

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 86589858	NSW DAN:
vendor's agent	Jones Lang LaSalle (NSW) Pty Ltd Level 25, 420 George Street Sydney NSW 2000		Phone: 0435 551 559 Fax: Ref: Willem Watson
co-agent			
vendor	KURT ROBERT JAGGARD, NATHALIE ARLETTE JAGGARD		
vendor's solicitor	A W Pitman & Co. Solicitors Level 6 111 Elizabeth Street Sydney NSW 2000		Phone: (02) 4229 5822 Fax: Ref: 2021067
date for completion	42 days after the contract date	(clause 15)	Email: austin@awplawyers.com
land	152/42-44 MARGARET ST SYDNEY NSW 2000 (Address, plan details and title reference) LOT 152 IN STRATA PLAN 75520 152/SP75520		
	☐ VACANT POSSESSION ☒ Subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Commercial strata property		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☐ blinds ☐ dishwasher ☐ light fittings ☐ stove ☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment ☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna ☐ curtains ☐ other:	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref: Email:
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

2021067

86589858

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 – • 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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 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; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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'</i> <i>Conveyancing Transaction</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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

VENDOR: Kurt Robert Jaggard and Nathalie Arlette Jaggard

PURCHASER:

GUARANTOR:

PROPERTY: Lot 152, 40-44 Margaret Street, Sydney

33. Additional Definitions and Interpretation

33.1 Interpretation

Rules of interpretation apply to this contract as specified in this provision, unless the context otherwise requires:

- (a) headings and subheadings are for convenience only and do not affect interpretation, except for specified cross-references;
- (b) words denoting the singular number include the plural, and the converse also applies;
- (c) words denoting any gender include all genders and words importing persons includes corporations;
- (d) any reference to any agreement or document includes that agreement or document as amended at any time;
- (e) in the interpretation of this contract no rules of construction are to be applied to the disadvantage of one party on the basis that party put forward this contract or any part of this contract;
- (f) the words "include", "including", "for example" or "such as" and similar expressions when used in this contract are without limitation;
- (g) **at any time** includes reference to past, present and future time and the performance of any action from time to time and any liability at all times during any specified period;
- (h) **claim** includes any claim, demand, request, requisition, notice, direction, allegation, action, proceeding, damage or judgment arising in any manner and at any time, and whether present, immediate, unascertained, future or contingent;
- (i) **cost** includes any cost, charge, expense, disbursement, fee, commission, outgoing, premium, tax, levy, fine, penalty or loss incurred at any time, whether directly or indirectly;
- (j) **default** includes any default, breach, non-performance, non-compliance or repudiation;
- (k) **liability** includes any liability or obligation of any nature, whether present, prospective or contingent;
- (l) **loss** includes any loss, cost, damage or liability;
- (m) **requisition** includes any objection, requisition, claim for compensation, any action to delay completion, rescind or terminate this contract. Despite anything to the contrary in this contract, the parties expressly agree that any claim for compensation is a requisition

pursuant to clause 5 of the printed form of contract; and

- (n) **services** includes existing and proposed water, sewerage, drainage, gas, electricity, telephone and other similar installations and services and infrastructure relative to such services relating to the property.

33.2 Inconsistencies

In the event of any inconsistency between these additional clauses and the provisions of the printed form of contract, these additional clauses will prevail.

33.3 No merger

No clause or obligation under this contract which is capable of performance after completion will merge on completion.

34. Amendments to the 2019 contract for Sale of Land

34.1 Amendments

The vendor and the purchaser agree that the provisions of the printed form of contract are amended as follows:

- (a) Clause 7.1.1 – replace 5% with 1%;
- (b) Clause 10.1.8 – delete the words "the substance of either of which is disclosed in this contract";
- (c) Clause 10.1.9:
 - (i) replace "substance" with "existence"; and
 - (ii) replace "disclosed" with "noted".
- (d) Clause 14.8 – deleted;
- (e) Clause 16.6 – insert the following at the end of clause 16.6 "or obtain and provide to the purchaser a discharge of the relevant charge".

35. Purchaser's Acknowledgment

35.1 Property Status

The purchaser acknowledges that:

- (a) the purchaser has inspected the property;
- (b) the purchaser enters into this contract as a result of the purchaser's own enquiries and inspections;
- (c) the purchaser has not been induced to enter into the contract by, and has not relied on any marketing material, statement, representation or warranty by or on behalf of the vendor or any agent or employee of the vendor other than those as set out in this contract, including any statements or representations as to potential or projected yield, return, use (present or potential) or development potential; and
- (d) the property is sold and is to be accepted by the purchaser in its present state of repair and condition and subject to legal and physical defects.

35.2 Purchaser's Own Enquiries

The purchaser relies entirely upon its own enquiries and investigations in relation to the following:

- (a) the quality and state of repair of the property and of any services;
- (b) the neighbourhood of which the property forms part and the occupants or owners of adjoining or adjacent lots or properties;
- (c) the purposes for which the property can be used (including, without limitation, any restrictions on its use or development);
- (d) the fitness of the property for the purchaser's purposes;
- (e) access to the property;
- (f) requirements of authorities relating to the property including, without limitation, resumptions, road dedications, road widening and similar things;
- (g) necessary approvals and licences from authorities relating to the property or any activity carried out on the property, including any failure to comply with any approvals or licences and whether or not the property is subject to or built over (with or without the consent of any authority) any service;
- (h) the existence of, or potential for, any contamination of the property;
- (i) the nature, location, availability or non-availability of any service;
- (j) whether or not the property has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- (k) whether or not any underground, roof or surface stormwater drain passes through or over the property or should any stormwater plant, manhole, vent or substation be on the property; and
- (l) whether or not any rainwater downpipe, roof or surface water drainage is connected to a sewer.

and has satisfied itself on all such matters prior to entering into this contract.

35.3 Requisitions

The purchaser will not make any requisition in respect of any matter referred to in clause 35.

36. Real Estate Agent

- (a) The purchaser warrants to the vendor that it was not introduced to the property by any real estate agent other than the vendor's agent (or agents) referred to on the front page of this contract (if any).
- (b) If the purchaser is in breach of this warranty, then the purchaser must indemnify and keep indemnified the vendor against any claim for commission by any agent or agents (other than any agent referred to on the front page of this contract) arising out of this sale.

- (c) The vendor warrants that they have not entered into any agency agreement with any other agent entitling any other agent (other than the agent disclosed in the contract) to claim commission from this sale.
- (d) This clause does not merge on completion.

37. Notice to Complete

37.1 Notice

- (a) If completion does not take place on or before the completion date then the vendor may serve a notice in writing on the purchaser (**Notice to Complete**) requiring completion to take place not less than 14 days after the date of service of the Notice to Complete.
- (b) Following service of the Notice to Complete, time is deemed to be of the essence for the purposes of completion.
- (c) For all purposes at law and in equity the parties acknowledge that 14 days is reasonable and sufficient notice within which to require completion.

37.2 Legal Costs

The purchaser must pay \$330.00 to compensate the vendor for additional legal costs and other expenses incurred by the vendor in relation to the service of a Notice to Complete. The vendor may refuse to complete the contract unless and until the purchaser has paid this amount.

37.3 Withdrawal and Waiver

- (a) The vendor reserves the right to withdraw any Notice to Complete or to extend the period of notice in the Notice to Complete or to issue subsequent Notices to Complete, in its sole discretion.
- (b) The failure of the vendor to exercise its rights under a notice issued pursuant to this clause is not deemed to be a waiver of any of the vendor's rights.

38. Interest

38.1 Payment

Without limiting any other right of the vendor, if the purchaser does not complete by the completion date (not being due to a default by the vendor), the purchaser must pay interest on the balance of the price and any other money payable on completion at the rate of 6% per annum calculated on daily rests from the completion date up to and including the actual date of completion.

38.2 Genuine Estimate

The parties agree that interest payable under this clause is a genuine pre-estimate of the loss suffered by the vendor due to the purchaser's failure to complete on the completion date.

38.3 Liquidated Debt

Any interest payable or due under this clause will be a liquidated debt due to the vendor by the purchaser and will be immediately recoverable by the vendor together with all costs of the vendor. The purchaser must pay the outstanding interest on completion and the vendor will be

entitled to refuse to complete this contract unless and until such interest has been paid.

38.4 Essential Condition

This clause is an essential term of the contract.

39. Death, incapacity, bankruptcy of either party

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) die or become mentally ill, then the other party may rescind this contract by notice in writing to the first party's solicitor. At that time, this contract will, without the need for notice, be at an end and the provisions of clause 19 will apply; or
- (b) being a company have a summons for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the first party is in default under this contract:

40. Statutory Provisions

40.1 Contract Subject to Statutes

The provisions of this contract operate and are subject to the provisions of such statute, but only to the extent to which:

- (a) the provisions of any statute cannot be excluded; and
- (b) the provisions of this contract are inconsistent with the provisions of any statute.

40.2 Statute Provisions Excluded

Without limitation, the provisions of any statute which restrict or adversely affect the rights and powers of the vendor under this contract are, to the extent permitted, expressly excluded.

40.3 Rights and Obligations Additional

To the extent permitted:

- (a) the rights and powers of the vendor under this contract are in addition to, and do not limit, the rights and powers conferred on the vendor by any statute; and
- (b) the obligations of the purchaser under this contract are in addition to, and do not limit, the obligations imposed on the purchaser by any statute.

41. Guarantee (applicable to corporate Purchasers only)

41.1 Application and defined terms

- (a) This special condition 46 applies if the purchaser is a corporation.
- (b) In this clause, the following definitions apply:

Guarantor means the person(s) specified in this contract as the guarantor or the person(s) who executes this contract as a guarantor and if no person is specified, the guarantor will be deemed to be each person executing the contract on behalf of the purchaser.

Insolvency Event means any of the following events occurring to the purchaser or the Guarantor:

- (i) a liquidator, administrator, receiver, receiver and manager or other controller is appointed to the entity, or a resolution is passed for any such appointment;
- (ii) a petition for the winding up of the entity is presented and not withdrawn within thirty (30) days of presentation;
- (iii) a scheme of arrangement with creditors under the relevant provisions of the *Corporations Act 2001* or any similar legislation is entered into;
- (iv) the person or entity is unable to pay its debts when they fall due; or
- (v) the entity has been declared bankrupt or a trustee is appointed to any property of the entity or property of the entity has vested in a trustee or other entity.

41.2 Extent of Guarantee

In consideration of the vendor entering into this contract at the request of the Guarantor, the Guarantor:

- (a) guarantees to the vendor:
 - (i) payment to the vendor of all moneys payable or owing to the vendor under this contract including the payment of the purchase price, whether or not demand has been made by the vendor; and
 - (ii) the due and punctual performance and observance of all of the purchaser's covenants, conditions and liabilities, under this contract; and
- (b) indemnifies the vendor against all losses and claims incurred by the vendor arising directly or indirectly from any breach of this contract by the purchaser.

This indemnity does not merge on completion, termination or repudiation of this contract.

41.3 Principal Obligation

This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.

41.4 Liability Not Affected

The liabilities of a Guarantor are not affected by:

- (a) the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the purchaser;
- (b) an Insolvency Event of the purchaser, the Guarantor or any one of them;
- (c) reason of the vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the purchaser, the Guarantor or any other person;
- (d) the vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the vendor by law or by any contract or arrangement with the purchaser, the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or

- (e) the vendor obtaining a judgment against the purchaser, the Guarantor or any other person for the payment of the moneys payable under this contract.

41.5 Continuing Guarantee

- (a) This guarantee and indemnity will continue notwithstanding:
 - (i) the vendor has exercised any of its rights under this contract including any right of termination;
 - (ii) the purchaser is wound up; or
 - (iii) this guarantee and indemnity is for any reason unenforceable either in whole or in part.
- (b) This guarantee and indemnity:
 - (i) is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the vendor to the Guarantor;
 - (ii) may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the purchaser to the vendor; and
 - (iii) extends to the entire amount that is now owed or that may become owing at any time in the future to the vendor by the purchaser pursuant to or contemplated by this contract including any interest, costs or charges payable to the vendor under this contract.

41.6 Reinstatement of Rights of Vendor

If any payment made to the vendor by or on behalf of the purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise:

- (a) that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
- (b) the vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.

41.7 Recourse to Guarantor

The vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the purchaser and without first exhausting its remedies against the purchaser.

Signed, sealed and delivered by	)	
	)	
before:		Signature
Signature of witness		
Name of witness		

42. GST

42.1 Definitions

In this clause 42:

“Supplier” means the entity making a Supply; and

any terms capitalised but not already defined in clause 33.1 or in this clause 42 have the same meaning given to those terms in the GST Act.

42.2 Application of this clause

This clause 42 only applies if the tax information on page 2 of this contract states that the sale is a taxable supply in full.

42.3 Taxable supply

The sale of the property is a fully taxable supply and the purchase price stated on the front page of the contract is inclusive of GST.

42.4 Other supplies

Unless expressly identified as including GST, the consideration for any Supply under or in connection with this contract (other than the supply of the property) does not include GST.

42.5 GST Amount

The parties agree that:

- (a) if GST is payable on a Supply made under or in connection with this contract (other than the Supply of the property), the party providing the consideration for that Supply must pay as additional consideration an amount equal to the amount of GST payable on that Supply (GST Amount); and
- (b) subject to the receipt of a Tax Invoice the GST Amount is payable at the same time that the other consideration for the supply is provided.

42.6 Reimbursement and similar payments

Any indemnity or reimbursement required to be made under this contract that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

42.7 Essential term

- (a) It is an essential term of this contract that the GST Amount and any amount payable by the purchaser under clause 42.3 are paid on or before completion and the purchaser is not entitled to require the vendor to complete unless these amounts are paid.
- (b) The vendor's right to payment of the GST Amount is subject to a valid tax invoice being delivered to the purchaser on completion “GST” has the meaning under “A New Tax System (Goods and Services Tax) Act 1999 as amended.

43. Amendments to the Contract

43.1 Amendments to Contract for Sale

- (a) Each party hereto authorises his or her Solicitor named on the front page of this Contract or any employee of that Solicitor:
 - (i) up until and after the date of this Contract (notwithstanding that the party has executed the Contract), to make alterations/amendments to this Contract including, without limitation, the terms and conditions of this Contract and the adding of any annexure to this Contract; and
 - (ii) to negotiate and enter into binding variations to the terms and conditions of this Contract by way of exchange of letters,

and any such alterations/amendments/variations shall be binding upon any party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if the same was annexed prior to the Contract being executed, without the necessity of a party to make any further enquiry about the nature or accuracy of the other party's solicitors instructions or their accuracy.

44. General

44.1 Governing Law and Jurisdiction

- (a) This contract is governed by and will be construed under the law of the State of New South Wales.
- (b) Any legal action in relation to this contract against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this contract irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

44.2 Entire contract

This contract contains the entire understanding between the parties concerning the subject matter of the contract and supersedes all prior communications between the parties.

44.3 No Waiver

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

44.4 Severability

If any provision of this contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and

- (b) in any other case the offending provision must be severed from this contract in which event the remaining provisions of the contract operate as if the severed provision had not been included.

44.5 Successors and Assigns

This contract binds and benefits the parties and their respective successors and permitted assigns.

44.6 No Assignment

Except as otherwise permitted under this contract, a party cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the other parties.

44.7 No Variation

- (a) This contract cannot be amended or varied except in writing signed by or on behalf of the parties.
- (b) Each party authorises its solicitor or any employee of that solicitor to make alterations to this contract including the addition of annexures after execution by that party and before the date of this contract and any such alterations will be binding upon that party and any annexure so added will form part of this contract as if that annexure had been annexed at the time of execution.

44.8 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this contract. The purchaser must pay all stamp duty imposed on this contract and the transaction contemplated in this contract, the costs incurred by the vendor in connection with the enforcement of this contract and any other document contemplated or referred to in this contract.

44.9 Counterparts

If this contract consists of a number of counterparts, each is an original and all of the counterparts together constitute the same document.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

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

FOLIO: 152/SP75520

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/8/2021	1:34 PM	6	3/4/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY MACQUARIE BANK LIMITED.

LAND

LOT 152 IN STRATA PLAN 75520
AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

KURT ROBERT JAGGARD
NATHALIE ARLETTE JAGGARD
AS JOINT TENANTS (T AC44795)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP75520
- 2 SP75520 POSITIVE COVENANT
- 3 DP1176167 EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES [Q]
(APPROXIMATE POSITION) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 4 AN231907 LEASE TO MILLSMITH SYDNEY PTY LTD EXPIRES:
29/11/2022. OPTION OF RENEWAL: 5 YEARS.
- * AQ882093 VARIATION OF LEASE AN231907 EXPIRY DATE NOW
29/5/2023. OPTION OF RENEWAL: PRESERVED.
- 5 AQ9243 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2021067

PRINTED ON 19/8/2021

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

Copyright © Office of the Registrar-General 2021

Received: 19/08/2021 13:34:58



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

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

FOLIO: CP/SP75520

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/8/2021	1:34 PM	25	9/12/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 75520
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST PHILIP COUNTY OF CUMBERLAND
TITLE DIAGRAM SP75520

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 75520
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA PLUS PTY LIMITED
PO BOX H181
AUSTRALIA SQUARE NSW 1215

SECOND SCHEDULE (44 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1086866
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP75520
AF708697 AMENDMENT TO STRATA MANAGEMENT STATEMENT CLAUSE 18, SEE ANNEXURE FILED WITH DEALING
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP75520
- 5 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912)
- 6 BK 1615 NO 329 & C28772 EASEMENT FOR RAILWAY LINES AND EASEMENT FOR TRANSMISSION LINES AFFECTING THE PART(S) SHOWN SO BURDENED IN DP235235
0610640 EASEMENT IS PARTIALLY RELEASED AS REGARDS THE EASEMENT FOR TRANSMISSION LINES
- 7 0610638 POSITIVE COVENANT
- 8 AA508624 EASEMENT FOR NOISE, VIBRATION AND ELECTROLYSIS AFFECTING THE LAND ABOVE DESCRIBED
- 9 AA508625 POSITIVE COVENANT
- 10 DP1087571 EASEMENT FOR SERVICES AND IMPROVEMENTS VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH APPURTENANT TO THE LAND ABOVE DESCRIBED

2021067

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 19/8/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP75520

PAGE 2

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- 11 DP1087571 EASEMENT FOR TRUSS AND ROCK ANCHORS VARIABLE WIDTH LIMITED IN HEIGHT AND DEPTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1086866 EASEMENT FOR PARKING (A) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1086866 EASEMENT FOR VEHICLE ACCESS (B) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1086866 EASEMENT FOR PEDESTRAIN ACCESS (C) AND (R) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1086866 EASEMENT FOR FIRE ESCAPE (D) AND (P) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1086866 EASEMENT FOR ACCESS TO FIRE CONTROL ROOM (E) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 17 DP1086866 EASEMENT FOR WASTE MANAGEMENT (F) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 DP1086866 EASEMENT FOR ACCESS TO SPRINKLER VALVE ROOM (G) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 19 DP1086866 EASEMENT FOR ACCESS TO MAIN SWITCH ROOM (H) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 20 DP1086866 EASEMENT FOR SERVICES (I) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 21 DP1086866 EASEMENT FOR SERVICES (J) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 22 DP1086866 EASEMENT FOR SERVICES (K) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 23 DP1086866 EASEMENT FOR SERVICES (L) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1086866 EASEMENT FOR FIRE SERVICES (M) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 25 DP1086866 EASEMENT FOR AIR SUPPLY (N) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 26 DP1086866 EASEMENT FOR ACCESS AND VIEWING (S) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 2 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP75520

PAGE 3

SECOND SCHEDULE (44 NOTIFICATIONS) (CONTINUED)

- 27 DP1086866 EASEMENT FOR COMMEMORATIVE WALL (T) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 28 DP1086866 EASEMENT FOR EXHAUST AIR (U) AND (V) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 29 DP1086866 EASEMENT FOR SERVICES AND SHELTER LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 30 DP1086866 EASEMENT FOR SERVICES AND SHELTER LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 31 DP1086866 EASEMENT FOR ACCESS TO AIR VENT (W) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 32 DP1086866 EASEMENT FOR PEDESTRIAN ACCESS (X) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 33 DP1086866 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE DESCRIBED
- 34 DP1086866 RESTRICTION(S) ON THE USE OF LAND
- 35 DP1086866 EASEMENT FOR ACCESS (Y) LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
- 36 DP1086866 EASEMENT FOR LOADING BAY (Z) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 37 DP1086866 EASEMENT FOR FIRE ESCAPE (O) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 38 DP1086866 EASEMENT FOR PEDESTRIAN ACCESS (Q) LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 39 SP75520 POSITIVE COVENANT
- 40 SP75520 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 2 IN S.88B INSTRUMENT
- 41 SP75520 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 3 IN S.88B INSTRUMENT
- 42 AD321390 ATTACH PLANS REFERRED TO IN CHANGE OF BY LAW AD216793.
- 43 AM762526 INITIAL PERIOD EXPIRED
- 44 AQ628395 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 75520

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 64		2 - 46		3 - 40		4 - 66	
5 - 63		6 - 42		7 - 145		8 - 145	

END OF PAGE 3 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP75520

PAGE 4

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

STRATA PLAN 75520

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 61	10	- 66	11	- 31	12	- 34
13	- 44	14	- 32	15	- 63	16	- 44
17	- 29	18	- 68	19	- 44	20	- 43
21	- 39	22	- 44	23	- 40	24	- 41
25	- 41	26	- 201	27	- 40	28	- 32
29	- 54	30	- 32	31	- 69	32	- 45
33	- 46	34	- 41	35	- 76	36	- 45
37	- 42	38	- 77	39	- 201	40	- 65
41	- 36	42	- 75	43	- 102	44	- 48
45	- 44	46	- 44	47	- 36	48	- 44
49	- 40	50	- 44	51	- 63	52	- 40
53	- 44	54	- 52	55	- 34	56	- 36
57	- 72	58	- 67	59	- 49	60	- 48
61	- 80	62	- 65	63	- 57	64	- 72
65	- 47	66	- 51	67	- 51	68	- 113
69	- 93	70	- 44	71	- 65	72	- 58
73	- 46	74	- 44	75	- 42	76	- 73
77	- 68	78	- 49	79	- 49	80	- 77
81	- 65	82	- 58	83	- 73	84	- 52
85	- 52	86	- 48	87	- 59	88	- 61
89	- 61	90	- 61	91	- 59	92	- 47
93	- 55	94	- 43	95	- 73	96	- 69
97	- 50	98	- 50	99	- 81	100	- 65
101	- 59	102	- 73	103	- 52	104	- 52
105	- 52	106	- 61	107	- 65	108	- 63
109	- 48	110	- 56	111	- 44	112	- 76
113	- 69	114	- 51	115	- 51	116	- 85
117	- 67	118	- 61	119	- 61	120	- 178
121	- 107	122	- 49	123	- 56	124	- 44
125	- 69	126	- 66	127	- 52	128	- 52
129	- 89	130	- 71	131	- 62	132	- 65
133	- 93	134	- 50	135	- 52	136	- 47
137	- 77	138	- 62	139	- 55	140	- 54
141	- 106	142	- 46	143	- 144	144	- 81
145	- 152	146	- 56	147	- 165	148	- 97
149	- 233	150	- 158	151	- 209	152	- 38
153	- 34						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Copyright © Office of the Registrar-General 2021

Received: 19/08/2021 13:34:59

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

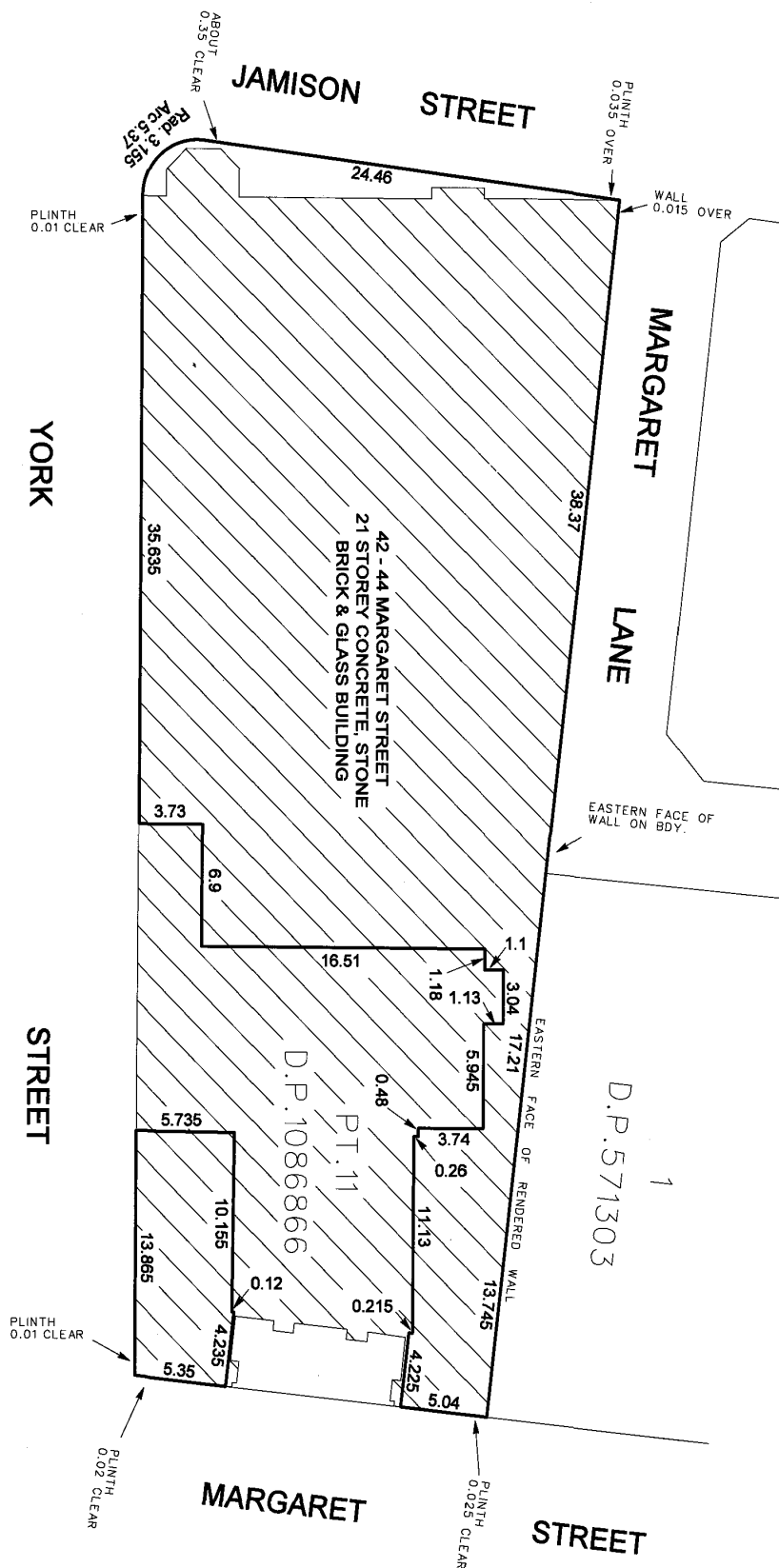
* OFFICE USE ONLY

[illegible]

SP75520

Sheet No. 2 of ²⁴ Sheets

MGA



Reduction Ratio 1:250 Lengths are in metres

SURVEYOR'S REFERENCE: 68675

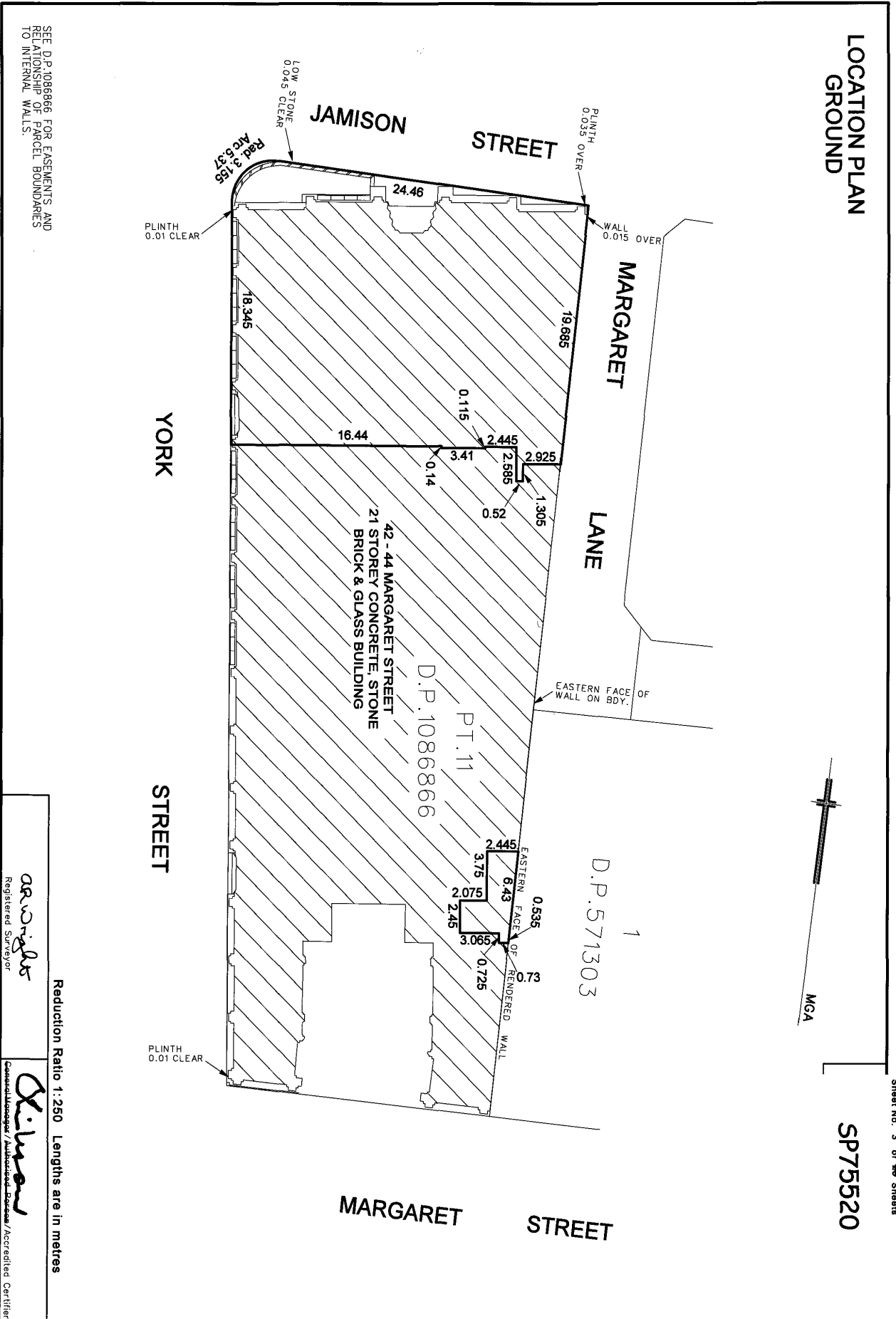
General Manager / Authorized Person / Accredited Certified

LOCATION PLAN
GROUND



Sheet No. 3 of 24
24

SP75520



SURVEYOR'S REFERENCE: 68675

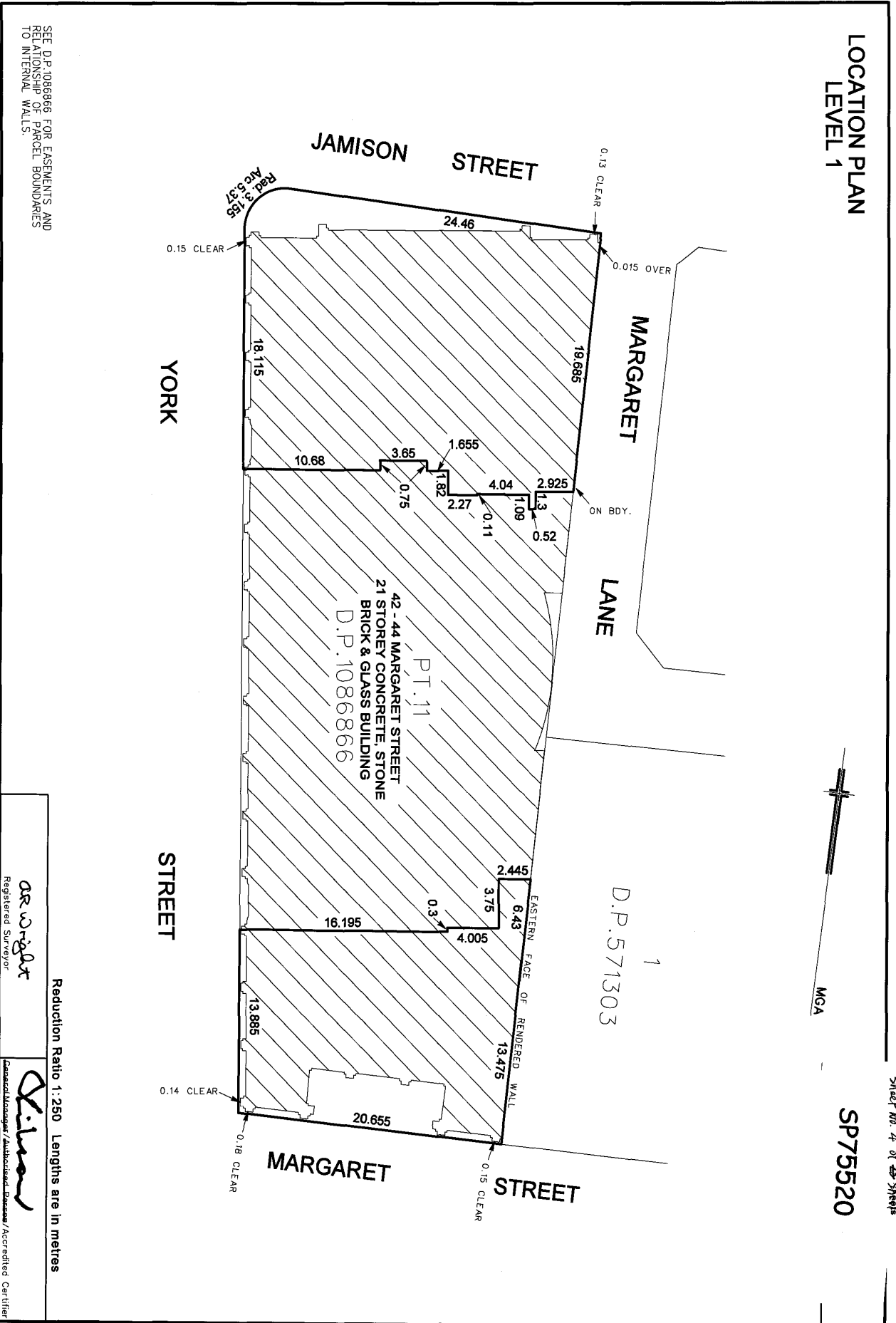
Registered Surveyor
 General Manager / Authorised Person / Accredited Certifier

LOCATION PLAN
LEVEL 1

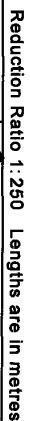


Sheet no. 4 of 24 sheets

SP75520



SP75520



SP75520

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	64	41	36	81	77	121	179
2	46	42	75	82	65	122	108
3	40	43	102	83	58	123	49
4	66	44	48	84	73	124	56
5	63	45	44	85	52	125	44
6	42	46	44	86	52	126	69
7	146	47	36	87	48	127	66
8	146	48	44	88	59	128	52
9	60	49	40	89	60	129	52
10	66	50	44	90	60	130	89
11	31	51	63	91	61	131	71
12	34	52	40	92	59	132	62
13	44	53	44	93	47	133	65
14	32	54	52	94	55	134	93
15	63	55	34	95	43	135	50
16	44	56	36	96	73	136	52
17	29	57	72	97	69	137	47
18	68	58	67	98	50	138	77
19	44	59	49	99	50	139	62
20	43	60	80	100	81	140	55
21	39	61	80	101	65	141	55
22	44	62	65	102	59	142	106
23	49	63	57	103	73	143	145
24	41	64	72	104	52	144	81
25	41	65	47	105	52	145	153
26	204	66	51	106	52	146	56
27	40	67	51	107	61	147	166
28	32	68	77	108	65	148	97
29	54	69	66	109	63	149	236
30	32	70	93	110	48	150	159
31	69	71	44	111	56	151	212
32	45	72	65	112	44	152	38
33	46	73	58	113	76	153	34
34	41	74	46	114	69		
35	76	75	44	115	51		
36	45	76	42	116	51		
37	42	77	73	117	85		
38	77	78	68	118	67		
39	204	79	49	119	60		
40	65	80	49	120	60		
						AGGREGATE	10,000

Reduction Ratio 1: Lengths are in metres

Registered Surveyor

General Manager/Authorised Representative/Accredited Certifier

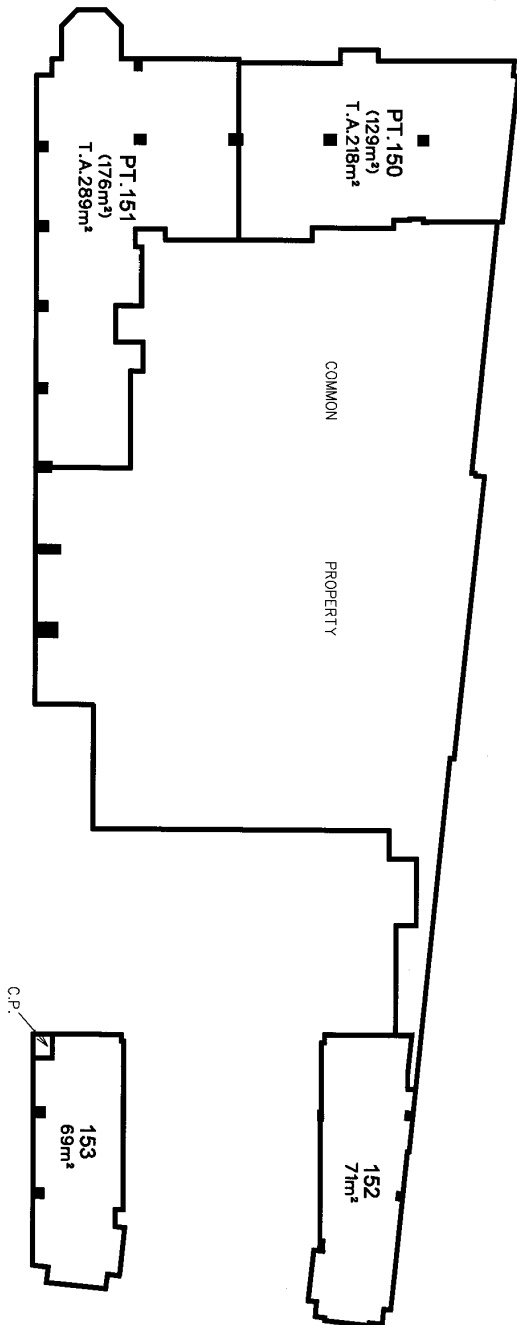
SURVEYOR'S REFERENCE: 68675

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 24 Sheets

SP75520



NOTES

C.P. - DENOTES COMMON PROPERTY
T.A. - DENOTES TOTAL AREA
THE AREA OF EACH LOT EXCLUDES THE
AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
WHICH MAY NOT SHOWN

BASEMENT

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor
ASWright

William
Qualified Surveyor / Professional Engineer / Accredited Certifier

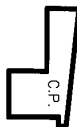
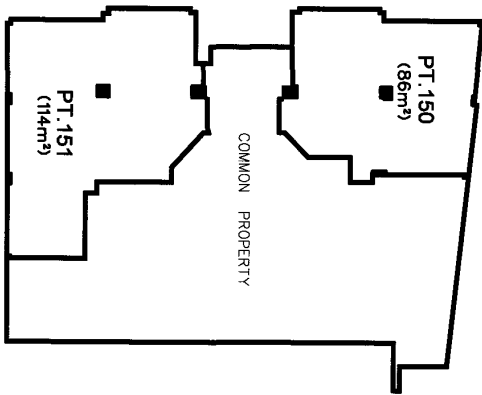
SURVEYORS REFERENCE: 68675

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 24
24

SP75520



GROUND

NOTES

C.P. - DENOTES COMMON PROPERTY
T.A. - DENOTES TOTAL AREA
THE AREA OF EACH LOT EXCLUDES THE
AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
WHICH MAY NOT SHOWN

Reduction Ratio 1:250 Lengths are in metres

David
Registered Surveyor

Wilson
Licensed Professional / Authorised Person / Accredited Certifier

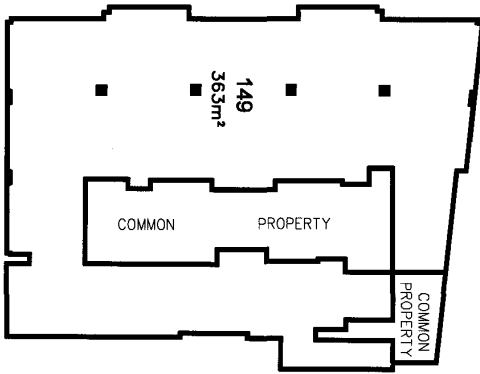
SURVEYORS REFERENCE: 68675

STRATA PLAN FORM 2

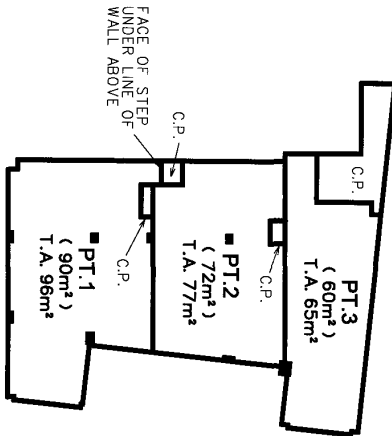
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 24 Sheets

SP75520



LEVEL 1



NOTES
C.P. - DENOTES COMMON PROPERTY
T.A. - DENOTES TOTAL AREA
THE AREA OF EACH LOT EXCLUDES THE
AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
WHICH MAY NOT SHOWN

Reduction Ratio 1:250 Lengths are in metres

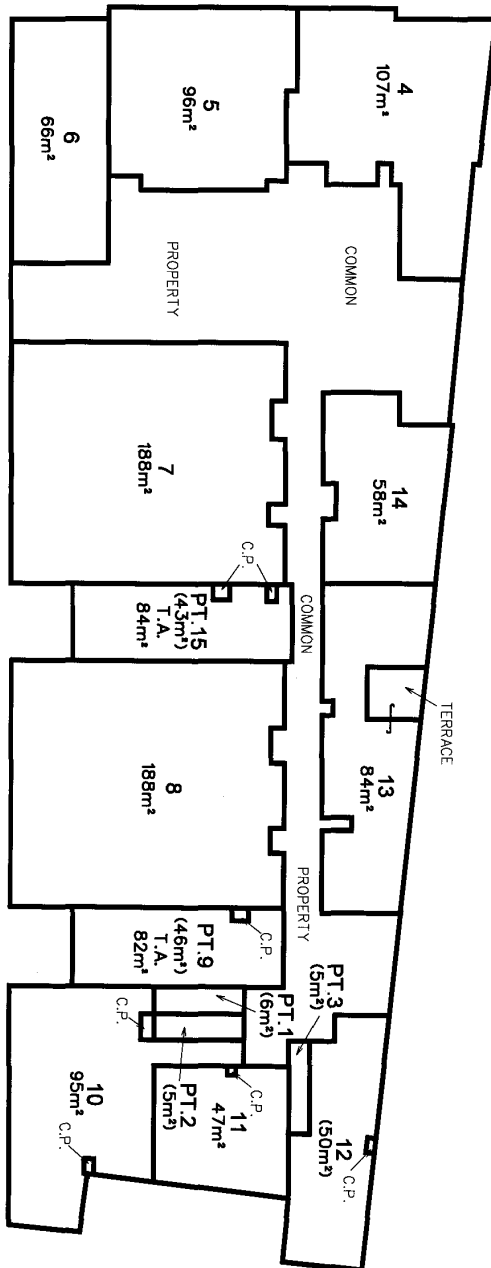
Registered Surveyor
SURVEYORS REFERENCE: 68675

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 24
24

SP75520



LEVEL 2

WHERE NOT COVERED TERRACES ARE LIMITED
IN HEIGHT TO 2.5 METRES ABOVE THE
UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:250 Lengths are in metres

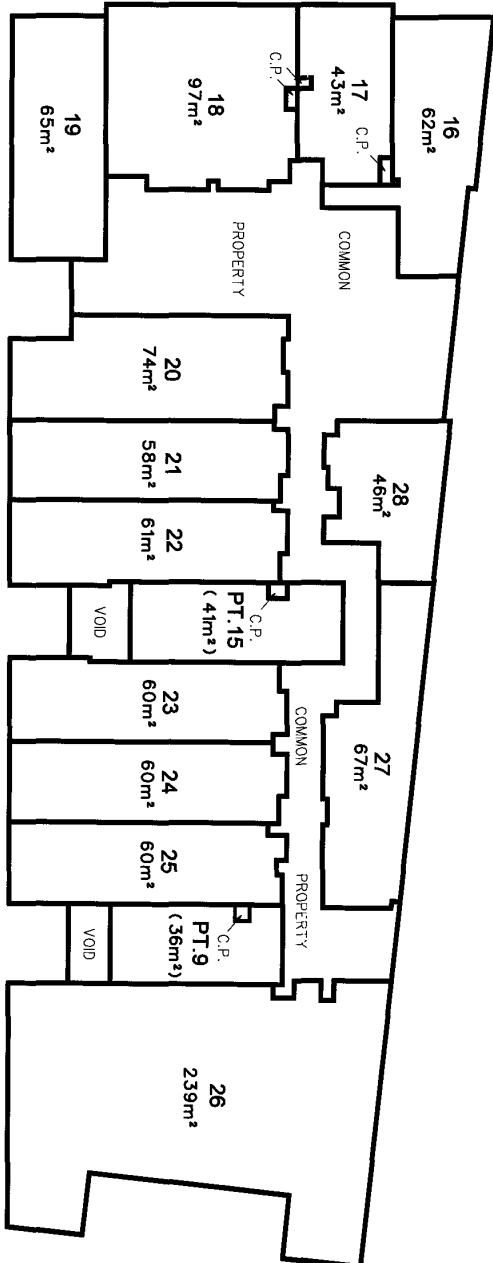
Registered Surveyor
SURVEYORS REFERENCE: 68675
De Silva
Certified Professional / Accredited Person Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 24
 24
 Sheets

SP75520



LEVEL 3

NOTES

C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN

Reduction Ratio 1:250 Lengths are in metres

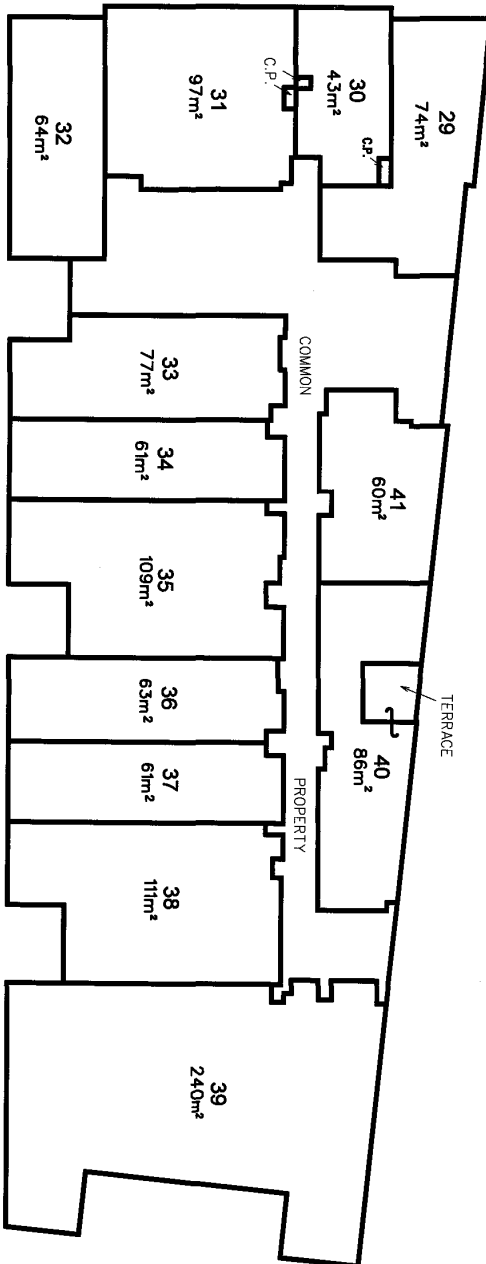
Registered Surveyor
 SURVEYORS REFERENCE: 68675
 Licensed Professional Surveyor / Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 24
 24
 Sheets

SP75520



NOTES

C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN
 WHERE NOT COVERED TERRACES ARE LIMITED
 IN HEIGHT TO 2.5 METRES ABOVE THE
 UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

LEVEL 4

Reduction Ratio 1:250 Lengths are in metres

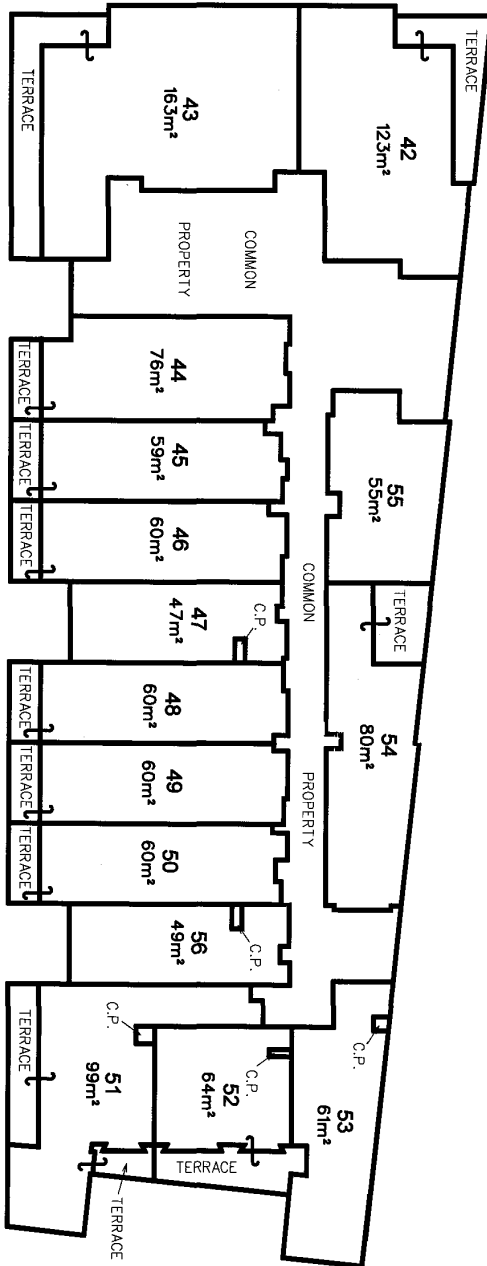
Registered Surveyor
 SURVEYORS REFERENCE: 68675
 General Manager / Authorised Person / Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 24 Sheets

SP75520



NOTES

C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN
 WHERE NOT COVERED TERRACES ARE LIMITED
 IN HEIGHT TO 2.5 METRES ABOVE THE
 UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

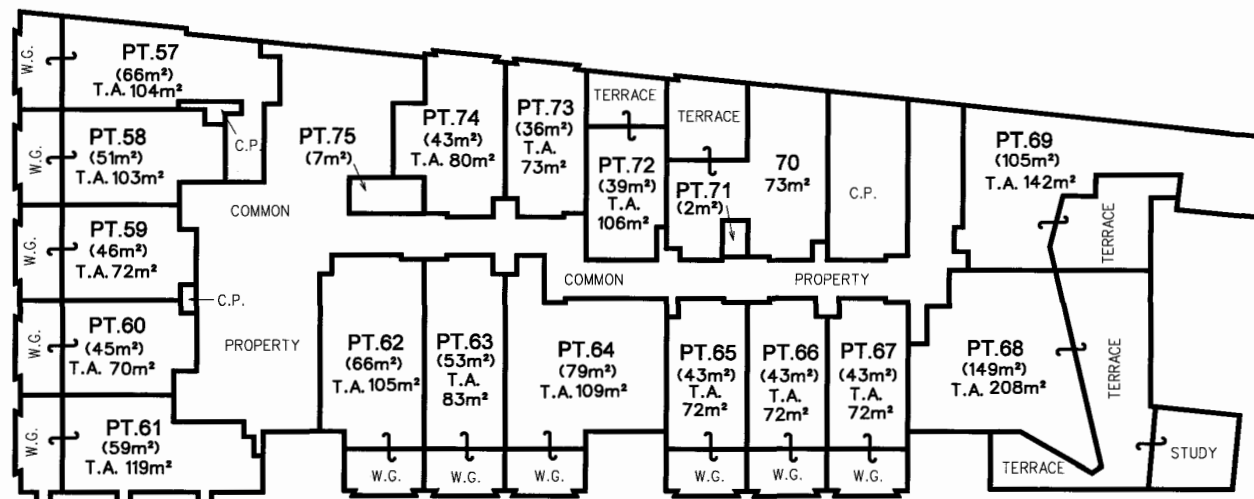
LEVEL 5

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor

Surveyors Reference: 68675

SP75520



LEVEL 6

NOTES

W.G. - DENOTES WINTER GARDEN (COVERED)
 C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN

WHERE NOT COVERED TERRACES ARE
 LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER
 SURFACE OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:250 Lengths are in metres

AR Wright
 Registered Surveyor

General Manager / Authorized Person / Accredited Certifier

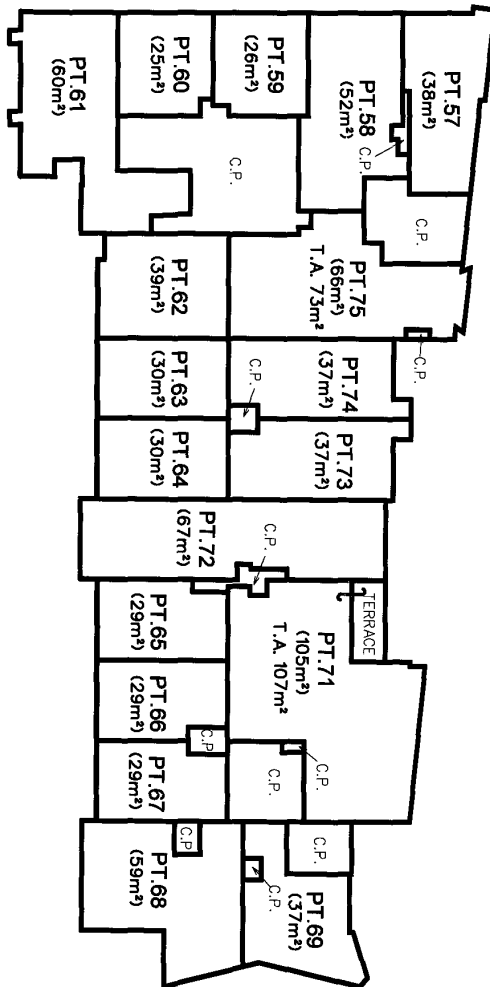
SURVEYOR'S REFERENCE: 68675

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 15 of 24
 24

SP75520



LEVEL 6A

NOTES

C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN
 WHERE NOT COVERED TERRACE IS LIMITED
 IN HEIGHT TO 2.5 METRES ABOVE THE
 UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor

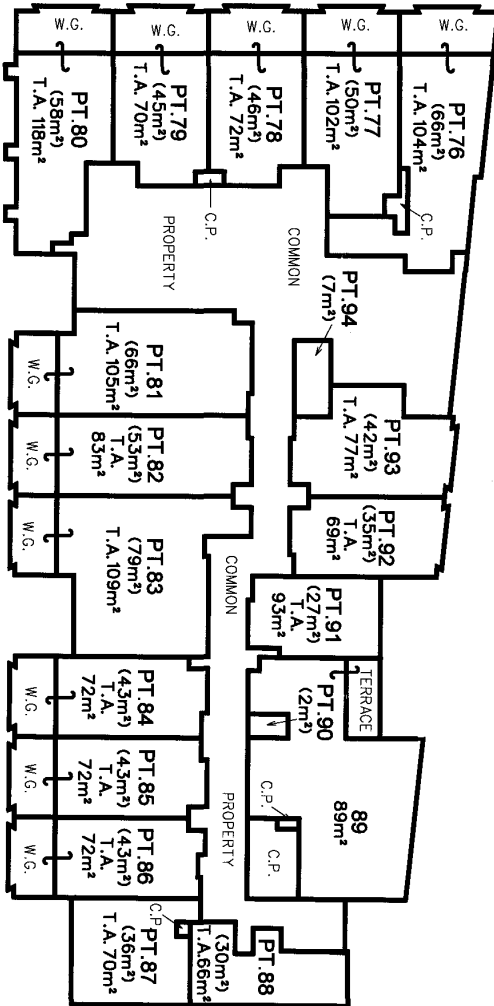
Surveyors Reference: 68675

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 16 of 24

SP75520



NOTES

W.G. - DENOTES WINTER GARDEN (COVERED)
 C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN
 WHERE NOT COVERED TERRACE IS
 LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER
 SURFACE OF THE CONCRETE FLOOR THEREOF.

LEVEL 7

Reduction Ratio 1:250 Lengths are in metres

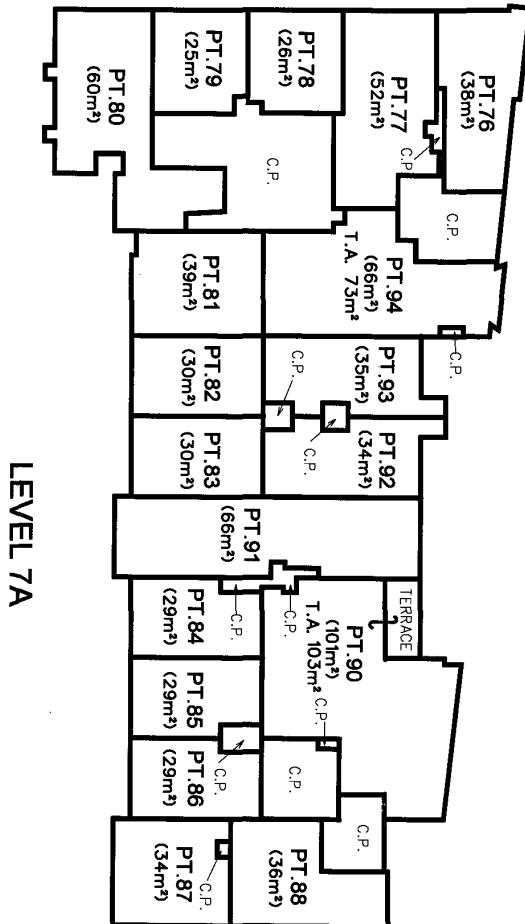
Registered Surveyor
 SURVEYORS REFERENCE: 68675
 Certified Manager / Authorised Deputee / Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 17 of 24 Sheets

SP75520



LEVEL 7A

NOTES

C.P. - DENOTES COMMON PROPERTY
T.A. - DENOTES TOTAL AREA
THE AREA OF EACH LOT EXCLUDES THE
AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
WHICH ARE NOT NECESSARILY SHOWN
WHERE NOT COVERED TERRACE IS LIMITED
IN HEIGHT TO 2.5 METRES ABOVE THE
UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor
SURVEYOR'S REFERENCE: 68675

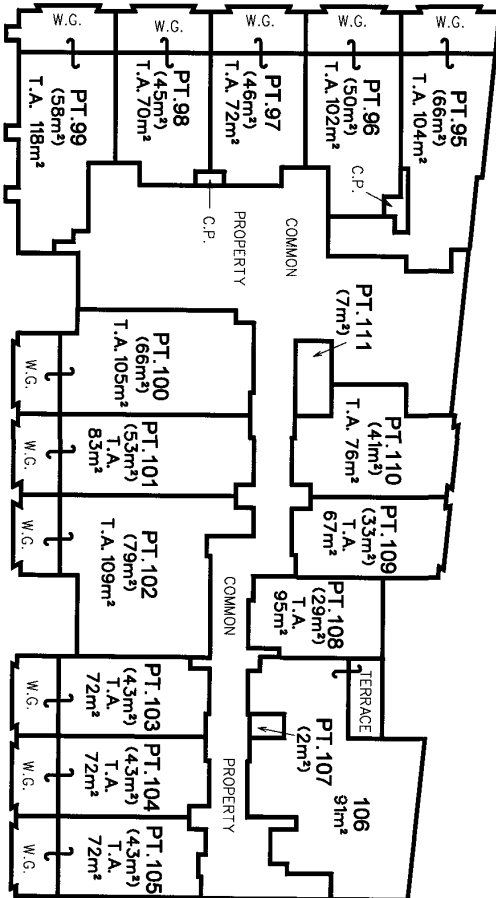
Authorised Deponent / Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 18 of 24 Sheets

SP75520



NOTES

W.G. - DENOTES WINTER GARDEN (COVERED)
 C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN
 WHERE NOT COVERED TERRACE IS
 LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER
 SURFACE OF THE CONCRETE FLOOR THEREOF.

LEVEL 8

Reduction Ratio 1:250 Lengths are in metres

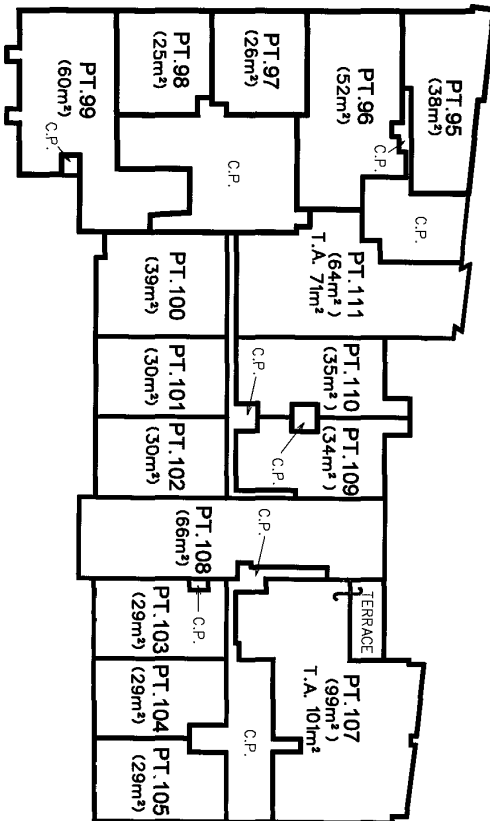
Registered Surveyor
 SURVEYOR'S REFERENCE: 66675
 Accredited Certifier

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 19 of 24 Sheets

SP75520



LEVEL 8A

NOTES

C.P. - DENOTES COMMON PROPERTY
T.A. - DENOTES TOTAL AREA
THE AREA OF EACH LOT EXCLUDES THE
AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
WHICH ARE NOT NECESSARILY SHOWN
WHERE NOT COVERED TERRACE IS LIMITED
IN HEIGHT TO 2.5 METRES ABOVE THE
UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor
OR Wright

Professional Manager / Authorised Practitioner / Accredited Certifier
De Silva

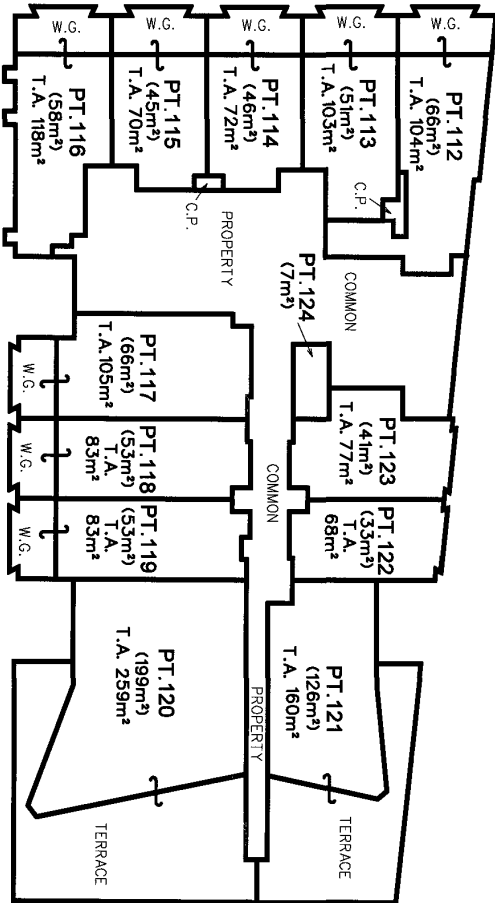
SURVEYORS REFERENCE: 68675

STRATA PLAN FORM 2

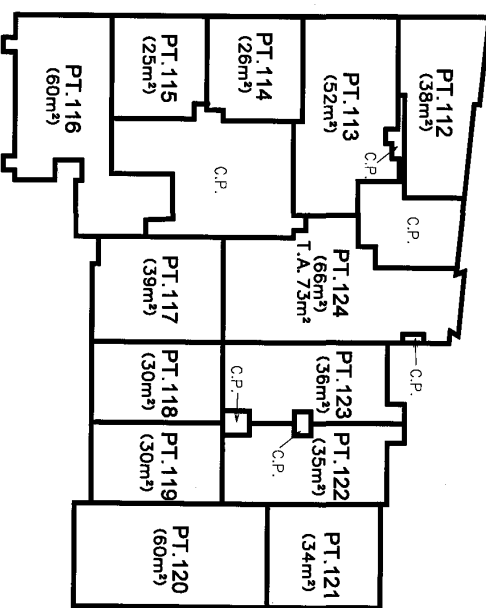
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 20 of 24 Sheets

SP75520



LEVEL 9



LEVEL 9A

NOTES

- W.G. DENOTES WINTER GARDEN - THE AREA OF EACH LOT EXCLUDES THE AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS WHICH ARE NOT NECESSARILY SHOWN
- WHERE NOT COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.
- W.G. DENOTES WINTER GARDEN (COVERED)
- T.A. DENOTES TOTAL AREA
- C.P. DENOTES COMMON PROPERTY

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor *David Skirrow*

SURVEYORS REFERENCE: 68675

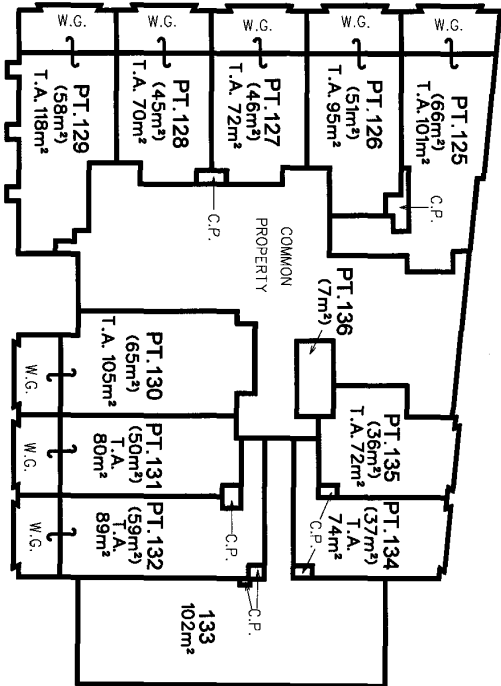
General Manager / Authorised Person / Accredited Certifier

STRATA PLAN FORM 2

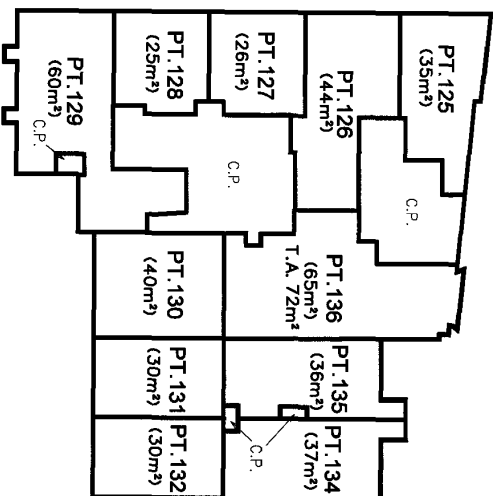
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 21 of 24 Sheets

SP75520



LEVEL 10



LEVEL 10A

NOTES
 W.G. - DENOTES WINTER GARDEN (COVERED)
 C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN

Reduction Ratio 1:250 Lengths are in metres

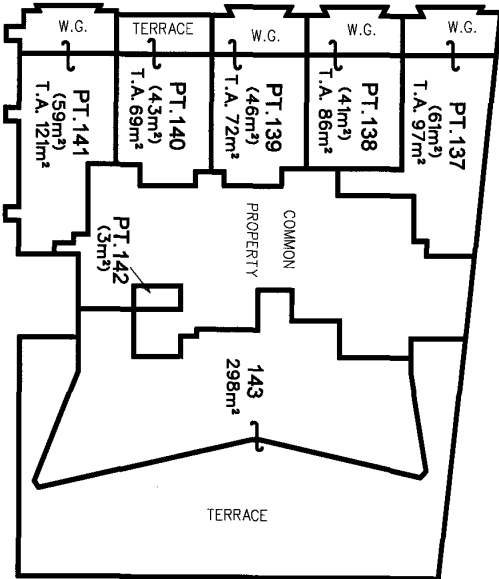
Registered Surveyor *De Silva*
 SURVEYORS REFERENCE: 68675
 Registered Professional Architect/Planner/Accredited Certifier

STRATA PLAN FORM 2

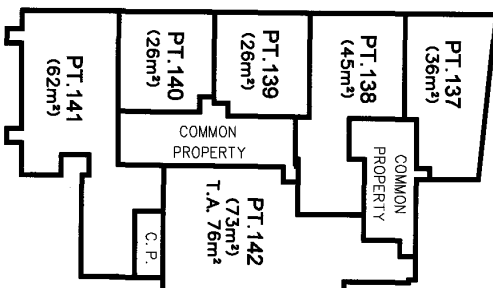
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 22 of 24
 24
 Sheets

SP75520



LEVEL 11



LEVEL 11A

NOTES

W.G. - DENOTES WINTER GARDEN (COVERED)
 C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN
 WHERE NOT COVERED TERRACES ARE LIMITED
 IN HEIGHT TO 2.5 METRES ABOVE THE UPPER
 SURFACE OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor
 SP75520
 General Manager / Authorised Person / Accredited Certifier

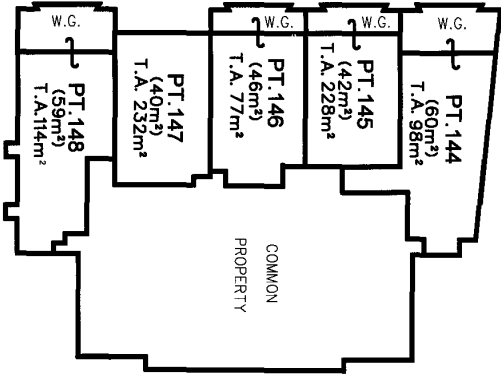
SURVEYOR'S REFERENCE: 68675

STRATA PLAN FORM 2

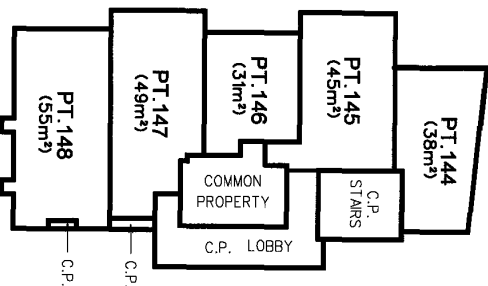
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 23 of 24 Sheets

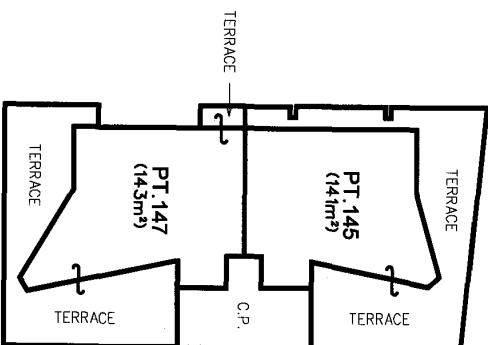
SP75520



LEVEL 12



LEVEL 12A



LEVEL 12B

NOTES

W.G. - DENOTES WINTER GARDEN (COVERED)
 C.P. - DENOTES COMMON PROPERTY
 T.A. - DENOTES TOTAL AREA
 THE AREA OF EACH LOT EXCLUDES THE
 AREA OCCUPIED BY INTERNAL COLUMNS & DUCTS
 WHICH ARE NOT NECESSARILY SHOWN
 WHERE NOT COVERED TERRACES ARE
 LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER
 SURFACE OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:250 Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE: 68675

General Manager / Authorised / Licensed / Accredited / Certified

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 24 of 24 Sheets

SP755520

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	64	41	36	81	65	121	107
2	46	42	75	82	56	122	49
3	40	43	102	83	73	123	56
4	66	44	48	84	52	124	44
5	63	45	44	85	52	125	69
6	42	46	44	86	48	126	66
7	145	47	36	87	59	127	52
8	145	48	44	88	61	128	52
9	61	49	40	89	61	129	89
10	66	50	44	90	61	130	71
11	31	51	63	91	59	131	62
12	34	52	40	92	47	132	65
13	44	53	44	93	55	133	93
14	32	54	52	94	43	134	50
15	63	55	34	95	73	135	52
16	44	56	36	96	69	136	47
17	29	57	72	97	50	137	77
18	68	58	67	98	50	138	62
19	44	59	49	99	81	139	55
20	43	60	48	100	65	140	54
21	39	61	80	101	59	141	106
22	44	62	65	102	73	142	46
23	40	63	57	103	52	143	144
24	41	64	72	104	52	144	81
25	41	65	47	105	52	145	152
26	201	66	51	106	61	146	56
27	40	67	51	107	65	147	165
28	32	68	113	108	63	148	97
29	54	69	93	109	48	149	233
30	32	70	44	110	56	150	158
31	69	71	65	111	44	151	209
32	45	72	58	112	76	152	38
33	46	73	46	113	69	153	34
34	41	74	44	114	51	AGGREGATE 10,000	
35	76	75	42	115	51		
36	45	76	73	116	85		
37	42	77	68	117	67		
38	77	78	49	118	61		
39	201	79	49	119	61		
40	65	80	77	120	178		

Reduction Ratio 1: Lengths are in metres

SURVEYORS REFERENCE: 66675

Registered Surveyor

General Manager / Authorised Person / Accredited Certifier

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

(Sheet 1 of 3 Sheets)

SP75520

Subdivision covered by Certificate
No. 292 of 2005

PART 1

Full name and address
of proprietor of the land

SCOTS CHURCH DEVELOPMENT LIMITED
ACN 091 686 323
of Level 9, 160 Georges Terrace, Perth WA 6000

1. Identity of covenant
firstly referred to in
abovementioned plan:

Positive Covenant

Schedule of lots, etc. affected

Lots burdened

Lots, name of road, or Authority, benefited.

Common Property and
Every Lot

Sydney City Council

2. Identity of covenant
secondly referred to in
abovementioned plan:

Restriction on Use

Schedule of lots, etc. affected

Lots burdened

Lots, name of road, or Authority, benefited.

Common Property and
Lots 1 – 148 (inclusive)

Sydney City Council

3. Identity of covenant
thirdly referred to in
abovementioned plan:

Restriction on Use

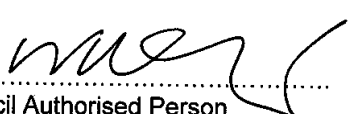
Schedule of lots, etc. affected

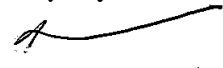
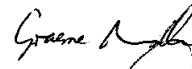
Lots burdened

Lots, name of road, or Authority, benefited.

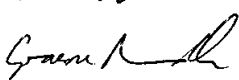
Common Property

Sydney City Council


.....
Council Authorised Person





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

(Sheet 2 of 3 Sheets)

SP75520

Subdivision covered by Certificate
No. 292 of 2005

PART 2

1. Terms of Positive Covenant firstly referred to in abovementioned plan

The registered proprietors of the Lots burdened and the owners corporation jointly shall at their own expense maintain the building erected on the Lots burdened in accordance with the Heritage Act 1977, the Central Sydney Heritage Local Environmental Plan 2000, the Conservation Plan prepared by Brian McDonald & Associates dated 24 October 2000 as amended on 13 November 2000 and the Maintenance Plan prepared by HBO+EMTB Heritage Pty Limited dated 27 October 2005 (Issue E).

2. Terms of Restriction on Use secondly referred to in abovementioned plan

The residential apartments and any other form of residential accommodation within or forming part of the Lots burdened shall be used and occupied for the sole purpose of permanent residential accommodation and shall be restricted to use as a "residential building" as defined in the Central Sydney Local Environmental Plan 1996.

3. Terms of Restriction on Use thirdly referred to in abovementioned plan

- (a) The on-site car parking spaces within the carstacker are not to be used by those other than an occupant, tenant or resident of the subject strata scheme;
- (b) The on-site church car parking spaces on the Basement Level are not to be used by those other than an occupant, tenant or visitor of Lot 11 in Deposited Plan 1086866;
- (c) The on-site service spaces are to be used only for service or loading purposes.

4. Name of person empowered to release, vary or modify restriction firstly, secondly and thirdly referred to in abovementioned plan.

Sydney City Council


Council Authorised Person











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

(Sheet 3 of 3 Sheets)

SP75520

Subdivision covered by Certificate
No. 292 of 2005



**EXECUTED by SCOTS CHURCH
DEVELOPMENT LIMITED
ACN 091 686 323**
in accordance with Section 127 of the
Corporations Act 2001 in the presence of:

Director
NORMAN PHILLIP CAREY
Name of Director (print)

Graeme John Rundle
Director / Secretary
GRAEME JOHN RUNDLE
Name of Director / Secretary (print)

**SIGNED by CAPITAL FINANCE
AUSTRALIA LIMITED ACN**
by the party's attorney in the presence of:

**EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 000 663 136
BY ITS DULY APPOINTED ATTORNEYS**

**BRETT LENNANE
MARK CORBETT**

Full Names

Witness

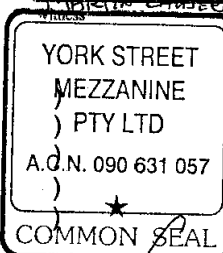
PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

Name of Witness (print)

Name of Attorney (print)

**EXECUTED by YORK STREET
MEZZANINE PTY LIMITED
ACN 090 631 057**
in accordance with Section 127 of the
Corporations Act 2001 in the presence of:

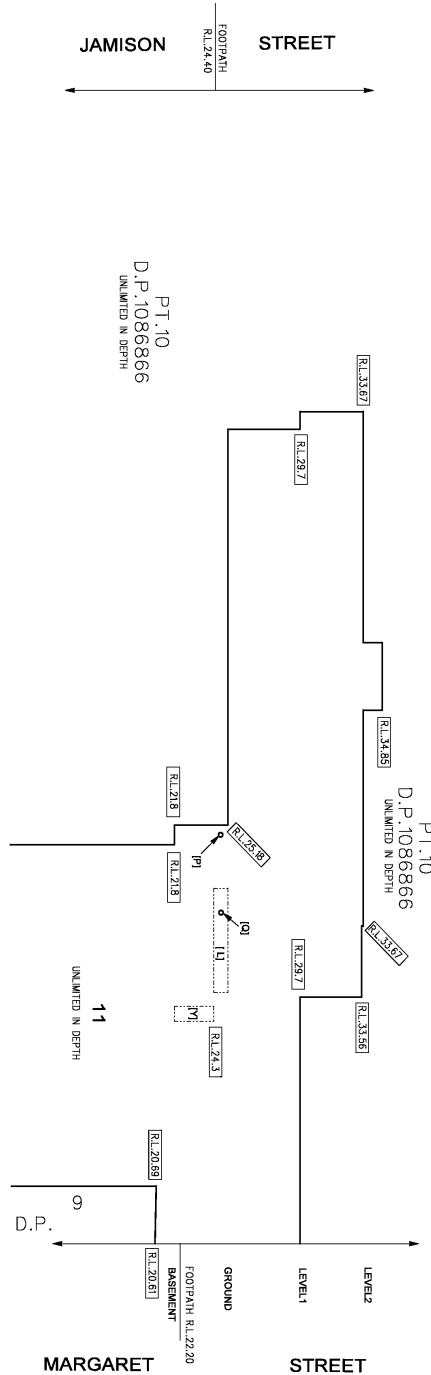
Director
Richard Palmer Beck
Director
Name of Director (print)



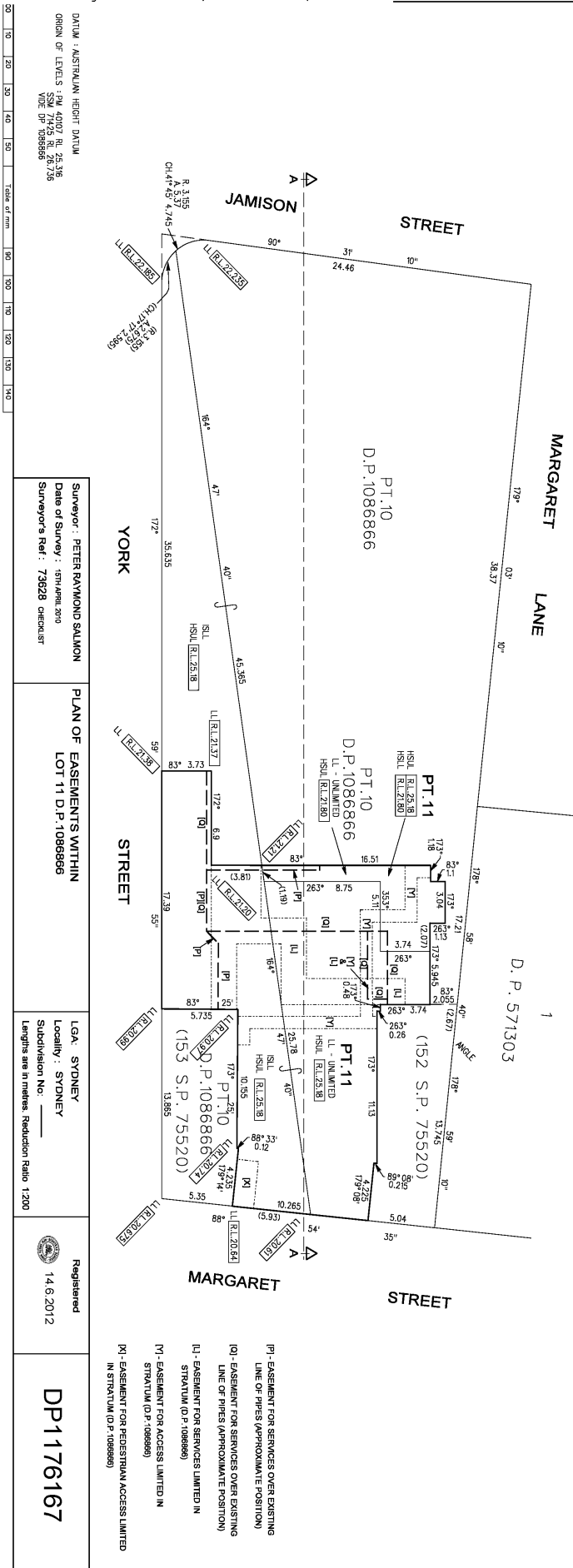
Graeme John Rundle
Director / Secretary
GRAEME JOHN RUNDLE
Name of Director / Secretary (print)

Michael Beck
Council Authorised Person





IS - DENOTES A STRATUM LIMITATION DEFINED BY A REGULAR INCLINED PLANE AT THE R.L.'S SHOWN HEREON
HS - DENOTES A STRATUM LIMITATION DEFINED BY A HORIZONTAL PLANE
LL - DENOTES THE LOWER LIMIT OF A STRATUM
UL - DENOTES THE UPPER LIMIT OF A STRATUM



DATUM : AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS : BM 4002, RL 25.316
NOTE : D.P. 1086866
NOTE : D.P. 1086866

Surveyor : PETER RAYMOND SALMON
Date of Survey : 28th April 2010
Surveyor's Ref : 73628 CHECKLIST

PLAN OF EASEMENTS WITHIN
LOT 11 D.P. 1086866

LGA: SYDNEY
Locality: SYDNEY
Subdivision No.:
Lengths are in metres. Reduction Ratio 1:200

Registered
14.6.2012

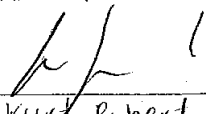
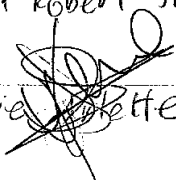
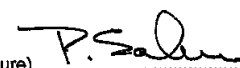
DP1176167

- [PI] - EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION)
- [IQ] - EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION)
- [IL] - EASEMENT FOR SERVICES LIMITED IN STRATUM (D.P. 1086866)
- [IM] - EASEMENT FOR ACCESS LIMITED IN STRATUM (D.P. 1086866)
- [IX] - EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN STRATUM (D.P. 1086866)

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 2 sheet(s)	
SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE :- 1. EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES [P] (APPROXIMATE POSITION) 2. EASEMENT FOR SERVICES OVER EXISTING LINE OF PIPES [Q] (APPROXIMATE POSITION)  _____ Kurt Robert Taggard  _____ Nathalie Taggard Use PLAN FORM 6A for additional certificates, signatures, seals and statements	DP1176167 Registered:  14.6.2012 Title System: TORRENS Purpose: EASEMENT PLAN OF EASEMENTS WITHIN LOT 11 D.P.1086866 LGA: SYDNEY Locality: SYDNEY Parish: ST. PHILIP County: CUMBERLAND Surveying Regulations, 2006 I, <u>PETER RAYMOND SALMON</u> of <u>RYGATE & COMPANY PTY. LTD., SYDNEY</u> a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on <u>15TH APRIL 2010</u> The survey relates to <u>EASEMENTS WITHIN DP 1086866</u> (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)  (Signature) _____ Dated: <u>14/12/11</u> Surveyor registered under the Surveying Act, 2002 Datum Line: _____ Type: Urban / ~~Rural~~
Crown Lands NSW/Western Lands Office Approval I, _____ in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown hereon have been given. Signature: _____ Date: _____ File Number: _____ Office: _____	Subdivision Certificate I certify that the provisions s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to: the proposed _____ set out herein * (insert 'subdivision' or 'new road') _____ *Authorised Person/General Manager/Accredited Certifier Consent Authority: _____ Date of Endorsement: _____ Accreditation No. _____ Subdivision Certificate No. _____ File No. _____ *Delete whichever is inapplicable.
Plans used in preparation of ~~survey~~/compilation D.P.1086866 (if insufficient space use Plan Form 6A annexure sheet) SURVEYOR'S REFERENCE: 73628 CHECKLIST	

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
PLAN OF EASEMENTS WITHIN LOT 11 D.P.1086866	DP1176167 Registered: 14.6.2012	
Subdivision Certificate No: _____ Date of Endorsement: _____		
<i>Westpac</i> Westpac Banking Corporation ABN 93 007 467 141 being the Mortgagee under Mortgage number AC 44746 hereby consents to this Lease/Linen Plan I certify that the attorney for the <u>Mortgagee</u> with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed that instrument in my presence. Signature of witness: Name of witness: HARINDER KAUR Address of witness: 1 King Street Concord West NSW Certified correct for the purposes of the Real Property Act 1900 by the <u>Mortgagee</u> SIGNED by <u>Sun Kim</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332 (Signature) Tier Three Attorney By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney <i>Church to Sign Here</i> THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST by its duly appointed attorney WAYNE DAVID RICHARDS pursuant to Power of Attorney dated 27 June 2005 registered Book 4462 No 51. <i>Kate MacLachlan</i> <i>Common seal</i>		
SURVEYOR'S REFERENCE: 73628 CHECKLIST		

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 CONVEYANCING ACT 1919**

Sheet 1 of 4 Sheets

DP1176167

Plan of Easements within Lot 11 DP1086866

**Full name and address of
 the owner of the Land**

The Presbyterian Church (New South Wales)
 Property Trust
 Church Office, 168 Chalmers Street, Surry Hills
 NSW 2010

Part 1

Number of Item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Services over existing line of pipes [P] (approximate position)	Lot 11 DP1086866	Lot 153 SP75520
2	Easement for Services over existing line of pipes [Q] (approximate position)	Lot 11 DP1086866	Lot 152 SP75520

Part 2

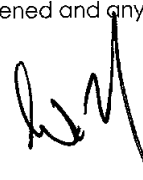
1 Terms of easement for services over existing line of pipes [P] (approximate position) in the Plan

1.1 The Grantee –

- (a) Has the right to lay, place, install, construct and erect on and use conduits, pipes, cables and ducting within and through the Lot Burdened for the supply of electricity and other services to air conditioning plant and equipment owned by the Grantee, and
- (b) May do anything reasonably necessary for that purpose, including –
 - (1) Entering the Lot Burdened,
 - (2) Taking anything onto the Lot Burdened, and
 - (3) Carrying out work to the Lot Burdened for the purposes associated with the Grantee's rights under this easement including the right to lay, place, construct, inspect, clean, repair, maintain or renew the conduits or any part of them.

1.2 In exercising those powers, the owner of the Lot Benefited must –

- (a) Ensure that all work is done properly,
- (b) Cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened,
- (c) Cause as little damage as is practicable to the Lot Burdened and any improvement on it,



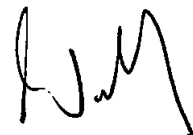
INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED
TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Sheet 2 of 4 Sheets

DP1176167

Plan of Easements within Lot 11 DP1086866

- (d) Restore the Lot Burdened as nearly as is practicable to its former condition, and
 - (e) Make good any collateral damage.
- 1.3 The Grantee may only do a thing under this easement within the site of this easement.
- 1.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 2 Terms of easement for services over existing line of pipes [Q] (approximate position) in the Plan**
- 2.1 The Grantee –
- (a) Has the right to lay, place, install, construct and erect on and use conduits, pipes, cables and ducting within and through the Lot Burdened for the supply of electricity and other services to air conditioning plant and equipment owned by the Grantee,
 - (b) Has the right to lay, place, install, construct and erect on and use water pipes within and through the Lot Burdened for the supply of water to the Lot Benefited, and
 - (c) May do anything reasonably necessary for that purpose, including –
 - (1) Entering the Lot Burdened,
 - (2) Taking anything onto the Lot Burdened, and
 - (3) Carrying out work to the Lot Burdened for the purposes associated with the Grantee's rights under this easement including the right to lay, place, construct, inspect, clean, repair, maintain or renew the conduits or any part of them.
- 2.2 In exercising those powers, the owner of the Lot Benefited must –
- (a) Ensure that all work is done properly,
 - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened,
 - (c) Cause as little damage as is practicable to the Lot Burdened and any improvement on it,
 - (d) Restore the Lot Burdened as nearly as is practicable to its former condition, and
 - (e) Make good any collateral damage.
- 2.3 The Grantee may only do a thing under this easement within the site of this easement.
- 2.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 CONVEYANCING ACT 1919

Sheet 3 of 4 Sheets

DP1176167

Plan of Easements within Lot 11 DP1086866

3 Definitions

- 3.1 "Authorised Person" means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee's tenants, licensees, visitors, employees and contractors.
- 3.2 "Grantee" means the person, or if more than one jointly, the owners of an estate in fee simple of a Lot Benefited.

Date:

Execution

OWNER OF THE LAND BURDENED:

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below
Who signed this instrument pursuant to the Power of attorney specified.

Signature of attorney:

Attorney's name

Signing on behalf of:

The Presbyterian Church (New South Wales)
Property Trust

Power of attorney- Book:

No.:

THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST by its duly appointed attorney WAYNE DAVID RICHARDS pursuant to Power of Attorney dated 27 June 2005 registered Book 4462 No 51.

OWNERS OF THE LAND BENEFITED:

Signed Sealed and Delivered by
Kurt Robert Jaggard in the presence of:

Signature of Witness

(May Nguyen)

Signed Sealed and Delivered by
Nathalie Arlette Jaggard in the presence of:

Signature of Witness

(May Nguyen)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A 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 CONVEYANCING ACT 1919

Sheet 4 of 4 Sheets

DP1176167

Plan of Easements within Lot 11 DP1086866

Certified correct for the purposes of the Real
Property Act 1900 by the corporation named
Below the common seal of which was affixed to
The authority specified and in the presence of
The authorised person(s) whose signature(s)
Appear(s) below.

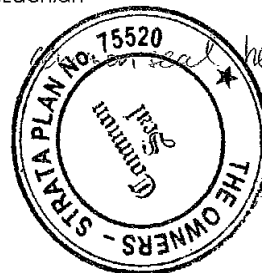
Corporation: The Owners – Strata Pan 75520
Authority: Strata Managing Agent

Signature of authorised person:

Name of Authorised person:

Office Held: *Strata Manager*
For SP75220


Kate McLachlan



MORTGAGEE OF OWNERS OF LAND BENEFITED:

Westpac Banking Corporation
ABN 33 007 457 141
being the Mortgagee under Mortgage number
A.C.447.2.6.....hereby consents to this Lease/Linen Plan

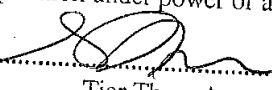
I certify that the attorney for the *mortgagee*
with whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed
that instrument in my presence.

Signature of witness: 

Name of witness: HARINDER KAUR

Address of witness: 1 King Street
Concord West NSW

Certified correct for the purposes of the Real Property Act
1900 by the *mortgagee*
SIGNED by *Sun Kim*..... as attorney for Westpac
Banking Corporation under power of attorney Book 4299
No. 332


(Signature) Tier Three Attorney
By executing this instrument the attorney states that the
attorney has received no notice of the revocation of the
power of attorney

REGISTERED

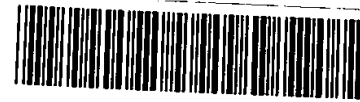


14.6.2012

Form: 07L
Release: 4-4

LEASE

New South Wales
Real Property Act 1900



AN231907E

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

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased

WHOLE FOLIO IDENTIFIER 152/SP75520

(B) LODGED BY

Document
Collection
Box
1W

Name, Address or DX, Telephone, and Customer Account Number if any

SHLP Associates Lawyers
DX 258 Sydney Tel: 02 9049826

Reference:

CODE

L

(C) LESSOR

KURT ROBERT JAGGARD & NATHALIE ARLETTE JAGGARD

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

(D)

Encumbrances (if applicable):

(E) LESSEE

MILLSMITH SYDNEY PTY LTD A.C.N. 602 369 979

(F)

TENANCY:

(G) 1. TERM FIVE (5) YEARS

2. COMMENCING DATE ~~1 OCTOBER 2017~~ 30 November 2017

3. TERMINATING DATE ~~30 SEPTEMBER 2022~~ 29 November 2022

4. With an **OPTION TO RENEW** for a period of FIVE (5) YEARS EACH
set out in clause 4 of ANNEXURE B

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in ANNEXURE(S) A, B hereto.

8. Incorporates the provisions set out in N.A.

No. N.A.

9. The **RENT** is set out in item No. 13 of ANNEXURE A

Jessica Chung
authorised to make
amendments
30 November 2017

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 35

PROD.
13/03/2018 - 654X

DATE **30 November 2017**

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

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

Signature of witness:

Name of witness: **Jessica Chung**
Address of witness: **Level 11, 84 Pitt Street**
Sydney NSW 2000

Signature of lessor:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: **MILLSMITH SYDNEY PTY LIMITED A.C.N. 602 369 979**
Authority: **section 127 of the Corporations Act 2001**

Signature of authorised person:

Name of authorised person: **GAVIN THURSON**
Office held: **Director**

Signature of authorised person:

Name of authorised person: **LLOYD ANDRE SMITH**
Office held: **Director**

(I) **STATUTORY DECLARATION***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

☐ Justice of the Peace (J.P. Number. _____)

) ☐ Practising Solicitor

☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE A

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: Kurt Robert Jaggard and Nathalie Arlette Jaggard

Lessee: Millsmith Sydney Pty Ltd (ACN 602 369 979)

This annexure consists of 18 pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 10 A. The guarantor(s): Lloyd Andre Smith of 28 Argo Street, South Yarra VIC 3141
Gavin Barry Millson of 4 Jarmina Way, Emerald VIC 3782
(cls 2.3, 13.1)
(cl 13.7) B. Limit of guarantor's liability: Unlimited

Item 11 Additional leased property: Not Applicable
(cl 3)

Item 12 Option to renew
(cl 4)

- A. First Option to Renew for a further period of Five (5) years from ~~1 October 2022 to 30 September 2027~~ **30 November 2022 to 29 November 2027**
- a) First day option for renewal can be exercised: ~~1 April 2022~~ **30 May 2022**
b) Last day option for renewal can be exercised: ~~1 July 2022~~ **30 August 2022**
- B. Second Option to Renew for a further period of Five (5) years from ~~1 October 2027 to 30 September 2032~~ **30 November 2027 to 29 November 2032**
- a) First day option for renewal can be exercised: ~~1 April 2027~~ **30 May 2027**
b) Last day option for renewal can be exercised: ~~1 July 2027~~ **30 August 2027**
- C. Third Option to Renew for a further period of Five (5) years from ~~1 October 2032 to 30 September 2037~~ **30 November 2032 to 29 November 2037**
- a) First day option for renewal can be exercised: ~~1 April 2032~~ **30 May 2032**
b) Last day option for renewal can be exercised: ~~1 July 2032~~ **30 August 2032**
- D. Fourth Option to Renew for a further period of Five (5) years from ~~1 October 2037 to 30 September 2042~~ **30 November 2037 to 29 November 2042**
- a) First day option for renewal can be exercised: ~~1 April 2037~~ **30 May 2037**
b) Last day option for renewal can be exercised: ~~1 July 2037~~ **30 August 2037**
- E. Maximum period of tenancy under this lease and permitted renewals: Twenty-five (25) years

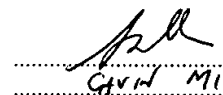
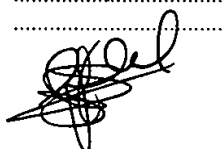
Item 13 A. Rent
(cl 5)

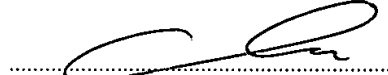
For the lease period:

From the Handover Date
to the first rent review date:

\$120,000.00 + GST a year by monthly
instalments of \$10,000.00 + GST

Jessica Chung
authorised to
make amendments
3 April 2018


GAVIN MILLSON



LLOYD ANDRE SMITH



ANNEXURE A

Afterwards:

An annual increase of 4% on each rent review date being the anniversary of the Handover Date.

For the further period in item 12A:

From the anniversary of the Handover Date
to the first rent review date:
(for example: Current market rent)

Market review at the take up of the option.
Afterwards, an annual increase of 4% on each rent review date.

Afterwards:

At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12B:

From the anniversary of the Handover Date
to the first rent review date:
(for example: Current market rent)

Market review at the take up of the option.
Afterwards, an annual increase of 4% on each rent review date.

Afterwards:

At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12C:

From the anniversary of the Handover Date
to the first rent review date:
(for example: Current market rent)

Market review at the take up of the option.
Afterwards, an annual increase of 4% on each rent review date.

Afterwards:

At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12D:

From the anniversary of the Handover Date
to the first rent review date:
(for example: Current market rent)

Market review at the take up of the option.
Afterwards, an annual increase of 4% on each rent review date.

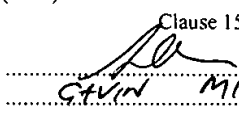
Afterwards:

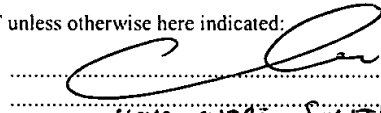
At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

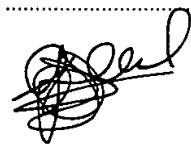
Item 13
(cl 15)

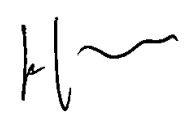
B. GST

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:


GAVIN MILSON


AMANDA SMITH





ANNEXURE A

Item 14 (cl 5) Outgoings

- A. Lessee's share and payment of Lessor's outgoings:
- (1) The Lessee agrees to pay \$10,000.00 + GST per annum ("contribution") towards the strata levies, government rates and charges, land tax, and water sewerage and drainage rates and charges, as provided for in the Disclosure Statement.
 - (2) The Lessee's contribution amount is fixed for the term of the Lease.
 - (3) The Lessee's contribution during the option period shall be agreed by the parties.
 - (4) The Lessee agrees that all other costs and charges relating to and dependent on the Lessee's use of the premises shall be fully borne by the Lessee ("usage charges"). The parties acknowledge and agree that the Lessor's estimate of outgoings or other charges to be paid by the Lessee are guides only. The Lessor is unable to provide estimates for the Lessee's usage charges and the Lessee must rely on its own inquiries in relation to any other costs it must pay in connection with its use of the premises.
- B. Lessee's capped \$10,000.00 + GST per annum contribution:
- (a) Strata levies;
 - (b) Government rates and charges;
 - (c) Land tax; and
 - (d) Water sewerage and drainage rates and charges.

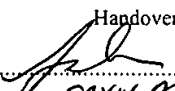
Lessee's usage charges:

- (1) Full cost for own service, usage and utility charges for the premises, including but not limited to:
 - a. waste collection and garbage disposal;
 - b. water usage charges;
 - c. all shop cleaning costs;
 - d. air conditioning repairs and maintenance;
 - e. all electricity and telephone connection and usage charges;
 - f. business, contents and any other insurances required by the Lessor or the Lessee for the premises;
 - g. any other expenses or services incurred, consumed, arranged or used by the Lessee within the premises that have not been covered already in the Lease.
- (2) The Lessee will pay 100% of any increase in the outgoings over the base year.

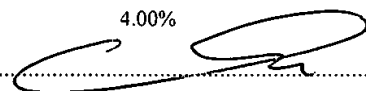
Item 15 Interest rate: 10.00%
(cl 5.1.5)

Item 16 (cl 5.4) Rent review

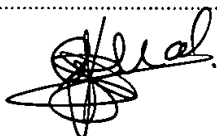
Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
Handover Date 2018	Method 1	4.00%
Handover Date 2019	Method 1	4.00%
Handover Date 2020	Method 1	4.00%
Handover Date 2021	Method 1	4.00%
Handover Date 2022	Method 3	
Handover Date 2023	Method 1	4.00%
Handover Date 2024	Method 1	4.00%
Handover Date 2025	Method 1	4.00%

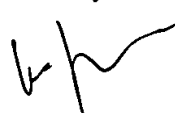


 GAVIN MILSON



 LLOYD ANDREW SMITH





ANNEXURE A

Handover Date 2026	Method 1	4.00%
Handover Date 2027	Method 3	
Handover Date 2028	Method 1	4.00%
Handover Date 2029	Method 1	4.00%
Handover Date 2030	Method 1	4.00%
Handover Date 2031	Method 1	4.00%
Handover Date 2032	Method 3	
Handover Date 2033	Method 1	4.00%
Handover Date 2034	Method 1	4.00%
Handover Date 2035	Method 1	4.00%
Handover Date 2036	Method 1	4.00%
Handover Date 2037	Method 3	
Handover Date 2038	Method 1	4.00%
Handover Date 2039	Method 1	4.00%
Handover Date 2040	Method 1	4.00%
Handover Date 2041	Method 1	4.00%

Method 1 is a fixed amount or percentage.

Method 2 is Consumer Price Index.

Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17 **Permitted use:** Espresso Bar
 (cl 6.1)

Item 18 **Amount of required public liability insurance:** \$20,000,000.00
 (cl 8.1.1)

Item 19 **Bank Guarantee**
 (cl 16)
 3 months' gross rental inclusive of GST equating to **\$35,749.98**

Item 20 **Security Deposit**
 (cl 17)
 Not Applicable

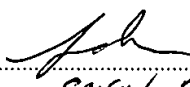
Special Conditions

A. INTERPRETATION

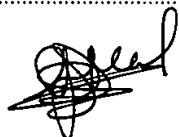
A.1 In this Lease unless the contrary intention appears:

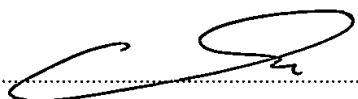
"Building" means the building or buildings on the Land described on page one of this Lease which the Demised premises forms part or the Demised premises as the case may be, and where the context admits any part of the building together with any modifications, extensions or alterations and including the fittings and fixtures and other improvements from time to time.

"Demised premises" means the premises described on page one of this Lease including any part of those premises, and where the context so admits such of the fixtures, fittings, furnishings, plant, machinery and equipment (if any) from time to time installed in those premises and owned by the Lessor.



 GAVIN MCLEAN





 LLOYD ANDRE SMITH



ANNEXURE A

"Common area" or "Common property" includes and not limited to entrances, lobbies, forecourts, gardens, vestibules, roof decks, passageways, stairways, landings, escalators, lifts, driveways, car parks, loading docks, tearooms, toilet and washroom facilities, exits, and other area of the Building permitted by the Lessor to be used in general from time to time by all occupants of the Building.

"Guarantor" means the person (s) or corporation (s) named in Annexure A Item 10 and their respective executors, administrators and successors.

"Handover Date" means the actual date that the Lessee enters into possession of the Demised premises by way of the Lessor or Lessor's agent handing over the keys to the Lessee, and provided that the Lessee's heritage application has been accepted and approved in full by the relevant authority, with no restriction or amendment to the Lessee's satisfaction or unless otherwise approved by the Lessee.

"Land" means the land comprised in the certificate of title specified on page one of this Lease.

"Lease" or "this Lease" means this document including any Schedule, annexure or thing attached to this document.

"Lessee" is named on page one of this Lease and includes the executors, administrators, successors and permitted assigns of such person or corporation, and where not repugnant to the context the servants and agents of such person or corporation.

"Lessor" is named on page one of this Lease and includes the executors, administrators, successors and assigns of such person or corporation, and where not repugnant to the context the servants and agents of such person or corporation.

"Rent Commencement Date" means three (3) calendar months from the Handover Date.

- A.2 The singular includes the plural and vice versa. A gender includes all genders. Words importing persons include corporations and vice versa.
- A.3 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- A.4 Each indemnity in this Lease is a continuing and independent obligation that survives the expiration, determination or discharge of this Lease.

B. THE FOLLOWING ALTERATIONS AND ADDITIONS ARE TO BE CAUSED TO THE LEASE COVENANTS IN ANNEXURE B:

B.1 Lease Period

- B.1.1 In Clause 4.3, delete the words "item 12B" and replace with "items 12B – 12D" in the first line and delete the words "item 12C" and replace with "item 12E" in the second line.

- B.1.2 Delete Clause 4.4.1 and replace it with the following Clause 4.4.1:

4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in items 12A(a), 12B(a), 12C(a) and 12D(a) in the schedule and not later than the last day stated in items 12A(b), 12B(b), 12C(b) and 12D(b) in the schedule;

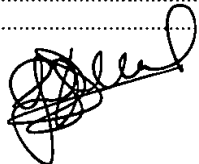
- B.1.3 Delete Clause 4.4.3 and replace it with the following Clause 4.4.3:

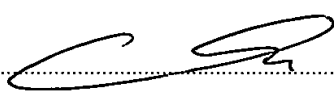
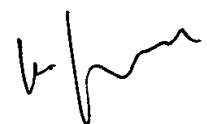
4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12A(a)-(b), 12B(a)-(b), 12C(a)-(b), 12D(a)-(b) in the schedule are adjusted accordingly.

- B.1.4 In Clause 4.6.3, insert the words "and 12C and 12D" after "items 12A and 12B".

- B.1.5 In Clause 4.6.4, insert the words "item 12C becoming item 12B, and item 12D becoming item 12C" after the words "item 12A;"


.....
GAVIN WILSON
.....



.....
LLOYD ANDRE SMITH
.....


ANNEXURE A

B.1.6 In Clause 4.6.5, delete the words "item 12C" and replace with "item 12E".

B.1.7 Delete the first paragraph of Clause 4.6.6 and replace it with the following:

4.6.6 adjustment of items 12A(a)-(b), 12B(a)-(b), 12C(a)-(b), 12D(a)-(b) in the schedule. The number of days between the dates stated in sub- subclauses (a), (b) in items 12A – 12D in the schedule of the new lease and the termination date of the new lease are to correspond with the number of days between each date stated in sub- subclauses (a), (b) in items 12A – 12D in the schedule of this lease and the termination date of this lease.

B.1.8 Insert Clause 4.7 to read:

4.7.1 The parties hereby acknowledge and agree that, for the purposes of this Lease, the commencing date of this Lease means the Handover Date. The parties intend for the Lease and Rent commencement dates to be calculated from the date upon which:

- (a) The Lessee obtains full approval from the relevant authority for its heritage application, with no restrictions or amendments to its application or as otherwise approved by the Lessee; and
- (b) The Lessor or the Lessor's agent hands the keys to the Premises over to the Lessee.

4.7.2 Should there be any inconsistencies between this Clause 4.7 and any other provisions in this Lease that may give a contrary meaning or effect to the lease commencement date (including but not limited to references to the commencing and terminating dates on page one of this Lease, and Clause 4), this Clause 4.7 shall prevail.

B.1A Money

B.1A.1 In Clause 5.1, add the words "without set-off, counterclaim or other deductions" after the word "pay" and before the words "to the Lessor".

B.1A.2 Delete Clause 5.1.5 and replace it with the following Clause 5.1.5:

5.1.5 interest on these moneys at the rate stated in Item 15 when payment is overdue, calculated from the due date to the date of payment;

B.1A.3 Insert Clause 5.1.11 to read:

5.1.11 To the extent permitted at law, the amount equivalent to any money paid by the Lessor in respect of any liability imposed on the Lessee under or by virtue of this Lease notwithstanding that any statute, ordinance, proclamation, order, regulation or moratoria (present or future) directly or indirectly imposes such liability upon the Lessor.

B.1A.4 In Clause 5.2, add the words "or the Handover Date, whichever is earlier" after the words "paid by the commencement date" in the first sentence.

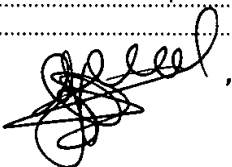
B.1A.5 Insert Clauses 5.2.1 – 5.2.4 to read:

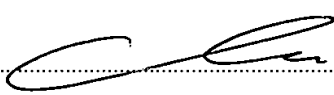
5.2.1 If the term does not start on the first day of a month and the Lessor wishes to have the instalment be paid on the first day of the month, the Lessee shall pay the proportionate instalment for the month plus a full instalment in advance so that next monthly instalment shall be paid on the first day of each month.

5.2.2 The Lessee must, if requested by the Lessor, pay the rent and any other amounts required to be paid by the Lessee under this lease by direct debit from the Lessee's bank account to the credit of the Lessor's account at such bank and branch as is from time to time nominated by the Lessor.

5.2.3 The Lessee will during the term pay to the Lessor free of all deductions in each year the rent without setoff, counterclaim or other deduction and will not without the written consent of the Lessor by any act matter or deed or by any failure or omission impair reduce or diminish directly or indirectly the rent hereby reserved or impose or cause or permit to be imposed on the Lessor any liability of the Lessee under or by virtue of this Lease even though entitled so to do whether by statute, ordinance, proclamation, order, regulation or moratorium (present or future) or otherwise.







LLOYD ANDRE SMITH


ANNEXURE A

5.2.4 Acceptance of rent by the Lessor after default by the Lessee under this Lease shall be without prejudice to the exercise by the Lessor of any right, power or privilege of the Lessor under this Lease and shall not operate as an election by the Lessor either to exercise or not to exercise any such right, power or privilege.

B.1A.6 Insert Clauses 5.3A – 5.3B to read:

5.3A The Lessee must pay the outgoings within 14 days from the date of the Lessor's notice of the amount payable.

5.3B Payment of outgoings by monthly instalments

5.3B.1 In the event that the Lessor requests the Lessee to pay the outgoings by monthly instalments, this clause shall apply in lieu of Clauses 5.3.1 and 5.3.2. The Lessee shall not make any objection or refusal of the Lessor's request for monthly instalment payment of outgoings.

5.3B.2 In relation to the outgoings payable by the Lessee pursuant to Annexure A, Item 14 and Annexure B Clause 5.1.2, the Lessee agrees and covenants that:

5.3B.2.1 the Lessee shall pay the outgoings by 12 monthly instalments in advance at the same time as the monthly rent;

5.3B.2.2 the monthly outgoings instalment payable by the Lessee shall be calculated by the Lessor by way of estimate based on the rates and notices for the relevant period and to allow for increases if perceived necessary;

5.3B.2.3 at the end of each financial year, the Lessor shall confirm with the Lessee the actual amount of outgoings due and payable by the Lessee for that financial year. In the event that the amount paid by the Lessee exceeded the actual amount payable for the year, the Lessor shall make the adjustment in favour of the Lessee; and if the actual amount payable for the financial is higher than the amount paid by the Lessee, the Lessee warrants and undertakes to pay the shortfall to the Lessor within 14 days of the notice from the Lessor; and

5.3B.2.4 at the end of each financial year, the Lessor shall notify the Lessee the estimated outgoings for the next financial year and advise the Lessee the monthly instalment for the coming financial year. The Lessee warrants and covenants to pay the monthly outgoings instalment as requested by the Lessor.

B.2 Conditions and Repairs

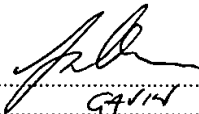
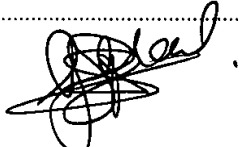
B.2.1 Insert Clauses 7.3.5 - 7.3.9 to read:

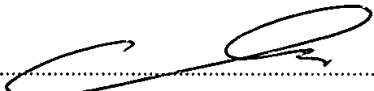
7.3.5 Further to clause 7.3.3, the term 'decorate' shall include the cleaning of the whole of the interior of the Demised premises including all partitions or additions made to the Demised premises and the treatment of previously treated of all internal surfaces of the Demised premises by painting staining polishing or other method approved by the Lessor, and the replacing of all carpets, floor tiles or ceiling tiles which are wore or damaged (otherwise than by fair wear and tear) and in need of replacement. The Lessee must redecorate the premises at least once every 5 years or before the end of the lease, whichever the earlier. Should the Lessee fail to redecorate the Demised premises, the Lessor may undertake that redecoration at the Lessee's expense and the Lessee will repay amounts so expended by the Lessor on demand.

7.3.6 The Lessee must maintain and keep the whole of the Demised premises and of the Lessor's fixtures fittings plant and equipment in good and substantial repair order and condition including and not limited to damage caused by fire, firefighting activities, flooding, fusion, explosion, lighting, civil commotion, storm, tempest, earthquake, burglary, malicious damage.

7.3.7 At all times, the Lessor retains discretion as to whether the Demised premises should, at the end of the Lease, be partly or fully reinstated to the condition as at the start of the Lease, or alternatively, be left 'as is' by the Lessee.

7.3.8 The Lessee may take out the hanging ceiling in the premises but is forthwith reminded that the Lessee shall be liable for any and all damages to the ducts, vents, air conditioning and/or pipes within the ceiling arising from the Lessee's removal of the hanging ceiling.


.....
GAVIN MILLER
.....



.....
LLOYD ANDRE SMITH
.....


ANNEXURE A

7.3.9 Notwithstanding any clause in this lease, the Lessee will not be required or liable to reinstate any plaster walls to the windows at the end of the Lease.

B.2.2 Clause 7.6 is replaced with the following:

7.6.1 The Lessee will not make nor will it permit any person to partition the Demised premises or make any alteration or addition to the structure (whether external or internal structure) or exterior of the Demised premises, including intra-tenancy works, unless required or permitted by this Lease, without first obtaining the prior written consent of the Lessor.

7.6.2 The Lessee will not nor will it permit any person to partition the Demised premises or make any alteration or addition to the structure or exterior of the Demised premises unless required or permitted by this Lease without the prior written consent of the Lessor and shall in course of such partitioning, alterations or additions ('Works') made with the consent of the Lessor observe and comply with all requirements of the Lessor and public authorities.

7.6.3 Without prejudice to the foregoing provisions of this clause, the Lessee will when applying for the Lessor's approval to any Works to the Demised premises, submit with the application, Plans and Specifications in respect of the Works prepared by a qualified consultant or consultants approved by the Lessor.

7.6.4 If the Lessor shall not approve the Plans and Specifications the Lessor shall notify the Lessee accordingly and specify the reasons. The Lessee shall within such time as the Lessor shall reasonably allow, make the appropriate amendments to the Plans and Specifications and shall submit the amended Plans and Specifications to the Lessor for approval, which approval shall not be unreasonably withheld.

~~7.6.5 The Lessor reserves the right to seek further professional advice from the Lessor's own engineers, surveyors or other professional consultants with regards to the Plans and Specifications, at the Lessee's cost.~~

7.6.6 The Lessee will at its own expense obtain the approval of the Council and/or other competent authority to the Plans and Specifications in any case where such approval is required and will produce satisfactory evidence of such approval to the Lessor.

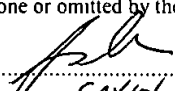
7.6.7 Should the Council reject the Lessee's development/building application with regards to such Works, the Lessee covenants and agrees that they shall, at their own expense, do everything necessary to alter such Works until they are of a standard acceptable by council including but not limited to the drafting of new or amended plans and specifications and instructing a solicitor to contest such rejection.

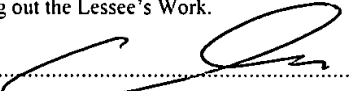
7.6.8 Works to the Demised premises approved by the Lessor shall only be carried out by contractors or qualified tradesmen. In addition, the Lessee and its contractors will comply with the ordinances and by-laws of the Council and with all the rules regulations by-laws orders and directions in any way relating to the Lessee's Work and will pay all fees and charges payable to any authority in respect thereof or arising therefrom. ~~The Lessee also agrees that all works are subject to approval by the Lessor's own qualified tradesmen.~~

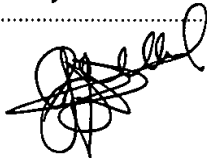
7.6.9 The Lessee shall on completion of such work hand to the Lessor a copy of the Development Approval and an Occupation Certificate from the local public authority and a Letter of Confirmation by a consultant to the effect that such work has been carried out in accordance with the drawings and specifications relating to such work and in accordance with the requirements of all relevant public authorities.

7.6.10 In carrying out the Lessee's Work the Lessee will obey and will procure that the Lessee's contractors, sub-contractors, employees and agents obey all directions of the Lessor ~~and the Lessor's Architect or servants~~ and will act in such manner as to cause as little inconvenience as possible to other persons upon within or connected with the Building and the Lessee will at all times at its own expense remove from the Demised premises, the Land and the Building all rubbish and debris, wrappings, containers and residual materials which result from the Lessee's Work or the stocking of the Demised premises.

7.6.11 The Lessee will repair and make good any damage which may be caused to the Demised premises or other parts of the Land and the Building either directly or indirectly as a result of the carrying out of the Lessee's Work and the Lessee hereby indemnifies and agrees to keep indemnified the Lessor its servants agents and contractors ~~and/or the Lessor's Architect~~ as the case may be in respect of any loss, damage or claim caused by or arising out of anything done or omitted by the Lessee or anyone acting on its behalf in carrying out the Lessee's Work.


.....
GAVIN MILSON
.....


.....
LLOYD ANDRE SMITH
.....





ANNEXURE A

~~7.6.12 The Lessee covenants and agrees to notify the Lessor in writing of the Completion of the Works and acknowledges that the Lessor may at their own discretion, instruct their own engineers, builders or other consultants to inspect, assess and approve the Works and ensure that the Works are compliant with all conditions of the development/Building Approval and any relevant legislation, at the Lessee's cost.~~

~~7.6.13 The Lessor will at the Lessee's expense carry out any alterations, removals, replacement and extensions deemed necessary by the Lessor as a result of the Lessee's Work.~~

7.6.14 The Lessee will indemnify the Lessor for all additional expenses the Lessor may need to incur as a result of (and to rectify) and against all claims made by any body against the Lessor, for any breach in compliance with the requirements of the Lessor, relevant public authorities or any other party under clause 7.6.

B.2.3 Insert Clause 7.6.15 to read:

7.6.15 The Lessee is not responsible for any capital or structural works to the Demised Premises or Building, provided at all times that such works are not undertaken by the Lessee for its use/ business operations and/or due to the Lessee's fitouts.

B.2.4 Insert Clauses 7.7 – 7.10 to read:

7.7 The Lessor may at all reasonable times upon giving to the Lessee reasonable Notice (except in the case of emergency when no notice shall be required) enter upon the Demised premises with workmen and others and all necessary materials for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Demised premises for which the Lessee is not liable under its covenants contained in this Lease or for carrying out repairs, renovations, maintenance, modifications, extensions or alterations to the Demised premises or the Building deemed necessary or desirable by the Lessor PROVIDED ALWAYS that in the exercise of any such power under this clause no undue inconvenience shall be caused to the Lessee. The Lessee will ensure that all doors and locks (subject to fair wear and tear) are in working order on termination of the lease.

7.8 The Lessee will give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Demised premises and of any circumstances likely to be of or cause any danger, risk or hazard to the Demised premises or the Building (to any person in or about the Demised premises or the Building).

7.9 The Lessee will at its own expense maintain, repair and keep in good repair and working condition all the Lessor's fixture, fittings, plant, furnishings and equipment including any signs painted erected or affixed to the exterior of the premises or to any shop front. The Lessor may carry out such repair or maintenance at the Lessee's expense.

7.10 At the Lessee's expense, replace all damaged or non-operative light globes, tubes or other lighting equipment within the Demised premises.

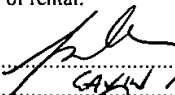
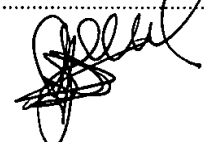
B.3 Insurance and Damage

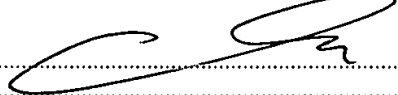
B.3.1 Insert Clauses 8.1.3 – 8.1.6 to read:

8.1.3 The Lessee will also effect and keep effected insurance to cover loss of the Lessee's profit the loss of any cash (which relates to the business conducted on the Demised premises) in transit or within the Demised premises or any other part of the Building.

8.1.4 The Lessee will also effect and keep effected insurance for:-

- (a) Workers' compensation;
- (b) ~~Industrial special risks policy for the usual risk and covering for property for its full value; and~~
- (c) An insurance policy for the full insurable value of all plant, fittings, and stock of the Lessee against loss or damaged sustained thereto by fire, firefighting activities, flooding, fusion, explosion, lighting, civil commotion, storm, tempest, earthquake, burglary, malicious damage or other insurable risk. The Lessee's should also ensure that the Lessee's insurance policy extends to Lessor's fixtures and fittings plant and equipment therein or thereon against loss or damaged sustained thereto by fire, firefighting activities, flooding, fusion, explosion, lighting, civil commotion, storm, tempest, earthquake, burglary, malicious damage or other insurable risk other than loss of rental.


.....
GAVIN MILLER
.....



.....
LLOYD ANDREW SMITH
.....


ANNEXURE A

8.1.5 The Lessee will not at any time during the term do or suffer to be done or allowed any act matter or thing upon the Demised premises or bring or keep anything in the Demised premises whereby any insurance relating to the Demised premises against damage by fire and other risks as aforesaid may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased and that in case the Lessor shall approve in writing of any proposal of the Lessee to increase the risk of fire the Lessee will pay all additional premiums of insurance on the Demised premises (if any) required on account of the additional risk caused by the use to which the Demised premises are put by the Lessee with the consent aforesaid. The Lessee will pay such additional premiums of insurance within fourteen (14) days of the date of notice in writing from the Lessor.

8.1.6 Notwithstanding whether the Lessee is responsible to pay for insurance referred to in Annexure A, Item 14B, the Lessee shall be 100% responsible for the increase of the Lessor's insurance if such basic premium is increased as the result of the Lessee's use of the Demised premises.

B.3.2 Insert Clauses 8.3 – 8.9 to read:

8.3 For all insurance policies taken out by the Lessee under this Lease, the insurance policies must either be taken out in the joint names of the Lessor and the Lessee or note the interest of the Lessor.

8.4 The Lessee will not use or permit or suffer to be used any method of heating or lighting in the Demised premises in contravention of any policy of insurance in respect of the Demised premises.

8.5 At all times during the term of this Lease, the Lessee will at its own costs take all precautions against fire on and in respect of the Demised premises and comply with all fire sprinkler, fire alarm and fire safety regulations as are or may from time to time be required under or pursuant to any statute now or hereafter in force or which may be required by any authority (whether governmental municipal civic or Insurance Council of Australia or Fire Brigade Authority or other authority) having jurisdiction in relation thereto.

8.6 The Lessee will at its own costs and expenses do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by Lessor or occupier of the Demised premises) by any authority (whether governmental municipal civic or Insurance Council of Australia or Fire Brigade Authority or other authority) having jurisdiction in relation thereto pursuant to any statute now or hereafter in force. The Lessee's obligations under this clause include acts matters and things required to be done as a direct result of the permitted use of the Demised premises by the Lessee or by reasons of non-compliance by the Lessee or things become necessary by any act or omission on the part of the Lessee or any servant agent contractor sub-Lessee employee or invitee of the Lessee.

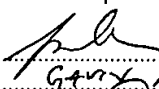
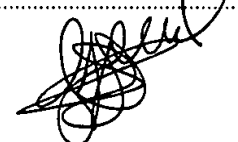
8.7 The Lessee will at its own costs arrange for annual fire safety compliance certificate and provide the Lessor with a copy of the same. The Lessor may arrange it for the Lessee and the Lessee must pay the costs to the Lessor.

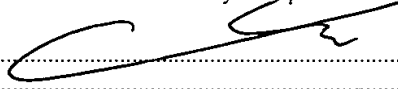
8.8 The Lessee will not store or place or permit to be stored or placed in or about the Demised premises any inflammable goods whatsoever or any engine or heavy machinery without the written consent of the Lessor and will comply with any direction given by the Lessor as a condition of any such consent.

8.9 Indemnity and Release

8.9.1 The Lessee agrees to occupy and use and keep the Demised premises at the risk of the Lessee and releases to the full extent permitted by law the Lessor and its contractors and employees from all claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in or near the Demised premises other than such or the same as may be caused by the negligence of the Lessor its contractors or employees and the Lessee agrees that the Lessor shall have no responsibility or liability for any loss of or damage to fixtures or personal property of the Lessee other than such as may be caused by the negligence of the Lessor, its contractors or employees.

8.9.2 Without prejudice to the generality of sub-clause 8.9.1, to the extent that moneys paid to the Lessor out of insurance effected by the Lessee do not fully indemnify the Lessor against the same and except where the same is caused by the negligence of the Lessor or its contractors or employees the Lessee shall indemnify the Lessor its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Lessor or for which the Lessor or its contractors or employees may become liable in respect of any damage to property or death of or injury to any person which may be suffered or sustained in, upon or near the Demised premises whether in the occupation of the Lessor or of the Lessee or of any other person.


.....
.....
.....



.....
.....
.....
LLOYD ANDRE SMITH


ANNEXURE A

8.9.3 Without limiting the generality of sub-clauses 8.9.1 and 8.9.2, the Lessee shall indemnify the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor may become liable in respect of or arising from:

8.9.3.1 The negligent or careless use, misuse, waste or abuse by the Lessee or any contractor, sub-contractor, licensee, invitee, client, customer or visitor of the Lessee or any other person claiming through or under the Lessee of the water, gas, electricity, lighting or other services and facilities of the Demised premises or arising from any faulty fitting or fixture of the Lessee.

8.9.3.2 Overflow or leakage of water (including rain water) in or from the Demised premises but having origin within the Demised premises and/or caused or contributed to by any act or omission on the part of the Lessee or other persons as aforesaid PROVIDED that in the case of rain water the liability will lie with the Lessor unless such rain water enters the Demised premises by reason of some act or omission on the part of the Lessee.

8.9.3.3 Loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Demised premises by the Lessee or other persons as aforesaid.

8.9.3.4 Loss, damage or injury from any cause whatsoever to the Demised premises or to any property or person within or without the Demised premises occasioned or contributed to by any act, omission, neglect, breach or default of the Lessee or other persons as aforesaid.

B.4 Transfer and Sub-Lease

B.4.1 Insert Clauses 10.8 – 10.9 to read:

10.8 If the Lessee is a company other than a company whose shares are listed on any Australian Stock Exchange, the Lessee must not without the prior written consent of the Lessor (and which consent shall not be unreasonably withheld by the Lessor) register record or enter into books or company register transfer of any share or allotment of share of the Lessee or deal with any beneficial interest in any such share or take or attempt to take any action having the effect of altering the effective control of the Lessee or having the effect that the shareholder of the Lessee at the Handover Date or commencement date of this Lease, whichever is earlier, together beneficially hold or control less than 51% of the voting rights in the Lessee.

10.9 Notwithstanding anything contained elsewhere in this clause, the Lessor shall not unreasonably withhold its consent to any transfer, assignment or sublease if in the Lessor's absolute discretion the Lessor considers the identity of the proposed transferee, assignee, or sublessee would or could create a security risk to the premises, occupiers of the Building, occupiers of the adjoining or neighbouring lands.

B.5 Lessor's Other Obligations

B.5.1 Clause 11.4 is replaced with the following Clause 11.4:

11.4 The parties are to bear their own preparation legal costs in relation to this Lease. Notwithstanding this clause, the Lessee bears the costs for the registration of this Lease.

B.6 Holding Over

B.6.1 Clause 12.4.1 is replaced with the following Clause 12.4.1:

12.4.1 The Lessee becomes a monthly lessee and such monthly tenancy shall be on the same terms (including as to payment of the Lessee's contribution to Outgoings) as those contained in this Lease and with a monthly rental equivalent to one (1) month's portion of the rent payable under this Lease immediately prior to the expiration of the term of this Lease increased by ten percent (10%).

B.7 Guarantee

B.7.1 Insert Clause 13.1.1 to read:

13.1.1 In consideration of the Lessor granting this Lease at the request of the Guarantor, the Guarantor agree (jointly and severally, if there is more than one person mentioned in Item 10A of the Schedule of Items) with the Lessor, its

SAVED
MILSON


LLOYD ANDRE SMITH


ANNEXURE A

successors and assigns that the Guarantor shall, on demand, indemnify the Lessor against all losses, damages, costs and expenses arising or incurred by the Lessor as a result of any default, non-performance or non-observance by the Lessee or any person or party to whom the Lessee assigns the Lease or the obligations of the Lessee under this Lease.

B.7.2 Insert Clauses 13.9 – 13.12 to read:

13.9 The Guarantors shall be bound by the covenants on the part of the Lessee contained in this Lease as if they were primarily liable under this Lease.

13.10 This guarantee shall be a continuing guarantee and shall not be determined by the death of the Guarantor, or any of them, and the parties to this Lease agree that it is not the intention of any party to create between the Lessor and the Guarantor the relationship of Lessor and Lessee.

13.11 Without limitation, this Lease (including this clause 13) binds a Guarantor even if the Guarantor has become the only Guarantor bound (and the Guarantor waives any claim that this Lease does not bind him/her/it and is accordingly liable under this Lease as the only Guarantor bound).

13.12 The Guarantor acknowledges that the Lessor is unwilling to enter into this Lease without the covenants contained in this clause 13.

13.13 The Guarantor is outlined in Item 10A of the schedule. Annexure C to this Lease contains an execution page for the Guarantor.

B.8 Bank Guarantee

B.8.1 Insert Clauses 16.6 – 16.7 to read:

16.6 The Lessee covenants and agrees to ensure that at all times the amount of bank guarantee must represent the equivalent of the number of months referred to in Item 19 of the schedule.

16.7 The Lessor may assign the Bank Guarantee, if it is assignable, to any person to whom it transfers the Land or assigns this lease. If the Bank Guarantee is not assignable or if the Lessor requires a replacement Bank Guarantee to the person to whom it transfers the Land or assigns this lease, the Lessee must give a replacement Bank Guarantee as directed by the Lessor within the reasonable period specified by the Lessor.

B.9 Security Deposit

B.9.1 Insert Clause 17.5 to read:

17.5 The Lessee covenants and agrees to ensure that the security deposit held in accordance with Section 16C of the *Retail Leases Act 1994* or by the Lessor must represent the equivalent of the number of months referred to in Item 20 of the schedule.

B.10 Lessor's Other Rights

B.10.1 Insert Clause 19 to read:

19.1 The Lessor may from time to time appoint a building managing agent to manage the Building at the Lessor's discretion. Any managing agent appointed by the Lessor will represent the Lessor in all matters relating to the Lease except as the Lessor otherwise directs in writing PROVIDED that any communication from the Lessor to the Lessee to the extent of any inconsistency supersedes any communication from the managing agent.

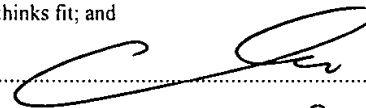
19.2 The Lessor reserves unto itself the following rights and liberties:

19.2.1 The right to install, maintain, repair or replace all gas water and other services pipes conduits ducts electricity and telephone wires passing through the Demised Premises and the right to run water oil gas wastes and electricity in or through the said pipes conduits ducts and wires to other parts of the Building;

19.2.2 The right to add to, alter, rebuild, reconstruct or redesign the improvements for the time being forming part of the Building as the Lessor in its absolute discretion thinks fit; and



GAVIN MILLSON



LLOYD ANDRE SMITH

ANNEXURE A

19.2.3 The right to use the exterior walls (other than shop fronts) and the roof of the Building;

PROVIDED that the Lessor shall cause as little inconvenience and disturbance as possible to the Lessee during the course of any such works. Under this clause, should any disturbances caused to the Lessee during the course of any such works by the Lessor materially affect the Lessee's enjoyment and use of the Premises, thereby affecting the Lessee's operation of their business, the Lessee may seek damages from the Lessor.

B.11 General Lessee's Covenants

B.11.1 Insert Clauses 20 – 22 to read:

20. The Lessee covenants that:

20.1 The Lessee will pay as and when the same become due for payment all accounts for the supply and or usage of all gas, electricity, telephone, water, garbage removal, trade waste removal, grease trap and other services to or from the Demised premises. The Lessee will if so required by the Lessor in writing install separate meters in respect of such of the services referred to in this clause as are capable of being separately metered.

20.2 The Lessee shall comply with Sydney Water regulations for grease trap and the Lessee shall pay all the cleaning charges.

20.2.1 The Lessee shall during the currency of the Lease pay for the maintenance and repair of the grease trap, pay for all trade waste and grease trap charges (including charges for the processing of greasy waste collected from time to time from the said premises) imposed by Sydney Water or other service provider and shall also pay all costs and charges for the cleaning of the said grease trap and for the transport of the said waste to the appropriate treatment depot to such grease trap with whom an arrangement is made by the Lessee from time to time for the cleaning of the said grease trap and the transport of same to the same treatment depot;

20.2.2 The Lessee shall indemnify and keep indemnified the Lessor from any and all obligations which may be imposed on the Lessor as the owner of the property in accordance with the requirements of Sydney Water pursuant to the provisions of the Water Board (Corporation) Act 1994 or any regulation made pursuant to that Act in relation to the grease trap;

20.2.3 Where there is no grease trap servicing the premises, the Lessee must at its own costs make arrangement for the removal of the greasy waste and trade waste.

20.3 It is expressly agreed that notwithstanding anything contained in this Lease:

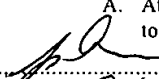
20.3.1 Upon the Lessee (not being a company) or the Guarantor (not being a company) becoming bankrupt or committing an act of bankruptcy or bringing his estate within the operation of any law relating to bankruptcy or enters into a deed of arrangement or composition for the benefit of creditors; OR

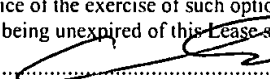
20.3.2 Upon the Lessee (being a company) or the Guarantor (being a company) either:

- (a) goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or re-organization); or
- (b) is wound up or enters into a scheme of arrangement with its creditors or any class thereof; or
- (c) is placed under administration; or
- (d) a receiver or manager of any of its assets is appointed; or
- (e) any inspector or investigator is appointed pursuant to the Corporations Act;

THEN notwithstanding any prior waiver or failure to take action by the Lessor or indulgence granted by the Lessor to the Lessee in respect of any such matter or default whether past or continuing, the Lessor shall under this clause have the following rights (which shall be in addition to and not in derogation of any other right or remedy of the Lessor contained in this Lease):

A. At the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee, the residue of the term for the time being unexpired of this Lease shall become


.....
GAVIN MILNE
.....


.....
CLOUD ANDRE SMITH
.....

ANNEXURE A

reduced to one month and thereafter the tenancy hereby created shall be and remain a tenancy from month to month at a rent equivalent to one month's proportion of the rental reserved in this Lease and shall be determinable by one month's notice in writing given by either party to the other expiring at any time;

- B. To re-enter upon the Demised premises or any part thereof in the name of the whole (forcibly if necessary) and thereby determine the estate of the Lessee;
- C. To remove or otherwise deal with as provided for in clause 12.3 all goods, fittings, fixtures, and effects found on the Demised premises;
- D. To recover all arrears in rent and other moneys payable by the Lessee under this Lease; and or
- E. To recover damages for breach of any covenant contained in this Lease in respect of all losses, damages and expenses (including legal costs and disbursements on an indemnity basis) which are suffered or incurred by the Lessor.

20.4 If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has covenanted in this Lease to pay, to do or to effect then on each and every such occasion it shall be lawful for but not obligatory upon the Lessor and without prejudice to any rights or powers arising from such default to pay such money or to do or effect such thing by itself as if it were the Lessee and for that purpose the Lessor may enter upon the Demised premises and there remain for the purpose of doing or effecting any such thing.

20.5 The Lessee will forthwith comply with all statutes, ordinances, proclamations, orders and regulations present or future affecting or relating to the Demised premises or the use of the Demised premises and comply with all requirements which may be made or notices or orders which may be given by any governmental, semi-governmental, city, municipal, health, licensing, strata or any other authority having jurisdiction or authority in respect of the Demised premises or the use of the Demised premises PROVIDED ALWAYS that the Lessee shall be under no liability in respect of any orders made by or structural alteration required by any such authority the necessity for which was not caused or contributed to by the Lessee's use or occupation of the Demised premises.

21. The Lessee will not without the previous consent in writing of the Lessor and then only in a position approved by the Lessor, council and any other authorities or bodies place or permit to be placed any radio mast or aerial or television antenna, loudspeaker or sound amplifier or any photograph or any other device similar to the foregoing on or about the Demised premises.

22. The Lessee will:

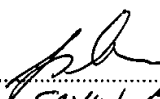
22.1 The Lessee will take all reasonable precautions to keep the Demised premises free of rodents, vermin, insects, pests, birds and animals at Lessee's own costs;

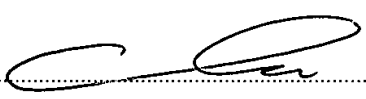
22.2 The Lessee will be responsible for the cost of cleaning the Demised premises as reasonably required by the use of the Demised premises and hereby indemnifies the Lessor against any claim, actions, demands, claims for compensation, damages, costs or expenses arising from the state of cleanliness/hygiene of the Demised premises;

22.3 The Lessor may at all reasonable times upon giving to the Lessee reasonable Notice (except in the case of emergency when no notice shall be required) enter upon the Demised premises with cleaners and all necessary materials for the purpose of complying with any request, requirement, notification or order of any health or environmental authority having jurisdiction or authority over or in respect of the Demised premises for carrying out cleaning to the Demised premises or the Building deemed necessary or desirable by such authorities, at the Lessee's cost;

22.4 Should the Lessor at the request of the Lessee agree to provide a cleaning service for the Demised premises then the Lessor will not be liable for any loss or damage to the property, business or effects of the Lessee caused or alleged to have been caused by the operators of such service; and

22.5 The Lessee will in the event of any infectious illness occurring in the Demised premises forthwith give notice of such illness to the Lessor and to the proper public authorities and at the expenses of the Lessee will thoroughly fumigate and disinfect the Demised premises to the satisfaction of the Lessor and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same.


.....
GAVIN MILSON
.....


.....
LLOYD MOORE SMITH
.....





ANNEXURE A

B.12 Exclusion of Warranties and Liabilities

B.12.1 Insert Clauses 23 – 25 to read:

23. The Lessee acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor (and the Lessor does not promise, represent, warrant or undertake):

23.1 That the Demised premises are suitable to be used for the permitted use or any other use;

23.2 That the Demised premises may lawfully be used for the permitted use or any other use:

23.3 That any of the Lessor's fixtures, fittings, furnishings, plant, machinery, equipment, accessories, services, facilities or amenities (including, without limitation, any air-conditioning plant, elevator and finish) in or in relation to the Demised premises or the Building are suitable for the permitted use or any other use;

23.4 That any customer, visitor, pedestrian or other traffic may use, patronise, move through or be attracted to the Demised premises or the Building at any time or at all;

The Lessee is responsible for making all relevant inquiries and investigations. The Lessee has inspected the Demised premises and the Building and relies upon its own judgement in entering into this Lease. If the lease is not for the whole of the Building or there are other shops, offices or premises in the Building, the Lessor does not warrant, guarantee nor promise exclusivity of the permitted use and that other shops/premises in the Building may have similar or identical permitted use.

24. Failure of Services

24.1 The Lessor will not be under any liability for any loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of any malfunction, failure to function, or interruption of or to the electricity, gas, water, power, telephone, air-conditioning, lifts, escalators or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Demised premises or blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause; and

24.2 The Lessee will not be entitled to determine the Lease nor have any right of action or claim for compensation or damages or abatement of rent against the Lessor based on:

24.2.1 any of the Lessor's equipment fails to function or malfunction from any cause; or

24.2.2 the shutting down or removal of any of the Lessor's equipment from the Demised Premises or the Building for the purpose of maintenance, repair or replacement; or

24.2.3 the permanent removal of any of the malfunctioning Lessor's equipment from the Demised Premises or the Building; or

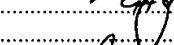
24.2.4 the standard of cleanliness of the common property or any shared facilities in the Building.

25. Unless application is mandatory by law no statute, ordinance, proclamation, order, regulation or moratorium (present or future) shall apply to this Lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretion given or accorded to the Lessor.

B.13 Easements and Resumption of Land or Part of Land

B.13.1 Insert Clauses 26 – 27 to read:

26. The Lessor shall be entitled, for the purpose of the provision of public or private access to and egress from the Demised premises or support of structures hereafter erected on or from adjoining lands or of services (including water, drainage, gas and electricity supply and telephonic and electronic communication services), to grant easements or enter into any arrangement or agreement with any of the owners, Lessees, tenants or occupiers or others interested in any land adjacent or near to the Demised premises or with any public authority as the Lessor thinks fit and it may likewise for such aforesaid purpose dedicate land or transfer grant or create any easement, privilege or other right in


 GAVIN MILSON


5

ANNEXURE A

favour of such parties or in favour of any such adjoining or neighbouring land or any public authority over or affecting the Demised premises and this Lease shall be deemed to be subject to any such agreement, arrangement, right, easement or privilege. Notwithstanding the reservation contained in this clause, the Lessor in the exercise of the rights conferred shall not dedicate land or transfer grant or create any easement, privilege or other right to any other person which shall substantially and permanently derogate from the enjoyment of rights conferred on the Lessee by this Lease.

27. If the whole or any part of the Building, the property or the premises shall be resumed by any competent authority or taken for any public purpose, the Lessor may give notice in writing to the Lessee to terminate the Lease and no compensation is payable in respect of the termination and the Lessee will have no claim against the Lessor.

B.14 Miscellaneous and other Rules and Regulations

B.14.1 Insert Clauses 28 – 30 to read:

28. Exercise of option & no commitment for renewal

28.1 Notwithstanding any provision in the Lease, the Lessee's Notice to exercise the option to renew the Lease ('Notice') must be in writing and served on the Lessor or the Lessor's representative within the time period stipulated in this Lease. For the Notice to be effective, the Lessee must ensure that the receipt of such Notice must be acknowledged in writing by the Lessor or the Lessor's representative unless the Notice is delivered to the Lessor or the Lessor's representative in person.

28.2 No commitment has been given or intimation made by the Lessor or anyone on its behalf that the Lessor will give a further lease of the Demised premises after the terminating date.

29. Miscellaneous provisions

29.1 A provision of or right under this Lease may not be waived or varied except in writing signed by the party waiving the provision of right.

29.2 If the Lessor:

- 29.2.1 Accepts rent or other money under this Lease (before or after termination); or
- 29.2.2 Does not exercise or delays exercising any right under clause 12; or
- 29.2.3 Gives any concession to the Lessee; or
- 29.2.4 Accepts delivery of keys; or
- 29.2.5 Shows prospective tenants through the Premises; or
- 29.2.6 Attempts to mitigate its loss, it is not a waiver of any breach or of the Lessor's rights under this Lease. An attempt by the Lessor to mitigate its loss is not a surrender of this Lease.

29.3 Expiry or termination of this Lease does not affect any rights in connection with a breach of this Lease before then.

29.4 The Lessee must comply on time with undertakings given by or on behalf of the Lessee in connection with this Lease.

29.5 This Lease may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

29.6 If the whole or any part of a provision of this Lease is void, voidable, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Lease has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. The Lessor may modify or amend any provision of this Lease so that it is no longer void, voidable, unenforceable or illegal.

30. The Lessee agrees and covenants to adhere to the following rules and regulations:

- (a) The Lessee shall not cover or obstruct the floors, skylights, glazed panels, ventilators and windows that reflect or admit light or air into passageways or into any part of the Building or cover or construct any lights or any other means of illumination in the Building nor permit any goods, structure, shelving or fittings to be visible through the glass of the corridor or dividing partitions.

.....
GARY MILLER
.....

.....
CLOD ANDREW SMITH
.....

ANNEXURE A

- (b) The Lessee shall not inscribe paint display or affix any sign, advertisement, name, flagpole, flag or notice on any part of the outside or inside of the Building except with the consent in writing of the Lessor and any other authorities or bodies required to consent then only of such colour, size and style and in such place or places as shall be first approved by the Lessor (such approval not to be unreasonably withheld) and conforms with the standard signs contained in other parts of the Building. The cost of affixing the Lessee's name and description on directory boards in main foyer and on the Lessee's floor shall be paid by the Lessee.
- (c) No window, blinds, window screens or awnings shall be erected without the approval of the Lessor.
- (d) Except with the consent in writing of the Lessor and any other authorities or bodies required to consent, no musical instruments shall be played in or about the Building, but this rule shall not prohibit the Lessee from playing background recorded music PROVIDED that the volume is kept at a level which does not cause a nuisance or annoyance to other Lessees or users of the Building.
- (e) Except with the consent in writing of the Lessor no animals or birds shall be kept in the Demised premises or the Building.
- (f) The Lessee shall not throw anything out of the windows or doors or down the elevator shafts, passages or skylights or into any light areas of the Building or deposit waste paper or rubbish anywhere except in proper receptacles or place upon any sill, ledge or other like part of the Demised premises or the Common Property any article or substance.
- (g) The Lessee shall not use any method of lighting, cooling or heating other than as prescribed and fixed by the Lessor and under special agreement made with the Lessor for the purpose.
- (h) The Lessee will use or permit to be used for the receipt delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Demised premises and the Common Property and at such times as the Lessor may from time to time permit and the Lessee will generally comply with all reasonable requirements of the Lessor in regard to such matters.
- (i) The Lessee shall not leave any doors or windows unlocked or unfastened when the Demised premises are left unoccupied and the Lessor reserves the right for the Lessor, its caretaker or other person authorised by the Lessor to enter the Demised premises and fasten the same if left insecurely fastened.
- (j) The Lessor will provide keys for locks on doors or other openings of the Demised premises and the Lessee will return to the Lessor on the determination of the Lease all such keys whether the same have been supplied by the Lessor or otherwise acquired by the Lessee and shall not permit the same at any time to come into the possession of any person other than the Lessee.
- (k) No rubbish or waste shall at any time be burned in the Building.
- (l) The Lessee shall not use or permit to be used the Common Property or any parking area or any part of the Common Property for any business or commercial purpose or the display or advertisement of any goods or services nor generally for any purpose other than a purpose for which the same was intended or provided.
- (m) No nails, screws or hooks shall be driven into any parts of the Building or the partitions in the Demised premises without the Lessor's prior written consent nor shall any explosive power driven method of fixing articles to ceilings, walls or floors be used.

B.15 Rent Free Period and Lessee to Make Good

B.15.1 Insert Clauses 31A, 31B and 31C to read:

31A. Despite any other provision in this Lease, if, with the consent of the Lessor, the Lessee enters into possession of the Demised premises prior to the commencing date of this Lease ("Handover Date"), or prior to the date of execution of this Lease, the Lessee shall be bound by the covenants, conditions and restrictions on its part contained in this Lease (other than as to the payment of rent, unless otherwise agreed between the Lessor and the Lessee) as and from the date upon which the Lessee enters into possession.

31B. It is acknowledged by the Lessee that if this Lease is not completed for whatever reason, not being the fault of the Lessor, the fittings installed, affixed or attached to the premises by the Lessee will be removed and made good in a similar condition as at the date of Handover or commencement of this Lease, whichever is earlier, at the Lessee's expense. The Lessee shall not be entitled to make any claim for compensation, damages or any monies against the Lessor for the fitting out, whether it be the affixing, attaching, removing or the making good.

31C. The Lessor agrees to allow the Lessee a rent-free period of three (3) calendar months starting from the Handover Date. Rental as provided under this Lease will commence to be paid before the rent-free period lapses in accordance with clause 5 of this Lease. In the event that the Lessee has paid a deposit to the Lessor's managing agent prior to the Handover or commencement of the Lease, whichever is earlier, any and all monies held by the Lessor's managing agent in trust as a deposit shall go towards payment of the rent in advance, and is to be applied after the rent-free period has ended.

GAVIN MILLER

LOYD ANDRE SMITH

ANNEXURE A

31C.1 The rent-free period under this clause does not alter the Lessee's obligation to pay outgoings and other money payable from the Handover or commencement date of the Lease, whichever is earlier.

31C.2 The rent-free period under this clause is subject to and conditional upon the Lessee complying with all terms and conditions within the Lease, and in particular, the essential condition of paying rent under this Lease promptly when due and payable. If the Lessee materially breaches the Lease and does not rectify such breach within fourteen (14) days of the Lessor giving notice to the Lessee to remedy such breach, then the rent-free benefit conferred under this clause shall be foregone and extinguished and the Lessee must pay to the Lessor all the rent-free benefit received under this clause to the Lessor forthwith. For the avoidance of doubt, this clause only apply for the first year of the initial Term.

31C.3 This clause 31C shall be deleted from the Lease on exercise of the option period.

B.16 Other Conditions

B.16.1 Insert Clauses 32 – 34 to read:

32. The Premises are to be inspected at the date of Handover or commencement of the Lease, whichever is earlier, and the condition recorded in writing and by supporting photographs by the Lessor's managing agent, and the condition is to be acknowledged by the Lessee.

33. The Lessee acknowledges, agrees and hereby covenants that the common driveway must at all times remain clear for vehicular access.

34. The Lessee and Lessor both agree to take reasonable care and action to eliminate or minimise any form of interference on common property.

B.17 Air-conditioning Plant

B.17.1 Insert Clauses 35 – 36 to read:

35. The Lessor is not required to supply air conditioning in the premises nor in the Building. The Lessee is to install air-conditioning (if the Lessee requests) at its own costs subject to the Lessor's pre-approval before any installation is to take place. The Lessee further warrants that approval shall be obtained from the Owners Corporation where required prior to any installation.

36. Where any plant, machinery or equipment for heating, cooling or circulating air (all of which are herein included in the expression "air-conditioning plant") are provided or installed in the Building or the Demised premises by the Lessor:

36.1 The Lessee will at all times comply with and observe the reasonable requirements of the Lessor in regard to the air-conditioning plant and will not do or permit to be done anything in relation to the same or otherwise which might interfere with or impair the efficient operation of the air-conditioning plant.

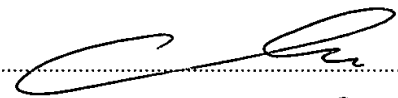
36.2 The Lessee warrants that it will not remove the air-conditioning plant from the Premises. The Lessor reserves its right to recover damages from the Lessee for the repositioning and/or removal of the air-conditioning plant from the Premises. This clause will not merge upon termination of the Lease.

36.3 If the air-conditioning plant fails to function for any reason, the Lessee shall not by reason of such failure be entitled to terminate this Lease nor shall the Lessee have any right of action of claim for compensation or damages against the Lessor in respect thereof.

36.4 The Lessee must at its own expense maintain, keep and repair the air-conditioning plant in good working condition.

36.5 The parties agree that the Lessee will arrange and be responsible for payment of a general maintenance agreement for the air-conditioning plant and shall at its own cost and expense maintain the air-conditioning plant on a day to day basis.


.....
GAVIN MILSON
.....



.....
ANDY SMITH
.....


ANNEXURE B

PAGE 1 OF 13 PAGES

ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: Kurt Robert Jaggard & Nathalie Arlette Jaggard

Lessee: Millsmith Sydney Pty Ltd (ACN 602 369 979)

This annexure consists of 13 pages.

©2007 COPYRIGHT of the Law Society of New South Wales which has approved this annexure as printed to clause 18. WARNING: Unauthorised reproduction in whole or in part is an infringement of copyright.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease.....	2	11	Lessor's other Obligations.....	9
2	Parties.....	2	12	Forfeiture and End of Lease	9
3	The Property.....	2	13	Guarantee	10
4	Lease Period.....	2	14	Exclusions, Notices and Special Clauses.....	10
5	Money	3	15	Goods and Services Tax	11
6	Use	5	16	Bank Guarantee	11
7	Condition and Repairs.....	6	17	Security Deposit	11
8	Insurance and Damage	7	18	Strata Conversion	11
9	Access	7			
10	Transfer and Sublease	8			

RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that I am a solicitor not acting for the lessor and that at the request of the lessee I explained to the lessee before (or within 6 months after) the lessee entered into this lease –

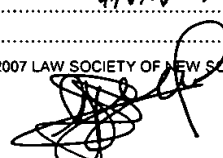
- the effect of sections 16(1) and (2); and
- that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

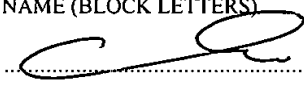
.....
Signature

.....
NAME (BLOCK LETTERS)

.....

 © 2007 LAW SOCIETY OF NEW SOUTH WALES 4:11/2007

.....


 LLOYD ANDRE SMITH



ANNEXURE B
PAGE 2 OF 13 PAGES

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

ANNEXURE B

PAGE 3 OF 13 PAGES

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
 - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
 - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made –
- 5.3.1 after the lessor has paid an outgoing; or
 - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

ANNEXURE B

PAGE 4 OF 13 PAGES

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.
 If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.
- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –
- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
 - divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
 - multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

ANNEXURE B

PAGE 5 OF 13 PAGES

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

ANNEXURE B

PAGE 6 OF 13 PAGES

6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.

6.3 The lessee must not –

- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
- 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
- 6.3.3 hold any auction, bankrupt or fire sale in the property; or
- 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
- 6.3.5 overload the floors or walls of the property; or
- 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

7.1 The lessor must –

- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
- 7.1.2 maintain the property in a structurally sound condition; and
- 7.1.3 maintain essential services.

7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –

- 7.2.1 alter or improve the property; or
- 7.2.2 fix structural defects; or
- 7.2.3 repair fair wear and tear.

7.3 The lessee must also –

- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
- 7.3.2 maintain and decorate the shop front if the property has one;
- 7.3.3 decorate the inside of the property in the last 2 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
- 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.

7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.

7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –

- 7.5.1 do the work immediately if there is an emergency; and
- 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

ANNEXURE B

PAGE 7 OF 13 PAGES

7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

8.1 The lessee must keep current an insurance policy covering –

8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and

8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –

8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;

8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;

8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;

8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and

8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –

9.1.1 inspecting the condition of the property, or how it is being used; or

9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or

9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or

9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or

9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or

9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or

9.1.7 inspecting, cleaning or repairing another property or any services to another property.

9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.

9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.

9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

ANNEXURE B

PAGE 8 OF 13 PAGES

CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
- 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
- 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
- 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
- 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
- 11.3.2.1 allow reasonable use of the facilities and service connections including –
- the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
- 11.3.2.2 maintain the facilities and service connections in reasonable condition.

ANNEXURE B

PAGE 9 OF 13 PAGES

11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.

11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

12.1 This lease ends –

12.1.1 on the date stated in item 3 in the schedule; or

12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or

12.1.3 if the lessor lawfully demands possession of the property.

12.2 The lessor can enter and take possession of the property or demand possession of the property if –

12.2.1 the lessee has repudiated this lease; or

12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or

12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or

12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.

12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –

12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and

12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.

12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –

12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);

12.4.2 the monthly tenancy will be on the same terms as this lease, except for –

- clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
- 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
- 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.

12.5 Essential terms of this lease include –

12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);

12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);

12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);

12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);

12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and

12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

ANNEXURE B

PAGE 10 OF 13 PAGES

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
- 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
- 12.7.3 the lessee abandons possession of the property; or
- 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
- 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

ANNEXURE B

PAGE 11 OF 13 PAGES

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

ANNEXURE B

PAGE 12 OF 13 PAGES

18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.

18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.

18.4 Strata Titles

18.4.1 Lessee consents to registration of strata plan

18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.

18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.

18.4.2 Compliance with the Strata Acts and by-laws:

18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.

18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:

- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
- invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.

18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:

- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
- pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
- pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.

18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.

18.4.3 If the strata conversion occurs:

18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;

18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and

18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

ANNEXURE B

PAGE 13 OF 13 PAGES

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

er

LOYD ANDRE SMITH

[Signature]

CAVIN MILLSON

I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

Solicitor for the lessor

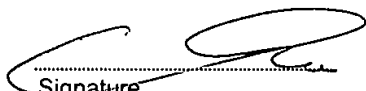
ANNEXURE C
PAGE 1 OF 1 PAGES

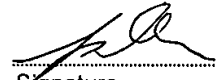
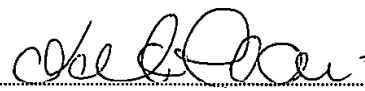
ANNEXURE C

Lessor: Kurt Robert Jaggard & Nathalie Arlette Jaggard

Lessee: Millsmith Sydney Pty Ltd (ACN 602 369 979)

Guarantors' Execution Page for Lease

SIGNED SEALED & DELIVERED BY LLOYD ANDRE SMITH in the presence of:	
	Signature
Signature of witness	
NATALIE-VERONIQUE CHANI	
Print name of witness	
of Level 2, 333 Queen Street, Melbourne VIC 3000	
An Australian Legal Practitioner	
within the meaning of the	
Address of witness	
Legal Profession Uniform Law (Victoria)	

SIGNED SEALED & DELIVERED BY GAVIN BARRY MILLSON in the presence of:	
	Signature
Signature of witness	
NATALIE-VERONIQUE CHANI	
Print name of witness	
of Level 2, 333 Queen Street, Melbourne VIC 3000	
An Australian Legal Practitioner	
within the meaning of the	
Address of witness	
Legal Profession Uniform Law (Victoria)	

DocuSign Envelope ID: 4633C65C-5E71-48F8-BB0C-669BDEB7AFBE

Form: 07VL
Release: 3.3
Licence: 01-05-063
Licensee: LEAP Legal Software Pty Limited
Firm name: Roper & Steggall

VARIATION OF LEASE

New South Wales
Real Property Act 1900



AQ882093P

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

STAMP DUTY

Revenue NSW use only

RELODGED

(A) TORRENS TITLE

Folio Identifier 152/SP75520

14 APR 2021

(B) HEAD LEASE

Number

Torrens Title

TIME:

(C) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone and Customer Account Number if any

A.W. PIRMAN & CO SOLICITORS
Level 6, 111 EUNANGRI ST
SYDNEY NSW 2000 Ph: (02) 8379 1848

Reference: AWP: JAGGARD

CODE

VL

(D) LESSOR

KURT ROBERT JAGGARD and NATHALIE ARLETTE JAGGARD

(E) LEASE VARIED

AN231907

(F) LESSEE

MILLSMITH SYDNEY PTY LTD ACN 602 369 979

(G) 1. The rent is as set out in the Lease and as set out in Annexure "A" hereto \$ per day on and as from

2. The term is increased to Five years Six months and 0 days so as to expire on 29 May, 2023

3. The option to renew is ^{preserved} ~~N.A. as set out in Annexure "A" hereto~~ ^{maintained} ~~N.A.~~ ^{Austrian Pirman solicitor for lessor authorised by lessor and lessee to make amendment.}

4. The provisions of the lease are ~~N.A.~~ amended as set out in annexure "A" hereto.

DATE

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

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

Signature of witness:

[Signature]

Signature of lessor:

[Signature]

Name of witness:

YANHONG CHEN

Address of witness:

31 Shawin ST Glenwood

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Company: Millsmith Sydney Pty Ltd ACN 602 369 979
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Signature]
Lloyd Smith

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held: Sole Director

Office held:

Director

[Signature]
Austrian Pirman, solicitor
authorised to amend.

17/01/2021

11.24 am

* DocuSign Envelope ID: 4633C65C-5E71-48F8-BB0C-669BDEB7AFBE

ANNEXURE "A" TO LEASE REGISTERED NO. AN231907

LESSOR: KURT ROBERT JAGGARD and NATHALIE ARLETTE JAGGARD

LESSEE: MILLSMITH SYDNEY PTY LTD ACN 602 369 979

Item 12 (clause 4) is hereby amended as follows:-

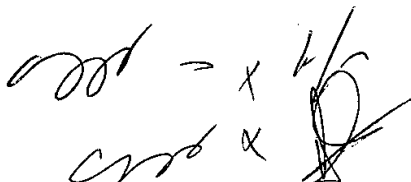
Option to Renew

- A. First option to renew for a further period of five (5) years from 30 May, 2023 to 29 May, 2028
 - (a) First day option for renewal can be exercised: 6 months prior to termination date
 - (b) Last day option for renewal can be exercised: 3 months prior to termination date
- B. Second option to renew for a further period of five (5) years from 30 May, 2028 to 29 May, 2033
 - (a) First day option for renewal can be exercised: 6 months prior to termination date
 - (b) Last day option for renewal can be exercised: 3 months prior to termination date
- C. Third option to renew for a further period of five (5) years from 30 May, 2033 to 29 May, 2038
 - (a) First day option for renewal can be exercised: 6 months prior to termination date
 - (b) Last day option for renewal can be exercised: 3 months prior to termination date.
- D. Fourth option to renew for a further period of five (5) years from 30 May, 2039 to 29 May, 2043
 - (a) First day option for renewal can be exercised: 6 months prior to termination date
 - (c) Last day option for renewal can be exercised: 3 months prior to termination date.
- E. Maximum period of tenancy under this lease and permitted renewals:
Twenty-five years 6 months.

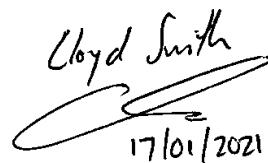
Item 13 (clause 5.4) is hereby amended as follows:

Rent Review

Rent review date	Method of rent review	If Method 1 applies, Increase by:
Handover date 2018	Method 1	4.00%
Handover date 2019	Method 1	4.00%
Handover date 2020	Method 1	4.00%
Handover date 2021	Method 1	4.00%
30 May, 2023	Method 3	
30 May, 2024	Method 1	4.00%
30 May, 2025	Method 1	4.00%
30 May, 2026	Method 1	4.00%



Page 2 of 3


17/01/2021

*DocuSign Envelope ID: 4633C65C-5E71-48F8-BB0C-669BDEB7AFBE

• •

30 May, 2027	Method 1	4.00%
30 May, 2028	Method 3	
30 May, 2029	Method 1	4.00%
30 May, 2030	Method 1	4.00%
30 May, 2031	Method 1	4.00%
30 May, 2032	Method 1	4.00%
30 May, 2033	Method 3	
30 May, 2034	Method 1	4.00%
30 May, 2035	Method 1	4.00%
30 May, 2036	Method 1	4.00%
30 May, 2037	Method 1	4.00%
30 May, 2038	Method 3	
30 May, 2039	Method 1	4.00%
30 May, 2040	Method 1	4.00%
30 May, 2041	Method 1	4.00%
30 May, 2042	Method 1	4.00%

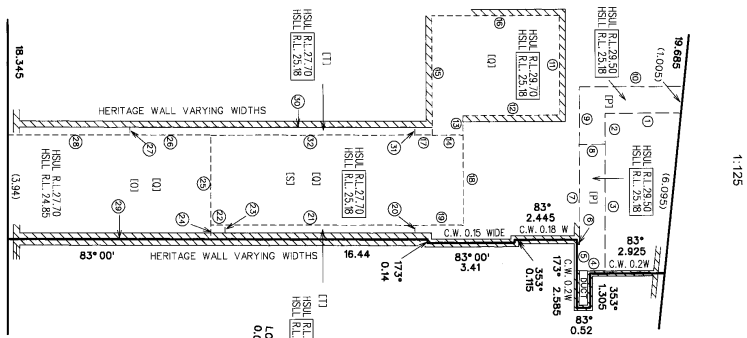
Method 1 is a fixed amount or percentage.
 Method 2 is Consumer Price Index
 Method 3 is current market rent.

Method 2 applies unless another method is stated.

epd x *FL*
and x *FL* Page 3 of 3

Lloyd Smith
[Signature]
 17/01/2021

DIAGRAM 1
1:125



GROUND FLOOR PLAN AND EASEMENTS

D. P. 571303

DIAGRAM 3
1:125

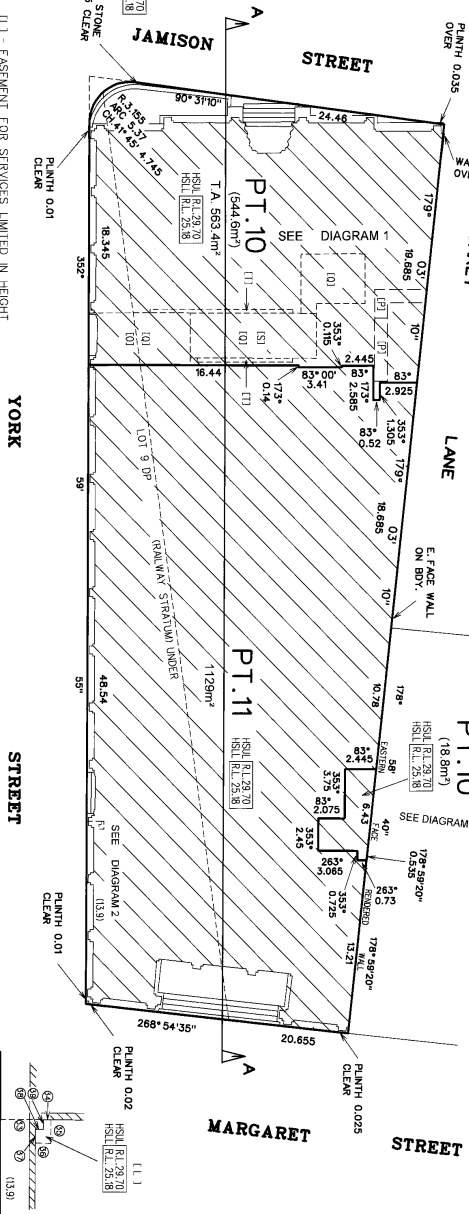
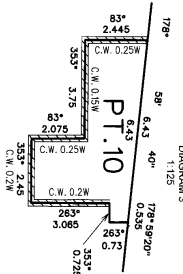


DIAGRAM 2
N.T.S.



Signature of [Name]

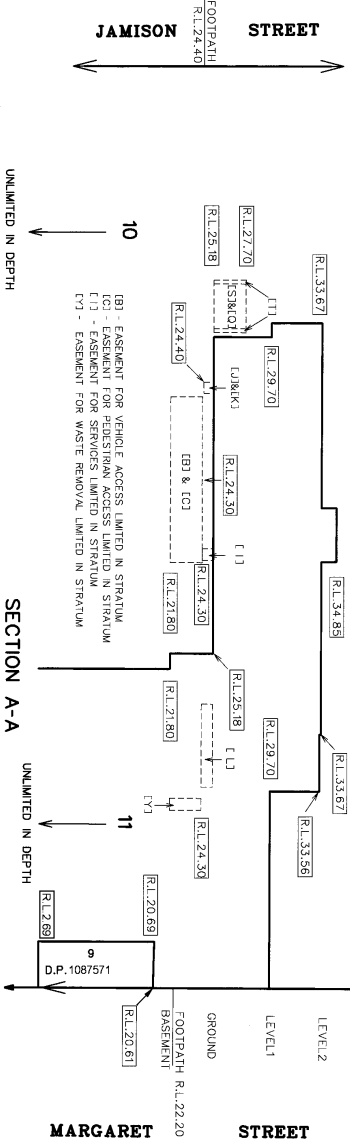
Authorised Person [Name]
For use where space is insufficient in any position from Form 2

Registered [Name]
This is sheet 2 of the plan of 7 sheets
covered by valuation certificate No. 62
of 2005

Surveyor registered under Surveyors Act 1929

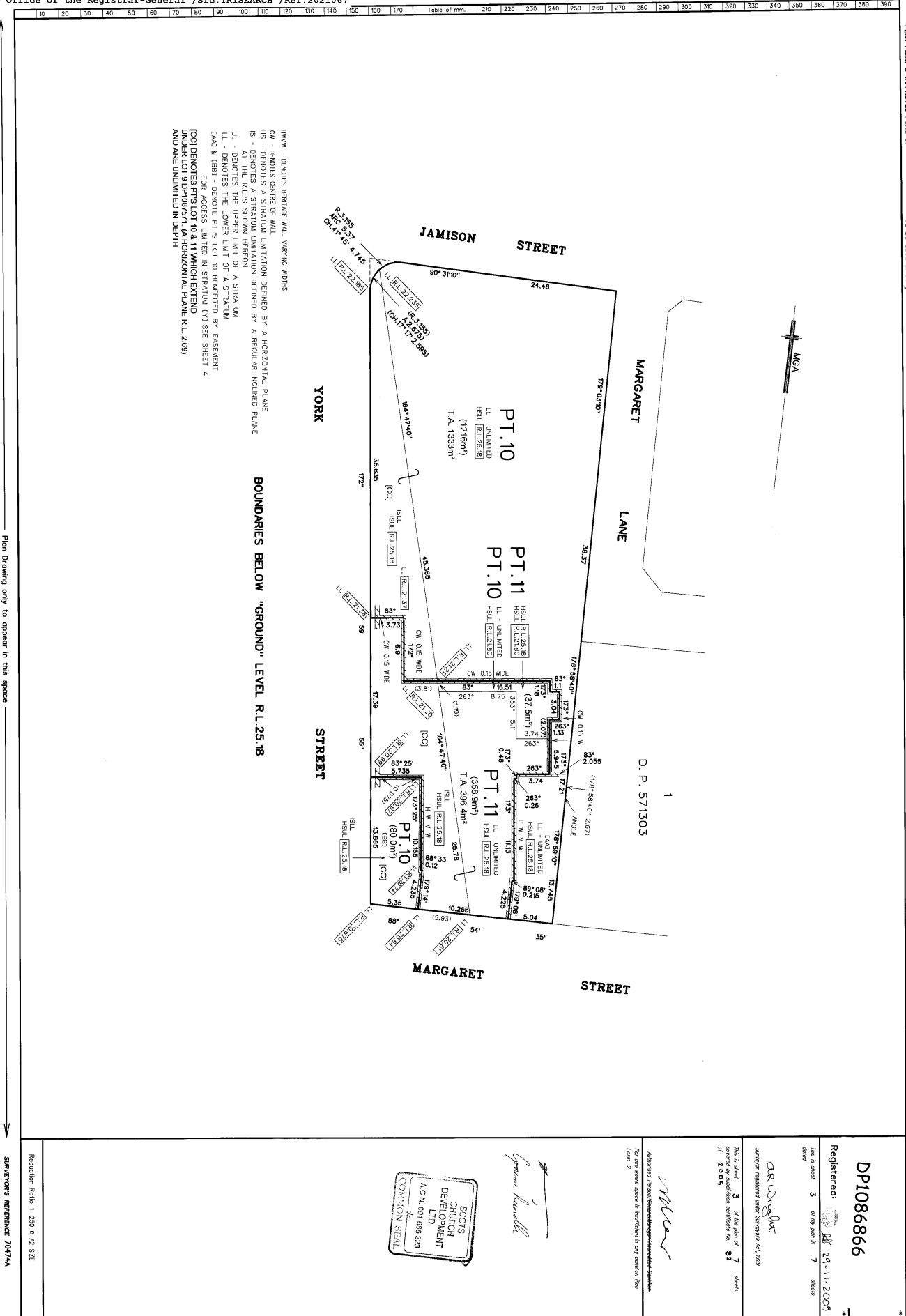
DP1086866

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	263°00'	2.98	21	263°00'	7.44
2	173°00'	1.17	22	263°00'	0.56
3	173°00'	4.79	23	173°00'	0.3
4	263°00'	1.11	24	173°00'	0.53
5	353°00'	1.0	25	353°00'	3.41
6	83°00'	0.1	26	263°00'	3.17
7	353°00'	3.79	27	353°00'	0.3
8	83°00'	1.01	28	263°00'	4.77
9	353°00'	2.17	29	83°00'	7.56
10	83°00'	4.09	30	83°00'	5.58
11	173°00'	3.76	31	173°00'	0.3
12	263°00'	3.76	32	263°00'	8.0
13	173°00'	0.74	33	83°00'	1.69
14	263°00'	0.61	34	83°00'	0.3
15	353°00'	2.23	35	173°00'	0.9
16	83°00'	7.5	36	263°00'	0.6
17	263°00'	3.41	37	353°00'	0.52
18	173°00'	3.41	38	83°00'	0.3
19	263°00'	1.88	39	353°00'	0.38
20	173°00'	0.3			

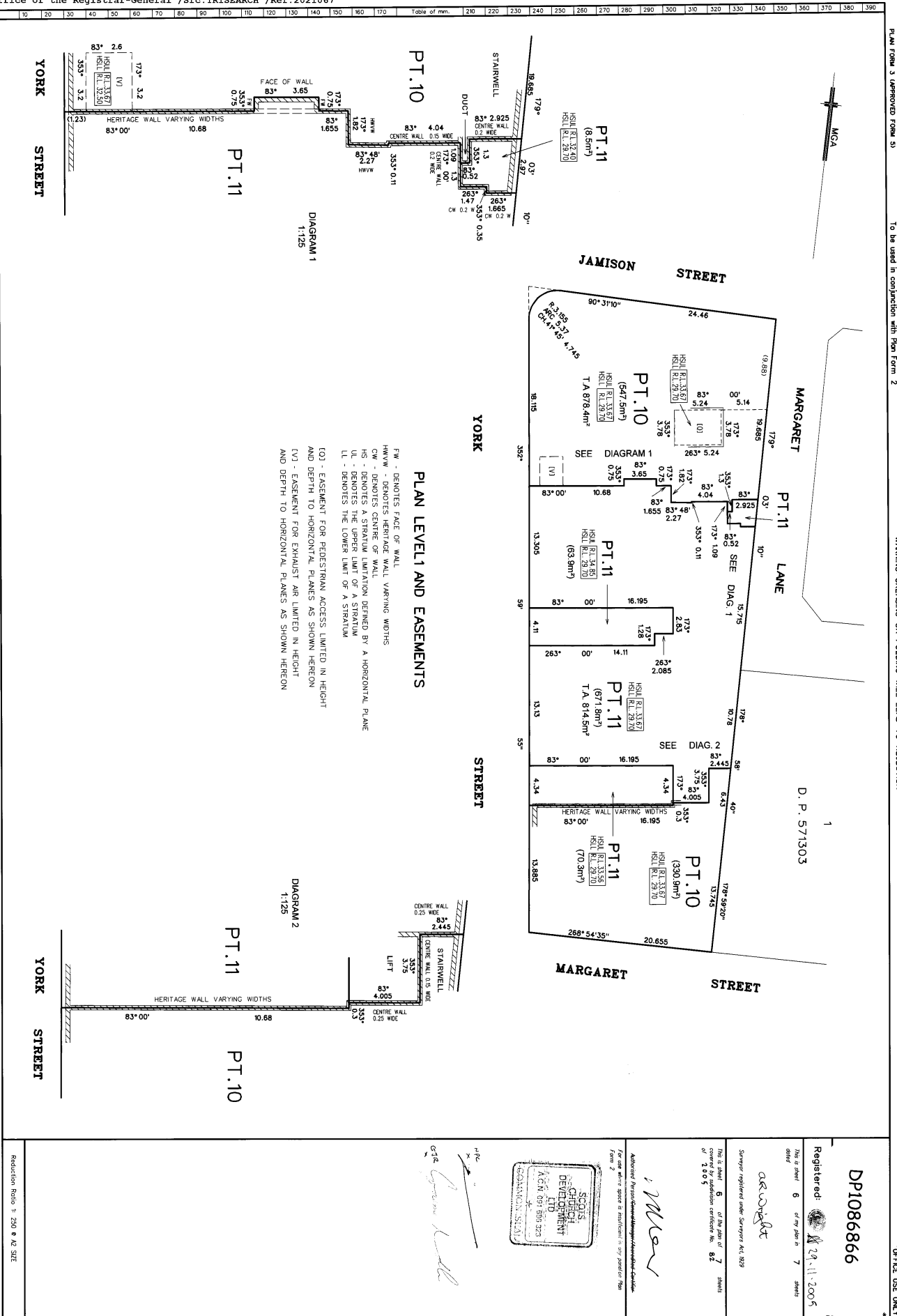


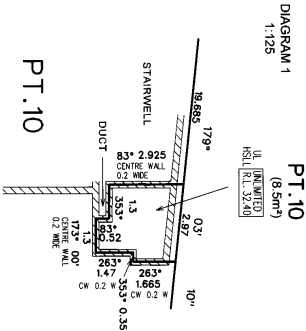
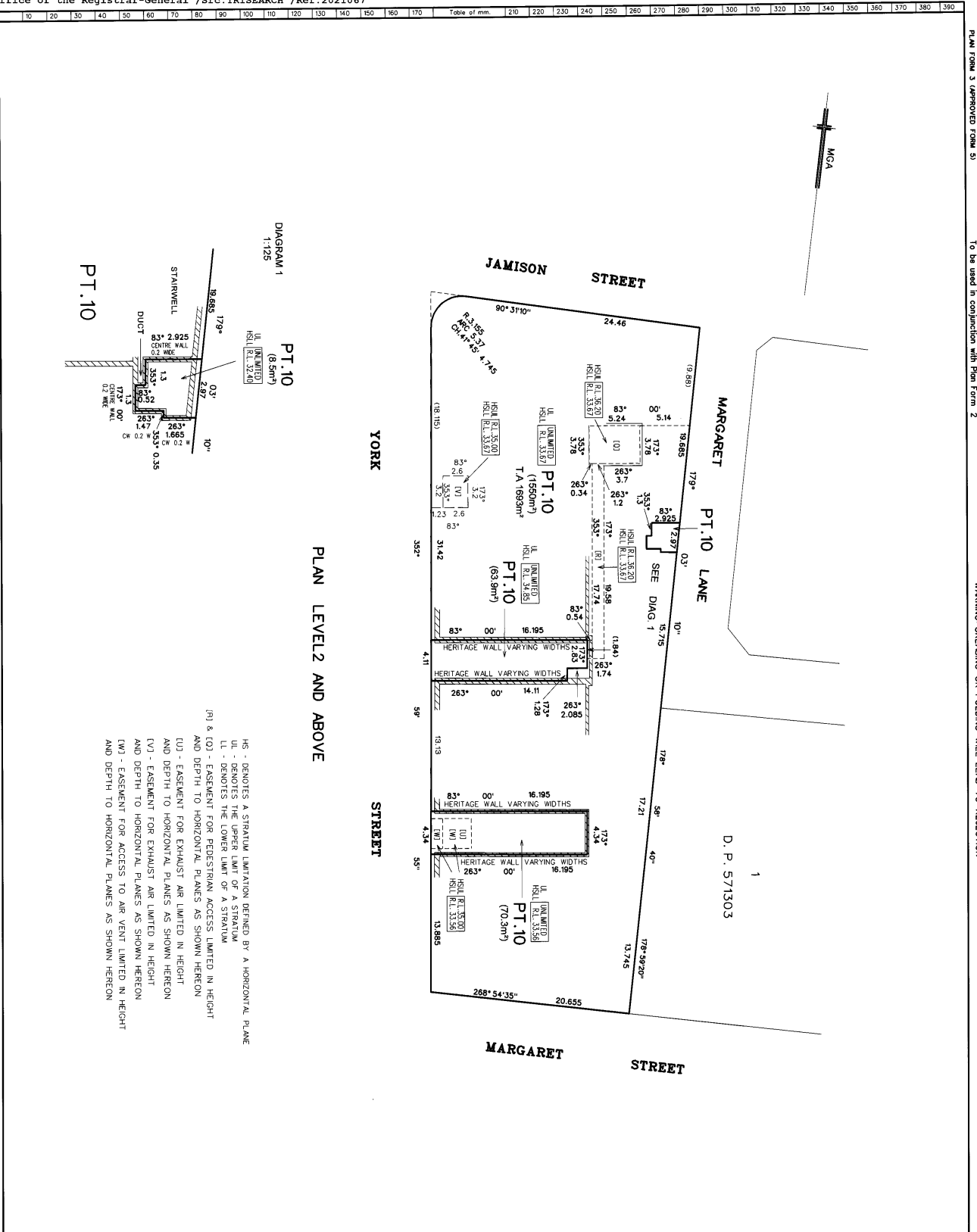
Reduction from 1:250 to A2 size

SAVING'S REFERENCE 70474A



[illegible]





- HS - DENOTES A STRATUM LIMITATION DEFINED BY A HORIZONTAL PLANE
UL - DENOTES THE UPPER LIMIT OF A STRATUM
LL - DENOTES THE LOWER LIMIT OF A STRATUM
(R) & (D) - EASEMENT FOR PEDESTRIAN ACCESS LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AS SHOWN HEREON
(U) - EASEMENT FOR EXHAUST AIR LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AS SHOWN HEREON
(V) - EASEMENT FOR EXHAUST AIR LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AS SHOWN HEREON
(W) - EASEMENT FOR ACCESS TO AIR VENT LIMITED IN HEIGHT AND DEPTH TO HORIZONTAL PLANES AS SHOWN HEREON

PLAN LEVEL2 AND ABOVE

Plan Drawing only to appear in this space

DP1086866	Registered: 29.11.2005	This is sheet 7 of my plan in 7 sheets	Surveyor registered under Surveyors Act, 2002
SCOTT'S CHURCH DEVELOPMENT LTD A.C.N. 091 059 323 COMMON SEAL	Authorised Person: <i>[Signature]</i> For use where space is insufficient in my position Plan Form 2	This is sheet 7 of my plan in 7 sheets covered by subdivision certificate No. 81 of 2005	Surveyor registered under Surveyors Act, 2002
Reduction Ratio 1:250 @ A2 SIZE			
STATIONERS REFERENCE TOWA A			

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

(Sheet 1 of 29 sheets)

Plan of subdivision of lot 1 in
 DP 235235 covered by
 council subdivision certificate
 number 82/2005

DP1086866

Full name and address of the owner of the land: Scots Church Development Limited
 ACN 091 686 323
 of Level 9, 160 Georges Terrace, Perth,
 Western Australia 6000

Part 1

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1	Easement for parking (A) limited in stratum	10	11
2	Easement for vehicle access (B) limited in stratum	10	11
3	Easement for pedestrian access (C) and (R) limited in stratum	10	11
4	Easement for fire escape (D) and (P) limited in stratum	10	11
5	Easement for access to fire control room (E) limited in stratum	10	11
6	Easement for waste management (F) limited in stratum	10	11


 Council Authorised Person

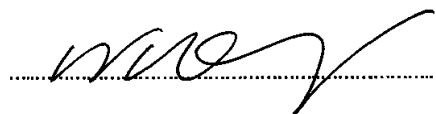
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
 USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 2 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
 DP 235235 covered by
 council subdivision certificate
 number

7	Easement for access to sprinkler valve room (G) limited in stratum	10	11
8	Easement for access to main switch room (H) limited in stratum	10	11
9	Easement for services (I) limited in stratum	10	11
10	Easement for services (J) limited in stratum	10	11
11	Easement for services (K) limited in stratum	10	11
12	Easement for services (L) limited in stratum	11	10
13	Easement for fire services (M) limited in stratum	10	11
14	Easement for air supply (N) limited in stratum	10	11
15	Easement for access and viewing (S) limited in stratum	10	11
16	Easement for commemorative wall (T) limited in stratum	10	11
17	Easement for exhaust air (U) and (V) limited in stratum	10	11


 Council Authorised Person

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

(Sheet 3 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
 DP 235235 covered by
 council subdivision certificate
 number

18	Easement for support and shelter-whole of lots	10 11	11 10
19	Easement for access to air vent (W) limited in stratum	10	11
20	Easement for pedestrian access (X) limited in stratum	11	10
21	Easement for services-whole of lots	10 11	11 10
22	Restriction on use	10	11
23	Easement for access (Y) limited in stratum	11	10
24	Easement for loading bay (Z) limited in stratum	10	11
25	Easement for fire escape (O) limited in stratum	10	11
26	Easement for pedestrian access (Q) limited in stratum	10	11


 Council Authorised Person

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

(Sheet 4 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

Part 2

1. Terms of easement for parking (A) limited in stratum numbered 1 in the Plan

- 1.1 The Grantee has the right to park motor vehicles on the Lot Burdened at all times, subject to the terms of this easement.
- 1.2 In exercising the powers conferred by this easement, the Grantee must:
 - (a) not carry out any mechanical repairs to, or engine degreasing of, any vehicle or wash any vehicle;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 1.3 The Grantee has the right to erect on the easement site, subject to receiving all relevant approvals from any relevant Authority, any security gates, grills on other like structures.
- 1.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 1.5 The Grantee may only do a thing under this easement within the site of the easement.

2. Terms of easement for vehicle access (B) limited in stratum numbered 2 in the Plan

- 2.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times with vehicles for all lawful purposes, subject to the terms of this easement.
- 2.2 In exercising the powers conferred by this easement, the Grantee must:
 - (a) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (b) make good any collateral damage.



Council Authorised Person

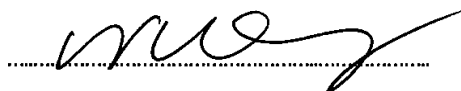
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 5 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- 2.3 The Grantee may only do a thing under this easement within the site of the easement.
- 2.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
3. **Terms of easement for pedestrian access (C) and (R) limited in stratum numbered 3 in the Plan**
- 3.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes, subject to the terms of this easement.
- 3.2 In exercising the powers conferred by this easement, the Grantee must:
- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 3.3 The Grantee may only do a thing under this easement within the site of the easement.
- 3.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
4. **Terms of easement for fire escape (D) and (P) limited in stratum numbered 4 in the Plan**
- 4.1 The Grantee has at all times the unrestricted right:
- (a) in the event of fire or other emergency, or for fire drill purposes, to pass, go and repass over all those parts of the Lot Burdened which are used as, or designed for, fire or emergency escape purposes (such as, without limiting the intent of this clause, fire escapes stairs, fire tunnels, emergency exit doors); and


.....
Council Authorised Person

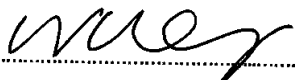
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 6 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- (b) to carry out an inspection of those parts of the Lot Burdened affected by this easement.
- 4.2 The Grantee may only do a thing under this easement within the site of the easement.
- 4.3 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 5. Terms of easement for access to fire control room (E) limited in stratum numbered 5 in the Plan**
- 5.1 The Grantee has the right in common with others, to:
- (a) have access to and use of the fire control room;
 - (b) keep relevant equipment in the fire control room and use that equipment;
 - (c) have access to all such equipment for the purposes of inspecting, cleaning, repairing, maintaining, replacing and renewing.
- 5.2 In exercising the powers conferred by this easement, the Grantee must only use the fire control room for its intended purpose.
- 5.3 The Grantee may only do a thing under this easement within the site of this easement.
- 5.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 6. Terms of easement for waste management (F) limited in stratum numbered 6 in the Plan**
- 6.1 The Grantee has the right to have access to and use the site of the easement for the storage and collection of commercial waste associated with the use of the Lot Benefited.


.....
Council Authorised Person

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

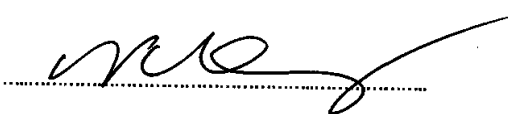
(Sheet 7 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- 6.2 In exercising the powers conferred by this easement, the Grantee must clean up any spillage that may have been caused by the Grantor in or near the site of the easement.
- 6.3 The Grantee is responsible for the cleaning and maintenance of the site of this easement and the doors giving access to the site of this easement.
- 6.4 The Grantee may only do a thing under this easement within the site of this easement.
- 6.5 The rights in and obligations on the Grantee in this easement extend to every Authorised Person.
- 7. Terms of easement for access to sprinkler valve room (G) limited in stratum numbered 7 in the Plan**
- 7.1 The Grantee has the right in common with others, to:
- (a) have access to and use of the sprinkler valve room;
 - (b) keep relevant equipment in the fire control room and use that equipment;
 - (c) have access to all such equipment for the purposes of inspecting, cleaning, repairing, maintaining, replacing and renewing.
- 7.2 In exercising the powers conferred by this easement, the Grantee must only use the sprinkler valve room for its intended purpose.
- 7.3 The Grantee may only do a thing under this easement within the site of this easement.
- 7.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 8. Terms of easement for access to main switch room (H) limited in stratum numbered 8 in the Plan**

- 8.1 The Grantee has the right in common with others, to:


Council Authorised Person

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

(Sheet 8 of 29 sheets)

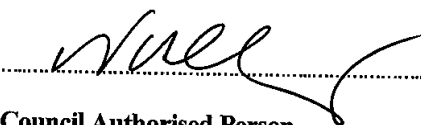
DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- (a) have access to and use of the main switch room;
 - (b) keep in the fire control room and use all relevant equipment;
 - (c) have access to all such equipment for the purposes of inspecting, cleaning, repairing, maintaining, replacing and renewing.
- 8.2 In exercising the powers conferred by this easement, the Grantee may only use the main switch room for its intended purpose.
- 8.3 The Grantee may only do a thing under this easement within the site of this easement.
- 8.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

9. Easement for services (I) limited in stratum numbered 9 in the Plan

- 9.1 The Grantee has at all times the unrestricted right to use the Lot Burdened to provide Services to or from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:
- (a) the right to the free and uninterrupted storage and passage of a Service along, through or in a Conducting Medium that is within the Lot Burdened (whether that Conducting Medium or Conducting Media is in existence as the date of this Instrument or constructed after the date of this Instrument);
 - (b) the right to construct, erect, lay, attach or place Conducting Media or a Conducting Medium on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
 - (c) do anything reasonably necessary for the purposes stated in paragraphs (a) and (b), including:
 - entering the Lot Burdened;
 - taking anything on to the Lot Burdened;


Council Authorised Person

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

(Sheet 9 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- using any line of Conducting Media; and
- carrying out work, such as constructing new Conducting Media, placing, repairing or maintaining pipes, channels, ditches and equipment;

(d) remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;

(e) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and

(f) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right:

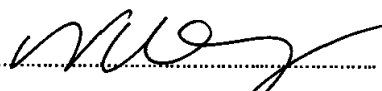
- to lay, place, construct, inspect, clean, repair, maintain or renew the works or any part of them; and
- to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.

9.2 In exercising the powers conferred by this easement, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) must make good any collateral damage.

9.3 The Grantee may only do a thing under this easement within the site of the site of the easement.

9.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.


Council Authorised Person

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

(Sheet 10 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

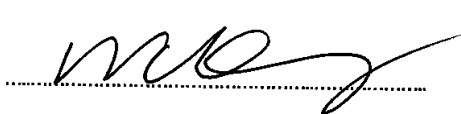
10. Terms of easement for services (J) limited in stratum numbered 10 in the Plan

10.1. The Grantee has at all times the unrestricted right to use the Lot Burdened to provide Services to and from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:

- (a) the right to the free and uninterrupted storage and passage of a Service along, through or in a Conducting Medium that is within the Lot Burdened (whether that Conducting Medium or Conducting Media is in existence as the date of this Instrument or constructed after the date of this Instrument);
- (b) the right to construct, erect, lay, attach or place Conducting Media or a Conducting Medium on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
- (c) do anything reasonably necessary for the purposes stated in paragraphs (a) and (b), including:
 - entering the Lot Burdened;
 - taking anything on to the Lot Burdened;
 - using any line of Conducting Media; and
 - carrying out work, such as constructing new Conducting Media, placing, repairing or maintaining pipes, channels, ditches and equipment.

10.2. In exercising those powers, the owner of the Lot Benefited must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;


Council Authorised Person

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

(Sheet 11 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 10.3. The Grantee may only do a thing under this easement within the site of this easement.
- 10.4. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

11. Terms of easement for services (K) limited in stratum numbered 11 in the Plan

11.1 The Grantee has at all times the unrestricted right to use the Lot Burdened to provide Services to and from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:

- (a) the right to the free and uninterrupted storage and passage of a Service along, through or in a Conducting Medium that is within the Lot Burdened (whether that Conducting Medium or Conducting Media is in existence as the date of this Instrument or constructed after the date of this Instrument);
- (b) the right to construct, erect, lay, attach or place Conducting Media or a Conducting Medium on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;
- (c) do anything reasonably necessary for the purposes stated in paragraphs (a) and (b), including:
 - entering the Lot Burdened;
 - taking anything on to the Lot Burdened;
 - using any line of pipes; and
 - carrying out work, such as constructing new pipes, placing repairing or maintaining pipes, channels, ditches and equipment.


Council Authorised Person

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

(Sheet 12 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

11.2 In exercising those powers, the owner of the Lot Benefited must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

11.3 The Grantee may only do a thing under this easement within the site of this easement.

11.4 The rights in and obligations on the Grantee in this easement extend to every Authorised Person.

12. Terms of easement for services (L) limited in stratum numbered 12 in the Plan

12.1 The Grantee has at all times the unrestricted right to use the Lot Burdened to provide Services to and from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:

- (a) the right to the free and uninterrupted storage and passage of a Service along, through or in a Conducting Medium that is within the Lot Burdened (whether that Conducting Medium or Conducting Media is in existence as the date of this Instrument or constructed after the date of this Instrument);
- (b) the right to construct, erect, lay, attach or place Conducting Media or a Conducting Medium on, in or under the Lot Burdened for the purposes of the storage or passage of a Service;


Council Authorised Person

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

(Sheet 13 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

(c) do anything reasonably necessary for the purposes stated in paragraphs (a) and (b), including:

- entering the Lot Burdened;
- taking anything on to the Lot Burdened;
- using any line of pipes; and
- carrying out work, such as constructing new pipes, placing, repairing or maintaining pipes, channels, ditches and equipment.

12.2 In exercising the powers conferred by this easement, the Grantee must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (d) must make good any collateral damage.

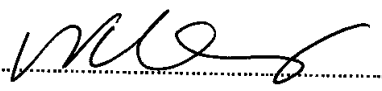
12.3 The Grantee may only do a thing under this easement within the site of the site of the easement.

12.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

13. Terms of easement for fire services (M) limited in stratum numbered 13 in the Plan

13.1 The Grantee has at all times the unrestricted right to use the Lot Burdened to provide water for fire purposes to or from the Lot Benefited and may do anything reasonably necessary for that purpose, including without limitation:

- (a) running water for fire purposes through pipes;


Council Authorised Person

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

(Sheet 14 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- (b) constructing, erecting, laying, installing, attaching or placing a pipe or pipes on, in or under the Lot Burdened for the purpose;
- (c) entering the Lot Burdened in such manner as is reasonable in the circumstances;
- (d) remaining on the Lot Burdened for such reasonable time as may be necessary in the circumstances;
- (e) taking anything on to the Lot Burdened for purposes associated with the Grantee's rights under this easement; and
- (f) carrying out work to the Lot Burdened for purposes associated with the Grantee's rights under this easement including the right:
 - to lay, place, construct, inspect, clean, repair, maintain or renew the works or any part of them; and
 - to open the soil of the Lot Burdened to the extent as may be necessary for these purposes.

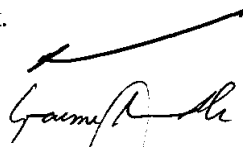
14. Terms of easement for air supply (N) limited in stratum numbered 14 in the Plan

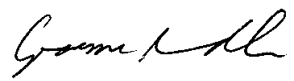
14.1 The Grantee:

- (a) has the full and free right to expel air over the Lot Burdened;
- (b) has the right to erect on, and use any grill, duct or other equipment relevant to expelling air;
- (c) may do anything reasonably necessary for that purpose, including:
 - entering the Lot Burdened;
 - taking anything on to the Lot Burdened; and
 - carrying out work.


.....
Council Authorised Person

©Phillippa Russell Lawyer






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

(Sheet 15 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

14.2 In exercising those powers, the owner of the Lot Benefited must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

14.3 The Grantee may only do a thing under this easement within the site of this easement.

14.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

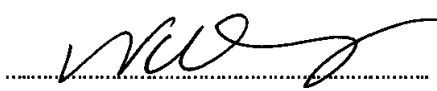
15. Terms of easement for access and viewing (S) limited in stratum numbered 15 in the Plan

15.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times for purposes associated with the viewing of, access to, and maintenance and repair of, the Commemorative Wall .

15.2. The Grantor may make rules about the use of the easement site which are not inconsistent with the rights of the Grantee in this instrument.

15.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened.


.....
Council Authorised Person

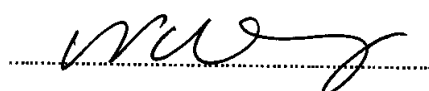
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE
USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 16 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- (b) comply with any rules made by the Grantor and communicated to the Grantee;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) make good any collateral damage.
- 15.4. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.
- 15.5. The Grantee may only do a thing under this easement within the site of the easement.
- 16. Terms of easement for commemorative wall (T) limited in stratum numbered 16 in the Plan**
- 16.1 Full and free right for the Commemorative Wall constructed on the Lot Burdened to remain on the Lot Burdened.
- 16.2 The Grantee may only do a thing under this easement within the site of the easement.
- 17. Terms of easement for exhaust air (U) and (V) limited in stratum numbered 17 in the Plan**
- 17.1. The Grantee:
- (a) has the full and free right to expel air over the Lot Burdened;
 - (b) has the right to erect on, and use any grill, duct or other equipment relevant to expelling air;
 - (c) may do anything reasonably necessary for that purpose, including:
 - entering the Lot Burdened;
 - taking anything on to the Lot Burdened; and


Council Authorised Person

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

(Sheet 17 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- carrying out work.

17.2 In exercising those powers, the owner of the Lot Benefited must:

- (a) ensure that all work is done properly;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.

17.3 The Grantee may only do a thing under this easement within the site of this easement.

17.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

18. Terms of easement for support and shelter-whole of lots numbered 18 in the Plan

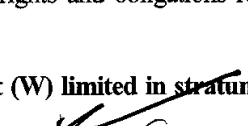
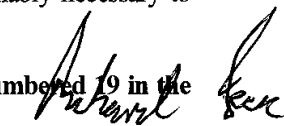
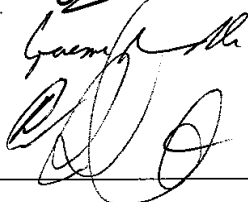
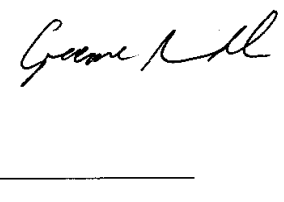
18.1. Full and free right for the subjacent and lateral support of that part of the Building erected on the Lot Benefited at the date of this Instrument by all such other parts of the Building erected on the Lot Burdened at the date of this Instrument as are capable of affording support and all ancillary rights and obligations reasonably necessary to make this easement effective.

18.2. Full and free right for the shelter of that part of the Building erected on the Lot Benefited at the date of this Instrument by all such other parts of the Building erected on the Lot Burdened at the date of this Instrument as are capable of affording shelter and all ancillary rights and obligations reasonably necessary to make this easement effective.

19. Terms of easement for access to air vent (W) limited in stratum numbered 19 in the

.....


Council Authorised Person

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

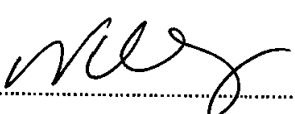
(Sheet 18 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

Plan

- 19.1. Full and free right for the Grantee to have access to and use the air vent on the Lot Burdened.
 - 19.2. Full and free right for the Grantee to have access to the air vent on the Lot Burdened for the purposes of inspecting, repairing, renewing or replacing the air vent.
 - 19.3. The rights in, and obligations on, the Grantee in this easement to extend to every Authorised Person.
 - 19.4. The Grantee may only do a thing under this easement within the site of the easement.
- 20. Terms of easement for pedestrian access (X) limited in stratum numbered 20 in the Plan**
- 20.1. The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes associated with the use of the Lot Burdened, subject to the terms of this easement.
 - 20.2. The Grantee may make rules about the use of the easement site which are not inconsistent with the rights of the Grantee in this Instrument.
 - 20.3. In exercising the powers conferred by this easement, the Grantee must:
 - (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) comply with any rules made by the Grantor and communicated to the Grantee;
 - (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) make good any collateral damage.


.....
Council Authorised Person

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

(Sheet 19 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

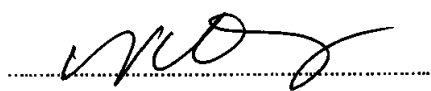
- 20.4. The Grantee may only do a thing under this easement within the site of the easement.
- 20.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

21. Terms of easement for services –whole of lots numbered 21 in the Plan

21.1. The Grantee has at all times (subject to the provisions of this Instrument) the unrestricted right:

- (a) (except when it is necessary to halt the Service for any essential maintenance or repairs relating to the Service) to the free and uninterrupted storage and passage of a Service, to any extent consistent with the rights of other persons having the same or similar rights, along, through or in a Conducting Medium relating to that Service that is for the time being within the Lot Burdened;
- (b) to carry out an inspection of the Conducting Media to which the right relates; and
- (c) in order to maintain the efficiency of any such Conducting Media or Conducting Medium:
 - (i) upon giving reasonable notice (except in an emergency when notice is not required) to enter such part of the Lot Burdened in such manner and by such route as is reasonable in the circumstances with such workmen and materials as is reasonable and necessary in the circumstances; and
 - (ii) to remain there for such reasonable time as may be necessary in the circumstances, for the purpose of repairing, maintaining or replacing such Conducting Media or any part and for the purpose of making such excavations as maybe reasonably necessary

21.2. In exercising the powers conferred by this easement the Grantee must


Council Authorised Person

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

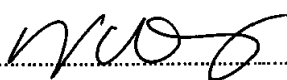
(Sheet 20 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
 - (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (c) make good any collateral damage.
- 21.3 If required by the Grantor, when exercising its rights under this easement the Grantee and each Authorised Person must comply with the reasonable directions of the Grantor.
- 21.4 The Grantor may make reasonable rules about the manner in which the Grantee and Authorised Persons may have access to the Lot Burdened.
- 21.5 The easement right is subject to the conditions that the Grantor and each Authorised Person:
- (a) exercises their respective rights consistently with the rights of all other parties who have the same or similar rights; and
 - (b) complies with any rules made by the Grantor or the by-laws in any Strata Management Statement relevant to the site of the easement.
- 21.6 Where a Conducting Medium is used exclusively by the Grantee it must be maintained in good order and repaired and (when necessary) replaced by the Grantee at its expense.
- 21.7 Where the Grantee:
- (a) has failed to carry out a responsibility imposed by clause 21.6; and
 - (b) the Grantor has given the Grantee written notice of such failure and the Grantee has failed to carry out its responsibility within a reasonable time after receipt of the notice,

the Grantor may take all lawful steps necessary to ensure that the responsibility is carried out and may recover any expense incurred by the Grantee.


Council Authorised Person

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

(Sheet 21 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

21.8 Subject to the provisions of any Strata Management Statement (whose provisions prevail to the extent of any inconsistency), where a Conducting Medium is used jointly by the Grantor and the Grantee, so much of the Conducting Medium as so jointly used in the Lot Burdened shall be maintained in good order and repaired by the Grantor at the Grantor's expense and the Grantor may recover from the Grantee a proportion of such expense (such proportion to be 50% or as otherwise agreed between the Grantor and the Grantee).

21.9 This easement applies to any Service in existence at the date of this Instrument.

22. Restriction on use numbered 22 in the Plan

22.1. The Grantor may not construct, erect or build or permit to remain constructed, erected or built on the Lot Burdened any structure, fixture or improvement of any kind which would obstruct the Commemorative Wall or which would obstruct the viewing of the Commemorative Wall by the Grantee.

22.2. The restriction applies to that part of the Lot Burdened indicated as such on the Plan referred to in Easement numbered 16 and denoted T.

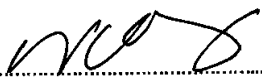
23. Terms of easement for access (Y) limited in stratum numbered 23 in the Plan

23.1. The Grantee has the right to go, pass and repass over the Lot Burdened on foot for the purposes of removing garbage from the Lot Benefited and delivering goods to and from the loading dock subject to the terms of this easement.

23.2. The Grantor may make rules about the use of the easement site which are not inconsistent with the rights of the Grantee in this Instrument.

23.3. In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) comply with any rules made by the Grantor and communicated to the Grantee;
- (c) cause as little damage as is practicable to the Lot Burdened and any


.....
Council Authorised Person

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

(Sheet 22 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

improvement on it;

- (d) make good any collateral damage; and
- (e) not make any spillage, or if the Grantee does, immediately clean up any spillage.

23.4. The Grantee may only do a thing under this easement within the site of the easement.

23.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

24. Terms of easement for loading bay (Z) limited in stratum numbered 24 in the Plan

24.1. The Grantee has the right, in common with others, to have access to and use of the loading bay for loading and unloading goods and materials.

24.2. The Grantor may make reasonable rules about the use of the loading bay.

24.3. In exercising the powers conferred by this easement, the Grantee;

- (a) may only use the loading bay for its intended purpose; and
- (b) must comply with any rules made by the Grantor.

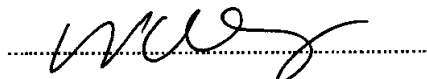
24.4. The Grantee may only do a thing under this easement within the site of this easement.

24.5. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

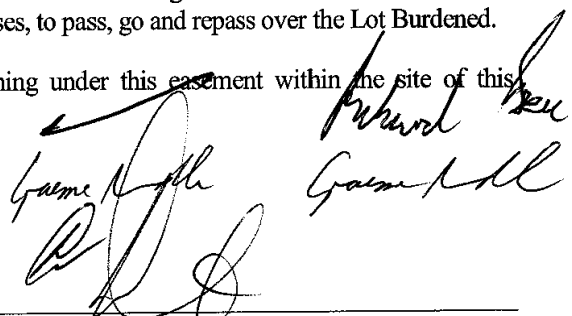
25. Terms of easement for fire escape (O) limited in stratum numbered 25 in the Plan

25.1. The Grantee has at all times the unrestricted right in the event of fire or other emergency or for fire drill purposes, to pass, go and repass over the Lot Burdened.

25.2. The Grantee may only do a thing under this easement within the site of this



Council Authorised Person



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

(Sheet 23 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

easement.

25.3. The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

26. Terms of easement for pedestrian access (Q) limited in stratum numbered 26 in the Plan

26.1 The Grantee has the right to go, pass and repass over the Lot Burdened at all times on foot for all lawful purposes, subject to the terms of this easement.

26.2 In exercising the powers conferred by this easement, the Grantee must:

- (a) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
- (c) make good any collateral damage.

26.3 The Grantee may only do a thing under this easement within the site of the easement.

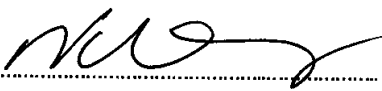
26.4 The rights in, and obligations on, the Grantee in this easement extend to every Authorised Person.

27. Definitions

In this Instrument, the following words have the following meaning:

"Authorised Person" means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee's tenants, licensees, visitors, employees and contractors.

"Building" means the building erected on the Land.



Council Authorised Person

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

(Sheet 24 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

"Commemorative Wall" means the commemorative wall erected on both sides of the front foyer of the Residential Building.

"Communications Services" includes (this list is not exhaustive) telephone, telecommunications, television or radio impulses or signals service, cable services or any like service for transferring or receiving information.

"Communications Conducting Medium" means any Conducting Medium which carries a Communications Service.

"Conducting Medium" means any wire, cable, pipe, line, duct, chute, drain, water storage tank, cooling tower, kitchen or other exhaust flue or duct and other apparatus through or in which a Service passes or is stored or contained.

"Grantee" means the person, or if more than one, jointly the owners of an estate in fee simple of a Lot Benefited.

"Grantor" means the person, or if more than one, jointly the owners of an estate in fee simple of a Lot Burdened.

"Instrument" means this instrument.

"Land" means the land subdivided by the Plan.

"Lot" means a lot in the Plan.

"Lot Benefited" in connection with a restriction or easement the subject of this Instrument, means the lot benefited by the relevant restriction or easement.

"Lot Burdened" in connection with a restriction or easement the subject of this Instrument, means the lot burdened by the relevant restriction or easement.

"Plan" means the plan to which this instrument relates.

"Residential Building" means the building erected on lot 10 in the Plan.

"Services" includes water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage and


Council Authorised Person

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

(Sheet 25 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

Communications Services, telephone, telecommunications, television or radio impulses
or signals service.

"Strata Management Statement" means a strata management statement registered in
accordance with the provisions of Division 2B of the *Strata Schemes (Freehold
Development) Act 1973 (NSW)*.

28. Interpretation

- (a) The expression "Grantor" includes the Grantor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.
- (b) The expression "Grantee" includes the Grantee, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment.
- (c) The terms of each easement, covenant and restriction in this Instrument are covenants and agreements:
 - (i) between each relevant Grantor and relevant Grantee;
 - (ii) are annexed to each relevant easement, covenant and restriction; and
 - (iii) pass with the burden and benefit of each relevant easement, covenant and restriction.
- (d) Each Grantor and Grantee:
 - (i) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and
 - (ii) must use reasonable endeavours to ensure its Authorised Persons comply with the terms of each relevant easement, covenant and restriction.
- (e) If a Strata Management Statement contains provisions relating to use, maintenance, repair or replacement of any easement, covenant or restriction in



Council Authorised Person

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

(Sheet 26 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

this Instrument, or the costs relevant to the use, maintenance, repair or replacement of any easement, covenant or restriction in this Instrument, or if a Strata Management Statement contains provisions relating to the insurance for any easement, covenant or restriction in this Instrument, then:

- (i) the terms of that Strata Management Statement:
 - (A) apply to that easement, covenant or restriction; and
 - (B) bind the relevant Grantor and Grantee; and
- (ii) to the extent of any inconsistency between the Strata Management Statement and the terms of the relevant easement, covenant or restriction, then the terms of the Strata Management Statement prevail to the extent of the inconsistency.


Council Authorised Person

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

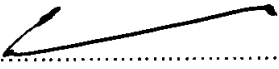
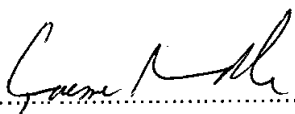
(Sheet 27 of 29 sheets)

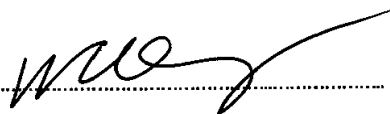
DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

DATE:

Execution

THE COMMON SEAL of SCOTS CHURCH DEVELOPMENT LIMITED ACN 091 686 323 was affixed in accordance with section 127 of the Corporations Law:  Signature of director NORMAN PHILLIP CAREY Name	 SCOTS CHURCH DEVELOPMENT LTD A.C.N. 091 686 323 ★ COMMON SEAL  Signature of director/secretary GRAEME JOHN RUNDLE Name


.....
Council Authorised Person

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

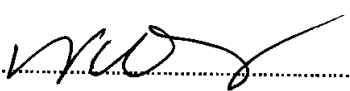
(Sheet 28 of 29 sheets)

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

DP1086866

Execution continued

EXECUTED BY CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136 BY ITS DULY APPOINTED ATTORNEYS	
.....	
.....	
Full Names	Signature of attorneys
PURSUANT TO POWER OF ATTORNEY REGISTERED BOOK 4288 NO 968 OF WHICH THEY HAVE NO NOTICE OF REVOCATION IN THE PRESENCE OF:	
..... Witness	


.....
Council Authorised Person

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

(Sheet 29 of 29 sheets)

DP1086866

Plan of subdivision of lot 1 in
DP 235235 covered by
council subdivision certificate
number

Execution continued

THE COMMON SEAL of YORK STREET MEZZANINE PTY LIMITED ACN 090 631 057 was affixed in accordance with section 127 of the Corporations Law <i>Richard Palmer Beck</i> Signature of director Richard Palmer Beck Name	 YORK STREET MEZZANINE PTY LTD A.C.N. 090 631 057 ★ COMMON SEAL <i>Graeme John Rundle</i> Signature of director/secretary GRAEME JOHN RUNDLE Name

SIGNED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 009 663 136
BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE

MARK CORBETT

Witness

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
POWER OF REVOCATION
IN THE PRESENCE OF:

M Calderwood
MARTIN CALDERWOOD

[Signature]
Signature
[Signature]
Signature

Book 4288
no 968

[Signature] *Richard Beck*
Graeme Rundle *Graeme Rundle*
[Signature]

.....
[Signature]
.....
Council Authorised Person

©Phillippa Russell Lawyer

REGISTERED  29-11-2005

DATED *15 November* 2005

SP75520

STRATA MANAGEMENT STATEMENT

2 YORK STREET, SYDNEY

SP75520

TABLE OF CONTENTS

1. PARTIES BOUND	5
1.1 PARTIES BOUND	5
1.2 INTERPRETATION	5
1.3 COMPLIANCE	5
2. DEFINITIONS AND INTERPRETATION	5
2.1 DEFINITIONS	5
2.2 INTERPRETATION	9
3. ESTABLISHMENT OF BUILDING MANAGEMENT COMMITTEE	10
3.1 BUILDING MANAGEMENT COMMITTEE	10
4. OFFICE BEARERS	10
4.1 CHAIRPERSON	10
4.2 SECRETARY	10
4.3 FUNCTIONS OF SECRETARY	11
4.4 FUNCTIONS OF THE TREASURER	11
4.5 FUNCTIONS OF THE CHAIRPERSON	11
4.6 OTHER APPOINTEES	11
5. FUNCTIONS OF BUILDING MANAGEMENT COMMITTEE	11
5.1 FUNCTIONS OF COMMITTEE	11
6. MEETINGS OF BUILDING MANAGEMENT COMMITTEE	12
6.1 CONVENING MEETINGS	12
6.2 NOTICES OF MEETING	12
6.3 RECORDS OF MEETING	12
7. QUORUM	13
7.1 QUORUM	13
7.2 QUORUM REQUIREMENTS	13
7.3 ADJOURN MEETING	13
8. VOTING	13
8.1 VOTING	13
8.2 CHAIRPERSON DOES NOT HAVE CASING VOTE	13
8.3 INSTRUCTIONS BY A COMMITTEE MEMBER	13
8.4 DEADLOCK	13
9. BUILDING MANAGEMENT COMMITTEE DECISIONS	14
9.1 DECISION OF BUILDING MANAGEMENT COMMITTEE	14
9.2 DECISIONS MADE IN WRITING	14
9.3 MINUTES OF MEETINGS	14
9.4 INSPECTING THE BUILDING MANAGEMENT COMMITTEE'S RECORDS	14
9.5 DECISIONS OF THE BUILDING MANAGEMENT COMMITTEE	15
9.6 THINGS DONE BY A REPRESENTATIVE	15
10. SUBMISSIONS TO BUILDING MANAGEMENT COMMITTEE	15
10.1 PROPOSALS	15
10.2 SUBMISSION OF PROPOSALS	15
10.3 MAINTENANCE AGREEMENTS	15
10.4 ALTERATIONS TO SHARED FACILITIES OR SHARED AREAS	16
10.5 ALTERATIONS OF APPORTIONMENT OF COSTS	16
10.6 SUBMISSION RESTRICTION	16
10.7 AMENDMENTS TO THIS STATEMENT	17
11. SERVICE OF NOTICES AND OTHER DOCUMENTS	17
11.1 SERVICE	17

Gracie P. Miller

Gracie P. Miller (Page 2 of 48)

[Signature]

SP75520

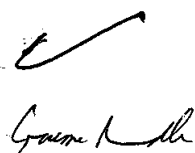
11.2	DATE WHEN EFFECTIVE.....	17
11.3	RECEIPT OF NOTICES	17
12.	DISPUTES.....	17
12.1	NOTICE OF DISPUTE	17
12.2	COMMITTEE TO MEET.....	18
12.3	REFERRAL OF DISPUTE	18
12.4	REFERRAL TO ARBITRATION.....	19
12.5	NO MONEYS TO BE WITHHELD.....	19
12.6	INFORMATION CONFIDENTIAL	19
13.	OBLIGATIONS AND RIGHTS OF THE PARTIES.....	20
13.1	GENERAL OBLIGATIONS OF THE OWNERS.....	20
13.2	NATURE OF OWNER'S OBLIGATIONS	20
13.3	OBLIGATIONS OF THE BUILDING MANAGEMENT COMMITTEE	20
13.4	APPOINTING A STRATA MANAGER.....	21
13.5	APPOINTING A FACILITIES MANAGER	21
13.6	RELEASE.....	22
13.7	GENERAL COVENANTS.....	22
13.8	SHARED FACILITIES	22
14.	MAINTENANCE, REPAIR, RENOVATION AND REFURBISHMENT	23
14.1	OBLIGATIONS ON BUILDING MANAGEMENT COMMITTEE.....	23
14.2	OWNER RESPONSIBLE FOR OWN STRATUM LOT.	24
14.3	FAILURE OF STRATUM LOT OWNER TO CARRY OUT ITS OBLIGATIONS	25
14.4	UPGRADING AND REDEVELOPMENT.....	26
15.	PAYMENTS.....	27
15.1	CONTRIBUTION TO SHARED COSTS AND SHARED AREA COSTS	27
15.2	PAYMENT OF SHARED COSTS.....	27
15.3	BUDGET.....	27
15.4	PAYMENT BY COMMITTEE MEMBERS	28
15.5	STATEMENT	29
15.6	ADJUSTMENTS	29
15.7	DEFAULTING COMMITTEE MEMBER	29
15.8	RIGHTS ON DEFAULT BY A COMMITTEE MEMBER	30
15.9	CLARIFICATION.....	30
15.10	RECORDS AND BOOKS.....	31
15.11	APPLICATION OF PAYMENT.....	31
15.12	SURPLUS FUNDS.....	31
16.	CLEANING.....	31
16.1	CLEANING OF WINDOWS.....	31
16.2	GARBAGE REMOVAL.....	31
17.	INSURANCE AND INDEMNITY	32
17.1	REQUIRED INSURANCE.....	32
17.2	METHOD OF EFFECTING INSURANCE.....	33
17.3	BASIS OF APPORTIONMENT.....	33
17.4	TOTAL DESTRUCTION OF THE BUILDING.....	33
17.5	PARTIAL DESTRUCTION	34
17.6	ADDITIONAL INSURANCE PROVISIONS	34
17.7	INSURANCE NOT TO BE AVOIDED.....	34
17.8	INDEMNITY	35
18.	SIGNS	35
18.1	EXTERNAL APPEARANCE OF RESIDENTIAL/RETAIL BUILDING.....	35
18.2	EXTERNAL APPEARANCE OF CHURCH STRATUM	35
18.3	SIGNS BY THE CHURCH OWNER	35
18.4	SIGNS BY THE OWNERS CORPORATION.....	35
19.	SATELLITE DISH AND COMMUNICATION EQUIPMENT	36

James Smith *Richard Ben*
James Smith (Page 3 of 48)

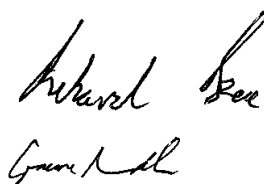
[Signature]

SP75520

19.1	COMMUNICATIONS EQUIPMENT	36
20.	ACCESS TO BUILDING.....	38
20.1	COMMITTEE MEMBER'S RIGHT TO ACCESS	38
20.2	BUILDING MANAGEMENT COMMITTEE'S RIGHT TO ACCESS	38
21.	ACCESS BY CHURCH OWNER OVER COMMERCIAL LOT & RESIDENTIAL / RETAIL BUILDING	
38		
21.1	ACCESS BY CHURCH OWNER OVER COMMERCIAL LOT 149.....	38
21.2	ACCESS BY CHURCH OWNER OVER RESIDENTIAL/RETAIL BUILDING	39
22.	POWER SHARING	40
23.	PERMITTED USAGE	40
	SCHEDULE A.....	42
	SCHEDULE B	47



Gavin Hall



Richard Lee
Gavin Hall



Richard Lee

STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Division 2B

Sections 28R B 28W and

Schedule 1C

STRATA MANAGEMENT STATEMENT

PART A

INTRODUCTORY

Part 1

1. PARTIES BOUND

1.1 Parties Bound

The following parties are bound by the provisions contained in this Statement:

- (a) the Owners Corporation;
- (b) a proprietor, mortgagee in possession or lessee for the time being of any of the lots in the Residential/Retail Strata Scheme;
- (c) the proprietor, mortgagee in possession or lessee for the time being of the Church Stratum; and
- (d) any other person (other than the registered proprietor of a lot within the Residential/Retail Strata Scheme) in whom the fee simple of any part of the Land is vested for the time being or the lessee, occupier or mortgagee in possession of that part.

1.2 Interpretation

This Strata Management Statement should be read with reference to the definitions and interpretation provisions contained in clause 2.

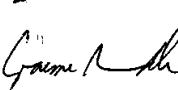
1.3 Compliance

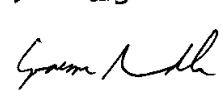
The Parties Bound must comply with the provisions contained in this Statement and must not do anything to prevent any other person from complying with the provisions contained in this Statement.

Part 2

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions




SP75520

SP75520

In this Statement, unless a contrary intention occurs:

Approved Insurer has the meaning as defined in the Management Act.

Approved Maintenance Agreement means a maintenance agreement for a Shared Facility and/or a Shared Area approved in accordance with clause 10.3.

Budget means the estimate of costs referred to in clause 15.3.

Building means the improvements erected on the Land (and the Strata Scheme) including the Residential/Retail Building (comprising the basement level car parking, the Carstacker, the 12 levels of residential units, the lower ground floor retail / commercial levels) and the Church Building.

Building Management Committee means the committee to be formed under clause 3.1.

Business Day means any day which is not a Saturday, Sunday or proclaimed public holiday in New South Wales.

By Laws means the by-laws registered with the strata plan for the Strata Scheme that may be amended from time to time.

Carstacker means the mechanical carstacking device installed in the sub-basement of the Building to provide for car parking to proprietors of certain lots in the Strata Scheme as specified in the By Laws.

Chairperson means the chairperson of the Building Management Committee appointed under clause 4.1 from time to time.

Church Owner means the registered proprietor from time to time of the Church Stratum.

Church Building means the improvements erected on the Church Stratum.

Church Stratum means the stratum lot that contains the church auditorium and related facilities for the Congregation being those improvements erected within lot 11 in deposited plan 1086866.

Clause means a clause of this statement.

Committee Member means each party from time to time being a member of the Building Management Committee and when the context permits includes its representative (if any).

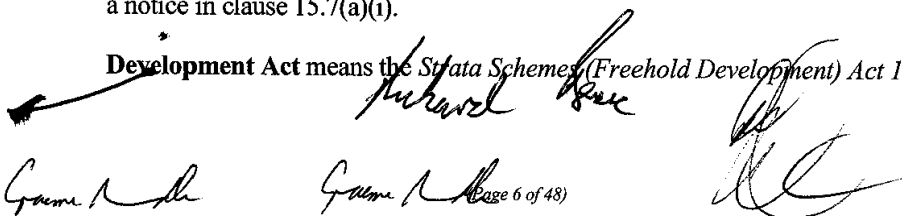
Common Property means the common property forming part of the Strata Scheme.

Congregation means the Scots Church Sydney congregation of the Presbyterian Church of Australia in the State of New South Wales.

Conservation Management Plan means the conservation management plan for the building prepared by Brian McDonald & Associates dated 13 November 2000.

Defaulting Committee Member means a Committee Member which fails to comply with a notice in clause 15.7(a)(i).

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


Page 6 of 48

SP75520

Easements means the easements under the Conveyancing Act 1919 which benefit or burden the Land from time to time.

Energy Costs means an estimate determined by the Owner (or Manager) acting reasonably of the costs of operating a Shared Facility and/or a Shared Area.

Facilities Manager means the facilities manager appointed by the Building Management Committee from time to time under clause 13.5 and includes a reference to the employees and contractors of the Facilities Manager.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Insurance means all insurances required to be effected under clause 17.1 with an Approved Insurer in which more than one Owner has an interest and any other insurance determined by Unanimous Resolution to be Insurance.

Land means lot 1 in deposited plan 235235, being the whole of the land comprised in Certificate of Title Folio Identifier 1/235235 being Lot 10 in deposited plan 1086866 and Lot 11 in deposited plan 1086866 and lots in a strata subdivision created on a subdivision of lot 10 in deposited plan 1086866 and any further subdivision or consolidation of those lots.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Maintenance Plan means the plan prepared by HBO+EMTB Heritage Pty Limited dated 27 October 2005 (Issue E).

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

Owner and **Owners** means jointly and severally (as the context requires) the Owners Corporation and the Church Owner.

Owners Corporation means the owners corporation of the Residential/Retail Strata Scheme.

Parties Bound means the parties bound by the provisions contained in this Statement as specified in clause 1.1.

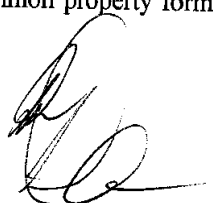
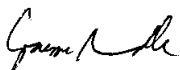
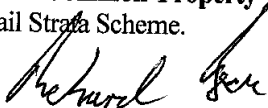
Payment Notice means a notice given under clause 15.5.

Refurbishment Works means any works, repairs, renovations and refurbishment of the exterior of the Building to be carried out under Part 14.

Representative means a natural person appointed by a Committee Member.

Residential/Retail Building means that part of the Building containing the stratum parcel, being the land the subject of the Residential/Retail Strata Scheme.

Residential/Retail Common Property means the common property forming part of the Residential/Retail Strata Scheme.



SP75520

Residential/Retail Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Schedule means a Schedule to this Statement.

Senior Lawyer means a lawyer admitted to practice in New South Wales with not less than 20 years experience as a legal practitioner;

Share means the relevant percentage of that part of a Shared Cost or Shared Area Cost (set out in Schedule A) in respect of each Shared Facility and Shared Area.

Shared Area or Shared Areas means the areas (being part of the Building) set out in Schedule A.

Shared Area Costs means all costs, expenses, fees and other outgoings paid by the Building Management Committee or an Owners Corporation (as the case may be) in managing, supervising and maintaining a Shared Area and keeping it secure and includes, without limitation all costs in respect of:

- (a) services supplied including all charges for electricity, gas, oil and telephone services;
- (b) Energy Costs; and
- (c) the cleaning, servicing, maintaining and renovation of a Share Area.

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

- (a) the maintenance and repair costs;
- (b) renovation or replacement costs;
- (c) Energy Costs;
- (d) the amount or amounts payable to the relevant contractor under an Approved Maintenance Agreement;
- (e) all other amounts determined by the Building Management Committee by Unanimous Resolution to be Shared Costs.

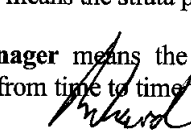
Shared Facility or Shared Facilities means the services, machinery, equipment and areas referred to in Schedule A and any alterations, additions or replacement of those items.

Site means the parcels of land on which the Building is situated.

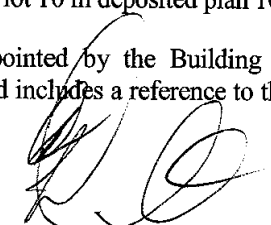
Statement means this Strata Management Statement.

Strata Plan means the strata plan of subdivision of lot 10 in deposited plan 1086866.

Strata Manager means the strata manager appointed by the Building Management Committee from time to time under clause 13.4 and includes a reference to the employees





and contractors of the Strata Manager. A reference to "Strata Manager" in this Statement is not a reference to a strata manager appointed by the Owners' Corporation with respect to the Residential / Retail Strata Scheme.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan and this Statement.

Strata Titles Legislation means the Management Act and the Development Act.

Substitute Representative means a natural person appointed in writing by a Representative to exercise the Representative's functions.

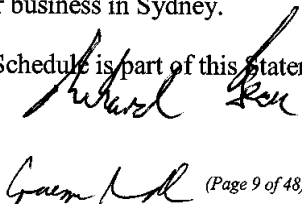
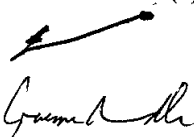
Unanimous Resolution means a resolution on a motion before the Building Management Committee for which each Committee Member either votes in favour of or does not cast a vote.

2.2 Interpretation

In this Statement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of the Statement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to the Statement;
- (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the statement or any party of it.
- (i) a reference to an officer of an association or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes; and
- (j) a reference to a business day means a day on which trading banks are open for business in Sydney.
- (k) a Schedule is part of this Statement.

SP75520


(Page 9 of 48)

SP75520

PART B

MATTERS REQUIRED TO BE INCLUDED

Part 3

3. ESTABLISHMENT OF BUILDING MANAGEMENT COMMITTEE

3.1 Building Management Committee

- (a) There is hereby established a Building Management Committee to manage and operate the Building on behalf of the Committee Members. The Building Management Committee shall be comprised of:
 - (i) the Owners Corporation; and
 - (ii) the Church Owner.
- (b) Each Committee Member must give to the other Committee Members and the Strata Manager written notice of its address, telephone and facsimile numbers and the name, address, telephone and facsimile numbers of its Representative.
- (c) A Committee Member may at any time give to the other Committee Members written notice of the name, address, telephone and facsimile number of its Substitute Representative.
- (d) In addition to the Representative, a Committee Member may invite up to two (2) further persons to attend a meeting of the Building Management Committee but those persons are not a Representative or a Substitute Representative for the purposes of this Statement and those persons may not speak at meetings of the Building Management Committee unless permitted to do so by each Member present at the relevant meeting.

Part 4

4. OFFICE BEARERS

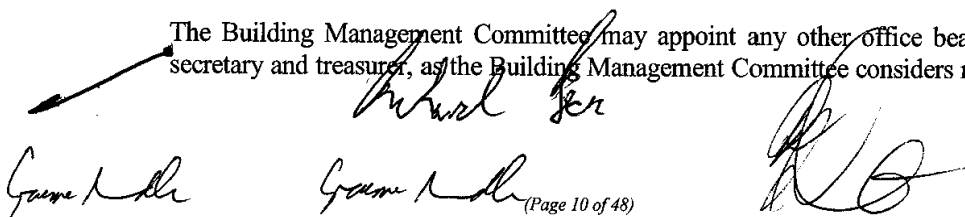
4.1 Chairperson

The Building Management Committee must appoint a Chairperson for each 12 month period. The Building Management Committee must rotate the appointment in this order:

- (a) the Representative or Substitute Representative of the Owners Corporation;
- (b) the Representative or Substitute Representative of the Church Owner.

4.2 Secretary

The Building Management Committee may appoint any other office bearer, such as a secretary and treasurer, as the Building Management Committee considers necessary from


(Page 10 of 48)

time to time. If a Strata Manager is appointed the Strata Manager may also be appointed by the Building Management Committee as secretary.

4.3 Functions of secretary

The functions of the secretary are to perform the administrative, bookkeeping and secretarial functions of the Building Management Committee; convene meetings; prepare and distribute notices and minutes of meetings; and keep the books and records.

4.4 Functions of the treasurer

The functions of the treasurer are to prepare budgets; prepare financial statements; send out notices for, collect and bank contributions to the Administrative Fund and the Sinking Fund; pay accounts; keep the accounting records of the Building Management Committee.

4.5 Functions of the chairperson

The functions of the chairperson are to preside at those meetings of the Building Management Committee which the chairperson attends.

4.6 Other Appointees

The Building Management Committee may appoint other officers to help it perform its functions. If the Building Management Committee appoints an officer, it must clearly define the duties of the officer. An officer must perform functions according to the Building Management Committee's directions.

Part 5

5. FUNCTIONS OF BUILDING MANAGEMENT COMMITTEE

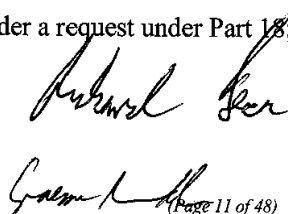
5.1 Functions of Committee

The functions of the Building Management Committee are to:

- (a) carry out its functions and duties set out in this Statement;
- (b) make decisions about the matters in this Statement;
- (c) fairly control use of Shared Facilities and Shared Areas;
- (d) change or add to Shared Facilities and Shared Areas;
- (e) consider any proposal submitted to the Building Management Committee by an Owner in accordance with clause 10.1;
- (f) consider a recommendation submitted to the Building Management Committee by an owner for a maintenance agreement in accordance with clause 10.3;
- (g) consider a request under Part 18;

SP75520




 (Page 11 of 48)



SP75520

- (h) monitor the performance by Committee Members of their obligations under this Statement;
- (i) monitor the performance of the Strata Manager;
- (j) monitor the performance of any Facilities Manager;
- (k) comply with this Statement and the Strata Titles Legislation.
- (l) consider and determine any other matter which the Committee Members unanimously determine should be considered by the Building Management Committee.

In exercising these functions each Committee Member must act reasonably and in good faith.

Part 6

6. MEETINGS OF BUILDING MANAGEMENT COMMITTEE

6.1 Convening Meetings

The Building Management Committee must hold a meeting if:

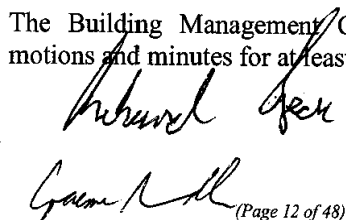
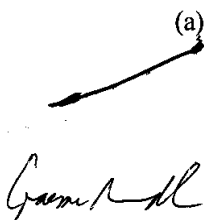
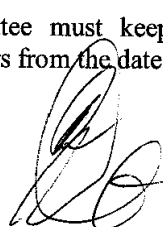
- (a) required to do so by Unanimous Resolution;
- (b) requested by notice in writing by a Committee Member, which notice must set out the issue or proposal required to be addressed;
- (c) no other meeting has been held in the preceding 6 month period on each anniversary of the date of this Statement; or
- (d) required to do so under this Statement or by Law.

6.2 Notices of Meeting

- (a) The Building Management Committee must give notice of a meeting in writing and must include a detailed agenda. The Building Management Committee may only deal with the matters on the agenda at the meeting unless the Building Management Committee otherwise so decides.
- (b) The Building Management Committee must give at least 3 Business Days notice of a meeting. The Building Management Committee may give less notice in an emergency.
- (c) The Building Management Committee must serve the meeting notice on each Committee Member according to this Statement.

6.3 Records of Meeting

- (a) The Building Management Committee must keep copies of agendas, motions and minutes for at least 7 years from the date of the meeting.


(Page 12 of 48)

(b) This clause applies to decisions made in writing.

Part 7

SP75520

7. QUORUM

7.1 Quorum

A quorum must be present at a meeting of the Building Management Committee to vote on any motion.

7.2 Quorum Requirements

A quorum at a Building Management Committee meeting is the Representative or Substitute Representative of each Member.

7.3 Adjourn Meeting

If a quorum is not present within 30 minutes after the meeting starts, the Building Management Committee must adjourn the meeting to the same time and place 3 Business Days later. A quorum for the adjourned meeting is that number of Representatives or Substitute Representatives present at the time appointed (or who attend within 30 minutes) of the time appointed for the adjourned meeting.

8. VOTING

8.1 Voting

At all meetings of the Building Management Committee a Committee Member is entitled through its Representative or Substitute Representative to exercise the following votes:

- (a) Owners Corporation 1 vote;
- (b) Church Owner 1 vote.

8.2 Chairperson does not have casting vote

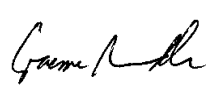
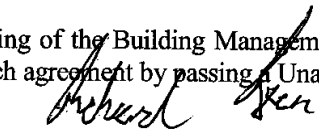
The Chairperson has a deliberative vote but does not have a casting vote. A Strata Manager does not have a vote unless the Strata Manager is a Representative (or a Substitute Representative).

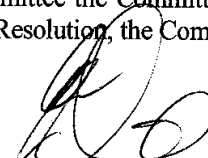
8.3 Instructions by a Committee Member

A Representative or a Substitute Representative must vote at a meeting according to the instructions given by the Committee Member who appointed the Representative or Substitute Representative. Where the Committee Member is an Owners Corporation, the Owners Corporation must ensure the proper directions are given the Representative or Substitute Representative by the executive committee or the Owners Corporation in general meeting.

8.4 Deadlock

If at any meeting of the Building Management Committee the Committee Members are not able to reach agreement by passing a Unanimous Resolution, the Committee Members




 (Page 13 of 48)



will be deemed to be in dispute with each other and must resolve that dispute in accordance with clause 12.

SP75520

Part 9

9. BUILDING MANAGEMENT COMMITTEE DECISIONS

9.1 Decision of Building Management Committee

A decision of the Building Management Committee must be made by Unanimous Resolution. No motions may be posed in the negative so as to avoid the provisions of this clause 9.1.

9.2 Decisions made in Writing

The Building Management Committee may make decisions in writing without holding a meeting if:

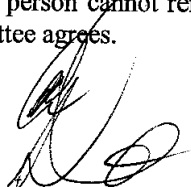
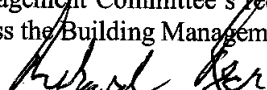
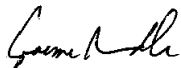
- (a) notice of the meeting and the motions to be considered by the Building Management Committee have been served on the Committee Members according to this Statement; and
- (b) each Committee Member has approved the motion in writing.

9.3 Minutes of Meetings

The Building Management Committee must distribute minutes of its meetings to Committee Members within 7 days after the meeting.

9.4 Inspecting the Building Management Committee's Records

- (a) Committee Members and Parties Bound may inspect the Building Management Committee's records.
- (b) The procedure for inspecting the Building Management Committee's records is:
 - (i) a person must apply in writing to the Building Management Committee;
 - (ii) a person must pay the Building Management Committee the reasonable inspection fee set by the Building Management Committee.
- (c) The Building Management Committee must allow the person to inspect its records within 10 Business Days after the person makes a written application and pays the inspection fee.
- (d) At the person's cost, the person may take extracts from or copy the Building Management Committee's records. The person cannot remove the records unless the Building Management Committee agrees.



SP75520

9.5 Decisions of the Building Management Committee

The Building Management Committee may make decisions only:

- (a) according to this Statement; and
- (b) at a properly convened meeting of the Building Management Committee or in writing in the manner provided for in this Statement.

9.6 Things done by a Representative

Anything done by a Representative for the Committee Member that appointed the Representative has the same effect as if the Committee Member did it. The same applies to Substitute Representatives.

Part 10

10. SUBMISSIONS TO BUILDING MANAGEMENT COMMITTEE

10.1 Proposals

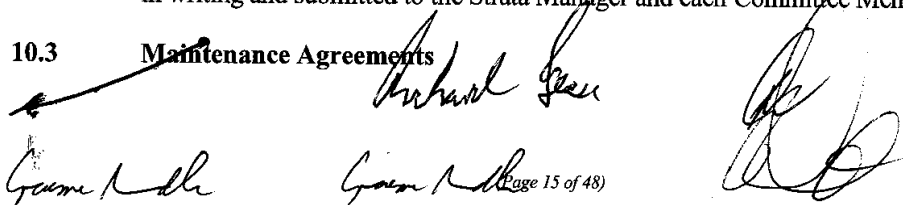
Subject to clause 10.6, a Committee Member who is not a Defaulting Committee Member may submit to the Building Management Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility and/or a Shared Area;
- (b) recommend an additional facility and/or area that a Committee Member may wish to have installed as a Shared Facility or set aside as a Shared Area in the Building;
- (c) vary the Shared Costs and/or Shared Area Costs and the proportion of those costs payable by the Committee Members for a Shared Facility and/or a Shared Area;
- (d) alter the external appearance of the Building (subject to the obtaining of consent to do so from the council and other relevant regulatory bodies who have jurisdiction over the Building);
- (e) maintain, repair, refurbish or replace any external area of the Building;
- (f) amend this Statement;
- (g) dismiss or replace the Strata Manager or the Facilities Manager; and
- (h) appoint a new Strata Manager or Facilities Manager.

10.2 Submission of Proposals

A proposal submitted to the Building Management Committee under clause 10.1 must be in writing and submitted to the Strata Manager and each Committee Member.

10.3 Maintenance Agreements



SP75520

Many of the Building's services are highly technical and affect other components in the Building. As a result:

- (a) Shared Facilities, Shared Areas, building works and services must be maintained to a high standard;
- (b) only contractors approved by the Building Management Committee may do structural building works and maintain or replace Shared Facilities;
- (c) the Building Management Committee must unless there is a Unanimous Resolution to the contrary, obtain quotations from three (3) contractors for its approval for a proposal for maintenance agreements for the Shared Facilities and the Shared Areas. The quotations, where applicable, must contain sufficient detail to enable a Committee Member to identify the relevant component of the costs in respect of a Shared Facility and the Shared Areas;
- (d) the Building Management Committee must within 14 days of each Committee Member receiving a submission under clause 10.3(c) meet to consider and decide on the proposal.
- (e) the decision as to whether a proposed maintenance agreement submitted under clause 10.3(c) becomes an Approved Maintenance Agreement for a Shared Facility or a Shared Area must be made by Unanimous Resolution.
- (f) All proposed variation of, additions to, alterations to, or renewals of any Approved Maintenance Agreement for a Shared Facility or a Shared Area will be made by Unanimous Resolution.

10.4 Alterations to Shared Facilities or Shared Areas

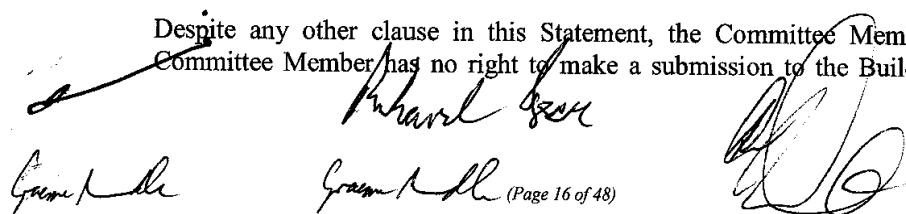
The Building Management Committee may by Unanimous Resolution vary, modify, add a new facility, repair, renew or replace a Shared Facility or a Shared Area and those variations are automatically approved and accepted by the Parties Bound when the Chairperson signs the minutes which recorded the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document as the Department of Land and Property Information to record the change.

10.5 Alterations of apportionment of Costs

The Building Management Committee may by Unanimous Resolution vary the Shared Costs and the Shared Area Costs and the Share of those costs payable by the Owners and those variations are automatically approved and accepted by the Parties Bound when the Chairperson signs the minutes which recorded the Unanimous Resolution. As soon as practicable after the meeting, the Building Management Committee must register the relevant document as the Department of Land and Property Information to record the change.

10.6 Submission Restriction

Despite any other clause in this Statement, the Committee Members agree that a Committee Member has no right to make a submission to the Building Management


(Page 16 of 48)

SP75520

Committee under clause 10.1 to consider any matter in connection with a Shared Facility or a Shared Area other than those to which a Committee Member has an obligation to pay a share and those to which a Committee Member may have an obligation to share if the amendment is made.

10.7 Amendments to this Statement

The Building Management Committee may by Unanimous Resolution amend this Statement.

Part 11

11. SERVICE OF NOTICES AND OTHER DOCUMENTS

11.1 Service

A notice, approval, consent or other communication in connection with this Statement:

- (a) must be in writing; and
- (b) must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee notified by the addressee to the other Owners in accordance with clause 3.1(c) or if the addressee notifies another address or facsimile number then to that address or facsimile number.

11.2 Date when effective

Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

11.3 Receipt of Notices

A letter or facsimile is taken to be received:

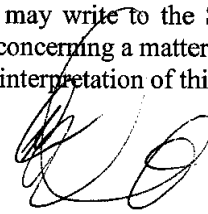
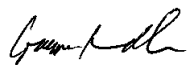
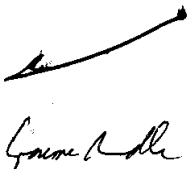
- (a) if posted, on the third day after posting;
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

Part 12

12. DISPUTES

12.1 Notice of Dispute

- (a) The party or parties to a dispute may include the Building Management Committee and any other Parties Bound.
- (b) Subject to clause 12.1(c), the Building Management Committee or any other of the Parties Bound may at any time may write to the Strata Managing Agent, notifying a dispute or complaint concerning a matter arising out of or in connection with this Statement or the interpretation of this Statement.



SP75520

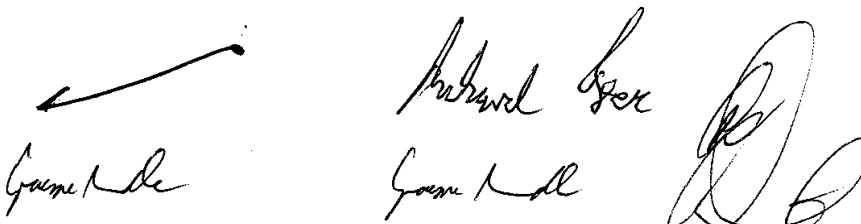
- (c) Each of the Parties Bound agrees that any decision made by the Building Management Committee by a Unanimous Resolution in accordance with this Statement will not be the subject of referral for decision pursuant to this part 12.
- (d) The written notice referred to in paragraph (b) must:
 - (i) identify the subject matter of the dispute or complaint;
 - (ii) set out the facts upon which the dispute or complaint is based;
 - (iii) identify the provisions of the Statement relevant to the dispute or complaint;
 - (iv) have annexed copies of all correspondence and background information relevant to the dispute or complaint; and
 - (v) contain any particulars of the quantification of the dispute or complaint.

12.2 Committee to meet

- (a) Upon the giving or receipt of the notification in clause 12.1(b) (as the case may be), the Chairperson must immediately give the Committee Members a notice convening a meeting of the Building Management Committee to discuss the matter to be held on the next Business Day being at least 3 Business Days after the notice of the meeting.
- (b) The Building Management Committee must meet at the time specified in the notice, unless otherwise agreed by Unanimous Resolution, to discuss and mutually reach a decision on the matter.

12.3 Referral of Dispute

- (a) If the matter is not settled within 28 Business Days from the time of giving or receipt of the notification in clause 12.1(b) (which period may be extended by the written consent of the complainant and the Building Management Committee) by mediation or conciliation between the parties to the dispute, then the complainant may request the Chairperson to immediately give notice convening a further meeting of the Building Management Committee to discuss whether the dispute or complaint be referred within a further period of 10 Business Days to an arbitrator appointed in accordance with clause 12.4.
- (b) The Building Management Committee must meet at the time specified in the notice, to discuss and by Unanimous Resolution decide if the dispute or complaint should be so referred.



SP75520

12.4 Referral to Arbitration

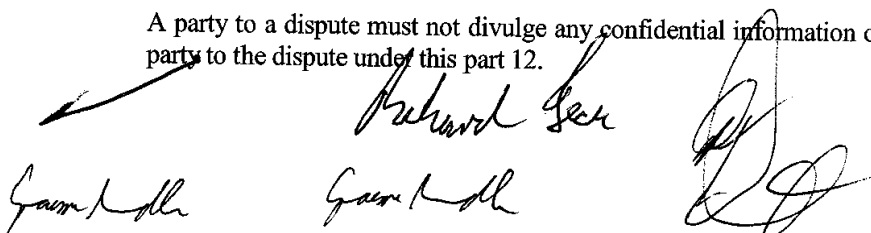
- (a) If a Unanimous Resolution to refer the matter under clause 12.3 is not achieved, then a party to the dispute may within a period of 14 Business Days from the meeting referred to in clause 12.3 submit the dispute for resolution in accordance with this clause 12.4.
- (b) The parties to the dispute must endeavour to agree to and then jointly appoint and refer the dispute for resolution by a Senior Lawyer.
- (c) If the parties to the dispute cannot agree under clause 12.4(b) within 14 days from the meeting referred to in clause 12.3, a party to the dispute may request the President of the Bar Association of New South Wales to appoint a Senior Lawyer to determine the dispute.
- (d) An appointed Senior Lawyer acts as an expert and not as an arbitrator and the Senior Lawyer's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties to the dispute.
- (e) Within 7 days of written request by the Senior Lawyer, each party to the dispute must provide to the Senior Lawyer and the other parties to the dispute all relevant information in its possession and must use all reasonable endeavours to ensure that its employees, agents and consultants are available to provide further information required by the Senior Lawyer. If a party to the dispute makes a written submission to the Senior Lawyer it must at the same time provide a copy of the submission to the other parties to the dispute.
- (f) The Senior Lawyer may appoint an expert consultant to advise on any aspect of the dispute.
- (g) The Senior Lawyer must resolve the dispute and notify the parties of the resolution within 1 month from the date of the Senior Lawyer's appointment or within such other period as the Senior Lawyer reasonable determines.
- (h) No party to the dispute may commence or maintain any action whether by way of legal proceedings or arbitration relating to the dispute until it has been resolved under this clause.

12.5 No moneys to be withheld

Provided the Building Management Committee has complied with its obligations in this Statement in relation to the matter the subject of the complaint or dispute, moneys that are or become due and payable by a party to a dispute under this Statement must not be withheld because of referral of the dispute under clause 12.4, complaint under clause 12.3 or because of arbitration proceedings.

12.6 Information Confidential

A party to a dispute must not divulge any confidential information obtained from another party to the dispute under this part 12.



PART C
OTHER MATTERS

SP75520

Part 13

13. OBLIGATIONS AND RIGHTS OF THE PARTIES

13.1 General Obligations of the Owners

The Owners must:

- (a) ensure the Building Management Committee is and remains properly constituted in accordance with the Management Act and this Statement;
- (b) ensure the Strata Manager and any Facilities Manager carries out their respective obligations under this Statement;
- (c) not do anything to hinder the implementation of the decisions made by the Building Management Committee;
- (d) ensure that the Building is efficiently managed to a high standard;
- (e) promptly pay contributions for Shared Facilities, Shared Areas and other amounts payable under this Statement; and
- (f) ensure that the Building Management Committee implements its decisions.

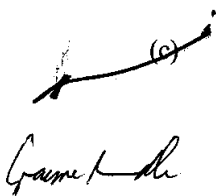
13.2 Nature of Owner's Obligations

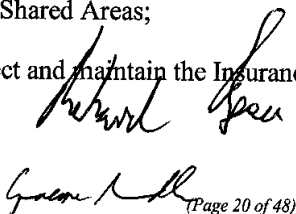
- (a) The obligations of the Owners under this Statement are several and not joint and accordingly no Owner incurs a liability to another party by reason only of the default of one of the other Owners.
- (b) Each Owner must promptly comply with its obligations contained or implied in this Statement.
- (c) An Owner must not interfere with services used by the other Owners or persons in the Building.

13.3 Obligations of the Building Management Committee

The Building Management Committee must:

- (a) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities including ensuring that the policies and guidelines contained in the Maintenance Plan are adhered to at all times;
- (b) ensure the proper control, management, administration and maintenance of the Shared Areas;
- (c) effect and maintain the Insurance;




(Page 20 of 48)



- (d) implement decisions made by the Building Management Committee;
- (e) prepare the plan for the Refurbishment Works referred to in clause 14.2;
- (f) carry out its obligations in respect of maintenance agreements in accordance with clause 10.3 and administer all Approved Maintenance Agreements.

13.4 Appointing a Strata Manager

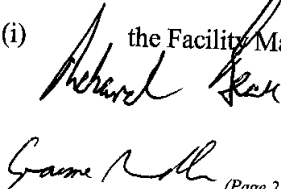
- (a) The Building Management Committee must appoint a Strata Manager, and may delegate to that person the duties (or some of them) referred to in clause 13.3 together with the functions of its office bearers, but this delegation will not relieve the Building Management Committee of its obligations under this Statement.
- (b) The Strata Manager must be a licensed strata managing agent as required by the Management Act.
- (c) The Building Management Committee must have a written agreement with the Strata Manager that has provisions about:
 - (i) the Strata Manager's remuneration, including any remuneration that it shall receive from the Building Management Committee in consideration for the Strata Manager undertaking the duties (or some of them) referred to in clause 13.3 ;
 - (ii) the conditions of the Strata Manager's appointment; and
 - (iii) the functions delegated to the Strata Manager by the Building Management Committee.
- (d) The Building Management Committee may continue to exercise the functions it delegates to the Strata Manager.
- (e) The decision as to the identity of the Strata Manager must be made by Unanimous Resolution.

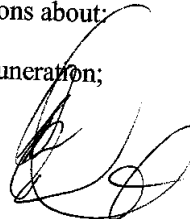
13.5 Appointing a Facilities Manager

- (a) The Building Management Committee may appoint a Facilities Manager, and may delegate to that person the duties (or some of them) referred to in clause 13.3, but may not delegate the functions of its office bearers or any of the functions delegated to the Strata Manager. Any delegation will not relieve the Building Management Committee of its obligations under this Statement.
- (b) The Facilities Manager must be properly qualified and have the appropriate experience to perform its duties.
- (c) The Building Management Committee must have a written agreement with the Facilities Manager that has provisions about:

- (i) the Facility Manager's remuneration;







- (ii) the conditions of the Facility Manager's appointment; and
- (iii) the functions delegated to the Facility Manager.
- (d) The Building Management Committee may continue to exercise the functions it delegates to the Facilities Manager.
- (e) The decision to appoint a Facilities Manager and the decision as to the identity of the Facilities Manager must be made by Unanimous Resolution.

13.6 Release

Each Committee Member:

- (a) is liable for all things they do or fail to do and the consequences of the actions or failure in occupying or using parts of the other Committee Member's property; and
- (b) releases the other Committee Members from any costs, claims or liability. This release does not apply to costs, claims or liability caused or substantially contributed to by the Committee Member otherwise entitled to the benefit of the release.

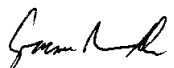
In this clause 13.5, a reference to a Committee Member includes the Committee Member's Representative, contractors, employees and agents.

13.7 General Covenants

- (a) The Building Management Committee must not without the prior written consent of the Committee Member(s) affected (which consent must not be unreasonably withheld) do or allow to be done or to remain done any act or thing (including without prejudice to the generality of the foregoing the construction of any new building, extensions of the Building or other works or improvements) which would substantially and adversely affect the accessibility of the Building to the occupants.
- (b) The Building Management Committee must not without the prior written consent of the Committee Member(s) affected allow to be done or to remain done any act or thing which would reduce alter or impact upon the common areas existing at the date of this Statement in such a way as to substantially and adversely affect a Committee Member's (or their tenant's) use or enjoyment of their Stratum.

13.8 Shared Facilities

Each of the Owners acknowledge that each of the Shared Facilities is owned by the owner of the lot (or lots in the Building) in which the relevant Shared Facility, or part thereof as the case may be, is located within the Building. Notwithstanding such ownership, the obligation to repair and maintain the Shared Facilities remains with the Building Management Committee as specified in this Statement.

Richard Brown
Part 14



SP75520

14. MAINTENANCE, REPAIR, RENOVATION AND REFURBISHMENT

14.1 Obligations on Building Management Committee

In carrying out its obligations under this Statement, the Building Management Committee shall;

- (a) adopt and adhere to the policies set out in the Maintenance Plan;
- (b) take into account the requirements of, and comply with the relevant provisions of, the Heritage Act 1977 and the Central Sydney Heritage Local Environmental Plan 2000 (as may be amended or replaced from time to time); and,
- (c) take into account the policies and principles in the Conservation Management Plan having special regard to the following policies contained in the Conservation Management Plan (extract only);

- (i) *Policy 2 – The Conservation Management Plan for the Scots Church and Assembly building shall be endorsed as the main guide to future planning, management and work for this Building;*

- (ii) *Policy 5 – Heritage management expertise should be enlisted to guide any future work proposals (other than minor works or routine maintenance) affecting:*

The exterior of the building;

The general planning and layout of accommodation in the building;

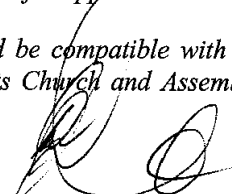
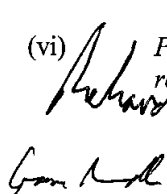
Proposals affecting fabric of the 1929 building eg: major penetrations partitioning of the spaces, additional structural elements, removal of significant fabric and removal of windows.

- (iii) *Policy 6 – Copies of the final Conservation Plan shall be endorsed by the building owner and retained on the premise for reference purposes.*

- (iv) *Policy 8 – The Conservation Management Plan should be reviewed every 5 years and shall take into consideration any new information or data as it becomes available. This review shall be made by a qualified heritage consultant.*

- (v) *Policy 9 – Any proposal for further works to the Scots Church and Assembly building should be accompanied by a Statement of Heritage Impact prepared by a heritage consultant and submitted to Sydney City Council for approval.*

- (vi) *Policy 10 – Future use should be compatible with the historic role and character of the Scots Church and Assembly building*



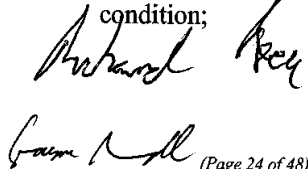
SP75520

and its unique setting, and respect the surviving significant building fabric, both exterior and interior.

- (vii) *Policy 11 – The building owner's property management unit and other personnel involved in management of the building should be informed about the background information, Statement of Significance and policies contained in this Conservation Plan.*
- (viii) *Policy 12 – The property management framework should incorporate a heritage management component requiring the owners to take into account the Conservation and Management plan in future decision making. This responsibility should pass to any new owners as a condition of sale or transfer of title.*
- (ix) *Policy 14 – A preventive maintenance schedule should be prepared, setting out the scope and intervals of inspections and identifying requirements for special expertise in traditional building technologies. A systematic record of the location, scope, time and personnel involved is to be kept for all maintenance undertaken at the Scots Church and Assembly Building.*
- (x) *Policy 15 – Only persons who are qualified and experienced in treating the relevant building materials shall be employed and supervision should be consistent.*
- (xi) *Policy 28 – Systematically indexed and stored graphic and written records are to be kept by the building owners to record all physical changes to the Scots Church and Assembly Building.*

14.2 Owner responsible for own stratum lot.

- (a) Each Owner must:
 - (i) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Owner's stratum lot (with the exception of any Shared Facilities or Shared Areas within that stratum lot which are the responsibility of the Building Management Committee);
 - (ii) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Owner's stratum lot and to the extent they are not Shared Facilities or Shared Areas which are the responsibility of the Building Management Committee under this Statement) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound/structural and fully operational and working condition;


SP75520

- (iii) 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 (with the exception of any Shared Facilities or Shared Areas within that stratum lot which are the responsibility of the Building Management Committee); and
- (iv) allow the other Owners at reasonable times on reasonable notice to enter the Owner's stratum lot so as to access items within their own stratum lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access that stratum lot or another stratum lot pursuant to any Easement in order to carry out maintenance, repairs, inspections, tests, renewals and renovations.

- (b) In carrying out its functions in clause 14.2(a), each Owner must take into account the requirements of, and comply with the relevant provisions of, the Heritage Act 1977 and the Central Sydney Heritage Local Environmental Plan 2000 (as may be amended or replaced from time to time).

14.3 Failure of Stratum Lot Owner to carry out its obligations

14.3.1 If an Owner does not carry out its obligations under clause 14.2 then the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 14.2, including:

- (a) carrying out work on the Owner's stratum lot to do anything the Owner has failed to do under clause 14.2;
- (b) enter the Owner's stratum lot with or without tools and equipment and remain there for the period of time for that purpose.

14.3.2 In exercising its rights under this clause, the Building Management Committee must:

- (a) ensure that all work is done properly;
- (b) cause as little interference as practical to any occupier of the Owner's stratum lot;
- (c) cause as little damage as possible to the Owner's stratum lot and any improvements on it; and
- (d) if damage (being damage arising because the Owner's stratum lot has not complied with clause 14.2) is caused, restore the Owner's stratum lot as nearly as practicable to the condition it was in before the damage occurred.

14.3.3 Except where urgent work is required, the Building Management Committee must:

- (a) before exercising its rights under clause 14.3.2, by written notice, give the Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;

- (b) give the Owner reasonable notice of intention to enter the Owner's stratum lot.

14.3.4 The costs of the Building Management Committee undertaking any works in accordance with this clause 14 shall be a debt payable by the defaulting Owner to Building Management Committee on demand.

14.4 Upgrading and Redevelopment

SP75520

14.4.1 Owners' Acknowledgment

- (a) The Owners agree and acknowledge that in addition to and in compliance with the requirements of this Statement, the Building will require upgrading from time to time, and the Site may need to be redeveloped.
- (b) The Owners agree not to unreasonably withhold their consent to any application by an Owner to the relevant authority to carry out any upgrading or redevelopment work, so long as the proposed upgrading or redevelopment works are in accordance with the requirements of Sydney City Council or any other Governmental Agencies or the Maintenance Plan.

14.4.2 Owners' rights

Each Owner may, in its absolute discretion and at its sole cost, upgrade or redevelop the part of the Building that it owns.

14.4.3 Owners to meet

The Owners must, at intervals of not less than five years commencing on the date of this Statement, convene a meeting of the Building Management Committee to discuss the state of the whole of the Building including the exterior of the Building, Shared Facilities and Shared Areas. If the Committee by Unanimous Resolution decides to carry out upgrading works to the Building or redevelopment of the Site, it will request the Secretary to prepare a detailed plan to carry out the upgrading or redevelopment works.

14.4.4 Plan preparation

The Secretary must, if requested by the Building Management Committee by Unanimous Resolution, prepare detailed plans for the upgrading or redevelopment works including costings and funding arrangements, and submit the plan to the Committee Members for their consideration.

14.4.5 Consideration of plan

Within 42 days after the Secretary submits the plan to each Committee Member, the Building Management Committee must meet to consider the plan and to decide if the plan will be implemented. Any decision requires a Unanimous Resolution.

14.4.6 Effecting works

If the Building Management Committee reaches agreement under Clause 14.4.5, the Secretary must obtain any approvals required by statutory authorities for undertaking and completing the upgrading or redevelopment works, and engage contractors as

SP75520

necessary to complete the works. The Owners must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors.

14.4.7 Obligations

In carrying out its functions in this clause 14.4, the Building Management Committee must take into account the requirements of the Heritage Act 1977, the Central Sydney Heritage Local Environmental Plan 2000 (as may be amended or replaced from time to time) and the requirements of the Maintenance Plan.

14.4.8 Disputes

Any dispute regarding the upgrading and redevelopment works will be dealt with in accordance with Part 12.

Part 15

15. PAYMENTS

15.1 Contribution to Shared Costs and Shared Area Costs

- (a) Each Committee Member must contribute to the Shared Costs and Shared Area Costs in the manner set out in this part 15.
- (b) Each Committee Member must pay to the Building Management Committee (or the Strata Manager) its Share of the Shared Costs for each Shared Facility and Shared Area Costs for each Shared Area.

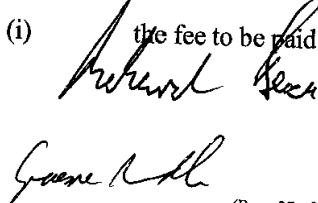
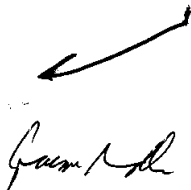
15.2 Payment of Shared Costs

The Shared Costs and Shared Area Costs and other costs and expenses incurred under this Statement must be paid in accordance with this part 15 unless otherwise specified in this Statement or agreed by the Building Management Committee by Unanimous Resolution.

15.3 Budget

- (a) The Building Management Committee (or the Strata Manager if the Building Management Committee has appointed a Strata Manager under clause 13.4) must determine the Budget for each 12 month period commencing on 1 July in any year. For the period from the date of this Statement until the immediately following 30th day of June the Budget will be proportioned accordingly.
- (b) The Budget must be based on the Building Management Committee's (or the Strata Manager's) estimate, give reasonable details and include itemised estimated monetary requirements and expenditures of the costs for the 12 month period of:

- (i) the fee to be paid to the Strata Manager;



SP75520

- (ii) the Shared Costs (with a break up of the applicable part of the Shared Costs);
 - (iii) the Shared Area Costs (with a break up of the applicable part of the Shared Area Costs);
 - (iv) the Insurance; and
 - (v) any other cost that the Building Management Committee determines as appropriate.
- (c) The Budget must contain itemised details of:
- (i) each item or matter for which each Committee Member is responsible to contribute to;
 - (ii) each Committee Member's proportion of a particular matter or item; and
 - (iii) the amount of that proportion.
- (d) The Building Management Committee must establish 2 funds for contributions:
- (i) a capital works fund to pay for renewals or replacements of Shared Facilities and Shared Areas; and
 - (ii) an administrative fund to pay:
 - (A) the day to day expenses of operating and maintaining Shared Facilities and the Shared Areas;
 - (B) administrative costs and other costs that are not capital works fund costs;
 - (C) the Insurances;
 - (D) the fees payable to the Strata Manager and the Facilities Manager; and
 - (E) any other amounts determined by the Building Management Committee to be paid into this fund.

15.4 Payment by Committee Members

- (a) The Budget must be submitted to each Committee Member by 1 September in each year together with a notice of the amount that each Committee Member is responsible for in the 12 month period to which the Budget relates.
- (b) Upon receipt of the Budget, each Committee Member must pay to the Building Management Committee (or the Strata Manager) the payments referred to in paragraph (a) in respect of that 12 month period by equal

Gaume

Gaume

quarterly instalments in advance, no later than the 14th day of October, January, April and July of each year of the Statement excluding the first and last payments which must be proportionate if necessary.

- (c) If at any time during the 12 month period to which the Budget relates, an amount on account of Shared Costs and/or Shared Area Costs becomes payable but cannot be paid by the Strata Manager because the amounts paid to the Strata Manager by the Committee Members in accordance with paragraph (b) above are insufficient to allow payment of such amount, the Strata Manager may require each Committee Member to forward to the Strata Manager a cheque in favour of the person to whom the amount is owed (or such other person nominated by the Strata Manager) for that Committee Member's Share of the amount and each Committee Member shall promptly forward such a cheque to the Strata Manager.

15.5 Statement

As soon as practicable (but no later than 42 days) after the expiration of each 12 month period, the Building Management Committee (or the Strata Manager) must provide each Committee Member with a duly audited Payment Notice specifying the amounts for which each Committee Member is responsible and which were incurred during that 12 month period. The Payment Notice must give reasonable details.

15.6 Adjustments

Within 14 days of the receipt by a Committee Member of the Payment Notice referred to in clause 15.5, the Committee Member must pay to the Building Management Committee (or the Strata Manager) the difference (if any) between the amount paid by that Committee Member in accordance with clause 15.4 and the amount specified in the Payment Notice. If there has been an overpayment by a Committee Member, that amount must be credited against the Committee Member's proportion for the next ensuing quarter.

15.7 Defaulting Committee Member

- (a) If a Committee Member fails to comply with a valid notice under clause 15.4(a) or a Payment Notice under clause 15.5, then that Committee Member is not a Defaulting Committee Member until:
- (i) the Building Management Committee (or the Strata Manager) serves on the Committee Member a further notice containing particulars of the default and requiring the Committee Member to remedy the default within 14 days of service of that notice; and
 - (ii) the Committee Member has failed to pay the Building Management Committee (or the Strata Manager) the moneys necessary to remedy the default within 14 days of service of that notice.
- (b) The Building Management Committee (or the Strata Manager) is not entitled to serve on a Committee Member a notice under paragraph (a)(i) if:

SP75520

- (i) that Committee Member has served a notice seeking clarification of an amount in accordance with clause 15.9 and is complying with the requirements of that clause; or
- (ii) the Building Management Committee has failed to comply with its obligations in this Part 15.

15.8 Rights on default by a Committee Member

- (a) Subject to clause 15.7 if a Committee Member to whom a notice has been given either under clause 15.4(a) or 15.5 is a Defaulting Committee Member the following paragraphs apply.
- (b) The Building Management Committee (or the Strata Manager) must give to the Defaulting Committee Member a notice informing the Defaulting Committee Member that it is in breach of clause 15.4(b) or 15.6.
- (c) If a notice is given as contemplated by paragraph (b), then the Committee Member who is not the Defaulting Committee Member may pay to the Building Management Committee the monies otherwise payable by the Defaulting Committee Member.
- (d) The money payable by the Defaulting Committee Member may be recovered by the other Committee Member(s) who have paid money under subparagraph (b) from the Defaulting Committee Member as a debt due and owing together with interest at the rate of 2% per annum above the overdraft rate from time to time charged by the Commonwealth Bank of Australia on commercial loans of \$100,000. The interest is to be computed on a daily basis from the date on which the payment under clause 15.4(a) or 15.6 was due and the interest is chargeable until payment in full. A certificate by the non-defaulting Committee Member to the Defaulting Committee Member as to the amount payable by the Defaulting Committee Member is prima facie evidence of that fact.

15.9 Clarification

- (a) If a Committee Member requires clarification of an amount it is required to pay under clause 15.4 or clause 15.5, it must, within 10 days of receipt of the relevant notification, notify the Building Management Committee (or the Strata Manager) in writing of the matter or matters it requires to be clarified.
- (b) The written notice referred to in paragraph (a) must:
 - (i) identify the matter or matters it requires to be clarified;
 - (ii) set out any facts upon which the need for clarification is based;
 - (iii) contain any further relevant particulars.
- (c) Upon receipt of the notification in clause 15.9(a), a meeting of the Building Management Committee must be held to discuss the matter (regardless of whether notice of the meeting has been issued) on the next Business Day

Garrett

Garrett

[Signature]

SP75520

SP75520

which is the 7th Business Day after the giving of the notice under paragraph (b).

- (d) If the matter is not settled within 14 days from the time of receipt of the notice to the Building Management Committee under paragraph (b) then the procedures in Part 12 apply.

15.10 Records and Books

- (a) The Building Management Committee (or the Strata Manager) must cause proper records and books of account to be kept of all of the amounts payable under this Statement and must enter all matters and transactions usually entered in books of account kept by property managers.
- (b) The records and books of account will be kept at the office of the Building Management Committee (or the Strata Manager) and must be available during normal business hours (upon reasonable notice) for inspection by a Committee Member or an Owner.

15.11 Application of Payment

The Building Management Committee (or the Strata Manager) must deposit all amounts received from Committee Members by the Building Management Committee (or the Strata Manager) under this Part 15 into the funds referred to in clause 15.3(d) and must apply all amounts towards the payment of all invoices, statements and accounts relating to the Shared Facilities and/or Shared Areas for which such amounts were paid.

15.12 Surplus funds

The Building Management Committee may distribute surplus funds in the accounts referred to in clause 15.3(d) in shares determined by the Building Management Committee.

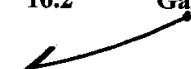
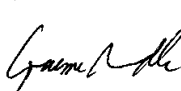
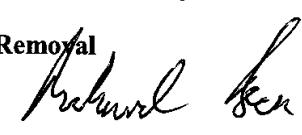
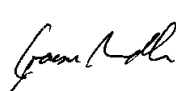
Part 16

16. CLEANING

16.1 Cleaning of Windows

- (a) Each Committee Member must arrange at its cost for all exterior glass in its part of the Building (including the Residential/Retail Common Property and being a part affected by the Statement) to be cleaned on a regular basis.
- (b) By Unanimous Resolution the Building Management Committee may arrange for the cleaning of the windows in the Building on behalf of the Committee Members, in which case the Building Management Committee must ensure that all reasonable costs incurred by the Building Management Committee are paid in accordance with Part 15 by the respective Committee Members in the proportions as agreed by the Committee Members prior to engaging the Building Management Committee to arrange for the cleaning of the windows.

16.2 Garbage Removal



SP75520

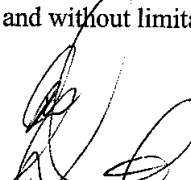
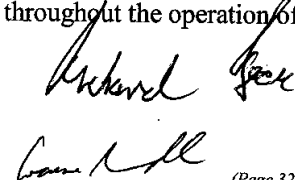
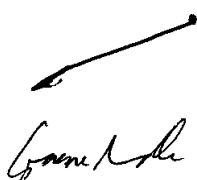
- (a) Each Committee Member is responsible for the correct disposal of its rubbish from its respective allocated garbage room within its stratum.
- (c) Each Committee Member must ensure that its garbage room is kept clean and free of vermin at all times and that the removal of rubbish is undertaken in such manner as to cause the least disturbance and inconvenience to Owners and the other Committee Member.
- (d) By Unanimous Resolution, the Building Management Committee may resolve for the removal of rubbish on behalf of each of the Committee Members in which case the Building Management Committee must ensure that all reasonable costs incurred by the Building Management Committee are paid in accordance with Part 15 by each Committee Member in the proportions as agreed by the Committee Members prior to engaging the Building Management Committee to arrange for the removal of the rubbish.

Part 17

17. INSURANCE AND INDEMNITY

17.1 Required Insurance

- (a) The Building Management Committee must ensure that the following insurances in accordance with the Management Act and this Statement are effected and maintained:
 - (i) a damage policy in accordance with the Management Act;
 - (ii) machinery breakdown insurance for each Shared Facility which is not covered by warranty;
 - (iii) workers compensation if required by Law;
 - (iv) public and product liability insurance for each Shared Facility and each Shared Area limited to not less than \$20,000,000 (or such other minimum amount as is determined by a Unanimous Resolution) for any one claim.
- (b) All policies are to be taken out with an Approved Insurer in the joint names of each Committee Member and if applicable any mortgagee holding under a registered mortgage, for their respective rights and interests.
- (c) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be held by the Building Management Committee (or the Strata Manager) and certified copies must be supplied to each Committee Member on request.
- (d) The Building Management Committee must ensure that adequate and appropriate insurance is obtained in relation to the Building at all times throughout the operation of this Statement and without limitation must:



- (i) review the Insurances from time to time but not less than once in every 2 year period;
- (ii) have the Building valued for insurance purposes by a qualified valuer at least once every 48 months; and
- (iii) ensure that an appropriate allowance is incorporated in the amount of cover under each Insurance to allow for cost increases which may occur during the period of the Insurance.

17.2 Method of Effecting Insurance

The insurance office or company with which the Insurance is to be effected and the amount of the Insurance to be effected and the items to be insured must be determined by the Building Management Committee by Unanimous Resolution no later than 1 month prior to the renewal date of the relevant Insurance.

17.3 Basis of Apportionment

Premiums for the Insurance are to be paid by the Committee Members in the proportions as required by the Management Act and as set out in Schedule B.

17.4 Total Destruction of the Building

In the event of the Building being totally destroyed or damaged so extensively to render the repair or making good of such damage impractical or undesirable the following alternatives will apply:

- (a) The Committee Members must, from the insurance moneys available and to the extent this may be insufficient from their own moneys in the relevant proportions, reinstate the Building substantially in accordance with its original design; or
- (b) If the Committee Members agree, acting reasonably, that the Building is to be rebuilt to a different design and agree upon the plans and specifications relating to that different design, then the Committee Members will from the insurance moneys available and to the extent that this may be insufficient from their own moneys, in the relevant proportions, prepare the land for the new building and then construct the building in accordance with the agreed plans and specifications; or
- (c) If the Committee Members agree, acting reasonably, that:
 - (i) the Building is not to be reinstated, and
 - (ii) the Building is not to be rebuilt to a different design,

the Committee Members must promptly demolish the Building and clear the land of all improvements, structures, rubbish and debris and following the demolition and clearance being carried out to the satisfaction of the Committee Members, then no Committee Member or Owner will have any claim against any other Committee Member or Owner and, without limitation,

SP75520

Gorm Rd

Gorm Rd

SP75520

none of the Parties Bound will have any right against any Committee Member or other Parties Bound by this Statement under this Clause 17.4.

- (d) If the Committee Members acting reasonably are unable to reach agreement under paragraph (b) or (c), then paragraph (a) applies.

17.5 Partial Destruction

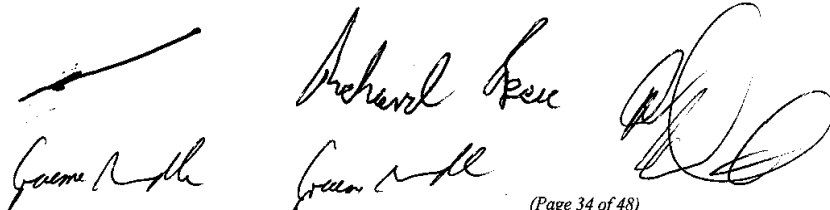
In the event of the Building or any part of the Building being partially destroyed or damaged the Committee Members will, from the insurance moneys available and, to the extent that this may be insufficient from their own moneys, in the relevant proportions, repair, replace and make good the whole of the destroyed or damaged portion of the Building as nearly as possible to the condition in which it was immediately prior to the damage or destruction with modifications as the Committee Members agree, acting reasonably, or as may be required by some competent authority.

17.6 Additional Insurance Provisions

- (a) All moneys received by the Building Management Committee and settlement of any claim under the Insurance will be paid into a bank agreed by the Building Management Committee or, in default of agreement, into a bank determined under Part 12, in an account in the names of the Committee Members jointly in the same proportions that the Insurances are paid.
- (b) The money will be held in that account and will be applied by the Owners in the following order of priorities:
- (i) first in payment to an Owner in the relevant proportions of all expenditure, directly or indirectly associated with the rebuilding or demolition and clearing or repairing, replacement and making good, as the case may be, of the Building; and
- (ii) as to any balance must be equitably apportioned between the Owners having regard to their respective interests in the Building at the date immediately prior to the incident giving rise to the insurance claim.
- (c) For the purposes of this Clause 17.6 the relevant proportion in the case of damage will be determined having regard to the part or parts of the Building which has been damaged. In the case of total destruction the relevant proportion will be determined in accordance with Schedule B.

17.7 Insurance not to be avoided

An Owner must not at any time do permit or omit or suffer to be done committed or omitted any act, matter or thing upon the Building or bring or keep anything on the Building so that any Insurance may be rendered void or voidable or the rate or premium of any Insurance be liable to be increased unless, in the latter case, the relevant Owner promptly pays all additional premiums required.



SP75520

17.8 Indemnity

Each Owner agrees that where its agents, contractors, employees, members and servants are permitted to occupy and use any part of another Owners' property in the Building those parties will:

- (a) do so at their own risk; and
- (b) release to the extent not excluded by law the other Owners, their agents, contractors, employees and servants from any:
 - (i) claims and demands of every kind;
 - (ii) liability which may arise in respect of any accident or damage to property or death of or injury to any person in or near these other Owners' property in the Building;

except to the extent the damage, death or injury is caused or contributed to by the negligence of that Owner or its agents, contractors, employees, members or servants.

Part 18

18. SIGNS

18.1 External Appearance of Residential/Retail Building

The Owners Corporation may not alter the external appearance of the Residential/Retail Building except in accordance with a decision of the Building Management Committee subject to the right of the Owners Corporation to affix or exhibit any sign, light, advertisement, name or notice as set out in clause 18.4.

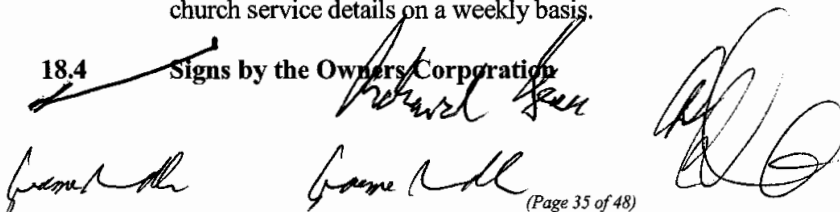
18.2 External Appearance of Church Stratum

The Church Owner may not alter the external appearance of the Church Stratum except in accordance with a decision of the Building Management Committee subject to the right of the Church Owner to affix or exhibit any sign, light, advertisement, name or notice as set out in clause 18.3.

18.3 Signs by the Church Owner

The Church Owner may without the prior consent of the Building Management Committee (subject to the obtaining of consent to do so from Council and other relevant regulatory bodies who have jurisdiction over the Building) affix or exhibit any sign, light, advertisement, name or notice to the interior of the Church Stratum or to the exterior of the Church Stratum provided in the case of the exterior that such signs, lights, advertisements, names or notices relate directly or is ancillary to the use of the Church Stratum and is of such size, illumination and colour as to be reasonably in keeping with the aesthetics and architecture of the Building. Such a sign may include a notice board which provides church service details on a weekly basis.

18.4 Signs by the Owners Corporation



SP75520

- (a) The Owners Corporation may without the prior consent of the Building Management Committee (subject to the obtaining of consent to do so from Council and other relevant regulatory bodies who have jurisdiction over the Building) affix or exhibit any sign, light, advertisement, name or notice to the interior of the Residential/Retail Building provided it is not substantially visible from outside the Residential/Retail Building or to the exterior of the Residential/Retail Building provided in the case of the exterior that such sign, light, advertisement, name or notice relates directly or is ancillary to the use of the Common Property or, in the case of any of the lots in the Residential/Retail Building with retail or commercial use, relates to directly or is ancillary to the use of the subject lot and is of such size, illumination and colour as to be reasonably in keeping with the aesthetics and architecture of the Building.
- (b) By way of clarification, the registered proprietors or occupiers of any of the lots in the Residential/Retail Strata Scheme with retail or commercial use, shall be entitled to erect signage, subject to the obtaining of consent to do so from the council and other relevant regulatory bodies who have jurisdiction over the Building, and subject to the obtaining of consent from the Owners Corporation, without the consent of the Building Management Committee, provided such signage relates to directly or is ancillary to the use of the subject lot and is of such size, illumination and colour as to be reasonably in keeping with the aesthetics and architecture of the Building

18.5 Maintenance of Signage

- (a) The Owners shall be solely responsible for the repair and maintenance of any signage erected by or on behalf of the Owner or, in the case of the Owners Corporation, by any of the registered proprietors of the lots in the Residential/Retail Strata Scheme, and shall ensure that at all times such signage is maintained to a high level.
- (b) In the event that Owners fails to adequately maintain any signage in accordance with clause 18.5(a), the Building Management Committee shall be at liberty to either remove or repair such signage at the cost of the Owner who has failed to adequately maintain the signage.
- (c) The Owners indemnify each other against any cost or loss suffered as a result of the installation of the signage or its failure to adequately maintain any signage.

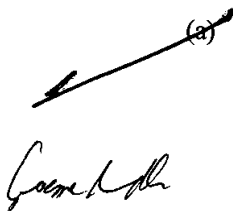
Part 19

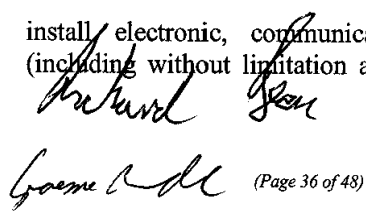
19. SATELLITE DISH AND COMMUNICATION EQUIPMENT

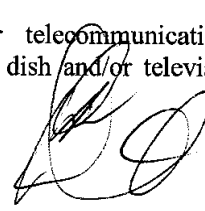
19.1 Communications Equipment

The Owners Corporation grants to the Church Owner, subject to the provisions contained in this clause 19, (at no cost to it other than installation costs) a licence to:

- (a) install electronic, communications or telecommunications equipment (including without limitation a satellite dish and/or television antenna or




(Page 36 of 48)



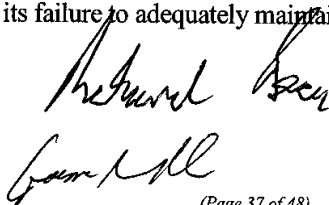
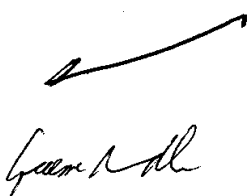
antennae) (in this clause called "Communications Equipment") on that part of the Common Property of the Residential/Retail Building comprising the roof (the "Roof"); and / or,

- (b) run cables off, or connect to, any Communications Equipment that may be installed by the Church Owner on the Roof;
- (c) run cables off, or connect to, any Communications Equipment that may be installed by the Owners Corporation on the Roof for use by the registered proprietors and occupiers of the lots contained in the Residential/Retail Building for shared general use by the occupants of the Church Stratum; and/or
- (d) install cables and other equipment in the riser in the Residential/Retail Building in connection with any Communications Equipment installed by the Church Owner on the Roof.

19.2 Installation Rights

- (a) The rights of the Church Owner to install Communications Equipment on the Roof in accordance with Clause 19.1 are subject to the following conditions:
 - (i) the installation of or connection to the Communications Equipment does not unreasonably interfere with the use of any existing Communications Equipment installed by the Owners Corporation on the Roof;
 - (ii) the Church Owner has obtained consent from the council and any other relevant regulatory bodies who have jurisdiction over the Retail/Residential Building for the installation of the Communications Equipment; and
 - (iii) the design and placement of the Communications Equipment is in keeping with the appearance of the Residential/Retail Building and other equipment installed by the Owners Corporation on the on the Roof.
- (b) The Church Owner shall be solely responsible for the repair and maintenance of any Communications Equipment installed by or on behalf of the Church Owner on the Roof or in the riser and shall ensure that at all times such equipment is maintained.
- (c) In the event that Church Owner fails to adequately maintain any Communications Equipment in accordance with clause 19.2(b), the Owners Corporation shall be at liberty to either remove or repair such equipment and recover the cost of the Church Owner.
- (d) The Church Owner indemnifies the Owners Corporation against any cost or loss suffered as a result of the installation of any Communications Equipment or its failure to adequately maintain any Communications Equipment.

SP75520



Part 20

SP75520

20. ACCESS TO BUILDING

20.1 Committee Member's Right to Access

- (a) A Committee Member may access parts of the Building to do things required by this Statement and allowed under an Easement if, except in an emergency (where no notice is required), reasonable notice is given to the other Committee Members.
- (b) Unless this Statement says otherwise, a Committee Member must pay all costs associated with gaining access to parts of the Building under this clause.
- (c) Anything done under this clause must take account of and not adversely affect an occupier or tenant under a lease of part of the Building.

20.2 Building Management Committee's Right to Access

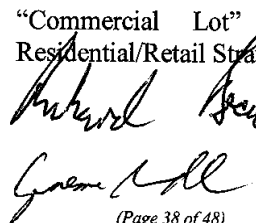
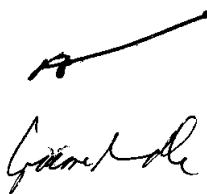
- (a) In an emergency the Building Management Committee may do anything on or in the Building which should have been done by a Committee Member under this Statement but which the Committee Member has not done or done properly.
- (b) If the Building Management Committee exercises its right under this clause then, at the cost of the Committee Member who has not done what is required, the Building Management Committee persons, authorised by it or a servant provider may enter that part of the Building and the remain there for as long as is necessary.
- (c) The Building Management Committee or the Committee Members or persons authorised by the Building Management Committee or a service provider are not liable for damage arising out of the exercise of any rights under this clause other than damage caused maliciously or negligently.
- (d) Anything done under this clause must take account of and not unreasonably and adversely affect a tenant under a lease for part of the Building.

Part 21

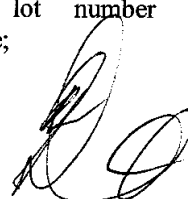
21. ACCESS BY CHURCH OWNER OVER COMMERCIAL LOT & RESIDENTIAL / RETAIL BUILDING

21.1 Access by Church Owner over Commercial Lot 149

- (a) In this clause:
 - (i) "Commercial Lot" means lot number 149 in the Residential/Retail Strata Scheme;



(Page 38 of 48)



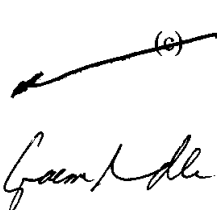
SP75520

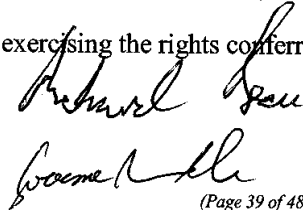
- (ii) "Commercial Lot Owner" means the registered proprietor from time to time of the Commercial Lot (and includes any mortgagee in possession).
- (iii) "Light Fittings" means all light fittings and associated equipment.
- (b) The Commercial Lot Owner grants to the Church Owner, subject to the provisions of this clause, at no cost to the Church Owner, the right and licence at all times to go, pass and repass (either with or without workmen, contractors and equipment) over those parts of the Commercial Lot reasonably required to be accessed by the Church Owner to enable the Church Owner to access that part of the Church Building comprising the stained glass window and the area behind the stained glass window for the purposes of inspecting, installing, repairing, maintaining, renewing or replacing the Light Fittings and the stained glass window and for the purpose of replacing the light bulbs.
- (c) In exercising the rights conferred by this clause, the Church Owner must:
 - (i) cause as little damage as is practicable to the Commercial Lot and Residential/Retail Building;
 - (ii) make good any damage caused to the Commercial Lot and Residential/Retail Building;
 - (iii) give the Commercial Lot Owner not less than 72 hours notice of its intention to exercise its rights in this clause; and
 - (iv) undertake such works promptly and in such a manner as to cause as little inconvenience as possible to the Commercial Lot Owner or any occupier of the Commercial Lot.

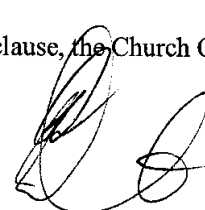
21.2 Access by Church Owner over Residential/Retail Building

- (a) In this clause "Light Fittings" means all light fittings and associated equipment.
- (b) The Owners Corporation grants to the Church Owner, subject to the provisions of this clause, at no cost to the Church Owner, the right and licence at all times to go, pass and repass (either with or without workmen, contractors and equipment) over those parts of the Common Property reasonably required to be accessed by the Church Owner to enable the Church Owner to access that part of the Church Building comprising the stained glass window, the area behind the stained glass window and the ceiling space above the assembly hall (that is accessed through an access hatch in the corridor located on the Common Property on Level 2) for the purposes of inspecting, installing, repairing, maintaining, renewing or replacing the Light Fittings and the stained glass window and for the purpose of replacing the light bulbs.

(c) In exercising the rights conferred by this clause, the Church Owner must:




(Page 39 of 48)



SP75520

- (i) cause as little damage as is practicable to the Residential/Retail Building;
- (ii) make good any collateral damage caused to the Residential/Retail Building;
- (iii) give the Commercial Lot Owner not less than 72 hours notice of its intention to exercise its rights in this clause; and
- (iv) undertake such works promptly and in such a manner as to cause as little inconvenience as possible to the owners and occupiers of lots within the Residential/Retail Strata Scheme.

Part 22

22. POWER SHARING

Should the Church Owner wish to install an airconditioning system or other electrical system within the Church Building that requires additional power beyond the capacity available to the Church Building at the date of this Statement, the Owners' Corporation shall use its best endeavours to enable the Church Owner to share in the power supply available to the Residential/Retail Building provided such power sharing does not substantially and detrimentally affect the operation of the Residential/Retail Building.

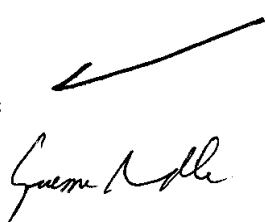
Part 23

23. PERMITTED USAGE

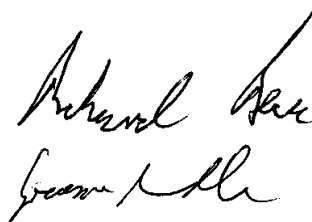
- (a) The Owners Corporation shall use their best endeavours to ensure that the Carstacker is not used by anyone other than an occupant, tenant or resident of a lot within the Residential/Retail Strata Scheme.
- (b) The Church Owner shall use their best endeavours to ensure that car spaces allocated for use of the Church Owner, (by way of Easement over that part of the Common Property of the Residential/Retail Strata Scheme as shown in the stratum plan), are not used by anyone other than an approved occupant, tenant or visitor of the Building.
- (c) The Owners shall use their best endeavours to ensure that the service spaces located in the Building for service and loading purposes are used only for such purposes.
- (d) The Owners Corporation shall use their best endeavours to ensure that the residential lots within the Residential/Retail Strata Scheme are used and occupied for the sole purpose of permanent residential accommodation as a "residential building" as defined in the Central Sydney Local Environmental Plan 1996 .

- (e) The Parties Bound acknowledge that the restrictions on the Owners contained in this Part 23 may only be released, varied or modified by the City of Sydney Council or its successor.

SP75520



Guernodde



Richard Lee
Guernodde



SP75520

SCHEDULE A

SHARED FACILITIES

1. DEFINITIONS

The following abbreviations and definitions are used:

"**Building**" means the improvements erected on the Land (and the Strata Scheme) and including the basement level car parking, the Carstacker, the 12 levels of residential units, the lower ground floor retail / commercial levels and the Church.

"**No. 1**" means the Owners Corporation.

"**No. 2**" means the Church Owner.

"**Responsibility**" means the responsibility for the carrying out or arranging for the carrying out of maintenance, repair and replacement of the relevant Shared Facility and Shared Area and the collection of the costs from the relevant parties associated with the running, maintenance, repairing and replacement of that Shared Facility and Shared Area.

"**Share**" means the percentage of the:

- (a) Shared Costs for a Shared Facility; and
 - (b) Shared Area Costs for a Shared Area,
- to be paid by an Owner.

2. PERCENTAGES

In order to establish the Share, the percentages used have been calculated as follows:

(a) **Area Based Percentage**

In respect of the Shared Facilities in this Schedule and the fee to be paid to the Manager the Share is based on the Floor Area figures.

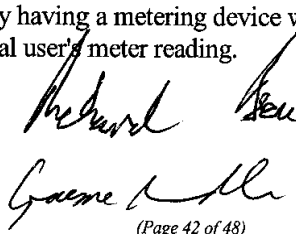
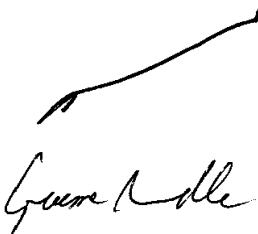
In respect of the Shared Areas in clause 2 of this Schedule the Share is based on the Floor Area figures.

(b) **Insurance Percentage**

In respect of the Insurance set out in Schedule B the Share is based on the replacement cost.

(c) **Metered Facilities**

A facility having a metering device will be charged out in accordance with the individual user's meter reading.


(Page 42 of 48)

SUMMARY OF ALL SHARED FACILITIES

1. FIRE SERVICES

Annual certification is required for Fire Protection Services.

- 1.1 Sprinkler system including sprinkler tank, pumps and booster connection hydrant system and booster connection, hose reel system and portable fire extinguishers, fire alarm monitoring, AS 1668 controls, access panels, fire doors, smoke doors, fire dampers, emergency warning and intercommunication system, emergency lighting and exit signs

Location: Throughout the Building.

Purpose: Fire protection purposes.

Maintenance: Periodic inspection and testing at appropriate intervals.

Access: 24 hour for emergencies.

Certification: Annual.

Party	No.1	No. 2
Share:	87.4	12.6
Responsibility:	Building Management Committee.	

2. HYDRAULIC SERVICES

- 2.1 Sub-soil drainage and pumps, town mains and water tanks, domestic water pressurisation systems, sanitary and drainage connections, stormwater collection system, gas supply and mains to meters

Location: Throughout the Building with plant primarily positioned in plant rooms and basements.

Purpose: Provide systems of waste collection and discharge and water supply to the Building.

Maintenance: Periodic.

Access: As appropriate for servicing.

Party	No.1	No. 2
Share:	87.4	12.6
Responsibility:	Building Management Committee.	

3. MECHANICAL SERVICES

- 3.1 Car park ventilation systems (excluding the Carstacker)

Goemee Piller

Goemee Piller

(Page 43 of 48)

[Signature]

SP75520

Location: The Basement and plant rooms.

Purpose: Provide ventilation and smoke removal in the case of fire in the basement level.

Maintenance: Monthly.

Access: As appropriate for servicing.

Party	No.1	No. 2
Share:	87.4	12.6

Responsibility: Building Management Committee.

3.2 Miscellaneous ventilation and airconditioning systems servicing switch rooms and service rooms (where applicable)

Location: Throughout the Building, primarily in the plant rooms and basement.

Purpose: Provide ventilation and smoke removal in the case of fire.

Maintenance: Monthly.

Access: As appropriate for servicing.

Party	No.1	No. 2
Share:	87.4	12.6

Responsibility: Building Management Committee.

4. ELECTRICAL SERVICES

4.1 Main incoming supply, site main switchboard and stairwell lighting

Location: Installed throughout the Building.

Purpose: Provides electricity supply and artificial lighting to stairwells.

Maintenance: Periodic.

Access: As required.

Party	No.1	No. 2
Share:	87.4	12.6

Responsibility: Building Management Committee.

Garrett *Richard* *Garrett* *Richard*

(Page 44 of 48)

5. ACCESS CONTROL SYSTEM

SP75520

5.1 Car park access control

A comprehensive maintenance contract will be entered into for the maintenance and repairs of all car park access equipment.

Location: Car park areas.

Purpose: Maintenance of car park access equipment.

Maintenance: Periodic.

Access: 24 hours required for maintenance and breakdown repairs.

Party	No.1	No. 2

Share:	100	0

Responsibility: Building Management Committee.

6. COMMUNICATIONS

6.1 Lead in Cables, Main Distribution Frame, Distribution to Intermediate Distribution Frames

Location: Lead in cables and main distribution frame.

Purpose: The junction box for the telephone services for each stratum to connect to the external network.

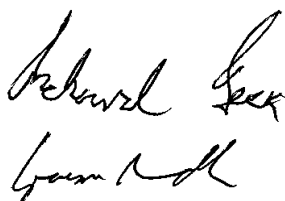
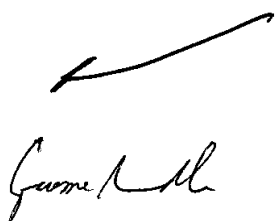
Maintenance: Regular.

Access: 24 hours required for maintenance and breakdown repairs.

Party	No.1	No. 2

Share:	87.4	12.6

Responsibility: Building Management Committee.



SUMMARY OF ALL SHARED AREAS

1. SANDSTONE FACADE

Location: Basement level, levels 1-5 and part level 6 of the Building.

Purpose: Access.

Maintenance: Periodic inspection.

Access: 24 hour.

Party	No.1	No. 2
Share:	81.0	19.0
Responsibility:	Building Management Committee.	

2. BUILDING MANAGEMENT SERVICES (including cleaning)

Location: Throughout the Building.

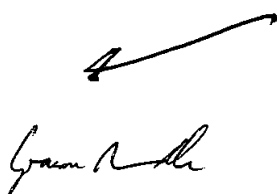
Purpose: Access.

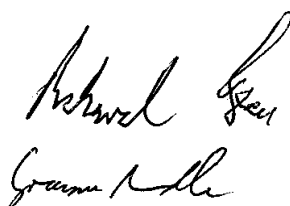
Maintenance: Periodic inspection.

Access: 24 hour.

Party	No.1	No. 2
Share:	87.4	12.6
Responsibility:	Building Management Committee.	

SP75520







SCHEDULE B

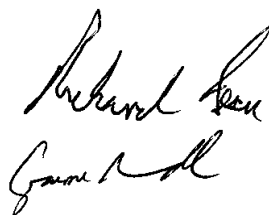
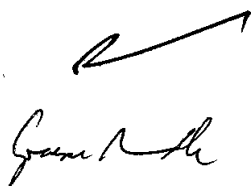
SP75520

Fee to Manager

Party	No.1	No.2
Share:	87.4	12.6

Insurance Percentage

Party	No.1	No.2
Share:	99.4	0.6



**EXECUTED by SCOTS CHURCH
DEVELOPMENT LIMITED**
ACN 091 686 323
in accordance with Section 127 of the
Corporations Act 2001 in the presence of:



Director

NORMAN PHILLIP CAREY

Name of Director (print)

Director / Secretary

GRAEME JOHN RUNDLE

Name of Director / Secretary (print)

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 059 663 136
BY ITS DULY APPOINTED ATTORNEYS

BREIT LENNANE

Signature

**SIGNED by CAPITAL FINANCE
AUSTRALIA LIMITED ACN**
by the party's attorney in the presence of:

MARK CORSEY

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

Signature

Witness

M. CAUSEWOOD
Witness **MARTIN CAUSEWOOD**

Name of Witness (print)

Name of Attorney (print)

**EXECUTED by YORK STREET
MEZZANINE PTY LIMITED**
ACN 090 631 057
in accordance with Section 127 of the
Corporations Act 2001 in the presence of:



Director

Richard Palmer Beck
Director

Name of Director (print)

Director / Secretary

GRAEME JOHN RUNDLE

Name of Director / Secretary (print)

SP75520

REGISTERED 29-11-2005

Substitute Dealing

Time 1:45
Date 22/12/10
CSB2 /



AF708697G

REQUEST

New South Wales

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) STAMP DUTY

If applicable. Office of State Revenue use only

(B) LAND

Torrens Title

11/1086866 and ~~11/108686~~ CP/SP 75520 40

(C) REGISTERED
DEALING

Number

Torrens Title

(D) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

LLPN:

Grace Lawyers Pty Limited
DX 11508 SYDNEY DOWNTOWN
Tel: 02 9284 2700

CODE

Reference (optional): LYA:09/0230

(E) APPLICANT

THE OWNERS - STRATA PLAN NO. 75520 AND THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST

(F) NATURE OF
REQUEST

AMENDMENT TO STRATA MANAGEMENT STATEMENT

(G) TEXT OF
REQUEST

SEE ANNEXURE

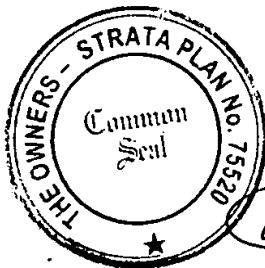
RELODGED

22 DEC 2010

TIME: 1:45

DATE

28, 10, 2010



Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: SIMON FRASER
Signatory's capacity: Solicitor for the Applicant

SIMON HUGH FRASER
C/- COLIN BIGGERS & PAISLEY
LEVEL 42, 2 PARK ST, SYDNEY

Prod 115F 21/12/10
11/1086866 VDI

**BUILDING MANAGEMENT COMMITTEE D.P NO. 108686
ANNEXURE TO REQUEST FORM**

The Building Management Committee DP No 108686 UNANIMOUSLY RESOLVE to amend the Strata Management Statement applicable to it on the following terms:

1. Clause 18 – Signs

Clause 18 is to be amended:

- (a) by repealing clause 18 in its entirety;
- (b) by inserting in lieu thereof the following clause 18;

"18.1 External Appearance of Residential/Retail Building

An Owner may not alter the external appearance of the Residential/Retail Building except in accordance with a decision of the Building Management Committee, subject to the rights of an Owner to affix or exhibit any sign, light or advertisement, name or notice as permitted by clauses 18.4 and 18.6 (a) and (b).

18.2 External Appearance of Church Building

The Church Owner may not alter the external appearance of the Church Building except in accordance with a decision of the Building Management Committee, subject to the rights of the Church Owner to affix or exhibit any sign, light or advertisement, name or notice as permitted by clauses 18.5 and 18.6 (c).

18.3 Signage on any masonry walls

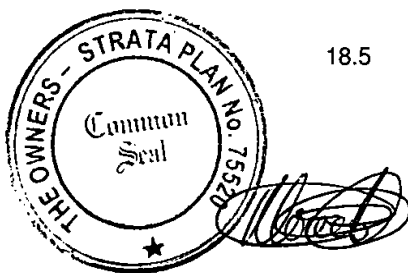
Subject to clauses 18.4 and 18.5, no signage may be affixed to or erected on any masonry walls wheresoever on or at the Building.

18.4 Permitted signage for Owners Corporation

Notwithstanding anything contained in this Statement, the Owners Corporation shall be permitted to exhibit the sign reading "Portico" and affix it to the masonry northern pillar to the left hand side of the main entrance to the Residential/Retail Building on York Street, Sydney, in the location depicted and referenced as "OC1" on the photograph identified as "P3" attached hereto and marked **Annexure "A"**.

18.5 Permitted signage for Church Owner

Notwithstanding anything contained in this Statement, the Church

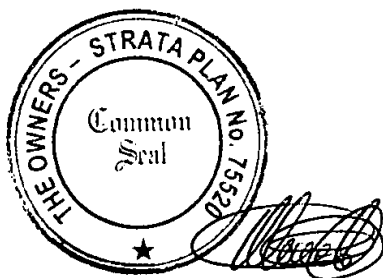


BUILDING MANAGEMENT COMMITTEE D.P NO. 108686 ANNEXURE TO REQUEST FORM

Owner shall be permitted to exhibit the blue signboard and affix it to the masonry eastern pillar to the right hand side of the main entrance of the Church Building on Margaret Street, Sydney, in the location and in a form reasonably similar to that depicted and referenced as "C4" on the photograph identified as "P5" attached hereto and marked **Annexure "B"**.

18.6 Signage on windows and doors

- (a) **(Lots 149 & 151 of the Strata Plan)** No signage is permitted on the external windows forming part of Lots 149 and 150 of the Strata Plan.
- (b) **(Lots 150, 152 and 153 of the Strata Plan)** Signage to external windows forming part of Lots 150, 152, 153 is permitted only as follows:
 - (i) Lot 150 of the Strata Plan – Signage in white and/or gold lettering in the bottom northern most glass pane facing Margaret Lane, Sydney, in the location and in a form reasonably similar to that more particularly depicted and referenced as "150/1" on the photograph identified as "P1" attached hereto and marked **Annexure "C"**;
 - (ii) Lot 152 of the Strata Plan– Window signage as existing in the location and in a form reasonably similar to that more particularly depicted and referenced as "152/1" and "152/2" on the photograph identified as "P5" attached hereto and marked **Annexure "B"**;
 - (iii) Lot 153 of the Strata Plan– Signage existing in half the window pane in the western most window facing Margaret Street, Sydney, as more particularly depicted and referenced as "153/1" on the photograph identified as "P5" attached hereto and marked **Annexure "B"** and signage existing to half a window pane in one east facing window as more particularly depicted and referenced as "153/2" on the photograph identified as "P6" attached hereto and marked **Annexure "D"**;
- (c) **(Church Owner)** The Church Owner is permitted to exhibit and retain existing signage on:
 - (i) the entrance door to York Street, Sydney, more particularly depicted and referenced as "C1" on the photograph identified as "P4" attached hereto and marked **Annexure "E"**;
 - (ii) the main entry door in Margaret Street, Sydney, more particularly depicted and referenced as "C2" on the photograph identified as "P5" attached hereto and marked **Annexure "B"**; and



**BUILDING MANAGEMENT COMMITTEE D.P NO. 108686
ANNEXURE TO REQUEST FORM**

- (iii) the windows on either side of the main entry door in Margaret Street, Sydney, more particularly depicted and referenced as "C3" on the photograph identified as "P5" attached hereto and marked **Annexure "B"** and "C5" on the photograph marked "P6" attached hereto and marked **Annexure "D"**.

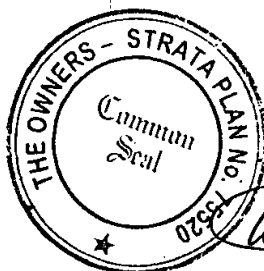
18.7 Compliant signage

For signage to be compliant under this Statement, the relevant Owner must:

- (a) obtain written approval for the location, type and size of the signage from the Building Management Committee, such approval to consider the conditions and restrictions of this clause and not to be unreasonably withheld;
- (b) obtain and comply with all necessary approvals/permits/consents from any Authority and provide a copy to the Building Management Committee;
- (c) ensure that the dimensions of the approved signage do not exceed those existing or specifically approved under this clause;
- (d) ensure that any signage is in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building in the reasonable opinion of the Building Management Committee; and
- (e) ensure that signage is not illuminated without the prior written approval of the Building Management Committee, provided that if such illumination is approved, it must be undertaken in such a way that the relevant Owner bears the sole costs of the electrical illumination costs and so as not to cause nuisance or hazard to any other person.

18.8 Conditions

- (a) **Installation, repair, maintenance, replacement, removal of signage**



When carrying out any installation, repair, maintenance, replacement or removal of signage, an Owner must:

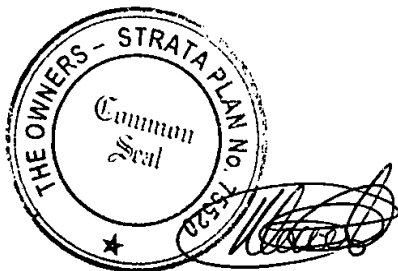
**BUILDING MANAGEMENT COMMITTEE D.P NO. 108686
ANNEXURE TO REQUEST FORM**

- (i) ensure that their employees, contractors or agents advise the Building Management Committee or other nominated representative of the Building Management Committee that they are on the premises for the purpose of conducting works under this Statement and must obey the reasonable directions of the Building Management Committee;
- (ii) effect and maintain Insurance and provide a copy to the Building Management Committee;
- (iii) use duly licensed employees, contractors or agents to conduct the installation, repair, maintenance, replacement or removal of the signage;
- (iv) transport all construction materials, equipment and debris as reasonably directed by the Building Management Committee;
- (v) protect all affected areas of the Building and all other areas reasonably likely to be affected from damage;
- (vi) ensure that the installation, repair, replacement or removal not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time at its sole cost; and
- (vii) not vary any signage approved under this clause without first obtaining the consent in writing from the Building Management Committee.

(b) Ongoing obligations

An Owner, in respect of its signage:

- (i) must maintain, keep in good and serviceable repair and replace, if necessary, any signage installed by them;
- (ii) must maintain and upkeep those parts of the Building in contact with the signage;
- (iii) remains liable for any damage to the Building arising



**BUILDING MANAGEMENT COMMITTEE D.P NO. 108686
ANNEXURE TO REQUEST FORM**

out of or in connection with the signage including the use, display, installation, repair, maintenance, replacement or removal of the signage;

- (iv) must repair and/or reinstate the Building or personal property of the Building Management Committee to its original condition if the signage is removed, replaced or relocated; and
- (v) indemnifies and shall keep indemnified the Building Management Committee, its officers, employees, contractors and agents for and against any costs or losses whatsoever arising out of or for or in connection with the use, display, installation, repair, maintenance, replacement or removal of the signage (or any ancillary item), including in respect of the property of the Owner.

(c) Property of Owner

Any signage under this by-law will always remain the property of the respective Owner.

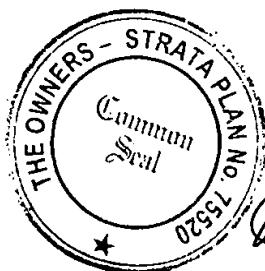
(d) Default by Owner

If an Owner fails to comply with any obligation under this clause, then the Building Management Committee may:

- (i) remove the signage;
- (ii) carry out all work necessary to perform that obligation;
- (ii) enter upon any part of the Building to carry out that work; and
- (iii) recover the costs of carrying out that work from the defaulting Owner.

18.9 Definitions

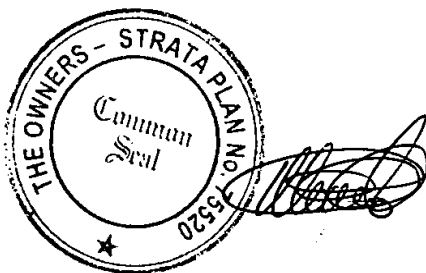
For the purposes of this statement:



A handwritten signature in black ink, appearing to be "M. D. D." or similar, written over a horizontal line.

**BUILDING MANAGEMENT COMMITTEE D.P NO. 108686
ANNEXURE TO REQUEST FORM**

- (a) any reference to signage includes all ancillary items including electrical equipment, props, stands, screws, nails, glue or other item used for or in connection with the signage and any obligation under this clause applies to those or other items;
- (b) "**Authority**" means any government, semi-government, statutory, public or other authority having any jurisdiction over the Building including the City of Sydney Council;
- (c) **Insurance** means:
 - (i) contractor's all risk insurance (including public liability insurance) in the sum of \$20,000,000;
 - (ii) workers' compensation insurance; and
 - (iii) such other insurance as the Building Management Committee may deem prudent; and
- (d) "**Owner**" means the Owners Corporation, the Church Owner or the owner of any of the lots in the Residential/Retail Strata Scheme having retail or commercial use as the case may require".



C 28772

NOV 12 2 43 1936



New South Wales
Memorandum of Transfer
 (Real Property Act 1900)

See 126
11.2.6
17/1/72

The Honourable Ernest Albert Buttenshaw the Minister for Public Works of the State of New South Wales the Constructing Authority duly constituted by the Sydney Harbour Bridge Act 1922 for the purposes of that Act and the Public Works Act 1912 (herein called transferrer) 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 Ten shillings (10/-) (the receipt whereof is hereby acknowledged) paid to him by the Trustees of the Presbyterian Church of Australia in the State of New South Wales (herein called transferee) in exercise of the power conferred upon him as such Constructing Authority as aforesaid by Section 98 Sub-section 1 of the Public Works Act 1912 as amended by the Sydney Harbour Bridge Act 1922, do hereby transfer to the transferee all such his Estate and Interest in All the land mentioned in the Schedule following:-

C 28772

PLAN REFILED IN
 PLAN ROOM AS F.
 183754

County	Parish	State if whole or part	Vol.	Fol.
Cumberland	St Phillip	Whole	4289	221

Except and reserving unto the transferrer his successors and assigns as appurtenant to the remainder of the lands vested in the transferrer as such Constructing Authority as aforesaid full free and uninterrupted right and liberty to construct lay use and for ever maintain in over upon through or under the land shown edged blue upon the plan hereunto annexed (being part of the land hereby transferred) a line or lines of cables and for wires for the transmission of electrical energy together with all such guys fittings and appliances in connection therewith as the transferrer shall think necessary or proper And a tunnel or chamber (hereinafter termed the cable chamber) of such materials and so constructed as the transferrer shall deem proper for the accommodation of the said cables and for wires guys fittings and appliances And full and free right and liberty for the purposes aforesaid or any of them at all reasonable times with or without surveyors agents servants and workmen horses carts carriages motors and other vehicles material machinery and other persons and things to enter into and upon go return pass and repass under the said land shown edged blue upon the said plan And to do such other incidental

1837

things as may be reasonably necessary in the premises for the purposes aforesaid and as the transferor shall think fit. And also except and reserving unto the transferor his successors and assigns as appurtenant to the remainder of the lands vested in the transferor as such Constructing Authority as aforesaid the exclusive and full and free right and liberty to construct lay use and for ever maintain in over upon through and under the land shown edged red upon the plan herunto annexed (being another part of the land hereby transferred) a line or lines of railway in approach to the Sydney Harbour Bridge And a tunnel or tunnels (hereinafter referred to as the said tunnel or tunnels) so constructed and of such material as the transferor shall deem proper for the accommodation of the said line or lines of railway And such other railway works and appliances as by the Transferor his successors or assigns shall be considered necessary or conducive to the safe or more convenient working of the said line or lines of railway or the passage of trains cars carriages or other vehicles electric or otherwise through the said tunnel or tunnels. Together with the right at all times hereafter by night or by day to run on or over the said line or lines of railway trains cars carriages or other vehicles electric or otherwise and to use the said line or lines of railway for the purpose of carrying passengers thereover and for all other purposes connected with the conduct and management of the New South Wales Government Railways And together also with power to the Transferor his successors and assigns and his and their engineers surveyors agents servants and workmen at all times to enter (with or without engines machinery building materials and other articles and things) into and upon the land hereby transferred and the buildings erected thereon for the purpose of satisfying themselves by inspection that the covenants hereinafter contained have been and are being observed and performed and for the further purpose of carrying out and executing such works as in the opinion of the Transferor his successors or assigns may be necessary for renewing repairing or altering and for securing the uninterrupted user of the said line or line of cables and for wires or the guys fittings and appliances connected therewith or the cable chamber or the said line or lines of railway or the said tunnel or tunnels or the said Railway works or appliances And it is hereby agreed and declared that the Transferor shall incur no liability to compensate the corporation its successors or assigns for any loss injury damage or depreciation occasioned by noise vibration or otherwise resulting from the exercise of any of the rights and powers aforesaid And the Transferee for itself and its successors and assigns covenants with the Transferor his successors and assigns That neither the Transferee nor its assigns shall make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Transferor

his successors or assigns or the Government of the said State for or in respect of any damage or loss occasioned by noise, vibration or otherwise resulting from the exercise of any of the rights and powers hereby granted or occasioned by the letting down, subsidence or lateral movement of the land hereby transferred, howsoever caused. And that no building or erection whatsoever shall be raised or constructed on the said land hereby transferred or any part thereof until the plans and specifications thereof and the designs for the same and for the foundations thereof and the materials and mode of construction thereof have first been submitted to and approved in writing by the Transferor his successors or assigns. And that no building or erection raised or constructed upon the said land hereby transferred shall exceed one hundred and fifty feet in height from the level of the adjoining pavement to the level of the parapet of any such building or erection. And that the weight super imposed upon the roof of the said tunnel or tunnels shall not in the erection or subsequent use of any building or other erection raised or constructed upon the said land hereby transferred exceed five tons per square foot. And that any excavation for basement purposes adjoining the outer walls of the said tunnel or tunnels shall not be taken lower than the said walls except for column footings unless the said walls are under pinned to the satisfaction in all respects of the Transferor his successors or assigns. And that no new building shall be constructed upon the said land hereby transferred nor shall any alteration or addition be made to any building thereon unless and until the Transferee its successors or assigns shall have taken all possible precautions to the satisfaction of the Transferor his successors or assigns to prevent damage being done to the cable chamber or to the said Railway or Railway Works or appliances. And that if the Transferee its successors or assigns or its or their agents servants tenants or workmen shall do or suffer to be done any act or thing which may injure or damage the cable chamber or the said Railway or Railway Works or appliances or any portion thereof or any stock matter or thing being in the cable chamber or upon the said Railway or Railway works it or they shall pay and bear the costs of repairing and making good all such injury or damage to the satisfaction of the Transferor his successors or assigns. And that the Transferee its successors or assigns shall from time to time and at all times hereafter indemnify and keep indemnified the Transferor his successors and assigns from and against all such injury or damage done to the cable chamber or to the said Railway and Railway works or appliances or any portion thereof or to any stock matter or thing being in the cable chamber or upon the said Railway or Railway Works by the Transferee its successors or assigns or its or their agents servants tenants or workmen and from and against all actions claims demands costs damages and expenses which may be brought against or

made upon the Transferor his successors or assigns or which he or they may pay incur sustain or be put to by reason of any loss of life or injury or damage to any person or persons or property occurring upon the said Railway or Railway Works and caused by or arising from any act or omission on the part of the Transferor or its agents servants tenants or workmen And it is hereby agreed and declared that the benefit of the foregoing covenants shall be appurtenant to the easements hereby reserved And that the land which is to be subject to the burden of such covenants is the land hereby transferred And that the said covenants or any of them may be released varied or modified by the Transferor or his successors with the consent of His Excellency the Governor for the time being of the said State of New South Wales.

Encumbrances etc referred to.

The Reservations and conditions contained in the within mentioned Crown Grant.

Signed at Sydney the Thirteenth day of October one thousand nine hundred and thirty.

Signed in my presence by the
Transferor who is personally known
to me and whose Official Seal
was hereunto affixed

E. J. Butterfield

E. J. Butterfield



Accepted and I hereby certify this
Transfer to be correct for the
purposes of the Real Property
Act.

John Edwards
John Paterson
W. Courtenay
Rolandson
Transferree.

The Common Seal of the
Trustees of the Presbyterian Church
of Australia in the State of New
South Wales was hereunto affixed
pursuant to a Resolution passed
at a duly convened meeting of
the said Trustees in the presence of

Arthur H. Hurlingham
Solicitor
Sydney

C 28772

Copy by State Crown

Memorandum of Transact

5/4 per.

*in York Street City of Sydney
 Pl St Philip Co Cumberland*

*(Reserving easements in
 respect of cable chamber
 and railway lines and
 tunnels)*

Subject to Covenant

*Trustees of the Presbyterian
 Church of Australia
 the State of
 New South Wales* } 2 fee

Particulars entered in Register Book

*Tol 1289 Fol 221
 the 16th day of January, 1931 at
 the 15th day of December 1930 at
 4 o'clock in the afternoon
 the whole in the presence*

INDEXED
 CO. 11110
 BY M. 111
 CHURCH



	DATE	INIT.
SENT TO DRAFTING BRANCH		
RECEIVED FROM REGISTRAR	5.11.30	JS
DRAFT WRITTEN		
DRAFT EXAMINED		
RETD. TO M. 11110		
DRAFT FORWARDED		
RETURNED FROM M. 11110		
CERTIFICATE FORWARDED		
CERTIFICATE RECEIVED		
RECEIVED		
RECEIVED FROM REGISTRAR		

97-01TR



TRANSFER RELEASING EASEMENT

Real Property Act 1900



0610640H

40 H

Office of S

00*24

10/747498100 70 S021 S66022
270995 1705 G4 001854474/01

LAND TRANSFER M-S-N

D

- (A) **LAND**
Show no more than 20 References to Title

DOMINANT TENEMENT (Land Benefited)	SERVIENT TENEMENT (Land Burdened)
Easement in Gross (State Rail Authority of New South Wales as successor to Minister for Public Works)	Folio Identifier 1/235235 (formerly Volume 11001 Folio 149)

- (B) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	
115F	Colin Biggers & Paisley 140 Phillip Street SYDNEY DX 280 SYDNEY	TR OVER
REFERENCE (max. 15 characters): SHP 931926		

- (C) **EASEMENT**

Number	Nature of Easement
C28772 Book 1615 No. 329	Easement for Transmission Lines Easement for Transmission Lines

- (D) **TRANSFEROR**
(Registered Proprietor of dominant tenement)

STATE RAIL AUTHORITY OF NEW SOUTH WALES

- (E) acknowledges receipt of the consideration of\$55,000..... and as registered proprietor of the dominant tenement
TRANSFERS and RELEASES the abovementioned Easement to the TRANSFEE as registered proprietor of the servient tenement.

- (F) **TRANSFEE**
(Registered Proprietor of servient tenement)

THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST

- (G) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 1 SEP 1995

Signed in my presence by the Transferor who is personally known to me.

The Common Seal of STATE RAIL AUTHORITY
OF NEW SOUTH WALES was hereunto affixed
in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Signed in my presence by the Transferee who is personally known to me.

See annexure hereto

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

[Signature]
AUTHORISED OFFICER
Signature of Transferor

[Signature]
Signature of Transferee

S.H. FRASER - Solicitor
for Transferee

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

201
RB KB

LEG 10 approved regn

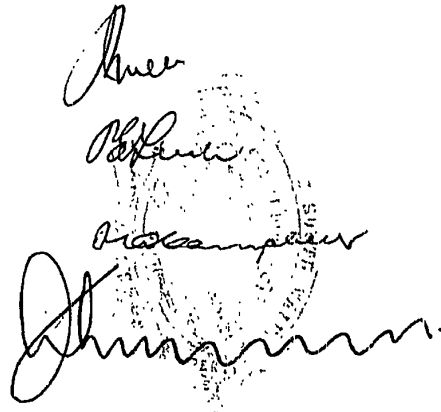
ANNEXURE TO TRANSFER RELEASING EASEMENT BETWEEN STATE RAIL AUTHORITY OF NEW SOUTH WALES AS TRANSFEROR AND THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST AS TRANSFEREE DATED 1 SEPTEMBER 1995.

Given under the Common Seal of
THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST

by JOHN MILL PETER EUGENE LUSH
IAN HUGH CAMPBELL NEIL COLQUHOUN

members of the Corporate Body in pursuance of
a resolution of such Body passed at a duly
convened meeting and in the presence of:

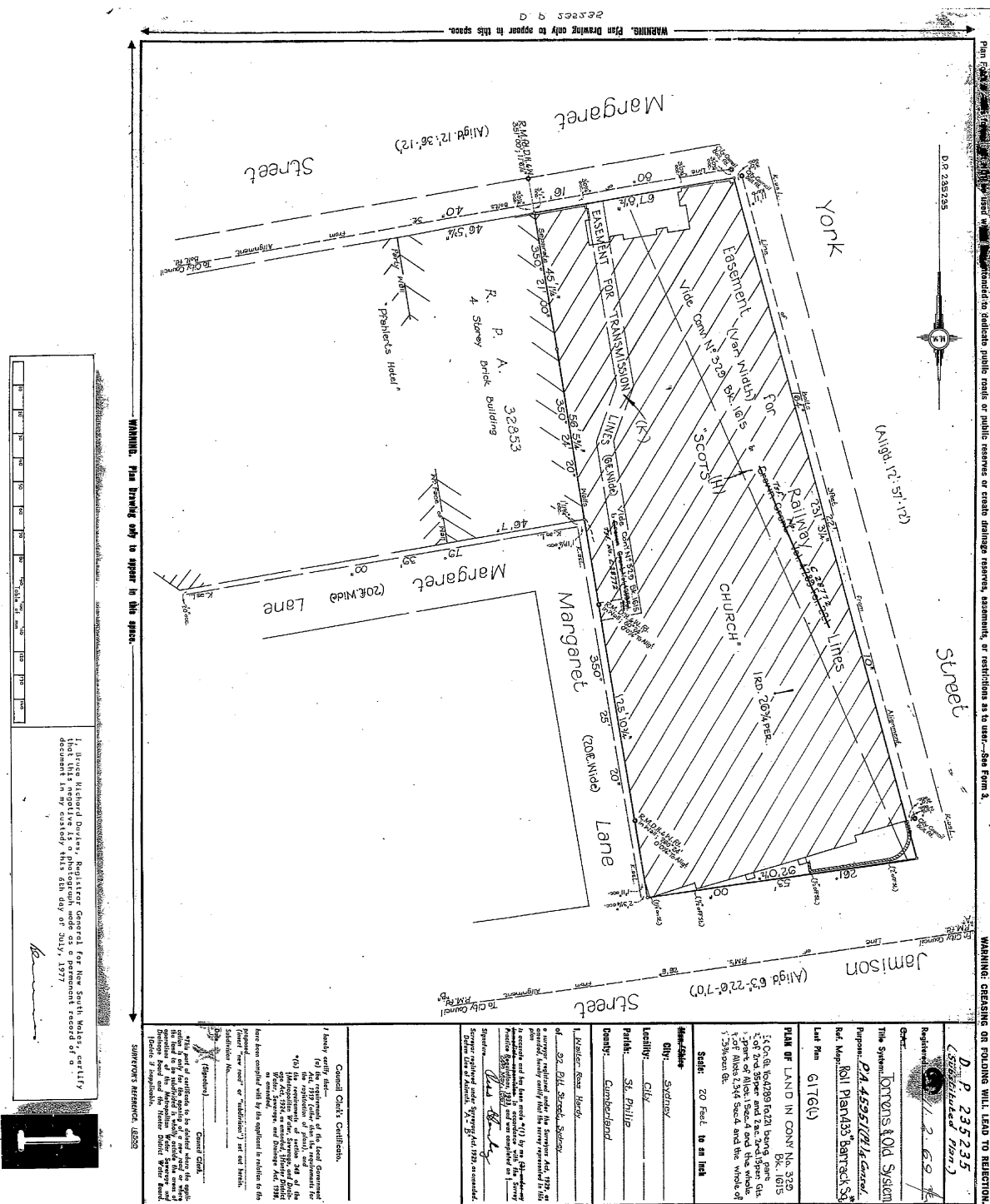
K. P. MAR
K. P. MAR
SECRETARY

The block contains several handwritten signatures in dark ink. A circular stamp is also visible, partially overlapping the signatures. The stamp appears to be an official seal or stamp of the Registrar-General's office, though the text within it is difficult to read clearly. The signatures are written in a cursive style.

REGISTRATION DIRECTION ANNEXURE

DO NOT USE BOTH SIDES OF THE FORM

[illegible][illegible]



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

[illegible]

No. 329

Book.

1615

This Deed

New South Wales
Five hundred and sixty
two pounds ten shillings
Stamp Duty
R 4. 11. 50 K.

made the third day of October

one thousand nine hundred and thirty Between

The Minister for Public Works of the State of

New South Wales as the Constructing Authority duly constituted by the Sydney Harbour Bridge Act 1922 for the purposes of that Act and the Public Works Act 1912

(hereinafter termed the Minister) of the one part and The Trustees of the

Presbyterian Church of Australia in the State of New South

Wales (hereinafter termed the Corporation) of the other part Whereas

by a Notification of Resumption published in the Government Gazette of

the fifth day of November one thousand nine hundred and twenty six ~

certain lands the property of the Corporation were resumed for the purposes

in the said Notification declared and by way of satisfying the claim for com-

~pensation which the Corporation had as a consequence of the resumption of the

said land as aforesaid it was agreed between the Minister and the Corpora-

tion that in addition to other considerations moving from the Minister to

the Corporation the Minister should convey to the Corporation in fee simple

the land described in the first Schedule hereunder written subject to the

exceptions reservations restrictions and conditions hereinafter appearing

Now this Deed witnesseth that in consideration of the premises the

Minister as Trustee and in exercise of the power conferred upon him as such

Constructing Authority as aforesaid by Section 98 Sub-section 1 of the Public

Works Act 1912 as amended by the Sydney Harbour Bridge Act 1922 doth

hereby convey unto the Corporation in fee simple All that piece or

parcel of land described in the first Schedule hereunder written Except

ing and excluding all mines or deposits of coal ironstone kerosene

shale limestone slate or other minerals under the said land And except

and reserving unto the Minister his Successors and assigns as appurten-

ant to the remainder of the lands vested in the Minister as such Construct

ing Authority as aforesaid full free and uninterrupted right and liberty to

construct lay use and for ever maintain in over upon through or under the

lands described in the second Schedule hereunder written (being parts of

the said land described in the said first Schedule hereunder written) a line

or lines of cables and/or wires for the transmission of electric energy together

with all such guys fittings and appliances in connection therewith as the Min

ister shall think necessary or proper And a tunnel or chamber (herein

after termed the cable chamber) of such materials and so constructed as the

Minister shall deem proper for the accommodation of the said cables and/or

wires guys fittings and appliances And full and free right and liberty for

the purposes aforesaid or any of them at all reasonable times with or without

surveyors agents servants and work-

men horses carts carriages motors

and other vehicles material mach-

inery and other persons and things

to enter into and upon go return pass

John Edwards
John Paterson
W. Cowan
Roland Fox
William H. Smith
Sydney

2 and re-pass under the said land described in the said second Schedule of land hereunder written And to do such other incidental things as may be reasonably necessary in the premises for the purposes aforesaid, and as the Minister shall think fit And also excepting and reserving unto the Minister his successors and assigns as appurtenant to the remainder of the lands vested in the Minister as such Constructing Authority as aforesaid the exclusive and full and free right and liberty to construct lay use and for ever maintain in over upon through and under the land described in the third Schedule hereunder written (being other parts of the said land described in the said first Schedule hereunder written) a line or lines of railway in approach to the Sydney Harbour Bridge And a tunnel or tunnels (hereinafter referred to as the said tunnel or tunnels) so constructed and of such materials as the Minister shall deem proper for the accommodation of the said line or lines of railway And such other railway works and appliances as by the Minister his successors or assigns shall be considered necessary or conducive to the safe or more convenient working of the said line or lines of railway or the passage of trains cars carriages or other vehicles electric or otherwise through the said tunnel or tunnels Together with the right at all times hereafter by night or by day to run on or over the said line or lines of railway trains cars carriages or other vehicles electric or otherwise and to use the said line or lines of railway for the purpose of carrying passengers thereover and for all other purposes connected with the conduct and management of the New South Wales Government Railways And together also with power to the Minister his successors and assigns and his and their engineers surveyors agents servants and workmen at all times to enter (with or without engines machinery building materials and other articles and things) into and upon the said land described in the said first Schedule hereunder written and the buildings erected thereon for the purpose of satisfying themselves by inspection that the covenants hereinafter contained have been and are being observed and performed and for the further purpose of carrying out and executing such works as in the opinion of the Minister his successors or assigns may be necessary for renewing repairing or altering and for securing the uninterrupted user of the said line or lines of cables and/or wires or the guys fittings and appliances connected therewith or the cable chamber or the said line or lines of railway and the said tunnel or tunnels or the said Railway works or appliances And it is hereby agreed and declared that the Minister shall incur no liability to compensate the Corporation its successors or assigns for any loss injury damage or depreciation occasioned by noise vibration or otherwise resulting from the exercise of any of the rights and powers aforesaid And the Corporation for itself and its successors and assigns covenants with the Minister his successors and assigns that neither the Corporation nor its assigns shall make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Minister his successors or assigns or the Government of the said State for or in respect of any damage or loss occasioned by noise vibration or otherwise resulting from the exercise of any of the rights and powers hereby granted or occasioned by the letting down

subsidence or lateral movement of the land hereby conveyed howsoever caused And that no building or erection whatsoever shall be raised or constructed on the said land described in the said first Schedule hereunder written or any part thereof until the plans and specifications thereof and the designs for the same and for the foundations thereof and the materials and mode of construction thereof have first been submitted to and approved in writing by the Minister his successors or assigns And that no building or erection raised or constructed upon the said land described in the said first Schedule hereunder written shall exceed one hundred and fifty feet (150') in height from the level of the adjoining pavement to the level of the parapet of any such building or erection And that the weight superimposed upon the roof of the said tunnel or tunnels shall not in the erection or subsequent use of any building or other erection raised or constructed upon the said land described in the said first Schedule hereunder written exceed five tons (5) per square foot And that any excavation for basement purposes adjoining the outer walls of the said tunnel or tunnels shall not be taken lower than the said walls except for column footings unless the said walls are under pinned to the satisfaction in all respects of the Minister his successors or assigns And that no new building shall be constructed upon the said land described in the said first Schedule hereunder written nor shall any alteration or addition be made to any building thereon unless and until the Corporation its successors or assigns shall have taken all possible precautions to the satisfaction of the Minister his successors or assigns to prevent damage being done to the cable chamber or to the said Railway or Railway Works or appliances And that if the Corporation its successors or assigns or its or their agents servants tenants or workmen shall do or suffer to be done any act or thing which may injure or damage the cable chamber or the said Railway or Railway Works or appliances or any portion thereof or to any stock matter or thing being in the cable chamber or upon the said Railway or Railway Works it or they shall pay and bear the costs of repairing and making good all such injury or damage to the satisfaction of the Minister his successors or assigns And that the Corporation its successors or assigns shall from time to time and at all times hereafter indemnify and keep indemnified the Minister his successors and assigns from and against all such injury or damage done to the cable chamber or to the said Railway and Railway Works or appliances or any portion thereof or to any stock matter or thing being in the cable chamber or upon the said Railway or Railway Works by the Corporation its successors or assigns or its or their agents servants tenants or workmen and from and against all actions claims demands costs damages and expenses which may be brought against or made upon the Minister his successors or assigns or which he or they may pay incur sustain or be put to by reason of any loss of life or injury or damage to any person or persons or property occurring upon the said Railway or Railway Works and caused by or arising from any act or omission on the part of the Corporation or its agents servants tenants or workmen And it is hereby agreed and declared that the benefit of the foregoing covenants shall be appurtenant to the easements hereby reserved And that the land which is to be subject to the

4/ burden of such covenants is the land hereby conveyed And that the said covenants or any of them may be released varied or modified by the Minister or his successors with the consent of His Excellency the Governor for the time being of the said State of New South Wales. In witness whereof the Minister has hereunto set his Official Seal and the Common Seal of the Corporation has been hereunto affixed.

The First Schedule hereinbefore referred to

All those pieces or parcels of land situate in the City of Sydney parish of St. Phillip county of Cumberland and State of New South Wales Commencing at the intersection of the southern side of Jamieson Street thirty six feet wide with the north eastern side of York Street eighty one feet wide and bounded thence on the north by the said side of Jamieson Street bearing eighty one degrees fifty three minutes fifty five seconds ninety two feet and one quarter of an inch on the east by a line bearing one hundred and seventy degrees twenty six minutes twenty seconds one hundred and five feet eight and seven eighths inches on the south east by the north western side of Margaret Lane bearing two hundred and fifty nine degrees thirty seven minutes thirty five seconds eighty feet five and one eighth inches and on the south west by the north eastern side of York Street aforesaid bearing three hundred and forty four degrees twenty three minutes thirty seconds one hundred and nine feet ten inches to the point of commencement - having an area of thirty four perches or thereabouts. And also commencing at the intersection of the north eastern side of York Street eighty one feet wide with the northern side of Margaret Street and bounded thence on the south west by the said side of York Street bearing three hundred and forty four degrees twenty three minutes thirty seconds one hundred and one feet and seven eighths of an inch on the north west by the south eastern side of Margaret Lane bearing seventy nine degrees thirty seven minutes thirty five seconds - seventy eight feet three and five eighths inches on the east by lines bearing one hundred and seventy degrees twenty six minutes twenty seconds fifty six feet four and three eighths inches and one hundred and seventy degrees eighteen minutes thirty three seconds forty five feet one and a quarter inches respectively and on the south by the northern side of Margaret Street aforesaid bearing two hundred and sixty degrees eighteen minutes thirty seconds sixty seven feet eight and seven eighths inches to the point of commencement - having an area of twenty seven perches or thereabouts.

The Second Schedule hereinbefore referred to.

All those pieces or parcels of land six feet wide situate in the City of Sydney parish of St. Phillip county of Cumberland and State of New South Wales being parts of one rood twenty six and three quarter perches resumed for Sydney Harbour Bridge by Gazette of the twenty fifth day of January one thousand nine hundred and twenty nine Commencing on the northern side of Margaret Street at a point bearing eighty degrees eighteen minutes thirty seconds and distant fifty six feet seven and five eighths inches from the intersection of that side of that street with the north eastern side of York Street and bounded thence generally on the south west by lines bearing successively three hundred and forty four degrees twenty nine minutes ten seconds sixty feet four and a half inches thirteen degrees fifty three minutes ten

seconds nineteen feet three and one quarter inches and three hundred and forty four degrees thirty two minutes forty five seconds twenty three feet eight and three eighth inches on the north by part of the southern boundary of the land comprised in Crown Grant Volume #289 Folio 221 bearing seventy nine degrees thirty seven minutes thirty five seconds six feet and one quarter of an inch on the north east - generally by line bearing successively one hundred and sixty four degrees thirty two minutes forty five seconds twenty four feet eight and seven eighth inches one hundred and ninety three degrees fifty three minutes ten seconds nineteen feet three and one quarter inches and one hundred and sixty four degrees twenty nine minutes ten seconds fifty nine feet five inches and on the south by the northern side of Margaret Street aforesaid bearing two hundred and sixty degrees eighteen minutes thirty seconds six feet and three eighth of an inch to the point of commencement having an area of two and one quarter perches or thereabouts. And also commencing on the northern boundary of the land comprised in Crown Grant Volume #289 Folio 221 at a point bearing two hundred and fifty nine degrees thirty seven minutes thirty five seconds and distant eight feet one inch from its north eastern corner and bounded thence on the south by part of that boundary bearing two hundred and fifty nine degrees thirty seven minutes thirty five seconds six feet and one quarter of an inch on the south west and north west by lines bearing three hundred and forty four degrees ^{thirty two minutes} ~~forty five~~ seconds twelve feet five and a half inches and seventy four degrees thirty two minutes forty five seconds fifteen feet five and three eighth inches respectively on the east by part of the ^{boundary} eastern of the said one rood twenty six and three quarter perches resumed for Sydney Harbour Bridge by Gazette of the twenty fifth day of January, one thousand nine hundred and twenty nine bearing one hundred and seventy degrees twenty six minutes twenty seconds six feet and three eighth of an inch and on the south east and north east by lines bearing two hundred and fifty four degrees thirty two minutes forty five seconds eight feet ten and one hundred and sixty four degrees thirty two minutes forty five seconds six feet eleven and seven eighth inches respectively to the point of commencement having an area of one quarter perch or thereabouts.

The Third Schedule hereinbefore referred to

All those pieces or parcels of land situate in the City of Sydney parish of St Phillip county of Cumberland and State of New South Wales Commencing at the intersection of the north eastern side of York Street eighty one feet wide with the southern side of Jamieson Street thirty six feet wide and bounded thence on the north by that side of Jamieson Street bearing eighty one degrees fifty three minutes fifty five seconds three feet on the north east by a line bearing one hundred and fifty six degrees eleven minutes seven seconds one hundred and twelve feet four inches to the north western side of Margaret Lane on the south east by that side of Margaret Lane bearing two hundred and fifty nine degrees thirty seven minutes thirty five seconds nineteen feet one inch and on the south west by the north eastern side of York Street aforesaid bearing three hundred and forty four degrees twenty three minutes thirty seconds one hundred and nine feet ten inches to the point of commencement. And also commencing at the intersection of the north eastern side of York Street eighty one feet wide with the northern side of Margaret Street and bounded thence on the south west by that side of York Street bearing three hundred and forty four degrees twenty three minutes thirty seconds one hundred and one feet and seven eighth of an inch on the north by the south eastern side of Margaret Lane bearing seventy nine degrees thirty seven minutes thirty five seconds twenty two feet and three quarters of an inch on the north east by a line bearing one hundred and fifty six degrees eleven minutes seven seconds one hundred and three feet eleven and three eighth inches and on the south by the northern side of Margaret Street aforesaid bearing two hundred and sixty degrees eighteen minutes thirty seconds thirty seven feet to the point of commencement.

6 / Signed by the Hon. E. A. Buttenshaw
the Minister for Public Works of the State of
New South Wales whose Official Seal was
hereunto affixed in the presence of:—
E. W. Finch

Seal
E. A. Buttenshaw

The Common Seal

Clarence Denis Cullen — of 237 Macquarie Street Sydney
Clerk to the State Crown Solicitor being duly sworn maketh oath and saith. The
writing contained above and on the five preceding pages has been compared by
me with the original Conveyance and is a true copy thereof:

Sworn at Sydney this 14th day of
November one thousand nine hundred } C. Cullen
and thirty before me:—

W. Hall
Deputy Registrar

Received into the Registration of Deeds Office at Sydney this 14th day of
November one thousand nine hundred and thirty at thirty minutes
past two o'clock in the afternoon from Clarence Denis
Cullen — Clerk to the State Crown Solicitor.

W. Hall
Deputy Registrar

97-11R

LTO Licence No.
115F/0020/95

REQUEST

Real Property Act 1900



0
610638 T

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

D

(B) **TITLE**
Show no more than 20.

Folio Identifier 1/235235

(C) **REGISTERED DEALING**
If applicable.

(D) **LODGED BY**

L.T.O. Box

115F

Name, Address or DX and Telephone

COLIN BIGGERS & PAISLEY
140 Phillip Street, Sydney DX 230

Tel: 221 2022

REFERENCE (max 15 characters):SHF931926

Dealing Code

PC

(E) **APPLICANT**

STATE RAIL AUTHORITY OF NEW SOUTH WALES

(F) **REQUEST**

Application to note a
POSITIVE COVENANT

Section 88E(3) Conveyancing Act 1919

REGISTERED PROPRIETOR:

THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST

THE APPLICANT, a prescribed authority within the meaning of section 88E(1) of the Conveyancing Act 1919, imposes the following Positive Covenant on the land referred to above and ~~applies to have such Covenant recorded in the Register~~, as contained in Deed Registered Book 4099 Number 581 and applies to have such Covenant recorded in the Register.

CHECKED BY (office use only)

22
2M

(G)

STANDARD EXECUTION

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

DATE **1 SEP 1995**

Signed in my presence by the Applicant who is personally known to me.

.....
—Signature of Witness—

.....
—Name of Witness (BLOCK LETTERS)—

Execution by registered proprietor.

.....
—Address of Witness—

The Common Seal of STATE RAIL AUTHORITY
OF NEW SOUTH WALES was hereunto affixed
in the presence of

AUTHORISED OFFICER

Signature of Applicant

Procurator
McBurne
Sturges
Pelmer

Given under the Common Seal of
THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST
by

members of the Corporate Body in pursuance of
a resolution of such Body passed at a duly
convened meeting and in the presence of:

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I
certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19. . . in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

.....
Signature of Applicant

TERMS OF POSITIVE COVENANT:

See annexure hereto.

ANNEXURE TO REQUEST FOR POSITIVE COVENANT

TERMS OF POSITIVE COVENANT:

1. The Corporation shall not make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the State Rail Authority of New South Wales its successors or assigns ("SRA") or the Government of New South Wales or any instrumentality thereof for or in respect of any damage or loss occasioned by noise vibration or otherwise resulting from the use of the Railway Land for railway purposes or occasioned by the letting down subsidence or lateral movement of the Property howsoever caused.
2. No building or erection whatsoever shall be raised or constructed on the Property or any part thereof until the plans and specifications thereof and the designs for the same and for the foundations thereof and the materials and mode of constructions thereof have first been submitted to and approved in writing by the SRA, the SRA being concerned to protect the safety and stability of the tunnels established and maintained by the SRA within the Railway Land ("the Tunnels").
3. The weight superimposed upon the roof of the Tunnels shall not in the erection or subsequent use of any building or other erections raised or constructed upon the Property exceed fifty four point six eight (54.68) tonnes per square metre or such lesser amount as may be determined by the SRA having regard to geotechnical and structural investigations of the Tunnels.
4. Any excavation for basement purposes adjoining the outer walls of the Tunnels shall not be taken lower than the said walls unless the said walls are under pinned to the satisfaction in all respects of the SRA having regard to any detailed geotechnical investigation which the SRA may undertake to examine the adverse effects (if any) of such excavation upon the lining of the Tunnels.
5. No new building shall be constructed upon the Property nor shall any alteration or addition be made to any building thereon unless and until the Corporation shall have taken all possible precautions to the satisfaction of the SRA to prevent damage being done to the Tunnels and the railway works and appliances installed therein ("the Railway Works").
6. If the Corporation or its agents, servants, tenants or workmen shall do or suffer to be done any act or thing which may injure or damage the Railway Works or any

Am

portion thereof or any stock matter or thing being upon the Railway Works it or they shall pay and bear the costs of repairing and making good all such injury or damage to the satisfaction of the SRA.

7. The Corporation shall from time to time and at all times hereafter indemnify and keep indemnified the SRA from and against all such injury or damage done to the Railway Works or any portion thereof or to any stock matter or thing being upon the Railway Works by the Corporation or its or their agents servants tenants or workmen and from and against all actions claims demands costs damages and expenses which may be brought against or made upon the SRA or which he or they may pay incur sustain or be put to by reasons of any loss of life or injury or damage to any person or persons or property occurring upon the Railway Works caused by or arising from any act or omission on the part of the Corporation or its agents, servants, tenants or workmen and the Corporation shall indemnify the SRA against all consequential damages in addition to the aforementioned indemnification.
8. The party having the power to vary modify or release these covenants shall be the SRA with the consent of His Excellency the Governor for the time being of the State of New South Wales provided that no such variation, modification or release shall be effected without the prior written consent of the Corporation and in this regard the Corporation will not unreasonably withhold its consent.
9. In this Deed reference to:
 - (a) the SRA shall be deemed to include reference to its successors and assigns;
 - (b) the Corporation shall be deemed to include reference to its successors and assigns;
 - (c) "Property" means the whole of the land in Folio Identifier 1/235235;
 - (d) "Railway Land" means the stratum of certain lands occupied for the purposes of the southern approach to the Sydney Harbour Bridge referred to in Sub-Section (6) of Section 12B of the Government Railways Act 1912 and now vested in the SRA.

Mun

0

610638

Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

**TRANSFER
GRANTING EASEMENT**



AA508624B

New South Wales
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Servient Tenement Folio Identifier 1/235235		Dominant Tenement Authorities Benefitted: STATE RAIL AUTHORITY RAIL INFRASTRUCTURE AUTHORITY
(B) LODGED BY	Delivery Box 43E	Name, Address or DX and Telephone PricewaterhouseCoopers Legal DX 254, Sydney (tel) 02 8266 6684 Reference: Joern Schimmelfeder	CODE TG
(C) TRANSFEROR	SCOTS CHURCH DEVELOPMENT LIMITED ABN: 47 091 686 323		
(D)	The transferor acknowledges receipt of the consideration of \$ and transfers and grants		
(E) DESCRIPTION OF EASEMENT	See Annexure A		
(F)	~~out of the servient tenement and appurtenant to the dominant tenement.~~		
(G) TRANSFeree	STATE RAIL AUTHORITY RAIL INFRASTRUCTURE CORPORATION		

DATE

- (H) Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: See Annexure A
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: See Annexure A
Office held:

Name of authorised person: See Annexure A
Office held:

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

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure A
Address of witness:

Authorised officer's name: See Annexure A
Authority of officer:
Signing on behalf of:

ntgces 7809613
8659823 consented. Consents: 10 pages
total 13 pages

This is Annexure A referred to in the Transfer granting Easement dated

1. Terms of the Easement for noise, vibration and electrolysis

The terms of the transfer granting easement granted by the Registered Proprietor are as follows:

- (a) The full and free right for the Authorities Benefited to emit and allow the emission of such noise, vibration and electrolysis over the Lot Burdened as resulting from Railway Activities carried on by the Authorities Benefited in the Adjacent Land.
- (b) The Proprietor of the Lot Burdened, in granting this easement, releases the Authorities Benefited from, and agrees not to make, any claim or demand or commence any proceedings (including without limitation in nuisance) against an Authorities Benefited in relation to any noise, vibration or electrolysis arising directly or indirectly from Railway Activities permitted under paragraph 1(a), carried on by an Authorities Benefited on the Adjacent Land, and indemnifies and must keep indemnified each of the Authorities Benefited in respect of any such demand, claim, action or proceeding.

2. Definitions

In this instrument, unless the context requires otherwise:

Adjacent Land means land owned by State Rail Authority in the vicinity of the Lot Burdened.

Lot Burdened means the land comprised in folio identifier 1/235235.

Railway Activities means the establishment, operation, maintenance and expansion of a passenger train railway including, without limitation:

- (a) the operation of passenger trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance of infrastructure facilities necessary or desirable for the efficient operation of passenger trains;
- (c) the operation, maintenance and upgrading of railway stations or access or facilities for the public to access such stations.

We certify this instrument to be correct for the purposes of the Real Property Act 1900.

21

SIGNED by SCOTS CHURCH
DEVELOPMENT LIMITED (ABN 47
091 686 323) in the presence of:



NPCx
Signature of ~~Witness~~ Director
Norman Phillip Carey
Director
Full Name of Witness

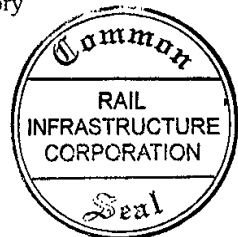
Graeme John Rundle
Signature of ~~Authorised Signatory~~ Secretary.
Graeme John Rundle
Secretary
Full Name of Authorised Signatory

The Common Seal of
SIGNED by STATE RAIL
AUTHORITY (ABN 73 997 983 198) in
the presence of:

Gary Pedersen
Signature of ~~Authorised Signatory~~
Witness

GARY PEDERSEN
Full Name of Authorised Signatory
ALCHIEF FINANCIAL OFFICER
The common Seal of
SIGNED by RAIL
INFRASTRUCTURE CORPORATION
(ABN 21 298 300 693) in the presence of

Margot Christine Maasakkers
Signature of Authorised Signatory
Margot Christine Maasakkers
Full Name of Authorised Signatory
Corporate Secretary



Irina White
Signature of Witness

IRINA WHITE
Full Name of Witness

Vince Graham
Signature of Authorised Signatory
VINCE GRAHAM
CHIEF EXECUTIVE OFFICER
Full Name of Authorised Signatory

AA 508624

CONSENT TO TRANSFER GRANTING EASEMENT

Annexure to Transfer Granting Easement

Transferor: Scots Church Development Pty Ltd ABN 47 01 686 323

Transferee: State Rail Authority and Rail Infrastructure Corporation

Dated:

Perpetual Nominees Limited as Mortgagee under Mortgage(s) No. **HEREBY**
CONSENTS to the within Transfer Granting Easement subject to and without in any way
limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee
under the said Mortgage(s) (or any of them) which rights powers and remedies shall remain
in full force and effect as if this consent had not been given save and except that so long as
the covenants and conditions and provisions of the within Transfer Granting Easement are
duly observed and performed the Mortgagee will in the event of the exercise of the power of
sale or other power or remedy of the Mortgagee on default under the said Mortgage(s) (or any
of them) exercise the same subject to the then subsisting rights of the Transferee(s) under the
within Transfer Granting Easement.

Signed at Sydney this 9 day of March 2004

SIGNED for and on behalf of

MANAGER

Signed in my presence for and on behalf of Perpetual Nominees Limited (A/CN 000 733 700) by its Attorneys SALLY ALDRIDGE who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 12/3/02 (Registration No. 424249) and that he/she has no notice of the revocation of his/her powers.

Signature of Witness
YVONNE NEROUTSO
Full name of Witness

Signature of Attorney
[Signature]
Signature of Attorney

AA 508624

CONSENT TO POSITIVE COVENANT AND TRANSFER GRANTING EASEMENT

Land & Property Information
1 Prince Albert Rd
Queens Square
SYDNEY NSW 2000

YORK STREET MEZZANINE PTY LTD ACN 090 631 057, the mortgagee of mortgage number 7809613 on folio identifier 1/235235 HEREBY CONSENTS to the following dealings pursuant to this lot.

1. *Positive Covenant (attached as Annexure A)*

Registered Proprietor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Prescribed Authorities: State Rail Authority and Rail Infrastructure Corporation

2. *Transfer granting Easement (attached as Annexure B)*

Transferor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Transferee: State Rail Authority and Rail Infrastructure Corporation.

Dated this day of May 2004

EXECUTED by **YORK STREET
MEZZANINE PTY LTD** by

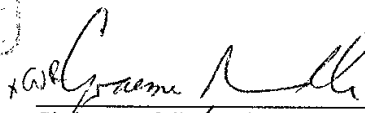


x OB 

Signature of director

Richard Beer

Name:

x 

Signature of director/secretary

Graham R. L. L.

Name:

 Detached #115

ANNEXURE B

TRANSFER GRANTING EASEMENT

Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEMENT

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Servient Tenement Folio Identifier 1/235235		Dominant Tenement Authorities Benefitted: STATE RAIL AUTHORITY RAIL INFRASTRUCTURE AUTHORITY
	(B) LODGED BY	Delivery Box 43E Name, Address or DX and Telephone PricewaterhouseCoopers Legal DX 254, Sydney (tel) 02 8266 6684 Reference: Joern Schimmelfeder	CODE TG
(C) TRANSFEROR	SCOTS CHURCH DEVELOPMENT LIMITED ABN: 47 091 686 323		
(D)	The transferor acknowledges receipt of the consideration of \$ and transfers and grants		
(E) DESCRIPTION OF EASEMENT	See Annexure A		
(F)	out of the servient tenement and appurtenant to the dominant tenement. Encumbrances (if applicable):		
(G) TRANSFEE	STATE RAIL AUTHORITY RAIL INFRASTRUCTURE CORPORATION		

DATE

(H)
Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.
Corporation: See Annexure A
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: See Annexure A

Name of authorised person: See Annexure A

Office held:

Office held:

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

Certified correct for the purposes of the Real Property
Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure A

Authorised officer's name: See Annexure A

Address of witness:

Authority of officer:

Signing on behalf of:

This is Annexure A referred to in the Transfer granting Easement dated

1. Terms of the Easement for noise, vibration and electrolysis

The terms of the transfer granting easement granted by the Registered Proprietor are as follows:

- (a) The full and free right for the Authorities Benefited to emit and allow the emission of such noise, vibration and electrolysis over the Lot Burdened as resulting from Railway Activities carried on by the Authorities Benefited in the Adjacent Land.
- (b) The Proprietor of the Lot Burdened, in granting this easement, releases the Authorities Benefited from, and agrees not to make, any claim or demand or commence any proceedings (including without limitation in nuisance) against an Authorities Benefited in relation to any noise, vibration or electrolysis arising directly or indirectly from Railway Activities permitted under paragraph 1(a), carried on by an Authorities Benefited on the Adjacent Land, and indemnifies and must keep indemnified each of the Authorities Benefited in respect of any such demand, claim, action or proceeding.

2. Definitions

In this instrument, unless the context requires otherwise:

Adjacent Land means land owned by State Rail Authority in the vicinity of the Lot Burdened.

Lot Burdened means the land comprised in folio identifier 1/235235.

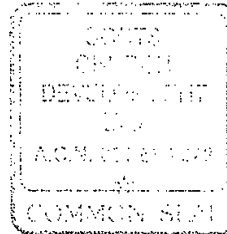
Railway Activities means the establishment, operation, maintenance and expansion of a passenger train railway including, without limitation:

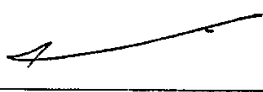
- (a) the operation of passenger trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance of infrastructure facilities necessary or desirable for the efficient operation of passenger trains;
- (c) the operation, maintenance and upgrading of railway stations or access or facilities for the public to access such stations.

We certify this instrument to be correct for the purposes of the Real Property Act 1900.

21

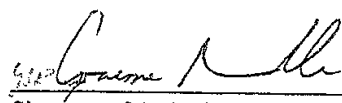
SIGNED by SCOTS CHURCH
DEVELOPMENT LIMITED (ABN 47
091 686 323) in the presence of:




Signature of Witness Director

Norman Philip Caray
Director

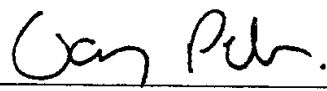
Full Name of Witness


Signature of Authorised Signatory Secretary

Graeme John Rundle
Secretary

Full Name of Authorised Signatory

The Common Seal of
SIGNED by STATE RAIL
AUTHORITY (ABN 73 997 983 198) in
the presence of:

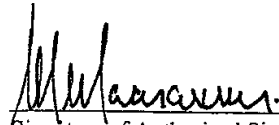

Signature of Authorised Signatory
Witness

GARY PEDERSEN

Full Name of Authorised Signatory

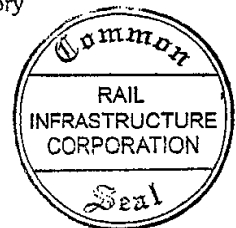
CHIEF FINANCIAL OFFICER

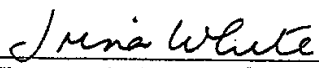
The Common Seal of
SIGNED by RAIL
INFRASTRUCTURE CORPORATION
(ABN 21 298 300 693) in the presence of


Signature of Authorised Signatory

Margot Christine Maasakkers

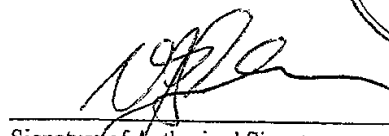
Full Name of Authorised Signatory
Corporate Secretary




Signature of Witness

IRINA WHITE

Full Name of Witness


Signature of Authorised Signatory

VINCE GRAHAM
CHIEF EXECUTIVE OFFICER

Full Name of Authorised Signatory

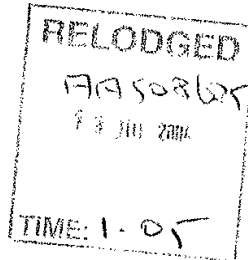


Presbyterian Church of Australia in the State of New South Wales

168 CHALMERS STREET, SURRY HILLS NSW 2010
PO BOX 2196, STRAWBERRY HILLS NSW 2012 DX 22502 SURRY HILLS
Telephone: (02) 9690 9333 Facsimile: (02) 9310 2148 E-mail: general@pcnsw.org.au

21 May 2004

Land and Property Information
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000



CONSENT TO POSITIVE COVENANT & TRANSFER GRANTING EASEMENT

The Presbyterian Church (New South Wales) Property Trust, the caveator of caveat number 8749227 on folio identifier 1/235235 HEREBY CONSENTS to the following dealings pursuant to this lot.

1. *Positive Covenant (attached as Annexure A)* ϕ

Registered Proprietor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Prescribed Authorities: State Rail Authority and Rail Infrastructure Corporation.

2. *Transfer granting Easement (attached as Annexure B)*

Transferor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Transferee: State Rail Authority and Rail Infrastructure Corporation.

Dated this..... day of 2004

Given under the Common Seal of
THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST
by members of the Corporate Body in pursuance of a resolution of such Body
passed at a duly convened meeting and in the presence of:

Wayne David Richards

THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST by its duly appointed attorney WAYNE DAVID RICHARDS pursuant to Power of Attorney dated 25 August 2003 registered Book 4399 No 909.



John Woodward
Paul F. Cooper
Patricia M. Watts

ϕ detached

Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEMENT

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales
Real Property Act 1900

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Servient Tenement Folio Identifier 1/235235		Dominant Tenement Authorities Benefitted: STATE RAIL AUTHORITY RAIL INFRASTRUCTURE AUTHORITY
	(B) LODGED BY	Delivery Box 43E Name, Address or DX and Telephone PricewaterhouseCoopers Legal DX 254, Sydney (tel) 02 8266 6684 Reference: Joern Schimmelfeder CODE TG	
(C) TRANSFEROR	SCOTS CHURCH DEVELOPMENT LIMITED ABN: 47 091 686 323		
(D)	The transferor acknowledges receipt of the consideration of \$ and transfers and grants		
(E) DESCRIPTION OF EASEMENT	See Annexure A out of the servient tenement and appurtenant to the dominant tenement.		
(F)	Encumbrances (if applicable):		
(G) TRANSFEREE	STATE RAIL AUTHORITY RAIL INFRASTRUCTURE CORPORATION		

DATE

- (H) Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.
Corporation: See Annexure A
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: See Annexure A

Name of authorised person: See Annexure A

Office held:

Office held:

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

Certified correct for the purposes of the Real Property
Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness: See Annexure A
Address of witness:

Authorised officer's name: See Annexure A
Authority of officer:
Signing on behalf of:

This is Annexure A referred to in the Transfer granting Easement dated

1. Terms of the Easement for noise, vibration and electrolysis

The terms of the transfer granting easement granted by the Registered Proprietor are as follows:

- (a) The full and free right for the Authorities Benefited to emit and allow the emission of such noise, vibration and electrolysis over the Lot Burdened as resulting from Railway Activities carried on by the Authorities Benefited in the Adjacent Land.
- (b) The Proprietor of the Lot Burdened, in granting this easement, releases the Authorities Benefited from, and agrees not to make, any claim or demand or commence any proceedings (including without limitation in nuisance) against an Authorities Benefited in relation to any noise, vibration or electrolysis arising directly or indirectly from Railway Activities permitted under paragraph 1(a), carried on by an Authorities Benefited on the Adjacent Land, and indemnifies and must keep indemnified each of the Authorities Benefited in respect of any such demand, claim, action or proceeding.

2. Definitions

In this instrument, unless the context requires otherwise:

Adjacent Land means land owned by State Rail Authority in the vicinity of the Lot Burdened.

Lot Burdened means the land comprised in folio identifier 1/235235.

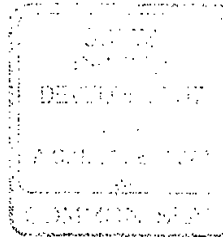
Railway Activities means the establishment, operation, maintenance and expansion of a passenger train railway including, without limitation:

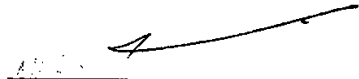
- (a) the operation of passenger trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance of infrastructure facilities necessary or desirable for the efficient operation of passenger trains;
- (c) the operation, maintenance and upgrading of railway stations or access or facilities for the public to access such stations.

We certify this instrument to be correct for the purposes of the Real Property Act 1900.

21

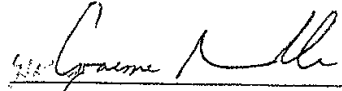
SIGNED by SCOTS CHURCH
DEVELOPMENT LIMITED (ABN 47
091 686 323) in the presence of:




Signature of Witness Director

Norton Philip Daray

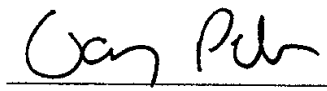
Full Name of Witness


Signature of Authorised Signatory Secretary.

Graeme John Rundle
Secretary

Full Name of Authorised Signatory

The Common Seal of
~~SIGNED by~~ STATE RAIL
AUTHORITY (ABN 73 997 983 198) in
the presence of:

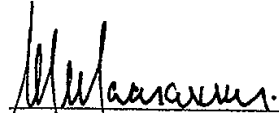

Signature of Authorised Signatory
Witness

GARY PEDERSEN

Full Name of Authorised Signatory

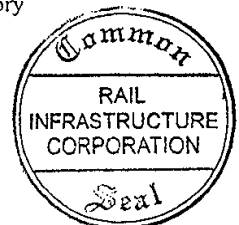
ALCHIEF FINANCIAL OFFICER

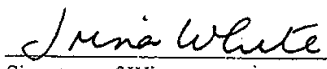
The common Seal of
SIGNED by RAIL
INFRASTRUCTURE CORPORATION
(ABN 21 298 300 693) in the presence of


Signature of Authorised Signatory

Margot Christine Maasackers

Full Name of Authorised Signatory
Corporate Secretary




Signature of Witness

IRINA WHITE

Full Name of Witness


Signature of Authorised Signatory

VINCE GRAHAM
CHIEF EXECUTIVE OFFICER

Full Name of Authorised Signatory



Form: 13PC
Release: 1
www.lpi.nsw.gov.au

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

AA508625Y

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	Folio Identifier 1/235235								
(B) LODGED BY	Delivery Box 43E	Name, Address or DX and Telephone PricewaterhouseCoopers Legal DX254. Sydnev (Tel 02 - 8266 6684) Reference: Joern Schimmelfeder	CODE PC						
(C) REGISTERED PROPRIETOR	SCOTS CHURCH DEVELOPMENT LIMITED ABN: 47 091 686 323								
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant <table border="1"><thead><tr><th>Interest</th><th>Number</th><th>Name of lessee, mortgagee or chargee</th></tr></thead><tbody><tr><td>NOT APPLICABLE</td><td>N.A.</td><td>N.A.</td></tr></tbody></table>			Interest	Number	Name of lessee, mortgagee or chargee	NOT APPLICABLE	N.A.	N.A.
Interest	Number	Name of lessee, mortgagee or chargee							
NOT APPLICABLE	N.A.	N.A.							
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 STATE RAIL AUTHORITY RAIL INFRASTRUCTURE CORPORATION								

- (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

(G) **Execution by the prescribed authority**

I certify that the authorised officer of the prescribed authority signing below 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 of an authorised officer:

Name of witness: N.A.

Name of authorised officer: See Annexure A

Address of witness: N.A.

Position of authorised officer: See Annexure A

(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: See Annexure A

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: See Annexure A

Name of authorised person: See Annexure A

Office held:

Office held:

(H) **Consent of the N.A.**

The N.A. under N.A. No. N.A. agrees to be bound by this restriction. I certify that the above N.A. 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 of N.A.

Name of witness: N.A.

Address of witness: N.A.

All handwriting must be in block capitals.

Page 1 of 3

LAND AND PROPERTY INFORMATION NSW

ndgees 7809613
8659823 Consented.

Consents: 10 pages
Total: 13 pages. CT - 395V 16/3/04
C233737

This is Annexure A referred to in the Positive Covenant dated

The terms of the positive covenant imposed by the Prescribed Authorities are as follows:

1. Release

The Registered Proprietor of the Lot Burdened irrecoverably and unconditionally covenants and agrees with the Prescribed Authorities to release the Prescribed Authorities from, and not to make any claim or demand or commence any action or proceeding (including without limitation in nuisance) against one or both of the Prescribed Authorities in relation to any noise, vibration or electrolysis affecting or in relation to the Lot Burdened, arising directly or indirectly from Railway Activities on the Adjacent Land.

2. Indemnity

The Registered Proprietor of the Lot Burdened indemnifies and must keep indemnified the Prescribed Authorities in respect of any loss, damage, cost or expense that the Prescribed Authorities suffer or incur as a result of any proceeding (including without limitation in nuisance) against the Prescribed Authorities in relation to any noise, vibration or electrolysis arising directly or indirectly from Railway Activities affecting or in relation to the Lot Burdened, carried on by one or both of the Prescribed Authorities on the Adjacent Land.

3. Definitions

In this instrument, unless the context requires otherwise:

Adjacent Land means land owned by the State Rail Authority in the vicinity of the Lot Burdened.

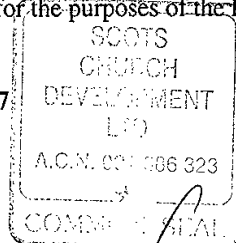
Lot Burdened means the land comprised in folio identifier 1/235235.

Railway Activities means the establishment, operation, maintenance and expansion of a passenger train railway including, without limitation:

- (a) the operation of passenger trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance of infrastructure facilities necessary or desirable for the efficient operation of passenger trains;
- (c) the operation, maintenance and upgrading of railway stations or access or facilities for the public to access such stations.

We certify this instrument to be correct for the purposes of the Real Property Act 1900.

SIGNED by SCOTS CHURCH
DEVELOPMENT LIMITED (ABN 47
091 686 323) in the presence of :



Signature of ~~Witness~~ Director

Norman Phillip Carey
Director

Full Name of Witness

Signature of Authorised Signatory Secretary

Graeme John Rundle
Secretary

Full Name of Authorised Signatory

The Common SEAL of
SIGNED by STATE RAIL
AUTHORITY (ABN 73 997 983 198) in
the presence of :

Signature of Authorised Signatory
Witness

GARY PEDGLEN

Full Name of Authorised Signatory

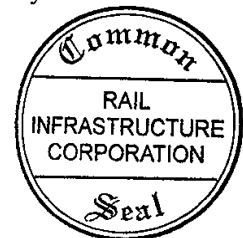
CHIEF FINANCIAL OFFICER
The Common Seal of
SIGNED by RAIL
INFRASTRUCTURE CORPORATION
(ABN 21 298 300 693) in the presence of :

Signature of Authorised Signatory

Margot Christine Maasackers

Full Name of Authorised Signatory

Corporate Secretary



Signature of Witness

IRINA WHITE

Full Name of Witness

Signature of Authorised Signatory

VINCE GRAHAM
CHIEF EXECUTIVE OFFICER

Full Name of Authorised Signatory

AA 508625

CONSENT TO POSITIVE COVENANT

Annexure to Positive Covenant

Registered Proprietor: Scots Church Development Pty Ltd ABN 47 01 686 323

Prescribed Authority: State Rail Authority and Rail Infrastructure Corporation

Dated:

Perpetual Nominees Limited as Mortgagee under Mortgage(s) No. **HEREBY**
CONSENTS to the within Positive Covenant subject to and without in any way limiting
abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the
said Mortgage(s) (or any of them) which rights powers and remedies shall remain in full
force and effect as if this consent had not been given save and except that so long as the
covenants and conditions and provisions of the within Positive Covenant are duly observed
and performed the Mortgagee will in the event of the exercise of the power of sale or other
power or remedy of the Mortgagee on default under the said Mortgage(s) (or any of them)
exercise the same subject to the then subsisting rights of the Transferee(s) under the within
Positive Covenant.

Signed at Sydney this 9 day of MARCH 2004

SIGNED for and on behalf of

-MANAGER

Signed in my presence for and on behalf of Perpetual Nominees
Limited (A.C.N. 000 733 700) by its Attorneys SALLY ALDRIDGE
KYLIE ARIGHO.....
who are personally known to me and each of whom declares that he/she
has been appointed by the Board of Directors of that company as an
attorney of the company for the purposes of the Power of Attorney
dated 12/3/02 (Registration No. 4342/443) and that
he/she has no notice of the revocation of his/her powers.

Signature of Witness

YVONNE NEROUTSOS

Full name of Witness

Signature of Attorney

[Signature]

Signature of Attorney

AA 508625

CONSENT TO POSITIVE COVENANT AND TRANSFER GRANTING EASEMENT

Land & Property Information
1 Prince Albert Rd
Queens Square
SYDNEY NSW 2000

YORK STREET MEZZANINE PTY LTD ACN 090 631 057, the mortgagee of mortgage number 7809613 on folio identifier 1/235235 HEREBY CONSENTS to the following dealings pursuant to this lot.

1. *Positive Covenant (attached as Annexure A)*

Registered Proprietor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Prescribed Authorities: State Rail Authority and Rail Infrastructure Corporation

2. *Transfer granting Easement (attached as Annexure B)*

Transferor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Transferee: State Rail Authority and Rail Infrastructure Corporation.

Dated this day of May 2004

EXECUTED by **YORK STREET MEZZANINE PTY LTD** by



x RB *Richard Beck*
Signature of director

Richard Palmer Beck
Director

Name:

x *Graeme Rundle*
Signature of director/secretary

GRAEME JOHN RUNDLE

Name:

φ Detached - SMIS

ANNEXURE A
POSITIVE COVENANT

Form: 13PC
 Release: 1
 www.lpi.nsw.gov.au

POSITIVE COVENANT
 New South Wales
 Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

Folio Identifier 1/235235

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone PricewaterhouseCoopers Legal DX254, Svdnev (Tel 02 - 8266 6684) Reference: Joern Schimmelfeder	CODE PC

(C) **REGISTERED PROPRIETOR**

SCOTS CHURCH DEVELOPMENT LIMITED ABN: 47 091 686 323

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Interest	Number	Name of lessee, mortgagee or chargee
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919 STATE RAIL AUTHORITY RAIL INFRASTRUCTURE CORPORATION

- (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

(G) **Execution by the prescribed authority**

I certify that the authorised officer of the prescribed authority signing below 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 of an authorised officer:

Name of witness: N.A.

Name of authorised officer: See Annexure A

Address of witness: N.A.

Position of authorised officer: See Annexure A

(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: See Annexure A
 Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: See Annexure A
 Office held:

Name of authorised person: See Annexure A
 Office held:

(H) **Consent of the N.A.**

The N.A. under N.A. No. N.A. agrees to be bound by this restriction. I certify that the above N.A. 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 of N.A.

Name of witness: N.A.

Address of witness: N.A.

This is Annexure A referred to in the Positive Covenant dated

The terms of the positive covenant imposed by the Prescribed Authorities are as follows:

1. Release

The Registered Proprietor of the Lot Burdened irrecoverably and unconditionally covenants and agrees with the Prescribed Authorities to release the Prescribed Authorities from, and not to make any claim or demand or commence any action or proceeding (including without limitation in nuisance) against one or both of the Prescribed Authorities in relation to any noise, vibration or electrolysis affecting or in relation to the Lot Burdened, arising directly or indirectly from Railway Activities on the Adjacent Land.

2. Indemnity

The Registered Proprietor of the Lot Burdened indemnifies and must keep indemnified the Prescribed Authorities in respect of any loss, damage, cost or expense that the Prescribed Authorities suffer or incur as a result of any proceeding (including without limitation in nuisance) against the Prescribed Authorities in relation to any noise, vibration or electrolysis arising directly or indirectly from Railway Activities affecting or in relation to the Lot Burdened, carried on by one or both of the Prescribed Authorities on the Adjacent Land.

3. Definitions

In this instrument, unless the context requires otherwise:

Adjacent Land means land owned by the State Rail Authority in the vicinity of the Lot Burdened.

Lot Burdened means the land comprised in folio identifier 1/235235.

Railway Activities means the establishment, operation, maintenance and expansion of a passenger train railway including, without limitation:

- (a) the operation of passenger trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance of infrastructure facilities necessary or desirable for the efficient operation of passenger trains;
- (c) the operation, maintenance and upgrading of railway stations or access or facilities for the public to access such stations.

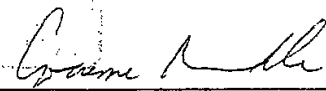
We certify this instrument to be correct for the purposes of the Real Property Act 1900.

SIGNED by SCOTS CHURCH
DEVELOPMENT LIMITED (ABN 47
091 686 323) in the presence of :


Signature of Witness Director

Norman Phillip Carey
Director

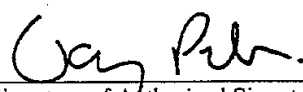
Full Name of Witness


Signature of Authorised Signatory Secretary

Graeme John Hurdle
Secretary

Full Name of Authorised Signatory

The Common Seal of
SIGNED by STATE RAIL
AUTHORITY (ABN 73 997 983 198) in
the presence of :

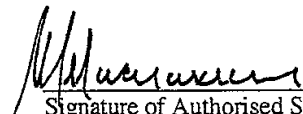

Signature of Authorised Signatory
Witness

GARY PEDERSEN

Full Name of Authorised Signatory

WITNESS
A/CHIEF FINANCIAL OFFICER

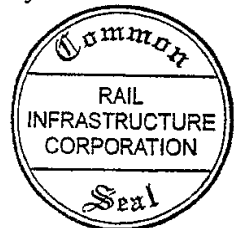
The Common Seal of
SIGNED by RAIL
INFRASTRUCTURE CORPORATION
(ABN 21 298 300 693) in the presence of

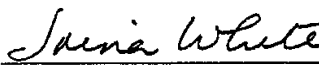

Signature of Authorised Signatory

Margot Christine Maasackers

Full Name of Authorised Signatory

Corporate Secretary




Signature of Witness

IRINA WHITE

Full Name of Witness


Signature of Authorised Signatory

VINCE GRAHAM
CHIEF EXECUTIVE OFFICER

Full Name of Authorised Signatory

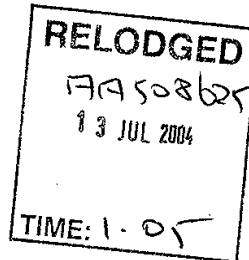


Presbyterian Church of Australia in the State of New South Wales

168 CHALMERS STREET, SURRY HILLS NSW 2010
PO BOX 2196, STRAWBERRY HILLS NSW 2012 DX 22502 SURRY HILLS
Telephone: (02) 9690 9333 Facsimile: (02) 9310 2148 E-mail: general@pcnsw.org.au

21 May 2004

Land and Property Information
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000



CONSENT TO POSITIVE COVENANT & TRANSFER GRANTING EASEMENT

The Presbyterian Church (New South Wales) Property Trust, the caveator of caveat number 8749227 on folio identifier 1/235235 HEREBY CONSENTS to the following dealings pursuant to this lot.

1. *Positive Covenant (attached as Annexure A)*

Registered Proprietor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Prescribed Authorities: State Rail Authority and Rail Infrastructure Corporation.

2. *Transfer granting Easement (attached as Annexure B)* ϕ

Transferor: Scots Church Development Pty Ltd (ABN 47 091 686 323)

Transferee: State Rail Authority and Rail Infrastructure Corporation.

Dated this..... day of 2004

Given under the Common Seal of
THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST
by members of the Corporate Body in pursuance of a resolution of such Body
passed at a duly convened meeting and in the presence of:



Wayne David Richards

THE PRESBYTERIAN CHURCH (NEW SOUTH WALES) PROPERTY TRUST by its duly appointed attorney WAYNE DAVID RICHARDS pursuant to Power of Attorney dated 25 August 2003 registered Book 4399 No 909.

John Woodward
Victoria M. Watts
Paul F. Cooper

ϕ Detached.

Form: 13PC
 Release: 1
 www.lpi.nsw.gov.au

POSITIVE COVENANT

New South Wales
 Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional
 pages to the top left-hand corner.

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

Folio Identifier 1/235235

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone PricewaterhouseCoopers Legal DX254. Sydnev (Tel 02 - 8266 6684) Reference: Joern Schimmelfeder	CODE PC

(C) REGISTERED PROPRIETOR

SCOTS CHURCH DEVELOPMENT LIMITED
 ABN: 47 091 686 323

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant		
Interest	Number	Name of lessee, mortgagee or chargee
NOT APPLICABLE	N.A.	N.A.

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
 STATE RAIL AUTHORITY
 RAIL INFRASTRUCTURE CORPORATION

- (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

(G) Execution by the prescribed authority

I certify that the authorised officer of the prescribed authority signing below 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 of an authorised officer:

Name of witness: N.A.

Name of authorised officer: See Annexure A

Address of witness: N.A.

Position of authorised officer: See Annexure A

(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: See Annexure A
 Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person: See Annexure A

Name of authorised person: See Annexure A

Office held:

Office held:

(H) Consent of the N.A.

The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
 I certify that the above N.A. 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 of N.A.

Name of witness: N.A.

Address of witness: N.A.

This is Annexure A referred to in the Positive Covenant dated

The terms of the positive covenant imposed by the Prescribed Authorities are as follows:

1. Release

The Registered Proprietor of the Lot Burdened irrevocably and unconditionally covenants and agrees with the Prescribed Authorities to release the Prescribed Authorities from, and not to make any claim or demand or commence any action or proceeding (including without limitation in nuisance) against one or both of the Prescribed Authorities in relation to any noise, vibration or electrolysis affecting or in relation to the Lot Burdened, arising directly or indirectly from Railway Activities on the Adjacent Land.

2. Indemnity

The Registered Proprietor of the Lot Burdened indemnifies and must keep indemnified the Prescribed Authorities in respect of any loss, damage, cost or expense that the Prescribed Authorities suffer or incur as a result of any proceeding (including without limitation in nuisance) against the Prescribed Authorities in relation to any noise, vibration or electrolysis arising directly or indirectly from Railway Activities affecting or in relation to the Lot Burdened, carried on by one or both of the Prescribed Authorities on the Adjacent Land.

3. Definitions

In this instrument, unless the context requires otherwise:

Adjacent Land means land owned by the State Rail Authority in the vicinity of the Lot Burdened.

Lot Burdened means the land comprised in folio identifier 1/235235.

Railway Activities means the establishment, operation, maintenance and expansion of a passenger train railway including, without limitation:

- (a) the operation of passenger trains as required from time to time;
- (b) the operation, testing, renewal, repair, maintenance of infrastructure facilities necessary or desirable for the efficient operation of passenger trains;
- (c) the operation, maintenance and upgrading of railway stations or access or facilities for the public to access such stations.

We certify this instrument to be correct for the purposes of the Real Property Act 1900.

SIGNED by SCOTS CHURCH
DEVELOPMENT LIMITED (ABN 47
091 686 323) in the presence of :

Signature of Witness Director

Norman Philip Lacey
Director

Full Name of Witness

Signature of Authorised Signatory Secretary

Greene J. Lacey
Secretary

Full Name of Authorised Signatory

The Common SEAL of
SIGNED by STATE RAIL
AUTHORITY (ABN 73 997 983 198) in
the presence of :

Signature of Authorised Signatory
Witness

GARY PEDERSEN

Full Name of Authorised Signatory

WITNESS
A CHIEF FINANCIAL OFFICER

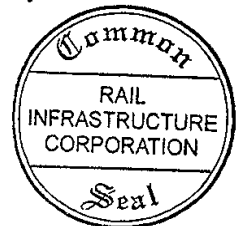
The Common Seal of
SIGNED by RAIL
INFRASTRUCTURE CORPORATION
(ABN 21 298 300 693) in the presence of

Signature of Authorised Signatory

Margot Christine Maasakkers

Full Name of Authorised Signatory

Corporate Secretary



Signature of Witness

IRINA WHITE

Full Name of Witness

Signature of Authorised Signatory

VINCE GRAHAM
CHIEF EXECUTIVE OFFICER

Full Name of Authorised Signatory

DP1087571

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

(Sheet 1 of ⁴ 3 Sheets)

Length is in metres

Plan:

**Redefinition of railway stratum as
 shown in plan annexed to
 Dealing 9689418, Easement for
 services and improvements and
 easement for truss and rock
 anchors**

**Full name and address of
 owners of the land.**

**Scots Church Development
 Limited
 ACN 091 686 323
 Level 9, 160 St Georges Terrace
 PERTH WA 6000**

**Rail Corporation New South
 Wales
 ABN 59 325 778 353
 of Level 6, 18 Lee Street
 CHIPPENDALE NSW 2008**

PART 1

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened Lots	Benefited Lots
1	Easement for services and improvements variable width limited in height and depth	Lot 9	Lot 1 DP235235
2	Easement for truss and rock anchors variable width limited in height and depth	Lot 9	Lot 1 DP235235

[Handwritten signatures and initials]

(Sheet 2 of ⁴ 8 Sheets)

Plan:

Redefinition of railway stratum as shown in plan annexed to Dealing 9689418, Easement for services and improvements and easement for truss and rock anchors

DP1087571

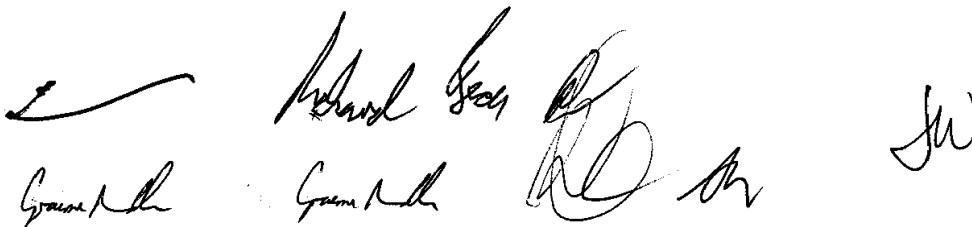
Part 2

Terms of easement No. 1 referred to in the Plan

1. The owner of the lot benefited may insist that the parts of the improvements and the services on the lot benefited which, when this easement was created, encroached on the lot burdened remain but only to the extent they are within the site of this easement.
2. The owner of the lot burdened may insist that this easement be extinguished when the improvements and services on the lot benefited are removed or are no longer used or required by the owner of the lot benefited and the owner of the lot benefited must use its best endeavours to ensure that the easement is removed from the title of the lot benefited and the lot burdened.
3. The owner of the lot burdened must not, without the consent of the owner of the lot benefited, do anything to damage or interfere with the encroaching improvements or services.
4. The owner of the lot benefited is not entitled to enter the lot burdened for the purpose of the rights granted pursuant to this easement, including but not limited to for the purpose of conducting any repair to or maintenance of the encroaching improvements or services.

Terms of easement No. 2 referred to in the Plan

1. The owner of the lot benefited may insist that the parts of the truss and rock anchors on the lot benefited which, when this easement was created, encroached on the lot burdened remain but only to the extent they are within the site of this easement.
2. The owner of the lot burdened may insist that this easement be extinguished when the truss and rock anchors on the lot benefited are removed or are no longer used or required by the owner of the lot benefited and the owner of the lot benefited must use its best endeavours to ensure that the easement is removed from the title of the lot benefited and the lot burdened.



(Sheet 3 of ⁴2 Sheets)

Plan:

DP1087571

Redefinition of railway stratum as shown in plan annexed to Dealing 9689418, Easement for services and improvements and easement for truss and rock anchors

3. The owner of the lot burdened must not, without the consent of the owner of the lot benefited, do anything to damage or interfere with the encroaching truss and rock anchors.
4. The owner of the lot benefited is not entitled to enter the lot burdened for the purposes of the rights granted pursuant to this easement, including but not limited to for the purpose of conducting any repair to or maintenance of the encroaching truss or rock anchors.

**SIGNED by SCOTS CHURCH
DEVELOPMENT LIMITED
ACN 091 686 323 in accordance with
Section 127 of the Corporations Act**



Graeme Rundle

Signature of Director/Secretary

X **GRAEME JOHN RUNDLE**

Full Name of Signatory

**SIGNED for and on behalf of Rail
Corporation New South Wales ABN
59 325 778 353**

Helen Vickers

Signature of Witness

HELEN VICKERS

Full Name of Witness (print)

X *Norman Carey*

Signature of Director

X **NORMAN JOHN CAREY**

Full Name of Signatory



Irina White

Signature of Authorised Signatory

IRINA WHITE

Full Name of Authorised Signatory (print)

[Handwritten signature]

(Sheet ⁴ of 4 Sheets)

DP1087571

Redefinition of railway stratum as
shown in plan annexed to Dealing
9689418, Easement for services
and improvements and easements
for truss and rock anchors

~~SIGNED by CAPITAL FINANCE~~
~~AUSTRALIA LIMITED ACN 069 663 136~~
~~by the party's attorney in the presence of:~~

Witness

Attorney

Name of Witness (print)

Name of Attorney (print)

EXECUTED by YORK STREET
MEZZANINE PTY LIMITED
ACN 090 631 057
in accordance with Section 127 of the
Corporations Act 2001 in the presence of:

Director
Richard Palmer Beck
Name of Director (print)

Director / Secretary

GRAEME JOHN RUNDLE
Name of Director / Secretary (print)



SIGNED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

BRETT LENNANE
MARK CORBETT

All Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

M Calderwood

Witness MARTIN CALDERWOOD
CAPITAL FINANCE

Signature
Signature

Book 4288

no 968





AD321390Q

Form: IIR
Release: 2.0
www.lands.nsw.gov.au

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

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

(A) STAMP DUTY	If applicable. Office of State Revenue use only		
(B) LAND	Torrens Title CP/SP75520		
(C) REGISTERED DEALING	Number AD216793	Torrens Title CP/SP75520	
(D) LODGED BY	Document Collection Box 495R	Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751 SYDNEY 2001 PHONE: 9252 0107 Reference:	CODE R
(E) APPLICANT	THE OWNERS - STRATA PLAN 75520		
(F) NATURE OF REQUEST	Attach plans referred to in Special By-laws 5, 6, 7, 8, 9 and 10 in registered Dealing AD216793		
(G) TEXT OF REQUEST			

DATE

- (H) Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: The Owners - Strata Plan 75520
Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

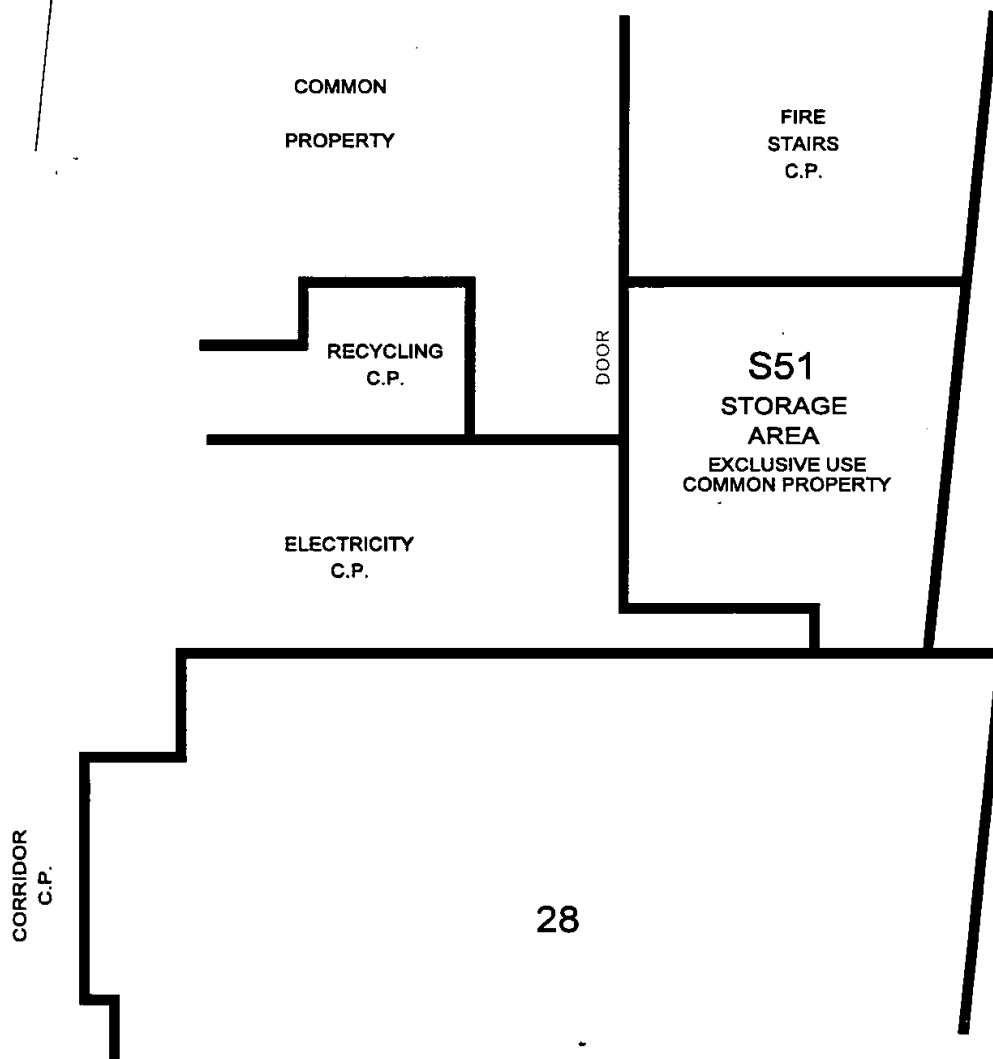
TONY FORESTHEW
SENIOR STRATA MANAGER

Name of authorised person:
Office held:



PLAN
SHOWING EXCLUSIVE USE
COMMON PROPERTY STORAGE AREA
STRATA PLAN 75520 - LEVEL 3

1:50



C.P. - DENOTES COMMON PROPERTY



RYGATE & COMPANY PTY LIMITED
SURVEYORS

LEVEL 3, 81 YORK STREET, SYDNEY 2000
PHONE 9262 6800 FAX 9262 6843
ABN 61 001 204897

REF: 72533

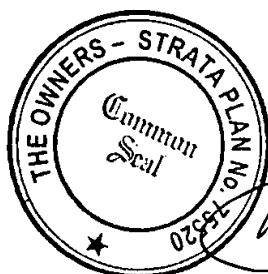
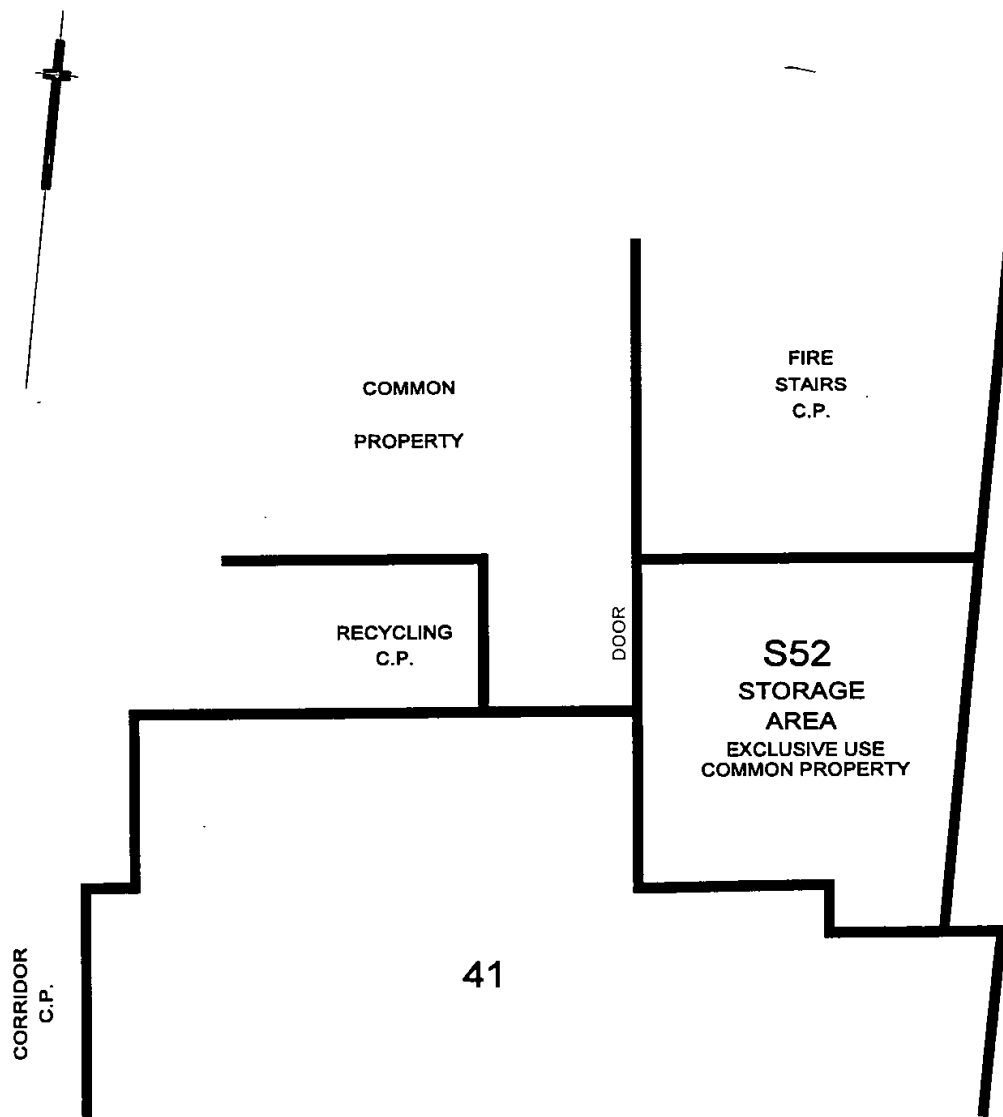
DATE: 5/3/2007

2 of 7

93

PLAN
SHOWING EXCLUSIVE USE
COMMON PROPERTY STORAGE AREA
STRATA PLAN 75520 - LEVEL 4

1:50



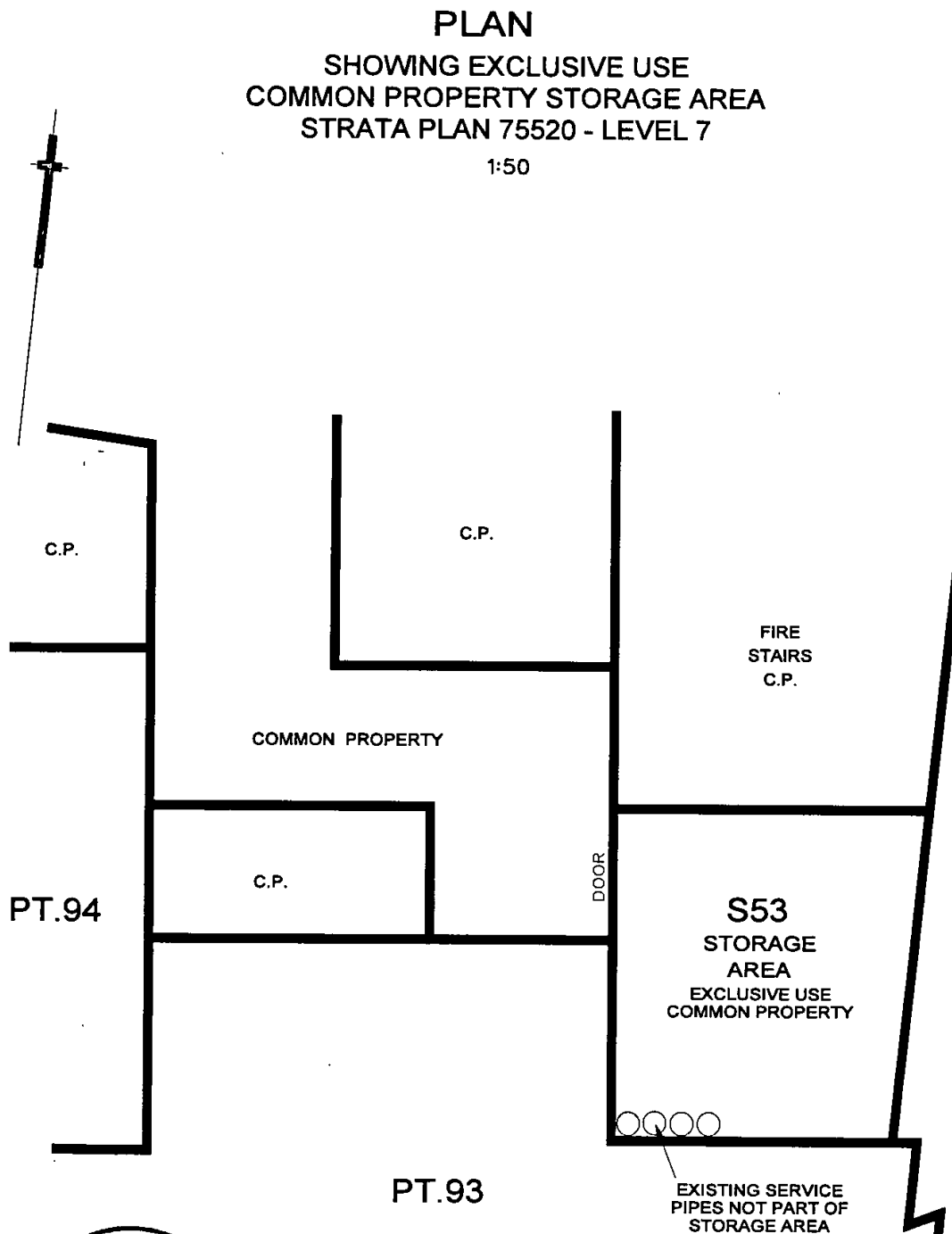
C.P. - DENOTES COMMON PROPERTY

RYGATE & COMPANY PTY LIMITED
SURVEYORS
LEVEL 3, 81 YORK STREET, SYDNEY 2011
PHONE 9262 6800 FAX 9262 6800
ABN 61 001 204897

REF: 72533

DATE: 5/3/20

3 of 7

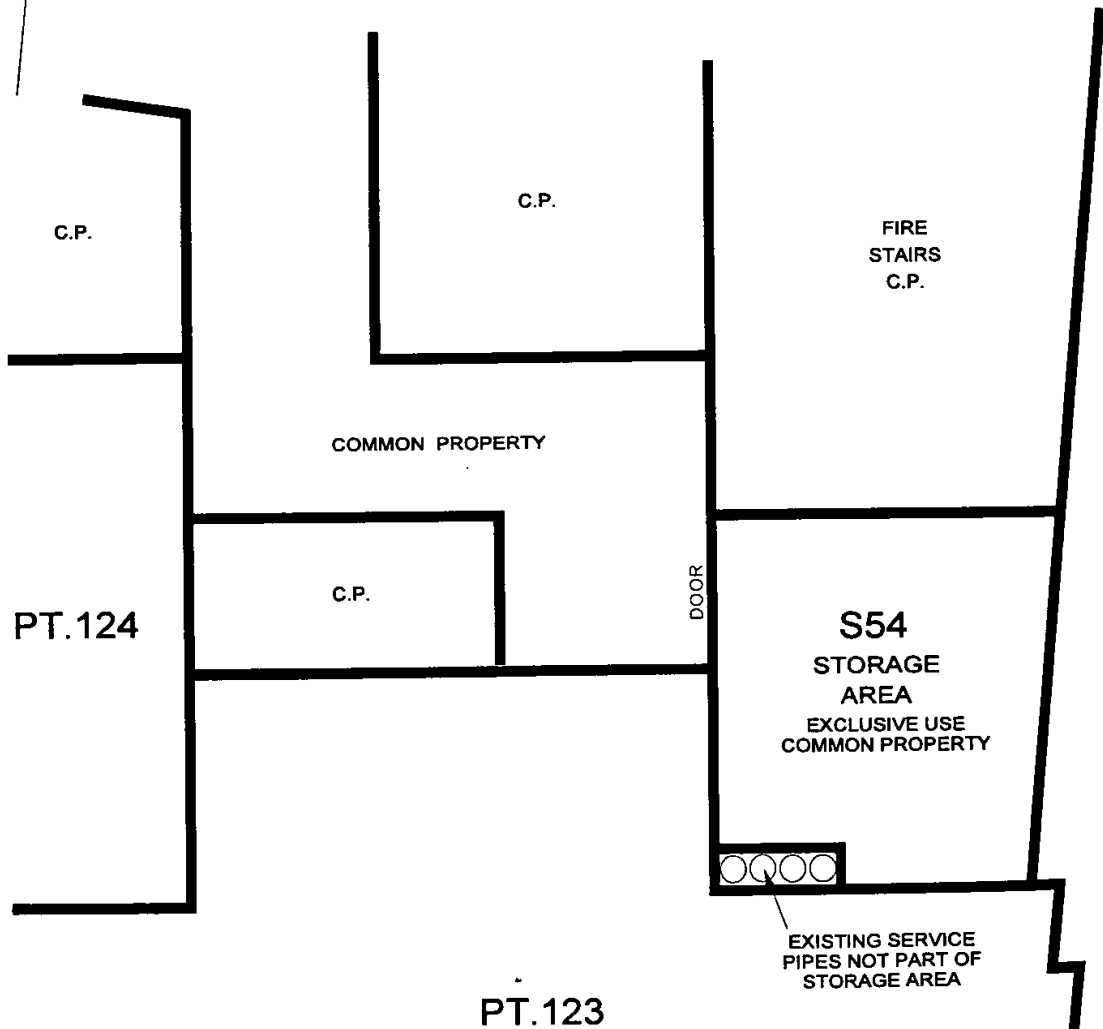


RYGATE & COMPANY PTY LIMITED
SURVEYORS
LEVEL 3, 81 YORK STREET, SYDNEY 2000
PHONE 9262 6800 FAX 9262 6843
ABN 61 001 204897

95

PLAN
SHOWING EXCLUSIVE USE
COMMON PROPERTY STORAGE AREA
STRATA PLAN 75520 - LEVEL 9

1:50



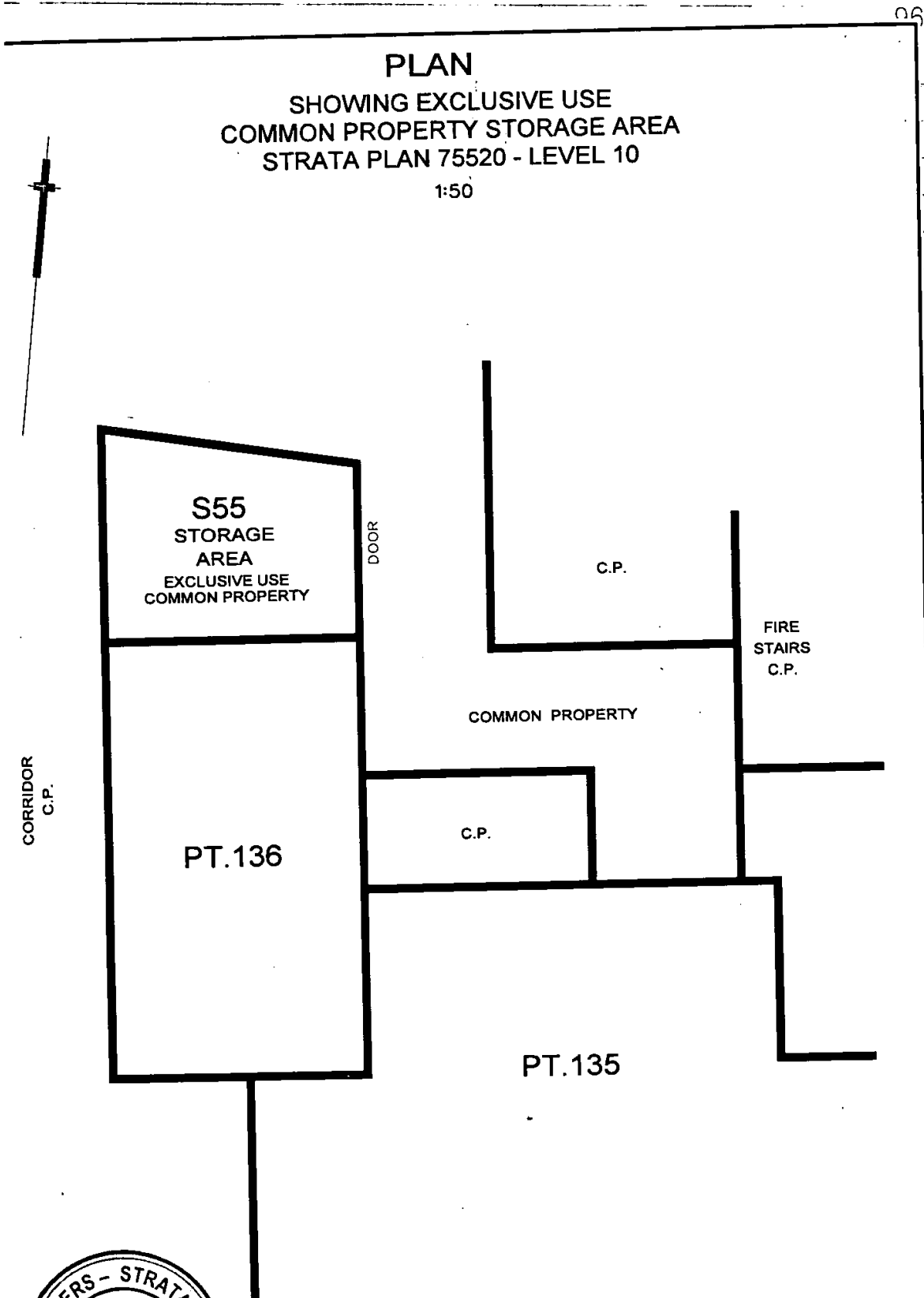
C.P. - DENOTES COMMON PROPERTY

507

RYGATE & COMPANY PTY LIMITED
SURVEYORS
LEVEL 3, 81 YORK STREET, SYDNEY 2000
PHONE 9262 6800 FAX 9262 6843
ABN 61 001 204897

REF: 72533

DATE: 5/3/2007



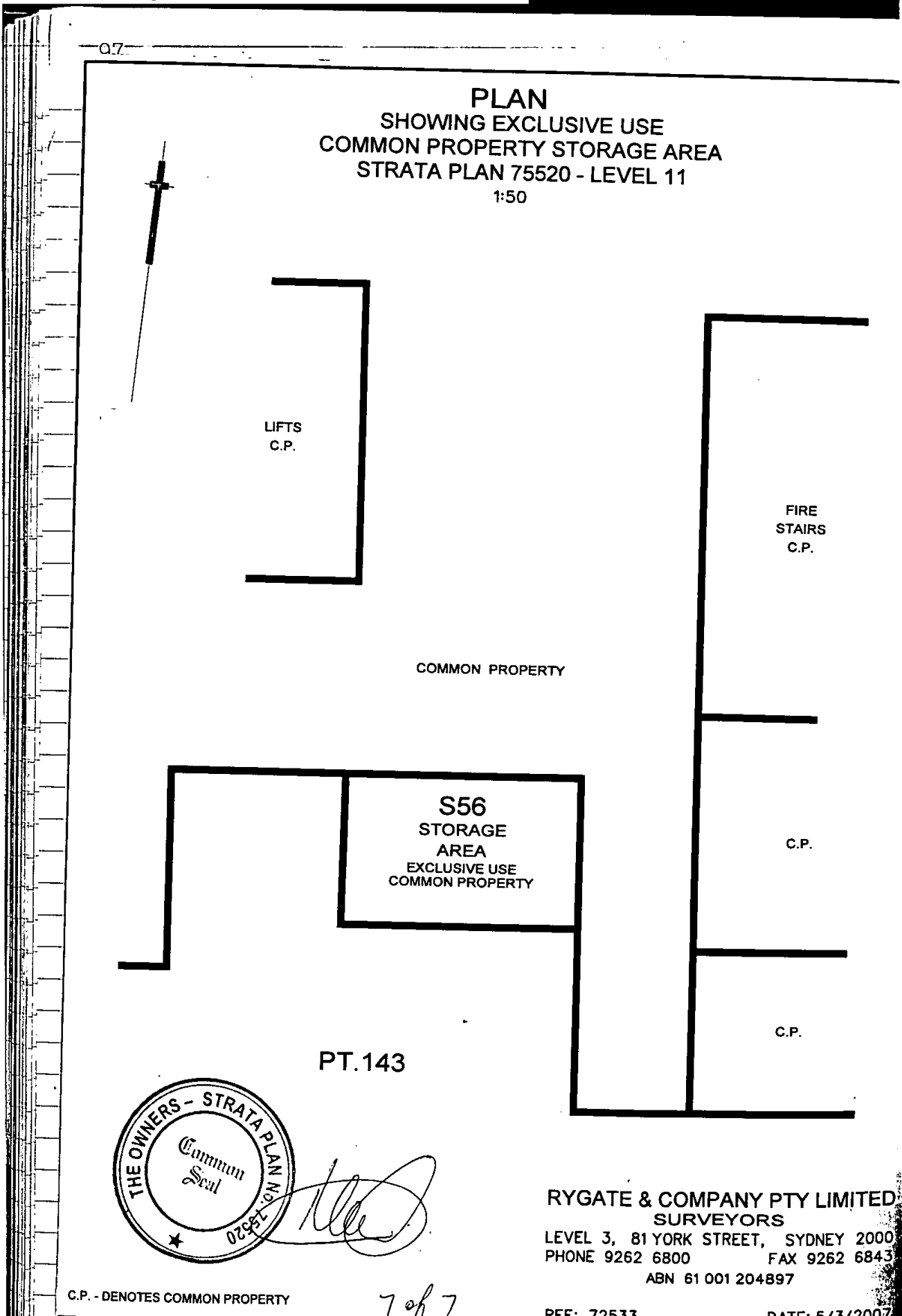
-- DENOTES COMMON PROPERTY

RYGATE & COMPANY PTY LIMITED
SURVEYORS
LEVEL 3, 81 YORK STREET, SYDNEY 2000
PHONE 9262 6800 FAX 9262 6843
ABN 61 001 204897

REF: 72533

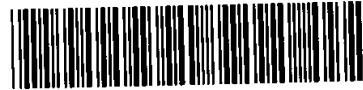
DATE: 5/3/2007

6 of 7



Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-L
New South Wales
Real Property Act 1900



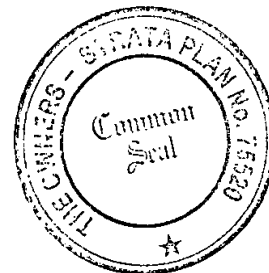
AD216793D

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/SP75520				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 495R</td><td>Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____</td></tr></table>	Document Collection Box 495R	Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Document Collection Box 495R	Name, Address or DX and Telephone LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: _____				
CODE CB					

- (C) The Owners-Strata Plan No. 75520 certify that pursuant to a resolution passed on 07 May 2007 and in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996
- (D) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-laws 4 to 11 inclusive
Amended by-law No. 47
as fully set out below:

(See annexure hereto)



- (F) The common seal of the Owners-Strata Plan No. 75520 was affixed on 31 MAY 2007 in the presence of—
Signature(s): 

Name(s): TONY FORESTER

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

STRATA SCHEME NO 75520
ANNEXURE TO NOTIFICATION OF BY-LAWS

SPECIAL BY-LAW 4 - Car Stacker Space

1. Lot "9" is replaced with Lot number "100" in Column A of the table contained in By-law 45.2 to provide Lot 100 with a non-exclusive use to park one (1) vehicle in the Car Stacker as shown in Column B of the table in accordance with the provisions contained within By-law 45 and remove such right from Lot 9 which will no longer have a non-exclusive right to park in the Car Stacker.
2. Lot "80" is added to in Column A of the table contained in By-law 45.2 with a non-exclusive use to park one (1) vehicle in the Car Stacker as shown in Column B of the table in accordance with the provisions contained within By-law 45.

The Owner of Lot "80" pay the Owners Corporation a one off payment for the sum of \$86,500 GST Inclusive for the purchase of the Non-Exclusive Use Car Stacker space prior to the lodgement Certificate of Title to the Land and Property Information (NSW) for the granting of the Exclusive Use as passed in Motion 3 of the meeting at which this by-law was passed. Payment must be received by the Owners Corporation within (1) month of the decision being passed.

SPECIAL BY-LAW 5 - Storage Space Level 3 Lot 24

1. Lot "24" be granted Exclusive Use of the designated Storage area on Level 3 and as shown on the "Plan" (by Rygate dated 5/3/2007, and marked Level 3-S51) showing Exclusive Use Storage Areas Level "3". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "24" is granted Exclusive Use to the identified additional storage area on Level 3. And that the Owner of Lot "24" pay the Owners Corporation a one off payment for the sum of \$12,150.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 5 of the meeting at

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 75520 was affixed on the 8th day of OS 2007 in the
presence of

Names: TONY FORESHEW
Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



which this by-law was passed. Payment must be received by the Owners Corporation within (1) month of the decision being passed.

SPECIAL BY-LAW 6 - Storage space Level 4 Lot 147

1. Lot "147" is granted Exclusive Use of the designated Storage Area on Level 4 and as shown on the "Plan" (by Rygate dated 5/3/2007, and marked Level 4-S52) showing Exclusive Use Storage Areas Level "4". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "147" be granted Exclusive Use to the Identified additional storage area on Level 4. And that the Owner of Lot "147" pay the Owners Corporation a one off payment for the sum of \$14,100.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (7) of the meeting at which this by-law was passed. Payment must be received by the Owners Corporation within (1) month of the decision being passed.

SPECIAL BY-LAW 7 - Storage Space Level 7 Lot 76

1. Lot "76" be granted Exclusive Use of the designated Storage area on Level 7 and as shown on the "Plan" (by Rygate dated 5/3/2007, and marked Level 7-S53) showing Exclusive Use Storage Areas Level "7". The Lot Owner is to comply with the provisions of by-law 38 of the Owners Corporations By-laws.

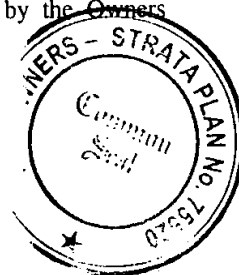
And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "76" is granted Exclusive use to the identified additional storage area on Level 7. And that the Owner of Lot "76" pay the Owners Corporation a one off payment for the sum of \$13,100.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (9) of the meeting at which this by-law was passed. Payment must be received by the Owners Corporation within (1) month of the decision being passed.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 7532 was affixed on the 31 day of May 2007 in the
presence of

Names: TONY FOULINEN
Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



SPECIAL BY-LAW 8 - Storage Space Level 9 Lot 116

1. Lot "116" is granted Exclusive Use of the designated Storage area on Level 9 and as shown on the "Plan" (by Rygate dated 5/3/2007, and marked Level 9-S54) showing Exclusive Use Storage Areas Level "9". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot 116 is granted Exclusive Use to the identified additional storage area on Level 9. And that the Owner of Lot 116 pay the Owners Corporation a one off payment for the sum of \$11,000.00 GST inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 11 of the meeting at which this by-law was passed. Payment must be received by the Owners Corporation within (1) month of the decision being passed.

SPECIAL BY-LAW 9 - Storage Space Level 10 Lot 135

1. Lot "135" is granted Exclusive Use of the designated Storage area on Level 10 and as shown on the "Plan" (by Rygate dated 5/3/2007, and marked Level 10-S55) showing Exclusive Use Storage Areas Level "10". The Lot Owner is to comply with the provision of by-law 38 of the Owners Corporations By-laws.

And provide the owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "135" is granted Exclusive Use to the identified additional storage area on Lot 10. and the owner of Lot "135" pay the Owners Corporation a one off payment for the sum of \$8,800.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (13) of the meeting at which this by-law was passed. Payment must be received by the Owners Corporation within (1) month of the decision being passed.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 75520 was affixed on the 31 day of May 2007 in the presence of

Names: TONY FORREST
Signatures: [Signature]

being the persons authorised by Section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



SPECIAL BY-LAW 10 - Storage Spece Level 11 Lot 141

1. Lot 141 is granted Exclusive use of the designated Storage area on Level 11 and as shown on the "Plan" (by Rygate dated 5/3/2007, and marked Level 11-S56) showing Exclusive Use Storage Areas Level "11". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "141" is granted Exclusive Use to the identified additional storage area on Level 11. And that the Owner of Lot "141" pay the Owners Corporation a one off payment for the sum of \$17,111.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 15 of the meeting at which this by-law was passed. Payment must be received by the Owners Corporation within (1) month of the decision being passed.

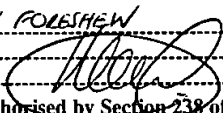
SPECIAL BY-LAW 11

By-law 47 - Exclusive Use Rights is amended pertaining to Lots 151, 152 and 153 to read as follows:

- 47.1 The Owners for the time being of the Lots listed in Column A in the table below are entitled to the exclusive use and enjoyment of the area of Common Property designated in Column B in the table below as further identified on the Plan of Exclusive Use Areas of Common Property within Basement Level Strata Plan 75520 as prepared by Rygate & Company dated 3 May 2006 annexed to the minutes of the meeting at which this by-law was passed (the "Plan") subject to the provisions contained in this by-law 47 (the "Exclusive Use Right").

COLUMN A	COLUMN B
Lot Number	Exclusive Use Area
151	C
152	A
153	B

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 75520 was affixed on the 31 day of May 2007 in the
presence of

Names:-----TONY FOLESHAW-----
Signatures:----------

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



47.2 For the purpose of this by-law, the following terms have the following meanings:

Approved Airconditioning Equipment means Airconditioning Equipment to be installed on an Exclusive Use Area that is approved by the Original Owner or Owners Corporation in accordance with this by-law.

Airconditioning Equipment means airconditioning condenser units and associated plant, pipes, wires, cables, pumps and fans installed for the purpose of supply airconditioning to its respective Lot.

Exclusive Use Area means the use of the Exclusive Use Area for the installation of Approved Airconditioning Equipment and for no other purpose EXCEPT as otherwise approved by the Original Owner or the Owners Corporation whose consent shall not be unreasonably withheld.

47.3 The owner or Occupier of a Commercial Lot may only install Approved Airconditioning Equipment on its allocated Exclusive Use Area with the consent of the Original owner or the Owners Corporation and shall only use its allocated Exclusive Use Area for a Permissible Use.

47.4 Should the Owner or Occupier of a Commercial Lot wish to install Approved Airconditioning Equipment on its allocated Exclusive Use Area, the Owner or Occupier shall first submit details, plans and specifications to the Original owner or the Owners Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed Airconditioning Equipment is appropriate in size and capacity for the Exclusive Use Area and shall not cause undue noise or nuisance to any other Owners or Occupiers using the Common Property nor interfere with any other commercial Lot Owner's or Occupier's use of its Exclusive Use Right.

47.5 The Owner or Occupier of a Commercial Lot shall not commence installation of any Approved Airconditioning Equipment unless it has first obtained approval from Council or a private certifier, if necessary, for the works in accordance with the details, plans and specifications approved by the Original Owner or the Owners Corporation, as the case may be.

47.6 Should the Original Owner or the Owners Corporation, as the case may be, consent to the Approved Airconditioning Equipment, the owner or Occupier of the Commercial Lot shall have the right to the exclusive use and enjoyment of such part of the Common Property that the Approved Airconditioning Equipment attaches to, if any.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 75520 was affixed on the 31 day of May 2007 in the
presence of

Names:-----
Signatures:-----

being the persons authorised by Section 228 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.

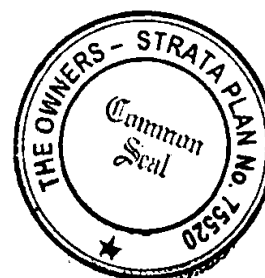


- 47.7 The Owner or occupier of a Commercial Lot shall ensure that its allocated Exclusive Use Area is kept clean and free of vermin at all times and is responsible for the ongoing repair and maintenance of the Approved Airconditioning Equipment and shall ensure that such Airconditioning Equipment operates efficiently and in such manner as to cause the least noise and disturbance to other Owners and Occupiers at all times.
- 47.8 In the event that the Owner or Occupier or person authorised by the owner fails to maintain the Approved Airconditioning Equipment in accordance with this by-law, the Owners Corporation, or any person authorised by it, may either remove the Approved Airconditioning Equipment or undertake any works necessary to maintain the Approved Airconditioning Equipment to be in keeping with this by-law. The cost of the owners Corporation undertaking such removal or maintenance works shall be a debt payable by the Owner to the owners Corporation on demand.
- 47.9 Should the Owner or Occupier remove the Approved Airconditioning Equipment at any time (or the Owners Corporation remove the Approved Airconditioning Equipment in accordance with by-law 47.8), the Owner or Occupier shall repair any damage caused to the Common Property and restore the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 47.10 The Owner of a Commercial Lot shall be entitled to lay any pipes, wires, cables, ducts, and the like ("Airconditioning Services") within the service ducts located in the Common Property and any Easement for Services to provide access to connect the Approved Airconditioning Equipment to the Commercial Lot, as may be approved by the Original Owner or Owners Corporation (which approval may not be unreasonably withheld), and shall have the right to access such service ducts located in the Common Property and any Easement for Services from time to time to enable the repair and maintenance of the same.
- 47.11 Should an Owner or Occupier of the Commercial Lot lay any Airconditioning Services as anticipated in by-law 47.10, the Owner is responsible for the ongoing repair and maintenance of its Airconditioning Services and shall ensure that such services are well maintained at all times.
- 47.12 Should an Owner or Occupier of the Commercial Lot connect any Airconditioning Services as anticipated in by-law 47.10, the Owner shall ensure that such service is approved by the relevant consent authority and separately metered. Such Owner or Occupier, as the case may be, shall be solely responsible for the payment of all service, connection fees and usage (or the like)

THE COMMON SEAL of THE OWNERS - STRATA PLAN
 NO 75520 was affixed on the 31 day of May 2007 in the
 presence of

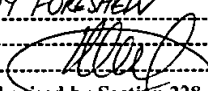
Names:-----
 Signatures:-----

being the persons authorised by Section 238 of the Strata Schemes
 Management Act 1996 to attest the affixing of the seal.



as shall be payable with respect to such Airconditioning Services from time to time.

THE COMMON SEAL of THE OWNERS - STRATA PLAN
NO 75520 was affixed on the 3 day of May 2007 in the
presence of

Names: TONY FORESHEW
Signatures: 

being the persons authorised by Section 238 of the Strata Schemes
Management Act 1996 to attest the affixing of the seal.



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AM762526E

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/SP75520
- (B) **LODGED BY**
- | | | |
|--|--|-------------------|
| Document
Collection
Box
1W | Name, Address or DX, Telephone, and Customer Account Number if any
Bylaws Assist
PO BOX: 8274, Baulkham Hills, NSW, 2153
+61 413 659 677 (LPI Customer Account Number: 135632E)
Reference: BLA/732 | CODE
CH |
|--|--|-------------------|
- (C) The Owners-Strata Plan No. 75520 certify that a special resolution was passed on 27/3/2017
- (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. _____
Added by-law No. Special By-law No.21
Amended by-law No. _____
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 75520 which includes new Added Special By-law No.21 on Page 56 of 57.

- (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 1.
- (G) The seal of The Owners-Strata Plan No. 75520 was affixed on 26/09/17 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: DAVID FERGUSON

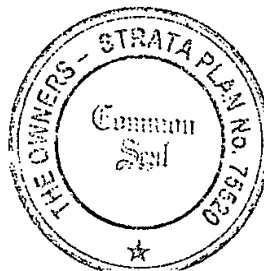
Name: DAVID FERGUSON

Authority: STRATA MANAGING AGENT

Signature: _____

Name: _____

Authority: _____



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 75520

Table of Contents

1. Definitions.....	4
2. Rules	6
3. Noise	6
4. Vehicles.....	6
5. Obstruction of Common Property.....	7
6. Damage Plants on Common Property	7
7. Damage to Common Property	7
8. Behaviour of Owners, Occupiers and invitees	8
9. Children Playing On Common Property In Building.....	8
10. Depositing Rubbish and Other Material on Common Property	8
11. Drying of Laundry Items.....	8
12. Cleaning windows and doors.....	8
13. Storage of inflammable liquids and other substances	8
14. Moving furniture and other objects on or through Common Property [Repealed].....	9
15. Floor coverings [Repealed].....	9
16. Garbage disposal	9
17. Keeping of Animals	9
18. Appearance of Lot	10
19. Notice Board.....	11
20. Change in Use of Lot to be Notified.....	11
21. Curtains & Window Coverings	11
22. Air Conditioning in the Building.....	11
23. Hot Water Systems.....	12
24. Structural Support in the Building.....	12
25. Access to Inspect or Read Meters.....	12
26. Common Property & Reception Area	12
27. Security.....	13
28. Gas Service	13
29. Restricting Access to Common Property.....	13
30. Security Keys and Cards	13
31. Agreement with the Building Manager	14
32. Building Management and an Owner or Occupier of a Lot.....	15
33. Failure to Comply with By-laws.....	15
34. Cleaning of Lot and Range hoods	15
35. Products used in Scheme	15
36. Use of Balconies.....	15
37. Escape of smoke and noxious smells.....	16

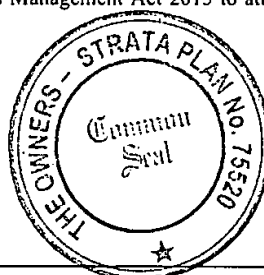
38. Storage Areas	16
39. Smoking, Alcohol etc.	16
40. Use of Lots	16
41. Use of Commercial Lots	16
42. General Exclusive Use Rights.....	19
43. Exclusive Use Right - Lot 147.....	19
44. Exclusive Use of Storage Areas	20
45. Carparking Entitlements.....	21
46. Strata Management Statement.....	27
47. Exclusive Use Rights for Lots 151,152 and 153	27
48. Bike Racks.....	29
SPECIAL BY LAWS.....	29
Special By law 3	29
Special By law 4 - Amendment to vehicles.....	29
Special By law 5 - Storage Space Level 3 Lot 24	30
Special By law 6 - Storage Space Level 4 Lot 147.....	30
Special By law 7 - Storage Space Level 7 Lot 76	30
Special By law 8 - Storage Space Level 9 Lot 116.....	30
Special By law 9 - Storage Space Level 10 Lot 135.....	31
Special By law 10 - Storage Space Level 11 Lot 141	31
Special By law 12 - Exclusive Use Lot 8 and 9.....	31
Special By law 13 - Moving in and out	35
Special By law 14 - Service of documents by email	37
Special By law 15.....	38
Special By law 16 - Floor coverings	38
Special By Law 17.....	39
Special By Law 18 - Proposed Owners Works	41
Special By law 19 - Security Access Devices	44
Special By-Law No 20 - LOT 69 IMPROVEMENTS.....	55
Special By-law No. 21 - MINOR RENOVATIONS.....	56

The seal of The Owners-Strata Plan No 75520 was affixed on 26/09/17 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): DAVID FERGUSON

Name(s) [use block letters]: DAVID FERGUSON

Authority: STRATA MANAGING AGENT



"Portico", 2 York Street, Sydney

Instrument setting out terms of By-laws of the Strata Plan

1. Definitions

In these By-laws:

Act means *Strata Schemes Management Act 1996* (NSW) as amended.

Authorised Users means the representatives, contractors, agents, employees, licensees, clients, customers or invitees of an Owner or Occupier person:

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means the areas shown on the Strata Plan as being a Terrace, Enclosed Terrace, Courtyard, Balcony or any other area generally considered to have the attributes of a balcony as determined by the Executive Committee.

Building means the building constructed on the Land which contains the Scheme and includes the Church Stratum, Carstacker, Storage Areas and Common Property within the Scheme.

Building Manager means the person or corporation referred to in By-law 31, whether appointed by the Original Owner or the Owners Corporation, if any.

Building Management Agreement means any building management agreement entered into in accordance with By-law 31.

Building Management Committee means the building management committee as defined and constituted in accordance with the provisions contained within the Strata Management Statement.

By-law(s) means the by-laws contained in this document as may be varied from time to time in accordance with the Act.

Carparking Entitlement means the entitlement of a Carparking Owner to park the number of vehicles in the Carstacker as specified in Column B of the table in By-law 45.

Carparking Owner means an Owner of a Lot that has a Carparking Entitlement as specified in Column A of the table in By-law 45.

Carstacker means carstacker system located in and below the basement of the Building and includes the entry and exit modules and areas adjacent to the entry and exit modules.

Church Stratum means the part of the Building that comprises the Church Stratum as shown as Lot 11 on the Stratum Plan.

Commercial Lot(s) means Lots 149 to 153 (inclusive)

Common Property means:

- (a) Common property in the Scheme; and
- (b) The Owners Corporation's personal property.

Council means the City of Sydney or its successor or any other consent authority that has jurisdiction over the Building, Lots, and / or Common Property.

Easement for Services means any easement for services created upon registration of the Stratum Plan in favour of the Residential / Retail Stratum.

Executive Committee means the Executive Committee of the Owners Corporation elected in accordance with the Act.

Exclusive Use Storage Area means an area of the Common Property dedicated to the exclusive use and enjoyment of a Storage Owner as shown on the Exclusive Use Storage Area Plan.

Exclusive Use Storage Area Plan means the plan of the Exclusive Use Storage Areas annexed to these By-laws and marked "Annexure A".

Gas Service means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and individual Lots.

Heritage Act means the Heritage Act 1977.

Heritage Maintenance Plan means the plan prepared by the Original Owner's nominated heritage consultant and implemented by the Building Management Committee in accordance with the Strata Management Statement to ensure the future management of the Building has full regard for and maintains the heritage significance of the Building.

Hot Water System means any system for the reticulation of hot water to parts of the Common Property and individual Lots.

Intercom System means any System for communication between parts of the Common Property (including the entrances to the Building) and individual Lots.

Land means the land contained in lot 1 in deposited plan 235235, being the whole of the land comprised in Certificate of Title Folio Identifier 1/235235 as may have been so redefined and subdivided to create the Scheme.

Loading Bays means the loading bays located on the basement level of the Building as shown on the Stratum Plan and Strata Plan.

Lot means a lot in the Scheme.

Occupier means an Occupier or lessee of a Lot.

Original Owner means *Scots Church Development Limited*.

Owner means:

- (a) the registered proprietor for the time being of a Lot;
- (b) if a Lot is at any time subdivided, the Owners for the time being of the each of the new Lots created as a result of that subdivision;
- (c) in the context of a By-law granting exclusive use and special privileges over Common Property, the Owner(s) of the Lot(s) having the benefit of that exclusive use or special privilege; and
- (d) unless a By-law states otherwise, the mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation for the Scheme.

Reception Area means that area of Common Property located on the Ground Floor as shown in the Strata Plan including the foyer, entrance-way and hallways.

Residential Lot(s) means Lots 1 to 148 (inclusive).

Residential / Retail Stratum means the part of the Building that comprises the Residential / Retail Stratum as shown as Lot 10 on the Stratum Plan.

Rules means the rules created in accordance with By-law 2.1 as may be added to or varied by the Owners Corporation or Executive Committee from time to time.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these By-laws.

Security System means any system designed to promote security within the Building, including any audio surveillance devices, visual security cameras and other audio/visual surveillance equipment.

Storage Area means any area that is designated on the Strata Plan as a storage area including any Exclusive Use Storage Areas.

Storage Entitlement means the entitlement of a Storage Owner to store items in an allocated Exclusive Use Storage Area as specified in Column B of the table in By-law 44.

Storage Owner means an Owner of a Lot that has a Storage Entitlement as specified in Column A of the table in By-law 44.

Strata Management Statement means the strata management statement registered at the Office of Land and Property Information accompanying these By-laws.

Strata Manager means the person appointed from time under Part 4 of the Act in relation to the Scheme.

Strata Plan means the plan of strata subdivision registered at the Office of Land and Property Information accompanying these By-laws.

Stratum Plan means the plan of stratum subdivision of the Land registered at the Office of Land and Property Information.

Unit Entitlements means the unit entitlements determined in accordance with the Act as recorded on the Strata Plan.

2. Rules

- 2.1 The Owners Corporation and Executive Committee may make Rules about the security control, management, operation, use and quiet enjoyment of the part of the Building comprising the Scheme. Rules must comply with and be Consistent with the By-Laws and the Act.
- 2.2 The Executive Committee may add to or change the Rules at any time.
- 2.3 An Owner or Occupier must comply with the Rules.
- 2.4 If a Rule is inconsistent with a By-law or the Act, the By-law or Act prevails to the extent of the inconsistency.
- 2.5 Any Owner or Occupier may obtain a copy of the current Rules on reasonable notice from the Building Manager or the Strata Manager.

3. Noise

An Owner or Occupier must not create any noise on a Lot or the Common Property, or install any device within the Owner's Lot, likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

4. Vehicles

- 4.1 An Owner or Occupier must not park or stand (for any period other than to load and unload passengers) any motor or other vehicle on Common Property nor park or stand any motor or other vehicle that may obstruct access to the driveway at any time or allow any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property or obstruct access to the driveway except with the prior written approval of the Owners Corporation.
- 4.2 An Owner or Occupier or their representatives, contractors, agents, employees or licensees, must not park or stand any motor or other vehicle in any parking space designated for use as a Loading Bay except for the express purpose of loading and unloading goods and materials and such Owner or Occupier or their representatives, contractors, agents, employees or licensees, must not leave their vehicle unattended for any period greater than five (5) minutes from the time of arrival.

- 4.2A If an Owner or Occupier parks or stands a vehicle on Common Property in breach of By Law 4.1 or in a Loading Bay in breach of By-law 4.2, then the Owners Corporation is entitled to take one or more of the following actions:
- a) to immobilise the vehicle;
 - b) in the case of a vehicle parked in a Loading Bay, to chain the vehicle into the bay; and
 - c) to remove the vehicle, by towing or otherwise, at the cost and expense of the Owner or Occupier.
- 4.3 An Owner or Occupier may not lease, license, transfer, assign or otherwise part with possession of its Carparking Entitlement within the Carstacker, if any, to any person or entity other than another occupant, tenant or resident of a Lot within the Building.
5. **Obstruction of Common Property**
- An Owner or Occupier or any Authorised User must not obstruct the lawful use of Common Property by any person.
6. **Damage Plants on Common Property**
- An Owner or Occupier or any Authorised User must not:
- (a) damage any plant or flower being part of or situated on Common Property; or
 - (b) use any portion of the Common Property for a garden for their own purpose.
7. **Damage to Common Property**
- 7.1 An Owner or Occupier or any Authorised User must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the prior written approval of the Owners Corporation.
- 7.2 An approval given by the Owners Corporation under By-law 7.1 cannot authorise any additions to the Common Property.
- 7.3 This By-law does not prevent an Owner or person authorised by an Owner from installing:
- (a) any locking or other safety device for protection of the Owner's Lot against intruders;
 - (b) any screen or other device to prevent entry of animals or insects on the Lot; or
 - (c) any structure or device to prevent harm to children;
- provided that such screen, structure or device complies with the Fire Safety Standards of Australia.
- 7.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the Building.
- 7.5 The Owners Corporation and Executive Committee may make Rules with respect to the type and quality of installations that may be installed pursuant to clause 7.3.
- 7.6 Despite section 62 of the Act, the Owner must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 7.3 that forms part of the Common Property and that services the Lot; and
 - (b) repair any damage caused to any part of the Common Property by the installation or removal of any installation or structure referred to in By-law 7.3.

- 7.7 If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to clause 7.3, which does not comply with Fire Safety Standards of Australia or is not in keeping with the appearance of the Building in accordance with By-laws 7.4, the Owners Corporation or any person authorised by it, may remove such screen, Structure or device and replace it with a screen, structure or device which complies with Fire Safety Standards of Australia or is in keeping with the appearance of the Building in accordance with By-law 7.4. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8. Behaviour of Owners, Occupiers and invitees

- 8.1 An Owner or Occupier or any Authorised User when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- 8.2 An Owner or Occupier must take all reasonable steps to ensure that any Authorised User of the Owner or Occupier does not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- 8.3 Where these By-laws require an Authorised User to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting the Authorised User to enter the Building must ensure that the relevant Authorised User complies with such requirement.

9. Children Playing On Common Property In Building

An Owner or Occupier or any Authorised User must not permit any child of whom the Owner or Occupier or any Authorised User has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property, unless accompanied by an adult exercising effective control, to enter or to remain within the Common Property including the car parking areas and other areas of possible danger or hazard to children.

10. Depositing Rubbish and Other Material on Common Property

An Owner or Occupier or any Authorised User must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

11. Drying of Laundry Items

An Owner or Occupier or any Authorised User must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot or Common Property in such a way as to be visible from outside the Building or any other Lot within the Building.

12. Cleaning windows and doors

An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property, unless:

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

13. Storage of inflammable liquids and other substances

- 13.1 An Owner or Occupier or any Authorised User must not except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas, any explosive or combustible materials or materials capable of being used to create explosives or become combustible, corrosive agent or compound or toxic substance or other inflammable material.

- 13.2 This By-law 13 does not apply to chemicals liquids, gases or other material stored in a legally approved storage vessel used and intended to be used for normal domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
14. **Moving furniture and other objects on or through Common Property [Repealed]**
15. **Floor coverings [Repealed]**
16. **Garbage disposal**
- 16.1 An Owner or Occupier of a Residential Lot must:
- (a) dispose of general waste by using the garbage chute in the Building, which can be accessed on levels 1-12 through the garbage room located on the Common Property;
 - (b) ensure that no glass or sharp items or any other items that may damage or block the garbage chute are placed in the garbage chute;
 - (c) dispose of recyclable waste by placing it in an appropriate container in the garbage area located in the Basement;
 - (d) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely cleaned and drained, and
 - (e) promptly remove any thing which the Owner, Occupier or any Authorised User or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.
- 16.2 Owners and Occupiers and any Authorised Users must comply with any Rules or directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- 16.3 In the event that an Owner, Occupier or Authorised User does not dispose of items or rubbish as set out in this By-law 16, or either leaves items or rubbish in the garbage room located on each level or on any Common Property, or damages the garbage chute by the incorrect disposal of items or rubbish, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may remove the items or rubbish or undertake any works necessary to repair the garbage chute as may be required. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or repair works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 16.4 Nothing in this By-law 16 requires an Owner or Occupier or any Authorised User to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
17. **Keeping of Animals**
- 17.1 Subject to section 49(4) of the Act, an Owner or Occupier or any Authorised User must not keep any animal (except a cat, a dog, a small caged bird or fish kept in its secure aquarium) on the Lot or the Common Property unless the Owners Corporation gives its prior written approval to the keeping of an animal on a Lot or the Common Property.
- 17.2 The Owner or Occupier or any Authorised User who keeps an animal on the Lot must at all times:
- (a) keep the animal within the Lot;
 - (b) ensure that the animal is kept clean and free of vermin and noxious smells at all times;
 - (c) carry the animal when it is on the Common Property (unless otherwise authorised by the Owners Corporation in accordance with By-law 17.2A);
 - (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal;

- (e) ensure that the animal does not cause unreasonable interference (including in relation to the generation of noise) with Owners or Occupiers of any other Lot; and
 - (f) dispose of faeces in a responsible manner that does not interfere (including in relation to the generation of smell) with Owners or Occupiers of any other Lot;
 - (g) not dispose of any kitty-litter or the like down any toilet or other drainage outlet.
- 17.2A The Owners Corporation in its absolute discretion may authorise in writing for an Owner, Occupier or any Authorised User not to carry a dog on the Common Property subject to the following conditions being followed whenever the dog is not carried on the Common Property:
- (a) The dog must be kept controlled on a leash at all times while it is not being carried on Common Property.
 - (b) The dog must enter and exit the building through the car park level (via Margaret Lane). Dogs that are not being carried are not permitted in the foyer and must not enter or exit through York Street or Jamison Street.
 - (c) The Owner, Occupier or any Authorised User must not enter the elevator with the dog if:
 - i) there is already someone in the lift when the lift arrives; or
 - ii) there is someone else waiting to enter the lift at the same time,

unless Owner, Occupier or any Authorised User first asks whether any person in or waiting for the lift would be uncomfortable travelling in the lift with the dog and all persons confirm they are comfortable for the dog to be in the lift with them. For the avoidance of doubt, if an Owner, Occupier or any Authorised User with a dog is already in the lift and the lift stops at another level on the way up or down, the resident with the dog is not required to exit the lift for another resident.
 - (d) The dog must be either in a sitting or lying down position while in the lift with other people.
- 17.3 Despite By-law 17.1, an Owner may keep any animal on the Owner's Lot if:
- (a) the Original Owner approved of the keeping of such animal, prior to the date on which the relevant Owner became the owner of a Lot; and
 - (b) the Owner otherwise complies with By-law 17.2,
- and provided that such right shall continue only for so long only as the animal referred to in the Original Owner's approval is alive.
- 17.4 In the event that a dispute arises between the Owners Corporation and an Owner or Occupier as to whether an Owner or Occupier is complying with this By-law 17, such dispute shall be referred to an expert appointed by the President of the Law Society of NSW for determination, whose decision shall be binding on the parties, with the costs of such determination to be borne equally by the parties unless the expert otherwise decides.
18. **Appearance of Lot**
- The Owner or Occupier or any Authorised User must not, without the written consent of the Owners Corporation, affix or display anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building or detracts from the appearance of the Building. This prohibition includes (without Limitation):
- (a) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and
 - (b) satellite dishes or antennas.

19. Notice Board

- 19.1 The Owners Corporation will cause a notice-board to be affixed to some part of the Common Property for the purpose of displaying notices from the Owners Corporation or Executive Committee from time to time.
- 19.2 An Owner or Occupier may not affix any signs or notices on the notice-board without the consent of the Owners Corporation.

20. Change in Use of Lot to be Notified

- 20.1 An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes).
- 20.2 Despite By-law 20.1, the Owner or Occupier is only permitted to use the Lot for a purpose permitted by law.

21. Curtains & Window Coverings

- 21.1 An Owner or Occupier shall not hang any curtain, blind or any other window dressing in any window or door other than a blind or curtain approved by the Original Owner or Owners Corporation.
- 21.2 Any curtain or blind in a window or door which faces public or common areas must have a backing of Modulalight Thermoscreen Colour M77 (Orange), white / off white, cream, silver, pale grey or such other colour as may be approved by the Owners Corporation or Executive Committee.

22. Air Conditioning in the Building

- 22.1 For the purpose of this By-law, the following terms have the following meanings;

Condenser System means the Building's condenser water and distribution system including any air conditioning water cooling plant, pipes, wires, cables, ducts, cooling towers, pumps and fans, located in and forming part of the Common Property.

Airconditioning Unit means the airconditioning unit or units, as the case may be, that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the Common Property.

- 22.2 The Owners Corporation must operate, maintain, repair and replace when necessary, the Condenser System located on Common Property (including any part of the Condenser System which is for the exclusive use of a Lot).
- 22.3 The Owner must give the Owners Corporation reasonable access to its Lot to maintain, repair or replace the Condenser System.
- 22.4 The Owners Corporation may enter into maintenance agreements with third party maintenance providers for the maintenance and repair of the Condenser System.
- 22.5 The Owner of each Lot is the owner of any Airconditioning Unit that exclusively services its individual Lot and has the exclusive right to use the area of the Common Property, if any, where the Airconditioning Unit is located or affixed including any ceiling void or roof area, together with the right to pass and repass over such areas of the Common Property necessary to gain access to the Airconditioning Unit.
- 22.6 The Owner of any Residential Lot has the right to connect the Airconditioning Unit to the Condenser System. Should the Owner of a Residential Lot wish to connect a further Airconditioning Unit to the Condenser System, the Owner must first obtain the consent of the Owners Corporation or Executive Committee (who's consent shall not be unreasonably withheld provided such additional connection does not cause interference with the efficiency of the Condenser System). The installation of an additional Airconditioning Unit by an Owner of a Residential Lot shall be solely at the Owner's cost and the Owners Corporation shall have the right to raise an additional proportional levy towards the cost of maintaining the Condenser System against the Lot Owners, if any, that may elect to further

connect to the Condenser System following registration of the Strata Plan as such right has not been included in the determination of the Unit Entitlements for the Building.

- 22.7 Should an Owner of a Residential Lot wish to connect an Airconditioning Unit to the Condenser System following registration of the Strata Plan, the Owner shall under take such works promptly and continuously and in such a manner as to cause as little noise and inconvenience to other Lot Owners and Occupiers and shall reinstate any Common Property damaged by the undertaking of such works.

- 22.8 The Owner is responsible for the ongoing repair and maintenance of the Airconditioning Unit and shall ensure that it is maintained to avoid damage to the Common Property and any other Lot should the Unit fail.

23. Hot Water Systems

- 23.1 The Owner of each Residential Lot has a right to use the Hot Water System.
- 23.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Hot Water System.
- 23.3 The Owners Corporation must operate, maintain, repair and replace the Hot Water System.
- 23.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any Hot Water System.

24. Structural Support in the Building

An Owner or Occupier other than the Original Owner when it has ownership of any Lots with the Scheme, must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

25. Access to Inspect or Read Meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on reasonable notice, give access to authorised persons to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Building Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

26. Common Property & Reception Area

- 26.1 An Owner or Occupier must (and must ensure that any Authorised User does):
- (a) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in the Reception Area or other areas of the Common Property;
 - (b) at all times be adequately clothed (including adequate footwear) so as not to be likely to offend other persons using the Reception Area and Common Property;
 - (c) not smoke, eat, drink or consume alcohol in the Reception Area and Common Property or its surrounds;
 - (d) comply with any Rules that the Executive Committee may add or vary with respect to the use of the Reception Area and Common Property from time to time.
- 26.2 An Owner, Occupier or Authorised User shall not conduct any function, party, meeting or gathering in the Reception Area without first obtaining the approval of the Owners Corporation whose approval may be withheld in its absolute discretion.

27. Security

27.1 The Owners Corporation must take reasonable steps to:

- (a) prevent fires and other hazards within the Building and the Common Property; and
- (b) operate, maintain and monitor the Security System.

27.2 In addition to its powers under the Act, the Owners Corporation may install and operate in Common Property a Security System in the Building.

27.3 An Owner or Occupier or any Authorised User must not:

- (a) interfere with the Security System; or
- (b) do anything that might prejudice the security or safety of the Building.

27.4 An Owner or Occupier or any Authorised User must take reasonable care to ensure that security doors in the Building are locked or secured in conformity with fire regulations when they are not being used.

28. Gas Service

28.1 The Owner of each Residential Lot has a right to use the Gas Service.

28.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.

28.3 The Owners Corporation must operate, maintain, repair and replace the Gas Service at the cost of the Owners Corporation except any damage caused by the negligent acts or omissions of any Lot Owners, Occupiers or Authorised Users, which such cost shall be borne by the contributing Lot Owner.

28.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service.

29. Restricting Access to Common Property

29.1 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) close off or restrict by security key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by security key an Owner or Occupier access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have rights to use any part of the Common Property according to any By-law; and
- (c) allow the Strata Manager, Building Manager and security personnel to use part of Common Property to operate from and, or monitor security of the Building. The Owners Corporation may exclude any Owner or Occupier from using those parts of Common Property.

29.2 The Owners Corporation or Strata Manager may close off or restrict access to Common Property facilities if such closure or restriction is necessary or desirable to control and administer those facilities.

30. Security Keys and Cards

30.1 If the Owners Corporation or Strata Manager restricts access to Common Property under By-law 29, the Owners Corporation may give an Owner or Occupier a security key or card. The Owners Corporation may charge an Owner or Occupier a fee or bond if an Owner or Occupier requests extra or replacement security keys/cards.

30.2 Security keys/cards remain the property of the Owners Corporation.

30.3 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) re-code security keys/cards; and
 - (b) required an Owner or Occupier to promptly return his or her security keys cards to the Owners Corporation to be re-coded.
- 30.4 In addition to its powers under the Act, the Owners Corporation has the power to make agreements with another person (including the Building Manager, the Strata Manager or any security personnel) to exercise its functions under this By-law 30 and, in particular, to manage the security key system and provide security keys/cards to Owners and Occupiers. The agreement may have provisions requiring Owners and Occupiers to pay an administration fee for the provision of security keys/cards.
- 30.5 An Owner or Occupier must:
- (a) take all reasonable steps not to lose security keys/cards;
 - (b) return security keys/cards to the Owners Corporation if an Owner or Occupier does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building; and
 - (c) notify the Owners Corporation immediately if an Owner or Occupier loses a security key/card.
- 30.6 If an Owner or Occupier leases or licences a Lot an Owner or Occupier must include a requirement in the lease or licence that the Occupier return any additional security keys/cards to the Owners Corporation that have been obtained by the Occupier from the Owners Corporation when they vacate the Building.
- 30.7 An Owner or Occupier must not:
- (a) copy a security key/card: or
 - (b) give a security key/card to a minor or someone who is not an Owner or Occupier.
- 30.8 An Owner or Occupier must comply with reasonable instructions of the Owners Corporation about security keys/cards and, in particular, instructions about recoding and returning security keys/cards.
31. **Agreement with the Building Manager**
- 31.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services.
- 31.2 The duties of the Building Manager under an agreement between it and the Owners Corporation may include, without limitation:
- (a) care taking, supervising and servicing Common Property;
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (c) arranging for the inspection and certification of plant and equipment as required by laws;
 - (d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (e) supervising employees and contractors of the Owners Corporation;
 - (f) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building;
- 31.3 The Owners Corporation must accept the provisions of any interim Building Management Agreement entered into by the Original Owner and cannot terminate that Building Management Agreement, except in accordance with its terms or the Act.
- 31.4 If there is no existing Building Management Agreement as contemplated by By-law 31.3, or at the expiration of the term of the Building Management Agreement referred to in By-law 31.3, the Owners

Corporation may enter into a Building Management agreement with a Building Manager. Any such Building Management agreement must include:

- (a) the remuneration of the Building Manager for the term; and
- (b) the duties of the Building Manager may be those listed in By-law 31.2.

and otherwise be on terms and conditions reasonably determined. The Owners Corporation is not obliged to appoint the same Building Manager originally appointed by the Original Owner (if any).

32. Building Management and an Owner or Occupier of a Lot

An Owner or Occupier or any Authorised User must not:

- (a) interfere with or stop the Building Manager or the Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation; or
- (b) interfere with or stop the Building Manager or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

33. Failure to Comply with By-laws

33.1 The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these By-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.

33.2 The Owners Corporation must give an Owner or Occupier written notice specifying when it will enter an Owner's or Occupier's Lot to do any work required to be done in exercise of the rights conferred on the Owners Corporation under these By-laws. An Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to an Owner's or Occupier's Lot as required by the notice; and
- (b) pay the Owners Corporation its costs for doing the work.

33.3 The Owners Corporation may recover money an Owner or Occupier owes it under these By-laws as a debt payable upon demand.

33.4 The rights of the Owners Corporation under this By-law 33 are in addition to those that it has under the Act.

34. Cleaning of Lot and Range hoods

The Owner or Occupier shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any rangehood installed in the Lot no less than every six (6) months.

35. Products used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

36. Use of Balconies

The Owner or Occupier or any Authorised User must not, without the written consent of the Owners Corporation, use balconies to store furniture, goods or any other item. Outdoor furniture kept on balconies:

- (a) must have an appearance in keeping with the appearance of the rest of the building;
- (b) must not cause damage or be dangerous or have potential to cause damage or injury.

37. **Escape of smoke and noxious smells**

An Owner or Occupier or any Authorised User shall ensure that no smoke, including smoke from a BBQ located on a Balcony, or other noxious smells escape from their Lot that may unreasonable affect the use and enjoyment of another Owner or Occupier or any Authorised User of another Lot and shall ensure that items stored on the Lot are cleaned regularly, including any BBQ located on the Balcony, to ensure compliance with this By-law.

38. **Storage Areas**

The Owner or Occupier or any Authorised User or any Storage Area shall:

- (a) not, except with the prior written approval of the Owners Corporation, use or store on the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material.
- (b) be responsible for the repair of any damage caused to the Storage Area, the Common Property and any other Lot as the result of the use of the Storage Area.
- (c) ensure the Storage Area is kept clean and free of all rubbish and vermin.

39. **Smoking, Alcohol etc.**

39.1 An Owner, Occupier or Authorised User must not smoke any cigarette, cigar or other product on the Common Property including within the Reception Area and the footpath adjacent to the Reception Area.

39.2 An Owner, Occupier or Authorised User must not consume alcohol or use any illegal substance on the Common Property including within the Reception Area and the footpath adjacent to the Reception Area unless such consumption is approved by the Owners Corporation in accordance with By-law 26.2.

40. **Use of Lots**

An Owner or Occupier of a Lot shall not use its Lot or permit it's Lot to be used:

- (a) except for a use permitted by a Development Consent granted by Council or any other relevant consent authority;
- (b) for any illegal use;
- (c) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
- (d) in any manner that interferes with the reasonable enjoyment of the Owner or Occupier of any other Lot.

41. **Use of Commercial Lots**

41.1 For the purpose of this By-law, the following terms have the following meanings;

Approved Hours of Operation means the hours that the Owner may be permitted to trade as approved by Council or any other regulatory authority.

Approved Fitout means a fitout of a Commercial Lot that is approved by the Original Owner or Owners Corporation in accordance with this By-law.

Approved Signage means Signage that is approved by the Council and the Original Owner or Owners Corporation, being Signage that is in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building and does not have any light emission that may cause disruption to another Owner, Occupier or Authorised User of any other Lot.

Permissible Use means the use of the Lot as permitted by Council and approved by the Original Owner or the Owners Corporation whose consent shall not be unreasonably withheld.

Signage means any signage located in the Lot that may be visible by the public from outside the Lot or visible from any other Lot.

- 41.2 The Owner or Occupier of a Commercial Lot may only use such Lot for the Permissible Use.
- 41.3 The Owner or Occupier of a Commercial Lot may only operate its business during the Approved Hours of operation.
- 41.4 The Owner or Occupier of a Commercial Lot may only fitout the Commercial Lot with the consent of the Original Owner or the Owners' Corporation.
- 41.5 Should the Owner or Occupier of a Commercial Lot wish to fitout the Commercial lot, the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed fitout is in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 41.6 The Owner or Occupier of a Commercial Lot shall not commence construction of any Approved Fitout unless it has first obtained approval from Council for the works in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 41.7 Should the Original Owner or the Owners' Corporation, as the case may be, consent to the Approved Fitout, the Owner or Occupier of the Commercial Lot shall have the right to the exclusive use and enjoyment of such part of the Common Property that the Approved Fitout attaches to, if any.
- 41.8 Should an Owner or Occupier of a Commercial Lot erect any Approved Fitout, the Owner or Occupier is responsible for the ongoing repair and maintenance of the Approved Fitout and shall ensure that such Approved Fitout is kept clean and well maintained at all times.
- 41.9 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Approved Fitout in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may either remove the Approved Fitout or undertake any works necessary to maintain the Approved Fitout to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 41.10 Should the Owner or Occupier remove the Approved Fitout at any time (or the Original Owner or Owners Corporation remove the Approved Fitout in accordance with By-law 41.9), the Owner or Occupier shall repair any damage caused to the Common Property and restore the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 41.11 The Owner or Occupier of a Commercial Lot may only erect Approved Signage within the Commercial Lot or upon the Common Property with the consent of the Original Owner or the Owners' Corporation.
- 41.12 Should the Owner or Occupier of a Commercial Lot wish erect Approved Signage within the Commercial Lot either freestanding or attaching to the Common Property, the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed Approved Signage is in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 41.13 The Owner or Occupier of a Commercial Lot shall not commence construction of any Approved Signage unless it has first obtained approval from Council for the erection of the Approved Fitout in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 41.14 Should the Original Owner or the Owners' Corporation, as the case may be, consent to the erection of the Approved Signage, the Owner or Occupier of the Commercial Lot shall have the right to the exclusive use and enjoyment Property such part of the common Property that the Approved Signage attaches to, if any.

- 41.15 Should an Owner or Occupier of a Commercial Lot erect any Approved Signage, the Owner or Occupier is responsible for the ongoing repair and maintenance of the Awning and shall ensure that such Approved Fitout is kept clean and well maintained at all times.
- 41.16 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Approved Signage in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may either remove the Approved Signage or undertake any works necessary to maintain the Approved Signage to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 41.17 Should the Owner or Occupier remove the Approved Signage at any time (or the Original Owner or Owners Corporation remove the Approved Fitout in accordance with By-law 41.16), the Owner or Occupier shall repair any damage caused to the Common Property and restore the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 41.18 The Owner or Occupier of a Commercial Lot shall at all times ensure that the Commercial Lot is kept clean and free of vermin and any rangehood, kitchen exhaust and ducting is cleaned regularly to ensure that there is no build up of grease that may attract vermin or create a fire risk and ensure that at all times the business operates in compliance with current regulatory requirements at all times.
- 41.19 The Owner or Occupier of a Commercial Lot shall be not be entitled to dispose of any rubbish in the garbage receptacles provided for use by the Owners and Occupiers of the Residential Lots and shall be solely responsible for the removal of all rubbish and useless items from the Commercial Lot at its own cost and in such manner as may be determined by the Original Owner or Owners Corporation.
- 41.20 The Owner or Occupier of a Commercial Lot may not alter or modify the Commercial Lot or Common Property, including the any doors or windows without the consent of the Original Owner or the Owners' Corporation.
- 41.21 Should the Owner or Occupier of the Commercial Lot wish alter or modify the Commercial Lot or Common Property the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed alterations or modifications are in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 41.22 The Owner or Occupier of the Commercial Lot shall not commence construction of any variations or alterations unless it has first obtained approval from Council for such variations or alterations in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 41.23 Should an Owner or Occupier of the Commercial Lot undertake variations or alterations, the Owner or Occupier is responsible for the ongoing repair and maintenance of the altered or varied parts of the Common Property and Commercial Lot and shall ensure that such altered or varied Common Property is kept clean and well maintained at all times.
- 41.24 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the altered or varied parts of the Common Property and Commercial Lot in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the altered or varied parts of the Common Property and Commercial Lot to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 41.25 The Owner of a Commercial Lot shall be entitled to lay any pipes, wires, cables, ducts, and the like ("Exclusive Services") within the service ducts located in the Common Property and any Easement for Services to provide access to services to the Commercial Lot including water, sewerage, drainage, electricity, gas and the like, as may be approved by the Original Owner or Owners Corporation (which approval may not be unreasonably withheld), and shall have the right to access such service ducts located in the Common Property and any Easement for Services from time to time to enable the repair and maintenance of the same.

- 41.26 Should an Owner or Occupier of the Commercial Lot lay any Exclusive Services as anticipated in By-law 41.25, the Owner is responsible for the ongoing repair and maintenance of its Exclusive Services and shall ensure that such services are well maintained at all times.
- 41.27 Should an Owner or Occupier of the Commercial Lot connect any Exclusive Services as anticipated in By-law 41.25, the Owner shall ensure that such service is approved by the relevant consent authority and separately metered. Such Owner or Occupier, as the case may be, shall be solely responsible for the payment of all service, connection fees and usage (or the like) as shall be payable with respect to such Exclusive Services from time to time.
- 41.28 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain its Exclusive Services in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 41.29 The Owner of a Commercial Lot shall be responsible to pay to the Owners Corporation, by way of separate levy raised against the Commercial Lot each quarter, a sum equivalent to the additional insurance premiums, cost, fees and excesses, if any, that may be payable by the Owners Corporation with respect to its insurance policies as required under the Act, as a result of the Commercial Lot being used for commercial or business purposes as opposed to residential purposes.
- 42. **General Exclusive Use Rights**
- 42.1 The Owner of each Lot has the right to the exclusive use and enjoyment of any service that exclusively services its individual Lot that is located in and forms part of the Common Property ("Exclusive Services").
- 42.2 The Owner is responsible for the ongoing repair and maintenance of the Exclusive Services.
- 42.3 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Exclusive Services in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 43. **Exclusive Use Right - Lot 147**
- 43.1 The Owner of Lot 147 may alter the window configuration in the apartment by replacing fixed panes with louvred panes to allow additional fresh air into the apartment subject to the Owner of Lot 147 first obtaining the consent of the Original Owner or the Owners' Corporation to such alteration.
- 43.2 Should the Owner of Lot 147 wish alter the window configuration in accordance with this By-law, the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed alterations or modifications are in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 43.3 The Owner of Lot 147 shall not commence construction of any alteration unless it has first obtained approval from Council for such alteration in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 43.4 Should an Owner of Lot 147 undertake alterations in accordance with this By-law, the Owner or Occupier is responsible for the ongoing repair and maintenance of the altered parts of the Common Property and Lot 147 and shall ensure that such altered Common Property is kept clean and well maintained at all times.
- 43.5 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the altered parts of the Common Property and Lot 147 in accordance with this By-law, the Original Owner during

the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the altered parts of the Common Property and Lot 147 to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.

44. Exclusive Use of Storage Areas

- 44.1 The Storage Owners for the time being of the Lots listed in Column A in the table below are entitled to the exclusive use and enjoyment of the Exclusive Use Storage Area designated in Column B in the table below as further identified on the Exclusive Use Storage Area Plan.

COLUMN A	COLUMN B
Lot Number	Storage Area Number
13	S01
12	S02
10	S03
1	S04
41	S05
70	S06
70	S07
70	S08
28	S09
28	S10
3	S11
3	S12
19	S13
19	S14
47	S15
47	S16
53	S17
53	S18
56	S19
87	S20
52	S21
68	S22
116	S23
14	S24
14	S25
14	S26
29	S27
19	S28

19	S29
19	S30
16	S31
16	S32
27	S33
27	S34
27	S35
29	S36
55	S37
55	S38
55	S39
2	S40
2	S41
2	S42
6	S43
6	S44
6	S45
40	S46
40	S47
42	S48
42	S49
42	S50

45. Carparking Entitlements

- 45.1 This By-law is made for the purpose of authorising an owner who is a Carparking Owner to park the number of vehicles equivalent to the Carparking Owner's Carparking Entitlement on or in part of the Common Property, namely the Carstacker, strictly subject to and in accordance with this By-law.
- 45.2 Each Carparking Owner for the time being of the Lots listed in Column A in the table below are entitled to a non-exclusive use to park the number of vehicles equivalent to the Carparking Owner's Carparking Entitlement shown in Column B in the table below:

COLUMN A	COLUMN B
Lot Number	Number of Carparking Entitlement(s)
1	1
2	1
3	1
4	1
5	1
6	1

7	2
8	1
9	1
100	1
10	1
16	1
18	1
19	1
20	1
22	1
26	2
29	1
30	1
31	1
32	1
33	1
35	1
36	1
38	1
39	2
40	1
42	1
43	2
44	1
45	1
46	1
48	1
50	1
52	1
53	1
51	1
57	1
58	1
59	1
60	1
61	1
64	1
66	1
67	1

68	2
69	2
71	1
76	1
77	1
78	1
79	1
80	2
83	1
84	1
85	1
89	1
92	1
93	1
95	1
96	1
97	1
98	1
99	1
102	1
103	1
104	1
105	1
106	1
107	1
108	1
109	1
110	1
112	1
113	1
114	1
115	1
116	1
120	2
121	1
122	1
123	1
125	1
126	1

127	1
128	1
129	2
130	1
133	1
137	1
138	1
139	1
140	1
141	1
143	2
144	1
145	2
146	1
147	2
148	2
Total	113

45.3 The Carstacker is located in and below the basement level of the Building and is intended to operate as follows:

- (a) A user drives their car front end first into the mechanical car stacker entry module on the ground level of the Building, steps out of their car and exits the module. Then by use of a special Security Key or key pad instructs the Carstacker to park their car.
- (b) The Carstacker will then automatically park the car in any available parking slot in the Carstacker having regard to the dimensions of a car in selecting the parking slot.
- (c) No Carparking Owner or car has a right to any individual parking slot in the Carstacker. The Carstacker stacks cars in various parking slots as it considers appropriate.
- (d) A Carparking Owner needs to operate the special Security Key or key pad in the Carstacker to retrieve their car, which shall be returned to the exit module. The driver then enters the car and drives it away.
- (e) The Carstacker is designed to accommodate no more than 113 cars at any one time.
- (f) The Carstacker can accommodate the following number of cars with the following heights at any one time;
 - (i) 18 cars with a height of 2.00 meters or less;
 - (ii) 93 cars with a height of 1.60 meters or less;
 - (iii) 2 cars with a height of 1.50 meters or less.
- (g) The system cannot accommodate cars over 5.25 meters in length, over 2.2 meters in width or over 2 meters in height.
- (h) The system cannot accommodate cars over 2.50 tons in weight.

- 45.4 For the purposes of this By-law the length, width, height or weight of a car is to be measured as including anything attached to the car that might increase its total length, width, height or weight such as roof racks, an aerial, tow bars, or bull bars or the like.
- 45.5 Each Carparking Owner will have the use of the Carstacker to park the number of cars equivalent to the Carparking Owner's Carparking Entitlement in common with each other Carparking Owner, subject to and upon the following conditions:
- (a) Each Carparking Owner may only use the Carstacker for the storage and retrieval of the number of cars equivalent to the Carparking Owner's Carparking Entitlement at any one time. If the Carparking Owner comprises more than one person or entity, only the owner first named on the strata roll may exercise the rights of the Carparking Owner for that lot under this By-law unless all owners that comprise the Carparking Owner give the Owners Corporation a written direction that a different specified co-owner is instead to exercise those rights.
 - (b) A Carparking Owner cannot use the Carstacker to store a car if:
 - (i) the Carstacker is full (e.g. because another Carparking Owner is in breach of this By-law by storing more cars than it is entitled to do so);
 - (ii) the car they wish to park exceeds the permitted dimensions referred to in this By-law;
 - (iii) the car is not driven in front forward;
 - (iv) the car exceeds 2.00 meters in height;
 - (v) the car exceeds 1.60 meters in height and there are already 18 cars exceeding that height within the system;
 - (vi) the car exceeds 1.50 meters in height and there are already 110 cars exceeding that height within the system;
 - (vii) the car exceeds 5.25 meters in length;
 - (viii) the car exceeds 2.20 meters in width;
 - (ix) the car exceeds 2.50 tons in weight;
 - (x) the car has its aerial up;
 - (xi) the car causes the Car stacker to fail on more than one occasion even though the car complies with the requirements of paragraphs (i) to (x) above, and the Carparking Owner fails to implement such additional measures as are required by the Executive Committee to reduce the likelihood of the Carstacker failing, which without limitation may include the use of a securely affixed cover for the car; or
 - (xii) the Carparking Owner recklessly uses the Carstacker, damages the Car stacker and fails to pay appropriate and reasonable compensation to the Owners Corporation for the damage caused.
- When the Carparking Owner cannot use the Carstacker they must immediately remove their car from the entry modules to the Carstacker so as not to interfere with the use of the Carstacker by others.
- (c) A Carparking Owner must ensure that no natural person or animal is in the car whilst it is in the Carstacker, except for the driver driving the car into the entry module, the driver standing next to the controls to operate the system so as to direct the storage or retrieval of their car, and the driver getting in their car to drive it out of the exist module after the car has been retrieved from the parking slot.
 - (d) Cars must not be left parked (except immediately before storage or after retrieval) in the entry or exist modules to the Carstacker into or from which drivers drive their car, as that may interfere with use of the Carstacker by other Carparking Owners.

- (e) Carparking Owners must comply with all directions of the manufacturer of the Carstacker, the Strata Building Manager and the Owners Corporation as to the proper, efficient and safe use of the Carstacker and they must have reasonable regard for the convenience of other users.
 - (f) The Carstacker may be designed so that it can only be operated by a Security Key or keypad. In that event, each Carparking Owner will be entitled to one Security Key or such other device which operates the Carstacker for each Carparking Entitlement owned by the Carparking Owner. No other Owners will be entitled to a Security Key or other device which operates the Carstacker.
 - (g) Each Carparking Owner indemnifies the Owners Corporation and each other Carparking Owner for any loss or damage suffered by the Owners Corporation or another Carparking Owner as a result of any wilful or negligent non-compliance with this By-law by the Carparking Owner (or by any person using the carstacker with the permission of, or using a Security Key or such other device provided by or on behalf of, the Carparking Owner).
- 45.5A Without limiting By-laws 45.6 and 45.10, if a car of a Car parking Owner causes the Car stacker to fail because the Car parking Owner fails to implement such additional measures as are required by the Executive Committee under By-law 45.5(xi) above or in the circumstances of By-law 45.5(xii) above, then the special Security Key of the Car parking Owner may be suspended and the Carparking Owner may be required to pay or reimburse the Owners Corporation for the relevant call out or service costs of the Car stacker maintenance engineer.
- 45.6 Each Carparking Owner agrees that they will not own any separate specific car space and that the Carstacker may only be used in accordance with the description referred to in this By-law. By seeking a Security Key or device to operate the system or by use of the Carstacker the Carparking Owner accepts and agrees to the conditions contained in this By-law.
- 45.7 The Owners Corporation (rather than any Carparking Owner) must properly maintain and keep in a state of good and serviceable repair the Carstacker including any services or equipment which are exclusively required for operation of the Carstacker. The Owners Corporation must also if and when reasonably required renew or replace the Carstacker and any services or equipment which exclusively serve the Carstacker including, without limitation, any part that may require renewal or replacement.
- 45.8 The Owners Corporation must use reasonable endeavours to ensure that the Carstacker is supplied with any necessary power, and the cost of that power will be treated as a recurrent expense payable out of the administrative fund for the Owners Corporation.
- 45.9 The Owners Corporation must at its cost do all other things reasonably required of it to ensure the efficient operation of the Carstacker for the benefit of Carparking Owners including, without limitation, the maintenance of services which are shared with the Carstacker (eg power), and the issue of notices to any person who may not be using the Carstacker in accordance with this By-law. The Owners Corporation must also at its cost, obtain and maintain public liability insurance from time to time in respect of the Carstacker, for no lesser sum and upon conditions no less favourable to the insured than any public liability insurance maintained for other parts of the Common Property.
- 45.10 Without limiting its other powers, the Owners Corporation has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any car which has been placed in the Carstacker other than in accordance with this By-law, or by or on behalf of a Carparking Owner, or where the Owners Corporation reasonably determines that the car has been abandoned.
- 45.11 A Carparking Owner may allow a guest, occupant, tenant or resident of the Building ("Sub-licensee") to enjoy the Carparking Owner's rights under this By-law subject to the following:
- (a) The Carparking Owner must in doing so comply with any covenants or other documents registered on the title to the Building, and with all applicable laws and it must ensure that its Sub-licensee also does so.
 - (b) The Carparking Owner must first give written notice of the name, address, telephone number and contact details for the Sub-licensee to the Owners Corporation;

- (c) The Carparking Owner is not entitled to itself enjoy its rights under this By-law until the Carparking Owner gives the Owner Corporation written notice that it has terminated the rights of the Sub-licensee.
- (d) From that point on the Sub-licensee cannot enjoy the Carparking Owner's rights unless the Carparking Owner gives a new written notice in respect of the Sub-licensee as required by sub-clause (a);
- (e) The Carparking Owner must ensure that the Sub-licensee fully and promptly complies with each and every obligation of the Carparking Owner in this By-law as if the Sub-licensee was the Carparking Owner;
- (f) Despite the Sub-licensee enjoying the Carparking Owner's rights, the Carparking Owner must still perform all its obligations under this By-law.
- (g) The rights of a Sub-licensee will automatically terminate upon the Owners Corporation receiving written notice of any transfer or other dealing with the Carparking Owner's lot that has the Carparking Entitlement by a Carparking Owner unless the Owners Corporation also receives notice from the Carparking Owner that the Lot has been sold subject to the tenancy and the rights of the Sub-licensee are to remain.
- (h) The Carparking Owner must ensure that before using the Carstacker the Sub-licensee executes and delivers to the Owners Corporation a document in a form required by the Owners Corporation under which the Sub-licensee agrees to be bound by the obligations of the Carparking Owner under this By-law as relating to the period it is a Sub-licensee and under which the sub-licensee agrees that the Owners Corporation has the power referred to in By-law in relation to any car placed in the system by or on behalf of the Sub-licensee.
- (i) Each Carparking Owner indemnifies the Owners Corporation and each other Carparking Owner for any loss or damage suffered by the Owners Corporation or another Carparking Owner as a result of any failure by the Carparking Owner's Sub-licensee to comply with the obligations that would apply to the Sub-licensee if it was the Carparking Owner.

46. Strata Management Statement

- 46.1 The Owners Corporation and each Owner and Occupier shall be bound by the provisions contained in the Strata Management Statement and shall at all times ensure that it complies with the obligations contained in the Strata Management Statement and any directions made by the Building Management Committee from time to time.
- 46.2 The Owners Corporation and each Owner and Occupier acknowledge that incorporated in the Strata Management Statement is the Heritage Maintenance Plan which the Owners Corporation and each Owner and Occupier is bound the maintenance of Building with respect to the aspects of heritage significance.

47. Exclusive Use Rights for Lots 151,152 and 153

- 47.1 The Owners for the time being of the Lots listed in Column A in the table below are entitled to the exclusive use and enjoyment of the area of Common Property designated in Column B in the table below as further identified on the Plan of Exclusive Use Areas of Common Property within the Basement Level Strata Plan 75520 as prepared by Rygate & Company dated 3 May 2006 annexed as Annexure "B" (the "Plan") subject to the provisions contained in this by-law 47 (the "Exclusive Use Right").

COLUMN A	COLUMN B
Lot Number	Exclusive Use Area
151	C
152	A
153	B

- 47.2 For the purpose of this by-law, the following terms have the following meanings:

Approved Airconditioning Equipment means airconditioning condenser units and associated plant, pipes, wires, cables, pumps and fans installed for the purpose of supply airconditioning to its respective Lot.

Airconditioning Equipment means airconditioning condenser units and associated plant, pipes, wires, cables, pumps and fans installed for the purpose of supply airconditioning to its respective Lot.

Exclusive Use Area means the use of the Exclusive Use Area for the installation of Approved Airconditioning Equipment and for no other purpose EXCEPT as otherwise approved by the Original Owner or the Owners Corporation whose consent shall not be unreasonably withheld.

- 47.3 The Owner or Occupier of a Commercial Lot may only install Approved Airconditioning Equipment on its allocated Exclusive Use Area with the consent of the Original owner or the Owners Corporation and shall only use its allocated Exclusive Use Area for a Permissible Use.
- 47.4 Should the Owner or Occupier of a Commercial Lot wish to install Approved Airconditioning Equipment on its allocated Exclusive Use Area, the Owner or Occupier shall first submit details, plans and specifications to the Original owner or the Owners Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed Airconditioning Equipment is appropriate in size and capacity for the Exclusive Use Area and shall not cause undue noise or nuisance to any other Owners or Occupiers using the Common Property nor interfere with any other commercial Lot Owner's or Occupier's use of its Exclusive Use Right.
- 47.5 The Owner or Occupier of a Commercial Lot shall not commence installation of any Approved Airconditioning Equipment unless it has first obtained approval from Council or a private certifier, if necessary, for the works in accordance with the details, plans and specifications approved by the Original Owner or the Owners Corporation, as the case may be.
- 47.6 Should the Original Owner or the Owners Corporation, as the case may be, consent to the Approved Airconditioning Equipment, the Owner or Occupier of the commercial Lot shall have the right to the exclusive use and enjoyment of such part of the Common Property that the Approved Airconditioning Equipment attaches to, if any.
- 47.7 The Owner or occupier of a Commercial Lot shall ensure that its allocated Exclusive Use Area is kept clean and free of vermin at all times and is responsible for the ongoing repair and maintenance of the Approved Airconditioning Equipment and shall ensure that such Airconditioning Equipment operates efficiently and in such manner as to cause the least noise and disturbance to the other Owners and Occupiers at all times.
- 47.8 In the event that the Owner or Occupier or person authorised by the Owner fails to maintain the Approved Airconditioning Equipment in accordance with this by-law, the Owners Corporation, or any person authorised by it, may either remove the Approved Airconditioning Equipment or undertake any works necessary to maintain the Approved Airconditioning Equipment to be in keeping with this by-law. The cost of the owners Corporation undertaking such removal or maintenance works shall be a debt payable by the Owner to the owners Corporation on demand.
- 47.9 Should the Owner or Occupier remove the Approved Airconditioning Equipment at any time (or the Owners Corporation remove the Approved Airconditioning Equipment in accordance with by-law 47.8), the Owner or Occupier shall repair any damage caused to the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 47.10 The Owner of a Commercial Lot shall be entitled to lay any pipes, wires, cables, ducts, and the like ("Airconditioning Services") within the service ducts located in the Common Property and any Easement for Services to provide access to connect the Approved Airconditioning Equipment to the Commercial Lot, as may be approved by the Original Owner or Owners Corporation (which approval may not be unreasonably withheld), and shall have the right to access such service ducts located in the Common Property and any Easement for Services from time to time to enable the repair and maintenance of the same.

- 47.11 Should an Owner or Occupier of the Commercial Lot lay any Airconditioning Services as anticipated in by-law 47.10, the Owner is responsible for the ongoing repair and maintenance of its Airconditioning Services and shall ensure that such services are well maintained at all times.
- 47.12 Should an Owner or Occupier of the Commercial Lot connect any Airconditioning Services as anticipated in by-law 47.10, the Owner shall ensure that such service is approved by the relevant consent authority and separately metered. Such Owner or Occupier, as the case may be, shall be solely responsible for the payment of all service, connection fees and usage (or the like) as shall be payable with respect to such Airconditioning Services from time to time.
- 47.13 Should an Owner or Occupier of the Commercial Lot connect any Airconditioning Services as anticipated by By-law 47.10, the Owner does indemnify the Owners Corporation and other Owners or Occupiers of Lots within the Building against any damage or loss caused by the failure of the Airconditioning Services.
- 47.14 In the event that the owner or Occupier or person authorised by the owner fails to maintain its Airconditioning Services in accordance with this By-law, the Owners Corporation, or any person authorised by it, may undertake any works necessary to maintain the Airconditioning Services to be in keeping with this By-law. The cost of the Owners Corporation may be undertaking such maintenance works shall be a debt payable by the owner to the Owners Corporation on demand.

48. Bike Racks

In this By-law Bike Rack Area means any dedicated area in the Building basement dedicated to the storage of push bikes.

The Owners Corporation may from time to time establish an area in the basement of the Building for the parking and storage of push bikes. If the Owners Corporation does so establish this Bike Rack Area, then:

- (a) all bikes stored in the Bike Rack Area must be registered with the Building Manager;
- (b) only bikes owned or used by Owners or Occupiers will be allowed to be stored in the Bike Rack Area unless otherwise determined by the Executive Committee; and
- (c) the Owners Corporation or Executive Committee may from time to time make such other Rules concerning the use of the Bike Rack Area as are needed for the proper and efficient use of the Bike Rack Area.

SPECIAL BY LAWS

Special By law 3

- A. The representative of the Owners Corporation to the Portico Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B. If the representative of the Owners Corporation to the Portico Building Management Committee ceases to be a member of the scheme's Executive Committee then their representative's appointment to the Building Management Committee is terminated and the Owners Corporation will appoint a new representative to the Building Management Committee and according to this by-law as soon as practicable.
- C. The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Portico Building Management Committee on its behalf as contemplated in clauses A and B.

Special By law 4 - Amendment to vehicles

[Changes implemented by this special By law now implemented in the text of By law 4].

Special By law 5 - Storage Space Level 3 Lot 24

1. Lot "24" be granted Exclusive Use of the designated Storage area on Level 3 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 3-S51) annexed as Annexure C showing Exclusive Use Storage Areas Level "3". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "24" is granted Exclusive Use to the identified additional storage area on Level 3. And that the Owner of Lot "24" pay the Owners Corporation a one off payment for the sum of \$12,150.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 5 of the meeting at which this by-law was passed.

Special By law 6 - Storage Space Level 4 Lot 147

1. Lot "147" be granted Exclusive Use of the designated Storage area on Level 4 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 4-S52) annexed as Annexure C showing Exclusive Use Storage Areas Level "4". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "147" is granted Exclusive Use to the identified additional storage area on Level 4. And that the Owner of Lot "147" pay the Owners Corporation a one off payment for the sum of \$14,100.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (7) of the meeting at which this by-law was passed.

Special By law 7 - Storage Space Level 7 Lot 76

1. Lot "76" be granted Exclusive Use of the designated Storage area on Level 7 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 7-S53) annexed as Annexure C showing Exclusive Use Storage Areas Level "7". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "76" is granted Exclusive Use to the identified additional storage area on Level 7. And that the Owner of Lot "76" pay the Owners Corporation a one off payment for the sum of \$13,100.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (9) of the meeting at which this by-law was passed.

Special By law 8 - Storage Space Level 9 Lot 116

1. Lot "116" be granted Exclusive Use of the designated Storage area on Level 9 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 9-S54) annexed as Annexure C showing Exclusive Use Storage Areas Level "10". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "116" is granted Exclusive Use to the identified additional storage area on Level 9. And that the Owner of Lot "116" pay the Owners Corporation a one off payment for the sum of \$11,000.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 11 of the meeting at which this by-law was passed.

Special By law 9 - Storage Space Level 10 Lot 135

1. Lot "135" be granted Exclusive Use of the designated Storage area on Level 10 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 10-S55) annexed as Annexure C showing Exclusive Use Storage Areas Level "10". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "135" is granted Exclusive Use to the identified additional storage area on Level 10. And that the Owner of Lot "135" pay the Owners Corporation a one off payment for the sum of \$8,800.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (13) of the meeting at which this by-law was passed.

Special By law 10 - Storage Space Level 11 Lot 141

1. Lot "141" be granted Exclusive Use of the designated Storage area on Level 11 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 11-S56) annexed as Annexure C showing Exclusive Use Storage Areas Level "11". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "141" is granted Exclusive Use to the identified additional storage area on Level 11. And that the Owner of Lot "141" pay the Owners Corporation a one off payment for the sum of \$17,111.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 15 of the meeting at which this by-law was passed.

Special By law 12 - Exclusive Use Lot 8 and 9

PART 1

GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 2

DEFINITIONS & INTERPRETATION

In this by-law, unless the context otherwise requires or permits:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$5,000,000;
 - ii. insurance required under the *Home Building Act 1989* (if required); and

- iii. workers compensation insurance.
- (c) **Lot** means Lots 8 and 9 in strata plan 75520.
- (d) **Owner** means the owner of the Lot.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no.75520.
- (f) **Works** means:
 - i. the removal of brickwork to create a doorway between lots 8 and 9;
 - ii. the installation of a doorway between lots 8 and 9,
 - iii. the installation of a support beam over the new doorwayset out in the plans from Ralph Merrell dated 31 May 2007 which were tabled at the meeting at which this by-law was passed, and which may or may not be attached to this by-law.
- (a) In this by-law, unless the context otherwise requires, a word which denotes; the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3

CONDITIONS

PART 3.1

Before commencement

Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (c) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2

During construction

Whilst the works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;

- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative[^]) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (k) use the lift for building materials shall only be used during the hours as specified by the Building Manager or Owners Corporation to minimise disruption to residents;
- (l) carry out the works during the hours as specified by Sydney City Council.

PART 3.3

After construction

After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law (if required);
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (f) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (g) pay the Owners Corporation's reasonable costs of implementing this by-law.
- (h) provide the Owners Corporation a letter from the engineer and the architect that the works have been completed in accordance with their specifications

PART 3.4

Enduring rights and obligations

The Owner:

- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) remains liable for any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works and without limitation any liability;
- (e) must remove the Works and restore the common property to its original condition should the Owner of lot 8 and 9 not be owned by the same or a related entity (the restoration works);
- (f) must, in carrying out the restoration works comply with the following clauses of this by-law (substituting restoration works for Works):
 - i. Part 3.2 (a)-(i) inclusive;
 - ii. Part 3.3 (a)-(f) inclusive;
- (g) must pay to the Owners Corporation the sum of \$5,000.00 GST Inclusive as a bond to be held by the Owners Corporation for any damages that may arise to the common property from works being done to Lots 8 & 9. This includes any damages caused by the tradesmen as engaged by the Owner, and any damages to the common property from the transportation of materials or the like through the common property. The bond must be paid to the Owners Corporation prior to any works taking place. After the works have taken place if there have any no damage caused to the common property from such works taking place, after inspection as taking place by the appointed Executive Committee Members, and/or no reports of damage to the common property from the works taking place by Owners, the Concierge or the Building Manager, the Owners Corporation will refund the full amount to the Owner of Lot 8 & 9 within 7 days of such inspection taking place.

In the event that there is damage caused to the common property from the works, the Owner will be notified in writing within 3 days of such, and request that the Owner restore the damage to the common property to the Owners Corporations satisfaction within 7 days of the date of the notification. Should the Owner not rectify those parts of the common property as outlined within 7 days of the notification or not to the Owners Corporations satisfaction, the Owners Corporation can arrange for those sections of common property to be restored or the like and drawn down on the \$5,000.00 bond.

- (h) Should one of the Lots be sold and/or the section of the wall removed requires to be restored, the Owner of the joint Lots 8 and 9 must reinstate the section of wall back to its original state.

Notification in writing to the Owners Corporation of such taking place must be done at least 30 days prior to such taking affect.

The Owners Corporation or its representatives have the right to inspect the restoration of that section of wall within 48 hours of the walls reinstatement.

Should the section of wall (reinstatement) not be to the satisfaction of the Owners Corporation, the Owners Corporation after giving written notice to the Owner of Lot 8 and 9 may catty out the required works/restoration at the costs of the Owner of Lot 8 and 9. The Owner of Lot 8 and 9 must reimburse the Owners Corporation of these costs after being service a notice of reimbursement within 30 days.

Special By law 13 - Moving in and out

PART 1

GRANT OF POWER

- 1.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3:
- (a) the power to make requirements for the use of the common property in relation to moving and transportation of Goods within the Lots and common property; and
 - (b) the duty to regulate the use of the Lift and charge the Lift Fee.
- 1.2 Notwithstanding clause 1.1 where there is any inconsistency between this by-law and the Strata Management Statement applicable to this strata scheme then the provisions of the Strata Management Statement shall prevail.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act, 1996*.
 - (b) **Lift Fee** means the following amounts (or such other rate determined by the Owners Corporation from time to time) payable to the Owners – Strata Plan No. 75520 under clause 3.2(f), and payable prior to the moving and transportation of Goods and calculated as follows:
 - i. \$100.00 for a maximum of 4 hours Monday - Friday between 9.00 am to 4.0 pm;
 - (c) **Building** means the building situated at 2 York Street, Sydney.
 - (d) **Building Manager** means the building manager appointed to undertake building management of the scheme and related duties from time to time.
 - (e) **Goods** means any furniture or large object (inclusive of crates, boxes and the like which contain any furniture, equipment or supplies), as determined by the Building Manager.
 - (f) **Lift** means the common property lift allocated to an Owner or occupier for use in moving Goods in and/or out of the Building.
 - (g) **Lot** means any lot in strata plan 75520.
 - (h) **Owner** means the owner or occupier of the Lot.
 - (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 75520.
- 2.2 In this by-law, unless the context otherwise requires or permits:
- (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;
 - (d) references to legislation includes references to amending and replacing legislation; and
 - (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

- 2.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 3

CONDITIONS

- 3.1 An Owner or occupier of a Lot shall not transport any Goods through the common property without approval of the Owners Corporation or Building Manager under this by-law.
- 3.2 An Owner or occupier must:
- (a) apply to the Owners Corporation (through the Building Manager) a reasonable time before any Goods are to be transported through the common property specifying the time and date for the proposed transportation of Goods (two days' notice generally being considered as reasonable notice);
- [Note: only one lift is available to be booked for exclusive use at any one time]
- (b) ensure that all transportation of Goods is carried out as directed by the Owners Corporation and/or Building Manager;
 - (c) ensure that the transportation of the Goods is supervised by the Owner, occupier or some other person advised to the Owners Corporation;
 - (d) comply with the directions of the Owners Corporation or Building Manager in respect of the transportation of the Goods including rules contemplated in clause 3.4;
 - (e) ensure that any tradesperson, delivery company, removalist, representative, invitee or the like comply with the terms of this by-law;
 - (f) if determined by the Building Manager to be a movement of Goods in respect of which the Lift Fee is payable, pay the Owners Corporation the Lift Fee prior to any transportation of Goods and such fee representing all of its costs relating to the transportation of the Goods. These costs to include the attendance of the Building Manager, supervision of the transportation of the Goods from time to time of the Building Manager, costs of running the Lift, protective padding of the Lift, protection for common property flooring and the removal of same and inspection by the Building Manager to assess compliance with this by-law;
 - (g) only use the Lift directed by the Building Manager;
 - (h) only carry out the transportation of Goods at the Building between 9:00am to 4:00pm Monday to Friday and (in only the case of Goods which do not require the exclusive use of the Lift and which are also approved for such use by the Building Manager) 9.00 am to 4.00 pm Saturday and Sunday;
 - (i) ensure that the Lift and common property are left in a clean and tidy state after the transportation of the Goods has occurred in the opinion of the Owners Corporation (through the Building Manager);
 - (j) ensure that the transportation of the Goods does not interfere with or damage the common property or the property of any other Owner or occupier and if this occurs, the Owner or occupier must rectify that interference or damage within a reasonable period of time, at their own cost;
 - (k) only use equipment and devices for the movement of Goods that will not damage the Common Property.
- 3.3 The Owners Corporation must:
- (a) deal with any application under clause 3.2(a) in a timely manner;
- 3.4 The Owners Corporation may from time to time make rules about the moving of Goods through or over the common property including but not limited to use of the loading dock, the height and weight of any vehicle delivering Goods, and the hours of access in which certain types of Goods can be transported through and over the common property and in respect of the manner in which the Building Manager implements this by law.

PART 4

ENDURING OBLIGATIONS

- 4.1 An Owner or occupier:
- (a) must comply with any approval or directions of the Owners Corporation given under this by-law;
 - (b) must comply with any approval or directions of the Building Manager given under this by-law;
 - (c) remains liable for any damage to Lot or common property arising out of the transportation of the Goods; and
 - (d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the transportation of the Goods including in respect of the property of an Owner or occupier.
- 4.2 The Owners Corporation may demand payment from an Owner or occupier for any money outstanding under this by-law and recover this amount or any amount calculated above the Lift Fee from the Owner or occupier as a debt due.

Special By law 14 - Service of documents by email

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

Strata Schemes Management Act 1996 NOTICE OF EMAIL ADDRESS

To: The Secretary
 The Owners Strata Plan 75520
Address: C/-Strata Title Management
 Po Box 2727 Taren Point NSW 2229

DETAILS

Full Name(s)
 Lots (s) concerned.....
 Email Address for service of notices.....

CONSENT TO SERVICE OF NOTICES BY EMAIL

I/We.....the owner(s) of lot(s).....herby consent to the service of a notice or other document required or authorised by the Strata Schemes Management Act 1996 or the by-laws to be served upon me/us by the notice or other document being sent to the email address given in this notice.

Date of this Notice.....
 Signed.....
 Print name(s).....

Special By law 15

[Now appears below as either By-law 45 or special By law 16 - refer Dealing AG541075, Dealing AG286843 and Dealing AG286773]

15A. Special by law 15A - Responsibility for floors, bathrooms, kitchen splash backs and other items and areas

This By Law defines who is responsible for the repair, replacement or maintenance of an item or area contained within the Residential/Retail Stratum. This responsibility may be different to the actual ownership of that particular item or area. This By Law does not authorise any works to replace any existing item within any Lot, nor does it intend to confer ownership of an item or area to an Owner or the Owners Corporation. It simply defines who will be responsible for the repair, replacement or maintenance of particular items or areas. It is not an exhaustive list of the responsibilities of Owners.

The following items or areas are the responsibility of the Owner of the particular Lot:

- (a) unfixed floating floorboards (note: all timber floors in Portico apartments are unfixed floating floors) or parquetry tiling;
- (b) internal carpets and floating floors;
- (c) linoleum or vinyl or cork tiles;
- (d) floor and wall tiles, including without limitation in bathroom, kitchen and laundry areas;
- (e) kitchen splash backs;
- (f) shower screens;
- (g) dishwasher;
- (h) ovens and cook tops;
- (i) sinks;
- (j) blinds;
- (k) dryers;
- (l) washing machines.

Special By law 16 - Floor coverings

- 1. In this By-law, "Non-Carpet Floor Covering" means a floor covering on the lower boundary of a Lot (other than a kitchen, laundry, lavatory or bathroom) other than carpet, including but not limited to, floorboards, parquetry, tiles, cork, limestone and marble.
- 2. This By-law 16 does not apply to any floor area that comprises a Non-Carpet Floor Covering as at the time of registration of the Strata Plan creating the Scheme. However, it does apply if the Lot Owner wishes to replace the current floor covering (of whatever description) with a Non-Carpet Floor Covering on the lower boundary of the Owner's Lot.
- 3. An Owner must not install or lay, or re-install or re-lay a Non-Carpet Floor Covering on the lower boundary of the Owner's Lot, unless the Owner complies with this By-law.
- 4. When carrying out works in relation to the installation of a Non-Carpet Floor Covering the Owner:
 - a) must protect all areas of the common property from damage;
 - b) must not disturb the peaceful enjoyment of the Owner or occupier of another Lot; and,

- c) must promptly remove all debris resulting from works.
- 5. The Owner must ensure that the acoustic qualities of the floor after the Non-Carpet Floor Covering has been installed is 40 Lntw or less when carried out and calculated according to the requirements of AS/NZS ISO 717.1:2004 (or the equivalent rating under any replacement standard from time to time).
- 6. The Owner must provide to the Owners Corporation, at the Owner's expense, within 14 days after the Non-Carpet Floor Covering has been installed a certified test report of a qualified engineer showing that the measured acoustic qualities when carried out and calculated according to the requirements of AS/NZS ISO 717.1:2004 is 40 Lntw or less (or the equivalent rating under any replacement standard from time to time).
- 7. If, following installation of the Non-Carpet Floor Covering, an Owner of a Lot below makes a complaint to the Owners Corporation concerning noise from the new Non- Carpet Floor Covering, the complainant must be granted access to the Lot for the purposes of testing by the complainant or the Owners Corporation. The cost of any such new test report must be met by the complainant, unless the Owners Corporation otherwise determines.
- 8. The Owner must properly maintain and keep any common property to which the Non- Carpet Floor Covering is attached in a state of good and serviceable repair.
- 9. The Owner must properly maintain and keep the Non-Carpet Floor Covering in a state of good and serviceable repair and replace it as required from time to time, but so that any replacement is conducted in accordance with this By-law and otherwise meets the requirements of this By-law.
- 10. The Owner must pay all costs of the installation, maintenance and repair of the Non- Carpet Floor Covering.

Special By Law 17

Special By law no. 17 Lot: 143 (apartment 1106) works

- 1. **Grant of right to effect Works**
 - 1.1 The Owner has the right to carry out the Works, at its own cost, subject to this by-law. The purpose of this by-law is to allow the Owner to carry out the Works on or affecting the Common Property and to regulate its maintenance, whilst providing appropriate protection to the Owners Corporation.
- 2. **Definitions and interpretation**
 - 2.1 As well as the definitions contained in the by-laws registered with Strata Plan 75520, in this by-law the following terms have the following meanings, unless the context otherwise requires or permits:

Insurance means contractors all risk insurance (including public liability insurance) in the sum of \$20 million, noting the Owners Corporation as an coinsured, and workers compensation insurance.

Owner means the owner(s) of the Relevant Lot.

Relevant Lot means lot 143 in the Strata Plan or any subdivision of lot 143.

Works means the works to the Relevant Lot and the Common Property to be carried out for or in connection with the construction of two glass balcony awnings on the balcony of the Relevant Lot, including a cutter, with the run-off to be distributed to two water tanks also located on the same balcony of the Relevant Lot, such works being more fully detailed in plans and specifications provided to the Executive Committee and initialed by the chairperson of the Executive Committee for the purposes of identification.
 - 2.2 In this by-law, unless the context otherwise requires:
 - 2.2.1 the singular includes the plural and vice versa;
 - 2.2.2 any gender includes the other genders;

2.2.3 any terms used in this by-law will have the same meaning as those defined in the Act and in the by-laws registered with the Strata Plan.

2.2.4 references to legislation include references to amending and replacing legislation.

3. Conditions

3.1 Before the commencement of the Works the Owner must:

3.1.1 obtain the written consent of the Owners Corporation to the Works; and

3.1.2 if the Works are of a structural nature, obtain at the Owner's cost a building engineers report confirming that the installation will not interfere with the structural integrity of the Building and if it so will, what measures are to be implemented to make ensure the same structural integrity remains;

3.1.3 obtain consent from the Authority and provide a copy to the Owners Corporation, or, if required by the Executive Committee, evidence that such consent is not required.

3.2 In respect of the Works, the Owner must:

3.2.1 Pay the Owners Corporation's reasonable costs in preparing making and registering this by-law (including legal and strata management costs);

3.2.2 Pay any bond reasonably required by the Owners Corporation on terms agreed between the Owner and the Executive Committee;

3.2.3 ensure that the Works comply with all consents, approvals and permits from any relevant Authority and are certified by any relevant Authority upon completion if so required;

3.2.4 use only duly licensed employees, contractors or agents;

3.2.5 ensure any licensed employee, contractor or agent effects and maintains appropriate Insurance and provides a copy of the Owners Corporation of any documents evidencing such Insurance upon request;

3.2.6 ensure the Works are completed within a reasonable time frame from date of commencement and are conducted in a proper and workmanlike manner and comply with the current Australian building codes and standards;

3.2.7 use reasonable endeavours to cause as little disruption as possible when carrying out the works;

3.2.8 carry out the Works during times approved by the Executive Committee, acting reasonably;

3.2.9 transport all construction materials, equipment and debris in the manner reasonably directed by the Executive Committee, and ensure that no common area waste services are to be used for the disposal of building material, rubble, waste etc;

3.2.10 protect all affected areas of the Building outside the Relevant Lot from interference or damage relating to the Works or the transportation of construction materials, equipment and debris;

3.2.11 undertake to the Owners Corporation that all damage, if any, to the Relevant Lot, any other Lot and/or the Common Property caused by the Works will be rectified within a reasonable period of time;

3.2.12 provide the Executive Committee's nominated representative(s) access to inspect the Relevant Lot within 48 hours of any request from the Executive Committee to determine compliance with this by-law or with any consents provided under this by-law from time to time (for clarity more than one inspection may be required).

3.3 The Executive Committee's right to access the Relevant Lot arising under this by-law expires once it is reasonably satisfied that clause 3.2 has been complied with.

4. Completion of Works

- 4.1 Upon completion of the Works or works required to rectify any damage to any Lot or the Common Property (including the Relevant Lot) under this by-law, the Owner must, if so required by the Executive Committee, provide the Owners Corporation with certification from a suitable qualified engineer(s) engaged on behalf of the Owner and the Owners Corporation at the cost of the Owner (and approved by the Executive Committee) that the Works have been completed in accordance with the terms of this by-law, any consent from the Authority and any current Australian building code and standard.

5. Enduring rights and obligations

5.1 The Owner of the Relevant Lot:

- 5.1.1 must not vary or increase the scope of the Works without first obtaining the consent in writing of the Executive Committee;
- 5.1.2 remains liable for any damage to any Lot or Common Property (including the Relevant Lot) arising out of the Works;
- 5.1.3 must maintain, replace and keep in good and serviceable repair the Works after completion and certification of the Works as contemplated in clause 4 of this by-law, at the Owner's expense; and
- 5.1.4 indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

6. Exclusions

- 6.1 To avoid any confusion, this by-law does not confer any rights on the Owner, occupier or their successors in title to carry out any other fit out works whatsoever.

7. Default by the Owner

- 7.1 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- 7.1.1 carry out all work necessary to perform that obligation;
- 7.1.2 enter upon any part of the Relevant Lot to carry out that work; and
- 7.1.3 recover the costs of carrying out that work from the defaulting Owner.

Special By Law 18 - Proposed Owners Works

Purpose

1. This By-law is made for the purposes of managing, regulating and controlling the carrying out of Works which affect the Common Property and/or impact on an Owner or occupier of a Lot.
2. For the purposes of this By-law, "Works" means the additions and alterations undertaken by an Owner of a Lot (at that Owner's cost and to remain that Owner's fixture) to renovate or improve that Lot and the Common Property (including all ancillary structures) in accordance with plans, drawings and diagrams submitted (and approved by the Owners Corporation) in accordance with this By-law.
3. This By-law does not confer special privileges or exclusive use rights to an Owner, and an Owner must prepare a special privileges and/or exclusive use By-law in respect of carrying out any Works on their Lot and the Common Property.
4. This By-law works in conjunction with any special privileges and/or exclusive use By-law made by an Owner of a Lot.

Conditions

Approval Process

5. Prior to putting forward a motion for a special privileges and/or exclusive use By-law at a general meeting of the Owners Corporation, an Owner is required to submit a written request for approval through the strata managing agent to the secretary of the Executive Committee before carrying out any Works in their Lot.
6. The written request for approval must include the following information:
 - (a) Details and specification of the Works;
 - (b) Consents and conditions;
 - (c) Plans and drawings; and
 - (d) Any other documents reasonably required by the Owners Corporation.
7. Without limiting the discretion of the Owners Corporation, the Owners Corporation may refuse to grant written approval for the Works if the Owner refuses or fails to provide all the information requested in clause 6 of this By-law.

Before Commencing Works

8. Before commencing Works the Owner must:
 - (a) provide to the Owners Corporation copies of the approval for the Works from all relevant consent authorities and the Executive Committee and any other competent authority;
 - (b) provide a copy of the By-laws to the Owner's contractor and any person engaged by the contractor in relation to the Works;
 - (c) notify the Executive Committee or person nominated in writing of the timing and extent of the Works;
 - (d) provide the Owners Corporation with satisfactory evidence of adequate contractors All Risk Insurance in respect of the performance of the Works;
 - (e) provide a written certificate addressed to the Owners Corporation given by a suitable qualified and experienced engineer approved by the Owners Corporation (such approval must not be unreasonably withheld) that the Works will not affect the structural integrity of the Building;
 - (f) pay a bond amount to be determined by the Executive Committee, having regard to the extent of the Works by the Owner, which may be used by the Owners Corporation in its absolute discretion to repair any damage caused to Common Property by the respective Owner as a result of the Works; and
 - (g) Obtain approval in writing for the Works from the Owners Corporation (which approval may be subject to such special conditions as the Owners Corporation requires) and provide a letter of acceptance of the conditions of work to the Owners Corporation, signed by the Owner.
9. Where the Works involve the removal or reduction of any load bearing walls within a Lot, the Owners Corporation may request an Owner to obtain a second peer review to ensure that the Works will not affect the structural integrity of the Building.
10. The Owner must maintain, replace and keep in good and serviceable repair the Works after completion and certification of the Works as contemplated in this by-law, at the Owner's expense. If the Works involve any alteration to or enhancement of the Common Property, this obligation of the Owner extends to such altered or enhanced Common Property.

Carrying Out Works

11. Owners and their contractor:

- (a) must only carry out the Works between the hours of 7.30am to 4.00pm, Mondays to Fridays, excluding Saturdays, Sundays and public holidays (or such other hours as the Executive Committee specifies in writing);
 - (b) must use the lifts only for transportation of construction material, equipment, debris and other material in accordance with the directions of the Owners Corporation and subject to a lift curtain being installed;
 - (c) must not store any waste or building materials on the Common Property except as the Owners Corporation may permit at its discretion;
 - (d) must protect the Common Property from damage, including but not limited to using a lift curtain to protect the lift and using carpet or some other protective covering to protect the lobby floor and walls;
 - (e) must keep all areas of the Building outside their Lot clean and tidy when performing the Works;
 - (f) must not create noise or other interference that causes discomfort, disturbance or interference with activities of any other Owners or Occupiers of the Building; and
 - (g) must ensure that the security of the Building comprising the strata scheme is maintained throughout the performance of the Works.
12. An Owner will be liable for any damage, alteration or addition made or caused to any part of the Common Property as a result of the Works, and will reinstate the Common Property to its original condition immediately after it has occurred.
13. An Owner must indemnify the Owners Corporation against loss or damage arising from the performance or the existence of the Works.
14. The Works shall be carried out in a proper and workmanlike manner, and by duly licensed contractors, in accordance with the drawings and specifications approved by the relevant consent authorities and the Owners Corporation, and must be completed within a reasonable time frame from date of commencement.
15. In performing the Works an Owner must comply with all directions orders and requirements of all relevant statutory authorities and the Owners Corporation, and shall ensure and be responsible for compliance with such directions, orders and requirements by that Owner's servants, agents and contractors. This includes without limitation compliance with the following:
- (a) areas to which the Owners Corporation may require access, such as drainage duct covers and common water supply mains are to remain fully accessible and of at least the same size as the existing items. This applies in the kitchen area, in bathrooms, laundries and other areas;
 - (b) the access panels to upper floor drains in the ceilings of wet areas are to be retained in existing positions through removable access panels to enable access to the U-bend of waste pipes of Lot above;
 - (c) any alterations to the fire service occasioned by alterations or false ceilings must be certified by a qualified fire consultant that is approved by the Owners Corporation, at the Owner's expense. A copy of the certificate confirming that the alterations conform to the fire codes must be provided to the Owners Corporation on completion;
 - (d) sprinkler heads must not be painted;
 - (e) any spa bath must be adequately insulated to stop noise and vibration disturbance to any other Lot;
 - (f) any quick-shutting (quarter turn, lever action, or similar) taps are to be fitted with water hammer arrestors on both hot and cold water lines;

- (g) no additions to the electrical supply to a Lot are to be made without the prior written approval of the Owners Corporation;
 - (h) no changes are to be made to the existing intercom, TV or other communication cables without the prior written separate approval of the Owners Corporation; and
 - (i) no work is to be done on the main switchboard unless an authorised representative from the Owners Corporation is present.
16. In addition to the conditions outlined above:
- (a) the Executive Committee shall have the right to inspect the Works during the course of construction and upon completion; and
 - (b) the Owners Corporation may apply the bond or any part of it towards such cost or towards the repair, replacement or rectification of Common Property damaged in consequence of the Works.

After Completion of Works

17. Upon completion of the Works or works required to rectify any damage to the relevant Lot, any other Lot or the Common Property, the Owner must, if so required by the Executive Committee, provide the Owners Corporation with certification from a suitable qualified engineers) engaged on behalf of the Owner and the Owners Corporation at the cost of the Owner (and approved by the Executive Committee) that the Works have been completed in accordance with the terms of this By-law, any consent from any relevant authority and any current and relevant Australian building code and standard.
18. The Owners Corporation may, without notice:
- (a) carry out all work necessary to perform that obligation of any Owner in respect of the Works;
 - (b) enter upon any part of the parcel to carry out that work;
 - (c) deduct the costs of carrying out that work from the bond and, if the costs of carrying out that work exceed the amount of bond held by the Executive Committee, then the Executive Committee may either, in its absolute discretion, demand an additional bond from the defaulting Owner or recover the additional costs of carrying out that work from the defaulting Owner as a debt; and
 - (d) include reference to the debt on levy notices and any other levy reports or information.
19. Any debt for which an 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 one month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10% or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
20. The Owners Corporation must refund the bond (or part only of the bond where some of it has been applied in accordance with clause 18 (c)) to the relevant Owner when:
- (a) that Owner notifies the Owners Corporation that the Works are complete; and
 - (b) the Owners Corporation is satisfied that any damage caused to the Common Property by the Works has been repaired.

Special By law 19 - Security Access Devices

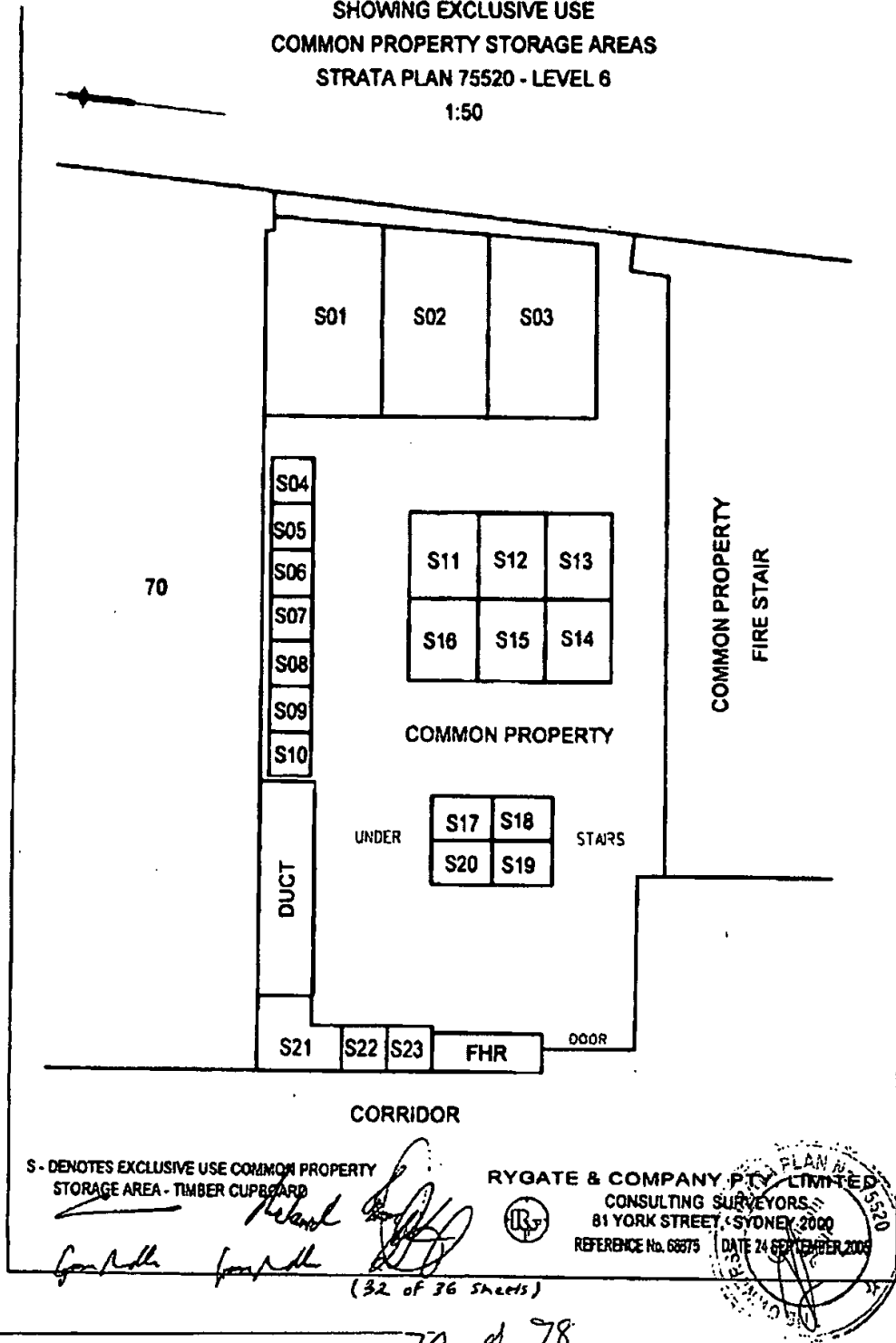
1. The Owners Corporation will make available to each Owner a maximum of three Security Access Devices (or such additional number as the Executive Committee approves in its discretion on a case by case basis) necessary to enable Owners to access the Building for the purpose of passing over Common Property and access ways.

2. For the purposes of this By-law, a Security Access Device is a security access tag used to access the Building and lifts within the Scheme.
3. The Owner is responsible for providing the Security Access Device to any occupiers of their Lot.
4. The Owners Corporation reserves the right to charge for any additional Security Access Devices provided to an Owner or Occupier.
5. Each Owner and Occupier to whom Security Access Device are made available must:
 - (a) exercise a high degree of caution and responsibility in making Security Access Device available for use by other persons;
 - (b) not duplicate or permit any Security Access Devices to be duplicated;
 - (c) take all reasonable steps to ensure that Security Access Devices are not lost;
 - (d) immediately notify the Owners Corporation if Security Access Devices are lost, stolen or damaged; and
 - (e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Access Devices.
6. Any Occupier of a Lot (but not an Owner) must return all Security Access Devices provided to that Occupier to their landlord or property managing agent when vacating the Building. The Occupier must not return the Security Access Devices to the Owners Corporation or strata managing agent.

Req:R168760 /Doc:SP 0075520 D /Rev:01-Dec-2005 /Sta:SC.OX /Prt:18-Feb-2013 14:15 /Pgs:ALL /Seq:32 of 36
 Ref: /Src:0

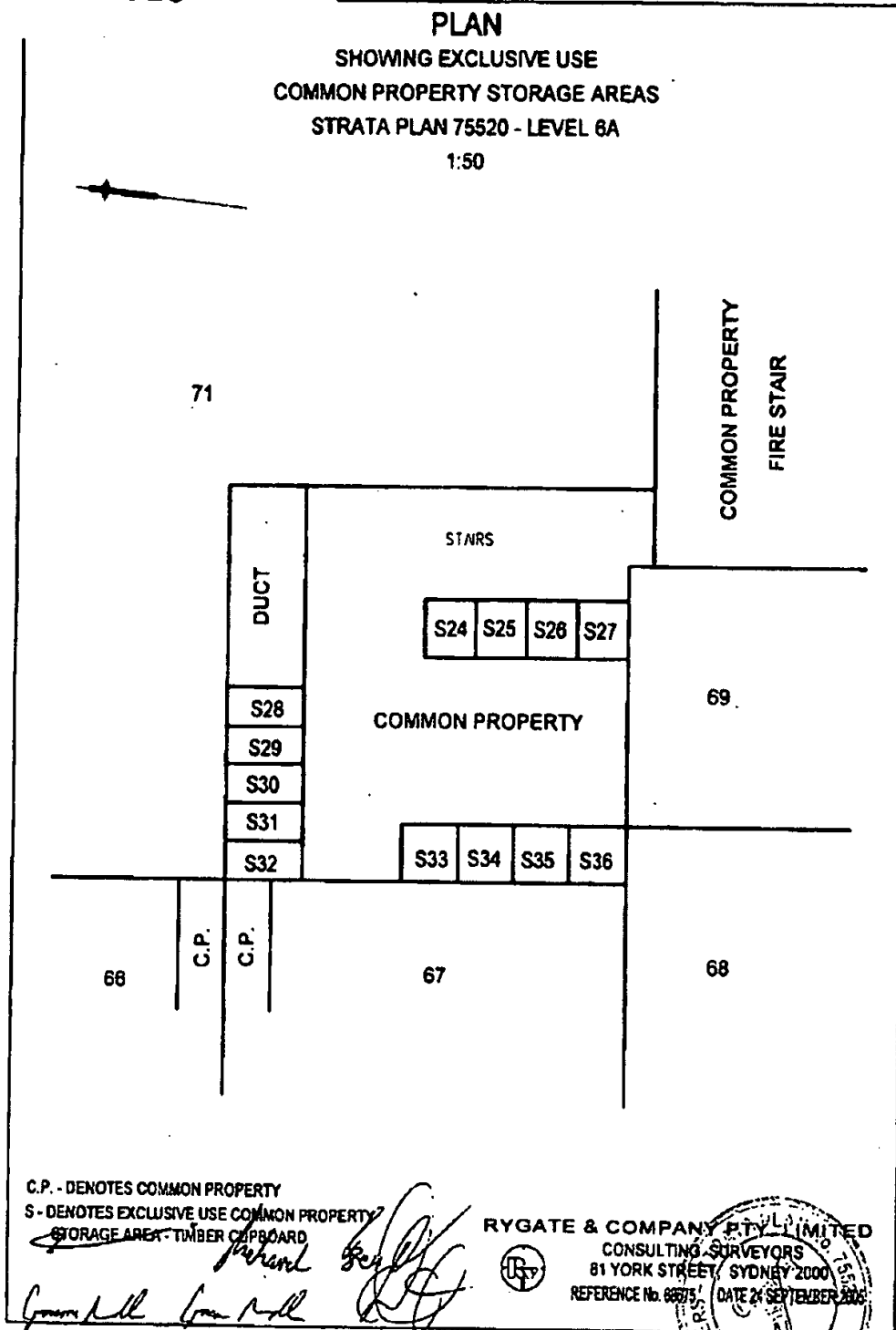
SP75520

PLAN
SHOWING EXCLUSIVE USE
COMMON PROPERTY STORAGE AREAS
STRATA PLAN 75520 - LEVEL 6
1:50



Req:R163740 /Doc:SP 0075520 D /Rev:01-Dec-2003 /Sls:SC,OK /Vfc:18-180-2011 14:13 /Vgs:AAA /Seq:22 of 30
 Ref: /Src:U

SP75520

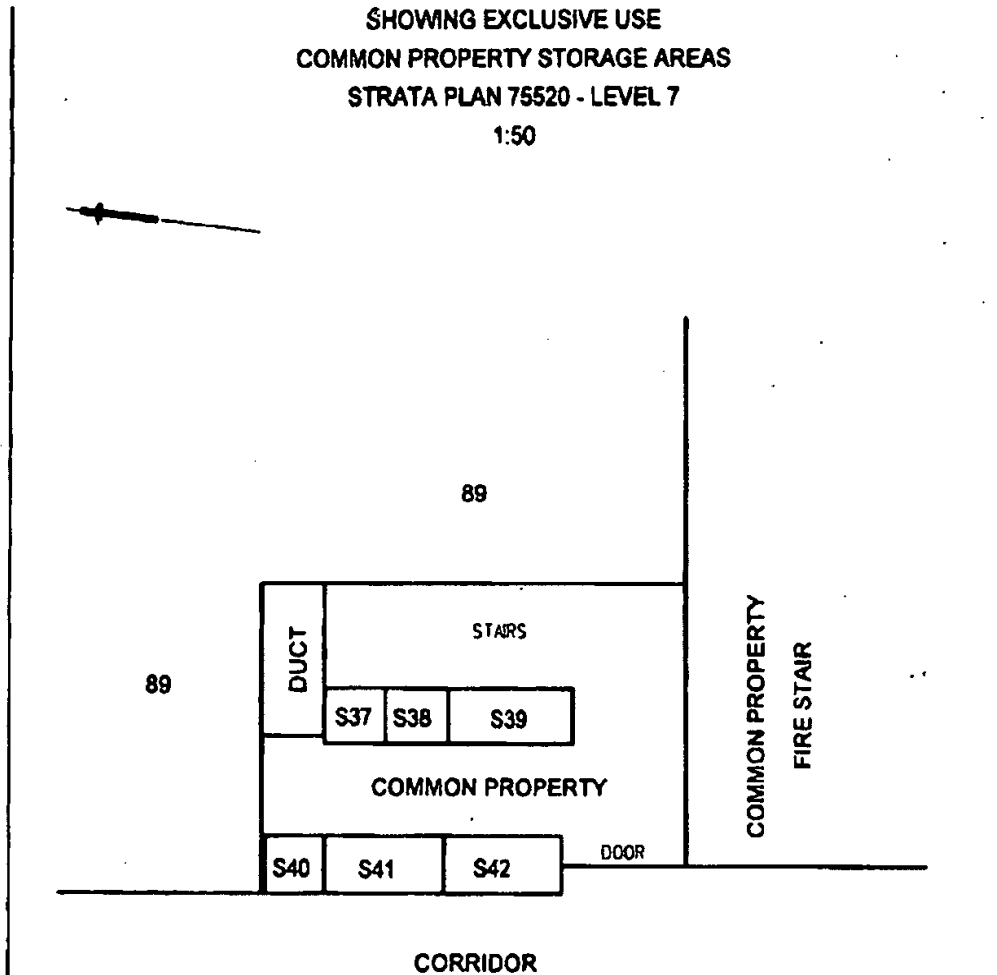


71 of 78

Req:0168740 /Doc:SP 0075520 D /Rev:01-Dec-2005 /Sta:SC.DK /Prt:18-Feb-2011 14:15 /Pgs:100 /Seq:24 of 24
 Ref: /Src:U

SP75520

PLAN
SHOWING EXCLUSIVE USE
COMMON PROPERTY STORAGE AREAS
STRATA PLAN 75520 - LEVEL 7
1:50



S - DENOTES EXCLUSIVE USE COMMON PROPERTY
 STORAGE AREA - TIMBER CLIPBOARD

RYGATE & COMPANY PTY. LIMITED
 CONSULTING SURVEYORS
 81 YORK STREET, SYDNEY 2008
 REFERENCE No. 66825 DATE 24 SEPTEMBER 2005

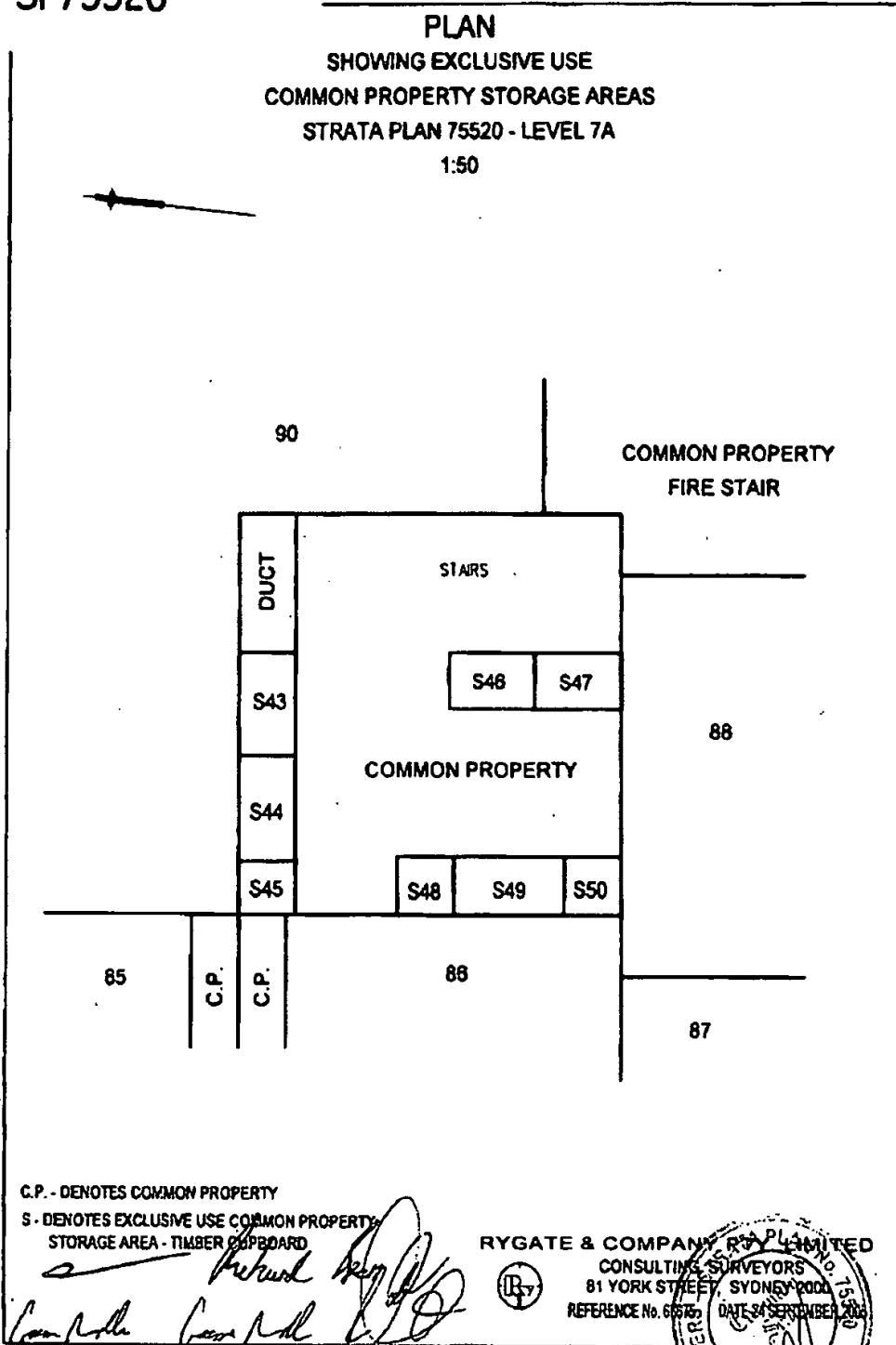
(34 of 36 Sheets)

12 A 78

DF

Ref: /Src:U

SP75520

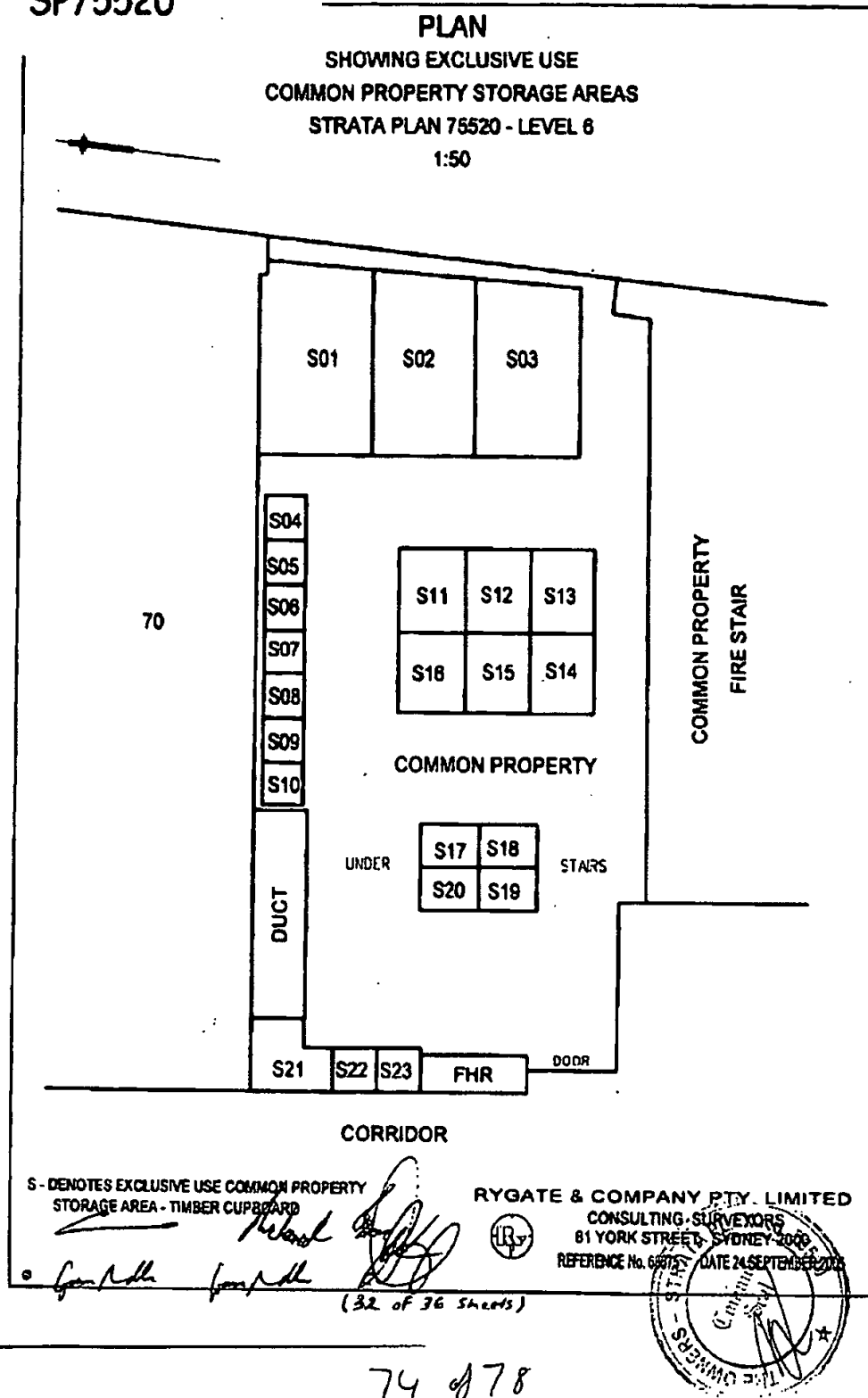


73 d 78

DF

Ref: /Src:0.

SP75520

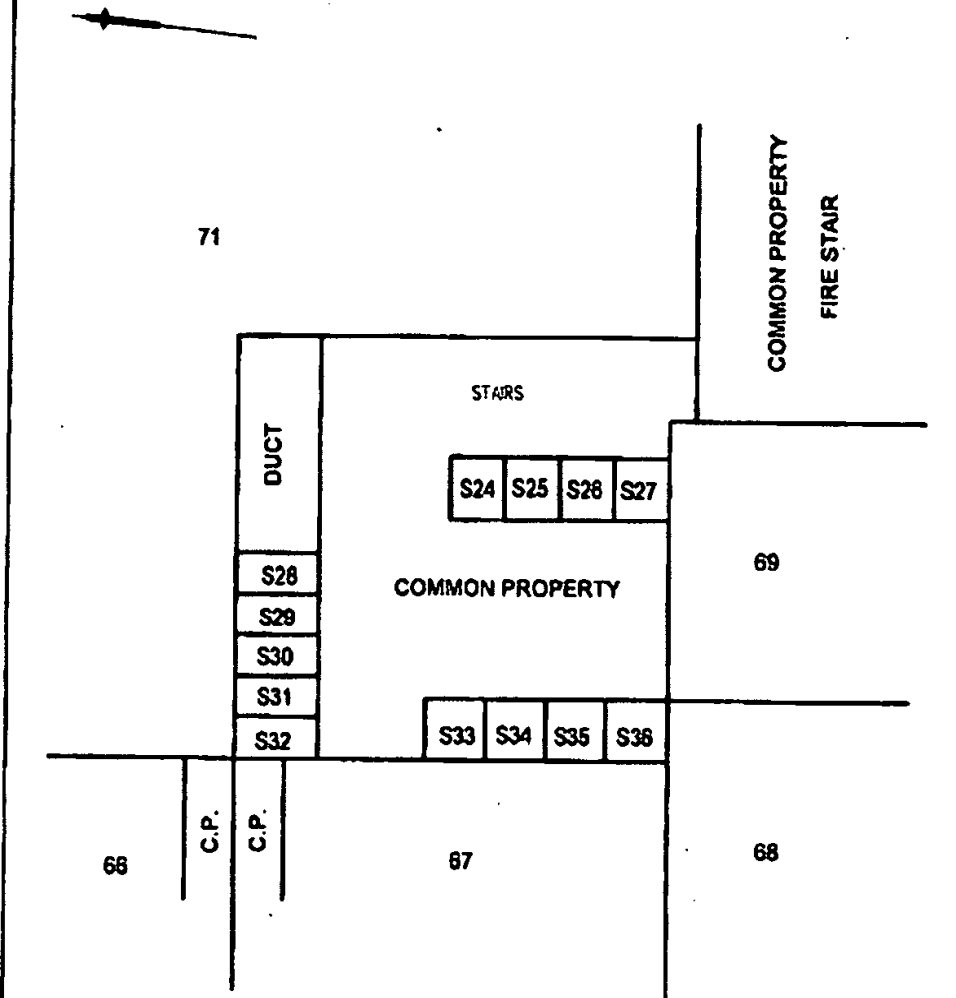


Req:R378440 /Doc:DL 0075520 D /Rev:01-Dec-2009 /Sta:SC.CX /Prt:19-Feb-2013 14:15 /Pgs:ALL /Seq:33 of 36
 Ref: /Src:0

SP75520

PLAN
SHOWING EXCLUSIVE USE
COMMON PROPERTY STORAGE AREAS
STRATA PLAN 75520 - LEVEL 8A

1:50



C.P. - DENOTES COMMON PROPERTY
 S - DENOTES EXCLUSIVE USE COMMON PROPERTY
 STORAGE AREA - TIMBER CHIFFBOARD

Grant Hill *Grant Hill*

(33 of 36 Sheets)

RYGATE & COMPANY
 CONSULTING SURVEYORS
 81 YORK STREET, SYDNEY 2000
 REFERENCE No. 62715 DATE 24 SEPTEMBER 2010

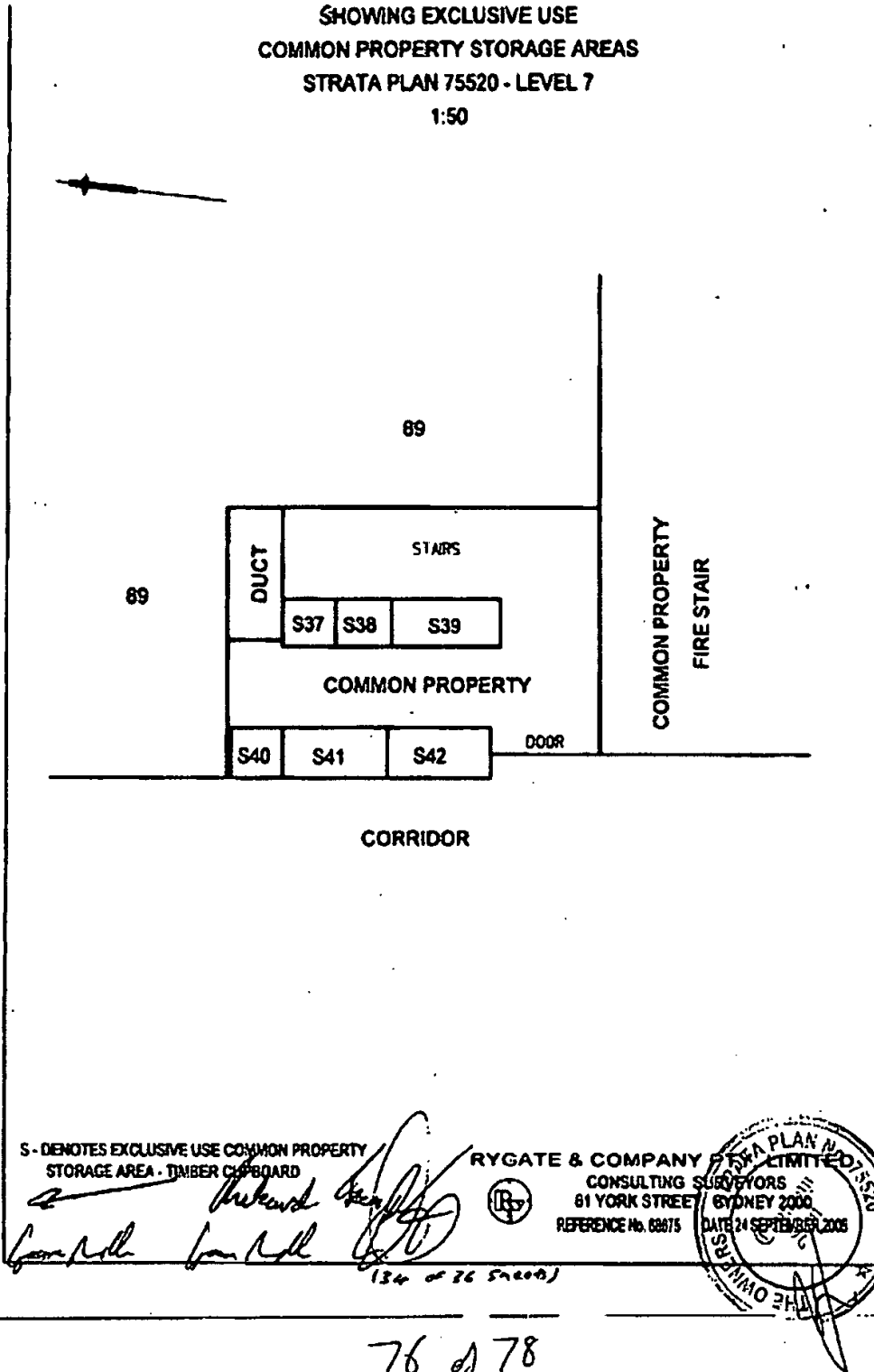


75 of 78

Req:R378440 /Doc:SP 0075520 D /Rev:01-Dec-2009 /Sta:SC,OK /Prt:18-Feb-2013 14:15 /Pgs:ALL /Seq:34 of 36
 Def: /Src:0

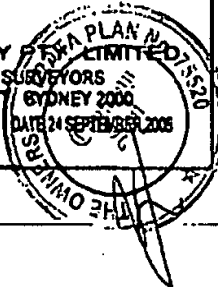
SP75520

PLAN
SHOWING EXCLUSIVE USE
COMMON PROPERTY STORAGE AREAS
STRATA PLAN 75520 - LEVEL 7
1:50



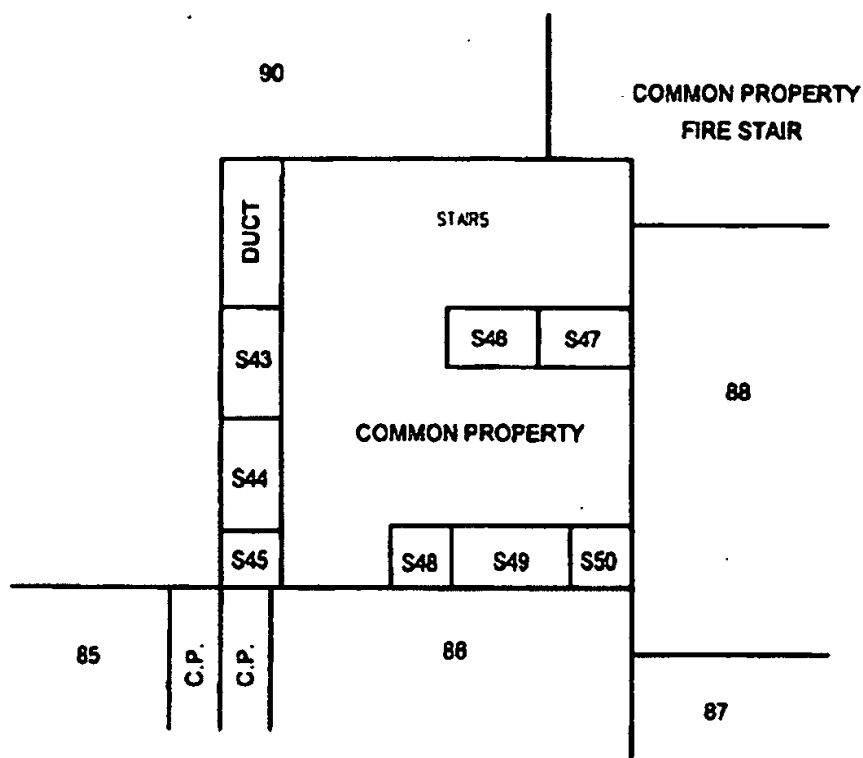
S - DENOTES EXCLUSIVE USE COMMON PROPERTY
 STORAGE AREA - TIMBER CLIPBOARD

RYGATE & COMPANY PTY LTD
 CONSULTING SURVEYORS
 81 YORK STREET
 SYDNEY 2000
 REFERENCE No. 68875



76 of 78

DF

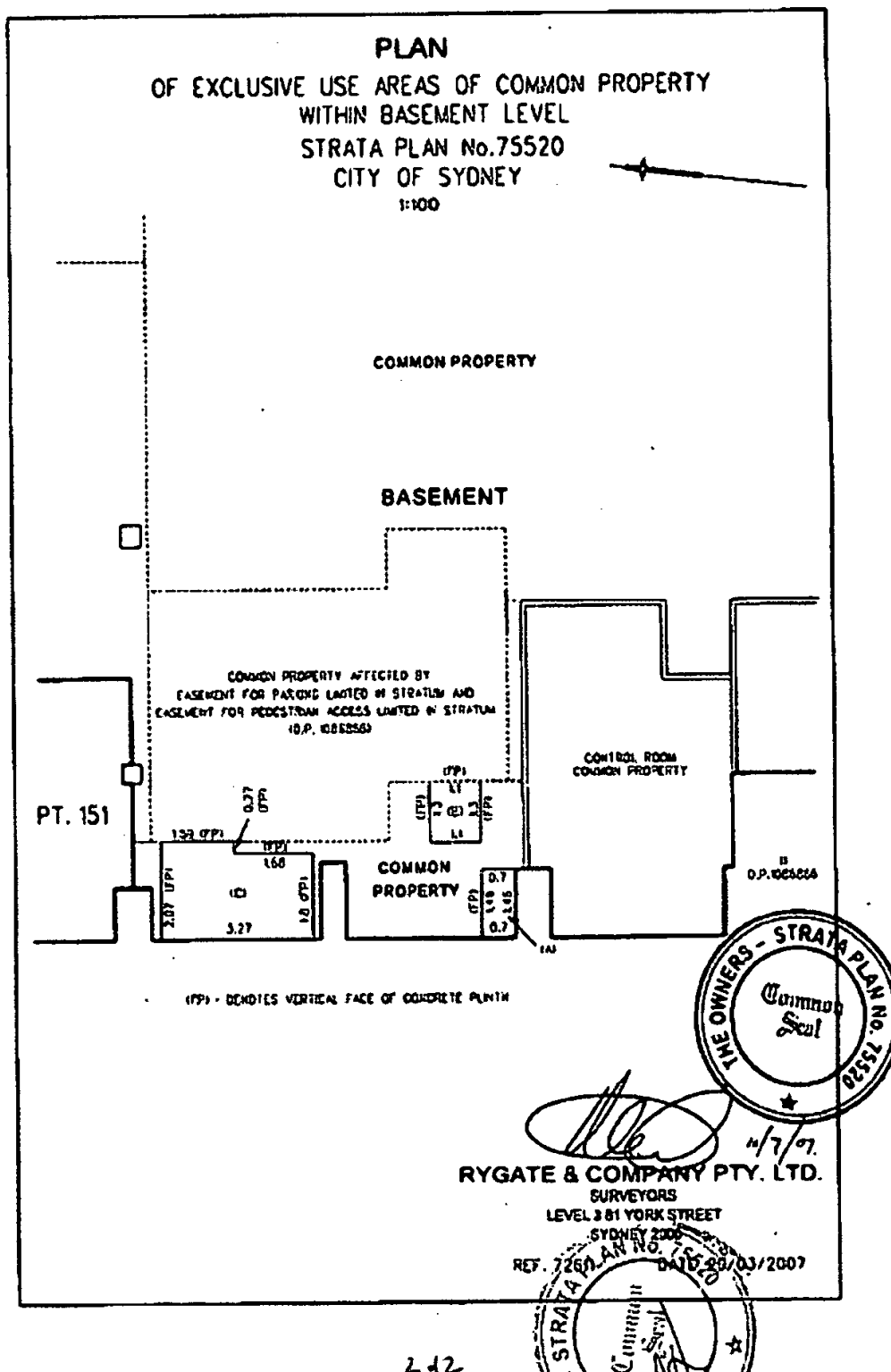


RYGATE & COMPANY PTY. LIMITED
CONSULTING SURVEYORS
81 YORK STREET, SYDNEY 2000
REFERENCE No. 68675 DATE 24 SEPTEMBER 2005

(25 of 36 sheets)

77 or 78

07



Special By-Law No 20 - LOT 69 IMPROVEMENTS

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property subject to the terms and conditions contained in this by-law.
3. "Owner" means the owner or owners of lot 69 from time to time of strata plan no.75520.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below, in Statement of Proposed Works prepared by mmad productions prepared 6 August 2015 a copy of which was tabled at the meeting of the Owners Corporation approving this by-law and is appended to the agenda of that meeting and in the exterior modification drawings prepared by mmad productions, annexed to this by-law and marked "Annexure A" –
 - (a) Replace existing fixed glass glazing on the Entry Level of the lot with operable swinging full-size glazed door to match the existing opening size, break pattern and finish; and
 - (b) Replace existing fixed Upper Level Master Bedroom glazing with operable awning glass window with interior insect screen (lower portion only) to match existing opening size, break pattern and finish.
5. The Owners Corporation acknowledges that the Owner shall be undertaking other aesthetic works, such as painting and replacement of fixtures, fittings and joinery, which do not affect common property and do not require the consent of the Owners Corporation.
6. The Owner must ensure that any Improvements that can be seen from the outside of the scheme are in a construction and colour scheme that matches the overall appearance of the building.
7. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
8. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

9. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
10. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
11. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.
18. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
19. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

20. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
21. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

Special By-law No. 21 - MINOR RENOVATIONS

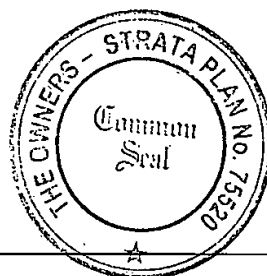
- (a) That the owners corporation SPECIALLY RESOLVED to make an additional by-law in the following terms:
- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
 - ii. The owners corporation in like manner may revoke any such delegation.
 - iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.
- (b) That the strata manager be instructed to arrange registration of the by-law.

The seal of The Owners-Strata Plan No 75520 was affixed on 26/09/17 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): David Ferguson

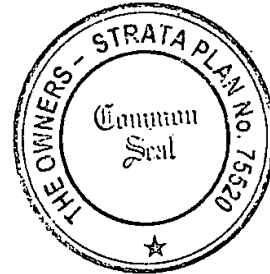
Name(s) [use block letters]: DAVID FERGUSON

Authority: STRATA MANAGING AGENT



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 75520 was affixed on ^ 26/09/17 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: [Signature] Name: DAVID FERGUSON Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.

Form: 15CH
Release: 2.3

**CONSOLIDATION
CHANGE OF BY-LA**

New South Wales
Strata Schemes Management
Real Property Act 1900



AQ628395T

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
Folio Identifier CP/SP75520

(B) **LODGED BY**

Document Collection Box 32K	Name	Colin Cunio	CODE CH	
	Company	Strata Specialist Lawyers		
	Address	PO Box 515 ROSE BAY NSW 2029		
	E-mail	colincunio@strataspecialistlawyers.com.au		
	Contact Number	(02) 9089 8706		
	Customer Account Number	136403	Reference	2323

- (C) The Owner-Strata Plan No. 75520 certify that a special resolution was passed on 10/11/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. 49-50
- Amended by-law No. 37
- 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. 75520 was affixed on 23/11/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

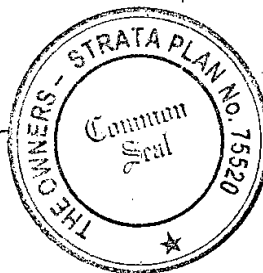
Name :

Authority :

Signature :

Name :

Authority :



29	RESTRICTING ACCESS TO COMMON PROPERTY.....	19
30	SECURITY KEYS AND CARDS.....	20
31	AGREEMENT WITH THE BUILDING MANAGER.....	21
32	BUILDING MANAGEMENT AND AN OWNER OR OCCUPIER OF A LOT	22
33	FAILURE TO COMPLY WITH BY-LAWS.....	22
34	CLEANING OF LOT AND RANGEHOODS.....	23
35	PRODUCTS USED IN SCHEME.....	23
36	USE OF BALCONIES.....	23
37	ESCAPE OF SMOKE AND NOXIOUS SMELLS.....	23
38	STORAGE AREAS	23
39	SMOKING, ALCOHOL ETC.	24
42	GENERAL EXCLUSIVE USE RIGHTS.....	29
43	EXCLUSIVE USE RIGHT - LOT 147.....	29
44	EXCLUSIVE USE OF STORAGE AREAS.....	30
45	CARPARKING ENTITLEMENTS	32
46	STRATA MANAGEMENT STATEMENT	40
47	EXCLUSIVE USE RIGHTS FOR LOTS 151, 152 AND 153	40
48	BIKE RACKS.....	43
49	DAMAGE TO COMMON PROPERTY.....	43
50	RESTRICTIONS ON SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENTS.....	43
	SPECIAL BY LAW 3	48
	SPECIAL BY LAW 4 – AMENDMENT TO VEHICLES.....	49
	SPECIAL BY LAW 5 – STORAGE SPACE LEVEL 3 LOT 24.....	49
	SPECIAL BY LAW 6 – STORAGE SPACE LEVEL 4 LOT 147.....	49
	SPECIAL BY LAW 7 – STORAGE SPACE LEVEL 7 LOT 76.....	50
	SPECIAL BY LAW 8 – STORAGE SPACE LEVEL 9 LOT 116.....	50
	SPECIAL BY LAW 9 – STORAGE SPACE LEVEL 10 LOT 135.....	50
	SPECIAL BY LAW 10 – STORAGE SPACE LEVEL 11 LOT 141.....	51
	SPECIAL BY LAW 12 – EXCLUSIVE USE LOT 8 AND 9	51
	SPECIAL BY LAW 13 – MOVING IN AND OUT	56
	SPECIAL BY LAW 14 – SERVICE OF DOCUMENTS BY EMAIL	59
	SPECIAL BY LAW 15	59

This is page 3 of a total of 91 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

SPECIAL BY LAW 15A – DETERMINATION IN RELATION TO THE MAINTENANCE, RENEWAL, REPLACEMENT AND REPAIR OF CERTAIN COMMON PROPERTY.....	60
SPECIAL BY LAW 16 – FLOOR COVERINGS	61
SPECIAL BY LAW 17 – LOT 143 (APARTMENT 1106) WORKS.....	62
SPECIAL BY LAW 18 – PROPOSED OWNERS WORKS	66
SPECIAL BY LAW 19 – SECURITY ACCESS DEVICES	71
SPECIAL BY LAW 20 – LOT 69 IMPROVEMENTS	71
SPECIAL BY LAW 21	75
SPECIAL BY LAW 22	75

This is page 4 of a total of 91 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

1 Definitions

In these By-laws:

Act means *Strata Schemes Management Act 1996 (NSW)* as amended.

Authorised Users means the representatives, contractors, agents, employees, licensees, clients, customers or invitees of an Owner or Occupier person.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means the areas shown on the Strata Plan as being a Terrace, Enclosed Terrace, Courtyard, Balcony or any other area generally considered to have the attributes of a balcony as determined by the Executive Committee.

Building means the building constructed on the Land which contains the Scheme and includes the Church Stratum, Carstacker, Storage Areas and Common Property within the Scheme.

Building Manager means the person or corporation referred to in By-law 31, whether appointed by the Original Owner or the Owners Corporation, if any.

Building Management Agreement means any building management agreement entered into in accordance with By-law 31.

Building Management Committee means the building management committee as defined and constituted in accordance with the provisions contained within the Strata Management Statement.

By-law(s) means the by-laws contained in this document as may be varied from time to time in accordance with the Act.

Carparking Entitlement means the entitlement of a Carparking Owner to park the number of vehicles in the Carstacker as specified in Column B of the table in By-law 45.

Carparking Owner means an Owner of a Lot that has a Carparking Entitlement as specified in Column A of the table in By-law 45.

Carstacker means carstacker system located in and below the basement of the Building and includes the entry and exit modules and areas adjacent to the entry and exit modules.

This is page 5 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Church Stratum means the part of the Building that comprises the Church Stratum as shown as Lot 11 on the Stratum Plan.

Commercial Lot(s) means Lots 149 to 153 (inclusive).

Common Property means:

- (a) Common property in the Scheme; and
- (b) the Owners Corporation's personal property.

Council means the City of Sydney or its successor or any other consent authority that has jurisdiction over the Building, Lots, and/or Common Property.

Easement for Services means any easement for services created upon registration of the Stratum Plan in favour of the Residential / Retail Stratum.

Executive Committee means the Executive Committee of the Owners Corporation elected in accordance with the Act.

Exclusive Use Storage Area means an area of the Common Property dedicated to the exclusive use and enjoyment of a Storage Owner as shown on the Exclusive Use Storage Area Plan.

Exclusive Use Storage Area Plan means the plan of the Exclusive Use Storage Areas annexed to these By-laws and marked "Annexure B".

Gas Service means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and individual Lots.

Heritage Act means the *Heritage Act 1977*.

Heritage Maintenance Plan means the plan prepared by the Original Owner's nominated heritage consultant and implemented by the Building Management Committee in accordance with the Strata Management Statement to ensure the future management of the Building has full regard for and maintains the heritage significance of the Building.

Hot Water System means any system for the reticulation of hot water to parts of the Common Property and individual Lots.

Intercom System means any System for communication between parts of the Common Property (including the entrances to the Building) and individual Lots.

This is page 6 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Land means the land contained in lot 1 in deposited plan 235235, being the whole of the land comprised in Certificate of Title Folio Identifier 1/235235 as may have been so redefined and subdivided to create the Scheme.

Loading Bays means the loading bays located on the basement level of the Building as shown on the Stratum Plan and Strata Plan.

Lot means a lot in the Scheme.

Occupier means an Occupier or lessee of a Lot.

Original Owner means Scots Church Development Limited.

Owner means:

- (a) the registered proprietor for the time being of a Lot;
- (b) if a Lot is at any time subdivided, the Owners for the time being of each of the new Lots created as a result of that subdivision;
- (c) in the context of a By-law granting exclusive use and special privileges over Common Property, the Owner(s) of the Lot(s) having the benefit of that exclusive use or special privilege; and
- (d) unless a By-law states otherwise, the mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation for the Scheme.

Reception Area means that area of Common Property located on the Ground Floor as shown in the Strata Plan including the foyer, entrance-way and hallways.

Residential Lot(s) means Lots 1 to 148 (inclusive).

Residential/Retail Stratum means the part of the Building that comprises the Residential/Retail Stratum as shown as Lot 10 on the Stratum Plan.

Rules means the rules created in accordance with By-law 2.1 as may be added to or varied by the Owners Corporation or Executive Committee from time to time.

Scheme means the strata scheme created on registration of the Strata Plan accompanying these By-laws.

This is page 7 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Security System means any system designed to promote security within the Building, including any audio surveillance devices, visual security cameras and other audio/visual surveillance equipment.

Storage Area means any area that is designated on the Strata Plan as a storage area including any Exclusive Use Storage Areas.

Storage Entitlement means the entitlement of a Storage Owner to store items in an allocated Exclusive Use Storage Area as specified in Column B of the table in By-law 44.

Storage Owner means an Owner of a Lot that has a Storage Entitlement as specified in Column A of the table in By-law 44.

Strata Management Statement means the strata management statement registered at the Office of Land and Property Information accompanying these By-laws.

Strata Manager means the person appointed from time under Part 4 of the Act in relation to the Scheme.

Strata Plan means the plan of strata subdivision registered at the Office of Land and Property Information accompanying these By-laws.

Stratum Plan means the plan of stratum subdivision of the Land registered at the Office of Land and Property Information.

Unit Entitlements means the unit entitlements determined in accordance with the Act as recorded on the Strata Plan.

2 Rules

- 2.1 The Owners Corporation and Executive Committee may make Rules about the security, control, management, operation, use and quiet enjoyment of the part of the Building comprising the Scheme. Rules must comply with and be consistent with the By-laws and the Act.
- 2.2 The Executive Committee may add to or change the Rules at any time.
- 2.3 An Owner or Occupier must comply with the Rules.
- 2.4 If a Rule is inconsistent with a By-law or the Act, the By-law or Act prevails to the extent of the inconsistency.

This is page 8 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 2.5 Any Owner or Occupier may obtain a copy of the current Rules on reasonable notice from the Building Manager or the Strata Manager.

3 Noise

An Owner or Occupier must not create any noise on a Lot or the Common Property, or install any device within the Owner's Lot, likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

4 Vehicles

- 4.1 An Owner or Occupier must not park or stand (for any period other than to load and unload passengers) any motor or other vehicle on Common Property nor park or stand any motor or other vehicle that may obstruct access to the driveway at any time or allow any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property or obstruct access to the driveway except with the prior written approval of the Owners Corporation.
- 4.2 An Owner or Occupier or their representatives, contractors, agents, employees or licensees, must not park or stand any motor or other vehicle in any parking space designated for use as a Loading Bay except for the express purpose of loading and unloading goods and materials and such Owner or Occupier or their representatives, contractors, agents, employees or licensees, must not leave their vehicle unattended for any period greater than five (5) minutes from the time of arrival.
- 4.2A If an Owner or Occupier parks or stands a vehicle on Common Property in breach of By Law 4.1 or in a Loading Bay in breach of By-law 4.2, then the Owners Corporation is entitled to take one or more of the following actions:
- a) to immobilise the vehicle;
 - b) in the case of a vehicle parked in a Loading Bay, to chain the vehicle into the bay; and
 - c) to remove the vehicle, by towing or otherwise, at the cost and expense of the Owner or Occupier.
- 4.3 An Owner or Occupier may not lease, license, transfer, assign or otherwise part with possession of its Carparking Entitlement within the Carstacker, if any, to any person or entity other than another occupant, tenant or resident of a Lot within the Building.

5 Obstruction of Common Property

This is page 9 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

An Owner or Occupier or any Authorised User must not obstruct the lawful use of Common Property by any person.

6 Damage Plants on Common Property

An Owner or Occupier or any Authorised User must not:

- (a) damage any plant or flower being part of or situated on Common Property; or
- (b) use any portion of the Common Property for a garden for their own purpose.

7 Damage to Common Property

7.1 An Owner or Occupier or any Authorised User must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the prior written approval of the Owners Corporation.

7.2 An approval given by the Owners Corporation under By-law 7.1 cannot authorise any additions to the Common Property.

7.3 This By-law does not prevent an Owner or person authorised by an Owner from installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders;
- (b) any screen or other device to prevent entry of animals or insects on the Lot; or
- (c) any structure or device to prevent harm to children;

provided that such screen, structure or device complies with the Fire Safety Standards of Australia.

7.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the rest of the Building.

7.5 The Owners Corporation and Executive Committee may make Rules with respect to the type and quality of installations that may be installed pursuant to clause 7.3.

7.6 Despite section 62 of the Act, the Owner must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 7.3 that forms part of the Common Property and that services the Lot; and

This is page 10 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) repair any damage caused to any part of the Common Property by the installation or removal of any installation or structure referred to in By-law 7.3.

- 7.7 If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to clause 7.3, which does not comply with Fire Safety Standards of Australia or is not in keeping with the appearance of the Building in accordance with By-law 7.4, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with Fire Safety Standards of Australia or is in keeping with the appearance of the Building in accordance with By-law 7.4. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8 Behaviour of Owners, Occupiers and Invitees

- 8.1 An Owner or Occupier or any Authorised User when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- 8.2 An Owner or Occupier must take all reasonable steps to ensure that any Authorised User of the Owner or Occupier does not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- 8.3 Where these By-laws require an Authorised User to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting the Authorised User to enter the Building must ensure that the relevant Authorised User complies with such requirement.

9 Children Playing on Common Property in Building

An Owner or Occupier or any Authorised User must not permit any child of whom the Owner or Occupier or any Authorised User has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property, unless accompanied by an adult exercising effective control, to enter or to remain within the Common Property including the car parking areas and other areas of possible danger or hazard to children.

10 Depositing Rubbish and Other Material on Common Property

An Owner or Occupier or any Authorised User must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

This is page 11 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

11 Drying of Laundry Items

An Owner or Occupier or any Authorised User must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Lot or Common Property in such a way as to be visible from outside the Building or any other Lot within the Building.

12 Cleaning Windows and Doors

An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property, unless:

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

13 Storage of inflammable liquids and other substances

13.1 An Owner or Occupier or any Authorised User must not except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas, any explosive or combustible materials or materials capable of being used to create explosives or become combustible, corrosive agent or compound or toxic substance or other inflammable material.

13.2 This By-law 13 does not apply to chemicals liquids, gases or other material stored in a legally approved storage vessel used and intended to be used for normal domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16 Garbage Disposal

16.1 An Owner or Occupier of a Residential Lot must:

- (a) dispose of general waste by using the garbage chute in the Building, which can be accessed on levels 1-12 through the garbage room located on the Common Property;
- (b) ensure that no glass or sharp items or any other items that may damage or block the garbage chute are placed in the garbage chute;

This is page 12 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (c) dispose of recyclable waste by placing it in an appropriate container in the garbage area located in the Basement;
 - (d) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely cleaned and drained, and
 - (e) promptly remove any thing which the Owner, Occupier or any Authorised User or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.
- 16.2 Owners and Occupiers and any Authorised Users must comply with any Rules or directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.
- 16.3 In the event that an Owner, Occupier or Authorised User does not dispose of items or rubbish as set out in this By-law 16, or either leaves items or rubbish in the garbage room located on each level or on any Common Property, or damages the garbage chute by the incorrect disposal of items or rubbish, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may remove the items or rubbish or undertake any works necessary to repair the garbage chute as may be required. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or repair works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 16.4 Nothing in this By-law 16 requires an Owner or Occupier or any Authorised User to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

17 Keeping of Animals

- 17.1 Subject to section 49(4) of the Act, an Owner or Occupier or any Authorised User must not keep any animal (except a cat, a dog, a small caged bird or fish kept in its secure aquarium) on the Lot or the Common Property unless the Owners Corporation gives its prior written approval to the keeping of an animal on a Lot or the Common Property.
- 17.2 The Owner or Occupier or any Authorised User who keeps an animal on the Lot must at all times:
- (a) keep the animal within the Lot;
 - (b) ensure that the animal is kept clean and free of vermin and noxious smells at all times;

This is page 13 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (c) carry the animal when it is on the Common Property (unless otherwise authorised by the Owners Corporation in accordance with By-law 17.2A);
- (d) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal;
- (e) ensure that the animal does not cause unreasonable interference (including in relation to the generation of noise) with Owners or Occupiers of any other Lot; and
- (f) dispose of faeces in a responsible manner that does not interfere (including in relation to the generation of smell) with Owners or Occupiers of any other Lot;
- (g) not dispose of any kitty-litter or the like down any toilet or other drainage outlet.

17.2A The Owners Corporation in its absolute discretion may authorise in writing for an Owner, Occupier or any Authorised User not to carry a dog on the Common Property subject to the following conditions being followed whenever the dog is not carried on the Common Property:

- (a) The dog must be kept controlled on a leash at all times while it is not being carried on Common Property.
- (b) The dog must enter and exit the building through the carpark level (via Margaret Lane). Dogs that are not being carried are not permitted in the foyer and must not enter or exit through York Street or Jamison Street.
- (c) The Owner, Occupier or any Authorised User must not enter the elevator with the dog if:
 - (i) there is already someone in the lift when the lift arrives; or
 - (ii) there is someone else waiting to enter the lift at the same time,

unless Owner, Occupier or any Authorised User first asks whether any person in or waiting for the lift would be uncomfortable travelling in the lift with the dog and all persons confirm they are comfortable for the dog to be in the lift with them. For the avoidance of doubt, if an Owner, Occupier or any Authorised User with a dog is already in the lift and the lift stops at another level on the way up or down, the resident with the dog is not required to exit the lift for another resident.

- (d) The dog must be either in a sitting or lying down position while in the lift with other people.

17.3 Despite By-law 17.1, an Owner may keep any animal on the Owner's Lot if:

This is page 14 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal:

(a) the Original Owner approved of the keeping of such animal, prior to the date on which the relevant Owner became the owner of a Lot; and

(b) the Owner otherwise complies with By-law 17.2;

and provided that such right shall continue only for so long only as the animal referred to in the Original Owner's approval is alive.

- 17.4 In the event that a dispute arises between the Owners Corporation and an Owner or Occupier as to whether an Owner or Occupier is complying with this By-law 17, such dispute shall be referred to an expert appointed by the President of the Law Society of NSW for determination, whose decision shall be binding on the parties, with the costs of such determination to be borne equally by the parties unless the expert otherwise decides.

18 Appearance of Lot

The Owner or Occupier or any Authorised User must not, without the written consent of the Owners Corporation, affix or display anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building or detracts from the appearance of the Building. This prohibition includes (without Limitation):

(a) the display of "for sale" or "for lease" signs, or any other form of notice or advertising; and

(b) satellite dishes or antennas.

19 Notice Board

- 19.1 The Owners Corporation will cause a notice-board to be affixed to some part of the Common Property for the purpose of displaying notices from the Owners Corporation or Executive Committee from time to time.

- 19.2 An Owner or Occupier may not affix any signs or notices on the notice-board without the consent of the Owners Corporation.

20 Change in Use of Lot to be Notified

- 20.1 An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot,

This is page 15 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

or results in the Lot being used for commercial or industrial purposes rather than residential purposes).

- 20.2 Despite By-law 20.1, the Owner or Occupier is only permitted to use the Lot for a purpose permitted by law.

21 Curtains & Window Coverings

- 21.1 An Owner or Occupier shall not hang any curtain, blind or any other window dressing in any window or door other than a blind or curtain approved by the Original Owner or Owners Corporation.
- 21.2 Any curtain or blind in a window or door which faces public or common areas must have a backing of Modulalight Thermoscreen Colour M77 (Orange), white/off white, cream, silver, pale grey or such other colour as may be approved by the Owners Corporation or Executive Committee.

22 Air Conditioning in the Building

- 22.1 For the purpose of this By-law, the following terms have the following meanings:

Condenser System means the Building's condenser water and distribution system including any air conditioning water cooling plant, pipes, wires, cables, ducts, cooling towers, pumps and fans, located in and forming part of the Common Property.

Airconditioning Unit means the airconditioning unit or units, as the case may be, that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps and fans, located in and forming part of the Common Property.

- 22.2 The Owners Corporation must operate, maintain, repair and replace when necessary, the Condenser System located on Common Property (including any part of the Condenser System which is for the exclusive use of a Lot).
- 22.3 The Owner must give the Owners Corporation reasonable access to its Lot to maintain, repair or replace the Condenser System.
- 22.4 The Owners Corporation may enter into maintenance agreements with third party maintenance providers for the maintenance and repair of the Condenser System.
- 22.5 The Owner of each Lot is the owner of any Airconditioning Unit that exclusively services its individual Lot and has the exclusive right to use the area of the Common Property, if any, where the Airconditioning Unit is located or affixed including any ceiling void or roof area,

This is page 16 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

together with the right to pass and repass over such areas of the Common Property necessary to gain access to the Airconditioning Unit.

- 22.6 The Owner of any Residential Lot has the right to connect the Airconditioning Unit to the Condenser System. Should the Owner of a Residential Lot wish to connect a further Airconditioning Unit to the Condenser System, the Owner must first obtain the consent of the Owners Corporation or Executive Committee (who's consent shall not be unreasonably withheld provided such additional connection does not cause interference with the efficiency of the Condenser System). The installation of an additional Airconditioning Unit by an Owner of a Residential Lot shall be solely at the Owner's cost and the Owners Corporation shall have the right to raise an additional proportional levy towards the cost of maintaining the Condenser System against the Lot Owners, if any, that may elect to further connect to the Condenser System following registration of the Strata Plan as such right has not been included in the determination of the Unit Entitlements for the Building.
- 22.7 Should an Owner of a Residential Lot wish to connect an Airconditioning Unit to the Condenser System following registration of the Strata Plan, the Owner shall undertake such works promptly and continuously and in such a manner as to cause as little noise and inconvenience to other Lot Owners and Occupiers and shall reinstate any Common Property damaged by the undertaking of such works.
- 22.8 The Owner is responsible for the ongoing repair and maintenance of the Airconditioning Unit and shall ensure that it is maintained to avoid damage to the Common Property and any other Lot should the Unit fail.

23 Hot Water Systems

- 23.1 The Owner of each Residential Lot has a right to use the Hot Water System.
- 23.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Hot Water System.
- 23.3 The Owners Corporation must operate, maintain, repair and replace the Hot Water System.
- 23.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any Hot Water System.

24 Structural Support in the Building

An Owner or Occupier other than the Original Owner when it has ownership of any Lots with the Scheme, must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written

This is page 17 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

approval of the Owners Corporation to the proposed alteration. The consent of all Authorities required by law must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities and the Owners Corporation.

25 Access to Inspect or Read Meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on reasonable notice, give access to authorised persons to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Building Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

26 Common Property & Reception Area

26.1 An Owner or Occupier must (and must ensure that any Authorised User does):

- (a) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in the Reception Area or other areas of the Common Property;
- (b) at all times be adequately clothed (including adequate footwear) so as not to be likely to offend other persons using the Reception Area and Common Property;
- (c) not smoke, eat, drink or consume alcohol in the Reception Area and Common Property or its surrounds;
- (d) comply with any Rules that the Executive Committee may add or vary with respect to the use of the Reception Area and Common Property from time to time.

26.2 An Owner, Occupier or Authorised User shall not conduct any function, party, meeting or gathering in the Reception Area without first obtaining the approval of the Owners Corporation whose approval may be withheld in its absolute discretion.

27 Security

27.1 The Owners Corporation must take reasonable steps to:

- (a) prevent fires and other hazards within the Building and the Common Property; and
- (b) operate, maintain and monitor the Security System.

This is page 18 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

27.2 In addition to its powers under the Act, the Owners Corporation may install and operate in Common Property a Security System in the Building.

27.3 An Owner or Occupier or any Authorised User must not:

- (a) interfere with the Security System; or
- (b) do anything that might prejudice the security or safety of the Building.

27.4 An Owner or Occupier or any Authorised User must take reasonable care to ensure that security doors in the Building are locked or secured in conformity with fire regulations when they are not being used.

28 Gas Service

28.1 The Owner of each Residential Lot has a right to use the Gas Service.

28.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.

28.3 The Owners Corporation must operate, maintain, repair and replace the Gas Service at the cost of the Owners Corporation except any damage caused by the negligent acts or omissions of any Lot Owners, Occupiers or Authorised Users, which such cost shall be borne by the contributing Lot Owner.

28.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service.

29 Restricting Access to Common Property

29.1 In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) close off or restrict by security key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by security key an Owner or Occupier access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have rights to use any part of the Common Property according to any By-law; and
- (c) allow the Strata Manager, Building Manager and security personnel to use part of Common Property to operate from and, or monitor security of the Building. The Owners Corporation may exclude any Owner or Occupier from using those parts of Common Property.

This is page 19 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 29.2 The Owners Corporation or Strata Manager may close off or restrict access to Common Property facilities if such closure or restriction is necessary or desirable to control and administer those facilities.

30 Security Keys and Cards

- 30.1 If the Owners Corporation or Strata Manager restricts access to Common Property under By-law 29, the Owners Corporation may give an Owner or Occupier a security key or card. The Owners Corporation may charge an Owner or Occupier a fee or bond if an Owner or Occupier requests extra or replacement security keys/cards.
- 30.2 Security keys/cards remain the property of the Owners Corporation.
- 30.3 In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) re-code security keys/cards; and
 - (b) require an Owner or Occupier to promptly return his or her security keys/cards to the Owners Corporation to be re-coded.
- 30.4 In addition to its powers under the Act, the Owners Corporation has the power to make agreements with another person (including the Building Manager, the Strata Manager or any security personnel) to exercise its functions under this By-law 30 and, in particular, to manage the security key system and provide security keys/cards to Owners and Occupiers. The agreement may have provisions requiring Owners and Occupiers to pay an administration fee for the provision of security keys/cards.
- 30.5 An Owner or Occupier must:
- (a) take all reasonable steps not to lose security keys/cards;
 - (b) return security keys/cards to the Owners Corporation if an Owner or Occupier does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building; and
 - (c) notify the Owners Corporation immediately if an Owner or Occupier loses a security key/card.
- 30.6 If an Owner or Occupier leases or licences a Lot an Owner or Occupier must include a requirement in the lease or licence that the Occupier return any additional security keys/cards to the Owners Corporation that have been obtained by the Occupier from the Owners Corporation when they vacate the Building.

This is page 20 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 30.7 An Owner or Occupier must not:
- (a) copy a security key/card: or
 - (b) give a security key/card to a minor or someone who is not an Owner or Occupier.
- 30.8 An Owner or Occupier must comply with reasonable instructions of the Owners Corporation about security keys/cards and, in particular, instructions about recoding and returning security keys/cards.

31 Agreement with the Building Manager

- 31.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services.
- 31.2 The duties of the Building Manager under an agreement between it and the Owners Corporation may include, without limitation:
- (a) care taking, supervising and servicing Common Property;
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
 - (c) arranging for the inspection and certification of plant and equipment as required by laws;
 - (d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
 - (e) supervising employees and contractors of the Owners Corporation;
 - (f) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.
- 31.3 The Owners Corporation must accept the provisions of any interim Building Management Agreement entered into by the Original Owner and cannot terminate that Building Management Agreement, except in accordance with its terms or the Act.
- 31.4 If there is no existing Building Management Agreement as contemplated by By-law 31.3, or at the expiration of the term of the Building Management Agreement referred to in By-law 31.3, the Owners Corporation may enter into a Building Management agreement with a Building Manager. Any such Building Management agreement must include:

This is page 21 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) the remuneration of the Building Manager for the term; and
- (b) the duties of the Building Manager may be those listed in By-law 31.2.

and otherwise be on terms and conditions reasonably determined. The Owners Corporation is not obliged to appoint the same Building Manager originally appointed by the Original Owner (if any).

32 Building Management and an Owner or Occupier of a Lot

An Owner or Occupier or any Authorised User must not:

- (a) interfere with or stop the Building Manager or the Strata Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation; or
- (b) interfere with or stop the Building Manager or the Strata Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time.

33 Failure to Comply with By-laws

- 33.1 The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these By-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- 33.2 The Owners Corporation must give an Owner or Occupier written notice specifying when it will enter an Owner's or Occupier's Lot to do any work required to be done in exercise of the rights conferred on the Owners Corporation under these By-laws. An Owner or Occupier must:
 - (a) give the Owners Corporation (or persons authorised by it) access to an Owner's or Occupier's Lot as required by the notice; and
 - (b) pay the Owners Corporation its costs for doing the work.
- 33.3 The Owners Corporation may recover money an Owner or Occupier owes it under these By-laws as a debt payable upon demand.
- 33.4 The rights of the Owners Corporation under this By-law 33 are in addition to those that it has under the Act.

This is page 22 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

34 Cleaning of Lot and Rangehoods

The Owner or Occupier shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any rangehood installed in the Lot no less than every six (6) months.

35 Products used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the supplier's recommendations.

36 Use of Balconies

The Owner or Occupier or any Authorised User must not, without the written consent of the Owners Corporation, use balconies to store furniture, goods or any other item. Outdoor furniture kept on balconies:

- (a) must have an appearance in keeping with the appearance of the rest of the building;
- (b) must not cause damage or be dangerous or have potential to cause damage or injury.

37 Escape of Smoke and Noxious Smells

37.1 An Owner or Occupier or any Authorised User shall ensure that no smoke, including smoke from a BBQ located on a Balcony, or other noxious smells escape from their Lot that may unreasonable affect the use and enjoyment of another Owner or Occupier or any Authorised User of another Lot and shall ensure that items stored on the Lot are cleaned regularly, including any BBQ located on the Balcony, to ensure compliance with this By-law.

37.2 An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier does not penetrate to the Common Property or any other Lot.

38 Storage Areas

The Owner or Occupier or any Authorised User or any Storage Area shall:

This is page 23 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) not, except with the prior written approval of the Owners Corporation, use or store on the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material.
- (b) be responsible for the repair of any damage caused to the Storage Area, the Common Property and any other Lot as the result of the use of the Storage Area.
- (c) ensure the Storage Area is kept clean and free of all rubbish and vermin.

39 Smoking, Alcohol etc.

- 39.1 An Owner, Occupier or Authorised User must not smoke any cigarette, cigar or other product on the Common Property including within the Reception Area and the footpath adjacent to the Reception Area.
- 39.2 An Owner, Occupier or Authorised User must not consume alcohol or use any illegal substance on the Common Property including within the Reception Area and the footpath adjacent to the Reception Area unless such consumption is approved by the Owners Corporation in accordance with By-law 26.2.

40 Use of Lots

An Owner or Occupier of a Lot shall not use its Lot or permit it's Lot to be used:

- (a) except for a use permitted by a Development Consent granted by Council or any other relevant consent authority;
- (b) for any illegal use;
- (c) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;
- (d) in any manner that interferes with the reasonable enjoyment of the Owner or Occupier of any other Lot.

41 Use of Commercial Lots

- 41.1 For the purpose of this By-law, the following terms have the following meanings:

Approved Hours of Operation means the hours that the Owner may be permitted to trade as approved by Council or any other regulatory authority.

This is page 24 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Approved Fitout means a fitout of a Commercial Lot that is approved by the Original Owner or Owners Corporation in accordance with this By-law.

Approved Signage means Signage that is approved by the Council and the Original Owner or Owners Corporation, being Signage that is in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building and does not have any light emission that may cause disruption to another Owner, Occupier or Authorised User of any other Lot.

Permissible Use means the use of the Lot as permitted by Council and approved by the Original Owner or the Owners Corporation whose consent shall not be unreasonably withheld.

Signage means any signage located in the Lot that may be visible by the public from outside the Lot or visible from any other Lot.

- 41.2 The Owner or Occupier of a Commercial Lot may only use such Lot for the Permissible Use.
- 41.3 The Owner or Occupier of a Commercial Lot may only operate its business during the Approved Hours of Operation.
- 41.4 The Owner or Occupier of a Commercial Lot may only fitout the Commercial Lot with the consent of the Original Owner or the Owners' Corporation.
- 41.5 Should the Owner or Occupier of a Commercial Lot wish to fitout the Commercial Lot, the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed fitout is in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 41.6 The Owner or Occupier of a Commercial Lot shall not commence construction of any Approved Fitout unless it has first obtained approval from Council for the works in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 41.7 Should the Original Owner or the Owners' Corporation, as the case may be, consent to the Approved Fitout, the Owner or Occupier of the Commercial Lot shall have the right to the exclusive use and enjoyment of such part of the Common Property that the Approved Fitout attaches to, if any.
- 41.8 Should an Owner or Occupier of a Commercial Lot erect any Approved Fitout, the Owner or Occupier is responsible for the ongoing repair and maintenance of the Approved Fitout and shall ensure that such Approved Fitout is kept clean and well maintained at all times.

This is page 25 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 41.9 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Approved Fitout in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may either remove the Approved Fitout or undertake any works necessary to maintain the Approved Fitout to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 41.10 Should the Owner or Occupier remove the Approved Fitout at any time (or the Original Owner or Owners Corporation remove the Approved Fitout in accordance with By-law 41.9), the Owner or Occupier shall repair any damage caused to the Common Property and restore the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 41.11 The Owner or Occupier of a Commercial Lot may only erect Approved Signage within the Commercial Lot or upon the Common Property with the consent of the Original Owner or the Owners' Corporation.
- 41.12 Should the Owner or Occupier of a Commercial Lot wish erect Approved Signage within the Commercial Lot either freestanding or attaching to the Common Property, the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed Approved Signage is in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 41.13 The Owner or Occupier of a Commercial Lot shall not commence construction of any Approved Signage unless it has first obtained approval from Council for the erection of the Approved Fitout in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 41.14 Should the Original Owner or the Owners' Corporation, as the case may be, consent to the erection of the Approved Signage, the Owner or Occupier of the Commercial Lot shall have the right to the exclusive use and enjoyment of such part of the Common Property that the Approved Signage attaches to, if any.
- 41.15 Should an Owner or Occupier of a Commercial Lot erect any Approved Signage, the Owner or Occupier is responsible for the ongoing repair and maintenance of the Awning and shall ensure that such Approved Fitout is kept clean and well maintained at all times.
- 41.16 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Approved Signage in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person

This is page 26 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

authorised by it, may either remove the Approved Signage or undertake any works necessary to maintain the Approved Signage to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.

- 41.17 Should the Owner or Occupier remove the Approved Signage at any time (or the Original Owner or Owners Corporation remove the Approved Fitout in accordance with By-law 41.16), the Owner or Occupier shall repair any damage caused to the Common Property and restore the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 41.18 The Owner or Occupier of a Commercial Lot shall at all times ensure that the Commercial Lot is kept clean and free of vermin and any rangehood, kitchen exhaust and ducting is cleaned regularly to ensure that there is no build up of grease that may attract vermin or create a fire risk and ensure that at all times the business operates in compliance with current regulatory requirements at all times.
- 41.19 The Owner or Occupier of a Commercial Lot shall be not be entitled to dispose of any rubbish in the garbage receptacles provided for use by the Owners and Occupiers of the Residential Lots and shall be solely responsible for the removal of all rubbish and useless items from the Commercial Lot at its own cost and in such manner as may be determined by the Original Owner or Owners Corporation.
- 41.20 The Owner or Occupier of a Commercial Lot may not alter or modify the Commercial Lot or Common Property, including the any doors or windows without the consent of the Original Owner or the Owners' Corporation.
- 41.21 Should the Owner or Occupier of the Commercial Lot wish alter or modify the Commercial Lot or Common Property the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed alterations or modifications are in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 41.22 The Owner or Occupier of the Commercial Lot shall not commence construction of any variations or alterations unless it has first obtained approval from Council for such variations or alterations in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 41.23 Should an Owner or Occupier of the Commercial Lot undertake variations or alterations, the Owner or Occupier is responsible for the ongoing repair and maintenance of the altered or

This is page 27 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

varied parts of the Common Property and Commercial Lot and shall ensure that such altered or varied Common Property is kept clean and well maintained at all times.

- 41.24 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the altered or varied parts of the Common Property and Commercial Lot in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the altered or varied parts of the Common Property and Commercial Lot to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 41.25 The Owner of a Commercial Lot shall be entitled to lay any pipes, wires, cables, ducts, and the like ("Exclusive Services") within the service ducts located in the Common Property and any Easement for Services to provide access to services to the Commercial Lot including water, sewerage, drainage, electricity, gas and the like, as may be approved by the Original Owner or Owners Corporation (which approval may not be unreasonably withheld), and shall have the right to access such service ducts located in the Common Property and any Easement for Services from time to time to enable the repair and maintenance of the same.
- 41.26 Should an Owner or Occupier of the Commercial Lot lay any Exclusive Services as anticipated in By-law 41.25, the Owner is responsible for the ongoing repair and maintenance of its Exclusive Services and shall ensure that such services are well maintained at all times.
- 41.27 Should an Owner or Occupier of the Commercial Lot connect any Exclusive Services as anticipated in By-law 41.25, the Owner shall ensure that such service is approved by the relevant consent authority and separately metered. Such Owner or Occupier, as the case may be, shall be solely responsible for the payment of all service, connection fees and usage (or the like) as shall be payable with respect to such Exclusive Services from time to time.
- 41.28 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain its Exclusive Services in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 41.29 The Owner of a Commercial Lot shall be responsible to pay to the Owners Corporation, by way of separate levy raised against the Commercial Lot each quarter, a sum equivalent to the additional insurance premiums, cost, fees and excesses, if any, that may be payable by the Owners Corporation with respect to its insurance policies as required under the Act, as

This is page 28 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

a result of the Commercial Lot being used for commercial or business purposes as opposed to residential purposes.

42 General Exclusive Use Rights

- 42.1 The Owner of each Lot has the right to the exclusive use and enjoyment of any service that exclusively services its individual Lot that is located in and forms part of the Common Property ("Exclusive Services").
- 42.2 The Owner is responsible for the ongoing repair and maintenance of the Exclusive Services.
- 42.3 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Exclusive Services in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.

43 Exclusive Use Right - Lot 147

- 43.1 The Owner of Lot 147 may alter the window configuration in the apartment by replacing fixed panes with louvred panes to allow additional fresh air into the apartment subject to the Owner of Lot 147 first obtaining the consent of the Original Owner or the Owners' Corporation to such alteration.
- 43.2 Should the Owner of Lot 147 wish alter the window configuration in accordance with this By-law, the Owner or Occupier shall first submit details, plans and specifications to the Original Owner or the Owners' Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed alterations or modifications are in keeping with the appearance, aesthetics, heritage significance and architectural integrity of the Building.
- 43.3 The Owner of Lot 147 shall not commence construction of any alteration unless it has first obtained approval from Council for such alteration in accordance with the details, plans and specifications approved by the Original Owner or the Owners' Corporation, as the case may be.
- 43.4 Should an Owner of Lot 147 undertake alterations in accordance with this By-law, the Owner or Occupier is responsible for the ongoing repair and maintenance of the altered parts of the Common Property and Lot 147 and shall ensure that such altered Common Property is kept clean and well maintained at all times.

This is page 29 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 43.5 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the altered parts of the Common Property and Lot 147 in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the altered parts of the Common Property and Lot 147 to be in keeping with this By-law. The cost of the Original Owner or Owners Corporation, as the case may be, undertaking such removal or maintenance works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.

44 Exclusive Use of Storage Areas

- 44.1 The Storage Owners for the time being of the Lots listed in Column A in the table below are entitled to the exclusive use and enjoyment of the Exclusive Use Storage Area designated in Column B in the table below as further identified on the Exclusive Use Storage Area Plan.

COLUMN A	COLUMN B
Lot Number	Storage Area Number
13	S01
12	S02
10	S03
1	S04
41	S05
70	S06
70	S07
70	S08
28	S09
28	S10
3	S11
3	S12

This is page 30 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

19	S13
19	S14
47	S15
47	S16
53	S17
53	S18
56	S19
87	S20
52	S21
68	S22
116	S23
14	S24
14	S25
14	S26
29	S27
19	S28
19	S29
19	S30
16	S31
16	S32
27	S33
27	S34

This is page 31 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

27	S35
29	S36
55	S37
55	S38
55	S39
2	S40
2	S41
2	S42
6	S43
6	S44
6	S45
40	S46
40	S47
42	S48
42	S49
42	S50

45 Carparking Entitlements

- 45.1 This By-law is made for the purpose of authorising an owner who is a Carparking Owner to park the number of vehicles equivalent to the Carparking Owner's Carparking Entitlement on or in part of the Common Property, namely the Carstacker, strictly subject to and in accordance with this By-law.

This is page 32 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 45.2 Each Carparking Owner for the time being of the Lots listed in Column A in the table below are entitled to a non-exclusive use to park the number of vehicles equivalent to the Carparking Owner's Carparking Entitlement shown in Column B in the table below:

COLUMN A	COLUMN B
Lot Number	Number of Carparking Entitlement(s)
76	1
77	1
78	1
79	1
80	2
83	1
84	1
85	1
89	1
92	1
93	1
95	1
96	1
97	1
98	1
99	1
102	1
103	1

This is page 33 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

104	1
105	1
106	1
107	1
108	1
109	1
110	1
112	1
113	1
114	1
115	1
116	1
120	2
121	1
122	1
123	1
125	1
126	1
127	1
128	1
129	2
130	1

This is page 34 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

133	1
137	1
138	1
139	1
140	1
141	1
143	2
144	1
145	2
146	1
147	2
148	2
Total	113

45.3 The Carstacker is located in and below the basement level of the Building and is intended to operate as follows:

- (a) A user drives their car front end first into the mechanical car stacker entry module on the ground level of the Building, steps out of their car and exits the module. Then by use of a special Security Key or key pad instructs the Carstacker to park their car.
- (b) The Carstacker will then automatically park the car in any available parking slot in the Carstacker having regard to the dimensions of a car in selecting the parking slot.
- (c) No Carparking Owner or car has a right to any individual parking slot in the Carstacker. The Carstacker stacks cars in various parking slots as it considers appropriate.
- (d) A Carparking Owner needs to operate the special Security Key or key pad in the Carstacker to retrieve their car, which shall be returned to the exit module. The driver then enters the car and drives it away.

This is page 35 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (e) The Carstacker is designed to accommodate no more than 113 cars at any one time.
 - (f) The Carstacker can accommodate the following number of cars with the following heights at any one time;
 - (i) 18 cars with a height of 2.00 meters or less;
 - (ii) 93 cars with a height of 1.60 meters or less;
 - (iii) 2 cars with a height of 1.50 meters or less.
 - (g) The system cannot accommodate cars over 5.25 meters in length, over 2.2 meters in width or over 2 meters in height.
 - (h) The system cannot accommodate cars over 2.50 tons in weight.
- 45.4 For the purposes of this By-law the length, width, height or weight of a car is to be measured as including anything attached to the car that might increase its total length, width, height or weight such as roof racks, an aerial, tow bars, or bull bars or the like.
- 45.5 Each Carparking Owner will have the use of the Carstacker to park the number of cars equivalent to the Carparking Owner's Carparking Entitlement in common with each other Carparking Owner, subject to and upon the following conditions:
- (a) Each Carparking Owner may only use the Carstacker for the storage and retrieval of the number of cars equivalent to the Carparking Owner's Carparking Entitlement at any one time. If the Carparking Owner comprises more than one person or entity, only the owner first named on the strata roll may exercise the rights of the Carparking Owner for that lot under this By-law unless all owners that comprise the Carparking Owner give the Owners Corporation a written direction that a different specified co-owner is instead to exercise those rights.
 - (b) A Carparking Owner cannot use the Carstacker to store a car if:
 - (i) the Carstacker is full (e.g. because another Carparking Owner is in breach of this By-law by storing more cars than it is entitled to do so);
 - (ii) the car they wish to park exceeds the permitted dimensions referred to in this By-law;
 - (iii) the car is not driven in front forward;
 - (iv) the car exceeds 2.00 meters in height;

This is page 36 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (v) the car exceeds 1.60 meters in height and there are already 18 cars exceeding that height within the system;
- (vi) the car exceeds 1.50 meters in height and there are already 110 cars exceeding that height within the system;
- (vii) the car exceeds 5.25 meters in length,
- (viii) the car exceeds 2.20 meters in width;
- (ix) the car exceeds 2.50 tons in weight;
- (x) the car has its aerial up;
- (xi) the car causes the Car stacker to fail on more than one occasion even though the car complies with the requirements of paragraphs (i) to (x) above, and the Carparking Owner fails to implement such additional measures as are required by the Executive Committee to reduce the likelihood of the Carstacker failing, which without limitation may include the use of a securely affixed cover for the car; or
- (xii) the Carparking Owner recklessly uses the Carstacker, damages the Car stacker and fails to pay appropriate and reasonable compensation to the Owners Corporation for the damage caused.

When the Carparking Owner cannot use the Carstacker they must immediately remove their car from the entry modules to the Carstacker so as not to interfere with the use of the Carstacker by others.

- (c) A Carparking Owner must ensure that no natural person or animal is in the car whilst it is in the Carstacker, except for the driver driving the car into the entry module, the driver standing next to the controls to operate the system so as to direct the storage or retrieval of their car, and the driver getting in their car to drive it out of the exist module after the car has been retrieved from the parking slot.
- (d) Cars must not be left parked (except immediately before storage or after retrieval) in the entry or exist modules to the Carstacker into or from which drivers drive their car, as that may interfere with use of the Carstacker by other Carparking Owners.
- (e) Carparking Owners must comply with all directions of the manufacturer of the Carstacker, the Strata Building Manager and the Owners Corporation as to the proper, efficient and safe use of the Carstacker and they must have reasonable regard for the convenience of other users.

This is page 37 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (f) The Carstacker may be designed so that it can only be operated by a Security Key or keypad. In that event, each Carparking Owner will be entitled to one Security Key or such other device which operates the Carstacker for each Carparking Entitlement owned by the Carparking Owner. No other Owners will be entitled to a Security Key or other device which operates the Carstacker.
 - (g) Each Carparking Owner indemnifies the Owners Corporation and each other Carparking Owner for any loss or damage suffered by the Owners Corporation or another Carparking Owner as a result of any wilful or negligent non-compliance with this By-law by the Carparking Owner (or by any person using the Carstacker with the permission of, or using a Security Key or such other device provided by or on behalf of, the Carparking Owner)
- 45.5A Without limiting By-laws 45.6 and 45.10, if a car of a Car parking Owner causes the Car stacker to fail because the Car parking Owner fails to implement such additional measures as are required by the Executive Committee under By-law 45.5(xi) above or in the circumstances of By-law 45.5(xii) above, then the special Security Key of the Car parking Owner may be suspended and the Carparking Owner may be required to pay or reimburse the Owners Corporation for the relevant call out or service costs of the Car stacker maintenance engineer.
- 45.6 Each Carparking Owner agrees that they will not own any separate specific car space and that the Carstacker may only be used in accordance with the description referred to in this By-law. By seeking a Security Key or device to operate the system or by use of the Carstacker the Carparking Owner accepts and agrees to the conditions contained in this By-law.
- 45.7 The Owners Corporation (rather than any Carparking Owner) must properly maintain and keep in a state of good and serviceable repair the Carstacker including any services or equipment which are exclusively required for operation of the Carstacker. The Owners Corporation must also if and when reasonably required renew or replace the Carstacker and any services or equipment which exclusively serve the Carstacker including, without limitation, any part that may require renewal or replacement.
- 45.8 The Owners Corporation must use reasonable endeavours to ensure that the Carstacker is supplied with any necessary power, and the cost of that power will be treated as a recurrent expense payable out of the administrative fund for the Owners Corporation.
- 45.9 The Owners Corporation must at its cost do all other things reasonably required of it to ensure the efficient operation of the Carstacker for the benefit of Carparking Owners including, without limitation, the maintenance of services which are shared with the Carstacker (eg power), and the issue of notices to any person who may not be using the Carstacker in accordance with this By-law. The Owners Corporation must also at its cost, obtain and maintain public liability insurance from time to time in respect of the Carstacker,

This is page 38 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

for no lesser sum and upon conditions no less favourable to the insured than any public liability insurance maintained for other parts of the Common Property.

- 45.10 Without limiting its other powers, the Owners Corporation has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any car which has been placed in the Carstacker other than in accordance with this By-law, or by or on behalf of a Carparking Owner, or where the Owners Corporation reasonably determines that the car has been abandoned.
- 45.11 A Carparking Owner may allow a guest, occupant, tenant or resident of the Building ("Sub-licensee") to enjoy the Carparking Owner's rights under this By-law subject to the following:
- (a) The Carparking Owner must in doing so comply with any covenants or other documents registered on the title to the Building, and with all applicable laws and it must ensure that its Sub-licensee also does so.
 - (b) The Carparking Owner must first give written notice of the name, address, telephone number and contact details for the Sub-licensee to the Owners Corporation;
 - (c) The Carparking Owner is not entitled to itself enjoy its rights under this By-law until the Carparking Owner gives the Owner Corporation written notice that it has terminated the rights of the Sub-licensee.
 - (d) From that point on the Sub-licensee cannot enjoy the Carparking Owner's rights unless the Carparking Owner gives a new written notice in respect of the Sub-licensee as required by sub-clause (a);
 - (e) The Carparking Owner must ensure that the Sub-licensee fully and promptly complies with each and every obligation of the Carparking Owner in this By-law as if the Sub-licensee was the Carparking Owner;
 - (n) Despite the Sub-licensee enjoying the Carparking Owner's rights, the Carparking Owner must still perform all its obligations under this By-law.
 - (g) The rights of a Sub-licensee will automatically terminate upon the Owners Corporation receiving written notice of any transfer or other dealing with the Carparking Owner's lot that has the Carparking Entitlement by a Carparking Owner unless the Owners Corporation also receives notice from the Carparking Owner that the Lot has been sold subject to the tenancy and the rights of the Sub-licensee are to remain.
 - (h) The Carparking Owner must ensure that before using the Carstacker the Sub-licensee executes and delivers to the Owners Corporation a document in a form required by the Owners Corporation under which the Sub-licensee agrees to be bound by the

This is page 39 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

obligations of the Carparking Owner under this By-law as relating to the period it is a Sub-licensee and under which the sub-licensee agrees that the Owners Corporation has the power referred to in By-law in relation to any car placed in the system by or on behalf of the Sub-licensee.

- (i) Each Carparking Owner indemnifies the Owners Corporation and each other Carparking Owner for any loss or damage suffered by the Owners Corporation or another Carparking Owner as a result of any failure by the Carparking Owner's Sub-licensee to comply with the obligations that would apply to the Sub-licensee if it was the Carparking Owner.

46 Strata Management Statement

- 46.1 The Owners Corporation and each Owner and Occupier shall be bound by the provisions contained in the Strata Management Statement and shall at all times ensure that it complies with the obligations contained in the Strata Management Statement and any directions made by the Building Management Committee from time to time.
- 46.2 The Owners Corporation and each Owner and Occupier acknowledge that incorporated in the Strata Management Statement is the Heritage Maintenance Plan which the Owners Corporation and each Owner and Occupier is bound to comply with regarding the maintenance of Building with respect to the aspects of the Building that have heritage significance.

47 Exclusive Use Rights for Lots 151, 152 and 153

- 47.1 The Owners for the time being of the Lots listed in Column A in the table below are entitled to the exclusive use and enjoyment of the area of Common Property designated in Column B in the table below as further identified on the Plan of Exclusive Use Areas of Common Property within the Basement Level Strata Plan 75520 as prepared by Rygate & Company dated 3 May 2006 annexed as Annexure "C" (the "Plan") subject to the provisions contained in this by-law 47 (the "Exclusive Use Right").

COLUMN A	COLUMN B
Lot Number	Exclusive Use Area
151	C
152	A
153	B

This is page 40 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

47.2 For the purpose of this by-law, the following terms have the following meanings:

Approved Airconditioning Equipment means airconditioning condenser units and associated plant, pipes, wires, cables, pumps and fans installed for the purpose of supply airconditioning to its respective Lot.

Airconditioning Equipment means airconditioning condenser units and associated plant, pipes, wires, cables, pumps and fans installed for the purpose of supply airconditioning to its respective Lot.

Exclusive Use Area means the use of the Exclusive Use Area for the installation of Approved Airconditioning Equipment and for no other purpose EXCEPT as otherwise approved by the Original Owner or the Owners Corporation whose consent shall not be unreasonably withheld.

47.3 The Owner or Occupier of a Commercial Lot may only install Approved Airconditioning Equipment on its allocated Exclusive Use Area with the consent of the Original owner or the Owners Corporation and shall only use its allocated Exclusive Use Area for a Permissible Use.

47.4 Should the Owner or Occupier of a Commercial Lot wish to install Approved Airconditioning Equipment on its allocated Exclusive Use Area, the Owner or Occupier shall first submit details, plans and specifications to the Original owner or the Owners Corporation for approval which approval may not be unreasonably withheld PROVIDED ALWAYS that the proposed Airconditioning Equipment is appropriate in size and capacity for the Exclusive Use Area and shall not cause undue noise or nuisance to any other Owners or Occupiers using the Common Property nor interfere with any other commercial Lot Owner's or Occupier's use of its Exclusive Use Right.

47.5 The Owner or Occupier of a Commercial Lot shall not commence installation of any Approved Airconditioning Equipment unless it has first obtained approval from Council or a private certifier, if necessary, for the works in accordance with the details, plans and specifications approved by the Original Owner or the Owners Corporation, as the case may be.

47.6 Should the Original Owner or the Owners Corporation, as the case may be, consent to the Approved Airconditioning Equipment, the Owner or Occupier of the Commercial Lot shall have the right to the exclusive use and enjoyment of such part of the Common Property that the Approved Airconditioning Equipment attaches to, if any.

47.7 The Owner or occupier of a Commercial Lot shall ensure that its allocated Exclusive Use Area is kept clean and free of vermin at all times and is responsible for the ongoing repair and maintenance of the Approved Airconditioning Equipment and shall ensure that such Airconditioning Equipment operates efficiently and in such manner as to cause the least noise and disturbance to the other Owners and Occupiers at all times.

This is page 41 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 47.8 In the event that the Owner or Occupier or person authorised by the Owner fails to maintain the Approved Airconditioning Equipment in accordance with this by-law, the Owners Corporation, or any person authorised by it, may either remove the Approved Airconditioning Equipment or undertake any works necessary to maintain the Approved Airconditioning Equipment to be in keeping with this by-law. The cost of the owners Corporation undertaking such removal or maintenance works shall be a debt payable by the Owner to the owners Corporation on demand.
- 47.9 Should the Owner or Occupier remove the Approved Airconditioning Equipment at any time (or the Owners Corporation remove the Approved Airconditioning Equipment in accordance with by-law 47.8), the Owner or Occupier shall repair any damage caused to the Common Property to a standard equivalent to the condition of the remainder of the Building.
- 47.10 The Owner of a Commercial Lot shall be entitled to lay any pipes, wires, cables, ducts, and the like ("Airconditioning Services") within the service ducts located in the Common Property and any Easement for Services to provide access to connect the Approved Airconditioning Equipment to the Commercial Lot, as may be approved by the Original Owner or Owners Corporation (which approval may not be unreasonably withheld), and shall have the right to access such service ducts located in the Common Property and any Easement for Services from time to time to enable the repair and maintenance of the same.
- 47.11 Should an Owner or Occupier of the Commercial Lot lay any Airconditioning Services as anticipated in by-law 47.10, the Owner is responsible for the ongoing repair and maintenance of its Airconditioning Services and shall ensure that such services are well maintained at all times.
- 47.12 Should an Owner or Occupier of the Commercial Lot connect any Airconditioning Services is anticipated in by-law 47.10, the Owner shall ensure that such service is approved by the relevant consent authority and separately metered. Such Owner or Occupier, as the case may be, shall be solely responsible for the payment of all service, connection fees and usage (or the like) as shall be payable with respect to such Airconditioning Services from time to time.
- 47.13 Should an Owner or Occupier of the Commercial Lot connect any Airconditioning Services as anticipated by By-law 47.10, the Owner does indemnify the Owners Corporation and other Owners or Occupiers of Lots within the Building against any damage or loss caused by the failure of the Airconditioning Services.
- 47.14 In the event that the owner or Occupier or person authorised by the owner fails to maintain its Airconditioning Services in accordance with this By-law, the Owners Corporation, or any person authorised by it, may undertake any works necessary to maintain the Airconditioning Services to be in keeping with this By-law. The cost of the Owners Corporation may be

This is page 42 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

undertaking such maintenance works shall be a debt payable by the owner to the Owners Corporation on demand.

- 47.15 In the case of Lot 151, a reference to 'Approved Airconditioning Equipment' and 'Airconditioning Equipment' includes cylinders holding nitrous oxygen and other gases for medical treatment purposes, provided that they are stored behind a secured cage 15.

48 Bike Racks

In this By-law Bike Rack Area means any dedicated area in the Building basement dedicated to the storage of push bikes.

The Owners Corporation may from time to time establish an area in the basement of the Building for the parking and storage of push bikes. If the Owners Corporation does so establish this Bike Rack Area, then:

- a) all bikes stored in the Bike Rack Area must be registered with the Building Manager;
- b) only bikes owned or used by Owners or Occupiers will be allowed to be stored in the Bike Rack Area unless otherwise determined by the Executive Committee; and
- c) the Owners Corporation or Executive Committee may from time to time make such other Rules concerning the use of the Bike Rack Area as are needed for the proper and efficient use of the Bike Rack Area.

49 Damage to Common Property

If an Owner or Occupier, or any invitee of the Owner or Occupier causes damage to the Common Property while that Owner or Occupier 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 (including paying the cost of rectifying the damage).

50 Restrictions on Short-Term Rental Accommodation Arrangements

- 1.1 In this by-law, unless a contrary intention appears:

“Act” means the *Strata Schemes Management Act 2015*;

“Building” means the building and common property comprising the Strata Plan;

This is page 43 of a total of 91 pages and is Annexure “A” to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

"Lot" means a lot or part of a lot in the Strata Plan;

"Occupier" means an occupier of a Lot pursuant to a lease, sub-lease, tenancy agreement, licence, sub-licence, understanding or contract of any kind;

"Occupier's Principal Place of Residence" means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Occupier;

"Online booking service" means a person who provides an online booking service that enables persons to enter into short-term rental accommodation arrangements;

"Owner" means an owner of a Lot unless otherwise indicated;

"Owner's Principal Place of Residence" means a Lot or any part of a Lot which is continuously occupied as the residence of the relevant Owner;

"Property Agent" means the property manager, leasing agent or facilitator acting as agent for an Owner or Occupier of a Lot in respect of the lawful leasing of that Lot according to the by-laws;

"residential premises" means a Lot which comprises a residence;

"Security Key" means a key, magnetic card or other device used to open and close doors, gates or locks or operate alarms, security systems or communication system in the Building.

"short-term rental accommodation" means the commercial use of an existing residential premises, either wholly or partially, for the purposes of short-term accommodation (of a period of not more than 3 months at any one time);

"short-term rental accommodation arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the (relevant *Fair Trading Act 1987*) regulations to be a short-term rental accommodation arrangement but does not include any arrangement prescribed by those regulations not to be a short-term rental accommodation arrangement;

"Strata Plan" means Strata Plan No. 75520.

1.2 In this by-law, unless the context otherwise requires:

This is page 44 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- a. headings are for convenience only and do not affect the interpretation of the by-law;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- e. a reference to a person includes reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
- f. a reference to any thing includes a part of that thing;
- g. a reference to any statute, act, regulation, proclamation, ordinance or by-law includes all statutes, acts, regulations, proclamations, ordinances or by-laws, amending, varying, consolidating or replacing them, and a reference to a statute or act includes all regulations, proclamations, ordinances and by-laws issued under that statute or act;
- h. "include" or "including" and any variation of those words are not words of limitation;
- i. if any provision or part of a provision is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void or invalid or unenforceable but the remainder of this by-law or the relevant provision shall remain in full force and effect; and
- j. any words defined in the Act appearing in this document have the same meaning as they do in the Act unless otherwise indicated or defined.

Existing restrictions on short-term rental accommodation arrangements preserved

- 2.1 It is acknowledged that the Building's by laws recognize an existing restriction on the use of Lots within the Building for short-term rental accommodation arrangements. Nothing in this by law seeks to or has the effect of lessening any existing restriction on the use of Lots for short-term rental accommodation arrangements.

Scope of By-law

This is page 45 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

2.2 An Owner for whom their Lot is not that Owner's Principal Place of Residence must not:

- a. enter into any short-term rental accommodation arrangement regarding that Lot; nor
- b. permit any Occupier of the Lot for whom the Lot is not that Occupier's Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- c. permit any Property Agent of the Owner or Occupier for whom the Lot is not their Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- d. permit any other agent acting for the Owner or Occupier of a type referred to in clause 2.2.c. to enter into any short-term rental accommodation arrangement regarding the Lot;
- e. list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.

2.3 An Occupier for whom the Lot is not that Occupier's Principal Place of Residence must not:

- a. enter into any short-term rental accommodation arrangement regarding that Lot; nor
- b. permit any other Occupier of the Lot for whom the Lot is not that other Occupier's Principal Place of Residence to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- c. permit any Property Agent of any Occupier referred to in this clause 2.3. to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- d. permit any other agent acting for any Occupier referred to in this clause 2.3 to enter into any short-term rental accommodation arrangement regarding the Lot; nor
- e. list the Lot or permit the Lot to be listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement.

This is page 46 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

3. An Owner for whom their Lot is not the Owner's Principal Place of Residence and who agrees to a lease, sub-lease, licence, sub-licence, or contract of any kind in respect of their Lot must ensure all such agreements:
 - a. are not inconsistent with and do not breach clause 2 of this by-law; and
 - b. legally bind their Occupier and sub-tenants and their Property Agent and/or other agents (if applicable) to compliance with this by-law.

Liability and Indemnity

- 4.1 Owners and Occupiers jointly and severally will be liable for any damage to the common property in the Strata Plan and/or a Lot and for loss or damage to personal property suffered as a result of their breach of this by-law.
- 4.2 Owners severally must indemnify the owners corporation against all and any claims, actions, demands or expenses including legal and administrative expenses incurred in relation to:
 - a. short-term rental accommodation arrangements prohibited in this by-law and conducted from their Lot;
 - b. their Occupiers' occupancy of their Lot in breach of this by-law;
 - c. occupancy of their Lot by Occupiers' sub-tenants, licensees, sub-licensees or others in breach of this by-law;
 - d. listing a Lot to which this by-law applies on any Online booking service;
 - e. the exercise of its rights under this by-law; and
 - f. enforcement of this by-law.
- 4.3 This by-law confers on the owners corporation the following additional functions, powers, authorities and duties:
 - a. the power to prohibit Owners and Occupiers and others from enabling or engaging in short-term rental accommodation arrangements according to this by-law;
 - b. the power and duty to report every short-term rental accommodation arrangement prohibited in this by-law to the relevant Government Agency/ies and engage in whatever investigative and legal action may be necessary to stop the short-term rental accommodation arrangement;

This is page 47 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- c. the authority to:
 - i. issue a notice to the relevant Owner or Occupier and relevant Property Agent (if applicable) if it is reasonably suspected that the Lot is listed on any Online booking service for the purpose of entering into a short-term rental accommodation arrangement;
 - ii. issue a notice to the relevant Owner or Occupier and relevant Property Agent (if applicable) that short-term rental accommodation arrangements are reasonably suspected to be occurring in the relevant Lot and demand that the short-term rental accommodation arrangements cease immediately;
 - iii. instruct the Owner or Occupier or their Property Agent (if applicable) to deliver an eviction notice to persons not authorised to occupy the Lot according to this by-law;
 - iv. if the short-term rental accommodation arrangement does not cease immediately on the relevant Owner, Occupier or Property Agent (if applicable) being informed of the continuing activity prohibited in this by-law - de-activate Security Keys which continue to be used to access common property by persons not authorised to do so; and
 - v. be indemnified by Owners from all claims arising from the actions taken pursuant to this by-law;
- d. for absolute clarity, the authority to recover the cost and expenses of carrying out the activities referred to in sub-clauses b. and c. and this sub-clause d. of this clause from the respective Owner as a levy debt, due and payable at the owners corporation's direction and which, if unpaid within 1 month of being due, will bear simple interest at the rate of 10 percent per annum or, if the regulations provide for another rate, that other rate, until paid and the interest will form part of that debt.

SPECIAL BY LAW 3

- A The representative of the Owners Corporation to the Portico Building Management Committee is to be a member of the Executive Committee of the Owners Corporation at the time the appointment is made, and
- B If the representative of the Owners Corporation to the Portico Building Management Committee ceases to be a member of the scheme's Executive Committee then they representative's appointment to the Building Management Committee is terminated and

This is page 48 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

the Owners Corporation will appoint a new representative to the Building Management Committee and according to this by-law as soon as practicable.

- C The Owners Corporation authorises the Executive Committee of the Owners Corporation to appoint the representative of the Owners Corporation to the Portico Building Management Committee on its behalf as contemplated in clauses A and B.

SPECIAL BY LAW 4 – Amendment to Vehicles

[Changes implemented by this special By law now implemented in the text of By law 4].

SPECIAL BY LAW 5 – Storage Space Level 3 Lot 24

1. Lot "24" be granted Exclusive Use of the designated Storage area on Level 3 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 3-S51) annexed as Annexure D showing Exclusive Use Storage Areas Level "3". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "24" is granted Exclusive Use to the identified additional storage area on Level 3. And that the Owner of Lot "24" pay the Owners Corporation a one off payment for the sum of \$12,150.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 5 of the meeting at which this by-law was passed.

SPECIAL BY LAW 6 – Storage Space Level 4 Lot 147

1. Lot "147" be granted Exclusive Use of the designated Storage area on Level 4 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 4-S52) annexed as Annexure D showing Exclusive Use Storage Areas Level "4". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cage for maintenance, service, repairs.

2. Lot "147" is granted Exclusive Use to the identified additional storage area on Level 4. And that the Owner of Lot "147" pay the Owners Corporation a one off payment for the sum of \$14,100.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of

This is page 49 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (7) of the meeting at which this by-law was passed.

SPECIAL BY LAW 7 – Storage Space Level 7 Lot 76

1. Lot "76" be granted Exclusive Use of the designated Storage area on Level 7 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 7-S53) annexed as Annexure D showing Exclusive Use Storage Areas Level "7". The lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cape for maintenance, service, repairs.

2. Lot "76" is granted Exclusive Use to the identified additional storage area on Level 7. And that the Owner of Lot "76" pay the Owners Corporation a one off payment for the sum of \$13,100.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (9) of the meeting at which this by-law was passed.

SPECIAL BY LAW 8 – Storage Space Level 9 Lot 116

1. Lot "116" be granted Exclusive Use of the designated Storage area on Level 9 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 9-S54) annexed as Annexure D showing Exclusive Use Storage Areas Level "10". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cape for maintenance, service, repairs.

2. Lot "116" is granted Exclusive Use to the identified additional storage area on Level 9. And that the Owner of Lot "116" pay the Owners Corporation a one off payment for the sum of \$11,000.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 11 of the meeting at which this by-law was passed.

SPECIAL BY LAW 9 – Storage Space Level 10 Lot 135

1. Lot "135" be granted Exclusive Use of the designated Storage area on Level 10 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 10-S55) annexed as Annexure D

This is page 50 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

showing Exclusive Use Storage Areas Level "10". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cape for maintenance, service, repairs.

2. Lot "135" is granted Exclusive Use to the identified additional storage area on Level 10. And that the Owner of Lot "135" pay the Owners Corporation a one off payment for the sum of \$8,800.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion (13) of the meeting at which this by-law was passed.

SPECIAL BY LAW 10 – Storage Space Level 11 Lot 141

1. Lot "141" be granted Exclusive Use of the designated Storage area on Level 11 and as shown in the "Plan" (by Rygate dated 5/3/2007, and marked Level 11-S56) annexed as Annexure D showing Exclusive Use Storage Areas Level "11". The Lot Owner is to comply with the provisions of By-law 38 of the Owners Corporations By-laws.

And provide the Owners Corporation with access to the storage cage should there be a need to attend to the common property services within the storage cape for maintenance, service, repairs.

2. Lot "141" is granted Exclusive Use to the identified additional storage area on Level 11. And that the Owner of Lot "141" pay the Owners Corporation a one off payment for the sum of \$17,111.00 GST Inclusive for the Exclusive Use prior to the lodgement of the Certificate of Title to the Land and Property Information (NSW) for granting the Exclusive Use as passed in Motion 15 of the meeting at which this by-law was passed.

SPECIAL BY LAW 12 – Exclusive Use Lot 8 and 9

PART 1 GRANT OF RIGHT

The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.

PART 2 DEFINITIONS & INTERPRETATION

In this by-law, unless the context otherwise requires or permits:

This is page 51 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Insurance** means:
 - i. contractors all risk insurance (including public liability insurance) in the sum of \$5,000,000;
 - ii. insurance required under the *Home Building Act 1989* (if required); and
 - iii. workers compensation insurance.
- (c) **Lot** means Lots 8 and 9 in strata plan 75520.
- (d) **Owner** means the owner of the Lot.
- (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 75520.
- (f) **Works** means:
 - i. the removal of brickwork to create a doorway between lots 8 and 9;
 - ii. the installation of a doorway between lots 8 and 9,
 - iii. the installation of a support beam over the new doorway

set out in the plans from Ralph Merrell dated 31 May 2007 which were tabled at the meeting at which this by-law was passed, and which may or may not be attached to this by-law.

In this by-law, unless the context otherwise requires, 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 *Strata Schemes Management Act 1996*; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 CONDITIONS

This is page 52 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

PART 3.1
Before commencement

Before commencement of the Works the Owner must:

- (a) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (b) effect and maintain Insurance and provide a copy to the Owners Corporation;
- (c) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

PART 3.2
During construction

Whilst the works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 6 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law and if this happens the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and

This is page 53 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation;
- (k) use the lift for building materials shall only be used during the hours as specified by the Building Manager or Owners Corporation to minimise disruption to residents;
- (l) carry out the works during the hours as specified by Sydney City Council.

PART 3.3 **After construction**

After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law (if required);
- (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (f) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with; and
- (g) pay the Owners Corporation's reasonable costs of implementing this by-law.
- (h) provide the Owners Corporation a letter from the engineer and the architect that the works have been completed in accordance with their specifications

PART 3.4 **Enduring rights and obligations**

The Owner:

This is page 54 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) must maintain and upkeep the Works;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) remains liable for any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works and without limitation any liability;
- (e) must remove the Works and restore the common property to its original condition should the Owner of lot 8 and 9 not be owned by the same or a related entity (the restoration works);
- (f) must, in carrying out the restoration works comply with the following clauses of this by-law (substituting restoration works for Works):
 - i. Part 3.2 (a)-(i) inclusive;
 - ii. Part 3.3 (a)-(f) inclusive;
- (g) must pay to the Owners Corporation the sum of \$5,000.00 GST inclusive as a bond to be held by the Owners Corporation for any damages that may arise to the common property from works being done to Lots 8 & 9. This includes any damages caused by the tradesmen as engaged by the Owner, and any damages to the common property from the transportation of materials or the like through the common property. The bond must be paid to the Owners Corporation prior to any works taking place. After the works have taken place if there have any no damage caused to the common property from such works taking place, after inspection as taking place by the appointed Executive Committee Members, and/or no reports of damage to the common property from the works taking place by Owners, the Concierge or the Building Manager, the Owners Corporation will refund the full amount to the Owner of Lot 8 & 9 within 7 days of such inspection taking place. In the event that there is damage caused to the common property from the works, the Owner will be notified in writing within 3 days of such, and request that the Owner restore the damage to the common property to the Owners Corporations satisfaction within 7 days of the date of the notification. Should the Owner not rectify those parts of the common property as outlined within 7 days of the notification or not to the Owners Corporations satisfaction, the Owners Corporation can arrange for those sections of common property to be restored or the like and drawn down on the \$5,000.00 bond.
- (h) Should one of the Lots be sold and/or the section of the wall removed requires to be restored, the Owner of the joint Lots 8 and 9 must reinstate the section of wall back to its original state.

This is page 55 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Notification in writing to the Owners Corporation of such taking place must be done at least 30 days prior to such taking affect.

The Owners Corporation or its representatives have the right to inspect the restoration of that section of wall within 48 hours of the walls reinstatement. Should the section of wall (reinstatement) not be to the satisfaction of the Owners Corporation, the Owners Corporation after giving written notice to the Owner of Lot 8 and 9 may carry out the required works/restoration at the costs of the Owner of Lot 8 and 9. The Owner of Lot 8 and 9 must reimburse the Owners Corporation of these costs after being service a notice of reimbursement within 30 days.

SPECIAL BY LAW 13 – Moving in and out

PART 1 GRANT OF POWER

- 1.1 In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the following additional powers, authorities, duties and functions subject to the conditions in Part 3:
- (a) the power to make requirements for the use of the common property in relation to moving and transportation of Goods within the Lots and common property; and
 - (b) the duty to regulate the use of the Lift and charge the Lift Fee.
- 1.2 Notwithstanding clause 1.1 where there is any inconsistency between this by-law and the Strata Management Statement applicable to this strata scheme then the provisions of the Strata Management Statement shall prevail.

PART 2 DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) **Act** means the *Strata Schemes Management Act, 1996*.
 - (b) **Lift Fee** means the following amounts (or such other rate determined by the Owners Corporation from time to time) payable to the Owners - Strata Plan No. 75520 under clause 3.2(f), and payable prior to the moving and transportation of Goods and calculated as follows:
 - i. \$100.00 for a maximum of 4 hours Monday - Friday between 9.00 am to 4.00 pm;

This is page 56 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (c) **Building** means the building situated at 2 York Street, Sydney.
- (d) **Building Manager** means the building manager appointed to undertake building management of the scheme and related duties from time to time.
- (e) **Goods** means any furniture or large object (inclusive of crates, boxes and the like which contain any furniture, equipment or supplies), as determined by the Building Manager.
- (f) **Lift** means the common property lift allocated to an Owner or occupier for use in moving Goods in and/or out of the Building.
- (g) **Lot** means any lot in strata plan 75520.
- (h) **Owner** means the owner or occupier of the Lot.
- (i) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 75520.

2.2 In this by-law, unless the context otherwise requires or permits:

- (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;
- (d) references to legislation includes references to amending and replacing legislation; and
- (e) reference to the Owner in this by-law includes any of the Owner's executors, administrators, successors, permitted assigns or transferees.

2.3 Where a term of this by-law contradicts any by-law applicable to the scheme then this by-law will prevail to the extent of that contradiction.

PART 3 CONDITIONS

3.1 An Owner or occupier of a Lot shall not transport any Goods through the common property without approval of the Owners Corporation or Building Manager under this by-law.

3.2 An Owner or occupier must:

This is page 57 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (a) apply to the Owners Corporation (through the Building Manager) a reasonable time before any Goods are to be transported through the common property specifying the time and date for the proposed transportation of Goods (two days' notice generally being considered as reasonable notice);

[Note: only one lift is available to be booked for exclusive use at any one time]

- (b) ensure that all transportation of Goods is carried out as directed by the Owners Corporation and/or Building Manager;
- (c) ensure that the transportation of the Goods is supervised by the Owner, occupier or some other person advised to the Owners Corporation;
- (d) comply with the directions of the Owners Corporation or Building Manager in respect of the transportation of the Goods including rules contemplated in clause 3.4;
- (e) ensure that any tradesperson, delivery company, removalist, representative, invitee or the like comply with the terms of this by-law;
- (f) if determined by the Building Manager to be a movement of Goods in respect of which the Lift Fee is payable, pay the Owners Corporation the Lift Fee prior to any transportation of Goods and such fee representing all of its costs relating to the transportation of the Goods. These costs to include the attendance of the Building Manager, supervision of the transportation of the Goods from time to time of the Building Manager, costs of running the Lift, protective padding of the Lift, protection for common property flooring and the removal of same and inspection by the Building Manager to assess compliance with this by-law;
- (g) only use the Lift directed by the Building Manager;
- (h) only carry out the transportation of Goods at the Building between 9:00am to 4:00pm Monday to Friday and (in only the case of Goods which do not require the exclusive use of the Lift and which are also approved for such use by the Building Manager) 9.00 am to 4.00 pm Saturday and Sunday;
- (i) ensure that the Lift and common property are left in a clean and tidy state after the transportation of the Goods has occurred in the opinion of the Owners Corporation (through the Building Manager);
- (j) ensure that the transportation of the Goods does not interfere with or damage the common property or the property of any other Owner or occupier and if this occurs, the Owner or occupier must rectify that interference or damage within a reasonable period of time, at their own cost;

This is page 58 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (k) only use equipment and devices for the movement of Goods that will not damage the Common Property.

3.3 The Owners Corporation must

- (a) deal with any application under clause 3.2(a) in a timely manner;

3.4 The Owners Corporation may from time to time make rules about the moving of Goods through or over the common property including but not limited to use of the loading dock, the height and weight of any vehicle delivering Goods, and the hours of access in which certain types of Goods can be transported through and over the common property and in respect of the manner in which the Building Manager implements this by law.

PART 4 ENDURING OBLIGATIONS

4.1 An Owner or occupier:

- (a) must comply with any approval or directions of the Owners Corporation given under this by-law;
- (b) must comply with any approval or directions of the Building Manager given under this by-law;
- (c) remains liable for any damage to Lot or common property arising out of the transportation of the Goods; and
- (d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the transportation of the Goods including in respect of the property of an Owner or occupier.

4.2 The Owners Corporation may demand payment from an Owner or occupier for any money outstanding under this by-law and recover this amount or any amount calculated above the Lift Fee from the Owner or occupier as a debt due.

SPECIAL BY LAW 14 – Service of Documents by Email

A document may be served on the Owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

SPECIAL BY LAW 15

This is page 59 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

[Now appears below as either By-law 45 or special By law 16 - refer Dealing AG541075, Dealing AG286843 and Dealing AG286773]

SPECIAL BY LAW 15A – Determination in Relation to the Maintenance, Renewal, Replacement and Repair of Certain Common Property

15A.1 This by-law is a Special Resolution of the Owners Corporation in accordance with section 106 of the *Strata Schemes Management Act 2015 (NSW)* in relation to items of common property that the Owners Corporation has determined are inappropriate for it to maintain, renew, replace or repair.

15A.2 This by-law:

- a) is in no way an admission or acceptance by the Owners Corporation that the property listed is common property, either in part or in whole (any questions as to whether an item is common property must be made by a body of competent jurisdiction);
- b) does not confer ownership or authorise any work to be done in relation to the property listed below.

15A.3 To the extent that they are common property, the Owners Corporation determines it is inappropriate for it to maintain, renew, replace or repair:

- a) floating floorboards or parquetry tiling;
- b) internal carpets and floating floors;
- c) linoleum or vinyl or cork tiles;
- d) floor and wall tiles, including without limitation in bathroom, kitchen and laundry areas;
- e) internal walls and ceilings;
- f) balcony sliding doors and other balcony doors;
- g) kitchen splash backs;
- h) shower screens
- i) bathroom mirrors;
- j) dishwashers;

This is page 60 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- k) ovens and cook tops;
- l) sinks;
- m) blinds;
- n) dryers; and
- o) washing machines,

unless:

- a) such determination will have the effect stated in section 106(3) of the *Strata Schemes Management Act 2015 (NSW)*, being that the decision will affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme; or
- b) the item in question has been damaged or adversely affected by a repair to the common property or a failure in the common property, and in that case only to the extent the damage or adverse affectation has been caused by such repair or failure.

SPECIAL BY LAW 16 – Floor Coverings

1. In this By-law, "**Non-Carpet Floor Covering**" means a floor covering on the lower boundary of a Lot (other than a kitchen, laundry, lavatory or bathroom) other than carpet, including but not limited to, floorboards, parquetry, tiles, cork, limestone and marble.
2. This By-law 16 does not apply to any floor area that comprises a Non-Carpet Floor Covering as at the time of registration of the Strata Plan creating the Scheme. However, it does apply if the Lot Owner wishes to replace the current floor covering (of whatever description) with a Non-Carpet Floor Covering on the lower boundary of the Owner's Lot.
3. An Owner must not install or lay, or re-install or re-lay a Non-Carpet Floor Covering on the lower boundary of the Owner's Lot, unless the Owner complies with this By-law.
4. When carrying out works in relation to the installation of a Non-Carpet Floor Covering the Owner:
 - a) must protect all areas of the common property from damage;
 - b) must not disturb the peaceful enjoyment of the Owner or occupier of another Lot; and,

This is page 61 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- c) must promptly remove all debris resulting from works.
- 5. The Owner must ensure that the acoustic qualities of the floor after the Non-Carpet Floor Covering has been installed is 40 Lntw or less when carried out and calculated according to the requirements of AS/NZS ISO 717.1:2004 (or the equivalent rating under any replacement standard from time to time).
- 6. The Owner must provide to the Owners Corporation, at the Owner's expense, within 14 days after the Non-Carpet Floor Covering has been installed a certified test report of a qualified engineer showing that the measured acoustic qualities when carried out and calculated according to the requirements of AS/NZS ISO 717.1:2004 is 40 Lntw or less (or the equivalent rating under any replacement standard from time to time).
- 7. If, following installation of the Non-Carpet Floor Covering, an Owner of a Lot below makes a complaint to the Owners Corporation concerning noise from the new Non-Carpet Floor Covering, the complainant must be granted access to the Lot for the purposes of testing by the complainant or the Owners Corporation. The cost of any such new test report must be met by the complainant, unless the Owners Corporation otherwise determines.
- 8. The Owner must properly maintain and keep any common property to which the Non-Carpet Floor Covering is attached in a state of good and serviceable repair.
- 9. The Owner must properly maintain and keep the Non-Carpet Floor Covering in a state of good and serviceable repair and replace it as required from time to time, but so that any replacement is conducted in accordance with this By-law and otherwise meets the requirements of this By-law.
- 10. The Owner must pay all costs of the installation, maintenance and repair of the Non-Carpet Floor Covering.

SPECIAL BY LAW 17 – Lot 143 (Apartment 1106) Works

- 1. **Grant of right to effect Works**
 - 1.1 The Owner has the right to carry out the Works, at its own cost, subject to this by-law. The purpose of this by-law is to allow the Owner to carry out the Works on or affecting the Common Property and to regulate its maintenance, whilst providing appropriate protection to the Owners Corporation.
- 2. **Definitions and interpretation**

This is page 62 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- 2.1 As well as the definitions contained in the by-laws registered with Strata Plan 75520, in this by-law the following terms have the following meanings, unless the context otherwise requires or permits:

Insurance means contractors all risk insurance (including public liability insurance) in the sum of \$20 million, noting the Owners Corporation as an co-insured, and workers compensation insurance.

Owner means the owner(s) of the Relevant Lot.

Relevant Lot means lot 143 in the Strata Plan or any subdivision of lot 143.

Works means the works to the Relevant Lot and the Common Property to be carried out for or in connection with the construction of two glass balcony awnings on the balcony of the Relevant Lot, including a cutter, with the run-off to be distributed to two water tanks also located on the same balcony of the Relevant Lot, such works being more fully detailed in plans and specifications provided to the Executive Committee and initialled by the chairperson of the Executive Committee for the purposes of identification.

- 2.2 In this by-law, unless the context otherwise requires:

- 2.2.1 the singular includes the plural and vice versa;
- 2.2.2 any gender includes the other genders;
- 2.2.3 any terms used in this by-law will have the same meaning as those defined in the Act and in the by-laws registered with the Strata Plan.
- 2.2.4 references to legislation include references to amending and replacing legislation.

3. Conditions

- 3.1 Before the commencement of the Works the Owner must:

- 3.1.1 obtain the written consent of the Owners Corporation to the Works; and
- 3.1.2 if the Works are of a structural nature, obtain at the Owner's cost a building engineers report confirming that the installation will not interfere with the structural integrity of the Building and if it so will, what measures are to be implemented to make ensure the same structural integrity remains;
- 3.1.3 obtain consent from the Authority and provide a copy to the Owners Corporation, or, if required by the Executive Committee, evidence that such consent is not required.

This is page 63 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

3.2 In respect of the Works, the Owner must:

- 3.2.1 pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law (including legal and strata management costs);
- 3.2.2 pay any bond reasonably required by the Owners Corporation on terms agreed between the Owner and the Executive Committee;
- 3.2.3 ensure that the Works comply with all consents, approvals and permits from any relevant Authority and are certified by any relevant Authority upon completion if so required;
- 3.2.4 use only duly licensed employees, contractors or agents;
- 3.2.5 ensure any licensed employee, contractor or agent effects and maintains appropriate Insurance and provides a copy of the Owners Corporation of any documents evidencing such Insurance upon request;
- 3.2.6 ensure the Works are completed within a reasonable time frame from date of commencement and are conducted in a proper and workmanlike manner and comply with the current Australian building codes and standards;
- 3.2.7 use reasonable endeavours to cause as little disruption as possible when carrying out the works;
- 3.2.8 carry out the Works during times approved by the Executive Committee, acting reasonably;
- 3.2.9 transport all construction materials, equipment and debris in the manner reasonably directed by the Executive Committee, and ensure that no common area waste services are to be used for the disposal of building material, rubble, waste etc;
- 3.2.10 protect all affected areas of the Building outside the Relevant Lot from interference or damage relating to the Works or the transportation of construction materials, equipment and debris;
- 3.2.11 undertake to the Owners Corporation that all damage, if any, to the Relevant Lot, any other Lot and/or the Common Property caused by the Works will be rectified within a reasonable period of time;
- 3.2.12 provide the Executive Committee's nominated representative(s) access to inspect the Relevant Lot within 48 hours of any request from the Executive Committee to

This is page 64 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

determine compliance with this by-law or with any consents provided under this by-law from time to time (for clarity more than one inspection may be required).

- 3.3 The Executive Committee's right to access the Relevant Lot arising under this by-law expires once it is reasonably satisfied that clause 3.2 has been complied with.

4. Completion of Works

- 4.1 Upon completion of the Works or works required to rectify any damage to any Lot or the Common Property (including the Relevant Lot) under this by-law, the Owner must, if so required by the Executive Committee, provide the Owners Corporation with certification from a suitable qualified engineer(s) engaged on behalf of the Owner and the Owners Corporation at the cost of the Owner (and approved by the Executive Committee) that the Works have been completed in accordance with the terms of this by-law, any consent from the Authority and any current Australian building code and standard.

5. Enduring rights and obligations

- 5.1 The Owner of the Relevant Lot:
- 5.1.1 must not vary or increase the scope of the Works without first obtaining the consent in writing of the Executive Committee;
 - 5.1.2 remains liable for any damage to any Lot or Common Property (including the Relevant Lot) arising out of the Works;
 - 5.1.3 must maintain, replace and keep in good and serviceable repair the Works after completion and certification of the Works as contemplated in clause 4 of this by-law, at the Owner's expense; and
 - 5.1.4 indemnifies and shall keep indemnified the Owners Corporation against any costs or losses arising out of or in connection with the Works.

6. Exclusions

- 6.1 To avoid any confusion, this by-law does not confer any rights on the Owner, occupier or their successors in title to carry out any other fit out works whatsoever.

7. Default by the Owner

- 7.1 If the Owner fails to comply with any obligation under this by-law, then the Owners Corporation may:
- 7.1.1 carry out all work necessary to perform that obligation;

This is page 65 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

7.1.2 enter upon any part of the Relevant Lot to carry out that work; and

7.1.3 recover the costs of carrying out that work from the defaulting Owner.

SPECIAL BY LAW 18 – Proposed Owners Works

Purpose

1. This By-law is made for the purposes of managing, regulating and controlling the carrying out of Works which affect the Common Property and/or impact on an Owner or occupier of a Lot.
2. For the purposes of this By-law, "Works" means the additions and alterations undertaken by an Owner of a Lot (at that Owner's cost and to remain that Owner's fixture) to renovate or improve that Lot and the Common Property (including all ancillary structures) in accordance with plans, drawings and diagrams submitted (and approved by the Owners Corporation) in accordance with this By-law.
3. This By-law does not confer special privileges or exclusive use rights to an Owner, and an Owner must prepare a special privileges and/or exclusive use By-law in respect of carrying out any Works on their Lot and the Common Property.
4. This By-law works in conjunction with any special privileges and/or exclusive use By-law made by an Owner of a Lot.

Conditions

Approval Process

5. Prior to putting forward a motion for a special privileges and/or exclusive use By-law at a general meeting of the Owners Corporation, an Owner is required to submit a written request for approval through the strata managing agent to the secretary of the Executive Committee before carrying out any Works in their Lot.
6. The written request for approval must include the following information:
 - (a) Details and specification of the Works;
 - (b) Consents and conditions;
 - (c) Plans and drawings; and
 - (d) Any other documents reasonably required by the Owners Corporation.

This is page 66 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

7. Without limiting the discretion of the Owners Corporation, the Owners Corporation may refuse to grant written approval for the Works if the Owner refuses or fails to provide all the information requested in clause 6 of this By-law.

Before Commencing Works

8. Before commencing Works the Owner must:
- (a) provide to the Owners Corporation copies of the approval for the Works from all relevant consent authorities and the Executive Committee and any other competent authority;
 - (b) provide a copy of the By-laws to the Owner's contractor and any person engaged by the contractor in relation to the Works;
 - (c) notify the Executive Committee or person nominated in writing of the timing and extent of the Works;
 - (d) provide the Owners Corporation with satisfactory evidence of adequate contractors All Risk Insurance in respect of the performance of the Works;
 - (e) provide a written certificate addressed to the Owners Corporation given by a suitable qualified and experienced engineer approved by the Owners Corporation (such approval must not be unreasonably withheld) that the Works will not affect the structural integrity of the Building;
 - (f) pay a bond amount to be determined by the Executive Committee, having regard to the extent of the Works by the Owner, which may be used by the Owners Corporation in its absolute discretion to repair any damage caused to Common Property by the respective Owner as a result of the Works; and
 - (g) obtain approval in writing for the Works from the Owners Corporation (which approval may be subject to such special conditions as the Owners Corporation requires) and provide a letter of acceptance of the conditions of work to the Owners Corporation, signed by the Owner.
9. Where the Works involve the removal or reduction of any load bearing walls within a Lot, the Owners Corporation may request an Owner to obtain a second peer review to ensure that the Works will not affect the structural integrity of the Building.
10. The Owner must maintain, replace and keep in good and serviceable repair the Works after completion and certification of the Works as contemplated in this by-law, at the Owner's

This is page 67 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

expense. If the Works involve any alteration to or enhancement of the Common Property, this obligation of the Owner extends to such altered or enhanced Common Property.

Carrying Out Works

11. Owners and their contractor:
 - (a) must only carry out the Works between the hours of 7.30am to 4.00pm, Mondays to Fridays, excluding Saturdays, Sundays and public holidays (or such other hours as the Executive Committee specifies in writing);
 - (b) must use the lifts only for transportation of construction material, equipment, debris and other material in accordance with the directions of the Owners Corporation and subject to a lift curtain being installed;
 - (c) must not store any waste or building materials on the Common Property except as the Owners Corporation may permit at its discretion;
 - (d) must protect the Common Property from damage, including but not limited to using a lift curtain to protect the lift and using carpet or some other protective covering to protect the lobby floor and walls;
 - (e) must keep all areas of the Building outside their Lot clean and tidy when performing the Works;
 - (f) must not create noise or other interference that causes discomfort, disturbance or interference with activities of any other Owners or Occupiers of the Building; and
 - (g) must ensure that the security of the Building comprising the strata scheme is maintained throughout the performance of the Works.
12. An Owner will be liable for any damage, alteration or addition made or caused to any part of the Common Property as a result of the Works, and will reinstate the Common Property to its original condition immediately after it has occurred.
13. An Owner must indemnify the Owners Corporation against loss or damage arising from the performance or the existence of the Works.
14. The Works shall be carried out in a proper and workmanlike manner, and by duly licensed contractors, in accordance with the drawings and specifications approved by the relevant consent authorities and the Owners Corporation, and must be completed within a reasonable time frame from date of commencement.

This is page 68 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

15. In performing the Works an Owner must comply with all directions, orders and requirements of all relevant statutory authorities and the Owners Corporation, and shall ensure and be responsible for compliance with such directions, orders and requirements by that Owner's servants, agents and contractors. This includes without limitation, compliance with the following:
- (a) areas to which the Owners Corporation may require access, such as drainage duct covers and common water supply mains are to remain fully accessible and of at least the same size as the existing items. This applies in the kitchen area, in bathrooms, laundries and other areas;
 - (b) the access panels to upper floor drains in the ceilings of wet areas are to be retained in existing positions through removable access panels to enable access to the U-bend of waste pipes of Lot above;
 - (c) any alterations to the fire service occasioned by alterations or false ceilings must be certified by a qualified fire consultant that is approved by the Owners Corporation, at the Owner's expense. A copy of the certificate confirming that the alterations conform to the fire codes must be provided to the Owners Corporation on completion;
 - (d) sprinkler heads must not be painted;
 - (e) any spa bath must be adequately insulated to stop noise and vibration disturbance to any other Lot;
 - (f) any quick-shutting (quarter turn, lever action, or similar) taps are to be fitted with water hammer arrestors on both hot and cold water lines;
 - (g) no additions to the electrical supply to a Lot are to be made without the prior written approval of the Owners Corporation;
 - (h) no changes are to be made to the existing intercom, TV or other communication cables without the prior written separate approval of the Owners Corporation; and
 - (i) no work is to be done on the main switchboard unless an authorised representative from the Owners Corporation is present.
16. In addition to the conditions outlined above:
- (a) the Executive Committee shall have the right to inspect the Works during the course of construction and upon completion; and

This is page 69 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

- (b) the Owners Corporation may apply the bond or any part of it towards such cost or towards the repair, replacement or rectification of Common Property damaged in consequence of the Works.

After Completion of Works

- 17. Upon completion of the Works or works required to rectify any damage to the relevant Lot, any other Lot or the Common Property, the Owner must, if so required by the Executive Committee, provide the Owners Corporation with certification from a suitable qualified engineer(s) engaged on behalf of the Owner and the Owners Corporation at the cost of the Owner (and approved by the Executive Committee) that the Works have been completed in accordance with the terms of this By-law, any consent from any relevant authority and any current and relevant Australian building code and standard.
- 18. The Owners Corporation may, without notice:
 - (a) carry out all work necessary to perform that obligation of any Owner in respect of the Works;
 - (b) enter upon any part of the parcel to carry out that work;
 - (c) deduct the costs of carrying out that work from the bond and, if the costs of carrying out that work exceed the amount of bond held by the Executive Committee, then the Executive Committee may either, in its absolute discretion, demand an additional bond from the defaulting Owner or recover the additional costs of carrying out that work from the defaulting Owner as a debt; and
 - (d) include reference to the debt on levy notices and any other levy reports or information.
- 19. Any debt for which an 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 one month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10% or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.
- 20. The Owners Corporation must refund the bond (or part only of the bond where some of it has been applied in accordance with clause 18 (c)) to the relevant Owner when:
 - (a) that Owner notifies the Owners Corporation that the Works are complete; and
 - (b) the Owners Corporation is satisfied that any damage caused to the Common Property by the Works has been repaired.

This is page 70 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

SPECIAL BY LAW 19 – Security Access Devices

1. The Owners Corporation will make available to each Owner a maximum of three Security Access Devices (or such additional number as the Executive Committee approves in its discretion on a case by case basis) necessary to enable Owners to access the Building for the purpose of passing over Common Property and access ways.
2. For the purposes of this By-law, a Security Access Device is a security access tag used to access the Building and lifts within the Scheme.
3. The Owner is responsible for providing the Security Access Device to any occupiers of their Lot.
4. The Owners Corporation reserves the right to charge for any additional Security Access Devices provided to an Owner or Occupier.
5. Each Owner and Occupier to whom Security Access Device are made available must:
 - (a) exercise a high degree of caution and responsibility in making Security Access Device available for use by other persons;
 - (b) not duplicate or permit any Security Access Devices to be duplicated;
 - (c) take all reasonable steps to ensure that Security Access Devices are not lost;
 - (d) immediately notify the Owners Corporation if Security Access Devices are lost, stolen or damaged; and
 - (e) pay replacement costs to the Owners Corporation for any lost, stolen or damaged Security Access Devices.
6. Any Occupier of a Lot (but not an Owner) must return all Security Access Devices provided to that Occupier to their landlord or property managing agent when vacating the Building. The Occupier must not return the Security Access Devices to the Owners Corporation or strata managing agent.

SPECIAL BY LAW 20 – Lot 69 improvements

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the improvements to be made to the Owner's lot.

This is page 71 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

2. The special privileges conferred by this by-law are the rights to alter and use the common property by making improvements that affect the common property subject to the terms and conditions contained in this by-law.
3. "Owner" means the owner or owners of lot 69 from time to time of strata plan no.75520.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below, in statement of Proposed Works prepared by mmad productions prepared 6 August 2015 a copy of which was tabled at the meeting of the Owner Corporation approving this by-law and is appended to the agenda of that meeting and in the exterior modification drawings prepared by mmad productions, annexed to this by-law and marked "Annexure B" -
 - (a) Replace existing fixed glass glazing on the Entry Level of the lot with operable swinging full lite glazed door to match the existing opening size, break pattern and finish; and
 - (b) Replace existing fixed Upper Level Master Bedroom glazing with operable awning glass window with interior insect screen (lower portion only) to match existing opening size, break pattern and finish.
5. The Owners Corporation acknowledges that the Owner shall be undertaking other aesthetic works, such as painting and replacement of fixtures, fittings and joinery, which do not affect common property and do not require the consent of the Owners Corporation.
6. The Owner must ensure that any Improvements that can be seen from the outside of the scheme are in a construction and colour scheme that matches the overall appearance of the building.
7. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
8. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

9. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.

This is page 72 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

10. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the improvements prior to commencing the Improvements.
11. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

12. When carrying out the improvements, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the improvements or the transportation of construction materials, equipment and debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and
 - (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Improvements.
13. The Owner must ensure that that Improvements shall be done:
 - (a) in a proper and workmanlike manner and by duly licensed and insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

After completing the Improvements

This is page 73 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

14. The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Improvements.

Repair and Maintenance

15. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property that has been altered and to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
16. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

17. The Owner indemnifies the Owners Corporation against –
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements.
18. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
19. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintaining, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

This is page 74 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

20. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions of this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
21. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

SPECIAL BY LAW 21

- i. The owners corporation by resolution in general meeting may delegate to the strata committee, generally or in a particular case or cases, its functions of giving and withholding approval of minor renovations (for the purposes of s.110 of the *Strata Schemes Management Act 2015*) and of imposing conditions on such approval.
- ii. The owners corporation in like manner may revoke any such delegation.
- iii. The owners corporation may continue to exercise its functions under s.110 of the Act, despite any such delegation.

SPECIAL BY LAW 22

The owners corporation by resolution in general meeting adopts a common property memorandum as follows which specifies whether an owner of a lot or the owners corporation is responsible for the maintenance, repair or replacement of any part of the common property.

Owners corporation responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) columns and railings (b) doors, windows and walls (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) balcony ceilings (including painting) (d) security doors, other than those installed by an owner after registration of the strata plan (e) original tiles and associated waterproofing, affixed at the time of registration of the strata plan (f) common wall fencing, shown as a thick line on the strata plan (g) dividing fences on a boundary of the strata parcel that adjoin neighbouring land

This is page 75 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

	(h) awnings within common property outside the cubic space of a balcony or courtyard (i) walls of planter boxes shown by a thick line on the strata plan (j) that part of a tree which exists within common property
2. Ceiling/Roof	(a) false ceilings installed at the time of registration of the strata plan (other than painting, which shall be the lot owner's responsibility) (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility) (c) guttering (d) membranes
3. Electrical	(a) air conditioning systems serving more than one lot (b) automatic garage door opener, other than those installed by an owner after the registration of the strata plan and not including any related remote controller (c) fuses and fuse board in meter room (d) intercom handset and wiring serving more than one lot (e) electrical wiring serving more than one lot (f) light fittings serving more than one lot (g) power point sockets serving more than one lot (h) smoke detectors whether connected to the fire board in the building or not (and other fire safety equipment subject to the regulations made under <i>Environmental Planning and Assessment Act 1979</i>) (i) telephone, television, internet and cable wiring within common property walls (j) television aerial, satellite dish, or cable or internet wiring serving more than one lot, regardless of whether it is contained within any lot or on common property (k) lifts and lift operating systems
4. Entrance door	(a) original door lock or its subsequent replacement (b) entrance door to a lot including all door furniture and automatic closer

This is page 76 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

.....

Being the persons authorised by Section 273 of the *Strata Schemes*

Management Act 2015 to attest the affixing of the seal.

5. Floor	(a) original floorboards or parquetry flooring affixed to common property floors (b) mezzanines and stairs within lots, if shown as a separate level in the strata plan (c) original floor tiles and associated waterproofing affixed to common property floors at the time of registration of the strata plan (d) sound proofing floor base (eg magnesite), but not including any sound proofing installed by an owner after the registration of the strata plan
6. General	(a) common property walls (b) the slab dividing two storeys of the same lot, or one storey from an open space roof area eg. a townhouse or villa (unless the plan was registered before 1 July 1974 – refer to the registered strata plan) (c) any door in a common property wall (including all original door furniture) (d) skirting boards, architraves and cornices on common property walls (other than painting which shall be the lot owner's responsibility) (e) original tiles and associated waterproofing affixed to the common property walls at the time of registration of the strata plan (f) ducting cover or structure covering a service that serves more than one lot or the common property (g) ducting for the purposes of carrying pipes servicing more than one lot (h) exhaust fans outside the lot (i) hot water service located outside of the boundary of any lot or where that service serves more than one lot (j) letter boxes within common property (k) swimming pool and associated equipment (l) gym equipment

This is page 77 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

7. Parking/Garage	(a) carports, other than those within the cubic space of a lot and referred to in the strata plan, or which have been installed by an owner after registration of the strata plan (b) electric garage door opener (motor and device) including automatic opening mechanism which serves more than one lot (c) garage doors, hinge mechanism and lock, if shown by a thick line on the strata plan or if outside the cubic space of the lot (d) mesh between parking spaces, if shown by a thick line on the strata plan
8. Plumbing	(a) floor drain or sewer in common property (b) pipes within common property wall, floor or ceiling (c) main stopcock to unit
9. Windows	(a) windows in common property walls, including window furniture, sash cord and window seal (b) insect-screens, other than those installed by an owner after the registration of the strata plan (c) original lock or other lock if subsequently replacement by the owners corporation

Lot owner responsibilities for maintenance, repair or replacement

1. Balcony and courtyards	(a) awnings, decks, pergola, privacy screen, louvres, retaining walls, planter walls, steps or other structures within the cubic space of a balcony or courtyard and not shown as common property on the strata plan (b) that part of a tree within the cubic space of a lot
2. Ceiling/Roof	(a) false ceilings inside the lot installed by an owner after the registration of the strata plan
3. Electrical	(a) air conditioning systems, whether inside or outside of a lot, which serve only that lot (b) fuses and fuse boards within the lot and serving only that lot (c) in-sink food waste disposal systems and water filtration systems

This is page 78 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

	(d) electrical wiring in non-common property walls within a lot and serving only that lot (e) light fittings, light switches and power point sockets within the lot serving only that lot (f) telephone, television, internet and cable wiring within non-common property walls and serving only that lot (g) telephone, television, internet and cable service and connection sockets (h) intercom handsets serving one lot and associated wiring located within non-common walls
4. Entrance door	(a) door locks additional to the original lock (or subsequent replacement of the original lock) (b) keys, security cards and access passes
5. Floor	(a) floor tiles and any associated waterproofing affixed by an owner after the registration of the strata plan (b) lacquer and staining on surface of floorboards or parquet flooring (c) internal carpeting and floor coverings, unfixed floating floors (d) mezzanines and stairs within lots that are not shown or referred to in the strata plan
6. General	(a) internal (non-common property) walls (b) paintwork inside the lot (including ceiling and entrance door) (c) built-in wardrobes, cupboards, shelving (d) dishwasher (e) stove (f) washing machine and clothes dryer (g) hot water service exclusive to a single lot (whether inside or outside of the cubic space of that lot) (h) internal doors (including door furniture) (i) skirting boards and architraves on non-common property walls

This is page 79 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

	(j) tiles and associated waterproofing affixed to non-common property walls (k) letterbox within a lot (l) pavers installed within the lot's boundaries (m) ducting cover or structure covering a service that serves a single lot
7. Parking/Garage	(a) garage door remote controller (b) garage doors, hinge mechanism and lock where the lot boundary is shown as a thin line on the strata plan and the door is inside the lot boundary (c) light fittings inside the lot where the light is used exclusively for the lot (d) mesh between parking spaces where shown as a thin line, dotted line or no line on the strata plan (this will be treated as a dividing fence to which the <i>Dividing Fences Act 1991</i> applies)
8. Plumbing	(a) pipes, downstream of any stopcock, only serving that lot and not within any common property wall (b) pipes and 'S' bend beneath sink, laundry tub or hand basin (c) sink, laundry tub and hand basin (d) toilet bowl and cistern (e) bath (f) shower screen (g) bathroom cabinet and mirror (h) taps and any associated hardware
9. Windows	(a) window cleaning – interior and exterior surfaces (other than those which cannot safely be accessed by the lot owner or occupier) (b) locks additional to the original (or any lock replaced by an owner) (c) window lock keys

This is page 80 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

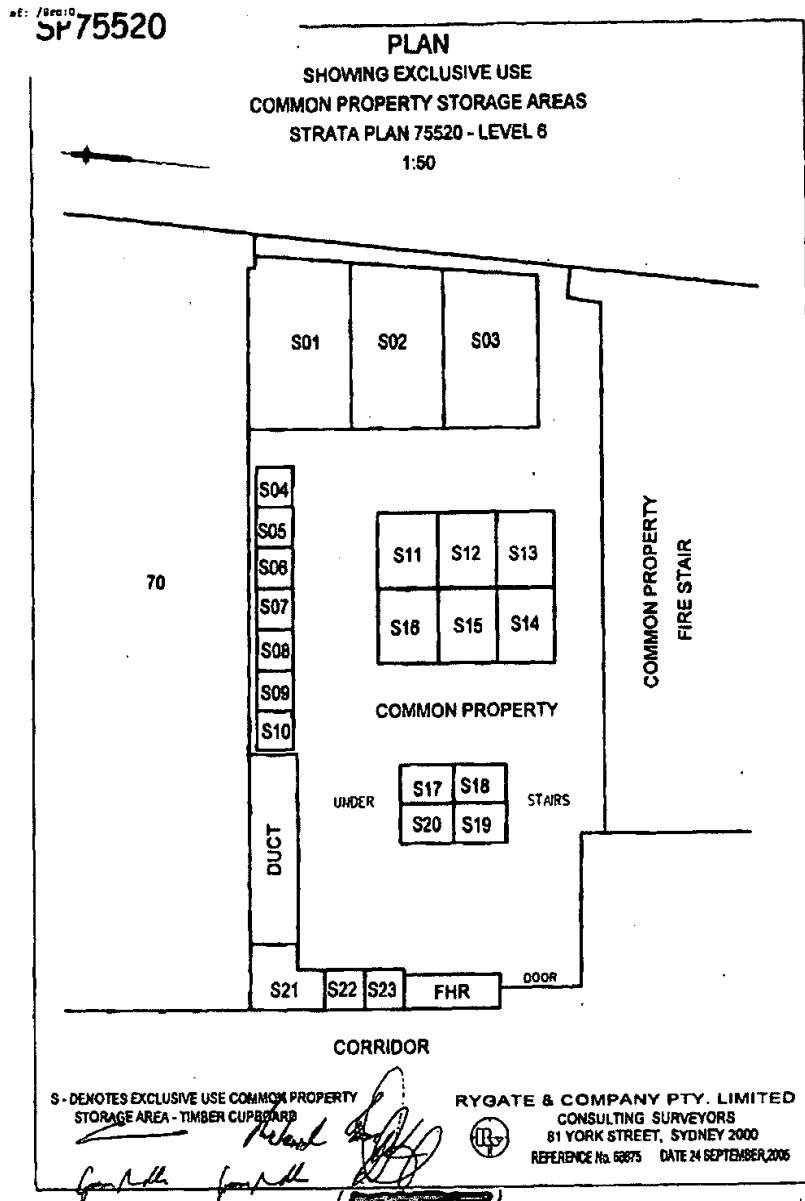
Names:

Signatures.....

.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

ANNEXURE B – STORAGE AREA PLAN (By-law 44)

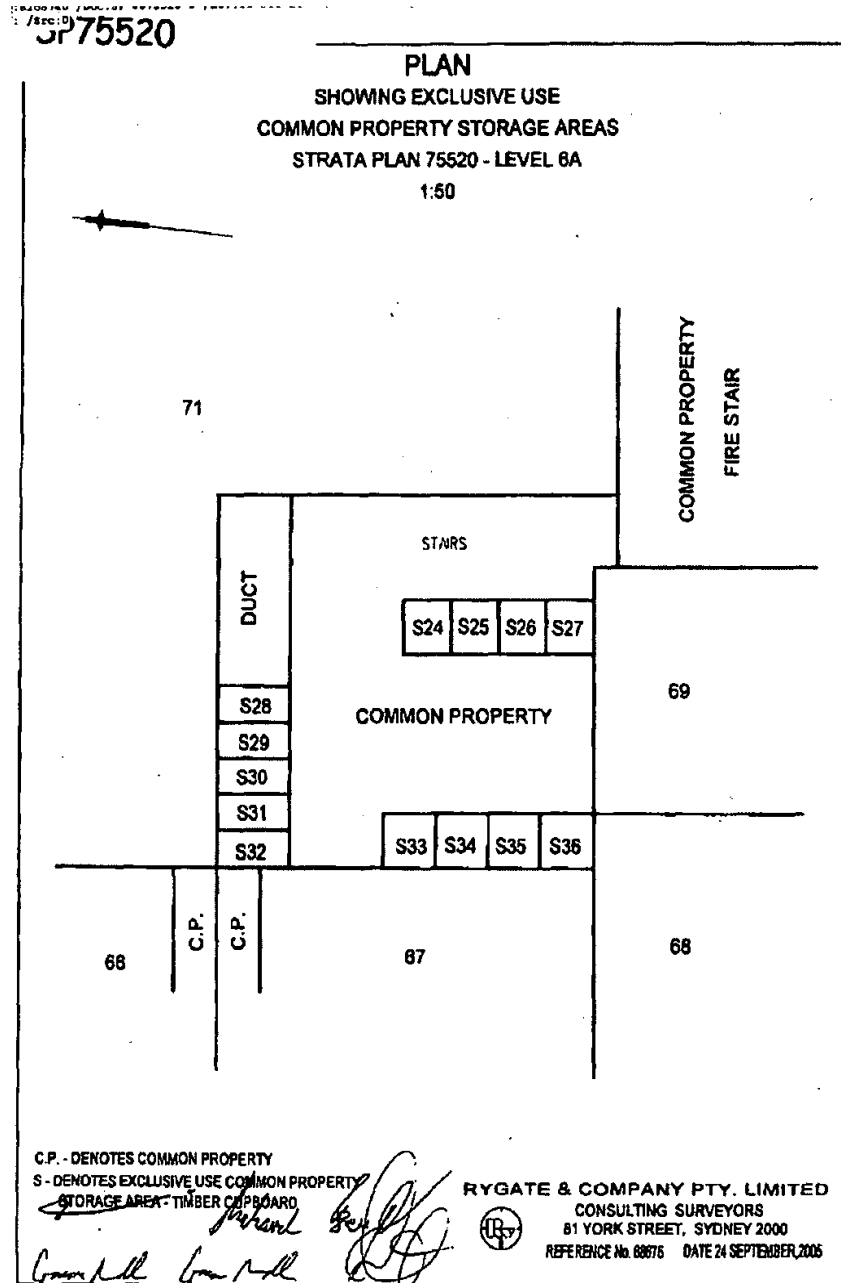


This is page 81 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:.....

Signatures:.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



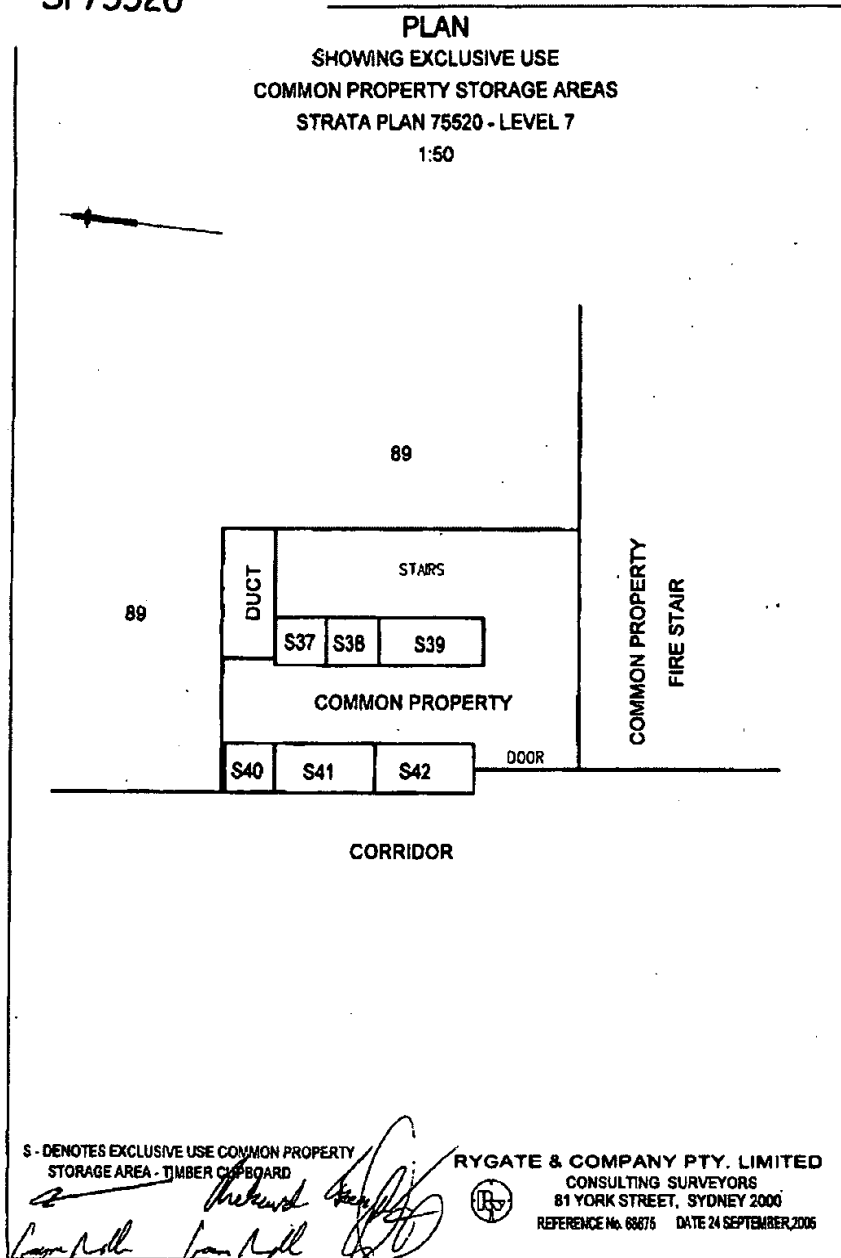
This is page 82 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

SP75520



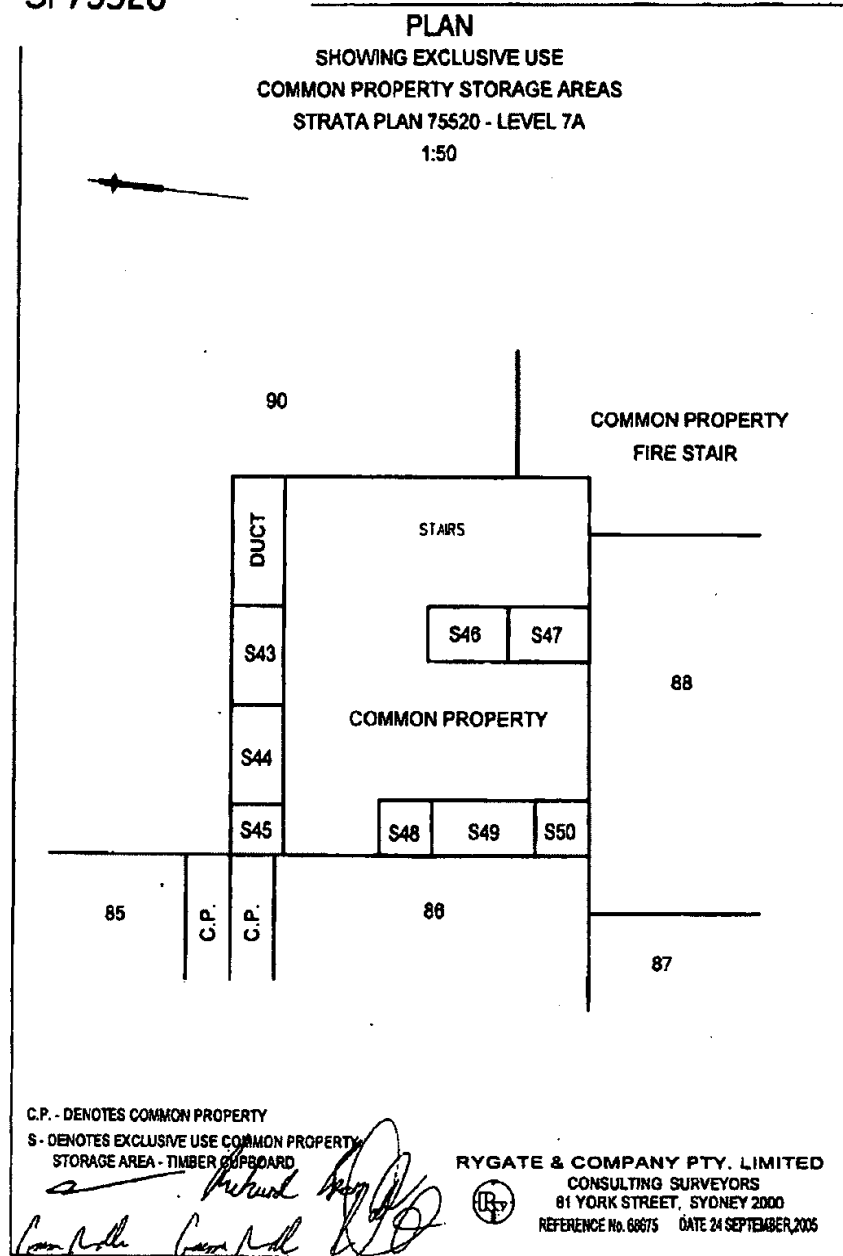
This is page 83 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

SP75520



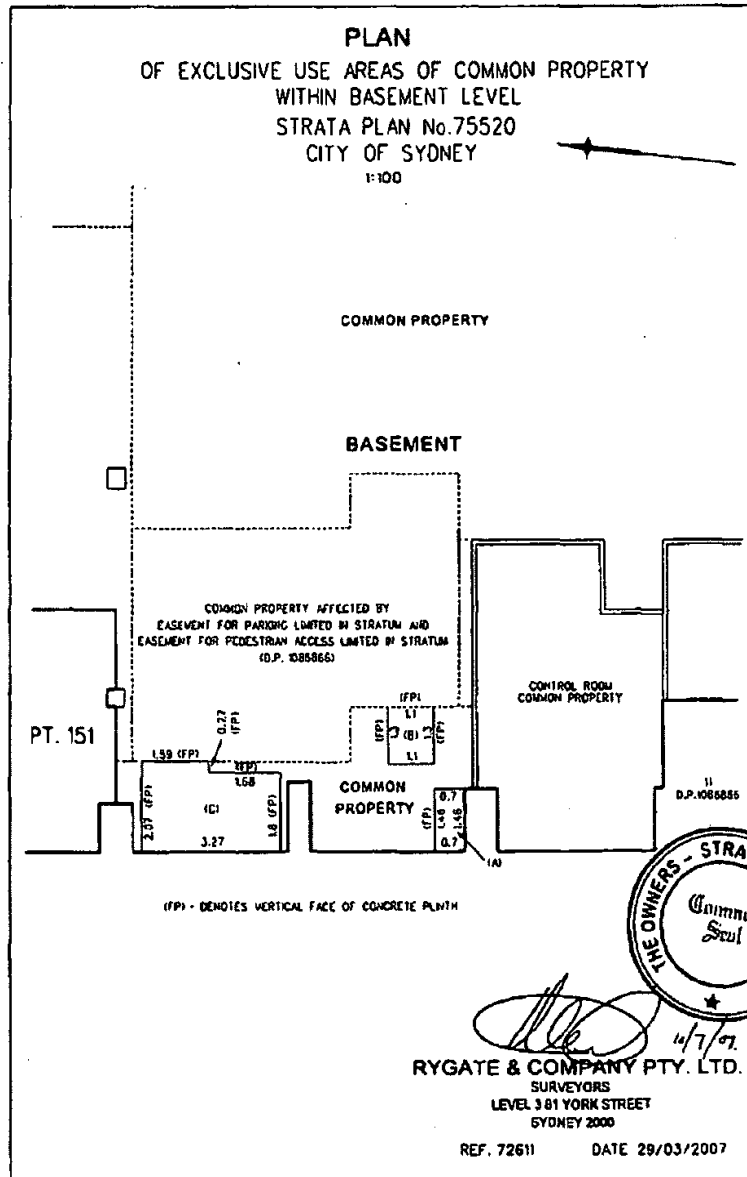
This is page 84 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

ANNEXURE C – EXCLUSIVE USE AREA PLAN (By-law 47)



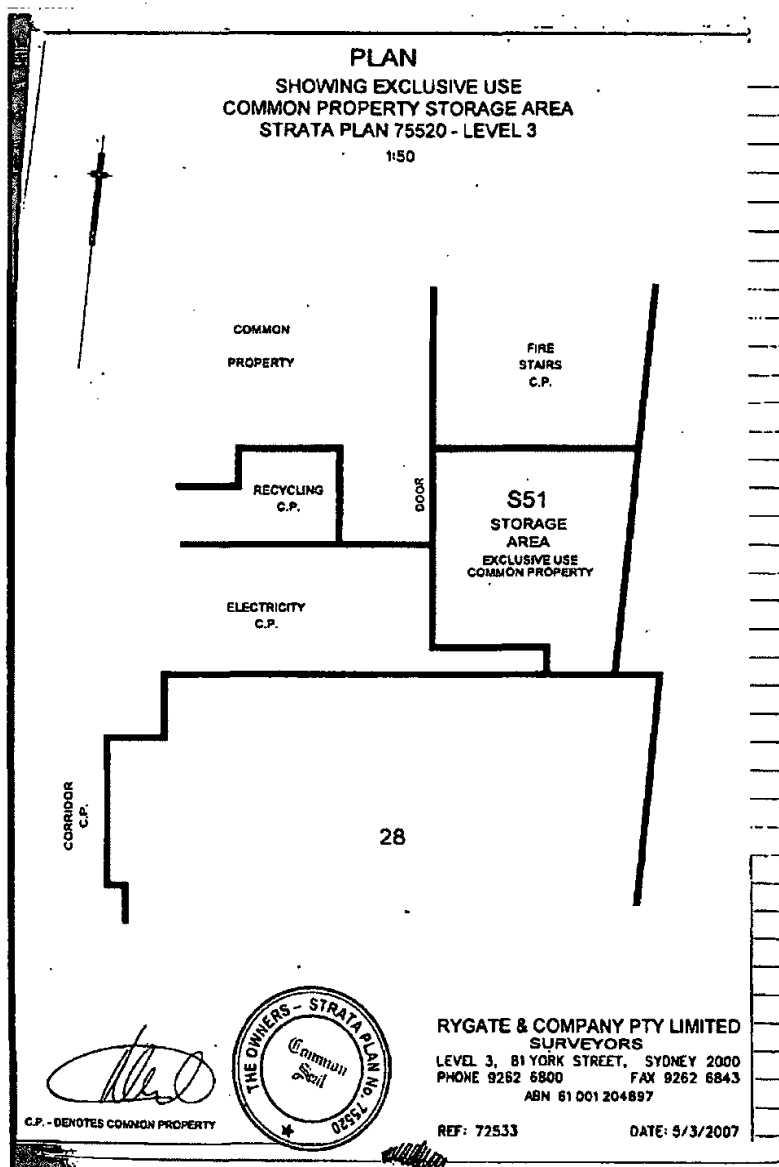
This is page 85 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures.....

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

ANNEXURE D – EXCLUSIVE USE STORAGE AREAS PLANS
(Special By-laws 5, 6, 7, 8, 9 and 10)

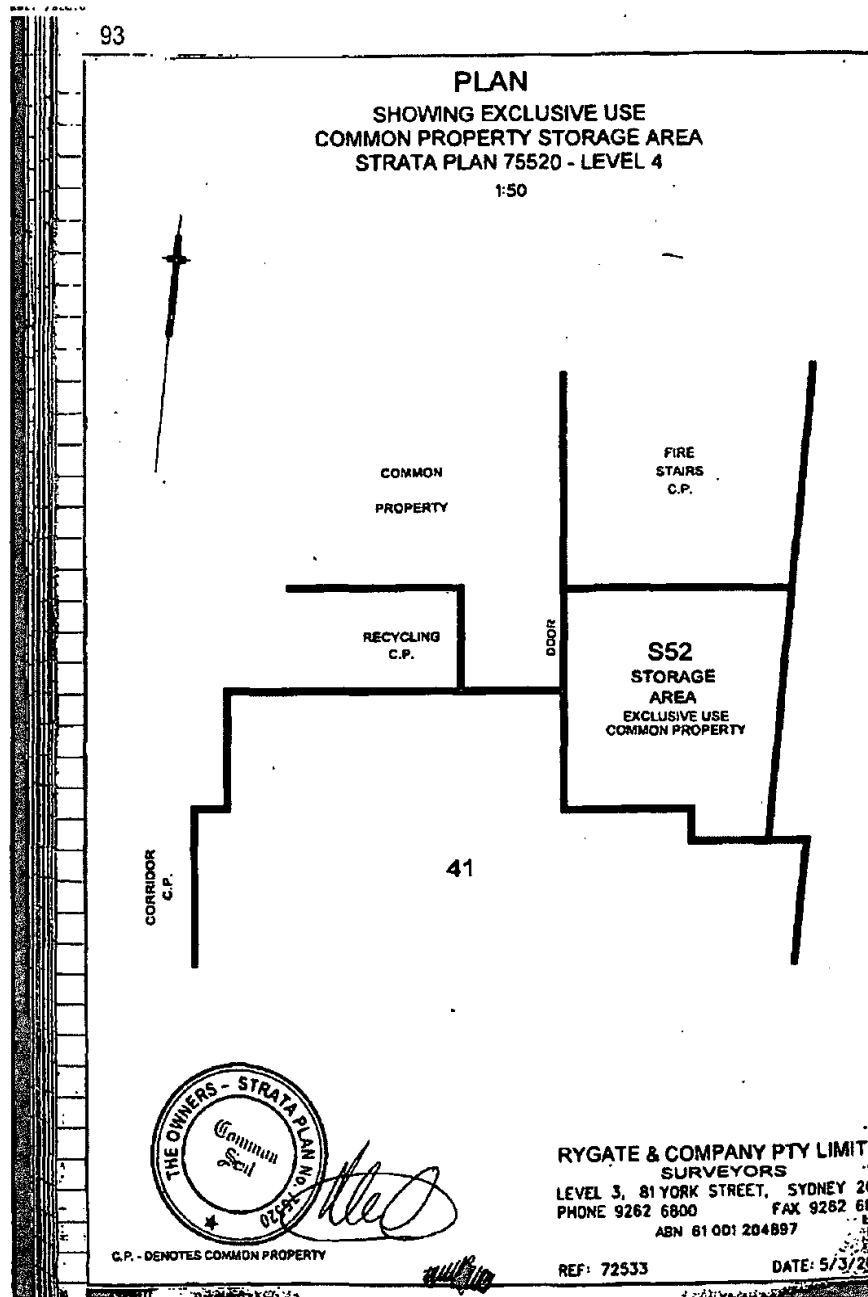


This is page 86 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

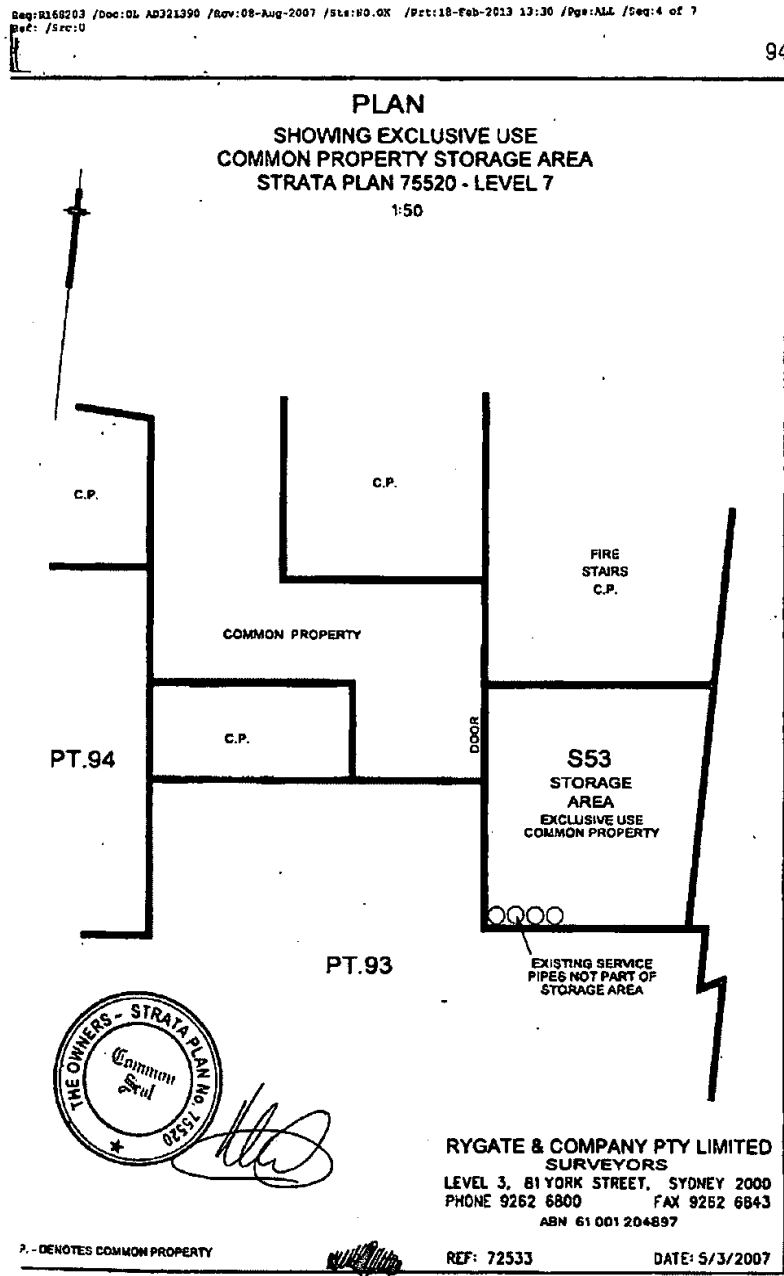


This is page 87 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

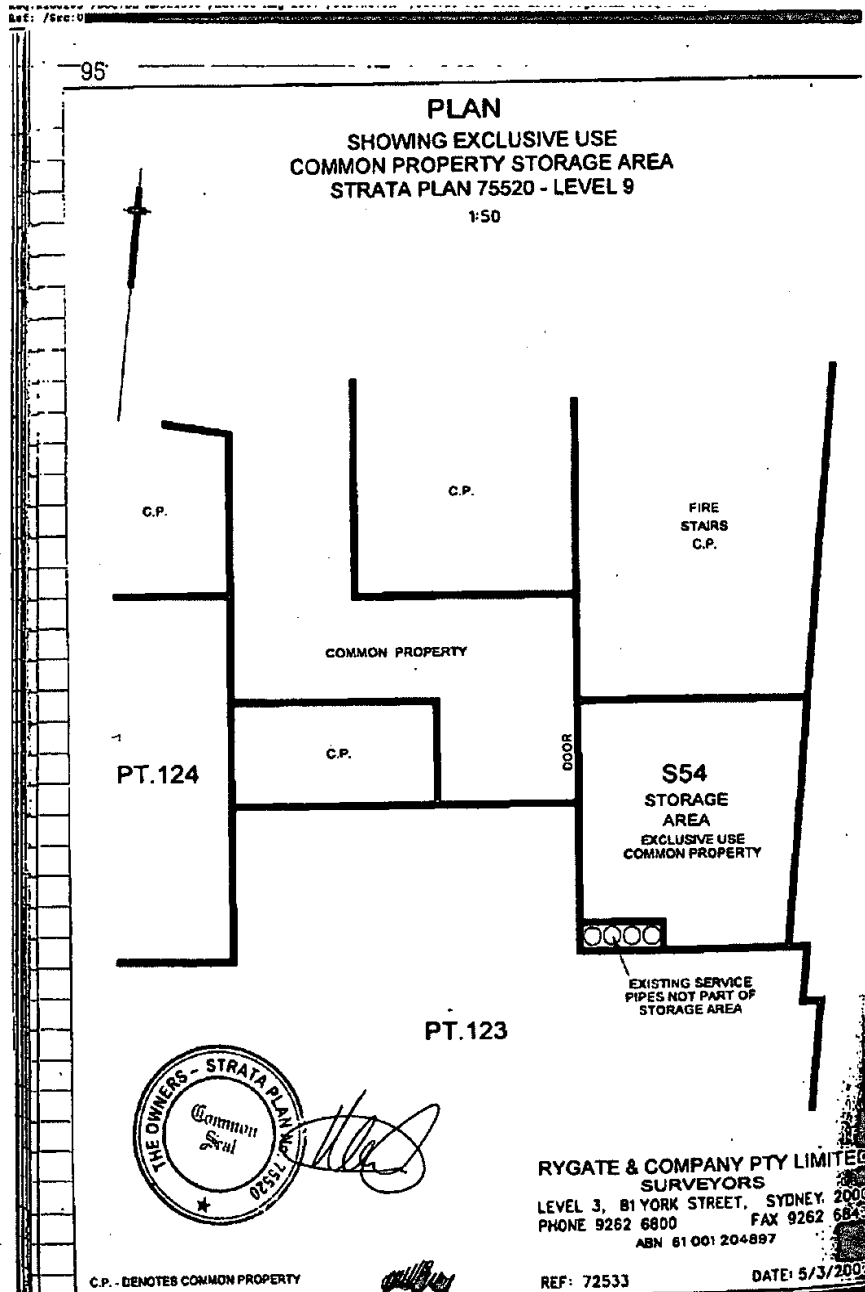


This is page 88 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:

Signatures:

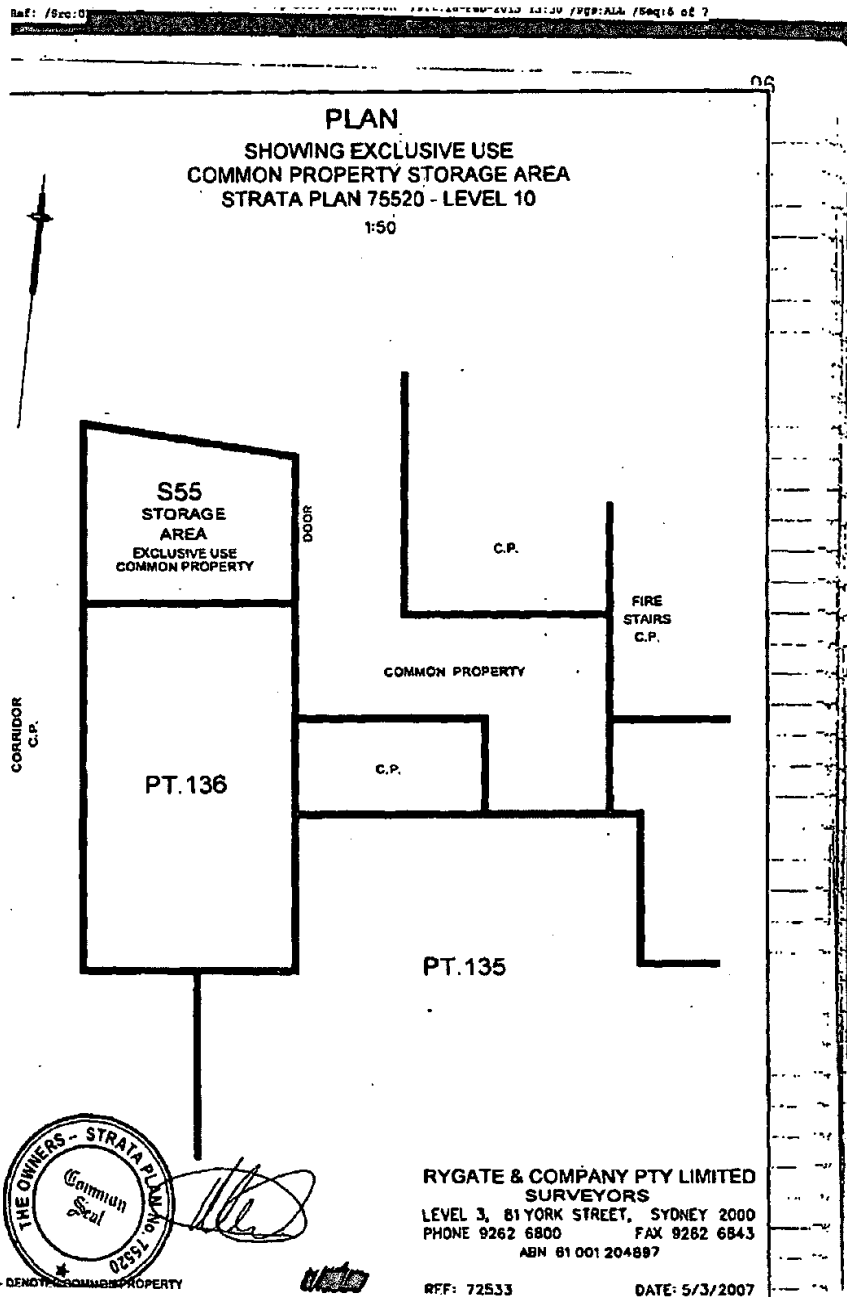
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



This is page 89 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names:
 Signatures:

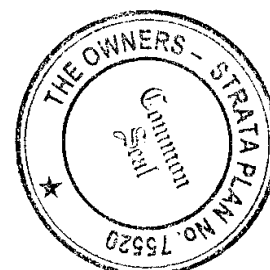
Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

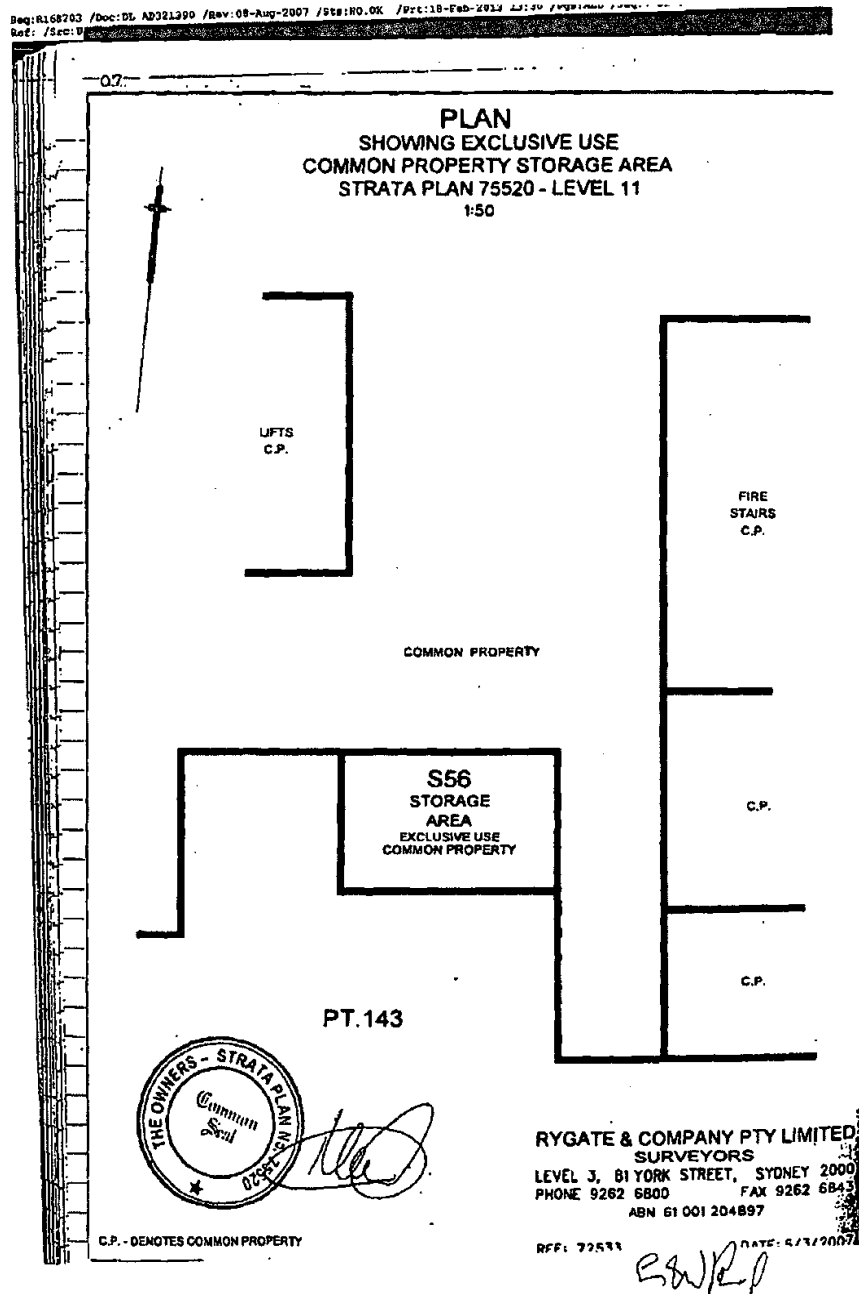


This is page 90 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names: BEAD BERNARDHAM
 Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

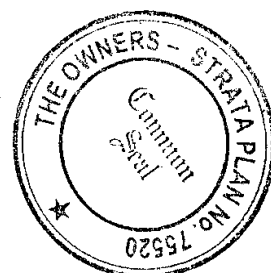




This is page 91 of a total of 91 pages and is Annexure "A" to the Consolidation of By-Laws/Change of By-Laws form. The seal of THE OWNERS – STRATA PLAN NO 75520 was affixed on the 23rd day of November 2020 in the presence of:

Names: SEAN BERMINGHAM
 Signatures: [Signature]

Being the persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.



City of Sydney
Town Hall House
456 Kent Street
Sydney NSW 2000

Telephone +61 2 9265 9333
Fax +61 2 9265 9222
council@cityofsydney.nsw.gov.au
GPO Box 1591 Sydney NSW 2001
cityofsydney.nsw.gov.au



INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant:	INFOTRACK PTY LIMITED
Your reference:	2021067
Address of property:	2 York Street , SYDNEY NSW 2000
Owner:	THE OWNERS - STRATA PLAN NO 75520
Description of land:	Lot 10 DP 1086866, Lots 1-153 SP 75520
Certificate No.:	2021335386
Certificate Date:	19/08/21
Receipt No:	0180113
Fee:	\$80.00
Paid:	19/08/21

Title information and description of land are provided from data supplied by the Valuer General and shown where available.

Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333
Fax: 9265 9415

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2000, 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 B8 Metropolitan Centre (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To recognise and provide for the pre-eminent role of business, office, retail, entertainment and tourist premises in Australia's participation in the global economy.
- To provide opportunities for an intensity of land uses commensurate with Sydney's global status.
 - To permit a diversity of compatible land uses characteristic of Sydney's global status and that serve the workforce, visitors and wider community.
- To encourage the use of alternatives to private motor vehicles such as public transport, walking or cycling.
- To promote uses with active street frontages on main streets and on streets in which buildings are used primarily (at street level) for the purposes of retail premises.

2 Permitted without consent

Nil

3 Permitted with consent

Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Nil

PROPOSED ZONING

Draft Zone B8 Metropolitan Centre - Planning Proposal (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To recognise and provide for the pre-eminent role of business, office, retail, entertainment and tourist premises in Australia's participation in the global economy.
- To provide opportunities for an intensity of land uses commensurate with Sydney's global status.
 - To permit a diversity of compatible land uses characteristic of Sydney's global status and that serve the workforce, visitors and wider community.
- To encourage the use of alternatives to private motor vehicles such as public transport, walking or cycling.

- To promote uses with active street frontages within podiums that contribute to the vitality, life and existing character of the street.
- To promote the efficient and orderly development of land in a compact urban centre.
- To promote a diversity of commercial opportunities varying in size, type and function, including new cultural, social and community facilities.
- To recognise and reinforce the important role that Central Sydney's public spaces, streets and their amenity play in a global city.
- Promote the primary role of the zone as a centre for employment and permit residential and serviced apartment accommodation where they complement employment generating uses.

2 Permitted without consent

Nil

3 Permitted with consent

Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Nil

LOCAL PLANNING CONTROLS

Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Central Sydney

This Planning Proposal progresses key aims and objectives of the City of Sydney's Draft Central Sydney Planning Strategy. This is to be achieved by a range of amendments to Sydney Local Environmental Plan 2012 (the LEP).

Planning Proposal: Amendment of Sydney Local Environmental Plan 2012 – Open and Creative Planning Reforms

This planning proposal seeks a number of changes to the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), and other relevant LEPs which aim to strengthen the city's cultural and night life and create a more diverse evening economy.

The planning proposal seeks to amend the following instruments: • Sydney Local Environmental Plan (LEP) 2012 • Sydney LEP 2005 • Sydney LEP (Green Square Town Centre) 2013 • Sydney LEP (Green Square Town Centre Stage 2) 2013 • Sydney LEP (Glebe Affordable Housing Project) 2011 • Sydney LEP (Harold Park) 2011 • South Sydney LEP 1998 • South Sydney LEP No. 114 (Southern Industrial and Rosebery/Zetland Planning Districts).

HERITAGE

Item of Environmental Heritage

(Sydney Local Environmental Plan 2012)

This property has been listed as an Item of Environmental Heritage

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

This is a policy to protect and preserve bushland within certain urban areas, as part of the natural heritage or for recreational, educational and scientific purposes. This policy is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

This policy aims to amend the definitions of hazardous and offensive industries; to render ineffective any environmental planning instruments not defining hazardous or offensive as per this policy; to control development of hazardous and offensive industries.

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. 64 – Advertising and Signage

This policy aims to ensure that signage (including advertising):

Is compatible with the desired amenity and visual character of an area, and

- Provides effective communications in suitable locations, and
- Is of a high quality design and finish.

To this end the policy regulates signage (but not content) under Part 4 of the Act and provides limited time consents for the display of certain advertisements. The policy does not apply to signage that is exempt development under an environmental planning instrument. It does apply to all signage that can be displayed with or without consent and is visible from any public place or reserve, except as provided by the policy.

This policy should be read in conjunction with the Sydney Local Environmental Plan 2005, the City of Sydney Signage and Advertising Structures Development Control Plan 2005 and State Environmental Planning Policy No. 60 where these apply.

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 No.70 – Affordable Housing (Revised Schemes) (Gazetted 31.05.02)

The policy identifies that there is a need for affordable housing in the City of Sydney, describes the kinds of households for which affordable housing may be provided and makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing (provided other requirements under the Act are met).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

This Policy does not apply to land described in Schedule 1 (Environmentally sensitive land), or land that is zoned for industrial purposes, or land to which an interim heritage order made under the *Heritage Act 1997* by the Minister administering that Act applies, or land to which a listing on the State Heritage Register kept under the *Heritage Act 1997* applies.

The Policy aims to encourage the provision of housing (including residential care facilities) that will increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and make efficient use of existing infrastructure and services, and be of good design.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Aims to ensure consistency in the implementation of the BASIX scheme throughout the State. This Policy achieves its aim by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

State Environmental Planning Policy (State Significant Precincts) 2005

This Policy aims to identify development of economic, social or environmental significance to the State or regions of the State so as to provide a consistent and comprehensive assessment and decision making process for that development.

NB: This SEPP also contains exempt & complying provisions

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

This Policy aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

This Policy aims to ensure that suitable provision is made for ensuring the safety of persons using temporary structures or places of public entertainment.

State Environmental Planning Policy (Infrastructure) 2007

This Policy aims to facilitate the effective delivery of infrastructure across the state.

NB: This SEPP also contains exempt & complying provisions

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 (Affordable Rental Housing) 2009

Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people. NOTE: Does not apply to land at Green Square or at Ultimo Pyrmont, or on southern employment land.

State Environmental Planning Policy (Urban Renewal) 2010

The aims of this Policy are as follows:

- (a) to establish the process for assessing and identifying sites as urban renewal precincts,
- (b) to facilitate the orderly and economic development and redevelopment of sites in and around urban renewal precincts,
- (c) to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this Policy are as follows:

- (a) to identify development that is State significant development,
- (b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- (c) to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

The aims of this Policy are:

- (a) to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) to preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the state.

State Environmental Planning Policy (Coastal Management) 2018

The aim of this Policy is to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the [Coastal Management Act 2016](#), including the management objectives for each coastal management area, by:

- (a) managing development in the coastal zone and protecting the environmental assets of the coast, and

- (b) establishing a framework for land use planning to guide decision-making in the coastal zone, and
- (c) mapping the 4 coastal management areas that comprise the NSW coastal zone for the purpose of the definitions in the [Coastal Management Act 2016](#).

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

This plan applies to land within the Sydney Harbour Catchment, as shown edged heavy black on the Sydney Harbour Catchment Map, being part of the Sydney Region declared by order published in Gazette No 38 of 7 April 1989 at page 1841.

This plan has the following aims with respect to the Sydney Harbour Catchment: to ensure that the catchment, foreshores, waterways and islands of Sydney Harbour are recognised, protected and maintained: as outstanding natural asset, and as a public asset of national and heritage significance, for existing and future generations; to ensure a healthy, sustainable environment on land and water; to achieve a high quality urban environment; to ensure a prosperous working waterfront and an effective transport corridor, to encourage a culturally rich and vibrant place for people; to ensure accessibility to and along Sydney Harbour and its foreshores; to ensure the protection, maintenance and rehabilitation of watercourses, wetlands, riparian lands, remnant vegetation and ecological connectivity, to provide a consolidated, simplified and updated legislative framework for future planning.

OTHER MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 - E. P. & A. REGULATION, 2000. CLAUSES (2A) - (10)

(2A) Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*

This SEPP does not apply to the land.

(3) Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and 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.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed below, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code, Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**

▪ 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
▪ 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
▪ 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
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO
▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area.	NO
▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO
▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment.	NO
▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998.	NO
▪ Clause 1.19(2) & 1.19(3)c Has been identified as land described or otherwise identified on a map specified in Schedule 5, and ceases to have effect on 31 December 2022. (Applies to the Housing Code & Low Rise Housing Diversity Code)	NO

Housing Alterations Code

Complying development under the Housing Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Subdivisions Code

Complying development under the Subdivisions Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

Demolition Code

Complying development under the Demolition Code **may not** be carried out on the land.

Reason why:

Refer to 1.17A & 1.18 (1) (c3) State Environmental Planning Policy (Except and Complying Development Codes) 2008:

clause 1.17A(d) or 1.18 (1) (c3) applies

(4B) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council : The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

(5) 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, 1961.

(6) 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.

(6) 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.

(7) 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.

(7A) 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 clause—

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.

(8) 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.

(9) 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 2013 – in operation 9 th July 2013	YES
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	NO
▪ Redfern Waterloo Authority Contributions Plan 2006 – in operation 16 th May 2007 ▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	NO

Note: An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021

(9A) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(10) Biodiversity Conservation Act 2016

Not Applicable.

(10A) Native vegetation clearing set asides

Not Applicable.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Property vegetation plans

Not Applicable.

(13) 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.

(14) Directions under Part 3A

Not Applicable.

(15) Site compatibility certificates and conditions for seniors housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (seniors housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any condition of consent to a development application granted after 11 October 2007 required by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(16) Site compatibility certificates for infrastructure, schools or TAFE establishments

The land to which the certificate relates is not subject to a valid site compatibility certificate (infrastructure), of which Council is aware, in respect of proposed development on the land.

(17) Site compatibility certificates and conditions for affordable rental housing

(a) The land to which the certificate relates is not subject to a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land.

(b) The land to which the certificate relates is not subject to any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

(18) Paper subdivision information

Not Applicable.

(19) Site verification certificates

The land to which the certificate relates is not subject to a valid site verification certificate of which Council is aware.

(20) Loose-fill asbestos insulation

Not Applicable

(21) Affected building notices and building product rectification orders

(1) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.

(2) (a) 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.

(b) 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.

(3) In this clause:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

**PLANNING CERTIFICATE UNDER SECTION 10.7 (5) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

PLANNING CERTIFICATE SECTION 10.7 (5) ADVICE is current as at 12:00 noon two working days prior to the date of issue of this certificate. The following matters have been considered & details provided where information exists: easements in favour of council; parking permit scheme; heritage floor space restrictions; low-rental residential building; foreshore building line; tree preservation order.

Contaminated Land Potential:

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this section 10.7 certificate to confirm that the land has not been used for a purpose which would be likely to have contaminated the land. Parties should make their own enquiries as to whether the land may be contaminated.

Hazard Risk Restriction:

Some City of Sydney Local Environmental Plans incorporate Acid Sulfate soil maps. Development on the land identified in those maps should have regard to the acid sulfate soil clause within the relevant Local Environmental Plan.

Construction Noise and View Loss Advice:

Intending purchasers are advised that the subject property may be affected by construction noise and loss or diminution of views as a result of surrounding development.

Outstanding Notice & Order information

In relation to this property, there **is** an outstanding Order or Notice of Intention to issue an Order relating to Fire Safety (being an Order or Notice of Intention to issue an Order under Part 2 of Schedule 5 of the Environmental Planning and Assessment Act, 1979). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

In relation to this property, there **is not** an outstanding Order or Notice of Intention to issue an Order (being an Order or Notice of Intention to issue an Order of a type other than relating to fire safety). Further information about the Order or Notice of Intention to issue an Order may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act.

Neighbourhood Parking Policy

Owners and occupiers of this address are **not eligible** to participate in the resident and visitor permit parking schemes.

ADVICE FROM OTHER BODIES

Sydney Ports Corporation Advice

Some land in the City of Sydney located in the vicinity of the White Bay, Glebe Island and Darling Harbour ports may be affected by noise from port operations.

Advice provided in accordance with planning certificate section 10.7 (5) is supplied in good faith. Council accepts no liability for the validity of the advice given. (see section 10.7 (6) of the Environmental Planning and Assessment Act, 1979).

Planning certificate section 10.7 (2), local planning controls are available are available online at www.cityofsydney.nsw.gov.au

General Enquiries:
Telephone: 02 9265 9333

Town Hall House
Level 2
Town Hall House
456 Kent Street
Sydney
8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:
Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

End of Document

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			
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Sewer Service Diagram

Application Number: 8000981315

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD H.S. 73d
DIAGRAM OF SANITARY DRAINAGE
Municipality of *City of Sydney* SEWER AVAILABLE Diagram No. 121497

SYMBOLS AND ABBREVIATIONS					
□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe	Bsn. Basin		
■ Pit	— Cleaning Eye	M.F. Mica Flap	Shr. Shower		
■ G.I. Grease Interceptor	o V.P. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe		
■ Gully	o V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe		
■ P.T. P. Trap	o S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste		
■ R.S. Reflux Sink	D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine		

Existing drainage shown by black lines. Scale: 40 Feet to an Inch. New drainage shown by full blue lines.

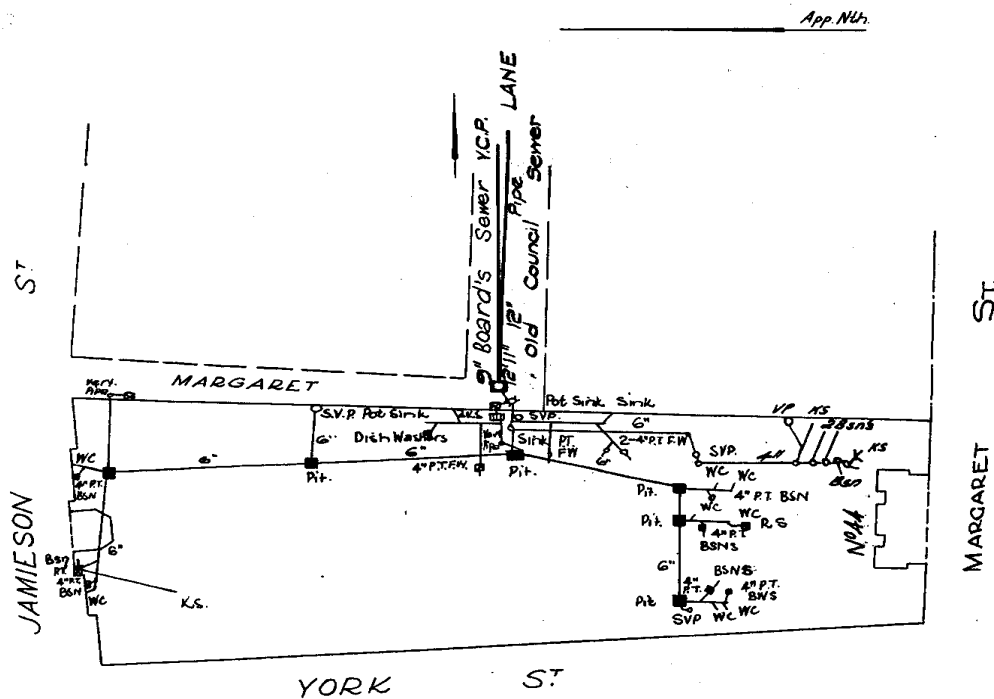
This diagram is the property of the Proprietor and is to be returned to him on completion of the work.

Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws and Regulations.
(4" dia. pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector.)

This work will be tested from



SHEET No 06839 :

887 241

For Engineer-in-Chief

OFFICE USE ONLY			
W.C.	Designed by	Date	Inspector
B.W.	Inspector	1/1	
Shr.	Examined by	1/1	
Bsn.	Chief Inspector		
K.S.			
T.			
Plg.			
Dge.Int.			
Dge.Ext.			
DESIGN		SUPERVISION	

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.