

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Oxford Real Estate 40-42 Flinders Street, Darlinghurst, NSW 2010	Phone: 02 9331 2180
co-agent		
vendor	Russel John Burns 306, The Manor, 18 Bayswater Road, Potts Point, NSW 2011	
vendor's solicitor	Assured Conveyancing 8, 1003-1005 Pacific Highway, Berowra NSW 2081 PO Box 395, Berowra NSW 2081	Phone: 02 9456 0390 Email: nikki@assuredconv.com.au Fax: 02 9456 0359 Ref: NS:TB:24/015
date for completion land (address, plan details and title reference)	See Special Condition 50 306/18 Bayswater Road, Potts Point, New South Wales 2011 Registered Plan: Lot 28 Plan SP 88895 Folio Identifier 28/SP88895	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" 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 checked="" type="checkbox"/> other documents: Requisitions on Title	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA
-
- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

- Purchaser must make an **GSTRW payment** NO yes (if yes, vendor must provide details)
(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

List of Documents

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

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

McCormacks Strata Management
Ph: 1300 991 825
Email: solutions@mccormacks.com.au

SPECIAL CONDITIONS

Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
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residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

306/18 BAYVIEW WATER RATES POINT 2017

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:

<p>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</p>	<p>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</p>
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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 served 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 by a 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 *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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;
 - *FRGGY* 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.

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33. Changes to Printed Clauses

- (a) Clause 7.1.1 – delete “5%” and insert “1%” in place thereof

34. Release of Deposit

The Purchaser agrees that the deposit or part deposit may be released to the vendor prior to completion to enable the vendor to use the deposit towards payment of a deposit on the purchase of another property provided that such deposit is paid into another agents or solicitors Trust Account and not to be released further. The parties agree that no further authority will be required for such release as the necessary authority is contained in this special condition.

35. Deposit by Instalments (if exchanged with Cooling-Off)

The deposit shall be paid by the following instalments as follows:

- (a) As to 0.25% of the purchase price forthwith;
- (b) As to the balance of the deposit prior to expiry of the Cooling-Off Period unless the Purchaser has rescinded the Contract during such period.

36. Deposit by Instalments

Despite clause 2.2, the Purchaser shall pay with time of the essence (if agreed by the Vendors Conveyancer in writing), the total deposit of 10% as specified on the front page of the contract in the amounts and upon the dates as follows:

- (i) 5% upon the date of this contract, or 5% at the expiration of the Cooling-Off period if contracts exchanged under Cooling-Off conditions
- (ii) 5% upon the first to occur on completion of this contract.

The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and in particular from the Agent or any representative of the Vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the Purchaser’s obligations pursuant to this contract.

37. Completion

- a. Completion of this contract will take place on or before 5.00pm on the date for completion.
- b. If this contract is not completed on or by the date for completion date the Vendor and the Purchaser will be entitled by notice in writing to the other to fix a date for completion of this contract and in this regard making time for completion essential.
- c. It is expressly agreed by the Vendor and the Purchaser that fourteen (14) days between (but excluding) the date of service of the notice and (and including) the date for completion specified in the notice will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring completion of this Contract even though the period includes dates which are not business days. Either party may at any time withdraw the notice without prejudice to the continuing right to give any further such notice.
- d. If completion does not take place on or before the date for completion for any reason not solely attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on completion to the Vendor by way of default interest on the balance of the purchase money at the rate of ten per centum (10%) per annum calculated from (but excluding) the date for completion until the date of completion of this Contract. It is agreed that this amount is a genuine pre-estimate of the Vendors loss of interest for the purchase monies and liability for rates and outgoings. The Purchaser will not be entitled to require the Vendor to complete this contract unless the interest has been paid.
- (e) If either party issues a Notice to Complete then the other party shall allow the sum of two hundred and seventy five (\$275.00) dollars (inc GST) on settlement. The parties acknowledge that payment of such sum is an essential term of the contract.

38. Whole Agreement

The agreements, provisions, terms, conditions and warranties contained in this contract comprise the whole of the bargain between the parties hereto and the parties hereto expressly agree and declare that no further or other agreements, provisions, terms, conditions or warranties exist or apply.

39. Vendor's Agent

The Purchaser warrants that it was not introduced to the property or to the Vendor by a real estate agent (other than the agent (if any) described in the Meaning of Terms "Vendor's Agent") in circumstances which could give rise for commission or remuneration in respect of the sale. The purchaser indemnifies the Vendor from and against any claim (including all legal costs both on a party and party and solicitor and client basis incurred by the Vendor in connection with such claim) or demand made by any other agent as to commission or remuneration in respect of the sale for breach of this warranty. This clause shall not merge on completion.

40. Death or Bankruptcy

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at Law or Equity has this clause not be included herein, should the Vendors or any one of them prior to completion:

- (a) die or become mentally ill or be declared bankrupt then the Vendor may rescind the contract by notice in writing forwarded to the solicitor named as the other parties solicitor and thereupon the within contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
- (b) being a company resolved to go into liquidation or have a petition for winding up presented or enters into any scheme or arrangement with its creditors under the corporations law, or should any liquidator, receiver or official manager be appointed in respect of either party then that party shall be deemed to be in default hereof.

If the purchaser is a natural person, the purchaser warrants to the vendor that the purchaser:

(a) is not an undischarged bankrupt

(b) has not entered into a personal insolvency agreement or called a meeting of creditors under Part X of the Bankruptcy Act 1966; and

(c) has not committed an act of bankruptcy

41. Representation and Warranties

(a) The Purchaser warrants that:

- i. unless stated otherwise in this contract, it has not entered into this contract in reliance on any documents or brochures produced on any expressed or implied statement, representation, promise or warranty made by the Vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an effect on the property, including but not limited to the matters in (ii.) hereunder;

ii. it shall not make any objection , requisition or claim for compensation in relation to nor rescind terminate or delay completion of this contract because of:

1. the location of the property;
2. the condition or state of repair of the property and improvements and the furnishings and chattels on completion or depreciation;
3. the suitability of the property or improvements for any use including, without limitation, the conduct of a business or any development whatsoever;
4. the rights and privileges relating to the property;
5. the financial return or income to be derived from the property;
6. any matter disclosed by any sewerage service diagram;
7. the presence in or upon the property of asbestos or other hazardous substances or any environmental hazard or contamination;
8. the presence of any sewer drain manhole or vent on the property;
9. any rainwater downpipe being connected to the sewer;
10. the state of repair or condition of any service to or on the property (“service ”includes air, communication, drainage, stormwater, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
11. the nature, location , availability or non-availability of any such service;
12. whether or not the property is subject to or has the benefit of any right or easement in respect of any such service or the mains pipes or connections thereof.
13. the compliance or non-compliance with any restriction on user
14. any key not in the possession of the vendor.
15. Any holes in walls due to removing tv brackets
16. Any lawns not mowed or up keeping of the gardens or pool

(b) The Purchaser accepts the property and improvements in their present state of repair and subject to any latent or patent defects as regards their design, construction, state of repair, availability, infestations, any items of rubbish or debris or otherwise. The purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property, improvements and or inclusions.

42. Documents attached to Contract

If before this contract is signed by or on behalf of the purchasers a document or copy of a document at the request of the Vendor or the Vendor’s solicitors, was attached to this contract by or on behalf of the purchaser or the purchasers solicitors the person attaching that document or copy do so as the agent of the Vendor.

43. Severability

Each of the provisions of this contract for sale shall be severable from each other and the invalidity, illegality or unenforceability of any provision herein contained shall not prejudice or in any way affect or impair the validity or enforceability of the remaining provisions hereof.

44. Surveyors Report and Building Certificate

- (a) The Vendor does not hold a Surveyors Report or Building Certificate;
- (b) Completion of this contract is not conditional on the vendor or the purchaser obtaining a Surveyors Report or Building Certificate.

Subject to the provisions of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the purchaser applies for a Building Certificate from Local Council after the date of this contract and the council after the date of this contract but before completion:

- (a) makes a work order under any legislation;
- (b) refuses to issue the certificate for any reason; or
- (c) informs the purchaser of work to be done before it will issue the certificate,

the purchaser shall not make an objection, requisition, claim for compensation rescind, delay completion nor require the vendor to do any work to the property to enable the certificate to be issued.

Should the purchaser become entitled to rescind this contract for breach of the warranty in Clause 1(d) of the schedule 3 Part 1 of the Conveyancing (Sale of Land) Regulations, the Vendor shall also be entitled to rescind the contract provided such right is exercised before the purchaser has served his/her notice of rescission.

45. Exchange with Electronic Signature

The parties agree that the contract can be executed by any means referred to in the Electronic Transaction Act 2000 to enable exchange of contracts to take place electronically.

46. Land Tax Payable by Purchaser

Notwithstanding any other provision herein relating to the payment of land tax by the purchaser, if the vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to 31 December of the given year and the purchaser delays completion or requests a completion date after 31 December – the purchaser shall pay to the vendor on completion as part of the settlement monies the land tax.

47. GST

- a) The purchaser promises that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from the breach of this warranty. This right continues after completion.
- b) If the vendor becomes liable to pay Goods and Services Tax (GST) as a result of a breach of the warranty in 46(a), then the purchaser shall immediately pay to the vendor on completion and in addition to the balance of the purchase monies and all other monies due pursuant to the Contract, an additional amount which is equal to the amount of GST paid or payable by the vendor as a result of this Contract.
- c) Time is of the essence in relation to the payment by the purchaser of the GST.

48. Guarantee by director of purchaser company

This clause applies if the purchaser is a company and is an essential element of this contract and shall be constituted as a Deed. Contract means the contract for sale of which this Guarantee forms part and expressions used in this Deed have the same meaning as in the Contract.

I, _____
of _____

(“the Guarantor”) being a Director of the Purchaser

_____ Pty Limited

ACN _____, in consideration of the Vendor, at our request, agreeing to sell the property to the Purchaser:

- (i) guarantee to the Vendor the due and punctual performance of the purchaser’s obligations under this contract; and
- (ii) the payment to the vendor of every amount payable by the purchaser under this contract; and
- (iii) further covenant and indemnify and will keep the vendor indemnified against any loss and damage which the Vendor may suffer in consequence of any failure of the Purchaser to perform its obligations under the Contract.

The Guarantor acknowledges that prior to executing this Guarantee, they have read and understood the terms and conditions of the Contract in their entirety and their obligations under this Guarantee.

Executed as a Deed:

Witness signature

Guarantors signature

Witness full name

Guarantors Full Name

Witness address

49. Deposit Release For Completion

The vendor requires that the deposit (less any agents commission) held by the depositholder be electronically transferred to the vendors conveyancers trust account 3 business days prior to the completion date so that the funds can be used as a Vendors Source Fund in the electronic work space to effect completion of this contract and the vendors simultaneous purchase on the electronic platform pursuant to clauses 2.8 and 16.7 of the contract.

The vendor and purchaser acknowledge and agree that by entering into this contract:

- (a) that the vendor can request the depositholder to transfer the deposit to the vendors conveyancers trust account and that no further authority is required for the deposit to be transferred
- (b) that the deposit can only be used to complete settlement pursuant to this contract
- (c) If the contract is not completed following the transfer, the vendors conveyancer will hold the deposit as depositholder pursuant to the contract and the contract is accordingly varied in this regard.

50. Date for Completion

The Date for Completion shall be earlier of:

- I. 112 days from the date of this contract.
- II. 21 days notice notification from the Vendors Conveyancer to the Purchasers Conveyancer/Solicitor that the Vendors require completion. Such notification cannot be given earlier than 21 days from the date of exchange.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

- 19. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

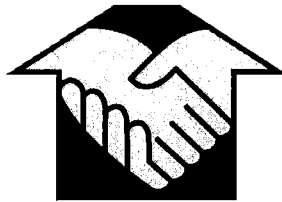
- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

- 24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



ASSURED
Conveyancing

Licensed Conveyancers

AUTHORITY

McCormacks Strata Management
Ph: 1300 991 825
Email: solutions@mccormacks.com.au

RE: Burns sale
Property: 306/18 Bayswater Road, Potts Point
Lot 28 on Plan 88895

We act on behalf of Mr Russel Burns in relation to his sale of the abovementioned property and hereby authorise any prospective purchasers and/or their Agents to inspect the strata records.

Nikki Summerhayes
Licensed Conveyancer
Assured Conveyancing

🏠 Nikki Summerhayes C.P.C. Licensee 🏠
Justice of the Peace No. 171924 🏠 Licence No. 1059343

abn 96 137 993 929 🏠 Shop 8, 1003 - 1005 Pacific Highway (PO Box 395) BEROWRA NSW 2081
p (02) 9456 0390 🏠 **f** (02) 9456 0359 🏠 **m** 0414 847 886 🏠 7am – 7pm 7 days 🏠 **e** nikki@assuredconv.com.au

w www.assuredconv.com.au
Berowra Conveyancing Pty Limited ACN 137 993 929



FOLIO: 28/SP88895

SEARCH DATE	TIME	EDITION NO	DATE
15/1/2024	3:26 PM	3	19/12/2019

LAND

LOT 28 IN STRATA PLAN 88895
AT POTTS POINT
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

RUSSEL JOHN BURNS (T AP789175)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88895
- 2 SP88895 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 SP88895 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 4 AP789176 MORTGAGE TO RESIDENTIAL MORTGAGE GROUP PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP88895

SEARCH DATE	TIME	EDITION NO	DATE
15/1/2024	3:26 PM	6	13/9/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88895
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT POTTS POINT
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP88895

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88895
ADDRESS FOR SERVICE OF DOCUMENTS:
18 BAYSWATER ROAD
POTTS POINT 2011

SECOND SCHEDULE (29 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1187798
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP88895
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP88895
- 5 A43417 RIGHT OF WAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 C614827 RIGHT OF WATER SEWERAGE & DRAINAGE THROUGH AND BY DRAINS SEWERS PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AH654050 POSITIVE COVENANT
- 8 AH654051 RESTRICTION(S) ON THE USE OF LAND
- 9 DP1188577 EASEMENT FOR SUPPORT VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1188577 EASEMENT FOR SUPPORT VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1188577 EASEMENT FOR SUPPORT VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (29 NOTIFICATIONS) (CONTINUED)

- 12 DP1188577 EASEMENT FOR SUPPORT VARIABLE WIDTH REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1188577 RIGHT OF ACCESS AND USE VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1188577 EASEMENT FOR OVERHANG VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1187798 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 16 DP1187798 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 17 DP1187798 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 18 DP1187798 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 19 DP1187798 EASEMENT FOR FIRE STAIRS AND PASSAGE WAYS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 20 DP1187798 EASEMENT FOR FIRE STAIRS AND PASSAGE WAYS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1187798 RIGHT TO USE HOIST 2.28 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1187798 RIGHT TO USE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1187798 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 24 DP1187798 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1187798 RESTRICTION(S) ON THE USE OF LAND
- 26 DP1187798 POSITIVE COVENANT
- 27 SP88895 POSITIVE COVENANT
- 28 AN376506 INITIAL PERIOD EXPIRED
- 29 AT430387 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 88895

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 242	2	- 229	3	- 221	4	- 229
5	- 230	6	- 215	7	- 230	8	- 196
9	- 200	10	- 206	11	- 192	12	- 246
13	- 230	14	- 225	15	- 233	16	- 234
17	- 219	18	- 235	19	- 200	20	- 204
21	- 217	22	- 200	23	- 250	24	- 240

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP88895

PAGE 3

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

STRATA PLAN 88895

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 230	26	- 242	27	- 246	28	- 229
29	- 246	30	- 212	31	- 215	32	- 229
33	- 211	34	- 269	35	- 248	36	- 442
37	- 277	38	- 240	39	- 273	40	- 219
41	- 192	42	- 230	43	- 227		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



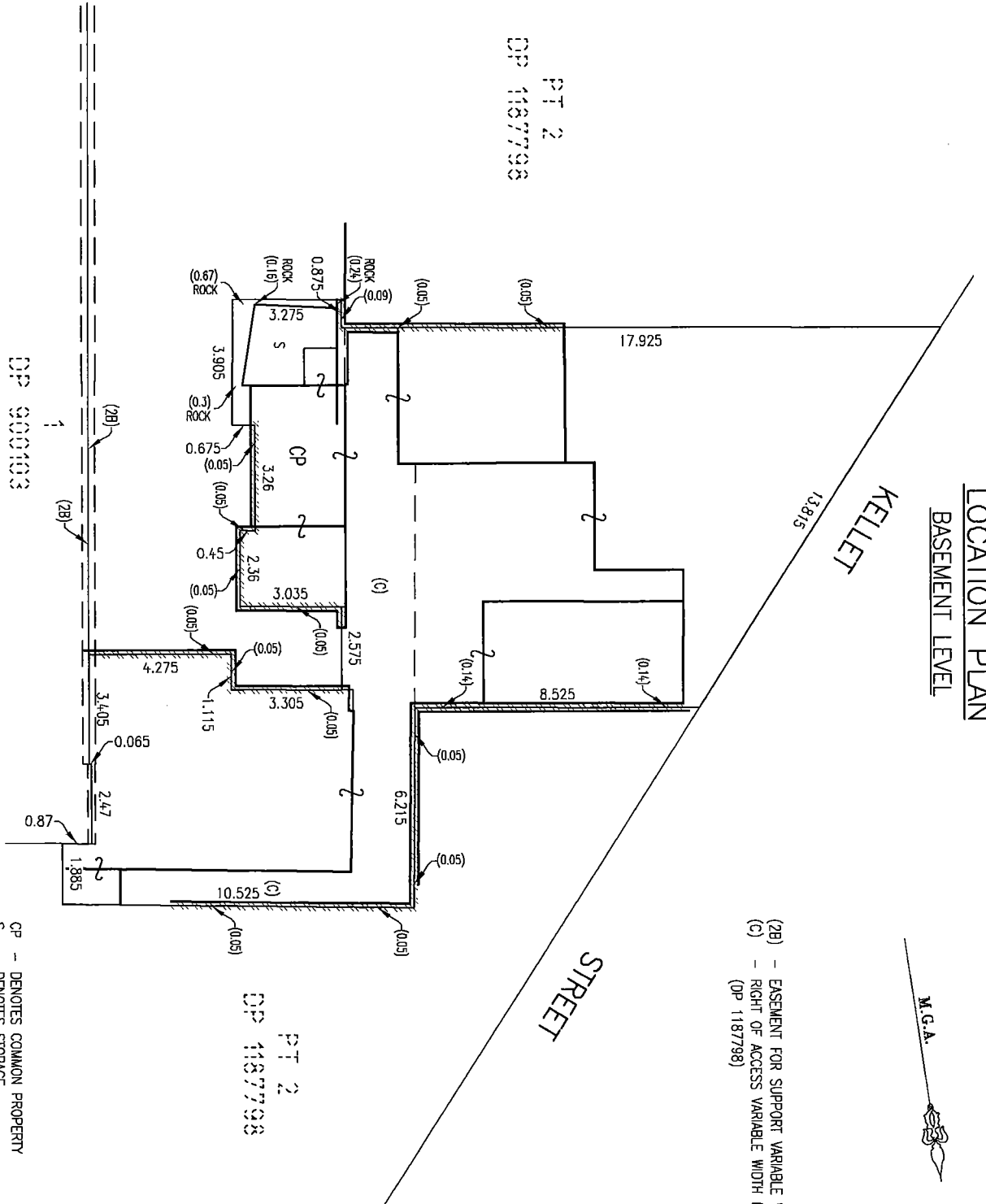
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© Office of the Registrar-General /Src:InfoTrack /Ref:247015

LOCATION PLAN BASEMENT LEVEL

M.G.A.



(2B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1188577)
(C) - RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(DP 1187798)



EXISTING WHOLE OF LOT EASEMENTS:

- EASEMENT FOR SUPPORT AND SHELTER (DP 1187798)
- EASEMENT FOR SERVICES (DP 1187798)
- EASEMENT FOR FIRE STAIRS AND PASSAGE WAYS (DP 1187798)

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

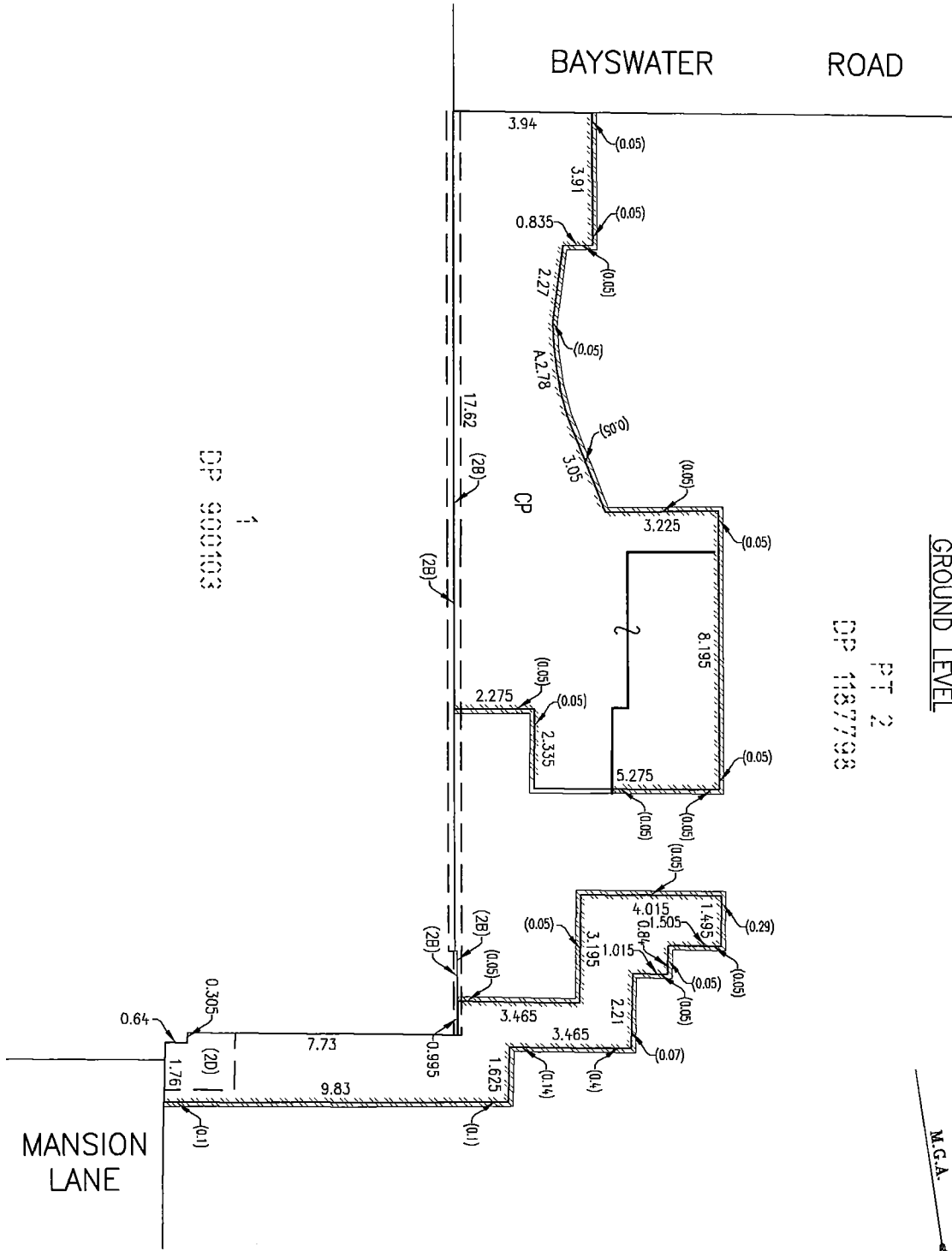
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 Surveyor's Ref: 110109 SP
 Subdivision No: 2011-0088
 Lengths are in metres. Reduction Ratio 1: 125(A3)

REGISTERED
 18.10.2013

SP888895

LOCATION PLAN
GROUND LEVEL

PT 2
DP 187793



DP 900103
1

CP - DENOTES COMMON PROPERTY
(2B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1188577)
(2D) - RIGHT OF WAY (A43417)



EXISTING WHOLE OF LOT EASEMENTS:
EASEMENT FOR SUPPORT AND SHELTER (DP 118798)
EASEMENT FOR SERVICES (DP 118798)
EASEMENT FOR FIRE STAIRS AND PASSAGE WAYS (DP 118798)

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Scale of mm														

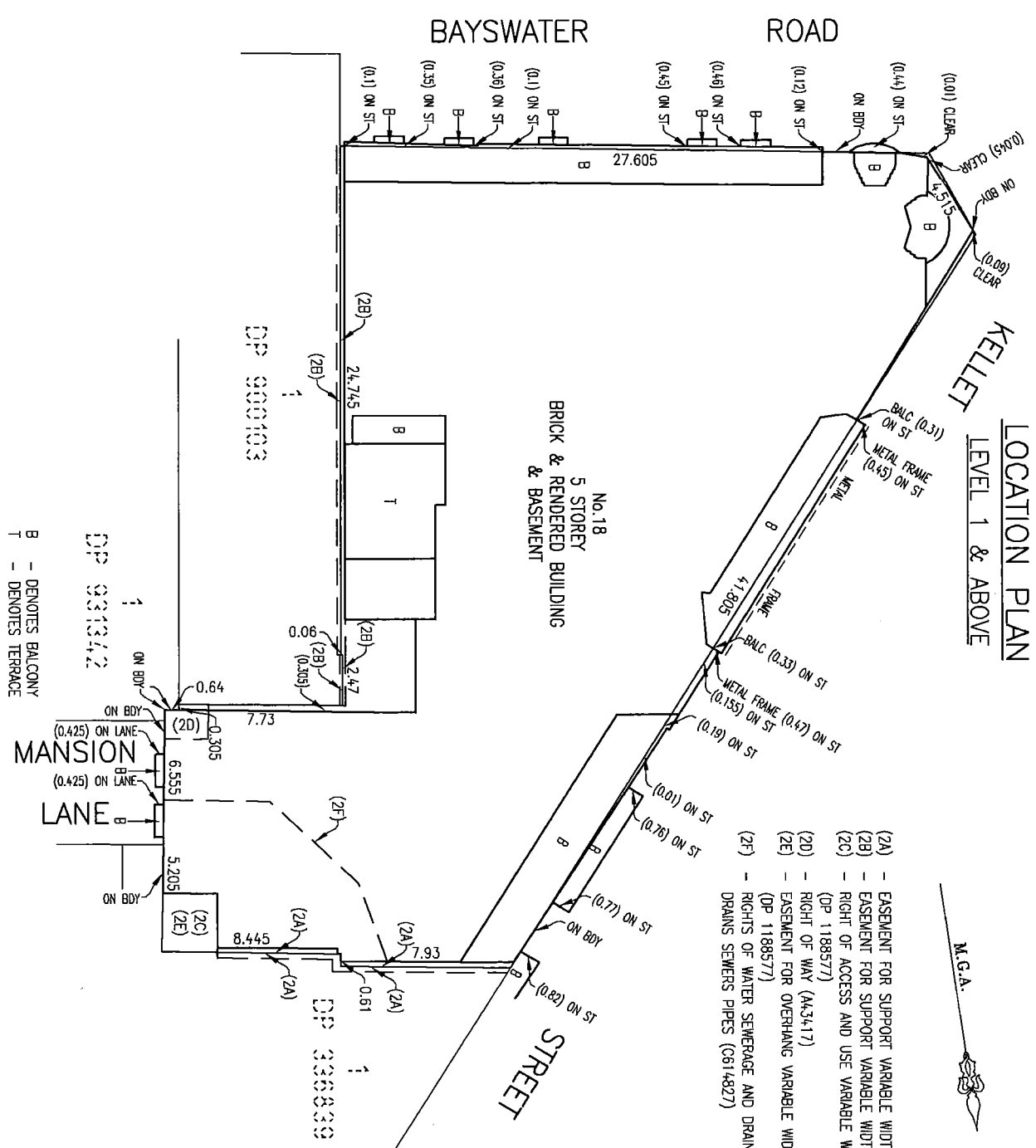
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Surveyor's Ref: 110109 SP
Subdivision No: 2011-0088
Lengths are in metres. Reduction Ratio 1:125(A3)



REGISTERED
18.10.2013

SP88895

LOCATION PLAN
LEVEL 1 & ABOVE



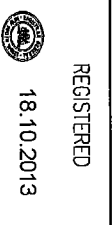
- (2A) - EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1188577)
- (2B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1188577)
- (2C) - RIGHT OF ACCESS AND USE VARIABLE WIDTH LIMITED IN STRATUM (DP 1188577)
- (2D) - RIGHT OF WAY (A4.34.17) (DP 1188577)
- (2E) - EASEMENT FOR OVERHANG VARIABLE WIDTH LIMITED IN STRATUM (DP 1188577)
- (2F) - RIGHTS OF WATER SEWERAGE AND DRAINAGE THROUGH AND BY DRAINS SEWERS PIPES (C814827)

EXISTING WHOLE OF LOT EASEMENTS:
 EASEMENT FOR SUPPORT AND SHELTER (DP 1187798)
 EASEMENT FOR SERVICES (DP 1187798)
 EASEMENT FOR FIRE STAIRS AND PASSAGEWAYS (DP 1187798)

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Scale of 1:200														

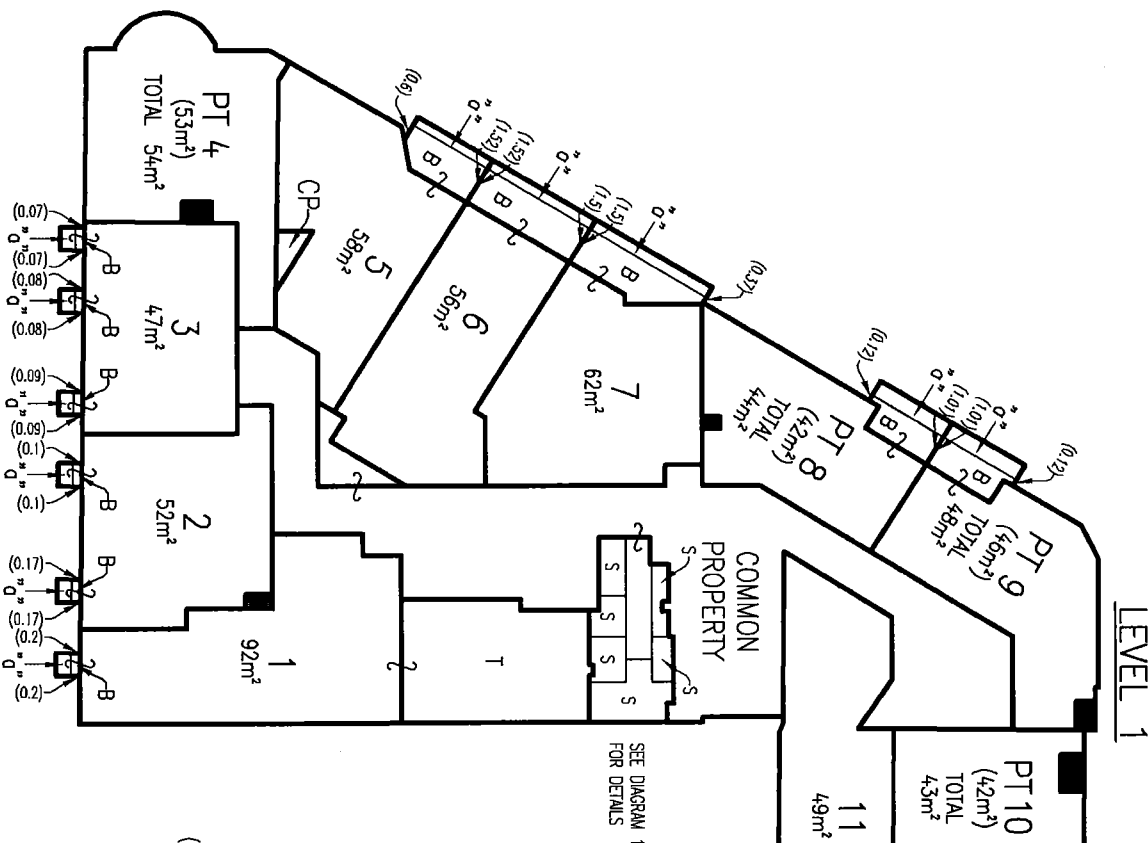
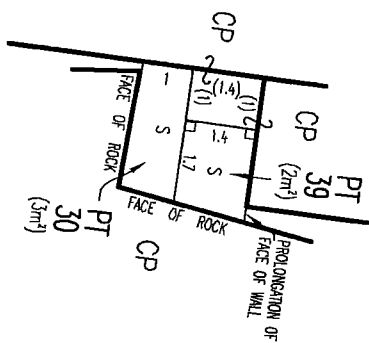
B - DENOTES BALCONY
 T - DENOTES TERRACE

Surveyor: MITCHELL KEITH AVRES
 Surveyor's Ref: 110109 SP
 Subdivision No: 2011-0088
 Lengths are in metres: Reduction Ratio 1:200(A3)



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SP88895

BASEMENT LEVEL



LEVEL 1

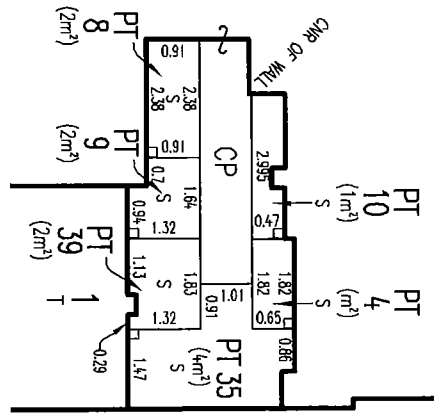


DIAGRAM 1
SCALE 1:100

- ┌─ DENOTES 90°
- B - BALCONY
- CP - COMMON PROPERTY
- S - STORAGE

BALCONIES ARE COVERED.
THE PART OF THE BALCONIES MARKED "d" WHICH ENCRGOACH OVER THE PARCEL BOUNDARY ARE FOR THE EXCLUSIVE USE OF THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: MITCHELL KEITH AVRES
Surveyor's Ref: 110109 SP
Subdivision No: 2011-0088
Lengths are in metres. Reduction Ratio 1:200(A3)

REGISTERED
18.10.2013

SP88895

M.G.A.

LEVEL 2

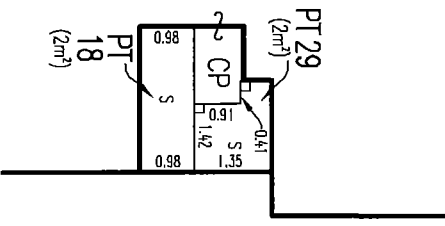
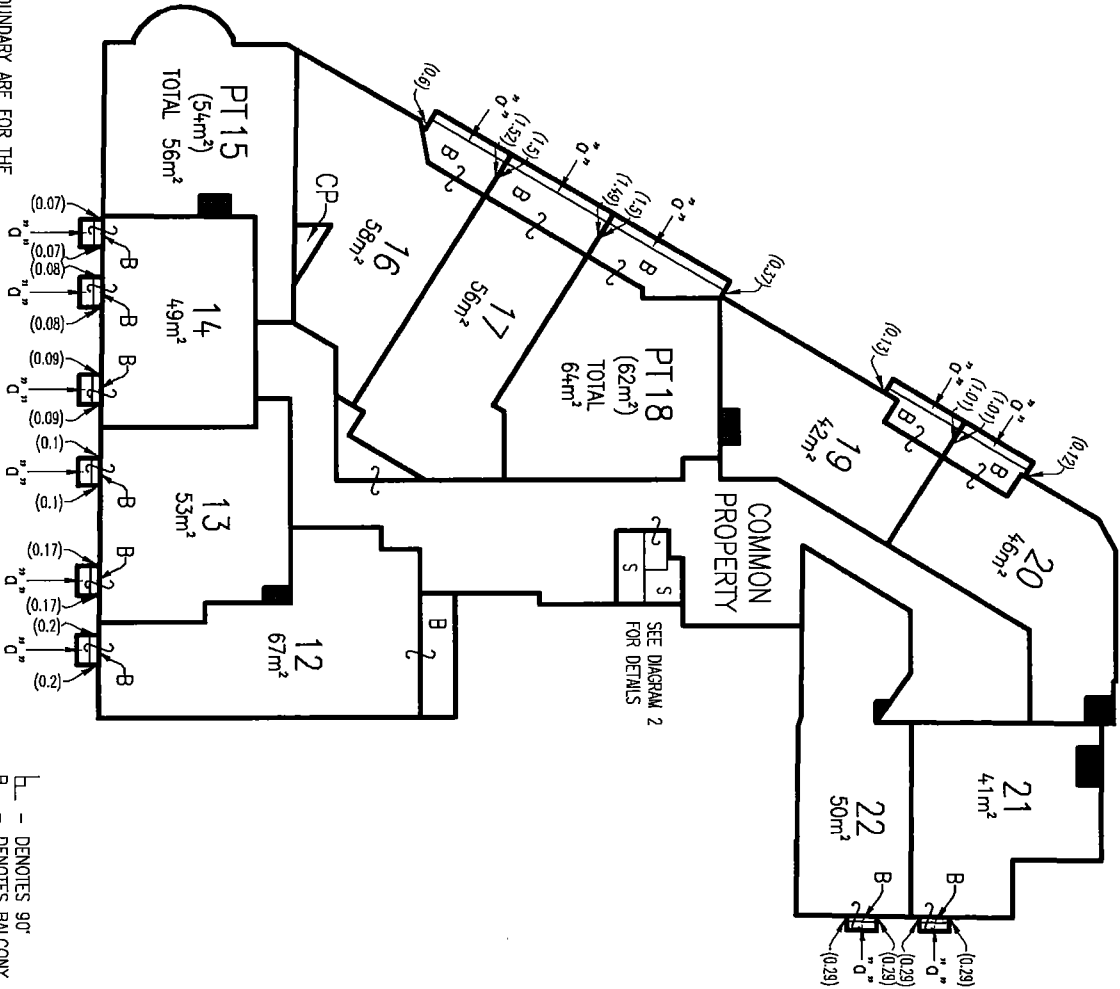


DIAGRAM 2
SCALE 1:100



M.G.A.

BALCONIES ARE COVERED.
THE PART OF THE BALCONIES MARKED "o" WHICH ENCRROACH OVER THE PARCEL BOUNDARY ARE FOR THE EXCLUSIVE USE OF THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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- └─ DENOTES 90°
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- S - DENOTES STORAGE

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: MITCHELL KEITH AVRES
Surveyor's Ref: 110109 SP
Subdivision No: 2011-0088
Lengths are in metres. Reduction Ratio 1:200(A3)

REGISTERED
18.10.2013

SP88895

LEVEL 3

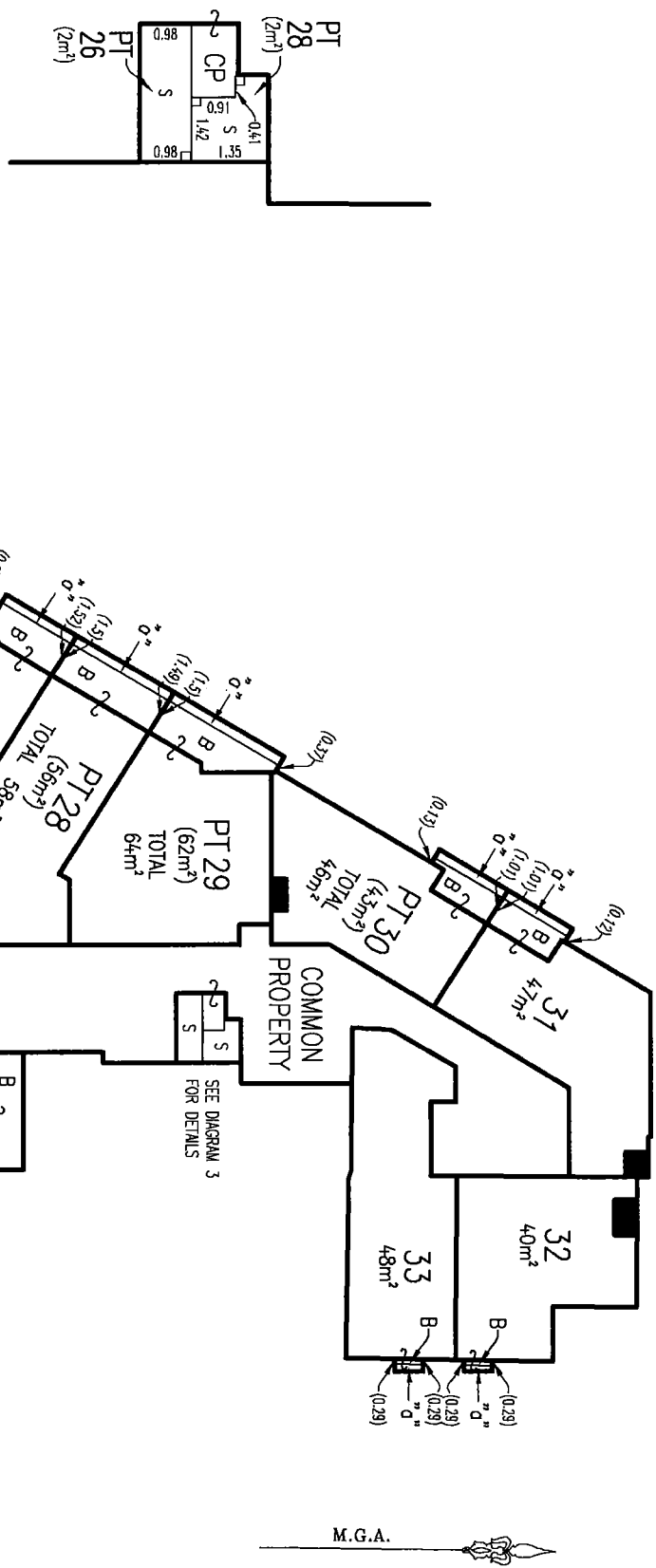
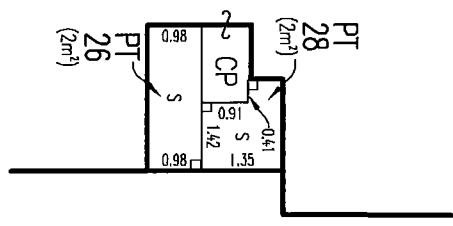


DIAGRAM 3
SCALE 1:100



BALCONIES ARE COVERED.

THE PART OF THE BALCONIES MARKED "o" WHICH ENCROUGH OVER THE PARCEL BOUNDARY ARE FOR THE EXCLUSIVE USE OF THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

- ┌ DENOTES 90°
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- S DENOTES STORAGE

M.G.A.

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: MITCHELL KETH AYRES
 Surveyor's Ref: 110109 SP
 Subdivision No: 2011-0088
 Lengths are in metres. Reduction Ratio: 1:200(A3)

REGISTERED
 18.10.2013

SP88895

LEVEL 4

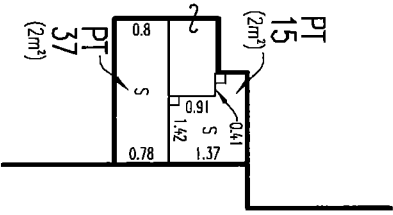


DIAGRAM 4
SCALE 1:100

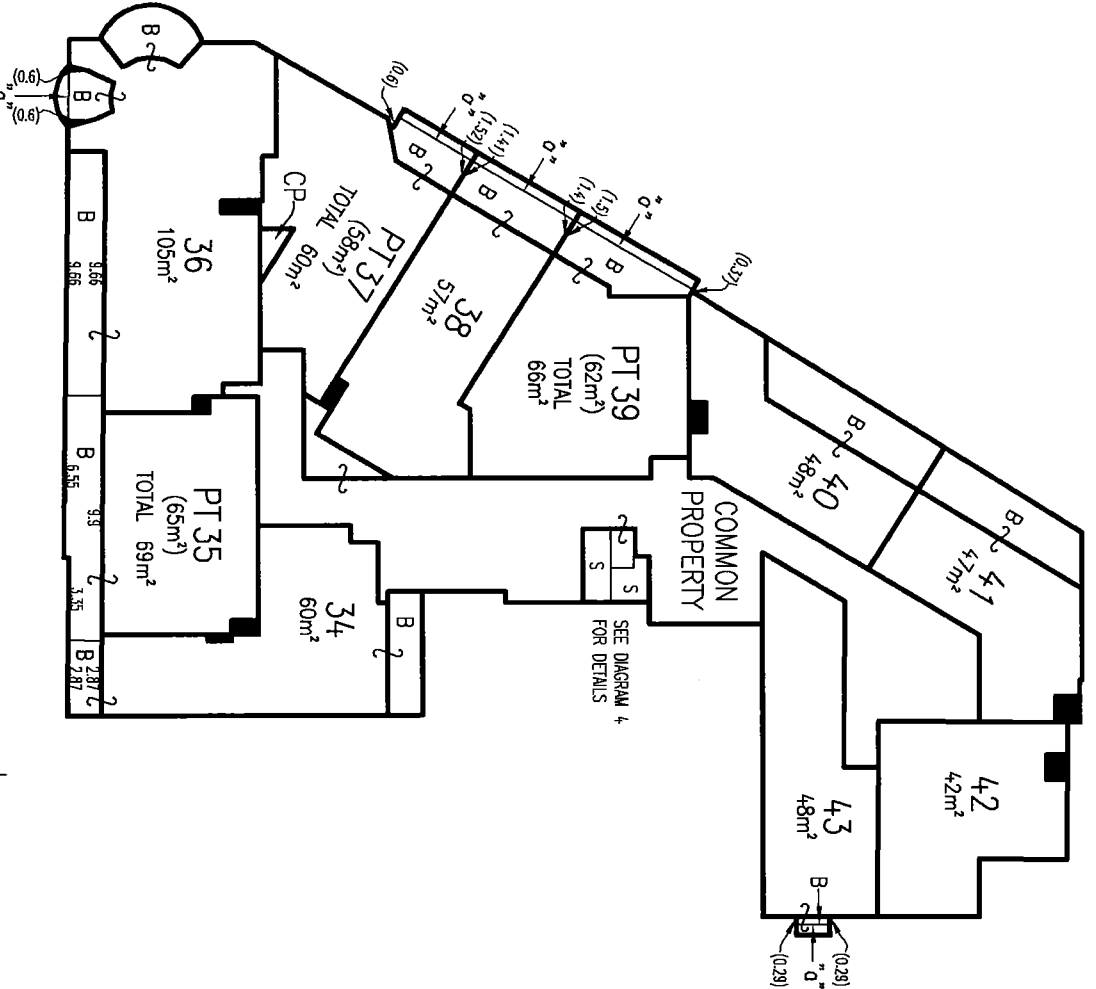
THE STRATUM OF THE BALCONIES ARE LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR CONCRETE FLOOR AND IS LIMITED IN HEIGHT TO 3 METRES ABOVE THIS SURFACE EXCEPT WHERE COVERED.

THE PART OF THE BALCONIES MARKED "o" WHICH ENCRROACH OVER THE PARCEL BOUNDARY ARE FOR THE EXCLUSIVE USE OF THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.



M.G.A.

- ┌ - DENOTES 90°
- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY
- S - DENOTES STORAGE

10mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: MITCHELL KETH AVRES
 Surveyor's Ref: 110109 SP
 Subdivision No: 2011-0088
 Lengths are in metres. Reduction Ratio 1:200(A3)



REGISTERED
 18.10.2013

SP88895

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 18.10.2013</p> <p>Purpose: STRATA PLAN</p>	<p style="font-size: 2em; font-weight: bold;">SP88895</p> <p style="text-align: right; font-size: small;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP 1187798</p>	<p>LGA: SYDNEY</p> <p>Locality: POTTS POINT</p> <p>Parish: ALEXANDRIA</p> <p>County: CUMBERLAND</p>
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) The Council of *The Accredited Certifier: <u>STEVE WATSON + PARTNERS</u> Accreditation number: <u>ABC-1</u> has made the required inspections and is satisfied that the requirements of: *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012 , *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012 , have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <u>26-9-2013</u> Subdivision number: <u>2011-0088</u> Relevant Development Consent number: <u>DA 2013/1274</u> Issued by: <u>CITY OF SYDNEY</u> Signature: Authorised Person / General Manager / Accredited Certifier</p> <p>* Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners - Strata Plan No 88895 No. 18 BAYSWATER ROAD POTTS POINT NSW 2011</p> <p>The adopted by-laws for the scheme are: * A Model By-laws. * together with, Keeping of animals: Option *A*/B*/C * By-laws in <u>22</u> sheets filed with plan. * Strike through if inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)</p> <p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p>I, <u>MITCHELL KEITH AYRES</u> of <u>DENNY LINKER & CO., LEVEL 5, 17 RANDLE ST, SURRY HILLS NSW 2010</u> a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:</p> <p>(1) Each applicable requirement of *Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met *Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;</p> <p>*(2) *(a) The building encroaches on a public place; *(b) The building encroaches on land (other than a public place) and an appropriate easement has been created by ^ to permit the encroachment to remain.</p> <p>*(3) The survey information recorded in the accompanying location plan is accurate.</p> <p style="text-align: right;">Signature: Date: <u>2/9/2013</u></p> <p>* Strike through if inapplicable. ^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>
<p>Use STRATA PLAN FORM 3A for certificates, signatures and seals</p>	<p>SURVEYORS REFERENCE: 110109 SP</p>

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

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Registered



18.10.2013

SP88895

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1187798

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

- A Schedule of Unit Entitlements.
- Statements of Intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 2011-0088

Date of endorsement: 26/9/2013

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UE	LOT	UE	LOT	UE
1	242	16	234	31	215
2	229	17	219	32	229
3	221	18	235	33	211
4	229	19	200	34	269
5	230	20	204	35	248
6	215	21	217	36	442
7	230	22	200	37	277
8	196	23	250	38	240
9	200	24	240	39	273
10	206	25	230	40	219
11	192	26	242	41	192
12	246	27	246	42	230
13	230	28	229	43	227
14	225	29	246		
15	233	30	212	AGGREGATE	10000

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919
 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT.

SURVEYORS REFERENCE: 110109 SP

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered  18.10.2013

SP88895

PLAN OF SUBDIVISION OF LOT 1 IN DP 1187798

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

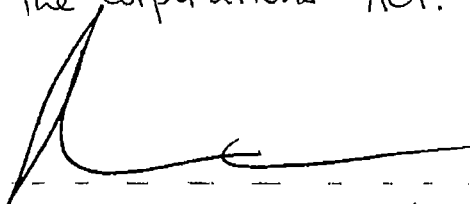
- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 2011-0088


Date of endorsement: 26-9-2013

Registered proprietor

EXECUTED by TOGA MANSIONS PTY) ACN 149068351
LIMITED in accordance with section 127 of)
the corporations Act:)




Signature of Director
Allan Vidor
Name of Director



Signature of Secretary
Adrian Whiting
Name of Secretary

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4636 No. 703

by its attorney:

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:


Signature
Glenn Hilleard
Name
Senior Director
Title


An Officer of the Bank
David Greig
Witness name

ADL

SURVEYORS REFERENCE: 110109 SP

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 1 of 4 sheets)

Plan: **SP88895**

Plan of Subdivision of Lot 1 in DP 1187798

Full name and address of the owner of the land:

**Toga Mansions Pty Limited
(ACN 149 068 351)
Level 5, 45 Jones Street
ULTIMO NSW 2007**

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RESTRICTION ON THE USE OF LAND	1 – 43 inclusive	Council of the City of Sydney
2	RESTRICTION ON THE USE OF LAND	4, 8, 9, 10, 15, 18, 26, 28, 29, 30, 35, 37 and 39	Council of the City of Sydney
3	POSITIVE COVENANT	Common Property	Council of the City of Sydney

PART 2 (Terms)

In this Instrument unless the context clearly indicates otherwise a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision.

1 Terms of RESTRICTION ON THE USE OF LAND numbered 1 in the plan

1.1 The apartment component of each Burdened lot must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced


.....
Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 2 of 4 sheets)

Plan: **SP88895**

Plan of Subdivision of Lot 1 in DP 1187798

apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the South Sydney Local Environmental Plan 1998.

- 1.2 For the purpose of **clause 1.1, Residential Accommodation** means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.

Name of authority empowered to release, vary or modify the Restriction on the Use of Land numbered 1 in the Plan:

Council of the City of Sydney

2 Terms of RESTRICTION ON THE USE OF LAND numbered 2 in the Plan

A storage space within, or forming part of, a Burdened lot must not be used other than by an owner or occupier of a residential lot in the Plan.

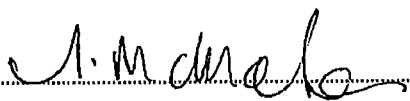
Name of authority empowered to release, vary or modify the Restriction on the Use of Land numbered 2 in the Plan:

Council of the City of Sydney

3 Terms of POSITIVE COVENANT numbered 3 in the Plan

- 1.3 The owner of the Burdened lot must ensure that all future repairs, maintenance, alterations and re-development of the Building are undertaken in accordance with:

- (a) the City of Sydney Heritage Development Control Plan; and
- (b) the Conservation Management Plan for Mansion (Hotel Mansions), 18 Bayswater Road, Potts Point, prepared by OCP Architects Pty Ltd dated May 2011 and referred to in the Strata Management Statement.


.....
Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 3 of 4 sheets)

Plan: **SP88895**

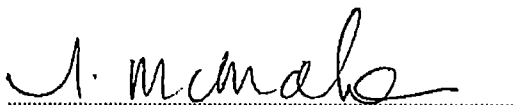
Plan of Subdivision of Lot 1 in DP 1187798

1.4 For the purpose of this Positive Covenant:

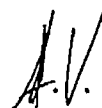
- (a) **Building** means the residential strata building constructed within lot 1 in Deposited Plan 1187798; and
- (b) **Strata Management Statement** means the management statement filed with the Plan.

Name of authority empowered to release, vary or modify the Positive Covenant numbered 3 in the Plan:

Council of the City of Sydney



Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

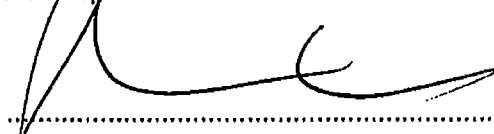
(Sheet 4 of 4 sheets)

Plan: **SP88895**

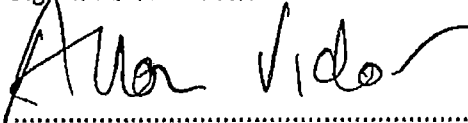
Plan of Subdivision of Lot 1 in DP 1187798

Registered proprietor

EXECUTED by TOGA MANSIONS PTY LIMITED in accordance with section 127 of the Corporations Act:) ACN 149 068 351)

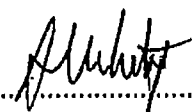


Signature of Director



Name of Director (block letters)

Allan Vidor



Signature of Director/Secretary

ADRIAN PAUL WHITING

Name of Director/Secretary (block letters)

Mortgagee

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4636 No. 763

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:



An Officer of the Bank

DAVID REISIG
Witness name

By its attorney:



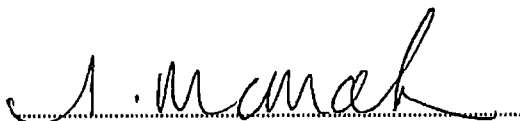
Signature

Glenn Hilleard

Name

Senior Director

Title



Council Authorised Person

REGISTERED



18.10.2013

SP88895

Approved Form 27

By-Laws

Manor

Instrument setting out the terms of by-laws to be created upon registration of the Strata Plan

1 Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

Act the Strata Schemes Management Act 1996;

Architectural Code the architectural standards and landscape standards for the Building set out in Schedule 2 of the Strata Management Statement;

Building the building on the Parcel known as Manor;

Building Management Committee the committee appointed under the Strata Management Statement;

by-laws these by-laws;

Common Property so much of the Parcel as from time to time is not comprised in any Lot;

Council the Council of the City of Sydney or its successor;

Development Consent the consent to development application no. DA/2011/1066, as amended or substituted from time to time;

Excluded Dog:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the Companion Animals Act 1998;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel; or

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(e) is required by Law for fire safety or that otherwise improves fire safety;

Garbage Room the garbage room located on the Common Property on the Basement level of the Building;

Government Agency any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

Lot a lot in the Strata Plan;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

- (a) except as provided in paragraph (d), a person for the time being recorded in the register as entitled to an estate in that Lot;
- (b) a mortgagee in possession of a Lot;
- (c) a covenant chargee in possession of a Lot; or
- (d) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;

Owners Corporation the owners corporation for the Strata Scheme;

Parcel the land comprised in the Strata Scheme;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Rules the rules made under these by-laws;

Rooftop Terrace external area which is on Common Property and includes furniture, landscaping, associated lighting and irrigation, and is subject to by-law 24;

Security Key a key, magnetic or other device used to:

- (a) open and close gates or locks;
- (b) operate alarms, security systems or communications systems; or
- (c) operate any equipment or system if applicable;

Screens any fly screens or other external screen or door which is attached to windows or doors;

Storage Area means that part of the Lot which is noted as "S" or "ST" on the Strata Plan;

Strata Management Statement the strata management statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan the strata plan registered with these by-laws; and

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Strata Scheme the strata scheme constituted on registration of the Strata Plan; and

Unused Bicycle is a bicycle that has been left in the bicycle storage area for more than 3 months which the building manager observes as unused (flat tyres, dusty, and likely extensive cobwebs).

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
- (a) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (b) the singular includes the plural and vice versa;
 - (c) any gender includes all other genders;
 - (d) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (e) this Instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.
- 1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

Owners Corporation Consent

- 1.8 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- 1.9 Subject to an express provision in these by-laws the Owners Corporation must, acting reasonably:
- (a) give consent conditionally or unconditionally; or
 - (b) withhold its consent.
- 1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 1.11 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:
- (a) the Owners Corporation at a general meeting; or
 - (b) the Executive Committee of the Owners Corporation at an Executive Committee meeting.
- 1.12 The Owners Corporation must give any consent required under these by-laws in writing.

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2 Laws and Instruments

2.1 These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation; and
- (d) Permitted Persons.

Strata Management Statement

- 2.2 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.
- 2.3 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.4 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.
- 2.5 The Executive Committee of the Owners Corporation shall from time to time appoint from its members a representative and a substitute representative to represent the Owners Corporation at meetings of the Building Management Committee.
- 2.6 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.7 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.8 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Architectural Code

- 2.9 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Code when carrying out any works to a Lot or the Common Property.

Rules

- 2.10 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- 2.11 The Rules must be consistent with these by-laws.
- 2.12 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.13 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.14 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

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Compliance with these By Laws

- 2.15 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

Compliance with Laws

- 2.16 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

- 2.17 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

- 2.18 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

- 2.19 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:
- (a) the Owners Corporation may enforce a by-law by legal means;
 - (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
 - (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;
 - (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
 - (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

- 2.20 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

3 Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

- 3.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might unreasonably interfere with another Owner's or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

- 3.2 An Owner or Occupier must not:

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- (a) obstruct lawful use of Common Property; or
- (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

- 3.3 An Owner or Occupier must not light and/or smoke any cigar, cigarette or pipe in the following areas of the Parcel:
- (a) the Common Property (including, without limitation, the lifts, lobby, foyers, stairwells, Rooftop Terrace, balconies, terrace areas, basement, access ways, Storage Areas and exclusive use areas);
 - (b) in any other part of the basement;
 - (c) within 3 metres of an entrance or air intake to the Building;
 - (d) on any balcony of a Lot unless the balcony is fully enclosed; and
 - (e) in any other part of a Lot from which smoke is likely to escape or travel into another Lot or onto the Common Property so as to cause a nuisance or inconvenience to any other Owner or Occupier.

Children

- 3.4 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 3.5 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to unreasonably interfere with an Owner's or Occupier's or a Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

- 3.6 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 3.7 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- 3.8 Provided the Owner of the relevant Lot complies with by-law 3.7, it will not be in breach of by-law 3.6 with respect to any increase in premium arising out of the use of its Lot.

4 Common Property

Obligations of Owners and Occupiers

- 4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
- (a) leave anything on Common Property;
 - (b) obstruct the use of Common Property;

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- (c) use any part of Common Property for the Owner's or Occupier's own purposes;
 - (d) erect any structure on Common Property;
 - (e) attach any item to Common Property;
 - (f) do or permit anything to be done to Common Property which might cause damage; or
 - (g) alter Common Property.
- 4.2 By-law 17 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e) or (g) of by-law 4.1.
- 4.3 An Owner or Occupier must:
- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- 4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

- 4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
- (a) promptly notify the Owners Corporation of the damage caused; and
 - (b) compensate the Owners Corporation accordingly.

Safety

- 4.6 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 4.7 The Owners Corporation must:
- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
 - (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
 - (c) provide a copy of the annual fire safety statement referred to in by-law 4.7(a) to Council.

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5 External Appearance

General

- 5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 5.2 To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour.

Hanging of Washing & Other Items

- 5.3 An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including on or from the balcony of a Lot if they can be viewed from outside the Lot of that Owner or Occupier.

Screens

- 5.4 An Owner or Occupier must not install Screens to an entry door to a Lot.
- 5.5 An Owner or Occupier may Install Screens on the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is one consistent with the requirements laid out in the Architectural Code. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

- 5.6 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

6 Floor Coverings

Noise

- 6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 6.2 Without limiting the requirements of this by-law 6, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot other than carpet and underlay, where carpet and underlay originally existed, the impact insulation rating of an installed floor system must have an impact isolation classification of not less than 50 as measured in accordance with AS1055-1997 and must generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law 6.2 is in conflict with other by-laws, the standard set in this by-law 6.2 takes precedence.

Consent

- 6.3 Except where an Owner or Occupier is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a

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request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

- 6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.2.

Certificate

- 6.5 Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in by-law 6.2 including those in the report required under by-law 6.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.
- 6.6 The Owner's Corporation may at any stage conduct further inspections and testing of the floor finish within an Owner's Lot (at the expense of the Owner's Corporation) to ensure continued compliance with the standard set out in by-law 6.2.
- 6.7 If the results of the further inspections and testing carried out by the Owner's Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owner's Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request.
- 6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

Furniture

- 6.9 Where a floor finish other than carpet and underlay has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

Kitchen etc excluded

- 6.10 This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

7 Lights

- 7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.

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- 7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within the ceiling of balconies of Lots (whether or not the lights are within Common Property). An Owner or Occupier remains responsible for all wall mounted lights on the balconies of Lots.

8 Storage Areas and Parking on Common Property

Storage Areas

- 8.1 An Owner or Occupier must:
- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
 - (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
 - (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
 - (f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

Parking on Common Property

- 8.2 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9 Keeping of Animals

Permitted Animals

- 9.1 An Owner or Occupier may keep without the consent of the Owners Corporation:
- (a) fish in an enclosed aquarium;
 - (b) 1 caged bird;
 - (c) 1 dog (other than an Excluded Dog); or
 - (d) 1 cat.

Consent

- 9.2 An Owner or Occupier must obtain the consent of the Owners Corporation before that Owner or Occupier keeps:
- (a) any other type of animal; or
 - (b) more than 1 dog (other than an Excluded Dog) or 1 cat at the same time.

Rules

- 9.3 If an Owner or Occupier keeps an animal, other than an Excluded Dog, then the Owner or Occupier:

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- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner's or Occupier's Lot;
- (b) must ensure that, when in or on any other part of the Building, the animal is accompanied by the Owner or Occupier;
- (c) must, when in or on any other part of the Building, keep the animal appropriately tethered and under control;
- (d) is liable to the Owners and Occupiers and each other person lawfully on the Parcel for:
 - (1) any noise which is disturbing to an extent which is unreasonable; and
 - (2) for damage to or loss of property or injury to any person caused by the animal; and
- (e) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Parcel.

9.4 This by-law:

- (a) applies to any Permitted Person; and
- (b) does not permit the keeping of an Excluded Dog; but
- (c) does not prevent the keeping of a dog used as a guide or hearing dog.

Notice

9.5 Without affecting the Owners Corporation's rights under the Act, the Owners Corporation may issue a notice cautioning the Owner or Occupier in respect of a breach of any of the provisions of this by-law.

9.6 A further breach under this by-law after notice has been served on an Owner or Occupier under by-law 9.5, will entitle the Owners Corporation to require the immediate removal of the animal from the Building.

10 Cleaning

Cleaning and Maintenance of Lot

10.1 Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

Windows and Doors

10.2 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

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Balconies and Gardens

- 10.3 An Owner or Occupier must keep all internal gardens and balconies within a Lot clean, tidy and well maintained.
- 10.4 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
- (a) properly maintain the soil in the planter boxes;
 - (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
 - (c) only have plants no more than 500mm high.
- 10.5 Balconies of a Lot must not be:
- (a) used for the storage of goods; or
 - (b) enclosed in any way (other than in accordance with the terms of the Architectural Code).
- 10.6 Upholstered furniture must not be placed within a balcony of a Lot.

11 Moving Goods and Furniture

Notice

- 11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

Owners Corporation may determine

- 11.2 The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on the Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

- 11.3 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on the Common Property except in accordance with that determination.
- 11.4 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.
- 11.5 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.5.

12 Garbage Disposal

General

- 12.1 An Owner or Occupier may access the Garbage Room.
- 12.2 Each floor of the Building also has:

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- (a) a garbage room for recyclable materials; and
 - (b) a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).
- 12.3 Subject to by-law 12.6 an Owner or Occupier may:
- (a) place garbage and waste directly in the main Garbage Room or in the garbage chute (depending on size and volume); and
 - (b) place larger items and recyclable electronic goods in the area on the basement level within Common Property designated "Bulky Items & Recyclable Electronic Goods Store". These items are to be disposed of by the Owners Corporation.

Council Collection

- 12.4 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the Garbage Room. The Owners Corporation will be responsible for collection of garbage and waste from the compactor room located at the bottom of the garbage chute and items from the Bulky Items & Recyclable Electronic Goods Store area and delivery of these items to the Garbage Room.
- 12.5 Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

Owner and Occupier obligations

- 12.6 An Owner or Occupier must ensure that:
- (a) garbage is drained and securely wrapped before being placed in a garbage container or chute;
 - (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines;
 - (c) bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute; and
 - (d) no large items are placed in a garbage chute that might cause a blockage.

Cleaning up spills

- 12.7 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- 12.8 If an Owner or Occupier does not comply with by-law 12.7, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

13 Provision of Amenities or Services

- 13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
- (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;

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- (d) telecommunication services;
- (e) landscaping and gardening;
- (f) general cleaning; and
- (g) security services.

13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the cost for which and/or the conditions on which, it will provide the amenity or service.

14 Storage of Bicycles

14.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored on the Common Property, other than the bicycle storage area in the basement opposite the lift and in an area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
- (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, Rooftop Terrace, walkways, balcony or other parts of the Common Property (other than an area designated under by-law 14.1(a)).

14.2 The Executive Committee has the right to remove and dispose of any Unused Bicycle if that bicycle is not claimed by an Owner or Occupier within 3 months after notification has been issued to all Owners and Occupiers.

15 Security Keys

Owners Corporation

15.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Owners Corporation must make Security Keys available to:

- (a) Owners; and
- (b) persons authorised by the Owners Corporation.

Fee

15.3 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

Occupiers

15.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Rules

15.5 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;

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- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16 Building Works & Alterations

Consents

- 16.1 Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- 16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.
- 16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- 16.4 Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- 16.5 Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

Notice to Owners Corporation

- 16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- 16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
 - (a) the estimated time period for the carrying out of the proposed alterations or building works;
 - (b) the nature and extent of the proposed alterations or building works; and
 - (c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

- 16.8 During the carrying out of any building works or alterations an Owner must:
 - (a) ensure no damage is caused to services or pipes within the Building;
 - (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
 - (c) repair any damage caused to the Common Property as a result of the building works or alterations;

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- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

Audio or Audio Visual Equipment

- 16.9 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- 16.10 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

17 Owners Corporation may carry out work

Owners Corporation rights

- 17.1 The Owners Corporation may do anything on or in a Lot:
- (a) which should have been done under these by-laws but has not been done or has not been done properly;
 - (b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - (c) to gain access to Common Property for any reasonable purpose.
- 17.2 In the case of Lots 34, 35, 36, 40, and 41 (**Rooftop Lots**), the Owners Corporation may access the Rooftop Lots to use, test and maintain the safety harness anchors located on the roof.
- 17.3 If by-law 17.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (a) enter and remain on the Lot for as long as is necessary; and
 - (b) recover any costs associated with carrying out works under these by-laws from the Owner.
- 17.4 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

- 17.5 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:
- (a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
 - (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- 17.6 By-law 17.5 is in addition to the powers of the Owners Corporation under the Act.

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18 Air conditioning

Centralised Air Conditioning Plant

- 18.1 A centralised air conditioning plant and equipment (**Air Conditioning Equipment**) has been installed on the roof of the Building within Common Property. The Air Conditioning Equipment supplies condenser water to the Lots for the running of air conditioning units installed within each Lot.
- 18.2 The Owners Corporation must:
- (a) maintain, repair and replace the Air Conditioning Equipment as necessary;
 - (b) bear the sole responsibility of insuring the Air Conditioning Equipment;
 - (c) comply with the requirements of any Government Agency regarding the operation of the Air Conditioning Equipment; and
 - (d) repair damage to the Common Property caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any part of the Air Conditioning Equipment.
- 18.3 The Owners Corporation must enter into a service agreement with a reputable service provider for the servicing, maintenance and repair of the Air Conditioning Equipment.
- 18.4 The Owners Corporation must enter into a supply agreement with a utility provider for the supply of gas to the Air Conditioning Equipment.
- 18.5 The cost of insurance, maintenance, servicing, gas consumption and replacement of the Air Conditioning Equipment will be borne by the Owners Corporation.
- 18.6 Within each Lot is a device for measuring the amount of condenser water used within the Lot and the meter recording for this usage is located on Common Property. The Owners Corporation is authorised to read the meter. If an Owner or Occupier is using an excessive amount of condenser water the Owners Corporation may charge the Owner or Occupier of that Lot for this excessive amount.
- 18.7 For the purpose of by-law 18.6, **excessive amount** means an amount which is at least 5% greater than the percentage that the Lot's unit entitlement bears to the total unit entitlements of the Strata Scheme.
- 18.8 For the purpose of clarity the air conditioning units located within each Lot is the Owner's property and the Owner is responsible for its maintenance, repair and replacement.

Make Good and Indemnity

- 18.9 Damage to the Common Property adjacent to the air conditioning units installed within each Lot caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 18.10 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

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19 Change in Use

- 19.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- 19.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

- 20.1 An Owner or Occupier must not:
- (a) interfere with or damage any Fire Safety Device; or
 - (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- 20.2 An Owner or Occupier must:
- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
 - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
 - (d) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and
 - (e) subject to receiving notice under by-law 20.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- 20.3 Notwithstanding the provisions of this by-law 20, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.
- 20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20.2(e). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.
- 20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under this by-law 20.

21 Service by Email

- 21.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Executive Committee or the secretary of the Executive Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").

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- 21.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents.
- 21.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- 21.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 21.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

22 Balconies and balustrades

- 22.1 An Owner Occupier must not place items on the balconies;
- (a) which may be capable of falling or being blown off the balcony; or
 - (b) in a manner which might create a safety hazard.
- 22.2 Lightweight injection moulded furniture is not permitted on Balconies.
- 22.3 An Owner or Occupier must not place any items on balustrades.

23 Development Consent Conditions

- 23.1 Owners and Occupiers are required to comply with the provisions of the Development Consent, including the following conditions:
- (a) The Lots must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the South Sydney Local Environmental Plan 1998.
 - (b) No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots or bassinets.
 - (c) The total number of adults residing in one Lot shall not exceed twice the number of approved bedrooms.
 - (d) If a Lot contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.
 - (e) An Owner, Occupier or Owners Corporation shall not permit a building manager or real estate agent to advertise or organise for short term accommodation or share accommodation in the Building.
 - (f) Car parking spaces (if any) may only be used for storage related to residence in the Lot with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

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24 Rooftop Terrace

- 24.1 Permitted Persons and Owners and Occupiers of Lots can use the Rooftop Terrace between the hours of 8am and 10pm or such other hours as nominated by the Owners Corporation.
- 24.2 The following terms and conditions apply to the use of the Rooftop Terrace
- (a) no amplified music before 8am and after 10pm.
 - (b) children under the age of 15 years of age must be accompanied and supervised by an adult
 - (c) the Rooftop Terrace must be left in a clean and tidy condition and all rubbish removed after use; and
 - (d) the Owners Corporation may make rules regarding the use of the Rooftop Terrace.

~~25 Exclusive Use Areas~~

- ~~25.1 The Owner of a Lot specified in Column 1 of the table to this by-law 25 (Table) has the right of exclusive use and enjoyment of the area or areas specified in the adjacent row in Column 2 of the Table and identified on the Strata Plan (Exclusive Use Areas), on the following conditions:~~
- ~~(a) the Owners Corporation must maintain and keep the Exclusive Use Area in good and serviceable repair;~~
 - ~~(b) the Owner must keep the Exclusive Use Area clean and free from rubbish;~~
 - ~~(c) the Owner must not erect any fixture on the Exclusive Use Area;~~
 - ~~(d) the Owner must comply with all requirements of any Government Agency in connection with the use of the Exclusive Use Area;~~
 - ~~(e) the Owner must comply with any reasonable directions of the Building Management Committee or the Owners Corporation in relation to providing unobstructed access to the Exclusive Use Area for the purposes of carrying out maintenance to the Building or for any other purpose determined by the Building Management Committee or the Owners Corporation acting reasonably;~~
 - ~~(f) the Owner releases the Owners Corporation from all claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 25 and the use of the Exclusive Use Area except to the extent that they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation; and~~
 - ~~(g) the Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law 25 and the use of the Exclusive Use Area except to the extent they are caused or contributed to by the wilful or negligent act or omission of the Owners Corporation.~~

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~~Table to By-law 25~~

Column 1	Column 2
Lot number	Exclusive Use Area/s
1	"x"
2	"w", "w"
3	"v", "v", "v"
5	"e"
6	"d"
7	"c"
8	"b"
9	"a"
10	"t"
11	"u"
12	"cc"
13	"bb", "bb"
14	"aa", "aa", "aa"
16	"j"
17	"i"
18	"h"
19	"g"
20	"f"
21	"y"
22	"z"
23	"hh"
24	"gg", "gg"
25	"ff", "ff", "ff"
27	"o"
28	"n"
29	"m"
30	"l"
31	"k"
32	"dd"
33	"ee"
36	"s"
37	"r"
38	"q"
39	"p"
43	"i"

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Registered proprietor

Executed by Toga Mansions Pty Limited in accordance with section 127 of the Corporations Act 2001 (Cth)

Adrian Paul Whiting
.....
Company Secretary/Director
ADRIAN PAUL WHITING
.....
Name of Company Secretary/Director (print)

ACN 149 068 351
Alan Vider
.....
Director
Alan Vider
.....
Name of Director (print)

Mortgagee

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:

David Greig
.....

An Officer of the Bank
DAVID GREIG
.....
Witness name

by its attorney:

Glenn Hilliard
.....
Signature
Glenn Hilliard
.....
Name
Glenn Hilliard
.....
Title

REGISTERED  18.10.2013

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ePlan

Approved Form 28

Strata Schemes (Freehold Development) Act 1973

(Sections 28R – 28W)

- Note:** This strata management statement has effect as an agreement under seal binding:
- (a) an owners corporation of a strata scheme for part of the building;
 - (b) a proprietor, mortgagee in possession or lessee of any lot in such a strata scheme; and
 - (c) any other person in whom the fee simple of any part of the building concerned or its site (being a part affected by the Statement) is vested for the time being, or the mortgagee in possession or lessee of any such part. (Section 28W, *Strata Schemes (Freehold Development) Act 1973*)

Strata Management Statement Manor, Potts Point

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Introduction

- A Manor is a mixed use "part building strata scheme" regulated by the *Strata Schemes (Freehold Development) Act 1973* and *Strata Schemes Management Act 1996*.
- B A strata management statement is required where part of a building is subdivided by a strata scheme or strata schemes.
- C This strata management statement regulates the Members and Occupiers of the Building in respect of the control, management and maintenance of the components of the Building. It requires the Members to create a Building Management Committee to manage the shared facilities and attend to the other administrative matters.
- D The Members are the Owners of the different components of the Building. At Manor, the Members are the:
- (a) Residential Lot Owners Corporation; and
 - (b) Retail Lot Owner.
- E The Manor may be constructed in stages. The Developer has reserved to itself certain rights to enable it to complete the development (see **Part 6** of this Strata Management Statement). When complete, the Building will have two components, set out and described in the table below:

Component	Description	Member
Residential Lot	A residential strata scheme comprising 43 apartments.	Residential Lot Owners Corporation.
Retail Lot	A stratum lot or strata scheme comprising retail lots.	Retail Lot Owner.

- F This Strata Management Statement is divided into 8 parts:

Part 1 – Definitions and Interpretation

Part 2 – Members and Occupier's obligations

Part 3 – Building Management Committee and Managers

Part 4 – Shared Facilities and Special Areas

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ePlan

Part 5 – Maintenance, Repair and Upgrading and Architectural Code

Part 6 – Construction Period

Part 7 – Financial Matters and Insurance

Part 8 – General Disputes and Notices

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PART 1: DEFINITIONS AND INTERPRETATION

1 Definitions and Interpretation

1.1 Statutory Definitions

A word has the meaning given to it in the Act if:

- (a) it is defined in the Act; and
- (b) used but not defined in this Statement.

1.2 Further Definitions

In this Statement:

Act means the Development Act or the Management Act or both as the context requires.

Application means each application lodged or to be lodged with the relevant Authority for Approvals.

Approvals means all consents, approvals, registrations, certifications, licences, permits or authorities from any Authority with respect to all or part of the Land.

Architectural Code means the architectural standards and landscape standards for the Residential Lot Strata Scheme set out in **Schedule 2**.

Authority means any government, semi-government, administrative, fiscal or judicial body, department, instrumentality, commission, statutory authority, tribunal, agency or other entity created by a government, including Council.

Building means the Improvements constructed or intended to be constructed on part of the Land generally in accordance with the Development Consent.

Building Management Committee means the committee required by the Development Act and the subject of **clause 3**.

Building Manager means a person who the Building Management Committee for the time being appoints as Building Manager under **clause 7**.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Sydney.

Chairperson means the person appointed by the Building Management Committee as chairperson from time to time under **clause 4.1(a)**.

Common Property means the common property created on registration of a Strata Plan.

Conservation Management Plan means a plan for Mansion (Hotel Mansions), 18 Bayswater Road, Potts Point, prepared by OCP Architects Pty Ltd dated May 2011 intended to ensure the appropriate future repair and maintenance of the Building, section 7 of which is attached **Schedule 3**.

Construction Period means the period starting on the date of registration of this Statement and ending on the later of the date:

- (a) a final occupation certificate issues for the Retail Lot; and
- (b) a final occupation certificate issues for the Residential Lot.

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Construction Works means all works which are considered, in the absolute discretion of the Developer, necessary or desirable for the Developer to construct the Building and install Services on a Stratum Lot Including:

- (a) if necessary, to make an Application (even if an Approval in respect of the subject matter of that Application has already been granted);
- (b) applying to vary or appeal an Approval;
- (c) dedicating those parts of the Land to be Dedicated;
- (d) engaging contractors and consultants to construct the Building and install the Services; and
- (e) subdividing (including strata subdividing) and consolidating one or more Stratum Lots.

Contractor means a person who provides services to the Building Management Committee who is not the Strata Manager.

Council means the Council of the City of Sydney or its successor.

Cyclical Maintenance Plan means a plan intended to ensure the appropriate management and maintenance of the Building prepared in accordance with the NSW Heritage Council Maintenance of Heritage Assets Guidelines and by OCP Architects Pty Ltd dated July 2013.

Dedicate includes dedicate or transfer with or without consideration.

Defaulting Member has the meaning stated in clause 19.5.

Developer means Toga Mansions Pty Limited ABN 50 149 068 351 and includes any transferee and assignee.

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

Development Consent means Notice of Determination – Approval in respect of Development Application no. D/2011/1066 as amended or substituted from time to time.

Easements means the easements which benefit or burden the Land from time to time.

Emergency Repairs means any repairs that require immediate attention due to the nature of the fault and the impact on the operation, use, or enjoyment of the Building (or any part) or the occupational health and safety of any Occupiers or visitors to the Building.

Expert means a person appointed under clause 23.2(b).

Insurance means the insurances taken out by the Building Management Committee under clause 21.1.

Land means lot 1 DP188866.

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

Lot means a Stratum Lot or a Strata Lot within the Building.

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Management Act means the *Strata Schemes Management Act 1996*.

Management Fee means the fee for the Building Manager under **clause 7** (and payable in the proportions set out in the Shared Facilities Schedule).

Members means those persons described in **clause 3.2**.

Occupier means a person in lawful occupation of a Lot.

Officer means a Secretary, Treasurer or Chairperson of the Building Management Committee or other officer as determined by the Building Management Committee under **clause 4.1(b)**.

Owner means the registered proprietor of a Stratum Lot or a Strata Lot.

Owners Corporation means an owners corporation created upon registration of a Strata Plan.

Party means a party bound by this Statement as stated in **clause 2.2**.

Plan means DP1187798.

Plant means all pipes, connections, junctions, pumps, filters, fans, ducts, coils, mechanical and electrical equipment and ancillary plant and equipment located in the Plant Areas.

Plant Areas means those areas of the Building designated for Plant.

Prohibited Purpose has the meaning given to that term in **clause 12.1**.

Representative means a representative of a Member appointed under **clause 3.3** from time to time.

Residential Lot means lot 1 in the Plan.

Residential Lot Owners Corporation means the owners corporation constituted under the Management Act upon registration of a Strata Plan registered over the Residential Lot.

Residential Lot Strata Scheme means the strata scheme created on registration of a Strata Plan registered over the Residential Lot.

Resolution means a Unanimous Resolution.

Retail Lot means lot 2 in the Plan or if this lot is subdivided by registration of a Strata Plan, the Strata Scheme created by the subdivision.

Retail Lot Owner means either:

- (a) the registered proprietor of the Retail Lot; or
- (b) the Owners Corporation created on registration of a Strata Plan subdividing the Retail Lot.

Retail Premises means:

- (a) an area within the Retail Lot designated by the Retail Lot Owner as retail premises; or
- (b) a Strata Lot created on registration of a Strata Plan subdividing the Retail Lot.

Secretary means the person appointed by the Building Management Committee as secretary from time to time under **clause 4.1(a)**.

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Service means:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means;
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission.

Shared Costs means the following expenses in relation to a Shared Facility:

- (a) in relation to a Shared Facility:
 - (i) repair, maintenance, cleaning and operating costs (including energy and water usage);
 - (ii) renewal or replacement costs; and
 - (iii) any amount payable to a Contractor under any maintenance agreement;
- (b) costs of insurance;
- (c) the fees and administrative costs in relation to this Statement, the Building Management Committee, Strata Manager and the Building Manager; and
- (d) any amount determined by Resolution to be Shared Costs.

Shared Facilities means:

- (a) the services, facilities, machinery and equipment referred to in the Shared Facilities Schedule;
- (b) any alterations, additions or replacement of those items;
- (c) any pipes, wires, cables and ducts connected to or forming part of these items but not those parts exclusively serving a Member's Lot or Common Property;
- (d) any items necessary to operate or service the facilities, such as cleaning equipment and materials;
- (e) any area in which the Shared Facilities are located; and
- (f) any services, facilities, machinery and equipment which the Building Management Committee determines by Resolution are Shared Facilities.

Shared Facilities Schedule means the Schedule of Shared Facilities attached to this Statement in **Schedule 1**.

Statement means this strata management statement.

Strata Lot means a lot within a Strata Scheme.

Strata Lot Owner means the Owner of a Strata Lot.

Strata Manager means the licensed strata managing agent appointed under **clause 6**.

Strata Management Fee means the fee for the Strata Manager under **clause 6** (and payable in the proportions set out in the Shared Facilities Schedule).

Strata Plan means a strata plan under the Act that subdivides part of the Land.

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Strata Scheme means a strata scheme created on registration of a Strata Plan under the Development Act.

Stratum Lot means a lot in the Plan which has not been subdivided by a Strata Plan.

Stratum Lot Owner means the registered proprietor of a Stratum Lot.

Substitute Representative means a person appointed by a Member to represent them for the purpose of this management statement as a substitute for their Representative.

Trading Hours means 9am to 3am Monday to Sunday or any such other trading hours as permitted by an Authority.

Treasurer means the person appointed by the Building Management Committee from time to time as treasurer under **clause 4.1(a)**.

Tribunal means the Consumer, Trader and Tenancy Tribunal established by the *Consumer, Trader and Tenancy Tribunal Act 2001*.

Unanimous Resolution means a resolution which is passed at a meeting of the Building Management Committee against which no vote is cast.

Year means any of the following (as the context requires):

- (a) Year 1; and
- (b) a successive 12 month period commencing on the day after the end of Year 1.

Year End means the year end for accounting purposes determined by the Building Management Committee in accordance with **clause 19.3(a)**.

Year 1 means the period commencing on the date of registration of this Statement and ending on the Year End.

1.3 Interpretation

Unless expressed to the contrary, in this Statement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

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- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (v) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (vi) a right includes a benefit, remedy, discretion or power;
- (vii) time is to local time in Sydney;
- (viii) "\$" or "dollars" is a reference to Australian currency;
- (ix) this or any other document includes the Statement as novated, varied or replaced and despite any change in the identity of the parties;
- (x) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form;
- (xi) this Statement includes all schedules and annexures to it; and
- (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Statement.;

1.4 Parties Bound Jointly and Individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

1.5 Headings

Headings do not affect the interpretation of this Statement.

1.6 Business Day

- (a) If anything is required to be done under this Statement on a day which is not a Business Day then it must be done on the next Business Day.
- (b) If an event occurs on a day which is not a Business Day, or occurs later than 5.00 pm local time at the place that the event occurs the event is deemed to have occurred on the next Business Day in the place that the event occurs.
- (c) A reference to a day is a reference to a time period which begins at midnight and ends 24 hours later.
- (d) A reference to a period of time unless specifically written otherwise, excludes the first day of that period.

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PART 2: MEMBERS AND OCCUPIERS OBLIGATIONS

2 Parties Bound and General Obligations

2.1 Members

- (a) The Building has two components, being the:
 - (i) Residential Lot Strata Scheme; and
 - (ii) Retail Lot.
- (b) The Owners of the two components are the Members of the Building Management Committee. They are the:
 - (i) Residential Lot Owners Corporation; and
 - (ii) Retail Lot Owner.

2.2 Parties Bound

This Statement has effect as an agreement under seal binding the Members and every Owner, lessee, Occupier or mortgagee in possession of a Lot in the Building.

2.3 General Obligations

The Members must:

- (a) promptly comply with their obligations under this Statement and the Act;
- (b) promptly pay their contributions for amounts they owe the Building Management Committee under this Statement and the Act;
- (c) obey the directions of the Building Management Committee;
- (d) make sure the Insurance is effected and maintained;
- (e) implement decisions of the Building Management Committee; and
- (f) comply with the Easements.

2.4 Inconsistency

- (a) The by-laws of a Strata Scheme must not conflict with this Statement and the provisions of this Statement apply to the extent of any inconsistency.
- (b) If a by-law of a Strata Scheme conflicts with the provisions of this Statement, the Owners Corporation must at its own cost amend or repeal the inconsistent by-law.

2.5 Further Strata Management Statement on registration of Strata Plan

- (a) A Party must not object to, and is taken to have given its consent to:
 - (i) an application with an Authority to subdivide (including by Strata Plan or other plan of subdivision) one or more of the Stratum Lots;
 - (ii) the registration of any Strata Plan or other plan of subdivision which subdivides one or more of the Stratum Lots; and
 - (iii) a strata management statement to be registered with a Strata Plan or other plan of subdivision referred to in clause 2.5(a)(i) replacing or

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amending this Statement provided that the provisions of the strata management statement referred to in this **clause 2.5(a)(iii)**:

- (A) are substantially similar to the provisions of this Statement; and
 - (B) do not materially adversely affect a Party's rights under this Statement; and
 - (C) do not affect the Party's Interest in the Land.
- (b) Each Member must:
- (i) execute a strata management statement referred to in **clause 2.5(a)(iii)** within 30 days of being required to do so by a Stratum Lot Owner;
 - (ii) procure the consent of any mortgagee, chargee, covenant chargee, lessee or caveator of their Lot to the registration of a Strata Plan and the strata management statement contemplated by **clause 2.5(a)**; and
 - (iii) do anything else reasonably necessary to give effect to the registration of a Strata Plan and the strata management statement contemplated by **clause 2.5(a)**.

2.6 Amending this Statement

Unless otherwise provided in this Statement, this Statement can only be amended in accordance with the relevant provisions of the Development Act and any other Laws as may be in force from time to time which set out the manner in which this Statement can be amended.

2.7 Unanimous Resolutions of the Building Management Committee

Unless otherwise stated in this Statement, a Unanimous Resolution passed by the Building Management Committee, or the subject matter of a Unanimous Resolution, is definitive and must not be the subject of expert determination.

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PART 3: BUILDING MANAGEMENT COMMITTEE AND MANAGERS

3 Building Management Committee

3.1 Establishing the Building Management Committee

- (a) The Members must establish the Building Management Committee within 3 months after the registration of this Statement.
- (b) The Building Management Committee cannot be dissolved while this Statement is in force.

3.2 Members of the Building Management Committee

The Members of the Building Management Committee are:

- (a) the Residential Lot Owners Corporation; and
- (b) the Retail Lot Owner.

3.3 Representatives

- (a) Each Member must:
 - (i) appoint a Representative;
 - (ii) give to each other Member notice of the name, address, email address (if applicable) and telephone number of its Representative; and
 - (iii) serve notice on the other Members each time their contact details change.
- (b) Each Member may:
 - (i) change its Representative at any time; and
 - (ii) appoint a Substitute Representative for a particular meeting or meetings.
- (c) The Representative or Substitute Representative of a Member who is an Owners Corporation must be appointed by or selected in accordance with a resolution or a by-law made by the Member.
- (d) If a Member is the registered proprietor of more than one Stratum Lot, the Member may appoint one Representative to represent the Member for all its Stratum Lots.

3.4 Functions

- (a) The functions of the Building Management Committee are to:
 - (i) make decisions about matters delegated to the Building Management Committee under this Statement;
 - (ii) determine and levy contributions for the administrative fund and the sinking fund under clause 19;
 - (iii) operate, maintain, renew, replace and control the use of Shared Facilities;
 - (iv) change or add to or extend Shared Facilities;

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- (v) change or add to or adjust Shared Costs;
- (vi) effect the Insurance;
- (vii) appoint and supervise any Contractor or agent, including the Strata Manager and Building Manager, engaged by the Building Management Committee;
- (viii) register any variation to this Statement; and
- (ix) comply with this Statement and the Act.

3.5 Decision Making

The Building Management Committee can only make decisions in accordance with this Statement and at a meeting by Resolution.

4 Officers of the Building Management Committee

4.1 Appointment of Officers

The Building Management Committee:

- (a) must appoint a Chairperson, Treasurer and Secretary as Officers;
- (b) may appoint any other Officer who the Building Management Committee considers necessary; and
- (c) must immediately appoint a replacement Officer if an Officer vacates his or her position.

4.2 Eligibility for Office

Officers must be a Representative, Substitute Representative or the Strata Manager.

4.3 Appointment of Officers

- (a) The Building Management Committee must appoint Officers within 3 months after the registration of this Statement.
- (b) The Building Management Committee may appoint new officers at any time.

4.4 Vacating Office

An Officer will have vacated their position if:

- (a) they are no longer a Representative or the Strata Manager;
- (b) the Building Management Committee:
 - (i) dismisses the Officer from their position; and
 - (ii) appoints a replacement Officer to that position; or
- (c) an Officer submits their resignation in writing stating the date on which their resignation will become effective.

4.5 Performing functions

An Officer must perform his or her functions according to the Act, this Statement and the directions of the Building Management Committee.

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4.6 Functions of Secretary

The functions of the Secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee including:

- (a) answer communications sent to the Building Management Committee;
- (b) perform administrative and secretarial functions for the Building Management Committee;
- (c) convene meetings and prepare and distribute notices, agendas and minutes for those meetings;
- (d) serve notices on behalf of the Building Management Committee;
- (e) keep records (other than records which the Treasurer must keep) for the Building Management Committee; and
- (f) make the records of the Building Management Committee available for inspection.

4.7 Functions of the Treasurer

The functions of the Treasurer are to:

- (a) prepare budgets;
- (b) prepare financial statements;
- (c) send out notices for, collect and bank contributions to the administrative fund and the sinking fund;
- (d) prepare outstanding levy certificates;
- (e) arrange for the preparation of audit reports;
- (f) pay accounts; and
- (g) keep the accounting records of the Building Management Committee.

4.8 Functions of the Chairperson

The functions of the Chairperson are to preside at those meetings of the Building Management Committee which the Chairperson attends. The Chairperson may appoint the Strata Manager to chair meetings of the Building Management Committee in the Chairperson's absence or as desired by the Chairperson from time to time.

4.9 Other Appointees

If the Building Management Committee appoints an Officer under **clause 4.1(b)**, it must clearly define the duties of the Officer.

5 Meetings and voting

5.1 Holding of Meetings

The Building Management Committee must hold a meeting:

- (a) if a Member requests by notice in writing;
- (b) at least once annually from the date of the first meeting of the Building Management Committee;

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- (c) if the Building Management Committee is otherwise required to do so under this Statement; or
- (d) If the Strata Manager determines a meeting should be held.

5.2 Request for Meeting

- (a) A request for a meeting must be made to the Secretary and must state the issue or proposal for the meeting.
- (b) The Building Management Committee is not obliged to hold a meeting if the Member requesting it is a Defaulting Member.

5.3 Notice of Meetings

- (a) The Secretary of the Building Management Committee must normally give at least 5 Business Days' notice of a meeting to each Member.
- (b) In the case of an emergency or with the consent of each Member, the Building Management Committee may give a shorter notice.
- (c) A notice of a meeting must include:
 - (i) the time, date and place for the meeting; and
 - (ii) an agenda for the meeting.
- (d) An agenda for a meeting must include:
 - (i) the terms of the motions for resolution at the meeting;
 - (ii) a reference to the fact that a Unanimous Resolution is required for each resolution.
 - (iii) the matters requested by notice in writing to be considered at the meeting by Members, Owners or Occupiers;
 - (iv) a copy of the minutes of the last meeting; and
 - (v) a motion to adopt the minutes of the last meeting.
- (e) In the case of an emergency meeting a notice is not required to include the matters set out in clause 5.3(d)(iii) to (v) above.
- (f) If the levying of contributions is an item on the agenda for a meeting, then the notice must include a copy of a budget and audited financial statements prepared by the Building Management Committee.

5.4 Quorum

- (a) The quorum of any meeting of the Building Management Committee, consists of a Representative of each Member but in no circumstances can there be a quorum unless the representative of the Retail Lot Owner is present.
- (b) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned for 2 Business Days.
- (c) The Building Management Committee must hold the adjourned meeting at the same time and at the same place notified for the original meeting.
- (d) Subject to clause 5.4(a), the quorum for an adjourned meeting is the same number of Representatives that were present at the meeting from which the adjourned meeting was adjourned.

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5.5 Voting

- (a) At each meeting of the Building Management Committee each Member through any of its Representatives is entitled to exercise 1 vote.
- (b) A Defaulting Member is not entitled to vote.
- (c) The Chairperson does not have a casting vote at meetings of the Building Management Committee.
- (d) If the Building Management Committee is to decide on a matter, it must be decided by Unanimous Resolution.
- (e) In the event that a vote results in a deadlock between the Members, the motion will be lost.
- (f) A Unanimous Resolution passed by the Building Management Committee is definitive and must not be the subject of expert determination.

6 Appointment of a Strata Manager

6.1 Appointment of a Strata Manager

- (a) The Building Management Committee may appoint a Strata Manager to assist the Building Management Committee in performing its functions, in particular its financial and secretarial functions.
- (b) When appointing a Strata Manager, the Building Management Committee may (but is not obliged to) appoint the same person as a strata manager appointed by an Owners Corporation.
- (c) Any appointment must:
 - (i) be in writing;
 - (ii) be signed by each Member;
 - (iii) be for a term (with options) not exceeding 4 years;
 - (iv) reserve to the Building Management Committee the power to continue exercising any or all of the functions delegated to the Strata Manager.
- (d) The Building Management Committee must monitor the performance of the Strata Manager.

6.2 Strata Management Fee

If a Strata Manager is appointed, the Members must contribute to the Strata Management Fee in the proportions set out in the Shared Facilities Schedule.

6.3 Delegation of functions

- (a) Subject to **clause 6.3(b)**, the Building Management Committee may delegate its functions and the functions of its officers to the Strata Manager.
- (b) The Building Management Committee may not delegate the following functions to the Strata Manager:
 - (i) amending **clause 2.5** of this Statement or the definition of Unanimous Resolution in **clause 1.2** of this Statement;
 - (ii) changing, adding to or repealing parts of the Architectural Code;

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- (iii) the distribution to Members of surplus money in the sinking fund and administration fund;
- (iv) changing, adding to or removing Shared Facilities other than a decision to repair Shared Facilities or to renew or replace minor items (unless otherwise specified in this Statement);
- (v) changing, adding to or adjusting Shared Costs (unless otherwise specified in this Statement);
- (vi) changing the definition of Trading Hours in clause 1.2 of this Statement;
- (vii) changing, adding to or removing the Prohibited Purposes set out in clause 12.1; or
- (viii) any other function which may only be exercised by the Building Management Committee.

6.4 Strata Manager's Duties

The Strata Manager's duties may include to:

- (a) ensure the proper operation, repair, maintenance and renovation and replacement of the Shared Facilities;
- (b) effect and maintain Insurance on behalf of the Members;
- (c) implement decisions made by the Building Management Committee;
- (d) carry out the Building Management Committee's obligations in respect of any maintenance agreement;
- (e) undertake secretarial and other functions arising from this Statement;
- (f) maintain taxation and other statutory records, provide a public office and obtain an Australian Business Number for the Building Management Committee, and ensure compliance with all legal obligations with respect to taxation;
- (g) comply with any obligations of the Building Management Committee under the Management Act or this Statement; and
- (h) comply with any other duties determined by Resolution.

7 Appointment of a Building Manager

7.1 Appointment of a Building Manager

The Building Management Committee may enter into an agreement with a person to assist the Building Management Committee in the operation and management of the Shared Facilities which agreement must be in accordance with the Management Act and may provide for:

- (a) a term of up to 5 years with a maximum option of 1 option of up to 5 years, with rights for early termination by either the Building Management Committee or the Building Manager;
- (b) the carrying out of or as agent for Members, entering into contracts for cleaning, caretaking, inspection, maintenance, minor repairs, replacements and services to the Shared Facilities and any personal property vested in the Building Management Committee;

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- (c) drafting plans under this Statement and administering them;
- (d) the provision of services to Members or Occupiers; and
- (e) anything else which the Building Management Committee agrees is necessary or desirable having regard to the operational and management requirements of the Building Management Committee.

7.2 Management Fee

The Members must:

- (a) contribute to the Management Fee in the same proportions as set out in the Shared Facilities Schedule for the Management Fee for services for the Building Management Committee; and
- (b) pay the whole cost of services provided for a Member pursuant to clause 7.1(d).

7.3 General provisions regarding the Building Manager

- (a) At the expiration of an agreement entered into under clause 7.1, the Building Management Committee may enter into a further agreement on terms substantially similar to the agreement contemplated under that clause.
- (b) The Building Management Committee may not without the written consent of the Building Manager enter into more than one agreement under clause 7.1 at any one time.
- (c) A Member and any Owner or Occupier of a Lot must not:
 - (i) Interfere with or obstruct the Building Manager from performing his or her duties under an agreement entered into under clause 7.1;
 - (ii) Interfere with or obstruct the Building Manager from using any part of the Shared Facilities lawfully designated by the Building Management Committee for use by the Building Manager.

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PART 4: SHARED FACILITIES AND SPECIAL AREAS

8 Shared Facilities and Shared Costs

8.1 Shared Facilities

- (a) Shared Facilities are facilities and services which are used by more than one Member or are located on the land of a Member but used by another Member.
- (b) A list of the Shared Facilities is set out in the Shared Facilities Schedule.
- (c) The Parties acknowledge that as at the date this Statement is registered, not all of the Shared Facilities listed in the Shared Facilities Schedule may be constructed and available for use by the Parties.

8.2 Use of Shared Facilities

- (a) The Shared Facilities Schedule specifies which Members and Occupiers are entitled to use each Shared Facility. If the Shared Facilities Schedule does not specify entitlement, each Member is entitled to use and enjoy the Shared Facility unless a specific provision of this Statement provides otherwise.
- (b) Each Party must use the Shared Facilities only for their intended purpose and follow the directions of the Building Management Committee.
- (c) The Retail Lot Owner may increase its use of a Shared Facility or modify Shared Facilities provided:
 - (i) the Residential Lot Owners Corporation is not materially adversely affected by the increased use of, or modification to, the Shared Facility; and
 - (ii) the Retail Lot Owner pays any increase in Shared Costs associated with the increase in use or modification to the Shared Facility.
- (d) The matters set out in this clauses 8.2(c)(i) and (ii) may be the subject of expert determination under clause 23 of this Statement.
- (e) Unless otherwise specified in this Statement, the Building Management Committee may make rules in relation to the use of any Shared Facility.
- (f) Any rules made by the Building Management Committee in relation to the use of any Shared Facility are definitive and must not be the subject of expert determination.

8.3 Maintenance of Shared Facilities

- (a) Except as otherwise specified in this Statement, the Building Management Committee must carry out or arrange for the carrying out of maintenance, repair, operation, renovation and replacement of the Shared Facilities.
- (b) The Building Management Committee may at its discretion enter into maintenance agreements with Contractors to maintain the Shared Facilities.
- (c) The Developer intends, either before or as soon as reasonably practicable after the date of registration of this Statement, to submit to the Building Management Committee the Cyclical Maintenance Plan and the Conservation Management Plan.

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- (d) The Cyclical Maintenance Plan and the Conservation Management Plan are taken to have been adopted by the Building Management Committee on the first day of the month immediately after they are each submitted to the Building Management under clause 8.3(c) or earlier, if the Building Management Committee so determines.
- (e) The Building Management Committee must ensure that the carrying out of any future maintenance, repair, alterations, re-development, operation, renovation and replacement of the Shared Facilities is undertaken in accordance with:
 - (i) the Cyclical Maintenance Plan;
 - (ii) the Conservation Management Plan and in particular, section 7 of the Conservation Management Plan regarding future works, a copy of which is attached at **Schedule 3**; and
 - (iii) the City of Sydney Heritage Development Control Plan.

8.4 Damage to Shared Facilities

A Party must:

- (a) immediately notify the Building Management Committee about damage to or a defect in a Shared Facility; and
- (b) pay the costs of repair for any damage to the Shared Facilities caused by that Party.

8.5 Shared Costs

- (a) The Building Management Committee must apportion the Shared Costs of a Shared Facility using the apportionment stated in the Shared Facilities Schedule.
- (b) The Building Management Committee must advise each Member of its proportion of the Shared Costs and must levy Members for contributions in accordance with **clause 19**.
- (c) Each Member must pay its proportion of the Shared Costs.

8.6 Review of Shared Costs

- (a) Where a Shared Cost has been calculated on the basis of usage, a review of usage shall be undertaken annually by the Building Management Committee to confirm that the percentage cost allocation in the Shared Facilities Schedule substantially reflects the actual usage by the respective Members.
- (b) If the actual usage of a Member is substantially different to the percentage cost allocation in the Shared Facilities Schedule the Parties shall adjust the percentage cost allocation in the Shared Facilities Schedule to accord with the percentages of actual use. Any adjustment of the percentage cost allocation in the Shared Facilities Schedule under this clause shall not apply retrospectively.
- (c) The Building Management Committee may recover from a Member costs associated with a Member's unauthorised use of a Shared Facility for a purpose that is not the intended purpose for the Shared Facility set out in the Shared Facilities Schedule.

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- (d) Any review of the Shared Costs by the Building Management Committee under this clause 8.6 is definitive and must not be the subject of expert determination.

8.7 Authority Compliance

The Building Management Committee must:

- (a) arrange for the inspection of Shared Facilities if required by an Authority; and
- (b) obtain any certification of the Shared Facilities required by Law.

9 Amending Shared Facilities and Shared Costs

- (a) Subject to clause 9(c), the Building Management Committee may:
 - (i) vary, modify, repair, renew or replace the Shared Facilities; and
 - (ii) add Shared Costs or adjust the division of Shared Costs if required.
- (b) A Unanimous Resolution of the Building Management Committee is required to:
 - (i) change or remove Shared Facilities other than for a decision to repair Shared Facilities or to renew or replace minor items; and
 - (ii) change, add to or adjust Shared Costs,unless otherwise specified in this Statement.
- (c) If the Building Management Committee passes a Unanimous Resolution to vary the Shared Costs and Shared Facilities, the Shared Facilities Schedule is automatically varied at the time the Chairperson signs the minutes which record the Unanimous Resolution. Any variation to the Shared Costs or Shared Facilities under this clause shall not apply retrospectively.
- (d) A Unanimous Resolution passed in relation to the matters set out in this clause 9 is definitive and must not be the subject of expert determination.

10 Access

10.1 Access to Shared Facilities

- (a) Each Party must give the Building Management Committee and other Parties:
 - (i) access to and from the Shared Facilities by the most appropriate means provided access does not unreasonably interfere with that Party's lawful use of the area; and
 - (ii) access to use the Shared Facilities located within that Party's Lot in accordance with the provisions of this Statement; and
 - (iii) access to operate, maintain, repair, renovate and replace the Shared Facilities.
- (b) Appropriate means of access to a Shared Facility does not include:
 - (i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot; and
 - (ii) any other means of access prohibited under this Statement.

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- (c) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 10.1(a)** if access is required to maintain, repair or replace Shared Facilities.

10.2 Access to Plant

- (a) Each Party must give the Building Management Committee and other Parties:
 - (i) access to and from the Plant Areas and Plant by the most appropriate means provided access does not unreasonably interfere with that Party's lawful use of the area; and
 - (ii) access to operate, maintain, repair, renovate and replace the Plant.
- (b) Appropriate means of access to the Plant Areas and Plant does not include:
 - (i) access through a Strata Lot without the prior consent of the Occupier of that Strata Lot; and
 - (ii) any other means of access prohibited under this Statement.
- (c) Reasonable notice must be given to a Party affected by the proposed means of access under **clause 10.2(a)** if access is required to maintain, repair or replace Shared Facilities.

10.3 Right to Access

If a Party accesses parts of the Building in accordance with their rights set out in this Statement that Party must not unreasonably interfere with the other Party's lawful use of the Building.

10.4 Emergency Access

In an emergency, each Party must give to all Parties access to all exit routes in the Building.

10.5 Conditions of Access

Except in an emergency and unless otherwise specified in this Statement, a Party affected by the proposed means of access may determine the times and reasonable terms of access (including reimbursement of costs) under this **clause 10**.

11 Additional Shared Facilities

11.1 Additional Shared Facilities

- (a) The development of a stage or stages in the Building by the Developer may or may not result in the creation of additional Shared Facilities.
- (b) The Parties acknowledge that the Developer may (acting reasonably) request the Parties to vary this Statement at any time to:
 - (i) include additional Shared Facilities, including specifying those Members entitled to use those additional Shared Facilities;
 - (ii) vary a Member's entitlement to use an existing Shared Facility as a result of the creation of the additional Shared Facilities; and

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- (iii) change, add to or adjust the division of Shared Costs to take into account the inclusion of the additional Shared Facilities and each Member's entitlement to use those additional Shared Facilities.

11.2 Consent

A Party must, if requested by the Developer under **clause 11.1(b)**:

- (a) consent to the creation of the additional Shared Facilities;
- (b) vote in favour of a Resolution to vary this Statement; and
- (c) execute all necessary documentation and do all things necessary to register an amendment to this Statement.

12 Uses and Operation of the Retail Lot

12.1 Permitted Use

- (a) Owners and Occupiers of the Retail Lot must not occupy and use Retail Premises for any of the following purposes:
 - (i) a tattoo parlour;
 - (ii) a sex shop;
 - (iii) a brothel;
 - (iv) an on sex establishment; and
 - (v) a purpose prohibited by Law and the zoning of the Land, **(Prohibited Purposes)**.
- (b) The Building Management Committee may from time to time by Unanimous Resolution determine other Prohibited Purposes for Retail Premises.

12.2 Trading Hours

Subject to the Owners and Occupiers of the Retail Lot obtaining the relevant Approvals, Owners and Occupiers:

- (a) may only open Retail Premises for business during the Trading Hours;
- (b) must not open Retail Premises for business outside the Trading Hours without the prior consent of the Building Management Committee; and
- (c) must not open Retail Premises for business if prohibited by Law.

12.3 Development Consent

- (a) If required, the Members must consent to an Owner or Occupier of the Retail Lot lodging a development application with an Authority relating to all or part of the Retail Lot, including a development application with respect to:
 - (i) occupation and use of the Retail Lot; or
 - (ii) the erection of any advertisements or advertising structures on the Retail Lot,**(Retail Development Application)** and must, if required, provide the Owner or Occupier of the Retail Lot with a written authority addressed to the relevant Authority to make any Retail Development Application.

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- (b) If the Retail Lot has the benefit of an easement or of a Shared Facility and the consent of the Residential Lot Owners Corporation is required by an Authority for the purposes of lodging a Retail Development Application, the Residential Lot Owners Corporation must provide an Owner or Occupier of the Retail Lot with a written authority addressed to the relevant Authority to make any Retail Development Application.
- (c) The Members must not, and must not direct or assist any third party to object to an Owner or Occupier of the Retail Lot lodging a Retail Development Application with an Authority and must, on request of the relevant Owner or Occupier provide any assistance reasonably required to assist the Owner or Occupier in obtaining the Authority's consent to the Retail Development Application.
- (d) The Residential Lot Owners Corporation must not unreasonably withhold its consent to an Owner or Occupier of the Retail Lot accessing the Common Property of the Residential Lot Strata Scheme to carry out works the subject of an Authority's consent to a Retail Development Application.
- (e) The matters set out in this **clause 12.3** must not be the subject of expert determination under **clause 23** of this Statement.

12.4 Future Services

- (a) The Owner or Occupier of Retail Premises may from time to time be required to install new Services in or outside the Building and outside the Retail Lot, for the purpose of carrying on business in the Retail Premises.
- (b) Members must not object to the Owner or Occupier of Retail Premises installing new Services in or outside the Building and outside the Retail Lot for the purpose of carrying on business in or outside the Retail Lot, if;
 - (i) the Owner or Occupier of the Retail Premises seeking to install the Service is occupying and using the Retail Premises for a purpose that is not a Prohibited Purpose;
 - (ii) the Owner or Occupier of the Retail Premises seeking to install the Service has development consent to occupy and use the Retail Premises for a purpose that is not a Prohibited Purpose;
 - (iii) the proposed Service is required by the Owner or Occupier of the Retail Premises to carry out the approved business under the development consent;
 - (iv) the location of the proposed Service cannot be located in any existing easement site; and
 - (v) the location and nature of the proposed Service does not unreasonably interfere with the use and enjoyment of that Members Lot, damage the structure of the Member's Lot and is concealed.

12.5 Amendment

Notwithstanding any other provision in this Statement, the Building Management Committee may not propose to:

- (a) determine other Prohibited Purposes for the Retail Lot; or
 - (b) amend or repeal this **clause 12**,
- without first obtaining the prior written consent of the Owner of the Retail Lot.

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PART 5: MAINTENANCE, REPAIR AND UPGRADING AND ARCHITECTURAL CODE

13 Maintenance, Repair and External Appearance

13.1 Owners Corporation

- (a) An Owners Corporation which is a Member must carry out its obligations under Section 62 of the Management Act.
- (b) An Owners Corporation which is a Member must not make a determination under Section 62(3) of the Management Act without the consent of the Building Management Committee.
- (c) If an Owners Corporation breaches **clause 13.1(b)**, the Owners Corporation must still maintain, renew, replace or repair the particular Item which is the subject of the determination.
- (d) The obligations of a Stratum Lot Owner under **clause 13.1(a)** commence on creation of an Owners Corporation with respect to the relevant Stratum Lot.

13.2 Stratum Lot Owners

- (a) If a Member is not an Owners Corporation, the Member must properly maintain and keep in a state of good and serviceable repair that part of the Building within the relevant Member's Lot.
- (b) The obligations of a Stratum Lot Owner under **clause 13.2(a)** commences upon the date of first issue of an occupation certificate with respect to the relevant Stratum Lot after the date of this Statement.

13.3 Access into other Members' areas

Each Member, Strata Lot Owner and Occupier must allow other Members, Strata Lot Owners and Occupiers at reasonable times on reasonable notice to access its Lot, or if the Member is an Owners Corporation, the Common Property of the relevant Strata Scheme, in order to have access to:

- (a) items within that Lot; or
- (b) the Common Property of the relevant Strata Scheme; or
- (c) the site of any Easement,

to carry out repairs, maintenance, inspections, tests, renewals and replacements where alternative access is not reasonably available or is likely to be substantially more costly.

13.4 Obligations

The obligations of each Member under **clauses 13.1** and **13.2** extend to:

- (a) maintaining the structures, conduits, machinery, equipment and other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Member's Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected,

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maintained, repaired and kept in a sound structural and fully operational and working condition; and

- (b) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Facilities.

13.5 Heritage maintenance

All Parties must ensure that any works undertaken by that Party within or to the Building comply with:

- (a) the Cyclical Maintenance Plan;
- (b) the Conservation Management Plan and, in particular, section 7 of the Conservation Management Plan regarding future works, a copy of which is attached at **Schedule 3**; and
- (c) the City of Sydney Heritage Development Control Plan,

including the carrying out of any maintenance, repair, alterations, re-development, operation, renovation and replacement of any part of the Building.

13.6 Exclusion

Clauses 13.1, 13.2, 13.3 and 13.4 do not apply to Shared Facilities.

14 Failure of Member to carry out its obligations

14.1 Obligations

- (a) If a Member does not carry out its obligations under **clause 13**, the Building Management Committee may do anything reasonably necessary for the purpose of carrying out those obligations, including:
 - (i) carrying out work on the Member's Lot to do anything the Member has failed to do under **clause 13**; and
 - (ii) entering the Member's Lot with or without tools and equipment and remain there for the period of time for that purpose.
- (b) In exercising its rights under this **clause 14**, the Building Management Committee must:
 - (i) ensure that all work is done properly;
 - (ii) cause as little interference as practical to any Occupier of the Member's Lot;
 - (iii) cause as little damage as practical to the Member's Lot and any improvements on that Member's Lot; and
 - (iv) If damage is caused by the Building Management Committee, restore the Member's Lot as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where urgent work is required, the Building Management Committee must:
 - (i) before exercising its rights under **clause 14(a)**, give the Member written notice specifying a reasonable period of time for that Member

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to carry out that Member's obligation under **clause 13**, having regard to the nature of the obligation not performed; and

- (ii) give the Member reasonable notice of the Building Management Committee's intention to enter the Member's Lot.

14.2 Access

If the Building Management Committee must do work on or in a Lot under **clause 14.1**, the Member must give the Building Management Committee and persons authorised by it access to the Lot.

14.3 Costs

The costs of carrying out any work under this **clause 14** shall be a debt payable by the Member to the Building Management Committee on demand.

15 Emergency Repairs

15.1 Rights of access

- (a) The Building Management Committee and persons authorised by the Building Management Committee can enter and remain in all parts of the Building in order to carry out Emergency Repairs to the Building.
- (b) The Building Management Committee must cause as little inconvenience as is reasonable to Members and Occupiers in carrying out its rights under this clause given the type of emergency.

15.2 Negligence by Member

If the Emergency Repairs carried out by the Building Management Committee are required as a result of the negligence of a Member or an Occupier, that Member or Occupier is responsible to reimburse the Building Management Committee for those costs.

16 Upgrading and Redevelopment and other Works to the Retail Lot

16.1 Works

Each Party agrees to act reasonably and, if applicable, to not unreasonably withhold consent if such consent is required to any upgrading and redevelopment works to, or intended to be carried out in, the Building, including to Common Property or to Strata Lots or to a Stratum Lot or to any of them so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Council and any other Authority.

16.2 Repair

The Retail Lot Owner must repair without delay any damage caused to the Common Property or other parts of the Building as a result of the Retail Lot Owner and its respective employees, contractors and consultants carrying out the works described in **clause 16.1**.

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16.3 Consent

The other Members agree to act reasonably and, if applicable, to not unreasonably withhold their consent in connection with any proposal by a Member to upgrade or redevelop all or part of the Building owned by the Member, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Council or any other Authority.

16.4 Members' rights

Each Member may, in its absolute discretion and at its cost, upgrade or redevelop that Member's Lot or a part of it.

16.5 Members to meet

- (a) The Members must, at intervals of not less than 5 years commencing on the date of this Statement, convene a meeting of the Building Management Committee to discuss the state of the Building.
- (b) If the Building Management Committee by Resolution decides to carry out upgrading of the Building or redevelopment of any part of the Building, the Building Management Committee will request the Secretary to prepare a detailed plan to carry out the upgrading or redevelopment works.

16.6 Plan preparation

The Secretary must, if requested by the Building Management Committee under **clause 16.5(b)**, prepare detailed plans for the upgrading or redevelopment works including costings and funding arrangements, and submit the plan to the Members for consideration.

16.7 Consideration of plan

Within 42 days after the Secretary submits the plan to each Member under **clause 16.6**, the Building Management Committee must meet to consider the plan and to decide by Resolution if the plan will be implemented.

16.8 Effecting Works

- (a) If the Building Management Committee reaches agreement under **clause 16.7**, the Secretary must obtain any approvals required by Authorities for undertaking and completing the upgrading or redevelopment works and engage Contractors as necessary to complete the works.
- (b) The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the Contractors under **clause 16.8(a)**.

17 Architectural Code

17.1 Comply with Architectural Code

The Architectural Code controls the external appearance of the Residential Lot in order to preserve the design integrity of the Residential Lot. The Residential Lot Owners Corporation and each Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must comply with the Architectural Code.

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17.2 Approval

- (a) The Residential Lot Owners Corporation and each Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme must:
 - (i) make a written application to the Building Management Committee for any consent required under the Architectural Code; and
 - (ii) submit to the Building Management Committee the plans, specifications and other information required by the Building Management Committee to consider any consent under the Architectural Code, which may include:
 - (A) a certificate that any proposed works will comply with the Building Code of Australia;
 - (B) engineers certificate for any proposed structural works;
 - (C) specifications for any proposed works and the proposed construction methodology; and
 - (D) details of any proposed use of Shared Facilities or common areas of the Building, or alterations to Shared Facilities or common areas of the Building that may be caused by the proposed works.
- (b) The Building Management Committee is deemed to have refused an application for a consent under the Architectural Code if the Committee has not made a decision within 1 month.
- (c) The Residential Lot Owners Corporation must supply to each Owner or Occupier of a Strata Lot a copy of the Architectural Code as soon as practicable after receiving a request.

17.3 Amending the Architectural Code

The Building Management Committee may amend, add to or repeal parts of the Architectural Code by Unanimous Resolution.

17.4 Construction Period

During the Construction Period, the Developer is not:

- (a) bound by the provisions of the Architectural Code; and
- (b) required to obtain consent under the Architectural Code to carry out the development of the Stratum Lots.

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PART 6: CONSTRUCTION PERIOD

18 Construction Period

18.1 Construction Period

- (a) During the Construction Period the balance of the Building will be built in stages to be determined in the absolute discretion of the Developer.
- (b) During the Construction Period, the Parties must allow the Developer and the Developer's employees, contractors and consultants to carry out the Construction Works in any part of the Building on and from the date of this Statement without any need for the approval of the Parties, but subject to the terms of any Easements and covenants and to the requirements of any Laws.

18.2 Consent

A Party must consent to, and must execute all documentation and do all things necessary to provide consent to, any plans and documents (including the creation of any Easements and covenants) as required by the Developer for the:

- (a) carrying out of the Construction Works; and
- (b) completion of a stage or stages in the Building.

18.3 Right to Access

The Parties will allow the Developer and the Developer's employees, contractors and consultants during the Construction Period to access all parts of the Building which the Developer reasonably requires to access for the purpose of:

- (a) carrying out the Construction Works for the relevant stage;
- (b) connecting, installing, extending, augmenting, maintaining or accessing any existing Services;
- (c) connecting, installing, extending, augmenting, maintaining or accessing any future Services; and
- (d) carrying out any work relating to the temporary propping or structural support of the Building.

18.4 Repair

The Building Management Committee must procure the Developer to:

- (a) repair without delay any damage caused to the Common Property or other parts of the Building as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 18.3**.
- (b) not cause unreasonable inconvenience to the Parties as a result of the Developer and the Developer's employees, contractors and consultants carrying out the works described in **clause 18.3**.

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PART 7: FINANCIAL MATTERS AND INSURANCE

19 Financial Affairs

19.1 Administrative and Sinking Fund

- (a) The Building Management Committee must establish an administrative fund and a sinking fund within 3 months of registration of this Statement.
- (b) Until such time as a sinking fund report is completed and received by the Building Management Committee, the sinking fund may be determined by the Building Management Committee to be a nominal amount.
- (c) As soon as practicable after the sinking fund report is completed and received by the Building Management Committee, the Building Management Committee must determine the contribution of each Member to the sinking fund, having regard to the Shared Facilities and to the recommendations of the sinking fund report.
- (d) The administrative fund and sinking fund must be maintained by the Strata Manager or if no Strata Manager is appointed, by the Building Management Committee.
- (e) The administrative fund must be used to pay the costs of:
 - (i) operating and maintaining the Shared Facilities (including energy and water usage);
 - (ii) Insurance;
 - (iii) administration; and
 - (iv) any other costs which are not amounts which are to be paid from the sinking fund.
- (f) The Building Management Committee must use the sinking fund to pay the costs of renewal or replacement of the Shared Facilities.

19.2 Budget

- (a) The Building Management Committee must determine a budget for each 12 month period.
- (b) The budget must be based on an estimate of the costs and expenditures to:
 - (i) pay Shared Costs;
 - (ii) pay any Management Fees and Strata Management Fees;
 - (iii) effect the Insurance; and
 - (iv) satisfy any obligation of the Building Management Committee under this Statement or the Management Act.
- (c) The budget must contain details of:
 - (i) each item or matter, including Shared Costs, for which a Member is responsible;
 - (ii) each Member's proportion of a particular matter or item;

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- (iii) the amount of that proportion to be paid into the sinking fund and administrative fund (if applicable); and
- (iv) the amount and date of each payment which a Member must make.
- (d) The budget must reflect that until the completion of the Building, only some of the Shared Facilities will be operational.

19.3 Year End

- (a) The Building Management Committee must determine the Year End for accounting purposes.
- (b) The budget must be for the relevant Year.

19.4 Notice of Payment to Members

The budget must be submitted to each Member together with a notice advising:

- (a) the total expenditure for the 12 month period to which the budget relates;
- (b) the amount that each Member must pay in the 12 month period to the administrative and sinking funds in accordance with the budget; and
- (c) the date each payment is due.

19.5 Payment by Members

- (a) The Building Management Committee must levy Members for contributions it will need for its administrative fund and sinking fund based on the budget for each Year.
- (b) A Member must pay each amount on the date the payment is due.
- (c) If a Member fails to pay an amount owing when it is due and payable, that Member becomes a Defaulting Member.

19.6 Interest for Late Payment

- (a) A Defaulting Member must pay interest on each amount not paid on time from and including the date on which the payment was due until the date it is paid.
- (b) The Building Management Committee must calculate interest on daily balances at the rate equal to 2% per annum above the overdraft rate quoted by the Building Management Committee's bank, building society or credit union at the time of default.
- (c) A certificate from the Building Management Committee's bank, building society or credit union stating the interest rate is final and binding on a Member.

19.7 Financial Statement

As soon as practicable, but no later than 3 months, after the expiration of each 12 month period, the Building Management Committee must provide each Member with an audited financial statement for the funds of the Building Management Committee.

19.8 Additional Amounts Payable

If the amounts payable or paid into one or both of the funds are insufficient, the Building Management Committee can by notice require each Member to pay an

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additional amount to enable the Building Management Committee to carry out its obligations under this Statement and the Management Act.

19.9 Deposit of Moneys

The Building Management Committee must:

- (a) deposit all amounts received from Members into its administrative fund and sinking fund as applicable;
- (b) apply all amounts towards the payment of all invoices, statements and accounts of the Building Management Committee; and
- (c) if the deposit moneys accrue interest, credit the interest to the account of the Building Management Committee.

19.10 Dispute

- (a) If there is a dispute about the payment of an amount, before resolution of the dispute, each Member must pay the amounts advised.
- (b) After resolution of the dispute, the Building Management Committee must make an appropriate adjustment or payment.

19.11 Surplus Funds

The Building Management Committee may decide to distribute surplus funds to the Members by Unanimous Resolution (having regard to the proportions in which the Members contributed the surplus funds).

20 Books and Records

20.1 Obligations of the Building Management Committee

- (a) The Building Management Committee must:
 - (i) keep records and books of account of all the amounts payable and payments made under this Statement;
 - (ii) enter all matters and transactions usually entered in books of account kept by property managers;
 - (iii) keep a copy of this Statement;
 - (iv) keep copies of all agendas, motions and minutes;
 - (v) hold the executed agreement with the Strata Manager and Building Manager and any other agreements it has entered into in relation to Shared Facilities;
 - (vi) keep the details of Representatives and Substitute Representatives in accordance with **clause 3.3**;
 - (vii) keep audit reports and budgets;
 - (viii) keep notices served on the Building Management Committee and notices served by the Building Management Committee; and
 - (ix) keep records of the Insurance.
- (b) The Building Management Committee must retain all records, agreements and books of account for a period of 6 years.

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20.2 Inspection of Books and Records

- (a) Members and persons authorised by Members may inspect the Building Management Committee's records by:
 - (i) applying in writing to the Building Management Committee; and
 - (ii) paying the Building Management Committee a fee (determined by the Building Management Committee acting reasonably).
- (b) Copies may be taken by persons inspecting the records under **clause 20.2(a)** so long as the Building Management Committee is reimbursed for any costs incurred.

21 Insurance

21.1 Insurance

- (a) The Building Management Committee must:
 - (i) effect building insurance in accordance with the Act;
 - (ii) effect machinery breakdown insurance for Shared Facilities (which are not covered under warranty);
 - (iii) effect public liability insurance for Shared Facilities; and
 - (iv) effect any other type of insurance which the Building Management Committee determines by Resolution (such as office bearers liability insurance or workers compensation insurance).
- (b) Each Member must have a current public liability insurance policy at all times.

21.2 Insurance Policies

The Building Management Committee must take out each policy:

- (i) in the joint names of each Member; and
- (ii) if applicable, in the name of a mortgagee under a mortgage for that person's respective rights and interests.

21.3 Review Insurance

The Building Management Committee must:

- (a) review the insurance at least once every 12 months;
- (b) have the Building valued for insurance purposes by a qualified valuer at least once every 24 months; and
- (c) immediately effect new insurance or adjust existing insurances if there is an increase in or a new risk to the Building.

21.4 Payment of Premiums

The Building Management Committee must ensure that the Members pay the premiums in the proportions set out in Section 84(4) of the Management Act or as determined by an adjudicator under section 84(5) of the Management Act.

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21.5 Affect Insurance

- (a) A Party must not at any time do anything that might:
 - (i) void or prejudice the Insurance; or
 - (ii) Increase the Insurance premiums,
except with the consent of the Building Management Committee.
- (b) If a Party does anything to increase an Insurance premium, the Member must pay the increased amount.

22 Use by a Party of property

If a Party is permitted to occupy or use or have access to or from any part of another Party's property in the Building, that Party:

- (a) does so at its own risk; and
- (b) releases the other Party from any:
 - (i) claim and demand of any kind; and
 - (ii) liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Party's property or the Buildings,

unless the damage, death or injury is caused by the negligence of that other Party.

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PART 8: GENERAL DISPUTES AND NOTICES

23 Disputes

23.1 Notice of Dispute

- (a) Members must endeavour in good faith to resolve a dispute about this Statement before they take action under this **clause 23**.
- (b) A Member may at any time notify the other Members of a dispute in connection with this Statement.
- (c) A notice advising of a dispute must:
 - (i) Identify the subject matter of the dispute;
 - (ii) state the facts upon which the Member relies;
 - (iii) Identify the provisions of the Statement relevant to the dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the dispute in the possession or control of the Member giving the notice; and
 - (v) contain any particulars of the amount in dispute (if any).
- (d) Members must use all reasonable endeavours to resolve a dispute within 10 Business Days after a notice is served under **clause 23.1(c)**.
- (e) If the dispute is not resolved within 10 Business Days from the time of receipt of the notice referred to in **clause 23.1(b)**, a Member may by written notice request the Building Management Committee to convene a meeting to discuss whether to:
 - (i) refer the dispute to the Tribunal under Chapter 5 Part 5 of the Management Act;
 - (ii) refer the dispute for mediation under Chapter 5 Part 2 of the Management Act; or
 - (iii) If the dispute is not appropriate for mediation, apply for an order under Chapter 5 Part 1 of the Management Act.

23.2 Appointment of an Expert

- (a) If the meeting decides not to refer the dispute for mediation or apply for an order or makes no decision, a Member may within a period of 5 Business Days from the meeting, submit the dispute for decision by an Expert.
- (b) If each Member cannot agree to and jointly appoint an Expert, any of them may request the President of the Law Society of NSW to appoint an appropriate Expert given the nature and subject of the dispute.
- (c) The Expert acts as an expert and not as an arbitrator.
- (d) Except as to matters of Law and a dispute over an amount in excess of \$200,000.00, the Expert's decision including any decision about an expense arising from the dispute, is final and binding on each Member.
- (e) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.

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- (f) The Expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the dispute.
- (g) Each Member may make written submissions to the Expert about the dispute and costs.

23.3 Submission to Expert

- (a) If a Member makes a submission, that Member must:
 - (i) submit it within 10 Business Days of the appointment of the Expert; and
 - (ii) provide the other Members with a copy of submissions within 24 hours of submission to the Expert.
- (b) A Member who makes a submission must:
 - (i) co-operate with the Expert; and
 - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that person and relevant to the matter to be determined.
- (c) **Clause 23.3(b)** does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (d) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Expert's own enquiries.

23.4 Expert's Determination

The Expert must:

- (a) give reasons for the determination; and
- (b) determine how the cost of any determination is paid.

23.5 Commencement of Action

- (a) A Member is only entitled to commence or maintain an action, either by way of legal proceedings or arbitration for a dispute if that person has first referred the dispute for determination under this **clause 23**.
- (b) When a dispute concerns a matter that falls within the jurisdiction of the Tribunal, legal proceedings must, in the first instance, be commenced in the Tribunal.

24 Notices and Service

24.1 Notices

- (a) A notice or communication under this Statement must be in writing in English.
- (b) A notice or communication under this Statement may be given:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by email; or

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- (iv) by security post.
- (c) A notice is deemed to be given:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time recorded on the transmission report;
 - (iii) if sent by email, at the time a delivery confirmation report is received by the sender, which records the time that the email was delivered to the addressee's last notified email address and is prima facie evidence of its receipt by the addressee; and
 - (iv) if sent by security post, at the time that the recipient or its agent acknowledges receipt.

24.2 Service by Facsimile

Clause 24.1(c)(ii) does not apply if:

- (a) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
- (b) the transmission report of the sender indicates a faulty or incomplete transmission.

24.3 Service by Email

Clause 24.1(c)(iii) does not apply if the sender receives a delivery failure notification indicating that the electronic mail has not been delivered to the addressee.

24.4 Address

- (a) Each Member must address a notice to the Representative of a Member as notified under clause 3.3(d).
- (b) Anything done by a Representative of a Member appointed to the Building Management Committee has the same effect as if the Member did it.

25 General

25.1 Waiver

A provision of or right created under this Statement may only be:

- (a) waived if the waiver is in writing and signed by the Member granting the waiver; or
- (b) varied if the variation is in writing and signed by each Member.

25.2 Exercise of a right

- (a) A Member may exercise a right:
 - (i) at the Member's discretion; and
 - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.

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- (c) If a Member fails to exercise a right or delays in exercising a right, that Member may still exercise that right later.

25.3 Severance

- (a) Subject to clause 25.3(b):
- (i) If a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) If, despite clause 25.3(a)(i), a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) In any other case, the whole provision must be severed.
- (b) If an event under clause 25.3(a) occurs, the remainder of this Statement continues in full force and effect.

25.4 Consent

Subject to an express provision in this Statement, a Member may in the Member's absolute discretion:

- (a) give the Member's consent conditionally or unconditionally; or
- (b) withhold the Member's consent.

25.5 Entire Statement

This Statement constitutes the entire agreement of each Member and supersedes all prior discussions, undertakings and agreements.

25.6 To the extent the Law permits

The terms of this Statement apply to the extent the Law permits.

25.7 Cumulative rights

A Member's rights under this Statement are in addition to the rights of the Members at Law.

25.8 Further assurances

Each Member at the Member's own expense must:

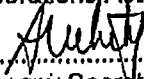
- (a) do everything reasonably necessary to give effect to:
 - (i) this Statement; and
 - (ii) the transactions contemplated by this Statement, including the execution of documents; and
- (b) make a reasonable effort to cause relevant third parties to do likewise.

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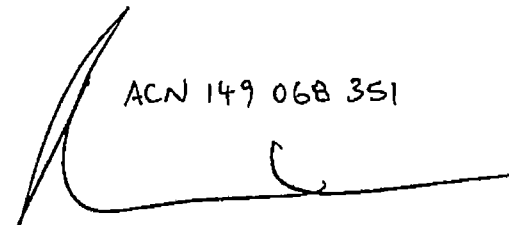
Registered proprietor

Executed by Toga Mansions Pty Limited in accordance with section 127 of the Corporations Act 2001 (Cth)


.....
Company Secretary/Director
ADRIAN PAUL WHITING

.....
Name of Company Secretary/Director (print)

ACN 149 068 351


.....
Director
Allan Vidor

.....
Name of Director (print)

Allan Vidor

Mortgagee


EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4886 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:


.....
An Officer of the Bank

DAVID GREIG
.....
Witness name

by its attorney:


.....
Signature
Glenn Hilleard
.....
Name
Senior Director
.....
Title

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Schedule 1

Shared Facilities Schedule

Manor, Potts Point

List of Shared Facilities

Shared Facility Identification Number	Shared Facility	Location	Description/Purpose	Member Benefited	Cost Allocation
1	Fire Sprinkler, Fire Hydrant Pump Room	Basement	BCA Compliance.	All Members	Residential Lot 80% Retail Lot 20%
2	Domestic Water supply	Italianate façade Kelleff Street	The cold water supply entering the site until the point at which it is separately metered to Residential, Retail and Common Area (Basement and ground floor garbage room). This includes: - Cold Water Meters - Pipe work servicing Shared Facilities exclusively or more than one Stratum Lot	All Members	Residential Lot 80% Retail Lot 20%

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Shared Facility Identification Number	Shared Facility	Location	Description/Purpose	Member Benefited	Cost Allocation
3	Electrical / Comms room	Basement	<p>Excludes any pipe work and water supply costs past the point of individual metering.</p> <p>Infrastructure required to provide power up to the point of individual metering and to shared facilities:</p> <ul style="list-style-type: none"> - Incoming electrical lines - Electrical meters - Switch room(s), including electrical meters and sub-meters located in the switch room - Electrical cables, wires and ducts exclusively servicing shared facilities. <p>Excludes:</p> <p>(a) Costs for electrical consumption by an individual Member or Occupier, and</p> <p>(b) Electrical services, wires, cables or ducts which are for the exclusive use of a Member or Occupier.</p>	All Members	Residential Lot 90% Retail Lot 10%

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Shared Facility Identification Number	Shared Facility	Location	Description/Purpose	Member Benefited	Cost Allocation
4	Sprinkler System	Entire Building	BCA Compliance.	All Members	Residential Lot 80% Retail Lot 20%
5	Hydrant System	Entire Building	BCA Compliance.	All Members	Residential Lot 80% Retail Lot 20%
6	Fire detection system	Entire Building	Detectors, FIP, monitoring costs	All Members	Residential Lot 80% Retail Lot 20%
7	Fire Stairs and Emergency Egress	Entire Building		All Members	Residential Lot 80% Retail Lot 20%
8	Hoist	Basement and Ground		All Members	Residential Lot 50% Retail Lot 50%
9	Building Management, Facilities Management and Consultant Costs		Building Management, Facilities Management, accounting and BAS, disbursements, audit fees, expert referral dispute costs, legal costs and required consultant fees.	All Members	Residential Lot 80% Retail Lot 20%

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Shared Facility Identification Number	Shared Facility	Location	Description/Purpose	Member Benefited	Cost Allocation
10	Insurance		Shared costs for insurance include all premiums under policies effected by the Building Management Committee according to the Statement, valuations for insurance purposes, insurance brokers fees, excess on insurance policies effected by the Committee, and any other costs incurred by the Committee to effect an insurance policy or under and existing policy.	All Members	Residential Lot 80% Retail Lot 20%
11	Public Art/Heritage Items			All Members	Residential Lot 95% Retail Lot 5%
12	Access Control & CCTV Camera's	Mansions Lane	Garbage collection room roller door and fire doors to basement and ground. Camera to Mansions Lane doors	All Members	Residential Lot 80% Retail Lot 20%
13	Garbage Collection Room	Ground Floor		All Members	Residential Lot 20% Retail Lot 80%
14	HWU	Roof Plantroom		Residential Lot Member	Residential Lot 100%

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Shared Facility Identification Number	Shared Facility	Location	Description/Purpose	Member Benefited	Cost Allocation
15	Bicycle Storage	Basement		All Members	Residential Lot 90% Retail Lot 10%
16	Satellite dish & communications Aerial(s)	On the roof		All Members	Residential Lot 20% Retail Lot 80%
17	Awning	Ground Floor		All Members	Residential Lot 10% Retail Lot 90%
18	Facade	Entire Building		All Members	Residential Lot 80% Retail Lot 20%
19	External Lighting fittings	Awning		All Members	Residential Lot 20% Retail Lot 80%
20	Basement pumps	Basement		All Members	Residential Lot 50% Retail Lot 50%
21	Grease Arrestor	Basement	Collection of trade waste	Retail Lot Member	Retail Lot 100%
22	Pest Treatment	Entire Building		All Members	Residential Lot 70%

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Shared Facility Identification Number	Shared Facility	Location	Description/Purpose	Member Benefited	Cost Allocation
23	Building Structural and Sheltering Improvements as provided for in the s88B instrument including walls, floors, ceilings, roofs, columns	Entire Building		All Members	Retail Lot 30% Residential Lot 80% Retail Lot 20%.

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Schedule 2

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 the Residential Lot Strata Scheme are:

- (a) to preserve the design integrity and architectural quality of Residential Lot Strata Scheme; and
- (b) to uphold property values for Owners.

1.2 Inconsistencies

If there is an inconsistency between the Statement and the Architectural Code, the Statement prevails.

1.3 Disputes

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

2 Approvals from Authorities

2.1 Obligations

Despite anything else in this Statement, an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must obtain all necessary approvals from Authorities before an Owner or Occupier carries out any works, erects signs or does anything else in the Residential Lot Strata Scheme (including works approved or for which you require approval under the Architectural Code).

2.2 Timing

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may apply for approval from an Authority to carry out works in the Residential Lot Strata Scheme only after an Owner or Occupier has obtained any necessary approval from the Building Management Committee where required by the Statement of Architectural Code.

3 Curtains, blinds and other window treatments

3.1 Colours for curtains and blinds

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may install curtains, blinds, louvers, shutters and other window and door treatments on or in a Strata

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Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme provided they have an appearance from outside the Strata Lot or Common Property which is off-white or cream (off-white or cream curtain linings or sheers are an acceptable method of achieving this). An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must have consent from the Building Management Committee to place, install or retain curtains, blinds, louvers, shutters and window and door treatments other than those specified in this clause 3.1.

3.2 Sun shades

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must have consent from the Building Management Committee to install a sun shade, sun blind, awning or other sun shading device in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme.

3.3 Window treatments

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must have consent from the Building Management Committee to place solar film or similar treatments on the internal or external surface of glass windows or doors in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme. An Owner or Occupier of the Residential Lot Strata Scheme is not permitted to place any window treatments in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme.

4 Outdoor furniture and landscaping

4.1 Balcony furniture and landscaping

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme does not need consent from the Building Management Committee to keep outdoor furniture on the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme provided that the outdoor furniture is:

- (a) of a high quality and finish, commensurate with the quality of the Building and is in keeping with the appearance of the Building (lightweight injection moulded furniture is not permitted on balconies); and
- (b) kept in good condition and does not detract from the appearance of the Lot or the Building; and
- (c) is not capable of falling or being blown by wind off the balcony.

4.2 Fixing items to a Balcony

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must have consent from the Building Management Committee to fix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme.

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4.3 Maintaining outdoor furniture

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must properly maintain furniture on the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme and ensure that the furniture is clean and tidy at all times.

4.4 Landscaping on Balconies

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme does not need consent from the Building Management Committee to keep landscaping on the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme provided that all elements of the landscaping (for example, planter boxes and plants) are of a high quality and finish, commensurate with the quality of the Building and are in keeping with the appearance of the Building.

4.5 Maintaining landscaping

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must:

- (a) regularly maintain landscaping on the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme;
- (b) ensure that the landscaping is kept neat and tidy at all times;
- (c) ensure that no landscaping hangs or grows over the edge of the balcony or impinges on the views or amenity of other occupants of the Building; and
- (d) when a Member or Occupier is watering landscaping on the balcony, ensure that no water enters another part of the Building and no damage is caused to another part of the Building.

4.6 Removing furniture and landscaping

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must immediately remove furniture and landscaping from the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme if:

- (a) a Member or Occupier does not comply with the obligations under this **clause 4**; or
- (b) the furniture or landscaping causes (or may cause) damage to another part of the Building.

5 Security devices

5.1 Installing security devices

Subject to this **clause 5**, an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must have consent from the Building Management Committee to install security devices including, security doors or windows, screens grilles, alarms or locks in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme.

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5.2 Security doors and windows

The Building Management Committee may consent to an application to install a security door or window in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme if the door or window:

- (a) is finished in a colour that matches the existing door or window frame and glass; and
- (b) matches the full size of the existing door or window and does not detract from or dominate the existing detail.

However, the Building Management Committee will generally not consent to the installation of a security door to the entry door to a Lot in the Residential Lot Strata Scheme.

5.3 Alarms

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may install a security alarm in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme without consent from the Building Management Committee or the Owners Corporation if:

- (a) the alarm is a "back to base" facility;
- (b) the alarm is silent;
- (c) the alarm does not have flashing lights;
- (d) the installation is not attached to or interferes with Common Property (for example, is not attached to the ceiling of a balcony); and
- (e) the installation is not attached to or interferes with a Shared Facility.

5.4 Obtaining consent to install an alarm

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

- (a) Common Property, an Owner or Occupier must have consent from the Residential Lot Owners Corporation before the installation of the alarm; or
- (b) a Shared Facility, an Owner or Occupier must obtain consent from the Building Management Committee before the installation of the alarm.

5.5 Other security devices

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must have consent from the Building Management Committee to install any type of security device not contemplated by this clause 5. The Building Management Committee will generally consent to the installation of other security devices if:

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

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6 Barbecues

6.1 Rights

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may store and operate a portable barbeque on the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme if:

- (a) it is a type permitted under this clause 6;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) an Owner or Occupier keeps it covered when it is not in operation;
- (e) an Owner or Occupier keeps it clean and tidy; and
- (f) an Owner or Occupier comply with this clause 6.

6.2 Types of portable barbecues

The types of portable barbecues permitted under this clause 6 are a covered gas or electric portable barbeque. Solid fuel burning barbecues are prohibited.

6.3 Operating a portable barbeque

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may operate a portable barbeque only during the hours of 9:00 am and 9:00 pm (or during such other hours approved by the Building Management Committee).

6.4 Interference

If a portable barbecue is used on the balcony of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme, an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must not create smoke, odours or noise which interfere unreasonably with a Member or Occupier.

7 Signage

7.1 No signage in Residential Lot Strata Scheme

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must not erect, affix or display a sign in the Strata Lot.

7.2 Rights of the Developer

Despite any other provision in the Architectural Code, while the Developer is an Owner, the Developer may erect and display "For Sale" or "For Lease" signs in Lots and on Common Property without consent from the Building Management Committee or the Residential Lot Owners Corporation provided the erection of the signs does not interfere with the lawful use of a Lot.

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8 Common Property Works and Shared Facility Works

8.1 Common Property

If an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme proposes to carry out works in the Common Property for the Residential Lot Owners Scheme, a Member or Occupier must obtain consent from the Residential Lot Owners Corporation before carrying out the works. However, a Member or Occupier does not need consent from the Residential Lot Owners Corporation to carry out minor works inside the Strata Lot (for example, hanging pictures or installing shelving).

8.2 Shared Facilities

If an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme proposes to carry out Shared Facilities works, a Member or Occupier must obtain consent from the Building Management Committee before carrying out the works.

9 Works affecting the External Appearance

9.1 General residential obligations

If an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme proposes to carry out external appearance works to the Common Property of the Residential Lot Strata Scheme, an Owner or Occupier must obtain consent from the Building Management Committee before carrying out the works.

9.2 Powers of the Committee

The Building Management Committee has the power to require an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme to remove any item they have placed, installed or retained in the Common Property in the Residential Lot Strata Scheme in their part of the Building if it alters the external appearance of the Building if:

- (c) a Member or Occupier does not have consent from the Building Management Committee and/or relevant Authorities; or
- (d) it detrimentally affects the external appearance of the Building.

9.3 Residential Colour schemes and paint work

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must have consent from the Building Management Committee to change the colour or surface of any wall, window, door, floor, ceiling or other surface in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme if:

- (a) the wall, window, door, floor, ceiling or other surface is visible from outside a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme; and
- (b) the proposed colour or surface changes or is not in keeping with the external appearance of the Building.

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10 Acoustic controls

10.1 Purpose

The purpose of this **clause 10** is to maintain acceptable levels and duration of noise transmission for the Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme. It is important that an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme attempts to minimize noise they create which might interfere with neighbours. To achieve this, this **clause 10** provides controls about important issues like holding parties and playing musical instruments.

10.2 General obligations

The requirements in this **clause 10** are at all times subject to any nuisance or interference which may be generated by particular activities. For example, under **clause 10.6** ("Playing musical instruments") of this schedule an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may practice or play musical instruments between certain hours. However, a Member or Occupier 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.

10.3 Noise which affects your neighbours

Subject to this **clause 10**, an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must not make noise which might unreasonably interfere with the use and enjoyment by another Member or Occupier of the Building.

10.4 Equipment and machinery

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must ensure that equipment and machinery in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme does not cause vibrations or noise in another part of the Building (for example, tread mills, weight machines or washing machines).

10.5 Using power tools

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may use power tools (for example, impact drills, electric saws or angle grinders) only between the hours of 8.30 am to 5.30 pm Mondays to Friday and 9.00 am to 3.00 pm on Saturdays. An Owner or Occupier must not use power tools on Sundays or public holidays in New South Wales.

10.6 Playing musical instruments

Subject to this **clause 10**, an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme may play or rehearse on musical instruments (other than percussion instruments) only between 9.00 am to 8.00 pm. An Owner or Occupier must not play or rehearse on percussion instruments.

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10.7 Playing music

Subject to this clause 10, an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must not play live or other music which exceeds 65dB (A) at the boundary of the Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme before 8.00 am and after 10.00 pm (or another hour specified by the Building Management Committee acting reasonably).

10.8 Inside a Strata Lot

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must not:

- (a) carry out exercises in a Strata Lot for the Residential Lot Strata Scheme which result in rapid foot impact on the floor (for example, aerobics or running on the spot) if this causes noise or vibrations in adjoining Lots; or
- (b) unnecessarily create noise or vibration by knocking or banging against walls separating a Strata Lot for the Residential Lot Strata Scheme from another Lot.

10.9 Obligations for floor coverings in By-Laws

The by-laws for Residential Lot Strata Scheme may require an Owner or Occupier of a Strata Lot in the Residential Strata Scheme or Common Property in the Residential Lot Strata Scheme to cover or treat the floors in a Strata Lot to stop noise transmission which disturbs other Owners and Occupiers.

11 Some prohibitions

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must not:

- (a) attach anything to or hang anything from a balcony; or
- (b) install a solid fuel burning appliance in the Residential Lot Strata Scheme; or
- (c) enclose the balcony of a Lot not already enclosed; or
- (d) hang clothes, washing or similar items in any area that is visible from a public space; or
- (e) attach or hang an aerial or wires outside a Lot.

12 Application process

12.1 Making an application

The Building Management Committee may, either generally or in specific cases, specify the plans, drawings and other documents which an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must submit with an application under the Architectural Code.

12.2 What information must be included in an application?

If an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme Member or Occupier makes an application under the Architectural Code, the application must:

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- (a) be in writing;
- (b) include the plans, drawings and other documents specified by the Building Management Committee according to this **clause 12** for the type of works for which an Owner or Occupier is seeking approval, which may include:
 - (i) a certificate that any proposed works will comply with the Building Code of Australia;
 - (ii) engineers certificate for any proposed structural works;
 - (iii) specifications for any proposed works and the proposed construction methodology; and
 - (iv) details of any proposed use of Shared Facilities or common areas of the Building, or alterations to Shared Facilities or common areas of the Building that may be caused by the proposed works; and
- (c) include enough information to give the Building Management Committee enough information to make a decision about the application.

12.3 Lodging your application

An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must address the application to the Strata Manager or the strata manager for the Residential Lot Owners Corporation (depending on who may give consent to the application).

12.4 Discretion

The Building Management Committee and the Residential Lot Owners Corporation may act in their absolute discretion when they make decisions about applications. They are not bound by their past decisions.

12.5 Appointing consultants

The Building Management Committee and the Residential Lot Owners Corporation may appoint consultants to review and make recommendations about applications to it under the Architectural Code (for example, an architect or engineer for applications affecting the external appearance).

12.6 Paying the costs for a consultant

The Building Management Committee or the Residential Lot Owners Corporation may require an applicant to pay the reasonable costs of consultants they appoint under this **clause 12**.

12.7 Time frame for making a decision

Subject to this **clause 12**, the Building Management Committee or the Residential Lot Owners Corporation must review and make a decision about an application within 20 Business Days after receiving the application (or another period agreed between the parties).

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

If the Building Management Committee or the Residential Lot Owners Corporation appoints a consultant to review and make recommendations about an application, the Building Management Committee or Residential Owners Corporation must make a decision about the application within 20 Business Days after the consultant's makes a recommendation to the Building Management Committee or

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the Residential Owners Corporation (or another period agreed between the parties).

12.9 Notifying the applicant of a decision

The Building Management Committee and the Residential Lot Owners Corporation must immediately advise an Owner or Occupier in writing when they have made a decision about an application. The advice must clearly describe any conditions which attach to the approval and, if the application is not approved, explain in detail the reasons for the decision.

13 Approval process

13.1 Conditional approvals

The Building Management Committee and the Residential Lot Owners Corporation may make conditions if they approve an application. The conditions may include:

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

13.2 Revoking approval

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

13.3 Additional obligations for the Residential Owners Corporation

The Residential Owners Corporation must promptly:

- (a) advise the Building Management 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 Building Management Committee with a copy of the application by the Owner or Occupier to carry out works and the consent given by the Residential Lot Owners Corporation.

13.4 Notice of works on Common Property

The Residential Lot Owners Corporation must promptly:

- (a) advise the Building Management Committee in writing when the Residential Lot 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 Building Management Committee with details of the works carried out.

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14 Procedures for carrying out work

14.1 Procedures before you carry out work

Before an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme carries out works in Building, they must:

- (a) arrange with the Building Management Committee and, where appropriate, the Residential Lot Owners Corporation a suitable time and means by which to access the area in which work will be carried out;
- (b) comply with the reasonable requirements of the Building Management Committee and the Residential Lot Owners Corporation about the time and means by which an Owner or Occupier must access the Building 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 Building Management Committee and the Residential Owners Corporation about the times and means by which they must access the Building to carry out the work.

14.2 Procedures when you carry out work

When an Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme carries out works in the Building, they must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Building Management Committee or the Residential Owners Corporation;
- (b) carry out the work in a proper manner and to the reasonable satisfaction of the Building Management Committee and, where appropriate, the Residential Owners Corporation;
- (c) regularly remove debris and leave all area of Shared Facilities and Common Property clean and tidy for all periods during which work is carried out; and
- (d) repair damage caused to Shared Facilities, Common Property or the property of a Member, Owner or Occupier; and
- (e) on completion of the works provide the Building Management Committee such certification as may reasonably be requested by the Building Management Committee; and
- (f) provide the Building Management Committee (and any representative of the Building Management Committee) access to the Strata Lot and/or Common Property at all reasonable times to inspect the works.

15 Building Management Committee may carry out work

15.1 Building Management Committee rights

- (a) The Building Management Committee may do anything on or in a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme:
 - (i) which should have been done under this Architectural Code but has not been done or has not been done properly;

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- (ii) to comply with this Architectural Code, including remedying, removing or restoring anything on that Lot which is prohibited under this Architectural Code; or
- (iii) to gain access to Common Property in the Residential Lot Strata Scheme for any reasonable purpose.
- (b) If **clause 15.1(a)** applies, the Building Management Committee (including any representative, Contractor or agent) is entitled to:
 - (i) enter and remain on the Strata Lot or Common Property for as long as is necessary; and
 - (ii) recover any costs associated with carrying out works under this Architectural Code from the Owner.

15.2 Notice

- (a) An Owner or Occupier of a Strata Lot in the Residential Lot Strata Scheme or Common Property in the Residential Lot Strata Scheme must consent to the Building Management Committee entering onto a Strata Lot or the Common Property to carry out work reasonably required to discharge or give effect to the Building Management Committee's obligations to repair and maintain the area so long as:
 - (i) reasonable notice is given to the Owner and Occupier whose Strata Lot the Building Management Committee must enter; and
 - (ii) the Building Management Committee uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.
- (b) This **clause 15** is in addition to the powers of the Building Management Committee may have under Law.

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Schedule 3

Section 7, Conservation Management Plan

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CONSERVATION Management PLAN

HOTEL MANSIONS



CONSERVATION POLICIES



Figure 16: The rear elevation of Hotel Mansions presents an image of a building requiring immediate restoration in order to conserve the building for future generations.

7.0 CONSERVATION POLICIES

7.1 GENERAL POLICIES

These policies arise out of the Statement of Significance for Hotel Mansions. The policies provide practical information to guide planning and works and are based on the principles of the Burra Charter (1999) of ICOMOS Australia.

1 Implementation and Management

1.1 Use of the Conservation Management Plan

The conservation plan provides policies to guide decision-making and development. It also provides practical information to guide documentation works. The conservation plan meets the requirements of the Local Environmental Plan for submission with development applications. It also serves as a reference document for historical and physical information about the building.

Policy 1.1.1

The policies and detailed discussions within this Conservation Management Plan are to be considered at all stages during development and conservation works.

Policy 1.1.2

Copies of this Conservation Management Plan are to be lodged with the City of Sydney Council, the Sydney City Library and the State Library of New South Wales.

Policy 1.1.3

The Conservation Management Plan is to be reviewed every five years and when otherwise required.

Policy 1.1.4

Individually prepared Statements of Heritage Impact are to be prepared to accompany development applications.

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Policy 1.1.5

In accordance with this Conservation Management Plan and the Environmental Planning and Assessment Act 1979 (NSW) and Heritage Act 1977 (NSW), approvals are to be sought after for development and/or conservation works.

Policy 1.1.6

Any significant items (including individual aspects of building fabric) are to be archival recorded in accordance with NSW Heritage Office Guidelines and lodged with the appropriate agencies as indicated in Policy 1.1.2.

Policy 1.1.7

Brief all those working in the building i.e. Tenants, office staff, performers, on the conservation of the place and the need for care. This may be in a one page briefing note, and/or sign, video, etc.

Policy 1.1.8

Provide relevant specific detailed information, to all levels of owners and users, extracted from conservation documents including this CMP, and any future Maintenance Plan, Interpretation Plan or other similar documents.

Policy 1.1.9

Prepare a 'Carers' Guide' in lay terms, and make it readily available to inform all those involved in working on the place, eg. Construction workers, tradespeople, etc.

Policy 1.1.10

Continue to use and update documents developed during adaptive reuse to record the condition and works carried out to significant items retained and items to be monitored for corrosion, structural integrity, etc.

Policy 1.1.11

Carry out in the medium to long term, the further research identified in this plan and including social and oral history.

Policy 1.1.12

Compile and maintain, on site, current and historical documentary material such as photographs, maps, plans, drawings and reports relating to the construction and conservation of the buildings.

1.2 Approach to Conservation

Conserve and develop Hotel Mansions in accordance with the Conservation Management Plan and the Burra Charter of ICOMOS Australia.

Policy 1.2.1

This CMP and the principles of the ICOMOS Burra Charter Australia (revised 1999) should guide the approach to the conservation of Hotel Mansions.

Policy 1.2.2

Retain the cultural significance of the place, including the aesthetic, historic, scientific, social or spiritual value for past, present or future generations as set out in the statement of significance in the CMP.

Policy 1.2.3

Ensure the conservation of the place, using all the processes for care of the place including maintenance, preservation, restoration, adaptation and interpretation to retain the cultural significance embodied in its fabric, setting, use, associations, meanings, records, related places and related objects.

Policy 1.2.4

Consider the buildings as a whole, any additional works to the building shall seek to bridge the architectural gap between the Victorian and Art Deco elements.

Policy 1.2.5

The contributions of all aspects of a place should be respected (Burra Charter: Article 15.4).

Policy 1.2.6

The approach to the building fabric and contents is to be one of minimal intervention consistent with the place's conservation.

Policy 1.2.7

Change may be necessary to retain cultural significance, but it is undesirable where it reduces cultural significance (Burra Charter 15.1).

Policy 1.2.8

Use the cultural significance of the place and its appropriate interpretation to guide any changes made to the place (Burra Charter: Article 15.1).

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CONSERVATION POLICIES

Policy 1.2.9

The impact of proposed changes on the cultural significance of the place should be analysed with reference to the Statement of Significance and the policy for managing the place.

Policy 1.2.10

Ensure that changes, which reduce cultural significance, are reversible and are reversed when circumstances permit (Burra Charter: Article 15.2).

Policy 1.2.11

Minor demolition of significant fabric may be appropriate as part of conservation (which includes adaptation). Removed significant fabric should be reinstated when circumstances permit (Burra Charter: Article 15.3).

Policy 1.2.12

Where change to or removal of fabric is necessary it should preferably be fabric which is intrusive or of slight significance. If significant fabric is removed it should only be to allow conservation of fabric of greater cultural significance or if it essential for the conservation of the place as a whole.

Policy 1.2.13

Carry out urgent works whenever they are identified if the conservation of the place is threatened.

1.3 Site Management

The effectiveness of the Conservation Management Plan depends on how it is implemented. The existence of a management structure and an understanding of who is responsible for the implementation of the Conservation Management Plan are essential for the site. These policies cover management structures and mechanisms. A steering committee or similar group needs to be established to perform in an overseeing role. However, conservation management should be pursued as an active day-to-day responsibility. It is not adequate to have a committee in a conservation management role and it should be the active responsibility of an appropriately skilled person.

Policy 1.3.1

Obtain endorsement of the Hotel Mansions CMP from the Sydney City Council prior to any works being carried out.

Policy 1.3.2

Ensure the endorsed CMP is adopted by the building owner and current and future lessees and occupiers, as a basis for the future management of the site.

Policy 1.3.3

Refer to the CMP and responsibility for conservation and maintenance in any lease, sale or other ownership or control agreement affecting the building.

Policy 1.3.4

Coordinate development and conservation work and care and management for the building as a whole.

Policy 1.3.5

Manage the building to ensure that conservation aims and responsibilities are understood and complied with by all parties involved with the place including government, developers, temporary and end users.

Policy 1.3.6

Integrate conservation and development planning, design and construction for all stages ensuring continuity of approach and management of incremental change.

Policy 1.3.7

Management of the conservation and preservation of Hotel Mansions should be supervised by the Heritage section of the Sydney City Council and representatives of TOGA.

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Policy 1.3.8

Appoint a 'project coordinator' integrated into the site management structure, to implement the conservation policies contained in the CMP, including mechanisms for the stabilization, short and long term conservation of the place. Ensure that an appropriately skilled individual makes decisions and reports to the steering committee or other overseeing group.

Policy 1.3.11

Site management should provide temporary users with information so they understand the significance and provide guidance for design approaches.

Policy 1.3.12

Secure the site during all phases of planning and site development and ensure there is a mechanism and funds to carry out any urgent works identified during the project.

2. *Conserving the fabric*

2.1 *Hotel Mansions*

The significance of Hotel Mansions relies on its physical and historical relationship to the Kings Cross area, and the open spaces, circulation, moveable items and services that form part of the total infrastructure. The conservation, restoration and adaptation provide an opportunity for an outstanding adaptive reuse and interpretation project.

Policy 2.1.1

Retain and enhance the heritage significance of Hotel Mansions.

Policy 2.1.2

Retain, develop and interpret the physical and social relationships between Hotel Mansions and the Kings Cross area.

Policy 2.1.3

All aspects of the site are significant in some degree, including the buildings, adjoining spaces, circulation patterns, moveable heritage, fixtures and fittings, and some services and the relationship to adjacent buildings. Do not put unwarranted emphasis on any one aspect as architectural features on any stage of the initial development phase.

Policy 2.1.4

The Victorian element of Hotel Mansions holds the highest level of significance due to the retention of significant sections of the plasterwork and balustrades within the hallways and individual rooms. Emphasis is to be given to the retention of the Victorian plasterwork and detailing within the public areas (hallways and common areas).

Within individual rooms as far as possible, practical examples of the Victorian elements are to be retained, however it is acknowledged that due to upgrading works required for fire regulations, BCA standards and acoustic requirements, complete retention in units may not be possible.

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2.2 Conservation

Maximizing the amount of original fabric retained is important if Hotel Mansions is to maintain its authenticity and significance. If there is a choice available, retain existing fabric, e.g. in general paint over sound old paint rather than strip it back; when repairing embedded downpipes do not unnecessarily disturb the brickwork. If original material has to be removed, ensure it is recorded. Records made before intervention is intended to add to the documentary evidence of the place and should include photographs and plans locating all items involved.

Policy 2.2.1

Use only appropriately skilled tradespeople or professionals with demonstrated experience to carry out and supervise any work, for example, a conservation architect for project control, skilled bricklayers for brickwork, specialized machine fitters for machinery. Seek proof of their skill level. Encourage the training of apprentices and tradespeople in higher skills where appropriate during the works.

Policy 2.2.2

Conserve significant fabric by repair, maintenance, restoration and preservation. Conserve individual elements according to their significance. Refer to Section 4 and the table earlier in this report that shows the recommended approach for fabric of each level of significance.

Policy 2.2.3

Remove intrusive elements identified in Section 4 of this report as they detract from the heritage significance of the place.

Policy 2.2.4

Prioritise conservation work according to conservation needs. Address unstable fabric or deterioration that endangers significant fabric first.

Policy 2.2.5

Give priority to keeping the building watertight and disposing of stormwater and preventing water entry into building fabric.

Policy 2.2.6

During documentation and work, retain the maximum amount of significant fabric and patina consistent with the preservation of the element and in relation to the relative significance of the element. Replacements are of less heritage value than the original fabric and any intervention required should be in areas of new fabric to avoid original fabric.

Policy 2.2.7

Reconstructing elements to a known earlier state is acceptable if it is required for conservation, if it enhances the significance, does not distort existing evidence and allows interpretation of the change. Reconstruction is not generally necessary for conservation and repair. Preservation is to have priority.

Policy 2.2.8

Before any intervention, record existing fabric that has to be altered or removed, for example in order to repair the structure, or to reveal aspects of the building's significance. Retain the record, and if applicable, retain a sample on site.

Policy 2.2.9

If fabric must be removed from buildings preferably reuse it near to its original location and interpret the use. If removed fabric is appropriate for reuse in future works, carefully stockpile and tag. Protect it from deterioration and theft and keep a list of the items.

Policy 2.2.10

Employ traditional techniques in conservation work. Only use modern techniques where there is a firm scientific basis supported by evidence of the performance of the technique in use.

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CONSERVATION POLICIES

2.3 Maintenance

These policies recognize that maintenance is an important conservation process. A Long-term Maintenance Plan should be developed and coordinated with the management and use of the place. For example, general clearing of the drains can be integrated with regular cleaning of the place. The Maintenance Plan should be subject to regular review.

Policy 2.3.9

Ensure that surviving historic services and fittings are retained during conservation and maintenance. Where new services are required to significant areas, add by further layering and distinguishing old from new.

Policy 2.3.1

Prepare a Maintenance Plan for Hotel Mansions. Include regular inspections, outline who is responsible for various aspects of it and allow for prompt follow-up maintenance and repair if required.

Policy 2.3.2

Preserve the fabric (in the short term) by stabilizing deterioration – including making watertight, structurally stable and safe and adequately disposing of stormwater.

Policy 2.3.3

Conserve the fabric (in the longer term) by continuing maintenance, the single-most important process of conservation.

Policy 2.3.4

Undertake regular inspections and maintenance by persons skilled in the conservation of buildings and machinery of this nature and with an understanding of the heritage value of Hotel Mansions.

Policy 2.3.5

Conserve the fabric of the place by preservation, stabilization and continuing maintenance.

Policy 2.3.6

Commit to ongoing and adequate financial resources to the development and implementation of a Maintenance Plan covering annual and long-term preventative maintenance.

Policy 2.3.7

Commit ongoing and adequate financial resources to corrective and planned maintenance.

Policy 2.3.8

Repair rather than replace significant fabric disturbed during maintenance works.

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CONSERVATION POLICIES

2.4 Buildings

As long as health and safety regulations are observed and the integrity of the building is not compromised, the recommended approach to conservation is minimal intervention. Retain the building fabric and fixtures in situ and where possible, leave contents and objects that contribute to cultural significance in situ as well.

Policy 2.4.1

The approach to the building fabric and contents is to be one of minimal intervention consistent with the place's conservation (Burra Charter: Article 3 & 21).

Policy 2.4.2

The contents should generally remain in situ and be conserved (Burra Charter: Article 10).

Policy 2.4.3

Only undertake intrusive, physical investigation of the building fabric or machines if necessary and unavoidable, e.g. inspection of footings or downpipes or the inspection of the moving parts of the machinery. Keep interventions to a minimum (Burra Charter: Article 28.1).

Policy 2.4.4

Undertake physical inspections of building fabric every two years or when extreme climatic conditions dictate (e.g. Major storms).

Policy 2.4.5

Retain samples of the varying types of elements of joinery including windows, doors, architraves, stairs, skirting boards, etc.

Policy 2.4.6

Where a choice exists, retain significant items, buildings and contents, especially machinery in situ and conserve.

Policy 2.4.7

Repair masonry with lime mortar, not cement, and do not unnecessarily clean or apply anti-graffiti or water-repellent coatings unless researched and recommended by a conservation architect in each case for this site.

2.5 Archaeology

The current philosophy regarding the conservation of archaeological relics is that they are best conserved by remaining undisturbed. Locate new works, such as service trenches.

Policy 2.5.1

Before undertaking any form of excavation, refer to this report and the sequence of historic plans to assess if any underground remains can be predicted.

Policy 2.5.2

Leave archaeological relics in situ and adopt strategies for development that avoid archaeological remains or interpret archaeological remains in new fabric or fit outs.

Policy 2.5.3

Do not undertake archaeological investigation unless relics will be disturbed by other work or if required for interpretation.

Policy 2.5.4

Intervention for archaeological investigation, other than associated with conservation and re-use, must only proceed on the basis of an explicit proposal from a skilled professional and an excavation permit under the Heritage Act 1977 Amended 2001, must be obtained (Section 139).

Policy 2.5.5

During construction works, avoid disturbing known archaeological remains. Where it is known from an archaeological survey that remains are in the vicinity of excavation for new building works, an archaeologist must maintain a watching brief (permit required Section 139 Heritage Act 1977 Amended 2001).

Policy 2.5.6

If archaeological remains are unexpectedly disturbed, cease work and engage an archaeologist who will apply for an archaeological excavation permit (Heritage Act 1977 Amended 2001) before any further work is undertaken.

Policy 2.5.7

Where underground services are discovered, assessment shall be made of their significance and whether they are active before disturbance or removal.

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3.0 Cultural Identity

3.1 Cultural Landscape

The association of Hotel Mansions with the Kings Cross/Potts Point area is fundamental to the understanding of the historical significance and the interpretation of the place. The character of the buildings should not be altered to create a landscape that was not there and consideration should be given to maintaining a connection to the leisure industry within the area.

Policy 3.1.1

Retain the Art Deco and Victorian elements of the building. New works shall seek to bridge the gap between these elements through contemporary interpretations of the architecture.

Policy 3.1.2

Use materials and detail to retain the character of the place.

Policy 3.1.3

Keep new fencing, awnings and street furniture such as seating, bollards and light fittings in character with the scale of the building or utilise a simple modern design that is sympathetic to the character of the place.

Policy 3.1.7

The design and locality of signage should not detract from the visual character of the place. The placement of new or temporary signage directly on the heritage building is inappropriate.

3.2 Social

The statement of significance identifies the cultural and social associations with the community as a significant theme. The place was an integral part and catalyst of the development of Newcastle and the Hunter Valley.

Policy 3.2.1

Ensure the adaptive reuse, interpretation and new development at Hotel Mansions is undertaken with community consultation in the local area.

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3.3 Access and Interpretation

Interpretation is key to conveying the historical significance of Hotel Mansions to visitors, residence and the general public. Interpretation needs to be innovative, but not detract from the significance of the building as stated.

Policy 3.3.1

Prepare an interpretation strategy which covers the building as a whole.

Policy 3.3.2

Interpret the use of the place as a major hotel and entertainment facility since the 1880's.

Policy 3.3.3

Tell the story of the place, its processes, its products and people to visitors to the site through the fabric of the place and by interpretation.

Policy 3.3.4

Interpret on site the design and construction of the building and changes to it, the work done and the technology used in different parts of the building and changes to it, the workers and working conditions.

Policy 3.3.5

Interpret the place with a combination of elements including:

- Interpretive devices (pamphlets, displays and signs).
- Providing information about the building and its association with the Kings Cross/Potts Point area.
- Restoration and, where appropriate, reconstruction of fabric.

Policy 3.3.6

Include information contained in the Conservation Analysis and Statement of Significance in interpretation of the place and provide relational material as well as item and/or building specific information.

Policy 3.3.7

Interpret contents and fitout and recover and conserve moveable heritage to assist interpretation.

Policy 3.3.8

Use further research e.g. on social history, to interpret the site and develop oral history projects and on-site events and activities accessible to the community.

Policy 3.3.9

Liaise with other site managers to establish a facility on site to enable the recording of and access to social history and information.

Policy 3.3.10

Signage should be contemporary not historicist, be of a high design quality, be fixed reflecting traditional patterns and placement of signs and should be succinct and clear and consistent across the site.

Policy 3.3.11

Consider interpreting the heritage of the place through contemporary activities in the building.

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4.0 New Work

4.1 Compatible Future Uses

The building still operates as a functioning bar, with the hotel being abandoned since the early 1990's. Any new uses to this building should seek to add to, and or improve the overall significance of the building.

Policy 4.1.1

Keep any new uses of the place compatible with its cultural significance. Compatible uses enhance, retain or regain significance, require minimum intervention in the fabric, enhance the character of the place and include uses relating to the farm.

Policy 4.1.2

Consider future uses for the heritage building in the light of the following:

- Sympathetic to heritage significance
- Sympathetic to the building's configuration
- Utilisation of traditional entry points and circulation routes.
- Retention of significant fabric
- Do not result in unacceptable levels of wear and tear
- Retention and enhancement of the Victorian railway character.

Policy 4.1.3

Discourage uses that:

- Lessen, obscure or confuse the historical associations of the place
- Do not take advantage of the interpretation potential
- Maintain the links to the Victorian Railway and industrial heritage.

Policy 4.1.5

Make the minimum changes necessary to accommodate new uses.

Policy 4.1.6

The most compatible uses do not change the division of internal spaces retaining the original spatial qualities however it is acknowledged that this may be difficult to achieve.

Policy 4.1.7

It is preferable to select the use whose requirements are suitable for the space, rather than modifying the space to suit tenant.

Policy 4.1.8

It is desirable that new uses require a similar level of services to that existing. If more services are needed or highly serviced spaces the use should allow location of functions requiring small spaces and heavy servicing together in new structures within the existing building.

Policy 4.1.9

Possible compatible future uses could include bed and breakfast, arts galleries, hotel/motel, individual private offices, restaurant, subject to the following:

- Minimise the subdivision of spaces
- Do not impact on the operations of the farm
- Contribute to the growth and development of the farm
- Educate the community as to the development of the region.

Policy 4.1.10

Consideration should be given to the retention of the existing layout and fabric of the hallways. These areas hold significant levels of historical fabric and should be restored rather than replaced. All new work, including new services, new fabric and structural alterations should occur within the individual rooms. These have been altered substantially over time and hold little historical significance.

Policy 4.1.11

Excavation of basement area is to only be undertaken after structural assessment and certification by an appropriately qualified and experienced structural engineer.

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4.2 PRINCIPLES OF ADAPTION

To allow new uses, and continue existing uses, adaption of the existing buildings will be necessary. This will involve change to the physical fabric of the place. Changes should be designed to minimise removal of significant fabric and to retain significant spaces.

Policy 4.2.1

Adaption should consider the following:

- Cultural significance should not be compromised
- The relationships between the buildings and the landscape should be conserved and enhanced
- Fixtures, fittings and modern services should not damage or compromise significant fabric or spaces
- Minimal change is preferable
- Suitability of the works to the buildings character

Policy 4.2.2

The level of adaption to the building must be derived from an understanding of the relationship of the buildings to the site.

Policy 4.2.3

Reflect spatial arrangements in new development, the relationships and connections between building and its material and scale.

Policy 4.2.4

Retain significant spaces, materials and details, scale, colour, texture and quality in any new development.

Policy 4.2.5

Do not obscure or overwhelm significant fabric with new development.

Policy 4.2.6

Retain some of each significant type of view within and through interior spaces either by siting/location, by transparency or by limiting bulk and scale of new work.

Policy 4.2.7

Appropriately reference any historical machinery or artefacts on site.

Policy 4.2.8

Adaption should allow the former functions to be seen and understood.

Policy 4.2.9

Utilise new work as an opportunity to enhance or recover significance and interpret it.

Policy 4.3.10

New door openings are not to be made except for required escapes. Match the detailing of existing openings in any new door openings.

Policy 4.3.11

Use modern finishes for new work to distinguish new from old and do not apply finishes to deliberately make new work look old.

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CONSERVATION POLICIES

7.2 SPECIFIC DETAILED POLICIES

These recommendations for the buildings do not stand alone but should be considered in relation to the proceeding general policies and the understanding of the buildings outlined in the Statement of Significance.

5.0 Building Fabric

5.2 Recording

Some of the original drawings of the building are available and some of the later additions, however there is not a complete set. There is general measured drawings of the building from initial construction to the current day. The building fabric and its condition should be assessed in detail and recorded to understand the extent of conservation necessary. Any work done should be recorded so there is a basis in the future to monitor defects and the success of repairs. Recording should be with a full range of techniques including drawings, photographs

Policy 5.1.1

Survey the building fabric in detail as a basis for documentation and review the policies and recommendations in the light of the detailed survey.

Policy 5.1.2

Undertake detailed recording, including photographic, measured details and video, prior to commencement of major works.

Policy 5.1.3

Record major works including as built drawings and photographic records.

5.2 INVESTIGATION AND TESTING

Repair methods need to be devised in advance for individual problems rather than finding problems during the contract period. Scientific and physical investigation is needed as part of, documentation of works. This is to assess elements to understand both obvious and latent defects and to devise conservation methods and techniques prior to major works and as part of the documentation process.

Policy 5.2.1

Investigations are to be undertaken on, but not restricted to, the following elements:

- Roof elements and stormwater systems
- Paint, composition and colour
- Corrosion of metals
- Stability of masonry
- Composition of mortar
- Types of brick and sandstone
- Nature of salts in masonry
- Desalination methods
- Nature of moisture in masonry
- Building foundations and structure

Policy 5.2.2

Develop specific testing and repair methods for the following elements. Test new techniques for repair on site before final methods are selected. Do not place test panels in prominent locations. Methods and testing are to be prepared and undertaken on, but not limited to:

- Roof elements and stormwater systems
- Paint, composition and colour
- Corrosion of metals
- Stability of masonry
- Composition of mortar
- Types of granite and sandstone
- Nature of salts in masonry

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- Desalination methods
- Nature of moisture in masonry
- Brick and stone cleaning
- Repointing
- Bricklaying
- Epoxy patching of stone
- Patching methods generally
- Stabilising treatments for finishes
- Building foundations and structure

5.3 STRUCTURE

Stabilize major structural defects and monitor cracks for movement and stabilize if necessary. Existing cracks and repairs should be monitored that movement/subsidence has halted.

GENERAL

Policy 5.3.1

Carry out structural repairs to all corners and works to halt deterioration of structural elements.

Policy 5.3.2

Monitor structural defects in detail, by an engineer, for continuing movement, extent of movement and to check repair strategies.

Policy 5.3.3

Inspect the building for water and termite damage, repair as required.

Policy 5.3.4

A structural engineering report is to be undertaken on Hotel Mansions with the recommendations of the report to be completed in full.

Policy 5.3.5

The buildings are to be inspected for termite damage, recommendations as to further works required are to be determined on completion of the inspection.

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5.4 ROOF

Conserve roof form and significant fabric, maintain regularly and when carrying out major works, reinstate original details. Repairs to roof and stormwater disposal systems have a high priority to ensure watertightness.

GENERAL

Policy 5.4.1

Any future work to the roof is not to detract from the integrity of the original structure and system.

Policy 5.4.2

Downpipes are to be modified to drain away from the foundations of the building, preventing further water damage.

Policy 5.4.3

Check and replace where necessary all existing flashing and ridge cappings, including around the chimneys and skylights.

Policy 5.4.4

Replace and re-fix corrugated Iron roof sheeting where necessary. Any replacement of roof is to be undertaken using weathered corrugated Iron sheeting.

Policy 5.4.5

Conserve the roof truss system through maintenance. Monitor and treat corrosion if necessary, particularly at connections.

5.5 MASONRY

Assess and make safe masonry as necessary and with minimal intervention. The tendency to 'clean up' the walls should be limited by these policies and by those on cleaning. Retaining features contributes to the historical Interpretation of the place. Extreme care will be required with repointing, as it is a highly specialised and difficult task. Testing panels and supervision are required to ensure correct mortar mixes, depth of repointing, cleaning of joints.

GENERAL

Policy 5.5.1

Repair cracked brickwork using materials to match the existing.

Policy 5.5.2

Document and carry out repairs to masonry.

Policy 5.5.3

Cleaning is generally unnecessary unless it is required for conservation.

Policy 5.5.4

Repoint open joints where they are allowing water to enter the walls. Ensure the repointing of masonry is done in lime or mud mortar to match existing. Repointing should match the original joint thickness and tooling. Do not use cement or circular saws to clear joints for repointing.

Policy 5.5.5

Consider bricks or stones from inside walls as a source of replacement bricks or stone if required for external walls. Turning bricks or stones may be appropriate in limited areas but is unnecessary on a large scale.

Policy 5.5.6

Materials such as bricks or stones may be used from stockpiles on the property of old buildings, or other sites where there is a match.

Policy 5.5.7

Aim to have new bricks or stones match both the colour and shape of the existing.

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Policy 5.5.8

Ensure that all repair or replacement work is carried out by a skilled stonemason under the guidance of a conservation architect.

Policy 5.5.9

Repair stone in situ, where possible, including redressing only where a stonemason advises this to be suitable.

Policy 5.5.10

Minor physical damage, may be left if it is not affecting the function of the stone or allowing water to enter.

Policy 5.5.11

Use of sand blasting as a method of cleaning is not recommended.

5.6 TIMBER, IRON SHEETING AND PRESSED METAL CEILINGS

From the 1850's the main materials used for the construction of externals walls was either timber weatherboard or corrugated iron sheeting. Unlike masonry, these materials are affected substantially by the weather and require constant attention and maintenance to ensure the significance is maintained.

General

Policy 5.6.1

Replace and/or repair damaged sections of timber panel with matching boards of similar species of wood, grain, thickness, style and colour.

Policy 5.6.2

Inspect for termite and water damage, repair if needed, repair termite damaged sections.

Policy 5.6.3

A continuous regular program of termite treatment of the entire building will be necessary to ensure that termite infestation is halted permanently.

Policy 5.6.4

All timber shall be stripped and repainted in traditional colours. The method for stripping of paint is to involve no chemicals and result in minimal damage to the timber.

Policy 5.6.5

Internal masonite and timber work is to be inspected for damage caused by water, structural movements or termites. Internal timber and masonite is to be replaced as required.

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CONSERVATION POLICIES

5.7 CLEANING, DESALINATION AND GRAFFITI REMOVAL Policy 5.7.5

Clean or desalinate building fabric carefully and only as necessary for conservation, graffiti removal or removal of intrusive coatings and vegetation. Cleaning has the potential to damage the stonework and woodwork and must only be done with careful consideration. Cleaning methods should be developed to address the material to be removed and the substrate. Granite can be cleaned with acid but sandstone must never be. Chemical residues in masonry can accelerate deterioration. Any chemicals used must not leave residues in the substrate.

Biocides and chemical cleaning agents should not leave chemical residues in the building fabric or have extreme pH values, nor abrade or stain. They should have low toxicity for the operator and low pollution risks.

Policy 5.7.6

Remove or minimise the sources of water causing salt damp by repair of downpipes, drains, flashings etc.

Policy 5.7.7

Where causes of damp are removed desalinate fabric prior to drying out to prevent damage by salt crystallisation.

Policy 5.7.8

Investigate and test appropriate methods of desalination including water washing, poulticing and sacrificial render.

Some areas of the buildings need to be treated to remove the build up of salts, which cause deterioration. If repairs are carried out without desalination the repair will fail. Salts may be different types e.g. Nitrates from sewage, and be varying solubility and potential for damage. The type of salt contamination and concentrations should be analysed and considered in determining the appropriate treatment.

Where downpipes are embedded in walls and have failed, these areas will be required to dry out prior to the carrying out of repair work.

Methods should be developed that are appropriate to each situation and should be considered with any cleaning proposed, stone repairs or repointing.

Policy 5.7.1

Do not overclean the original building fabric.

Policy 5.7.2

Using proven techniques, clean only as necessary for conservation and to remove damaging chemicals and pollutants or paint and to allow paint finishes, etc. To adhere to the walls.

Policy 5.7.3

Testing and sample panels are required before cleaning bricks and stone to assess if it is necessary or desirable and to develop appropriate and effective methods. Testing is to ensure that cleaning or finishes are not harmful to the fabric.

Policy 5.7.4

Biological growths should be treated with a biocide before removal.

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5.8 WINDOWS AND DOORS

Conserve early timber doors and windows as recommended in detail and limit insertion of new openings. The original windows for all heritage buildings would have been simple timber framed double hung windows. There is however a vast majority of original internal doors which have gone missing, it would be of significant conservation benefit if these or similar replacements could be located.

Policy 5.8.1

Conserve all original and early windows and doors, including original and replacement timber windows and doors.

Policy 5.8.2

Minimise damage to stone and brickwork during the treatment and maintenance of the timber windows and doors.

Policy 5.8.3

Generally make windows operable and conserve existing catches and operating systems.

Policy 5.8.4

Retain original glass where it remains. New glass may be matching or be clear.

Policy 5.8.5

Maintain original and early timber doors including patching with timber and/or epoxy and painting.

Policy 5.8.6

Repairs are to be by a Joiner skilled in conservation work.

Policy 5.8.7

All door and window locks are to be removed and reconditioned.

Policy 5.8.8

Original doors are to be reconditioned and reinstalled for continued use.

Policy 5.8.9

Investigation is to be undertaken into the sourcing of original or suitable replacement doors, architraves and skirting boards.

5.9 FLOORS AND SUB-FLOORS

The original floors included a range of rough finishes, from rough saw timber to machined timber floorboards. The original boards would have been the traditional 150mm boards, and for the benefits of conservation the existing boards should be replaced with an adequate supply of traditional 150mm boards.

Policy 5.9.1

Remove intrusive layers of carpet and vinyl carefully to reveal full extent of timber flooring in all applicable buildings.

Policy 5.9.2

Patch existing floor to provide an even surface. Record floor areas in all building and retain.

Policy 5.9.3

Inspect for termite or structural damage, initially undertake repair work in the sub-floor spaces prior to repairing floor.

Policy 5.9.4

Timber floors to remain uncovered are to be polished with either linseed oil or tung oil. No petroleum based floor polishes are to be used.

Policy 5.9.5

Replace damaged floor boards with boards of similar species, size and appearance. Boards to be replaced should be replaced from joist to joist retaining the layout of joins.

Policy 5.9.6

The existing narrow boards are to be replaced by 150mm floor boards.

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5.10 Finishes

Conserve significant finishes and continue to use appropriate finishes for existing fabric. The simplicity and nature of the finishes are an important element in the character of the buildings and contribute to the cultural significance of the place.

Policy 5.10.1

In any future conservation work, retain the traditional finishes of the buildings.

Policy 5.10.2

Maintain and do not diminish the character of the finishes.

Policy 5.10.3

Areas of traditional painted finishes may be painted over with like finishes.

Policy 5.10.4

Employ specialist tradespeople under experienced supervision to apply old finishes such as limewashing.

Policy 5.10.5

Do not over finish so that the place looks new.

Policy 5.10.6

If lead contamination is found from unstable paint surfaces encapsulate rather than remove significant paint finishes.

Policy 5.10.7

Do not paint or apply finishes to external exposed brick or stonework.

Policy 5.10.8

Treat doors and windows with conservation treatments as previously recommended but continue to finish with traditional paints.

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MANSION



BIBLIOGRAPHY AND REFERENCES

8.0 BIBLIOGRAPHY AND REFERENCES

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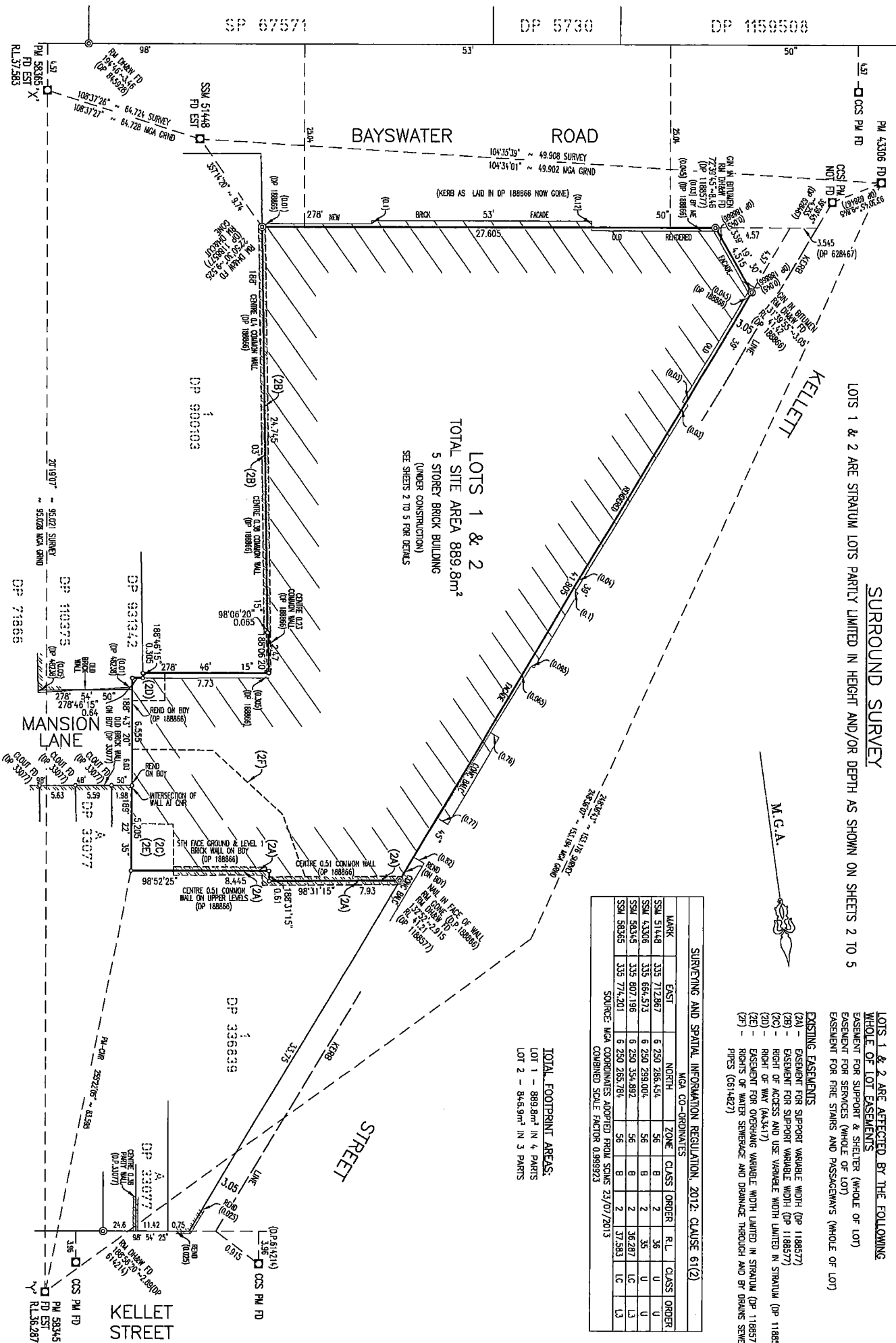
NSW Land Titles Office

Australian Biography Online

REGISTERED



18-10-2013



LOTS 1 & 2
 TOTAL SITE AREA 889.8m²
 5 STOREY BRICK BUILDING
 (UNDER CONSTRUCTION)
 SEE SHEETS 2 TO 5 FOR DETAILS

LOTS 1 & 2 ARE AFFECTED BY THE FOLLOWING
 WHOLE OF LOT EASEMENTS
 EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT)
 EASEMENT FOR SERVICES (WHOLE OF LOT)
 EASEMENT FOR FIRE STAIRS AND PASSENGERS (WHOLE OF LOT)

- EXISTING EASEMENTS**
- (2A) - EASEMENT FOR SUPPORT VARIABLE WIDTH (OP 1188377)
 - (2B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (OP 1188377)
 - (2C) - RIGHT OF ACCESS AND USE VARIABLE WIDTH LIMITED IN STRATUM (OP 1188377)
 - (2D) - RIGHT OF WAY (A4.34.17)
 - (2E) - EASEMENT FOR OVERHANG VARIABLE WIDTH LIMITED IN STRATUM (OP 1188377)
 - (2F) - RIGHTS OF WATER SEWERAGE AND DRAINAGE THROUGH AND BY DRAINS SEWERS PIPES (C614827)

SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 61(2)						
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.
SSM 51448	335 712.867	6 250 286.454	B	B	2	3.6
SSM 43306	335 664.573	6 250 299.004	B	B	2	3.5
SSM 98345	335 807.196	6 250 354.892	B	B	2	3.6287
SSM 98365	335 774.201	6 250 285.784	B	B	2	37.583
						LC
						LC

SOURCE: MGA COORDINATES ADOPTED FROM SPURS 23/07/2013
 COMBINED SCALE FACTOR 0.999923

TOTAL FOOTPRINT AREAS:
 LOT 1 - 889.8m² IN 4 PARTS
 LOT 2 - 845.9m² IN 3 PARTS

Surveyor: MITCHELL KEITH ARMES
 Date of Survey: 8/08/2013
 Surveyor's Ref: 110109 SUB

PLAN OF SUBMISSION OF LOT 1 IN
 D.P. 188866

LOCALITY: STONEY POINT
 SUBDIVISION NO: 4/2/2013

REGISTERED
 20.9.2013

DP1187798

Scale of 1:1000

BASEMENT LEVEL & BELOW

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

- EXISTING EASEMENTS**
- (A) - RIGHT TO USE HOIST 2.28 WIDE LIMITED IN DEPTH TO THE LEVEL PLANE (R.L.38.74) AND LIMITED IN HEIGHT TO THE STRUTTED LIMITED OF THIS SHEET
 - (B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (OP 1188577)
 - (C) - RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS (R.L. _____) AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THESE PLANES

Surveyor: MITCHELL KEITH AYLES
 Date of Survey: 8/08/2013
 Surveyor's Ref: 110109 SUB

PLAN OF SUBDIVISION OF LOT 1 IN
 D.P.1888866

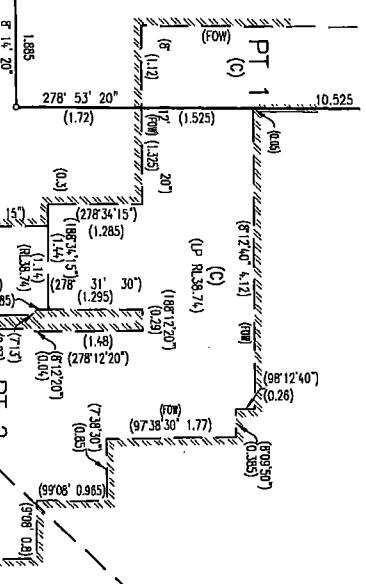
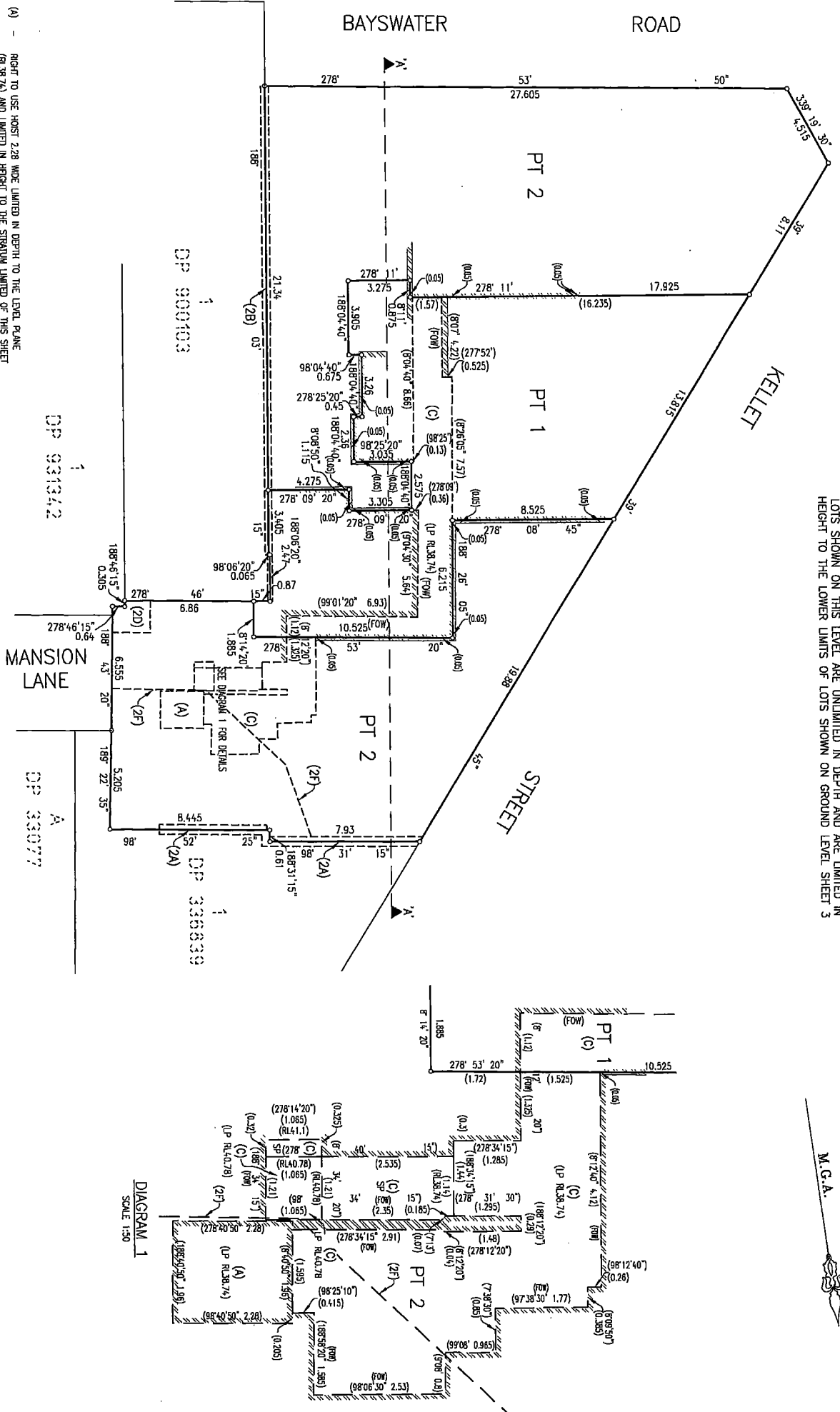
LOA: STONEY
 Locality: POTTS POINT
 Subdivision No: 42/2013
 Lengths are in metres. Reduction Ratio: 1:150(42)

REGISTERED
 20.9.2013

DP1187798

SEE SHEET 6 FOR SECTION 'A'-'A'

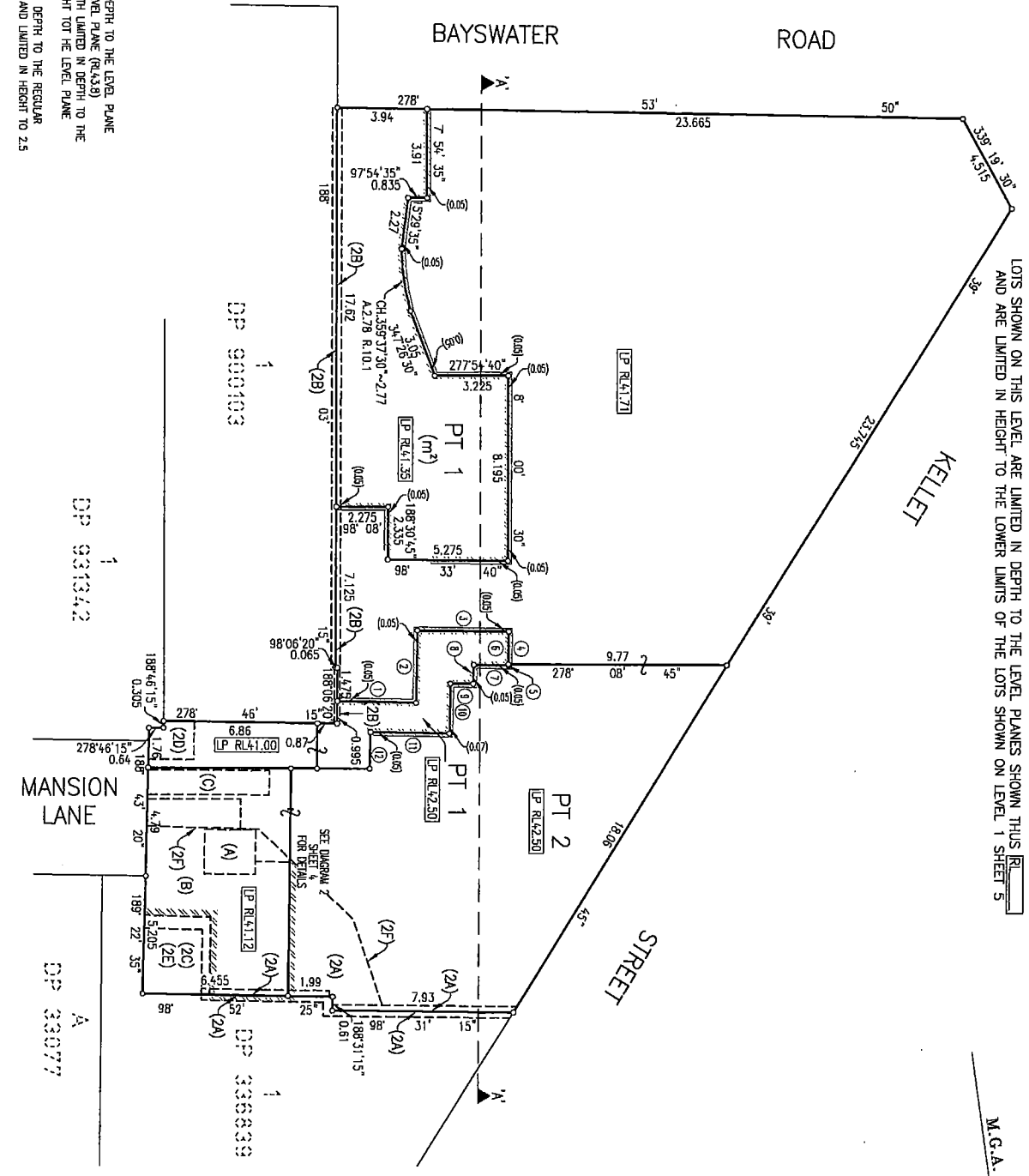
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M.G.A.

GROUND LEVEL

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN THUS R AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 SHEET 5



M.G.A.

No.	BEARING	DISTANCE
1	279°02'20"	3.65
2	188°44'30"	1.95
3	278°35'45"	4.015
4	8°56'15"	1.44
5	8°56'15"	0.095
6	8°56'15"	1.495
7	98°56'15"	1.505
8	8°56'15"	0.88
9	98°56'15"	1.015
10	8°56'15"	2.21
11	98°56'15"	3.65
12	8°56'15"	1.625

- (A) - RIGHT TO USE HOIST 2.28 WIDE LIMITED IN DEPTH TO THE LEVEL PLANE (RL4.1.12) AND LIMITED IN HEIGHT TO THE LEVEL PLANE (RL4.3.8)
- (B) - RIGHT TO USE GARAGE STORE VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE (RL4.1.12) AND LIMITED IN HEIGHT TO THE LEVEL PLANE (RL4.3.8)
- (C) - RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES SHOWN THUS (RL _____) AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THESE PLANES

EXISTING EASEMENTS

- (2A) - EASEMENT FOR SUPPORT VARIABLE WIDTH (OP 1188577)
- (2B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (OP 1188577)
- (2C) - RIGHT OF ACCESS AND USE VARIABLE WIDTH LIMITED IN DEPTH TO THE RIGHT OF WAY (A4.3.1.7)
- (2E) - EASEMENT FOR OVERHANG VARIABLE WIDTH LIMITED IN STRUTUM (OP 1188577)
- (2F) - RIGHTS OF WATER SEWERAGE AND DRAINAGE THROUGH AND BY DRAINS SEWERS PIPES (G614827)

SEE SHEET 6 FOR SECTION 'A-A'

Surveyor: MITCHELL KEITH AYRES
 Date of Survey: 8/08/2013
 Surveyor's Ref: 110109 SUB

PLAN OF SUBDIVISION OF LOT 1 IN
 D.P. 188866

LGA: SYDNEY
 Locality: POTTS POINT
 Subdivision No: 422013

REGISTERED
 20.9.2013

DP1187798

Scale: 1:1000

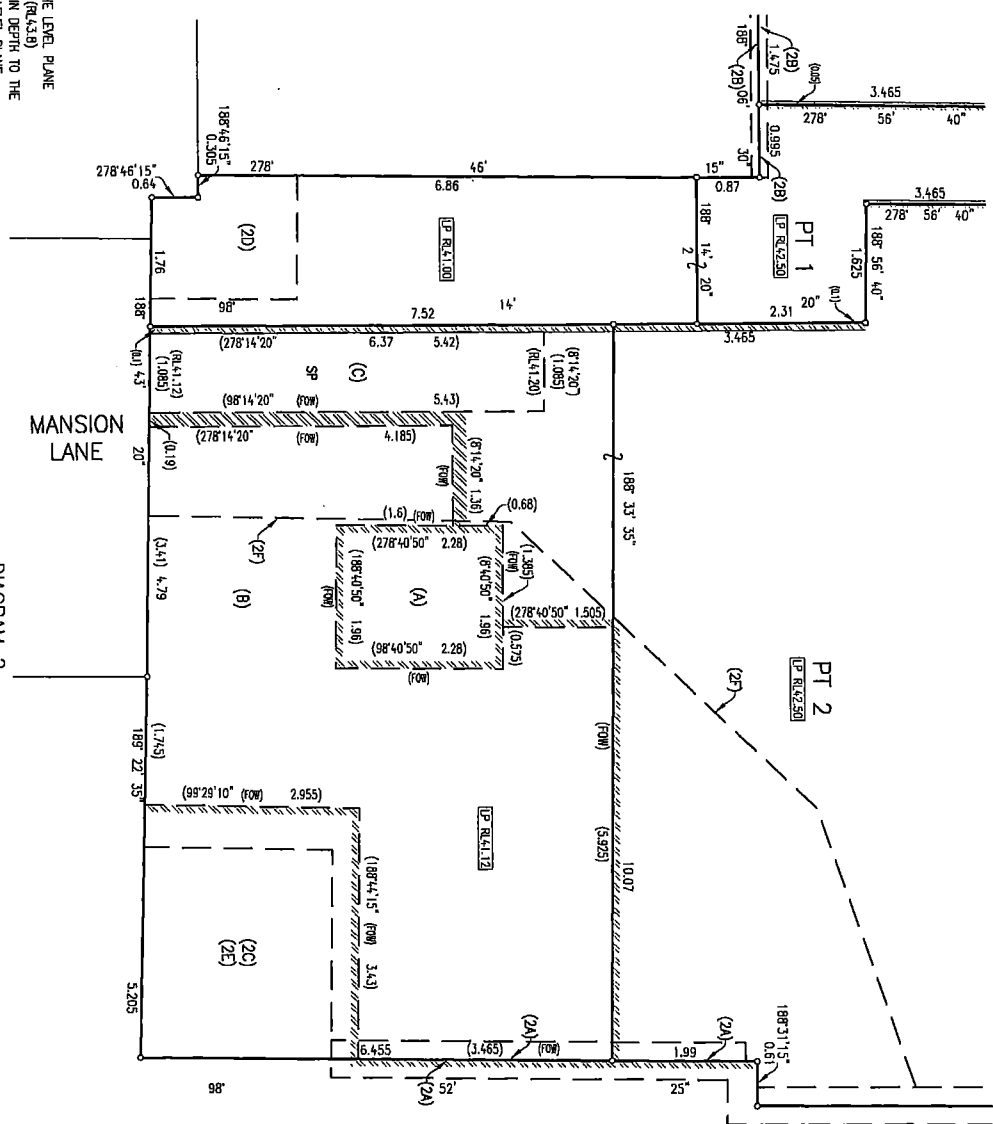
X:\110095\110109 MANSIONS\110109-ANAL STRUTUM\110109 SUB SH03-04-08.dwg

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

GROUND LEVEL

LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN, THUS R.L. [REDACTED] AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON LEVEL 1 SHEET 5

M.G.A.



- (A) - RIGHT TO USE MOST 2.28 WIDE LIMITED IN DEPTH TO THE LEVEL PLANE (R.L.1.12) AND LIMITED IN HEIGHT TO THE LEVEL PLANE (R.L.3.8)
- (B) - RIGHT TO USE GARAGE STORE VARIABLE WIDTH LIMITED IN DEPTH TO THE LEVEL PLANE (R.L.1.12) AND LIMITED IN HEIGHT TO THE LEVEL PLANE (R.L.3.8)
- (C) - RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN DEPTH TO THE REGULAR SLOPING PLANES SHOWN THUS (R.L. [REDACTED]) AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THESE PLANES

EXISTING EASEMENTS

- (2A) - EASEMENT FOR SUPPORT VARIABLE WIDTH (OP 1188577)
- (2B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (OP 1188577)
- (2C) - RIGHT OF ACCESS AND USE VARIABLE WIDTH LIMITED IN STRAUM (OP 1188577)
- (2D) - RIGHT OF WAY (A43417)
- (2E) - EASEMENT FOR OVERHANG VARIABLE WIDTH LIMITED IN STRAUM (OP 1188577)
- (2F) - RIGHTS OF WATER SEWERAGE AND DRAINAGE THROUGH AND BY DRAINS SENSUS PIPES (G814827)

FOW - DENOTES FACE OF WALL
 SP - DENOTES REGULAR SLOPING PLANE

20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Surveyor: MITCHELL KEITH ARIES
 Date of Survey: 8/08/2013
 Surveyor's Ref: 110109 SUB

PLAN OF SUBDIVISION OF LOT 1 IN
 D.P. 1188866

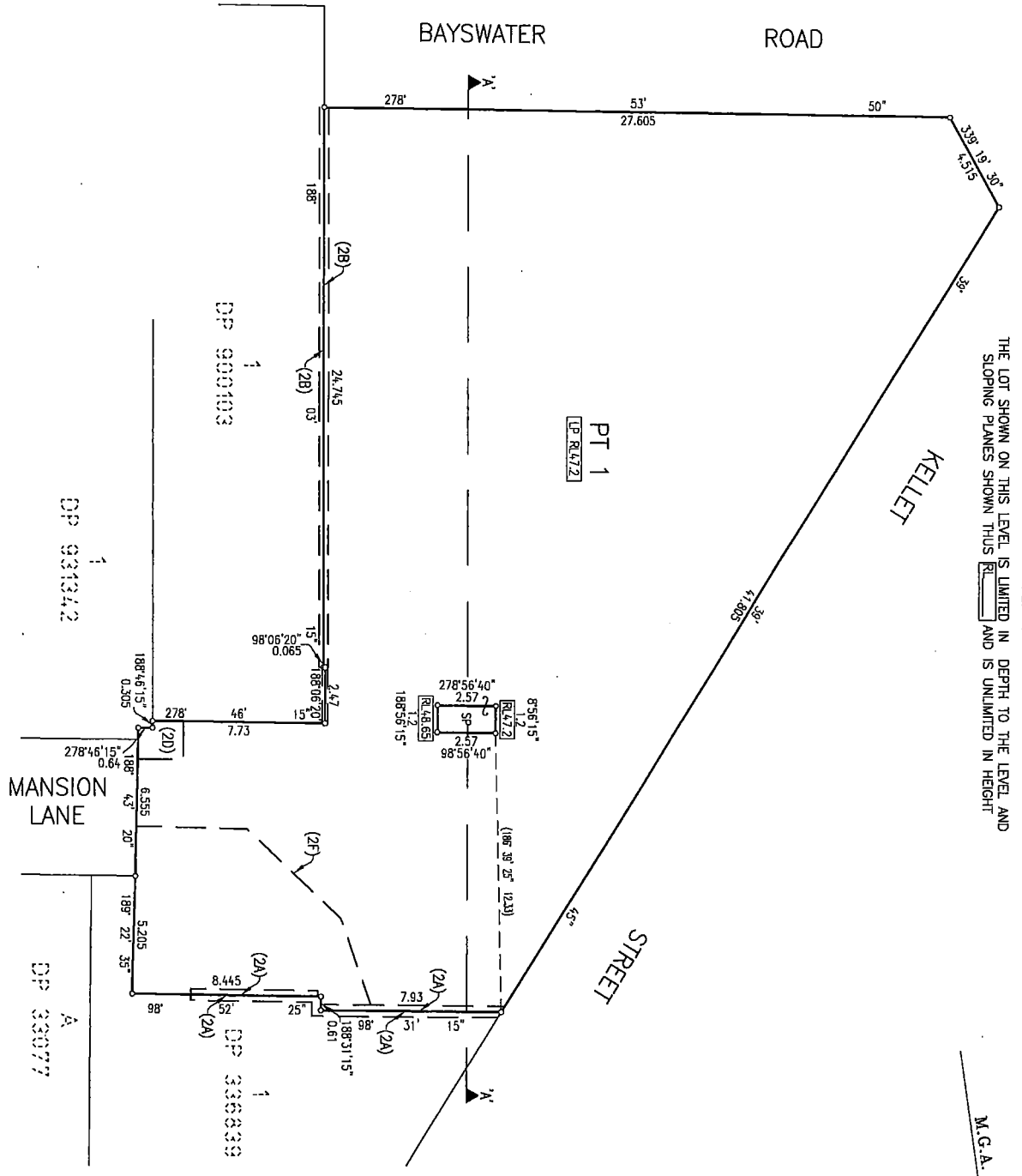
LGA: STONEY
 Locality: POTTS POINT
 Subdivision No: 422013
 Lengths are in metres. Reduction Ratio 1:50(42)

REGISTERED
 20.9.2013

DP1187798

- EXISTING EASEMENTS**
- (2A) - EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1188377)
 - (2B) - EASEMENT FOR SUPPORT VARIABLE WIDTH (DP 1188377)
 - (2C) - RIGHT OF WAY (A4.34.17)
 - (2F) - RIGHTS OF WATER SEWERAGE AND DRAINAGE THROUGH AND BY DRAINS SEWERS PIPES (S614827)

mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm



THE LOT SHOWN ON THIS LEVEL IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS  AND IS UNLIMITED IN HEIGHT

LEVEL 1

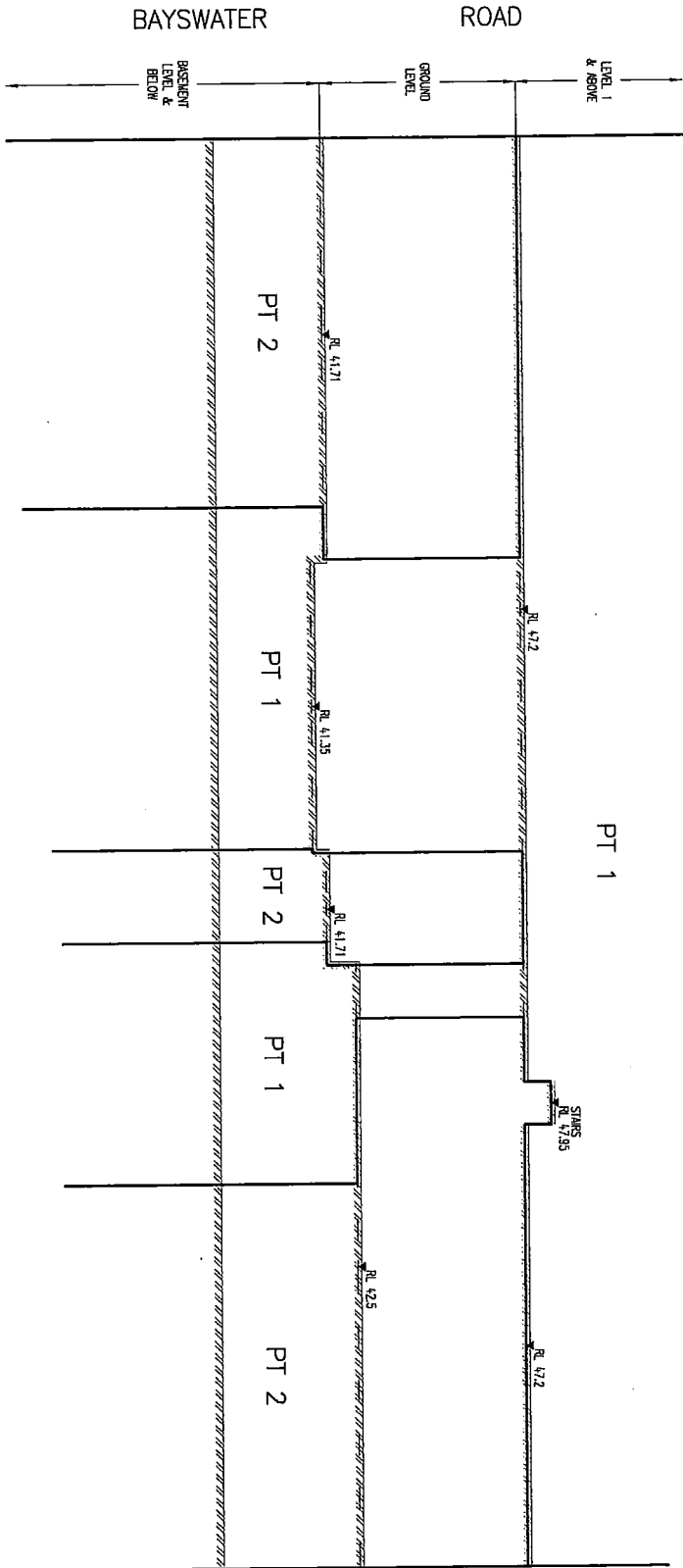
M.G.A. 

SEE SHEET 6 FOR SECTION 'A-A'

sp - DENOTES REGULAR SLOPING PLANE

Surveyor: MITCHELL KEITH AYRES Date of Survey: 8/08/2013 Surveyor's Ref: 110109 SUB	PLAN OF SUBMISSION OF LOT 1 IN D.P.188866	LGA: SYDNEY Locality: POTTS POINT Subdivision No: 42/2013 Lengths are in metres. Reduction Ratio 1:150(A2)	REGISTERED 20.9.2013	DP1187798
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SECTION 'A'-'A'



1:100

SP - DENOTES REGULAR SLOPING PLANE

Surveyor: MITCHELL KEITH AYLES Date of Survey: 8/08/2013 Surveyor's Ref: 110109 SUB	PLAN OF SUBDIVISION OF LOT 1 IN D.P. 1188866	LCA: Locality: SONEY POTTIS POINT Subdivision No: 42/2013 (Lengths are in metres. Reduction Ratio 1:150(A2))	REGISTERED 20.9.2013	DP1187798
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20 30 40 50 60 70 80 90 100 110 120 130 140 150 (Scale of mm)

X:\110085\110109 MANSIONS\110109-FINAL STRATA\110109 SUB SH106 SECT A.dwg

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 1 of 3 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 20.9.2013 Title System: TORRENS Purpose: SUBDIVISION</p>	<p style="font-size: 2em; font-weight: bold;">DP1187798</p> <p style="text-align: right; font-size: small;">Office Use Only</p>												
<p>PLAN OF SUBDIVISION OF LOT 1 IN D.P.188866</p>	<p>LGA: SYDNEY Locality: POTTS POINT Parish: ALEXANDRIA County: CUMBERLAND</p>												
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Surveying Certificate</p> <p>I, <u>MITCHELL KEITH AYRES</u> of Denny Linker & Co. Level 5, 17 Randle St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on: <u>8/8/2013</u></p> <p>*(b) The part of the land shown in the plan (being/^{and}excluding[^].....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u>M.A.</u> Dated: <u>12/8/2013</u> Surveyor ID: <u>8674</u> Datum Line: <u>'X'-'Y'</u> Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>*Strike through if inapplicable.</p> <p><small>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>												
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>SUE M^cMAHON</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>S. McMahon</u> Accreditation no: Consent/Authority: <u>CITY OF SYDNEY</u> Date of Endorsement: <u>27 AUGUST 2013</u> Subdivision Certificate no: <u>42/2013</u> File no: <u>S/2013/43</u></p> <p style="text-align: center;">*Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">D.P.'s</td> <td></td> </tr> <tr> <td>188866</td> <td>33077</td> </tr> <tr> <td>336833</td> <td>614214</td> </tr> <tr> <td>48238</td> <td>1038942</td> </tr> <tr> <td>188871</td> <td>845928</td> </tr> <tr> <td>900103</td> <td>628467</td> </tr> </table> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	D.P.'s		188866	33077	336833	614214	48238	1038942	188871	845928	900103	628467
D.P.'s													
188866	33077												
336833	614214												
48238	1038942												
188871	845928												
900103	628467												
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements</p>	<p>SURVEYORS REFERENCE: 110109 SUB</p>												
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p></p>												

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  20.9.2013</p> <p>PLAN OF SUBDIVISION OF LOT 1 IN D.P.188866</p> <p>Subdivision Certificate No:42/2013.....</p> <p>Date of Endorsement:27 AUGUST 2013.....</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="text-align: center;">DP1187798</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals - see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

PURSUANT TO SEC. 88B OF THE
CONVEYANCING ACT 1919 IT IS INTENDED TO
CREATE:

1. EASEMENT FOR SUPPORT AND SHELTER
(WHOLE OF LOT)
2. EASEMENT FOR SERVICES (WHOLE OF LOT)
3. EASEMENT FOR FIRE STAIRS AND PASSAGE WAYS
(WHOLE OF LOT)
4. RIGHT TO USE HOIST 2.28 WIDE.
(LIMITED IN STRATUM) (A)
5. RIGHT TO USE GARBAGE ROOM VARIABLE WIDTH
(LIMITED IN STRATUM) (B)
6. RIGHT OF ACCESS VARIABLE WIDTH
(LIMITED IN STRATUM) (C)
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	18	BAYSWATER	ROAD	POTTS POINT
2	16	BAYSWATER	ROAD	POTTS POINT

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110109 SUB

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  20.9.2013

PLAN OF SUBDIVISION OF LOT 1 IN
D.P.188866

DP1187798

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

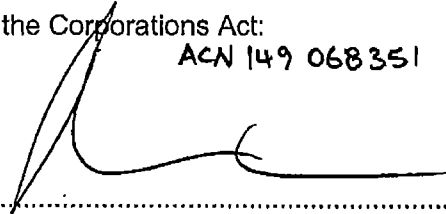
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: 42/2013

Date of Endorsement: 27 AUGUST 2013

Registered proprietor

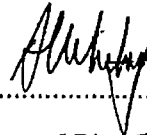
EXECUTED by TOGA MANSIONS PTY)
LIMITED in accordance with section 127 of)
the Corporations Act:)
ACN 149 068351



Signature of Director

Allan Vidor

Name of Director (block letters)



Signature of Director/Secretary

Adrian Whiting

Name of Director/Secretary (block letters)

Mortgagee:



Glenn Hilleard
Senior Director, Property Finance

EXECUTED by COMMONWEALTH BANK
OF AUSTRALIA TRADING AS BANKWEST
ABN: 48 123 123 124 by its duly
constituted attorney under power
of attorney no. Book 4836 No. 783



Signature

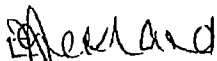
Glenn Hilleard

Name

Senior Director

Title

Dated 7th August 2012 who at the date
hereof had no notice of revocation of such
power of attorney in the presence of:



An Officer of the Bank

Emma Auckland

Witness name

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110109 SUB

PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  20.9.2013

PLAN OF SUBDIVISION OF LOT 1 IN
D.P.188866

DP1187798

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Subdivision Certificate No: 42/2013

Date of Endorsement: 27 AUGUST 2013

Registered proprietor

EXECUTED by TOGA MANSIONS PTY)
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Signature of Director

Name of Director (block letters)

Allan Vidor

Signature of Director/Secretary

Name of Director/Secretary (block letters)

Adrian Whiting

Mortgagee:



Glenn Hilleard
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EXECUTED by COMMONWEALTH BANK
OF AUSTRALIA TRADING AS BANKWEST
ABN: 48 123 123 124 by its duly
constituted attorney under power
of attorney no. Book 4636 No. 763

by its attorney:



Signature

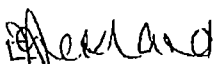
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Emma Auckland

Witness name

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SURVEYORS REFERENCE: 110109 SUB

Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants Intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 1 of 20 sheets)

Plan:
DP1187798

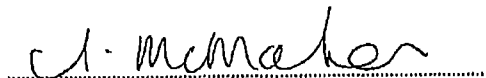
Plan of Subdivision of Lot 1 in DP 188866
 SUB NO: 42/2013

Full name and address of
 the owner of the land:

Toga Mansions Pty Limited
 (ACN 149 068 351)
 Level 5, 45 Jones Street,
 ULTIMO NSW 2007

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction on the use of land or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	1 2	2 1
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	1 2	2 1
3	EASEMENT FOR FIRE STAIRS AND PASSAGE WAYS (WHOLE OF LOT)	1 2	2 1
4	RIGHT TO USE HOIST 2.28 WIDE (LIMITED IN STRATUM) (A)	2	1
5	RIGHT TO USE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (B)	2	1
6	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C)	1 2	2 1
7	RESTRICTION ON THE USE OF LAND	1 and 2	COUNCIL OF THE CITY OF SYDNEY



Council Authorised Person



ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 2 of 20 sheets)

Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013

8	POSITIVE COVENANT	1 and 2	COUNCIL OF THE CITY OF SYDNEY
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PART 2 (Terms)

In this instrument, unless the context clearly indicates otherwise:

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation the Council.

Building means the building constructed within lots 1 and 2 in the Plan.

Committee means the building management committee constituted in accordance with the Management Statement.

Council means the Council of the City of Sydney.

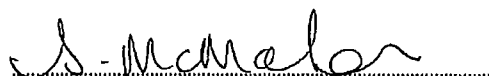
Emergency Equipment includes fire extinguishers, fire hoses and any other available equipment designed for similar use.

Emergency Situation means:

- (a) any circumstance involving a need, for safety reasons, to evacuate the Building or part of the Building; and
- (b) any practice drill for the evacuation of the Building.

Equipment means materials, tools, implements, machinery and vehicles.

Improvements means all improvements, structures and fixtures constructed, erected or installed at any time, including, any walls, support columns, slabs, foundations and footings.



Council Authorised Person

6

Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 3 of 20 sheets)

Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013

Laws means:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over Works.

Management Statement means whichever of the building management statement or the strata management statement is in force in respect of the Building at the relevant time.

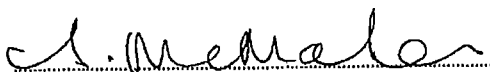
Rules has the meaning given to it in the Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility;



Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 4 of 20 sheets)

Plan:

DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013


- (k) a system for removal of sewage;
- (l) a system for the removal of trade waste;
- (m) a water drainage system;
- (n) a mechanical ventilation system;
- (o) a fire safety or control system;
- (p) hydraulic services;
- (q) a security system;
- (r) escalators;
- (s) lifts;
- (t) closed circuit television video and audio services; and
- (u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.

Shared Facility has the meaning given to it in the Management Statement.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Works means repairs, maintenance, testing, examining, cleaning, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.



Council Authorised Person

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

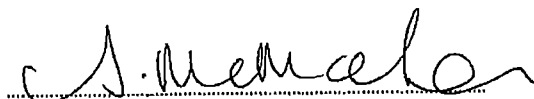
(Sheet 5 of 20 sheets)

Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013

In this Instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) maintain includes keep clean and tidy;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this Instrument;
- (f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (h) a reference to a corporation includes its successors and permitted assigns;
- (i) a reference to a document is a reference to a document of any kind, including a plan;
- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (l) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;



Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 6 of 20 sheets)

Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013

- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

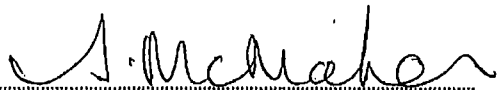
1 Terms of EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) numbered 1 in the Plan

1.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

- (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support (**Structural Improvements**);
- (b) require that the Structural Improvements remain on a Burdened lot at all times;
- (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter (**Sheltering Improvements**); and
- (d) require that the Sheltering Improvements remain on a Burdened lot at all times.

1.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

- (a) the Structural Improvements and Sheltering Improvements are Shared Facilities;



Council Authorised Person



ePlan

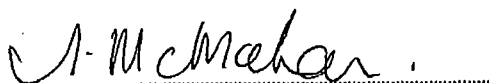
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 7 of 20 sheets)

Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013

- (b) In accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
 - (c) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.
- 1.3 If the Committee fails to comply with its obligations to maintain Structural Improvements and Sheltering Improvements as Shared Facilities in relation to a Burdened lot, the owner of the Burdened lot must:
- (a) not permit Structural Improvements and Sheltering Improvements to become a hazard or a nuisance; and
 - (b) carry out Works to Structural Improvements and Sheltering Improvements in the Burdened lot, as and when required, to ensure compliance with this clause 1.3.
- 1.4 The owner of a Benefited lot exercising rights under this easement does so at that owner's own risk.
- 1.5 The owner of a Benefited lot releases the owner of a Burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of the owner of the Benefited lot exercising rights under this easement, except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.
- 1.6 The owner of a Benefited lot indemnifies and agrees to keep indemnified the owner of a Burdened lot in relation to all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of the owner of the Benefited lot exercising rights under this easement, except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.



Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 8 of 20 sheets)

Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013

- 2 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan**
- 2.1** The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:
- (a) the uninterrupted passage through a Burdened lot of any Service to or from the Benefited lot;
 - (b) the use of any Service Equipment in a Burdened lot through which a Service passes to or from the Benefited lot (Relevant Service Equipment);
 - (c) enter, remain in and use any plant rooms in a Burdened lot where Relevant Service Equipment is located;
 - (d) have Relevant Service Equipment supported vertically, horizontally, and in each other plane by a Burdened lot; and
 - (e) carry out Works in relation to Relevant Service Equipment that is not a Shared Facility and enter and remain in a Burdened lot, together with any Equipment necessary for the purpose, for a reasonable time to carry out those Works.
- 2.2** The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out Works for the purpose of installing in a Burdened lot Service Equipment associated with a Service to or from a Benefited lot which is additional to the Service Equipment actually existing at the date of registration of this instrument and this easement applies to such additional Service and Service Equipment as though they existed at the date of registration of this instrument.
- 2.3** The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
- (a) some of the Services and associated Service Equipment are Shared Facilities;


.....

Council Authorised Person

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ePlan


Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 9 of 20 sheets)

Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
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- (b) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
 - (c) the costs of carrying out Works to a Shared Facility by the Committee will be allocated in accordance with the Management Statement.
- 2.4 The owner of a Benefited lot must:
- (a) not permit Relevant Service Equipment which is not a Shared Facility to become a hazard or a nuisance; and
 - (b) at its cost carry out Works to such Relevant Service Equipment as and when required, to ensure compliance with this clause 2.4.
- 2.5 If the owner of a Benefited lot fails to comply with its obligations under this easement in relation to a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 2.6 If the owner of a Benefited lot fails to comply with a notice given under clause 2.5 within a reasonable time after its service, having regard to the type of work or act required:
- (a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works to remedy the failure to comply specified in the notice; and
 - (b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot in carrying out those Works.
- 2.7 Before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
- (a) provide to the owner of the Burdened lot a Schedule of Works for the Works;


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Council Authorised Person

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ePlan

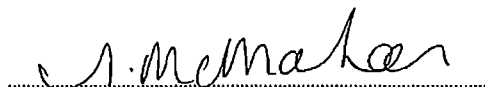
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 10 of 20 sheets)

Plan:
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- (b) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires in order to consider the effect of the Works; and
 - (c) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 2.8 The owner of a Burdened lot may withhold consent under **clause 2.7** to the carrying out of the Works if, in the opinion of the owner of the Burdened lot, reasonably held:
- (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,
- will, either temporarily or permanently, interrupt, interfere with or prevent, to an unreasonable extent, the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.
- 2.9 The owner of a Burdened lot may not withhold consent under **clause 2.7** to the carrying out of Works if the Works:
- (a) need to be carried out in circumstances which involve an emergency or a danger to public safety;
 - (b) are necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;
 - (c) are necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement; or
 - (d) result from or arise out of any Law or the requirements of any Authority.



Council Authorised Person

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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 11 of 20 sheets)

Plan:
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- 2.10 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps:
- (a) to minimise interruption to or interference with any Service;
 - (b) to minimise interruption to or interference with the use and enjoyment of the Burdened lot; and
 - (c) to ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with all relevant Laws and the requirements of all relevant Authorities;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot;
 - (iv) any damage caused to the Burdened lot is made good as soon as reasonably practicable; and
 - (v) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 2.11 Before carrying out Works in the vicinity of Service Equipment in a Burdened lot, the owner of the Burdened lot must provide a Schedule of Works to the owner of any Benefited lot which may be affected by the carrying out of the Works, for its approval, which approval must not be unreasonably withheld.
- 2.12 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the nature and timing of Works in the Burdened lot with a view to reaching an agreement which allows Works to be carried out in a cost effective, efficient and safe manner.



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Council Authorised Person

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ePlan

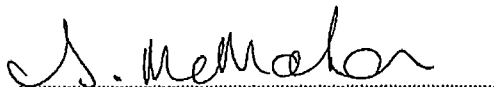
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 12 of 20 sheets)

Plan:
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- 2.13 The owner of a Benefited lot exercising rights under this easement does so at that owner's own risk.
- 2.14 The owner of a Benefited lot releases the owner of a Burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of the owner of the Benefited lot exercising rights under this easement, except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.
- 2.15 The owner of a Benefited lot indemnifies and agrees to keep indemnified the owner of a Burdened lot in relation to all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of the owner of the Benefited lot exercising rights under this easement, except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.
- 3 Terms of EASEMENT FOR FIRE STAIRS AND PASSAGE WAYS (WHOLE OF LOT) numbered 3 In the Plan**
- 3.1 The owner of a Benefited lot and any person authorised by the owner of a Benefited lot (**Authorised Person**) have the right, in an Emergency Situation, consistent with the rights of other persons having the same or similar rights, to:
- (a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (**Easement Site**), in order to exit the Benefited lot; and
 - (b) use any Emergency Equipment located on a Burdened lot.
- 3.2 In exercising rights under this easement, the owner of a Benefited lot and any Authorised Persons must:
- (a) cause as little inconvenience as practicable to the owner and any occupier of a Burdened lot and any other Authorised Persons;
 - (b) only use Emergency Equipment for its intended purpose;



Council Authorised Person

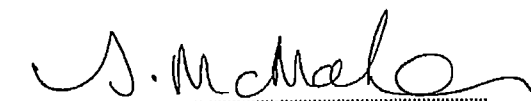
Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan:
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- (c) comply with the Management Statement and any applicable Rules; and
 - (d) comply with any reasonable direction of the Committee or any person authorised by the Committee.
- 3.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
- (a) the Easement Site is a Shared Facility;
 - (b) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
 - (c) the costs of carrying out Works to the Easement Site by the Committee will be allocated in accordance with the Management Statement.
- 3.4 The owner of a Benefited lot and any Authorised Persons exercising rights under this easement do so at their own risk.
- 3.5 The owner of a Benefited lot and Authorised Persons release the owner of a Burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement, except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.
- 3.6 The owner of a Benefited lot and Authorised Persons indemnify and agree to keep indemnified the owner of a Burdened lot in relation to all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement, except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.



Council Authorised Person

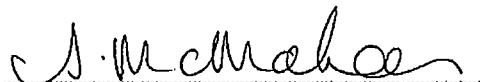
Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- 4 Terms of RIGHT TO USE HOIST 2.28 WIDE (LIMITED IN STRATUM) (A) numbered 4 in the Plan**
- 4.1 The owner of the Benefited lot and any person authorised by the owner of the Benefited lot (Authorised Person) have the right to:**
- (a) use the hoist located on the site of this easement (**Easement Site**) and any associated Service Equipment (**Hoist**); and
 - (b) have the Hoist supported vertically, horizontally, and in each other place by the Burdened lot.
- 4.2 In exercising rights under this easement, the owner of the Benefited lot must:**
- (a) cause as little inconvenience as practicable to the owner and any occupier of the Burdened lot and other Authorised Persons;
 - (b) only use the Hoist for its intended purpose;
 - (c) comply with all Laws and the requirements of all Authorities regarding the use of the Hoist; and
 - (d) comply with the Management Statement and any applicable Rules made under it;
 - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 4.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:**
- (a) the Hoist is a Shared Facility;
 - (b) in accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and



Council Authorised Person



ePlan

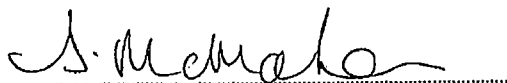
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (c) the costs of carrying out Works in relation to the Hoist by the Committee will be allocated in accordance with the Management Statement.
- 4.4 The owner of the Benefited lot and any Authorised Persons exercising rights under this easement does so at their own risk.
- 4.5 The owner of the Benefited lot and Authorised Persons release the owner of the Burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.
- 4.6 The owner of the Benefited lot and Authorised Persons indemnify and agree to keep indemnified the owner of the Burdened lot in relation to all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.
- 6 Terms of RIGHT TO USE GARBAGE ROOM VARIABLE WIDTH (LIMITED IN STRATUM) (B) numbered 5 in the Plan**
- 5.1 The owner of the Benefited lot and any person authorised by the owner of the Benefited lot (**Authorised Person**) have the right, consistent with the rights of other persons having the same or similar rights, to use the garbage room forming part of the site of this easement (**Garbage Room**).
- 5.2 In exercising rights under this easement, the owner of the Benefited lot and Authorised Persons must:
- (a) dispose of waste in the waste receptacles in the Garbage Room;
 - (b) only use the Garbage Room for its intended purpose so as not to cause or permit any hazards or nuisances;



Council Authorised Person

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ePlan

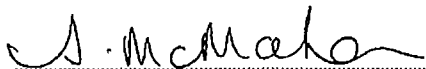
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants Intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (c) cause as little inconvenience as practicable to the owner and any occupier of the Burdened lot and other Authorised Persons;
 - (d) comply with all Laws and the requirements of all Authorities regarding the disposal of waste;
 - (e) comply with the Management Statement and any applicable Rules made under it; and
 - (f) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 5.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:
- (a) the Garbage Room is a Shared Facility;
 - (b) In accordance with the Management Statement, the Committee has the responsibility to maintain Shared Facilities and to carry out Works in relation to them; and
 - (c) the costs of carrying out Works in relation to the Garbage Room by the Committee will be allocated in accordance with the Management Statement.
- 5.4 The owner of the Benefited lot and any Authorised Persons exercising rights under this easement does so at their own risk.
- 5.5 The owner of the Benefited lot and Authorised Persons release the owner of the Burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.
- 5.6 The owner of the Benefited lot and Authorised Persons indemnify and agree to keep indemnified the owner of the Burdened lot in relation to all claims and demands of


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Council Authorised Person

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Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan}
or released and of Restrictions on the Use of Land or Positive Covenants intended to
be created pursuant to section 88B of the Conveyancing Act 1919.

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any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.

6 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C) numbered 6 in the Plan

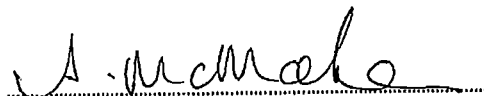
6.1 The owner of a Benefited lot and any person authorised by the owner of the Benefited lot (**Authorised Person**) have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by foot, with or without equipment, to go to or from the Benefited lot and to access the sites of the easements created by Items 4 and 5 in this instrument.

6.2 In exercising rights under this easement, the owner of the Benefited lot must:

- (a) cause as little inconvenience as practicable to the owner and any occupier of the Burdened lot and other Authorised Persons;
- (b) only use the Easement Site for its intended purpose;
- (c) comply with the Management Statement and any applicable Rules made under it; and
- (d) comply with any reasonable directions of the owner or the Committee or any person authorised by the Committee.

6.3 The owner of the Benefited lot and Authorised Persons exercising rights under this easement does so at their own risk.

6.4 The owner of the Benefited lot and Authorised Persons release the owner of the Burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the



Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.

- 6.5 The owner of the Benefited lot and Authorised Persons indemnify and agree to keep indemnified the owner of the Burdened lot in relation to all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person to the extent that they are caused by the owner of the Benefited lot exercising rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot.

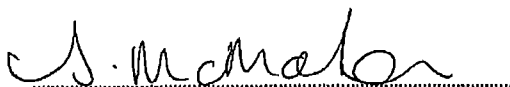
7 Terms of RESTRICTION ON THE USE OF LAND numbered 7 in the Plan

The Floor Space Ratio of the Burdened lots, taken together, must be no more than 4.5:1 calculated in accordance with the Sydney Local Environmental Plan 2012. For the purposes of the calculation of the Floor Space Ratio, the Floor Space Area for each specified component of the Building is as follows:

- (a) Basement level – 82 square metres;
- (b) Ground floor level – 824 square metres;
- (c) Mezzanine level – 59 square metres;
- (d) First floor level – 796.5 square metres;
- (e) Second floor level – 780 square metres;
- (f) Third floor level – 779 square metres; and
- (g) Fourth floor level – 693 square metres.

Name of authority empowered to release, vary or modify the restriction on the use of land numbered 7 in the Plan:

Council of the City of Sydney



Council Authorised Person



Instrument setting out terms of Easements or Profits à Prendre intended to be created^{ePlan} or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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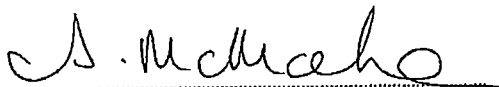
8 Terms of POSITIVE COVENANT numbered 8 in the Plan

The owner of each Burdened lot must:

- (a) maintain the Building in a proper and reasonable condition and state of repair in accordance with the provisions of the Cyclical Maintenance Plan prepared by OCP Architects Pty Ltd dated July 2013 and approved by the Council;
- (b) upon reasonable notice, permit the Council to enter the Burdened lot and inspect the Building; and
- (c) at its own expense, comply with any written notice from the Council requiring specified reasonable repair or maintenance work, within the time period specified in the notice.

Name of authority empowered to release, vary or modify the positive covenant numbered 8 in the Plan:

Council of the City of Sydney



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 20 of 20 sheets)

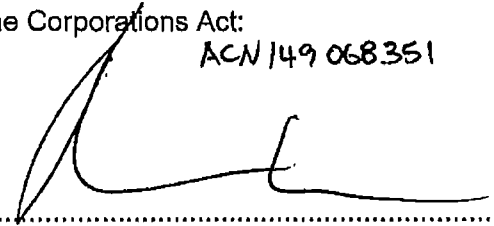
Plan:
DP1187798

Plan of Subdivision of Lot 1 in DP 188866
SUB NO: 42/2013

Registered proprietor

EXECUTED by TOGA MANSIONS PTY)
LIMITED in accordance with section 127 of)
the Corporations Act:)

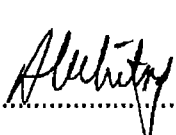
ACN 149 068 351



Signature of Director

Allan Vidor

Name of Director (block letters)



Signature of Director/Secretary

Adrian Whiting

Name of Director/Secretary (block letters)

Mortgagee:

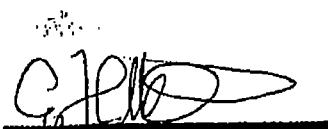
EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST
ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4836 No. 708

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:


An Officer of the Bank

EMMA AUCKLAND
Witness name

by its attorney:



Glenn Hildbrand

Senior Director

Title

.....
Council Authorised Person

SURVEYING AND SPATIAL INFORMATION REGULATION 2006: CLAUSE 61(2)					
MGA CO-ORDINATES					
MARK	EAST	NORTH	ZONE	CLASS	ORDER
RM 58382	335 807.196	6 250 354.892	56	B	2
RM 58382	335 641.817	6 250 285.569	56	B	2
SM 51148	335 712.887	6 250 286.454	56	B	2
SOURCE: MGA COORDINATES ADAPTED FROM SCAMS 4 DEC 2012					
CONVERSION SCALE FACTOR 0.99999723					

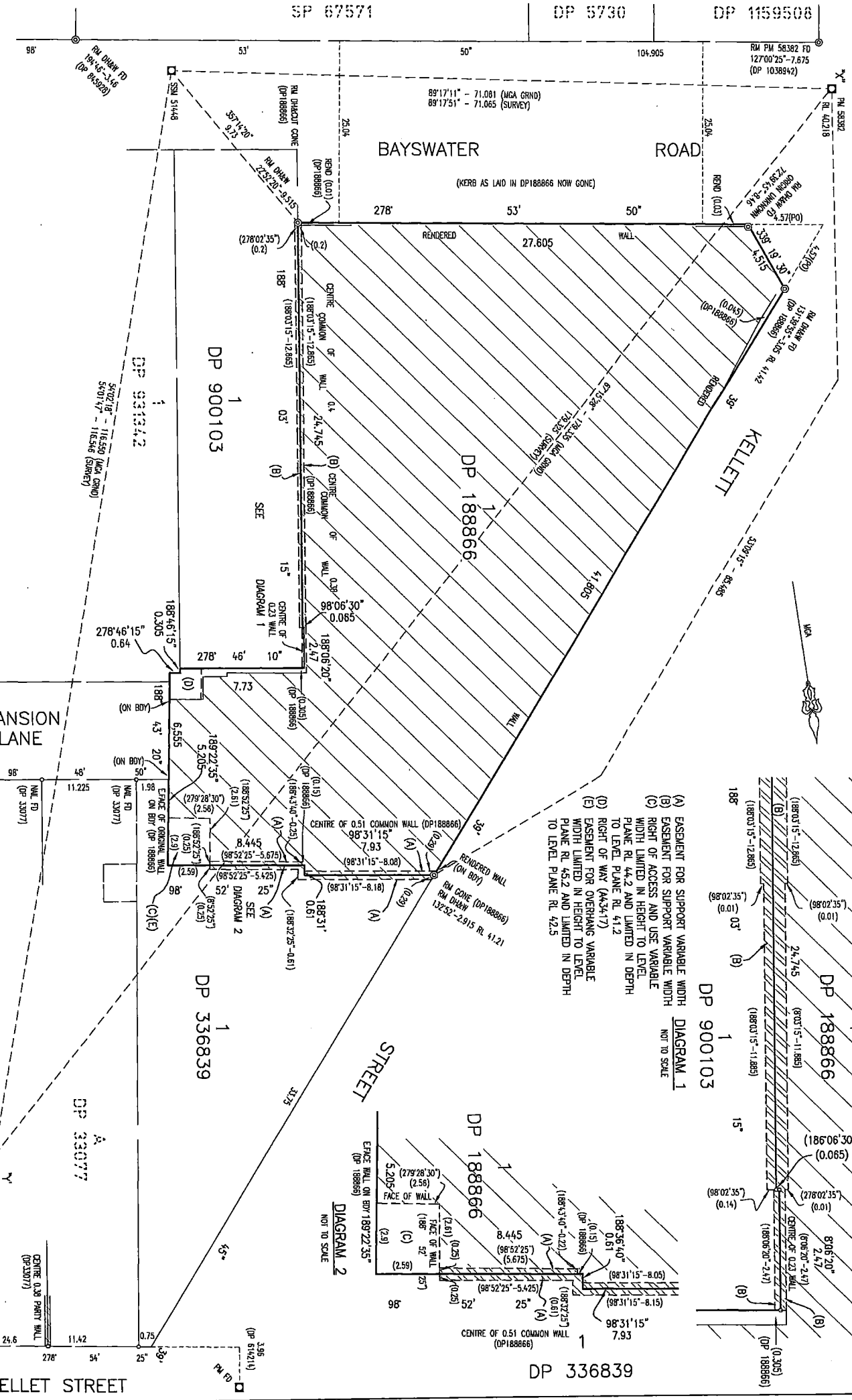
Surveyor:	MARK JOHN ANDREW
Date of Survey:	21.11.2012
Surveyor's Ref:	110109 EASE

PLAN OF EASEMENTS AFFECTING	
LOT 1 IN DP 188866	
AND LOT 1 IN DP 336839	
AND LOT 1 IN DP 900103	

LGA:	STONEY
Locality:	POTTS POINT
Subdivision No:	
Lengths are in metres. Reduction Ratio 1:150	

REGISTERED	11.9.2019
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DP1188577



PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)


<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 11.9.2013 Title System: TORRENS Purpose: EASEMENT</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <div style="text-align: center;"> DP1188577 S </div>
<p>PLAN OF EASEMENTS AFFECTING LOT 1 IN DP 188866, LOT 1 IN DP 336839 AND LOT 1 IN DP 900103</p>	<p>LGA: SYDNEY Locality: SYDNEY POTTS POINT Parish: ALEXANDRIA County: CUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: Date: File Number: Office:</p>	<p style="text-align: center;">Surveying Certificate</p> <p>I, <u>MARK JOHN ANDREW</u> of Denny Linker & Co a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation, 2012</i> is accurate and the survey was completed on: <u>21.11.2012</u></p> <p>*(b) The part of the land shown in the plan (being/excluding.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <u>M. J. Linker</u> Dated: <u>20/3/2013</u> Surveyor ID: <u>342</u> Datum Line: "X"- "Y" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous *Strike through if Inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I..... *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: Accreditation no: Consent/Authority: Date of Endorsement: Subdivision Certificate no: File no:</p> <p style="text-align: center;">*Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP33077 DP 181516 DP 188866 DP 336839 DP 845928 DP 1038942</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements</p>	<p>SURVEYORS REFERENCE: 110109 EASE</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p></p>

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

<small>Office Use Only</small>	<small>Office Use Only</small>
Registered:  11.9.2013	<h1>DP1188577</h1>
PLAN OF EASEMENTS AFFECTING LOT 1 IN DP 188866, LOT 1 IN DP 336839 AND LOT 1 IN DP 900103	
Subdivision Certificate No:	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT
1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT VARIABLE WIDTH (A)
2. EASEMENT FOR SUPPORT VARIABLE WIDTH (B)
3. RIGHT OF ACCESS AND USE VARIABLE WIDTH (C)
(LIMITED IN STRATUM)
4. EASEMENT FOR OVERHANG VARIABLE WIDTH (E)
(LIMITED IN STRATUM)

If space is insufficient use additional annexure sheet


SURVEYORS REFERENCE: 110109 EASE

PLAN FORM 6A (2012)

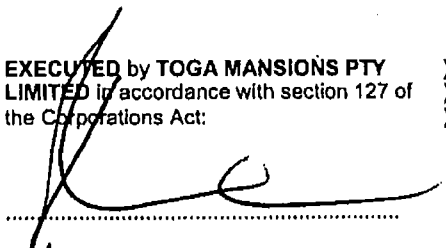
WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

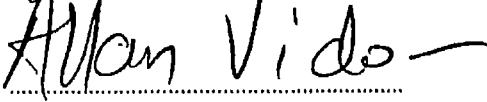
Sheet 3 of 5 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  11.9.2013</p> <p>PLAN OF EASEMENTS AFFECTING LOT 1 IN DP 188866, LOT 1 IN DP 336839 AND LOT 1 IN DP 900103</p> <p>Subdivision Certificate No:</p> <p>Date of Endorsement:</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="font-size: large; text-align: center;">DP1188577</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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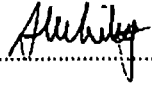
EXECUTED by TOGA MANSIONS PTY LIMITED in accordance with section 127 of the Corporations Act:



Signature of Director



Name of Director (block letters)



Signature of Director/Secretary

ADRIAN PAUL WHITING

Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by

as attorney for BANK OF WESTERN AUSTRALIA LIMITED under registered power of attorney
Book No. dated in the presence of:

Signature of witness

Name of witness (block letters)

Address of witness (block letters)

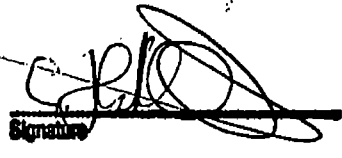
By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney

EXECUTED BY COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4538 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:



An Officer of the Bank



Glenn Hilliard

Senior Director

If space is insufficient use additional annexure sheet

Witness name


SURVEYORS REFERENCE: 110109 EASE

PLAN FORM 6A (2012)

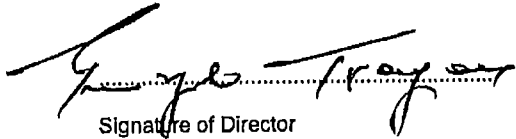
WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

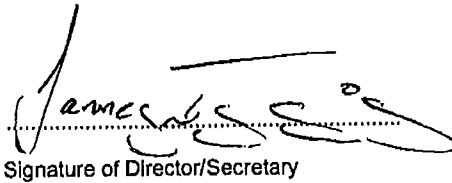
Sheet 4 of 5 sheet(s)

Office Use Only	Office Use Only
Registered:  11.9.2013	<h1>DP1188577</h1>
PLAN OF EASEMENTS AFFECTING LOT 1 IN DP 188866, LOT 1 IN DP 336839 AND LOT 1 IN DP 900103	
Subdivision Certificate No:	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

EXECUTED by GELSA PTY LIMITED in accordance with section 127 of the Corporations Act:)

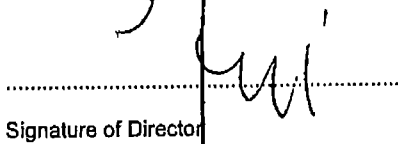

Signature of Director

GEORGE TSANGARIS
Name of Director (block letters)

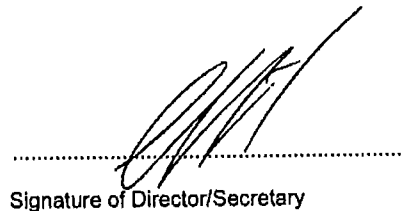

Signature of Director/Secretary

JAMES TSANGARIS
Name of Director/Secretary (block letters)

EXECUTED by C & S KAZZI HOLDINGS PTY LIMITED in accordance with section 127 of the Corporations Act:)


Signature of Director

Tony Kazzi
Name of Director (block letters)


Signature of Director/Secretary

George Kazzi
Name of Director/Secretary (block letters)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110109 EASE

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered: 11.9.2013</p> <p>PLAN OF EASEMENTS AFFECTING LOT 1 IN DP 188866, LOT 1 IN DP 336839 AND LOT 1 IN DP 900103</p> <p>Subdivision Certificate No:</p> <p>Date of Endorsement:</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <p style="font-size: large; text-align: center;">DP1188577</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals - see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
---	--

SIGNED SEALED AND DELIVERED by)
)
 as attorney **WESTPAC BANKING**)
CORPORATION under registered power of)
 attorney)
 Book No.)
 dated in the presence of:)

Signature of witness

Name of witness (block letters)

Address of witness (block letters)

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

<p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p> <p>Signature of witness: </p> <p>Name of witness: Danielle Gabris</p> <p>Address of witness: 1 King Street Concord West NSW</p> <p><i>*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation:</i></p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the <u>BASIC</u></p> <p>SIGNED by <u>DENIS KATEHOS</u> as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no: 332</p> <p></p> <p>(Signature) Tier Three Attorney</p> <p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney</p>
---	---

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 110109 EASE

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 1 of 11 sheets)



DP1188577 B

Plan of easements affecting Lot 1 in
 DP188866, Lot 1 in DP336839 and Lot 1 in
 DP900103

**Full name and address of
 the owner of the land:**

Toga Mansions Pty Limited
 (ACN 149 068 351)
 Level 5, 45 Jones Street
 ULTIMO NSW 2007

Gelsa Pty Limited
 (ACN 001 328 123)
 27 Florence Avenue
 EASTLAKES NSW 2018

C & S Kazzi Holdings Pty Limited
 (ACN 083 295 318)
 c-/ Smiles & Associates
 Level 1, 653 Darling Street
 ROZELLE NSW 2039

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction on the use of land 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 VARIABLE WIDTH (A)	1/188866 1/336839	1/336839 1/188866
2	EASEMENT FOR SUPPORT VARIABLE WIDTH (B)	1/188866 1/900103	1/900103 1/188866
3	RIGHT OF ACCESS AND USE VARIABLE WIDTH (C) (LIMITED IN STRATUM)	1/188866	1/336839
4	EASEMENT FOR OVERHANG VARIABLE WIDTH (E) (LIMITED IN STRATUM)	1/188866	1/336839

Am

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 2 of 11 sheets)

DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

PART 2 (Terms)

In this Instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) **maintain** includes keep clean and tidy;
- (e) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (f) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (g) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (h) a reference to a corporation includes its successors and permitted assigns;
- (i) a reference to a document is a reference to a document of any kind, including a plan;
- (j) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (k) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (l) a reference to a time is to that time in Sydney;
- (m) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

DP1188577

(Sheet 3 of 11 sheets)

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

- (n) a requirement to do any thing includes a requirement to cause that thing to be done;
- (o) a word that is derived from a defined word has a corresponding meaning;
- (p) the singular includes the plural and vice-versa; and
- (q) words importing one gender include all other genders.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

1 Terms of EASEMENT FOR SUPPORT VARIABLE WIDTH (A) AND (B) numbered 1 and 2 in the Plan

- (a) For the purposes of this easement for support:
 - (i) **Grantor** means a person who is entitled to an estate or interest in possession in a Burdened lot; and
 - (ii) **Grantee** means a person who is entitled to an estate or interest in possession in a Benefited lot.
- (b) The Grantor grants to the Grantee the right for the Benefited lot to be supported by the Burdened lot to the extent that the Benefited lot derives support from the Burdened lot (**Support**) on the conditions set out in this easement.
- (c) The Grantor must, at its own cost, maintain and repair the Support at all times by, amongst other things, ensuring that the Support is regularly inspected, maintained, repaired and kept in a sound and safe structural condition.
- (d) If the Grantor does not maintain the Support provided by the Burdened lot to the Benefited lot as required under **clause 1(c)**, the Grantee may (without limiting or prejudicing the Grantee's right to make a claim against the Grantor for failing to comply with its obligations), at the cost of the Grantor, do anything reasonably necessary for the purpose of exercising its rights under this easement, including:



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 4 of 11 sheets)

DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

- (i) carrying out work on the Burdened lot to ensure that Support is maintained to the Benefited lot, including additional supporting works reasonably necessary; and
 - (ii) with reasonable notice, entering the Burdened lot with or without tools and equipment and remaining there for a reasonable period of time for that purpose.
- (e) In exercising its rights under this easement the Grantee must:
- (i) ensure that all work is done properly;
 - (ii) cause as little interference as reasonably practicable to the Grantor or to any occupier of the Burdened lot;
 - (iii) cause as little damage as is reasonably practicable to the Burdened lot and any improvements on it; and
 - (iv) if material damage (being material damage arising because the Grantee has not complied with **clauses 1(e)(i), 1(e)(ii) or 1(e)(iii)**) is caused, restore the Burdened lot as nearly as practicable to the condition it was in before the damage occurred.
- (f) Except when urgent work is required, the Grantee must:
- (i) give the Grantor or its nominee reasonable notice of intention to enter the Burdened lot; and
 - (ii) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the Grantee.
- (g) Subject to **clause 1(h)**, the Grantor releases and indemnifies, and keeps indemnified, the Grantee, from and against all damage, expense, loss or liability of any nature suffered or incurred by the Grantee that is caused by the Support malfunctioning or not working or by reason of the Grantee, carrying out the repairs or maintenance works contemplated under **clause 1(d)**, including:

AW

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 5 of 11 sheets)

DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

- (i) all reasonable costs incurred by the Grantee under **clause 1(d)**;
 - (ii) loss or damage to the property of the Grantee;
 - (iii) damage, expense, loss or liability in respect of loss or damage to any other property; and
 - (iv) damage, expense, loss or liability in respect of personal injury, illness or death.
- (h) The Grantor's release and indemnity under **clause 1(g)** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a wilful or negligent act or omission of the Grantee or its officers, employees, contractors or agents.

2 Terms of RIGHT OF ACCESS AND USE VARIABLE WIDTH (C) (LIMITED IN STRATUM) numbered 3 in the Plan

- (a) The owner of the Benefited lot and any person authorised by the owner of the Benefited lot, including employees, partners, visitors, customers, agents, contractors, invitees, and lessees and licensees of the Benefited lot from time to time (**Authorised Person**) has the right, consistent with the rights of other persons having the same or similar rights, to:
- (i) pass across the site of this easement (**Easement Site**), on foot, with any items to get to or from the Benefited lot; and
 - (ii) use the Easement Site for the purpose of the temporary storage of food and other items for use in the operation of the business on the Benefited lot.
- (b) For the purpose of exercise its rights under **clause 2(a)**, the owner of the Benefited lot may install temporary structures within the Easement Site. The owner of the Benefited lot must not install any permanent structure within the Easement Site without first obtaining the consent of the owner of the Burdened lot, such consent to be granted or withheld at the entire discretion of the owner of the Burdened lot.

AW

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 6 of 11 sheets)

DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

- (c) In exercising rights under this easement, the owner of the Benefited lot and Authorised Persons must:
- (i) only use the Easement Site for its intended purpose so as not to cause or permit any hazards or nuisances;
 - (ii) cause as little inconvenience as practicable to the owner and any occupier of the Burdened lot;
 - (iii) comply with all Laws and the requirements of all Authorities regarding the use of the Easement Site; and
 - (iv) comply with the Management Statement and any applicable Rules made under it, except to the extent these are inconsistent with the rights granted under this Right of Access and Use.
- (d) The owner of the Benefited lot and any Authorised Persons exercising rights under this easement does so at their own risk.
- (e) The owner of the Benefited lot releases the owner of the Burdened lot from all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.
- (f) The owner of the Benefited lot indemnifies and agree to keep indemnified the owner of the Burdened lot in relation to all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of exercising rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 7 of 11 sheets)

DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

- (g) For the purposes of this Right for Access and Use:
- (i) **Authorities** means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority;
 - (ii) **Building** means the building constructed on the Burdened lot;
 - (iii) **Laws** means:
 - (A) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
 - (B) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction over any relevant works within the Easement Site;
 - (iv) **Management Statement** means whichever of the building management statement or the strata management statement is in force in respect of the Building at the relevant time; and
 - (v) **Rules** has the meaning given to it in the Management Statement.

3 Terms of EASEMENT FOR OVERHANG VARIABLE WIDTH (E) (LIMITED IN STRATUM) numbered 4 in the Plan

- (a) The owner of the Benefited lot:
- (i) may insist that the structure on the Benefited lot which, when this easement was created, overhung the Burdened lot (being the roof and its associated structure which is over the courtyard area, external to, and at the rear of, the building erected on the Benefited lot), (**Overhanging Structure**) remain but only to the extent the Overhanging Structure is within the Easement Site;
 - (ii) must keep the Overhanging Structure in good repair and safe condition; and

AW

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 8 of 11 sheets)

DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

- (iii) may do anything reasonably necessary for those purposes, including entering the Burdened lot and taking anything on to the Burdened lot for the purpose of carrying out work within the Easement Site such as repairing and maintaining the Overhanging Structure.
- (b) In exercising the rights granted under clause 3(a), the owner of the Benefited lot must:
 - (i) ensure all work is done properly;
 - (ii) cause as little inconvenience as practicable to the owner and any occupier of the Burdened lot;
 - (iii) cause as little damage as is practicable to the Burdened lot and any improvement on it;
 - (iv) restore the Burdened lot as nearly as is practicable to its former condition; and
 - (v) make good any collateral damage.
- (c) The owner of the Burdened lot may insist that this easement be extinguished when the Overhanging Structure is removed.
- (d) The owner of the Burdened lot must not do or allow anything to be done to damage or interfere with the Overhanging Structure.

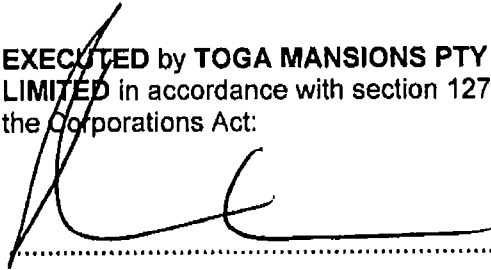
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(Sheet 9 of 11 sheets)

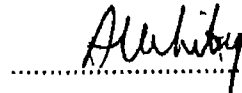
DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103

EXECUTED by TOGA MANSIONS PTY
LIMITED in accordance with section 127 of
the Corporations Act:



Signature of Director



Signature of Director/Secretary

ADRIAN PAUL WHITING

CVL
ALLAN VIDOR

Name of Director (block letters)

Name of Director/Secretary (block letters)

SIGNED SEALED AND DELIVERED by)
)
)
as attorney for BANK OF WESTERN)
AUSTRALIA LIMITED under registered)
power of attorney)
Book No.)
dated in the presence of:)

Signature of witness

Name of witness (block letters)

Address of witness (block letters)

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

EXECUTED by COMMONWEALTH BANK OF AUSTRALIA TRADING AS BANKWEST
ABN: 48 123 123 124 by its duly constituted attorney under power of attorney no. Book 4636 No. 703

Dated 7th August 2012 who at the date hereof had no notice of revocation of such power of attorney in the presence of:


An Officer of the Bank

Witness name

Signature

Name

Title


Glenn Hilleard
Senior Director

DAVID GREIG

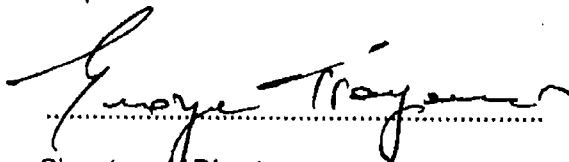
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(Sheet 10 of 11 sheets)

DP1188577

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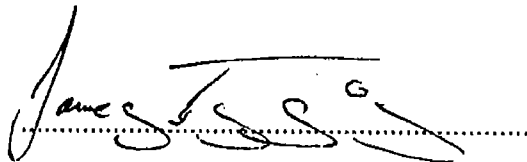
EXECUTED by GELSA PTY LIMITED in
accordance with section 127 of the
Corporations Act:



Signature of Director

GEORGE TSANGARIS

Name of Director (block letters)

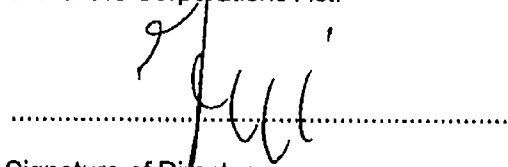


Signature of Director/Secretary

JAMES TSANGARIS

Name of Director/Secretary (block letters)

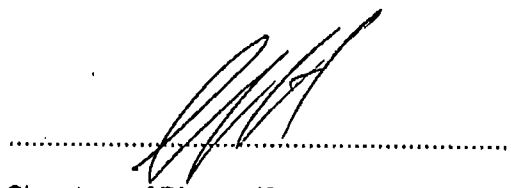
EXECUTED by C & S KAZZI HOLDINGS)
PTY LIMITED in accordance with section)
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Signature of Director

Tony Kazzi

Name of Director (block letters)



Signature of Director/Secretary

George Kazzi

Name of Director/Secretary (block letters)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 11 of 11 sheets)

DP1188577

Plan of easements affecting Lot 1 in
DP188866, Lot 1 in DP336839 and Lot 1 in
DP900103


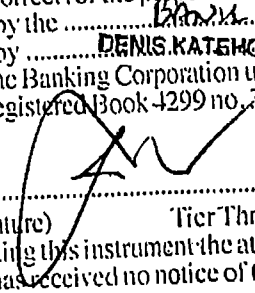
SIGNED SEALED AND DELIVERED by)
)
)
as attorney **WESTPAC BANKING**)
CORPORATION under registered power of)
attorney)
Book No.)
dated in the presence of:)

Signature of witness

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

Name of witness (block letters)

Address of witness (block letters)

<p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the SIGNED by DENIS KATEMOS as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332</p>
<p>Signature of witness: </p>	<p></p>
<p>Name of witness: Danielle Gabris</p>	<p>(Signature) Tier Three Attorney</p>
<p>Address of witness: 1 King Street Concord West NSW</p>	<p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney</p>
<p>*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation</p>	

REC'D 8-AUG-1913 12:20 PM

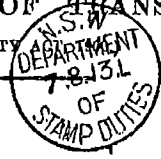
New South Wales.

Fees:
Transfer
Endorsement
Certificate

30/1
8-813



MEMORANDUM OF TRANSFER. R 22 AUG. 1913 4 P.M.
REAL PROPERTY DEPARTMENT A 43417



FEE SIMPLE.

Name, residence, occupation, or other designation of Transferor.

By WILLIAM BUCHANAN of Merton near Sydney in the State of New South Wales and CECILE HENRI BUCHANAN of Glenwillow in the State of Queensland

- b If a test estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 8.)
- d If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,* in consideration of THREE THOUSAND POUNDS

(£ 3000.0.0)

- e Name, residence, occupation, or other designation of transferee. If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by LILLIE BIRCH Cert 11 "New" wife of Reginald Lionel Birch of Sydney near Sydney Gentleman

the receipt whereof I hereby acknowledge,

- f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said Emily Blanch Cornell Russell

- g Area, in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

- h Parish or town and county.

situate in Parish of Alexandria County of Cumberland

- i "The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

- j "Crown Grant," or "Certificate of Title."

dated 25th January 1913 registered volume No. 2335 folio 56 as delineated on Surveyor's Sketch annexed hereto and therein edged red

- k

Together with a right of way at the rear of the adjoining property known as the Hotel Mansions of width of three feet eight and one half inches and to a height of eight feet and which right of way is now used in connection with the land hereby transferred and is shown on the Surveyor's sketch annexed hereto

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix— "as delineated in the plan heron for annexed hereto" or "described as follows, viz." Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be crossed through with the pen, and these substituted written over them, the alteration being verified by signature or initials in the margin or noted in the attestation.

[Price, 6d.]

[Rule up all blanks before signing.]

Rolling action taken
SEE P.P. 900103

912

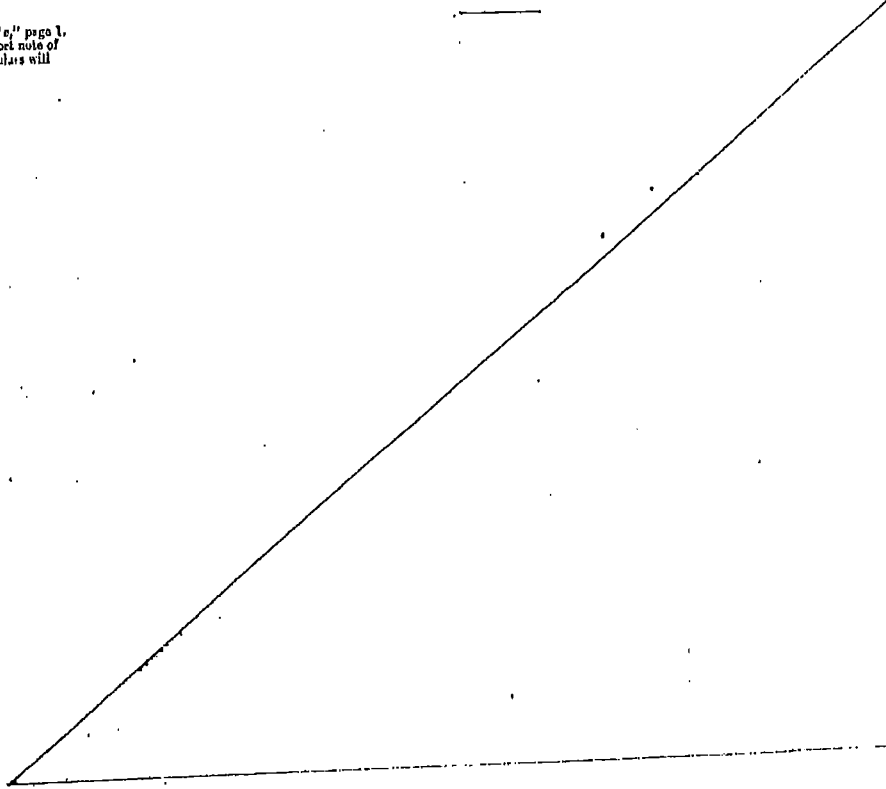
942

352

W. G. E. Dale, Sydney

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

P See note "a," page 1.
A very short note of
the particulars will
suffice.



[Rule up all blanks before signing.]

M If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J. P., or Commissioner
for Affidavits, to whom
the Transferor is
known, no further
authentication is
required. Otherwise
the attesting witnesses
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferor or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained to
him, and that he
appeared fully to un-
derstand the same."

In witness whereof, I have hereto subscribed my name, at Lydney
the Sixth day of August in the year
of our Lord one thousand nine hundred and thirteen

Signed in my presence by the said

WILLIAM BUCHANAN
WHO IS PERSONALLY KNOWN TO ME

W. Buchanan

Signed in my presence by the
said Charles Henry Buchanan
who is personally known to
me

CH. Buchanan

W. Buchanan
Transferor

CH. Buchanan

Best attestation for
additional parties if
required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the
usual declaration that no notice of revocation has been received.

For the signature of the Transferee here to an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or impersonation, and for this reason it is essential that the signature should, if possible, be obtained.

* Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said

EVILY BLANCH CONNELL
 PERSONAL WHO IS PERSONALLY KNOWN TO ME

Connell
cel to Houston Co
Sole Agency

Evily B. Connell
 Transferee.

(* The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "c" in margin.)
 N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £200; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me, at

....., the

day of

....., one thousand nine hundred and

the attesting witness to this instrument, 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.

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferee.
- t Name of Transferee.

u Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

No. **A43417** Memorandum of Transfer of

of Messrs. H. of Lot 1
 of the Little's Estate
 at 10 King Street
 City of Sydney
 part of Alexandria
 Co. of Cumberland
 (together with a Right of Way)

W. Buchanan }
 G. A. Buchanan } Transferrer.

Emily Blanchbonnell Russell Transferee.

Lodged by

(Name)

(Address)



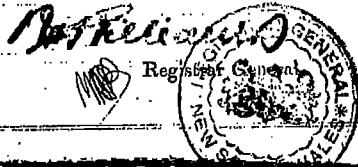
Particulars entered in the Register Book, Vol. 2335

Folio 56

the 22nd day of August, 1913

at 4 minutes o'clock

in the afternoon



	DATE.	INITIALS.
SENT TO SURVEY BRANCH	11.8.13	[initials]
RECEIVED FROM RECORDS	16.8.13	[initials]
DRAFT WRITTEN	18.8.13	[initials]
DRAFT EXAMINED	19.8.13	[initials]
SENT TO RECORDS (REQUISITION)		
REGISTR.		
DRAFT FORWARDED	20.8.13	[initials]
RECEIVED FROM RECORDS	21.8.13	[initials]
CERTIFICATE ENGROSSED	22.8.13	[initials]
DIAGRAM COMPLETE	30.8.13	[initials]
CERTIFICATE EXAMINED	16.9.13	[initials]
ACCOUNTANT	18.9.13	[initials]
DEP. REGISTRAR GENERAL		[initials]

25 AUG. 1913

VOL. 2401 FOL. 187

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No transfer can be registered until the fees are paid. If a transfer is to be registered, and it is desired to have a certificate for the remainder, which could be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but if a part only of the land be transferred, and it is desired to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate to be issued.
 Transfers in fee simple require separate Certificates. Fees will be required for each additional Certificate.
 The fee on a Certificate is 10s. and 2s. for every new Certificate, whether issued to a transferee or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take out a new Certificate of the whole of the land transferred, and he may have the original Title returned to him, with a memorial of the Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer must be registered at the moment it is recorded.
 Certificates will be returned on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



R.P. 13
New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY)



7697
1937
1.5.0
2.11.6

C614827

J. F. CORDINGLEY PTY. LIMITED (Formerly B. Cordingley Limited) formerly duly incorporated whose Registered Office is at Hotel Mansions, Kellie Street, Darlinghurst Sydney in the State of New South Wales (herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of FIVE THOUSAND ONE HUNDRED POUNDS

(£5,100) (the receipt whereof is hereby acknowledged) paid to it by

FANNY REBECCA BOUCHER the Wife of Guy Bouchier Boucher of Darling Point near Sydney aforesaid Gentleman and MARCIA EVELYN WILLIAMS of Darling Point aforesaid Spinster (herein called transferees)

do hereby transfer to the said transferees as joint tenants All such its Estate and Interest in ALL THE land mentioned in the schedule following:-

No.	County	Parish	State if Whole or Part	Vol.	Pa.
1	Cumberland	Alexandria	Part and being the land shown in the Plan of Sub-division hereunto annexed and therein edged red.	4214	42

And the transferees covenants with the transferor And the Transferor for itself its successors and assigns DOETH HEREBY grant and transfer unto the said Transferees their and each of their heirs executors administrators and assigns as appurtenant to the land hereby transferred free use and passage of running of water sewerage and drainage as ordinarily goes off or is to go off the land hereby transferred and the buildings built in through and by the drains sewers pipes or connections running from the southern boundary of the subject land in on through and under the adjoining land of the Transferor and communicating with the pipes leading from the Board's Sewer in Mansion Lane to the eastern boundary of the said adjoining land of the Transferor which said drains sewers pipes or connections are more particularly shown on the Plan annexed hereto and therein marked blue which said adjoining land as aforesaid contains the residue of the land contained in the said Certificate of Title such grant to endure until such time as the buildings known as "Kelleff House" erected on the subject land are demolished when the transferees their executors administrators and assigns will pay in full the property services by an independent ENCUMBRANCES &c. REFERRED TO.

Subject to the reservations and conditions referred to in the said Crown Grant

Signed at Sydney
THE COMMON SEAL OF B. CORDINGLEY PTY. LIMITED was hereunto affixed by order of a Director of the said company whose signature appears hereon in the presence of the Secretary of the said company
Signed
Secretary.

the 18th day of December, 1937
B. CORDINGLEY PTY. LIMITED
William Cordingley
Director

PLAN DEPICTED IN PLAN 336839

Signed in my presence by the transferees
WHO IS PERSONALLY KNOWN TO ME
M. Williams
Sydney

I Accepted and hereby certify this Transfer to be correct for the purposes of the Real Property Act.
M. Williams
M. Williams

(Trusts must not be declared in this instrument)
If two or more state whether as joint tenants or tenants in common.
If the references cannot conveniently be inserted, a copy of an assurance (obtainable from the Registrar-General) may be added.
The references will be deemed to be in the land to be transferred unless it is otherwise stated.
If the land is to be transferred in fee simple, the words "in fee simple" shall be added.
If the land is to be transferred in fee simple subject to a mortgage, the words "in fee simple subject to a mortgage" shall be added.
If the land is to be transferred in fee simple subject to a mortgage and a lease, the words "in fee simple subject to a mortgage and a lease" shall be added.
If the land is to be transferred in fee simple subject to a mortgage, a lease and a charge, the words "in fee simple subject to a mortgage, a lease and a charge" shall be added.
If the land is to be transferred in fee simple subject to a mortgage, a lease and a charge and a trust, the words "in fee simple subject to a mortgage, a lease and a charge and a trust" shall be added.
If the land is to be transferred in fee simple subject to a mortgage, a lease and a charge and a trust and a power of appointment, the words "in fee simple subject to a mortgage, a lease and a charge and a trust and a power of appointment" shall be added.
If the land is to be transferred in fee simple subject to a mortgage, a lease and a charge and a trust and a power of appointment and a right of way or easement or other right, the words "in fee simple subject to a mortgage, a lease and a charge and a trust and a power of appointment and a right of way or easement or other right" shall be added.
Any provision in addition to or modification of the provisions implied by the Act may also be inserted.
If executed within the State this instrument should be signed or acknowledged before the Registrar-General or Deputy Registrar-General or a Notary Public, a J.P. or Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.
Repeat attestation if necessary.
If the Transferor or Transferees signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared (to be understood) the same.

If signed by virtue of any power of attorney, the original power must be registered, and signed with each dealing and signed by the attorney before a witness.
Section 117 requires that the above Certificate be signed by Transferees, or an Executor, and that it be signed in a penalty of £50, also to damages recoverable by parties injured. If the Registrar signs to meet a case, no objections should be made by anyone. The words referred to should be signed with the pen, and should be verified by signature or initials in the margin, or noted in the margin.

CONSENT OF MORTGAGEE AND ENCUMBRANCEE.

TOOTH & CO. LIMITED Mortgages under Mortgages No. B732214 and No. C525594 respectively and Encumbrances under Encumbrances No. B732215 and No. C525595 respectively release and discharge the land comprised in the within Transfer dated the Twenty first day of December 1937 from B. Gordingley Pty. Limited to Fanny Rebecca Boucher and Marjola Evelyn Williams from such Mortgages and Encumbrances and all claims thereunder and further consents to the Grant of Easement contained in the said Transfer but without prejudice to its rights and remedies as regards the balance of the land comprised in such Mortgages and Encumbrances respectively.

2-17-37

DATED at Sydney this *fourth* day of December 1937.

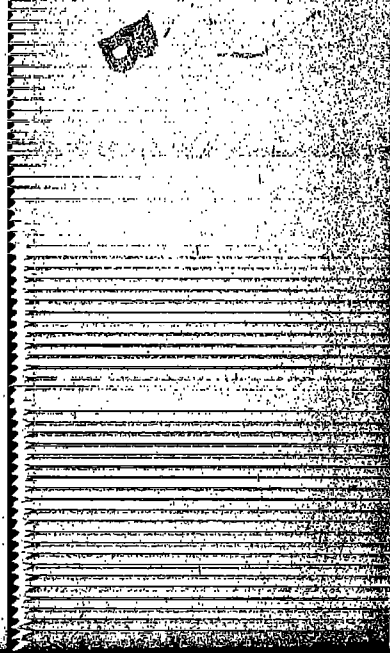
THE COMMON SEAL of TOOTH & CO. LIMITED was affixed hereto by order of the Directors present at a Meeting of the Board of Directors of the said Company in our presence:-

David Sheppard
J. W. Kelly

Directors

A. Denton

Secretary



Official communications must be addressed
to the Town Clerk.

BOX 15015 G.P.O. SYDNEY
TELEPHONE MEMOR
CABLE ADDRESS "ITEMS" SYDNEY
S.C.P.

In future correspondence on
this subject please quote
Ref. No. 2158/31



Town Hall
Sydney N.S.W.

7th December, 1937.

CERTIFICATE OF NEW ROAD OR SUBDIVISION
(Sydney Corporation Act, 1932-1934, Section 298)

CERTIFICATE No. 27/1937.

Applicant.
Name. W.H. Cordingley,
Address. 104 Hunter Street, Sydney

Owner.
Name. B. Cordingley Proprietary Limited,
Address. C/o. W.H. Cordingley, 104 Hunter Street, Sydney.

New Road. Nil.

Subdivision. Property comprised in Certificate of Title, Volume 4214,
Folio 42, with frontages to Baywater Road and Kellott
Street, into two (2) allotments with frontages and areas
as under:-

Lot.	Frontage	Area
'A' 413'3 $\frac{1}{2}$ "	to Kellott Street	... 3,130 sq.ft.
'B' 115'3 $\frac{1}{2}$ "	to Baywater Road) (being balance of C.T.)	... 11,435 sq.ft.

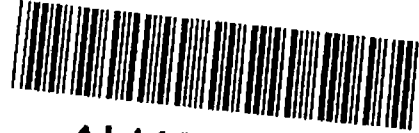
CERTIFICATE

I hereby certify that the requirements of the Sydney Corporation
Act, 1932-1934. (other than the requirements for the registration of plans)
have been complied with by the abovenamed applicant in relation to the
proposed subdivision above described and more particularly set out in the
accompanying plan marked "Plan approved by Council 26th November, 1937,
covered by Town Clerk's Certificate No. 27/1937 of 7th December, 1937."

[Signature]
TOWN CLERK.

Form: 13PC
 Release: 30

POSITIVE COVENA
 New South Wales
 Section 88E(3) Conveyancing Ac



AH654050H

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

(A) TORRENS TITLE	1/188866		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	
	112M	COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P	
	Reference:	S106135 - J Maddox	
(C) REGISTERED PROPRIETOR	Of the above land TOGA MANSIONS PTY LIMITED (ACN: 149 068 351)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AG900754	Bank of Western Australia Limited
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 COUNCIL OF THE CITY OF SYDNEY		

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

DATE 4 APRIL 2013

(G) Execution by the prescribed authority

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature] Signature of authorised officer: [Signature]
 Name of witness: RHONDA LONGWORTH Name of authorised officer: Marcia Claire Doheny
 Address of witness: 456 Kent Street, Sydney Position of authorised officer: Power of Attorney
BOOK 4572 No.994

(G) Execution by the registered proprietor

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Toga Mansions Pty Limited (ACN: 149 068 351)
 Authority: section 127 of the Corporations Act 2001
 Signature of authorised person: [Signature] Signature of authorised person: [Signature]
 Name of authorised person: ALLAN VIDOR Name of authorised person: ADRIAN PAUL WHITING
 Office held: Director Office held: Director/Secretary

(H) Consent of the mortgagee

The mortgagee under mortgage No. AG900754, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature] Signature of mortgagee: [Signature]
 Name of witness: DAVID GREEN
 Address of witness: W11, 45 Clarence St Sydney
 PRINT NAME POSITION [Signature]

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 1 IN DEPOSITED PLAN 188866 BETWEEN COUNCIL OF THE CITY OF SYDNEY AND TOGA MANSIONS PTY LIMITED

DATED 4th day of APRIL 2013

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier 1/188866") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land burdened is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land burdened;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of:
 - (i) any blockage of or surcharge or backflow from Council's drainage system;
 - (ii) the connection to Council's drainage system;

Witness (signature):

RHONDA LONGWORTH

Name (printed):

Director (signature):

Name (printed): ALLAN VIDOR

Marcia Claire Doheny

Director/Secretary (signature):


Name (printed):

ADRIAN PAUL WHITING

- (iii) the construction of the private connection beneath the footway or its presence in the public way;
- (iv) the relocation of the gully pit;
- (v) any costs and expenses of disconnection under paragraph (c);

to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened;

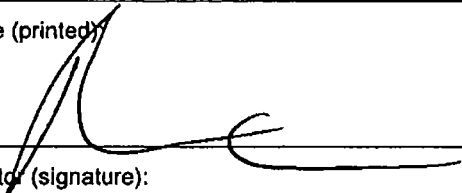
- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.



Witness (signature):

RHONDA LONGWORTH

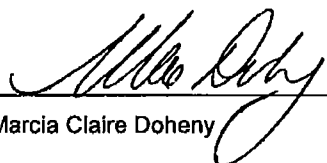
Name (printed):



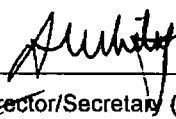
Director (signature):

ALLAN VIDOR

Name (printed):



Marcia Claire Doherty



Director/Secretary (signature):

ADRIAN PAUL WHITING

Name (printed):

Form: 13RPA
 Release: 3-0

**RESTRICTION
 USE OF LAND
 PRESCRIBED AUTHORITY**
 New South Wales
 Section 88E(3) Conveyancing Act 1919



onal

AH654051F

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

(A) TORRENS TITLE	1/188866		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	112M	COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P Reference: S106135 - J Maddox	RV
(C) REGISTERED PROPRIETOR	Of the above land TOGA MANSIONS PTY LIMITED (ACN: 149 068 351)		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AG900754	Bank of Western Australia Limited
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 COUNCIL OF THE CITY OF SYDNEY		

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

DATE 4 APRIL 2013

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
 Name of witness: RHONDA LONGWORTH
 Address of witness: 456 Kent Street
 SYDNEY NSW 2000

Signature of authorised officer:
 Name of authorised officer: Marcia Claire Doheny
 Position of authorised officer: Power of Attorney
 Book 4572 Reg No. 994

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Toga Mansions Pty Limited (ACN: 149 068 351)
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
 Name of authorised person: ALLAN VIDOR
 Office held: Director

Signature of authorised person:
 Name of authorised person: ADRIAN PAUL WHITING
 Office held: Director/Secretary

(H) The mortgagee under mortgage No. AG900754 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
 Name of witness: DAVID GLEIB
 Address of witness: Level 11, 45 Clarence St
 SYDNEY

Signature of mortgagee:
 PRINT NAME
 POSITION

**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A
PRESCRIBED AUTHORITY ON LOT 1 IN DEPOSITED PLAN 188866 BETWEEN
COUNCIL OF THE CITY OF SYDNEY AND TOGA MANSIONS PTY LIMITED**

DATED: 4th day of APRIL 2013

RESTRICTION ON RESIDENTIAL DEVELOPMENT

The accommodation portion of the building (levels 1-4) must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the South Sydney Local Environmental Plan 1998.


"Consent" means the consent granted to Development Application D/2011/1066 in accordance with the Environmental Planning and Assessment Act 1979;

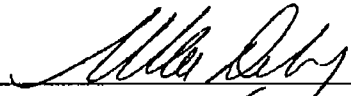
"Residential Accommodation" means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.

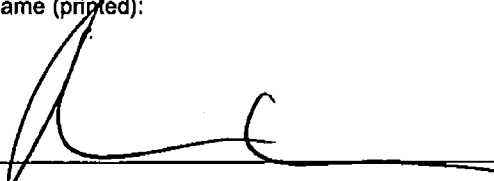
RESTRICTION ON USE OF CAR SPACES


The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that:

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


Witness (signature):
Name (printed): RHONDA LONGWORTH


Marcia Claire Doherty


Director (signature):
Name (printed): ALLAN VIDOR


Director/Secretary (signature):
Name (printed):

BRIAN PAUL WHITING



AN376506N

Form: 1SCH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 20
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP88895	
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(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any McCormacks Solicitors Suite 5:01, Level 5, 151 Castlereagh St LLPN 123 732S Sydney NSW 2000	CODE CH
	1024D	Reference: Strata Plan no.88895	

(C) The Owners-Strata Plan No. 88895 certify that pursuant to a resolution passed on 21/12/2017 and
 (D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015
 the by-laws are changed as follows—

(E) Repealed by-law No. _____
 Added by-law No. Special by-law 3
 Amended by-law No. _____
 as fully set out below:
 See Annexure "A"

(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. 88895 was affixed on 29/5/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
 Name: Michael McCormack
 Authority: Strata Manager
 Signature: _____
 Name: _____
 Authority: _____



Consolidated By-Laws for Strata Plan No. 88895

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1 Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

Act the Strata Schemes Management Act 1996;

Architectural Code the architectural standards and landscape standards for the Building set out in Schedule 2 of the Strata Management Statement;

Building the building on the Parcel known as Manor;

Building Management Committee the committee appointed under the Strata Management Statement;

by-laws these by-laws:

Common Property so much of the Parcel as from time to time is not comprised in any Lot;

Council the Council of the City of Sydney or its successor;

Development Consent the consent to development application no. DA/2011/1066, as amended or substituted from time to time;

Excluded Dog:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the Companion Animals Act 1998;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel;
or
- (e) is required by Law for fire safety or that otherwise improves fire safety;

Garbage Room the garbage room located on the Common Property on the Basement level of the Building;

Government Agency any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

Lot a lot in the Strata Plan;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

- (a) except as provided in paragraph (d), a person for the time being recorded in the register as entitled to an estate in that Lot;
- (b) a mortgagee in possession of a Lot;
- (c) a covenant chargee in possession of a Lot; or
- (d) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 98 of the Act;

Owners Corporation the owners corporation for the Strata Scheme;

Parcel the land comprised in the Strata Scheme;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Rules the rules made under these by-laws;

Rooftop Terrace external area which is on Common Property and includes furniture, landscaping, associated lighting and irrigation, and is subject to by-law 24;

Security Key a key, magnetic or other device used to:

- (a) open and close gates or locks;
- (b) operate alarms, security systems or communications systems; or
- (c) operate any equipment or system if applicable;

Screens any fly screens or other external screen or door which is attached to windows or doors;

Storage Area means that part of the Lot which is noted as "S" or "ST" on the Strata Plan;

Strata Management Statement the strata management statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan the strata plan registered with these by-laws; and

Strata Scheme the strata scheme constituted on registration of the Strata Plan; and

Unused Bicycle is a bicycle that has been left in the bicycle storage area for more than 3 months which the building manager observes as unused (flat tyres, dusty, and likely extensive cobwebs).

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
 - (a) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (b) the singular includes the plural and vice versa;
 - (c) any gender includes all other genders;
 - (d) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (e) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.
- 1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

Owners Corporation Consent

- 1.8 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- 1.9 Subject to an express provision in these by-laws the Owners Corporation must, acting reasonably:
 - (a) give consent conditionally or unconditionally; or
 - (b) withhold its consent.
- 1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 1.11 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:

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

1.12 The Owners Corporation must give any consent required under these by-laws in writing.

2 Laws and Instruments

2.1 These by-laws set out the rules of the Strata Scheme and bind:

- (a) Owners;
- (b) Occupiers;
- (c) the Owners Corporation; and
- (d) Permitted Persons.

Strata Management Statement

- 2.2 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.
- 2.3 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.4 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.
- 2.5 The Executive Committee of the Owners Corporation shall from time to time appoint from its members a representative and a substitute representative to represent the Owners Corporation at meetings of the Building Management Committee.
- 2.6 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.7 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.8 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Architectural Code

- 2.9 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Code when carrying out any works to a Lot or the Common Property.

Rules

- 2.10 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.

- 2.11 The Rules must be consistent with these by-laws.
- 2.12 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.13 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.14 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By Laws

- 2.15 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

Compliance with Laws

- 2.16 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

- 2.17 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

- 2.18 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

- 2.19 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:
- (a) the Owners Corporation may enforce a by-law by legal means;
 - (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
 - (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;
 - (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
 - (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

- 2.20 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

3 Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

- 3.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might unreasonably interfere with another Owner's or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

- 3.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Common Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

- 3.3 An Owner or Occupier must not light and/or smoke any cigar, cigarette or pipe in the following areas of the Parcel:
- (a) the Common Property (including, without limitation, the lifts, lobby, foyers, stairwells, Rooftop Terrace, balconies, terrace areas, basement, access ways, Storage Areas and exclusive use areas);
 - (b) in any other part of the basement;
 - (c) within 3 metres of an entrance or air intake to the Building;
 - (d) on any balcony of a Lot unless the balcony is fully enclosed; and
 - (e) in any other part of a Lot from which smoke is likely to escape or travel into another Lot or onto the Common Property so as to cause a nuisance or inconvenience to any other Owner or Occupier.

Children

- 3.4 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 3.5 An Owner or Occupier must use reasonable endeavours to ensure that a Permitted Person does not behave in a manner likely to unreasonably interfere with an Owner's or Occupier's or a Permitted Person's right to peaceful enjoyment of a Lot or the Common Property.

Increasing Insurance

- 3.6 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 3.7 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- 3.8 Provided the Owner of the relevant Lot complies with by-law 3.7, it will not be in breach of by-law 3.6 with respect to any increase in premium arising out of the use of its Lot.

4 Common Property

Obligations of Owners and Occupiers

- 4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
- (a) leave anything on Common Property;
 - (b) obstruct the use of Common Property;
 - (c) use any part of Common Property for the Owner's or Occupiers own purposes;
 - (d) erect any structure on Common Property;
 - (e) attach any item to Common Property;
 - (f) do or permit anything to be done to Common Property which might cause damage; or
 - (g) alter Common Property.
- 4.2 By-law 17 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e) or (g) of by-law 4.1.
- 4.3 An Owner or Occupier must:
- (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.
- 4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

- 4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
- (a) promptly notify the Owners Corporation of the damage caused; and
 - (b) compensate the Owners Corporation accordingly.

Safety

- 4.6 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 4.7 The Owners Corporation must:
- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
 - (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
 - (c) provide a copy of the annual fire safety statement referred to in by-law 4.7(a) to Council.

5 External Appearance

General

- 5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 5.2 To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white or off-white in colour.

Hanging of Washing & Other Items

- 5.3 An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including on or from the balcony of a Lot if they can be viewed from outside the Lot of that Owner or Occupier.

Screens

- 5.4 An Owner or Occupier must not install Screens to an entry door to a Lot.
- 5.5 An Owner or Occupier may install Screens on the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is one consistent with the requirements laid out in the Architectural Code. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

- 5.6 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Executive Committee and if required, any Government Agency.

6 Floor Coverings

Noise

- 6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 6.2 Without limiting the requirements of this by-law 6, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot other than carpet and underlay, where carpet and underlay originally existed, the impact insulation rating of an installed floor system must have an impact isolation classification of not less than 50 as measured in accordance with AS1055-1997 and must generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law 6.2 is in conflict with other by-laws, the standard set in this by-law 6.2 takes precedence.

Consent

- 6.3 Except where an Owner or Occupier is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

- 6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.2.

Certificate

- 6.5 Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in by-law 6.2 including those in the report required under by-law 6.4. If such certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

- 6.6 The Owner's Corporation may at any stage conduct further inspections and testing of the floor finish within an Owner's Lot (at the expense of the Owner's Corporation) to ensure continued compliance with the standard set out in by-law 6.2.
- 6.7 If the results of the further inspections and testing carried out by the Owner's Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owner's Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request.
- 6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

Furniture

- 6.9 Where a floor finish other than carpet and underlay has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

Kitchen etc excluded

- 6.10 This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

7 Lights

- 7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.
- 7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within the ceiling of balconies of Lots (whether or not the lights are within Common Property). An Owner or Occupier remains responsible for all wall mounted lights on the balconies of Lots.

8 Storage Areas and Parking on Common Property

Storage Areas

- 8.1 An Owner or Occupier must:
- (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;
 - (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
 - (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;

- (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- (f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

Parking on Common Property

8.2 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9 Keeping of Animals (repealed 3 April 2014, see Special By-Law 1)

10 Cleaning

Cleaning and Maintenance of Lot

10.1 Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

Windows and Doors

10.2 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

10.3 An Owner or Occupier must keep all internal gardens and balconies within a Lot clean, tidy and well maintained.

10.4 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

- (a) properly maintain the soil in the planter boxes;
- (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- (c) only have plants no more than 500mm high.

10.5 Balconies of a Lot must not be:

- (a) used for the storage of goods; or

- (b) enclosed in any way (other than in accordance with the terms of the Architectural Code).

10.6 Upholstered furniture must not be placed within a balcony of a Lot.

11 Moving Goods and Furniture

Notice

11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

Owners Corporation may determine

11.2 The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on the Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

11.3 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on the Common Property except in accordance with that determination.

11.4 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.

11.5 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.5.

12 Garbage Disposal

General

12.1 An Owner or Occupier may access the Garbage Room.

12.2 Each floor of the Building also has:

- (a) a garbage room for recyclable materials; and
- (b) a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).

12.3 Subject to by-law 12.6 an Owner or Occupier may:

- (a) place garbage and waste directly in the main Garbage Room or in the garbage chute (depending on size and volume); and

- (b) place larger items and recyclable electronic goods in the area on the basement level within Common Property designated "Bulky Items & Recyclable Electronic Goods Store". These items are to be disposed of by the Owners Corporation.

Council Collection

- 12.4 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the Garbage Room. The Owners Corporation will be responsible for collection of garbage and waste from the compactor room located at the bottom of the garbage chute and items from the Bulky Items & Recyclable Electronic Goods Store area and delivery of these items to the Garbage Room.
- 12.5 Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

Owner and Occupier obligations

- 12.6 An Owner or Occupier must ensure that:
 - (a) garbage is drained and securely wrapped before being placed in a garbage container or chute;
 - (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines;
 - (c) bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute; and
 - (d) no large items are placed in a garbage chute that might cause a blockage.

Cleaning up spills

- 12.7 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- 12.8 If an Owner or Occupier does not comply with by-law 12.7, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

13 Provision of Amenities or Services

- 13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
 - (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;
 - (d) telecommunication services;
 - (e) landscaping and gardening;

(f) general cleaning; and

(g) security services.

13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the cost for which and/or the conditions on which, it will provide the amenity or service.

14 Storage of Bicycles

14.1 An Owner or Occupier must not:

(a) permit any bicycle to be stored on the Common Property, other than the bicycle storage area in the basement opposite the lift and in an area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and

(b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, Rooftop Terrace, walkways, balcony or other parts of the Common Property (other than an area designated under by-law 14.1(a)).

14.2 The Executive Committee has the right to remove and dispose of any Unused Bicycle if that bicycle is not claimed by an Owner or Occupier within 3 months after notification has been issued to all Owners and Occupiers.

15 Security Keys

Owners Corporation

15.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Owners Corporation must make Security Keys available to:

(a) Owners; and

(b) persons authorised by the Owners Corporation.

Fee

15.3 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

Occupiers

15.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Rules

15.5 A person to whom a Security Key is made available must:

(a) not duplicate or copy the Security Key;

- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16 Building Works & Alterations

Consents

- 16.1 Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- 16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.
- 16.3 Consent of the Owners Corporation is not required to carry out minor work to the interior of Common Property enclosing a Lot.
- 16.4 Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- 16.5 Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).

Notice to Owners Corporation

- 16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- 16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
 - (a) the estimated time period for the carrying out of the proposed alterations or building works;
 - (b) the nature and extent of the proposed alterations or building works; and
 - (c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

- 16.8 During the carrying out of any building works or alterations an Owner must:
 - (a) ensure no damage is caused to services or pipes within the Building;

- (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) repair any damage caused to the Common Property as a result of the building works or alterations;
- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

Audio or Audio Visual Equipment

- 16.9 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.
- 16.10 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

17 Owners Corporation may carry out work

Owners Corporation rights

- 17.1 The Owners Corporation may do anything on or in a Lot:
- (a) which should have been done under these by-laws but has not been done or has not been done properly;
 - (b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
 - (c) to gain access to Common Property for any reasonable purpose.
- 17.2 In the case of Lots 34, 35, 36, 40, and 41 (**Rooftop Lots**), the Owners Corporation may access the Rooftop Lots to use, test and maintain the safety harness anchors located on the roof.
- 17.3 If by-law 17.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:
- (a) enter and remain on the Lot for as long as is necessary; and
 - (b) recover any costs associated with carrying out works under these by-laws from the Owner.
- 17.4 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

17.5 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

- (a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
- (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

17.6 By-law 17.5 is in addition to the powers of the Owners Corporation under the Act.

18 Air conditioning

Centralised Air Conditioning Plant

18.1 A centralised air conditioning plant and equipment (**Air conditioning Equipment**) has been installed on the roof of the Building within Common Property. The Air Conditioning Equipment supplies condenser water to the Lots for the running of air conditioning units installed within each Lot.

18.2 The Owners Corporation must:

- (a) maintain, repair and replace the Air Conditioning Equipment as necessary;
- (b) bear the sole responsibility of insuring the Air Conditioning Equipment;
- (c) comply with the requirements of any Government Agency regarding the operation of the Air Conditioning Equipment; and
- (d) repair damage to the Common Property caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any part of the Air Conditioning Equipment.

18.3 The Owners Corporation must enter into a service agreement with a reputable service provider for the servicing, maintenance and repair of the Air Conditioning Equipment.

18.4 The Owners Corporation must enter into a supply agreement with a utility provider for the supply of gas to the Air Conditioning Equipment.

18.5 The cost of insurance, maintenance, servicing, gas consumption and replacement of the Air Conditioning Equipment will be borne by the Owners Corporation.

18.6 Within each Lot is a device for measuring the amount of condenser water used within the Lot and the meter recording for this usage is located on Common Property. The Owners Corporation is authorised to read the meter. If an Owner or Occupier is using an excessive amount of condenser water the Owners Corporation may charge the Owner or Occupier of that Lot for this excessive amount.

18.7 For the purpose of by-law 18.6, **excessive amount** means an amount which is at least 5% greater than the percentage that the Lot's unit entitlement bears to the total unit entitlements of the Strata Scheme.

- 18.8 For the purpose of clarity the air conditioning units located within each Lot is the Owner's property and the Owner is responsible for its maintenance, repair and replacement.

Make Good and Indemnity

- 18.9 Damage to the Common Property adjacent to the air conditioning units installed within each Lot caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.
- 18.10 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

19 Change in Use

- 19.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).
- 19.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

- 20.1 An Owner or Occupier must not:
- (a) interfere with or damage any Fire Safety Device; or
 - (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.
- 20.2 An Owner or Occupier must:
- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
 - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
 - (d) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and
 - (e) subject to receiving notice under by-law 20.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.
- 20.3 Notwithstanding the provisions of this by-law 20, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

- 20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20.2(e). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.
- 20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under this by-law 20.

21 Service by Email

- 21.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Executive Committee or the secretary of the Executive Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").
- 21.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents.
- 21.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- 21.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 21.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

22 Balconies and balustrades

- 22.1 An Owner Occupier must not place items on the balconies;
- (a) which may be capable of falling or being blown off the balcony; or
 - (b) in a manner which might create a safety hazard.
- 22.2 Lightweight injection moulded furniture is not permitted on Balconies.
- 22.3 An Owner or Occupier must not place any items on balustrades.

23 Development Consent Conditions

- 23.1 Owners and Occupiers are required to comply with the provisions of the Development Consent, including the following conditions:
- (a) The Lots must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the South Sydney Local Environmental Plan 1998.
 - (b) No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots or bassinets.

- (c) The total number of adults residing in one Lot shall not exceed twice the number of approved bedrooms.
- (d) If a Lot contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.
- (e) An Owner, Occupier or Owners Corporation shall not permit a building manager or real estate agent to advertise or organise for short term accommodation or share accommodation in the Building.
- (f) Car parking spaces (if any) may only be used for storage related to residence in the Lot with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

24 Rooftop Terrace

24.1 Permitted Persons and Owners and Occupiers of Lots can use the Rooftop Terrace between the hours of 8am and 10pm or such other hours as nominated by the Owners Corporation.

24.2 The following terms and conditions apply to the use of the Rooftop Terrace

- (a) no amplified music before 8am and after 10pm.
- (b) children under the age of 15 years of age must be accompanied and supervised by an adult
- (c) the Rooftop Terrace must be left in a clean and tidy condition and all rubbish removed after use; and
- (d) the Owners Corporation may make rules regarding the use of the Rooftop Terrace.

Special By-law 1 – False Fire Alarms (passed 3 April 2014)

In this by-law:

"Fire Safety Equipment" means the fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the Lots and common property in accordance with legislative requirements or in the interest of safety at Manor Apartments.

"Call Out" means the activation of smoke or fire alarms forming Fire safety equipment resulting in the attendance of an authorized contractor or the Fire Brigade to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of Manor Apartments.

- 1.1 The owner's corporation must take reasonable steps to prevent fires and other hazards at The Manor Apartments.
- 1.2 The owners corporation and you must, in respect of the Building and your Lot, as appropriate:
 - (a) Consult with any relevant Government Agency as to the appropriate fire alarm and Fire safety equipment for the Building and the Lots; and

- (b) Ensure the provision of all adequate Fire safety equipment in the Building and the Lots to the satisfaction of all relevant Government Agencies; and
 - (c) Maintain smoke alarms in your Lot (either battery powered or hard wired with battery backup) to the necessary standard to comply with Australian Standard A3786 (as amended or replaced); and
 - (d) Take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.
- 1.3** To enable the owners corporation to fulfil its obligation to Government Agencies in respect of fire safety, you authorize the owners corporation by its Building Manager to give the name of the occupiers of your Lot to the City of Sydney fire safety officer should that information be sought in relation to fire safety issues at the Building.
- 1.4** You must not:
- (a) Use or interfere with any Fire safety equipment anywhere in the Building or the common property except in the case of an emergency; or
 - (b) Obstruct any fire stairs or fire escape; or
 - (c) Place any items in the fire stairs or fire escapes
 - (d) Do anything to render any smoke alarm ineffective; or
 - (e) Leave open the fire rated front door of a Lot for any reason
- 1.5** Where Fire safety equipment or human error has triggered an alarm in relation to your Lot and
- A Call-out has occurred;
 - it is a false alarm;
 - The Fire safety equipment has not malfunctioned
- You must indemnify the Owners Corporation for any charges (including fines) associated with the Call-out.
- 1.6** You remain solely responsible for any fines or penalties imposed on you by any relevant Government Agency for your failure to comply with its requirements and you must indemnify the owner's corporation from all claims, losses, expenses and costs incurred or damage to property or person suffered arising from
- (a) Your failure to comply with Government Agency requirements and this by-law; and
 - (b) The exercise of the owner's corporation's rights and duties under this by-law
- And must pay the costs on demand.
- 1.7** The owner's corporation may recover the amount payable from the relevant owner as a contribution recoverable under section 80(1) of the Act.

Special By-Law 2 – Animals (passed 3 April 2014)

- 2.1 Subject to section 49(4) of the Act, an owner or occupier of a Lot must not keep or permit any animal to be on a Lot or on the Common Property.

Special By-Law 3 – Works – General (passed 21 December 2017)

Definitions and Interpretation

1. In this by-law:

AAAC means the Association of Australian Acoustical Consultants;

Act means the Strata Schemes Management Act 2015;

Authority means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, statutory, public or other authority having any jurisdiction over the Lot;

Building means the building comprising the Lots and common property constructed on the Parcel;

Building Manager means the building manager or caretaker engaged by the Owners Corporation;

Bond means the sum of \$3,000 (inclusive of GST), or such other amount as may be determined by the strata committee, payable by way of cheque to The Owners – Strata Plan No. 88895 or by electronic funds transfer to the owners corporation's nominated bank account;

Hard Surface Flooring means a floor covering on the lower boundary of a Lot (excluding a kitchen, laundry, lavatory or bathroom) other than carpet including, but not limited to, timber, tiles, parquetry and marble;

Insurance means:

- (a) contractors all risk insurance in the sum of \$10,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
- (b) public liability insurance for an amount of at least \$10,000,000;
- (c) insurance required under the Home Building Act 1989 and, if permissible by the insurer, noting the Owners Corporation as an interested party; and
- (d) workers compensation insurance, if required by law;

LnT,w means the measurement called the weighted standardised impact sound pressure level in accordance with ISO 140-7 and rated in accordance with ISO 717.2;

Lot means any lot in Strata Plan 88895;

Owner means the owner of any Lot;

Owners Corporation means the owners corporation created by registration of strata plan 88895;

Parcel means the land comprising the Lots and common property the subject of the Strata Scheme;

Strata Scheme means the strata scheme constituted on registration of strata plan 88895;

Works means:

- (a) any alterations, additions, improvements, renovations, repair or replacement of:
 - (i) any part of the common property (including for example the common property walls, windows, doors, floors and ceiling enclosing a Lot);
 - (ii) the structure of a Lot;
 - (iii) internal walls inside a Lot (such as dividing walls between two rooms even though they may not be common property);
 - (iv) any part of the balcony attached to a Lot;

- (v) any works which alter, amend, change or penetrate the common property (except for hanging pictures on common property walls inside a Lot);
 - (vi) any Owners fixtures and fittings, cabinetry, benchtops and cupboards.
- (b) The installation or replacement of Hard Surface Flooring.

2. In this by-law a word which denotes:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;
 - (c) any terms in the by-law will have the same meaning as those defined in the Act; and
 - (d) references to legislation includes references to amending and replacing legislation.
3. If this by-law is inconsistent with any other by-law that applies to the Strata Scheme then this by-law prevails to the extent of the inconsistency.

Approval of Owners Corporation required

4. Owners must not carry out or commence to carry out any Works unless the works and plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated in this by-law.

Application to strata committee

5. An Owner seeking to undertake any Works is required to obtain approval of the Owners Corporation and must:
- (a) make an application in writing to the Owners Corporation by tendering it to the Building Manager or strata managing agent (or if a strata managing agent has not been appointed, to the Secretary) using the required application form (if any);
 - (b) include with the application:
 - (i) any fee prescribed by the strata committee from time to time on account of costs incurred by the Owners Corporation (including the strata managing agent's costs) in considering the application (this fee is non-refundable);
 - (ii) detailed plans and specifications for the Works;
 - (iii) a description of the Works including materials and methods;
 - (iv) a proposed work schedule for the Works including an estimate of the time required;
 - (v) information as to whether the Works are to common property or may affect the common property in any way;
 - (vi) information as to whether the Works will or are likely to impact on or affect the structural integrity of the Building;
 - (vii) details of the contractor and any subcontractors that will perform the Works including their name, address, telephone number and licence number;
 - (viii) if the works involve installation or replacement of Hard Surface Flooring provide details of the manufacturer and product specifications and, if required by the strata committee, a report from a suitably qualified acoustic consultant certifying that the LnT,w of the floor complies with the relevant AAAC standard.

6. The strata committee may from time to time publish guidelines with respect to the form of the information and materials that it may or may not require in relation to an application made under this by-law or the matters that it will consider in deciding whether to approve or not approve of an application, provided that those guidelines are not inconsistent with the terms of this by-law or otherwise inconsistent with law.

Determination of application

7. In order for the strata committee to process an application for Works it may:
 - (a) require the Owner to submit further information, such as, further plans, specifications or reports;
 - (b) waive the requirement to submit detailed plans and specifications;
 - (c) require the Owners to provide a report or certification from a suitably qualified consultant (approved by the strata committee and addressed to the Owners Corporation) confirming the proposed Works will not impact on the structural integrity of the Building;
 - (d) if the works involve the installation or replacement of Hard Surface Flooring require the Owner to provide a report or certification from a suitably qualified acoustic consultant (approved by the strata committee and addressed to the Owners Corporation) confirming that the LnT,w of the floor complies with the relevant AAAC standard;
 - (e) appoint a consultant to review any material or any information provided by the Owner (the Owner may be required to pay for or reimburse payment of the consultants fees).
8. In processing the application the strata committee may:
 - (a) act in its own discretion in deciding whether to approve or not approve the application;
 - (b) approve it unconditionally or may impose conditions;
 - (c) disregard its previous decisions.
9. The strata committee must consider and determine an application within 28 days after receipt of all documentation and information required by this by-law.
10. If the strata committee has not approved the application within 28 days then the application will be deemed refused.
11. The strata committee may revoke an approval if an Owner does not comply with the conditions of approval.

Before commencement of Works

12. An Owner must not commence approved Works unless:
 - (a) any documents reasonably required by the Owners Corporation relating to the Works have been provided to the Owners Corporation and the Owners Corporation has approved the Works in writing;
 - (b) any of the necessary approvals from Authorities have been obtained and a copy provided to the Owners Corporation;
 - (c) Insurance, with the Owners Corporation included as an interested party, is effected and maintained and a copy of the certificates of insurance are provided to the Owners Corporation;
 - (d) Any required Bond has been provided to the Owners Corporation which:

- (i) the Owners Corporation's strata managing agent will deposit into the Owners Corporation's bank account; and
- (ii) can be applied by the Owners Corporation in whole or in part, without demand or notice, to comply with any of the Owner's obligations under this by-law if the Owner unreasonably refuses or delays in complying (for example deductions will be made if the common property and any other property is not left clean and tidy or is damaged);
- (e) if the Works involve adding to, altering or erecting a structure on the common property as contemplated by s.108 of the Act, a special resolution has first been passed at a general meeting of the Owners Corporation specifically authorising the carrying out of the works and the making of a by-law (except where such resolution and by-law has already been made);
- (f) the Owner has given the Owners Corporation its written consent to the making of a by-law that provides the Owner will be responsible for the ongoing maintenance and repair of the works.

During Works

13. Whilst the Works are in progress the Owner must:

- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;
- (b) perform the Works during the times determined by an Authority or reasonably approved by the Owners Corporation; unless otherwise specified by the Owners Corporation:
 - (i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 8:00am and 3:00pm Monday to Friday inclusive, excluding Public Holidays;
 - (ii) for any other activities between 8:00am and 5:00 pm Monday to Friday (inclusive); Saturday 8am – 1pm; excluding Public Holidays;
- (c) ensure the Works are carried out without undue delay;
- (d) ensure any fixtures or fittings installed as part of the Works, that are visible from the outside of the Owner's Lot are of an appearance in keeping with the rest of the scheme;
- (e) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
- (f) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the Building;
- (g) comply with any reasonable direction given by the building manager or an strata committee member regarding the manner in which the Works are carried out;
- (h) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation, as arranged in advance with the building manager or strata committee;
- (i) protect all affected areas of the Building outside the Owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;
- (j) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
- (k) ensure that materials, equipment or debris are not stored on the common property;
- (l) ensure the Works do not interfere with, damage or soil any part of another Lot, common property (including any fixtures and fittings), service lines or services

- installed in the Building or other property contained on another lot or common property, unless permitted under this by-law;
- (m) promptly rectify any damage to, or soiling of, any part of another Lot, common property (including any fixtures and fittings), service lines or services installed in the Building at their own cost, where such damage or soiling is caused by the Works;
 - (n) comply with the by-laws and requirements of any Authority concerning the performance of the Works;
 - (o) not vary the Works without first obtaining the consent in writing from the Owners Corporation
 - (p) provide the Owners Corporation's authorised representatives (including the building manager, strata managing agent, members of the strata committee and consultants) with access to the Lot in connection with the Works (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:
 - (i) during a period where the Works are being carried out, within 24 hours of a request by the Owners Corporation (howsoever made); or
 - (ii) otherwise within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances).

After the Works

14. After completion of the Works the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) ensure the common property is left clean and tidy;
 - (c) ensure that all rubbish and debris caused by the Works is removed from the Building and common property;
 - (d) rectify any damage to Lots or common property caused by the carrying out of the Works;
 - (e) notify the Owners Corporation that all damage, if any, to Lots and common property caused by the Works, and not permitted by this by-law, has been rectified;
 - (f) if required provide certification from a suitably qualified consultant (approved by the strata committee and addressed to the Owners Corporation) confirming the Works have not caused any loss of structural integrity of the building and that the rectification works in respect of any damage to lots or common property have been completed;
 - (g) if the works involved the installation or replacement of Hard Surface Flooring, if required by the strata committee, provide a report or certification from a suitably qualified acoustic consultant (approved by the strata committee and addressed to the Owners Corporation) confirming that the LnT,w of the floor is in accordance with the required standard of the AAAC.
 - (h) if the Owner is unable to demonstrate that the LnT,w of any Hard Surface Flooring floor installed or replaced pursuant to this by-law is compliant with the required standard of the AAAC, then the Owner must immediately remove the Hard Surface Flooring and replace it with a floor covering that meets that LnT,w standard;
 - (i) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
 - (j) provide access to the Owners Corporation's authorised representatives (including the building manager, strata managing agent, members of the strata committee and consultants) if required, (on one occasion) within 7 days of receiving request for access, for the purpose of allowing the Owners Corporation's authorised representatives to inspect the Works to ensure that

they have been completed to a satisfactory standard and in accordance with this by-law.

15. Within 1 month after of whichever is the later of:

- (a) receipt of the notice referred to in clause 14(a); or
- (b) receipt of the notice referred to in clause 14(e); or
- (c) receipt of the certificate referred to in clause 14(f); or
- (d) receipt of the report referred to in clause 14(g) which confirms the LnT,w of the floor is in accordance with the required standard of the AAAC;

the Owners Corporation must return the Bond or the balance remaining to the Ownerless any deductions made under clause 12(d)(ii) of this by-law.

Enduring Rights and Obligations

16. The Owner:

- (a) is responsible for the costs of the Works;
- (b) is responsible for the administrative costs associated with the review and approval of the renovation application and the drafting and registration of this by-law;
- (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
- (d) is responsible for the ongoing maintenance of the common property affected by the Works;
- (e) agrees that the Works remain the Owner's fixtures and fittings;
- (f) remains liable for any damage to Lot or common property arising out of the Works;
- (g) must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
- (h) warrants that the Works will not result in any loss of structural integrity of the building;
- (i) must indemnify the Owners Corporation against any increased or extra premium that may become payable by the Owners Corporation for the insurance of the Building directly arising out of the Works;
- (j) must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs as a result of:
 - (i) the Works; and
 - (ii) the use, maintenance, repair, renewal or replacement of the Works including, without limitation, any liability under s.65(6) of the Act for damage to the Works;
- (k) is liable to comply with any direction, notice, order or requirement of any Authority in respect of the Works.

Right to Remedy Default

17. Owners acknowledge 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) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the parcel to carry out that work;
- (c) recover 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).

18. The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

FILM WITH
AN376506

Approved Form 10

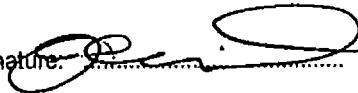
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

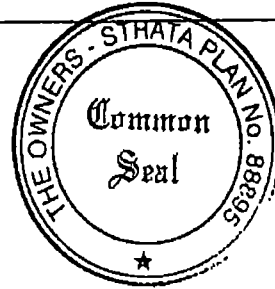
The seal of The Owners - Strata Plan No 88895 was affixed on 29/05/18 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Michael McCormack

Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if Inapplicable.



Lodger Details

Lodger Code 502836S
Name MICHAEL LAURENCE MCCORMACK MCCORMACKS SOLICITORS
Address L 5, SE 501, 151 CASTLEREAGH ST SYDNEY 2000
Lodger Box 1024D
Email MICHAEL@MCCORMACKS.COM.AU
Reference CP/ SP88895 LOG

Land Registry Document Identification

AT430387

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP88895	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP88895
Other legal entity

Meeting Date

23/03/2023

Amended by-law No.

Details Special by-law 3, special by-law 4, special by-law 7

Repealed by-law No.

Details NA

Added by-law No.

Details NA

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP88895
Signer Name MICHAEL MCCORMACK
Signer Organisation MICHAEL LAURENCE MCCORMACK
Signer Role PRACTITIONER CERTIFIER
Execution Date 12/09/2023

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP88895	
(B) LODGED BY	Document Collection Box	Name Michael McCormack Company (IF APPLICABLE) Address Suite 5.01/ Level 5-151 Castlereagh Street SYDNEY NSW 20000 E-mail Michael@mccormacks.com.au Contact Number 0292996722 Customer Account Number (IF APPLICABLE) Reference
		CODE CH

- (C) The Owner-Strata Plan No. 88895 certify that a special resolution was passed on 23/3/2023
- (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. NA
Added by-law No. NA
Amended by-law No. Special by-law 3, Special by-law 4, Special by-law 7
as fully set out below :
Annexure A

- (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. 88895 was affixed on 30/8/2023 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 :



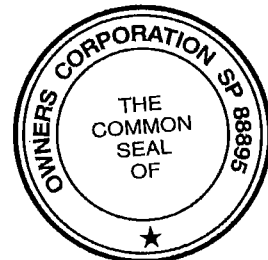
Name : Michael McCormack

Authority : Strata Manager

Signature :

Name :

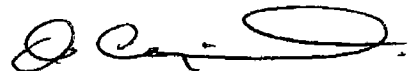
Authority :



Consolidated By-Laws for Strata Plan No. 88895

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1 Definitions and Interpretation

Definitions

1.1 In these by-laws these terms (in any form) mean:

Act the Strata Schemes Management Act 2015;

Architectural Code the architectural standards and landscape standards for the Building set out in Schedule 2 of the Strata Management Statement;

Building the building on the Parcel known as Manor;

Building Management Committee the committee appointed under the Strata Management Statement;

by-laws these by-laws:

Common Property so much of the Parcel as from time to time is not comprised in any Lot;

Council the Council of the City of Sydney or its successor;

Development Consent the consent to development application no. DA/2011/1066, as amended or substituted from time to time;

Excluded Dog:

- (a) pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a fini breazileiro;
- (e) a Japanese tosa;
- (f) any other outcross;
- (g) any dog prohibited from importation into Australia by the Commonwealth government; and
- (h) an unregistered or dangerous dog under the Companion Animals Act 1998;

Fire Safety Device any structure or device contained within a Lot or Common Property that:

- (a) monitors or signals the incidence of smoke, heat or fire within the Parcel;
- (b) provides lighting in the case of smoke, heat or fire within the Parcel;
- (c) controls access throughout the Parcel in the case of smoke, heat or fire in the Parcel (including doors, stairs and lifts);
- (d) extinguishes or decreases the spread of fire, smoke or heat through the Parcel;
or
- (e) is required by Law for fire safety or that otherwise improves fire safety;

Garbage Room the garbage room located on the Common Property on the Basement level of the Building;

Government Agency any governmental, semi-government, statutory, public or other authority having jurisdiction over the Parcel;

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order, consent or direction received from or given by a statutory, public or other competent authority;

Lot a lot in the Strata Plan;

Occupier any person in lawful occupation of a Lot or any part of a Lot;

Owner:

- (a) except as provided in paragraph (d), a person for the time being recorded in the register as entitled to an estate in that Lot;
- (b) a mortgagee in possession of a Lot;
- (c) a covenant chargee in possession of a Lot; or
- (d) a person whose name has been entered on the strata roll as an owner of a Lot in accordance with s 178 of the Act;

Owners Corporation the owners corporation for the Strata Scheme;

Parcel the land comprised in the Strata Scheme;

Permitted Person a person on the Parcel with the express or implied consent of an Owner or Occupier;

Rules the rules made under these by-laws;

Rooftop Terrace external area which is on Common Property and includes furniture, landscaping, associated lighting and irrigation, and is subject to by-law 24;

Security Key a key, magnetic or other device used to:

- (a) open and close gates or locks;
- (b) operate alarms, security systems or communications systems; or
- (c) operate any equipment or system if applicable;

Screens any fly screens or other external screen or door which is attached to windows or doors;

Storage Area means that part of the Lot which is noted as "S" or "ST" on the Strata Plan;

Strata Management Statement the strata management statement registered with the Strata Plan;

Strata Manager is the strata managing agent appointed or to be appointed by the Owners Corporation and includes a reference to employees and contractors of the strata managing agent;

Strata Plan means registered Strata Plan No. 88895; and

Strata Scheme the strata scheme constituted on registration of the Strata Plan; and

Unused Bicycle is a bicycle that has been left in the bicycle storage area for more than 3 months which the building manager observes as unused (flat tyres, dusty, and likely extensive cobwebs).

Interpretation

- 1.2 A word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- 1.3 In these by-laws unless the contrary intention appears a reference to:
 - (a) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (b) the singular includes the plural and vice versa;
 - (c) any gender includes all other genders;
 - (d) a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
 - (e) this instrument includes any variation or replacement of it.
- 1.4 If the whole or any part of a provision of these by-laws is invalid or unenforceable, the validity or enforceability of the remaining by-laws is not affected.
- 1.5 Headings are inserted for convenience of reference only and must be ignored in the interpretation of these by-laws.
- 1.6 The word "includes" in any form is not a word of limitation.
- 1.7 A reference to Law includes all Law amending, consolidating or replacing Law.

Owners Corporation Consent

- 1.8 A person must make an application for the consent of the Owners Corporation under these by-laws in writing.
- 1.9 Subject to an express provision in these by-laws the Owners Corporation must, acting reasonably:
 - (a) give consent conditionally or unconditionally; or
 - (b) withhold its consent.
- 1.10 An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 1.11 Subject to an express provision in these by-laws or any provision of the Act, consents by the Owners Corporation under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
 - (b) the StrataCommittee of the Owners Corporation at an Strata Committee meeting.
- 1.12 The Owners Corporation must give any consent required under these by-laws in writing.

2 Laws and Instruments

- 2.1 These by-laws set out the rules of the Strata Scheme and bind:
- (a) Owners;
 - (b) Occupiers; and
 - (c) the Owners Corporation.

Strata Management Statement

- 2.2 These by-laws should be read in conjunction with the by-laws contained in the Strata Management Statement.
- 2.3 Each Owner, Occupier and the Owners Corporation must perform and observe the provisions of the Strata Management Statement.
- 2.4 When appointing a Strata Manager, the Owners Corporation may (but is not obliged to) appoint the same strata manager appointed by the Building Management Committee.
- 2.5 The Strata Committee of the Owners Corporation shall from time to time appoint from its members a representative and a substitute representative to represent the Owners Corporation at meetings of the Building Management Committee.
- 2.6 If there is any matter or thing that is authorised by these by-laws but is restricted, either entirely or to an extent, by the by-laws contained in the Strata Management Statement, then the by-laws contained in the Strata Management Statement shall prevail over these by-laws to the extent of the inconsistency.
- 2.7 A breach of the by-laws contained in the Strata Management Statement by an Owner or Occupier amounts to a breach of these by-laws by that Owner or Occupier.
- 2.8 A consent under these by-laws does not relieve any Owner, Occupier or the Owners Corporation from obtaining consents under the Strata Management Statement.

Architectural Code

- 2.9 Owners, Occupiers and the Owners Corporation must comply with the requirements of the Architectural Code when carrying out any works to a Lot or the Common Property.

Rules

- 2.10 The Owners Corporation may from time to time make Rules (or add to or change those Rules) about the security, control, management, operation, use and enjoyment of Lots and Common Property in the Strata Scheme.
- 2.11 The Rules must be consistent with these by-laws.

- 2.12 The Rules bind Owners, Occupiers, Permitted Persons and a mortgagee in possession of a Lot.
- 2.13 If a Rule is inconsistent with these by-laws or the requirements of a Government Agency, the by-laws or the requirements of the Government Agency prevail to the extent of the inconsistency.
- 2.14 The Owners Corporation must at all times act in good faith and in a way that is consistent with the operation of the Strata Scheme.

Compliance with these By Laws

- 2.15 Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe these by-laws and take all reasonable steps to ensure that their invitees also comply. If an invitee does not comply, the Owner or Occupier must take all reasonable steps to ensure that the invitee leaves the Strata Scheme.

Compliance with Laws

- 2.16 Each Owner and Occupier must perform and observe all Laws relating to their Lot including without limitation any requirement, notices and orders of any Government Agency.

Covenants and Easements

- 2.17 Each Owner and Occupier must perform and observe the provisions of any covenant, easement or right of way affecting their Lot or the Common Property.

Levies

- 2.18 Each Owner must pay all levies and other amounts required to be paid by them pursuant to these by-laws and the provisions of the Act.

Non-compliance

- 2.19 The following provisions apply if an Owner or Occupier fails to comply with these by-laws:
- (a) the Owners Corporation may enforce a by-law by legal means;
 - (b) the Owners Corporation may do any work on or in a Lot which should have been done by an Owner or Occupier;
 - (c) if the Owners Corporation must do work on or in a Lot, an Owner or Occupier must:
 - (i) give the Owners Corporation or persons authorised by it access to the Lot; and
 - (ii) pay the Owners Corporation for its costs of doing the work;
 - (d) the Owners Corporation may recover any money owed to it by an Owner under the by-laws or the Act as a debt; and
 - (e) the powers of the Owners Corporation under this by-law are in addition to those available to it under the Act.

Applications

- 2.20 Any application or other communication by an Owner or Occupier to the Owners Corporation must be made in writing and delivered to the Strata Manager.

3 Behaviour of Owners, Occupiers and Permitted Persons

Noise and Vibration

- 3.1 An Owner or Occupier must not create noise or vibration on a Lot or the Common Property which might unreasonably interfere with another Owner's or Occupier's right to peaceful enjoyment of a Lot or the Common Property.

Behaviour

- 3.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Common Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier.

Smoking

- 3.3 An Owner or Occupier must not light and/or smoke any cigar, cigarette or pipe in the following areas of the Parcel:
- (a) the Common Property (including, without limitation, the lifts, lobby, foyers, stairwells, Rooftop Terrace, balconies, terrace areas, basement, access ways, Storage Areas and exclusive use areas);
 - (b) in any other part of the basement;
 - (c) within 3 metres of an entrance or air intake to the Building;
 - (d) on any balcony of a Lot unless the balcony is fully enclosed; and
 - (e) in any other part of a Lot from which smoke is likely to escape or travel into another Lot or onto the Common Property so as to cause a nuisance or inconvenience to any other Owner or Occupier.

Children

- 3.4 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier only remains in or on areas of Common Property which are of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 3.5 An Owner or Occupier must use reasonable endeavours to ensure that:
- (a) a Permitted Person does not behave in a manner likely to unreasonably interfere with an Owner's or Occupier's or a Permitted Person's right to peaceful enjoyment of a Lot or the Common Property; and

- (b) a Permitted Person complies with the by-laws as if they were an Owner or an Occupier

Increasing Insurance

- 3.6 An Owner or Occupier must not do anything that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 3.7 If the use of a Lot results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation, that increase in premium within 5 business days of notification in writing by the Owners Corporation.
- 3.8 Provided the Owner of the relevant Lot complies with by-law 3.7, it will not be in breach of by-law 3.6 with respect to any increase in premium arising out of the use of its Lot.

4 Common Property

Obligations of Owners and Occupiers

- 4.1 An Owner or Occupier may (unless specifically permitted by these by-laws) only do the following to Common Property if that Owner or Occupier first obtains the consent of the Owners Corporation:
 - (a) leave anything on Common Property;
 - (b) obstruct the use of Common Property;
 - (c) use any part of Common Property for the Owner's or Occupiers own purposes;
 - (d) erect any structure on Common Property;
 - (e) attach any item to Common Property;
 - (f) do or permit anything to be done to Common Property which might cause damage; or
 - (g) alter Common Property.
- 4.2 By-law 17 applies to the carrying out of building works or alterations and may apply to paragraph (d), (e) or (g) of by-law 4.1.
- 4.3 An Owner or Occupier must:
 - (a) give notice to the Owners Corporation of any damage to or defect in the Common Property immediately after an Owner or Occupier becomes aware of any damage or defect;
 - (b) use a thing on the Common Property only for the purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Common Property in a manner or for a purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier or a Permitted Person.

- 4.4 Except with the prior consent of the Owners Corporation, an Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item.

Damage to Common Property

- 4.5 If an Owner, Occupier or Permitted Person causes damage to the Common Property while that Owner, Occupier or Permitted Person uses the Common Property then that Owner or Occupier must:
- (a) promptly notify the Owners Corporation of the damage caused; and
 - (b) compensate the Owners Corporation accordingly.

Safety

- 4.6 The Owners Corporation must have a suitably qualified or licensed person carry out a safety inspection of the Common Property at intervals as required by Law.

Fire

- 4.7 The Owners Corporation must:
- (a) prominently display in the Building the annual fire safety statement together with a copy of the current fire safety schedule in respect of each essential fire safety measure as required under the relevant Law;
 - (b) arrange for inspections of each essential fire safety measure by a suitably qualified person in accordance with the relevant Law; and
 - (c) provide a copy of the annual fire safety statement referred to in by-law 4.7(a) to Council.

5 External Appearance

General

- 5.1 An Owner or Occupier must not keep anything within a Lot which is visible from the Common Property or outside of the Building that is not in keeping with the appearance of the Building without the consent of the Owners Corporation.

Window Coverings

- 5.2 To ensure the architectural integrity of the Building, window coverings including louvres, curtains or blinds when viewed from the exterior of the Building must be white or off- white in colour.

Hanging of Washing & Other Items

- 5.3 An Owner or Occupier must not hang any washing, bedding, towels, wetsuits or other articles of a similar nature on any part of the Building including on or from the balcony of a Lot if they can be viewed from outside the Lot of that Owner or Occupier.

Screens

- 5.4 An Owner or Occupier must not install Screens to an entry door to a Lot.

- 5.5 An Owner or Occupier may install Screens on the exterior of the Building so long as the Screen is finished in a colour matching the colour of the window frames and is one consistent with the requirements laid out in the Architectural Code. Any enquiries in relation to the colour and finish must be directed to the Owners Corporation.

Signage

- 5.6 An Owner or Occupier must not erect any signage (whether temporary or permanent), including any "for sale" or "for lease" signs, on a Lot, on Common Property or such that can be seen from outside a Lot without the approval of the Strata Committee and if required, any Government Agency.

6 Floor Coverings

Noise

- 6.1 An Owner or Occupier must ensure that all floor space within an Owner's Lot is covered or otherwise treated to stop the transmission of noise that might unreasonably disturb another Owner or Occupier.

Standard

- 6.2 Without limiting the requirements of this by-law 6, if an Owner or Occupier has or wishes to use a floor finish within an Owner's Lot other than carpet and underlay, where carpet and underlay originally existed, the impact insulation rating of an installed floor system must have an impact isolation classification of not less than 50 as measured in accordance with AS1055-1997 and must generally be compliant with the requirements of the Building Code of Australia or the requirements of the Council, whichever may be the greater. Where this by-law 6.2 is in conflict with other by-laws, the standard set in this by-law 6.2 takes precedence.

Consent

- 6.3 Except where an Owner or Occupier is replacing a floor finish with carpet and underlay, an Owner must obtain the consent of the Owners Corporation before changing or altering the floor finish within a Lot. The Owners Corporation must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request provided a report satisfying the requirements set out in by-law 6.4 has been furnished to the Owners Corporation.

Report

- 6.4 An application for consent by an Owner under by-law 6.3 must include a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission, including impact noise, following installation. The report must state that the proposed floor finish will not breach by-law 6.1 and will comply with by-law 6.2.

Certificate

- 6.5 Following the installation of a floor finish other than carpet and underlay, to demonstrate compliance with this by-law, an Owner must provide the Owners Corporation with a certificate from a qualified acoustic engineer. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in by-law 6.2 including those in the report required under by-law 6.4. If such

certificate is not provided to the Owners Corporation within 3 months of installation of the new floor finish, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

- 6.6 The Owner's Corporation may at any stage conduct further inspections and testing of the floor finish within an Owner's Lot (at the expense of the Owner's Corporation) to ensure continued compliance with the standard set out in by-law 6.2.
- 6.7 If the results of the further inspections and testing carried out by the Owner's Corporation under by-law 6.6 show that there is non-compliance with the standard set out in by-law 6.2, the Owner's Corporation may request that the Owner carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request.
- 6.8 If the Owner does not carry out all works necessary for the floor finish to comply with the standard set out in by-law 6.2 within 14 days of the Owner's Corporation's request, the Owner's Corporation has the right to require the new floor finish to be replaced with carpet and underlay at the cost of the Owner.

Furniture

- 6.9 Where a floor finish other than carpet and underlay has been installed (whether by the original proprietor or otherwise) an Owner or Occupier must ensure that any item of furniture or the like that is placed directly on that floor is fitted with pads or the like (such as self adhesive heavy duty felt) to minimise the transmission of noise when that item is moved over the floor.

Kitchen etc excluded

- 6.10 This by-law does not apply to floor space comprising a kitchen including eating areas, laundry, lavatory, bathroom or entries.

7 Lights

- 7.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within a Lot.
- 7.2 The Owners Corporation is responsible for the repair, maintenance and replacement of the lights within the ceiling of balconies of Lots (whether or not the lights are within Common Property). An Owner or Occupier remains responsible for all wall mounted lights on the balconies of Lots.

8 Storage Areas and Parking on Common Property

Storage Areas

- 8.1 An Owner or Occupier must:
 - (a) not obstruct or otherwise interfere with the mechanical ventilation of any Storage Area and any fire services located in any Storage Area;
 - (b) not, except with the prior written approval of the Owners Corporation, use or store in a Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;

- (c) be responsible for the repair of any damage caused to a Storage Area and Common Property as a result of the use of the Storage Area;
- (d) ensure that a Storage Area is kept clean and free of rubbish and vermin;
- (e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored; and
- (f) not unreasonably restrict access to a Storage Area if access to the Storage Area is required by the Owners Corporation or another Owner or Occupier for the purpose of carrying out maintenance in the vicinity of the Storage Area.

Parking on Common Property

8.2 Subject to these by-laws, an Owner or Occupier must not park a motor vehicle on Common Property without the prior consent of the Owners Corporation.

9 Keeping of Animals

10 Cleaning

Cleaning and Maintenance of Lot

10.1 Each Owner and Occupier must keep their Lot:

- (a) clean and tidy;
- (b) free from rubbish; and
- (c) in good repair and condition.

Windows and Doors

10.2 An Owner or Occupier must keep clean all exterior surface of glass in windows and doors (and if applicable glass balcony louvres and retractable glass walls) on the boundary of the Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier safely or at all.

Balconies and Gardens

10.3 An Owner or Occupier must keep all internal gardens and balconies within a Lot clean, tidy and well maintained.

10.4 If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:

- (a) properly maintain the soil in the planter boxes;
- (b) when watering the plants or soil make sure that water does not go on to Common Property or another Lot; and
- (c) only have plants no more than 500mm high.

10.5 Balconies of a Lot must not be:

- (a) used for the storage of goods; or
- (b) enclosed in any way (other than in accordance with the terms of the Architectural Code).

10.6 Upholstered furniture must not be placed within a balcony of a Lot.

11 Moving Goods and Furniture

Notice

11.1 An Owner or Occupier must not transport any furniture or large object through or on Common Property unless sufficient notice has first been given to the Owners Corporation.

Owners Corporation may determine

11.2 The Owners Corporation may determine that furniture or large objects are to be transported through or on the Common Property (whether in the Building or not) in a specified manner and make other rules regarding the transportation of furniture and large objects through or on the Common Property, including requiring the provision of a bond prior to the transportation of such furniture or large objects through or on the Common Property.

Determination

11.3 If the Owners Corporation has determined the manner in which furniture or large objects are to be transported, an Owner or Occupier must not transport any furniture or large object through or on the Common Property except in accordance with that determination.

11.4 Any determination made by the Owners Corporation under this by-law must not affect the special privileges conferred under these by-laws on particular Owners or Occupiers.

11.5 If an Owner or Occupier damages any part of the Common Property whilst transporting large objects or furniture, that Owner or Occupier must compensate the Owners Corporation in accordance with by-law 4.5.

12 Garbage Disposal

General

12.1 An Owner or Occupier may access the Garbage Room.

12.2 Each floor of the Building also has:

- (a) a garbage room for recyclable materials; and
- (b) a garbage chute for an Owner or Occupier to deposit garbage and waste (other than recyclable materials).

12.3 Subject to by-law 12.6 an Owner or Occupier may:

- (a) place garbage and waste directly in the main Garbage Room or in the garbage chute (depending on size and volume); and
- (b) place larger items and recyclable electronic goods in the area on the basement level within Common Property designated "Bulky Items & Recyclable Electronic Goods Store". These items are to be disposed of by the Owners Corporation.

Council Collection

- 12.4 The Owners Corporation acknowledges that the Council or a private contractor may be responsible for collecting the garbage and recyclable materials only from the Garbage Room. The Owners Corporation will be responsible for collection of garbage and waste from the compactor room located at the bottom of the garbage chute and items from the Bulky Items & Recyclable Electronic Goods Store area and delivery of these items to the Garbage Room.
- 12.5 Garbage, trade waste or recyclable material must not be placed outside the Building at any time.

Owner and Occupier obligations

- 12.6 An Owner or Occupier must ensure that:
- (a) garbage is drained and securely wrapped before being placed in a garbage container or chute;
 - (b) recyclable materials are placed in a container designated for that purpose in the Garbage Room and are separated and prepared in accordance with the applicable recycling guidelines;
 - (c) bottles are drained and cleaned and not broken before placing them in a garbage container designated for that purpose and that bottles, glass or liquids are not deposited in a garbage chute; and
 - (d) no large items are placed in a garbage chute that might cause a blockage.

Cleaning up spills

- 12.7 An Owner or Occupier must immediately clean up any spillage of trade waste, garbage or recyclable material on Common Property which is caused by that Owner or Occupier.
- 12.8 If an Owner or Occupier does not comply with by-law 12.7, the Owners Corporation can do so and can charge the Owner or Occupier a reasonable fee for doing so.

13 Provision of Amenities or Services

- 13.1 Subject to by-law 13.2, the Owners Corporation may determine to enter into arrangements for the provision of amenities or services to 1 or more of the Lots, or to the Owners or Occupiers including:
- (a) window cleaning;
 - (b) garbage disposal and recycling services;
 - (c) electricity, water or gas supply;

- (d) telecommunication services;
- (e) landscaping and gardening;
- (f) general cleaning; and
- (g) security services.

13.2 If the Owners Corporation makes a determination referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the determination the cost for which and/or the conditions on which, it will provide the amenity or service.

14 Storage of Bicycles

14.1 An Owner or Occupier must not:

- (a) permit any bicycle to be stored on the Common Property, other than the bicycle storage area in the basement opposite the lift and in an area as may be designated by the Owners Corporation from time to time as a bicycle storage area; and
- (b) permit any bicycle to be kept in any part of the Common Property including the foyer, stairwells, hallways, Rooftop Terrace, walkways, balcony or other parts of the Common Property (other than an area designated under by-law 14.1(a)).

14.2 The Strata Committee has the right to remove and dispose of any Unused Bicycle if that bicycle is not claimed by an Owner or Occupier within 3 months after notification has been issued to all Owners and Occupiers.

15 Security Keys

Owners Corporation

15.1 The Owners Corporation may restrict access to the Building or parts of the Building by means of Security Keys.

15.2 The Owners Corporation must make Security Keys available to:

- (a) Owners; and
- (b) persons authorised by the Owners Corporation.

Fee

15.3 The Owners Corporation may charge a reasonable fee for an additional or replacement Security Key required by an Owner.

Occupiers

15.4 An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.

Rules

15.5 A person to whom a Security Key is made available must:

- (a) not duplicate or copy the Security Key;
- (b) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
- (c) use reasonable endeavours to ensure the Security Key remains within that person's control;
- (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation; and
- (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft.

16 Building Works & Alterations

Consents

- 16.1 Subject to this by-law 16, an Owner or Occupier must obtain the consent of the Owners Corporation to carry out building works or alterations that will affect Common Property or another Lot.
- 16.2 In addition to the consent of the Owners Corporation under by-law 16.1, an Owner or Occupier must obtain the consent of the Council or any other Government Agency if required.
- 16.3 Consent of the Owners Corporation is not required to do cosmetic works as defined by section 109 of the Act, however consent of the Strata Committee is required to do works under Special By-law 5 – Minor Renovation by Owners – Delegation of Functions.
- 16.4 Consent of the Owners Corporation is not required to the carrying out of building works or alterations contemplated by an exclusive use or special privilege by-law.
- 16.5 Consent of the Owners Corporation to the carrying out of building works or alterations will constitute consent to the lodgement of a development application to the Council or any other Government Agency (if required).
- 16.5.1 Owners doing cosmetic or minor renovations must comply with the SMS.

Notice to Owners Corporation

- 16.6 Except in the case of urgent repairs and maintenance an Owner or Occupier must give the Owners Corporation at least 14 days notice before carrying out any building work or alterations. This applies whether or not consent of the Owners Corporation is required.
- 16.7 The notice under by-law 16.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:
- (a) the estimated time period for the carrying out of the proposed alterations or building works;
 - (b) the nature and extent of the proposed alterations or building works; and

- (c) whether any Common Property or another Lot will be affected.

Carrying out of building works or alterations

16.8 During the carrying out of any building works or alterations an Owner must:

- (a) ensure no damage is caused to services or pipes within the Building;
- (b) ensure that the building works or alterations are carried out to the satisfaction of the Owners Corporation and if appropriate the Council or other Government Agency;
- (c) repair any damage caused to the Common Property as a result of the building works or alterations;
- (d) carry out the building works or alterations promptly; and
- (e) ensure that the building works or alterations are carried out within working hours generally imposed by Council.

Audio or Audio Visual Equipment

16.9 An Owner or Occupier must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment to a party wall or ceiling of a Lot.

16.10 The Owners Corporation must consent to the installation or attachment proposed if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity and performance of the wall or ceiling will not be compromised by the proposed installation.

17 Owners Corporation may carry out work

Owners Corporation rights

17.1 The Owners Corporation may do anything on or in a Lot:

- (a) which should have been done under these by-laws but has not been done or has not been done properly;
- (b) to comply with these by-laws, including remedying, removing or restoring anything on that Lot which is prohibited under these by-laws; or
- (c) to gain access to Common Property for any reasonable purpose.

17.2 In the case of Lots 34, 35, 36, 40, and 41 (**Rooftop Lots**), the Owners Corporation may access the Rooftop Lots to use, test and maintain the safety harness anchors located on the roof.

17.3 If by-law 17.1 applies, the Owners Corporation (including any representative, contractor or agent) is entitled to:

- (a) enter and remain on the Lot for as long as is necessary; and
- (b) recover any costs associated with carrying out works under these by-laws from the Owner.

17.4 The Owners Corporation must indemnify Owners from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owners Corporation of the rights conferred by this by-law.

Notice

17.5 An Owner or Occupier must consent to the Owners Corporation entering onto a Lot to carry out work reasonably required to discharge or give effect to the Owners Corporation's obligations to repair and maintain the Parcel so long as:

- (a) reasonable notice is given to the Owner and Occupier whose Lot the Owners Corporation must enter; and
- (b) the Owners Corporation uses reasonable endeavours to cause as little inconvenience as possible to the Owner and Occupier affected.

17.6 By-law 17.5 is in addition to the powers of the Owners Corporation under the Act.

18 Air conditioning

Centralised Air Conditioning Plant

18.1 A centralised air conditioning plant and equipment (**Air Conditioning Equipment**) has been installed on the roof of the Building within Common Property. The Air Conditioning Equipment supplies condenser water to the Lots for the running of air conditioning units installed within each Lot.

18.2 The Owners Corporation must:

- (a) maintain, repair and replace the Air Conditioning Equipment as necessary;
- (b) bear the sole responsibility of insuring the Air Conditioning Equipment;
- (c) comply with the requirements of any Government Agency regarding the operation of the Air Conditioning Equipment; and
- (d) repair damage to the Common Property caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any part of the Air Conditioning Equipment.

18.3 The Owners Corporation must enter into a service agreement with a reputable service provider for the servicing, maintenance and repair of the Air Conditioning Equipment.

18.4 The Owners Corporation must enter into a supply agreement with a utility provider for the supply of gas to the Air Conditioning Equipment.

18.5 The cost of insurance, maintenance, servicing, gas consumption and replacement of the Air Conditioning Equipment will be borne by the Owners Corporation.

18.6 Within each Lot is a device for measuring the amount of condenser water used within the Lot and the meter recording for this usage is located on Common Property. The Owners Corporation is authorised to read the meter. If an Owner or Occupier is using an excessive amount of condenser water the Owners Corporation may charge the Owner or Occupier of that Lot for this excessive amount.

18.7 For the purpose of by-law 18.6, **excessive amount** means an amount which is at least 5% greater than the percentage that the Lot's unit entitlement bears to the total unit entitlements of the Strata Scheme.

18.8 For the purpose of clarity the air conditioning units located within each Lot is the Owner's property and the Owner is responsible for its maintenance, repair and replacement.

Make Good and Indemnity

18.9 Damage to the Common Property adjacent to the air conditioning units installed within each Lot caused directly or indirectly by an Owner or Occupier must be made good by and at the cost of that Owner in a proper and workmanlike manner and to the satisfaction of the Owners Corporation.

18.10 An Owner must indemnify the Owners Corporation from and against claims, demands and liabilities of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise by the Owner or Occupier of a Lot of the rights conferred by this by-law.

19 Change in Use

19.1 An Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot).

19.2 If the change of use results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

20 Integrity of Fire Safety Systems

20.1 An Owner or Occupier must not:

- (a) interfere with or damage any Fire Safety Device; or
- (b) activate a Fire Safety Device other than in the case of a hazard or danger to the Parcel or any persons on the Parcel.

20.2 An Owner or Occupier must:

- (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device except for smoke detectors within a Lot;
- (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel;
- (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel;
- (d) give the Owners Corporation notice in writing before changing a lock on the door to a Lot or adding additional locks or door hardware; and

(e) subject to receiving notice under by-law 20.4 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing Fire Safety Devices.

- 20.3 Notwithstanding the provisions of this by-law 20, an Owner or Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.
- 20.4 The Owners Corporation must give reasonable notice in writing to the Occupier of a Lot before exercising the right conferred by by-law 20.2(e). If access is not provided, any additional costs incurred by the Owners Corporation in inspecting, certifying or accessing the Lot may be recovered by the Owners Corporation from the Owner or Occupier.
- 20.5 If an Owner or Occupier breaches a provision or provisions of this by-law, the Owners Corporation can exercise the powers granted under this by-law 20.

21 Service by Email

- 21.1 This by-law applies to the service of a notice or other document required or authorised by the Act or the by-laws to be served by the Owners Corporation, Strata Committee or the secretary of the Strata Committee including, the notice or minutes of a general meeting of the Owners Corporation ("**document**").
- 21.2 A document may be served on the Owner of a Lot by electronic means by sending the document to an email address given by the Owner in writing to the Owners Corporation for the service of documents.
- 21.3 A document served by electronic means by sending the document to an email address is taken to be served on the business day after the document is sent unless the sender receives notice, before the business day after the document is sent, that the email has not reached or was not deliverable to the recipient including, automatically generated "undeliverable" and "bounced back" messages but not including "out of office" replies.
- 21.4 If a document is not served by electronic means (whether because the sender receives notice in accordance with by-law 21.3 that the email has not reached or was not deliverable to the recipient or for another reason), the document must be served in any other manner authorised by the Act or the by-laws for the service of the documents.

22 Balconies and balustrades

- 22.1 An Owner Occupier must not place items on the balconies;
- (a) which may be capable of falling or being blown off the balcony; or
- (b) in a manner which might create a safety hazard.
- 22.2 Lightweight injection moulded furniture is not permitted on Balconies.
- 22.3 An Owner or Occupier must not place any items on balustrades.

23 Development Consent Conditions

- 23.1 Owners and Occupiers are required to comply with the provisions of the Development Consent, including the following conditions:

- (a) The Lots must be used as permanent residential accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the South Sydney Local Environmental Plan 1998.
- (b) No more than two adult people shall occupy any bedroom and no bedroom shall contain more than two beds. This excludes children and children's beds, cots or bassinets.
- (c) The total number of adults residing in one Lot shall not exceed twice the number of approved bedrooms.
- (d) If a Lot contains tenants, it must be subject to a residential tenancy agreement for a term of at least three months.
- (e) An Owner, Occupier or Owners Corporation shall not permit a building manager or real estate agent to advertise or organise for short term accommodation or share accommodation in the Building.
- (f) Car parking spaces (if any) may only be used for storage related to residence in the Lot with which the space is associated. No storage should take place for commercial businesses in car parking spaces.

24 Rooftop Terrace

24.1 Permitted Persons, only in the presence of an with invitation from an Owner or Occupier, and Owners and Occupiers of Lots can use the Rooftop Terrace between the hours of 8am and 10pm or such other hours as nominated by the Owners Corporation.

24.2 The following terms and conditions apply to the use of the Rooftop Terrace

- (a) no amplified music before 8am and after 10pm.
- (b) children under the age of 15 years of age must be accompanied and supervised by an adult
- (c) the Rooftop Terrace must be left in a clean and tidy condition and all rubbish removed after use; and
- (d) the Owners Corporation may make rules regarding the use of the Rooftop Terrace.

Special By-law 1 – False Fire Alarms

In this by-law:

"Fire Safety Equipment" means the fire and smoke detection devices, water sprinklers, fire alarms and fire proof doors installed in the Lots and common property in accordance with legislative requirements or in the interest of safety at Manor Apartments.

"Call Out" means the activation of smoke or fire alarms forming Fire Safety Equipment resulting in the attendance of an authorized contractor or the Fire Brigade to investigate the cause and any consequential attendance by the City of Sydney to investigate the fire safety of Manor Apartments.

"You", "you" or "your" means an owner or occupier of a lot in the strata scheme.

- 1.1 The owner's corporation must take reasonable steps to prevent fires and other hazards at The Manor Apartments.
- 1.2 The owners corporation and you must, in respect of the Building and your Lot, as appropriate:
 - (a) Consult with any relevant Government Agency as to the appropriate fire alarm and Fire Safety Equipment for the Building and the Lots; and
 - (b) Ensure the provision of all adequate Fire Safety Equipment in the Building and the Lots to the satisfaction of all relevant Government Agencies; and
 - (c) Maintain fire alarms in your Lot (either battery powered or hard wired with battery backup) to the necessary standard to comply with Australian Standard A3786 (as amended or replaced); and
 - (d) Take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.
- 1.3 To enable the owners corporation to fulfil its obligation to Government Agencies in respect of fire safety, you authorize the owners corporation by its Building Manager to give the name of the occupiers of your Lot to the City of Sydney fire safety officer should that information be sought in relation to fire safety issues at the Building.
- 1.4 You must not:
 - (a) Use or interfere with any Fire Safety Equipment anywhere in the Building or the common property except in the case of an emergency; or
 - (b) Obstruct any fire stairs or fire escape; or
 - (c) Place any items in the fire stairs or fire escapes
 - (d) Do anything to render any fire alarm ineffective; or
 - (e) Leave open the fire rated front door of a Lot for any reason
- 1.5 Where Fire Safety Equipment or human error has triggered an alarm in relation to your Lot and
 - A Call-out has occurred;
 - it is a false alarm;
 - The Fire Safety Equipment has not malfunctioned

You must indemnify the Owners Corporation for any charges (including fines) associated with the Call-out.
- 1.6 You remain solely responsible for any fines or penalties imposed on you by any relevant Government Agency for your failure to comply with its requirements and you must indemnify the owner's corporation from all claims, losses, expenses and costs incurred or damage to property or person suffered arising from
 - (a) Your failure to comply with Government Agency requirements and this by-law; and
 - (b) The exercise of the owner's corporation's rights and duties under this by-law

And must pay the costs on demand.

- 1.7 The owner's corporation may recover the amount payable from the relevant owner as a contribution recoverable under section 86(2A) of the Act.

Special By-Law 2 – Animals (repealed 22 December 2021)

Special By-Law 3 – Works – General (amended 23 March 2023)

Definitions and Interpretation

1. In this by-law:

AAAC means the Association of Australian Acoustical Consultants;

Act means the Strata Schemes Management Act 2015;

Authority means a principal certifying authority as defined under the Environmental Planning and Assessment Act 1979 including any government, semi government, Statutory, public or other authority having any jurisdiction over the Lot;

Building means the building comprising the Lots and common property constructed on the Parcel;

Building Manager means the building manager or caretaker engaged by the Owners Corporation;

Bond means the sum of \$3,000 (inclusive of GST), or such other amount as may be determined by the strata committee, payable by way of cheque to The Owners – Strata Plan No. 88895 or by electronic funds transfer to the owners corporation's nominated bank account;

Hard Surface Flooring means a floor covering on the lower boundary of a Lot (excluding a kitchen, laundry, lavatory or bathroom) other than carpet including, but not limited to, timber, tiles, parquetry and marble;

Insurance means:

- (a) contractors all risk insurance in the sum of \$10,000,000 and if permissible by the insurer noting the Owners Corporation as an interested party;
- (b) public liability insurance for an amount of at least \$10,000,000;
- (c) insurance required under the Home Building Act 1989 and, if permissible by the insurer, noting the Owners Corporation as an interested party; and
- (d) workers compensation insurance, if required by law;

LnT,w means the measurement called the weighted standardised impact sound pressure level in accordance with ISO 140-7 and rated in accordance with ISO 717.2;

Lot means any lot in Strata Plan 88895;

Owner means the owner of any Lot;

Owners Corporation means the owners corporation created by registration of strata plan 88895;

Parcel means the land comprising the Lots and common property the subject of the Strata Scheme;

Strata Scheme means the strata scheme constituted on registration of strata plan 88895;

Works means:

- (a) any alterations, additions, improvements, renovations, repair or replacement of:
 - (i) any part of the common property (including for example the common property walls, windows, doors, floors and ceiling enclosing a Lot);
 - (ii) the structure of a Lot, including waterproofing and external appearance of the lot;
 - (iii) internal walls inside a Lot (such as dividing walls between two rooms even though they may not be common property);
 - (iv) any part of the balcony attached to a Lot;
 - (v) any works which alter, amend, change or penetrate the common property (except for hanging pictures on common property walls inside a Lot);
 - (vi) any Owners fixtures and fittings, cabinetry, benchtops and cupboards.
- (b) The installation or replacement of Hard Surface Flooring.

2. In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

3. If this by-law is inconsistent with any other by-law that applies to the Strata Scheme then this by-law prevails to the extent of the inconsistency.

Approval of Owners Corporation required

4. Owners must not carry out or commence to carry out any Works unless the works and plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated in this by-law.

Application to strata committee

5. An Owner seeking to undertake any Works is required to obtain approval of the Owners Corporation and must:
 - (a) make an application in writing to the Owners Corporation by tendering it to the Building Manager or strata managing agent (or if a strata managing agent has not been appointed, to the Secretary) using the required application form (if any);
 - (b) include with the application:
 - (i) any fee prescribed by the strata committee from time to time on account of costs incurred by the Owners Corporation (including the strata managing agent's costs) in considering the application (this fee is non-refundable);
 - (ii) detailed plans and specifications for the Works;
 - (iii) a description of the Works including materials and methods;
 - (iv) a proposed work schedule for the Works including an estimate of the time required;
 - (v) information as to whether the Works are to common property or may affect the common property in any way;
 - (vi) information as to whether the Works will or are likely to impact on or affect the structural integrity of the Building;
 - (vii) details of the contractor and any subcontractors that will perform the Works including their name, address, telephone number and licence number;
 - (viii) if the works involve installation or replacement of Hard Surface Flooring provide details of the manufacturer and product specifications and, if required by the strata committee, a report from a suitably qualified acoustic consultant certifying that the LnT,w of the floor complies with the relevant AAAC standard.
 - (c) comply with the Strata Management Statement (SMS) including the consent of the Building Management Committee (BMC) where required.
 - (d) consent to the approved works being included on the Special By-law 4 – Renovations Register.

6. The strata committee may from time to time publish guidelines with respect to the form of the information and materials that it may or may not require in relation to an application made under this by-law or the matters that it will consider in deciding whether to approve or not approve of an application, provided that those guidelines are not inconsistent with the terms of this by-law or otherwise inconsistent with law.

Determination of application

7. In order for the strata committee to process an application for Works it may:
 - (a) require the Owner to submit further information, such as, further plans, specifications or reports;
 - (b) waive the requirement to submit detailed plans and specifications;
 - (c) require the Owners to provide a report or certification from a suitably qualified consultant (approved by the strata committee and addressed to the Owners Corporation) confirming the proposed Works will not impact on the structural integrity of the Building;
 - (d) if the works involve the installation or replacement of Hard Surface Flooring require the Owner to provide a report or certification from a suitably qualified acoustic consultant (approved by the strata committee and addressed to the Owners Corporation) confirming that the LnT,w of the floor complies with the relevant AAAC standard;
 - (e) appoint a consultant to review any material or any information provided by the Owner (the Owner may be required to pay for or reimburse payment of the consultants fees).

8. In processing the application the strata committee may:
 - (a) act in its own discretion in deciding whether to approve or not approve the application;
 - (b) approve it unconditionally or may impose conditions;
 - (c) disregard its previous decisions.

9. The strata committee must consider and determine an application within 28 days after receipt of all documentation and information required by this by-law.

10. If the strata committee has not approved the application within 28 days then the application will be deemed refused.
11. The strata committee may revoke an approval if an Owner does not comply with the conditions of approval.

Before commencement of Works

12. An Owner must not commence approved Works unless:
 - (a) any documents reasonably required by the Owners Corporation relating to the Works have been provided to the Owners Corporation and the Owners Corporation has approved the Works in writing;
 - (b) any of the necessary approvals from Authorities have been obtained and a copy provided to the Owners Corporation;
 - (c) Insurance, with the Owners Corporation included as an interested party, is effected and maintained and a copy of the certificates of insurance are provided to the Owners Corporation;
 - (d) Any required Bond has been provided to the Owners Corporation which:
 - (i) the Owners Corporation's strata managing agent will deposit into the Owners Corporation's bank account; and
 - (ii) can be applied by the Owners Corporation in whole or in part, without demand or notice, to comply with any of the Owner's obligations under this by-law if the Owner unreasonably refuses or delays in complying (for example deductions will be made if the common property and any other property is not left clean and tidy or is damaged);
 - (e) if the Works involve adding to, altering or erecting a structure on the common property as contemplated by s.108 of the Act, a special resolution has first been passed at a general meeting of the Owners Corporation specifically authorising the carrying out of the works and the making of a by-law (except where such resolution and by-law has already been made);
 - (f) the Owner has given the Owners Corporation its written consent to the making of a by-law that provides the Owner will be responsible for the ongoing maintenance and repair of the works.

During Works

13. Whilst the Works are in progress the Owner must:
- (a) use duly licensed employees, contractors or agents to conduct the Works and supply their contact and licence details to the Owners Corporation before each of them commences their work;
 - (b) perform the Works during the times determined by an Authority or reasonably approved by the Owners Corporation; unless otherwise specified by the Owners Corporation:
 - (i) for noisy activities (including but not limited to concrete drilling or constant hammering) between 8:00am and 3:00pm Monday to Friday inclusive, excluding Public Holidays;
 - (ii) for any other activities between 8:00am and 5:00 pm Monday to Friday (inclusive); excluding Public Holidays;
 - (c) ensure the Works are carried out without undue delay;
 - (d) ensure any fixtures or fittings installed as part of the Works, that are visible from the outside of the Owner's Lot are of an appearance in keeping with the rest of the scheme;
 - (e) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and the Australian Standards and the law;
 - (f) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the Building;
 - (g) comply with any reasonable direction given by the building manager or an strata committee member regarding the manner in which the Works are carried out;
 - (h) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation, as arranged in advance with the building manager or strata committee;
 - (i) protect all affected areas of the Building outside the Owner's Lot from damage relating to the Works or the transportation of construction materials, equipment and debris, including the installation of appropriate protection in the lift before any materials, equipment and debris are transported in the lift;
 - (j) promptly clean any part of the common property where dust and debris has been deposited during the course of the Works;
 - (k) ensure that materials, equipment or debris are not stored on the common property;

- (l) ensure the Works do not interfere with, damage or soil any part of another Lot, common property (including any fixtures and fittings), service lines or services installed in the Building or other property contained on another lot or common property, unless permitted under this by-law;
- (m) promptly rectify any damage to, or soiling of, any part of another Lot, common property (including any fixtures and fittings), service lines or services installed in the Building at their own cost, where such damage or soiling is caused by the Works;
- (n) comply with the by-laws and requirements of any Authority concerning the performance of the Works;
- (o) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (p) provide the Owners Corporation's authorised representatives (including the building manager, strata managing agent, members of the strata committee and consultants) with access to the Lot in connection with the Works (or if the Owner is not also the occupier of the Lot, the Owner must do all things within their power to procure such access) as follows:
 - (i) during a period where the Works are being carried out, within 24 hours of a request by the Owners Corporation (howsoever made); or
 - (ii) otherwise within 7 days following any request by the Owners Corporation made in writing (or such shorter period as may be reasonable in the circumstances); and
 - (q) to undertake a flood-test by an independent building consultant of any new waterproofing prior to tiling or further installations are carried out.

After the Works

14. After completion of the Works the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the Works have been completed;
 - (b) ensure the common property is left clean and tidy;
 - (c) ensure that all rubbish and debris caused by the Works is removed from the Building and common property;
 - (d) rectify any damage to Lots or common property caused by the carrying out of the Works;
 - (e) notify the Owners Corporation that all damage, if any, to Lots and common property caused by the Works, and not permitted by this by-law, has been rectified;
 - (f) if required provide certification from a suitably qualified consultant (approved

by the strata committee and addressed to the Owners Corporation) confirming the Works have not caused any loss of structural integrity of the building and that the rectification works in respect of any damage to lots or common property have been completed;

- (g) if the works involved the installation or replacement of Hard Surface Flooring, if required by the strata committee, provide a report or certification from a suitably qualified acoustic consultant (approved by the strata committee and addressed to the Owners Corporation) confirming that the LnT,w of the floor is in accordance with the required standard of the AAAC.
- (h) if the Owner is unable to demonstrate that the LnT,w of any Hard Surface Flooring floor installed or replaced pursuant to this by-law is compliant with the required standard of the AAAC, then the Owner must immediately remove the Hard Surface Flooring and replace it with a floor covering that meets that LnT,w standard;
- (i) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to certify the Works;
- (j) provide access to the Owners Corporation's authorised representatives (including the building manager, strata managing agent, members of the strata committee and consultants) if required, (on one occasion) within 7 days of receiving request for access, for the purpose of allowing the Owners Corporation's authorised representatives to inspect the Works to ensure that they have been completed to a satisfactory standard and in accordance with this by-law; and
- (k) where new waterproofing works have been carried out, to provide a written report from the building consultant who undertook the flood-testing.

15. Within 1 month after of whichever is the later of:

- (a) receipt of the notice referred to in clause 14(a); or
- (b) receipt of the notice referred to in clause 14(e); or
- (c) receipt of the certificate referred to in clause 14(f); or
- (d) receipt of the report referred to in clause 14(g) which confirms the LnT,w of the floor is in accordance with the required standard of the AAAC;

the Owners Corporation must return the Bond or the balance remaining to the Ownerless any deductions made under clause 12(d)(ii) of this by-law.

Enduring Rights and Obligations

16. The Owner:

- (a) is responsible for the costs of the Works;
- (b) is responsible for the administrative costs associated with the review and approval of the renovation application and the drafting and registration of this by-law;
- (c) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Works;
- (d) is responsible for the ongoing maintenance of the common property affected by the Works;
- (e) agrees that the Works remain the Owner's fixtures and fittings;
- (f) remains liable for any damage to Lot or common property arising out of the Works;
- (g) must make good any damage to Lot or common property arising out of the Works immediately after it has occurred;
- (h) warrants that the Works will not result in any loss of structural integrity of the building;
- (i) must indemnify the Owners Corporation against any increased or extra premium that may become payable by the Owners Corporation for the insurance of the Building directly arising out of the Works;
- (j) must indemnify the Owners Corporation against any liability, expense, loss or damage the Owners Corporation incurs as a result of:
 - (i) the Works; and
 - (ii) the use, maintenance, repair, renewal or replacement of the Works including, without limitation, any liability under s.65(6) of the Act for damage to the Works;
- (k) is liable to comply with any direction, notice, order or requirement of any Authority in respect of the Works.

Right to Remedy Default

17. Owners acknowledge 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) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work;
 - (c) recover 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).
18. The Owner acknowledges that any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the end of 1 month from the date on which it is due, will bear simple interest at the rate of 10% per annum (accrued daily) until paid and the interest will form part of that debt.

Special By-Law 4 – Renovations Register (amended 23 March 2023)

Special By-Law 4 – Renovations Register

The Owners Corporation - Strata Plan No. 88895 having given authority pursuant to s.108 of the Strata Schemes Management Act 2015, authorises the relevant Owners detailed in the register attached to the by-law to undertake the Works as specified in the register. The Owner/s from time to time of those lots:

- (a) shall comply with the terms and conditions of special by-law 3 – Works – General;
- (b) shall be responsible for the ongoing maintenance of the Works, including any work that altered the common property;
- (c) shall be responsible to keep the Works in good and serviceable repair and to renew or replace them when necessary;
- (d) in maintaining, repairing, renewing and replacing the Works, shall comply with any reasonable request of the Owners Corporation as to the manner of maintenance, repair, renewal or replacement;
- (e) must indemnify the Owners Corporation in respect of any expense, liability or claim for any damage or loss arising out of the undertaking, use, condition, maintenance, repair, renewal, replacement or removal of the Works, including any liability in respect of the Works under s.65(6) of the Strata Schemes Management Act 2015;

- (f) must at the expense of the owner or owners comply with any requirement, notice or order concerning the Works imposed by the Council or by any Court or tribunal having jurisdiction over the matter;
- (g) shall be liable to the Owners Corporation in respect of any obligation arising under this by-law;
- (h) shall be responsible for any damage to the Owners Corporation waterproofing;
- (i) if during the course of the Works the waterproof membrane in any of the locations in which it was carried out has been damaged or replaced, the Owner must engage an independent building consultant to undertake a flood-test of the waterproofing before any tiling or further works is carried out and provide a copy of the written report from the independent building consultant; provide evidence to the Owners Corporation that it has installed a new waterproof membrane, and has received a 10 year warranty of fitness from the installer concerning the new waterproofing; and
- (j) despite any other clause in this by-law, the Owner must observe all by-laws in force for the scheme as far as they apply to the Works.

APT	LOT	DESCRIPTION OF WORKS	EC Approval	Special Conditions (if any)
309	31	Full bathroom renovation including new tiling, waterproof membrane, fittings and fixtures	s.108 resolution 08/08/2022 item 6.4	

Special By-Law 5 – Minor Renovation by Owners – Delegation of Functions (passed 17 December 2018)

- (a) Within the meaning of section 110 (6) (b) of the *Strata Schemes Management Act 2015* the Owners Corporation is permitted to delegate its functions under section 110 of that Act to the strata committee.
- (b) Delegates its functions to the Strata Committee in accordance with the by-law made in paragraph (a).

Special By-Law 6 – Electronic Voting (passed 13 April 2020)

1.1 The Owners Corporation may adopt the following means of voting on a matter to be determined by the Owners Corporation:

- (a) voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, while participating in a general meeting from a remote location; and

- (b) voting by electronic means considered by the Secretary or strata committee to be appropriate, before the general meeting at which the matter (not being an election) is to be determined by the Owners Corporation.
- 1.2 The Owners Corporation may adopt the following means of voting on a matter to be determined by the strata committee:
- (a) voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, while participating in a strata committee meeting from a remote location; and
 - (b) voting by electronic means considered by the secretary of the owners corporation or strata committee to be appropriate, before the strata committee meeting at which the matter is to be determined.
- 1.3 The secretary of the owners corporation or strata committee may direct the strata managing agent of the scheme to take all necessary steps to convene general meetings and strata committee meetings for the scheme by electronic means and to enable voting to occur in accordance with the means identified in this by-law.

Special By-Law 7 – Keeping of Animals (amended 23 March 2023)

1. Subject to 139(5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not keep any animal on the lot or common property except:
- (a) a small caged bird, or fish kept in a secure aquarium on the lot;
 - (b) one small dog weighing no more than 10kg (to ensure that it can be easily carried by the owner of the animal);
 - (c) no more than two cats

with owners or occupiers seeking to keep any animal apart from those set out in clause (a) above required to obtain the prior written approval of the owners corporation in accordance with this by-law.

2. Owners or occupiers may make an application to the owners corporation for the approval of the keeping of an animal. An approved form must be used. The application must be made prior to the animals being brought into the building. If an occupier is making an application they must provide written consent of the owner of the lot. A separate application must be made by owners or occupiers for each animal proposed to be kept.

3. The application referred to in clause 2 of this by-law must be made in writing to the owners corporation and must contain the following:
 - (a) a detailed description of the animal proposed to be kept (including details of the breed, sex and size of the animal); and
 - (b) a photograph of the animal (if available);
 - (c) a copy of the registration of the animal with Council (if the animal is a dog or cat); and
 - (d) certificate(s) of vaccinations (if applicable).

4. An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the owners corporation at either a general meeting of the owners corporation or at a strata committee meeting within 28 days of the date of the application. The lot owner is responsible for the reasonable costs of convening the meeting, if no meeting has previously been scheduled.

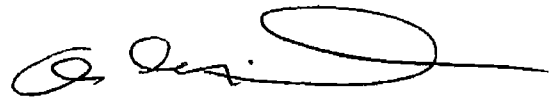
5. Any approval given by the owners corporation under this by-law is for the lifetime of the animal only, and may contain any reasonable conditions approved by the owners corporation at the time that consent is given in addition to the conditions in clause 7 of this by-law.

6. Should the owners corporation refuse to give approval under this by-law, the owners corporation must give written reasons to the owner or occupier for such refusal.

7. In keeping any small caged bird or fish kept in a secured aquarium or any other animal approved by the owners corporation, an owner or occupier of a lot shall:
 - (a) keep the animal within the boundaries of their lot;
 - (b) not permit an animal to stray from the balcony of a lot;
 - (c) not permit an animal to be left un-supervised on the balcony of a lot;
 - (d) not exercise any animal on common property;

- (e) ensure that when the animal is taken across common property that it is kept secured (cats shall be transported in cages and dogs must be kept secured either on a leash or in a cage);
- (f) make all reasonable attempts when taking an animal across common property, not enter any enclosed area (such as lifts or stairwells) if another person is already in that area and that person requests not to be close to the animal;
- (g) supervise the animal in accordance with any applicable law, regulation or order including but not limited to any by-laws in force for the scheme;
- (h) otherwise be responsible for the animal when it is within the boundaries of their lot, the lot of another owner or occupier or taken across common property;
- (i) comply with any directions of or guidelines as may be published by the strata committee from time to time; and
- (ii)
- (j) do all acts and things necessary to:
- ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property;
 - immediately clean any areas of a lot or common property that are soiled by the animal and securely wrap any faeces or soiled litter or other material prior to disposing of it; and
 - ensure that no faeces or other animal matter, including food, is washed off any balcony onto another lot or common property.
- (k) otherwise remain liable for any damage to a lot or common property arising out of the keeping of the animal and shall keep indemnified the owners corporation against any costs or losses incurred by the owners corporation (such as but not limited to legal or medical expenses) arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of high pressure water cleaning and sanitisation.
8. If an owner or occupier does not comply with any obligation under this by-law, then the owners corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
9. If any approval to keep an animal is revoked or terminated by the owners corporation then the owner and/or occupier shall remove the animal from the scheme within 28 days from the date that a written notice is given to the owner or occupier by the owners corporation.
10. An owner or occupier must not allow any visitor to bring any animal onto a lot or common property unless the animal is an assistance animal as defined in section 9 of the Disability Discrimination Act 1992 and the visitor can provide evidence that the animal is an assistance animal so defined upon request of the owners corporation within a reasonable time of such request.

11. Any owner or occupier, who keeps an assistance animal as defined in section 9 of the Disability Discrimination Act 1992 must provide evidence that the animal is an assistance animal so defined upon request of the owners corporation within a reasonable time of such request.
12. Each owner and occupant agrees that:
 - they will pay the owners corporation's reasonable costs of convening any meeting as required by clause 4, with the costs due and payable immediately upon the owners corporation issuing an account and if unpaid, will be subject to interest as it is was an unpaid contribution levies under section 83 of the Act at the rates provided for by section 85 of the Act;
 - any costs required to be paid by the owners corporation pursuant to clause 7(k) will be due and payable upon the owners corporation issuing an account and if unpaid will be subject to interest as if it was an unpaid contribution levied under section 83 of the Act at the rates provided for by section 85 of the Act.

A handwritten signature in black ink, appearing to be 'G. Des.' followed by a long horizontal line.

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: 24/015
Address of property: 18 Bayswater Road , POTTS POINT NSW 2011
Owner: THE OWNERS - STRATA PLAN NO 88895
Description of land: Lots 1-43 SP 88895, Lot 1 DP 1187798
Certificate No.: 2024300179
Certificate Date: 15/01/24
Receipt No:
Fee: \$62.00
Paid: 15/01/24

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone E1 Local Centre (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To provide a range of retail, business, and community uses that serve the needs of people who live in, work in and visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Nil

3 Permitted with consent

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

4 Prohibited

Depots; Extractive industries; Freight transport facilities; Heavy industrial storage establishments; Industrial retail outlets; Industries; Pond-based aquaculture; Storage premises; Transport depots

PROPOSED ZONING

This property is not affected by a draft zone.

LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.**

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

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. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,

- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,
- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.

- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Sustainable Buildings) 2022

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

**OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
E. P. & A. REGULATION, 2021. SECTIONS (3) - (22)**

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	NO
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	YES
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	NO

Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council

does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

<ul style="list-style-type: none"> ▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i>. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item. 	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

Housing Internal 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 section:

affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads Act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	NO
Property is outside the flood planning area	YES
Property is within a buffer zone	NO

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	NO
Property is outside the flood planning area and probable maximum flood	YES
Property is within a buffer zone	NO

- (3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 does not apply to the land to which the certificate relates.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.
- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available 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*

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Sewer Service Diagram

Application Number: 8003072298

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD TWENTIES BAYSWATER

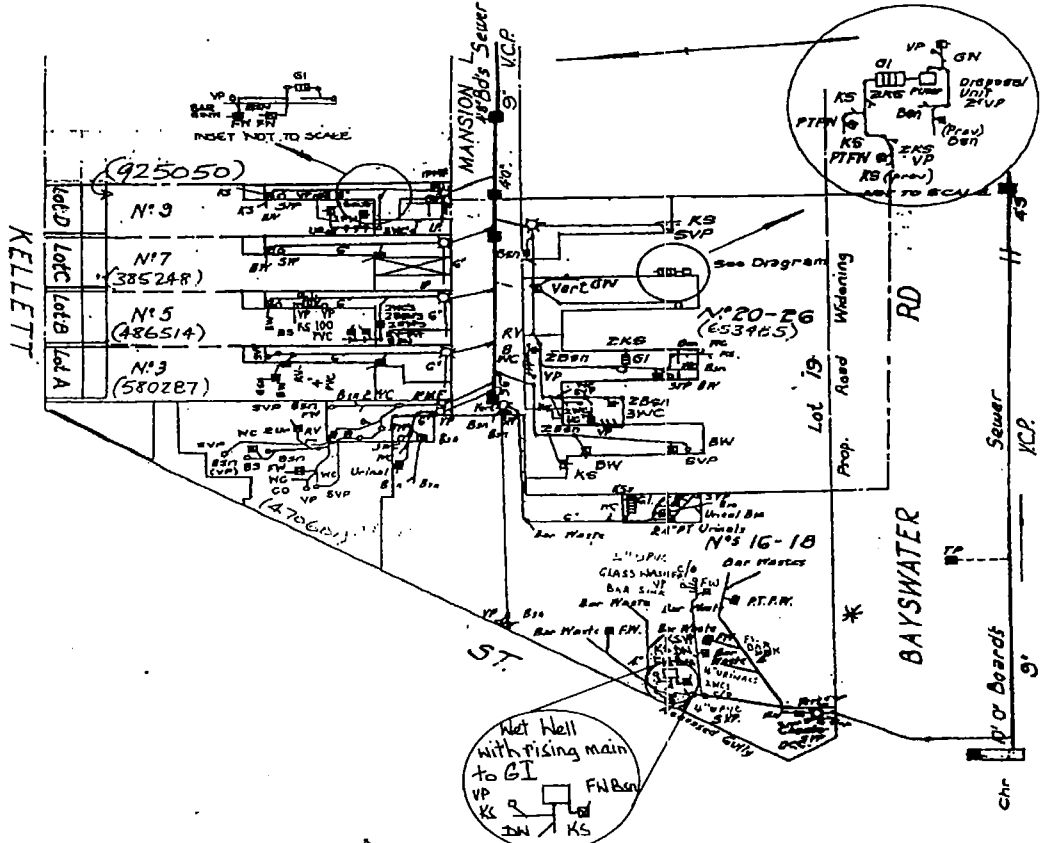
SEWERAGE SERVICE DIAGRAM

Municipality of *St. Sydney*
(Kings Cross)
Boundary Trap
Fic
G.I. Grease Interceptor
Gully
P.T. P. Trap
R.S. Reflux Sink

SYMBOLS AND ABBREVIATIONS
 R.V. Reflux Valve
 Cleaning Eye
 Vert. Vertical Pipe
 Y.P. Vent. Pipe
 S.V.P. Soil Vent. Pipe
 D.C.C. Down Cast Cowl
 I.P. Induct Pipe
 M.F. Mica Flap
 T. Tubs
 K.S. Kitchen Sink
 W.C. Water Closet
 B.W. Bath Waste
 Scale: 40 Feet To An Inch

No. *355073*
 Bsn. Basin
 Shr. Shower
 W.I.P. Wrought Iron Pipe
 C.I.P. Cast Iron Pipe
 F.W. Floor Waste
 W.M. Washing Machine
 C.O. CLEAR OUT

SEWER AVAILABLE
 Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

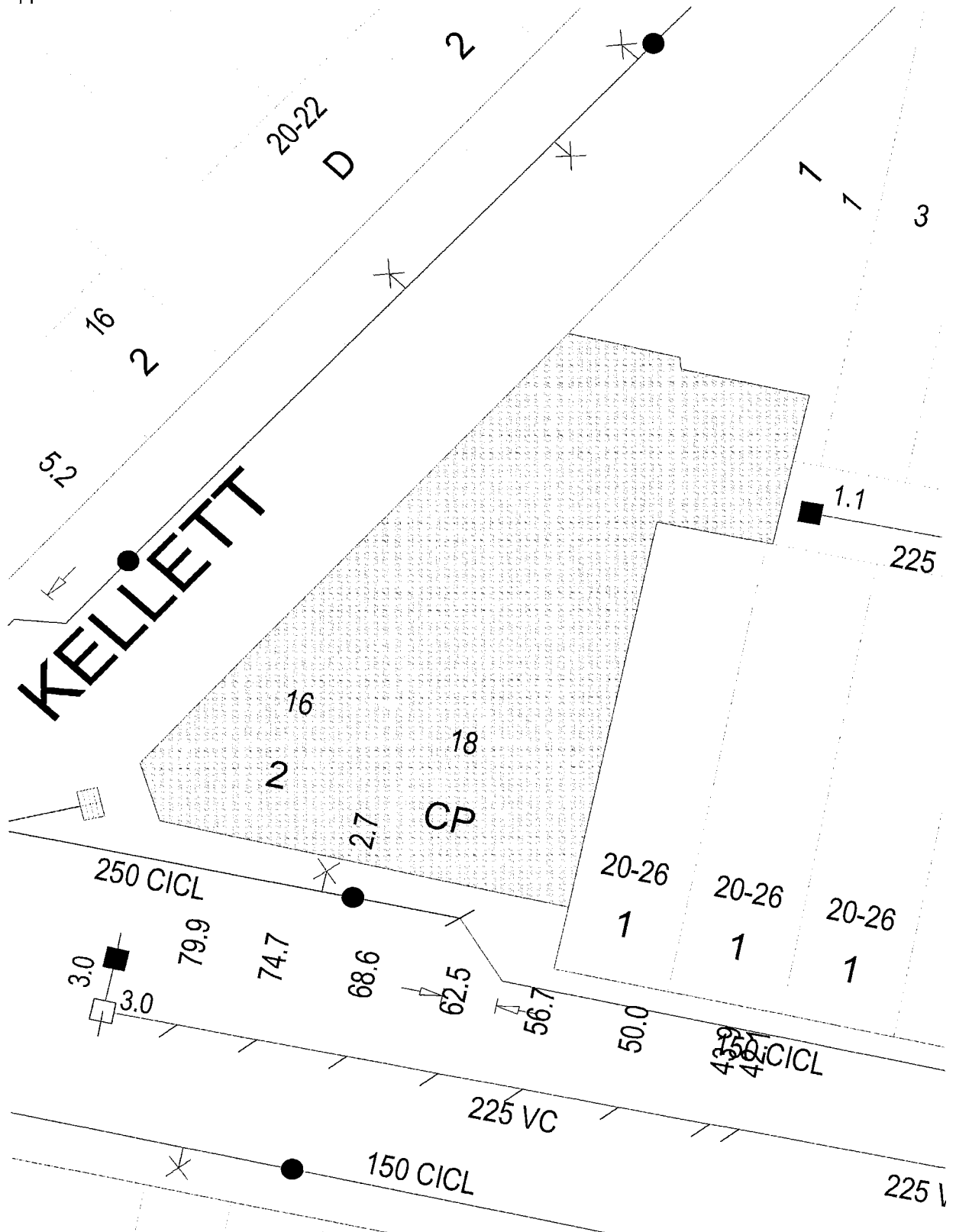


RATE No. *3808* W.C.s. *Inset Not to Scale* U.C.s. *Inset Not to Scale* 19

DRAINAGE			OFFICE USE ONLY		For Engineer House Services	
Supervised by	Date	Inspector	BRANCH OFFICE	Supervised by	Date	PLUMBING
W.C.			Date			
Bth.			Outfall <i>BN</i>			
Shr.			Drainer			
Bsn.			Plumber			
K.S.			Boundary Trap			
T.			is/ required			
Pig.						
Dge. Int.						
Dge. Ext.						
Tracing Checked						

D.O.C. - 18-2-37

Service Location Print
Application Number: 8003072308



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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