lot 2 Owner	St. Margaret's Commercial Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of apportioning cost
Sewerage system	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Loading dock and garbage removal dock	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Main residential garbage room	0%	0%	0%	26%	8%	34%	32%	Allocation based on estimated use and benefit.
Alba (B1) garbage room	0%	0%	0%	100%	0%	0%	0%	100% use and benefit
Henry (B2) garbage room	0%	0%	0%	0%	100%	0%	0%	100% use and benefit
Ivy (B3) garbage room	0%	0%	0%	0%	0%	100%	0%	100% use and benefit
Jasper (B5) garbage room	0%	0%	0%	0%	0%	0%	100%	100% use and benefit
Commercial garbage room	25%	75%	0%	0%	0%	0%	0%	Allocation based on estimated use and benefit.

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Shared facility	Lot 2 Owner	St. Margaret's Commercial Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of apportioning cost
Public access area	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Healthclub	0%	0%	0%	26%	8%	34%	32%	Allocation based on estimated use and benefit.
Disabled Toilet	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Carwash bays	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Bike racks	0%	0%	0%	26%	8%	34%	32%	Allocation based on estimated use and benefit.
Gas Regulator room	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Electricity infrastructure	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).

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Shared facility	Lot 2 Owner	St. Margaret's Commercial Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of apportioning cost
Main distribution frame room for telecommunications and Jasper (B5) MDF room	1%	7%	6%	17%	5%	18%	46%	Allocation based on estimated use and benefit.
MATV system	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).
Alba (B1) MDF room	0%	30%	0%	70%	0%	0%	0%	Allocation based on estimated use and benefit.
Henry (B2) MDF room	0%	50%	0%	0%	50%	0%	0%	Allocation based on estimated use and benefit.
Ivy (B3) MDF room	0%	20%	0%	0%	0%	80%	0%	Allocation based on estimated use and benefit.
Alba (B1) and Jasper (B5) Hot water heater room	0%	0%	0%	40%	0%	0%	60%	Allocation based on estimated use and benefit.
Henry (B2) and Ivy (B3) Hot water heater room	0%	0%	0%	0%	20%	80%	0%	Allocation based on estimated use and benefit.

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Shared facility	Lot 2 Owner	St. Margaret's Commercial Owner	Carpark Owner	Alba (B1) Owner	Henry (B2) Owner	Ivy (B3) Owner	Jasper (B5) Owner	Method of apportioning cost
Electrical consumption - Precinct	5%	37%	3%	14%	3%	21%	17%	Allocation based on estimated usage.
Electrical consumption - Healthclub	0%	0%	0%	26%	8%	34%	32%	Allocation based on estimated use and benefit.
Electrical consumption - carparking areas	1%	52%	47%	0%	0%	0%	0%	Allocation based on estimated use and benefit.
Service Bays	20%	80%	0%	0%	0%	0%	0%	Allocation based on the relative estimated use and benefit.
Shared access	0%	100%	0%	0%	0%	0%	0%	Allocation based on estimated nominal cost of use by the Lot 2 Owner and the Carpark Owner.
Signage	1%	9%	8%	23%	7%	25%	27%	Allocation based on relative cost of construction (excluding cost of demolition, excavation and construction of public access areas).

Strata management statement for St. Margaret's

Schedule 3 - Architectural Code

SP72040

Architectural Code

1 Overview

1.1 Why have an Architectural Code?

The primary reasons for having an *Architectural Code* and controlling building works and the external appearance of *St Margaret's* are:

- (a) to preserve the design integrity and architectural quality of *St Margaret's*; and
- (b) to recognise the different requirements of the residential and commercial components of *St Margaret's*, while having proper regard to the common interest of all *members, owners* and *occupiers*; and
- (c) to maintain the high aesthetic standards that make *St Margaret's* such an attractive and desirable place in which to live or operate a business; and
- (d) to uphold property values for *owners*.

1.2 What does the Architectural Code regulate?

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

- (a) the *external appearance* of *apartments* and *commercial lots*; and
- (b) works which you may carry out without consent from the *committee*; and
- (c) works which you may carry out only with consent from the *committee*; and
- (d) works which you cannot carry out; and
- (e) acoustic requirements and noise control.

1.3 Inconsistencies

If there is an inconsistency between a clause in this management statement and the *Architectural Code*, the clause in the management statement prevails.

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1.4 Disputes

The dispute resolution provisions in this management statement apply to the *Architectural Code* and to approvals granted or refused under it.

1.5 Easements

Despite anything to the contrary in this management statement or the *Architectural Code*, you do not need to obtain approval from the *committee* to carry out works or do anything which you are entitled to do under the *easements*.

1.6 The Developer

Despite anything to the contrary in this management statement or the *Architectural Code*, the *developer* does not have to comply with the *Architectural Code* while it is an *owner*.

2 Approvals from Government Agencies

2.1 What are your obligations?

You must obtain all necessary approvals from *government agencies* before you carry out any works under the *Architectural Code*. This includes works for which the *committee* has created a *standing approval*.

2.2 When can you apply for consent from Government Agencies?

Subject to this clause, you may apply for approval from a *government agency* to carry out works under the *Architectural Code* only after you have obtained approval from the *committee*.

2.3 Approving applications to Government Agencies

You must not unreasonably refuse to approve or sign an application to a *government agency* if the works contemplated in the application have been approved by the *committee*.

3 Architectural Standards and Architectural Works

3.1 Objectives of the Architectural Standards

The purpose of the *Architectural Standards* is to ensure that you do not place, install or retain anything in *St Margaret's*:

- (a) which is not in conformity with the appearance of *St Margaret's*; or
- (b) which, in the opinion of the *committee* acting reasonably, detrimentally affects the *external appearance* of *St Margaret's*.

This is achieved by setting parameters in the *Architectural Standards* for items like window coverings, balcony furniture and other items which are visible from outside buildings in *St Margaret's*.

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3.2 Architectural Works

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

- (a) for which the *Architectural Standards* in this clause require you to obtain consent; or
- (b) which affects the architectural integrity of *St Margaret's* and is not approved under the *Architectural Standards*; or
- (c) which otherwise changes the *external appearance* of *St Margaret's*; or
- (d) which are not *Building Works*.

3.3 Differences to the Building Standards

The *Architectural Standards* are different to the *Building Standards*. The *Architectural Standards* are primarily concerned with the *external appearance* of *St Margaret's* and changes which may be made to the *external appearance* without affecting structures or services. For example, the *Architectural Standards* deal with the types of curtains and other window coverings in *apartments* and *commercial lots*. The *Building Standards*, on the other hand, are concerned with alterations to buildings, structures and services.

3.4 Changing the External Appearance of St Margaret's

Subject to this clause, you must have obtain consent from the *committee* to do anything which changes the *external appearance* of *St Margaret's*.

3.5 Powers of the Committee

The *committee* has the power to require you to remove any item you have placed, installed or retained in your part of *St Margaret's* if it alters the *External Appearance* of *St Margaret's* if:

- (a) you do not have consent from the *committee* or relevant *government agencies*; or
- (b) it detrimentally affects the *external appearance* of *St Margaret's*.

3.6 Window coverings and blinds

The *committee* must adopt a co-ordinated approach to the installation of curtain linings or any treatment to the insides of windows and doors, particularly in *apartments* and *commercial lots*.

3.7 Curtains, blinds and other window coverings in apartments

If you are the *owner* or *occupier* of an *apartment*, you:

- (a) may install curtains, blinds, louvres, shutters and other window and door treatments on or in your *apartment* provided they have an

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appearance from outside the *apartment* which is cream or black or grey; and

- (b) must have consent from the *committee* to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 3.7(a) of the *Architectural Code*.

Curtain linings or sheers are an acceptable method of achieving this (provided they comply with the colours in this clause 3.7(a)) of the *Architectural Code*.

3.8 Curtains, blinds and other window coverings in commercial lots

If you are the *owner* or *occupier* of a *commercial lot*, you may install curtains, blinds, louvres, shutters and other window coverings in your *commercial lot* provided that they are:

- (a) in conformity with the appearance of *St Margaret's*; and
- (b) of a quality commensurate to the quality of *St Margaret's*.

3.9 Curtains, blinds and other window coverings in common property

If you are an *owners corporation*:

- (a) you may install curtains, blinds, louvres, shutters and other window and door treatments in the *common property* of your strata scheme provided they have an appearance from outside the strata scheme which is cream or black or grey; and
- (b) you must have consent from the *committee* to place, install or retain curtains, blinds, louvres, shutters and window and door treatments other than those specified in clause 3.9(a) of the *Architectural Code*.

3.10 Sun shades

You must have consent from the *committee* to install a sun shade, sun blind, awning or other sun shading device:

- (a) in your *apartment*, on *common property* or in your *commercial lot*; or
- (b) if you are an *owners corporation*, in your strata scheme.

3.11 Window treatments

You must have consent from the *committee* to place solar film or similar treatments on the internal or external surface of glass windows or doors:

- (a) in your *apartment* or *commercial lot*; or
- (b) if you are an *owners corporation*, in your strata scheme.

3.12 Balcony furniture and landscaping

You do not need consent from the *committee* to keep outdoor furniture on the *balcony* of your *apartment* or *commercial lot* provided that the outdoor furniture:

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- (a) is of a high quality and finish, commensurate with the quality of *St Margaret's*; and
- (b) is in keeping with the appearance of *St Margaret's*.

3.13 Fixing items to a balcony

You must have consent from the *committee* to fix furniture, decorative objects or any other items to the *balcony* of your *apartment* or *commercial lot*.

3.14 Maintaining outdoor furniture

You must:

- (a) properly maintain furniture on the *balcony* of your *apartment* or *commercial lot*; and
- (b) ensure that the furniture is clean and tidy at all times.

3.15 Landscaping on Balconies

You do not need consent from the *committee* to keep landscaping on the *balcony* of your *apartment* or *commercial lot* provided that all elements of the landscaping (eg planter boxes and plants):

- (a) are of a high quality and finish, commensurate with the quality of *St Margaret's*; and
- (b) are in keeping with the appearance of *St Margaret's*.

However, you must not fix brackets, hangers, shelves or trellis type structures (or similar fixtures) on the *balcony* of your *apartment* or *commercial lot* unless you have consent from the *committee*.

3.16 Maintaining landscaping

You must:

- (a) regularly maintain landscaping on the *balcony* of your *apartment* or *commercial lot*; and
- (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*; and
- (d) when you water landscaping on the *balcony*, ensure that:
 - (i) no water enters another part of *St Margaret's*; and
 - (ii) no damage is caused to another part of *St Margaret's*.

3.17 Removing balcony furniture and landscaping

You must immediately remove furniture from the *balcony* of your *apartment* or *commercial lot* if:

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- (a) you do not comply with your obligations under this clause; or
- (b) the furniture has caused or may cause damage to another part of *St Margaret's*.

3.18 Colour schemes and paint work

You must have consent from the *committee* to change the colour or surface of any wall, window, door, floor, ceiling or other surface in your *apartment*, *carpark lot* or *carspace*, *commercial lot* or *common property* if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside your *apartment* and *commercial lot* or *common property*; and
- (b) the proposed colour or surface changes or is not in keeping with the *external appearance* of *St Margaret's*.

4 Building Standards and Building Works

4.1 Objectives of the Building Standards

The *Building Standards* are designed to maintain the architectural, structural and fire integrity of *St Margaret's*. The purposes of the *Building Standards* are:

- (a) to maintain the *external appearance* of *St Margaret's*; and
- (b) to ensure that *Building Works* are co-ordinated and consistent throughout *St Margaret's*; and
- (c) to prevent damage to structures and services in *St Margaret's*.

4.2 When do you need consent to carry out work?

You must apply to the *committee* for consent to carry out *Building Works*. *Building Works* are all works which affect *shared facilities*, *common property*, an *apartment* and *commercial lot*:

- (a) which are not approved under the *Building Standards* in this clause; or
- (b) which affect the *external appearance* of *St Margaret's*; or
- (c) which the *Building Standards* in this clause require you to obtain consent; or
- (d) which are not *Architectural Works*.

4.3 Types of Building Works

There are two types of *Building Works* which regulate works carried out in *St Margaret's*. They are:

- (a) *external appearance building works*; and

(b) *shared facility building works.*

4.4 Who grants consent?

You must have consent from the *committee* to carry out *external appearance building works* or *shared facility building works*.

4.5 External Appearance Building Works

You must obtain consent from the *committee* before you carry out *external appearance building works*. Subject to this clause, External Appearance Building Works are all works in *common property*, *shared facilities*, an *apartment*, a *carpark lot* or a *commercial lot* which affect (or will affect) the *external appearance* of *St Margaret's*. *External appearance building works* do not include works which are *shared facilities building works*.

4.6 Shared Facilities Building Works

You must obtain consent from the *committee* before you carry out *shared facilities building works*. Subject to this clause 4.6, Shared Facilities Building Works are all works which affect *shared facilities*. *shared facilities building works* do not include works which are *external appearance building works*.

4.7 Installing security devices

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

4.8 Security doors and windows

Subject to this clause, the *committee* will generally consent to an application to install a security door or window in an *apartment*, a *commercial lot* or *common property* if:

- (a) the door or window is finished in:
 - (i) a colour that matches the existing door or window frame; or
 - (iii) a cream or off white colour; and
- (b) 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.

The *committee* will generally not consent to the installation of a security door to the entry door to an *apartment*.

4.9 Alarms

You may install a security alarm in your *apartment*, *commercial lot* or *common property* without consent from the *committee* or your *owners corporation* if:

- (a) the alarm is a "back to base" facility; and

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- (b) the alarm is silent; and
- (c) the alarm does not have flashing lights; and
- (d) the alarm satisfies with the requirements of the *Protection of the Environment Operations (Noise Control) Regulation 200* under the *Protection of the Environment Operation Act 1997* (NSW) or other relevant law in force from time to time; and
- (e) the installation is not attached to or interferes with *common property* (eg is not attached to the ceiling of a *balcony*); and
- (f) the installation is not attached to or interferes with a *shared facility*.

4.10 Obtaining consent to install an alarm

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

- (a) *common property* in your strata scheme, you must have consent from your *owners corporation* before you install the alarm; or
- (b) a *shared facility*, you must obtain consent from the *committee* before you install the alarm.

4.11 Other security devices

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

- (a) the device is in keeping with the appearance of *St Margaret's*; and
- (b) the device is not likely to cause a nuisance to or interfere with the enjoyment of *members, owners* or *occupiers*.

4.12 External lighting

You must have consent from the *committee* and *government agencies* to change the existing exterior lighting in your *apartment, commercial lot* or *common property*.

4.13 Procedures to enclose a carspace

You must have consent from *government agencies* and the *committee* to enclose a *carpark lot*. The *committee* will not consent to the enclosure of a *carspace lot* unless:

- (a) the enclosure takes place wholly within the *carpark lot*; and
- (b) the enclosure complies with the current car parking requirements of *government agencies*; and
- (c) you have consent of the *owner* of the adjoining *carpark lot*; and
- (d) the enclosure is on the centre line between the *carpark lot* and an adjoining *carpark lot*; and

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- (e) all fire sprinklers, fire control, smoke exhaust ventilation and other services affected by the enclosure are dealt with to the satisfaction of the *committee*; and
- (f) if you are an *occupier*, you obtain consent from the *owner* of your *carpark lot*.

4.14 Some prohibitions

You must not:

- (a) install a solid fuel burning appliance in *St Margaret's*; or
- (b) install a mounted air conditioning unit on the *balcony* of an *apartment* or *commercial lot* or on *common property*; or
- (c) enclose the *balcony* of an *apartment* or *commercial lot*; or
- (d) hang clothes, washing or similar items in any area that is visible from outside a building in *St Margaret's*; or
- (e) attach or hang an aerial, security device or wires outside a building in *St Margaret's*.

5 Signage

5.1 Approvals from Government Agencies

You may only erect a sign in *St Margaret's* if, before you erect the sign:

- (a) you obtain all necessary consents from *government agencies*; and
- (b) you provide a copy of any consent you obtain to the *committee*; and
- (c) the sign complies with this clause.

5.2 Signs in Commercial Lots

If you are the *owner* or *occupier* of a *commercial lot*, you may erect a sign in your *commercial lot* provided that:

- (a) the sign is an adhesive, painted or similar sign affixed inside the *commercial lot* on the main window or externally on the entrance door of the *commercial lot*; and
- (b) if the sign is illuminated, it is not flashing.

5.3 Other signs

If you propose to erect a sign that is not approved under clauses 5.2 ("Signs in Commercial Lots") in the *Architectural Code*, you must obtain consent from the *committee* before you erect the sign.

6 Acoustic Standards

6.1 Purpose

The purpose of the *Acoustic Standards* is to maintain acceptable levels and duration of noise transmission between the various components of *St Margaret's*.

6.2 Your obligations

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

6.3 How do the Acoustic Standards work?

The requirements in the *Acoustic Standards* are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under clause 6.7 ("Playing musical instruments") of the *Architectural Code* you may practice or play musical instruments between certain hours. However, you must not play a particular type of instrument or play the instrument at any time if this will unreasonably interfere with another *owner* or *occupier*.

6.4 Noise which affects your neighbours

Subject to the *Acoustic Standards*, you must not make noise which might unreasonably interfere with the use and enjoyment by another *member, owner* or *occupier* of their *apartment, commercial lot* or *common property*.

6.5 Equipment and machinery

You must ensure that equipment and machinery in your *apartment, carpark lot, commercial lot* or *common property* does not cause vibrations or noise in another part of *St Margaret's* (eg tread mills, weight machines or washing machines).

6.6 Using power tools

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

6.7 Playing musical instruments

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

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6.8 Playing music

Subject to this clause, you must not play live or other music which exceeds 65dB(A) at the boundary of your *apartment* or *commercial lot* after 11.00 pm (or another hour by the *committee* acting reasonably).

6.9 Inside your apartment

You must not:

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

6.10 Obligations for floor coverings in by-laws

The by-laws for your strata scheme require you to cover or treat the floors in your *apartment* to stop noise transmission which disturbs other *owners* and *occupiers*.

7 Application process

7.1 Making an application

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

7.2 What information must you include in your application?

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

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

However, the *committee* or an *owners corporation* may:

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

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7.3 Lodging your application

You must address your application to the *strata manager* or the strata manager of your *owners corporation* (depending on who may give consent to the application).

7.4 Discretion

Subject to any *standing approvals*, the *committee* and an *owners corporation* may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

7.5 Appointing consultants

The *committee* and an *owners corporation* may appoint consultants to review and make recommendations about applications to it under the *Architectural Code* (eg an architect or engineer for applications affecting the *external appearance*).

7.6 Paying the costs for a consultant

The *committee* or an *owners corporation* may require an applicant to pay the reasonable costs of consultants they appoint under this clause.

7.7 Time frame for making a decision

Subject to this clause, the *committee* or an *owners corporation* must review and make a decision about an application within one month after receiving the application (or another period agreed between the parties).

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

If the *committee* or an *owners corporation* appoint a consultant to review and make recommendations about an application, the *committee* or *owners corporation* must make a decision about the application within one month after the consultant's makes a recommendation to the *committee* or the *owners corporation* (or another period agreed between the parties).

7.9 Notifying the applicant of a decision

The *committee* and an *owners corporation* must immediately advise you in writing when they have made a decision about your application. The advice must:

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

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8 Approval process

8.1 Standing Approvals by the Committee

The *committee* has the power to make *standing approvals* to approve certain works or actions under the *Architectural Code*.

8.2 Conditional approvals

The *committee* and an *owners corporation* may make conditions if they approve an application. The conditions may include, without limitation:

- (a) a reasonable time frame in which the works must be completed; and
- (b) the hours and days during which the works must be carried out; and
- (c) methods of accessing *St Margaret's* to carry out the works.

8.3 Revoking approval

The *committee* and an *owners corporation* may revoke their approval if an applicant does not comply with the conditions for the approval.

8.4 Additional obligations for owners corporation

An *owners corporation* must promptly:

- (a) advise the *committee* in writing when it grants consent to an *owner* or *occupier* to carry out works under its by-laws or the *Architectural Code*; and
- (b) provide the *committee* with a copy of the application by the *owner* or *occupier* to carry out works and the consent given by the *owners corporation*.

8.5 Notice of works on common property

An *owners corporation* must promptly:

- (a) advise the *committee* in writing when the *owners corporation* carries out works in its *common property* (which are not the subject of an application under the *Architectural Code*); and
- (b) provide the *committee* with details of the works carried out.

9 Procedures for carrying out work

9.1 Procedures before you carry out work

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

- (a) arrange with the *committee* and, where appropriate, your *owners corporation* a suitable time and means by which to access the area in which you will carry out the work; and

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- (b) comply with the reasonable requirements of the *committee* and your *owners corporation* about the time and means by which you must access *St Margaret's* to carry out the work; and
- (c) ensure that contractors and any other persons involved in carrying out the work comply with the reasonable requirements of the *committee* and your *owners corporation* about the times and means by which they must access *St Margaret's* to carry out the work.

9.2 Procedures when you carry out work

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

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the *committee* or your *owners corporation*; and
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the *committee* and, where appropriate, your *owners corporation*; and
- (c) regularly remove debris and leave all areas of *shared facilities* and *common property* clean and tidy for all periods during which you carry out the work; and
- (d) repair damage you (or persons carrying out the work on your behalf) cause to *shared facilities*, *common property* or the property of a *member, owner* or *occupier*.

Strata management statement for St. Margaret's

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Signing page

THE COMMON SEAL of ZONE DEVELOPMENTS PTY LIMITED is duly affixed by authority of its directors in the presence of:

[Handwritten Signature]
Signature of authorised person

Office held **Director**

Name of authorised person (block letters)
Isador Alexander Magid

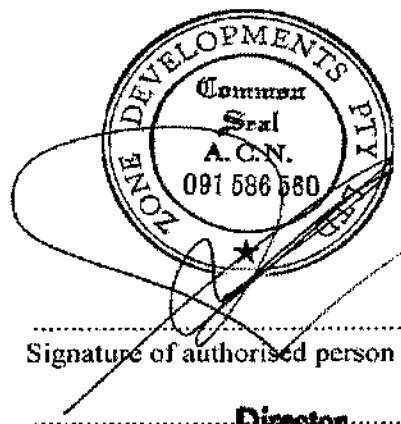
THE COMMON SEAL of OVERLAND ENTERPRISES PTY LIMITED is duly affixed by authority of its directors in the presence of:

[Handwritten Signature]
Signature of authorised person
Office held **Director**

Name of authorised person (block letters)
Isador Alexander Magid

SIGNED by)
as attorney for NATIONAL AUSTRALIA TRUSTEES LIMITED)
under power of attorney registered)
book 4378 no. 311 in the presence of:)

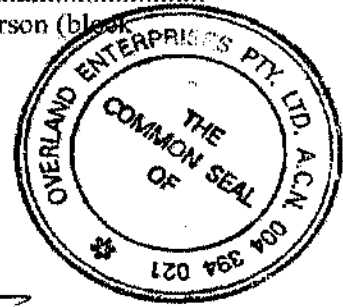
[Handwritten Signature]
Signature of witness)
PETER JOHN ALLAN)
Justice of the Peace)
for Victoria)
800 Bourke St. Docklands VIC 3008)
Address of witness)



Signature of authorised person

Office held **Director**

Name of authorised person (block letters)
Stephen Leslie Adrian



[Handwritten Signature]
Signature of authorised person

Office held **Secretary**

Name of authorised person (block letters)
**Gary Maxwell Harper
Clement Mark Epstein**

SIGNED FOR AND on behalf of NATIONAL AUSTRALIA TRUSTEES LIMITED (ABN 80 007 350 405) by its duly appointed attorneys *[Handwritten Signature]*
PAUL SEMEN **David White**
INVESTMENTS MANAGER **Senior Trust Officer**

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



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: CAVANAGH BOURKE

Address of property: 437 Bourke Street , SURRY HILLS NSW 2010

Owner: THE OWNERS - STRATA PLAN NO 72040

Description of land: Lot 5 DP 1063190, Lots 1-53 SP 72040

Certificate No.: 2022309288

Certificate Date: 29/11/22

Receipt No: 0209326

Fee: \$80.00

Paid: 29/11/22

Title information and 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 B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

Employment Zones Reform Implementation

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms.

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

Draft Sydney Development Control Plan: Open and Creative Planning Reforms:

The purpose of this Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions to facilitate the Open and Creative Planning Reforms.

Planning Proposal – Performance Standards for Net Zero Energy Buildings

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

HERITAGE

Conservation Area

(Sydney Local Environmental Plan 2012)

This property has been identified as land within a Heritage Conservation Area.

Item of Environmental Heritage

(Sydney Local Environmental Plan 2012)

This property has been listed as an Item of Environmental Heritage

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.

- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that

a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: 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

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code, Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>). 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

- | | |
|--|-----------|
| <ul style="list-style-type: none">▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code) | NO |
|--|-----------|

Housing Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Subdivisions Code

Complying development under the Subdivisions Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

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 not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Demolition Code

Complying development under the Demolition Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

(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 clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land is **not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land is **not** affected by any road widening or road realignment under any planning instrument.(9) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	NO
Property is outside the flood planning area	NO
Property is within a buffer zone	UNKNOWN

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	YES
Property is outside the flood planning area and probable maximum flood	NO

Property is within a buffer zone	NO

(3) In this section:

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which 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

In relation to a coastal council: The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 does not apply to the land to which the certificate relates.

(22) Site compatibility certificates and development conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates is **not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates is **not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates is **not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates is **not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for

any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

Hazard Risk Restriction:

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps.

Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information

In relation to this property, there **is** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.**Neighbourhood Parking Policy**

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

ADVICE FROM OTHER BODIES

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

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

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer

City of Sydney

G.P.O. Box 1591

Sydney NSW 2000

End of Document

29 November 2022

Infotrack Pty Limited

Reference number: 8002118164

Property address: U 10111/417-445 Bourke St Surry Hills NSW 2010

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts

City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER

Under Section 735a of the Local Government Act, 1993 and Section 121zp of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your ref:	CAVANAGH
Address of property:	437 Bourke Street , SURRY HILLS NSW 2010
Owner:	THE OWNERS - STRATA PLAN NO 72040
Description of land:	Lot 5 DP 1063190, Lots 1-53 SP 72040
Certificate No.:	202251140
Certificate Date:	8/12/22
Receipt No:	0209864
Fee:	\$133.00
Paid:	8/12/22

Title information, description, dimensions and area of land are provided from data supplied by the Valuer General and shown where available.

A handwritten signature in black ink, appearing to be 'EM'.

Issuing Officer
per Monica Barone
Chief Executive Officer

CERTIFICATE ENQUIRES:

Ph: 9265 9333
Fax: 9265 9415

Certificate Number: 202251140

**CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER
UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION
121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

THIS CERTIFICATE IS CURRENT AS AT 12.00 NOON TWO WORKING DAYS PRIOR TO
THE DATE OF ISSUE.

A building product rectification order pursuant to s.20 of the Building Products (Safety) Act 2017 is in force in respect of the land for which this certificate relates. The terms of the order are as follows:

Terms:

The terms of the Building Product Rectification Order are:

1. REMOVE AND REPLACE EXTERNAL COMBUSTIBLE CLADDING

1.01 Submission Details of Proposed Replacement Cladding

Details of the proposed replacement cladding material (and any related materials between the external wall cladding and primary wall structure) and the manner in which it is to be replaced shall be submitted to Council for approval prior to initiation of any site building works or activities;

Any proposed replacement cladding material (including all components incorporated therein including the facade covering, framing and insulation) must accord with the requirements of the NCC, and needs to be supported by the following:

Proposed replacement cladding submission details are to include:

- (1) Sample board of replacement cladding material(s);
- (2) A statement from a C10 Accredited Fire Engineer or an A1 Accredited Certifier stating that the new cladding material (and any related materials incorporated therein including the facade covering, framing and insulation) used to re-clad the building is suitable and complies with the relevant requirements of the NCC (including but not limited to compliance with Part A5 of the NCC);
- (3) Architectural plans including a site plan and elevations showing the location of cladding to be removed and replaced;
- (4) Material product specification (fire testing reports/install requirements/any product limitations);

Certificate Number: 202251140

- (5) Site management procedures (which are to accord with the relevant requirements of Schedule 1 attached to this Order).

(Works to be completed as part of Stage 1)

1.02 Remove External Combustible Cladding

Following approval and compliance with the requirements of term 1.01 of this Order, all existing external combustible cladding material (and any related combustible materials incorporated therein including the facade covering, framing and insulation) applied to any of the building's external walls or to any other specified external areas of the building shall be removed from the subject premises;

The removal of the combustible cladding material (and any related combustible materials between the external combustible cladding and primary wall or structure) shall be carried out in accordance with the requirements provided under Schedule 1 attached to this Order.

(Works to be completed as part of Stage 2)

1.03 Installation of Replacement Non Combustible Cladding Material

Following approval and compliance with the requirements of terms 1.01 and 1.02 of this Order the replacement cladding material shall be installed on the premises;

All replacement cladding material (and any related materials incorporated therein including the facade covering, framing and insulation) must accord with the requirements of the NCC;

The replacement of the cladding material (and any related materials between the external cladding and primary wall or structure) applied to the building's external walls or to any other external area façade shall be carried out in accordance with the requirements of the approval given under term 1.01 (above) and Schedule 1 attached to this Order.

(Works to be completed as part of Stage 2)

1.04 Certification of Non-Combustible External Cladding

That upon completion of the works of this Order appropriate certification shall be submitted to Council for approval;

The Certification shall be in a form approved by Council and be from a C10 Accredited Fire Engineer or an A1 Accredited Certifier that certifies that the replacement cladding material,

Certificate Number: 202251140

(and any supplementary substrate material) has been installed – (inclusive of the method of installation) in accordance with the design statement and manufacturers/ engineers fixing specifications;

The certification is to confirm that the replacement material (including all components incorporated therein including the facade covering, framing and insulation) is deemed suitable and complies with the relevant requirements of the NCC (including but not limited to compliance with Part A5 of the NCC).

(Works to be completed as part of Stage 3)

Council is pursuing compliance with the terms of the order. Further details can be obtained by contacting Marko Komjevic on .

File Number: FIRE/2020/33

Date: 16/4/2020

END OF CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER UNDER SECTION 735A OF THE LOCAL GOVERNMENT ACT, 1993 AND SECTION 121ZP OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

IF THERE IS NO INFORMATION DISPLAYED ABOVE, IT MAY BE CONSIDERED THAT THERE ARE NO OUTSTANDING NOTICES AND/OR ORDERS, UNDER THE EPA ACT 1979 AND LG ACT 1993 AT THE TIME OF THIS REQUEST. WHERE INFORMATION IS SUPPLIED, COMPLETE DETAILS ARE AVAILABLE BY WRITING TO THE CHIEF EXECUTIVE OFFICER, CITY OF SYDNEY, G.P.O. BOX 1591, SYDNEY, NSW 2001.

THE APPLICANT SHALL NOT BE ENTITLED TO RELY UPON THIS CERTIFICATE IN RESPECT OF ANY NOTICE ISSUED BY SYDNEY CITY COUNCIL AFTER THE DATE OF THIS CERTIFICATE.

Certificate Number: 202251140

NOTHING CONTAINED IN THIS CERTIFICATE SHALL PREVENT SYDNEY CITY COUNCIL FROM ISSUING AT ANY TIME AFTER THE DATE OF THIS CERTIFICATE, ANY NOTICE/ORDER IN RESPECT OF THE PROPERTY.



FOLIO: 3/SP72457

SEARCH DATE	TIME	EDITION NO	DATE
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29/11/2022	10:05 AM	6	21/5/2020

LAND

LOT 3 IN STRATA PLAN 72457
AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

PETER MAURICE CAVANAGH (T AE145318)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP72457
- 2 AQ120171 MORTGAGE TO PERPETUAL TRUSTEE COMPANY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP72457

SEARCH DATE	TIME	EDITION NO	DATE
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1/12/2022	9:44 AM	8	15/6/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 72457
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SURRY HILLS
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP72457

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 72457
ADDRESS FOR SERVICE OF DOCUMENTS:
DYNAMIC PROPERTY SERVICES PTY LTD
LEVEL 25, 66 GOULBURN ST
SYDNEY 2000

SECOND SCHEDULE (23 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN THE TITLE DIAGRAM
- 4 SP72040 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP72040
AI499057 AMENDMENT TO STRATA MANAGEMENT STATEMENT
- 5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP72040 AND SP72457
- 6 LAND EXCLUDES MINERALS BY THE CROWN GRANT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1063190
- 7 Z954199 LEASE TO SYDNEY ELECTRICITY OF SUBSTATION PREMISES NO.3000 SHOWN IN PLAN ANNEXED TO P170839 TOGETHER WITH RIGHT OF WAY 4.265 & VARIABLE WIDE AND EASEMENT ELECTRICITY PURPOSES 1.83 AND 4.265 WIDE AND VARIABLE. EXPIRES 27.5.2041
- 8 DP1011262 EASEMENT FOR SUPPORT VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 6660408 COVENANT
- 10 DP1039562 EASEMENT FOR LIGHT AND AIR VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

- 11 DP1066810 RIGHT OF FOOTWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1063190 EASEMENT FOR SERVICES (F) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 13 DP1063190 EASEMENT FOR SERVICES (F) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1063190 EASEMENT FOR SUPPORT (D) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 15 DP1063190 EASEMENT FOR SUPPORT (D) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1063190 EASEMENT FOR SHELTER (E) AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 17 DP1063190 EASEMENT FOR SHELTER (E) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1063190 EASEMENTFOR EMERGENCY EGRESS (G) 2.55, 2.56 AND VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1063190 POSITIVE COVENANT
- 20 DP1063190 RESTRICTION(S) ON THE USE OF LAND
- 21 AD77838 CHANGE OF BY-LAWS
- 22 AG86938 CHANGE OF BY-LAWS
- 23 AH187464 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 248)

STRATA PLAN 72457

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1	15	- 1	16	- 1
17	- 1	18	- 1	19	- 1	20	- 1
21	- 1	22	- 1	23	- 1	24	- 1
25	- 1	26	- 1	27	- 1	28	- 1
29	- 2	30	- 1	31	- 2	32	- 2
33	- 2	34	- 1	35	- 1	36	- 1
37	- 1	38	- 1	39	- 1	40	- 1
41	- 1	42	- 1	43	- 1	44	- 1
45	- 1	46	- 1	47	- 1	48	- 1
49	- 1	50	- 1	51	- 1	52	- 1
53	- 1	54	- 1	55	- 1	56	- 1
57	- 1	58	- 1	59	- 1	60	- 1
61	- 1	62	- 1	63	- 1	64	- 1
65	- 1	66	- 1	67	- 1	68	- 1
69	- 1	70	- 2	71	- 1	72	- 1
73	- 1	74	- 1	75	- 1	76	- 1

END OF PAGE 2 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 248) (CONTINUED)

STRATA PLAN 72457

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
77	- 2	78	- 1	79	- 1	80	- 1
81	- 1	82	- 1	83	- 1	84	- 1
85	- 1	86	- 1	87	- 1	88	- 1
89	- 1	90	- 1	91	- 1	92	- 1
93	- 1	94	- 1	95	- 1	96	- 1
97	- 1	98	- 1	99	- 1	100	- 1
101	- 1	102	- 1	103	- 1	104	- 1
105	- 1	106	- 1	107	- 2	108	- 2
109	- 1	110	- 2	111	- 2	112	- 1
113	- 1	114	- 1	115	- 1	116	- 1
117	- 1	118	- 1	119	- 1	120	- 1
121	- 1	122	- 1	123	- 1	124	- 1
125	- 1	126	- 1	127	- 1	128	- 1
129	- 1	130	- 1	131	- 1	132	- 1
133	- 1	134	- 1	135	- 1	136	- 1
137	- 1	138	- 1	139	- 1	140	- 1
141	- 1	142	- 1	143	- 1	144	- 1
145	- 1	146	- 1	147	- 1	148	- 1
149	- 1	150	- 1	151	- 1	152	- 1
153	- 1	154	- 1	155	- 2	156	- 2
157	- 2	158	- 2	159	- 2	160	- 1
161	- 2	162	- 2	163	- 1	164	- 1
165	- 1	166	- 1	167	- 1	168	- 1
169	- 1	170	- 1	171	- 1	172	- 1
173	- 1	174	- 1	175	- 1	176	- 1
177	- 1	178	- 1	179	- 1	180	- 1
181	- 1	182	- 1	183	- 1	184	- 1
185	- 1	186	- 1	187	- 1	188	- 1
189	- 1	190	- 1	191	- 1	192	- 1
193	- 1	194	- 1	195	- 1	196	- 1
197	- 1	198	- 1	199	- 1	200	- 2
201	- 2	202	- 2	203	- 2	204	- 2
205	- 1	206	- 2	207	- 2	208	- 2
209	- 1	210	- 2	211	- 2	212	- 2
213	- 2	214	- 2	215	- 2	216	- 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Cavanagh Bourke

PRINTED ON 1/12/2022

* 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.

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: CAVANAGH BOURKE

Address of property: 443 Bourke Street , SURRY HILLS NSW 2010

Owner: THE OWNERS - STRATA PLAN NO 72457

Description of land: Lot 4 DP 1063190, Lots 1-216 SP 72457

Certificate No.: 2022309387

Certificate Date: 2/12/22

Receipt No: 0209590

Fee: \$80.00

Paid: 2/12/22

Title information and 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 B4 Mixed Use (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To ensure uses support the viability of centres.

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Extractive industries; Heavy industrial storage establishments; Heavy industries

PROPOSED ZONING

Employment Zones Reform Implementation

On 14 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012 NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms.

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

Draft Sydney Development Control Plan: Open and Creative Planning Reforms:

The purpose of this Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions to facilitate the Open and Creative Planning Reforms.

Planning Proposal – Performance Standards for Net Zero Energy Buildings

The objective of this planning proposal is to reduce energy consumption and the associated greenhouse gas emissions of office, shopping centre and hotel developments, as well as improve the resilience of these developments to the impacts of climate change. The intended outcome will be to facilitate net zero energy development by 2026 for development subject of this planning proposal. This will occur through amendments to the following: • Sydney Local Environmental Plan 2012 • Sydney Local Environmental Plan (Green Square Town Centre) 2013 • Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013.

Draft B Development Control Plan Performance Standards for Net Zero Energy Buildings 2021:

The purpose of this draft Development Control Plan (DCP) is to amend various development control plans applying to the City of Sydney local government area by inserting provisions that set out energy performance standards for net zero energy buildings

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

HERITAGE

Conservation Area

(Sydney Local Environmental Plan 2012)

This property has been identified as land within a Heritage Conservation Area.

Item of Environmental Heritage

(Sydney Local Environmental Plan 2012)

This property has been listed as an Item of Environmental Heritage

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State.

This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.

- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 - E. P. & A. REGULATION, 2021. SECTIONS (2A) - (22)

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that

a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: 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

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code, Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i>). 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area. 	YES
<ul style="list-style-type: none"> ▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

- | | |
|--|-----------|
| <ul style="list-style-type: none">▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code) | NO |
|--|-----------|

Housing Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Subdivisions Code

Complying development under the Subdivisions Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

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 not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Demolition Code

Complying development under the Demolition Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

(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 clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument. (9) Flood related development controls information.

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	YES
Property is outside the flood planning area	NO
Property is within a buffer zone	NO

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	YES
---	------------

Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	NO

(3) In this section:

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which 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

In relation to a coastal council: The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 does not apply to the land to which the certificate relates.

(22) Site compatibility certificates and development conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates is **not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates is **not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates is **not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates is **not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for

any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

Hazard Risk Restriction:

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps.

Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. **Neighbourhood Parking Policy**

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

ADVICE FROM OTHER BODIES

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

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

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer

City of Sydney

G.P.O. Box 1591

Sydney NSW 2000

End of Document

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLEASE USE ONLY

Strata Certificate
 DEMNLY LINKER
 being
 authorised that the requirements of the "Strata Scheme (Financial Development) Act 1975" and the "Strata Scheme (Financial Development) Regulations 1975" have been complied with.
 "Strata Plan 1/2004/2004"

The approved certifier is satisfied that the plan is consistent with a relevant development consent in force that shows endorsement.

The approved certifier is satisfied that the plan complies with a relevant development consent in force that shows endorsement.

The approved certifier is satisfied that the plan complies with a relevant development consent in force that shows endorsement.

Approved by: **SOUL SYDNEY COUNCIL**
 Date: 06/2003

Completed or date of application.

Surveyors Certificate

PETER WILLIAM WANDERGAAR
 of WHELAN'S DX 288 SYDNEY

a surveyor registered under the Surveyors Act 2002, hereby certify that:
 (1) such acceptable requirement of
 (2) Schedule 1A to the Strata Scheme (Financial Development) Act 1975
 (3) Schedule 1A to the Strata Scheme (Financial Development) Regulations 1975
 has been met.

The survey is/are recorded in the accompanying location plan/s accurate

Date: 15.3.04

This is sheet 1 in my Plan in .14 sheets.

Schedule of By-laws in 22 sheets filed with plan

SCHEDULE OF UNIT ENTITLEMENT

SEE SHEET 2 OF 14

PLAN OF SUBDIVISION OF LOT 4 DP 1063190

LGA: SYDNEY Suburb/locality: SURRY HILLS

Parish: ALEXANDRIA County: CUMBERLAND

Reduction Ratio: Lengths are in metres.

Name of, and address for service of notices on, the owners corporation
 THE OWNERS - STRATA PLAN No. 72457
 "CARPARK" No.443 BOURKE STREET
 SURRY HILLS
 N.S.W. 2010

ⓔ SPT2457

Registered: 06.5.2004

Purpose: STRATA PLAN

Ref Map: ROLL PLAN

Last Plan: DP1063190

FOR LOCATION PLANS SEE SHEETS 3 TO 8

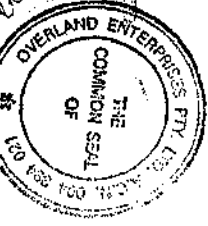
THE COMMON SEAL OF
 ZONE DEVELOPMENTS
 PTY LTD A.C.N. 091 586 560
 was hereto affixed by the authority
 of the Directors and in the presence
 of:



Director Alexander Magid
 Director

Director
 Director

THE COMMON SEAL OF
 OVERLAND ENTERPRISES PTY
 LTD was hereto affixed by the authority
 of the Directors and in the presence
 of:



Director Alexander Magid
 Director

Secretary
 Secretary

SIGNED FOR AND on behalf of NATIONAL AUSTRALIA TRUSTEES LIMITED (ABN 80 007 350 405) by its duly appointed attorneys:
 PAUL SEMEN David White
 INVESTMENT'S MANAGER Senior Trust Officer

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 102 SHEETS FILED WITH S.P. 72457

Mar 15 2004 - 15:34:47 7:\StMargarets\A615\A615-070a.dwg

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 14 Sheets

(AC) EASEMENT FOR ELECTRICITY PURPOSES 1.83 WIDE VIDE Z 964194
 (AD) RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 4.265 WIDE
 AND VARIABLE WIDTH VIDE Z 964194

BOURKE

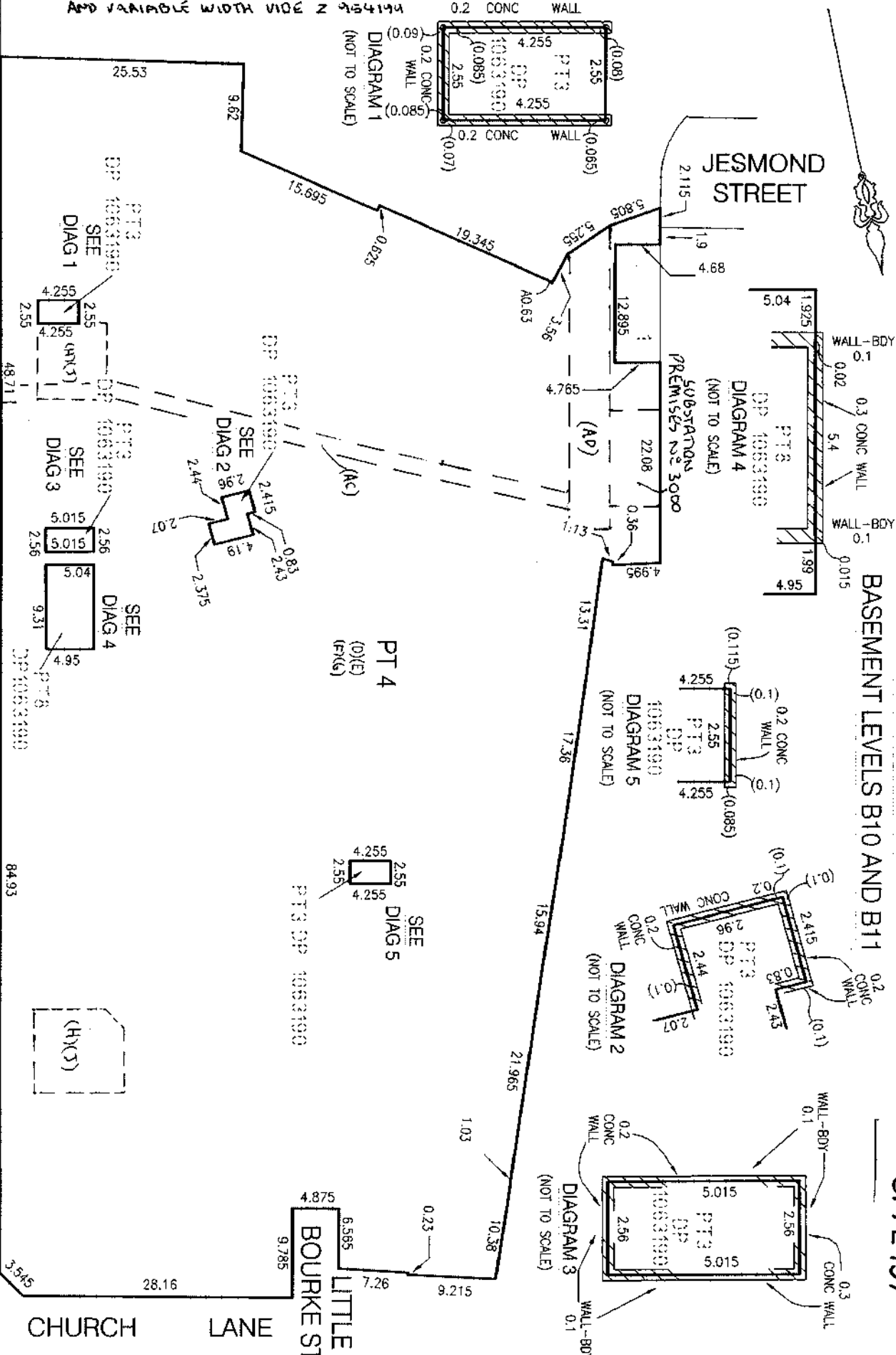
STREET

(S) RESTRICTION ON USE 7.15 WIDE AND VARIABLE (DP 1063190)

- (D) LOT 4 IS A STRATA LOT AS DEFINED IN DP 1063190
- (D) EASEMENT FOR SUPPORT (DP 1063190)
- (E) EASEMENT FOR SHELTER (DP 1063190)
- (F) EASEMENT FOR SEWAGES (DP 1063190)
- (G) EASEMENT FOR EMERGENCY EGRESS 2.55
2.56 AND VARIABLE WIDTH (DP 1063190)
- (H) POSITIVE COVENANT 7.15 WIDE AND
VARIABLE (DP 1063190)

Reduction Ratio: 1:400
 Registered Surveyor

Lengths are in metres
 Architectural Engineer - General Practitioner / Accredited Cartiller



LOCATION PLAN

SP72457

OFFICE USE ONLY

Mar 15 2004 - 15:35:11 Z:\StMargarets\A615\A615-071c.dwg

STRATA PLAN FORM 2

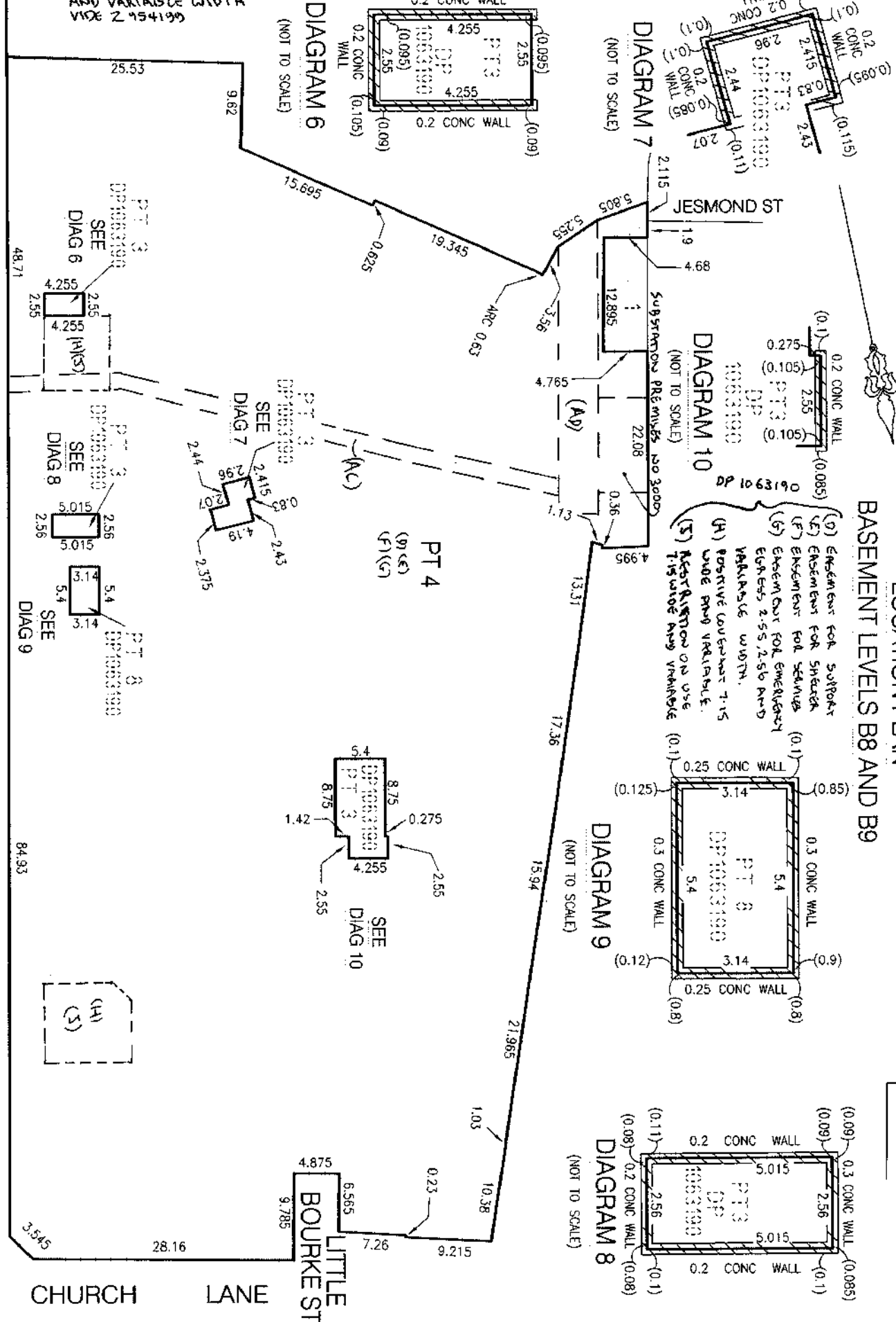
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 14 Sheets

LOCATION PLAN
 BASEMENT LEVELS B8 AND B9

SPT2457

(AC) EASEMENT FOR ELECTRICITY PURPOSES 1.83 WIDE VIDE Z 954199
 (AD) RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 4.265 WIDE
 AND VARIABLE WIDTH VIDE Z 954199



LOT 4 IS A STRATUM LOT AS DEFINED IN DP 1063190.
 RIGHT OF FOOTWAY VARIABLE WIDTH (P) 1063190

Reduction Ratio: 400
 Lengths are in metres.
 Registered Surveyor
 N. Cavanagh
 Accredited Designer / General Manager / Accredited Certifier

DM 6060 6/10/12 MFL

OFFICE USE ONLY

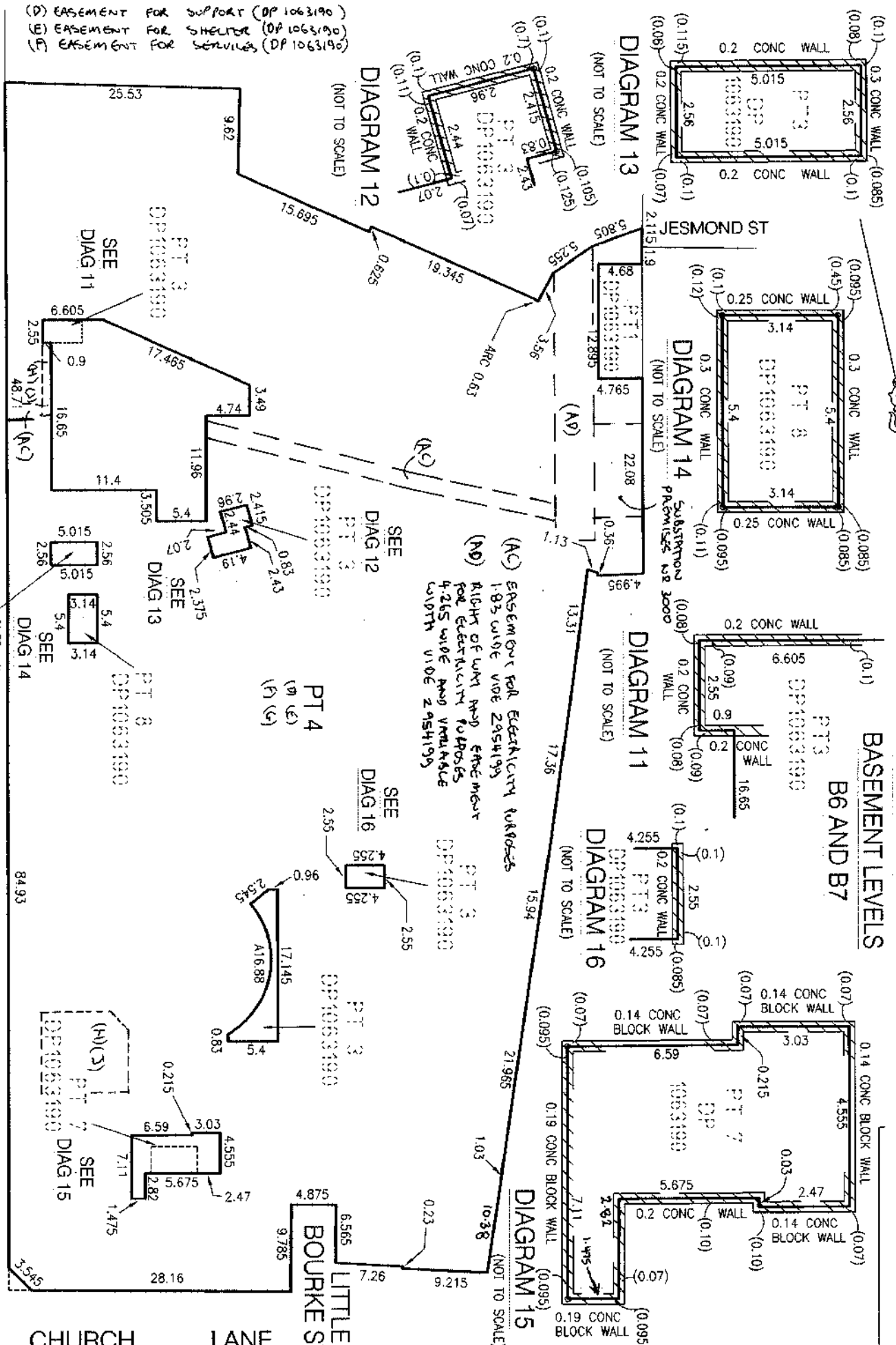
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 14 Sheets

SP72457



- (D) EASEMENT FOR SUPPORT (DP 1063190)
- (E) EASEMENT FOR SHELTER (DP 1063190)
- (F) EASEMENT FOR SERVICES (DP 1063190)

- (G) EASEMENT FOR EMERGENCY EGRESS 2.55, 2.56 ANY VARIABLE (DP 1063190)

LOT 4 IS A STRATUM LOT AS DEFINED IN DP 1063190.
~~RIGHT OF FOOTWAY VARIATION~~ DP 1063190

BOURKE STREET
 DP 1063190
 (H) POSITIVE COVERAGE 7.15 WIDE AND VARIABLE (DP 1063190)
 (I) POSITIVE COVERAGE 7.15 WIDE AND VARIABLE (DP 1063190)

Reduction Ratio 1:400
 Registered Surveyor
 SURVEYOR'S REFERENCE: A615-072a.dwg
 Lengths are in metres.

Amended block mfl

OFFICE USE ONLY

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STRATA PLAN FORM 2

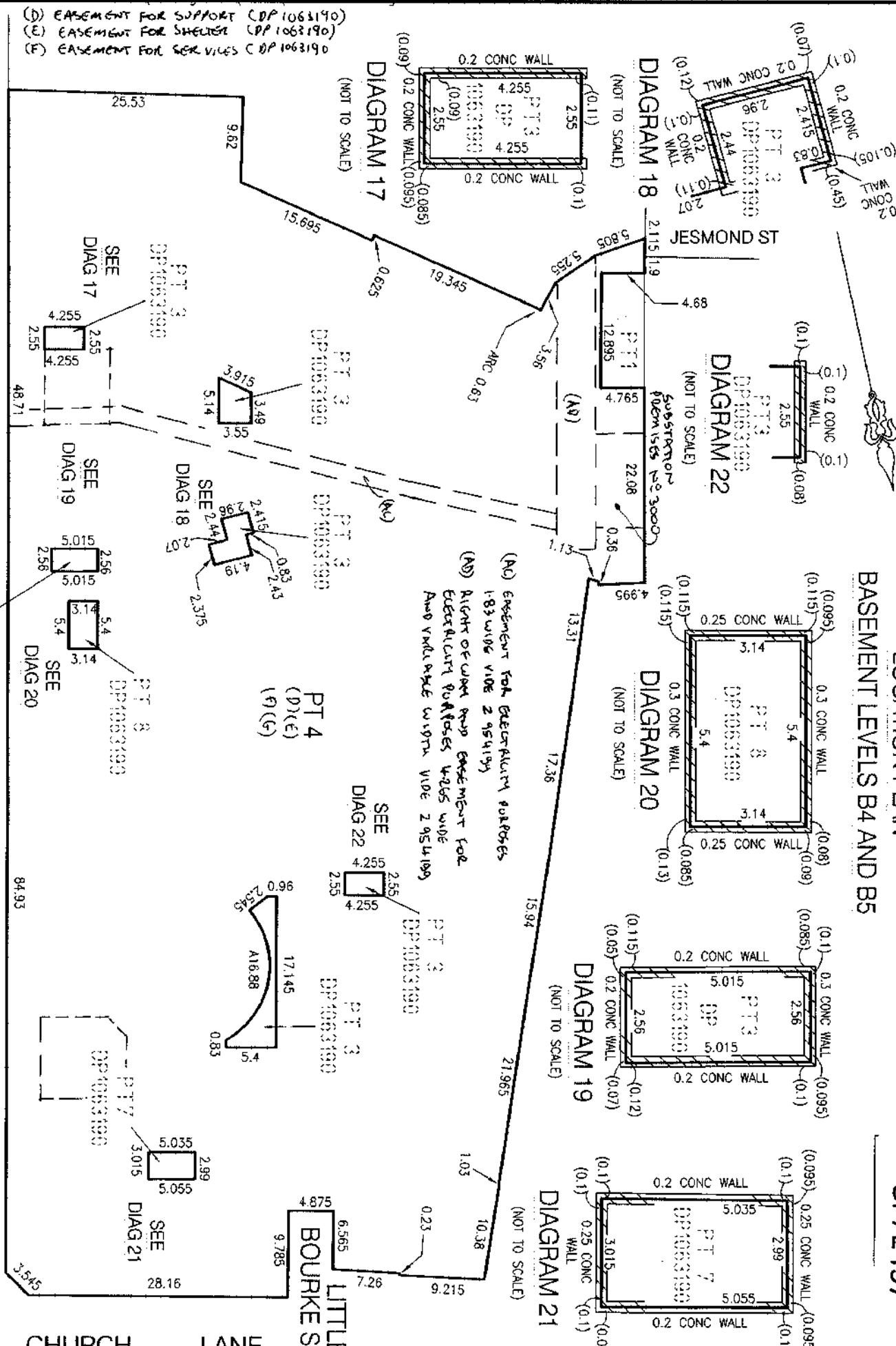
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 14 Sheets

LOCATION PLAN

SP72457

BASEMENT LEVELS B4 AND B5



- (D) EASEMENT FOR SUPPORT (DP 1063190)
- (E) EASEMENT FOR SHELTER (DP 1063190)
- (F) EASEMENT FOR SERVICES (DP 1063190)

- (AC) Easement for Electricity cables 1.83 wide VIDE 2.95(119)
- (AD) Right of way and easement for Electricity cables 4.205 wide AND VARIABLE WITHIN WIDE 2.95(119)

- (J) POSITIVE COVENANT 7.15 WIDE AND VARIABLE (DP 1063190)
- (K) RESTRICTION ON USE 7.15 WIDE AND VARIABLE (DP 1063190)

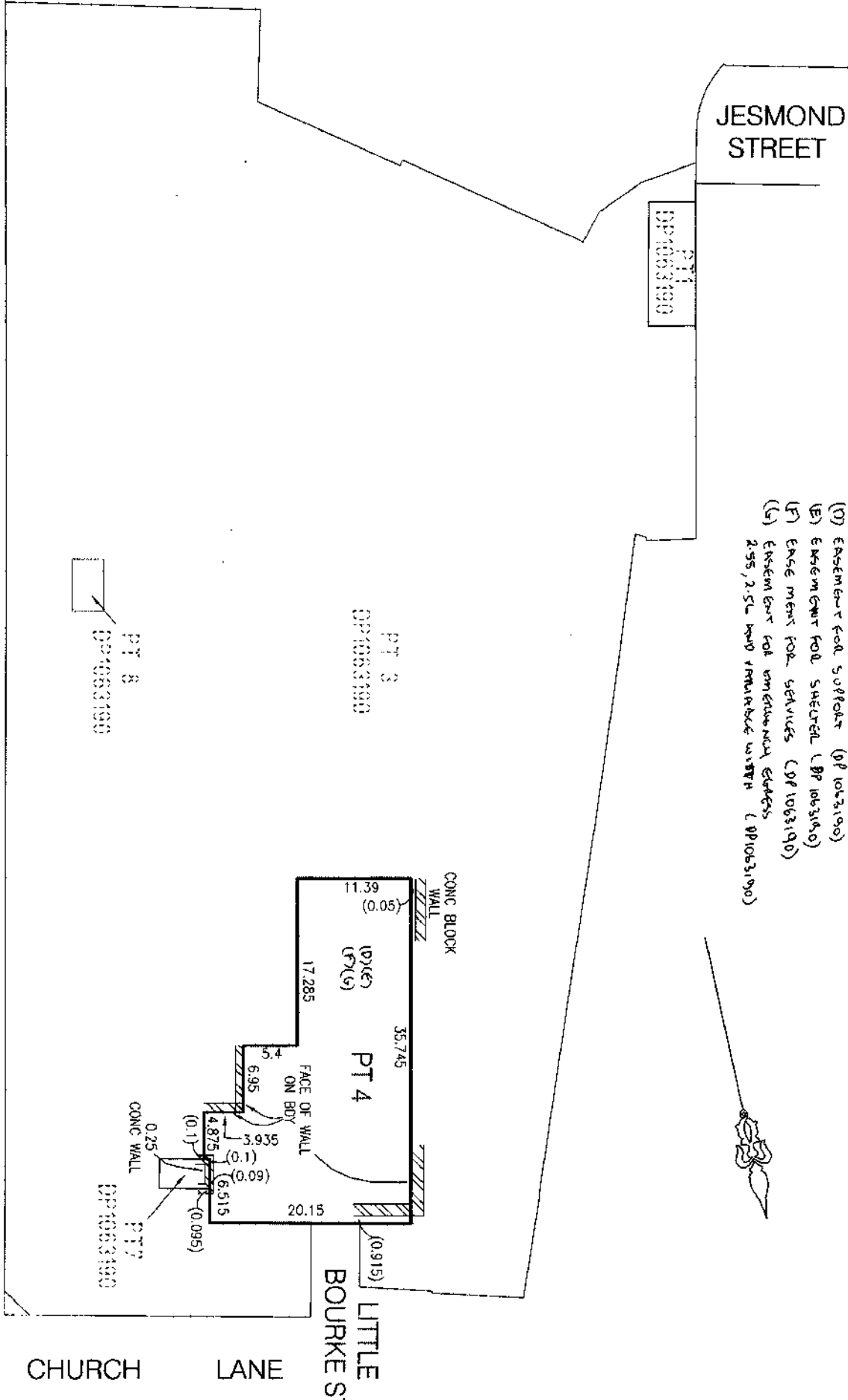
LOT 4 IS A STRATUM LOT AS DEFINED IN DP 1063190.
 BOURKE STREET
 CHURCH LANE
 LITTLE BOURKE STREET
 JESMOND ST
 Reduction Ratio: 1:400
 Registered Surveyor
 SURVEYOR'S REFERENCE: A615-0730.dwg

LOCATION PLAN
 BASEMENT LEVELS B2 AND B3

LOT 4 IS A STRATUM LOT AS DEFINED IN DP 1063190.

SP72457

- (D) EASEMENT FOR SUPPORT (DP 1063190)
- (E) EASEMENT FOR SHEDDING (DP 1063190)
- (F) EASEMENT FOR SERVICES (DP 1063190)
- (G) EASEMENT FOR UTILITIES SERVICES (DP 1063190)
- (H) EASEMENT FOR UTILITIES SERVICES (DP 1063190)



BOURKE STREET

JESMOND STREET

CHURCH LANE

LITTLE BOURKE ST

Reduction Ratio: 1:400

Lengths are in metres.

P. Nandoraj
 Registered Surveyor

[Signature]
 Authorised Person - Licensed Valuer / Accredited Certifier

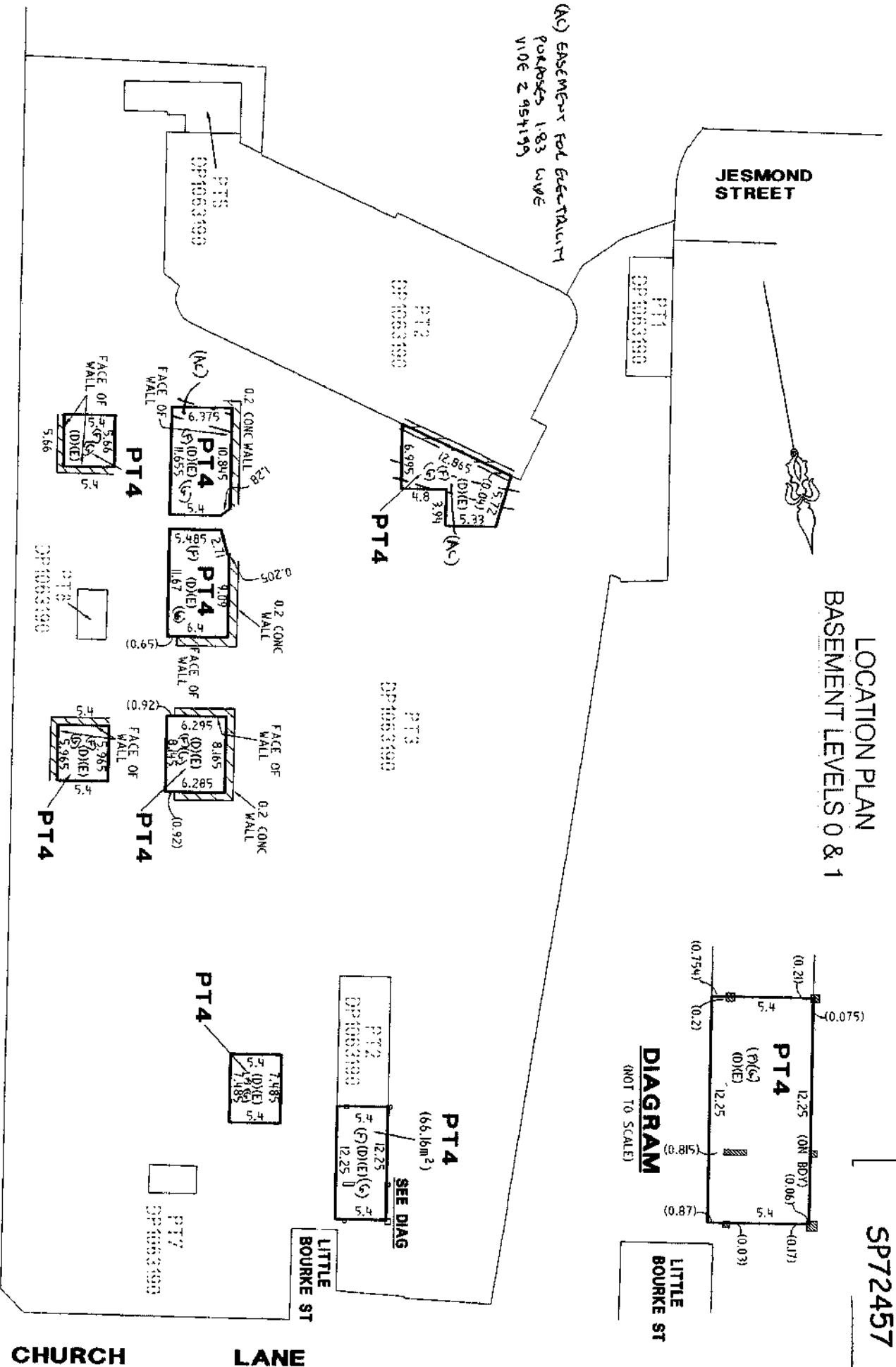
SURVEYOR'S REFERENCE: A615-074a.dwg

amended 6/02/04 mgl

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LOCATION PLAN BASEMENT LEVELS 0 & 1

SP72457



BOURKE

STREET

CHURCH LANE

LITTLE BOURKE ST

(AC) EASEMENT FOR ELECTRICALITY
Poles 1, 83, 199
W/OE 2 954199

- (D) EASEMENT FOR SUPPORT (DP 1063190)
- (E) EASEMENT FOR SHELTER (DP 1063190)
- (F) EASEMENT FOR SERVICES (DP 1063190)

- (G) EASEMENT FOR EMBLEM IN GARDEN
- (H) 2.55, 2.56 and 2.57 and 2.58 with W/OE (DP 1063190)

Reduction Ratio: 1:400

Registered Surveyor: *[Signature]*

Authorised Person - General Manager / Accredited Controller: *[Signature]*

Lengths are in metres.

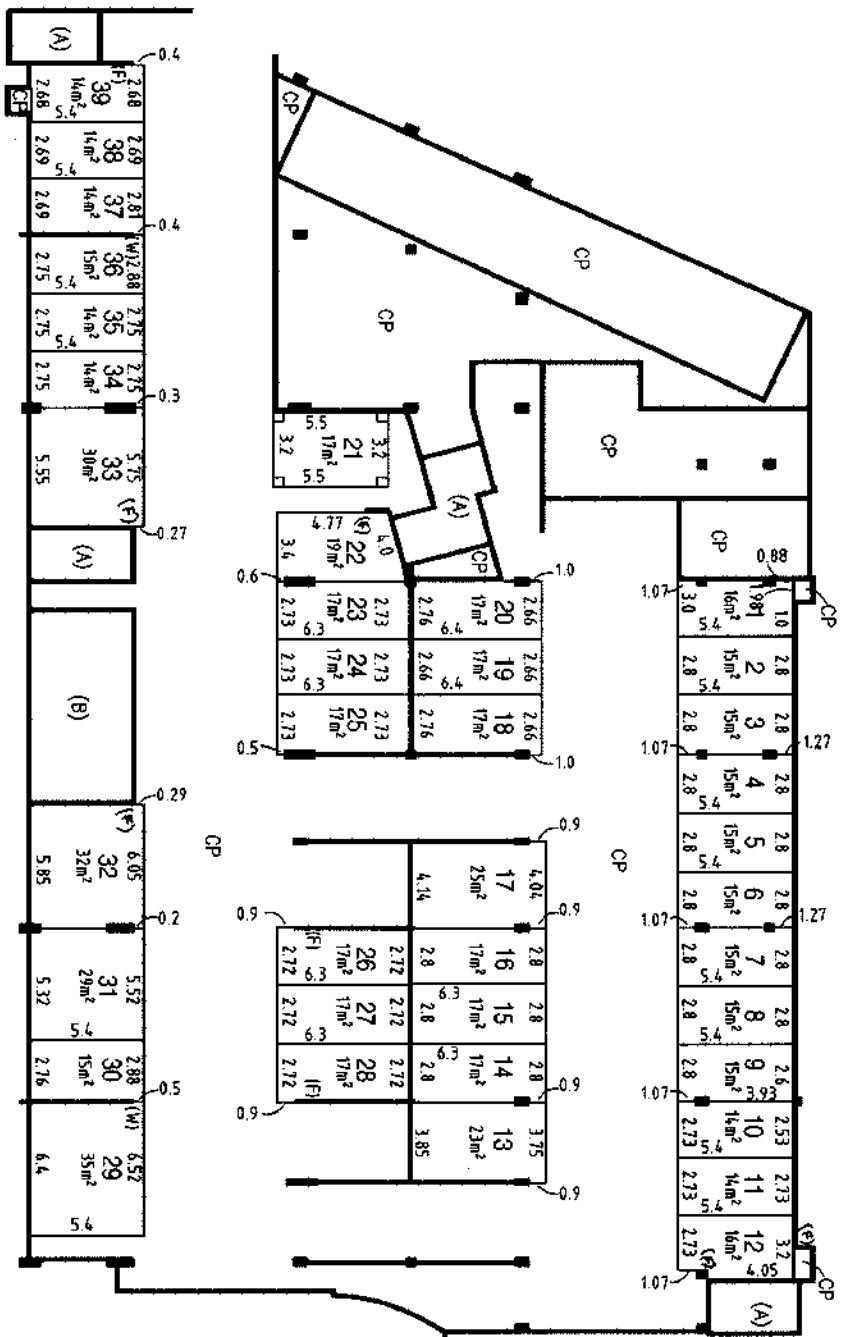
SURVEYOR'S REFERENCE: A615-0696.dwg

non-CD 6/6/04 dwg

OFFICE USE ONLY

BASEMENT LEVEL B11 & B10

STRATA PLAN 72457



- DENOTES RIGHT ANGLE
- DENOTES CENTRELINE OF COLUMN
- CP DENOTES COMMON PROPERTY
- (A) DENOTES PART LOT 3 OP 1063190
- (B) DENOTES PART LOT 8 DP 1063190
- (W) DENOTES CENTRE OF WALL
- (F) DENOTES FACE OF WALL OR COLUMN

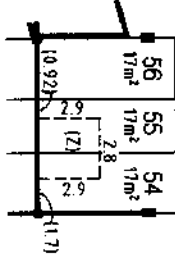
Production Ratio 1: 250

Lengths are in metres.

Registered Surveyor

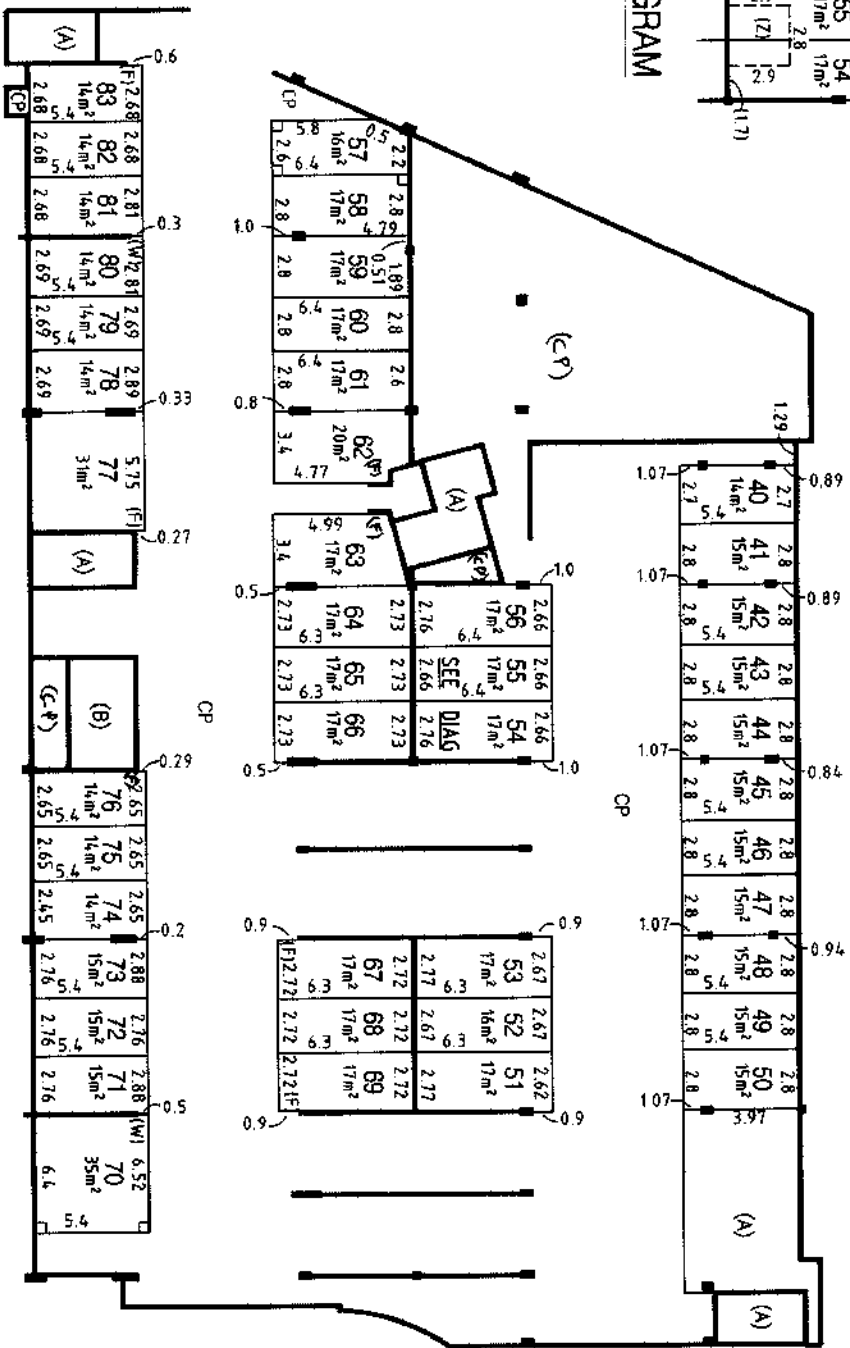
Authorised Director / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: A615-075b.dwg



DIAGRAM

LEVELS B8 & B9

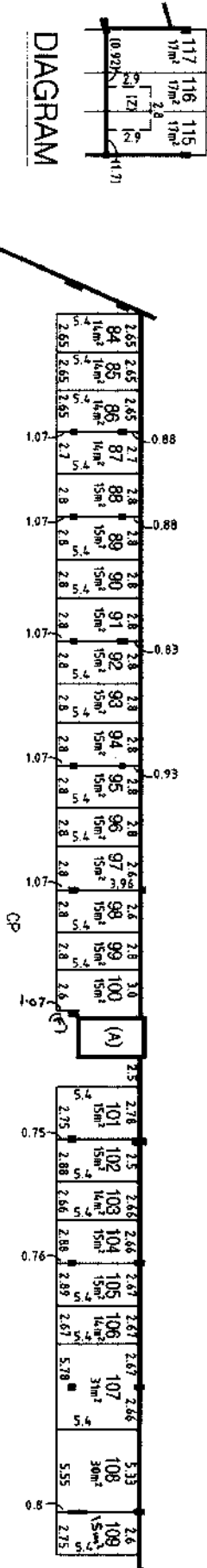


- └ DENOTES RIGHT ANGLE
- DENOTES CENTRELINE OF COLUMN
- (A) DENOTES PART LOT 3 DP 1063190
- (B) DENOTES PART LOT 8 DP 1063190
- (W) DENOTES CENTRE OF WALL
- (F) DENOTES FACE OF WALL OR COLUMN
- (Z) ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE SLABS AND LIMITED IN HEIGHT TO THE UNDERSIDE OF THE OVERLYING CONCRETE SLAB
- CP denotes Common Particulars.

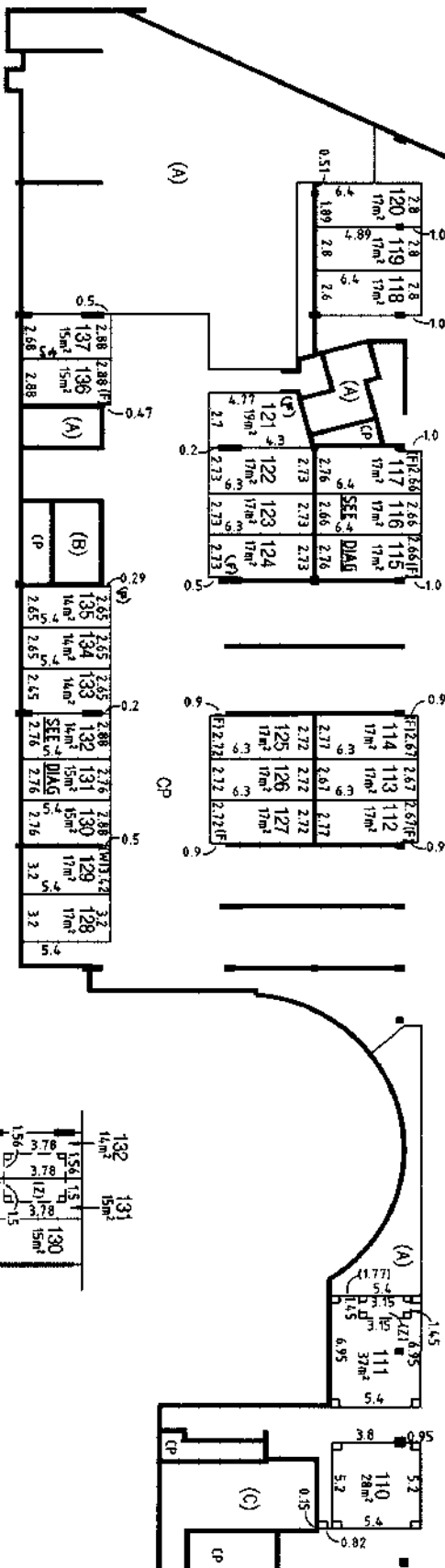
Reduction Ratio: 1: 250
 Registered Surveyor
 Additional Legend: Conveyancing Manager / Accredited Certifier
 Lengths are in metres.
 SURVEYOR'S REFERENCE: A615-077b.dwg

AMG-060 6/21/02 ngl

LEVELS B6 AND B7



DIAGRAM



DIAGRAM

- DENOTES 90°
- DENOTES CENTRELINE OF COLUMN
- CP DENOTES COMMON PROPERTY
- (A) DENOTES PART LOT 3 DP 10653190
- (B) DENOTES PART LOT 8 DP 10653190
- (C) DENOTES PART LOT 7 DP 10653190
- (M) DENOTES CENTRE OF WALL
- (F) DENOTES FACE OF WALL OR COLUMN

PART OF LOTS 111, 131, 132, 115 AND 116
 DENOTED (Z) ARE LIMITED IN DEPTH TO THE
 UPPER SURFACE OF THEIR RESPECTIVE
 CONCRETE SLABS AND LIMITED IN HEIGHT
 TO THE UNDERSIDE OF THE OVERLYING
 CONCRETE SLAB

Reduction Ratio: 1: 300

Registered Surveyor

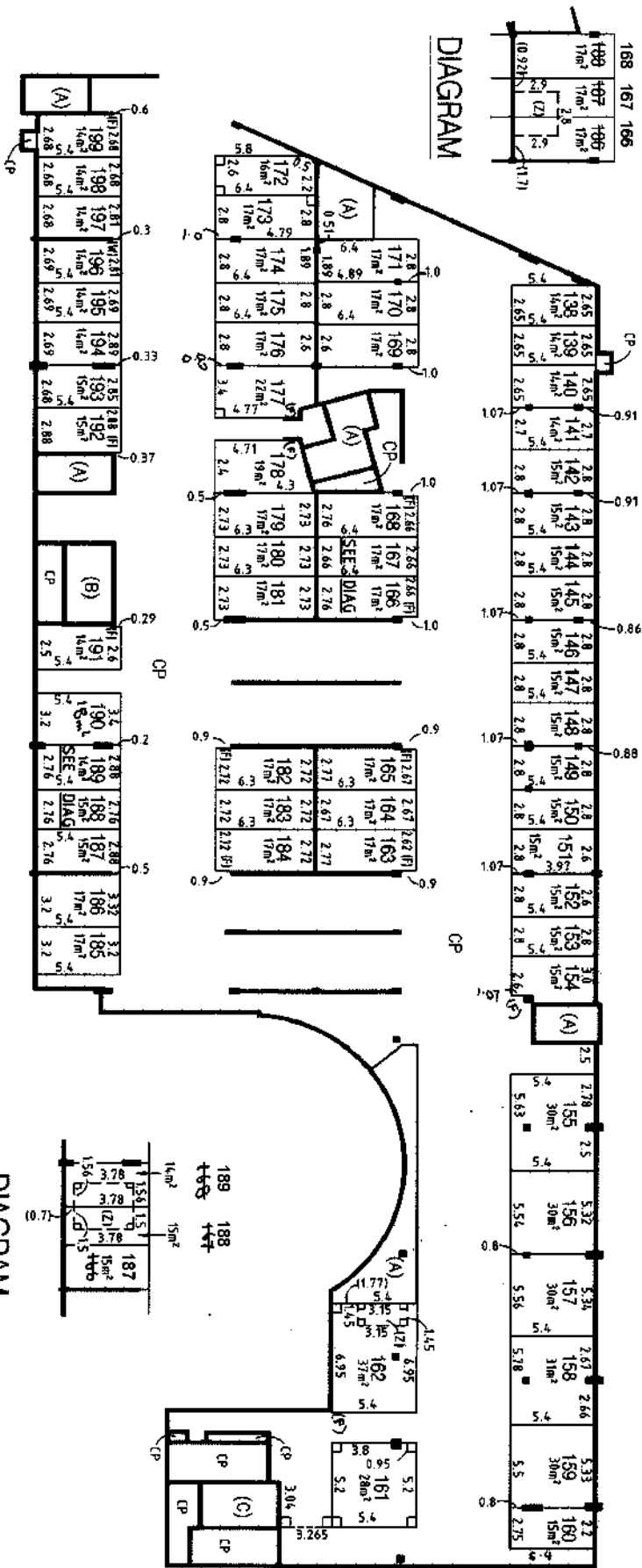
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Authorised Person: Cavanagh Bourke / Accredited Certifier

Amended 6/04/04 mjl

BASEMENT LEVELS B4 & B5

SP72457



- (L) DENOTES 90°
- (C) DENOTES CENTRELINE OF COLUMN
- (CP) DENOTES COMMON PROPERTY
- (A) DENOTES PART LOT 3 DP 1063190
- (B) DENOTES PART LOT 8 DP 1063190
- (C) DENOTES PART LOT 7 DP 1063190
- (W) DENOTES CENTRE OF WALL
- (F) DENOTES FACE OF WALL OR COLUMN

PART OF LOTS 162, 166, 167, 188 AND 189 DENOTED (Z) ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE SLABS AND LIMITED IN HEIGHT TO THE UNDERSIDE OF THE OVERLYING CONCRETE SLAB

Production Ratio: 1:300

Registered Surveyor: *[Signature]*

Surveyor's Reference: A615-079b.dwg

Lengths are in metres.

Authorised Power: *[Signature]*

BASEMENT LEVELS B2 AND B3

SP72457

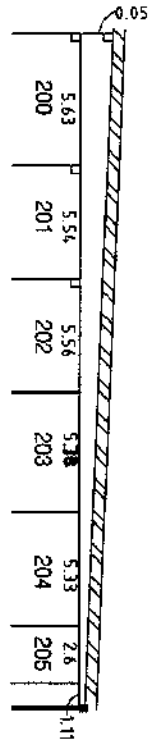
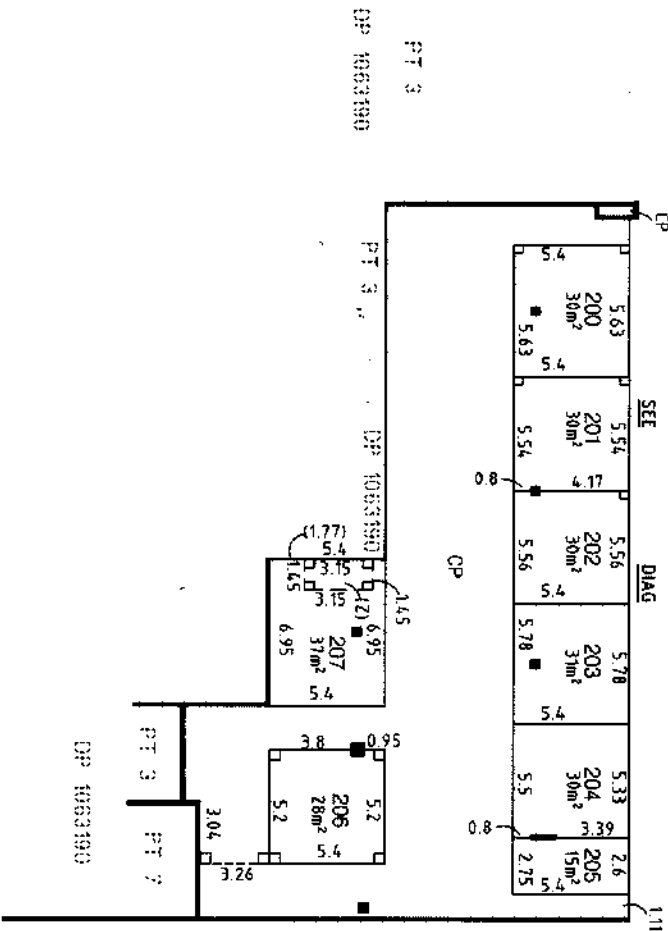


DIAGRAM
(NOT TO SCALE)



- DENOTES 90°
- DENOTES CENTRELINE OF COLUMN
- CP DENOTES COMMON PROPERTY

PART OF LOT 207 DENOTED (Z)
IS LIMITED IN DEPTH TO THE
UPPER SURFACE OF THE CONCRETE
SLAB AND LIMITED IN HEIGHT TO
TO THE UNDERSIDE OF THE OVERLYING
CONCRETE SLAB

Production Date: 1: 250

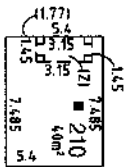
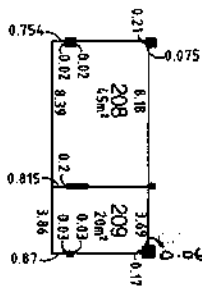
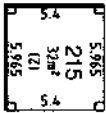
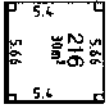
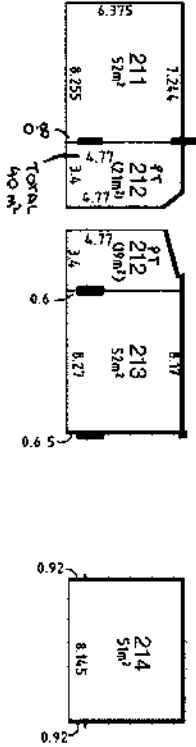
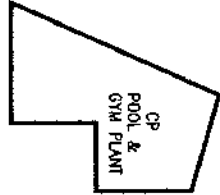
Lengths are in metres.

Handwritten Signature
Registered Surveyor

Handwritten Signature
Authorised Person/Qualified Person/ Accredited Certifier

BASEMENT LEVELS 0 AND 1

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PART OF LOT 210 AND LOT 215 DENOTED
(Z) ARE LIMITED IN DEPTH TO THE
UPPER SURFACE OF THEIR RESPECTIVE
CONCRETE SLABS AND LIMITED IN HEIGHT
TO THE UNDERSIDE OF THE OVERLYING
CONCRETE SLAB

☛ Denotes centre line of column.

CP DENOTES COMMON PROPERTY

Reduction Ratio: 1: 300

Lengths are in metres.

[Signature]
Registered Surveyor

[Signature]
Authorised Person / Licensed Valuer / Accredited Classifier

SURVEYOR'S REFERENCE: A615-083b.dwg

Mallesons Stephen Jaques

S O L I C I T O R S

SP72457

By-Laws for Residential Carpark

Mallesons Stephen Jaques

Solicitors

Level 60

Governor Phillip Tower

1 Farrer Place

Sydney NSW 2000

Telephone (61 2) 9296 2000

Fax (61 2) 9296 3999

DX 113 Sydney

By-Laws for Residential Carpark

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1 Dictionary

1.1 Meaning of words

Words in italics are defined terms. Defined terms (in any form) mean:

<i>building management committee</i>	the building management committee for <i>St. Margaret's</i> established according to the <i>Development Act</i> and the <i>strata management statement</i> .
<i>building works</i>	works, alterations, additions, damage, removal, repairs or replacement of: (a) <i>common property</i> structures, including the <i>common property</i> walls, floor and ceiling enclosing your <i>lot</i> ; (b) the structure of your <i>lot</i> ; (c) <i>common property</i> services; or (d) services in <i>Carpark</i> .
<i>caretaker</i>	the person the <i>owners corporation</i> appoints under by-law 16 to provide services for <i>Carpark</i> .
<i>Carpark</i>	strata scheme no. 72457
<i>cleaner</i>	the person the <i>owners corporation</i> appoints under by-law 17 to provide services for <i>Carpark</i> (or <i>St. Margaret's</i> generally in its capacity as a member of the <i>building management committee</i>).
<i>common property</i>	common property in <i>Carpark</i> and personal property of the <i>owners corporation</i> . For the purposes of the by-laws, <i>common property</i> does not include <i>shared facilities</i> which the <i>building management committee</i> must operate, maintain, repair and replace according to the <i>strata management statement</i> .
<i>Council</i>	South Sydney City Council and its successors.
<i>Development Act</i>	the <i>Strata Schemes (Freehold Development) Act 1973</i> (NSW).
<i>EPA</i>	the Environment Protection Authority or other relevant <i>government agency</i> from time to time.
<i>executive committee</i>	the executive committee of the <i>owners</i>

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	<i>corporation.</i>
<i>government agency</i>	a governmental or semi-governmental administrative, fiscal or judicial department or entity and includes the <i>Council</i> .
<i>lots</i>	lots in <i>Carpark</i> and any lots into which they are subdivided or resubdivided.
<i>Management Act</i>	<i>Strata Schemes Management Act 1996</i> (NSW).
<i>occupier</i>	the occupier, lessee or licensee of a <i>lot</i> .
<i>owner</i>	(a) the owner for the time being of a <i>lot</i> ; and (b) a mortgagee in possession of a <i>lot</i> .
<i>owners corporation</i>	The Owners - Strata Plan No. 72457
<i>rules</i>	rules made by the <i>owners corporation</i> according to by-law 19.
<i>security key</i>	a key, magnetic card or other device or information used in <i>St. Margaret's</i> and <i>Carpark</i> to open and close doors, gates or locks or to operate alarms, security systems or communication systems. See by-law 15 for more information.
<i>shared facilities</i>	services, plant, equipment, areas and other items used by two or more components in <i>St. Margaret's</i> . See the <i>strata management statement</i> for a list of shared facilities.
<i>site manager</i>	the person appointed by the <i>building management committee</i> under the <i>strata management statement</i> . See by-law 16 for more information.
<i>St. Margaret's</i>	<i>lots 2 to 8 inclusive in DP1063190.</i>
<i>strata management statement</i>	the strata management statement for <i>St. Margaret's</i> . The strata management statement contains rights and obligations of the <i>owners corporation</i> and other members of the <i>building management committee</i> in regard to the management and operation of <i>St. Margaret's</i> . See clause 3 for more information.
<i>strata manager</i>	the person appointed by the <i>owners corporation</i> as its strata managing agent under section 27 of the <i>Management Act</i> . If the <i>owners corporation</i> does not appoint a strata managing agent, strata manager means the secretary of the <i>owners corporation</i> .

1.2 Interpreting the by-laws

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

In the by-laws a reference to:

- (a) words that this by-law does not explain have the same meaning as they do in the *Management Act*;
- (b) you means an *owner* or *occupier* of a *lot*;
- (c) by-laws means the by-laws under the *Management Act* which are in force for *Carpark*;
- (d) a thing includes the whole or each part of it;
- (e) a document includes any variation or replacement of it;
- (f) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (g) a person includes an individual, a firm, a body corporate, an incorporated association or an authority;
- (h) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (i) the singular includes the plural and vice versa.

2 About the by-laws

2.1 Purpose of the by-laws

The by-laws regulate the day to day management and operation of *Carpark*. They are an essential document for the *owners corporation* and everyone who owns or occupies a *lot*.

The by-laws are designed to maintain the quality of *Carpark*. They operate to enhance everyone's use and enjoyment of their *lot* and the *common property*.

2.2 Who must comply with the by-laws?

Owners and *occupiers* must comply with the by-laws. The *owners corporation* must comply with the by-laws.

3 Strata management statement

3.1 Purpose

The *strata management statement* regulates the management and operational issues affecting *Carpark* and the various components in *St. Margaret's*. It

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contains rules (in addition to these by-laws) with which you and the *owners corporation* must comply including, but not limited to:

- (a) the apportionment of costs for *shared facilities*;
- (b) garbage storage and disposal; and
- (c) insurance requirements.

3.2 Copies of the strata management statement

Contact the *strata manager* if you would like a copy of the *strata management statement* (at your cost).

3.3 Who must comply with the strata management statement?

You must comply with the *strata management statement*. The *owners corporation* must comply with the *strata management statement*.

3.4 Building management committee

The *building management committee* is established under the *strata management statement* to administer issues affecting the residential, commercial and community facility components in *St. Margaret's*. The *owners corporation* and the *owner* of each component in *St. Margaret's* must appoint a representative to represent and vote for them at meetings of the *building management committee*. The *owners corporation* must appoint its representative by special resolution according to the *Development Act*.

3.5 Consents under the strata management statement

Nothing in the by-laws gives the *owners corporation*, an *owner* or an *occupier* consent to do anything which is prohibited or regulated by the *strata management statement*.

A consent under the by-laws does not relieve the *owners corporation*, an *owner* or an *occupier* from their obligation to obtain necessary consents under the *strata management statement*.

4 Your behaviour

4.1 What are your general obligations?

You must not:

- (a) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of a *lot* or *common property* by another *owner* or *occupier* or *owner* or *occupier* within *St. Margaret's*;
- (b) create a sound pressure level that affects another *apartment* or *common property* that exceeds the background LA noise level by more than 5 dB(A). The source noise level will be assessed as an LAeq, 15min and adjusted in accordance with the relevant EPA guidelines in effect from time to time for tonality, frequency

weighting, impulsive characteristics, fluctuations and temporal content;

- (c) create a sound pressure level that exceeds the recommended planning levels outlined in the *EPA Industrial Noise Policy* (or other applicable policy in effect from time to time) or as otherwise determined from time to time;
- (d) install an intruder alarm unless it satisfies with the requirements of the *Protection of the Environment Operations (Noise Control) Regulation 200* under the *Protection of the Environment Operation Act 1997* (NSW) or other relevant law in force from time to time;
- (e) use language or behave in a way that might offend or embarrass another *owner* or *occupier* or their visitors;
- (f) smoke cigarettes, cigars or pipes while you are on *common property* or allow smoke from them to enter *common property*;
- (g) obstruct the legal use of *common property* by any person;
- (h) do anything in *Carpark* which is illegal; or
- (i) do anything which might damage the good reputation of the *owners corporation* or *Carpark*.

4.2 Complying with the law

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

- (a) your *lot*;
- (b) the use of your *lot*.

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*.

4.3 Storage of goods

You may install storage units in your *lot* provided they are of a kind approved by *Council* and the *owners corporation* from time to time, and comply with laws about fire safety and by-law 8.

4.4 Goods not to be stored on common property

At all times the *common property* must be kept clear of goods and shall not be used for storage purposes (including garbage storage).

5 You are responsible for others

5.1 What are your obligations?

You must:

- (a) take all reasonable actions to ensure your visitors comply with the by-laws and the *strata management statement*;
- (b) make your visitors leave *Carpark* if they do not comply with the by-laws or the *strata management statement*; and
- (c) take reasonable care about who you invite into *Carpark*.

You must not allow another person to do anything that you cannot do under the by-laws or the *strata management statement*.

5.2 Requirements if you lease your lot

If you lease or licence your *lot*, you must:

- (a) ensure that your tenant or licensee and their visitors comply with the by-laws and the *strata management statement*;
- (b) take all action available to you, including action under the lease or licence agreement, to make them comply or leave *Carpark*; and
- (c) provide your tenant or licensee with up-to-date copies of the by-laws and the *strata management statement*.

6 Your lot

6.1 What are your general obligations?

You must keep your *lot* clean and in good repair and condition.

6.2 When will you need consent from the owners corporation?

You must have consent from the *owners corporation* to, subject to your rights under the by-laws, keep anything in your *lot* that is visible from outside the *lot* (other than a vehicle) and is not in keeping with the appearance of *Carpark*.

6.3 Architectural Code

The *architectural code* for *St. Margaret's* is in the *strata management statement*. It applies to your *lot* and to *Carpark* generally. You must comply with the *architectural code* before you carry out any works in your *apartment*. Your obligations under the *architectural code* apply in addition to your obligations under the by-laws.

6.4 Owners corporation may require access to your lot

Without limiting the powers of the *owners corporation* under these by-laws or the *Management Act*, the *owners corporation* may resolve to carry out

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maintenance or repair of the *common property* in a manner that requires employees or subcontractors to have access to your *lot* (including your *balcony*). If the *owners corporation* resolves to do so:

- (a) the *owners corporation* must give you 7 days prior notice that access to your *lot* will be required for the purpose of maintenance of *common property*; and
- (b) the notice must describe the type of access required; and

you may not object to access being granted to the *owners corporation's* contractors or subcontractors provided that access is temporary and only to the extent necessary to carry out maintenance under this by-law.

7 Keeping an animal

7.1 No animals

You must not keep any type of animal in your *lot* or on *common property*.

8 Fire control

8.1 What are your obligations?

You may not keep combustible/flammable materials in your *lot*. You and the *owners corporation* must comply with laws about fire control.

8.2 Restrictions about fire safety

You must not:

- (a) keep combustible/flammable materials or items on *common property*;
- (b) interfere with fire safety equipment;
- (c) obstruct fire stairs or fire escapes.

9 Parking on common property

You must have consent from the *owners corporation* to park or stand a vehicle on *common property*.

10 Controlling traffic in common property

10.1 Traffic Flow

All vehicles shall always be driven into and out of *Carpark* in a forward direction.

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10.2 Controlling traffic

In addition to its powers under the *Management Act* and subject to the *strata management statement*, the *owners corporation (in its capacity as a member of the building management committee)* has the power to:

- (a) impose a speed limit for traffic in *common property*; and
- (b) impose reasonable restrictions on the use of *common property* driveways and parking areas; and
- (c) install speed humps and other traffic control devices in *common property*; and
- (d) install signs about parking; and
- (e) install signs to control traffic in *common property* and, in particular, traffic entering and leaving *St. Margaret's*.

11 How to dispose of your garbage

11.1 Strata management statement

The garbage chute and garbage room servicing *Carpark* is a *shared facility*. Use of the garbage room is controlled by the *building management committee*. Your obligations in this by-law are in addition to your obligations in the *strata management statement*.

11.2 General obligations

You must not deposit or leave garbage or recyclable materials:

- (a) on *common property* (other than in areas located for that purpose according to the *strata management statement*); or
- (b) in the carspace of your *lot*.

If you spill garbage on *common property*, you must immediately remove that rubbish and clean that part of *common property*.

11.3 How to dispose of your garbage

You must:

- (a) leave your other garbage and recyclable materials in the area designated by the *building management committee* for that purpose;
- (b) recycle your garbage according to instructions from the *building management committee* and *Council*;
- (c) drain and clean bottles and make sure they are not broken before you place them in the area designated by the *building management committee* for that purpose; and

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- (d) contact the *building management committee* to remove (at your cost) your large articles of garbage, recyclable materials, liquids or other articles that *Council* will not remove as part of its normal garbage collection service.

12 Carrying out building works

12.1 Building works prohibited

You may not carry out *building works*.

13 Damage to common property

13.1 What are your obligations?

Subject to the by-laws, 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, your visitors or persons doing work or carrying out *building works* in *Carpark* on your behalf..

13.2 When will you need consent from the owners corporation?

Subject to the by-laws, you must have consent from the *owners corporation* to:

- (a) interfere with or damage *common property*;
- (b) remove anything from *common property* that belongs to the *owners corporation*; or
- (c) interfere with the operation of *common property* equipment.

14 Insurance premiums

14.1 Consent from the owners corporation

You must have consent from the *owners corporation* to do anything that might invalidate, suspend or increase the premium for an *owners corporation* insurance policy.

14.2 Payments for increased premiums

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 any increased premium. If you do not agree with the conditions, the *owners corporation* may refuse its consent.

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14.3 Requirements under the strata management statement

Under the *strata management statement*, you must notify the *building management committee* if you do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the *building management committee*.

15 Security at Carpark

15.1 Strata management statement

The *strata management statement* regulates security and the provision of *security keys* for *Carpark* and *St. Margaret's* generally. The rights and obligations of the *owners corporation*, *owners* and *occupiers* in this by-law are subject to the *strata management statement*.

15.2 Rights and obligations of the owners corporation

The *owners corporation* must take reasonable steps to:

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

15.3 Installation of security equipment

In addition to its powers under the *Management Act*, the *owners corporation* has the power to install and operate in *common property* audio and visual security cameras and other audio and visual surveillance equipment for the security of *Carpark*.

15.4 Restricting access to common property

In addition to its powers under the *Management Act*, the *owners corporation* has the power to:

- (a) close off or restrict by *security key* access to parts of *common property* that do not give access to a *lot*; and
- (b) restrict by *security key* your access to levels in *Carpark* where you do not own or occupy a *lot* or have a right to use under an *exclusive use by-law* including, but not limited to, installing security boom gates or other traffic restricting devices.

15.5 Providing owners and occupiers with security keys

The *building management committee* is responsible to provide *security keys* for *Carpark*.

15.6 What are your obligations?

You must:

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- (a) comply with the reasonable instructions of the *building management committee* and the *owners corporation* about *security keys* and, in particular, instructions about re-coding and returning *security keys*;
- (b) take all reasonable steps not to lose *security keys*;
- (c) return *security keys* to the *building management committee* if you do not need them or if you are no longer an *owner* or *occupier*; and
- (d) notify the *building management committee* immediately if you lose a *security key*.

You must not:

- (e) copy a *security key*; or
- (f) give a *security key* to someone who is not an *owner* or *occupier*.

15.7 Procedures if you lease your lot

If you lease or licence your *lot*, you must include a requirement in the lease or licence that the *occupier* return *security keys* to the *building management committee* when they no longer occupy an *lot*.

15.8 Restriction on exercising rights under this by-law

Subject to the *strata management statement*, the *owners corporation* must not:

- (a) shut down or interfere with the integrated security system for *St. Margaret's*; or
- (b) restrict access to parts of *common property* which are *shared facilities*.

16 Agreement with the caretaker and site manager

16.1 Appointing a caretaker

The *owners corporation* has the power to appoint and enter into agreements with a *caretaker* to provide services to assist the *owners corporation* to carry out its duties in relation to *common property* (including with respect to cleaning, maintenance, repair, building management and operational obligations). The *owners corporation* may exercise its power under this by-law in its capacity as an *owners corporation* and in its capacity as a member of the *building management committee*.

The *owners corporation* must consider the merits of entering into an agreement with the same *site manager* appointed by the *building management committee* under the *strata management statement*.

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16.2 Delegation of functions

The *owners corporation* cannot delegate its functions or the functions of the *executive committee* to a *caretaker*.

16.3 Initial period

The *owners corporation* may enter into agreements with a *caretaker* during the initial period. If the *owners corporation* (in its own right) enters into an agreement with a *caretaker* during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the *owners corporation*, or such longer term as permitted under the *Management Act* or other applicable law.

16.4 Agreements after the initial period

If the *owners corporation* (in its own right) enters into an agreement with a *caretaker* after the initial period:

- (a) the term of the agreement may be for the period determined by the *owners corporation* (acting reasonably) and complying with the *Management Act*; and
- (b) the remuneration of the *caretaker* under the agreement may be the amount determined by the *owners corporation* (acting reasonably).

16.5 What provisions must be included in an agreement?

An agreement between the *owners corporation* (in its own right) and a *caretaker* must have provisions about:

- (a) the rights of the *owners corporation* to terminate the agreement early if the *caretaker* does not properly perform its functions or comply with its obligations under the agreement;
- (b) the rights of the *caretaker* to terminate the agreement early if the *owners corporation* does not comply with its obligations under the agreement; and
- (c) the rights of the *caretaker* to assign the agreement.

16.6 Duties of the caretaker

The duties of a *caretaker* under an agreement with the *owners corporation* (in its own right) may include:

- (a) caretaking, supervising and servicing *common property*;
- (b) supervising cleaning and garbage removal services (other than performing functions of the *building management committee*);
- (c) supervising the repair, maintenance, renewal or replacement of *common property*;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through *common property*;

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- (e) co-ordinating the carrying out of *building works*;
- (f) managing the *security key* system and providing *security keys* according to the by-laws and the *strata management statement* (other than performing functions of the *building management committee*);
- (g) providing services to the *owners corporation, owners and occupiers*;
- (h) supervising employees and contractors of the *owners corporation*;
- (i) supervising *Carpark* generally; and
- (j) doing anything else that the *owners corporation* agrees is necessary for the operation and management of the *Carpark*.

16.7 Caretaker area

The *owners corporation* may allocate parts of *common property* (provided it is not a *shared facility*) as an area the *caretaker* may use to provide services under the agreement. The *owners corporation* may, subject to the *Management Act*, make arrangements with the *caretaker* about those parts of the *common property*.

16.8 Other services

Under the agreement, the *owners corporation* may allow the *caretaker* to provide other services to *owners and occupiers* in *Carpark* at their cost. The agreement must contain an acknowledgment by the *caretaker* that *owners and occupiers* in *Carpark* are not bound to use the services provided by the *caretaker*.

16.9 Agreements under the strata management statement

- (a) The *owners corporation* has the power (in its capacity as a member of the *building management committee*) to appoint and enter into agreements with a *site manager* to provide services in relation to *shared facilities* and *St. Margaret's* generally.
- (b) The terms, remuneration, provisions and duties under an agreement between the *owners corporation* (in its capacity as a member of the *building management committee*) and a *site manager* must comply with the *strata management statement*.
- (c) The terms of an agreement between the *owners corporation* and a *site manager* may include duties relating to *common property*, provided that the remuneration and other arrangements relating to *common property* are dealt with separately in the agreement to the duties, remuneration and arrangements between the *building management committee* and the *site manager*.

17 Agreement with cleaner

17.1 Appointing a cleaner

The *owners corporation* has the power to appoint and enter into agreements with a *cleaner* (which may be the same person as the *caretaker* or *site manager*) to provide cleaning services in relation to *common property*. The *owners corporation* may exercise its power under this by-law in its capacity as an *owners corporation* and in its capacity as a member of the *building management committee*.

The *owners corporation* must consider the merits of entering into an agreement with the same *cleaner* appointed by the *building management committee* under the *strata management statement*.

17.2 Initial period

The *owners corporation* may enter into agreements with a *cleaner* during the initial period. If the *owners corporation* (in its own right) enters into an agreement with a *cleaner* during the initial period, the term of the agreement must not extend beyond the date of the First Annual General Meeting of the *owners corporation*, or such longer term as permitted under the *Management Act* or other applicable law.

17.3 Agreements after the initial period

If the *owners corporation* (in its own right) enters into an agreement with a *cleaner* after the initial period:

- (a) the term of the agreement may be for the period determined by the *owners corporation* (acting reasonably) and complying with the *Management Act*; and
- (b) the remuneration of the *cleaner* under the agreement may be the amount determined by the *owners corporation* (acting reasonably).

17.4 Other services

Under the agreement, the *owners corporation* may allow the *cleaner* to provide other services to *owners* and *occupiers* in *Carpark* at their cost. The agreement must contain an acknowledgment by the *cleaner* that *owners* and *occupiers* in *Carpark* are not bound to use the services provided by the *cleaner*.

17.5 Agreements under the strata management statement

- (a) The *owners corporation* has the power (in its capacity as a member of the *building management committee*) to appoint and enter into agreements with a *cleaner* to provide services in relation to *shared facilities* and *St. Margaret's* generally.
- (b) The terms, remuneration, provisions and duties under an agreement between the *owners corporation* (in its capacity as a member of the *building management committee*) and a *cleaner* must comply with the *strata management statement*.

SP72457

- (c) The terms of an agreement between the *owners corporation* and a *cleaner* may include duties relating to *common property*, provided that the remuneration and other arrangements relating to *common property* are dealt with separately in the agreement to the duties, remuneration and arrangements between the *building management committee* and the *cleaner*.

18 Licences

18.1 Powers of the owners corporation

If permitted by law, in addition to its powers under the *Management Act*, the *owners corporation* has the power to grant licences to *owners* and *occupiers* to use parts of *common property*.

The *owners corporation* may exercise its powers under this by-law only by ordinary resolution at a general meeting.

18.2 What provisions may a licence include?

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

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

19 Rules

19.1 Powers of the owners corporation

In addition to its powers under the *Management Act*, the *owners corporation* has the power to make *rules* about the security, control, management, operation, use and enjoyment of *Carpark* and, in particular, the use of *common property*.

The *owners corporation* may add to or change the *rules* at any time.

19.2 What are your obligations?

You must comply with the *rules*.

19.3 What if a rule is inconsistent with the by-laws?

If a *rule* is inconsistent with the by-laws or the requirements of a *government agency*, the by-laws or requirements of the *government agency* prevail to the extent of the inconsistency.

19.4 What if a rule is inconsistent with the strata management statement?

If a *rule* is inconsistent with the *strata management statement*, the *strata management statement* prevails to the extent of any inconsistency.

20 How are consents given?

20.1 Who may give consent?

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

- (a) the *owners corporation* at a general meeting; or
- (b) the *executive committee* at a meeting of the *executive committee*.

20.2 Conditions

The *owners corporation* or the *executive committee* may make conditions if they give you consent to do things under the by-laws. You must comply with the conditions.

20.3 Can consent be revoked?

The *owners corporation* or the *executive committee* may revoke their consent if you do not comply with:

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

21 Failure to comply with by-laws

21.1 Powers of the owners corporation

The powers of the *owners corporation* under this by-law are in addition to those that it has under the *Management Act*.

21.2 What can the owners corporation do?

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

The *owners corporation* must give you a written notice specifying when it will enter your *lot* to do the work. You must:

SP72457

- (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.

The *owners corporation* may recover any money you owe it under the by-laws as a debt.

22 Applications and complaints

You must make any applications and complaints to the *owners corporation* in writing and address them to the *strata manager*.

By-Laws for Residential Carpark

Signing page

SP72457

THE COMMON SEAL of ZONE DEVELOPMENTS PTY LIMITED is duly affixed by authority of its directors in the presence of:

[Signature]
Signature of authorised person

Director
Office held

Isador Alexander Magid
Name of authorised person (block letters)

THE COMMON SEAL of OVERLAND ENTERPRISES PTY LIMITED is duly affixed by authority of its directors in the presence of:

[Signature]
Signature of authorised person

Director
Office held

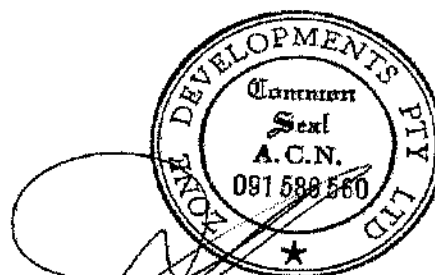
Isador Alexander Magid
Name of authorised person (block letters)

SIGNED by)
as attorney for ~~NATIONAL AUSTRALIA TRUSTEES LIMITED~~)
under power of attorney registered)
book 4318 no 311 in the presence of:)

[Signature]
Signature of witness)

PETER JOHN ALLAN
Name of witness (block letters))
Justice of the Peace)
for Victoria)

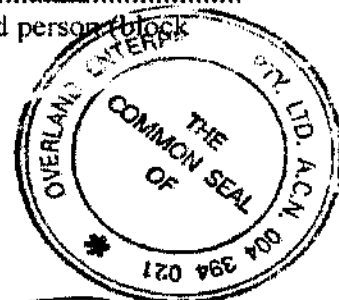
800 Bourke St. Docklands VIC 3008
Address of witness



[Signature]
Signature of authorised person

Director
Office held

Stephen Leslie Addan
Name of authorised person (block letters)



[Signature]
Signature of authorised person

Secretary
Office held

Clayton Maxwell Harper
Name of authorised person (block letters)

SIGNED FOR AND on behalf of NATIONAL AUSTRALIA TRUSTEES LIMITED (ABN 80 007 350 405) by its duly appointed attorneys

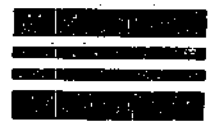
PAUL SEMEN **David White**
INVESTMENTS MANAGER **Senior Trust Officer**

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





OFFICE OF STATE REVENUE
 (N.S.W. TREASURY)
 1999/31
 NO STAMP DUTY IS PAYABLE
 ON THIS INSTRUMENT



OFF:



Z954199X

LEASE

REAL PROPERTY ACT, 1900
 (To be lodged in duplicate)

L	of		R/
\$			

DESCRIPTION OF LAND	LAND of which LESSOR is registered proprietor	
	Torrens Title Reference	If Part or Premises, See Note (a) (ii)
Note (a) Volume 12163 Folio 148 (now Folio Identifier 1/554348)	<p align="center">WHOLE</p> PART being the premises shown on the plan annexed to Registered Lease P170839 and thereon described as "Substation Premises No. 3000" hereinafter called the "demised premises" together with right of way and easement referred to in clauses 1 and 2 hereof.	
LESSOR Note (b)	TRUSTEES OF THE SISTERS OF SAINT JOSEPH	

(the abovenamed LESSOR) hereby leases to the LESSEE

LESSEE Note (b)	SYDNEY ELECTRICITY of 570 George Street, Sydney	OFFICE USE ONLY
Note (c)	co-joint tenants/tenants in common	over

PRIOR ENCUMBRANCES
 Note (d) and (h)
 Note (e)
 The ~~land~~ premises above described, subject to the following PRIOR ENCUMBRANCES 1.
 2. 3.
 for a TERM of Fifty (50) years
 commencing on 28 / 5 / 91 and TERMINATING on 27 / 5 / 2041

OFFICE USE ONLY	
EXPIRES	
27-5-2041	
Purchase	Renewal
No	No

Note (f) ~~with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause(s) of SCHEDULE TWO hereto.~~
 Note (g) together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto.

at a rental of Ten cents (\$0.10) per annum payable at the expiration of the said term (if demanded)

RENT
 Note (i)

Note (h) SUBJECT TO the covenants and provisions:
 (i) implied by sections 24 and 25 of the Conveyancing Act, 1919, as are not expressly negated or modified herein;
 (ii) set forth in the Memorandum filed in the Land Titles Office as Number W578000; and
 (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

TO BE COMPLETED BY LODGING PARTY

Notes (j) and (k)	LODGED BY	BARTIER PERRY PURCELL 167 MACQUARIE ST., SYDNEY 221-3877 DX 103 102Q	LOCATION OF DOCUMENTS		
	Ref: Delivery Box Number		C.R. SE ST Joseph	CT	OTHER
OFFICE USE ONLY	Checked	Passed	REGISTERED - 18	Secondary Directions	
	Signed	Extra Fee		Delivery Directions	

Herewith
 In L.T.O. with
 Produced by 168H

26 OCT 1991

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Lessee shall have the benefit of the following rights and liberties:

Notes (l) and (n)

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way and Easement for Electricity Purposes (3.355 wide) and (4.265 wide)" on the plan annexed to Registered Lease P170839 (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.

~~The following rights and liberties are reserved unto the Lessee:~~

Notes (l) and (n)

2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Right of Way and Easement for Electricity Purposes (3.355 wide) and (4.265 wide)" and "Easement for Electricity Purposes 1.83 wide" on the plan annexed to Registered Lease P170839 (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

SCHEDULE TWO HEREINBEFORE REFERRED TO

Notes (m) and (n)

NIL

SIGNED FOR AND ON BEHALF OF
TRUSTEES OF THE SISTERS OF
SAINT JOSEPH

SIGNED FOR AND ON BEHALF OF
SYDNEY ELECTRICITY

✓ *[Signature]*
Attorney
✓ *[Signature]*
Witness *J.P.*

Date

EXECUTION We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

Note (a) Signed in my presence by the lessor who is personally known to me

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address and occupation of Witness

Signature of Lessor

~~THE COMMON SEAL of TRUSTEES OF THE SISTERS OF SAINT JOSEPH~~

was hereunto affixed by authority of the Board of Directors in the presence of:-

Director

Secretary

THE COMMON SEAL of the Body Corporate called TRUSTEES OF THE SISTERS OF SAINT JOSEPH was hereunto affixed in pursuance of a Resolution passed at a Meeting of the said Body Corporate in the presence of the Provincial a Member of the said Body Corporate and of two other Members of the said Body Corporate all of whose signatures are hereto affixed:-

PROVINCIAL
M. H. Brough

MEMBER
G. M. Kerr

MEMBER
P. L. Lierney
(16/9/91)

Note (a) Signed in my presence by the lessee who is personally known to me

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address and occupation of Witness

Signature of Lessee

SIGNED SEALED AND DELIVERED for and on behalf of SYDNEY ELECTRICITY by BRIAN CHARLES GRAHAM its duly constituted Attorney pursuant to Power of Attorney registered Book 3836 No. 976 in the presence of:

Brian
Attorney

J. Lian
Witness

P 170839



75 FEB 19 PM 3:10
W SOUTH WALES

MEMORANDUM OF LEASE

REAL PROPERTY ACT, 1900
(To be lodged in duplicate)

OFFICE USE ONLY

A	HX
\$	28

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure: the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of the lessor.
(b) If a less estate, strike out "in fee simple" and add appropriate estate.

(a)

TRUSTEES OF THE SISTERS OF SAINT JOSEPH

hereinafter referred to as the LESSOR

being registered proprietor of an estate in fee simple^(b)

in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c)

Excepting thereout the minerals reserved by the Crown Grants Rights of Way created by Deed Book 1283 No. 723 and Book 1285 No. 645

(d) Full name, address and occupation of lessee. If more than one lessee, state whether joint tenants or tenants in common. Unless otherwise stated, tenants in common will be presumed to hold in equal shares.

hereby leases to

(d)

THE SYDNEY COUNTY COUNCIL

hereinafter referred to as the LESSEE

(e) Strike out if inappropriate; otherwise add description of premises, e.g. 55 Smith Street, Sydney, erected upon...

all those premises known as those premises known as "Substation Premises No. 3000" and situate in Jesmond Street, Surry Hills, as shown on the plan hereto annexed marked "A" and thereon described as "SUBSTATION PREMISES No. 3000" which said premises are erected on:

the land described in the following schedule

(f) Insert lot and plan number, portion &c., or reference to plan annexed. Any annexure should be formally executed, identified as such and referred to in the body of the instrument. Evidence of council approval is not required to a subdivision unless the term exceeds 5 years or, irrespective of the term, the lease contains an option of renewal. See also sections 227 and 227AA Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
12163	148	PART	TOGETHER WITH Right of Way and Easements for Electricity Purposes more particularly set out in Clause 9 hereto:	CUMBERLAND	ALEXANDRIA

(g) Add any encumbrances, exceptions, rights, &c., intended to be granted or reserved.

(g)

The lessee holds as tenant for a term of 20 years commencing on the 28th MAY 1971 and terminating on the 27th MAY 1991 at the yearly rent of TEN CENTS (\$0.10c) payable as follows:— at the expiration of the said term.

AND THE LESSEE takes subject to the following covenants, conditions and restrictions, viz:

1. Those implied by sections 84 and 85 of the Conveyancing Act, 1919, as are not expressly negated or modified herein.

2. To the full effect of the covenants hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act 1919.

1. the Lessee covenants with the Lessor to pay rent.
3. and will not assign or sublet without leave; no fine to be taken.
21. and the Lessor covenants with the Lessee for quiet enjoyment.

3. The Lessee may during the term hereby created instal erect construct dismantle repair replace renew and maintain upon the demised land such plant electricity conductors wires cables transformers and other apparatus for the transmission or storage of electric current or purposes incidental thereto and carry out such constructional work therein as to effectively establish a substation for the supply and/or distribution of electricity PROVIDED HOWEVER that any matter or thing carried out by the Lessee as hereinbefore provided shall be carried out and effected in a proper and workmanlike manner and the Lessee must at all times to ensure that all equipment and any other matter or thing in the demised premises will be maintained in good repair and safe condition.

4. The Lessee shall have the right to supply other customers with electricity from the substation PROVIDED HOWEVER the requirements of the Lessor are first met.

5. The Lessee may at the expiration or sooner determination hereof take remove and carry away from the demised premises/land all cables fixtures fittings plant machinery electrical appliances and other equipment laid erected or brought by it on under and about such premises during the said term and shall at the expiration or sooner determination hereof restore the land to its original condition and shall at its own expense make good any damage that may have been caused by reason of the erection maintenance and/or removal of the said equipment and all appurtenances thereto.

6. The Lessee will meet all reasonable legal expenses which might be incurred by the Lessor in connection with the preparation stamping and registration of the within lease, including obtaining the consent of any Mortgagee.

7. The Lessor shall pay rates and taxes on the area the subject of this Lease.

8. The Lessor shall take reasonable precautions at all times to ensure that the ventilation and drainage systems provided for the substation chamber are not impaired.

9. The Lessor hereby grants full and free right and liberty to the Lessee its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles of all descriptions to pass and repass at all times of the night or day during the term hereby created over the land marked "Right of Way and Easement for Electricity Purposes (3.355 wide) and (4.265 wide)" on the said plan hereto annexed AND during such time or times as the Lessee considers it necessary to carry out any work in or upon the demised premises to park vehicles upon the said land TOGETHER WITH full right liberty and licence for the Lessee its officers servants workmen agents and contractors during the said term to construct lay down dismantle replace repair renew and maintain underground and/or overhead electricity conductors wires cables and other apparatus for the transmission of electric current through beneath or over the land marked "Right of Way and Easement for Electricity Purposes (3.355 wide) and (4.265 wide)", "Easement for Electricity Purposes 1.83 wide" (hereinafter called 'easement') AND ALSO free and uninterrupted passage of electricity and apparatus thereto appertaining through under or over the said easement and through the said electricity conductors and wires when constructed PROVIDED HOWEVER that the Lessee shall carry out all work construction or any other need arising pursuant hereto with due expediency and with as little interference as possible to the Lessor its servants or agents.

10. The Lessee shall indemnify and keep indemnified the Lessor from and against all actions suits claims and demands of whatsoever nature which may be brought against the Lessor and all costs charges and expenses which the Lessor may incur in respect of any accident injury and/or damage to any person or property which may occur during the said term through any cause which may be consequent upon the presence or use of the demised premises by the Lessee PROVIDED HOWEVER that this indemnity shall not be deemed to cover any action suit claim demand cost charge or expense arising solely from negligence on the part of the Lessor its servants or agents.

11. The Lessee covenants and agrees that should the insurance premium payable by the Lessor be increased by reason of the presence of the Lessee's substation on the Lessor's premises, any such increase will be met by the Lessee.

CITY OF SYDNEY
LOCALITY: SURRY HILLS



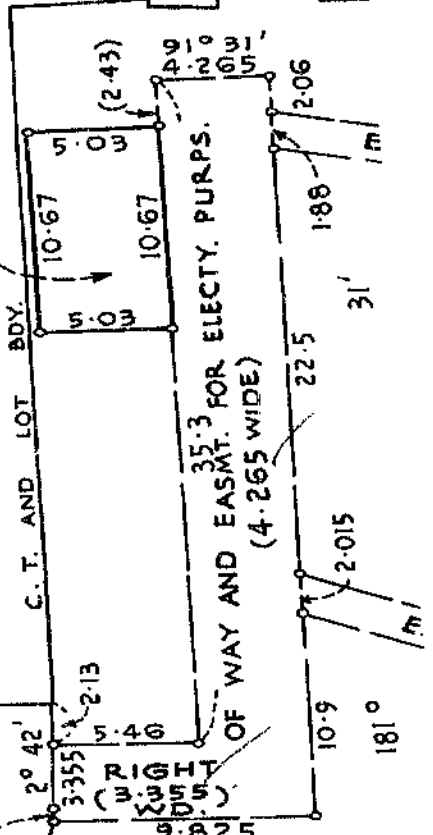
SI
O
PA

THIS MARGIN MUST REMAIN FREE FROM NOTATION



**SUBSTATION
PREMISES
NO 3000**

**JESMOND
ST.**



RAD. 10.365
ARC 40.61
CH. 4.23
0.61

C T V

* EASEMENT FOR ELECT
PURPOSES 1.83 WIDE.

ALBION

16TH JANUARY, 1974.

Dated at Sydney this eight day of January 1975

(b) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a person to whom the donor is known:

Where executed in New South Wales — bank manager, licentiate, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;

Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in that country, commissioner in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

Where executed in foreign country — an Australian or British Consular Officer exercising his functions in that country, commissioner in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(i) Repeat attestation clause etc., if necessary.

(j) Section 117 Real Property Act, 1900, requires that this certificate be signed by the lessee or where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer, by his own name, which should be type-written or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

(k) May be witnessed by any responsible person not being a party to this deed.

(b) Signed in my presence by the lessor who is personally known to me

[Signature]
Signature of witness
D. V. H. PENDLETON
Name of witness (BLOCK LETTERS)
JUSTICE OF THE PEACE
Qualification of witness

Lorna M. Earl
Lessor PROVINCIAL

(i) THE COMMON SEAL of the BODY CORPORATE called TRUSTEES OF THE SISTERS OF SAINT JOSEPH was hereunto affixed in pursuance of a Resolution passed at a meeting of the said Body Corporate in the presence of the Provincial a Member of the said Body Corporate and of two other members of the said Body Corporate all of whose signatures are hereto affixed

[Signature]
MEMBER
[Signature]
MEMBER
[Signature]
MEMBER

Accepted and certified correct for the purposes of the Real Property Act, 1900.

(b) Signed in my presence by the lessee who is personally known to me

[Signature]
Signature of witness
[Name]
Name of witness (BLOCK LETTERS)
[Address]
Address of witness

Lessee


THE COMMON SEAL of THE SYDNEY COUNTY COUNCIL was hereunto affixed pursuant to the General Manager's Signed Order No. 30075 dated 4th February, 1974 and in the presence of the Chairman and General Manager of the Council whose signatures appear opposite hereto:

[Signature]
Chairman
[Signature]
General Manager

S. \$38

DEPARTMENTAL USE ONLY
LEASE of Substation Premises
(together with Right of Way
and Easements).

TO BE COMPLETED BY LODGING PARTY
Lodged by BARTON, PERRY & POWELL
SOLICITORS
Address: 107 MAGUIRE STREET,
SYDNEY. 2000. 221-2677
Phone No.:
Documents lodged herewith
1. a plan (attached to deed)
2. copy lease
3.
4.
5.

Checked [initials]
Passed [initials]
12-3-75
Signed [initials]
REGISTERED
4-4-1975
Registrar General


Received Documents _____
Receiving Clerk _____

AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾
Authority is hereby given for the use of _____
(insert reference to certificates, grants or dealings) lodged
in connection with _____ for the
(insert number of plan or dealing)
registration of this dealing and for delivery to _____
(BLOCK LETTERS)
Signature _____
Name (BLOCK LETTERS) _____

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

M.P.D.

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY
(To be signed at the time of executing the within dealing)
The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.
Signed at _____ the _____ day of _____ 19 ____
Signature of attorney _____
Signature of witness _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^(m)
I certify that _____
the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19 ____
and declared that he personally knew _____
the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____
is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
Signature _____
Name (BLOCK LETTERS) _____
Qualification _____

(m) Not required where dealing attested in accordance with note (h); in other cases to be signed by one of the persons referred to in note (h).

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Real Property Act 1900



AD77838D

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/SP72457

(B) **LODGED BY**

Document Collection Box 1024D	Name, Address or DX and Telephone McCormacks Solicitors DX 10303 Sydney Stock Exchange	LLPN: 123 732 S	CODE CB
	Reference: SP72457		

- (C) The Owners-Strata Plan No. 72457 certify that pursuant to a resolution passed on 31 August 2006 and in accordance with the provisions of No. S. 47 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law No. 1
Amended by-law No. NOT APPLICABLE
as fully set out below:

Special By-law No. 1 - Appointment of Representative to Building Management Committee.

"The Executive Committee of the Owners Corporation shall annually appoint one of its members to be the Owners Corporation's representative on the Building Management Committee established under the Strata Management Statement applying to the strata scheme and may change its representative or appoint a substitute representative in accordance with the Strata Management Statement."



- (F) The common seal of the Owners-Strata Plan No. 72457 was affixed on 24 April 2007 in the presence of—
Signature(s):
Name(s): Michael L McCormack
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
I certify that _____ has approved the change of by-laws set out herein.
Signature of authorised officer: _____
Name of authorised officer: _____ Position of authorised officer: _____

Form: 15CB
Release: 3.0
www.lpma.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act
Real Property Act 1900



AG86938X

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/SP72457

(B) **LOGGED BY**

Document Collection Box 1024D	Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors DX 10303 Sydney Stock Exchange LLPN: 123 732 S	CODE CB
	Reference: 72457	

(C) The Owners-Strata Plan No. 72457 certify that pursuant to a resolution passed on 09 December 2010 and

(D) in accordance with the provisions of Sections 47 and 51 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No. _____
Added by-law No. Special By-laws No. 2 & 3
Amended by-law No. _____
as fully set out below:

See Annexure "A" attached.



(F) The common seal of the Owners-Strata Plan No. 72457 was affixed on 23 February 2011 in the presence of—

Signature(s):
Name(s): Michael McCormack

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Annexure "A"

Special By-law No. 1 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.

Special By-law No. 2 Installing garage roller shutter and car space enclosures

1.1 Exclusive use by-law

This is an *exclusive use by-law*.

1.2 Special privilege rights

The *owners* of lots 177, 182, 183, 184, 192 and 193, each have the special privilege to install:

- (a) galvanised steel square mesh walled enclosures with galvanised sheet steel doors ("*Cages*") to the car spaces forming part of their lots; and
- (b) an electrically operated metal roller shutter security door and any ancillary cables, card readers or other devices for its operation ("*Security Door*") on level 4.

The location of the *Cages* and *Security Door* are as generally shown in the diagram attached to and forming part of this by-law.

1.3 What are your obligations?

You must, at your cost:

- (a) obtain any consents or approvals required of *Council* or *government agencies* in relation to installation of the *Cages* and *Security Door*; and
- (b) comply with the requirements of *government agencies* imposed as a condition of consent to the installation; and
- (c) use materials in the construction of the *Cages* and *Security Door* which are generally consistent with those used in similar structures in the car park of strata scheme no. 72457; and
- (d) use, maintain and repair your *Cage* or part of it (including replacing parts as necessary) to ensure it is in good and serviceable condition; and
- (e) maintain and repair that part of the *common property* where your *Cage* (or any part of it) is fitted and installed (excluding structural maintenance and repairs).

1.4 Obligations of owners corporation

The *owners corporation* must:



- (a) keep all the *common property* areas that are the subject of this *exclusive use by-law* in good structural repair and condition and, where necessary, repair, maintain or replace those areas; and
- (b) keep the *Security Door* the subject of this *exclusive use by-law* in good structural and operational repair and condition and, where necessary, pay its operating costs, repair, maintain or replace it or parts of it (subject to any obligation of the *committee* to do those things).

1.5 Paying costs

- (a) You must pay the costs of the maintaining your *Cage* and the common property to which it is attached. You are not obliged to contribute to the costs other *owners* incur under this by-law.
- (b) If you do not comply with your obligations under this by-law then the *owners corporation* may rectify that non-compliance at your cost. You must reimburse the *owners corporation* on demand for those costs. Alternatively, the *owners corporation* may include your costs in your administrative fund or sinking fund contributions.

1.6 Occupiers may exercise rights

The *owner* of each *apartment*, which has the benefit of an *exclusive use by-law*, may allow the *occupier* of their *apartment* to exercise the rights of the *owner* under the *exclusive use by-law*. However, the *owner* remains responsible to the *owners corporation* and, where appropriate, *government agencies* to comply with the obligations of the *owner* under the *exclusive use by-law*.

1.7 Repairing damage


The *owner* of an *apartment*, which has the benefit of an *exclusive use by-law*, must repair damage caused by exercising rights under the *exclusive use by-law* to *common property* or the property of another *owner* or *occupier*.

1.8 Indemnities

The *owner* of each *apartment*, which has the benefit of an *exclusive use by-law*, indemnifies the *owners corporation* against all claims and liability caused by exercising rights under the *exclusive use by-law*.

1.9 Additional insurances

The *owner* of each *apartment* which has the benefit of an *exclusive use by-law* must reimburse the *owners corporation* for any increased premium for an insurance policy of the *owners corporation* caused as a result of the exercise of the *owner's* rights under the *exclusive use by-law*.



Strata Plan No. 72457

Consent to special privilege and exclusive use by-law

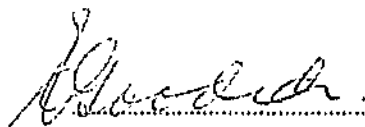
To: The Secretary
The Owners – Strata Plan 72457

And: The Registrar General
Land & Property Management Authority
Queens Square
SYDNEY NSW 2000

Zone Developments Pty Ltd being the registered owner of Lots 177, 182, 183, 184, 192 and 193 in Strata Plan No. 72457, hereby consents to the grant of special privilege upon those lots pursuant to a by-law passed by special resolution of the Owners Corporation on the 9 day of December 2010.

DATED this 9th day of FEBRUARY 2011.

Zone Developments Pty Ltd

 ELEANORE GOODRIDGE

Director

Authorised Signatory



Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAWS
New South Wales
Real Property Act 1900



AH187464F

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

(A) **TORRENS TITLE**

For the common property CP/SP 72457
--

(B) **LODGED BY**

Document Collection Box 1W	Name, Address or DX and Telephone Dynamic Property Services DX 11643 SYDNEY DOWNTOWN Ph: 02 9267 6334 Reference: Lisa Branson	CODE CB
--------------------------------------	---	-------------------

(C) The Owners-Strata Plan No. 72457 certify that pursuant to a resolution passed on 01 May 2012 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) ~~Repealed by-law No.~~ _____
~~Added by-law No.~~ _____
Amended by-law No. Special 3 Part 1.2
as fully set out below:

SEE ANNEXURE

The Common Seal of the Owners S.P.72457 was hereunto affixed on 13 August 2012 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.



SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

(F) The common seal of the Owners-Strata Plan No. 72457 was affixed on 13 August 2012 in the presence of—

Signature(s) V Haddad
(or Witness) _____
Name(s): Vanessa Haddad Level 5, 162 Goulburn St SYDNEY NSW 2010
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

STRATA PLAN 72457
ANNEXURE

AMENDMENT TO SPECIAL BY-LAW 3 PART 1.2:

Specially resolved that:

- i. the owners corporation Strata Plan 72457 specially resolve pursuant to Section 52 to make an amendment to Special By-Law 3, part 1.2 as follows:

Following the wording "*The owners of Lots 177,182, 183, 184, 192*" add the wording "*, 193 and any other suitably sized lot to enable this installation in accordance with Council and DA requirements*" and in Special By-Law 3, part 1.3 (a) *Following the wording "obtain any consents or approvals required of"* insert the words "*the owners corporation's executive committee and*"

- ii. subject to motion 26 (i) being specially resolved, the owners corporation considered and approved the following lot applications for the installation of storage cages in accordance with the by-law:

- a. Lot 122
b. Lot 123

- iii. subject to motion 26 (i) being specially resolved, the owners corporation provide instructions on the process and authority for approval of any future applications made under this by-law.

The Common Seal of the Owners – **The Owners--Strata Plan 72457** was hereunto affixed on 13 August 2012 in the presence of Dynamic Property Services Pty Ltd being the person(s) authorised by section 238 of the *Strata Schemes Management Act 1996* to attest the fixing of the seal.

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 62 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45)

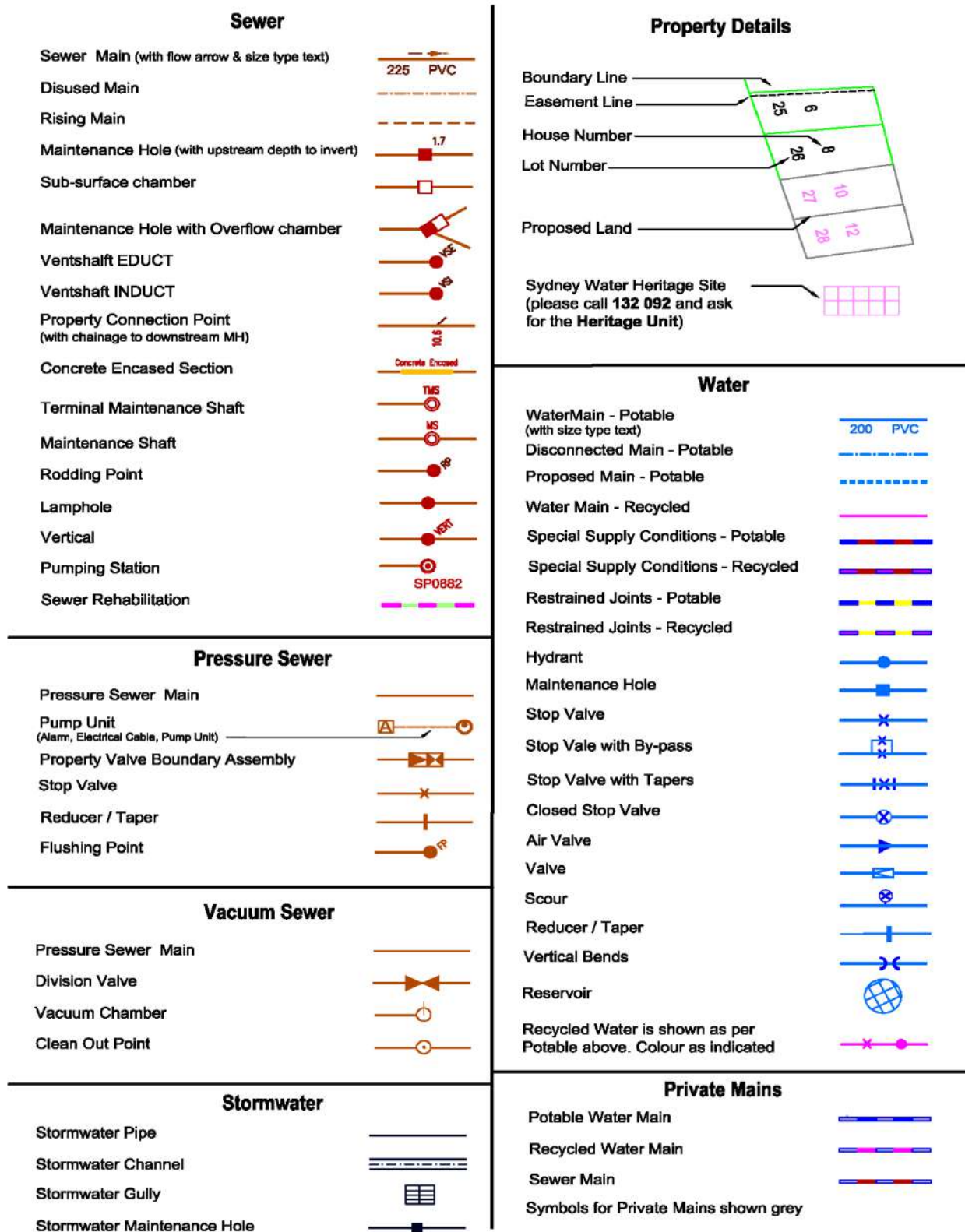


Signature of witness: 

Name(s): Vanessa Haddad, Level 5, 162 Goulburn St, Sydney NSW 2010

Asset Information

Legend



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**.

8 December 2022

Infotrack Pty Limited

Reference number: 8002139045

Property address: U 3/443 Bourke St Surry Hills NSW 2010

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Peter Maurice Cavanagh**
Purchaser:
Property: **Unit 10111/437-439 Bourke Street, Surry Hills NSW 2010**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in

Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
- (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or

combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
 - (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
 - (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
 - (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;

- (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. 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.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

A

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on 20 / 10 / 2021 at Level 5, 10-14 Waterloo Street, Surry Hills NSW BETWEEN

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: PETER CAVANAGH

Phone: 0419 609 192

Mobile: 0419 609 192

Email: E11R@BIGPOND.NET.AU

Other Contact Details: _____

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides:

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

C/- LEVEL 5, 10-14 WATERLOO STREET, SURRY HILLS

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: CHRISTINE POPE

Address for service of notices (if not address of Residential Premises):

111/437 BOURKE STREET, SURRY HILLS NSW 2010

Phone: 0422 221 657

Mobile: 0422 221 657

Email: CHRISTINEPOPE@OPTUSNET.COM.AU

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: I.B Property Group Pty Ltd T/as I.B Property Surry Hills

Address: Suite 5.01/Level 5, 10-14 Waterloo Street

ACN: _____

Surry Hills NSW 2038

ABN: 61 836 518 527

Phone: (02) 9221 3333

Mobile: 0433 269 095

Email: justin@ibproperty.com.au

Licence No.: 10057002

Licence Expiry: _____

TERM OF AGREEMENT

The term of this Agreement is:

6 Months 12 Months 2 Years 3 Years 5 Years

Other (Please specify) _____

Periodic (no end date)

starting on: 01 / 11 / 2021 and ending on: 31 / 10 / 2022 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

RESIDENTIAL PREMISES

The residential premises are: 111/437 Bourke Street, Surry Hills NSW 2010

The residential premises include: (include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.)

1 CARSPACE

RENT

The rent is: \$1,800.00 per: fortnight payable in advance starting on: 01 / 11 / 2021

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) to: ~~IB PROPERTY~~ PETER CAVANAGH at: 206 GLEN MORE ROAD, PADDDINGTON
~~LEVEL 5, 10-14 WATERLOO STREET, SURRY HILLS~~

PMC

(b) into the following account:

Account Name: ~~IB PROPERTY~~ P. M. CAVANAGH Bank: CBA ST GEORGE BANK
BSB: ~~062228~~ 332-002 Account No: 10485438 130081857 Payment Reference: 100353

PMC

(c) as follows:

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENTAL BOND (Cross out if there is not going to be a bond)

A rental bond of \$ already holding must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than 2 persons may ordinarily live in the Premises at any one time.

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs:	<u>Chris Dawson</u>	Phone:	<u>0410 297 114</u>
Plumbing Repairs:	<u>WILLIAM DEMIRDONDER</u>	Phone:	<u>0401 016 150</u>
Other Repairs:	<u>Chris Dawson</u>	Phone:	<u>0410 297 114</u>

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? Yes No *CP*

Is gas supplied to the premises from an embedded network? Yes No *CS*

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

PMC

SMOKE ALARMS

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address: E11R@BIGPOND.NET.AU

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address: CHRISTINEPOPE@OPTUSNET.COM.AU

[Specify email address to be used for the purpose of serving notices and documents.]

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

4. **The landlord agrees:**
4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

RENT

3. **The tenant agrees:**
3.1 to pay rent on time, and

- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

- 5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- 6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- 7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

- 8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
- 9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- 10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
 - 11. **The tenant agrees** to pay:
 - 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
 - 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
 - 11.4 all charges for pumping out a septic system used for the residential premises, and
 - 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle
- Note. Separately metered** is defined in the *Residential Tenancies Act 2010*.
- 12. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
 - 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:
- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. The tenant agrees:
- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:
- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- Note 1.** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:
- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. **The landlord agrees:**
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. **The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. **The landlord and the tenant agree:**
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
33. **The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. **The landlord and the tenant agree that:**
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.
- Note.** Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.
36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

[Handwritten signature and initials]

- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees** to:
- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

45. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

46. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

- 51.4 1 week's rent if 75% or more of the fixed term has expired.
- This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

1 DOG

54. The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements.
55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

- (2) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
- (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- (3) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (4) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (5) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (6) **tenancy** means the right to occupy residential premises under this agreement.
- (7) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.
For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).
Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

SIGNATURES

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD: Peter M. Lavonaghi Date: 20/10/2021
(Signature of landlord or landlord's agent on behalf of the landlord)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD: Peter M. Lavonaghi Date: 20/10/2021
(Signature of landlord or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT: [Signature] Date: 27/10/2021
(Signature of tenant)

SIGNED BY THE TENANT (2): _____ Date: / /
(Signature of tenant 2)

SIGNED BY THE TENANT (3): _____ Date: / /
(Signature of tenant 3)

SIGNED BY THE TENANT (4): _____ Date: / /
(Signature of tenant 4)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S: _____ Date: / /
(Signatures of tenants)

For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au